

*AGREEMENT made this 10th day of August , 1997

BETWEEN:

THE GREAT ATLANTIC & PACIFIC COMPANY OF CANADA, LIMITED

(herein called the "Company")

OF THE FIRST PART

- AND -

UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION, LOCAL UNION 175

- AND -

UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION, LOCAL UNION 633.

(herein called the "Union")

OF THE SECOND

PART

ARTICLE I

RECOGNITION

1.01 The Company recognizes Local Union 175 as the exclusive bargaining agent for all employees of the Company in its Retail Stores located in the Province of Ontario, save and except Assistant Store Managers, persons above the rank of Assistant Store Manager, Meat Department employees, persons regularly employed for not more than twenty-four (24) hours per week, students employed in off school hours and during the school vacation period, and employees of its retail stores located at 671 Grand Ave. E., Chatham, 7650 Tecumseh Rd., 2491 Dougall Ave. and 1440 Huron Church Rd., Windsor, and 560 Exmouth St., Sarnia.

1.02 The Company recognizes Local Union 633 as the exclusive bargaining agent for all Meat Department employees of the Company in its Retail Stores located in the Province of Ontario, save and except persons regularly employed for not more than twenty-four (24) hours per week, students employed in off school hours and during the school vacation period, and employees of its retail stores located at 671 Grand Ave. E., Chatham, 7650 Tecumseh Rd., 2491 Dougall Ave. and 1440 Huron Church Rd., Windsor, and 560 Exmouth St., Sarnia.

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- 1.03 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 Sections 1.01 and 1.02 above.
- 1.04 The employees of the Company not covered by this Agreement shall not perform work normally performed by bargaining unit employees. The foregoing shall not apply to Store Managers in stores whose sales volume for the previous four quarters is less than \$100,000.00 per week, and Assistant Store Managers in stores whose sales for the previous four quarters is less than \$150,000.00 per week.

ARTICLE II
UNION SECURITY

- 2.01 (a) All employees covered by the Agreement dated January 9, 1970, those who enter into the employment of the Company, and those who join the Union during the term of this Agreement, shall, as a condition of employment, become and remain a member in good standing of the Union.
- (b) The Company agrees that each employee will be required to sign an authorization card directing the Company to deduct Union initiation fees and weekly dues from the first pay due him, and such dues weekly thereafter. Any such authorization shall take effect as of the next regular deduction date after it is received by the Company. The fees and dues shall be forwarded to the Union monthly by the 15th day of the following month.
- 2.02 The Company will, at the time of making each remittance hereunder to the Financial Secretary of the Union, supply a statement consisting of two (2) alphabetical listings, one for Local 175 (F.T.) and one for Local 633 showing each employee’s name, social insurance number and designated store number, with a notation beside the name of each full time employee for whom dues have not been deducted, indicating the reason for no deduction. In addition, the Company shall supply the Union with a list of the names of employees hired and terminated each month and the starting salaries of the newly hired employees, as well as on a quarterly basis, a list of employees’ names, social insurance numbers, addresses, and telephone numbers currently on file, with such list to be sorted alphabetically within store and by ascending store number.
- (a) Part time employees temporarily working full time hours who are advanced to permanent full time under Section 10.14 (a) of the Part Time Agreement shall be required to pay full time Union dues and shall have their dues adjusted accordingly by the Company.

- 2.03 It is agreed that the Union will indemnify and save the Company harmless for 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 III
RELATIONSHIP

- 3.01 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.
- 3.02 The Company and the employees shall not enter into any agreement inconsistent with the provisions of this Collective Agreement.

ARTICLE IV
MANAGEMENT FUNCTIONS

- 4.01 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 stores and facilities, services to be performed and the methods, procedures and equipment in connection therewith, determine the goods to be sold 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. It being understood that in the event of the introduction of new or improved methods of operations affecting the employees covered by this Agreement, the Company will give the Union advance notice of such proposed changes. Should such changes result in the displacement of employees, the Company agrees to meet with the Union to discuss the possibilities of alternate employment;
 - (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 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, slow-down, sit-down or other action which interferes with work or operations, or picketing of any kind or form whatsoever, however peaceful.

ARTICLE VI
STEWARDS

- 6.01 Local Union 633 will be entitled to elect or appoint one (1) Steward for each store. Local Union 175 will be entitled to elect or appoint two (2) Stewards for each store except in stores wherein a night shift is worked. In such stores, an additional Steward may be designated for the night shift. The duties of a Steward shall be to assist employees working in the store in servicing complaints or grievances in accordance with the Grievance Procedure in dealing with matters arising under the terms of this Agreement.
- 6.02 The Union shall once every six (6) months keep the Manager, Industrial Relations notified in writing of the names of its authorized Stewards and other Local Union representatives and the respective dates of their appointment.
- 6.03 The Union acknowledges that the Stewards and other Local Union representatives 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 the Store Manager, or his appointee, which permission will not be unreasonably withheld. In accordance with this understanding, the Company will compensate such Stewards at their regular straight time hourly rate for time spent servicing complaints or grievances hereunder during their regular working hours.
- 6.04
- A. The Company agrees that, whenever an interview is held with an employee that becomes part of his record regarding his work or conduct, a full-time steward will be present as a witness. The employee may request that the steward leave the meeting.
 - B. In the event a full-time steward is not present, the condition will be brought to the attention of the employee. The meeting that becomes part of the employee's record will be postponed until the steward is available.

- C. If the meeting is held without the steward, any conclusions, verbal or written, will be null and void except in the case where the employee requested the steward to leave.
- D. Should any reprimand, warning or disciplinary measure be issued in writing, the employee in question shall receive a copy of such written reprimand, warning or disciplinary measure within seven (7) worked days of the discovery of the alleged offence, except that an extension of time may be requested in order to complete an investigation.

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 must be processed within seven (7) working days after the circumstances giving rise to the grievance originate or occur in the following manner and sequence:

STEP NO. 1

The employee concerned and the steward will discuss the complaint or grievance with the Store Manager, or his appointee. The Store Manager, or his appointee, may have such assistance as he may desire during the discussion. Failing settlement, the Store Manager, or his appointee, shall give an oral decision within three (3) working days following presentation of the complaint or grievance by him; failing settlement -

STEP NO. 2

Within three (3) working days after the decision is given under Step No. 1, the written grievance shall be submitted by the steward to the Store's District Manager or his appointee. The grievance shall be signed by the employee and shall set out the nature of the grievance, the section(s) allegedly violated and the remedy sought. A discussion will be held between the District Manager, or his appointee, and the Business Representative of the Union. The District Manager, or his appointee, shall deliver his decision in writing within five (5) working days following the date of such discussion; failing settlement -

STEP NO. 3

Within five (5) working days after the decision is given within Step No. 2, the grievance may be submitted in writing to the Manager, Industrial Relations, or his appointee. If requested, a meeting may be held within a further period of five (5) working days between the Manager, Industrial Relations, or his appointee, and representatives of the Union. It is also understood that the parties may have such counsel and assistance as they may desire at any meeting. 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.

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

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 twenty (20) working days after the decision under Step No. 3 is given, it shall be deemed to have been abandoned.

7.03 A grievance arising directly between the Company and the Union involving the interpretation, application or alleged violation of this Agreement shall be submitted in writing. The parties agree that such 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. 3 of the Grievance Procedure, within ten (10) 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 and a meeting will be held 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 the employee within the time limits specified above, the employee shall be entitled to submit the grievance to the next stage including arbitration.

7.05 Sundays, holidays or other days on which the Company's stores are closed for regular business will not be counted in determining the time within which any action is to be taken or completed under the Grievance or Arbitration Procedure.

7.06 No employee shall be discharged without just cause, except that the discharge of an employee during his probationary period shall not be the subject of a grievance, it being understood that the Company shall have the right to discharge a probationary employee with or without just cause. A claim by an employee who has completed his probationary period that he has been disciplined, suspended or discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Store Manager within four (4) working days after the employee is disciplined, suspended or

discharged and the first step of the Grievance Procedure will be omitted in any such case. Such discipline, suspension or discharge grievance may be dealt with under the Grievance Procedure by:

- (a) confirming the Company's action in disciplining, 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.

7.07 Disciplinary warnings and/or reprimands which pre-date a disciplinary action by more than twelve (12) months, shall not be adduced in evidence against an employee 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 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 this 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 matters 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 it and the parties shall jointly and equally bear the fees and expenses, if any, of the Chairman of such Board of Arbitration.
- 8.06 If the Company and the Union mutually agree to appoint a single arbitrator, the foregoing provisions of this Article shall apply to such single arbitrator.

ARTICLE IX

SENIORITY

- 9.01 An employee will be on probation and shall not acquire seniority until after twenty-five (25) worked days with the Company and shall then count from the date of employment with the Company.
- 9.02 The principles of seniority shall be recognized by the Company. Lay-offs due to lack of work, and recalls, shall be made on the basis of seniority, provided that the senior employee has the skill and ability to do the job in a competent manner. In the event a service or stock clerk or a meat cutter is to be laid off out of seniority order within his classification, where lack of skill and ability is a factor, such employee if he so requests shall receive the normal training in order to qualify him to displace a junior employee within his own classification, or may exercise bumping rights providing he has the skill and ability to do the job in a competent manner into an equivalent or lower job classification or into the meat cutter classification if he is a member of Local 633.
- (a) An employee, who is in a posted position as set out in Article 9.07 (a), shall be credited with classification seniority commencing with the effective date of his promotion to that classification. In the event of the lay-off of an employee in a posted position, such employee may exercise his classification seniority by choosing one (1) of the following alternatives:
- (i) Bump another employee in the same classification, providing he has more classification seniority, regardless of the volume(s) of the department(s) concerned; or
 - (ii) Bump another employee in a lower posted position, providing he has more classification seniority in the same and/or higher classification(s) and has the skill and ability to do the job in a competent manner; or

- (iii) **Bump another employee in a non-posted position, providing he has more seniority - list seniority, as per Article 9.11, and has the skill and ability to do the job in a competent manner.**

In the event that two or more employees have the same classification seniority, then the seniority-list seniority, as per Article 9.11, shall apply, followed if necessary by the application of Article 9.09 (c).

- (b) **With the exception of the meat cutter classification as addressed in Article 9.02 above, employees may not bump up from a classification with a lower end-rate to a classification with a higher end-rate. For this purpose, end-rate shall mean the highest end-rate paid in each job classification.**
- (c) **An employee who, having been advised in writing of those employees whom he is eligible to bump and having refused to exercise his bumping privileges, is consequently laid off from full-time hours, will at the time of his lay-off advise his District Manager, or his appointee, in writing on a form supplied by the Company of the store or stores in his Seniority Region in which he will be willing to accept a recall. Failure to do so will result in the employee having recall rights to a full-time vacancy in accordance with Article 9.02 only in the store from which the employee was originally laid off.**
- (d) **An employee may, during his recall period, alter the list of stores as described in (a) providing he advises the Personnel Department of such change by registered mail, and providing such revision shall not become effective for two (2) weeks following receipt of his written request.**
- (e) **In the event that a meat cutter is laid off, part-time employees shall not be permitted to use a knife or saw or chicken splitter used by meat cutters to cut meat, except in the case of customer service requests. This restriction shall only apply to the store in which the meat cutter was laid off as well as to the store(s) in the seniority region to which the laid off meat cutter indicated recall rights, and shall continue while the meat cutter is on lay-off with recall rights, on the following basis:**
 - i) **the foregoing shall in no way restrict the Company's ability to schedule a meat cutter among two or more stores, and should a meat cutter refuse such scheduling, resulting in his lay-off, the restriction shall apply only to his home store.**
 - ii) **should the laid-off meat cutter refuse a temporary recall to any one of the stores that he listed on his recall list other than his home store, the above restriction shall be waived in all stores listed on his recall list other than his home store for the duration of such period; should the laid-off meat cutter refuse a temporary recall to his home store, the above restriction shall be waived in all stores that he listed on his recall list for the duration of such period.**

9.03 The Company agrees to post in each Store the seniority list for Local Unions 175 and 633 Semi-Annually.

9.04 Persons employed by the Company, having had previous store experience with the Company, who are transferred into the Bargaining Unit as a direct result of a store closing in the Region may displace existing employees and will be credited with seniority equal to

their total length of service with the Company. Such persons will not be entitled to promotions within the Bargaining Unit for one year from the date of their transfer into the Bargaining Unit, and shall be placed in the stock clerk, service clerk, or meat cutter classification. For the purpose of this paragraph, a store closing in conjunction with a new store opening within a township shall not be considered a store closing. For the purpose of clarity, a store-closing in this paragraph only applies to stores that are covered by this Collective Agreement.

It is further agreed that such persons who are transferred into the Bargaining Unit for reasons other than as a result of a store closing may be returned to their former position in their former store or to a lower position in the region and will be credited with seniority equal to their total length of service with the Company providing such transfer occurs within twelve months of their departure date from the Bargaining Unit.

Such persons who are transferred into the Bargaining Unit for reasons other than a result of a store closing will not be credited with seniority and may not displace existing employees if such transfer occurs more than twelve months after their departure from a recognized Bargaining Unit position. One (1) year following such transfer into the Bargaining Unit, such persons shall be credited with three (3) years' seniority.

Any credit for seniority provided by this Article shall be limited to service attained while working in stores covered by this Collective Agreement or its predecessors, including continuous service earned prior to 1970.

- (a) Persons, who are bargaining unit members in stores which were acquired by the Company during 1985 and who transfer into stores covered by this Collective Agreement, shall not be credited with seniority, nor shall such transfer cause the displacement of existing employees.

9.05 Seniority shall be lost and employment deemed to be terminated if the employee:

- (a) voluntarily quits;
- (b) is discharged for cause and the discharge is not reversed through the Grievance Procedure;
- (c) is laid off for a period of eighteen (18) months;
- (d) fails to report to work within seven (7) days after being notified by registered mail by the Company following the lay-off; or fails to advise the Company within two (2) days of his intention to report for work pursuant to the notification;

- (e) fails to return to work at the expiration of a leave of absence without a reason satisfactory to the Company; or
- (f) has an unreported absence for three (3) consecutive working days without a satisfactory reason.

9.06 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, and 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. It is further agreed that where the Company is advised of an employee's name change, such information will be forwarded to the Union.

9.07 (a) Applications for promotion to and/or training for the positions of Grocery, Produce and Meat Department Head, Head Cashier, Assistant Meat Department Head, Dairy Department Head, Deli Department Charge Hand, Bake-Off Department Charge Hand and Assistant Produce Department Head will be available to all employees upon request. Such training shall be assigned by seniority providing the applicant has the qualifications and ability to warrant the training.

Such forms shall be supplied by the Company and may be submitted to the Personnel Manager at any time by an employee. Following their submission, such applications will be valid for a period of two (2) years but may be renewed at any time. The Personnel Manager may post a bulletin soliciting applications at any time.

(b) When an employee is promoted within the bargaining unit, the name and length of service of the employee concerned, as well as the classification and store address to which he is promoted, will be posted within ten (10) working days on the store bulletin board in the stores in the seniority region in which the promotion takes place, except that the provision shall not apply in a case of an employee promoted on a temporary basis for the purpose of relieving a Department Head. A copy of such posting shall be mailed to the Local Union's provincial office.

9.08 (a) It is mutually agreed that transfer of employees between stores is essential to the operation of the Company's business, however, employees will not be transferred to any other store unless it is mutually agreed to by the Company and the employee or employees concerned. This will not apply to temporary transfers within a metropolitan area.

(b) In the case of an inter-urban transfer, an employee will be paid reasonable travelling and/or living expenses in accordance with an arrangement made with the employee by his District Manager, or his appointee. It is agreed that employees will not be requested to transfer without reasonable expense arrangements. If the arrangement proves to be unsatisfactory the employee will be reimbursed on the basis of receipts supplied, subject to review with the District Manager and/or the Manager, Personnel, or his appointee.

- (c) In the case of a temporary transfer, an employee will be paid twenty-five (.25¢) cents per kilometer for all additional kilometers travelled, in reporting for work, where such additional travelling exceeds four (4) kilometers beyond that which the employee normally travels, or such other arrangement made with the employee by his District Manager, or his appointee.

9.09 Employees, other than meat cutters, laid off from full-time jobs shall be offered part-time employment. Effective June 15th, 1973 the following shall apply:

- A. Part-time employees reclassified to full-time on jobs involving the same skills, will not be required to serve a further probationary period providing that such employees have completed their part-time probation, and providing that such employees have been examined by a doctor appointed by the Company and have met the Company medical standards for full-time employment. Such examination shall be completed within twenty-five (25) worked days.
- B. A part-time employee, reclassified to full-time employment, shall carry one half (1/2) of his part-time seniority up to a maximum of two (2) years, to his full-time employment (in other words, maximum of one (1) year seniority as a full-time employee). Seniority thus acquired may be used for the purposes of lay-off, recall, vacation, Christmas bonus and wage progression but shall not apply with respect to the employee's eligibility for the various benefits applicable to full-time employees. Furthermore, such employee shall not be allowed to take vacation during the first three (3) months of such full-time employment, except when less than three (3) months remain in the calendar year, and providing he qualifies shall be entitled to a maximum of one (1) week of vacation during that vacation year. Thereafter, his full-time vacation entitlement shall be in accordance with his full-time seniority date.
- C. In the event that two (2) or more employees are credited with the same seniority date under Article 9.09 B, the senior employee shall be deemed to be the one with the greatest continuous service.
- D. An employee reclassified from part-time to full-time and subsequently to part-time again will be credited with his complete part-time and full-time seniority. A full-time employee converted to part-time will carry his full-time seniority to the part-time seniority list.

9.10 In making promotions, (except that this provision shall not apply to promotions outside of the bargaining unit) the Company will consider the following factors in determining which employee shall be promoted:

- (a) seniority;
- (b) qualifications and ability to perform the work;
- (c) physical fitness

It is agreed that where factors (b) and (c) are relatively equal, seniority as herein defined will govern.

9.11 It is agreed that seniority entitlements as provided under this Article will be on the basis of separate seniority lists for Local Union 175 and Local Union 633 respectively, within the applicable regions as set forth in Appendix "C" of this Agreement.

- (a) An employee who accepts a permanent transfer from one seniority region to another will, one (1) year after the date of the transfer, be credited with seniority equal to the length of his continuous service with the Company. Should such transfer be to a posted position, and should the posting be reversed as a result of the grievance procedure, such employee shall have the right to return to his former position with no loss of seniority.
- (b) An employee who accepts a temporary transfer from one seniority region to another will not be so transferred for a period greater than twelve (12) consecutive weeks, and will at the completion of such assignment be returned to his original seniority region with no loss of seniority.

9.12 In the case of lay-off for employees with more than three (3) months' seniority, an employee will be given at least one (1) week's notice or one (1) week's pay in lieu thereof. In the case of lay-off for employees with more than one (1) year's seniority, an employee will be given at least two (2) weeks' notice or two weeks' pay in lieu thereof. Notice of lay-off shall be posted in the store of an employee who is laid off from full-time status, with a copy to the Local Union's provincial office.

ARTICLE X
HOURS OF WORK

10.01 The regular work week shall be composed of thirty-seven (37) hours per week on the basis of five (5) days; four (4) days of eight (8) hour shifts, and one (1) day of a five (5) hour shift, Monday to Saturday, scheduled within nine (9) consecutive hours, or five (5) consecutive hours respectively, 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 the days of work per week. The five (5) hour shift will result from having three (3) hours deleted from the end of the shift unless otherwise mutually agreed upon. No lunch period and only one (1) rest period of fifteen (15) minutes shall be scheduled for the five (5) hour shift.

- 10.01 (a) An employee will be scheduled two consecutive days off (normally Saturday and Sunday or Sunday and Monday) once during each three (3) week operating period. Weeks during which a Specified Holiday falls shall not form part of the three (3) week operating period. A determination as to whether Saturday shall be one of such two consecutive days off shall be made on the basis that all departments are adequately staffed for the needs of the business.
- (b) Employees may be scheduled to commence a regular shift no sooner than nine (9) hours after the completion of a regular shift.

10.02 It being agreed that the Company is entitled to schedule overtime work, authorized work performed in excess of the regular work week or an employee's daily hours as scheduled by the Company from time to time will be paid at the rate of time and one-half (1 1/2) his regular straight time hourly rate, provided that there shall be no duplication or pyramiding of any premium payments, nor shall the same hours worked be counted as part of the regular work week and also as hours for which an overtime premium is payable. An employee will be paid two (2) times his regular straight time hourly rate for all hours worked on the employee's scheduled day off. Work performed on Sunday shall be voluntary. A premium of \$1.60 shall be paid for all hours worked on Sunday, which are related to the store opening for business. For further clarify, "all hours worked on Sunday which are 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. All other hours worked on Sunday when a store opens for business shall be paid at one and one-half (1 1/2) times an employee's regular straight time hourly rate, and all hours worked on a Sunday when a store does not open for business shall be paid at two (2) times an employee's straight time hourly rate.

In scheduling overtime, in so far as it is practicable to do so, the Company will rotate such work to employees in the respective job classification of the department concerned, provided such employees have the skill and ability to do the work.

10.03 In stores open for business after 6:15 P.M. up to and including three (3) evenings per week, an employee may be scheduled to work one (1) evening per week as part of his regular work week and may be scheduled for one (1) additional evening on a voluntary basis. Notwithstanding the provisions of 10.04 one such evening may be scheduled when a store is not open for business, but not a Saturday evening.

In stores open for business after 6:15 P.M. for more than three (3) evenings per week, an employee may be scheduled to work one (1) evening as part of his regular work week. Should employees be required to work a second evening, such evening may be scheduled as part of an employee's regular work week on a rotation basis among the employees of the department concerned.

An employee may be scheduled to work a full scheduled shift of eight (8) hours between the hours of store closing and the hours of store opening. Such night shifts will be scheduled on a rotation basis to be mutually worked out in each store. One-man night shifts may not be scheduled in a store or a meat department.

(a) In the event a store is subject to twenty-four (24) hour or extended hour operations, the following provisions shall apply:

1. An employee may be scheduled to work one (1) evening per week between the hours of 2:00 p.m. and 12:00 midnight as part of his regular work week, and may be scheduled to work one (1) such additional evening on a voluntary basis.
2. An employee may be scheduled to work a full shift of five (5) days, Monday to Friday, between the hours of 2:00 p.m. and 12:00 midnight, on a voluntary basis.
3. An employee so scheduled shall receive a premium of eighty (.80¢) cents per hour for all regular hours worked between 9:00 p.m. and 12:00 midnight.
4. A premium of eighty (.80¢) cents for night shifts and fifty (.50¢) cents for early morning shifts shall continue to be paid in the same form and the same manner as prevailed when there were specific store opening and closing hours.
5. All other provisions of the current Collective Agreement shall apply.

10.04 An employee's regular work schedule will be on the basis that he is not required to work later than one-half (1/2) hour beyond the store closing time, except where a store is open to twelve (12:00) midnight or later, in which case evening shifts shall not be scheduled to finish beyond twelve (12:00) midnight. On a regular day shift an employee will not be scheduled beyond six-fifteen (6:15) P.M., except where a store is not open for evening customer shopping, in which case on a regular day shift an employee in such store will not be scheduled beyond six-thirty (6:30) P.M. Employees may be scheduled to start their shift prior to store opening time but not earlier than six (6:00) A.M. (five (5:00) A.M. in the Bake-Off Department), and will receive a premium of fifty (.50¢) cents per hour for such hours actually worked prior to 8:30 A.M. on Saturdays and 9:00 A.M. on all other days where this does not create a hardship for employees on an individual basis.

- 10.05 (a) The regular weekly work schedule shall be posted each Thursday by twelve (12) noon showing the scheduled working hours for each employee for the succeeding week and no changes shall be made in such schedule except in the case of an emergency beyond the control of the Company. The steward shall receive a copy of such work schedule. All changes shall be marked on the posted schedule the same day.
- (b) An employee who is unable to report for work as scheduled will advise the Store Manager, or his appointee, as far in advance as possible but no later than his scheduled starting time.

10.06 Meal periods shall not exceed one (1) hour and shall be taken not less than two and one-half (2 1/2) hours nor more than five (5) hours after the starting time of the shift. However, on the night shift and where mutually practicable on the day shift, employees will be scheduled for a one-half (1/2) hour meal period.

10.07 An employee scheduled to work after 6:15 P.M. in a store open for evening customer shopping after 6:00 P.M. will receive a meal period without pay and will be given \$3.00 supper money for each such evening worked. If an employee works overtime to 8:00 P.M. he shall be paid supper money. An employee scheduled to work a regular shift ending after 6:30 P.M. when the store is not open for evening customer shopping after 6:00 P.M. will be given \$3.00 supper money for each such evening worked.

An employee who works on Saturday evening beyond 6:15 P.M. will receive a premium of \$1 .00 per hour for all such hours worked in addition to supper money.

An employee scheduled for a night shift of eight (8) hours between store closing and store opening shall receive a premium of eighty (.80¢) cents per hour for such hours worked. Such night shift schedule shall commence not earlier than 11 :00 P.M. and not later than 12:00 midnight. In the case of a full week of night shifts, employees will be scheduled in five (5) consecutive nights, and one (1) employee will be designated by the Company as night leader and will be paid an additional amount of \$25.00 per week, (\$30.00 in 24 hour stores). In recognition of the fact that less than a five (5) night shift schedule may be required an arrangement of day and night shifts shall be permitted on a voluntary basis, and employees will be expected to co-operate in connection with the performance of work for such schedule of shifts. An employee who has the responsibility of carrying the store keys on a night when the night leader is not scheduled shall receive a premium of five (\$5.00) dollars per night.

The above night shift premium will be incorporated in the vacation pay of those regular members of the night crew who are non-rotating (intended to apply to an employee who is working on a rotation of six (6) months duration or longer). Should an employee be scheduled to work nights for a full week during which a specified holiday falls, or when the employee becomes sick and qualifies for sick benefits, the Company will include the night shift premium in such holiday pay or sick pay. The above night leader premium will be incorporated in the vacation pay and sick benefit of non-rotating night leaders.

- 10.08 An employee called in for the purpose of working overtime shall be guaranteed not less than four (4) hours of work time; provided, however, this provision shall not apply where overtime is worked at the beginning of a day immediately followed by a regular scheduled shift.
- 10.09 An employee other than one in a classification subject to a posting who, in the absence of the Store Manager or Assistant Store Manager, is assigned the responsibilities relating to the securing of the store at the close of the business day shall be paid a premium of five (\$5.00) dollars.
- 10.10 One (1) employee in a store will be assigned by the Company as an assistant head cashier, and shall receive a premium of ten (\$10.00) dollars per week.

ARTICLE XI

WAGE RATES

- 11 .01 (a) The Company agrees to pay and the Union agrees to accept for the term of this Agreement, the classifications and weekly salaries applicable thereto as set forth in Appendices "A" and "B".
- Effective on the dates shown, employees hired prior to August 10, 1997 shall receive increases as follows:
- Effective June 16, 1997 - 20¢ per hour.
 - Effective June 14, 1998 - 20¢ per hour.
 - Effective June 13, 1999 - 30¢ per hour.
 - Effective June 18, 2000 - 35¢ per hour.
- (b) An employee who starts at a higher rate than that shown shall progress to the next rate in the time interval shown.
- (c) Merit increases will not delay or affect the regular increases to which an employee is entitled in accordance with Appendices "A" and "B".

- (d) An employee who is assigned on a temporary basis to a higher rated job for three (3) days or more will be paid the minimum salary for the higher paid job, or an amount of \$15.00 per week above his salary prior to the assignment, whichever is the greater. However, in no case will the employee receive more than the top rate for the job, nor shall more than one employee receive such premium in any given week. It is agreed that this subsection shall apply only for the purposes of temporary assignments to the positions of Assistant Manager, Meat Department Head, Assistant Meat Department Head, Grocery Department Head, Produce Department Head, Head Cashier, Dairy Department Head, Deli Department Charge Hand, Assistant Produce Department Head, or Bake-off Department Charge Hand. The employee so assigned shall be identified on the work schedule each week of the assignment.

Temporary assignments to the positions of Assistant Meat Department Head and Grocery Department Head shall be rotated among those employees in a store who have the qualifications, ability, and physical fitness to do the job in a competent manner.

Where the filling of a temporary assignment under this clause results from a vacancy in excess of fourteen (14) consecutive weeks for reasons of leave of absence, illness, accident, or transfer, such vacancy will be filled in accordance with Section 9.10 and 9.07 (b).

- (e) The Company agrees that employees are to be paid the job classification rates as shown in the Appendices of the Collective Agreement.
- (f) An employee who is absent from work due to illness or accident shall not receive salary increments either in the form of a negotiated increase (if absent from work on the expiry date of the Agreement), or as set out in Appendices A & B, until such time that he returns to work and completes one (1) full shift, at which time his salary increment shall commence from the date of his return.
- (g) An employee, classified as a Service Clerk, who on a regular basis spends more than fifty (50%) percent of his time performing Stock Clerk duties, and furthermore who has the qualifications, ability and physical fitness to perform all Stock Clerk duties, will be reclassified as a Stock Clerk.
- (h) A Christmas Bonus shall be paid to all regular full-time employees in the bargaining unit to be computed as follows:
- (1) Employees with three (3) months' service as of December 1 st of such year shall receive one-quarter (1/4) of one week's pay at their regular weekly rate as of such December 1st.
 - (2) Employees with six (6) months' service as of December 1st of such year shall receive one-half (1/2) of one week's pay at their regular weekly rate as of such December 1 st.
 - (3) Employees with nine (9) months' service as of December 1st of such year shall receive three-quarters (3/4) of one week's pay at their regular weekly rate as of such December 1st.
 - (4) Employees with twelve (12) months' service as of December 1 st of such year shall receive one week's pay at their regular weekly rate as of such December 1st.

- (5) Christmas Bonus will be paid on or before December 15th each year. An employee absent from work, for reasons other than layoff, in excess of six (6) months in any qualifying year shall have his Christmas Bonus prorated based upon his actual time at work. Christmas Bonus will be prorated for any employee on lay-off who has been on lay-off for thirty (30) days or more as of December the 1st and pay will be based upon the number of months worked in the qualifying year.
- (i) For the life of this Collective Agreement, pay day will be on Friday each week and pay cheques shall be available no later than noon on Friday, except for reasons beyond the control of the Company.
- (j) With respect to the rate of pay of a new full-time employee who has been advanced from part-time, where thirty-seven (37) times such employee's part-time hourly rate of pay does not correspond with a progression rate as set out in Appendices "A" and "B" of the full-time Collective Agreement, such employee shall receive the next higher progression rate providing that such rate does not exceed thirty-seven (37) times the part-time rate by more than five (\$5.00) dollars.

ARTICLE XII

LEAVE OF ABSENCE

- 12.01 Written request for leave of absence without pay shall be considered by the Company. It is understood that any leave of absence is subject to reasonable notice being given to the Company. In the event such leave of absence is not used for the purpose granted, the employee may be subject to disciplinary action up to and including dismissal. It is further understood that leaves of absence will be honoured on a first come first served basis. Approval of leave of absence, as defined, shall not be unreasonably withheld. Within fourteen (14) days of receipt of an application for leave of absence an employee will receive a written reply. If leave is denied written reasons will be given for the denial. All requests for leave of absence will be directed to the Manager, Personnel or his appointee through the Store Manager.
- 12.02 The Company will grant leave of absence without pay for a period of not more than twelve (12) months to any employee who is elected or appointed to an office with the Union. Such requests for a leave of absence shall be made in writing and the Company shall be given reasonable advance notice.
- 12.03 The Company will grant pregnancy leave and/or parental leave, without pay, in accordance with the Employment Standards Act of Ontario to those employees who make application on forms supplied by the Company, subject to the following:

- (a) An employee may commence pregnancy leave at any time following three (3) months after commencement of pregnancy.
- (b) The pregnancy leave of an employee shall be no less than seventeen (17) weeks in duration.
- (c) The pregnancy leave of an employee shall end no later than seventeen (17) weeks after the date of birth.
- (d) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends.
- (e) Parental leave ends a maximum of eighteen (18) weeks after it begins.
- (f) Parental/Pregnancy leave forms referred to above shall be posted on the bulletin boards of the Employer.

12.04 Written request for leave of absence without pay to attend Union conventions, courses, and conferences will be considered by the Manager, Personnel or his appointee provided that reasonable notice is given by the Union. Approval of such leave of absence shall not be unreasonably withheld, except that no more than two (2) employees per store (one from Local 175 and one from Local 633), or three (3) employees where such store has a night shift Steward, may be granted such leave of absence at the same time.

ARTICLE XIII

SPECIFIED HOLIDAYS

13.01 An employee shall receive the following specified holidays with pay:

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

An employee who has completed three (3) months of service will be granted a personal holiday once during each calendar year at a time mutually agreed upon between the Store Manager and the employee concerned. The personal holiday must be taken by the end of the calendar year in which it is earned, and failure on the part of an employee to do so will result in non-payment for such day.

In order to qualify for specified holiday pay, the employee must work his scheduled shifts on each of the work days immediately preceding and immediately following the holiday concerned, unless he has a justifiable reason. The employees shall receive the benefit of any additional holiday that may be proclaimed by the Government during the life of the Agreement.

- 13.02 Specified holiday pay will be computed on the basis of eight (8) hours at the employee's regular straight time hourly rate of pay.
- 13.03 An employee required to work on a specified holiday will be guaranteed a minimum of six (6) hours work, except when he agrees to work less than six (6) hours in which case he will be guaranteed a minimum of four (4) hours work. Such employee will be paid for authorized work performed on such day at two (2) times his regular straight time hourly rate of pay in addition to any holiday pay to which he may be entitled.
- 13.04 If a specified holiday falls within an employee's vacation period, he will be entitled to holiday pay in addition to his vacation pay, or the day may be taken in conjunction with his vacation.
- 13.05 When any of the holidays referred to above occurs in any week the regular work week will be reduced by eight (8) hours for each of such holidays, except a week in which two (2) specified holidays occur. In such a week, the work week shall be reduced by thirteen (13) hours, one eight (8) hour shift and one five (5) hour shift.
- 13.06 In the event a Specified 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 Specified Holiday, the next work day shall be recognized and paid as a holiday.

ARTICLE XIV

VACATIONS

- 14.01 Employees on the active payroll of the Company will be entitled to an annual vacation with pay in accordance with the following schedule, except that a regular, full time employee, having completed three (3) months but less than one (1) year of continuous service with the Company as of May 1st, will be entitled to one (1) day of vacation for each month of service up to a maximum of ten (10) days.

<u>Length of continuous service as of the employee's anniversary date of employment</u>	<u>Length of Vacation</u>	<u>Vacation pay at employee's regular straight time hourly rate of pay period immediately prior to vacation</u>
After one (1) year	2 weeks	Seventy-four (74) hours
After five (5) years	3 weeks	One Hundred & Eleven (111) hours
After nine (9) years eight (148) hours	4 weeks	One Hundred & Forty-
After sixteen (16) years	5 weeks	One Hundred & Eight-five (185) hours
After twenty-three (23) years hours	6 weeks	Two Hundred & Twenty-two (222)

14.02 An employee whose employment is terminated will be granted vacation pay as follows:

- Less than 5 years - 4% of earnings for work performed
- 5 years to 9 years - 6% of earnings for work performed
- 9 years to 16 years - 8% of earnings for work performed
- 16 years to 23 years - 10% of earnings for work performed
- 23 years and over - 12% of earnings for work performed

14.03 (a) The vacation period will extend from January 1 st to December 31st and vacation schedules will be established by the Company. Employees entitled to a third, fourth, fifth or sixth week's vacation will have three (3) weeks of vacation granted insofar as is possible during the period from May 1st to September 30th in each year. In scheduling all vacations the Company will endeavour to allow employees to exercise their choice in accordance with their seniority status.

(b) Each store will, by March 1st, in each calendar year, post a vacation schedule form listing the employees in order of seniority. An employee must submit his request for preference on vacation dates, covering his complete vacation entitlement, by April 1st in order that the Company may finalize and post vacation schedules by April 15th, however seniority shall not apply if the employee fails to make his selection before April 1st.

14.04 Vacations shall not be cumulative from year to year. Pay for vacation shall be granted to the employee at the beginning of his vacation. Employees will be scheduled to have the Saturday immediately prior to their vacation as their day off for that week, but will be limited to a maximum, for those who qualify, of three (3) such Saturdays in a calendar year.

- 14.05 Prior to going on vacation, an employee will be advised of his first scheduled shift upon completion of his vacation.
- 14.06 The above provisions shall apply to employees hired on or after July 30th, 1973 except that entitlement shall be determined as of May 1st in a calendar year and not as of the employee's anniversary date. For the purpose of determining vacation entitlement, such employees who start work on or before the 15th of the month will be deemed to have started on the first of the month. Such employees who start work after the 15th of the month will be deemed to have started on the first day of the following month.

ARTICLE XV

BEREAVEMENT PAY

- 15.01 An employee will be given full pay up to three (3) days in case of death in the immediate family. For these purposes, immediate family will be the following: brother, sister, father, mother, spouse as defined in law, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

ARTICLE XVI

JURY DUTY

- 16.01 An employee who is called for jury duty or is subpoenaed as a Crown witness in a criminal proceeding will receive for each day of absence from work therefor, the difference between pay computed at the employee's regular straight time hourly rate of pay for the number of regular hours the employee would otherwise have worked and the amount of jury fee or conduct money received provided:
- (i) he furnishes the Company with a certificate of service, signed by the Clerk of the Court showing the amount of jury fee or conduct money received;
 - (ii) the Company is given at least forty-eight (48) hours of notice prior to the time he is to report for jury duty or attendance at trial; and

- (iii) he reports for work during the hours he is not required to serve on the jury or testify as such Crown witness except that he will not be required to report for work if less than two (2) hours of his regular shift remain to be worked.

ARTICLE XVII

BUSINESS REPRESENTATIVE

17.01 Subject to the following conditions, a business representative of the Union will be entitled to visit a store covered by this Agreement during working hours at reasonable times to interview employees or to inspect working conditions, provided:

- (a) he first reports to the Store Manager, or his appointee;
- (b) such a visit will not unreasonably interfere with work or service to the customer;
- (c) he complies with Company regulations governing employees.

ARTICLE XVIII

REST PERIODS

18.01 Employees will be granted a fifteen (15) minute rest period without loss of pay during each half of each shift as near to the mid-point of the half shift as is practicable.

ARTICLE XIX

SAFETY AND HEALTH

19.01 The Company shall continue to make reasonable provisions for the safety and health of its employees at the stores during the hours of their employment.

ARTICLE XX

GENDER

20.01 It is understood that the use of the masculine gender shall include the feminine gender, unless otherwise specifically provided.

ARTICLE XXI
SUPPLIERS' REPRESENTATIVES

- 21.01 Sales representatives employed with outside organizations will not perform work normally performed by bargaining unit employees, except this provision shall not apply to:
- (a) periods of new store openings and major renovations up to and including the week of opening.
 - (b) checking of code dates, rotation, authorized sampling and special promotions.
 - (c) sales representatives of Fireco Sales Limited or its successors, and greeting card jobbers.
 - (d) the Union agrees in the event there is an expansion of the Supplier Representative clause in either the Zehrs Markets or Loblaws Local 175/633 collective agreements, same shall apply to this Agreement.

ARTICLE XXII
TIME CLOCKS

- 22.01 Time clocks will be provided in each of the stores for the purpose of recording all time worked.

ARTICLE XXIII
UNIFORMS AND TOOLS

- 23.01 Uniforms, bow-ties, aprons, coats, carry-out coats and/or receiver coats, gloves, as well as one pair of water-proof over-boots and one water-proof apron for each meat department will be provided without charge, and such uniforms will be laundered by the Company.

Notwithstanding the foregoing, coloured uniform toppers may be provided by the Company from time to time to the female members of the Service Clerk classification without charge on the understanding that such garments are to be laundered by the employees at no cost to the Company. Tools as required by the Company will be provided and such tools will be sharpened at no expense to the employee.

ARTICLE XXIV
EMPLOYEE INJURIES

24.01 If an employee is injured while at work and is required to leave the store for medical attention he will be paid 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.

24.02 An employee temporarily unable to perform his previous duties due to an injury received in the employ of the Company, or due to an illness or injury for which he is in receipt of benefits under the Sick Benefit Plan, or the Long Term Disability Insurance Plan, who can return to work under temporary medical restriction, may be assigned by the Company to a temporary modified work program, within his own job classification or given such other work as is available and which he is capable of performing, following agreement regarding such program, among the W.C.B./Group Health Rehabilitation Counsellor, the Health & Safety Department, the District Manager or his appointee, and the employee concerned.

ARTICLE XXV
REST ROOMS

25.01 Rest rooms shall be provided and kept in a sanitary condition. The employees shall cooperate with the Company in keeping the rest rooms in a clean and satisfactory condition.

ARTICLE XXVI
MEDICAL EXAMINATIONS

26.01 If an employee is required by the Company during his employment to take a medical and/or x-rays, the medical and/or x-rays shall be taken on Company time and the expense of the Company.

- (a) An employee absent due to illness or accident shall not be discharged during the period of his absence, providing that the absence is justifiable.

ARTICLE XXVII

UNION CARDS

- 27.01 The Company agrees to display Union Shop Cards in the stores covered by this Agreement. Such Cards will remain the property of the Union and the Company agrees to surrender them immediately upon demand.

ARTICLE XXVIII

PART-TIME EMPLOYEES

- 28.01 On the basis that recognition is given by the Union to the requirement of the Company to engage the services of part-time employees, it is mutually agreed to investigate and correct improper scheduling that may result in the use of two (2) or more part-time employees in the same job classification within a store rather than one (1) full-time employee. It being understood, however, that this shall apply only where two (2) or more part-time employees in the same job classification within a store are working a split week of approximately thirty-seven (37) hours, at the same time when a full-time employee is on lay-off status and is eligible for recall under Article IX, on the following basis:
- (i) this provision shall only apply to the store in which the employee was laid off as well as to the store(s) in the seniority region to which the employee indicated recall rights.
 - (ii) should the laid-off employee refuse a temporary recall to any one of the stores that he listed on his recall list other than his home store, the above restriction shall be waived in all stores listed on his recall list other than his home store for the duration of such period; should the laid-off employee refuse a temporary recall to his home store, the above restriction shall be waived in all stores that he listed on his recall list for the duration of such period.
 - (iii) this provision shall have no application during weeks in which specified holidays fall.
 - (iv) This provision will not be triggered by the lay-off of the employee who is reclassified to full-time pursuant to Article 10.14 of the part-time agreement, and is subsequently laid off from full time due to the return of the absent employee. However, should such employee exercise bumping rights causing the displacement of an employee in another store, the foregoing exception shall not apply in the second or subsequent store.
- 28.01 (a) The Company agrees to investigate and correct situations wherein the Company's practice has been to regularly work a full-time employee between two (2) stores; and where following the lay-off of such an employee, it is brought to the Company's attention that two (2) or more part time employees, within the same job classification at these same stores, are working a split week of approximately thirty-seven (37) hours.

The consideration of scheduling between two (2) stores shall only apply for the six (6) month period following the lay-off of such an employee regularly working between those stores.

- 28.02** When additional full time employees are required the Company will give preference to part-time employees on the basis of seniority, skill and qualifications for the job concerned and availability for work.
- 28.03** Should the employment of a full-time employee be terminated as a result of death, retirement, resignation, discharge for cause which is not in dispute, or voluntary reduction to part-time, but not as a result of lay-off or store closing, or in the event the minimum number of full-time employees is less than the provisions outlined in 28.04 of this Agreement, the resulting vacancy shall be filled within one month from among full-time employees on lay-off with recall rights who were hired prior to July 1, 1994 and provided they have the skill and ability to do the job in a competent manner.
- 28.04** Subject to Article 28.03 of this Agreement, there shall be a minimum of one (1) full-time employee in the aggregate for each seventeen thousand, five hundred (\$17,500) dollars of sales per week, based on the average total store sales over the previous four (4) calendar quarters. The volume figure will be adjusted once per annum to reflect the Consumer Food Price Index.
- (i) Initially, until there are four post-ratification calendar quarters, staffing will be based on a review of accumulating calendar quarters, starting with the first complete quarter following the ratification of this agreement.
 - (ii) Any adjustments in accordance with this minimum provision shall be completed within two (2) weeks following the end of each calendar quarter.
 - (iii) Aggregate store sales shall be reduced to reflect any store closures that may arise.
 - (iv) The foregoing shall apply to full-time employees hired after July 1, 1994, who shall not be covered by the provisions of Article 28.01 to 28.03 above.

ARTICLE XXIX

WELFARE

- 29.01 (a) The Company agrees to pay the cost of the applicable monthly premiums for eligible employees who have completed three (3) months continuous service and while such employees remain in the active employ of the Company (including persons absent due to accident or illness) with respect to Ontario Hospital Insurance Plan.
- (b) Subject to the terms and conditions of the Master Plans and Policies relating thereto, the Company agrees to provide at no cost to the employees, Extended Health Care Benefits for eligible employees who have completed three (3) months continuous service and while such employees remain in the active employ of the Company (including persons absent due to accident or illness). Effective September 1, 1997, the Extended Care Benefit cap is increased to \$15,000.00 lifetime, and the Chiropractor cap is increased to \$400.00 per year.
- (c) Such Extended Health Care Benefits Plan to include a prescription drug plan on the basis of a \$10 single and \$20 family deductible with a 100% co-insurance feature for payment of prescriptions beyond such deductibles.
- (d) Such Extended Care Benefits Plan to include an optical plan on the basis of a twenty-five (\$25.00) dollar single and family deductible and with an eighty (80%) percent co-insurance feature. The plan shall provide a benefit of up to one hundred and twenty-five (\$125.00) dollars over two (2) consecutive years for frames, lens, and prescription glass, and up to two hundred (\$200.00) dollars over two (2) consecutive years for artificial eyes, service of visual training, and non-cosmetic corrective prescription contact lens, resulting from visual acuity of less than 20/40 or corneal disease (special cases only).
- (e) Effective January 1, 1977, the Company agrees to pay the cost of the applicable monthly premiums for eligible employees who have completed one (1) year of continuous service and while such employees remain in the active employ of the Company with respect to the Long Term Disability Insurance Plan.

Effective January 1 st, 1977 the amount of monthly income shall be raised to 70% of the Employee's Basic Monthly Earnings to a maximum effective September 29, 1980 of \$1500.00 per month (effective January 1, 1983 of \$1700.00 per month: effective September 2, 1988, of \$1800.00 per month; effective January 1, 1991, of \$1900.00 per month; effective January 1, 1992 of \$1950.00 per month; effective September 1, 1992, \$1970.00 per month; effective July 1, 1993, \$2028.00 per month) subject to the conditions as set out in the schedule of insurance.

- (f) Dental Plan - The Company will pay twenty-six (26¢) cents per hour, for all hours worked in the stores by full-time and part-time employees, into the UFCW Locals 175 and 633 Ontario Dental Benefit Trust Fund (with an additional contribution of up to five (5¢) cents per regular hour worked, if deemed necessary by the Joint Trustees). Such contributions will not be paid for overtime hours.

- (g) By agreement of the parties, provision has been made for participation in the Canadian Commercial Workers Industry Pension Plan (CCWIPP), to be effective on July 1, 1994.
- (i) The contribution rates to C.C.W.I.P.P. shall be those that are contained in the Contribution Agreement of the major retail food Employers who participate in C.C.W.I.P.P., dated April 20, 1994 which expires on December 31, 1999.
 - (ii) There shall be no diminishment of accrued benefits earned through June 30, 1994 and any and all past and future benefit improvements shall be the responsibility of the Trustees of C.C.W.I.P.P.
 - (iii) The Company and Union agree that continuous service with the employer or membership in the Union will be credited in establishing an employee's eligibility to attain the 2-year vesting established in C.C.W.I.P.P. regardless of the number of hours worked.
 - (iv) Effective August 1, 1997, the Company agrees to contribute six point five (\$6.5) million dollars to increase past service pension benefits for full and part time employees. The benefit level will be determined by the Union in consultation with the CCWIPP Board of Trustees.
- (h) The Company agrees to provide at no cost to the employees, post-retirement life insurance in the amount of \$2,000.00 for each such employee who elects retirement, payable to the employee's designated beneficiary.
- (i) Subject to the terms and conditions of the Master Plans and Policies relating thereto, the Company agrees to continue in effect the Accident and Sickness Plan and the Life Insurance Plan, on the basis that the payment of the applicable premiums therefor shall continue to be made on the same basis as in effect immediately prior to the execution date of the Collection Agreement.

ARTICLE XXX

GENERAL

- 30.01 The Employer and Union agree there shall be no discrimination on account of race, colour, creed, age, sex or marital status.
- 30.02 Bulletin Boards: The Company agrees to extend to the Union the use of a bulletin board in each store for the posting of the following notices.
- 1. Notice of election - election results - appointment of officers:
 - 2. Notice of meetings - time and place:
 - 3. Notice of social and recreational activities.

All other notices must be approved and initialled by the Store Manager before being posted on the bulletin board.

APPENDIX "A"
LOCAL UNION 633
CLASSIFICATIONS AND WEEKLY SALARIES APPLICABLE THERETO

1) Meat Department Employees Hired Prior to August 10, 1997

Service Clerk	Eff. 6.16.97	Eff. 6.14.98	Eff. 6.13.99	Eff. 6.18.2000
Start	\$285.97	\$293.37	\$304.47	\$317.42
3 Months	314.74	322.14	333.24	346.19
6 Months	357.08	364.48	375.58	388.53
9 Months	401.50	408.90	420.00	432.95
12 Months	452.16	459.56	470.66	483.61
15 Months	502.83	510.23	521.33	534.28
18 Months	553.49	560.89	571.99	584.94
21 Months	609.35	616.75	627.85	640.80
24 Months	670.30	677.70	688.80	701.75

Apprentice Meat Cutter

Start	\$292.21	\$299.61	\$310.71	\$323.66
3 Months	322.73	330.13	341.23	354.18
6 Months	355.32	362.72	373.82	386.77
9 Months	387.91	395.31	406.41	419.36
12 Months	420.51	427.91	439.01	451.96
15 Months	456.22	463.62	474.72	487.67
18 Months	497.86	505.26	516.36	529.31
21 Months	542.63	550.03	561.13	574.08
24 Months	591.55	598.95	610.05	623.00
27 Months	644.64	652.04	663.14	676.09

Journeyman Meat Cutter

30 Months	\$706.48	\$713.88	\$724.98	\$737.93
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2) Wage Progression for employees hired after August 10, 1997

Service Clerk

Start	\$15.25
12 Months	15.50
24 Months	15.75
36 Months	16.00

Meat Cutter

Start	\$15.50
12 Months	15.75
24 Months	16.00
36 Months	16.25

Full-time employees hired after August 10, 1997, will be paid according to the new wage schedules and shall not be subject to any other negotiated wage increase. Part-time employees who are promoted after August 10, 1997 to full-time status, will not receive credit for their part-time service for the purpose of wage progression.

APPENDIX "A"

3) Deli Department Charge Hand	Eff. 6.16.97	Eff. 6.14.98	Eff. 6.13.99	Eff. 6.18.2000
Start	\$432.65	\$440.05	\$451.15	\$464.10
3 Months	538.63	546.03	557.13	570.08
6 Months	701.51	708.91	720.01	732.96
**Assistant Meat Department Head	\$730.21	\$737.61	\$748.71	\$761.66
***Meat Department Head Meat Volume				
Under \$11,100	\$747.18	\$754.58	\$765.68	\$778.63
11,101 to 22,200	757.36	764.76	775.86	788.81
22,201 to 34,000	777.70	785.10	796.20	809.15
34,001 to 45,800	791.27	798.67	809.77	822.72
45,801 to 57,500	796.92	804.32	815.42	828.37
57,501 and over	818.40	825.80	836.90	849.85

**** There will be an Assistant Meat Department Head in each store where there are three (3) or more meat cutters including the Meat Department Head and the Assistant Meat Department Head.**

***** Based on Average Meat Department sales for previous four (4) Quarters. There will be a Meat Department Head in each store covered by this Agreement in which there is a Meat Department.**

APPENDIX "B"
LOCAL UNION 175
CLASSIFICATIONS AND WEEKLY SALARIES APPLICABLE THERETO

1) Grocery and Produce Department
Employees Hired Prior to August 10, 1997

Service Clerk	Eff. 6.16.97	Eff. 6.14.98	Eff. 6.13.99	Eff. 6.18.2000
Start	\$285.97	\$293.37	\$304.47	\$317.42
3 Months	314.74	322.14	333.24	346.19
6 Months	357.08	364.48	375.58	388.53
9 Months	401.50	408.90	420.00	432.95
12 Months	452.16	459.56	470.66	483.61
15 Months	502.83	510.23	521.33	534.28
18 Months	553.49	560.89	571.99	584.94
21 Months	609.35	616.75	627.85	640.80
24 Months	670.30	677.70	688.80	701.75

Stock Clerk

Start	\$285.97	\$293.37	\$304.47	\$317.42
3 Months	314.74	322.14	333.24	346.19
6 Months	357.08	364.48	375.58	388.53
9 Months	401.50	408.90	420.00	432.95
12 Months	452.16	459.56	470.66	483.61
15 Months	502.83	510.23	521.33	534.28
18 Months	553.49	560.89	571.99	584.94
21 Months	609.35	616.75	627.85	640.80
24 Months	670.30	677.70	688.80	701.75

2) Wage Progression for employees hired after August 10, 1997

Stock Clerk, Service Clerk

Start	\$15.25
12 Months	15.50
24 Months	15.75
36 Months	16.00

Full-time employees hired after August 10, 1997, will be paid according to the new wage schedules and shall not be subject to any other negotiated wage increase. Part-time employees who are promoted after August 10, 1997 to full-time status, will not receive credit for their part-time service for the purpose of wage progression.

APPENDIX "B"

3) ***Head Cashier Store Volume	Eff. 6.16.97	Eff. 6.14.98	Eff. 6.13.99	Eff. 6.18.2000
\$200,000 or less	\$712.14	\$719.54	\$730.64	\$743.59
over \$200,000	720.05	727.45	738.55	751.50

****Produce Dept. Head
Produce Volume**

Under \$ 6,500	\$712.13	\$719.53	\$730.63	\$743.58
6,501 to 14,400	720.05	727.45	738.55	751.50
14,401 to 22,200	731.85	738.75	749.85	762.80
22,201 to 30,000	744.92	752.32	763.42	776.37
30,001 to 40,500	752.83	760.23	771.33	784.28
40,501 and over	772.05	779.45	790.55	803.50

*****Grocery Department Head
Store over \$107,800
Weekly Volume Only**

107,800 to \$142,500	\$720.05	\$727.45	\$738.55	\$751.50
142,501 to 171,200	731.85	738.75	749.85	762.80
171,201 to 197,300	744.92	752.32	763.42	776.37
197,301 to 261,400	752.83	760.23	771.33	784.28
261,401 and over	772.05	779.45	790.55	803.50

*****Dairy Department Head
Stores over \$136,600**

	\$683.86	\$691.26	\$702.36	\$715.31
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***Assistant Produce
Department Head**

	\$679.33	\$686.73	\$697.83	\$710.78
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**Bake-Off Department
Charge Hand**

Start	\$432.65	\$440.05	\$451.15	\$464.10
3 Months	538.63	546.33	557.13	570.08
6 Months	701.51	708.91	720.01	732.96

* There will be an Assistant Produce Department Head in each store where there are four (4) or more full time Produce Department employees.

** Based on Average Produce Department Sales for previous (4) four Quarters.

*** Based on Average Total Store Sales for previous four (4) Quarters.

There will be a Produce Department Head in each store covered by this Agreement in which there is a Produce Department. There will be a Grocery Department Head in each store having a volume over \$107,800 per week based on the average total store sales for the previous four (4) quarters. There will be a Head Cashier in each store.

APPENDIX "C"

EASTERN REGION

Oshawa, Bowmanville, Napanee, Port Hope, Trenton, Belleville, Picton, Kingston, Gananoque, Peterborough, Whitby, Lindsay, Arnprior, Pembroke.

TORONTO/MIDNORTH REGION

Metro Toronto, Mississauga, Georgetown, Midland, Stouffville, Aurora, Newmarket.

SOUTHWEST REGION

London, St. Thomas, Strathroy, Learnington, Windsor, Amherstburg, Stratford, Tillsonburg, Goderich, Simcoe.

NORTHERN REGION

Huntsville, Parry Sound, North Bay, Sturgeon Falls, Espanola, Sault Ste. Marie, Thunder Bay, Kapuskasing .

APPENDIX "D"

SICK BENEFIT PLAN

Entitlement to the Company's Sick Benefit Plan shall be on the basis that such benefits, as set out below, will accrue once during each twelve (12) month period, dating from the employee's anniversary date.

<u>Service</u>	<u>Full Pay</u>	<u>1/2 Pay</u>
3 months to 1 year	1 week	2 weeks
1 year to 2 years	2 weeks	3 weeks
2 years to 5 years	3 weeks	5 weeks
5 years to 10 years	5 weeks	7 weeks
10 years to 15 years	8 weeks	5 weeks
15 years to 20 years	10 weeks	3 weeks
over 20 years	13 weeks	

Whenever an employee is absent from work for at least a full work week for which he is entitled to payment under the Sick Benefit Plan, such payment shall be made on a separate cheque.

Should the Company decide to disapprove an employee's application for sick benefit, the Store Manager shall endeavour to advise the employee as soon as possible of the Company's decision.

APPENDIX "E"

Local Union 175 is recognized as the exclusive bargaining agent of employees classified as Pharmacist's Assistant (defined as one who has successfully completed an accredited course for Pharmacist's Assistants at a recognized College, or, has equivalent experience obtained by working with a licensed Pharmacist for a period of not less than two (2) years, employed in those outlets of A&P Drug Mart Ltd. located in the Retail Stores of the Great Atlantic & Pacific Company of Canada, Limited in the Province of Ontario. Such Pharmacist's Assistants shall be covered by the terms and provisions of the Collective Agreement expiring on June 17th, 2001 between Local Union 175 and The Great Atlantic & Pacific Company of Canada Limited, except as follows:

- (1) Section 1.04 shall not apply, to the extent that Pharmacists shall perform such work and carry out such duties and in such manner as they have done prior to the execution of this Agreement.
- (2) Section 10.03 is amended to provide that a Pharmacist's Assistant may be scheduled to work up to three (3) evenings per week as part of this regular work week during the (sick season) period of November 1 to April 15th.
- (3) Article XI and Appendix "B" are deleted for the purposes of Appendix "E", and replaced with the following:

- (a) Pharmacist's Assistants hired prior to August 10, 1997, shall be paid in accordance with the following progression schedule, which has been amended to reflect the following wage increases:

Effective June 16, 1997 - 20¢ per hour
 Effective June 14, 1998 - 20¢ per hour
 Effective June 13, 1999 - 30¢ per hour
 Effective June 18, 2007 - 35¢ per hour

Pharmacist's Assistant	Eff. <u>6.16.97</u>	Eff. <u>6.14.98</u>	Eff. <u>6.13.99</u>	Eff. <u>6.18.2000</u>
Start	\$285.97	\$293.37	\$304.47	\$317.42
3 Months	314.74	322.14	333.24	346.19
6 Months	357.08	364.48	375.58	388.53
9 Months	401.50	408.90	420.00	432.95
12 Months	452.16	459.56	470.66	483.61
15 Months	502.83	510.23	521.33	534.28
18 Months	553.49	560.89	571.99	584.94
21 Months	609.35	616.75	627.85	640.80
24 Months	670.30	677.70	688.80	701.75

- b) Wage Progression for employees hired after August 10, 1997:

Start	\$15.25
12 Months	15.50
24 Months	15.75
36 Months	16.00

Full-time employees hired after August 10, 1997, will be paid according to the new wage schedules and shall not be subject to any other negotiated wage increase. Part-time employees who are promoted after August 10, 1997 to full-time status, will not receive credit for their part-time service for the purpose of wage progression.

APPENDIX "E"

- (c) **A Christmas Bonus shall be paid to all regular full-time employees in the bargaining unit to be computed as follows:**
- (i) **Employees with three (3) months' service as of December 1st of such year shall receive one-quarter (1/4) of one week's pay at their regular weekly rate as of such December 1 st.**
 - (ii) **Employees with six (6) months' service as of December 1st of such year shall receive one-half (1/2) of one week's pay at their regular weekly rate as of such December 1st.**
 - (iii) **Employees with nine (9) months' service as of December 1st of such year shall receive three-quarters (3/4) of one week's pay at their regular weekly rate as of such December 1st.**
 - (iv) **Employees with twelve (12) months' service as of December 1st of such year shall receive one week's pay at their regular weekly rate as of such December 1 st.**
 - (v) **Christmas Bonus will be paid on or before December 15th each year. An employee absent from work, for reasons other than layoff, in excess of six (6) months in any qualifying year shall have this Christmas Bonus prorated based upon his actual time at work. Christmas Bonus will be pro-rated for any employee on lay-off who has been on lay-off for thirty (30) days or more as of December the 1st and pay will be based upon the number of months worked in the qualifying year.**
- (4) **Reference made to District Manager shall mean General Manager, A&P Drug Mart, and similarly, references made to Store Manager shall mean Pharmacy Manager.**
- (5) **Should a full time Pharmacist's Assistant be laid off to part-time status in an A&P Drug Mart in which a part-time Pharmacist is employed for less than twenty-four (24) hours per week, it is agreed that such part-time Pharmacist shall not perform work normally performed by a bargaining unit employee.**

APPENDIX "F"

Local Union 175 is recognized as the bargaining agent of those employees classified as set out below, who are employed in a "scratch" or "combo" bakery located in a Retail Store as set out in Section 1 .01 .

The employee shall be covered by the terms and provisions of the Collective Agreement to which this appendix is appended, except as follows:

- 1) Employees hired prior to August 10, 1997, may be scheduled to commence their shift at four (4:00) a.m., and shall receive a premium of eighty (.80¢) cents per hour for all hours worked from four (4:00) a.m. to eight-thirty (8:30) a.m.
- 2) Employees hired prior to August 10, 1997 shall be paid in accordance with the following schedule:

Service Clerk	Eff. <u>6.16.97</u>	Eff. <u>6.14.98</u>	Eff. <u>6.13.99</u>	Eff. <u>6.18.2000</u>
<u>Start</u>	<u>\$285.97</u>	<u>\$293.37</u>	<u>\$304.47</u>	<u>\$317.42</u>
<u>3 Months</u>	<u>314.74</u>	<u>322.14</u>	<u>333.24</u>	<u>346.19</u>
<u>6 Months</u>	<u>357.08</u>	<u>364.48</u>	<u>375.58</u>	<u>388.53</u>
<u>9 Months</u>	<u>401.50</u>	<u>408.90</u>	<u>420.00</u>	<u>432.95</u>
<u>12 Months</u>	<u>452.16</u>	<u>459.56</u>	<u>470.66</u>	<u>483.61</u>
<u>15 Months</u>	<u>502.83</u>	<u>510.23</u>	<u>521.33</u>	<u>534.28</u>
<u>18 Months</u>	<u>553.49</u>	<u>560.89</u>	<u>571.99</u>	<u>584.94</u>
<u>21 Months</u>	<u>609.35</u>	<u>616.75</u>	<u>627.85</u>	<u>640.80</u>
<u>24 Months</u>	<u>670.30</u>	<u>677.70</u>	<u>688.80</u>	<u>701.75</u>

Decorator

<u>Start</u>	<u>\$276.67</u>	<u>\$284.07</u>	<u>\$295.17</u>	<u>\$308.12</u>
<u>3 Months</u>	<u>336.77</u>	<u>344.17</u>	<u>355.27</u>	<u>368.22</u>
<u>6 Months</u>	<u>396.88</u>	<u>404.28</u>	<u>415.38</u>	<u>428.33</u>
<u>9 Months</u>	<u>456.99</u>	<u>464.39</u>	<u>475.49</u>	<u>488.44</u>
<u>12 Months</u>	<u>520.95</u>	<u>528.35</u>	<u>539.45</u>	<u>552.40</u>
<u>15 Months</u>	<u>584.91</u>	<u>592.31</u>	<u>603.41</u>	<u>616.36</u>
<u>18 Months</u>	<u>670.30</u>	<u>677.70</u>	<u>688.80</u>	<u>701.75</u>

APPENDIX "F"

Apprentice Baker	Eff. 6.16.97	Eff. 6.14.98	Eff. 6.13.99	Eff. 6.18.2000
Start	\$287.07	\$294.47	\$305.57	\$318.52
3 Months	324.13	331.53	342.63	355.58
6 Months	361.20	368.60	379.70	392.65
9 Months	398.27	405.67	416.77	429.72
12 Months	435.33	442.73	453.83	466.78
15 Months	472.40	479.80	490.90	503.85
18 Months	513.31	520.71	531.81	544.76
21 Months	554.23	561.63	572.73	585.68
24 Months	595.15	602.55	613.65	626.60
27 Months	636.06	643.46	654.56	667.51

Journeyman Baker

30 Months	\$676.92	\$684.32	\$695.42	\$708.37
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3) Wage Progression for employees hired after August 10, 1997

Service Clerk, Decorator

Start	\$15.25
12 Months	15.50
24 Months	15.75
36 Months	16.00

Baker

Start	\$15.50
12 Months	15.75
24 Months	16.00
36 Months	16.25

Full-time employees hired after August 10, 1997, will be paid according to the new wage schedules and shall not be subject to any other negotiated wage increase. Part-time employees who are promoted after August 10, 1997 to full-time status, will not receive credit for their part-time service for the purpose of wage progression.

4) Bakery Department Head	Eff. 6.16.97	Eff. 6.14.98	Eff. 6.13.99	Eff. 6.18.2000
30 Months	\$762.22	\$769.62	\$780.72	\$793.67

THIS AGREEMENT made this 10th day of August, 1997.

BETWEEN:

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

OF THE FIRST PART

- and -

UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION, LOCAL UNION 175,
(herein called the "Union")

OF THE SECOND PART

ARTICLE 1
RECOGNITION

- 1.01 The Company recognizes the Union as the exclusive collective bargaining agent for all employees of the Company in its Retail Stores located in the Province of Ontario, regularly employed for not more than twenty-four (24) hours per week and students employed during off school hours and the school vacation period, save and except employees of its retail stores located at 671 Grand Ave. E., Chatham, 7650 Tecumseh Rd., 2491 Dougall Ave. and 1440 Huron Church Rd., Windsor, and 560 Exmouth St., Sarnia.
- 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
UNION SECURITY

- 2.01 The Company agrees that each employee will be required to sign an authorization card directing the Company to deduct Union initiation fees and weekly dues from the first pay due him, and such dues weekly there after. Any such authorization shall take effect as of the next regular deduction date after it is received by the Company. The fees and dues shall be forwarded to the Union monthly by the 15th day of the following month.

- 2.02 The Company will, at the time of making each remittance hereunder to the Financial Secretary of the Union, supply a statement consisting of an alphabetical listing for Local 175 (P.T.) showing each employee's name, social insurance number and designated store number. In addition, the Company shall supply the Union with a list of the names of employees hired and terminated each month and the hourly rate of the newly hired employees, as well as, on a quarterly basis, a list of employees' names, social insurance numbers, addresses, and telephone numbers currently on file, with such list to be sorted alphabetically within store and by ascending store number.
- 2.02 (a) Part time employees temporarily working full time hours who are advanced to permanent full time under Section 10.14 (a) of the Part Time Agreement shall be required to pay full-time Union dues and shall have their dues adjusted accordingly by the Company.
- 2.03 It is agreed that the Union will indemnify and save the Company harmless for 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 III
RELATIONSHIP

- 3.01 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.
- 3.02 The Company and the employees shall not enter into any agreement inconsistent with the provisions of this Collective Agreement.

ARTICLE IV
MANAGEMENT FUNCTIONS

- 4.01 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 stores and facilities, services to be performed and the methods, procedures and equipment in connection therewith, determine the goods to be sold 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, layoff, 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 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, slow-down, sit-down or other action which interferes with work or operations, or picketing of any kind or form whatsoever, however peaceful.

ARTICLE VI

STEWARDS

- 6.01 The Union may elect or appoint one (1) Steward and two (2) alternate Stewards for each store. The duties of a Steward shall be to assist employees working in the store which the Steward represents in servicing complaints or grievances in accordance with the Grievance Procedure in dealing with matters arising under the terms of this Agreement.
- 6.02 The Union shall once every six (6) months keep the Manager, Industrial Relations notified in writing of the names of its authorized Stewards and other Local Union Representatives and the respective dates of their appointment.

- 6.03 The Union acknowledges that the Stewards and other Local Union Representatives 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 the Store Manager, or his appointee, which permission will not be unreasonably withheld. In accordance with this understanding, the Company will compensate such Stewards at their regular straight time hourly rate for time spent servicing complaints or grievances hereunder during their regular working hours.
- 6.04 A. The Company agrees that, whenever an interview is held with an employee that becomes part of his record regarding his work or conduct, a steward will be present as a witness. The employee may request that the steward leave the meeting.
- B. In the event a steward is not present, the condition will be brought to the attention of the employee. The meeting that becomes part of the employee's record will be postponed until the steward is available.
- C. If the meeting is held without the steward, any conclusion, verbal or written will be null and void except in the case where the employee requested the steward to leave.
- D. Should any reprimand, warning or disciplinary measure be issued in writing, the employee in question shall receive a copy of such written reprimand, warning or disciplinary measure within seven (7) worked days of the discovery of the alleged offence, except that an extension of time may be requested in order to complete an investigation.

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 seven (7) working days after the circumstances giving rise to the grievance originate or occur in the following manner and sequence:

STEP NO. 1

The employee concerned and the Steward will discuss the complaint or grievance with the Store Manager, or his appointee. The Store Manager, or his appointee, may have such assistance as he may desire during the discussion. Failing settlement, the Store Manager, or his appointee, shall give an oral decision within three (3) working days following presentation of the complaint or grievance to him; failing settlement -

STEP NO. 2

Within three (3) working days after the decision is given under Step No.1, the written grievance shall be submitted by the Steward to the Store's District Manager, or his appointee. The grievance shall be signed by the employee and shall set out the nature of the grievance, the section(s) allegedly violated and the remedy sought. A discussion will be held between the District Manager, or his appointee, and the Business Representative of the Union. The District Manager, or his appointee, shall deliver his decision in writing within five (5) working days following the date of such discussion; failing settlement

STEP NO. 3

Within five (5) working days after the decision is given within Step No. 2, the grievance may be submitted in writing to the Manager, Industrial Relations, or his appointee. If requested, a meeting may be held within a further period of five (5) working days between the Manager, Industrial Relations, or his appointee, and representatives of the Union. It is also understood that the parties may have such counsel and assistance as they may desire at any meeting. 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.

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

- 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 twenty (20) working days after the decision under Step No. 3 is given, it shall be deemed to have been abandoned.
- 7.03 A grievance arising directly between the Company and the Union involving the interpretation, application or alleged violation of this Agreement shall be submitted in writing. 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. 3 of the Grievance Procedure, within ten (10) 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 and a meeting will be held 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 the employee within the time limits specified above the employee shall be entitled to submit the grievance to the next stage including arbitration.
- 7.05** Sundays, holidays or other days on which the Company's stores are closed for regular business will not be counted in determining the time within which any action is to be taken or completed under the Grievance or Arbitration Procedures.
- 7.06** No employee shall be discharged without just cause, except that the discharge of an employee during his probationary period shall not be the subject of a grievance, it being understood that the Company shall have the right to discharge a probationary employee with or without just cause. A claim by an employee who has completed his probationary period that he has been disciplined, suspended or discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Store Manager within four (4) working days after the employee is disciplined, suspended or discharged and the first step of the Grievance Procedure will be omitted in any such case.

Such discipline, suspension or discharge grievance may be dealt with under the Grievance Procedure by:

- (a) confirming the Company's action in disciplining, 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.
- 7.07** Disciplinary warnings and/or reprimands which pre-date a disciplinary action by more than twelve (12) months, shall not be adduced in evidence against an employee 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 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 this 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 matters 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 it and the parties shall jointly and equally bear the fees and expenses, if any, of the Chairman of such Board of Arbitration.
- 8.06** If the Company and the Union mutually agree to appoint a single arbitrator, the foregoing provisions of this Article shall apply to such single arbitrator.

ARTICLE IX

SENIORITY

- 9.01 An employee will be on probation and shall not acquire seniority until after one hundred and fifty (150) worked hours or ninety (90) days during one period of employment, whichever comes first, and shall then count from the date of employment with the Company.
- 9.01 (a) Stores shall prepare and post a part-time Seniority list at least once every six months.
- 9.02 Seniority shall be lost and employment deemed to be terminated if the employee:
- (a) Voluntarily quits.
 - (b) Is discharged for cause and the discharge is not reversed through the Grievance Procedure.
 - (c) Is laid off for a period of twenty-six (26) consecutive weeks.
 - (d) Fails to return to work at the expiration of a Leave of Absence, without a reason satisfactory to the Company.
 - (e) Has an unreported absence for three (3) consecutive scheduled working days without a satisfactory reason.
- 9.03 Seniority for all purposes will be on an individual store basis except as provided for herein.
- (a) In the event a store closes, laid off employees of the store that is closing may bump employees with less seniority in other stores within the seniority region as per Appendix "C" of the full-time agreement, providing they apply within one week of the notification of store closure. In this case they will be credited with seniority equal to their seniority in the closed store. Should such store closing result in the reduction of the scheduled hours of an employee to the extent that such hours are less than those of a junior employee in one of his two (2) closest stores, such employee may request to bump into one of his two (2) closest stores. Such request must be made in writing to the Store Manager within four (4) weeks of the reduction of hours. Such bump shall be implemented within two (2) weeks following the request. In this case they will be credited with seniority equal to their seniority in their previous store.
 - (b) If a new store opens in the area, employees on lay-off will be offered the first opportunity for employment, providing they apply, and will carry their seniority.

In the application of the above it is agreed that such positions will be filled on the basis of seniority, skill and qualifications for the job concerned and availability for work.

9.04 When additional full-time employees are required the Company will give preference to part-time employees on the basis of seniority, skill and qualifications for the job concerned and availability for work. Although not a requirement employees may complete a form, provided by the Company, indicating their interest in full time employment and/or training within their store. Such training shall be assigned to the senior employee who has applied in writing, providing the employee has the skill and qualifications to warrant the training.

9.05 In the event a part-time employee moves from an existing store to a new store, he will retain his seniority in his original store for a period of nine (9) weeks during which time he will have the option to move back should he so desire. In the event he decides to stay in the new store he shall carry his full seniority.

- (a) In the event the Company opens a new store, part time employees of the stores within the appropriate District Manager's territory shall be given first opportunity to transfer to the new store on the basis of seniority, providing they have the skill and qualifications for the job concerned, and they apply at least two (2) months in advance of the store opening.

When additional full time employees are required in the case of a new store opening, the Company will give preference to part-time employees of stores within the seniority area of the new store as set out in Appendix "C" of the full time agreement, on the basis of seniority, skill and qualifications for the job concerned, and availability for work, providing such employee has applied for full-time employment at least two (2) months prior to the opening of the new store.

9.06 Service with the Company, which means the total length of time an employee has worked for the Company in all stores will be continuous, regardless of seniority, in order that total service will be the determining factor for Vacations and Wage Rates.

ARTICLE X
HOURS OF WORK

10.01 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.

- (a) Employees may be scheduled to commence a regular shift no sooner than nine (9) hours after the completion of a regular shift.

(b) A request for an occasional Saturday off shall not be denied unjustifiably, and shall not result in a reduction of hours where hours are available.

10.02 An employee who is unable to report for work as scheduled will advise the Store Manager or his appointee as far in advance as possible but no later than his scheduled starting time.

10.03 It being agreed that the Company is entitled to schedule overtime work, authorized work performed in excess of eight (8) hours in the 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, provided that there shall be no duplication or pyramiding of any premium payments, nor shall the same hours worked be counted as part of the regular work week and also as hours for which an overtime premium is payable.

10.04 The hours of work will be assigned according to seniority, providing the senior employee has the required skill and competence to perform the work and is available. In the case of a part time employee with less than one (1) year's seniority, the Company will where practicable schedule available part-time hours to a minimum of five (5) hours per week in the store in which he works. In the case of a part time employee, with more than one (1) year's seniority, the Company will where practicable, schedule available part-time hours to a minimum of fifteen (15) hours per week in the store in which he works. In the case of a part time employee with more than five (5) years' seniority, the Company will where practicable schedule available part time hours to a minimum of eighteen (18) hours per week in the store in which he works. In the case of a part time employee with more than seven (7) years' seniority, the Company will where practicable schedule available part time hours to a minimum of twenty-two (22) hours per week in the store in which he works. In the case of a part time employee with more than eight (8) years' seniority, the Company will where practicable schedule available part time hours to a minimum of twenty-four (24) hours per week in the store in which he works. It being understood, this does not apply to an employee called in to replace another employee, or to an employee called in to work at a time when there are less than fifteen (15), eighteen (18), twenty-two (22), or twenty-four (24) available hours remaining in the week.

An employee who is required to commence a shift prior to 6:45 A.M. shall be scheduled for no less than eight (8) hours on that day.

10.05 Two (2) times an employee's regular straight time hourly rate will be paid for authorized work performed on a Statutory Holiday. Work performed on Sunday shall be voluntary. A premium of \$1.60 shall be paid for all hours worked on Sunday, which are related to the store opening for business. For further clarity, "all hours worked on Sunday which are 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. All other hours worked on Sunday when a store opens for business shall be paid at one and one-half (1 1/2) times an employee's regular straight time hourly rate, and all hours worked on a Sunday when a store does not open for business shall be paid at two (2) times an employee's straight time hourly rate. Hours worked on Sunday shall be over and above the regular work week.

10.06 A schedule showing the part-time employee's hours of work for the following week will be posted Thursday by twelve (12) noon. It is agreed that such posting does not constitute a guarantee of work for that week. If part time employees are scheduled to report for work and work is not available, they will be notified at least two (2) hours in advance of their scheduled starting time not to report to work. All changes shall be marked on the posted schedule the same day.

(a) A copy of the weekly work schedule will be given to the Local Union Steward.

10.07 Non-students covered by this Agreement shall not be called in for less than four (4) hours.

10.08 Students covered by this Agreement shall not be called in for less than four (4) hours on evenings when the store is open for business, Fridays, Saturdays, Sundays, Statutory Holidays and during school vacation periods.

10.09 An employee who works eight (8) hours in a day will be entitled to a one (1) hour meal period without pay. An employee who works more than five (5) hours and less than eight (8) hours in a day will be entitled to a one-half (1/2) hour meal period without pay.

10.10 There shall be no split shift except for the meal period of one (1) hour.

10.1 1 An employee scheduled to work an eight (8) hour shift between the hours of store closing and store opening shall receive a premium of eighty (.80¢) cents per hour for all such hours worked. Employees scheduled for work prior to store opening shall receive a premium of fifty (.50¢) cents

per hour for such hours actually worked prior to 8:30 A.M. on Saturdays and 9:00 A.M. on all other days. Employees scheduled for work after 6:15 P.M. on Saturdays shall receive a premium of one (\$1 .00) dollar per hour for such hours actually worked after 6: 15 P.M.

10.12 Employees scheduled for a seven (7) hour shift ending after 6:15 P.M. in a store that is open for evening customer shopping after 6:00 P.M. shall receive \$3.00 supper money. An employee scheduled to work a seven (7) hour shift ending after 6:30 P.M. when the store is not open for evening customer shopping after 6:00 P.M. shall receive \$3.00 supper money. Where a store is open to twelve (12:00) midnight or later, evening shifts shall not be scheduled to finish beyond twelve (12:00) midnight. A part time employee will not be permitted to close a store.

(a) In the event a store is subject to twenty-four hour or extended hour operations, the following provisions shall apply:

1. An employee may be scheduled to work two (2) evenings per week to 12:00 midnight.
2. An employee shall receive a premium of eighty (.80¢) cents per hour for all regular hours worked between 9:00 p.m. and 12:00 midnight.
3. A night shift premium of eighty (.80¢) cents shall be paid in the same form and the same manner as prevailed when there were specific store opening and closing hours.
4. All other provisions of the current Collective Agreement shall apply.

10.13 In the event employees are scheduled to perform work in excess of the regular work week, insofar as is practicable to do so, the Company will make every reasonable effort to rotate such work to employees in the respective job classifications concerned, provided such employees are available and have the physical fitness, skill and ability to do the work.

10.14 (a) On the basis that recognition is given by the Union to the requirement of the Company to have part-time employees temporarily working full-time hours from time to time, the Company agrees that part-time employees, other than students, temporarily working full-time hours due to leave of absence, training, illness, accident, vacation, or in summer point stores, for a period in excess of sixteen (16) consecutive weeks, or due to business fluctuations for a period in excess of five (5) consecutive weeks, will, at the completion of the respective periods, be reclassified to full-time status, and will then acquire full-time seniority dates in accordance with Article 9.09 (a) & (b) of the Full Time Collective Agreement calculated as of the date that they commenced temporarily working full-time hours.

(b) Part-time employees temporarily working full-time hours shall be paid their regular straight time hourly rate or the starting rate of the appropriate job classification, whichever is the greater, during the period of such temporary assignment. In the event that such employees are

reclassified to full-time status in accordance with 10.14 (a) they shall receive, retroactive as of the date that they commenced temporarily working full-time hours, the rate of pay that corresponds to the full-time seniority date with which they are credited and any progression increase to which they might be entitled.

ARTICLE XI
WAGE RATES

- 11 .01 (a) The Company agrees to pay and the Union agrees to accept for the term of this Agreement, the classifications and hourly wage rates applicable thereto as set forth in Appendix "A".

Effective on the dates shown, employees hired prior to August 10, 1997 shall receive increases as follows:

Effective June 16, 1997 - 20¢ per hour
Effective June 14, 1998 - 20¢ per hour
Effective June 13, 1999 - 30¢ per hour
Effective June 18, 2000 - 35¢ per hour

- (b) An employee who starts at a higher rate than that shown shall progress to the next rate in the time interval shown. (For example, an employee starting at the three (3) month rate shall progress to the six (6) month rate three (3) months after his date of employment and so on, if applicable). Article 11.01 (b) shall not apply in the event that Ontario minimum wage legislation results in a minimum wage which is greater than the start rate of pay.
- (c) Merit increases will not delay or affect the regular increases to which an employee is entitled in accordance with Appendix "A".
- (d) Part-time employees will not be scheduled to work in excess of twenty-four (24) hours per week during the regular work week. In the event such employees are required to work beyond twenty-four (24) hours during the regular work week they shall be paid at time and one-half their regular straight time hourly rate for such excess hours.
- (e) A full-time employee, receiving the twenty-four (24) month rate of pay, who is laid off to part time hours, will receive for such hours the top part time rate in accordance with Appendix "A" for the period that such employee is laid off and has recall rights.
- (f) 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 Christmas Bonus of fifteen (15) 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 twelve (12) months' continuous service with the Company shall be entitled to a Christmas Bonus of twenty-five (25) 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 three (3) years' continuous service with the Company shall be entitled to a Christmas Bonus of forty (40) 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 five (5) years' continuous service with the Company shall be entitled to a Christmas Bonus of fifty (50) dollars payable on or before December 15th.

- (g) For the life of this Collective Agreement, pay day will be on Friday each week and pay cheques shall be available no later than noon on Friday, except for reasons beyond the control of the Company.

ARTICLE IX

LEAVE OF ABSENCE

12.01 Written request for leave of absence without pay shall be considered by the Company. It is understood that any leave of absence is subject to reasonable notice being given to the Company. In the event such leave of absence is not used for the purpose granted, the employee may be subject to disciplinary action up to and including dismissal. It is further understood that leaves of absence will be honored on a first come first served basis. Approval of leave of absence, as defined, shall not be unreasonably withheld. Within fourteen (14) days of receipt of an application for Leave of Absence an employee will receive a written reply.

If Leave is denied written reasons will be given for the denial. All requests for Leave of Absence will be directed to the Manager, Personnel through the Store Manager.

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

- (a) An employee may commence pregnancy leave at any time following three (3) months after commencement of pregnancy.
- (b) The pregnancy leave of an employee shall be no less than seventeen (17) weeks in duration.
- (c) The pregnancy leave of an employee shall end no later than seventeen (17) weeks after the date of birth.
- (d) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends.
- (e) Parental leave ends a maximum of eighteen (18) weeks after it begins.
- (f) Parental/Pregnancy leave forms referred to above shall be posted on the bulletin boards of the Employer.

12.03 It is agreed that a student who applies will be granted Leave of Absence, without pay, for the summer vacation period for the purpose of obtaining full-time employment elsewhere.

ARTICLE IX
VACATIONS

13.01 An employee shall receive by May 1 st in any year vacation pay equal to four (4%) percent of the previous year's earnings, except that an employee with five (5) years or more service as of May 1 st in any year shall receive vacation pay equal to six (6%) percent of the previous year's earnings, and an employee with nine (9) years or more service as of May 1st in any year shall receive vacation pay equal to eight (8%) percent. Furthermore, an employee shall be granted up to three (3) weeks off without pay for vacation purposes in accordance with the Full-time vacation entitlement schedule. An employee with five (5) years or more of service as of May 1st of any year shall be entitled to three (3) weeks of vacation time off without pay. An employee with nine (9) years or more of service as of May 1st of any year shall be entitled to four (4) weeks of vacation time off without pay.

Each store will, by March 1st in each calendar year, post a vacation schedule form listing the employees in order of seniority. An employee wishing to take vacation must submit his request for preference on vacation dates, covering his complete vacation, by April 1st, in order that the Company may finalize and post vacation schedules by April 15th, however seniority shall not apply if the employee fails to make his selection by April 1st.

In scheduling such vacations the Company will endeavour to allow employees to exercise their choice in accordance with their seniority status.

Employees will be scheduled upon request to have the Saturday immediately prior to their vacation as their day off for that week, but will be limited to a maximum for those who qualify, of three (3) such Saturdays in a calendar year, and such scheduling shall not result, where practicable, in a reduction of an employee's minimum hours.

Prior to going on vacation, an employee will be advised of his first scheduled shift upon completion of his vacation.

If a statutory holiday falls during an employee's vacation, he shall not be scheduled to work on the Monday following the vacation if so requested.

ARTICLE XIV

BUSINESS REPRESENTATIVE

14.01 Subject to the following conditions, a Business Representative of the Union will be entitled to visit a store covered by this Agreement during working hours at reasonable times to interview employees or to inspect working conditions, provided:

- (a) he first reports to the Store Manager, or his appointee;
- (b) such a visit will not unreasonably interfere with work or service to the customer;
- (c) he complies with Company regulations governing employees.

ARTICLE XV

REST PERIODS

15.01 Employees will be granted a fifteen (15) minute rest period without loss of pay during each half of each shift as near to the mid-point of the half shift as is practicable. An employee who works a seven (7) hour shift shall be entitled to two (2) fifteen (15) minute rest periods.

ARTICLE XVI

SAFETY AND HEALTH

16.01 The Company shall continue to make reasonable provisions for the safety and health of its employees at the stores during the hours of their employment.

ARTICLE XVII

GENDER

17.01 It is understood that the use of the masculine gender shall include the feminine gender, unless otherwise specifically provided.

ARTICLE
UNIFORMS AND TOOLS

18.01 Uniforms, bow-ties, aprons, coats, carry-out coats and/or receiver coats, gloves, as well as one pair of water-proof over-boots and one water-proof apron for each meat department will be provided without charge, and such uniforms will be laundered by the Company. Notwithstanding the foregoing, coloured uniform toppers may be provided by the Company from time to time to the female members of the Service Clerk classification without charge on the understanding that such garments are to be laundered by the employees at no cost to the Company. Tools as required by the Company will be provided and such tools will be sharpened at no expense to the employee.

ARTICLE XIX
REST ROOMS

19.01 Rest rooms shall be provided and kept in a sanitary condition. The employees shall co-operate with the Company in keeping the rest rooms in a clean and satisfactory condition.

ARTICLE XX
SPECIFIED HOLIDAYS

20.01 An employee shall be entitled to pay for the following specified holidays:

New Year's Day
Good Friday
Victoria Day
Dominion Day

Boxing Day

Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day

In order to qualify for specified holiday pay, the employee must have:

- (a) Been in the employ of the Company for three (3) months or more immediately prior to such holiday.
- (b) Worked at least ten (10) days in the thirty (30) calendar days preceding the holiday.
- (c) Worked his regular scheduled shift preceding and following the holiday unless he has a justifiable reason.

Providing that the above conditions have been met, the number of specified holiday hours (to a maximum of eight (8)) that an employee shall be credited with in each instance, to be paid at his regular straight-time hourly rate of pay, shall be determined by totalling the number of hours worked by the employee in the four (4) week period preceding the week of the holiday, and dividing the total by the number of days worked in the same period. An employee with five (5) years' service, who otherwise qualifies for payment, shall receive a minimum holiday payment of five (5) hours at his regular rate. Such payment shall be made within four (4) weeks of a holiday except for reasons beyond the Company's control.

20.02 The employees shall receive the benefit of any additional holiday that may be proclaimed by the Government during the life of this Agreement.

20.03 In the event a Specified 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 Specified Holiday, the next work day shall be recognized and paid as a holiday.

ARTICLE XXI

BEREAVEMENT PAY

21 .01 A part time employee with twelve (12) months' seniority or more will be given pay for hours scheduled to attend the funeral in case of death in the immediate family, who are identified as, brother, sister, father, mother, spouse as defined in law, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, brother-in-law, sister-in-law, son-in-law and daughter-in-law, for up to three (3) days.

ARTICLE XXII

JURY DUTY

22.01 An employee who is called for jury duty or is subpoenaed as Crown witness in a criminal proceeding will receive for an absence from scheduled work therefor, the difference between pay computed at the employee's regular straight time hourly rate of pay for the number of regular hours scheduled for the employee on the day in question and the amount of jury fee or conduct money received provided:

- (i) He furnishes the Company with a certificate of service, signed by the Clerk of the Court showing the amount of jury fee or conduct money received;**
- (ii) The Company is given at least forty-eight (48) hours notice prior to the time he is to report for jury duty or attendance at trial; and**
- (iii) He reports for work during the hours he is not required to serve on the jury or testify as such Crown witness except that he will not be required to report for work if less than two (2) hours of his regular shift remain to be worked.**
- (iv) An employee who is scheduled to work an evening shift, having spent the whole day on jury duty, shall qualify for jury duty pay for the evening shift.**

ARTICLE XXIII

PENSION

23.01 By agreement of the parties, provision has been made for participation in the Canadian Commercial Workers Industry Pension Plan (C.C.W.I.P.P.), to be effective on July 1, 1994.

- (i) The contribution rates to C.C.W.I.P.P. shall be those that are contained in the Contribution Agreement of the major retail food Employers who participate in C.C.W.I.P.P., dated April 20, 1994 which expires on December 31, 1999.**
- (ii) There shall be no diminishment of accrued benefits earned through June 30, 1994 and any and all past and future benefit improvements shall be the responsibility of the Trustees of C.C.W.I.P.P.**
- (iii) The Company and Union agree that continuous service with the employer or membership in the Union will be credited in establishing an employee's eligibility to attain the 2-year vesting established in C.C.W.I.P.P. regardless of the number of hours worked.**

ARTICLE XXIV - OPTICAL PLAN

24.01 The Company agrees to provide an Optical Plan for part-time employees with four (4) years of continuous service who work six hundred (600) hours per calendar year, on the basis of a ten (\$10.00) dollar deductible and with an eighty (80%) percent co-insurance feature. The plan shall provide a benefit for employees only, and for dependents of an eligible employee who are under age 18 and who are not covered by any other plan of up to one hundred and twenty-five (\$125.00) dollars, over two (2) consecutive years for frames, lens, and prescription glass, and up to two hundred (\$200.00) dollars over two (2) consecutive years for artificial eyes, services of visual training, and non-cosmetic corrective prescription contact lens, resulting from visual acuity of less than 20/40 or corneal disease (special cases only).

ARTICLE XXV - TIME CLOCKS

25.01 Time clocks will be provided in each of the stores for the purpose of recording all time worked.

ARTICLE XXVI - ILLNESS AND INJURY

26.01 If an employee, who has completed his probationary period, is injured while at work and is required to leave the store for medical attention, he will be paid 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.

26.02 An employee absent due to illness or accident shall not be discharged during the period of his absence, providing that the absence is justifiable and further, that any progression rate increases shall cease twenty-six (26) weeks following the commencement of the absence.

26.03 An employee temporarily unable to perform his previous duties due to an injury received in the employ of the Company, who can return to work under temporary medical restriction, may be assigned by the Company to a temporary modified work program, within his own job classification or given such other work as is available and which he is capable of performing, following agreement regarding such program, among the W.C.B. Rehabilitation Counsellor, the Health & Safety Department, the District Manager or his appointee, and the employee concerned.

ARTICLE XXVII - GENERAL

- 27.01 The Employer and the Union agree there shall be no discrimination on account of race, colour, creed, age, sex or marital status.

ARTICLE XXVIII - O.H.I.P.

- 28.01 Effective January 1, 1989, the Company shall make reimbursement of seventy-five (75%) percent of the cost of single coverage, or in the case of a single parent, dependent coverage, to part-time employees with five (5) years service and who work six hundred (600) hours in the previous calendar year, with payments to be made quarterly upon proof of purchase.

ARTICLE XXIX - DRUG PLAN

- 29.01 Effective January 1, 1998, a drug plan is to be established for part time employees with five (5) years service or more, who are not otherwise covered, and who work 600 hours or more in the prior calendar year, with a \$25.00 annual deductible.

ARTICLE XXX - SUCCESSORS AND ASSIGNS

- 30.01 The 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 the Agreement.

ARTICLE XXXI

DURATION AND TERMINATION

- 31.01 This Agreement shall continue in effect until the 17th day of June, 2001 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.
- 31.02 Negotiations shall begin within twenty (20) days following notification for amendment as provided in the preceding paragraph, or on such date as agreed on by the parties.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by its duly authorized representatives this day of , 1997.

FOR THE COMPANY _____

FOR LOCAL UNION 175 _____

APPENDIX "A"
LOCAL UNION 175
PROGRESSIONS AND HOURLY WAGE RATES
APPLICABLE THERETO

1) For Employees Hired Prior to August 10, 1997:

	Eff. <u>6.16.97</u>	Eff. <u>6.14.98</u>	Eff. <u>6.13.99</u>	Eff. <u>6.18.2000</u>
Start	\$7.05	\$7.25	\$7.55	\$7.90
3 Months	7.10	7.30	7.60	7.95
6 Months	7.15	7.35	7.65	8.00
9 Months	7.20	7.40	7.70	8.05
12 Months	7.25	7.45	7.75	8.10
15 Months	7.30	7.50	7.80	8.15
18 Months	7.35	7.55	7.85	8.20
21 Months	7.74	7.94	8.24	8.59
24 Months	8.26	8.46	8.76	9.11
27 Months	8.78	8.98	9.28	9.63
30 Months	9.30	9.50	9.80	10.15
33 Months	9.82	10.02	10.32	10.67
36 Months	10.34	10.54	10.84	11.19
39 Months	10.86	11.06	11.36	11.71
42 Months	11.38	11.58	11.88	12.23
45 Months	11.90	12.10	12.40	12.75
48 Months	14.55	14.75	15.05	15.40

2) For Employees Hired After August 10, 1997:

0 - 500 hours	\$ 6.85
501 - 1250 hours	\$ 7.25
1251 - 2000 hours	\$ 7.50
2001 - 2750 hours	\$ 7.75
2751 - 3500 hours	\$ 8.00
3501 - 4250 hours	\$ 8.50
4251 - 5000 hours	\$ 9.00
5001 - 5750 hours	\$ 9.50
5751 - 6500 hours	\$10.25
6501 - 7250 hours	\$10.75
7251 - 8000 hours	\$11.50
8001 - 8750 hours	\$12.00
+ 8751 hours	\$12.50

Such part-time employees shall not be subject to any other negotiated wage increases.

APPENDIX "B"

Local Union 175 is recognized as the exclusive bargaining agent of part-time employees, employed in those outlets of A & P Drug Mart Ltd. located in the Retail Stores of the Great Atlantic & Pacific Company of Canada, Limited in the Province of Ontario. Such employees, who shall be required to have successfully completed an accredited course for Pharmacist's Assistants at a recognized College, or, have equivalent experience obtained by working with a licensed Pharmacist for a period of not less than two (2) years, shall be covered by the terms and provisions of the Collective Agreement expiring on June 17th, 2001 between Local Union 175 and The Great Atlantic & Pacific Company of Canada, Limited, except as follows:

- (I) Article XI and Appendix "A" are deleted for the purpose of Appendix "B", and replaced with the following:
- (a) An employee hired prior to August 10, 1997, working in a pharmacy, as described above, shall be paid in accordance with the following progressions and hourly wage rates which have been amended to reflect the following wage increases.

Effective June 16, 1997 - 20¢ per hour
Effective June 14, 1998 - 20¢ per hour
Effective June 13, 1999 - 30¢ per hour
Effective June 18, 2000 - 35¢ per hour

	Eff. <u>6.16.97</u>	Eff. <u>6.14.98</u>	Eff. <u>6.13.99</u>	Eff. <u>6.18.2000</u>
Start	\$7.05	\$7.25	\$7.55	\$7.90
3 Months	7.10	7.30	7.60	7.95
6 Months	7.15	7.35	7.65	8.00
9 Months	7.20	7.40	7.70	8.05
12 Months	7.25	7.45	7.75	8.10
15 Months	7.30	7.50	7.80	8.15
18 Months	7.35	7.55	7.85	8.20
21 Months	7.74	7.94	8.24	8.59
24 Months	8.26	8.46	8.76	9.11
27 Months	8.78	8.98	9.28	9.63
30 Months	9.30	9.50	9.80	10.15
33 Months	9.82	10.02	10.32	10.67
36 Months	10.34	10.54	10.84	11.19
39 Months	10.86	11.06	11.36	11.71
42 Months	11.38	11.58	11.88	12.23
45 Months	11.90	12.10	12.40	12.75
48 Months	14.55	14.75	15.05	15.40

b) An employee hired after August 10, 1997 shall be paid in accordance with the following progressions and hourly wage rates:

0 - 500 hours	\$ 6.85
501 - 1250 hours	\$ 7.25
1251 - 2000 hours	\$ 7.50
2001 - 2750 hours	\$ 7.75
2751 - 3500 hours	\$ 8.00
3501 - 4250 hours	\$ 8.50
4251 - 5000 hours	\$ 9.00
5001 - 5750 hours	\$ 9.50
5751 - 6500 hours	\$10.25
6501 - 7250 hours	\$10.75
7251 - 8000 hours	\$11.50
8001 - 8750 hours	\$12.00
+ 8751 hours	\$12.50

Such part-time employees shall not be subject to any other negotiated wage increases.

(c) 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 Christmas Bonus of fifteen (15) 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 twelve (12) months' continuous service with the Company shall be entitled to a Christmas Bonus of twenty-five (25) dollars payable on or before December 15th.

Effective in 1989, all part-time employees on the payroll of the Company as of December 1st in any year who have completed three (3) years' continuous service with the Company shall be entitled to a Christmas Bonus of forty (40) dollars payable on or before December 15th.

Effective in 1989, all part-time employees on the payroll of the Company as of December 1st in any year who have completed five (5) years' continuous service with the Company shall be entitled to a Christmas Bonus of fifty (50) dollars payable on or before December 15th.

(2) References made to District Manager shall mean General Manager, A & P Drug Mart, and similarly, references made to Store Manager shall mean Pharmacy Manager.

APPENDIX "C"

The Company may employ part-time Courtesy Clerks whose duties will be restricted to parcelling, parcel-pick-up, buggy collection, carry outs, cleaning and sweeping of the store front end, price checks, perishable product returns, replenishing grocery bags and empty bottle/can sorting and handling. The provisions of the Collective Agreement shall apply to the Courtesy Clerk classification, except as set out below:

- (i) Hours of work, which shall be placed on a separate schedule for Courtesy Clerks, will be limited to the performance of the duties listed above, and such hours will not be considered available for regular part-time employees in the application of Article 10.04.
- (ii) Courtesy Clerks shall wear a distinct apron/smock with a badge clearly identifying them as Courtesy Clerks.
- (iii) Courtesy Clerks hired prior to August 10, 1997 shall receive the following increases on the dates shown:

Effective June 16, 1997 - 20¢ per hour
 Effective June 14, 1998 - 20¢ per hour
 Effective June 13, 1999 - 30¢ per hour
 Effective June 18, 2000 - 35¢ per hour

The rates of pay for Courtesy Clerks hired prior to August 10, 1997 are as follows:

	<u>Start</u>	<u>6M</u>	<u>12M</u>	<u>18M</u>	<u>24M</u>	<u>30M</u>	<u>36M</u>
Eff. 6.16.97	\$6.90	\$7.00	\$7.10	\$7.50	\$7.85	\$8.25	\$8.70
Eff. 6.14.98	7.10	7.20	7.30	7.70	8.05	8.45	8.90
Eff. 6.13.99	7.40	7.50	7.60	8.00	8.35	8.75	9.20
Eff. 6.18.2000	7.75	7.85	7.95	8.35	8.70	9.10	9.55

- (iv) Courtesy Clerks hired after August 10, 1997 shall be subject to the following wage progression, and shall not be subject to any other negotiated wage increases:

0 - 500 hours	\$ 6.85
501 - 1250 hours	\$ 7.25
1251 - 2000 hours	\$ 7.50
2001 - 2750 hours	\$ 7.75
2751 - 3500 hours	\$ 8.00
3501 - and over	\$ 8.50

- (v) In the event that the Company has an opening for an additional regular part-time employee, the Company will give preference to the senior Courtesy Clerk of the store in question who applies and has the skill and ability to do the job to be performed in a competent manner.
- (vi) For the three (3) month period following the implementation date of the foregoing Courtesy Clerk provision, regular part-time employees will be given the option of requesting reclassification to the Courtesy Clerk classification, on the basis that upon reclassification, they will receive the Courtesy Clerk rate corresponding with their Company service.

- (vii) In the event that a grievance concerning the improper use of Courtesy Clerks succeeds, which claims a breach of the terms set out above, the Company will pay a fine of fifty (\$50.00) dollars for each individual infraction per store on the first offense, and a fine of one hundred (\$100.00) dollars per week in any one store for the second offense, followed by a two (2) week suspension of the use of Courtesy Clerks in that store on the third offense. Payment of such fines shall be made to the Union.
- (viii) A Courtesy Clerk shall not be scheduled more than 12 hours in a week.
- (ix) No more than 15% of the total store part-time hours shall be assigned to Courtesy Clerks.
- (x) During the transition period of six (6) months following the date of implementation, a regular part-time employee who is not receiving his minimum hours, and who applies with his Store Manager on a monthly basis, shall be scheduled such available Courtesy Clerk hours, providing the employee is available, that brings him up to his minimum hours, and shall be paid for such Courtesy Clerk hours at the rate on the wage schedule set out in (iii) above which corresponds with the employee's length of service.

LETTER OF UNDERSTANDING

United Food & Commercial Workers International Union,
Locals 175 & 633,
2200 Argentia Road,
MISSISSAUGA, Ontario.
L5N 2K7.

Attention: Mr. M. Fraser

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 10th day of August, 1997, relating to the following matter.

The Company agrees to make a contribution to the Training and Education Trust Fund, of fifteen (15¢) cents per hour, for all regular hours worked by full-time and part-time employees. The Company shall forward the contribution every four (4) weeks to the Union and shall include a list of employees, the number of regular hours paid and worked by each employee during each four (4) week period.

The Company and the Union agree to establish a joint Company and Union Training and Education Advisory Committee. It will be the purpose of this Committee to investigate and develop work-related training programs, and to explore the availability and make application for government funding.

The parties further agree to establish a jointly trustee Training and Education Trust Fund by December 30, 1995, with the Company and Local Union each appointing two (2) Trustees to the Fund.

Sincerely,

TAZ:pem

The foregoing is hereby acknowledged and agreed to on behalf of United Food & Commercial Workers International Union, Locals 175 & 633

T.A. Zakrzewski
Vice President,
Labour Relations

LETTER OF UNDERSTANDING

**United Food & Commercial Workers
International Union,
Locals 175 & 633,
2200 Argentia Road,
MISSISSAUGA, Ontario.
L5N 2K7.**

Attention: Mr. M. Fraser

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 10th day of August, 1997, relating to the following matter.

The parties agree that for the purpose of training candidates for management such candidates shall be employed in the Company's operations subject to the following conditions:

- (a) The number of such candidates shall not exceed twenty (20) at one time.
- (b) Candidates shall be excluded from the bargaining unit for a period not to exceed sixteen (16) weeks.
- (c) Such persons shall be in addition to the regular store complement and shall not cause the lay-off of a regular full time employee.
- (d) Following the training period such persons will, if not promoted to a management position, be returned to the bargaining unit with full seniority. Such employees may elect to return to the bargaining unit at any time during the training period.
- (e) The Union is to be notified of the names of the trainees and the training location(s).

(f) **The above provisions may be modified by agreement of the parties.**

Sincerely,

TAZ:pem

**T.A. Zakrzewski
Vice President,
Labour Relations**

**The foregoing is hereby acknowledged and
agreed to on behalf of United Food &
Commercial Workers International Union,
Locals 175 & 633.**

LETTER OF UNDERSTANDING

**United Food & Commercial Workers
International Union,
Locals 175 & 633,
2200 Argentia Road,
MISSISSAUGA, Ontario.
L5N 2K7.**

Attention: Mr. M. Fraser

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 10th day of August, 1997, relating to the following matter.

The parties agree that the following conditions shall apply to the operation of "superstores". Superstores shall not include stores whose sales volume for the previous four quarters is less than \$300,000.00 per week, or in the case of an enlarged or a new store, shall not include such store if its projected sales volume is less than \$300,000.00 per week.

- (a) Five (5) management persons per store, one (1) General Manager, two (2) Assistant General Managers, and two (2) Assistant Managers, will be excluded from the bargaining unit.**
- (b) Three (3) management persons can be excluded from the bargaining unit in seven (7) stores in addition to Store #105 Stratford. The Union agrees to meet with the Company during the life of the Agreement to investigate the possible extension of this provision.**

The Union will be provided four (4) weeks advance notification of a change in a store's management structure from five persons to three persons or vice versa.

- (c) Section 1.04 of the Agreement shall apply from the outset of the installation of the superstore management structure. The Union shall be given advance notification of stores to be declared by the Company as superstores.**

(c) All other provisions of the current Collective Agreement shall apply.

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

The foregoing is hereby acknowledged and agreed to on behalf of United Food & Commercial Workers International Union, Locals 175 & 633.

LETTER OF UNDERSTANDING

United Food & Commercial Workers
International Union,
Locals 175 & 633,
2200 Argentia Road,
MISSISSAUGA, Ontario.
L5N 2K7.

Attention: Mr. M. Fraser

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 10th day of August, 1997, relating to the following matter.

For the life of this Collective Agreement, two (2) management persons, one (1) Store Manager and one (1) Assistant Store Manager, will be excluded from the bargaining unit per store, except in the case of super stores as specified in that understanding. Assistant Store Managers in stores whose sales volume for the previous four quarters is less than \$150,000.00 per week will punch a time card for the purpose of recording all time worked, except that the foregoing shall not apply to Assistant Store Managers acting as relief Store Manager.

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

The foregoing is hereby acknowledged and agreed to on behalf of United Food & Commercial Workers International Union, Locals 175 & 633.

LETTER OF UNDERSTANDING

**United Food & Commercial Workers
International Union,
Locals 175 & 633,
2200 Argentia Road,
MISSISSAUGA, Ontario.
L5N 2K7.**

Attention: Mr. M. Fraser

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 10th day of August, 1997, relating to the following matter.

**The parties agree that Pharmacists in the employ of the
Company will be excluded from the Collective Agreement.**

Sincerely,

TAZ:pem

**T.A. Zakrzewski
Vice President,
Labour Relations**

**The foregoing is hereby acknowledged and
agreed to on behalf of United Food &
Commercial Workers International Union,
Locals 175 & 633.**

LETTER OF UNDERSTANDING

**United Food & Commercial Workers
International Union,
Locals 175 & 633,
2200 Argentia Road,
MISSISSAUGA, Ontario.
L5N 2K7.**

Attention: Mr. M. Fraser

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 10th day of August, 1997, relating to the following matter.

During the term of this Collective Agreement, the Company agrees that no full-time employee covered by this Agreement will be laid-off as a direct result of the introduction of scanning.

Sincerely,

TAZ:pem

**T.A. Zakrzewski
Vice President,
Labour Relations**

**The foregoing is hereby acknowledged and
agreed to on behalf of United Food &
Commercial Workers International Union,
Locals 175 & 633.**

LETTER OF UNDERSTANDING

**United Food & Commercial Workers
International Union,
Locals 175 & 633,
2200 Argentia Road,
MISSISSAUGA, Ontario.
L5N 2K7.**

Attention: Mr. M. Fraser

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 10th day of August, 1997, relating to the following matter.

The Company agrees that if it establishes a central cutting and packaging facility for the preparation of merchandise that is presently being sold in its Retail Stores located in the Province of Ontario, the Company shall recognize the Union as the bargaining agent of all employees of such facility save and except supervisors, and persons above the rank of supervisor, and will enter into negotiations with respect to the terms and conditions of employment. In the event that employees who are members of Local 633 are laid-off in the Retail Stores as a result of the establishment of this facility, the Company will offer employment to such employees as may be required at said facility on the basis of seniority prior to outside recruiting.

Sincerely,

TAZ:pem

**T.A. Zakrzewski
Vice President,
Labour Relations**

**The foregoing is hereby acknowledged and
agreed to on behalf of United Food &
Commercial Workers International Union,
Locals 175 & 633.**

LETTER OF UNDERSTANDING

**United Food & Commercial Workers
International Union,
Locals 175 & 633,
2200 Argentia Road,
MISSISSAUGA, Ontario.
L5N 2K7.**

Attention: Mr. M. Fraser

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 10th day of August, 1997, relating to the following matter.

With regard to the utilization of stewards as referred to in Article 6.04 (a) of both the full and part-time collective agreements, it is agreed that the order of the use of stewards shall be as follows:

- a) The steward for an employee who is a full-time member of Local 175 shall be,**
 - 1) The full-time Local 175 Steward present in that store, or;**
 - 2) The full-time Local 633 Steward present in that store, or;**
 - 3) The part-time Local 175 Steward present in that store.**

- b) The steward for an employee who is a full-time member of Local 633 shall be,**
 - 1) The full-time Local 633 Steward present in that store, or;**
 - 2) The full-time Local 175 Steward present in that store, or;**
 - 3) The part-time Local 175 Steward present in that store.**

c The steward for an employee who is a part-time member of Local 175 shall be,

- 1) The part-time Local 175 Steward present in that store, or;
- 2) The full-time Local 175 Steward present in that store, or;
- 3) The full-time Local 633 Steward present in that store.

Should no steward be present, the Company may at its discretion call in one of the above stewards in the above order.

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

The foregoing is hereby acknowledged and agreed to on behalf of United Food & Commercial Workers International Union, Locals 175 & 633.

LETTER OF UNDERSTANDING

**United Food & Commercial Workers
International Union,
Locals 175 & 633,
2200 Argentia Road,
MISSISSAUGA, Ontario.
L5N 2K7.**

Attention: Mr. M. Fraser

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 10th day of August, 1997, relating to the following matter.

No full-time employee shall be laid off as a direct result of the introduction of changes to Article 21 .01.

Sincerely,

TAZ:pem

**T.A. Zakrzewski
Vice President,
Labour Relations**

**The foregoing is hereby acknowledged and
agreed to on behalf of United Food &
Commercial Workers International Union,
Locals 175 & 633.**

LETTER OF UNDERSTANDING

United Food & Commercial Workers
International Union,
Locals 175 & 633,
2200 Argentia Road,
MISSISSAUGA, Ontario.
L5N 2K7.

Attention: Mr. M. Fraser

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 10th day of August, 1997, relating to a summary of Company employee assistance programs, as follows:

Re: Substance Abuse

- (a) Should an employee request assistance from the Company regarding an Alcohol or Drug Addiction problem, the District Manager or his appointee, the Business Representative or his appointee, and the Personnel Manager will meet with the employee to discuss his problem and seek a solution to it. If such employee is referred by his personal physician, or by the Company's physician, to a professionally recognized organization for the treatment of Alcohol or Drug Addiction and such organization recommends a program of treatment that will require time off work, such time off will be granted to the employee, whether full-time or part time. The employee will, if full-time, be eligible for payment out of any outstanding entitlement to benefits under the Sick Benefit Plan, while undergoing such treatment. Application of this policy is based on the employee's understanding that it is the Company's expectation that the problem will be corrected, and that there is no provision for any recurrence, except where such recurrence is the result of extreme or unusual circumstances.

- (b) If the Company believes that an employee is experiencing an Alcohol or Drug Addiction problem, it will inform the Business Representative and arrange a meeting with the employee concerned. If the employee confirms that he has such a problem, then the conditions set out in paragraph (a) will apply.

Re: Armed Robberies

Psychological counselling is available to full and part-time employees as deemed necessary following incidents of armed robberies. Such psychological counselling is provided by an outside agency that is experienced in this field and has as clients other major employers which face similar circumstances. The application of this program is the responsibility of the Personnel Manager of the store in question, and where applied, shall consist of on-site group and individual counselling. If a problem is raised concerning the application of the program, the Business Representative can request that the Personnel Manager review his decision.

Re: L.T.D. or W.C.B. Claims Assistance

Where an employee is faced with an unusual delay (4 weeks or longer) in the receipt of benefits in a case where the application for benefits has been filed and is not being contested by the L.T.D. insurance carrier or the Workers' Compensation Board, the employee will contact the Store Manager who in turn will investigate the delay through the appropriate departments (Health & Safety or Benefits).

In any event, where financial hardships exist, consideration will be given, based on the Store Manager's recommendation, to provide the employee with a cash advance, which the employee shall repay in full upon receipt of benefits.

Should an employee have problems in the application of this procedure, he/she may contact the Personnel Manager or the Union.

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

The foregoing is hereby acknowledged and agreed to on behalf of United Food & Commercial Workers International Union, Locals 175 & 633.

LETTER OF UNDERSTANDING

United Food & Commercial Workers
International Union,
Locals 175 & 633,
2200 Argentia Road,
MISSISSAUGA, Ontario.
L5N 2K7.

Attention: Mr. M. Fraser

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 10th day of August, 1997, relating to the following matter.

The following stores are to be converted to the Super Fresh Collective Agreement and format, with such conversions to be completed within six (6) months of the date of ratification:

#032 Etobicoke	#107 Brampton	#185 Kirkland Lake
071 Erin Mills	108 Guelph	190 Guelph
081 Oakville	111 Cambridge	197 St. Catharines
082 Burlington	116 St. Catharines	282 Cornwall
089 Etobicoke	122 St. Catharines	285 Hawkesbury
093 Hamilton	134 Brantford	290 Deep River
095 Hamilton	135 Barrie	31 1 Smiths Falls
096 Hamilton	148 Port Colborne	
098 Brampton	167 Sarnia	

These stores shall be called A&P / Super Fresh.

At the time of the conversion of the above stores, employee options shall be as follows:

- (a) Exercise bumping rights into stores not converting under the terms of the Collective Agreement.
- (b) Terminate employment and receive severance in the amount of \$1,500.00 per year of service or part year for full-time employees and \$750.00 per year of service or part year for part-time employees.

- (c) **Remain employed at the converted store in such position as outlined in the next paragraph under the terms of the Super Fresh Agreement and at the Super Fresh rate corresponding to the employee's length of service, and shall, if they accept this option, receive a payment in the amount of \$650.00 per year or part year of service for full-time employees and \$325.00 per year or part year of service for part-time employees.**

For the initial staffing of a store converted to Super Fresh, the number of full-time employees will be assigned on no less than one (1) full-time per \$15,000 sales, if a sufficient number of full-time employees do not elect the buyout or bumping out provisions to reach the one (1) full-time per \$20,000 requirement. For those full-time employees included in the initial staffing at conversion, the one (1) full-time for \$15,000 provision shall apply for a two year period.

In the event that the staffing in a store being converted is less than one (1) full-time per \$20,000 sales at the time of conversion, full-time employees on lay-off with recall rights in the A&P stores in the region not being converted shall be offered to fill such vacancies first, providing they have the skill and ability to do the job in a competent manner, and in such case shall not receive the payment set out above.

Sincerely,

TAZ:pem

**T.A. Zakrzewski
Vice President,
Labour Relations**

The foregoing is hereby acknowledged and agreed to on behalf of United Food & Commercial Workers International Union, Locals 175 & 633.

LETTER OF UNDERSTANDING

**United Food & Commercial Workers
International Union,
Locals 175 & 633,
2200 Argentia Road,
MISSISSAUGA, Ontario.
L5N 2K7.**

Attention: Mr. M. Fraser

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 10th day of August, 1997, relating to the following matter.

Providing the Company operates sixty (60) or more of its present or future stores in the province, it agrees that sixty (60) stores will be maintained in the conventional Agreement. If the Company operates less than sixty (60) stores in the province, for example fifty-nine (59) stores, then all fifty-nine (59) stores will be maintained in the conventional Agreement.

Sincerely,

TAZ:pem

**T.A. Zakrzewski
Vice President,
Labour Relations**

**The foregoing is hereby acknowledged and
agreed to on behalf of United Food &
Commercial Workers International Union,
Locals 175 & 633.**

LETTER OF UNDERSTANDING

**United Food & Commercial Workers
International Union,
Locals 175 & 633,
2200 Argentia Road,
MISSISSAUGA, Ontario.
L5N 2K7.**

Attention: Mr. M. Fraser

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 10th day of August, 1997, relating to the following matter.

Prior to the closure or sale of a store, the Company may approach the Union to establish mutually agreeable alternatives outside the current Agreement. In the interest of maximizing continued employment of the membership, the Union may approve or reject such option at its sole discretion.

Sincerely,

TAZ:pem

**T.A. Zakrzewski
Vice President,
Labour Relations**

The foregoing is hereby acknowledged and agreed to on behalf of United Food & Commercial Workers International Union, Locals 175 & 633.
