

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 1994

BETWEEN:

**THE GREAT ATLANTIC & PACIFIC COMPANY OF CANADA**

(herein called the 'Company')

OF THE FIRST PART

- AND -

**UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION, LOCAL UNION 175**

- AND -

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

(herein called the "Union")

OF THE SECOND PART

**ARTICLE I**  
**RECOGNITION**

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

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

SOURCE	Comp		
EFF.	94	06	14
TERM.	97	06	16
No. OF EMPLOYEES	800		
NOMBRE D'EMPLOYÉS	df		

FILE 04265  
TO BE MERGED  
AT NEXT GEN.  
aj

991201

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- 1.03 The term "employee" or "employees" as used in this Agreement, unless clearly specified **otherwise shall mean** only those employees who are included in the bargaining unit, as described in Sections 1.01 and 1.02 above.
- 1.04 The employees of *the* Company not covered by this Agreement **shall** not perform work normally performed by bargaining unit employees. The foregoing **shall** not apply to Store Managers in stores whose sales volume for the previous four quarters is less than \$100,000.00 per week, and Assistant Store Managers in stores whose sales for the previous four quarters is less than \$150,000.00 per week.

**ARTICLE II**  
**UNION SECURITY**

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

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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, slowdown, sit-down or other action which interferes with work or operations, ~~or~~ picketing of any kind or form whatsoever, however peaceful.

**ARTICLE VI**  
**STEWARDS**

**6.01** Local Union 633 will be entitled to elect or appoint one (1) Steward for each store. Local Union 175 will be entitled to elect or appoint ~~two~~ (2) Stewards for each store except in stores wherein a night shift is worked. In such stores, an additional Steward may be designated for the night ~~shift~~. The duties of a Steward shall be to assist employees working in the store in servicing complaints ~~or~~ grievances in accordance ~~with~~ the Grievance Procedure in dealing with matters arising under the terms of this Agreement.

**6.02** The Union ~~shall~~ once every ~~six~~ (6) months keep the Manager, industrial Relations notified in writing of the names of its authorized Stewards and other Local Union representatives and the respective dates of their appointment.

**6.03** The Union acknowledges that the Stewards and other Local Union representatives have their regular duties to ~~perform on~~ behalf of the Company and that such persons will not leave their regular duties without ~~receiving~~ permission ~~from~~ the Store Manager, or his appointee, which permission ~~will~~ not be unreasonably withheld. In accordance with this understanding, the Company will compensate such Stewards at their regular straight time hourly rate for time spent servicing complaints or grievances hereunder during their regular working hours.

- 6.04**
- A. The Company agrees that, whenever an interview is held with an employee that becomes part of his record regarding his work or conduct, a full-time steward will be present as a witness. The employee ~~may~~ request that the steward leave the meeting.
  - B. In the event a full-time steward is not present, the condition will be brought to the attention of the employee. The meeting that becomes part of the employee's record ~~will~~ be postponed until the steward is available.

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

## **ARTICLE VII**

### **GRIEVANCE PROCEDURE**

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

#### **STEP NO. 1**

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

#### **STEP NO. 2**

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

#### **STEP NO. 3**

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

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

- 7.02** Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application or alleged violation of this Agreement, including any question as to whether a grievance is arbitrable, such grievance may be submitted to arbitration as hereinafter provided and if no written request for arbitration is received within twenty (20) working days after the decision under Step No. 3 is given, it shall be deemed to have been abandoned.
- 7.03** A grievance arising directly between the Company and the Union involving the interpretation, application or alleged violation of this Agreement shall be submitted in writing. The parties agree that such grievance shall not be submitted solely to circumvent the normal Grievance Procedure provided in Section 7.01. In the case of the Union, such a grievance shall be submitted in writing, commencing at Step No. 3 of the Grievance Procedure, within ten (10) working days after the circumstances giving rise to the grievance originate or occur. In the case of the Company, such a grievance shall first be presented in writing to the Union and a meeting will be held within five (5) working days thereafter between representatives of the parties. Failing settlement, then within five (5) working days thereafter, the grievance may be referred to arbitration, as hereinafter provided.
- 7.04** Should any employee grievance not be submitted within the time limits specified in this Article, it shall be considered to have been settled on the basis of the Company's reply to the grievance. If no written decision has been given to the employee within the time limits specified above, the employee shall be entitled to submit the grievance to the next stage including arbitration.
- 7.05** Sundays, holidays or other days on which the Company's stores are closed for regular business will not be counted in determining the time within which any action is to be taken or completed under the Grievance or Arbitration Procedure.
- 7.06** No employee shall be discharged without just cause, except that the discharge of an employee during his probationary period shall not be the subject of a grievance, it being understood that the Company shall have the right to discharge a probationary employee with or without just cause. A claim by an employee who has completed his probationary period that he has been disciplined, suspended or discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Store Manager within four (4) working days after the employee is disciplined, suspended or discharged and the first step of the Grievance Procedure will be omitted in any such case. Such discipline, suspension or discharge grievance may be dealt with under the Grievance Procedure by:

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

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

### **ARTICLE VIII** **ARBITRATION**

**8.01** When either party requests that a grievance be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time nominate an arbitrator. Within five (5) working days thereafter the other party shall nominate an arbitrator; provided, however, that if such party fails to nominate an arbitrator as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration. The two arbitrators so nominated shall confer within five (5) working days and shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within such period, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairman.

**8.02** No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance or in processing the grievance.

**8.03** The Arbitration Board shall not make any decision inconsistent with the provisions of this Agreement nor alter, modify or amend any part of this Agreement but shall only consider the question in dispute. No matter shall be submitted to arbitration which has not been properly lodged and carried through all previous steps of the Grievance Procedure.

**8.04** The unanimous or majority decision in writing of the Arbitration Board with respect to the matters coming within the jurisdiction of the Board, shall be final and binding upon the parties hereto and the employees.

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

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

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

9.04 Persons employed by the Company, having had previous store experience with the Company, who are transferred into the Bargaining Unit as a direct result of a store closing in the Region may displace existing employees and will be credited with seniority equal to their total length of service with the Company. Such persons will not be entitled to promotions within the Bargaining

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 1994

BETWEEN:

**THE GREAT ATLANTIC & PACIFIC COMPANY**  
**CANADA.**

(herein called the "Company")

SOURCE	Comp		
EFF.	94	06	14
TERM.	97	06	16
No. OF EMPLOYEES	800		
NOMBRE D'EMPLOYÉS	df		

OF THE FIRST PART

-AND-

**UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL**  
**UNION, LOCAL UNION 175**

- AND -

**UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL**  
**UNION 633.**

(herein called the "Union")

OF THE SECOND PART

**ARTICLE I**  
**RECOGNITION**

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

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



- 1.03 The term "employee" or "employees" as used in this Agreement, unless clearly specified otherwise shall mean only those employees who are included in the bargaining unit, as described in Sections 1.01 and 1.02 above.
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**ARTICLE II**  
**UNION SECURITY**

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

**ARTICLE V**  
**STRIKES AND LOCK-OUTS**

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

**ARTICLE VI**  
**STEWARDS**

—

- 6.01** Local Union 633 ~~will be~~ entitled to elect ~~or~~ appoint one (1) Steward for each store. Local Union 175 will be entitled to elect or appoint ~~two~~ (2) Stewards for each store except in stores wherein a night shift is worked. In such stores, ~~an~~ additional Steward may be designated for the night shift. The duties of a Steward shall be to assist employees working in the store in servicing complaints or grievances in accordance with the Grievance Procedure in dealing with matters arising under the terms of this Agreement.
- 6.02** The Union ~~shall~~ once every six (6) months keep the Manager, Industrial Relations notified in writing of the names of its authorized Stewards and other Local Union representatives and the respective dates of their appointment.
- 6.03** The Union acknowledges that the Stewards and other Local Union representatives have their regular duties to perform ~~on~~ behalf of the Company and that such persons will not leave their regular duties without receiving permission from the Store Manager, or his appointee, which permission will not be unreasonably withheld. In accordance with this understanding, the Company will compensate such Stewards at their regular straight time hourly rate for time spent servicing complaints or grievances hereunder during their regular working hours.
- 6.04**
- A. The Company agrees that, whenever an interview is held with an employee that becomes part of his record regarding his work or conduct, a full-time steward will be present as a witness. The employee may request that the steward leave the meeting.
  - B. In the event a full-time steward is not present, the condition will be brought to the attention of the employee. The meeting that becomes part of the employee's record will be postponed until the steward is available.

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

## **ARTICLE VII**

### **GRIEVANCE PROCEDURE**

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

#### **STEP NO. 1**

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

#### **STEP NO. 2**

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

#### **STEP NO. 3**

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

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

- 7.02** Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application or alleged violation of this Agreement, including any question as to whether a grievance is arbitrable, such grievance may be submitted to arbitration as hereinafter provided and if **no** written request for arbitration is received within twenty (20) working days after the decision under Step **No. 3** is given, it shall be deemed to have been abandoned.
- 7.03** A grievance arising **directly** between the Company and the Union involving the interpretation, application **or** alleged violation of this Agreement shall be submitted in writing. The parties agree that **such** grievance shall not be submitted solely to circumvent the normal Grievance Procedure **provided** in Section 7.01. In the case of the Union, such a grievance **shall** be submitted in writing, commencing at Step No. **3** of the Grievance Procedure, within ten (**10**) working days after the circumstances giving rise to the grievance originate or occur. In the case of the Company, such a grievance shall first be presented in writing to the Union and a meeting will be held within five (5) working days thereafter between representatives **of** the parties. Failing settlement, then within five (5) working days thereafter, the grievance may be **referred** to arbitration, as hereinafter provided.
- 7.04** Should any employee grievance not be **submitted** within the time limits specified in this Article, it shall be **considered** to have been settled on the basis of the Company's reply to the grievance. If no written decision has been given to the employee within the time limits **specified** above, the employee **shall** be **entitled** to submit the grievance to the **next** stage including arbitration.
- 7.05** Sundays, **holidays** or other days on which the Company's stores are **closed** for regular business will not be counted in determining the time within which any action is to be taken or **completed** under the Grievance or Arbitration Procedure.
- 7.06** No employee shall be discharged without just cause, except that the discharge of an employee during his probationary period shall not be the subject of a grievance, it being understood that the Company shall have the right to discharge a probationary employee with or without just cause. A claim by an employee who has completed his probationary period that he has been disciplined, suspended or discharged without just cause shall be treated as a grievance if a **written** statement of such grievance is lodged with the Store Manager within four (4) working days after the employee is disciplined, suspended or discharged and the first step of the Grievance Procedure will be omitted in any such case. Such discipline, suspension or discharge grievance may be dealt with under the Grievance Procedure **by:**

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

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

## **ARTICLE VIII**

### **ARBITRATION**

**8.01** When either party requests that a grievance be submitted to arbitration as hereinbefore provided, it shall make ~~such~~ request in writing addressed to the other party to this Agreement, and at the Same time nominate an arbitrator. Within five (5) working days thereafter the other party shall nominate an ~~arbitrator~~; provided, however, that if such party fails to nominate an arbitrator as herein required, the Minister of Labour for the Province of Ontario shall have power to ~~effect~~ such appointment upon application thereto by the party invoking arbitration. The two arbitrators so nominated shall confer ~~with~~ in 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 after, 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.

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

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

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

9.04 Persons employed by the Company, having had previous store experience with the Company, who are transferred into the Bargainint Unit as a direct result of a store closing in the Region may displace existing employees and will be credited with seniority equal to their total length of service with the Company. Such persons will not be entitled to promotions within the Bargaining

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

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

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

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

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

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

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

- (c) In the case of a temporary transfer, an employee will be paid twenty (.20¢) cents per kilometer for all additional kilometers travelled, in reporting for work, where such additional travelling exceeds four (4) kilometers beyond that which the employee normally travels, or such other arrangement made with the employee by his District Manager, or his appointee.

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

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

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

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



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

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

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

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

## ARTICLE X HOURS OF WORK

10.01 The regular work week shall be composed of thirty-seven (37) hours per week on the basis of five (5) days; four (4) days of eight (8) hour shifts, and one (1) day of a five (5) hour shift, Monday to Saturday, scheduled within nine (9) consecutive hours, or five (5) consecutive hours respectively, provided that such reference is intended to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day nor as to the days of work per week. The five (5) hour shift will result from having three (3) hours deleted from the end of the shift unless otherwise mutually agreed upon. No lunch period and only one (1) rest period of fifteen (15) minutes shall be scheduled for the five (5) hour shift

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

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

- (a) In the event a store is subject to twenty-four (24) hour or extended hour operations, the following provisions shall apply:
1. An employee may be scheduled to work one (1) evening per week **between** the hours of 2:00 p.m. and 12:00 midnight as part of his regular work week, and may be scheduled to work one (1) such additional evening on a voluntary basis.
  2. An employee ~~may~~ be scheduled to work a full shift ~~of five~~ (5) days, Monday to ~~Friday~~, **between** the hours ~~of~~ 2:00 p.m. and 12:00 midnight, ~~on~~ a voluntary basis.
  3. An employee so scheduled shall receive a premium ~~of~~ eighty ~~(.80¢)~~ cents per hour for all regular hours worked between 9:00 p.m. and 12:00 midnight.
  4. A premium ~~of~~ eighty ~~(.80¢)~~ cents for night shifts and fifty ~~(.50¢)~~ cents for early morning shifts shall continue to be paid in the same form and the same manner as prevailed when there were specific store opening and closing hours.
  5. All other provisions of the current Collective Agreement shall apply.

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

- 10.05 (a) The regular weekly work schedule shall be posted each Thursday by twelve (12) noon showing the scheduled working hours for each employee for the succeeding week and no changes shall be made in such schedule except in the case of an emergency beyond the control of the Company. The steward shall receive a copy of such work schedule. All changes shall be marked on the posted schedule the same day.
- (b) An employee who is unable to report for work as scheduled will advise the Store Manager, or his appointee, as far in advance as possible but no later than his scheduled starting time.
- 10.06 Meal periods shall not exceed one (1) hour and shall be taken not less than two and one-half (2 1/2) hours nor more than five (5) hours after the starting time of the shift. However, on the night shift and where mutually practicable on the day shift, employees will be scheduled for a one-half (1/2) hour meal period.
- 10.07 An employee scheduled to work after 6:15 P.M. in a store open for evening customer shopping after 6:00 P.M. will receive a meal period without pay and will be given \$3.00 supper money for each such evening worked. If an employee works overtime to 8:00 P.M. he shall be paid supper money. An employee scheduled to work a regular shift ending after 6:30 P.M. when the store is not open for evening customer shopping after 6:00 P.M. will be given \$3.00 supper money for each such evening worked.

An employee who works on Saturday evening beyond 6:15 P.M. will receive a premium of \$1.00 per hour for all such hours worked in addition to supper money.

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

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

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

## **ARTICLE XI**

### **WAGE RATES**

- 11.01 (a) The Company agrees to pay and the Union agrees to accept for the term of this Agreement, the classifications and weekly salaries applicable thereto as set forth in Appendices "A" and "B".
- Effective 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.
- (c) Merit increases will not delay or affect the regular increases to which an employee is entitled in accordance with Appendices "A" and "B".
- (d) An employee who is assigned on a temporary basis to a higher rated job for three (3) days or more will be paid the minimum salary for the higher paid job, or an amount of \$15.00 per week above his salary prior to the assignment, whichever is the greater. However, in no case will the employee receive more than the top rate for the job, nor shall more than one employee receive such premium in any given week. It is agreed that this subsection shall

apply only for the purposes of temporary assignments to the positions of Assistant Manager, Meat Department Head, Assistant Meat Department Head, Grocery Department Head, Produce Department Head, Head Cashier, Dairy Department Head, Deli Department Charge Hand, Assistant Produce Department Head, or Bake-off Department Charge Hand. The employee so assigned shall be identified on the work schedule each week of the assignment.

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

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

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

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

## **ARTICLE XII**

### **LEAVE OF ABSENCE**

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

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

**13.02** Specified holiday pay will be computed ~~on~~ the basis of eight (8) hours at the employee's regular straight time hourly rate of pay.

**13.03** An employee required to work on a specified holiday will be guaranteed a minimum of ~~six~~ (6) hours work, except when he agrees to work less than ~~six~~ (6) hours in which ~~case~~ he will be guaranteed a minimum of ~~four~~ (4) ~~hours~~ work. Such employee will be paid for ~~authorized~~ work performed on such day at ~~two~~ (2) times his regular straight time hourly rate of pay. In addition to any holiday pay to which he may be entitled.

**13.04** If a specified holiday falls within an employee's vacation period, he will be entitled to holiday pay in addition to his vacation pay, ~~or~~ the day may be taken in conjunction with his vacation.

**13.05** When any of the holidays referred to above occurs in any week the regular work week will be reduced by eight (8) hours for each ~~of~~ such holidays, except a week in which two (2) ~~specified~~ holidays occur. In such a week, the work week shall be reduced by thirteen (13) hours, one eight (8) hour shift and one five (5) hour shift.

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

#### **ARTICLE XIV**

#### **VACATIONS**

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

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

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

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

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

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

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



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

**ARTICLE XV**  
**BEREAVEMENT PAY**

- 15.01** An employee who has completed his probationary period shall be allowed up to three (3) days off, in the event of the death of his wife, husband, father, mother, child, brother, sister, mother-in-law, father-in-law, and shall be paid eight (8) hours pay for each straight time day lost (up to three (3)) from his regular schedule of work. Upon the Same basis as above, up to **one** (1) day off with pay in the event ~~of~~ the death ~~of~~ a grandparent, grandchild, brother-in-law or sister-in-law. Upon the same basis as above, an employee during **his** probationary **period shall** be **allowed** up to one (1) day ~~off~~ with pay in the event ~~of~~ the death of his wife, husband, father, mother, **child**, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, or sister-in-law. Suitable evidence of the death may be required by the Company before payment is authorized.

**ARTICLE XVI**  
**JURY DUTY**

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

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

### **ARTICLE XVII**

#### **BUSINESS REPRESENTATIVE**

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

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

### **ARTICLE XVIII**

#### **REST PERIODS**

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

### **ARTICLE XIX**

#### **SAFETY AND HEALTH**

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

### **ARTICLE XX**

#### **GENDER**

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

**ARTICLE XXI**  
**SUPPLIERS' REPRESENTATIVES**

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

**ARTICLE XXII**  
**TIME CLOCKS**

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

**ARTICLE XXIII**  
**UNIFORMS AND TOOLS**

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

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

**ARTICLE XXIV**

**OYEE JURIES**

- 24.01 If an employee is injured while at work and is required to leave the store for medical attention he will be paid for the balance of his shift during which the accident occurred provided such injury requires his absence from work for the balance of the shift.
- 24.02 An employee temporarily unable to perform **his** previous duties due to an injury received in the employ of the Company, or **due** to an illness or injury for which he is in receipt of **benefits** under the Sick Benefit Plan, or the Long Term Disability Insurance Plan, who can return to work under temporary medical restriction, may **be assigned** by the Company to a temporary modified work program, within his own job classification or given such other work as is available **and** which he is capable of performing, following agreement regarding such program, among the W.C.B./Group Health Rehabilitation Counsellor, the Health & Safety Department, the District Manager or his appointee, **and** the employee concerned.

**ARTICLE XXV**

**REST ROOMS**

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

**ARTICLE XXVI**

**MEDICAL EXAMINATIONS**

- 26.01 If an employee is required by the Company during his employment to take a **medical** and/or x-rays, the **medical** and/or x-rays shall be taken on Company time and the expense of the Company.
- (a) An employee absent due to illness or accident shall not be discharged during the **period** of his absence, providing that the absence is justifiable.

ARTICLE XXVII

UNION CARDS

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

ARTICLE XXVIII

PART-TIME EMPLOYEES

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

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

**28.02** When additional full time employees are required the Company will give preference to part-time employees on the basis of seniority, skill and qualifications for the job concerned and availability for work.

**28.03** Should the employment of a full-time employee be ~~terminated~~ as a result of death, retirement, resignation, discharge for cause which is not in dispute, ~~or~~ voluntary reduction to part-time, but not as a result of lay-off or store closing, or in the event the minimum number of full-time employees is less than the provisions ~~outlined~~ in **28.04** of this Agreement, the resulting vacancy shall be filled ~~within~~ one month from among full-time employees on lay-off ~~with~~ recall rights who were hired prior to July 1, 1994 and provided they have the skill and **ability** to do the job in a competent manner.

**28.04** **Subject** to Article **28.03** of this Agreement, there shall be a minimum of one (1) **full-time** employee in the aggregate for each seventeen thousand, **five** hundred (**\$17,500**) **dollars of sales** per week, based on the average total store sales over the previous four (4) calendar quarters. The volume figure **will** be adjusted once per annum to reflect the Consumer Food Price **Index**.

- (i) Initially, **until** there are four ~~post-ratification~~ calendar quarters, staffing will be based on a review of accumulating calendar quarters, starting with the **first** complete quarter following the ratification of this agreement.
- (ii) Arty adjustments in accordance with this minimum provision shall be completed **within** two (2) weeks following the end of each calendar quarter.
- (iii) Aggregate store sales shall be reduced to reflect any store closures that may **arise**.
- (iv) The foregoing shall apply to full-time employees hired after July 1, 1994, who shall not be covered by the provisions of Article **28.01** to **28.03** above.

**ARTICLE XXIX**

**WELFARE**

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

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

- (9) Dental Plan - The Company **will** pay nineteen (.19¢) cents per hour, for all hours worked in the stores by full-time and part-time employees, into the Ontario Retail Employees Dental **Benefit** Trust Fund. Such contributions will not be **paid for** overtime hours. If deemed necessary by the joint trustees to fund the **benefits**, the Company would **be** prepared to increase its contribution to the O.R.E.D.B.T. Fund by an amount of one (.1¢) **cent per** regular hour worked per year of the collective agreement expiring on June 16, 1997 with any **such contribution** increases commencing on January 1st of each year.

- (g) By agreement of the parties, provision has been made for participation in the Canadian Commercial Workers Industry Pension Plan (CCWIPP), to be effective OR 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.
- (h) The Company agrees to provide at no cost to the employees, **post-retirement** life insurance in the amount of \$2,000.00 for each such **employee** who elects retirement, **payable** to the employee's designated beneficiary.
- (i) Subject to the terms and conditions of the Master Plans and Policies relating thereto, the Company agrees to continue in effect the Accident and Sickness Plan and the Life Insurance Plan, on the **basis** that the payment **of** the applicable premiums therefor shall continue to be made on the same basis as in effect immediately prior to the execution date of the **Collection** Agreement.

## **ARTICLE XXX**

### **GENERAL**

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

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



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

**ARTICLE XXXI**  
**SUCCESSORS AND ASSIGNS**

31.01 This 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 this Agreement.

**ARTICLE XXXII**  
**DURATION AND TERMINATION**

32.01 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.

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

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

**FOR THE COMPANY**

**FOR LOCAL UNION 175**

**FOR LOCAL UNION 633**

**APPENDIX 'A'**  
**LOCAL UNION 633**  
**CLASSIFICATIONS AND WEEKLY SALARIES APPLICABLE THERETO**

<b>Meat Department Employees</b>	<b>Eff.</b>	<b>Eff.</b>
<b>Service Clerk</b>	<b><u>6.13.93</u></b>	<b><u>6.16.96</u></b>
<b>Start</b>	<b><u>\$273.02</u></b>	<b><u>\$278.57</u></b>
<b>3 Months</b>	<b><u>301.79</u></b>	<b><u>307.34</u></b>
<b>6 Months</b>	<b><u>344.13</u></b>	<b><u>349.68</u></b>
<b>9 Months</b>	<b><u>388.55</u></b>	<b><u>394.10</u></b>
<b>12 Months</b>	<b><u>439.21</u></b>	<b><u>444.76</u></b>
<b>15 Months</b>	<b><u>489.88</u></b>	<b><u>495.43</u></b>
<b>18 Months</b>	<b><u>540.54</u></b>	<b><u>546.09</u></b>
<b>21 Months</b>	<b><u>596.40</u></b>	<b><u>601.95</u></b>
<b>24 Months</b>	<b><u>657.35</u></b>	<b><u>662.90</u></b>
<b>Deli Department</b>	<b>Eff.</b>	<b>Eff.</b>
<b>Charge Hand</b>	<b><u>6.13.93</u></b>	<b><u>6.16.96</u></b>
<b>Start</b>	<b><u>\$419.70</u></b>	<b><u>\$425.25</u></b>
<b>3 Months</b>	<b><u>525.68</u></b>	<b><u>531.23</u></b>
<b>6 Months</b>	<b><u>688.56</u></b>	<b><u>694.11</u></b>
<b>Apprentice Meat Cutter</b>	<b>Eff.</b>	<b>Eff.</b>
	<b><u>6.13.93</u></b>	<b><u>6.16.96</u></b>
<b>Start</b>	<b><u>\$279.26</u></b>	<b><u>\$284.81</u></b>
<b>3 Months</b>	<b><u>309.78</u></b>	<b><u>315.33</u></b>
<b>6 Months</b>	<b><u>342.37</u></b>	<b><u>347.92</u></b>
<b>9 Months</b>	<b><u>374.96</u></b>	<b><u>380.51</u></b>
<b>12 Months</b>	<b><u>407.56</u></b>	<b><u>413.11</u></b>
<b>15 Months</b>	<b><u>443.27</u></b>	<b><u>448.82</u></b>
<b>18 Months</b>	<b><u>484.91</u></b>	<b><u>490.46</u></b>
<b>21 Months</b>	<b><u>529.68</u></b>	<b><u>535.23</u></b>
<b>24 Months</b>	<b><u>578.60</u></b>	<b><u>584.15</u></b>
<b>27 Months</b>	<b><u>631.69</u></b>	<b><u>637.24</u></b>
<b>Journeyman Meat Cutter</b>		
<b>30 Months</b>	<b><u>\$693.53</u></b>	<b><u>\$699.08</u></b>
<b>**Assistant Meat</b>		
<b>Department Head</b>	<b><u>\$717.26</u></b>	<b><u>\$722.81</u></b>

APPENDIX "A"

		<u>Eff.</u> <u>6.13.93</u>	<u>Eff.</u> <u>6.16.96</u>
<b>***Meat Department Head</b>			
<b>Meat Volume</b>			
<u>Under</u>	<u>\$11,100</u>	<u>\$734.23</u>	<u>\$739.78</u>
<u>11,101 to</u>	<u>22,200</u>	<u>744.41</u>	<u>749.96</u>
<u>22,201 to</u>	<u>34,000</u>	<u>764.75</u>	<u>770.30</u>
<u>34,001 to</u>	<u>45,800</u>	<u>778.32</u>	<u>783.87</u>
<u>45,801 to</u>	<u>57,500</u>	<u>783.97</u>	<u>789.52</u>
<u>57,501 and over</u>		<u>805.45</u>	<u>811.00</u>

- \*\*** There will be an Assistant Meat Department Head in each store where there are three (3) or more meat cutters including the Meat Department Head and the Assistant Meat Department Head.
- \*\*\*** Based on Average Meat Department sales for previous four (4) Quarters. There will be a Meat Department Head in each store covered by this Agreement in which there is a Meat Department.

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

Grocery and Produce Department Employees Service Clerk	<b>Eff.</b> <b>6.13.93</b>	<b>Eff.</b> <b>6.16.96</b>
<b>Start</b>	<b>\$273.02</b>	<b>\$278.57</b>
<b>3 Months</b>	<b>301.79</b>	<b>307.34</b>
<b>6 Months</b>	<b>344.13</b>	<b>349.68</b>
<b>9 Months</b>	<b>388.55</b>	<b>394.10</b>
<b>12 Months</b>	<b>439.21</b>	<b>444.76</b>
<b>15 Months</b>	<b>489.88</b>	<b>495.43</b>
<b>18 Months</b>	<b>540.54</b>	<b>546.09</b>
<b>21 Months</b>	<b>596.40</b>	<b>601.95</b>
<b>24 Months</b>	<b>657.35</b>	<b>662.90</b>
<b>Stock Clerk</b>	<b>Eff.</b> <b>6.13.93</b>	<b>Eff.</b> <b>6.16.96</b>
<b>start</b>	<b>\$273.02</b>	<b>\$278.57</b>
<b>3 Months</b>	<b>301.79</b>	<b>307.34</b>
<b>6 Months</b>	<b>344.13</b>	<b>349.68</b>
<b>9 Months</b>	<b>388.55</b>	<b>394.10</b>
<b>12 Months</b>	<b>439.21</b>	<b>444.76</b>
<b>15 Months</b>	<b>489.88</b>	<b>495.43</b>
<b>18 Months</b>	<b>540.54</b>	<b>546.09</b>
<b>21 Months</b>	<b>596.40</b>	<b>601.95</b>
<b>24 Months</b>	<b>657.35</b>	<b>662.90</b>
<b>***Head Cashier Store Volume</b>	<b>Eff.</b> <b>6.13.93</b>	<b>Eff.</b> <b>6.16.96</b>
<b>\$200,000 or less</b>	<b>\$699.19</b>	<b>\$704.74</b>
<b>over \$200,000</b>	<b>707.10</b>	<b>712.65</b>
<b>**Produce Dept. Head Produce Volume</b>	<b>Eff.</b> <b>6.13.93</b>	<b>Eff.</b> <b>6.16.96</b>
<b>Under \$ 6,500</b>	<b>\$699.18</b>	<b>\$704.73</b>
<b>6,501 to 14,400</b>	<b>707.10</b>	<b>712.65</b>
<b>14,401 to 22,201</b>	<b>718.00</b>	<b>723.00</b>
<b>22,201 to 30,000</b>	<b>731.97</b>	<b>737.52</b>
<b>30,001 to 40,500</b>	<b>739.00</b>	<b>745.00</b>
<b>40,501 and over</b>	<b>759.10</b>	<b>764.65</b>

**APPENDIX "B"**

**\*\*\*Grocery Department Head**

<b>Store over \$107,800 Weekly Volume Only</b>	<b>Eff. <u>6.13.93</u></b>	<b>Eff. <u>6.16.96</u></b>
107,800 to \$142,500	\$707.10	\$712.65
142,501 to 171,200	718.40	723.95
171,201 to 197,300	731.97	737.52
197,301 to 261,400	739.88	745.43
261,401 and over	759.10	764.65

**\*\*\*Dairy Department Head**

<b>Stores over \$136,600</b>	\$670.91	\$676.46
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**\*Assistant Produce  
Department Head**

---	\$666.38	\$671.93
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**Bake-Off Department  
Charge Hand**

	<b>Eff. <u>6.13.93</u></b>	<b>Eff. <u>6.16.96</u></b>
Start	\$419.70	\$425.25
<b>3 Months</b>	<b>525.68</b>	<b>531.23</b>
<b>6 Months</b>	<b>688.56</b>	<b>694.11</b>

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

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

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

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

## APPENDIX "C"

### TORONTO REGION

Metro Toronto, including Oakville, Mississauga, Georgetown, Brampton.

### MID-NORTH REGION

Midland, Orillia, Keswick, Stouffville, Barrie, Aurora, Newmarket.

### CENTRAL REGION

Guelph, Stratford, Woodstock, Tillsonburg, Owen Sound, Cambridge, Hanover, Goderich, Simcoe, Brantford.

### NIAGARA PENINSULA REGION

Hamilton, Dundas, Dunnville, Port Colborne, Welland, Fort Erie, Niagara Falls, St. Catharines, Burlington, Grimsby.

### SOUTH WESTERN REGION

London, St. Thomas, Strathroy, Chatham, Leamington, Windsor, Sarnia, Wallaceburg, Amherstburg.

### OTTAWA REGION

Ottawa, Arnprior, Pembroke, Deep River, Hawkesbury, Cornwall.

### EASTERN REGION

Oshawa, Bowmanville, Port Hope, Napanee, Trenton, Belleville, Picton, Kingston, Gananoque, Peterborough, Lindsay, Smith's Falls, Whitby.

### NORTHERN REGION

Bracebridge, Huntsville, Parry Sound, North Bay, Sturgeon Falls, Espanola, Sault Ste. Marie, Timmins, Kirkland Lake, Kapuskasing, Thunder Bay, Noranda.

## APPENDIX "D"

### SICK BENEFIT PLAN

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

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

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

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

**APPENDIX "E"**

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

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

- (a) Pharmacist's Assistants shall be paid in accordance with the following progression schedule.

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

<u>Pharmacist's Assistant</u>	<u>Effective June 13, 1993</u>	<u>Effective June 16, 1996</u>
<b>Start</b>	<b>\$273.02</b>	<b>\$278.57</b>
<b>3 Months</b>	<b>301.79</b>	<b>307.34</b>
<b>6 Months</b>	<b>344.13</b>	<b>349.68</b>
<b>9 Months</b>	<b>388.55</b>	<b>394.10</b>
<b>12 Months</b>	<b>439.21</b>	<b>444.76</b>
<b>15 Months</b>	<b>489.88</b>	<b>495.43</b>
<b>18 Months</b>	<b>540.54</b>	<b>546.09</b>
<b>21 Months</b>	<b>596.40</b>	<b>601.95</b>
<b>24 Months</b>	<b>657.35</b>	<b>662.90</b>

- (b) A Christmas Bonus shall be paid to all regular full-time employees in the bargaining unit to be computed as follows:
  - (i) Employees with three (3) months' service as of December 1st of such year shall receive one-quarter (1/4) of one week's pay at their regular weekly rate as of such December 1st.
  - (ii) Employees with six (6) months' service as of December 1st of such year shall receive one-half (1/2) of one week's pay at their regular weekly rate as of such December 1st.
  - (iii) Employees with nine (9) months' service as of December 1st of such year shall receive three-quarters (3/4) of one week's pay at their regular weekly rate as of such December 1st.



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

**Apprentice Baker**

**Eff.  
6.13.93**

**Eff.  
6.16.96**

<b><u>Start</u></b>	<b><u>\$274.12</u></b>	<b><u>\$279.67</u></b>
<b><u>3 Months</u></b>	<b><u>311.18</u></b>	<b><u>316.73</u></b>
<b><u>6 Months</u></b>	<b><u>348.25</u></b>	<b><u>353.80</u></b>
<b><u>9 Months</u></b>	<b><u>385.32</u></b>	<b><u>390.87</u></b>
<b><u>12 Months</u></b>	<b><u>422.38</u></b>	<b><u>427.93</u></b>
<b><u>15 Months</u></b>	<b><u>459.45</u></b>	<b><u>465.00</u></b>
<b><u>18 Months</u></b>	<b><u>500.36</u></b>	<b><u>505.91</u></b>
<b><u>21 Months</u></b>	<b><u>541.28</u></b>	<b><u>546.83</u></b>
<b><u>24 Months</u></b>	<b><u>582.20</u></b>	<b><u>587.75</u></b>
<b><u>27 Months</u></b>	<b><u>623.11</u></b>	<b><u>628.66</u></b>

**Journeyman Baker**

<b><u>30 Months</u></b>	<b><u>\$663.97</u></b>	<b><u>\$669.52</u></b>
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**Bakery Department Head**

	<b><u>\$749.27</u></b>	<b><u>\$754.82</u></b>
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WAGE CARD FOR AGREEMENT NO. 0991201

JURISDICTION

FED  
PROV X  
PSSRA

AGREEM. EFFEC. DATE: 940614  
AGREEM. EXP. DATE: 970616  
NO. OF EMPLOYEES: 800

SETTLEMENT DATE: 940701  
WAGE EFFECTIVE DATE: 940614  
WAGE REOPENER DATE:

STAGE OF SETTLEMENT: MED  
DUR. OF NEGOTIATION: 05

SIC: 631

CMEAT

LOCATION: Province-Wide, Ont.

COLA: NONE X DELETED EXISTS INACTIVE

COMMENTS:

- > FIRST TIME SAMPLE ALTHOUGH BARGAINING UNIT EXISTED PREVIOUSLY AS PART OF
- > FILE # 04265
- > QUARTERLY COLA PAYMENTS ARE ELIMINATED

OCCUP.: SERVICE CLERK - LOCAL 633 - 24 MONTHS

HOURS WORKED: 37.00

PREV. NEG. BASE RATE: 17.766 + COLA FOLD-IN AMT: ( 0.000 ) = 17.766

DATE	RATE	%	DATE	RATE	%	DATE	RATE	%
940614	17.766	0.00	960616	17.916	0.84		0.000	0.00

WAGE INCREASES:

> 960616 - \$0.15 ATB

- > LUMP SUM PAMNTS:
- > CHNGS. IN INCR.:
- > SPEC. ADJ.:

OTHER:

- >
- >

\*\*\* PREVIOUS COLA INFORMATION \*\*\*

CARRY-OVER FLOAT = 0.000 FOLD-INS OF CARRY-OVER FLOAT: (Y or N)

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT

\*\*\* CURRENT COLA INFORMATION \*\*\*

CPI TYPE: > < # OF CALC. : COMP. FQ. :

COLA TYPE:

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- TRIGGER: >
- CAP: >
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- OTHER:

**Great Atlantic and Pacific Company of Canada, Limited, province-wide  
United Food and Commercial Workers International Union, Locals 175 and 633  
(AFL-CIO/CLC)**

(3,100 full-time and 6,400 part-time retail employees)

*Two 48-month renewal agreements effective from June 17, 1997 to June 17, 2001, settled in August 1997 at the mediation stage. Duration of negotiations - 5 months.*

Wages: Effective	June 16/97	June 14/98	June 13/99	June 18/00
General Adjustments (Top of Scale only)	20¢	20¢	30¢	35¢

• These adjustments are applied to the end rates of the wage progressions. For clarity, all employees hired prior to the date of ratification will receive the wage adjustments on the above-mentioned dates. Employees hired after the date of ratification will not receive the above-mentioned adjustments.

**Full-Time Employees**

**hired prior to ratification**

Weekly Rates

Service Clerk	\$278.57-\$670.30 (\$278.57-\$662.90)	\$278.57-\$677.70	\$278.57-\$688.80	\$278.57-\$701.75
Journeyman Meat Cutter	\$706.48 (\$699.08)	\$713.88	\$724.98	\$737.93

**hired after ratification**

Hourly Rates

Service Clerk (0-36 months)	\$15.25-\$16.00	\$15.25-\$16.00	\$15.25-\$16.00	\$15.25-\$16.00
Journeyman Meat Cutter (0-36 months)	\$15.50-\$16.25	\$15.50-\$16.25	\$15.50-\$16.25	\$15.50-\$16.25

**Part-Time Employees**

**hired prior to ratification**

All positions	\$6.85-\$14.55 (\$6.85-\$14.35)	\$6.85-\$14.75	\$6.85-\$15.05	\$6.85-\$15.40
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**hired after ratification**

All positions                      \$6.85-\$12.50                      \$6.85-\$12.50                      \$6.85-\$12.50                      \$6.85-\$12.50  
(0-8751 + hours)

**Hours of Work:**

Full-time employees, 37 per week; part-time employees, maximum of 24 hours per week (both unchanged).

**Paid Holidays:**

Full-time employees, 9 designated days plus 1 personal holiday for a total of 10 per year: part-time employee, 9 designated days with up to 8 hours' pay for each day, depending on number of hours worked during the preceding 4-week period. Minimum of 5 hours' pay for employees with 5 or more years' service (unchanged).

**Paid Vacation:**

Full-time employees, 2 weeks earned after 1 year, 3 after 5, 4 after 9, 5 after 16, and 6 after 23 (unchanged). Part-time employees, vacation pay equal to 4.0 per cent of previous year's earnings with less than 5 years' service, 6.0 per cent with 5 years' service, and 8.0 per cent with 9 or more years' service. Employees may take 3 weeks of vacation time off annually without pay; those with a minimum 9 years' service may take 4 weeks (unchanged).

**Health and Welfare:**

Dental Plan - Employer pays ~~24¢~~ (19¢) per full and part-time hour worked to Ontario Retail Employees Dental Benefit Trust Fund, with an additional contribution of up to 5¢ per hour worked if deemed necessary by the joint trustees.

Drug Plan for Part-time Employees (new addition) - Effective January 1, 1998, to be established for part-time employees who have 5 years' service or more, who are not otherwise covered, and who work 600 hours or more in the prior calendar year. The plan will have a \$25 annual deductible.

**Pension Plan:**

Early Retirement Incentive (new addition) - Full-time employees who qualify for, and elect within 90 days of ratification, early retirement under Canadian Commercial Workers Industry Pension Plan (CCWIPP) will receive the following added benefits:

- statutory severance pay,
- a lump-sum retiring allowance calculated at \$1,000 for each full or part year remaining to the employee's CCWIPP retirement without penalty date,
- a benefit package to age 65 covering major medical, prescription and vision care equivalent to coverage for active employees under the collective agreement,
- a part-time position with new hire status, excluding pension, at any store covered by the collective agreement.

Past Service Benefits (new addition) - Employer will contribute 6.5 million dollars to increase benefits for full and part-time employees.

**Bereavement Leave:**

Effective June 17, 1997, add grandparent, grandchild, brother-, or sister-in-law, to the definition of immediate family for up to 3 (1) days. Also, son- and daughter-in-law now added to provision for immediate family (new addition).

**Union Leave:**

Contract Negotiations- Employer to reimburse the union the cost of regular wages lost for up to 6 (5) full-time and 3 (2) part-time employees who are members of the negotiating committee.

0828505 E 1 Great Atlantic & Pacific Company of Canada, Limited  
0828505 E 2 United Food and Commercial Workers International Union  
0828505 E 3 retail employees  
0828505 F 1 Great Atlantic & Pacific Company of Canada, Limited  
0828505 F 2 Union internationale des travailleurs et travailleuses unis de l'alimentation et du commerce  
0828505 F 3 commis de detail

1061101 E 1 Great Atlantic & Pacific Company of Canada Limited  
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1061101 F 3 commis de détail