

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

ARTICLE III
RELATIONSHIP

- 3.01 The Company and the Union agree that there will be no intimidation, discrimination, interference restraint or coercion exercised or practised by either of them or their representatives or members because of an employee's activity or lack of activity in the Union.
- 3.02 The Company and the employees shall not enter into any agreement inconsistent with the provisions of this Collective Agreement.

ARTICLE IV
MANAGEMENT FUNCTIONS

- 4.01 The Union acknowledges that it is the exclusive function of the Company to:
- (a) maintain order, discipline and efficiency;

- 0-4 generally to manage the enterprises in which the Company is engaged and without restricting the generality of the foregoing, the right to plan, direct and control operations, direct the work forces, determine the number of personnel required from time to time, the standards of performance, the number and location of stores and facilities, services to be performed and the methods, procedures and equipment in connection therewith, determine the goods to be sold and produced and the methods, processes and means of production and the control of material to be incorporated in the products produced, the products to be handled, the schedules of work, the extension, limitation, curtailment or cessation of operations;
- (c) hire, discharge, direct, transfer, classify, promote, demote, layoff, recall and suspend or otherwise discipline employees subject to the right of an employee to lodge a grievance in the manner provided in Article VII.

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ARTICLE V
STRIKES AND LOCK-OUTS

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

ARTICLE VI
STEWARDS

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

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

ARTICLE VII
GRIEVANCE PROCEDURE

- 7.01 It is the mutual desire of the parties hereto that complaints or grievances of employees shall be adjusted as quickly as possible. A grievance concerning the interpretation, application or alleged violation of this Agreement may be processed within seven (7) working days after the circumstances giving rise to the grievance originate or occur in the following manner and sequence:

STEP NO. 1

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

STEP NO. 2

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

STEP NO. 3

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

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

- 7.02 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application or alleged violation of this Agreement, including any question as to whether a grievance is arbitrable, such grievance may be submitted to arbitration as hereinafter provided and if no written request for arbitration is received within twenty (20) working days after the decision under Step No. 3 is given, it shall be deemed to have been abandoned.
- 7.03 A grievance arising directly between the Company and the Union involving the interpretation, application or alleged violation of this Agreement shall be submitted in writing. The parties agree that such a grievance shall not be submitted solely to circumvent the normal Grievance Procedure provided in Section 7.01. In the case of the Union, such a grievance shall be submitted in writing, commencing at Step No. 3 of the Grievance Procedure, within ten (10) working days after the circumstances giving rise to the grievance originate or occur. In the case of the Company, such a grievance shall first be presented in writing to the Union and a meeting will be held within five (5) working days thereafter between representatives of the parties. Failing settlement, then within five (5) working days thereafter, the grievance may be referred to arbitration, as hereinafter provided.

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

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

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

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

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

7.07 Disciplinary warnings and/or reprimands which pre-date a disciplinary action by more than twelve (12) months, shall not be adduced in evidence against an employee in any subsequent disciplinary proceeding in which the employee is involved.

ARTICLE VIII
ARBITRATION

- 8.01 When either party requests that a grievance be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time nominate an arbitrator. Within five (5) working days thereafter the other party shall nominate an arbitrator; provided, however, that if such party fails to nominate an arbitrator as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration. The two arbitrators so nominated shall confer within five (5) working days and shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within such period, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairman.
- 8.02 No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance or in processing the grievance.
- 8.03 The Arbitration Board shall not make any decision inconsistent with the provisions of this Agreement nor alter, modify or amend any part of this Agreement but shall only consider the question in dispute. No matter shall be submitted to arbitration which has not been properly lodged and carried through all previous steps of the Grievance Procedure.
- 8.04 The unanimous or majority decision in writing of the Arbitration Board with respect to the matters coming within the jurisdiction of the Board, shall be final and binding upon the parties hereto and the employees.
- 8.05 Each of the parties hereto shall bear the expense of the arbitrator appointed by it and the parties shall jointly and equally bear the fees and expenses, if any, of the Chairman of such Board of Arbitration.
- 8.06 If the Company and the Union mutually agree to appoint a single arbitrator, the foregoing provisions of this Article shall apply to such single arbitrator.

ARTICLE IX

SENIORITY

17/6

9.01 An employee will be on probation and shall not acquire seniority until after one hundred and fifty (150) worked hours or ninety (90) days during one period of employment, whichever comes first, and shall then count from the date of employment with the Company.

9.01 (a) Stores shall prepare and post a part-time Seniority list at least once every six months.

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

(a) Voluntarily quits.

(b) Is discharged for cause and the discharge is not reversed through the Grievance Procedure.

(c) Is laid off for a period of twenty-six (26) consecutive weeks.

(d) Fails to return to work at the expiration of a Leave of Absence, without a reason satisfactory to the Company.

(e) Has an unreported absence for three (3) consecutive scheduled working days without a satisfactory reason.

9.03 Seniority for all purposes will be on an individual store basis except as provided for herein.

(a) In the event a store closes, laid off employees of the store that is closing may bump employees with less seniority in other stores within the seniority region as per Appendix "C" of the full-time agreement, providing they apply within one week of the notification of store closure. In this case they will be credited with seniority equal to their seniority in the closed store. Should such store closing result in the reduction of the scheduled hours of an employee to the extent that such hours are less than those of a junior employee in one of his two (2) closest stores, such employee may request to bump into one of his two (2) closest stores. Such request must be made in writing to the Store Manager within four (4) weeks of the reduction of hours. Such bump shall be implemented within two (2) weeks following the request. In this case they will be credited with seniority equal to their seniority in their previous store.

(b) If a new store opens in the area, employees on lay-off will be offered the first opportunity for employment, providing they apply, and will carry their seniority.

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

- 9.04 When additional full-time employees are required the Company will give preference to part-time employees on the basis of seniority, skill and qualifications for the job concerned and availability for work. Although not a requirement employees may complete a form, provided by the Company, indicating their interest in full time employment and/or training within their store. Such training shall be assigned to the senior employee who has applied in writing, providing the employee has the skill and qualifications to warrant the training.
- 9.05 In the event a part-time employee moves from an existing store to a new store, he will retain his seniority in his original store for a period of nine (9) weeks during which time he will have the option to move back should he so desire. In the event he decides to stay in the new store he shall carry his full seniority.
- (a) In the event the Company opens a new store, part time employees of the stores within the appropriate District Manager's territory shall be given first opportunity to transfer to the new store on the basis of seniority, providing they have the skill and qualifications for the job concerned, and they apply at least two (2) months in advance of the store opening.

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

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

ARTICLE X
HOURS OF WORK

- 10.01 The regular work day shall consist of up to eight (8) hours, provided that such reference is intended to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day nor as to days of work per week.
- (a) Employees may be scheduled to commence a regular shift no sooner than nine (9) hours after the completion of a regular shift.
- (b) A request for an occasional Saturday off shall not be denied unjustifiably, and shall not result in a reduction of hours where hours are available.

- 10.02 An employee who is unable to report for work as scheduled will advise the Store Manager or his appointee as far in advance as possible but no later than his scheduled starting time.
- 10.03 It being agreed that the Company is entitled to schedule overtime work, authorized work performed in excess of eight (8) hours in the day as scheduled by the Company from time to time will be paid at the rate of time and one-half his regular straight time hourly rate, provided that there shall be no duplication or pyramiding of any premium payments, nor shall the same hours worked be counted as part of the regular work week and also as hours for which an overtime premium is payable.
- 10.04 The hours of work will be assigned according to seniority, providing the senior employee has the required skill and competence to perform the work and is available. In the case of a part time employee with less than one (1) year's seniority, the Company will where practicable schedule available part-time hours to a minimum of five (5) hours per week in the store in which he works. In the case of a part time employee, with more than one (1) year's seniority, the Company will where practicable, schedule available part-time hours to a minimum of fifteen (15) hours per week in the store in which he works. In the case of a part time employee with more than five (5) years' seniority, the Company will where practicable schedule available part time hours to a minimum of eighteen (18) hours per week in the store in which he works. In the case of a part time employee with more than seven (7) years' seniority, the Company will where practicable schedule available part time hours to a minimum of twenty (20) hours per week in the store in which he works. In the case of a part time employee with more than eight (8) years' seniority, the Company will where practicable schedule available part time hours to a minimum of twenty-two (22) hours per week in the store in which he works. In the case of a part time employee with more than ten (10) years' seniority, the Company will where practicable schedule available part time hours to a minimum of twenty-four (24) hours per week in the store in which he works. It being understood, this does not apply to an employee called in to replace another employee, or to an employee called in to work at a time when there are less than fifteen (15), eighteen (18), twenty (20), twenty-two (22), or twenty-four (24) available hours remaining in the week.

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

- 10.05 Two (2) times an employee's regular straight time hourly rate will be paid for authorized work performed on a Statutory Holiday. Work performed on Sunday shall be voluntary. A premium of \$1.60 shall be paid for all hours worked on Sunday, which are related to the store opening for business. For further clarity,

“all hours worked on Sunday which are related to the store opening for business” includes hours on Sunday morning worked by the night crew, and hours worked up to two (2) hours before store opening and one (1) hour after store closing. All other hours worked on Sunday when a store opens for business shall be paid at one and one-half (1 1/2) times an employee’s regular straight time hourly rate, and all hours worked on a Sunday when a store does not open for business shall be paid at two (2) times an employee’s straight time hourly rate. Hours worked on Sunday shall be over and above the regular work week.

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

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

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

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

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

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

10.11 An employee scheduled to work an eight (8) hour shift between the hours of store closing and store opening shall receive a premium of eighty (.80¢) cents per hour for all such hours worked. Employees scheduled for work prior to store opening shall receive a premium of fifty (.50¢) cents per hour for such hours actually worked prior to 8:30 A.M. on Saturdays and 9:00 A.M. on all other days, Employees scheduled for work after 6:15 P.M. on Saturdays shall receive a premium of one (\$1.00) dollar per hour for such hours actually worked after 6:15 P.M.

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

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

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

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

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

(b) Part-time employees temporarily working full-time hours shall be paid their regular straight time hourly rate or the starting rate of the appropriate job classification, whichever is the greater, during the period of such temporary assignment. In the event that such employees are reclassified to full-time status in accordance with 10.14 (a) they shall receive, retroactive as of the date that they commenced temporarily working full-time hours, the rate of pay that corresponds to the full-time seniority date with which they are credited and any progression increase to which they might be entitled.

ARTICLE XI
WAGE RATES

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

Effective June 16, 1996, employees shall receive an increase of fifteen (.15¢) cents per hour.

- (b) An employee who starts at a higher rate than that shown shall progress to the next rate in-the time interval shown. (For example, an employee starting at the three (3) month rate shall progress to the six (6) month rate three (3) months after his date of employment and so on, if applicable).
- (c) Merit increases will not delay or affect the regular increases to which an employee is entitled in accordance with Appendix "A".
- (d) Part-time employees will not be scheduled to work in excess of twenty-four (24) hours per week during the regular work week. In the event such employees are required to work beyond twenty-four (24) hours during the regular work week they shall be paid at time and one-half their regular straight time hourly rate for such excess hours.
- (e) A full-time employee, receiving the twenty-four (24) month rate of pay, who is laid off to part time hours, will receive for such hours the top part time rate in accordance with Appendix "A" for the period that such employee is laid off and has recall rights.
- (f) All part time employees on the payroll of the Company as of December 1 st in any year who have completed six (6) months' continuous service with the Company shall be entitled to a Christmas Bonus of fifteen (15) dollars payable on or before December 15th.

All part-time employees on the payroll of the Company as of December 1 st in any year who have completed twelve (12) months' continuous service with the Company shall be entitled to a Christmas Bonus of twenty-five (25) dollars payable on or before December 15th.

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

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

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

ARTICLE XII
LEAVE OF ABSENCE

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

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

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

(a) An employee may commence pregnancy leave at any time following three (3) months after commencement of pregnancy.

(b) The pregnancy leave of an employee shall be no less than seventeen (17) weeks in duration.

(c) The pregnancy leave of an employee shall end no later than seventeen (17) weeks after the date of birth.

(d) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends.

(e) Parental leave ends a maximum of eighteen (18) weeks after it begins.

(f) Parental/Pregnancy leave forms referred to above shall be posted on the bulletin boards of the Employer.

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

ARTICLE XIII
VACATIONS

12/12

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

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

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

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

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

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

ARTICLE XIV
BUSINESS REPRESENTATIVE

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

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

ARTICLE XV
REST PERIODS

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

ARTICLE XVI
SAFETY AND HEALTH

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

ARTICLE XVII
GENDER

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

ARTICLE XVIII
UNIFORMS AND TOOLS

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

ARTICLE XIX
REST ROOMS

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

ARTICLE XX
SPECIFIED HOLIDAYS

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

New Year's Day
Good Friday
Victoria Day
Dominion Day

Boxing Day

Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day



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

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

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

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

20.03 In the event a Specified Holiday falls on a Sunday, the next work day shall be recognized and paid as a holiday. In the event that day is also a Specified Holiday, the next work day shall be recognized and paid as a holiday.

ARTICLE XXI

BEREAVEMENT PAY

21.01 An employee who has completed his probationary period shall receive compensation for an absence from scheduled work, with such compensation to be equal to the hours scheduled for the employee on the days in question, as follows:

- for up to two (2) days prior to and for the day of the funeral of the employee's spouse, parents, child, brother, sister, mother-in-law or father-in-law.

- for the day of the funeral of the employee's grandparent, grandchild, brother-in-law or sister-in-law.

ARTICLE XXII

JURY DUTY

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

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

ARTICLE XXIII

PENSION



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

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

ARTICLE XXIV - OPTICAL PLAN

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

ARTICLE XXV - TIME CLOCKS

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

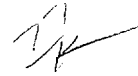
ARTICLE XXVI - ILLNESS AND INJURY

- 26.01 If an employee, who has completed his probationary period, is injured while at work and is required to leave the store for medical attention, he will be paid for the balance of his shift during which the accident occurred provided such injury requires his absence from work for the balance of the shift.
- 26.02 An employee absent due to illness or accident shall not be discharged during the period of his absence, providing that the absence is justifiable and further, that any progression rate increases shall cease twenty-six (26) weeks following the commencement of the absence.
- 26.03 An employee temporarily unable to perform his previous duties due to an injury received in the employ of the Company, who can return to work under temporary medical restriction, may be assigned by the Company to a temporary modified work program, within his own job classification or given such other work as is available and which he is capable of performing, following agreement regarding such program, among the W.C.B. Rehabilitation Counsellor, the Health & Safety Department, the District Manager or his appointee, and the employee concerned.

ARTICLE XXVII - GENERAL

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

ARTICLE XXVIII - O.H.I.P.



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

ARTICLE XXIX - SUCCESSORS AND ASSIGNS

29.01 The Agreement shall be binding on the Company and its successors and assigns, and will continue to be binding on the Union and the employees covered by the Agreement.

ARTICLE XXX

DURATION AND TERMINATION

30.01 This Agreement shall continue in effect until the 16th day of June, 1997 and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

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

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by its duly authorized representatives this day of , 1994.

FOR THE COMPANY

FOR LOCAL UNION 175

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

| | <u>Effective</u> <u>July 1, 1994</u> | | <u>Effective</u> <u>June 16, 1996</u> |
|-----------|---|-----|--|
| Start | \$6.70 | | \$6.85 |
| 3 Months | 6.75 | | 6.90 |
| 6 Months | 6.80 | | 6.95 |
| 9 Months | 6.85 | | 7.00 |
| 12 Months | 6.90 | | 7.05 |
| 15 Months | 6.95 | --- | 7.10 |
| 18 Months | 7.00 | | 7.15 |
| 21 Months | 7.39 | | 7.54 |
| 24 Months | 7.91 | | 8.06 |
| 27 Months | 8.43 | | 8.58 |
| 30 Months | 8.95 | | 9.10 |
| 33 Months | 9.47 | | 9.62 |
| 36 Months | 9.99 | | 10.14 |
| 39 Months | 10.51 | | 10.66 |
| 42 Months | 11.03 | | 11.18 |
| 45 Months | 11.55 | | 11.70 |
| 48 Months | 14.20 | | 14.35 |

APPENDIX "B"

Local Union 175 is recognized as the exclusive bargaining agent of part-time employees, employed in those outlets of A & P Drug Mart Ltd. located in the Retail Stores of the Great Atlantic & Pacific Company of Canada, Limited in the Province of Ontario. Such employees, who shall be required to have successfully completed an accredited course for Pharmacist's Assistants at a recognized College, or, have equivalent experience obtained by working with a licensed Pharmacist for a period of not less than two (2) years, shall be covered by the terms and provisions of the Collective Agreement expiring on June 16th, 1997 between Local Union 175 and The Great Atlantic & Pacific Company of Canada, Limited, except as follows:

- (1) Article XI and Appendix "A" are deleted for the purpose of Appendix "B", and replaced with the following:
 - (a) An employee in the employ of the Company as of the date of ratification, working in a pharmacy, as described above, shall be paid in accordance with the following progressions and hourly wage rates.

Effective June 16, 1996, employees shall receive an increase of fifteen (.15¢) cents per hour.

| | <u>Effective July 1, 1994</u> | <u>Effective June 16, 1996</u> |
|-----------|--|---|
| Start | \$6.70 | \$6.85 |
| 3 Months | 6.75 | 6.90 |
| 6 Months | 6.80 | 6.95 |
| 9 Months | 6.85 | 7.00 |
| 12 Months | 6.90 | 7.05 |
| 15 Months | 6.95 | 7.10 |
| 18 Months | 7.00 | 7.15 |
| 21 Months | 7.39 | 7.54 |
| 24 Months | 7.91 | 8.06 |
| 27 Months | 8.43 | 8.58 |
| 30 Months | 8.95 | 9.10 |
| 33 Months | 9.47 | 9.62 |
| 36 Months | 9.99 | 10.14 |
| 39 Months | 10.51 | 10.66 |
| 42 Months | 11.03 | 11.18 |
| 45 Months | 11.55 | 11.70 |
| 48 Months | 14.20 | 14.35 |

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

All part-time employees on the payroll of the Company as of December 1st in any year who have completed twelve (12) months' continuous service with the Company shall be entitled to a Christmas Bonus of twenty-five (25) dollars payable on or before December 15th.

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

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

--

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

APPENDIX "C"

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

(i) Hours of work, which shall be placed on a separate schedule for Courtesy Clerks, will be limited to the performance of the duties listed above, and such hours will not be considered available for regular part-time employees in the application of Article 10.04.

(ii) Courtesy Clerks shall wear a distinct apron/smock with a badge clearly identifying them as Courtesy Clerks.

(iii) Courtesy Clerks shall not be subject to any wage increases other than those set out below:

| | | | | | | |
|--------------|-----------|------------|------------|------------|------------|------------|
| <u>Start</u> | <u>6M</u> | <u>12M</u> | <u>18M</u> | <u>24M</u> | <u>30M</u> | <u>36M</u> |
| \$6.70 | \$6.80 | \$6.90 | \$7.30 | \$7.65 | \$8.05 | \$8.50 |

(iv) In the event that the Company has an opening for an additional regular part-time employee, the Company will give preference to the senior Courtesy Clerk of the store in question who applies and has the skill and ability to do the job to be performed in a competent manner.

(v) For the three (3) month period following the implementation date of the foregoing Courtesy Clerk provision, regular part-time employees will be given the option of requesting reclassification to the Courtesy Clerk classification, on the basis that upon reclassification, they will receive the Courtesy Clerk rate corresponding with their Company service.

(vi) In the event that a grievance concerning the improper use of Courtesy Clerks succeeds, which claims a breach of the terms set out above, the Company will pay a fine of fifty (\$50.00) dollars for each individual infraction per store on the first offense, and a fine of one hundred (\$100.00) dollars per week in any one store for the second offense, followed by a two (2) week suspension of the use of Courtesy Clerks in that store on the third offense. Payment of such fines shall be made to the Union.

(vii) A Courtesy Clerk shall not be scheduled more than 12 hours in a week.

(viii) No more than 15% of the total store part-time hours shall be assigned to Courtesy Clerks.

(ix) During the transition period of six (6) months following the date of implementation, a regular part-time employee who is not receiving his minimum hours, and who applies with his Store Manager on a monthly basis, shall be scheduled such available Courtesy Clerk hours, providing the employee is available, that brings him up to his minimum hours, and shall be paid for such Courtesy Clerk hours at the rate on the wage schedule set out in (iii) above which corresponds with the employee's length of service.

LETTER OF UNDERSTANDING

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

Attention: Mr. M. Fraser

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the _____ day of _____, 1994, relating to the following matter.

The Company agrees to make a contribution to the Training and Education Trust Fund, of three (3¢) cents per hour, for all regular hours worked by full-time and part-time employees. The Company shall forward the contribution every four (4) weeks to the Union and shall include a list of employees, the number of regular hours paid and worked by each employee during each four (4) week period.

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

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

Effective December 30, 1995, the existing three (3¢) cents contribution shall be increased to ten (10¢) cents, and to fifteen (15¢) cents effective January 5, 1997.

Sincerely,

TAZ:pem

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

T.A. Zakrzewski
Vice President,
Labour Relations

LETTER OF UNDERSTANDING

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

--

Attention: Mr. M. Fraser

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the day of , 1994, relating to the following matter.

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

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

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

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

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

LETTER OF UNDERSTANDING

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

Attention: Mr. M. Fraser

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the day of , 1994, relating to the following matter.

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

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

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

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

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

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

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

LETTER OF UNDERSTANDING

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

- -

Attention: Mr. M. Fraser

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the day of , 1994, relating to the following matter.

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

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

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

LETTER OF UNDERSTANDING

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

Attention: Mr. M. Fraser

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the day of , 1994, relating to the following matter.

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

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

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

LETTER OF UNDERSTANDING

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

Attention: Mr. M. Fraser

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the day of , 1994, relating to the following matter.

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

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

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

LETTER OF UNDERSTANDING

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

--

Attention: Mr. M. Fraser

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the day of , 1994, relating to the following matter.

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

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

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

LETTER OF UNDERSTANDING

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

Attention: Mr. M. Fraser

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the day of , 1994, relating to the following matter.

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

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

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

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

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

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

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

LETTER OF UNDERSTANDING

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

Attention: Mr. M. Fraser

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the day of , 1994, relating to the following matter.

No full-time employee shall be laid off as a direct result of the introduction of changes to Article 21.01.

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

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

LETTER OF UNDERSTANDING

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

--
Attention: Mr. M. Fraser

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the day of , 1994, relating to a summary of Company employee assistance programs, as follows:

Re: Substance Abuse

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

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

Re: Armed Robberies

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

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

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

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

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

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

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

LETTER OF UNDERSTANDING

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

--
Attention: Mr. M. Fraser

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the day of , 1994, relating to the following matter.

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

| | | |
|----------------|--------------------|--------------------|
| #032 Etobicoke | #107 Brampton | #185 Kirkland Lake |
| 071 Erin Mills | 108 Guelph | 190 Guelph |
| 081 Oakville | 111 Cambridge | 197 St. Catharines |
| 082 Burlington | 116 St. Catharines | 282 Cornwall |
| 089 Etobicoke | 122 St. Catharines | 285 Hawkesbury |
| 093 Hamilton | 134 Brantford | 290 Deep River |
| 095 Hamilton | 135 Barrie | 311 Smiths Falls |
| 096 Hamilton | 148 Port Colborne | |
| 098 Brampton | 167 Sarnia | |

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

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

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

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

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

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

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

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

LETTER OF UNDERSTANDING

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

--
Attention: Mr. M. Fraser

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the day of , 1994, relating to the following matter.

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

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

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

LETTER OF UNDERSTANDING

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

Attention: Mr. M. Fraser

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the day of , 1994, relating to the following matter.

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

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

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