

EXPIRY: SEPTEMBER 5, 1992

SOURCE	CO
EFF.	90/09/02
TERM.	92/09/05
No. OF EMPLOYEES	565
NOMBRE D'EMPLOYÉS	L.W.

BETWEEN: CANADA SAFEWAY LIMITED, a body corporate, carrying on business in the City of THUNDER BAY, in the Province of Ontario, hereinafter referred to as the "COMPANY",

AND: UNITED FOOD & COMMERCIAL WORKERS, LOCAL 175, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "UNION".

WHEREAS: The Company and the Union desire to co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the Company and the employees covered by this Agreement, and in providing methods for a fair and amicable adjustment of disputes which may arise between them, and to promote efficient operation.

NOW, THEREFORE, THE COMPANY AND THE UNION MUTUALLY AGREE AS FOLLOWS:

SECTION 1 BARGAINING AGENCY

*Sept 5 92*

1.01

The Company recognizes the Union as the sole collective bargaining agency for all employees employed by the Company in or in connection with its stores located in the City of THUNDER BAY, save and except Store Managers, Meat Managers, Assistant Store Managers, Produce Managers, Bakery Managers, Graduate and Undergraduate Pharmacists, and a Confidential Secretary to the District Manager.

1.02

The wages, hours, and working conditions of persons regularly employed for twenty-four (24) hours or less, persons who work more than twenty-four (24) hours per week to replace employees who are absent due to vacation, sickness, accident or leave of absence, and Students employed during the school vacation period shall be only as set out in Appendix "B" of this Agreement.

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1.03

With respect to those Meat, Bakery, and Produce Managers referred to above, any new promotions to those positions after April 4, 1984 will become union members as set forth in Section 2 and 3 of the Collective Agreement. The parties further agree that any promotions or transfers to the position of Meat, Produce or Bakery Managers will be at the Company's sole discretion.

1.04

In this Collective Agreement the use of masculine terms shall also include the feminine and vice-versa unless otherwise indicated by the content.

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SECTION 2 UNION SHOP

2.01

The Company agrees to retain in its employ within the bargaining unit as outlined in Section 1 of this Agreement, only members of the Union in good standing. The Company shall be free to hire or rehire new employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall be eligible for membership in the Union and shall make application on the official membership application form within ten (10) calendar days from date of hire or rehire and become members within thirty (30) calendar days.

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2.02

The Company agrees to provide each new employee and rehired employee, at the time of employment, with a form letter outlining to the employee his or her responsibility in regard to payment of Union dues and Initiation fee.

SECTION 3 DEDUCTION OF UNION DUES

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3.01

The Company agrees to deduct from each employee affected including new hires, the amount of weekly union dues and initiation fees as are authorized by regular and proper vote of the membership of the local union. The Union will advise the Company as to the amount of initiation fees to deduct on an instalment basis.

3.02

Union fees deducted during any month shall be submitted to the Union within twenty (20) calendar days following the completion of the Company's four (4) or five (5) week accounting period.

3.03

The Company agrees to list monthly on the Dues Deduction Sheet, the names and Social Insurance Numbers of the employees on whom deductions were made and the amount of each deduction and the names of all employees who have terminated and new hires.

3.04

Union dues deductions, deducted from the Company's payroll during the calendar year shall be included on the **T-4** Income **Tax** forms that are provided by the Company.

3.05

The Union shall hold the Company harmless with respect to all dues and initiation fees deducted and remitted and with respect to any liability which the Company might incur as a result of such deductions and remittance.

SECTION 4 BASIC WORK WEEK

4.01

1. The basic work week for regular full-time employees shall be thirty-seven (**37**) hours **per** week consisting of either:
  - a. four (**4**) days at eight (8) hours and one (1) day at five (5) hours; or
  - b. three (**3**) days at eight (8) hours, one (1) day at seven (7) hours, and one (1) day at six (6) hours; or
  - c. three (**3**) days at seven (7) hours and two (**2**) **days** at eight (**8**) hours,

**as** scheduled by management.
2. In a week in which the Company observes one (1) full Statutory Holiday the basic work week for full-time employees shall be twenty-nine (29 1/2) hours.
3. In a week in which the Company observes two (**2**) full Statutory Holidays the basic work week for full-time employees shall be twenty-two (**22**) hours.

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#### 4.02

1. Where possible, the Company will schedule full-time employee. two (2) consecutive days off (Saturday/Sunday or Sunday/Monday) once every four (4) weeks, except in the week of a statutory holiday, so that employees involved receive an equal number of Saturday/Sunday and Sunday/Monday combinations off. Should an employee prefer to have some other days off at the time he or she would normally be scheduled two (2) consecutive days off, as set out above, the employee shall advise the Company by Thursday of the preceding week and in such event, the employee will forfeit his or her two (2) consecutive days off in that four (4) week period,
2. Providing the employee advises the Company prior to the schedule being prepared. The Company agrees to schedule one of the employee's Saturday/Sunday combinations to coincide with the employee's vacation once per year.

#### 4.03

Each employee shall, if required, work up to an additional five (5) minutes for clean-up purposes after store closing or for serving a customer after the completion of his regular work shift, without additional compensation. Such clean-up time shall not be accumulative and shall not be used for purposes of stocking shelves or other store fixtures.

#### 4.04

The Company agrees to post an hours of work schedule in ink for regular full-time employees by Thursday, 6:00 p.m. If the new schedule is not posted by Thursday, 6:00 p.m., then the schedule already posted shall apply for the following week.

No changes in the schedule for the following week shall be made except where changes are necessary due to accident, illness, promotion, demotion, fire, flood or other similar circumstances beyond the control of the Company. Changes in an employee's work schedule may be made by mutual agreement between the Company and the employee.

#### 4.05

1. The Company agrees that regular full-time employees shall not be required to work split shifts.
2. Except by mutual agreement, regular full-time employees shall not be required to work more than one (1) evening per week for night shopping.
3. Notwithstanding 4.05 (2), if two (2) nights per week work for full-time is required the Company will, where possible, rotate the evening work within the Department.

4.06

When an employee is called in and reports for work on any day, he shall be guaranteed four (4) hours pay for that day providing there is four (4) hours work between the time the employee reports for work and store closing time. ✓

4.07

The Company shall provide each store with either a time clock or time sheets in order to enable employees to record their time for payroll purposes. Employees shall record their own time as they start and finish work and the time they start and finish meal periods.

4.08

Except by mutual agreement, no employee will be scheduled to work on a night shift for more than four (4) weeks in any eight (8) week period.

4.09

Except in cases of emergency, or the regular interchange of employees to or from the night shift, employees shall be given one (1) week's notification of change from the day shift to the night shift or vice-versa.

4.10

There will be a minimum of ten (10) hours between the time an employee concludes one scheduled work shift and commences the next scheduled work shift, This may be waived by mutual agreement between the employee and the Store Manager. When changing from day shift to night shift or from night shift to day shift there shall be thirty (30) hours between shifts.

4.11

Night Stocking

No employee will be scheduled alone in the store on night stocking except in cases of emergency. In the event an employee reports for work on night stocking and finds that he will be alone in the store, he shall contact the Store Manager or his designate for further instructions.

4.12

Express Checkstands

Employees will not be scheduled to work in Express Checkstands for longer than four (4) hours in any one (1) day, except in the case of an emergency, or unless the employee wishes to work longer. There will be a five (5) minute leeway to complete the order of a customer and/or the transfer of cash register to another employee.

SECTION 5 OVERTIME RATES OF PAY

5.01

All time worked in excess of the basic work week as defined in Section 4.01 or the regular working day as scheduled by the Company, which shall not exceed eight (8) hours per day, and after the completion of the clean-up period, shall be paid for at the rate of time and one-half (1 1/2) the employee's regular hourly rate, provided that both daily and weekly overtime shall not be paid for, or as a result of, the same hours.

5.02

It is further understood that should the "clean-up" period be exceeded, then overtime rates shall be paid for all such additional time so worked including the "clean-up" period.

5.03

Double the employee's regular rate of pay shall be paid for all hours worked on Sunday, as well as on the employee's scheduled day off.

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All overtime work shall be performed only after authorization by the Management .

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Overtime shall be by mutual consent and where practical shall be offered to the most senior employee on the shift in the section providing the employee has the ability and qualifications to perform the work of the required overtime. If the senior employee does not wish to accept the overtime, then management will assign the job function to the most junior employee on the shift in the section who has the ability and is qualified to do the work.

SECTION 6 HOLIDAY PAY

6.01

The following days shall be considered as holidays for which regular full-time employees shall suffer no reduction in pay:

NEW YEAR'S DAY  
GOOD FRIDAY  
LABOUR DAY

VICTORIA DAY *SPD*  
CANADA DAY  
BOXING DAY

THANKSGIVING DAY  
CHRISTMAS DAY  
CIVIC HOLIDAY

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and any other day or portion of a day designated as a holiday by the Company, Federal, Provincial, or Municipal governments, providing said holidays are recognized by the majority of the food stores in Thunder Bay. Should any employee be required to perform work on any of the above-mentioned holidays, he or she shall receive, in addition to his or her holiday pay, two (2) times the employee's regular rate for all hours worked. Should any holidays fall on a Sunday, the following Monday will be observed as the paid holiday, providing such holidays are so recognized by the majority of the food stores in Thunder Bay.

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In order for an employee to receive Statutory Holiday pay, he must:

1. not have been voluntarily absent from work on the scheduled work day prior to and following such holiday;
2. must have worked his full regular assigned weekly hours for the week in which the holiday, or a portion of the holiday occur, except for bona fide illness.

It is understood that an employee on leave of absence granted by the Company, at the request of the employee, shall not qualify for Statutory Holidays with pay if he is absent on both his last scheduled work day prior to and his first scheduled work day following the Statutory Holiday.

Any employee receiving a payment under the Weekly Sickness and Accident Plan, or Workers' Compensation for the full week in which a Statutory Holiday or holidays occur, shall not be entitled to the Statutory Holiday provision in this Agreement.

### 6.03

A regular full-time employee's birthday shall be observed as paid holiday. When, however, an employee's birthday falls on a day that is not part of his regular weekly schedule, on a Sunday, the week of or the week prior to a paid holiday **as** listed in the collective agreement, it will be granted in the week following and the day shall be agreed upon between the employee and the Company. It shall be the employee's responsibility to advise the Company in advance of his birthdate.

### 6.04

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All part-time employees will be paid for the Statutory Holidays as set out in Article 6.01 at their current hourly rate of pay, times one-fifth (1/5th) of their average weekly hours based on their hours actually worked during the four (4) weeks immediately preceding the week in which the holiday is observed, provided:

1. they have been continuously employed for three (3) months or more;
2. they have worked forty (40) hours in the four (4) weeks immediately preceding the week in which the holiday falls, excluding absences for vacation purposes as set out in Appendix "B"-20.03;
3. they have worked their scheduled day before and their scheduled day after the holiday; and
4. that having agreed to work on a Statutory Holiday, they report for work and work their scheduled hours unless their absence is due to bona fide illness.

An employee with five (5) years service who otherwise qualified for payment will receive a minimum holiday payment of five (5) hours at his regular hourly rate.

## SECTION 7 MEAL AND REST PERIOD

### 7.01

Employees shall be granted one (1) hour for lunch or supper without pay each day. By mutual agreement between an employee and his Store Manager, an employee may be scheduled for a one-half (1/2) hour lunch or supper period without pay.

### 7.02

The Company agrees not to schedule an employee's meal periods prior to the completion of three (3) hours work, nor later than the completion of five (5) hours work.



7.03

Employees shall be granted two (2) fifteen (15) minute rest periods without reduction in pay during each work period of six (6) hours or more, one before and one after the meal period. Employees working for four (4) hours or more will receive one (1) fifteen (15) minute rest period.

7.04

Employees scheduled for more than ten (10) hours in any day will receive a third rest period of fifteen (15) minutes.

7.05

The time at which rest periods are to be taken shall be scheduled by the Company. However, no employee will be scheduled to take a rest period within one (1) hour of his starting or quitting time, or within one (1) hour of his meal period.

7.06

No employee shall work more than five (5) hours without getting a meal period as set out in 7.01.

SECTION 8 WAGES

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8.01

The minimum hourly rate of wages for all employees coming under this Agreement shall be as per Appendix "A" of this Agreement, provided that where an individual employee's wages are higher, such rate of wages shall not be reduced by reason of this Agreement. The rates of pay provided in Appendix "A" are minimum rates and apply to the job classification and not to the individual.

8.02

1. Any employee who is required to temporarily fill the classification of Store Manager for more than one (1) day in a week shall receive a premium of ninety (906) cents per hour for all hours **so** employed in such week.
2. Any employee who is required to temporarily fill the classification of Assistant Store Manager, Second Assistant Manager, Meat Manager, Produce Manager, or Bakery Manager for more than one (1) day in a week shall receive a premium of fifty (506) cents per hour for all hours **so** employed in such week.

3. Any employee who is required to temporarily fill the classification of Head Cashier, Deli Head, or Seafood Manager for more than one (1) day in a week shall receive the minimum rate for the job for all hours so employed in such week, or a premium of fifty (50¢) cents per hour, whichever is greater.
4. An employee who is assigned the responsibility to secure the store at the close of business will receive a premium of sixty (60¢) cents per hour for all time so assigned in the absence of the management team. Management team, for the purpose of this section, shall mean Store Manager, Assistant Store Manager and Second Assistant Store Manager.

8.03

Night Shift

Any employee called to work between the hours of 9:00 p.m. and 7:00 a.m. shall receive seventy (70¢) cents per hour over his regular established rate for each full hour worked. In the event the store is closed at 6:00 p.m., then any employee called to work between the hours of 6:00 p.m. and 7:00 a.m. shall receive seventy (70¢) cents per hour over his regular established rate for each full hour worked. All employees who work the majority of the shift between the hours of 9:00 p.m. and 7:00 a.m. shall receive the premium for the full shift. Shift rates shall not be added to the employee's hourly rate for the purpose of computing overtime, and there shall be no overlapping of premiums.

8.04

Night Stocking Lead Hand

Night Stocking Lead Hand shall receive fifty (50¢) cents per hour over his regular rate.

8.05

Night Shopping Premium

Any employee who works twenty-two (22) hours in any week and in such week is required to work when the store is open for night shopping shall be paid fifty (500) cents per hour for each one-half (1/2) hour worked after 6:00 p.m. on nights when the store is open for night shopping (fifty-five (550) cents per hour effective January 6, 1991; sixty (600) cents per hour effective January 5, 1992).

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## 8.06

### Travel Time

Any employee who is transferred, at the request of the Company, from one store to another store during the regular working day, shall be paid his or her regular hourly rate for all travelling time. Employees shall be compensated for actual expenses of public transportation or its equivalent or the actual cost of taxi fare, if such transportation is necessary.

## 8.07

### Pay for Time Worked

Management agrees to assume its full responsibility in seeing that all employees are compensated for all time worked.

Employees who fail to record all time worked will be subject to discipline by management.

## SECTION 9 CREDIT FOR PREVIOUS EXPERIENCE

### 9.01

New employees will be classified according to previous comparable experience in a unionized self-service retail food store. The Company shall not be required to recognize previous experience of new employees who have not worked in a self-service retail food store in the past two (2) years. The maximum amount of credit given will in no way place the employee on a wage rate above the second from top wage rate in the wage scale to which he was hired.

### 9.02

It shall be the responsibility of the employee to supply proof of his previous experience within thirty (30) days of employment, otherwise, all claim for previous experience shall be forfeited by the employee. Proof will mean that if past employment records are not obtainable, the Union records, income tax records or other similar documents will be acceptable. The hourly rate for recognized credit will be effective from the first day of employment.

SECTION 10      VACATIONS

10.01

Any employee absent from work in excess of six (6) months in any qualifying year shall have his vacation pay pro-rated based upon the actual time worked.

10.02

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Regular full-time employees with less than six (6) months continuous full-time service as of April 1st shall receive four (4%) percent vacation pay for all time worked up to April 1st. Regular full-time employees with six (6) months or more of continuous full-time service prior to April 1st shall receive one (1) week's vacation, with pay, at four (4%) percent of earnings up to April 1st; and shall take such vacation between May 1st and September 30th, unless otherwise mutually agreed to by the Company and the employee.

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Any regular full-time employee after one (1) year's continuous full-time service by April 1st shall receive two (2) weeks vacation at his or her regular rate of pay, and shall take such vacation from May 1st to September 30th, unless otherwise mutually agreed to by the Company and the employee.

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Any regular full-time employee who has completed five (5) years of continuous full-time service by April 1st, shall receive three (3) weeks vacation at his or her regular rate of pay. (Two (2) weeks of which shall be granted during the months of May 1st to September 30th, inclusive, and the other week to be scheduled by mutual agreement between the employee and the Company. If a mutual agreement cannot be reached, the Company shall schedule the other week at its discretion).

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Regular full-time employees having completed eight (8) years or more of continuous full-time service with the Company prior to April 1st, shall be granted four (4) weeks vacation at his or her regular rate of pay (two (2) weeks of which shall be granted during the months of May 1st to September 30th, inclusive, and the other weeks to be scheduled by mutual agreement between the employee and the Company. If a mutual agreement cannot be reached, the Company shall schedule the other weeks at its discretion).

10.05

Regular full-time employees having completed sixteen (16) years or more of continuous full-time service with the Company prior to April 1st, shall be granted five (5) weeks vacations at his or her regular rate of pay (two (2) weeks of which shall be granted during the months of May 1st to September 30th, inclusive, and the other weeks to be scheduled by mutual agreement between the employee and the Company. If a mutual agreement cannot be reached, the Company shall schedule the other weeks at its discretion).

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10.06

Regular full-time employees having completed twenty-three (23) years or more of continuous full-time service with the Company prior to April 1st, shall be granted six (6) weeks vacation at his or her regular rate of pay three (3) weeks of which shall be granted during the months of May 1st to September 30th, inclusive, and the other weeks to be scheduled by mutual agreement between the employee and the Company. If a mutual agreement cannot be reached, the Company shall schedule the other weeks at its discretion.

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10.07

The vacation period for those employees entitled to four (4), five (5) and six (6) weeks vacation shall be consecutive except during the months of June, July, August, September and December, unless otherwise mutually agreed.

10.08

Part-time employees covered by this Agreement will receive vacation pay allowance based on their previous year's earnings (January 1st to December 31st) as reported on their T-4 Income slip on the following basis:

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1. up to five (5) years service - four (4%) percent of earnings:
2. over five (5) years service - six (6%) percent of earnings;
3. over eight (8) years service - eight (8%) percent of earnings (effective in 1981).

10.09

The Company will post a Vacation Schedule by February 1st and employees will indicate a preference by May 1st. The finalized vacation schedule shall be posted on the bulletin board by the Company prior to May 15th, and thereafter shall not be changed unless by mutual agreement between the Company and the employee. The finalized vacation schedule shall remain posted throughout the vacation period.

10.10

When a holiday as defined in 6.01 and 6.02 occurs during an employee's vacation, an extra day's vacation with pay or, if agreeable to both the Company and the employee, an extra day off with pay to coincide with the employee's regular day off may be given within four (4) weeks of the holiday in lieu of a day's pay.

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Upon successful completion of the probation period a part-time employee hired full-time following September 24, 1978 will be credited with the number of hours accumulated during the employee's continuous part-time service with the Company provided the employee's transition to full-time is continuous from part-time. The credited hours will be balanced with the respective annual hours of a regular full-time employee to establish the appropriate yearly credit for future vacation entitlement.

10.12

Vacation entitlement must be taken in the calendar year and shall not be carried over to the next calendar year.

10.13

In the event the Company requires a number of weeks' of vacation to be taken during a specific week or weeks outside of the vacation period of May 1st to September 30th, the vacation schedule will be posted so as to allow employees to indicate preference from the available weeks. If consensus cannot be reached using this approach, the Company will schedule the weeks required to be taken giving consideration of the concept of seniority where it does not interfere with the efficient operation of the business.

## SECTION 11      MANAGEMENT'S RIGHTS

11.01

The management of the Company and the direction of the working force, including the right to plan, direct and control store operations, to maintain the discipline and efficiency of the employees, and to require employees to observe Company rules and regulations, to hire, layoff, or assign employees working hours, to suspend, transfer, promote, demote, discipline, and discharge employees for just cause are to be the sole right and function of management.

11.02

The Company shall be the sole judge of the merchandise to be handled in its stores.

11.03

The foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth. The Company, therefore, retains **all** rights not otherwise specifically covered in this Agreement. The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.

SECTION 12      EMPLOYEE, UNION AND EMPLOYER CO-OPERATION

12.01

The employees agree to uphold the rules and regulations of the Company in regard to punctual and steady attendance, proper notification in case of necessary absence, conduct on the job, and all other reasonable rules and regulations established by the Company.

12.02

The employees agree to co-operate with the Company in maintaining and improving safe working conditions and good housekeeping of the stores, and caring for equipment and machinery.

12.03

The Union agrees to co-operate when requested by the Company in correcting inefficiencies of the members which might necessitate discharge.

12.04

The Company agrees that it will not discriminate against any employee for reporting to the Union the violation of any provisions of the Agreement or for performing services on a Union Committee outside of working hours nor shall the Union intimidate or discriminate against any employee who does not wish to participate in any of the Union's activities.

12.05

When the Company requires an employee to be present at a meeting called by the Company, time spent at such meetings will be considered as time worked. This provision shall not apply to meetings where attendance by an employee is voluntary.

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The Company and the Union agree to co-operate in establishing and maintaining a Safety Committee in the store. The Company recognizes the Union's right to appoint a maximum of two (2) employees to a Committee in each store.

SECTION 13 LEAVE OF ABSENCE

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1. The Company agrees to allow time off work, without pay, for one (1) delegate (part-time or full-time) per store to a maximum of three (3) delegates to attend Union conventions for a period of not more than ten (10) working days per year. Requests for more than one (1) delegate per store or for more than three (3) in total shall be decided by mutual agreement between the Company and the Union. The Union will give the Company two (2) weeks notice in regard to such requests to attend conventions.

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2. The Company agrees to grant time off, without pay and without discrimination, to not more than one (1) employee, full-time or part-time, designated by the Union for a maximum of nine (9) months to service in any capacity on official union business provided a relief employee, satisfactory to management, is available and provided that notification is given to the Company in sufficient time to procure a relief person for the job involved. Any employee who has been granted a leave of absence to serve the Union in an official capacity shall continue to accumulate bargaining unit seniority.



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A female employee with twelve (12) months of continuous service with the Company shall be granted a leave of absence, without pay, for pregnancy. During such leave of absence, wage adjustments under the automatic progression schedule shall cease. She shall return to work not earlier than six (6) weeks nor later than twelve (12) weeks after the birth of the child. In cases of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks provided such request is accompanied by a doctor's certificate setting out the nature of the complication(s). She shall be returned to the same classification she held prior to the leave of absence and shall receive any general wage increase granted during such leave. The employee will be required to notify the Company in writing as soon as possible regarding the pregnancy and will be required to give the Company at least two (2) weeks notice of her desire to return to work following such leave. The Company may require the employee to take a medical by a duly qualified medical practitioner designated by the Company to establish that she is physically capable of performing such work, prior to her returning to work. In the event of a miscarriage, the leave of absence will terminate six (6) weeks from the date of the miscarriage. However, the employee will be allowed to return to work one (1) week following the presentation of a satisfactory certificate from her doctor. Benefits will not accumulate or be paid during the maternity leave of absence, but benefits accumulated prior to the leave shall be maintained. Seniority will accumulate during the maternity leave of absence. In special circumstances, the leave may be extended if mutually agreed between the Company and the employee.

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All requests for personal leave of absence of three (3) working days or less shall be made verbally to the Store Manager. If granted, permission will be given in writing to the employee concerned by the Store Manager within twenty-one (21) days from the date of receipt of request.

All requests for personal leave of absence of more than three (3) working days shall be made to the Human Resources Manager through the District Manager in writing by the employee concerned and the letter shall indicate in full the reason for requesting the leave of absence. Each request will be considered on its individual merit and the granting or refusal of all such requests for leave of absence shall be made in writing to the employee concerned with a copy to the Union office. Where the request is refused, the letter will state the reason for the refusal.

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SECTION 14      NEW LOCATIONS

14.01

It is agreed that when the Company opens a new store(s) in the City of Thunder Bay, said new store(s) will become part of the bargaining unit as defined in Section 1 of this Agreement.

SECTION 15      NO STRIKES/NO LOCKOUTS

15.01

During the period covered by this Agreement, the Union agrees that there shall be no strike or other interference with or interruption of the normal conditions of the Company's business by the Union or its members.

15.02

The Company agrees that there shall be no lockouts during the term of this Agreement.

SECTION 16      LENGTH OF SERVICE

16.01

Full-time seniority shall be defined as the length of continuous full-time service with the Company in the geographic area of this Agreement.

16.02

In filling vacancies and new positions, the principle of seniority will be recognized by the Company where the ability and qualifications of the employees concerned are relatively equal.

16.03

Employees regularly working full-time, laid off, or reduced to part-time shall be recalled to full-time first by seniority whenever a full-time position becomes available or is created, provided:

1. in the event of layoff, no more than six (6) months have elapsed since the last day worked by the employee, and;
2. in the event of reduction to part-time, the employee reports for duty within twenty-four (24) hours from the day of the recall, and;
3. the employee is capable of performing the work.

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In the event of the reduction of staff, the reduction of a full-time employee to part-time, and recall following layoff, the Company will recognize the principle of seniority where the senior employee has the ability and qualifications to perform the job in a competent manner. It is understood and agreed that the rights of a laid off employee are restricted to the right of recall only and such right shall be forfeited if laid off for more than six (6) consecutive months.

16.05

Length of service of an employee shall be considered broken and all rights forfeited when an employee:

1. voluntarily leaves the service of the Company:
2. is discharged for just cause:
3. fails to report back to work within fourteen (14) calendar days of the time of being recalled after layoff. The fourteen (14) calendar days may be extended by mutual agreement between the Company and/or the employee or the Union, if the employee concerned is not able to return to work due to sickness or accident. Recall from layoff will be sent by registered mail to the employee's last known address. It is the employee's responsibility to keep the Company informed of any change of address.
4. is absent from work without a written leave of absence authorized by the Company, or fails to return to work on the completion of an authorized leave of absence unless a reason satisfactory to management is given by the employee. Sickness or inability to communicate with the Company shall be considered a satisfactory reason.
5. it is agreed and understood that an employee unable to work due to sickness or an accident and the employee's absence from work has exceeded thirty (30) months and is still on long-term disability, the employee shall forfeit the right to recall.

16.06

The Company agrees that the employee's length of service shall be an important factor in the selection and scheduling of vacation periods provided it will not interfere with the proper operation of the business.

16.07

It shall be the sole decision of the Company to decide the size and type of working force required to operate its stores. The Company in exercising this right, agrees not to layoff or reduce to part-time, a regular full-time employee in a store and replace his regular weekly work schedule with part-time or casual employees.

16.08

Regular part-time employees who are desirous of becoming full-time employees, or of increasing their hours of work, shall inform the Company in writing. The Company agrees to give full consideration to the employee's request. All applications must be made on the understanding the employee will accept a work assignment in any of the Company's stores within the area.

16.09

In the event an employee's status changes from full-time to part-time, either at the direction of or with the permission of the Company, his seniority date will be his original-date of continuous service.

16.10

In the event a vacancy occurs in the full-time staff, the Company agrees to hire part-time employees to fill such vacancy on the basis of seniority provided the competing employees are relatively equal on the basis of skill, and on the basis of merit, fitness, and ability. In the event there is no qualified part-time employee available to perform the work, it is understood that the Company may fill the vacancy at its discretion.

## SECTION 17 SENIORITY RIGHTS

17.01

The Company agrees to supply the Union with seniority lists during the months of January and July of each year. Regular full-time lists will be on a city-wide basis and part-time lists will be on a store-by-store basis.

SECTION 18 NOTICE OR PAY IN LIEU OF NOTICE:  
IN CASES OF TERMINATION OR LAYOFF

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18.01

The Company shall give regular full-time employees one (1) week's written notice or pay in lieu of notice in case of layoff, if for more than three (3) days. Whenever the Company finds it necessary to terminate the employment of an employee covered by this Agreement, it agrees to give written notice, or pay in lieu of notice, as set out in The Employment Standards Act of the Province of Ontario. However, the Company shall not be obligated to give any notice whatsoever or any pay in lieu thereof, to any employee guilty of rank insubordination, dishonesty, obvious disloyalty, drunkenness, or drinking intoxicants any time during working hours, or other cases of termination for just cause.

The Company will give full-time employees who are being reduced to part-time one (1) week's notice.

SECTION 19 BUSINESS AGENTS VISITS

19.01

The authorized business agent, or representatives of the Union shall be permitted, after receiving permission from the Store Manager, to talk with any employee regarding Union matters, during regular working hours, but all interviews of employees by the Union representatives shall be carried on in a place in the store provided for and designated by the Company. Time taken for such interviews in excess of five (5) minutes shall not be on Company time.

SECTION 20 JURY DUTY

20.01

After three (3) months full-time employment, any regular full-time employee who is summoned to Jury Duty shall be paid wages amounting to the difference between the amount paid them for Jury services and the amount they would have earned had they worked on such days, to a maximum of eight (8) hours per day and thirty-seven (37) hours per week. This does not apply if the employee is excused from Jury Duty for the rest of the day or days and fails to report **back** to work, or if the Jury Duty occurs on the employee's scheduled day off.

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If government legislation is enacted during the term of this Agreement which establishes a Plan of benefits which duplicates any of the benefits provided the Company's Group Insurance Plan resulting in a reduction in the cost of such benefits to the Company, the Union agrees that any such cost reduction will be absorbed by the Company.

22.04

Providing an employee is entitled to Weekly Indemnity benefits and a claim has been properly completed and filed with the Company, in cases where the employee does not receive Weekly Indemnity payment within three (3) weeks of receipt of claim, upon request of the employee an advance payment in the amount equal to the Weekly Indemnity payment will be paid to the employee. In such cases the employee agrees to reimburse the Company when the Weekly Indemnity payment is received.

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SECTION 23 DENTAL PLAN

23.01

The Company agrees to make a direct contribution to the Northwest Ontario Commercial Workers Dental Plan of seventeen (17¢) cents per hour (eighteen (186) cents effective November 12, 1990; nineteen (196) cents effective January 5, 1992) for each straight time hour of actual work in respect to full-time, part-time, part-time working less than twenty-four (24) hours per week, and students in the bargaining unit.

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23.02

Such contributions shall not exceed six dollars and twenty-nine (\$6.29) cents per week (six dollars and sixty-six (\$6.66) cents effective November 12, 1990; seven dollars and three (\$7.03) cents effective January 5, 1992) for any one employee. Such contributions will be forwarded to the Trust within twenty-one (21) day following the Company's four (4) or five (5) week accounting period.

23.03

The Plan will be controlled by a Board of Trustees, made up of an equal number of representatives of each side, to a maximum of four (4) on each side.

23.04

The Trustees shall appoint a Chairman from the Trustees, on yearly, rotating basis, and the Secretary to be appointed from the opposite side. These positions to be rotated from year to year from each party.

23.05

It is agreed that in the event the Government of Canada or the Province of Ontario provides a non-contributory Dental Care Plan with similar benefits, the Company's obligations to continue contributions to the Ontario Dental Plan shall cease. It is further understood, should Government Plan create duplicate benefits, then these benefits shall be deleted from the Ontario Dental Plan and the Company's contribution in respect to the cost of these benefits shall cease.

23.06

A maximum coverage payment of claims of the Ontario Dental Plan shall be determined from time to time by the Board of Trustees.

23.07

The parties to this Agreement agree that the employee's share of the U.I.C. Wage Loss Replacement Program Rebate will be used to offset, in part, the additional cost to the dental plan negotiated in the 1984 set of negotiations.

SECTION 24      PAY FOR TIME ABSENT FROM WORK DUE TO  
                    SICKNESS AND NON-OCCUPATIONAL ACCIDENTS

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0621-24.01  
Full-time employees shall accumulate credits at the rate of one-half (1/2) of one-fifth (1/5th) of the basic work week for each full month of employment up to a maximum of one hundred and twenty (120) hours credit (one hundred and forty-eight (148) hours effective January 1, 1987). Credit shall accumulate only on full-time employment following the completion of a three (3) month full-time eligibility period.



24.02

In order to qualify for sick pay, employees shall endeavour to notify the Store Manager, or in his absence, the next highest ranking employee available, prior to the starting time or as soon as possible on the first day of absence. The said employee shall also, whenever possible, inform the Company as indicated above of the estimated length of illness and must notify the Company when ready to return to work and where he can be contacted relative to his illness.

24.03

The Company may require the employee to provide a doctor's certificate verifying any absence due to disability. Such evidence will be requested prior to the employee's return to work.

24.04

The Company shall apply any accumulated sick leave to absences due to the employee's sickness not covered by insured Weekly Indemnity Benefits (or similar benefits) and may supplement Weekly Indemnity Benefits (or similar benefits) with unused Sick Leave Credits in an amount equal to but not to exceed the employee's normal earnings.

24.05

Employees, if found abusing the above-mentioned privilege shall be disciplined by the Company. In such cases, the Company may discontinue or reduce the benefits of the employee, or terminate the employee.

24.06

Any employee injured at any time during a shift and unable to complete his shift due to such injury shall suffer no reduction in earnings for that shift.

SECTION 25      LONG-TERM DISABILITY

25.01

After three (3) months full-time employment full-time employees shall be eligible for a Long-Term Disability benefit in accordance with the terms of the Company's Plan.

25.02

Subject to the terms of this Plan, a qualifying employee's maximum benefit will be sixty (60%) percent of his basic weekly earnings at date of disability to a monthly maximum of one thousand (\$1,000) dollars, less income from other sources (fifteen hundred (\$1,500) dollars effective for disabilities occurring after November 18, 1990).

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25.02

25.03

No other benefits of this Collective Agreement will be paid to an employee who is on Long-Term Disability. After two (2) years disability, the employee's services will be automatically terminated.

25.04

Notwithstanding the above, all matters of the Plan including the determination of employee as disabled will be as determined by the Insurance Carrier.

25.05

Full-time employees in the bargaining unit shall become eligible and qualify for coverage of the L.T.D. benefit after January 2, 1984, in accordance with the terms of the Plan.

25.06

The Company will pay the full cost of such Plan effective August 30, 1986.

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25.06

SECTION 26 OPTICAL PLAN

26.01

After three (3) months continuous full-time service, the Company will provide its optical plan to full-time employees.

SECTION 27 ADJUSTMENT OF GRIEVANCES

27.01

Any complaint, disagreement, or difference of opinion between the Company and the Union or the employees covered by this Agreement, which concerns the interpretation, application, operation, or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

27.02

Any employee, the Union, or the Company may present a grievance. Any grievance which is not presented to the Company in writing, clearly setting forth the issues and contentions of the aggrieved party, within fifteen (15) working days following the event giving rise to such grievance or within seven (7) working days of the last day worked in the case of a dismissal, shall be forfeited and waived by the aggrieved party.

27.03

The procedure for adjustment of grievances and disputes shall be as follows:

27.04

Step One

If an employee, or the Union believes that he has a grievance as defined in Article 27.01, such employee alone or with the Union Steward, may discuss his or her grievance with the Store Manager within the time limits set out in Article 27.02.

27.05

Step Two

If the grievance is not settled by the Store Manager within five (5) working days of its presentation at Step One, the grievance may be lodged with the District Manager within the next seven (7) days, but not thereafter. In such case, the grievance shall be in writing, shall state the clause or clauses alleged to have been violated, and shall be signed by the grievor accompanied by a letter from the Union in which the Union may request a meeting. The District Manager or his appointee may arrange a meeting with the Union representative and the grievor to discuss the merits of the grievance, or he may answer the grievance in writing to the Union representative and the grievor. In either case, if a satisfactory settlement is not reached within fourteen (14) calendar days of the filing of the grievance at Step Two, the grievance may be referred to Arbitration as set out in Article 28.

27.06

If an employee is of the opinion he has been improperly dismissed he may present his grievance, in writing, within the time limits set out in Article 27.02 commencing at Step Two of the grievance procedure.

This section does not apply in the case of any dismissal of an employee for any reason whatsoever where such employee has worked less than one (1) month, or has been found unacceptable to the Company's Bonding Company.

27.07

The time limits set out above may be extended by mutual agreement in writing between the parties.

27.08

When an employee's work performance is such that it may lead to discipline or discharge and is the subject of discussion between the employee and the Company, the Union Steward, or in the absence of the Union Steward, another member of that store designated by the employee, shall be present.

27.09

The employees shall be given a copy of reprimands, suspensions, or notices of discharge which are to be entered in the employee's personnel file.

## SECTION 28 BOARD OF ARBITRATION

28.01

If the Union and the Company representatives cannot reach a satisfactory settlement of a grievance under Section 27, then upon request by registered mail by either party within fourteen (14) days following the time limits set out in Article 27.05, but not thereafter, the grievance shall be submitted to a Board of Arbitration composed of three (3) members or a Chairman only if agreeable to both parties.

28.02

The Company and the Union shall each select one member and the third member shall be selected by mutual agreement of the two members first elected. The third member shall be impartial and possess skill and knowledge of Labour Management Relations. The third member shall act as Chairman of the Board. If agreement cannot be reached within fourteen (14) days in respect to the appointment of the Chairman of the Board of Arbitration, the matter shall be referred to the Minister of Labour for the Province of Ontario who shall appoint one. No person involved directly in the controversy under consideration shall be a member of the Board of Arbitration.

28.03

The Board of Arbitration shall receive and consider such material evidence and contentions as the parties may offer and may make such independent investigation that it deems essential to a full understanding and determination of the issue involved. In reaching its decision, the Arbitration Board shall be governed by the provisions of this Agreement.

28.04

The Board of Arbitration shall not be vested with the power to change, modify, or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend or involve an issue or contention by either party which is contrary to any provision of this Agreement, or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.

28.05

The decision of the Board of Arbitration on all arbitrable questions shall be final and binding on all parties.

28.06

It is the intention of the parties that this Article shall provide a peaceful method of adjusting grievances so that there shall be no suspension or interruption of normal operations as a result of any grievance. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this Article.

28.07

The expense of the Chairman of the Board shall be borne equally by the parties to the arbitration.

28.08

All sittings of the Board of Arbitration will be in the City of Thunder Bay, Ontario.

SECTION 29      PROBATIONARY PERIOD

8/10/07

29.01

New employees shall be on probation for thirty (30) calendar days. Probationary employees may be discharged at the discretion of the Company within the above time limit, and said employee shall have no recourse to the Grievance and Arbitration sections of this Agreement.

SECTION 30 CASH SHORTAGES

30.01

No employee may be required to make up cash register shortages unless he is given the opportunity of checking the money and daily receipts upon starting and completing the work shift, and unless the employee has exclusive access to the cash register during the work shift, except as specified below.

30.02

No employee may be required to make up register shortages when Management exercises the right to open the register during the employee's work shift, unless the register is opened in the presence of the employee and the employee is given the opportunity to verify all withdrawals and/or deposits.

SECTION 31 UNION DECAL

31.01

The Company agrees to display the official Union Decal of the United Food and Commercial Workers in a location where it can be seen by the customers. The location of such decal must be approved by the Company.

SECTION 32 BULLETIN BOARDS AND STEWARDS' BADGES

32.01

The Company agrees that during the term of this Agreement it will maintain its present policy to make space available to the Union on the existing bulletin board in each of its stores for the purpose of posting notices directly relating to the employees of the store, provided such notice shall first receive the approval of management.

32.02

The Company recognizes the right of the Union to appoint a maximum of three (3) Shop Stewards per store.

32.03

The Company agrees to make space available on the bulletin board to the Union for a card indicating the name of the Shop Steward of the store. The size of said card to be by mutual agreement between the Company and the Union.

32.04

The Company agrees to allow Shop Stewards, designated by the Union, to wear their Shop Steward badge while on duty, providing the size of the badge is acceptable to the Company.

### SECTION 33 WEARING APPAREL

33.01

The Company agrees during the term of this Agreement to maintain its present practice relative to wearing apparel for employees. The parties further agree that this practice can be amended if mutually acceptable to the employee and the Company.

### SECTION 34 CHARITABLE DONATIONS

34.01

While the Company and the Union **are** fully in favour of charitable causes, it is agreed that employee donations to charity funds shall be on a strictly voluntary basis.

### SECTION 35 SALESPERSONS

35.01

Except prior to store opening and one (1) week thereafter, or during store remodeling to a maximum of one (1) week, suppliers' representatives, other than rack jobbers, will not price products in stores, stock or replenish merchandise other than to rotate or check code dating on shelf stock or to provide merchandising advice.

SECTION 36      NEGOTIATING COMMITTEE

36.01

Effective in the 1986 negotiations, the Company agrees to pay out a maximum of one hundred and eighty-eight (188) man hours. The Negotiating Committee will consist of no more than four (4) employees; a maximum of two (2) part-time and two (2) full-time, no more than one (1) employee per store.

SECTION 37      CHANGE OF OWNERSHIP

37.01

The Company agrees to notify the Union as far in advance as is possible in connection with any change of ownership of management of any of their stores.

SECTION 38      TECHNOLOGICAL CHANGE

38.01/

The Company agrees to notify the Union at least three (3) months in advance of any technological change that may result in the displacement of employees.

38.02

Any full-time employee with one (1) or more years of service displaced due to technological changes shall be trained for any new positions created by the technological change or re-trained for a position presently in existence within the bargaining unit provided they have sufficient seniority to displace a junior employee. Said employee shall be given the eight (8) month rate in that classification. If the employee is successfully re-trained within a similar period given a new employee under the probationary section of this Agreement, the employee may then exercise his or her seniority rights over junior full-time employees within that classification. If the employee is successfully re-trained within the period given, then the employee will progress through the acceleration period of the new classification.

38.03

If said employee cannot satisfactorily be re-trained in that position, he or she shall be afforded an opportunity based on seniority to work part-time in his or her former classification if said classification is still in existence, otherwise he or she shall be terminated with severance pay as below.

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38.04

If an employee refuses part-time employment, he shall be considered to have terminated employment with the Company. Any regular full-time employee with one (1) or more years of service whose employment is terminated by the Company under this provision shall receive one (1) week's severance pay for each year of continuous full-time service up to a maximum of fifteen (15) weeks' pay. ✓

38.05

This clause does not apply to employees who accept other employment with the Company outside the jurisdiction of this Agreement.

38.06

The Company will attempt to the best of their ability to find a job within the bargaining unit for full-time employees with less than one (1) year's seniority and part-time employees. If it is not possible, said employees will be terminated.

SECTION 39      DISPLACED EMPLOYEES - CLOSING OF DEPARTMENT

39.01

When a full-time employee with one (1) or more years of service is displaced due to a department closing or a job becoming redundant and who has sufficient seniority to displace a junior employee, the Company agrees to give training to said employee for a position presently in existence within the bargaining unit. Said employee shall be given the eight (8) month rate in that classification. If the employee is successfully re-trained within the similar period given a new employee under the probationary section of this Agreement, the employee may then exercise his or her seniority rights over junior full-time employees within that classification, If the employee is successfully re-trained within the period given, then the employee will progress through the acceleration period of the new classification. If said employee cannot be satisfactorily re-trained in that position, he or she will be afforded an opportunity based on seniority to work part-time in his former classification, if such classification is still in existence, otherwise he shall be terminated with severance pay as below.

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39.02

If an employee refuses part-time employment, he shall be considered to have terminated employment with the Company. Any regular full-time employee with one (1) or more years service whose employment is terminated by the Company under this provisions shall receive one (1) week's severance pay for each year of continuous full-time service up to a maximum of fifteen (15) week's pay. This clause does not apply to employees who accept other employment with the Company outside the jurisdiction of this Agreement.

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39.03

The Company will attempt to the best of their ability to find a job within the bargaining unit for full-time employees with less than one (1) year's seniority and part-time employees. If it is not possible, said employees will be terminated.

SECTION 40      SEXUAL HARASSMENT

17

40.01

The Company and the Union agree that the retail locations covered by this Collective Agreement shall be free of sexual harassment. The Company and the Union agree to co-operate with each other in preventing and eliminating sexual harassment if same should occur in locations covered by this Agreement.

SECTION 41      TRAINING AND EDUCATION FUND

41.01

The Company agrees to contribute effective August 30, 1987, two (2¢) cents **per** hour into the Northwest Ontario Commercial Workers Training and Education Fund. The hours for which the Company will contribute will be the same as contributed for the Dental Plan under Section 23 and shall be remitted in the same manner.



SECTION 42 EXPIRATION AND RENEWAL

42.01

This Agreement shall be effective from September 2, 1990, and shall remain in full force until September 5, 1992, and shall continue in full force hereafter from year to year, except that either party may, not more than sixty (60) days and not less than thirty (30) days before the expiry date or renewal date of such Agreement, give notice in writing to the party of their intentions to revise or abrogate this Agreement.

SIGNED THIS 20th DAY OF Dec 19 90.

FOR THE UNION:

[Signature]  
Bill Walker  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE COMPANY:

[Signature]  
[Signature]  
[Signature]  
\_\_\_\_\_

WAGE SCHEDULE

APPENDIX "A"

<u>CLERK "A"</u>	<u>NOV. 18/90</u>	<u>JAN. 6/91</u>	<u>SEPT. 1/91</u>
0 - 3 months	\$ 6.98	\$ 6.98	\$ 6.98
3 - 6 months	8.41	8.41	8.61
6 - 12 months	9.73	9.73	10.13
12 - 18 months	11.23	11.23	11.83
18 - 24 months	13.16	13.16	13.96
Over 24 months	<u>15.52</u>	16.15	17.15

CLERK "B"

0 - 6 months	7.33	7.33	7.33
6 - 12 months	9.15	9.15	9.40
12 - 18 months	11.08	11.08	11.58
18 - 24 months	13.37	13.37	14.12
Over 24 months	16.15	16.15	17.15

**MEATCUTTER****NOV. 18/90****JAN. 6/91****SEPT. 1/91**

<u>0 - 6 months</u>	\$ 8.06	\$ 8.06	\$ 8.06
6 - 12 months	9.59	9.59	9.79
12 - 18 months	11.11	11.11	11.51
18 - 24 months	13.08	13.08	13.68
24 - 36 months	14.70	14.70	15.50
Over 36 months	16.80	16.80	17.80

**BAKER**

<u>0 - 6 months</u>	8.06	8.06	8.06
6 - 12 months	9.13	9.13	9.30
12 - 18 months	10.30	10.30	10.63
18 - 24 months	12.10	12.10	12.60
24 - 30 months	13.50	13.50	14.17
30 - 36 months	14.62	14.62	15.46
Over 36 months	16.62	16.62	17.62

**BAKERY LEAD HAND**

16.80	16.80	17.80
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**SEA FOOD MANAGER,  
 DELI MANAGER (as  
 designated by management)**

<u>0 - 3 months</u>	13.47	13.47	13.47
Over 3 months	16.05	16.65	17.65

<u>CAKE DECORATOR</u>	<u>NOV. 18/90</u>	<u>JAN. 6/91</u>	<u>SEPT. 1 1</u>
0 - 6 months	\$ 13.17	\$ 13.17	\$ 13.17
Over 6 months	15.74	16.15	17.15
<u>HEAD CASHIER</u>			
0 - 3 months	13.47	13.47	13.47
Over 3 months	16.05	16.15	17.15
<u>MEAT DEPARTMENT MANAGER</u>			
0 - 6 months	15.42	15.42	15.42
Over 6 months	17.97	17.97	18.97
<u>PRODUCE DEPT. MANAGER</u>			
0 - 6 months	14.73	14.73	14.73
Over 6 months	17.28	17.28	18.28
<u>BAKERY DEPT. MANAGER</u>			
0 - 6 months	15.42	15.42	15.42
Over 6 months	17.97	17.97	18.97
<u>2ND ASSISTANT MANAGER</u>			
0 - 6 months	14.93	14.93	14.93
Over 6 months	17.48	17.48	18.48

PART-TIME EMPLOYEES HIRED PRIOR TO NOVEMBER 11, 1990

<u>PART-TIME</u>	<u>NOV. 18/90</u>	<u>SEPT. 1/91</u>	<u>MAR. 1/92</u>
0 - 500 hours	\$ 6.40	\$ 7.00	\$ 7.20
500 - 1000 hours	6.56	7.16	7.36
1000 - 1500 hours	6.73	7.33	7.53
1500 - 2000 hours	6.89	7.49	7.69
2000 - 2500 hours	7.57	8.17	8.37
2500 - 3000 hours	8.40	9.00	9.20
3000 - 3500 hours	9.36	9.96	10.16
3500 - 3700 hours	<b>10.44</b>	11.04	<b>11.24</b>
Over 3700 hours	12.85	13.45	13.65

PART-TIME EMPLOYEES HIRED AFTER NOVEMBER 11, 1990

<u>PART-TIME</u>			
0 - 500 hours	5.50	5.80	6.00
500 - 1000 hours	5.75	6.11	6.31
1000 - 1500 hours	6.00	6.36	6.56
1500 - 2000 hours	6.25	6.61	6.81
2000 - 2500 hours	6.82	<b>7.15</b>	7.35
2500 - 3000 hours	<b>7.84</b>	<b>8.19</b>	8.39
3000 - 3500 hours	8.99	9.36	9.56
3500 - 3700 hours	10.26	10.65	10.85
Over <b>3700</b> hours	12.85	13.45	13.65

PHARMACY TECHNICIAN	NOV. 18/90	SEPT. 1/91	MAR. 1 ?
0 - 500 hours	\$ 5.50	\$ 5.80	\$ 6.00
500 - 1000 hours	5.75	6.11	6.31
1000 - 1500 hours	6.00	6.36	6.56
1500 - 2000 hours	6.25	6.61	6.81
2000 - 2500 hours	6.82	7.15	7.35
2500 - 3000 hours	7.84	8.19	8.39
3000 - 3500 hours	8.99	9.36	9.56
Over - 3500 hours	11.12	11.72	11.92

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 INCREASES

No employee who is not at top rate will work more than five (500) hundred hours without a wage increase (either increment or across-the-board).

1.02

WAGES

FULL-TIME: \$1.00 per hour effective November 18, 1990;  
 \$1.00 per hour effective September 1, 1991.

PART-TIME: \$1.00 per hour effective November 18, 1990;  
 60¢ per hour effective September 1, 1991;  
 20¢ per hour effective March 1, 1992.

1.03

RETROACTIVITY

One (\$1.00) dollar per hour for all hours worked or paid from September 2, 1990 until November 17, 1990 to those employees on the payroll of the Company on November 11, 1990.

ARTICLE 2 OFF-SCALE LANGUAGE

2.01

In the event any of the increases referred to above result in an employee being placed at an off-rate in the new wage scales as attached, he shall remain at the off-rate until his service and experience qualifies him for a higher rate on the new wage scale.



ARTICLE 3      CHRISTMAS BONUS

3.01

A Christmas bonus shall be paid to all regular full-time employees in the bargaining unit to be computed as follows:

3.02

Regular full-time employees with three (3) months continuous service as of December 1st shall receive one-quarter (1/4) of one week's pay at their hourly rate, to be paid on or before December 15th each year.

3.03

Regular full-time employees with six (6) months continuous service as of December 1st shall receive one-half (1/2) of one week's pay at their hourly rate, to be paid on or before December 15th each year.

3.04

Regular full-time employees with nine (9) months continuous service as of December 1st shall receive three-quarters (3/4) of one week's pay at their hourly rate, to be paid on or before December 15th each year.

3.05

Employees with twelve (12) months continuous service as of December 1st shall receive one week's pay at their hourly rate, to be paid on or before December 15th each year.

3.06

An employee absent from work in excess of six (6) months in any qualifying year shall have his Christmas bonus pro-rated upon his actual time at work.

ARTICLE 4 ECONOMIC ADJUSTMENT

4.01

Economic adjustment is payable to eligible full-time employees. During this Agreement the lump sum quarterly payment will be paid. To be eligible, a full-time employee must have full-time status on the quarter ending date as set out below and further must have worked five (5) completed scheduled days during the respective quarter. Payment shall be pro-rated based on time worked in the quarter which shall include vacation and specified holidays. Payment will be made within **two** (2) weeks following each quarter as set out below. The quarter ending dates are:

\$125.00	-	December 2, 1990
		March 3, 1991
		June 2, 1991
		September 1, 1991
		December 1, 1991
		March 1, 1992
		May 31, 1992
		August 30, 1992



APPENDIX "B"

The wages, hours and working conditions of persons regularly employed for twenty-four (24) hours or less, persons who work more than twenty-four (24) hours per week to replace employees who are absent due to vacation, sickness, accident or leave of absence, and students employed during the school vacation period shall be only as set out in this Appendix.

ARTICLE 1      UNION SECURITY

1.01

As set out in Article 2.01 and 2.02 of the body of this Agreement.

ARTICLE 2      DEDUCTION OF UNION DUES

2.01

As set out in Articles 3.01, 3.02, 3.03, 3.04 and 3.05 of the body of this Agreement.

SECTION 3      SENIORITY

3.01

Unless fitness and ability are greater than other part-time employees involved in the store, preference in available hours shall be given to senior employees within each store insofar as this is consistent with their availability and willingness to perform the work. If a senior employee refuses to work a shift scheduled by the Company, the Company may, at its discretion give the next employee in line of seniority, the available hours. If the employee is not available for the full shift he may not claim any portion thereof and to be available shall mean the employee is available on a regular basis.

3.02

In the weekly scheduling of hours and the call-in of employees covered by this Agreement, seniority shall be considered on an individual store basis. In the event a part-time employee is transferred to another store, he shall retain his seniority in the store to which he is transferred. In the event the transfer is required by the Company, such transfer will not result in a loss of hours in the six (6) weeks immediately following the transfer.

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3.03

Should it be necessary to formally layoff employees covered by this Agreement for more than four (4) consecutive weeks, the employee or employees so laid off will be able to exercise their seniority on a city-wide basis provided they have the ability and qualifications to perform the work in a competent manner.

3.04

Recall from layoff will be by seniority on a city-wide basis provided the employee has the ability and qualifications to perform the work in a competent manner. It is understood and agreed that the rights of an employee on layoff are restricted to the right to recall only and such right shall be forfeited if laid off for more than six (6) consecutive months.

ARTICLE 4 CREDIT FOR PREVIOUS EXPERIENCE

4.01

As set out in articles 9.01 and 9.02 of the body of this Agreement.

ARTICLE 5 LEAVE OF ABSENCE

5.01

All requests for personal leave of absence of three (3) working days or less shall be made verbally to the Store Manager. If granted, permission will be given in writing to the employee concerned by the Store Manager, within twenty-one (21) days from date of receipt of request.

5.02

All requests for personal leave of absence of more than three (3) working days shall be made to the Personnel Manager, in writing, by the employee concerned and the letter shall indicate in full the reason for requesting the leave of absence. Each request will be considered on its individual merit and the granting or refusal of all such requests for leave of absence shall be made, in writing, to the employee concerned with a copy to the Union office within twenty-one (21) days from date of receipt of request. Where the request is refused, the letter will state the reason for the refusal.

**5.03**

An employee granted leave of absence as outlined above in subsections 5.01 and 5.02 shall be restored without loss of seniority to his former positions or to a similar position at the then prevailing wage rate at the expiration of his leave of absence. This provision becomes void, however, if the absence exceeds the period granted.

**5.04**

As set out in 13.01 and 13.02 of the body of this Collective Agreement.

ARTICLE 6 BUSINESS AGENTS VISITS

**6.01**

As set out in article 19.01 of the body of this Agreement.

ARTICLE 7 ADJUSTMENT OF GRIEVANCES

**7.01**

As set out in article 27.01 through 27.09 of the body of this Agreement.

ARTICLE 8 ARBITRATION

**8.01**

As set out in article 28.01 through 28.08 of the body of this Agreement.

ARTICLE 9 STRIKES AND LOCKOUTS

**9.01**

As set out in articles 15.01 and 15.02 of the body of this Agreement.

ARTICLE 10 MANAGEMENT'S RIGHTS

**10.01**

As set out in articles 11.01, 11.02 and 11.03 of the body of this Agreement.

ARTICLE 11 EMPLOYEE, UNION AND EMPLOYER CO-OPERATION

11.01

As set out in articles 12.01, 12.02, 12.03, 12.04, 12.05 and 12.06 of the body of this Agreement.

ARTICLE 12 CASH SHORTAGES

12.01

As set out in articles 30.01 and 30.02 of the body of this Agreement.

ARTICLE 13 TRAVELLING TIME

13.01

As set out in article 8.06 of the body of this Agreement.

ARTICLE 14 WEARING APPAREL

14.01

As set out in article 33.01 of the body of this Agreement.

ARTICLE 15 HOURS OF WORK

15.01

New employees shall be on probation for twenty-two (22) days worked. The Company at its discretion may discharge any probationary employee within the above time limit, and said employee shall have recourse to the Grievance and Arbitration sections of this Agreement.

15.02

A schedule showing the part-time employee's hours of work for the following **week** will be posted in ink by Thursday, 6:00 p.m., however, it is agreed that such posting does not constitute a guarantee of hours or work for that week.

15.03

There will be a minimum of ten (10) hours between the time an employee completes one scheduled work shift and commences the next scheduled work shift. This may be waived by mutual agreement between the employee and the Store Manager.

15.04

When a part-time employee is called in and reports for work on any day, he shall be guaranteed four (4) hours pay for that day providing there is four (4) hours work between the time the employee reports for work and store closing time.

15.05

Each employee shall, if required, work up to an additional five (5) minutes for serving a customer or other clean-up duties without compensation at the completion of straight time hours.

15.06

The Company shall supply time clocks or time sheets for the employees to record all time worked. Employees shall be paid for all time worked under the provisions of this Agreement.

15.07

When an employee covered by this Agreement works in excess of twenty-four (24) straight time hours per week, he shall be paid the starting rate for full-time employees in that classification or an increase of fifteen (15¢) cents per hour over his present hourly rate, whichever is the greater.

A part-time employee presently on the "top rate" for the Clerk "A" or Clerk "B" classification shall not be entitled to the fifteen (15¢) cents per hour premium set out above if he works in excess of twenty-four (24) straight time hours in a week.

15.08

A part-time employee relieving a full-time employee absent due to sickness or a leave of absence for three (3) consecutive months shall be placed full-time.

15.09

Regular part-time employees who are desirous of becoming full-time employees, or of increasing their hours of work, shall inform the Company in writing. The Company agrees to give full consideration to the employee's request. All applications must be made on the understanding the employee will accept a work assignment in any of the Company's stores within the area.

15.10

In the event a vacancy occurs in the full-time staff, the Company agrees to hire part-time employees to fill such vacancy on the basis of seniority provided the competing employees are relatively equal on the basis of skill, and on the basis of merit, fitness, and ability. In the event there is no qualified part-time employee available to perform the work, it is understood that the Company may fill the vacancy at its discretion.

15.11

Night Stocking

As set out in Article 4.11 of the body of this Agreement.

15.12

Express Checkstands

As set out in Article 4.12 of the body of this Agreement.

ARTICLE 16 OVERTIME

16.01

All time worked in excess of thirty-seven (37) hours per week or eight (8) hours per day shall be paid for at the rate of time and one-half (1 1/2) the employee's regular hourly rate provided that both daily and weekly overtime shall not be paid for, or as a result of the same hours. Where the "clean-up" periods are exceeded other than in the case of authorized overtime, then overtime rates shall be paid for all such additional time so worked including the "clean-up" period.

16.02

All time worked on Sunday shall be paid for at the rate of two (2x) times the employee's regular rate of pay for work performed on Sunday.

16.03

As set out in Article 5.05 of the body of this Agreement.

ARTICLE 17 MEAL AND REST PERIODS

17.01

A rest period of fifteen (15) minutes, with pay, will be given to employees working a shift of four (4) hours or more.



17.02

Each employee working an eight (8) hour shift, similar to full-time employees shall have one (1) hour off for lunch or supper which will be without compensation. By mutual agreement between the employee and the Department Manager, the employee may take a one-half (1/2) hour lunch or supper period without pay. No employee shall work more than five (5) hours without a meal period.

17.03

Each employee shall be granted two (2) fifteen (15) minute rest periods without deduction in pay during each work period of six (6) hours or more, one before and one after the meal period. Times at which rest periods are to be taken shall be scheduled by the Company. Employees scheduled to work more than ten (10) hours in any day will be granted a third rest period of fifteen (15) minutes.

No employee will be scheduled to take a rest period within one (1) hour of his starting time or meal break. The Company will endeavour to schedule the employees rest period prior to one (1) hour of his quitting time, however in some cases this may not be possible due to business requirements.

ARTICLE 18 NIGHT SHIFT PREMIUM

18.01

As set out in Article 8.03 of the body of this Agreement.

ARTICLE 19 NIGHT SHOPPING PREMIUM

19.01

As set out in Article 8.05 of the body of this Agreement.

ARTICLE 20 VACATIONS

20.01

Part-time employees covered by this Agreement will receive vacation pay allowance based on their previous year's earnings (January 1st to December 31st) as reported on their T-4 Income slip on the following basis:

1. up to five (5) years service -  
four (4%) percent of earnings;
2. over five (5) years service -  
six (6%) percent of earnings;

3, over eight (8) years service -  
eight (8%) percent of earnings  
(effective in 1981).

**20.02**

Part-time vacation pay shall be paid during the month of April of each year.

**20.03**

Upon written request to the Company at the time full-time annual vacations are scheduled, part-time employees shall be provided time off without pay for vacation purposes based on the following schedule:

Less than 5 years service - two (2) weeks;

More than 5 years service - three (3) weeks;

More than 8 years service - four (4) weeks.

Seniority will be an important factor in allowing part-time employees time off for vacation purposes provided it will not interfere with the efficient operation of the business as determined by the Company.

**20.04**

In the event the Company requires a number of weeks' of vacation to be taken during a specific week or weeks outside of the vacation period of May 1st to September 30th, the vacation schedule will be posted so as to allow employees to indicate preference from the available weeks. If consensus cannot be reached using this approach, the Company will schedule the weeks required to be taken giving consideration of the concept of seniority where it does not interfere with the efficient operation of the business.

**ARTICLE 21 STATUTORY HOLIDAYS**

**21.01**

The following days shall be considered as Statutory Holidays:

**NEW YEAR'S DAY  
VICTORIA DAY**

**GOOD FRIDAY  
CIVIC HOLIDAY**

**LABOUR DAY  
CANADA DAY**

**THANKSGIVING DAY**

**CHRISTMAS DAY**

**BOXING DAY**

or any other day or portion of a day proclaimed and/or observed by the majority of the retail grocery and meat trades in the City of Thunder Bay.

21.02

As set out in Article 6.02 of the body of this Agreement.

21.03

As set out in Article 6.04 of the body of this Agreement.

21.04

When work is performed on a holiday, said time shall be paid for at the rate of time and one-half (1 1/2) at the employee's regular hourly rate of pay in addition to holiday pay provided above.

ARTICLE 22 CHRISTMAS BONUS

22.01

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 (\$15.00) dollars payable on or before December 15th.

22.02

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 (\$25.00) dollars payable on or before December 15th.

22.03

Effective 1989, all part-time employees on the payroll of the Company as of December 1st in any year who have completed three (3) years, but less than five (5) years continuous service with the Company shall be entitled to a Christmas bonus of forty (\$40.00) dollars payable on or before December 15th.

22.04

Effective 1989, all part-time employees on the payroll of the Company as of December 1st in any year who have completed five (5) years or more continuous service with the Company shall be entitled to a Christmas bonus of fifty (\$50.00) dollars payable on or before December 15th.

ARTICLE 23      BEREAVEMENT PAY

23.01

A part-time employee who averages twenty-four (24) hours or more in the four (4) weeks preceding may receive up to a maximum of three (3) days pay.

23.02

When a death occurs in the immediate family as defined in the body of this Agreement, and if the funeral is held on a day when a part-time employee with more than three (3) months service is scheduled to work, the employee shall be granted the day off to attend the funeral and be paid at the employee's regularly hourly rate calculated at the number of hours to a maximum of his scheduled hours for that day provided he attends the funeral.

ARTICLE 24      JURY DUTY

24.01

A part-time employee who is called for Jury Duty will receive for absence from scheduled work the difference between pay computed at the employee's regularly straight time hourly rate of pay for the number of hours scheduled for the employee on the day in question and the amount of Jury fee received provided:

1. Forty-eight (48) hours' notice is given where possible.
2. A certificate of service is provided showing the amount of fee received.
3. The employee reports for work for the hours he is not required to serve on Jury Duty except if less than two (2) hours are remaining on the shift.

24.02

Employees required by the Company to appear in Court as a witness for the Company shall receive full pay for time so employed.

ARTICLE 25      BULLETIN BOARD AND STEWARDS' BADGES

25.01

As set out in Article 32.02 of the body of this Agreement.

ARTICLE 26      DENTAL PLAN

26.01

As set out in Section 23 of the body of this Agreement.

ARTICLE 27      NEGOTIATING COMMITTEE

27.01

As set out in Article 36.01 of the body of this Agreement.

ARTICLE 28      SENIORITY LIST

28.01

As set out in Article 17 of the body of this Agreement.

ARTICLE 29      SEXUAL HARASSMENT

29.01

As set out in Article 40 of the body of this Agreement.

ARTICLE 30      ECONOMIC ADJUSTMENT

30.01

During each year of the agreement, part-time employees shall receive a cost of living adjustment for regular hours worked or paid on a quarterly basis. Payment will be made within two (2) weeks following each quarter as set out below:

10¢/hour	-	December 2, 1990
		March 3, 1991
		June 2, 1991
		September 1, 1991
		December 1, 1991
		March 1, 1992
		May 31, 1992
		August 30, 1992

ARTICLE 31      WAGES

31.01

Minimum hourly rates of pay for all employees covered under this Appendix are in Appendix "A" of the body of this Agreement.

ARTICLE 32 OPTICAL PLAN

32.01

Employees entitled to the Company's optical coverage will be advised by letter no later than February of each year.

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APPENDIX "C"

TRUSTEED PENSION PLAN

Effective May 1, 1979, the Company agrees to participate in the Canadian Commercial Workers Industry Pension Plan for all its full-time and part-time employees at a contribution cost of forty-one (41¢) cents per hour (forty-seven (47¢) cents per hour effective December 29, 1991) and an additional thirteen (13¢) cents per hour during the first period of the Plan to pay off past service liability. The Company will pay the future service contribution and the additional thirteen (13¢) cents per hour contribution on hours paid for time worked and for hours paid for time not worked due to sickness (excluding Weekly Indemnity), vacations and statutory holidays. The maximum for such paid hours in a week for any employee shall be the number of hours in the basic work week for a full-time employee in the bargaining unit.

✓ The maximum pension benefit level under the Plan for service prior to entry into the Plan for employees of the Company shall be twenty-one (\$21.00) dollars per month for each year of credited service with the Company prior to entry into the Plan to a maximum of twenty (20) such years of credited service. 29  
6.

Contributions, along with a list of employees for whom they have been made, the amount of the weekly contribution for each employee and the number of hours worked or paid according to the above, shall be forwarded by the Company within the twenty-one (21) days after the close of the Company's four (4) or five (5) week accounting period. The Company agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.

Entry into the Plan shall be subject to the bargaining unit being actuarially sound.

Any member of the Union who is currently a member of the Canada Safeway Limited Employees' Retirement Plan shall cease making contributions to the Plan effective May 28, 1979, and those employees shall be considered as having withdrawn from the Canada Safeway Plan as set forth in Article II, Section 3 of the Plan entitled, "Withdrawal from Plan". ✓

It is understood that the Company shall cease contributions for past service benefits at such time as the past service liability is paid. Such contribution shall be retained by the Company.

The Company and the Union agree to abide by the terms of the Master Agreement concerning the Canadian Commercial Workers Industry Pension Plan.

LETTER OF UNDER

BETWEEN : CANADA SAFEWAY LIMITED,  
THUNDER BAY, ONTARIO

AND : UNITED FOOD & COMMERCIAL WORKERS,  
LOCAL 175

THE PARTIES TO THIS AGREEMENT HEREBY AGREE AS FOLLOWS:

#1

AVAILABILITY (EFFECTIVE JANUARY 31, 1987)

1. Part-time employees must be available for work at least two (2) shifts per week except for sickness, vacation, exams or leave of absence (not to be unreasonably withheld).
2. Part-time employees, except those that are totally available, must declare their availability on a form mutually agreed to between the Company and the Union, with a copy to the Union. If a form is not received for a subsequent declaration period, the one previously in effect will apply.
3. The declaration period will be four (4) weeks to fall in line with the Company's four (4) week accounting periods.
4. Except for (1) above, employees must work all hours declared as available and scheduled by the Company. In addition, the Company has the right to schedule (regardless of availability) any part-time employee two (2) Saturday's in four (4) at their discretion.
5. Violations of (4) above will result in an employee being placed at the bottom of the seniority list for a four (4) month period for the purpose of claiming of hours.
6. Consistent with their availability, senior employees will be scheduled the longest shift per day or twenty-four (24) hours per week, whichever is greater, to a maximum of twenty-four (24) hours per week or thirty-seven (37) hours per week when relieving a full-time employee, consistent with the qualifiers in Appendix "B" - 3.01.
7. Should a problem arise during the term of this Agreement with the above approach, the parties will meet to attempt to resolve them.



8. Once a declaration is made, it may only be changed during the four (4) week period due to exceptional circumstances.

#2

SHIFT SCHEDULES

The parties agree that alternate schedules than those referred to in 4.01 (1) may be discussed at the request of either party.

#3

LABOUR/MANAGEMENT COMMITTEE

The parties agree to the fact that increased communication leads to increased harmony in the workplace. To that end, they endorse regular, informal Shop Steward/Store Manager meetings.

#4

SUNDAY OPENING

The parties agree that Sunday work will be governed as follows:

1. Sunday will be the first day of the week for payroll purposes;
2. Sunday hours will be over and above hours worked on Monday to Saturday;
3. The basic work week for full-time will be Monday to Saturday;
4. Sunday work will be voluntary to the extent possible and rotated fairly amongst volunteers;
5. If sufficient volunteers are not available, a co-operative Union/Company effort will occur to achieve the staffing required;
6. Sunday work will be at double time: ✓
7. The Union agrees that Safeway should not be placed at a competitive disadvantage as a result of a current or future major competitor operating on Sunday at a premium of less than double time. The parties will, at the Company's request, negotiate a solution and the Union agrees to ratify the agreement with the membership.

#5

STEWARDS TO RECEIVE COPIES OF WORK SCHEDULES

Upon request, a copy of the relevant work schedule will be made available to the Shop Steward to investigate and attempt to resolve potential problems with the scheduling of hours.

#6

VACANCY

Where an employee is promoted from part-time to full-time or a new full-time employee is hired, the Company will advise the Union of the name of the new full-time employee in writing. The parties agree that this Letter of Understanding will not be used to circumvent any other provisions of the collective agreement.

#7

OVERTIME - PART-TIME EMPLOYEES

In the event a part-time employee works more than the basic work week and as a result receives overtime, he will receive as overtime the rate specified in Appendix "B", Article 15.07 of the collective agreement.

#8

FULL-TIME EMPLOYEE ABSENT FOR FULL WEEK OR MORE

When a full-time employee is absent for a full week or more the Company agrees to offer the hours, on the basis of skill and ability, to the most senior part-time employee who normally performs the same job function in that store, providing the part-time employee has more than ten (10) years service and is available, according to their declaration of availability, to work the full-time hours.

FOR THE UNION:

FOR THE COMPANY:

*[Signature]*  
Bill Walker

*[Signature]*  
*[Signature]*

SIGNED THIS 20<sup>th</sup> DAY OF

Dec

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