

SOURCE	CO		
EFF.	93	05	01
TERM.	97	08	07
No. OF EMPLOYEES	120		
NOMBRE D'EMPLOYÉS	120		

120 employees
National process

AGREEMENT this day of 1994

BETWEEN:

963003 ONTARIO LIMITED (Carlucci's YIG)
 _____ ONTARIO LIMITED (Trottier's YIG)
 (hereinafter called the "Employer")

- and -

UNITED FOOD AND COMMERCIAL WORKERS UNION,
 LOCAL 1000A
 (hereinafter called the "Union")

WITNESSETH and is hereby agreed as follows: -

ARTICLE 1 - PURPOSE

1.01 The Employer and the Union each represents that the purpose and the intent of **this** Agreement is to promote **co-operation and** harmony, to **recognize** mutual interests, **to provide a** channel through **which** information and problems may be **transmitted from** one to the other, **to formulate rules to** govern the relationship between the Union and the Employer, to promote efficiency **and service, to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.**

ARTICLE 2 - RECOGNITION

2.01 The Undersigned Employer required as a condition of their franchise agreement to participate in the terms of this Agreement, **recognizes** the Union (U.F.C.W. Local 1000A) **as** the sole and exclusive **bargaining** agency for all employees save and except Assistant Store Manager, Bookkeeper, part-time Bookkeeper(s), Owner/Manager and persons above the rank of owner/manager.

2.02 A full time employee covered by this agreement shall be an employee who is on the full time seniority list who is normally scheduled to work **40** hours each week, over a 5 day period. This shall not be construed as a guarantee of hours of work.

2.03 A part-time employee is one who is normally scheduled to work **twenty-four (24)** hours or less per week. No part-time employee shall work in excess of **twenty-four (24) hours** in any week, except as permitted by Article **3.04** of Appendix "A" of this Agreement. The conditions of work of part-time employees shall be governed by Appendix "A" of this Agreement.

ARTICLE 3 - UNION SECURITY

3.01 (a) It is agreed that all employees covered by this Agreement shall become and remain members of the Union in good standing as a condition of employment.

(b) New employees shall make application for membership in the Union at the time of their hiring and shall become and remain members of the Union in good standing, as a condition of employment. The Employer agrees that it will inform all new employees prior to or at the time of hiring of the Union security provisions of the Agreement.

3.02 The Employer shall, during the term of this Agreement, as a condition of employment, deduct from members of the bargaining unit the regular weekly Union Dues and such Dues shall be remitted to the Union prior to the 15th day of the month following the month in which such deduction is made. The Employer shall notify the Union of new full-time employees' classifications and rates of pay in addition to terminations, on a monthly basis. Deduction statements shall be documented by location, containing the full name of the employee and his starting date and social insurance number subject to the employee consenting to the use of his or her social insurance number. The Employer agrees to record the annual Union Dues deductions for each employee on his T4 Form.

- 3.03 In the event that such weekly Dues are changed during the term of the Agreement, such change must be given to the Employer by notice properly authorized by Union Officials and shall become effective within one (1) **month** following the date the notice is received.
- 3.04 New employees shall be documented and documents forwarded to the Union Office within two (2) weeks of **hiring**.
- 3.05 The first **thirty** (30) days **worked** at each store **shall** be considered a probationary period. It is understood between the Employer and the Union that a probationary employee **shall** be considered an employee for **all** purposes of the Agreement save that a probationary employee may be dismissed at any time during the probationary period.
- 3.06 The Employer agrees to forward to the Union Office on a monthly basis for each store, a complete alphabetical **listing** of **all** employees including their home address, **starting** date, department and **social** insurance number **subject** to the employee consenting to the use of **his** or her **social** insurance number, separated into **full** and **part-time**.

ARTICLE 4 - FUNCTIONS OF MANAGEMENT

- 4.01 The Union **agrees** that the Employer **has** the exclusive right and power to manage its business to **direct** the **working forces** and **to** suspend, discharge or discipline employees for just and **sufficient** cause, to **hire**, promote, demote, transfer **or** lay-off employees, **to** establish and maintain reasonable **rules** and regulations covering the operation of the stores, provided however, that any exercise of these rights and powers in **conflict** with any of the provisions of **this** Agreement **shall** be subject to the provisions of the Grievance Procedure as set out herein.
- 4.02 It is agreed that the direction of the working force **shall** be at the discretion of the Employer within the terms of **this** Agreement.

- 5.01 (a) No employee shall be discharged or disciplined except for just and sufficient cause. The Union agrees to co-operate in **an** endeavour to correct inefficiencies of employees which might necessitate disciplinary action. Discharge or discipline grievances may be settled by **confirming** the Owner's decision or by reinstating the discharged or suspended employee **with** full compensation for time lost, less interim earnings if applicable, **or** by any other arrangement which is just and equitable in the opinion of the parties or of a Board of Arbitration if the matter is referred **to** it.
- (b) The Owner agrees that whenever **an** interview is held with **an** employee regarding **his** work or conduct which becomes part of **his** record, the store steward or if there is no steward in the store then the Union Area representative **shall** be present at such interview. The party representing the Union will leave the meeting if **requested** to leave by the employee.
- 5.02 (a) **All** disciplinary warnings or reprimands **which** are placed in **an** employee's **record** and **all** notices of demotion for cause, **discharge** or suspension, shall be in **writing** and **shall** contain the reason for the warning, reprimand, suspension or discharge. One copy **shall** be given **to** the employee and one copy **shall** be given to the Employer and one copy **shall** be given to the Union Office **within** seven (7) days **of** the incident **giving** rise thereto.
- (b) A disciplinary warning or reprimand which is not in writing **shall** not be adduced in evidence against an employee in any subsequent disciplinary proceedings in which the employee is involved.
- (c) Disciplinary warnings and/or reprimands which **pre-date** a disciplinary action by more than one (1) year shall not be adduced in evidence against an employee in any subsequent disciplinary proceedings in which the employee is involved.

ARTICLE 6 - DISCRIMINATION

6.01 There shall be no discrimination on account of race, colour, creed, national origin, sex, age, or membership in the Union.

ARTICLE 7 - UNION SHOP CARDS

7.01 It will be the duty of the Employer to prominently display Union Shop Cards in all their establishments wherein Union members are employed. Those Cards shall remain the property of the Union and the Employer shall have their usage only until such time as the Union shall request their return. The Employer agrees to surrender same immediately upon demand by the Union.

The Employer further agrees that the employees may wear Union Buttons while on duty.

ARTICLE 8 - UNION PRIVILEGES

8.01 Authorized representatives of the Union shall be entitled to visit any store covered by this Agreement for the purpose of observing working conditions, interviewing members and ensuring that the terms of this Agreement are being implemented.

8.02 The Owners agree to recognize officers so designated, in writing by the Union from each store and to grant time off with pay as may be reasonably necessary to service any grievance or potential grievance within their hours of work that day within the store.

8.03 The Owner agrees to provide a bulletin board in each of its stores in a satisfactory place and agrees that the Union may post notices on such boards subject to the review and acceptance by the Owner. Such acceptance will not be unreasonably withheld.

ARTICLE 9 - SHOP STEWARDS

9.01 The Union shall have the right to appoint one (1) Shop Steward and one (1) alternate Shop Steward for the store.

ARTICLE 10 - SENIORITY

10.01 Seniority shall be recognized by the Employer and ~~shall~~ be based on the length of continuous service while in the bargaining unit with the employer. It is agreed that employees ~~will~~ continue to acquire and exercise seniority on a departmental basis (grocery-produce, bakery, deli, meat) within the bargaining unit basis.

10.02 Regular full-time employees ~~shall~~ not attain seniority ~~until~~ they have completed a probationary period with the Employer. Such probationary period ~~shall~~ be thirty (30) days worked at each store. However, should a probationary employee complete such service, ~~his~~ seniority will date back to the commencement of ~~his~~ continuous full-time employment.

10.03 (a) Employees with less than one (1) year's service at a store will be given one (1) ~~week's~~ notice of lay-off or one (1) ~~week's~~ pay in lieu of notice. Employees with more than one (1) year's service at a store will be given two (2) ~~weeks'~~ notice of lay-off or two (2) ~~weeks'~~ pay in lieu of notice. Employees with more than two (2) years but less than five (5) years of service will be given three (3) ~~weeks~~ notice or three (3) ~~weeks~~ pay in lieu of notice. Employees with more than five (5) years but less than eight (8) years of service will be given four (4) ~~weeks~~ notice or four (4) ~~weeks~~ pay in lieu of notice. For clarity this provision is not in addition to Employment Standards Act.

(b) Lay-off and re-employment ~~shall~~ be based on seniority, availability, qualifications and ability to perform the ~~work~~.

10.04 Seniority lists for full-time employees shall be posted by the Employer quarter annually.

- 10.05**
- (a) Persons outside the bargaining unit returning to the bargaining unit shall return to a position no higher than their former position in the bargaining unit.
 - (b) Persons returning to or entering the bargaining unit, shall not cause the demotion of employees within the bargaining unit.
 - (c) Anyone promoted to a Management position subsequent to the date of ratification of this Agreement will **maintain** bargaining unit **seniority** based on their length of service **within** the bargaining unit.
 - (d) A person who **has** never been in the bargaining unit **shall** not enter the bargaining unit **unless** bargaining unit employees who are on lay-off and who have **recall** rights have declined their right for recall provided the employee on recall **has** the necessary ability, qualification to perform the work.

10.06 An employee **shall** lose **his seniority** and **shall** be terminated **from** the employ **of** the Company if he:

- (a) .voluntarily leaves the employment of the Employer;
- (b) is discharged for cause;
- (c) is **absent** from work **for** more than three (3) working days without prior notification **to** the Employer;
- (d) is absent from work due to sickness or disability for more than three (3) days and fails upon return to work to produce a certificate from a medical practitioner verifying such absence and substantiating the reason for such absence;
- (e) fails to return to work after a recall from lay-off within seven (7) days after the delivery of notice of recall by registered mail;

- (f) fails to return to work upon the conclusion of a leave of absence unless **his** failure to return is for reasonable cause;
- (g) fails to take a medical examination by a qualified medical practitioner when requested by the Employer;
- (h) is not recalled to work when laid off due to lack of work, his name shall be retained on the seniority list for an eighteen (18) month period or the length of his seniority, whichever is the lesser, but in no event, less than **six (6)** months.

10.07 The Owner agrees to recognize the accumulation of the seniority of **an** employee who is absent **from** work due **to** sickness, accident or compensation upon **his** return to work.

- 10.08**
- (a) In the event of a vacancy **occurring** for any full-time bargaining unit position employees covered under Appendix "A" of **this** Agreement **shall** receive preference for such full-time positions provided they have the necessary availability, ability **and** qualifications to perform the work.
 - (b) **ALL** fulltime bargaining unit **positions** will be posted for a **period** of 5 working **days**. All interested employees will be eligible to apply for **such** positions in **writing**.

- 10.09**
- (a) **Full** time employees who are laid off from **full** time employment **shall** if they **so** desire, be placed **on** the part time seniority list based **on** the length of their accumulated **full** time and if applicable part time service **with** the Employer and **shall** be given preference for available part time work in so far **as** that length of service entitles them. **Such** employees **shall** be eligible for vacation entitlement based on that length of service. Such employees **shall** receive the lesser of their fulltime hourly rate at that time of their lay off or the end rate of their part time wage progression.
 - (b) **Full** time employees who voluntarily terminate from **full** time employment **shall**, by mutual agreement **with** the Owner, be placed on

the part time seniority list based on the length of their accumulated full time and if applicable part time service with the Employer and shall be given preference for available part time work in so far as that length of service entitles them. Such employee shall be eligible for vacation entitlement based on that length of service. Such employee shall receive the lesser of their full time hourly rate at the time of their termination or the end rate of the part time wage progression.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

11.01 Employees are **expected to** attend work regularly. When unable to attend, the Manager, or designate must be notified, **as soon as** it is reasonably possible prior to the commencement of the **scheduled shift** of the employee, **giving** the reason why the employee is unable to attend, when he **expects to return** to work and how the Owner or designate can **call** him relative to **his** absence.

11.02 The basic work week for full-time employees will consist of forty **(40)** hours per week, made up of five (5) days of eight **(8)** consecutive hours duration. A night **shift** premium of *fifty five (55) cents* per hour shall be paid to any **full-time** or part-time employee who works on a night **shift** commencing at **12** a.m. midnight and ending not later than **8:30 am.** and such **shift shall** be eight **(8)** hours in duration. In the event a regularly **scheduled** night **shift** of forty **(40) hours** is implemented, such night **shift shall** be **scheduled** on the basis of five (5) consecutive nights of eight **(8) hours** in duration.

Any full-time or part-time employee who is scheduled to work beyond **11** p.m. shall be paid a *thirty cents (30¢)* per **hour** premium for all hours worked beyond normal store closing time.

- 11.03**
- (a) Overtime at the rate of time and one-half **(1-1/2)** the regular hourly rate will be payable after eight **(8)** hours in a day and forty **(40) hours** in a week for all full-time employees. Employees who are required to work on their scheduled day off shall work no less than four **(4)** hours.
 - (b) Overtime at the rate of two **(2)** times the regular hourly rate will be payable for all hours worked on Statutory Holidays. Sunday work shall

be on a voluntary basis. Any employee scheduled for Sunday work shall be scheduled for a **minimum of two (2) hours**.

- (c) i) The Employer agrees **that** the store will not be opened for customer shopping convenience on Sundays **unless** legally permitted to do **so** under the Retail Business Holidays **Act**.
- ii) Sunday work shall be over and above the forty **(40)** hour work week for fulltime employees **unless** mutually agreed otherwise between the owner and the employee concerned. Sunday work **shall** be part **of the** twenty-four **(24)** hours per week for part **time** employees.

Sunday work is voluntary for all employees.

Any employee who volunteers and is scheduled to work on a Sunday **shall** be paid their regular hourly rate plus \$1.60 premium for **every** hour worked **unless** such **hours** command a higher payment pursuant to legislation then the \$1.60 per hour premium will not apply.

- (d) **An** employee called back **to** work after the completion of **his shift** or **called in** more than three (3) hours prior **to** the commencement of **his shift will** receive **two (2)** times the standard rate of pay for **such** hours and all such work **shall** be on a voluntary **basis**.
- (e) The employer may schedule **staff** meetings of up to **2 hours** duration not more than four **(4)** times per calendar year. Employees who have legitimate reasons and are unable to attend the **scheduled** meeting shall be accomodated **by a secondary meeting**. For clarity, **the** rate payable is the straighttime, etc.

11.04 **During** each work day, employees shall be granted **two (2)** rest periods with pay of fifteen **(15)** minutes in duration each and one **(1)** hour unpaid (one-half [1/2] hour by mutual consent) meal period, scheduled at the mid-point of each **half shift** and the mid-point of the daily **shift**. When an employee works

in excess of three (3) hours over-time in which there is no meal period, the employee shall be entitled to receive a paid rest period of fifteen (15) minutes.

- 11.05** Employees will be allowed one (1) **full** day off each week. An employee's day off and **his** schedule of daily hours shall be posted not later than Friday at 9:00am the previous week. The store steward will be given a copy of work schedules. Employee's meal periods shall be based on the commencement of their **shift**. Employees will be given three (3) working days notice of changes in their regular working schedule, except for absences and where the employee and the Owner mutually agree to the change or in the case of emergency, **fire, Flood** and major accident.
- 11.06** Employees may be designated to work two (2) nights per week for customer shopping convenience after 6:00 p.m.
- 11.07** The Owner agrees that the store will not be open on the evenings of Christmas Eve, **Christmas** Day or the **evening** of New Year's Eve.

ARTICLE 12. STATUTORY HOLIDAYS

- 12.01** The **following** holidays shall be recognized as legal holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Day	

- 12.02** To qualify for pay for a legal holiday, the employee must work **his** last scheduled working day preceding the holiday and **his** first scheduled working day after the holiday **unless** he **has** secured permission **from his** Store Owner or **his** designate to be absent on one of the qualifying days. Employees who are off on compensation, accident or **illness shall** receive legal holiday pay if they have worked **within** fifteen (15) days of the holiday. They shall receive the difference between the legal holiday pay and what they otherwise receive from the Insurance Company and or Worker's

Compensation. Should a legal holiday **occur within** an employee's leave of absence, he shall not be paid for such legal holiday.

An employee required to work on any of the aforementioned holidays shall receive two **(2)** times **his** regular hourly rate for all **hours** worked.

12.03 Work on any of the aforementioned holidays shall be voluntary and no employee shall be coerced to work.

ARTICLE 13 - VACATIONS

13.01 Employees who have been employed by the Company for less than one (1) year at March 1 shall be paid vacation as outlined in the Employment Standards Act.

13.02 Employees who have been employed for more than one (1) year but less than five (5) years at March 1 shall be entitled to two (2) weeks vacation with pay or four (4%) whichever is greater.

13.03 Employees who have been employed for more than five (5) years but less than ten (10) years at March 1 shall be entitled to three (3) weeks vacation with pay or six (6%) whichever is greater.

13.04 Employees who have been employed for more than ten (10) years but less than eighteen (18) years at March 1 shall be entitled to four (4) weeks vacation with pay or eight (8%) whichever is greater.

13.05 Employees who have been employed for more than eighteen (18) years or more at March 1 shall be entitled to five (5) weeks vacation with pay or ten (10%) percent whichever is greater.

13.06 The qualifying date for vacation entitlement shall be March 1st of the current year. The percentage entitlement shall be based on T4 earnings in the previous calendar year. Notwithstanding the above where an employee is absent on layoff, leave of absence, sickness, pregnancy leave, accident (not including WCB) and such absence is for a period longer than one (1) month

then **his** vacation benefits shall be paid on a pro rata basis. When an employee **has** been absent for more than one (1) year he shall not be entitled to vacation pay regardless of the reason.

13.07 When a legal holiday **as** defined in Article 12 **occurs** during the employee's vacation period, the employee shall be entitled to receive either one (1) day's extra vacation or one (1) day's pay, as follows:

- (a) Wherever possible, the extra day is to be taken in conjunction with the vacation, at either the beginning or the end of the vacation period, i.e., Saturday preceding **or** Monday **following**.
- (b) In certain **cases**, the employee may wish to save the extra day for a special occasion later in the year. the day off will be by mutual agreement between the employee and the owner.
- (c) **I**f the day prior **to or** succeeding the vacation period cannot be given and the employee **does** not wish to take it at a later date, he would then receive an extra day's pay.
- (d) Arrangements under **this** section **are to** be completed prior to the commencement **of** the vacation period.

13.08 The completed vacation schedule **shall** be posted on May 1 **of** each year. The owner **agrees** that they **will** not change the vacation period **of** any **employee unless** unforeseen **circumstances** arise. It is understood that the Owner shall at all times be entitled to maintain a sufficient and **qualified** workforce. Such **changes shall** be by mutual consent between the employee and the owner. Any employee who has not submitted their vacation plan by April 15 **will** only be permitted to book vacation at a time that **will** not interfere with another **employee's** vacation. The Union encourages all employees to submit their vacation plans as early as possible.

13.09 **An** employee who becomes disabled and is eligible for; and properly qualifies for; to the satisfaction **of** the carrier, Weekly Indemnity Benefits, while **on** vacation, excluding the first three days **of** sickness, if applicable, shall revert

to Weekly Indemnity Benefits and the balance of **his** vacation will be held in abeyance and will be taken at a later time to be mutually agreed upon between the Employer and the employee.

ARTICLE 14 - COMPENSATION

14.01 The Employer agrees that it **will** continue to be enrolled under the provisions of the Workers' Compensation **Act** of Ontario for all employees. The Employer will **also** pay an employee for the remainder of the **shift** in **which** the accident occurred that would require the employee to take time **off**.

ARTICLE 15 - GRIEVANCE AND ARBITRATION

15.01 Either the Employer, the Union or **any** employee **has** a right to lodge a grievance with **respect** to any matter **arising** out of this Agreement or concerning the interpretation, application or alleged violation of **this Agreement**.

15.02 Any employee believing that he **has** been unjustly dealt with or that the provisions of **this** Agreement have not **been** complied **with**, **shall** have the right to place such grievances in the **hands** of the Union for review and adjustment by the Employer, if necessary. **Such** grievances **shall** be processed **as follows**: -

STEP ONE

Between the employee concerned, **his** Union representative and the **Owner**. The grievance must be filed **within** eighteen (18) **working** days after the event giving rise to the grievance occurs and **within** **this** period of time it **shall** be discussed at **this** Step. The Owner **shall** give an oral decision within four (4) **working** days **from** the date the discussion took place. If the Union wishes to appeal to the next Step, the grievance **shall** be reduced to **writing** and the appeal **shall** be filed with the Owner **within** **six** (6) **working** days from the Owner's oral decision.

STEP TWO

Between the employee concerned, the Union representative, the Department Manager, and the Owner. The discussion at this Step shall be held within seven (7) working days of the date of the appeal. The decision of the Employer at ~~this~~ Step shall be in writing and be made within four (4) working days of the date of the meeting. Should the Union wish to appeal, such notice of appeal must be in writing to the owner/operator within one (1) week of the decision of the Company at **STEP TWO**.

STEP THREE

The grievance shall be forwarded to the Employer, which shall have one (1) week to dispose of the grievance. The disposition shall be in writing and returned to the officers of the **Union**. If considered necessary by the parties, a meeting may be held by the parties and may include the interested persons. If a meeting is held, the decision shall be given to the other party within seven (7) days from the date of the meeting.

- 15.03** In the case of a **dismissal**, a grievance may be filed by **an** employee who **feels** he **was** unjustly dealt **with**. Such Grievance must be filed **within** five (5) working days from the date of **dismissal** and shall commence at **STEP TWO**. In any subsequent disposal of **this case** during the grievance procedure, the Employer may **re-instate** the employee with **full** back pay, suspend the employee for a definite period or **sustain** the discharge.
- 15.04** Grievances concerning rates shall be handled in accordance with the above procedure and the disposition of such grievances, if **sustained**, shall include the determination of the effective date of the increase with **retro-activity** thereto.
- 15.05** The Employer and the Union may file grievances commencing at **STEP THREE**.
- 15.06** (a) Failing settlement under the foregoing procedure, such grievance may be submitted to Arbitration, as hereinafter provided;
- (b) The time limits as prescribed above may be modified by mutual agreement of the parties.

ARBITRATION

15.07 Should the grievance involve the misinterpretation ~~or~~ alleged violation of the Agreement, either party may be free to appeal to Arbitration from **STEP THREE** within thirty-one (31) days from the date the decision was given at **this STEP**. The party **requesting** Arbitration shall advise the party in writing of its request, together with a statement **as** to the issue to be arbitrated and shall include in its notice the name and address of its Nominee to a Board of Arbitration. The other party shall within one (1) week ~~of~~ its receipt of the notice nominate its member to the Board of Arbitration **and so** advise the other party. **If** the **two** Nominees are unable to agree upon the choice of a third Member to **act as** Chairman, **the** Minister of Labour for the Province ~~of~~ Ontario **shall be** requested to appoint a Chairman. The Board **shall hear** their dispute and the decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs and **shall be** final **and binding** upon the parties.

The Board of Arbitration **shall** not have **any** jurisdiction to alter or modify **any** ~~of~~ the provisions of **this Agreement**, **nor** to substitute any new provisions in **lieu** thereof, **nor** to make **any** decisions inconsistent **with** the terms **and** provisions of **this** Agreement.

Each of the parties hereto will bear the **expenses** of the **Nominee** appointed by it **and will s h e** equally the expenses of the **Chairman of** the **Board of** Arbitration.

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

15.08 The parties **agree** that **an** Arbitration Board **shall** have the power to award compensation or damages to any party who, ~~or~~ employee who is dealt with contrary to the provisions of **this** Agreement.

ARTICLE 16 - WAGES

16.01 The following minimum rates of pay will become effective August 7, 1994 for these classifications within the bargaining unit.

Grocery-Produce Clerk
Cashier Wrapper Service

start \$6.80
6 months 8.10
12 months 9.40
18 months 10.70
24 months 12.35

<u>Bakery Mgr (Scratch)</u>	\$15.35	<u>Meat Cutter</u>	
<u>Produce Manager.</u>	\$16.35	start	\$ 8.70
<u>Meat Manager</u>	\$16.35	6 months	9.70
<u>Deli Manager</u>	\$13.40	12 months	10.70
<u>Bakery Mgr(Bakeoff)</u>	\$13.40	18 months	11.70
<u>Combination Mgr</u>	\$13.40	24 months	13.65
<u>(Deli/Bakery)</u>			
<u>Night Crew Chief</u>	\$13.40		
<u>Service Manager</u>	\$13.40*	(less 50 cents at Trotter's YIG)	

16.02 Effective as of August 7, 1995, the employer will increase the full-time end rates of pay .20 cents per hour.

The following minimum rates of pay will become effective as August 7, 1995 for these classifications within the bargaining unit.

Grocery-Produce Clerk
Cashier Wrapper Service

Start \$6.80
6 months 8.10
12 months 9.40
18 months 10.70
24 months 12.55

<u>Bakery Mgr (Scratch)</u>	\$15.55	<u>Meat Cutter</u>	
<u>Produce Manager.</u>	\$16.55	Start	\$ 8.70
<u>Meat Manager</u>	\$16.55	6 months	9.70
<u>Deli Man —</u>	\$13.60	12 months	10.70
<u>Bakery(Bakeoff) Mgr</u>	\$13.60	18 months	11.70
<u>Combination Mgr (Deli/Bakery)</u>	\$13.60	24 months	13.85
<u>Night Crew Chief</u>	\$13.60		
<u>Service Manager</u>	\$13.60* (less 25 cents at Trotter's YIG)		

16.03 Effective as of August 7, 1996, the employer will increase the full-time end rates of pay **.15 cents per hour.**

The following minimum rates of pay **will** become effective August 7, 1996 for these **classifications within the bargaining unit.**

Grocery Produce Clerk
Cashier Wrapper Service

start	\$6.80
6 months	8.10
12 months	9.40
18 months	10.70
24 months	12.70

<u>Bakery Mgr (Scratch)</u>	\$15.70	<u>Meat Cutter</u>	
<u>Produce Manager.</u>	\$16.70	Start	\$ 8.70
<u>Meat Manager</u>	\$16.70	6 months	9.70
<u>Deli Manager</u>	\$13.75	12 months	10.70
<u>Bakery Mgr(Bakeoff)</u>	\$13.75	18 months	11.70
<u>Combination Mgr (Deli/Bakery)</u>	\$13.75	24 months	14.00
<u>Night Crew Chief</u>	\$13.75		
<u>Service Manager</u>	\$13.75		

16.04 Notwithstanding the above a fulltime employee currently moving **through** the progression will receive **an** amount equal to the end rate increases for the

balance of the progression he is currently at and then shall proceed on the wage grid as set out in the collective agreement.

16.05 Those employees who are paid a rate of pay beyond the end rates shall receive those increases set out above.

16.06 The Company may, from time to time, introduce incentive programmes in addition to the prevailing wage schedules.

16.07 (a) When an employee is temporarily assigned by the owner or **his** designate, for more than two **(2)** days in a calendar week to perform the majority of the duties of the Produce, Meat, Deli, Service, or Bakery Manager, they **shall** be paid the appropriate rate of pay for that classification to a **maximum** of \$2.00 per hour retro-active to the first day of such temporary assignment. Temporary assignments, when **filled**, will be **filled** by seniority provided the senior employee **has** the qualification and ability to **perform** the work.

For clarity the majority of the duties means half the duties or more.

(b) **On** the same **basis as outlined** above, the rate of pay for Assistant **Store** Manager and Bookkeeper, shall be paid \$1.00 per hour for each **hour** worked.

ARTICLE 17 - CO-OPERATION

17.01 (a) The union **shall** be notified in **writing** of **all** Company Rules and Regulations covering those covered by **this** Agreement.

(b) The Union agrees to co-operate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and **good** housekeeping of the store, washrooms and lunchrooms and in caring for equipment and machinery.

17.02 The owners agree **to** provide a microwave and a fridge in the employees' lunchroom **within** three (3) months of ratification, and where the microwave

and/or fridge are broken through the carelessness and or horseplay then they are not subject to replacement by the owner.

ARTICLE 18 - PART-TIME HELP

18.01 It is agreed and **recognized** by both the Union and the Employer that due to the nature **of** the Employer's business it may be necessary to employ both full-time and part-time employees. The Employer agrees that part-time employees will not be **scheduled** to work in excess **of** twenty-four **(24)** hours per week, except as specified in Appendix "A", Article 3.04.

ARTICLE 19 - NO STRIKE, NO LOCK-OUT

19.01 There will be **no** strike or lock-out during the term of **this** Agreement. The Employer **has** the exclusive right to determine what merchandise will be carried in its store, except that the Employer agrees that, in the event of a legal strike in the plant of a supplier, it will not handle merchandise from **such** plant, provided however, that merchandise that **was on** the premises of the Employer or in transit **to** the Employer's premises **at** the time such legal strike commenced, will be **handled**. In the event of **strikes**, lock-outs or **similar** problems involving suppliers of **goods** or service, **the** Employer and the Union agree **to** meet and **discuss** such situation **as** it involves **the** parties **to** this Agreement, to endeavour **to** solve such problems in the best interest of the Employer, the **Union** and the employees, to the best of the abilities of the parties.

ARTICLE 20 - FIRST AID KITS

20.01 First Aid **Kits** shall be provided and maintained in the store.

ARTICLE 21 - NOTICE OF ABSENCE AND LEAVE OF ABSENCE

21.01 (a) Employees are expected to attend work regularly. When unable to attend, the Owner, or designate must be notified, as soon as it is reasonably possible prior to the commencement **of** the **scheduled shift** of the employee, giving the reason why the employee is unable to attend,

when he expects to return to work and how the Owner or **his** designate can call **him** relative to **his** absence.

- (b) The Owner may require the employee to produce a medical certificate for absences of three (3) days or **less** from a **duly** qualified medical practitioner upon **his** return to work. It is understood between the Union and the Owner that **this** provision will be acted upon only by the Industrial Relations Department.

The Owner agrees to pay **an** employee for the additional cost incurred in obtaining the certificate beyond what O.H.I.P. provides.

- 21.02** The Owner may grant leave of absence without pay **to** any employee for legitimate reasons. Such permission and request are **to** be in writing on the standard leave of absence request form **two (2)** months in advance, except in any emergency. The Owner reply to the request for leave of absence **will** be given **within two (2)** weeks, provided the Owner or **his** designate involved is not absent on vacation, sickness, etc., in which event the reply **will** be given within one (1) week **following his return**. **When** leave of absence is **granted**, there **shall** be **no** loss of seniority. **A claim** that the Owner withheld permission without justification may be the subject of a **grievance** and processed **accordingly**. Any leave of absence granted in conjunction with the employee's vacation **will** be **deemed** to follow **his** vacation **period**.

- 21.03**
- (a) A female employee may be granted leave of absence without pay for pregnancy. The provision **of** the Employment Standard **Act shall** govern. **During** such leave of absence, wage adjustments **under** the automatic progression schedule **shall** cease. The Owner may require the employee to take a medical examination by **a** duly qualified medical practitioner designated by the Company.
 - (b) The Owner may grant a leave of absence, without pay, for the purpose of legal adoptions. The Adoption Agency's requirement will be considered in determining the duration of such leave.

- (c) Notwithstanding 21.03 (a) and (b) the Employment Standards Act of Ontario shall govern maternity, paternity, family and adoption leaves.

21.04 The Owner agrees that **an** employee appointed by the Union as a full-time representative **shall** be granted leave of absence without pay while serving in such capacity. Such persons shall continue to accumulate seniority while serving as Union representatives and shall be entitled to return to the bargaining unit should their service be terminated by the Union, with **full** accumulated seniority.

21.05 An Arbitration **Board** dealing with a grievance involving discharge or **loss** of seniority of **an** employee resulting from **an** absence **caused** by a **Court** conviction (where the Owner **has** refused to grant leave of absence for **such** conviction) **shall** have the power to reinstate the employee with **full** seniority rights or by any other arrangements which is just in its opinion. In determining **this** question, the **Board shall** consider the nature of the offence for which the employee was convicted, the duration of the conviction, the **length** of service of the employee and **his** work record.

- 21.06**
- (a) **An** employee who is **required** to serve on a jury **shall** be compensated for **days** actually spent **on** jury duty **when** he would, **otherwise**, have been at work to a maximum of ten **(10)** working days.
- (b) The employee **shall** receive the *difference between his* jury fees and **his normal** day's pay for that **time** he would **have been** regularly employed had he not **been** serving on the jury. The employee **shall** be required to report immediately upon being **excused** or released from jury duty where such reporting is reasonable under the circumstances.
- (c) The **Claim** of an employee **shall** be verified by presentation of **his jury** duty cheque; however, **no** payment shall be made for any **hour** for which the employee receives compensation by the Employer for any other reason. Payment shall not be withheld pending submission of the jury duty cheque.

- (d) Any employee subpoenaed to attend as a witness on behalf of the Company or the Crown shall be entitled to the difference between **his** witness fee and **his** normal day's pay.
- (e) In the event an employee serves on **jury** duty ~~from~~ Monday through Friday, he will not be *required* to work Saturday.
- (f) In the event an employee is required to serve on jury duty during a week in which he would be normally scheduled to work on the night crew, he must **notify** the Owner immediately upon receiving the notice to serve **so** that he can be rescheduled to the day **shift**.

ARTICLE 22 - BEREAVEMENT PAY

22.01 Should a bereavement **occur** in **an** employee's immediate family (parent, parent-in-law, spouse, child, brother, sister, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchild) the employee **shall** be granted **such** time off from work with pay **as** is reasonable under the circumstances, up to a **maximum** of **three (3)** days.

ARTICLE 23 - RETRO-ACTIVITY

23.01 No part of **this** Agreement **shall** be deemed retro-active **unless** specifically stated. All provisions contained in **this** Agreement, **unless** specifically stated to be retro-active in nature, **are** effective on the date **of** ratification of **this** Agreement.

ARTICLE 24 - NOT TO BE UNLAWFUL

24.01 **Nothing** in **this** Agreement shall require the Owner or the Union to take action which shall be unlawful by reason of any present or future statute, Order or Regulation of Canada or the Province of Ontario.

ARTICLE 25 - GENERAL

- 25.01 Where the obligation of the Owners and the Union to accomodate an employee via the **Human** Rights Code may conflict **with** the terms and provisions of the collective agreement, the h e r and the Union **may** by mutual consent modify the collective agreement to meet the conditions of the accomodation of the employee.
- 25.02 A fulltime **and** part time Boot allowance, if required by government agency, will be reimbursed (with receipts) up to \$40 every 2 years.
- 25.03 The Owners **will** reimburse **an** employee who is obligated to travel and uses their own vehicle to attend a meeting for Company business. Reimbursement **will** be based on 25 cents per kilometer.
- 25.04 **On** a biannual basis, fulltime and part time employees will have the opportunity to purchase new **uniforms** on a 50% of cost basis to a **maximum** of 1 for part time and 2 for fulltime.

ARTICLE 26 - GENDER

- 26.01 It is understood that the use of the masculine gender **shall** include the female gender.

ARTICLE 27 - TERM OF AGREEMENT

- 27.01 (a) This Agreement **shall** come into force and effect on the 1st day of May, 1993, and shall continue to the 7th day of August, 1997 and **shall** thereafter be automatically renewed for the period **of** one (1) year **unless** either party, on written notice to the other, within a period of not more than ninety (90) days before the expiry date serves notice **of** intent to terminate or modify the Agreement.
- (@) In the event either party serves notice of a desire to negotiate changes into this Agreement as above set out, it is agreed that the Employer and

the Union, without undue delay, shall begin negotiations on the proposed changes.

- (c) Pending the results of negotiations, neither party shall change the conditions existing under the Agreement.

DATED AT TORONTO this 4 day of April, 1994. 1995

On behalf of the Employer

On behalf of the Union

Mary Carlucci

[Handwritten Signature]

[Handwritten Signature]

Steve Byrne

APPENDIX "A"

ARTICLE 1 - PURPOSE

1.01 The provisions contained in Article 1, 2, 3 (except 3.05), 4, 5, 6, 7, 8, 9, 10.08 (a) and (b), 11.02, 11.03 (c), 14, 15, 16.07, 18, 19, 20, 21, 23, 24, 25, 26, 27 of this Agreement affect all employees covered by this Appendix.

ARTICLE 2 - RECOGNITION

2.01 For the purpose of this Appendix, a part-time employee is **an** employee who is normally scheduled to work twenty-four (**24**) hours per week or less. Part-time bookkeeper(s) are excluded from the bargaining unit.

ARTICLE 3 - SENIORITY AND UNION SECURITY

- 3.01 (a) A part-time employee must serve a probationary period of sixty worked days or three calendar months, whichever comes first. Such probationary employee shall be considered **an** employee for **all** purposes of the agreement save and except that a probationary employee may be dismissed at any time during the probationary period.
- (b) A seniority list for part-time employees will be updated where applicable and posted semi-annually.
- (c) A part-time employee who accepts fulltime employment with **an** immediate retail food competitor will be required to terminate their employment. **This** condition may be waived by the employer.
- 3.02 (a) Seniority shall begin after the employee's probationary period has been served. Lay-offs and re-employment shall be based on seniority, availability, ability and qualifications to perform the work. Where a part-time employee who becomes a full-time employee they will be required to serve the full-time probationary period and will be given a seniority credit of fifty (50%) percent of their part-time seniority up to a

maximum of twelve (12) months and they will be given the greater of their part-time rate or the rate which their full-time seniority credit gives them and they shall proceed from that point in the full-time wage progression. If for some reason the employee reverts to part-time during the probationary period there will be no loss of seniority. The seniority rights of an employee shall be terminated after six (6) months following lay-off due to lack of work. In the event of an opening occurring in the full-time staff, employees covered under this Appendix shall receive preference for such full-time position providing they have the necessary seniority, ability and qualifications to perform the work.

- (b) Part-time employees are expected to attend work in accordance with their schedule of hours. When unable to attend, the employee must notify the Owner, or designate prior to his scheduled starting time, giving the reason why he is unable to attend.

3.03

- (a) The weekly schedule of hours of work shall be allotted according to seniority by store, providing the senior employee(s) has the necessary ability and qualifications to perform the work and is available.

For clarity the owner will schedule part-time hours so that the senior part-time employee(s) will have the opportunity to work a weekly schedule of hours that may be up to twenty four (24), but in no event less than a junior part-time employee(s), provided they have the necessary ability and qualifications to perform the work and are available.

In the event of hours of work becoming available, within a given week, beyond the schedule of hours for that given week, due to approved leave of absences, sickness, compensation, bereavement and/or an unanticipated increase in business; the Owner will call the most senior part-time employee not scheduled that day provided the employee is available and has the qualifications to perform the available work.

- (b) The assignment of hours set out in 3.03(a) will result in the schedule of daily hours being posted by not later than Friday at 9:00am of the

previous week. the store steward will be given a copy of work schedules. Employees' meal periods will be based on the commencement of their shift.

- (c) The employer may schedule staff meetings of up to 2 hours duration not more than four **(4)**times per calendar year. Employees who have legitimate reasons and are unable to attend the scheduled meeting shall be accomodated by a secondary meeting. For clarity, the rate payable is the straight time, etc.

3.04 It is agreed and recognized by both the Union and the Employer that due to the nature of the Employer's business, it may be necessary to employ both full-time and part-time employees. The Employer agrees that part-time employees will not be scheduled to work in excess of twenty-four **(24)**hours per week, except in the following circumstances: -

- a) when a full-time employee is absent on Union duties;
- b) in a store in which an employee is absent due to illness, accident, compensation or bereavement or **an** emergency (power failure, snow storm, refrigerator breakdown, etc.) in the **said** store;
- c) to cover off for vacations;
- d) where an employee is on a leave of absence provided the Union is notified of such leave **of** absence;
- e) from December 1st to **January** 1st;
- f) during the months of May 1st through September 1st;
- g) for the two **(2)** weeks previous to and eight **(8)** weeks directly following the opening of a new store and the commencement date of promotional activities in a store which has been completely refurbished.
- h) during the six **(6)**working days immediately preceding a legal holiday;
- i) for training purposes;
- j) during promotional periods when an increase in business is anticipated.

3.05 (a) In the event that a part-time employee works more than **24** hours in a given week for reasons other than as outlined in Article 3.04 they shall be paid a bonus of forty cents (\$.40) per hour for all such hours worked in excess **of** twenty four hours.

- (b) Part-time employees who perform work in the cash office or for the cash office will be paid a premium of twenty-five cents (\$.25) for each hour of work. For clarity, said part-time employee will receive the premium for the entire scheduled shift.

3.06 The provisions contained in Article 3 of this Agreement (except Article 3.05) affect all employees covered by this Appendix .

ARTICLE 4 - HOURS OF WORK

The regular working day shall consist of up to eight (8) hours for **all** employees. Part-time employees or a combination of part-time employees will not be used to the extent that they displace existing full-time employees or, except in the event of sales and/or profit declines, reduce the current level of full-time employees.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.01 The provisions of Article 11.01, 11.03, 11.04 of this Agreement will apply.

5.02 A store which closes at 6 p.m. for customer shopping convenience may schedule a part-time employee to work less than four (**4**)hours i.e. 3-6, 4-6, 5-6 or some variation thereof. A store which is open for customer shopping convenience beyond 6 p.m. will schedule part-time employees a minimum of four (**4**) hours, notwithstanding Article **11.03(b)** regarding Sunday Work.

ARTICLE 6 - STATUTORY HOLIDAYS

- 6.01 a) The provisions contained in Article 12.01 of this Agreement affect all employees covered by this Appendix.
- b) To qualify for pay for a legal holiday, the employee must have: -
 - (i) three (3)months' service with the Owner;
 - (ii) worked at least thirty two (32) hours during the four (**4**) weeks immediately preceding the week during which the legal holiday occurs;

- (iii) worked on his last scheduled shift preceding and his first scheduled shift following the legal holiday.

An employee who so qualifies, shall receive legal holiday pay based on his average number of daily hours worked (exclusive of daily overtime) during the four (4) weeks immediately preceding the week during which the legal holiday occurs, times his standard rate of pay.

ARTICLE 7 - VACATIONS

7.01 (a) Employees with less than five (5) years' seniority **shall** receive Vacation Pay Allowance of four percent (4%) of their **earnings** during the previous calendar year. Employees with five (5) or more years' service as at March 1st of the current year shall receive Vacation Pay Allowance of six (6%) percent of their **earnings** during the previous calendar year.

7.02 The Owner may grant a leave of absence without pay up to a maximum of four (4) weeks' duration to an employee for vacation purposes. **Such** request and permission shall be in writing. When a leave of absence is granted, there shall be no loss of seniority. A claim that the Owner unjustly withheld permission to grant such leave of absence may be made the subject of a grievance and processed accordingly.

Part-time employees will be required to submit their vacation intentions by April 1st each year.

ARTICLE 8 - LEAVE OF ABSENCE - BEREAVEMENT

8.01 Should a bereavement occur in the immediate family of an employee, with twelve (12) or more months of seniority, the employee will be given time off with pay on the day of the funeral for all hours he was scheduled that day. Immediate family shall be defined in Article 22 of the main body of this Collective Agreement.

Such an employee who is scheduled to work in excess of twenty four (24) hours in the week in which the bereavement occurs shall be entitled to

bereavement leave with pay as set out in Article 22 of the main body of this Collective Agreement.

ARTICLE 9 - WAGES

9.01 Effective as of August 7, 1994 the below progression will be in effect.

Effective as of August 7, 1995 the employer will increase the part-time end rates of pay 10 cents per hour.

Effective as of August 7, 1996 the employer will increase the part-time end rates of pay 10 cents per hour.

The following is the part-time wage grid effective as of August 7, 1994:

	August 7, 1994	August 7, 1995	August 7, 1996
0-300 hours	\$6.50 or \$6.85	6.50 or 6.85	6.50 or 6.85
301-650 hours	\$7.00	7.00	7.00
651-1300 hours	\$7.25	7.25	7.25
1301-1950 hours	\$7.50	7.50	7.50
1951-2600 hours	\$7.75	7.75	7.75
2601-3250 hours	\$8.00	8.00	8.00
3251-3900 hours	\$8.25	8.25	8.25
3901-4450 hours	\$8.50	8.50	8.50
4451-5200 hours	\$8.75	8.75	8.75
5201-5850 hours	\$9.00	9.00	9.00
5851-6500 hours	\$9.15	9.15	9.15
6500+ hours	\$9.40	9.50	9.60

9.02 Notwithstanding the above a part-time employee currently moving through the progression will receive an amount equal to the end rate increases for the balance of the progression he is currently at and then shall proceed on the wage grid as set out in the collective agreement.

9.03 Notwithstanding the wage progression for part-time employees, where there is an increase in the Ontario minimum wage rate it shall become the new start rate and those employees so affected shall remain at such rate of pay until

their hours worked with the employer would permit them an increase in their rate of pay in accordance with the wage grid.

- 9.04
- (a) The Owner may from time to time, introduce incentive programs in addition to the prevailing wage schedules.
 - (b) When the Owner chooses to pay a new employee more than the starting rate in his classification, such employee shall (for the purpose of wage progression only) receive increases in the accordance with the wage schedule and be deemed to have the appropriate hours.
 - (c) Employees who are receiving rates of pay in excess of the rate set out in the wage schedules mentioned above, shall receive an amount equal to the end rate increases when they come into effect.
 - (d) Part-time employees hired as packer/service clerks shall progress under the wage grid, but shall progress to the maximum end rate of 1301 hours.
 - (e) No wage currently enjoyed by an employee, which is in excess of rates set out in the wage schedules herein, shall be reduced during the lifetime of the Agreement.

ARTICLE 10 - REST PERIODS

- 10.01
- a) Employees covered by this Appendix shall be entitled to one (1) fifteen (15) minute paid rest period for each four (4) hour period worked. Each rest period shall occur at approximately the mid-point of each four (4) hour period. No employee who is scheduled for more than four (4) hours but not exceeding six (6) hours shall be required to take their break sooner than two hours into their shift unless they have agreed to do so.
 - b) Where an employee is working a daily shift of more than six (6) hours, he shall have one (1) hour (or a half-hour (1/2) hour, by mutual consent), off for lunch and one-half (1/2) hour for supper, if applicable.

ARTICLE 11 -WORKING CONDITIONS

- 11.01 The Union will co-operate with the Employer in maintaining good working conditions.
- 11.02 The Employer agrees that it will not change conditions of employment or working conditions as a result of the signing of this Agreement.

ARTICLE 12 - NOT SCHEDULED ON PAYROLL

- 12.01 (a) **An** employee whose name has not appeared on the payroll of the store for over thirty (30) calendar days due to the fact that he was unavailable for work for reasons other than sickness or accident, shall receive consideration on re-application as a new employee. The Owner agrees that it will consider past experience and length of service with the Owner when establishing the hourly rate of pay for such **an** employee.
- (b) An employee whose name has not appeared on the payroll of the store for over **six** (6) months due to lack of work, **shall** receive consideration on re-application as a new employee. The Owner agrees that it will consider past experience with the Owner and the duration of the person's earlier service with the Owner when establishing the hourly rate of pay for such **an** employee in the wage progression.

APPENDIX "B"

LIFE INSURANCE

The Employer agrees to provide active full-time employees until retirement at no cost, Life Insurance equivalent to one (1) times an employee's **annual** earnings.

The Employer further agrees to provide Life Insurance to retired employees in the amount of \$2,000.00.

ACCIDENTAL DEATH AND DISMEMBERMENT

The Employer agrees to provide all active full-time employees with Accidental Death and Dismemberment benefit coverage equal to one (1) times their annual earnings in case of accidental death. Coverage is also provided for other losses such as speech and hearing, use of arms and legs, etc.

SHORT TERM DISABILITY

The Employer agrees to provide Short Term Disability benefits to all active full-time employees from the first (1st) day of an accident or the first (1st) **full-**time day of hospitalized or the fourth (4th) day of sickness. The Plan will pay sixty-six and two thirds percent (**66 2/3%**) of basic earnings for the first two (2) weeks, then Unemployment Insurance will pay fifteen (15) weeks, then the Plan will resume payments for thirty-five (35) weeks.

LONG TERM DISABILITY

The Employer agrees to provide Long Term Disability benefits for active full-time employees after fifty-two (52) weeks if an Employee is unable to perform any occupation (reasonably suited by means of training, education or experience). The Plan will provide for sixty-six and two thirds percent (**66 2/3%**) of an Employee's basic monthly earnings to a maximum of \$1,500.00. Coverage would cease the date an Employee attains normal retirement age.

SEMI-PRIVATE HOSPITAL

The Employer agrees to provide for Semi-Private hospital care, and O.H.I.P. Supplemental or Supplementary Health Care benefits for active full-time employees on the following basis:

- (i) twenty-five dollars (\$25.00) deductible for single, and fifty dollars (\$50.00) deductible for family each calendar year.
- (ii) the **Plan** provides for reimbursement of eighty percent (80%) of **Semi-Private** hospital costs.
- (iii) the Plan provides for reimbursement of one hundred percent (100%) of Prescription Drugs with no deductible for this coverage.

O.H.I.P. SUPPLEMENTAL OR SUPPLEMENTARY HEALTH CARE

The Plan provides coverage for active full-time employees which includes ambulance services, rental of wheel chairs and hospital equipment, private nursing (with a ten thousand dollar [\$10,000.00] maximum every **thirty-six (36)** months), artificial limbs and braces. Also, included are services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist and masseur (each with a maximum of ten dollars [\$10.00] per visit, thirty [30] visits per year). In addition, services of a psychologist (three hundred dollars [\$300.00] per year) and hearing aids (three hundred dollars [\$300.00] lifetime) are also covered. Dental treatment for accidental **injury** to the teeth and outside Canada coverage for physicians and surgeons are covered.

DENTAL

The Employer agrees to provide Dental coverage for active full-time employees after a twenty-five dollar (\$25.00) deductible for single, and fifty dollar (\$50.00) deductible for family each calendar year.

The Plan provides for one hundred percent (100%) reimbursement for cleaning, polishing, x-rays and fluoride treatments, once every nine (9) months. Extractions, fillings, injections, consultations, root canal therapy and periodontic treatment.

The Plan provides for a maximum of one thousand dollars (\$1,000.00) per family member per year. As of the date of ratification of this agreement, reimbursement is based on the 1992 Ontario Dental Association Fee Guide. In subsequent years of this agreement, the 2 year lag **will** continue as of May 1.

, 1994

Mr. Dan Gilbert
U.F.C.W. Local 1000A
61 International Blvd.
Suite 204
Rexdale, Ontario
M9W 6K4

Re: Employee Request

In accordance with the agreement reached during our recent negotiations, we wish to set out the following understanding.

Employees shall not be given time off to avoid the application of over-time rates, however, should an employee generate a request for time off for unforeseen special circumstances, the Owner may, if concurrence is given by the Area Union Representative allow the employee such time off to be made up at regular rates of Pay not later than the following pay week and such concurrence shall not be unreasonably withheld. It is understood that there will be no banking of hours.

Yours very truly

YOUR INDEPENDENT GROCER