

EXPIRY: JANUARY 29, 1994

SOURCE	CCU
EFF.	90 07 09
TERM.	94 01 29
No. OF EMPLOYEES	136
NOMBRE EMPLOYÉS	136

BETWEEN : CANADASAFEWAY LIMITED, a body corporate carrying on business in the District of KENORA, in the Province of Ontario, hereinafter referred to as the "COMPANY",

AND : UNITED FOOD & COMMERCIAL WORKERS UNION, 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 employees covered by this Agreement, to provide methods for fair and amicable adjustment of disputes which may arise between them and to promote efficient operation.

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

SECTION 1 RECOGNITION

1.01

The Company recognizes the Union as the sole collective bargaining agent for all employees coming under the jurisdiction of the Agreement, save and except the Store Manager, Assistant Store Manager, Meat Department Manager, Bakery Department Manager and persons above the rank of Store Manager.

1.02

The Company agrees that whenever the words "part-time employees" are used in this Agreement they shall also include Students, unless Students are specifically excluded.

1.03

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

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SECTION 2 UNION ESTABLISHMENT

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.

SECTION 3 PROBATIONARY PERIOD

3.01

New full-time employees shall be on probation for forty-five (45) calendar days. New part-time employees shall be on probation for twenty-two (22) days worked. Probationary employees may be discharged at the discretion of the Company within the above time limit and said employees shall have no recourse to the Grievance and Arbitration sections of this Agreement.

SECTION 4 DEDUCTION OF UNION DUES

4.01

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.

4.02

Union dues 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.

4.03

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

4.04

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

SECTION 5 BASIC WORK WEEK

5.01

An employee who works thirty-seven (37) hours per week for thirteen (13) consecutive weeks shall qualify as a full-time employee, but such employee will be subject to Section 17 of this Agreement.

This provision shall not apply to Students or other employees hired for a specific project or group of assignment.

5.02

The basic work week for regular full-time employees shall be thirty-seven (37) hours per week consisting of either three (3) days at seven (7) hours and two (2) days at eight (8) hours or four (4) days at eight (8) hours and one (1) day at five (5) hours, as scheduled by management.

5.03

All regular full-time employees covered by this Agreement will be scheduled for two (2) consecutive days off (a Saturday/Sunday or Sunday/Monday) once every four (4) weeks. Weeks in which statutory holidays are observed will not be counted in calculating this entitlement. The Company will endeavour to schedule one of the employee's Saturday/Sunday or Sunday/Monday combinations to coincide with the employee's vacation once per year provided it does not interfere with the efficient operation of the business and provided the employee advises the Company in writing at least one (1) month before the commencement of his vacation. The Company will grant an equal number of Saturday/Sunday and Sunday/Monday's off in the year.

5.04

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.

Posting Work Schedule

1. The Company shall post a weekly full-time schedule and a weekly part-time schedule in ink, not later than Friday, twelve (12:00) o'clock noon in each week for the following week. If the new schedule is not posted by Friday, twelve (12:00) o'clock noon, then the schedule already posted shall apply for the following week. The Company has the right to call in other part-time employees not previously scheduled to work if required by the business.
2. The schedule of employees working full-time may be changed without notice in the event of an unscheduled absence of employees or in the event of emergencies, such as snowstorm, flood, breakdown of machinery, or other instances of force majeure. In all other cases, at least forty-eight (48) hours notice of change must be given, or four (4) hours additional pay in lieu of notice.

The foregoing shall not apply to employees other than full-time. Notice to such other employees shall be given as far in advance as possible by the Company.

3. Time Sheets

The Company shall provide either a time clock or time sheets to enable employees to record their own time for payroll purposes. Employees shall record their own time at the time they start and finish work and the time they commence and return from meal periods and such other recordings as may be required by the Company. Where time sheets are used, the employees will record their time in ballpoint pen. Time sheets shall be in a form mutually agreed upon.

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

1. The Company agrees that regular full-time employees shall not be required to work split shifts,
2. Full-time cashiers will not work more than two (2) nights shopping per week unless otherwise mutually agreeable between the Company and the employee.

5.07

Emergency Pay and Change in Work Schedule

In the event of snowstorm, any employee working full-time who reports late for work, but: in any event, within the first three (3) hours of his scheduled shift, shall receive pay for his full shift. All other employees shall be paid only for the hours worked. It is further understood that overtime rates will not apply until an employee has completed eight (8) working hours.

5.08

Call-In Time

All employees, except as provided below, called in and who report for work shall, if required to work less than four (4) hours, receive four (4) hours pay at the regular hourly rate.

5.09

Students

Paragraph 5.08 above shall apply to Students on days other than school days. It shall also apply when stores are open for night shopping on school days. On school days other than when stores are open for night shopping, Students may be paid for only those hours worked, except when employed for less than two (2) consecutive hours, in which event they shall receive a minimum of two (2) hours pay at the regular hourly rate.

5.10

Normal night stocking for full-time employees shall not exceed two (2) months over a four (4) month period.

5.11

Night c k i n g

1. No employee shall be scheduled to work alone on night stocking in any store except; in case of emergencies.
2. The Company agrees that employees working night shift will not be scheduled to commence work before Sunday midnight, except in cases of emergencies.

5.12

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. When changing from day shift to night shift or from night shift to day shift, there shall be thirty (30) hours between shifts.

5.13

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

SECTION 6 OVERTIME:

6.01

All time worked in excess of the basic work week as defined in Section 5.02 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.

6.02

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.

6.03

All time worked by regular full-time employees on their scheduled day off, when forty-eight (48) hours notice has not been given, and no emergency exists, shall be paid for at the rate of double time of the employees' hourly rate for all time so employed.

6.04

All overtime must be authorized by management.

6.05

Overtime shall be by mutual consent and where practical, shall be offered to the most senior employee on the shift, provided 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, the management will assign the job function to such employee who is available and has the ability and is qualified to do the work.

6.06

When the store is not open for Sunday business, any full-time employee scheduled to work on Sunday shall be paid double time his regular, hourly rate of pay for all hours worked. Any employee, other than full-time, scheduled to work on Sunday, shall be paid time and one-half (1 1/2) his regular hourly rate for all hours worked.

When the store is open for business on Sunday, the conditions of Letter of Understanding #6 shall apply.

6.07

Compensating time off shall not be given in lieu of overtime pay.

SECTION 7 HOLIDAY PAY

7.01

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

NEW YEAR'S DAY	VICTORIA DAY	THANKSGIVING DAY
GOOD FRIDAY	CANADA DAY	CHRISTMAS DAY
LABOUR DAY	BOXING DAY	CIVIC HOLIDAY

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 Kenora.

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 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 Kenora.

If the Company opens its stores on November 11th, each employee will be given as a statutory holiday either November 11th, the Monday prior to November 11th, or the Monday following November 11th. If an employee subsequently works on the day designated by the Company for that employee as November 11th, overtime as contained in 7.01 will apply.

7.02

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 red, except for bona-fide illness.

It is understood that an employee on a 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 Workmens ' Compensation for the full week in which a Statutory Holiday or holidays occur, shall not be entitled to the Statutory Holiday provision of this Agreement.

7.03

1. All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least thirty-two (32) hours or more per week in the four (4) weeks preceding the week in which a Statutory Holiday occurs, shall receive eight (8) hours pay at his or her regular hourly rate for each holiday.
2. All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least twenty (20) hours a week, but less than thirty-two (32) hours per week in the four (4) weeks preceding the week in which a Statutory Holiday occurs, shall receive six (6) hours pay at his or her regular hourly rate for each holiday.
3. All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least ten (10) hours a week, but less than twenty (20) hours per week in the four (4) weeks preceding the week in which a Statutory Holiday occurs, shall receive three (3) hours pay at his or her regular hourly rate for each holiday.

7.04

The Company agrees that the basic work week for full-time employees will be reduced by eight (8) hours for each full day Statutory Holiday.

SECTION 8 MEAL AND REST PERIODS

8.01

Meal Periods

A meal period without pay for employees working a daily shift of six (6) hours or more shall be of not less than thirty (30) nor more than sixty (60) minutes uninterrupted duration unless otherwise mutually agreed between the Company and the employee. The meal period shall start not earlier than three (3) hours nor later than five (5) hours after commencement of the employee's shift. Times at which such meal periods are taken shall be scheduled by management.

Employees working a six (6) hour shift may, by mutual agreement between the Store Manager and the employee, forego their meal period.

Rest Periods

The Company agrees to grant uninterrupted rest periods with pay to all employees working a six (6) or more hour shift, one (1) rest period to be granted before and one (1) after the meal period.

Employees working less than six (6) hours or more than three (3) hours will receive one (1) fifteen (15) minute rest period.

Rest periods for all employees shall not be until one hour after the commencement of work nor less than one hour before either the meal period or the end of the shift and shall not be combined with the meal period.

A rest period scheduled by the Company shall be fifteen (15) minutes.

Employees scheduled for more than ten and one-half (10 1/2) hours in any day will receive a third rest period of fifteen (15) minutes.

SECTION 9 WAGES

9.01

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

9.02

1. Any employee who is required to temporarily fill the classification of Store Manager for two (2) consecutive days or more, shall receive a premium of ninety (90¢) cents.
2. Employees assigned to relieve a Bakery Department Manager, Assistant Store Manager, or a Meat Department Manager for a period of more than one (1) consecutive working day shall receive a minimum of fifty (50¢) cents per hour in addition to the regular hourly rate of pay for all time so employed.
3. Employees assigned to relieve a Second Assistant Store Manager, Produce Manager, or Head Cashier for a period of more than one (1) consecutive working day shall be paid the minimum rate established for a Second Assistant Store Manager, Produce Manager, or Head Cashier in this Agreement, for all time so employed.

9.03

Night Shift

Any employee called to work between the hours of 11:00 p.m. and 7:00 a.m. shall receive sixty (60¢) cents per hour over his or her regular established rate for each full hour worked. All employees who work the majority of their shift between the hours of 11:00 p.m. and 7:00 a.m. shall receive the premium for the full shift. This shift rate shall not be added to an employee's hourly rate of pay for the purposes of computing overtime and there shall be no overlapping of premium.

9.04

Night Stocking

In stores where night stocking is in effect, one (1) or more days per week, there will be one (1) employee appointed on night stocking crew to act as Lead Hand. A premium of forty-five (45¢) cents (fifty (50¢) cents effective January 6, 1991) per hour will be paid to the Lead Hand for all time so appointed, including Statutory Holiday pay and overtime.

9.05

Night Shopping Premium

Any employee who actually works in excess of 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 sixty (60¢) cents per hour for each hour worked after 6:30 p.m.

9.06

In the event of an employee's rendering temporary service in a classification in which the rate is lower than has been received by him or her, his or her regular rate shall not be reduced.

9.07

Travel Time

Any employee who is transferred at the request of the Company from one store to another during the regular working day, shall be paid his or her regular hourly rate for all traveling 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.

SECTION 10. CREDIT FOR PREVIOUS EXPERIENCE

10.01

New employees will be classified according to previous comparable experience in an unionized, self-service retail food store. The Company shall not be required to recognize previous experience of new employees who have not worked in an unionised self-service retail food store in the past two (2) years. The maximum credit will allow an employee to receive a maximum credit of hours required to put him at second from the top rate on the applicable wage scale.

10.02

It shall be the responsibility of the employee to supply reasonable proof of his or her previous experience within forty-five (45) calendar days of employment. Otherwise, all claim for credit for previous experience shall be forfeited by the employee. Reasonable 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.

The Company will have the right to demand proof of past experience from the employee affected, in establishing his or her proper wage scale.

SECTION 11 VACATIONS

11.01

Each year's vacation requirements for any full-time vacation with pay as set forth below are that they have worked for the Company not less than ninety-five (95%) percent of the regular full-time assigned working hours during a continuous twelve (12) month period, but time for absence from work not to include:

1. the period of vacation:
2. the period of absence on a Worker's Compensation claim;
3. the aggregate of periods not exceeding thirty (30) working days in all, comprising:
 - a. time during which the employee has been authorized by the Company to be absent from work, and,
 - b. time in respect of which the employee files with the Company a certificate, signed by a duly qualified medical practitioner, that he was unfit to work during that time by reason of his illness or injury.

Where a full-time employee does not qualify for vacations with pay as outlined above, he shall receive vacation pay calculated at two (2%) percent his total wages earned for each week of vacation entitlement for which no vacation allowance has been paid.

11.02

Full-time employees with less than one (1) year's full-time service by April 1st will receive an amount equal to four (4%) percent of their total wages earned during the period of employment for which no vacation allowance has been paid, up to April 1st. Such employee may be allowed a leave of absence, without pay, up to two (2) consecutive weeks during the months of April 1st to September 30th, inclusive, unless otherwise mutually agreed to between the employee and the Company.

11.03

Vacation entitlement for full-time employees based on years of continuous full-time service will be as follows:

With the exception of part-time employees going to full-time as set out in 11.11.

One (1) or more years by April 1st -
two (2) weeks vacation with pay:

Five (5) or more years by April 1st -
three (3) weeks vacation with pay:

Eight (8) or more years by April 1st -
four (4) weeks vacation with pay:

Thirteen (13) or more years by October 1st -
five (5) weeks vacation with pay:

Twenty-one (21) or more years by October 1st -
six (6) weeks vacation with pay;
Effective 1991 - Eighteen (18) or more years by October 1st -
six (6) weeks vacation with pay).

11.04

Full-time employees shall be granted a minimum of two (2) consecutive weeks of vacation with pay during the months of April 1st to September 30th, except as indicated in clause 11.05 and 11.06, or unless mutually agreed to between the Company and the employee.

11.05

Full-time employees entitled to three (3), four (4), five (5) or six (6) weeks vacation with pay shall be granted such vacations consecutively, except during the months of June, July, August, September and December, unless otherwise mutually agreed to between the employee and the Company.

11.06

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

11.07

When employees are scheduled to take their vacations during the months of June, July, August, September and December, the Company shall grant a minimum of two (2) weeks consecutively. The balance of the vacation entitlement during that period shall be scheduled by the Company unless otherwise mutually agreed to between the Company and the employee.

11.08

When a holiday occurs during an employee's vacation, an extra day's vacation pay shall be paid if the holiday is one for which the employee would have received pay had he been working, unless otherwise mutually agreed to between the employee and the Company.

11.09

The finalized vacation schedule shall be posted on the bulletin board by the Company prior to March 31st, 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.

11.10

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

11.11

Part-time employees will receive vacation pay allowance based on their previous year's earnings, January 1st to December 31st, as reported on their T-4 Slip. Entitlement will be based on years of continuous service with the Company by December 31st each year as outlined below:

Less than five (5) years	4%
Five (5) years and more	6%
Eight (8) years and more	8%
Thirteen (13) years and more	- 10%
Twenty-one (21) years and more	- 12%
Effective 1991 - Eighteen (18) years and more	- 12%

Part-time employees vacation pay shall be paid to all part-time employees during the month of April in each year.

The Company will endeavour to grant part-time employees time off up to a maximum of six (6) weeks for vacation purposes provided the employee makes the request in writing at least one (1) month in advance and the requested vacation does not interfere with the efficient operation of the business.

11.12

Upon successful completion of the probationary period, a part-time employee proceeding to full-time employment (Monday, December 25, 1978) will be credited with the number of hours accumulated during the employee's continuous service with the Company as a part-time employee and provided the employee's service is continuous from part-time to full-time.

The credited hours will be balanced with the annual hours of a regular full-time employee to establish the appropriate yearly credit for future vacation entitlement as provided in Section 11.03.

SECTION 12 MANAGEMENT'S RIGHTS

12.01

The Management of the Company and the direction of the working force, including the right to plan, direct and control. store operation, 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 promote; to demote; to discipline, suspend or discharge employees for proper cause, are to be the sole right and function of Management.

12.02

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

12.03

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.

12.04

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

SECTION 13. EMPLOYEE AND UNION CO-OPERATION

13.01

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.

13.02

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.

13.03

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

13.0

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 an Union Committee outside 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.

13.05

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

SECTION 14 LEAVES OF ABSENCE

14.01

The Company agrees to allow time off work without pay for one (1) employee within the bargaining unit to attend Union conventions or two (2) designated to attend negotiations for a period of not more than ten (10) calendar days. The Union will give the Company two (2) weeks notice in regard to such requests to attend conventions and negotiations.

The Union may request up to nine (9) months leave of absence without pay or benefits for one (1) employee to work in an official capacity for the Union. The Company may grant or deny this leave at its discretion. In the event it is granted, the employee will continue to accrue bargaining unit seniority+

14.02

Leave of absence without pay for legitimate personal reason may, at the discretion of Management, be granted without loss of seniority. Application for such leave must be made in writing with one (1) copy to the Company and one (1) copy to the Union. The Company's reply will be in writing to the employee concerned within twenty-one (21) days from receipt of the request.

14.03

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. 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 examination 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 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 complications.

14.04

The requesting and granting of leaves of absence shall be in writing. The Company reply to requested leaves of absence will be in writing.

SECTION 15 - MERGER OF BUSINESS

15.01

In the event ownership of the Company passes to another Company, the relevant sections of the Ontario Labour Relations Act shall apply.

15.02

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

SECTION 16 NO STRIKES - NO LOCKOUTS

16.01 It is mutually agreed that there shall be no strikes, lockouts, stoppages of work or slowdowns during the life of this Agreement.

16.02 The Company agrees that there shall be no lockouts.

SECTION 17 LENGTH OF SERVICE

17.01 Seniority for full-time employees shall be defined as the length of continuous service with the Company as a full-time employee in the geographic area of this Agreement.

17.02 Unless merit, fitness and ability of an employee is greater than other employees regularly working full-time involved, length of continuous service with the Company shall govern in cases of layoff, promotions, reductions to part-time employment.

17.03 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 has 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 time of recall, and:
3. The employee is capable of performing the work.

17.04 Employees regularly working full-time recalled within six (6) months of their layoff or reduction to part-time shall retain their previous length of service for the purpose of this Section.

17.05

The six (6) month and twenty-four (24) hour deadlines contained in (1) and (2) above, respectively, shall be extended if, upon recall, a n employee is unable to report due to illness or accident. . Any extension granted shall only be for the duration of the illness or incapacity from accident, and the Company may require the employee to provide written confirmation from a doctor of such illness or accident.

17.06

The parties agree that any regular full-time employee who wishes to have hi s or her hours reduced, yet continue employment as a regular part--time employee, must request this new assignment in writing to the Company.

PART-TIME

17.07

1. Seniority for part-time employees, except Courtesy Baggers, shall be defined as the length of service with the Company as a part-time employee since his most recent date of continuous employment in their store, in the geographic area of this Agreement .

Part-time employees will only have seniority within the part-time seniority list in their store.

- .. Seniority for Courtesy Baggers shall be the length of service with the Company as a Courtesy Bagger since his most recent date of continuous employment.

Courtesy Baggers will only have seniority within the Courtesy Bagger seniority list in the store, subject to the same provisions as part-time employees in subsect ion 17.09. Courtesy Baggers who are promoted into another classification will have a new seniority date, commencing from the date of their reclassification.

17.08

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.

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.

Should it be necessary to permanently lay off employees covered by this Agreement, 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.

Recall from lay off 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 lay off are restricted to the right to recall only and such right shall be forfeited if laid off for more than six (6) consecutive months.

17.09

Regular part-time employees who are desirous of becoming full-time employees shall inform the Company in writing with a copy to the Union office. The expense of printing said request form shall be borne by the Union, and the wording of said form shall be by mutual agreement between the Company and the Union. If a vacancy occurs in the full-time staff, the Company agrees to fill the vacancy in accordance with seniority and ability from amongst those employees who have indicated in writing their desire to become full-time; in such case, the employee will be on a probationary period for thirty (30) calendar days and, if during that time the employee does not meet the requirements of the Company, the employee will revert to his former position.

All applications must be made on the understanding that the employee will accept a work assignment in any of the Company's stores, within the area covered by the Collective Agreement,

17.10

A part-time employee who has no working hours for a consecutive six (6) month period shall be dropped from the Company's payroll records.

GENERAL

17.11

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.
- .. Is discharged, for proper 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,

17.12

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 length of continuous service with the Company.

17.13

The Company agrees to give one (1) week's notice prior to changing an employee's status from full-time to a part-time basis.

17.14

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.

17.15

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,

17.16

The Company, when reducing hours of work in a store, agrees they will not reduce the regular scheduled hours of a full-time employee for the purpose of replacing such hours with part-time help.

17.17

An employee transferred by the Company within the geographical area coming under the jurisdiction of this Agreement shall maintain his original seniority date within the store to which he is transferred.

17.18

The Company will notify the Union in writing, once per month, of the names and dates of employees put on the full-time seniority list, on cards supplied by the Union and satisfactory to the Company, or such other system as mutually agreed.

17.19

Where it will not interfere with the efficiency of the staff, employees will be afforded an opportunity of employment in the Company's store within the jurisdiction of this Agreement nearest to their residence. The Company is to be the sole judge in this matter, but shall not unreasonably withhold such an opportunity .

SECTION 18 SENIORITY LISTS

18.01

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 19 NOTICE, OR PAY IN LIEU OF NOTICE: IN CASES OF TERMINATION OR LAYOFF

19.01

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 terminated for cause.

SECTION 2.0 BUSINESS AGENTS' VISITS

20.01

Duly authorized representatives of the Union shall be entitled to visit the store for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented.

20.02

The interview of an employee by the Union representative shall be permitted after notifying the Store Manager and shall be:

1. carried on, in a place in the store designated by Management;
2. held whenever possible during the lunch period. However, if this is not practical;
3. during regular working hours. Time taken for such interview in excess of five (5) minutes shall not be on Company time unless with the approval of management;
4. held at such times as will not interfere with service to the public. No interview shall be held on Friday, Saturday, or any day after 4:00 p.m. or on the day preceding a statutory holiday, except in cases of employees who work only Fridays, Saturdays, or after 3:30 p.m.

20.03

Union representatives shall be permitted to review the Hours of Work Schedule and in the event of any discrepancies, they shall be presented under Section 27 of this Agreement.

SECTION 2.1 JURY DUTY

21.01

Full-time and part-time employees who have averaged twenty-four (24) hours or more in the four (4) weeks preceding and who are 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. 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.

21.02

In the event an employee is summoned as a witness in a court proceeding, the Company agrees that all reasonable efforts will be made to schedule the employee's day off to coincide with the court date. The employee shall notify the Company of his court commitment prior to the preparation of the schedule for the week involved. Employees appearing on the Company's behalf will receive full pay while attending as a Company witness.

SECTION 23 - BEREAVEMENT PAY

22.01

Full-time and part-time employees averaging twenty-four (24) hours or more per week in the four (4) weeks preceding the bereavement, may be granted time off from work, with pay, to a maximum of three (3) consecutive scheduled work days, in the event of a death in the immediate family. The length of such time off work shall be determined by the Company, provided the employee attends the funeral. The term "immediate family" shall mean spouse, parent, child, brother or sister, mother or father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren.

22.02

Part-time employees averaging less than twenty-four (24) hours per week in the four (4) weeks preceding the bereavement may be granted the necessary time off up to one (1) day without loss of pay to attend the funeral in the event of a death in the immediate family as defined above.

22.03

In those instances that additional leave of absence is required to travel to attend the funeral or to conclude estate matters, the employee shall request such leave from store management. Any additional leave the Company may grant shall be without pay or benefits otherwise entitled under the collective agreement.

SECTION 23 HEALTH AND WELFARE

23.01

Health and other Welfare benefits shall be as contained in Appendix "A" of this Agreement.

SECTION 24 - HEALTH HAZARDS

24.01

The Union may discuss with the Company any working conditions which the Union believe are, in their opinion, detrimental to the health of the employees.

24.02

The Company agrees to maintain adequate heating in all its stores.

SECTION 25 TECHNOLOGICAL CHANGES

25.01

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.

25.02

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 retrained for a position presently in existence within the bargaining unit, providing 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 retrained within the similar period given a new employee under Section 3 .01 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 retrained within the period given, then the employee will progress through the acceleration period of the new classification.

25.03

If said employee cannot satisfactorily be retrained 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.

25.04

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' 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.

25.05

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

25.06

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 2 6 DISPLACED EMPLOYEES - CLOSING OF DEPARTMENT

26.01

When a full-time employee with one (1) or more years' 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 retrained within the similar period given a new employee, under Section 3.01 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 retrained within the period given, then the employee will progress through the acceleration period of the new classification. If said employee cannot be satisfactorily retrained in that position, he or she shall 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.

26.02

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

26.03

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 27 - ADJUSTMENT OF GRIEVANCES

27.01

Any complaint, disagreement, or difference of opinion between the Company, 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

Information

Where the Union requires information regarding accumulated hours of work for the purpose of establishing the pay rate of an employee, the Company agrees to co-operate to supply such information back to a period of two (2) years or such longer time as may be required to establish his or her proper rate of pay.

27.03

In any grievance regarding hours worked by an employee and the amount paid to an employee, the Company shall promptly supply such information in respect to the two (2) pay periods immediately prior to the request. If information for a longer period is required, the normal process of the grievance procedure shall apply.

27.04

The Union shall not use the foregoing provision to request information that does not pertain to a specific grievance of an employee.

27.6

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 Union member in that store designated by the employee shall be present.

It is understood that the above provision will not apply to regular work performance reviews. It is further understood that regular work performance reviews will not be construed as discipline by the Company.

27.06

Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within fifteen (15) working days following the event giving rise to such grievance or within ten (10) working days of the last day worked when relating to a discharge grievance, shall be forfeited and waived by the aggrieved party.

27.07

All grievances shall be submitted in writing.

27.08

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

1. by a discussion between the employee and the Union Representative or the employee's immediate superior.
 - a. When an employee takes a grievance to the Union Representative, Step One of the Grievance Procedure shall be considered complied with, providing the Union Representative files the grievance in writing with the Store Manager or his designate. The Store Manager shall reply to the grievance in writing within five (5) calendar days, to the Union. After five (5) calendar days, the Union Representative may proceed to Step Two.
 - b. If an employee takes a grievance to his immediate superior, and a satisfactory settlement has not been reached within five (5) calendar days, then:

27.09

The Union Representative or Representatives may take the matter up with the Company official designated by the Company to handle Labour Relations matters. If the matter is not taken up within ten (10) calendar days of the date the Union received the written reply to the grievance in Step One, it will be deemed to have been abandoned and further recourse to the Grievance procedure shall be forfeited.

27.10

If a satisfactory settlement cannot be reached, then upon request of either party, within fourteen (14) calendar days of receiving the final, written decision from either party, but not thereafter, the matter may then be referred to a Board of Arbitration selected as per Section 28.

27.11

Except in unusual circumstances, the employee shall be given a copy of reprimands, suspensions, or notice of discharge which are to be entered in the employee's personnel file.

SECTION 28 SELECTION OF A BOARD OF ARBITRATION

28.01

After one of the parties indicates they are taking the matter to Arbitration, each party to this Agreement will have fourteen (14) calendar days to appoint their nominee. If one of the parties fails to appoint his nominee within said fourteen (14) calendar days, it shall be considered that said party has waived the right to appoint their nominee, and the one appointed nominee will be entitled to proceed to select a Chairman for the Arbitration Board, and the Arbitration Board will be entitled to proceed.

28.02

When both nominees have been appointed, they shall have seven (7) calendar days to agree on a mutually acceptable Chairman. If they cannot agree, either party to this Agreement may request the Minister of Labour for the Province of Ontario to appoint a Chairman.

28.03

The parties may mutually agree that a single Arbitrator may be appointed in the place of a Board of Arbitration. In the event that the parties agree on a single Arbitrator, the Arbitrator shall have the same powers as a Board of Arbitration under the Agreement.

28.04

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

28.05

In the event of termination, discharge or suspension of an employee, the Board of Arbitration shall have the right to sustain the Company's action or reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way it deems equitable.

28.06

The decision of the majority of the members of the Arbitration Board shall be the decision of the Arbitration Board, and if there is no majority decision, the decision of the Chairman shall be the decision of the Arbitration Board.

The decision of the Board of Arbitration shall be final and binding upon all parties concerned.

28.07

The Board of Arbitration shall not be vested with the power to change, modify or alter any of the terms of this Agreement, except as indicated in Section 28.05 above. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on 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.

28.08

It is the intention of the parties that this Article shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operation, as a result of any grievance. The parties shall act in good faith in accordance with the provisions of Section 27 of this Agreement.

28.09

The expense and fee of the Chairman of the Arbitration Board shall be borne equally by the parties to the Arbitration proceedings; the fee and expenses of the Union nominee shall be borne by the Union, and the fee and expenses of the Company's nominee shall be borne by the Company.

SECTION 29 - CASH SHORTAGES

29.01

No employee may be required to make up cash register shortages unless he is given the privilege 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.

29.02

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 30 - UNION DECAL

30.01

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

SECTION 1 - BULLETIN BOARDS

31.01

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.

31.02

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 this store. The size of said card to be by mutual agreement between the Company and. the Union.

31.03

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, except in the Bakery or Meat Departments.

SECTION 32 WEAR I NC; APPAREL

32.01

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

SECTION 33 CHARITABLE DONATIONS

33.01

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

SECTION 34 SALESMEN

34.01

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 provide merchandising advice.

SECTION 35 COURT ' S DECISION

35.01

In the event of any articles or portions of this Agreement being held improper or invalid by any Court of Law or Equity of Labour Relations Board, such decision shall not invalidate any other portions of this Agreement; than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

SECTION 36 PHYSICAL EXAMINATIONS

36.01

Where the Company requires an employee to take a physical examination, doctor's fees for the examination shall be paid for by the Company. The time taken off the job shall also be paid at the employee's regular hourly rate.

SECTION 37 TRAINING AND EDUCATION FUND

37.01

The Company agrees to contribute effective January 3, 1987, three (3¢) 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 in the Dental Plan under A-2 and shall be remitted in the same manner.

SECTION 38 EXPIRATION AND RENEWAL

38.01

This Agreement shall be effective from July 9, 1990, and shall remain in full force until January 29, 1994, 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 DAY OF , 1990.

FOR THE UNION:

Sharon Scribblis

Karl

[Signature]

FOR THE COMPANY:

Hagan

[Signature]

[Signature]

APPENDIX "A"

The Company agrees, during the term of this Collective Agreement, to make available the following benefits to eligible employees regularly working full-time and to other non full-time employees, as indicated below, or as decided upon in either a Dental Trust Agreement or Pension Trust Agreement:

A-1

GROUP INSURANCE BENEFITS

A-1.01

The Company shall pay the premium cost of the benefits not covered by the employee's contribution, which is one-half (1/2) the estimated cost of such benefits.

The Company agrees to pay one hundred (100%) percent of the premiums for the Company Group Insurance Benefits for eligible employees, effective April 30, 1979.

A-1.02

1. 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 twenty (20) days credit. Credits shall accumulate only on full-time employment, following the completion of a three (3) month full-time employment eligibility period.
2. Part-time employees shall commence to accumulate sick leave credits on the basis of one-half (1/2) of one-fifth (1/5th) of the basic work week for each four (4) week reporting period that they work in excess of one hundred and twenty-eight (128) hours.
3. The four (4) week reporting period shall be the same four (4) week reporting periods that are used in determining their eligibility for dental benefits under the Northwest Ontario Commercial Workers Dental Plan.
4. After working thirteen (13) consecutive weeks in excess of thirty-two (32) hours, the part-time employees shall be eligible to commence accumulation at: the commencement of the next reporting period.

5. All paid time off, such as Statutory Holidays, sick pay from accumulated sick leave credits and time off taken as vacations (for which they have already received vacation pay) shall be counted for the purposes of determining hours worked in that reporting period.
6. Part-time employees shall accumulate credits at the rate of one-half (1/2) or one-fifth (1/5th) of the basic work week for each reporting period that they work in excess of one hundred and twenty-eight (128) hours up to a maximum of forty-eight (48) hours per year and a total maximum of one hundred and sixty (160) hours following the completion of the thirteen (13) week eligibility period.
7. In determining the number of hours to be credited as paid time off taken in respect to vacations mentioned above, the number of hours shall be determined by averaging the hours worked in the three (3) preceding reporting periods immediately prior to the reporting period in which the employee takes the time off for vacation.
8. Sick leave pay shall be applied only to absences on the employee's regularly scheduled work days and shall not be applied to any days for which the employee is receiving Weekly Indemnity Benefits.
9. Employees who have not yet qualified to be covered by the Company Group Insurance Benefits or who were not entitled to be qualified for said Plan prior to July 9, 1990 and who subsequently qualified as indicated above, and who restrict their availability, and as consequence average less than thirty-two (32) hours during any thirteen (13) week period, shall be disqualified from the Company Group Insurance Plan.
10. The Company may supplement for full-time employees only, weekly indemnity benefits with unused sick leave credits to a maximum of the employees normal earnings.

A-1.03

The Company may require the employee to provide a doctor's certificate, verifying any absence due to disability.

An employee will not be prevented from returning to work from an absence of three (3) days or less because he has not yet obtained a required doctor's certificate.

A-1.04

In order to qualify for sick pay, employees must 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. Said employee shall also inform the Company, as indicated above, of the estimated length of illness and must notify the Company when ready to return to work. Upon request the employee will notify the Company where he may be contacted relative to his illness.

The Company agrees to give employees the telephone number and to inform them of: any changes.

A-1.05

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 the claim, upon request by 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.

A-1.06

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

A-1.07

Any employee injured at any time during his shift and unable to complete his shift due to such injury shall receive his full pay for that shift.

NORTHWEST ONTARIO COMMERCIAL WORKERS' DENTAL PLAN

A-2.01

The Company agrees to make a dental contribution to the "Northwest Ontario Commercial Workers Dental Plan" of sixteen (16¢) cents, maximum not to exceed five dollars and ninety-two (\$5.92) cents per week for each straight time hour of actual work, sick pay, (not including Weekly Indemnity) vacations, and statutory holidays to the maximum of the basic work week, in respect to all employees in the bargaining unit. (Seventeen (17¢) cents per hour effective January 6, 1991, maximum not to exceed six dollars and twenty-nine (\$6.29) cents; eighteen (18¢) cents per hour effective January 6, 1992, maximum not to exceed six dollars and sixty-six (\$6.66) cents; nineteen (19¢) cents per hour effective January 3, 1993, maximum not to exceed seven dollars and three (\$7.03) cents; and twenty (20¢) cents per hour effective July 4, 1993, maximum not to exceed seven dollars and forty (\$7.40) cents per week).

A-2.02

Such contributions will be forwarded to the Trust within twenty-one (21) days following the Company's four (4) or five (5) week accounting period.

A-2.03

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.

A-2.04

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

A-2.05

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 Northwest Ontario Commercial Workers Dental Plan and the Company's contribution in respect to the cost of these benefits shall cease. It is further understood, should a Government Plan create duplicate benefits, then these benefits shall be deleted from the Northwest Ontario Commercial Workers Dental Plan and the Company's contribution in respect to the cost of these benefits shall cease.

A-2.06

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

A-3

CANADIAN COMMERCIAL WORKERS INDUSTRY PENSION PLAN

A-3.01

The Company agrees to contribute to the "Canadian Commercial Workers Industry Pension Plan", the sum of forty-one (41¢) cents per hour for future service credit (forty-seven (47¢) cents per hour effective December 29, 1991), for all regular hours paid, sick pay (not including Weekly Indemnity), full-time employees vacation as entitled under subsection 11.03, and Statutory holidays for all employees in the bargaining unit and for all probationary employees to a maximum of the basic work week as indicated in Article 5.02.

A-3.02

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 3.01 shall be forwarded by the Company within 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 a rate established by the Trustees on all contributions not remitted as stipulated above.

A-3.03

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

A-4

PRESCRIPTION DRUGS

A-4.01

The Company agrees to pay the twenty-five (\$25.00) dollars deductible for eligible employees claiming prescription drugs under the Company Group Insurance benefits.

A-5

LONG-TERM DISABILITY BENEFIT
(Effective January 2, 1984)

A-5.01

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.

A-5.02

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).

A-5.03

NO other benefits of this collective agreement will be paid to an employee who is on Long-Term Disability. After thirty (30) months disability, the employee's service will be automatically terminated.

A-5.04

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

APPENDIX "B"

WAGES

<u>SERVICE CLERK *</u>	<u>JULY 9/90</u>	<u>JAN. 6/91</u>	<u>NOV. 3/91</u>	<u>NOV. 1/92</u>
0 - 4 months (0 - 660 hours)	\$ 6.80	\$ 6.80	\$ 6.80	\$ 6.80
4 - (661 - 81320 months hours)	8.42	8.42	8.58	8.76
8 - 12 months (1321 - 1980 hours)	9.97	9.97	10.14	10.33
12 - 14 months (1981 - 2310 hours)	11.49	11.49	11.66	11.85
Over 14 months (over 2310 hours)	14.65	15.22	15.87	16.62

FOOD CLERK *

0 - 4 months (0 - 660 hours)	7.05	7.05	7.05	7.05
4 - (661 - 81320 months hours)	8.72	8.72	8.88	9.07
8 - (1321 - 1980 months hours)	10.32	10.32	10.48	10.67
12 - 16 months (1981 - 2640 hours)	11.89	11.89	12.06	12.25
Over 16 months (over 2640 hours)	15.13	15.22	15.87	16.62

* For Employees Hired Prior to July 9, 1990

MEAT CUTTER - - - - -	<u>JULY 9/90</u>	<u>JAN. 6/91</u>	<u>NOV. 3/91</u>	<u>NOV. 1/92</u> - - - - -
0 (0-- 6604months hours)	\$ 8.10	\$ 8.10	\$ 8.10	\$ 8.10
4 - (66 2 -81320months hours)	9.10	9.10	9.20	9.30
8 - 12 months (1321 - 1980 hours)	10.10	10.10	10.20	10.32
12 - 16 months (1981 - 2640 hours)	11.10	11.10	11.22	11.34
16 - 20 months (2641 - 3300 hours)	12.10	12.10	12.22	12.35
20 - 24 months (3301 - 3960 hours)	13.10	13.10	13.22	13.36
24 - 27 months (3961 - 4455 hours)	14.10	14.10	14.22	14.36
Over 27 months (over 4455 hours)	15.99	16.14	16.79	17.69
Effective May 2, 1993				17.99

HEAD CASHIER
(As designated by Management)

0 - 3 months (0 - 495 hours)	13.99	13.99	13.99	13.99
Over 3 months (over 495 hours)	15.03	15.22	15.87	16.62

PRODUCE MANAGER/
2ND ASSISTANT MANAGER

- - P - - - P -

0 - 3 months (0 - 495 hours)	15.00	15.00	15.00	15.00
Over 3 months (over 495 hours)	15.90	16.34	16.99	17.74

	<u>JULY 9/90</u>	<u>JAN. 6/91</u>	<u>NOV. 3/91</u>	<u>NOV. 1/92</u>
JOURNEYMAN BAKER Effective May 2, 1993	\$15.91	\$16.06	\$16.71	\$17.46 17.99
DOUGH/OVENHAND	15.52	15.67		
BAKERY OPERATOR * Effective May 2, 1993		15.67	16.32	17.22 17.58
BENCHHAND	15.39	15.67		
ICE DECORATOR				
0 - 3 months (0 - 495 hours)	9.27			
3 - 6 months (495 - 990 hours)	11.29			
Over 6 months (over 990 hours)	15.19			
ICE DECORATOR Effective January 6/91				
0 - 4 months (0 - 660 hours)		8.10	8.10	8.10
4 - 8 months (661 - 1320 hours)-		9.40	9.61	9.86
8 - 12 months (1321 - 1980 hours)		10.80	11.02	11.27
12 - 14 months (1981 - 2310 hours)		12.20	12.40	12.65
Over 14 months (over 2310 hours)		15.34	15.99	16.74

*Dough/Oven Hand and Bench Hand reclassified to Bakery Operator Jan. 6/91

<u>DELI HOST/ HOSTESS</u>	<u>JULY 9/90</u>	<u>JAN. 6/91</u>	<u>NOV. 3/91</u>	<u>NOV. 1/92</u>
0 - 3 months (0 - 495 hours)	\$13.40	\$13.40	\$13.40	\$13.40
3 - 6 months (495 - 990 hours)	14.10	14.10	14.43	14.81
Over 6 months (over 990 hours)	15.03	15.72	16.37	17.12

BAKERY PRODUCTION

0 - 3 months (0 - 495 hours)	8.10	8.10	8.10	8.10
3 - 6 months (496 - 990 hours)	9.03	9.03	9.15	9.30
6 - 9 months (991 - 1485 hours)	9.87	9.87	9.99	10.14
9 - 12 months (1486 - 1980 hours)	10.81	10.81	10.93	11.08
12 - 15 months (1981 - 2475 hours)	11.71	11.71	11.83	11.98
15 - 18 months (2476 - 2970 hours)	12.61	12.61	12.73	12.88
Over 18 months (over 2970 hours)	15.06	15.16	15.81	16.56

COURTESY BAGGERS

0 - 640 hours	5.25	5.25	5.75	6.00
641 - 1280 hours	6.25	6.25	6.75	7.00
Over - 1280 hours	7.25	7.25	7.75	8.00

FO' EMPLOYEES HIRED INTO THESE CLASSIFICATIONS EFFECTIVE JULY 9, 1990

SALES/ SERVICE CLERK	JULY 9/90	JAN. 6/91	NOV. 3/91	NOV. 1/92
Start	\$ 7.24	\$ 7.24	\$ 7.40	\$ 7.59
501 - 1000 hours	8.34	8.34	8.57	8.84
1001 - 1500 hours	9.44	9.44	9.74	10.09
1501 - 2000 hours	10.54	10.54	10.91	11.34
2001 - 2500 hours	11.65	11.65	12.09	12.60
2501 - 3000 hours	12.75	12.75	13.26	13.85
3001 - 3500 hours	13.85	13.85	14.43	15.10
Over 3500 hours	14.95	14.95	15.60	16.35

FLORAL/VARIETY/PHARMACY
TECHNICIAN/REFRESHMENT
CENTER/STORE RECORDS CLERK

Start	\$ 7.24	\$ 7.24	\$ 7.40	\$ 7.59
501 - 1000 hours	8.34	8.34	8.57	8.88
1001 - 1500 hours	9.44	9.44	9.74	10.18
1501 - 2000 hours	10.54	10.54	10.91	11.47
2001 - 2500 hours	11.65	11.65	12.09	12.76
2501 - 3000 hours	12.75	12.75	13.26	14.06
3001 - 3500 hours	13.30	13.30	13.95	14.70
Over 3500 hours	13.95	13.95	14.60	15.35

BAGGERS —

1. No part-time employee other than Baggers can apply for hours to be worked in the Courtesy Bagger classification.
2. The primary duties of the Courtesy Bagger shall be bagging, carrying out groceries, handling of baskarts, parcel pick-up, product returns, bottle returns, bottle sorting, getting change, replenishing the supply of bags, and price checks.

The secondary duties of the Courtesy Bagger may include clean up of product spills and breakages, sweep or damp mop or clean up lunch rooms and washrooms and the front store floor area, collecting garbage in service area of the store and cleaning parking lot.

Courtesy Baggers may be used to provide customer services outside of the store, such as carry-out duties from a senior citizen bus to a home.

3. The Courtesy Bagger classification will apply only to new employees hired after ratification.
4. No existing employee will be laid off or reduced to part-time as a result of the introduction of Courtesy Baggers.
5. Any grocery clerk who is totally available five (5) days per week (one of which shall be Saturday), must be scheduled at least eight (8) hours per week in weeks that Courtesy Baggers are working.
6. In the event Courtesy Baggers perform tasks not contemplated in (2) above, the senior available part-time employee will receive pay for the full Courtesy Bagger shift.
7. Sections 17.02 and 17.09 do not apply to Courtesy Baggers. The Company agrees to give consideration to the employees in the Courtesy Bagger classification before hiring new employees into the Sales/Service Clerk classification. A Courtesy Bagger who may be considered for a position of Sales/Service Clerk may be placed on an assessment period. The assessment period shall be a maximum of twenty-two (22) days worked. An employee who is successful in being hired into the new classification will go to the next higher rate of pay in the new classification.
8. A Courtesy Bagger will not be scheduled or called in to work more than:
 - a. Twenty-four (24) hours per week from the week following the week of Labour Day holiday to the week prior to Victoria Day holiday.
 - b. Twenty-eight (28) hours per week from the week prior to Victoria Day holiday to the week of the September Labour Day holiday, inclusive.

Price Checkers

Effective August 15, 1988 Price Checkers will be covered under the collective agreement and be compensated in accordance with the Service Clerk wage scale. Appointment: to the Price Checker position will be made at the discretion of the Company.

Wage Improvement

Effective July 9, 1990, all employees on the payroll shall receive an across-the-board increase of forty (40¢) cents per hour, except Courtesy Baggers who shall receive twenty-five (25¢) cents per hour.

Effective November 3, 1991, sixty-five (65¢) cents per hour to all employees on the payroll, except Courtesy Baggers who shall receive twenty-five (25¢) cents per hour.

Effective November 1, 1992, seventy-five (75¢) cents per hour to all employees on the payroll, except Courtesy Baggers who shall receive twenty-five (25¢) cents per hour.

Off -Scaled Employees

In the event any of the above increases referred to above result in an employee being placed at; an off scale rate within his classification, he will remain at that off scale rate until his experience or service qualifies him for the next higher rate in the new wage scale,,

Retroactivity

Forty (40¢) cents per hour (twenty-five (25¢) cents Courtesy Baggers) on all regular hours paid from June 3, 1990 to July 8, 1990 to all employees actively employed on the payroll of the Company on July 8, 1990.

APPENDIX "C"

BAKERY PRODUCTION DEPARTMENT ONLY

This Agreement shall apply to the In-Store Bakery Production Department employees, except as follows:

C-1. 01

Production Work Definition -

Production work shall be defined as any work performed in the processing of raw products .

C-1.02

Wages -

The length of previous comparable experience in the Bakery Industry shall be credited to new employees for the purpose of determining their proper wage scale.

LETTER OF UNDERSTANDING

BETWEEN: CANADA SAFEWAY LIMITED,
KENORA, ONTARIO

AND: UNITED FOOD & COMMERCIAL WORKERS,
LOCAL, 175

The parties to this Agreement do hereby agree as follows:

(1) EXPRESS CHECKSTAND

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

(2) PART-TIME SCHEDULING - DEPARTMENT AND CLASSIFICATION

For all employees hired after August 15, 1988 and all employees who do not, on August 15, 1988, work regularly in more than one department, the language of D-16 will be interpreted as providing preference in available hours on a weekly basis within the department and classification.

Employees who currently regularly work in more than one department will be allowed to continue to work in those departments they are currently working in, provided they must first work all required hours in their home department. All call-ins will be done within the department and classification and if insufficient: employees are available, then the senior capable employees outside the department may be called. It is understood that for the purposes of call-ins, employees regularly working in the department: will be considered as within the department.

In the event of a significant reduction in hours in a department, an employee as defined in paragraph 2 above, may request a transfer to another department, or additional hours in another department. The Company will not unreasonably withhold permission for such transfer or additional hours provided the employee is able to perform the full scope of the duties efficiently in the new department.

It is understood that: this letter will not be used to achieve short-term inter-department transfers or short-term additional hour claims, For the purposes of this letter, 'significant' will be defined as a reduction in an individual's weekly hours of twenty (20%) percent or more calculated by comparing a four (4) week period with the adjacent: four (4) week period, not to include the vacation period contained in Article 11.02.

(3)

SEXUAL HARASSMENT

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

(4)

INFORMAL STORE MANAGER - SHOP STEWARD MEETINGS

The Company and the Union acknowledge the fact that increased communication between the parties leads to increased harmony in the work place. To that end both parties endorse regular, informal Store Manager-- Shop Steward meetings.

(5)

SUCCESSOR RIGHTS

The parties agree to meet at the request of either party to discuss the issue of successor rights after or if developments in the field have occurred in other jurisdictions.

(6)

SUNDAY WORK

The following conditions shall apply when the store is open for Sunday business:

1. Sunday work for full-time employees will be voluntary in departments where there are available part-time employees to work the Sunday.
2. The Company will staff part-time employees in the store on Sunday on a volunteer basis to the extent-possible.
3. If insufficient staff are available, the Company may schedule employees in reverse order of seniority.
4. It is the intention of the Company and the Union that all employees co-operate in the rotation of Sunday work. Should staffing shortages arise, the Company and the Union will meet and resolve the staffing difficulties by way of a fair rotation system.
5. All work done on Sunday will be at regular rates plus one dollar (\$1.00) per hour. If an employee is entitled to receive the night stocking premium, the one dollar (\$1.00) per hour premium would be in addition.
6. Sunday shall be the first of the week for payroll purposes.

(7)

PART-TIME SCHEDULING

Part-time employees will not be required or scheduled to work in excess of five (5) days per week.

(8)

INJURED ON SHIFT

The Company agrees to pay any employee injured during a shift for the balance of the employee's scheduled shift.


(9)

TRAINING

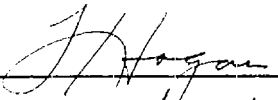
No employee will have his hours reduced as a result of another employee receiving training hours in that week.

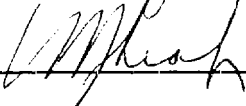
SIGNED THIS . . . DAY OF 1990.

FOR THE UNION:



FOR THE COMPANY:





LETTER OF UNDERSTANDING

BETWEEN: CANADA SAFEWAY LIMITED,
KENORA, ONTARIO

AND: UNITED FOOD & COMMERCIAL WORKERS,
LOCAL 175

The parties to this Agreement agree that the employees share of the Un-employment Insurance Commission's Wage Loss Replacement Program will be used to pay, in part, the increased contribution to the Dental Plan negotiated in the 1984 - 1986 collective agreement.

SIGNED THIS . . . DAY OF, 1990.

FOR THE UNION:

FOR THE COMPANY:

