

THIS AGREEMENT MADE THIS 8TH DAY OF JUNE, 2008.

BETWEEN:

A&P CANADA INC. (A&P)
AND EACH OF THE FOOD BASICS FRANCHISEES LISTED ON SCHEDULE
“A” ATTACHED TO THIS AGREEMENT
(hereinafter referred to Jointly and Severally as the "Employer")

OF THE FIRST PART

-AND-

UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION,
LOCAL 175
(hereinafter called the "Union")

OF THE SECOND PART

ARTICLE I
RECOGNITION

- 1.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Employer located in the Province of Ontario save and except Assistant Store Manager and those above the rank of Assistant Store Manager.
- 1.02 (a) (i) The Union will be recognized as the exclusive bargaining agent by A&P and any new franchisee to whom a Food Basics franchise is granted for any independently-operated, new or existing store in respect of whose employees no trade union holds bargaining rights which is franchised, either directly or indirectly, by A&P after the signing of the Minutes of Settlement binding upon the parties dated August 10, 1997 ("Minutes of Settlement") ("the New Franchisee") for all employees covered by the Agreement in such store and the Agreement shall apply. It is understood and agreed that, as a condition of the granting of a Food Basics franchise, the New Franchisee shall execute the Food Basics Franchise Collective Agreement and the Association Agreement which shall be Appendix "C" to these Minutes of Settlement. A&P further undertakes to ensure that such documents are signed prior to the granting of the new franchise. A&P shall provide the Union with thirty (30) days' notice where reasonably practicable of its intention to grant a new franchise and shall notify the Union at that time of the name and address of the proposed New Franchisee and the location of the store to be franchised;
- (ii) The provisions of subparas. 5(a)(i) and 7(b) of the Minutes of Settlement shall apply, *mutatis mutandis*, to an existing store operated by A&P, Miracle Food Mart or Super Fresh Food Markets in respect of whose employees the Union holds bargaining rights which is franchised, either directly or indirectly, by A&P after the signing of these Minutes of Settlement in the event that A&P first obtains the Union's consent and approval to the granting of any such new Food Basics Franchise. The Union specifically reserves its lawful rights and remedies to take any and all proceedings against A&P, Miracle Food Mart or Super Fresh Food Markets, as the case may be, and/or any New

Franchisees in the event that the new franchise is granted without such consent and approval;

- (iii) It is further understood and agreed that, as a condition of A&P's consent to the sale, transfer, assignment or other disposition of a franchise by a franchisee to a New Franchisee, A&P shall require that such new Franchisee execute the Agreement and the Association Agreement and A&P shall ensure that such documents are signed prior to the sale, transfer, assignment or other disposition, as aforesaid. A&P shall provide the Union with thirty (30) days' notice where reasonably practicable of its intention to consent to such new franchise and shall notify the Union at that time of the name and address of the proposed New Franchisee and the location of the store to be franchised.
- (iv) It is understood and agreed that, as a condition of the granting of a Food Basics franchise, A&P shall require that the provisions of the Minutes of Settlement shall apply and be binding upon any New Franchisee referred to in subparas. 5(a)(i) and 5(a)(iii) of the Minutes of Settlement to the same extent as if the New Franchisee was a Participating Franchisee and a party to the Minutes of Settlement.
- (b) A&P, the Participating Franchisees and the Union acknowledge that Food Basics, a division of A&P, may assume temporary operating control of any store that would otherwise be operated by a Participating or New Franchisee in the event of bankruptcy of such franchisee or the temporary reversion of the franchise back to A&P until the store is re-franchised or in the case of a new store until it is franchised and the Minutes of Settlement and the Agreement shall apply or continue to apply to such store, as the case may be, and notwithstanding subpara 1.02 (d) (iii) of this Agreement, A&P shall be responsible to the Union/any employees for any actions, omissions, breaches, contraventions or violations of the Agreement by such Participating or New Franchisee. The Union shall be recognized as the exclusive bargaining agent by A&P for all employees at such store covered by the said Food Basics Franchise Collective Agreement and the provisions of subparas. 5(a)(iii) and 5(a)(iv) of the Minutes of Settlement shall apply, *mutatis mutandis*, to such store when A&P re-franchises it to a New Franchisee.
- (c) The parties agree that the Employer will appoint a committee, and unless otherwise specifically stated in this Agreement, the Union will meet with this committee (or a representative of this committee) to deal with any and all matters relating directly or indirectly to this Agreement. This committee shall be named the Employer Committee.

The parties further agree that whenever either party or this Agreement uses the term "The Employer Committee" it shall be deemed to mean the Employer and visa versa.

- (d) (i) The parties agree that the purpose of these Minutes of Settlement and the structure set out herein is to promote co-operation and harmony in the relationship amongst them and to promote the development of a stable and constructive collective bargaining system to their mutual advantage;

- (ii) It is recognized that a representative designated in writing by and related to A&P shall have an ongoing role in the negotiation and administration of the Collective Agreement. More specifically, the A&P representative shall participate in step 2 of the grievance procedure under the Agreement. The provisions of this subpara. are subject to amendment at any time upon agreement, in writing, between A&P, the Participating Franchisees and the Union, without the necessity of any Board decision or order;
- (iii) In the event that a Participating or New Franchisee ceases to carry on business for whatever reason and the Union and/or employees have been unable to recover within one month following liability having arisen to employees, unpaid wages, vacation pay, benefit contributions, severance pay or payments in lieu of notice of termination under collective agreements or the *Employment Standards Act* owing by Participating or New Franchisees to any bargaining unit employees or within one month following liability having arisen to the Union, initiation fees or union dues, after all reasonably available legal processes have been undertaken against such Participating or New Franchisees by the Union and/or the employees with due diligence, then in such event A&P shall make payments in full to employees or to the Union as the case may be, on account of the above mentioned amounts owing on behalf of such Participating or New Franchisees and A&P shall be subrogated to the rights of the Union and/or the employees against such Participating or New Franchisees to the amount of such payments made by A&P.

1.03 A full-time employee covered by this Agreement shall be an employee who is normally scheduled to work forty (40) hours per week.

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

ARTICLE II

UNION SECURITY

- 2.01
- a) All employees covered by this Agreement shall as a condition of employment become and remain a member in good standing of the Union. The Employer agrees that it will inform all new employees prior to or at the time of hiring of the Union Security Provisions of the Agreement.
 - b) The Employer agrees that each employee will be required to sign an authorization card directing the Employer 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 Employer. The fees and dues shall be forwarded to the Union monthly by the 15th day of the following month.
- 2.02 The Employer will, at the time of making each remittance hereunder to the Financial Secretary of the Union, supply a statement consisting of an alphabetical listing showing each employee's name, social insurance number, designated store number, employment status (full-time or part-time, lay-off, leave of absence) and if dues have not been deducted for full-time employees, the reason for no

deduction. In addition, the Employer 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 and new full-time employee classification(s) and the rate of pay, as well on a quarterly basis a list of employees' names, social insurance numbers, classifications, address and telephone number, sorted alphabetically for each store.

- 2.03 It is agreed that the Union will indemnify and save the Employer harmless for any and all claims which may be made against it by an employee or employees for amounts deducted from pay and remitted to the Union as provided by this Article.

ARTICLE III **RELATIONSHIP**

- 3.01 The Employer 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 Employer 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 Employer to:
- a) maintain order, discipline and efficiency;
 - b) generally to manage the enterprises in which the Employer 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, 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 LOCKOUTS**

- 5.01 In view of the arrangements provided by this Agreement for the disposition of any grievance as herein provided, the Employer 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 will be entitled to elect or appoint up to four (4) stewards for the store, including the Pharmacy Department. 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. Stewards who work in the pharmacy of a store will handle problems or concerns within the pharmacy. In the absence of a steward in the pharmacy, a steward in the store may upon request assist with concerns in the pharmacy, and vice versa.
- 6.02 The Union shall once every six (6) months keep the Store Manager 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 have their regular duties to perform on behalf of the Employer 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 Employer 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 Employer agrees that, whenever an interview is held with an employee that becomes part of his record regarding the employee's work or conduct, a steward will be present. 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 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.
 - e) If more than one steward is present in the workplace, the employee may choose a steward to represent him.

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. If the appointee is other than the Assistant Store Manager, the Union shall be so advised at the time that the meeting is scheduled. 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 five (5) working days after the decision is given within Step No. 1, the grievance may be submitted in writing to the Employer Committee. 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. If requested, a meeting may be held within a further period of five (5) working days between the Employer Committee, 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 Employer Committee's or its 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. 2 is given, it shall be deemed to have been abandoned.
- 7.03 A grievance arising directly between the Employer 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. 2 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 Employer, 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 the Employer Committee and the Union. 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 Employer'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 Employer'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 Employer 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 Employer'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 Employer Committee and the Union, 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 the Employer Committee or the Union 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 Employer and the Union to 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 Employer Committee 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 Seniority is defined as length of continuous full-time employment in the bargaining unit. An employee will be on probation and shall not acquire seniority until after twenty-five (25) worked days with the Employer and shall then count from the date of employment with the Employer in the bargaining unit.
- 9.02 Lay-offs due to lack of work and recalls shall be made on the basis of seniority within the store provided that the senior employee has the skill and ability to do the job in a competent manner.
- 9.03 The Employer agrees to post in the store a full-time employment seniority list for that store, in January and July of each year. The Employer will provide the Union with a copy of the full-time employment seniority list for each store in the bargaining unit.
- 9.04
- a) Persons within a store promoted outside the bargaining unit may return to that store and shall return to a position no higher than their former position in the bargaining unit and shall not cause the demotion of employees in that store.
 - b) Anyone promoted to a Management position subsequent to the date of ratification of this Agreement will maintain bargaining unit seniority based on their length of service within the bargaining unit.
- 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 twelve (12) months, eighteen (18) months where the employee has more than 5 years' seniority;
 - (d) fails to report to work within seven (7) days after being notified by registered mail by the Employer following the lay-off; or fails to advise the Employer 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 Employer; 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 Employer promptly on forms supplied by the Employer 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 Employer 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 Employer is advised of an employee's name change, such information will be forwarded to the Union.
- 9.07 Employees laid off from full-time jobs shall be offered part-time employment in that store and will be credited with their seniority for the purpose of part-time employment.
- 9.08
- (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.
 - (b) An employee reclassified from part-time to full-time and subsequently to part-time again will be credited with their full seniority for the purpose of part-time employment.
 - (c) An employee reclassified from part-time to full-time will be credited with 50% of the employee's seniority, to a maximum of one (1) year, on the basis that such seniority shall not apply with respect to an employee's eligibility for the various benefits applicable to a full-time employee. Such employee shall receive an increase of a minimum of one (\$1.00) dollar per hour when so reclassified.
- 9.09 In the case of a 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 layoff shall be posted in the store with a copy to the Union Provincial Office.
- 9.10 In the event that the Employer determines that the store has a full-time vacancy that is not temporary, it will post such vacancy in the store. In filling the vacancy, the Employer will give preference in seniority order to applicants in the store who have the existing skill and ability to do the job in a competent manner.
- 9.11 In the event that an employee is laid off and subsequently recalled, upon completion of at least one (1) full week of recall, his recall rights shall be renewed.

ARTICLE X
HOURS OF WORK

- 10.01 The regular work week shall be composed of forty (40) hours per week on the basis of five (5) regular days of eight (8) hour shifts, Monday to Saturday, scheduled within nine (9) consecutive 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 the days of work per week.
- 10.02
- a) An employee will be scheduled two consecutive days off (Saturday and Sunday) once during each four (4) week operating period. Weeks during which a Specified Holiday falls shall not form part of the four (4) week operating period.
 - b) Employees may be scheduled to commence a regular shift no sooner than nine (9) hours after the completion of a regular shift.
- 10.03 It being agreed that the Employer 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 Employer 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 a premium of \$1.60 per hour for all hours worked between 12:01 a.m. Sunday and 11:59 p.m. Sunday and 1 1/2 times his regular straight time hourly rate for hours worked on the employee's scheduled day off. All work performed on Sunday shall be voluntary.
- The Sunday premium of \$1.60 per hour shall not be payable to, nor shall Sundays be voluntary for, employees who are hired full time after June 22, 2004, or, are advanced to full-time with a part-time start date after June 22, 2004.
- In scheduling overtime, in so far as it is practicable to do so, the Employer 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.
- 10.04 An employee will not be scheduled to work beyond 6:15 p.m. except that 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 on nights as set out in Article 10.07. Such night shifts will be scheduled on a rotation basis to be mutually worked out in the store. One-person night shifts may not be scheduled in a store. A night shift is defined as hours of work between 10:00 p.m. and 8:00 a.m.

- 10.05 a) A full time employment 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 change shall be made in such schedule except in the case of an emergency beyond the control of the Employer. 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 four (4) or more hours between 10:00 p.m. and 8:00 a.m. shall receive a premium of seventy-five (75¢) cents per hour for such hours worked. Such night shift schedule shall commence not earlier than 10:00 p.m. In the case of a full week of night shifts, employees will be scheduled in five (5) consecutive nights. 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 cooperate in connection with the performance of work for such schedule of shifts.
- An employee appointed by the Employer to be a Night Lead Clerk will receive a rate of pay which will be the top clerk rate of pay, in addition to the \$1.00 per hour Night Lead Clerk premium. Such rate will be applied to an employee's vacation calculation if the employee has been assigned as a Night Lead Clerk for six (6) months or more prior to vacation.
- 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 A clerk 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.

ARTICLE XI **WAGE RATES**

- 11.01 a) The Employer 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 Appendix "A".
- 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 Appendix "A".

- d) An employee who is assigned on a temporary basis to a management position will be paid an amount of \$5.00 for each day so assigned above his salary prior to the assignment.
- e) The Employer agrees that employees are to be paid the job classification rates as shown in the Appendix 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 Appendix "A", until such time that he returns to work and completes one shift, at which time his salary increment shall commence from the date of his return.
- 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 Employer.

Employees will be paid by means of mandatory direct pay deposit.

h) **Wage Increases**

Full-time employees, who are at an end rate of pay, shall receive the following wage increases:

- 40¢ per hour effective June 8, 2008
- 20¢ per hour effective March 31, 2009
- 25¢ per hour effective March 31, 2010
- 25¢ per hour effective March 31, 2011

Part-time employees, who are at an end rate of pay, shall receive the following wage increases:

- 35¢ per hour effective June 8, 2008
- 15¢ per hour effective March 31, 2009
- 20¢ per hour effective March 31, 2010
- 20¢ per hour effective March 31, 2011

The above increases shall be added each year to the end rates of pay only of all full-time and part-time classifications, excluding part time employees who are students under the age of 18 hired after June 8, 2008, who will be paid in accordance with the wage progression schedule set out in Appendix "A" (03) (c).

All employees in receipt of a wage progression rate of pay will not receive the above increases, and will only receive wage progressions until such employee reaches an end rate of pay.

i) **Retroactivity**

All full-time and part-time employees on the payroll as of June 8, 2008 shall receive a lump sum payment, less statutory deductions, equivalent to 25¢ per hour on all hours worked from June 24, 2007 to and including June 7, 2008.

ARTICLE XII
LEAVE OF ABSENCE

- 12.01 Written request for leave of absence without pay shall be considered by the Employer. It is understood that any leave of absence is subject to reasonable notice being given to the Employer. 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 Store Manager.
- 12.02 The Employer 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 Employer shall be given reasonable advance notice.
- 12.03 The Employer 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 Employer 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 longer 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 may be obtained from the store's office.

- 12.04 Written request for Leave of Absence without pay to attend Union conventions, courses and conferences will be considered by the Employer 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 at the store 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 Years Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing 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.

Specified holiday work shall be voluntary. The Employer shall determine whether it requires full-time or part-time employees for such work, which shall be scheduled by seniority provided the senior employee(s) has the skills and qualifications to do the work in a competent manner.

- 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. Night shift premium will be included in the Specified Holiday pay of any employee who works on nights for the six (6) months preceding the holiday.
- 13.03 An employee required to work on a specified holiday, will be guaranteed a minimum of four (4) hours work. Such employee will be paid for authorized work performed on such day at one and one-half (1 ½) times (two (2) times if the store as not open for business on the holiday) his regular straight time hourly rate of pay in addition to any holiday pay to which he may be entitled.

Such employee will be paid for authorized work performed on Civic Holiday at his regular straight time hourly rate of pay (two (2) times if the store was not open for business on the Civic Holiday) 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.
- 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 Employer will be entitled to an annual vacation with pay in accordance with the following schedule, except that a regular full-time employee, having completed less than one year of continuous service with the Employer, as of May 1, shall be paid vacation as outlined in the Employment Standard's Act.

| Length of Continuous Service as of May 1 of the current year | Length of Vacation | Vacation Pay at employee's regular straight time hourly rate of pay period immediately prior to vacation |
|---------------------------------------------------------------------|---------------------------|-----------------------------------------------------------------------------------------------------------------|
| after one (1) year | 2 weeks | eighty (80) hours |
| after five (5) years | 3 weeks | One hundred and twenty hours (120) |
| after ten (10) years | 4 weeks | One hundred and sixty hours (160) |

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

| | |
|--------------------------|-----------------------------------|
| Less than five (5) years | 4% of earnings for work performed |
| 5 years to 10 years | 6% of earnings for work performed |
| 10 years and over | 8% of earnings for work performed |

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

- b) The 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 Employer 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.

ARTICLE XV **BEREAVEMENT PAY**

15.01 Employees who have completed their probationary period shall be allowed up to three (3) days off, in the event of the death of the employee's spouse as defined in law, father, mother, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, step-parent and step-child, and shall be paid eight (8) hours pay for each straight time day lost (up to three (3)) from the employee's regular schedule of work. Employees may retain one (1) day of the above allowance in order to attend an interment scheduled for a later date, but within one (1) year of the death.

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 therefore, 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 Employer with a certificate of service, signed by the Clerk of the Court showing the amount of jury fee or conduct money received;
- (ii) the Employer 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) the Representative 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) the Representative complies with Employer 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 Employer shall continue to make reasonable provisions for the safety and health of its employees at the stores during the hours of their employment.
- 19.02 A Health and Safety Committee in each store consisting of two (2) members appointed by the Employer and two (2) members appointed by the Union shall meet not less often than the first Tuesday of every other month. All time spent at Committee meetings shall be deemed to be time worked. Time spent on Committee business during the employee's scheduled hours shall be also deemed to be time worked.

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 **TIME CLOCKS**

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

ARTICLE XXII **EMPLOYEE INJURIES**

- 22.01 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.

ARTICLE XXIII
REST ROOMS/LUNCH ROOMS

- 23.01 Rest rooms/lunch rooms shall be provided and kept in a sanitary condition. The employees shall co-operate with the Employer in keeping the rest rooms/lunch rooms in a clean and satisfactory condition.

ARTICLE XXIV
UNION CARDS

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

ARTICLE XXV
PART-TIME EMPLOYEES

- 25.01 On the basis that recognition is given to the requirement of the business to engage the services of part-time employees, the Employer agrees that part-time employees will not be scheduled to work in excess of twenty-four (24) hours per week except as set out in Appendix "B".
- 25.02 When the Employer requires additional full-time employees, it will post the vacancy in the store. The Employer will give preference to part-time employees on the basis of seniority, skill and qualifications for the job concerned and availability for work.
- 25.03 When the Employer advances a part-time employee to regular full-time employment, the seniority date and classification of the employee shall be posted on the bulletin board of the store.

ARTICLE XXVI
WELFARE

- 26.01 (a) The Employer 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 Employer (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 Employer 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 Employer (including persons absent due to accident or illness). Such Plan shall have a ten thousand dollar maximum every thirty six (36) months.
- c) Such Extended Health Care Benefits Plan to include a prescription drug plan on the basis of \$10 single and \$20 family deductible with a 100% co-insurance feature for payment of prescriptions beyond such deductions.

- 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 seventy-five (\$175.00) 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) The Employer agrees to pay the cost of the applicable monthly premiums for eligible employees who have completed one year of continuous service and while such employees remain in the active employ of the Employer with respect to the Long Term Disability Insurance Plan. The amount of monthly income commencing with the 53rd week of absence will be 66 2/3's% of the employee's basic monthly earnings to a maximum of \$1,500.00 per month subject to the conditions as set out in the schedule of insurance.
- f) Dental Plan - The Employer will pay twenty-four (24¢) cents per hour, for all hours worked in the store by full-time and part-time employees, into a Jointly Trusteed Dental Benefit Trust Fund designated by the Union, (with an additional contribution of up to two (2¢) cents per hour at the call of 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).
 - 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. The Employer agrees that the renewal of the Contribution Agreement of the major retail food employers is binding on the Employer.
 - ii) The Employer will sign the participation agreement authorized by the Trustees of the C.C.W.I.P.P.
 - iii) The Employer agrees to an increase in the CCWIPP contribution by an amount of three (3¢) cents per hour to seventy-three (73¢) cents per hour, effective June 27, 2004, and by a further amount of two (2¢) cents per hour to seventy-five (75¢) cents per hour effective June 25, 2006. The last sentence of 26.01 (g) (i) shall not be applicable.
- h) The Employer 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 Employer agrees to provide the following:

- life insurance at one times salary
- short term disability insurance at 66 2/3% of weekly salary, to a maximum of \$400.00 per week, payable for first day accident, first day hospitalized, and 4th day sickness, with S.T.D. applying to first two weeks of eligible absence, followed by fifteen (15) weeks of U.I.C., followed by thirty-five (35) weeks of S.T.D.
- accidental death and dismemberment at 2 times salary and life insurance is not applicable.

26.02 The applicable master plans and policies in effect during the term of this Agreement are as provided to the Union and dated November 26, 1996.

ARTICLE XXVII

GENERAL

27.01 The Employer and Union agree there shall be no discrimination on account of race, colour, creed, age, sex, marital status, ancestry, place of origin, ethnic origin, citizenship, sexual orientation, family status, or handicap.

- (a) Where allegations are made under the Food Basics policies on Harassment, Sexual Harassment, Non-Discrimination in the Workplace, and Employee Threats and Violence, against a bargaining unit employee, the Employer and the Union will endeavour to jointly investigate the allegation as quickly as possible. The above noted policies, which may be amended by Food Basics from time to time, will be posted in each store.

27.02 Bulletin Boards: The Employer 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.

27.03 The parties agree that the Letters of Understanding attached hereto shall have the same effect as do the terms and conditions within the body of the Collective Agreement.

27.04 The Employer will pay the lost wages of up to a maximum of six (6) employees appointed to the Union's Negotiating Committee for time spent on negotiations during their scheduled hours.

- a) The Employer shall provide each employee with five (5) uniform garments per year at no cost to the employee, upon completion of the probationary period.
- b) The Employer shall supply each store with one (1) freezer coat per freezer, but no less than two (2) freezer coats in a store. The Employer shall supply two (2) garments to each store for use on carry-out, carriage pickups, etc.

- 27.06 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 Nivel or its successors, greeting card jobbers, chips jobbers, Voortman cookie jobbers, and independent bakery jobbers; as well as pop jobbers. Nivel or its successors will not handle product lines beyond those implemented as of July 28, 1997.
- 27.07 In the event the Employer requires employees to wear protective footwear, such employees shall receive a protective footwear allowance of up to fifty (\$50.00) dollars per calendar year upon proof of purchase of Safety Association approved footwear, except that there shall be no reimbursement of a new employee until he has completed his probationary period.
- a) It is a health and safety requirement that only those employed by the employer who hold an operator's certificate are authorized and permitted to use power material handling equipment. The employer will not permit an unauthorized employee to use power material handling equipment.
- 27.08 Fatigue mats will be provided and maintained at each cash register location. Upon request, a fatigue mat shall be supplied in the meat department and the produce department.
- 27.09 The Employer agrees to provide to each employee with six (6) months continuous service as of December 1st, a personalized Food Basics gift certificate in the amount of fifty (\$50.00) dollars on or before December 15th of each year.

ARTICLE XXVIII
SUCCESSORS AND ASSIGNS

- 28.01 This Agreement shall be binding on the Employer and its successors and assigns, and will continue to be binding on the Union and the employees covered by this Agreement.

ARTICLE XXIX
DURATION AND TERMINATION

- 29.01 This Agreement shall continue in effect until the 31st day of March, 2012, 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.

29.02 Negotiations shall begin within twenty (20) days following notification for amendment as provided in the preceding paragraph, or on such date as agreed upon 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 , 2008.

FOR THE FRANCHISEES

R. Campbell _____

K. Myles

C. Nelson _____

F. Spizzirri _____

FOR LOCAL UNION 175

Richard Ambrusch

Shelly Dowrie

Sylvia Groom

Shawn Haggerty

Bill Harrison

Jim Hastings

Brian Lewis

Jeff Little

Leslie Litwiler

David Rebelo

Chris Sheridan

Chris Tsotsos

FOR A&P CANADA INC.

L. Martell

T.A. Zakrzewski _____

APPENDIX "A"
Full Time

01 Grocery-Produce Clerk, Cashier, Wrapper, Service

| <u>Hourly Rate</u> | <u>Effective June 8, 2008</u> | <u>Effective March 31, 2009</u> | <u>Effective March 31, 2010</u> | <u>Effective March 31, 2011</u> |
|-------------------------------|----------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|
| Start | \$8.75 | \$9.50 | \$10.25 | \$10.25 |
| 6 Mo. | 9.00 | 9.75 | 10.50 | 10.50 |
| 12 Mo. | 9.58 | 10.00 | 10.75 | 10.75 |
| 18 Mo. | 11.14 | 11.14 | 11.14 | 11.14 |
| 24 Mo. | 15.30 | 15.50 | 15.75 | 16.00 |

A full-time employee who in the absence of a Department Head appointment is assigned by the Employer to perform the majority, but not all, of the duties of a Department Head, shall be designated lead clerk, and shall during the period of the assignment receive a premium of \$1.00 per hour. Said premium shall apply to an employee assigned the duties of Night Lead Clerk.

In the event that a Meat Department Head, a Produce Department Head, Grocery Department Head, or a Bookkeeper is absent for three (3) scheduled shifts or more in a week due to vacation, leave of absence or illness, and if an employee is assigned to perform their duties, he shall receive a premium of two (\$2.00) dollars per hour.

02 Department Heads

| <u>Hourly Rate</u> | <u>Effective June 8, 2008</u> | <u>Effective March 31, 2009</u> | <u>Effective March 31, 2010</u> | <u>Effective March 31, 2011</u> |
|-------------------------------|----------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|
| | \$18.30 | \$18.50 | \$18.75 | \$19.00 |

****NOTE:** The rates outlined in Appendix "A" 02 above shall only be applicable if the Employer establishes Department Heads by assigning to a full-time employee the responsibility of running the Meat, Produce or Grocery Department or being a Bookkeeper.

03

Part-Time Employees

- (a) Part time employees hired before June 4, 2000 shall be subject to the rates of pay set out below:

| Effective June 8, 2008 | Effective March 31, 2009 | Effective March 31, 2010 | Effective March 31, 2011 |
|---------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|
| \$11.95 | \$12.10 | \$12.30 | \$12.50 |

- (b) Part time employees hired after June 4, 2000 shall be subject to the rates of pay set out below:

| <u>Hours</u> | Effective June 8, 2008 | Effective March 31, 2009 | Effective March 31, 2010 | Effective March 31, 2011 |
|---------------------|---------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|
| 0 – 1300 | \$8.75 | \$9.50 | \$10.25 | \$10.25 |
| 1301 – 1950 | 8.80 | 9.55 | 10.30 | 10.30 |
| 1951 – 2600 | 8.85 | 9.60 | 10.35 | 10.35 |
| 2601 – 3250 | 8.90 | 9.65 | 10.40 | 10.40 |
| 3251 – 3900 | 8.95 | 9.70 | 10.45 | 10.45 |
| 3901 – 4550 | 9.00 | 9.75 | 10.50 | 10.50 |
| 4551 – 5200 | 9.05 | 9.80 | 10.55 | 10.55 |
| 5201 – 5850 | 9.10 | 9.85 | 10.60 | 10.60 |
| 5851 – 6500 | 9.15 | 9.90 | 10.65 | 10.65 |
| 6501 and over | 10.35 | 10.50 | 10.70 | 10.90 |

- (c) **Student Wage Progression**

Applicable to part time employees who are students under 18 years of age who are hired after June 8, 2008:

| <u>Hours</u> | <u>Eff. 6.8.08</u> | <u>Eff. 3.31.09</u> | <u>Eff. 3.31.10</u> |
|---------------------|---------------------------|----------------------------|----------------------------|
| 0 – 1300 | \$8.20 | \$8.90 | \$9.60 |
| 1301 – 1950 | 8.25 | 8.95 | 9.65 |
| 1951 and over | 8.30 | 9.00 | 9.70 |

Upon attaining age 18, the employee shall be placed on the part time wage progression for employees hired after June 4, 2000.

- (d) 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 listed above.

- (e) A part-time employee who in the absence of a Department Head appointment is assigned by the Employer to perform the majority, but not all, of the duties of a Department Head, shall be designated a lead clerk, and shall during the period of the assignment receive a premium of fifty (50¢) cents per hour.
- (f) A part-time employee who, in the absence of a full-time Department Head appointment, is assigned the responsibility of running a Department and being a part-time Department Head, shall receive a premium of \$3.00 per hour for such hours worked as a part-time Department Head.
- (g) In the event that a Meat Department Head, a Produce Department Head, a Grocery Department Head, or a Bookkeeper is absent for three (3) scheduled shifts or more in a week due to vacation, leave of absence or illness, and if an employee is assigned to perform their duties, he shall receive a premium of one (\$1.00) dollar per hour.

APPENDIX B

The provisions of the main body of this agreement shall apply to part-time employees except as outlined below.

ARTICLE IX
SENIORITY

The provisions of Article 9 of the main body do not apply to part time employees and are replaced with the following:

- 9.01 a) Seniority is defined as length of continuous part-time employment in the bargaining unit. An employee will be on probation and shall not acquire seniority until after one hundred and fifty (150) hours worked or 90 calendar days of continuous employment, whichever comes first, and shall then count from the date of employment with the Employer in the bargaining unit.
- b) The Employer agrees to post in the store the part-time employment seniority list for that store. In January and July of each year the Employer will provide the Union with a copy of the part-time employment seniority list for each store in the bargaining unit.
- 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) has not worked 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 days without a satisfactory reason.
- 9.03 It shall be the duty of employees to notify the Employer promptly on forms supplied by the Employer 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 Employer 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 Employer is advised of an employee's name change, such information will be forwarded to the Union.
- 9.04 Employees laid off from full-time jobs shall be offered part-time employment in that store and will be credited with their full seniority for the purpose of part-time employment.

- 9.05 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.

An employee re-classified from part-time to full-time and subsequently to part-time again will be credited with their full seniority for the purpose of part-time employment.

ARTICLE X **HOURS OF WORK**

The provisions of Article 10 of the main body do not apply to part time employees and are replaced with the following:

- 10.01 The regular work day shall consist of up to eight (8) hours per day 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.

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 Employer is entitled to schedule overtime work, authorized work performed in excess of eight (8) hours in a day or forty (40) hours in a week as scheduled by the Employer 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.

- 10.03 The hours of work in each store will be assigned according to seniority in that store, 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 Employer will where practicable, schedule available part-time hours to a minimum of five (5) hours per week. In the case of a part-time employee with more than one (1) year's seniority, the Employer will where practicable schedule available part-time hours to a minimum of fifteen (15) hours per week. In the case of a part time employee with more than five (5) years' seniority, the employer will where practicable schedule available part-time hours to a minimum of twenty (20) hours per week. In the case of a part-time employee with more than seven (7) years' seniority, the employer will where practicable, schedule available part-time hours to a minimum of twenty-two (22) hours per week. In the case of a part-time employee with more than eight (8) years' seniority, the employer will where practicable, schedule available part-time hours to a minimum of twenty-four (24) hours per week. 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), twenty (20), twenty-two (22), or twenty-four (24) available hours remaining in the week.

In the event that a department needs to call in additional staff, the Employer shall endeavour to telephone employees of the department concerned by seniority, in order to request such employee(s) to report to work.

- 10.04 A premium of \$1.60 per hour will be paid for authorized work performed between the hours of 12:01 a.m. Sunday and 11:59 p.m. Sunday. All work performed on Sundays shall be voluntary. The Sunday premium of \$1.60 per hour shall not be payable to, nor shall Sundays be voluntary for, employees who are hired after June 22, 2004. Hours worked on Sunday shall be over and above the regular work week.
- 10.05 (a) A store schedule showing the part-time employees' hours of work for the following week will be posted Thursday by 12:00 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 hours in advance of their scheduled starting time, not to report to work. 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 Non-students covered by this agreement shall not be called in for less than four (4) hours.
- 10.07 Students covered by this agreement shall not be called in for less than four (4) hours on Saturdays, Sundays, paid holidays and on evenings when the store is open for business until 9:00 p.m. or later.
- 10.08 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.
- 10.09 There shall be no split shift except for the meal period of one (1) hour.
- 10.10 An employee scheduled to work for four (4) or more hours between 10:00 p.m. and 8:00 a.m. shall receive a premium of seventy-five (75¢) cents per hour for all such hours worked.
- 10.11 It is agreed and recognized by both the Union and the employer that due to the nature of the employer's business, it may be necessary to employ both full-time and part-time employees. The Employer agrees that part-time employees will not be scheduled to work in excess of twenty-four (24) hours per week, except in the following circumstances:

- (a) when a full-time employee is absent on Union duties;
- (b) in a store in which a full-time employee is absent due to illness, accident, compensation or bereavement, leave of absence, or any emergency in the said store, for up to six (6) consecutive weeks;
- (c) to cover off for vacations of full-time employees;
- (d) from the week of December 1st to the week of January 1st;
- (e) during the months of May 1st through September 30th;
- (f) for the two (2) weeks previous to and four (4) weeks directly following the opening of a new store and the commencement date of promotional activities in a store which has been completely refurbished.
- (g) during the six (6) working days immediately preceding a legal holiday;
- (h) for training purposes;
- (i) during promotional periods when an increase in business is anticipated.

The Employer further agrees that in the event an employee is scheduled to work in excess of twenty-four (24) hours per week in accordance with the foregoing, such employee shall not be scheduled to work in excess of thirty-five (35) hours per week (thirty (30) hours per week for employees hired after the date of ratification), except as provided for under Article 10.12. In the event following the date of ratification an employee is scheduled to work in excess of twenty-four (24) hours per week under Article 10.11 for more than ten (10) consecutive weeks, such employee shall receive payment of \$2.00 per hour premium for all such hours worked.

- 10.12 In the event a part-time employee temporarily works full-time hours in excess of ten (10) consecutive weeks a part-time employee shall be reclassified to full-time status in accordance with 25.02 of the main body of this Agreement.
- 10.13 In the event employees are scheduled to perform work in excess of the regular work week, insofar as it is practicable to do so, the Employer will make every reasonable effort to rotate such work to employees provided such employees volunteer to work and have the physical fitness, skill and ability to do the work.
- 10.14 A part-time employee 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.
- 10.15 A part-time employee who in the absence of the bookkeeper is assigned the responsibilities of office duties will be paid a premium of fifty (50¢) cents for all hours worked.

ARTICLE XI
WAGE RATES

11.01 (D) and 11.01 (F) in the main body of this agreement do not apply to part-time employees.

ARTICLE XII
LEAVE OF ABSENCE

The provisions of Article 12 of the main body apply to part time employees, with the addition of the following:

- 12.05 Requests for leaves of absence submitted by students for the summer vacation period in order to accept a full-time job with another employer shall be granted on the following basis:
- a) the request must be submitted at least fourteen (14) days in advance of the commencement of the leave.
 - b) providing there is no full-time employment for the employee with the employer for the same duration during that time period.
 - c) the employer shall have the discretion to reasonably limit the number of such leaves of absence requested for the same time period, and granting of such leaves of absence shall be on a first come first serve basis.
 - d) during such leave of absence, an employee's seniority shall continue to accumulate, but his wage progression shall be held in abeyance.

ARTICLE XIII
SPECIFIED HOLIDAYS

The provisions of Article 13 of the main body do not apply to part time employees and are replaced with the following:

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

| | |
|----------------|------------------|
| New Year's Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing 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, or fails to work such shift(s) without reasonable cause.

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. Such payment shall be made within three (3) weeks of a holiday except for reasons beyond the Employer's control. Night shift premium will be included in the Specified Holiday pay of any employee who works on nights for the six (6) months preceding the holiday.

- 13.02 The employees shall receive the benefit of any additional holiday that may be proclaimed by the Government during the life of this Agreement.
- 13.03 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.
- 13.04 One and one half (1 1/2) times an employee's regular straight time hourly rate will be paid for authorized work performed on a paid holiday, except that an employee's regular straight time hourly rate will be paid for work performed on Civic Holiday if the store was open for business on that day.
- 13.05 If a paid holiday falls during an employee's vacation, the employee shall not be scheduled to work on the Monday following the vacation if so requested, and the Employee's vacation pay shall be considered time worked for the purpose of determining holiday pay in accordance with Article 13.01.
- 13.06 Specified holiday work shall be voluntary. The Employer shall determine whether it requires full-time or part-time employees for such work, which shall be scheduled by seniority provided the senior employee(s) has the skills and qualifications to do the work in a competent manner.

ARTICLE XIV **VACATIONS**

The provisions of Article 14 of the main body do not apply to part time employees and are replaced with the following:

- 14.01 An employee shall receive by May 1st 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 1st in any year shall receive vacation pay equal to six (6%) percent of the previous year's earnings. 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. The 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 store 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 store will endeavour to allow employees to exercise their choice in accordance with their seniority status.

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

ARTICLE XV **BEREAVEMENT PAY**

The provisions of Article 15 of the main body do not apply to part time employees and are replaced with the following:

- 15.01 An employee who has completed his probationary period shall receive compensation for an absence from scheduled work with such compensation to be equal to the hours scheduled for the employee on the days in question as follows:
- for up to three (3) days prior to and for the day of the funeral of the employee's spouse, parents, child, brother, sister, mother-in-law, father-in-law, step-parent and step-child. Employees may retain one (1) day of the above allowance in order to attend an interment scheduled for a later date, but within one (1) year of the death.
 - for the day of the funeral of the employee's grandparent, grandchild, brother-in-law or sister-in-law.

ARTICLE XVIII **REST PERIODS**

The provisions of Article 18 of the main body do not apply to part time employees and are replaced with the following:

- 18.01 Employees scheduled to work a shift of four (4) hours but less than six (6) hours will be granted a fifteen (15) minute rest period without loss of pay as near to the mid-point of the half shift as is practicable.

Employees scheduled to work a shift of six (6) hours or more will be granted two (2) fifteen (15) minute rest periods without loss of pay as near to the mid-point of each half shift as is practicable.

ARTICLE XXVI
WELFARE

The provisions of Article 26 a) b) c) d) e) h) and i) of the main body do not apply to part time employees and are replaced with the following:

- 26.01 d) The Employer agrees to provide an optical plan for part-time employees with four (4) years of continuous services who work six hundred (600) hours per calendar year on the basis of 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 seventy five (\$175.00) 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 XXVII
GENERAL

The provisions of Article 27.05 (a) of the main body does not apply to part-time employees and is replaced with the following:

- 27.05 (a) The Employer shall provide each employee with three (3) uniform garments per year at no cost to the employee, upon completion of the probationary period.

SCHEDULE "A"

| | | | |
|------|-------------------------------|------|----------------------------|
| #601 | Shannon's Food Basics | #645 | Fisher's Food Basics |
| #606 | Paterson's Food Basics | #647 | Ed's Food Basics |
| #610 | Doyle's Food Basics | #650 | Mike's Food Basics |
| #611 | Byrne's Food Basics | #657 | Bob's Food Basics |
| #612 | Mike's Food Basics | #658 | Jeff and Son's Food Basics |
| #616 | Ray's Food Basics | #659 | Dean's Food Basics |
| #620 | Dave's Food Basics | #666 | Frank's Food Basics |
| #621 | Tony's Food Basics | #937 | Anderson's Food Basics |
| #623 | Rick & Sharon's Food Basics | #939 | Steve & Kim's Food Basics |
| #627 | Ed & Sue's Food & Drug Basics | #947 | Bernhardt's Food Basics |
| #628 | Peter's Food Basics | #959 | Dave's Food Basics |
| #631 | Denis' Food Basics | #960 | Charlie's Food Basics |
| #632 | Denis & Dianne's Food Basics | #976 | Ron's Food Basics |
| #633 | Moore's Food Basics | #989 | Shannon's Food Basics |

LETTER OF AGREEMENT #1

RE: APPLICATION OF APPENDIX "A", 01 AND 03

BETWEEN:

**A&P CANADA INC. (A&P)
AND EACH OF THE FOOD BASICS FRANCHISEES LISTED ON SCHEDULE "A"
ATTACHED TO THIS AGREEMENT
(hereinafter referred to Jointly and Severally as the "Employer")**

OF THE FIRST PART

- AND -

**UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION,
LOCAL 175
(hereinafter called the "Union")**

OF THE SECOND PART

Employees who are paid a higher wage rate than the top rate outlined in the applicable Appendix "A" 01 or 03 will be placed on the top rate in the progression step, and the difference between the employee's actual rate and the top rate will be paid to the employee for the duration of the Agreement as a wage premium in addition to any other premium paid to that employee, and the employee's movement across the wage progression will commence at the top rate.

DATED: _____

FOR THE FRANCHISEES

R. Campbell _____
K. Myles _____
C. Nelson _____
F. Spizzirri _____

FOR LOCAL UNION 175

Richard Ambrusch _____
Shelly Dowrie _____
Sylvia Groom _____
Shawn Haggerty _____
Bill Harrison _____
Jim Hastings _____
Brian Lewis _____
Jeff Little _____
Leslie Litwiller _____
David Rebelo _____
Chris Sheridan _____
Chris Tsotsos _____

FOR A&P CANADA INC.

L. Martell _____
T.A. Zakrzewski _____

LETTER OF AGREEMENT #2

BETWEEN:

**A&P CANADA INC. (A&P)
AND EACH OF THE FOOD BASICS FRANCHISEES LISTED ON SCHEDULE "A"
ATTACHED TO THIS AGREEMENT
(hereinafter referred to Jointly and Severally as the "Employer")**

OF THE FIRST PART

- AND -

**UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION,
LOCAL 175
(hereinafter called the "Union")**

OF THE SECOND PART

A full-time employee who is legitimately absent from work due to sickness shall be entitled to the following:

- in the four (4) weeks subsequent to the absence, a full-time employee shall be eligible to work the equivalent number of hours of the absence at a time to be mutually agreed upon between the employee and the employer.
- the maximum number of equivalent hours shall be limited to forty (40) hours per calendar year.
- in the applicant of this clause, all hours worked shall be on a regular days, payable at straight time.
- Up to five (5) days of a calendar year's maximum, as set out above, may be worked in eight (8) hour increments, in advance of an absence, at a time to be mutually agreed upon between the employee and the employer, for the purpose of being banked. Such banked days may be utilized in the case of any subsequent absence(s) during that calendar year due to legitimate sickness, except that one (1) such banked day may be utilized by an employee for personal reasons. Banked days that are unused at the end of a calendar year shall be carried over to the following calendar year, reducing by the same amount the number of days that may be banked in the following year. On termination of employment, unused banked days shall be cashed out.

This letter of understanding shall expire on March 31, 2012.

DATED: _____

FOR THE FRANCHISEES

R. Campbell _____
K. Myles _____
C. Nelson _____
F. Spizzirri _____

FOR LOCAL UNION 175

Richard Ambrusch _____
Shelly Dowrie _____
Sylvia Groom _____
Shawn Haggerty _____
Bill Harrison _____
Jim Hastings _____
Brian Lewis _____
Jeff Little _____
Leslie Litwiller _____
David Rebelo _____
Chris Sheridan _____
Chris Tsotsos _____

FOR A&P CANADA INC.

L. Martell _____
T.A. Zakrzewski _____

LETTER OF AGREEMENT #3

BETWEEN:

**A&P CANADA INC. (A&P)
AND EACH OF THE FOOD BASICS FRANCHISEES LISTED ON SCHEDULE "A"
ATTACHED TO THIS AGREEMENT
(hereinafter referred to Jointly and Severally as the "Employer")**

OF THE FIRST PART

- AND -

**UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION,
LOCAL 175
(hereinafter called the "Union")**

OF THE SECOND PART

This will serve to confirm the understanding with respect to the operation of pharmacies in franchised and corporate Food Basics stores represented by Local 175 of the U.F.C.W.

The pharmacy prototype calls for the installation in the store of a pharmacy counter and work area, as well as approximately 500 to 650 linear feet of shelving. Work performed in the pharmacy shall be distributed as follows:

- 1) A section of the pharmacy operation consisting of approximately 400 to 500 linear feet of shelving, which will be stocked with health and beauty aid products, is an extension to the Food Basics store, and shall be entirely the responsibility of the Food Basics store, whether franchised or corporate.
- 2) The remainder of the pharmacy operation, consisting of the pharmacy counter and work area and approximately 100 to 150 linear feet of shelving, shall be operated by A&P Drug Mart Ltd.
- 3) Any pharmacy technician employed in the remainder of the pharmacy described in (2) above shall be an employee of A&P Drug Mart Ltd., which shall recognize U.F.C.W. Local 175 as the exclusive bargaining agent of said pharmacy technician (defined as one who has successfully completed an accredited course for pharmacy technicians 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). Such pharmacy technicians shall be covered by the terms and provisions of the Food Basics Collective Agreement, except as follows:
 - any Pharmacist, Pharmacist student and Pharmacist intern employed therein shall be excluded from the bargaining unit.
 - pharmacy technicians shall be paid in accordance with the applicable progression schedule for full-time clerks or part-time employees, as set out in Appendix "A".
 - references made to Store Manager shall mean Pharmacy Manager.
 - sales for the A&P Drug Mart Ltd. portion of the pharmacy may be recorded through the front end of the Food Basics store.

- It is expected that “Regulated Pharmacy Technicians” will be introduced in the Province of Ontario at some time during the term of this Collective Agreement. The parties agree that once this designation is recognized in the Province, individuals working in the Pharmacy operations who hold this designation shall be excluded from the bargaining unit.
- 4) For further clarity, employees of Food Basics and employees of A&P Drug Mart Ltd. will not perform work in each others’ work area.

DATED: _____

FOR THE FRANCHISEES

R. Campbell _____
K. Myles _____
C. Nelson _____
F. Spizzirri _____

FOR LOCAL UNION 175

Richard Ambrusch _____
Shelly Dowrie _____
Sylvia Groom _____
Shawn Haggerty _____
Bill Harrison _____
Jim Hastings _____
Brian Lewis _____
Jeff Little _____
Leslie Litwiller _____
David Rebelo _____
Chris Sheridan _____
Chris Tsotsos _____

FOR A&P CANADA INC.

L. Martell _____
T.A. Zakrzewski _____

LETTER OF AGREEMENT #4

BETWEEN:

**A&P CANADA INC. (A&P)
AND EACH OF THE FOOD BASICS FRANCHISEES LISTED ON SCHEDULE "A"
ATTACHED TO THIS AGREEMENT
(hereinafter referred to Jointly and Severally as the "Employer")**

OF THE FIRST PART

- AND -

**UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION,
LOCAL 175
(hereinafter called the "Union")**

OF THE SECOND PART

Third party companies will be allowed to do relines that are in excess of six (6) feet of horizontal length. This letter of Agreement will expire at the end of the current collective agreement.

DATED: _____

| | | | |
|--------------|-------|------------------|-------|
| R. Campbell | _____ | Richard Ambrusch | _____ |
| K. Myles | _____ | Shelly Dowrie | _____ |
| C. Nelson | _____ | Sylvia Groom | _____ |
| F. Spizzirri | _____ | Shawn Haggerty | _____ |
| | | Bill Harrison | _____ |
| | | Jim Hastings | _____ |
| | | Brian Lewis | _____ |
| | | Jeff Little | _____ |
| | | Leslie Litwiller | _____ |
| | | David Rebelo | _____ |
| | | Chris Sheridan | _____ |
| | | Chris Tsotsos | _____ |

FOR A&P CANADA INC.

L. Martell _____

T.A. Zakrzewski _____