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COLLECTIVE AGREEMENT

BETWEEN

THE GREAT ATLANTIC & PACIFIC COMPANY OF
CANADA, LIMITED

JAN 2 2007
COLLECTIVE BARGAINING
INFORMATION SERVICES

- AND -

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130/07/07

UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL
UNION, LOCAL UNION 175 AND LOCAL UNION 633.

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GRUUPI STORES

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Preamble- Group I Stores

Arising out of collective bargaining which concluded in January of 2000, agreement of the Parties was reached regarding the merger of the "A&P", the "MFM", and the "Super Fresh" Collective Agreements. Appendix "A" of the merged Collective Agreement applies to employees working in Group II stores, and the following Collective Agreements apply to full time and part time employees respectively, working in Group I stores. Where the Collective Agreement calls for the seniority of an employee to extend beyond a store, the seniority of Group I and Group II store employees will be blended (~~dovetailed~~).

Movement Among Group I Stores, Group II Stores, and New Stores

1. The Parties agree that no store will convert to or open under the Appendix applicable to Group II stores unless it is approved by the Union.
2. The Parties agree that in the event that a Group I store is converted to a Group II store, all employees full-time and part-time can bump provincially to either a Group I store or a Group II store, or remain in their present store under the Appendix applicable to Group II stores.
3. If the employee ends up in a Group II store during this process, he will be given one (1) week's pay per year of service.
4. If a full-time employee in a Group I store converting to a Group II store, or a full-time employee in another Group I store so affected, wishes to terminate employment at the time of conversion, he will receive two (2) weeks' pay per year of service. No five (5) year minimum; no twenty-six (26) week cap, minimum payment of five hundred (\$500.00) dollars.
5. If a part-time employee in a Group I store converting to a Group II store wishes to terminate employment at the time of the conversion, the calculation of two (2) weeks' pay per year of service will be based on the employee's average hours for the six (6) months before the announcement of the conversion, substituting for weeks when the employee was on vacation, leave of absence, maternity or parental leave, or bona fide illness. No five (5) year minimum; no twenty-six (26) week cap, minimum payment of two-hundred and fifty (\$250.00) dollars.
6. When an employee of a Group I store or a Group II store exercises his bumping rights provincially into a Group I or Group II store, he will bump equal rated jobs regardless of the end wage rate, and will be paid according to the rates of pay of the Collective Agreement applicable to Group I stores, or the Group II Appendix they now fall under.

THIS AGREEMENT made this 5th day of October, 2003

BETWEEN:

THE GREAT ATLANTIC & PACIFIC COMPANY OF CANADA, LIMITED

(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

Group 1

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.

FT

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.

FT.

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.
- 2.03** It is agreed that the Union will indemnify and save the Company harmless for any and all claims which may be made against it by an employee or employees for amounts deducted from pay as provided by this Article.
- 2.04** On commencing employment, the employee's immediate supervisor shall introduce the new employee to his respective Union Steward. The Steward will provide him with a copy of the Collective Agreement.

ARTICLE III
RELATIONSHIP

- 3.01 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of an employee's activity or lack of activity in the Union.
- 3.02 The Company and the employees shall not enter into any agreement inconsistent with the provisions of this Collective Agreement.
- 3.03 Where allegations are made under the Company policies on Harassment, **Sexual Harassment, Non-Discrimination In the Workplace, and Employee Threats and Violence, against a bargaining-unit employee**, the Company and the Union will endeavor to jointly investigate the allegations as quickly as possible. The above noted policies, which may be amended from time to time, will be posted in each store and each return-to-work centre.

ARTICLE IV
MANAGEMENT FUNCTIONS

- 4.01 The Union acknowledges that it is the exclusive function of the Company to:
- (a) maintain order, discipline and efficiency;
 - (b) generally to manage the enterprises in which the Company is engaged and without restricting the generality of the foregoing, the right to plan, direct and control operations, direct the work forces, determine the number of personnel required from time to time, the standards of performance, the number and location of stores and facilities, services to be performed and the methods, procedures and equipment in connection therewith, determine the goods to be sold and produced and the methods, processes and means of production and the control of material to be incorporated in the products produced, the products to be handled, the schedules of work, the extension, limitation, curtailment or cessation of operations. It being understood that in the event of the introduction of new or improved methods of operations affecting the employees covered by this Agreement, the Company will give the Union advance notice of such proposed changes. Should such changes result in the displacement of employees, the Company agrees to meet with the Union to discuss the possibilities of alternate employment;
 - (c) hire, discharge, direct, transfer, classify, promote, demote, lay-off, recall and suspend or otherwise discipline employees subject to the right of an employee to lodge a grievance in the manner provided in Article VII.

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 ~~C~~ 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 steward will be present as a witness. The employee may request that the steward leave the meeting.
 - b. In the event a steward is not present, the condition will be brought to the attention of the employee. The meeting that becomes part of the employee's record will be postponed until the steward is available.
 - c. If the meeting ~~is~~ held without the steward, any 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 hereinafore provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time nominate an arbitrator. Within five (5) working days thereafter the other party shall nominate an arbitrator; provided, however, that if such party fails to nominate an arbitrator as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration. The two arbitrators so nominated shall confer within five (5) working days and shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within such period, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairman.

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

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

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

8.05 Each of the parties hereto shall bear the expense of the arbitrator appointed by it and the parties shall jointly and equally bear the fees and expenses, if any, of the Chairman of such Board of Arbitration.

8.06 If the Company and the Union mutually agree to appoint a single arbitrator, the foregoing provisions of this Article shall apply to such single arbitrator.

ARTICLE IX

SENIORITY

- 9.01** An employee will be on probation and shall not acquire seniority until after **twenty-five (25)** worked days with the Company and shall then count from the date of employment with the Company.
- 9.02** The principles of seniority shall be **recognized** by the Company. Lay-offs due to lack of work, and recalls, shall be made on the basis of seniority, provided that the senior employee has the skill and ability to do the job in a competent manner. In the event a service or stock clerk or a meat cutter is to be laid off out of seniority order within his classification, where lack of skill and ability is a factor, such employee if he so requests shall receive the normal training in order to qualify him to displace a junior employee within his own classification, or may exercise bumping rights providing he has the skill and ability to do the job in a competent manner into an equivalent or lower job classification, or into the meat cutter classification if he is a member of **Local 633**, or into the Bakery Department Head classification if the employee is a **Bake-Off** Department Head.
- (a)** An employee, who is in a posted position as set out in Article 9.07 (a), shall be credited with classification seniority commencing with the effective date of his promotion to that classification. In the event of the lay-off of an employee in a posted position, such employee may exercise his classification seniority by choosing one (1) of the following alternatives:
- (i)** Bump another employee in the same classification, providing he has more classification seniority, regardless of the volume(s) of the department(s) concerned. For this purpose, the classifications of Grocery Department Head and Produce Department Head shall be considered to be equivalent classifications, provided the senior employee has the skill and ability to do the job in a competent manner; or
 - (ii)** Bump another employee in a lower posted position, providing he has more classification seniority in the same and/or higher classification(s) and has the skill and ability to do the job in a competent manner; or
 - (iii)** Bump another employee in a **non-posted** position, providing he has more seniority - list seniority, as per Article 9.11, and has the skill and ability to do the **job** in a **competent** manner.
- 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 or Bakery Department Head classifications 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 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 (c) 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) 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.
- (f) An employee who has been reassigned or displaced under this clause may apply to be returned to a store closer to his/her home. Such application will be made in writing to the Personnel Department, and shall not be effective for two (2) weeks from the date the Company receives the written request. Should a permanent opening occur, the senior applicant with the skills and qualifications to do the job shall be given first consideration, providing it does not prevent the recall of a senior laid off employee. It is understood that the application of Article 28 shall supercede the application of this clause.
- (g) In the event an employee is laid off in accordance with Article 9.02, and he is subsequently recalled, upon completion of at least one (1) week of recall, his recall rights shall be renewed.

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 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 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;
- (e) fails to return to work at the expiration of a leave of absence without a reason Satisfactory to the Company; or
- (f) has an unreported absence for three (3) consecutive working days without a satisfactory reason.

9.06 It shall be the duty of employees to notify the Company promptly on forms supplied by the Company of any change in address, telephone number, marital status, number of dependents,

and other related information that may be required from time to time. If an employee fails to do this, the Company will not be responsible for failure to comply with any part of this agreement where such information is necessary in order to comply. It is further agreed that where the Company is advised of an employee's name change, such information will be forwarded to the Union.

- 9.07** (a) Applications for promotion to and/or training for the positions of Grocery, Produce, Bakery and Meat Department Head, Head Cashier, Assistant Meat Department Head, Dairy Department Head, Deli Department Head, Bake-Off Department Head and Assistant Produce Department Head will be available to all employees upon request. Such training shall be assigned by seniority providing the applicant has the qualifications and ability to warrant the training.

Such forms shall be supplied by the Company and may be submitted to the Personnel Manager at any time by an employee. Following their submission, such applications will be valid for a period of two (2) years but may be renewed at any time. The Personnel Manager may post a bulletin soliciting applications at any time.

- (b) When an employee is promoted within the bargaining unit, the name and length of service of the employee concerned, as well as the classification and store address to which he is promoted, will be posted within ten (10) working days on the store bulletin board of all Group I and Group II stores, except that the provision shall not apply in a case of an employee promoted on a temporary basis for the purpose of relieving a Department Head. A copy of such posting shall be mailed to the Local Union's provincial office.

- 9.08** (a) It is mutually agreed that transfer of employees between stores is essential to the operation of the Company's business, however, employees will not be transferred to any other store unless it is mutually agreed to by the Company and the employee or employees concerned. This will not apply to temporary transfers within a metropolitan area.

- (b) In the case of an inter-urban transfer, an employee will be paid reasonable travelling and/or living expenses in accordance with an arrangement made with the employee by his District Manager, or his appointee. It is agreed that employees will not be requested to transfer without reasonable expense arrangements. If the arrangement proves to be unsatisfactory the employee will be reimbursed on the basis of receipts supplied, subject to review with the District Manager and/or the Manager, Personnel, or his appointee.

- (c) In the case of a temporary transfer, an employee will be paid thirty (~~30¢~~) 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.

- (d) Employees who wish to be considered for transfer to another store, must apply in writing to the Labour Relations Department, indicating the location(s) of interest, and such request shall be included on the Transfer Request List two (2) weeks following its receipt. Should the Company determine that a store has a permanent full time job to be filled, it shall review the Transfer Request List first, and transfer the most senior applicant, where the skills and qualifications of applicants to fill the job are relatively equal. In the case of the transfer request of a person in a posted position, two department volume classifications will be recognized based on the average total department sales over the previous 4 quarters:

Volume 1 - the top 50% of department sales.

Volume 2 - the bottom 50% of department sales.

At the Company's discretion, the foregoing may not apply in the case of a new store opening.

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 one (1) ~~year~~ to his full-time employment. Seniority thus acquired will be used for determining Christmas bonus, vacation, wages, layoff and recall, 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.
- e. Employees who voluntarily revert from full-time to part-time status may choose any store and carry all seniority.

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.

- 9.1** 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.
- 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.
- 10.01**
- (a) An employee will be scheduled two consecutive days off (normally Saturday and Sunday) once during each three (3) week operating period. Weeks during which a Specified Holiday falls shall not form part of the three (3) week operating period.
 - (b) Employees may be scheduled to commence a regular shift no sooner than nine (9) hours after the completion of a regular shift. Employees will be scheduled in a manner that will provide at least eleven (11) consecutive hours free from performing work in each day. (Day for this purpose will be defined as per the Employment Standards Act).
- 10.02** It being agreed that the Company is entitled to schedule overtime work, authorized work performed in excess of the regular work week or an employee's daily hours as scheduled by the Company from time to time will be paid at the rate of time and one-half (1 1/2) his regular straight time hourly rate, provided that there shall be no duplication or pyramiding of any premium payments, nor shall the same hours worked be counted as part of the regular work week and also as hours for which an overtime premium is payable. An employee will be paid two (2) times his regular straight time hourly rate for all hours worked on the employee's scheduled day off. Work performed on Sunday shall be voluntary. A premium of \$1.60 shall be paid for all hours worked on Sunday, which are related to the store opening for business. For

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

No premium for working on Sunday shall be payable to, and Sunday work shall not be voluntary for, employees who are hired full time after October 5, 2003, or who are advanced to full-time with a part-time start date after October 5, 2003.

In scheduling overtime, in so far as it is practicable to do so, the Company will rotate such work to employees in the respective job classification of the department concerned, provided such employees have the skill and ability to do the work.

10.03 In stores open for business after 6:15 P.M. up to and including three (3) evenings per week, an employee may be scheduled to work one (1) evening per week as part of his regular work week and may be scheduled for one (1) additional evening on a voluntary basis. Notwithstanding the provisions of 10.04 one such evening may be scheduled when a store is not open for business, but not a Saturday evening.

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 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. Any employee hired as a clerk in grocery after October 5, 2003, will be scheduled to work on the night shift, if such shift is scheduled in the store, unless the senior employees of the store choose to work said night shift.

(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 **\$40.00** per week. 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. An employee who has the responsibility of carrying the store keys on a night when the night leader is not scheduled shall receive a premium of seven (\$7.00) dollars per night.

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

- 1 101** (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 Schedules "A", "B" and "D".
- (i) All full-time employees hired prior to October 5, 2003 shall receive the following wage increases:
- an Increase of 25¢ per hour retroactive to and including September 21, 2003 on all hours worked, including vacation and specified holidays.
 - effective September 10, 2004, a lump sum of \$1,000.00.
 - effective September 18, 2005, an increase of 30¢ per hour.
- The increases will be applied as follows:
- For employees hired prior to August 10, 1997, increases to be added to all full time rates.
 - For employees hired after August 10, 1997, increases to be applied only to the end rates of pay.
- (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 Schedules "A", "B" and "D".
- (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, Bakery Department Head, Head Cashier, Dairy Department Head, Deli Department Head, Assistant Produce Department Head, or Bake-off Department Head. 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 ten (10) 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 Schedules of the Collective Agreement.
- (f) 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 Schedules A, B, and D, 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 Schedules "A", "B" and "D" 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:
- (a) An employee may commence pregnancy leave at any time following three (3) months after commencement of pregnancy.
 - (b) The pregnancy leave of an employee shall be no less than seventeen (17) weeks in duration.
 - (c) The pregnancy leave of an employee shall end no later than seventeen (17) weeks after the date of birth.
 - (d) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends.
 - (e) Parental leave ends a maximum of eighteen (18) weeks after it begins.
 - (f) Parental/Pregnancy leave forms referred to above shall be posted on the bulletin boards of the Employer.
- 12.04 Written request for leave of absence without pay to attend Union conventions, courses, and conferences will be considered by the Manager, Personnel or his appointee provided that reasonable notice is given by the Union. Approval of such leave of absence shall not be

unreasonably withheld, except that no more than two (2) employees per store (one from Local 175 and one from Local 633), or three (3) employees where such store has a night shift Steward, may be granted such leave of absence at the same time.

ARTICLE XIII
SPECIFIED HOLIDAYS

13.01 An employee shall receive the following specified holidays with pay:

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

An employee who has completed three (3) months of service will be granted a personal holiday once during each calendar year at a time mutually agreed upon between the Store Manager and the employee concerned. The personal holiday must be taken by the end of the calendar year in which it is earned, and failure on the part of an employee to do so will result in non-payment for such day.

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 one and one-half (1 1/2) times (two (2) times if the store was not open for business on the holiday) his regular straight time hourly rate of pay in addition to any holiday pay to which he may be entitled.

Such employee will be paid for authorized work performed on Civic Holiday at his regular straight time hourly rate of pay (two (2) times if the store was not open for business on the Civic Holiday) 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.

| <u>Length of continuous service as of the employee's anniversary date of employment</u> | <u>Length of Vacation</u> | <u>Vacation pay at employee's regular straight time hourly rate of pay period immediately Prior to vacation</u> |
|--|----------------------------------|--|
| After one (1) year | 2 weeks | Seventy-four (74) hours |
| After five (5) years | 3 weeks | One Hundred & Eleven (111) hours |
| After nine (9) years | 4 weeks | One Hundred & Forty-eight (148) hours |
| After sixteen (16) years | 5 weeks | One Hundred & Eight-five (185) hours |
| After twenty-three (23) years | 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~~ 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 will be given full pay up to three (3) days in case of death in the Immediate family. For these purposes, immediate family will be the following: brother, sister, father, mother, spouse as defined in law, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

ARTICLE XVI

- 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** (a) Uniforms which the Company requires shall be furnished without charge. Laundering of such garments shall be paid for by the Company.
- (b) Where uniforms are issued which become the personal property of the employee, the employee will accept the responsibility of care and laundering of the uniforms.
- (c) Tools as required by the Company will be provided, and such tools will be sharpened at no expense to the employee.
- (d) Where garment elements of the Employee Appearance Policy are required, the Company will provide same at no charge to the employee.
- 23.02** The Company shall supply each store with one ~~Coat~~ freezer coat per freezer. The Company shall supply ~~two~~ (2) garments to each store for use on ~~carry-out~~, carriage pick-ups. A pair of waterproof ~~over-boots~~ and one waterproof apron for each meat department will be provided without charge.

ARTICLE XXIV
EMPLOYEE INJURIES

- 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 Weekly Disability 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.S.I.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) 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 homestore, 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, provided that such employees have indicated their prior interest by completing and forwarding to the Labour Relations Department a form supplied by the Company.

In the application of the above it is agreed that such positions will be filled on the basis of seniority, skills 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 nineteen thousand, one hundred and two (\$19,102) 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) Any 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) Employees absent from work due to illness or non-occupational accident, will receive one (1) day's pay for each day absent up to a maximum of nine (9) days per year, non-cumulative. The maximum payable for any individual absence is three (3) days. The employee will not be asked for a doctor's certificate for every absence but the Company reserves the right to request a doctor's certificate for absences that are repeated or appear habitual.
- (c) Weekly Indemnity for full-time employees shall be paid as follows:

Eligibility: Benefits become effective after completion of three (3) months' regular, full-time continuous service. If not actively at work when benefits would normally become effective, they will not become effective until the return to work at full-time and full pay.

Benefits: If an employee is disabled and off work for more than three (3) days and has consulted a qualified medical doctor for examination, advice, prescriptions or treatment during the period of absence caused by the illness in question, and has the claim form completed and signed by the doctor, the employee will receive full net take-home pay from the first day of disability for a maximum of ten (10) scheduled working days for each separate disability.

Successive periods of disability separated by less than fourteen (14) calendar days of regular, continuous, full-time employment will be considered as one period of disability unless the subsequent disability is due to a sickness or injury entirely unrelated to the cause of the previous disability and commences after the return to full-time employment.

Limitations: These benefits are not payable for absences due to pregnancy. These benefits terminate automatically when an employee ceases to be employed.

Any A&P employees on S.T.D. or L.T.D. as of January 30, 2000, will be maintained under their current Plan until they return to work.

- (d) Effective June 1, 2000, the Company will, in addition to the number of cents per hour actually paid in premiums towards Group Life, Major Medical, Weekly Disability, Long Term Disability, Prescription Drug and Optical Plan, contribute a supplementary sum equal to eighteen (18¢) cents for each regular hour worked for all full-time and part-time employees covered by this Agreement to the Health and Welfare Fund. If deemed necessary by the Joint Trustees, the Company would be prepared to increase its contribution to the Health and Welfare fund by an amount of up to three (3¢) cents per regular hour worked.

The Health and Welfare Fund is jointly administered by a joint committee of equal representatives of the Company and the Union.

- (e) Dental Plan - The Company will pay ~~twenty-six (26¢)~~ cents per hour, for all hours worked in the stores by full-time and part-time employees, into the **UFCW Locals 175 and 633 Ontario Dental Benefit Trust Fund** (with an additional contribution of up to **five (5¢)** cents per regular hour worked, if deemed necessary by the Joint Trustees). **Such** contributions will not be paid for overtime hours.
- (f) By agreement ~~of~~ the parties, provision has been made for participation ~~in~~ the Canadian Commercial Workers Industry Pension Plan (**CCWIPP**), to be effective on **July 1, 1994**.
 - (i) The contribution rates to **C.C.W.I.P.P.** shall be those that are contained in the Contribution Agreement of the major retail food Employers who participate in **C.C.W.I.P.P.**, dated **April 20, 1994** which expires on **December 31, 1999** (or ~~its~~ successor contribution agreement, ~~if~~ any).
 - (ii) There **shall** be no ~~d~~iminishment 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.
 - (iv) The Company will contribute ~~five point seven~~ (\$5.7) million dollars to improve past service pension benefits for ~~pre-~~ **July 1, 1994** service, up to **\$40.00** per month benefit for those full time employees (Group I and Group II) below **\$40.00** today. Such contribution will be amortized over a period not longer than fifteen years. The Parties recognize that for a period of **eleven (11)** years from **October 5, 2003**, Improvements to past service credits for the ~~pre-~~participation period in **CCWIPP** will not be subject to negotiation.

ARTICLE XXX

GENERAL

- 30.01** The Employer and Union agree there shall be no discrimination on account of race, colour, creed, age, sex, marital status, ancestry, place of origin, ethnic origin, citizenship, sexual orientation, family status, or handicap.
- 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.

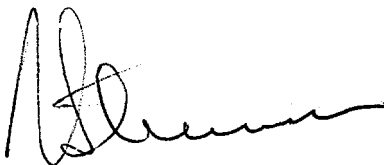
ARTICLE XXXII
DURATION AND TERMINATION

32.01 This Agreement shall continue in effect until the 23rd day of September, 2006 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.

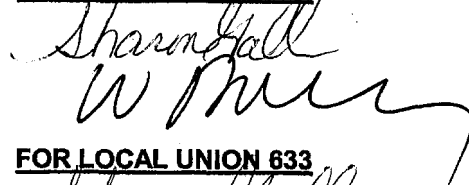
32.02 Negotiations shall begin within twenty (20) days following notification for amendment as provided in the preceding paragraph, or on such date as agreed upon by the parties.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by its duly authorized representatives this 30th day of DECEMBER, 2003.

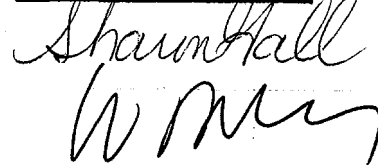
FOR THE COMPANY



FOR LOCAL UNION 175



FOR LOCAL UNION 633



SCHEDULE "A"
LOCAL UNION 633
CLASSIFICATIONS AND WEEKLY SALARIES APPLICABLE THERETO

1) Meat Department Employees Hired Prior to August 10, 1997

| Service Clerk | Eff. 9.21.93 | Eff. 9.18.05 |
|----------------------|-------------------------------|-------------------------------|
| Start | 348.87 | 359.97 |
| 3 Months | 377.64 | 388.74 |
| 6 Months | 419.98 | 431.08 |
| 9 Months | 464.40 | 475.50 |
| 12 Months | 515.06 | 526.16 |
| 15 Months | 565.73 | 576.83 |
| 18 Months | 616.39 | 627.49 |
| 21 Months | 672.25 | 683.35 |
| 24 Months | 733.20 | 744.30 |

Apprentice Meat Cutter

| | | |
|-----------|--------|--------|
| Start | 355.11 | 366.21 |
| 3 Months | 385.63 | 396.73 |
| 6 Months | 418.22 | 429.32 |
| 9 Months | 450.81 | 461.91 |
| 12 Months | 483.41 | 494.51 |
| 15 Months | 519.12 | 530.22 |
| 18 Months | 560.76 | 571.86 |
| 21 Months | 605.53 | 616.63 |
| 24 Months | 654.45 | 665.55 |
| 27 Months | 707.54 | 718.64 |

Journeyman Meat Cutter

| | | |
|-----------|--------|--------|
| 30 Months | 769.38 | 780.48 |
|-----------|--------|--------|

2) Wage Progression for employees hired after August 10, 1997

| Service Clerk | Eff. 9.21.03 | Eff. 9.18.05 |
|----------------------|-------------------------------|-------------------------------|
| Start | 12.22 | 12.22 |
| 12 Months | 15.50 | 15.50 |
| 24 Months | 15.75 | 15.75 |
| 36 Months | 16.85 | 17.15 |

Meat Cutter

| | | |
|-----------|-------|-------|
| Start | 12.22 | 12.22 |
| 12 Months | 15.75 | 15.75 |
| 24 Months | 16.00 | 16.00 |
| 36 Months | 17.10 | 17.40 |

Full-time employees hired **after** August 10, 1997, will be paid according to the new wage schedules and shall not be subject to any other negotiated wage increase, except as set out in 11.01 (a) (i). Part-time employees who are promoted after August 10, 1997 to full-time status, will not receive credit for their part-time service for the purpose of wage progression.

SCHEDULE "A"

| | | |
|--|-------------------------------|-------------------------------|
| 3) Deli Department Head | Eff. 9.21.03 | Eff. 9.18.05 |
| | 764.41 | 775.51 |
| <hr/> | | |
| **Assistant Meat Department Head | 793.11 | 804.21 |
| <hr/> | | |
| ***Meat Department Head Meat Volume | | |
| Under \$11,100 | 810.08 | 821.18 |
| 11,101 to 22,200 | 820.26 | 831.36 |
| 22,201 to 34,000 | 840.60 | 851.70 |
| 34,001 to 45,800 | 854.17 | 865.27 |
| 45,801 to 57,500 | 859.82 | 870.92 |
| 57,501 and over | 881.30 | 892.40 |

****** 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.

SCHEDULE "E"
LOCAL UNION 175
CLASSIFICATIONS AND WEEKLY SALARIES APPLICABLE THERETO

1) Grocery and Produce Department
Employees Hired Prior to August 10, 1997

| Service Clerk | Eff. <u>9.21.03</u> | Eff. <u>9.18.05</u> |
|----------------------|--------------------------------------|--------------------------------------|
| Start | 348.87 | 359.97 |
| 3 Months | 377.64 | 388.74 |
| 6 Months | 419.98 | 431.08 |
| 9 Months | 464.40 | 475.50 |
| 12 Months | 515.06 | 526.16 |
| 15 Months | 565.73 | 576.83 |
| 18 Months | 616.39 | 627.49 |
| 21 Months | 672.25 | 683.35 |
| 24 Months | 733.20 | 744.30 |

Stock Clerk

| | | |
|------------------|---------------|---------------|
| Start | 348.87 | 359.97 |
| 3 Months | 377.64 | 388.74 |
| 6 Months | 419.98 | 431.08 |
| 9 Months | 464.40 | 475.50 |
| 12 Months | 515.06 | 526.16 |
| 15 Months | 565.73 | 576.83 |
| 18 Months | 616.39 | 627.49 |
| 21 Months | 672.25 | 683.35 |
| 24 Months | 733.20 | 744.30 |

2) Wage Progression for employees hired after August 10, 1997

| Stock Clerk, Service Clerk | Eff. <u>9.21.03</u> | Eff. <u>9.18.05</u> |
|-----------------------------------|--------------------------------------|--------------------------------------|
| Start | 12.22 | 12.22 |
| 12 Months | 15.50 | 15.50 |
| 24 Months | 15.75 | 15.75 |
| 36 Months | 16.85 | 17.15 |

Full-time employees hired after August 10, 1997, will be paid according to the new wage schedules and shall not be subject to any other negotiated wage increase, except as set out in 11.01 (a) (i). Part-time employees who are promoted after August 10, 1997 to full-time status, will not receive credit for their part-time service for the purpose of wage progression.

SCHEDULE "B"

| 3) ***Head Cashier Store Volume | Eff <u>9.21.02</u> | Eff. <u>9.18.05</u> |
|---|-------------------------------|--------------------------------|
| \$200,000 or less | 775.04 | 786.14 |
| over \$200,000 | 782.95 | 794.05 |
| *Produce Dept. Head Produce Volume | | |
| Under \$ 6,500 | 775.03 | 786.13 |
| 6,501 to 14,400 | 782.95 | 794.05 |
| 14,401 to 22,200 | 794.25 | 805.35 |
| 22,201 to 30,000 | 807.82 | 818.92 |
| 30,001 to 40,500 | 815.73 | 826.83 |
| 40,501 and over | 834.95 | 846.05 |
| ***Grocery Department Head Store over \$107,800 Weekly Volume Only | | |
| 107,800 to \$142,500 | 782.95 | 794.05 |
| 142,501 to 171,200 | 794.25 | 805.35 |
| 171,201 to 197,300 | 807.82 | 818.92 |
| 197,301 to 261,400 | 815.73 | 826.83 |
| 261,401 and over | 834.95 | 846.05 |
| ***Dairy Department Head Stores over \$136,600 | | |
| | 746.76 | 757.86 |
| ****General Merchandise Department Head Stores over \$400,000 | | |
| | 746.76 | 757.86 |
| *Assistant Produce Department Head | | |
| | 742.23 | 753.33 |
| Bake-Off Department Head | | |
| | 764.41 | 775.51 |

- * 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.
- **** There will be a General Merchandise Department Head in each store that has the expanded General Merchandise set-up and has average total store sales over \$400,000 for the previous four (4) quarters.

SCHEDULE "C"

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 September 23, 2006 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 Schedule "B" are deleted for the purposes of Schedule "C", and replaced with the following:
 - (a) Pharmacist's Assistants hired prior to August 10, 1997, shall be paid in accordance with the progression schedule for clerks set out in Schedule "B" (1), which has been amended to reflect the wage increases set out in 11.01 (a) (i).
 - (b) Wage Progression for Pharmacist's Assistants hired after August 10, 1997 is as set out for clerks in Schedule "B" (2) and 11.01 (a) (i).

- (c) 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 his 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.

SCHEDULE "D"

Local Union **175** is recognized as the bargaining agent of those employees classified as set out below, who are employed in a "scratch" or "combo" bakery located in a Retail Store as set out in Section **1.01**.

The employee shall be covered by the terms and provisions of the Collective Agreement to which this appendix is appended, except as follows:

- 1) Employees may be scheduled to commence their shift at four **(4:00)** a.m., and shall receive a premium of eighty **(.80¢)** cents per hour for all hours worked from four **(4:00)** a.m. to eight-thirty **(8:30)** a.m.
- 2) Employees hired prior to August 10, 1997 shall be paid in accordance with the following schedule:

| Service Clerk | Eff. 9.21.03 | Eff. 9.18.05 |
|----------------------|-------------------------|-------------------------|
| Start | 348.87 | 359.97 |
| 3 Months | 377.64 | 388.74 |
| 6 Months | 419.98 | 431.08 |
| 9 Months | 464.40 | 475.50 |
| 12 Months | 515.06 | 526.16 |
| 15 Months | 565.73 | 576.83 |
| 18 Months | 616.39 | 627.49 |
| 21 Months | 672.25 | 683.35 |
| 24 Months | 733.20 | 744.30 |

Decorator

| | | |
|-----------|--------|--------|
| Start | 339.57 | 350.67 |
| 3 Months | 399.67 | 410.77 |
| 6 Months | 459.78 | 470.88 |
| 9 Months | 519.89 | 530.99 |
| 12 Months | 583.85 | 594.95 |
| 15 Months | 647.81 | 658.91 |
| 18 Months | 733.20 | 744.30 |

Apprentice Baker

| | Eff. 9.21.03 | Eff. 9.18.05 |
|------------------|-------------------------|-------------------------|
| Start | 349.97 | 361.07 |
| 3 Months | 387.03 | 398.13 |
| 6 Months | 424.10 | 435.20 |
| 9 Months | 461.17 | 472.27 |
| 12 Months | 498.23 | 509.33 |
| 15 Months | 535.30 | 546.40 |
| 18 Months | 576.21 | 587.31 |
| 21 Months | 617.13 | 628.23 |
| 24 Months | 658.05 | 669.15 |
| 27 Months | 698.96 | 710.06 |

Journeyman Baker

| | | |
|------------------|---------------|---------------|
| 30 Months | 739.82 | 750.92 |
|------------------|---------------|---------------|

3) Wage Progression for employees hired after August 10, 1997

Service Clerk, Decorator

| | Eff. 9.21.03 | Eff. 9.18.05 |
|-----------|-------------------------|-------------------------|
| Start | 12.22 | 12.22 |
| 12 Months | 15.50 | 15.50 |
| 24 Months | 15.75 | 15.75 |
| 36 Months | 16.85 | 17.15 |

Baker

| | | |
|------------------|--------------|--------------|
| Start | 12.22 | 12.22 |
| 12 Months | 15.75 | 15.75 |
| 24 Months | 16.00 | 16.00 |
| 36 Months | 17.10 | 17.40 |

Full-time employees hired after August 10, 1997, will be paid according to the new wage schedules and shall **not** be subject to any other negotiated wage increase, except as set out in 11.01 (a) (i). Part-time employees who are promoted after August 10, 1997 to full-time status, will not receive credit for their part-time service for the purpose of wage progression.

4) Bakery Department Head

| | Eff. 9.21.03 | Eff. 9.18.05 |
|------------------|-------------------------|-------------------------|
| 30 Months | 825.12 | 836.22 |

THIS AGREEMENT made this 5th day of October, 2003.

BETWEEN:

THE GREAT ATLANTIC & PACIFIC COMPANY OF CANADA, LIMITED
(herein called the "Company")

OF THE FIRST PART

- and -

UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION, LOCAL UNION 175,
(herein called the "Union")

OF THE SECOND PART

ARTICLE 1
RECOGNITION

1.01 The Company recognizes the Union as the exclusive collective bargaining agent for all employees of the Company in its Retail Stores located in the Province of Ontario, regularly employed for not more than **PT. twenty-four** (24) hours per week and students employed during off school hours and the school vacation period.

1.02 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 Section 1.01 above.

ARTICLE II
UNION SECURITY

2.01 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 an alphabetical listing for Local 175 (P.T.) showing each employee's name, social insurance number and designated store number. In addition, the Company shall supply the Union with a list of the names of employees hired and terminated each month and the hourly rate of the newly hired employees, as well as, on a quarterly basis, a list of employees'

names, social insurance numbers, addresses, and telephone numbers currently on file, with such list to be sorted alphabetically within store and by ascending store number.

- 2.03 Part time employees temporarily working full time hours who are advanced to permanent full time under Section 10.14 (a) of the Part Time Agreement shall be required to pay full-time Union dues and shall have their dues adjusted accordingly by the Company.
- 2.04 It is agreed that the Union will indemnify and save the Company harmless for any and all claims which may be made against it by an employee or employees for amounts deducted from pay as provided by this Article.
- 2.05 On commencing employment, the employee's immediate supervisor shall introduce ~~the~~ the new employee to his respective Union Steward. The Steward will provide him with a copy of the Collective Agreement.

ARTICLE III RELATIONSHIP

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

ARTICLE IV MANAGEMENT FUNC |

- 4.01 The Union acknowledges that it is the exclusive function of the Company to:
- (a) maintain order, discipline and efficiency;
 - (b) generally to manage the enterprises in which the Company is engaged and without restricting the generality of the foregoing, the right to plan, direct and control operations, direct the work forces, determine the number of personnel required from time to time, the standards of performance, the number and location of stores and facilities, services to be performed and the methods, procedures and equipment in connection therewith, determine the goods to be sold and produced and the methods, processes and means of production and the control of material to be incorporated in the products produced, the products to be handled, the schedules of work, the extension, limitation, curtailment or cessation of operations;

- (c) hire, discharge, direct, transfer, classify, promote, demote, layoff, recall and suspend or otherwise discipline employees subject to the right of an employee to lodge a grievance in the manner provided in Article VII.

ARTICLE V
STRIKES AND LOCK-OUTS

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

ARTICLE VI
STEWARDS

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

- d. Should any reprimand, warning or disciplinary measure be issued in writing, the employee in question shall receive a copy of such written reprimand, warning or disciplinary measure within seven (7) worked days of the discovery of the alleged offence, except that an extension of time may be requested in order to complete an investigation.

ARTICLE VII
GRIEVANCE PROCEDURE

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

STEP NO. 1

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

STEP NO. 2

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

STEP NO. 3

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

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

- 7.02** Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application or alleged violation of this Agreement, including any question as to whether a grievance is arbitrable, such grievance may be submitted to arbitration as hereinafter provided and if no

written request for arbitration is received within twenty (20) working days after the decision under Step No. 3 is given, it shall be deemed to have been abandoned.

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

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

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

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

ARTICLE VIII
ARBITRATION

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

ARTICLE IX

SENIORITY

- 9.01** An employee will be on probation and shall not acquire seniority until after one hundred and fifty (150) worked hours or ninety (90) days during one period of employment, whichever comes first, and shall then count from the date of employment with the Company. Notwithstanding the foregoing, an employee hired at the time of a new store opening will be on probation and shall not acquire seniority until after ninety (90) days during one period of employment, and shall then count from the date of employment with the Company.
- 9.01** (a) Stores shall prepare and post a part-time Seniority list at least once every ~~six~~ months.
- 9.02** Seniority shall be lost and employment deemed to be terminated if the employee:
- (a) Voluntarily quits.
 - (b) ~~Is~~ discharged for cause and the discharge is not reversed through the Grievance Procedure.
 - (c) ~~Is~~ laid off for a period of ~~twenty-six~~ (26) consecutive weeks.
 - (d) Fails to return to work at the expiration of a Leave of Absence, without a reason satisfactory to the Company.
 - (e) Has an unreported absence for three (3) consecutive scheduled working days without a satisfactory reason.
- 9.03** Seniority for all purposes will be on an individual store basis except as provided for herein.
- (a) In the event a store closes, laid off employees of the store that ~~is~~ closing may bump employees with less seniority in other stores, providing they apply within one week of the notification of store closure. Upon completion, they will be integrated in the same department and/or job as soon as possible. In this case they will be credited with seniority equal to their seniority in the closed store. Should such store closing result in the reduction of the scheduled hours of an employee to the extent that such hours are less than those of a junior employee in one of his ~~two~~ (2) closest stores, such employee may request to bump into one of his two (2) closest stores. Such request must be made in writing to the Store Manager within four (4) weeks of the reduction of hours. Such bump shall be implemented within two (2) weeks following the request. In this case they will be credited with seniority equal to their seniority in their previous store.
 - (b) If a new store opens in the area, employees on lay-off will be offered the first opportunity for employment, providing they apply, and will carry their seniority.
 - (c) When additional full-time employees are required the Company will give preference to part-time employees, provided that such employees have indicated their prior interest by completing and forwarding to the Labour Relations Department a form supplied by the Company. The employee will receive confirmation in writing from the Company within ~~two~~ (2) weeks of receipt by the Company of the request.

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

- 9.04** Although not a requirement employees may complete a form, provided by the Company, indicating their interest in training within their store. Such training shall be assigned to the senior employee who has applied in writing, providing the employee has the skill and qualifications to warrant the training.
- 9.05** When the Company advances a part-time employee to regular full-time employment, the seniority date and classification of the employee shall be posted on the bulletin boards of all Group I and Group II stores covered by the Agreement.
- 9.06** In the event a part-time employee moves from an existing store to a new store, he will retain his seniority in his original store for a period of nine (9) weeks during which time he will have the option to move back should he so desire. In the event he *decides* to stay in the new store he shall carry his full seniority.
- (a) In the event the Company opens a new store, part time employees of the stores within the appropriate District Manager's territory shall be given first opportunity to transfer to the new store on the basis of seniority, providing they have the skill and qualifications for the **job** concerned, and they apply at least two (2) months in advance of the store opening.
- When additional full time employees are required in the case of a new store opening, the Company will give preference to part-time employees of all Group I and Group II stores covered by this Agreement, on the basis of seniority, skill and qualifications for the job concerned, and availability for work, providing such employee has applied for full-time employment at least two (2) months prior to the opening of the new store.
- 9.07** Service with the Company, which means the total length of time an employee has worked for the Company in all stores will be continuous, regardless of seniority, in order that total service will be the determining factor for Vacations and Wage Rates.
- 9.08** An employee attending university in another community, who applies for work at a store in that community, shall be employed and given such work as is available on the basis that the employee's seniority is that of a new hire.

ARTICLE X

HOURS OF WORK

- 10.01** The regular work day shall consist of up to eight (8) hours, provided that such reference is intended to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day nor as to days of work per week.

- (a) Employees may be scheduled to commence a regular shift no sooner than nine (9) hours after the completion of a regular shift. Employees will be scheduled in a manner that will provide at least eleven (11) consecutive hours free from performing work in each day. (Day for this purpose will be defined as per the Employment Standards Act).
- (b) A request for an occasional Saturday off shall not be denied unjustifiably, and shall not result in a reduction of hours where hours are available.
- (c) Senior part-time will be given preference for **day-time** work providing the store will have available sufficient employees for evening work with the required skills and qualifications. Solely for the purpose of this clause, **day-time** work shall be interpreted to end at 6:30 p.m.

10.02 An employee who is unable to report for work as scheduled will advise the Store Manager or his appointee as far in advance as possible but no later than his scheduled starting time.

10.03 It being agreed that the Company is entitled to schedule overtime work, authorized work performed in excess of eight (8) hours in the day as scheduled by the Company from time to time will be paid at the rate of time and one-half his regular straight time hourly rate, provided that there shall be no duplication or pyramiding of any premium payments, nor shall the same hours worked be counted as part of the regular work week and also as hours for which an overtime premium is payable.

10.04 The hours of work will be assigned according to seniority, providing the senior employee has the required skill and competence to perform the work and is available. In the case of a part time employee with less than one (1) year's seniority, the Company will where practicable schedule available part-time hours to a minimum of five (5) hours per week in the store in which he works. In the case of a part time employee, with more than one (1) year's seniority, the Company will where practicable, schedule available part-time hours to a minimum of fifteen (15) hours per week in the store in which he works. In the case of a part time employee with more than five (5) years' seniority, the Company will where practicable schedule available part time hours to a minimum of eighteen (18) hours per week in the store in which he works. In the case of a part time employee with more than seven (7) years' seniority, the Company will where practicable schedule available part time hours to a minimum of **twenty-two** (22) hours per week in the store in which he works. In the case of a part time employee with more than eight (8) years' seniority, the Company will where practicable schedule available part time hours to a minimum of **twenty-four** (24) hours per week in the store in which he works. It being understood, this does not apply to an employee called in to replace another employee, or to an employee called in to work at a time when there are less than **fifteen** (15), **eighteen** (18), **twenty-two** (22), or **twenty-four** (24) available hours remaining in the week.

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

10.05 One and one-half (1 1/2) times an employee's regular straight time hourly rate will be paid for authorized work performed on a specified holiday (straight time for authorized work performed on Civic Holiday), in

addition to any holiday pay to which he may be entitled, Double time will be paid for time worked if the store ~~is~~ not open for business on the holiday. Work performed ~~on~~ Sunday shall be voluntary. A premium of \$1.60 shall be paid for all hours worked on Sunday, which are related to the store opening for business. For further clarity, "all hours worked on Sunday which are related to the store opening for business" includes hours on Sunday morning worked by the night crew, and hours worked up to two (2) hours before store opening and one (1) hour after store closing. All other hours worked on Sunday when a store opens for business shall be paid at one and one-half (1 1/2) times an employee's regular straight time hourly rate, and all hours worked on a Sunday when a store does not open for business shall be paid at two (2) times an employee's straight time hourly rate. Hours worked on Sunday shall be over and above the regular work week. No premium for working on Sunday shall be payable to, and Sunday work shall not be voluntary for, employees who are hired after October 5, 2003.

- 10.06 A schedule showing the part-time employee's hours of work for the following week will be posted Thursday by twelve (12) noon. It is agreed that such posting does not constitute a guarantee of work for that week. If part time employees are scheduled to report for work and work is not available, they will be notified at least two (2) hours in advance of their scheduled starting time ~~not~~ to report to work. All changes shall be marked on the posted schedule the same day.
- (a) A copy of the weekly work schedule will be given to the Local Union Steward.
- 10.07 Non-students covered by this Agreement shall not be called in for less than four (4) hours.
- 10.08 Students covered by this Agreement shall not be called in for less than four (4) hours on evenings when the store is open for business, Fridays, Saturdays, Sundays, Statutory Holidays and during school vacation periods.
- 10.09 An employee who works eight (8) hours in a day will be entitled to a one (1) hour meal period without pay. An employee who works more than five (5) hours and less than eight (8) hours in a day will be entitled to a one-half (1/2) hour meal period without pay.
- 10.10 There shall be no split shift except for the meal period of one (1) hour.
- 10.11 An employee scheduled to work an eight (8) hour shift between the hours of store closing and store opening shall receive a premium of eighty (.80¢) cents per hour for all such hours worked. Employees scheduled for work prior to store opening shall receive a premium of fifty (.50¢) cents per hour for such hours actually worked prior to 8:30 A.M. on Saturdays and 9:00 A.M. on all other days. Employees

scheduled for work after **6:15 P.M.** on Saturdays shall receive a premium of one (**\$100**) dollar **per** hour for such hours actually worked after **6:15 P.M.**

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

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

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

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

10.14 (a) On the basis that recognition is given by the Union to the requirement of the Company to have part-time employees temporarily working full-time hours from time to time, the Company agrees that part-time employees, temporarily working full-time hours for a period in excess of thirteen (**13**) consecutive weeks, will at the completion of the period, be reclassified and posted to full-time status, and the successful candidate will then acquire full-time seniority dates in accordance with Article 9.09 (a) & (b) of the Full Time Collective Agreement calculated as of the date that they commenced temporarily working full-time hours.

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

ARTICLE XI

WAGE RATES

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

- (i) All part-time employees hired prior to October 5, 2003 shall receive the following wage increases:
- an increase of 25¢ per hour retroactive to and including September 21, 2003 on all hours worked, including specified holidays.
 - effective September 19, 2004, an increase of 25¢ per hour.
 - effective September 18, 2005, an increase of 30¢ per hour.
 - the first increase to be added to all rates and progressions, except Courtesy Clerks.
 - the second and third increases to be added to all rates on the pre August' 10, 1997 schedule, except Courtesy Clerks.
 - the second and third increases to be added to the end rates only for the post August 10, 1997 schedule, except Courtesy Clerks.
- (b) An employee who starts at a higher rate than that shown shall progress to the next rate in the time interval shown. (For example, an employee starting at the three (3) month rate shall progress to the six (6) month rate three (3) months after his date of employment and so on, if applicable). Article 11.01 (b) shall not apply in the event that Ontario minimum wage legislation results in a minimum wage which is greater than the start rate of pay.
- (c) Merit increases will not delay or affect the regular increases to which an employee is entitled in accordance with Schedule "A".
- (d) Part-time employees will not be scheduled to work in excess of twenty-four (24) hours per week during the regular work week. In the event such employees are required to work beyond twenty-four (24) hours during the regular work week they shall be paid at time and one-half their regular straight time hourly rate for such excess hours.
- (e) A full-time employee, receiving the twenty-four (24) month rate of pay, who is laid off to part time hours, will receive for such hours the top part time rate in accordance with Schedule "A" for the period that such employee is laid off and has recall rights.
- (f) All part time employees on the payroll of the Company as of December 1st in any year who have completed six (6) months' continuous service with the Company shall be entitled to a Christmas Bonus of fifteen (15) dollars payable on or before December 15th.
- All part-time employees on the payroll of the Company as of December 1st in any year who have completed twelve (12) months' continuous service with the Company shall be entitled to a Christmas Bonus of twenty-five (25) dollars payable on or before December 15th.
- All part time employees on the payroll of the Company as of December 1st in any year who have completed three (3) years' continuous service with the Company shall be entitled to a Christmas Bonus of forty (40) dollars payable on or before December 15th.
- All part-time employees on the payroll of the Company as of December 1st in any year who have completed five (5) years' continuous service with the Company shall be entitled to a Christmas Bonus of fifty (50) dollars payable on or before December 15th.
- Christmas bonus will be paid by means of Company gift certificate(s).
- (g) For the life of this Collective Agreement, pay day will be on Friday each week and pay cheques shall be available no later than noon on Friday, except for reasons beyond the control of the Company.

ARTICLE XII
LEAVE OF ABSENCE

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

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

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

- (a) An employee may commence pregnancy leave at any time following three (3) months after Commencement of pregnancy.
- (b) The pregnancy leave of an employee shall be no less than seventeen (17) weeks in duration.
- (c) The pregnancy leave of an employee shall end no later than seventeen (17) weeks after the date of birth.
- (d) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends.
- (e) Parental leave ends a maximum of eighteen (18) weeks after it begins.
- (9) Parental/Pregnancy leave forms referred to above shall be posted on the bulletin boards of the Employer.

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

ARTICLE XIII
VACATIONS

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

employee with nine (9) years or more of service as of May 1st of any year shall be entitled to four (4) weeks of vacation time off without pay.

Each store will, by March 1st in each calendar year, post a vacation schedule form listing the employees in order of seniority. An employee wishing to take vacation must submit his request for preference on vacation dates, covering his complete vacation, by April 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 by April 1st.

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

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

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

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

ARTICLE XIV

BUSINESS REPRESENTATIVE

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

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

ARTICLE XV
REST PERIODS

- 15.01** Employees will be granted a fifteen (15) minute rest period without loss of pay during each half of each shift as near to the mid-point of the half shift as is practicable. An employee who works a seven (7) hour shift shall be entitled to ~~two~~ (2) fifteen (15) minute rest periods. In conjunction with Article 10.09, an employee who works a shift of more than five (5) hours but less than seven (7) hours shall have the option of taking a combined rest/meal period of one half (1/2) hour, of which fifteen (15) minutes shall be paid, or taking one fifteen (15) minute paid rest period and one-half (1/2) hour unpaid meal period.

ARTICLE XVI
SAFETY AND HEALTH

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

ARTICLE XVII
GENDER

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

ARTICLE XVIII
UNIFORMS AND TOOLS

- 18.01** (a) Uniforms which the Company requires shall be furnished without charge. Laundering of such garments shall be paid for by the Company.
(b) Where uniforms are issued which become the personal property of the employee, the employee will accept the responsibility for care and laundering of the uniforms.
(c) Tools as required by the Company will be provided, and such tools will be sharpened at no expense to the employee.
(d) Where garment elements of the Employee Appearance Policy are required, the Company will provide same at no charge to the employee.
- 18.02** The Company shall supply each store with one (1) freezer coat per freezer. The Company shall supply ~~two~~ (2) garments to each store for use on carry-out, carriage pick-ups. A pair of waterproof over-boots and one waterproof apron for each meat department will be provided without charge.

ARTICLE XIX

REST ROOMS

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

ARTICLE XX

SPECIFIED HOLIDAYS

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

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

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

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

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

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

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

ARTICLE XXI
BEREAVEMENT PAY

21.01 A part time employee with twelve (12) months' seniority or more will be given pay for hours scheduled to attend the funeral in case of death in the immediate family, who are identified as, brother, sister, father, mother, spouse as defined in law, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, brother-in-law, sister-in-law, son-in-law and daughter-in-law, for up to three (3) days.

ARTICLE XXII
JURY DUTY

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

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

ARTICLE XXIII
PENSION

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

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

ARTICLE XXIV - TIME CLOCKS

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

ARTICLE XXV - ILLNESS AND INJURY

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

ARTICLE XXVI - GENERAL

- 26.01** The Employer and the Union agree there shall be no discrimination on account of race, colour, creed, age, sex, marital status, ancestry, place of origin, ethnic origin, citizenship, sexual orientation, family status, or handicap.

ARTICLE XXVII - O.H.I.P.

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

ARTICLE XXVIII - BENEFITS

- 28.01** The following benefits for employees only shall be provided by the jointly administered Health and Welfare Plan referred to in the Collective Agreement for full time employees:

a) Vision Care

Part-time employees become eligible on the January 1st or July 1st coincident with, or next following three years continuous employment with the employer, after which they will be continuously covered by the Plan, provided that they remain in such employment.

Vision care expenses for the following supplies recommended by a legally qualified ophthalmologist or optometrist:

Contact Lenses prescribed for severe corneal astigmatism, severe corneal scarring, keratoconus or aphakia, provided visual acuity can be improved to at least the 20/40 level by contact lenses, and cannot be improved to that level by regular glasses, but not more than \$200 in any two consecutive calendar years will be payable.

Frames, lenses, including contact lenses other than as described above, and artificial eyes, but not more than \$125 every 24 months will be payable.

b) Prescription Drugs

A drug plan is available for part time employees with five (5) years service or more, who are not otherwise covered, and who work 600 hours or more in the prior calendar year, with a \$25.00 annual deductible.

 E XXIX - ACCESS AND :

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

 ARTICLE XXX
 DURATION AND TERMINATION

30.01 This Agreement shall continue in effect until the 23rd day of September, 2006 and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

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

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by its duly authorized representatives this 30th day of *DECEMBER*, 2003.

FOR THE COMPANY

FOR LOCAL UNION 175

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

■) For Employees Hired Prior to August 10, 1997:

| | Eff. <u>9.21.03</u> | Eff. <u>9.19.04</u> | Eff. <u>9.18.05</u> |
|-----------|--------------------------------------|--------------------------------------|--------------------------------------|
| 48 Months | 16.25 | 16.50 | 16.80 |

2) For Employees Hired After August 10, 1997:

| | Eff. <u>9.21.03</u> | Eff. <u>9.19.04</u> | Eff. <u>9.18.05</u> |
|-------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| 0 - 500 hours | 7.10 | | |
| 501 - 1250 hours | 7.50 | | |
| 1251 - 2000 hours | 7.75 | | |
| 2001 - 2750 hours | 8.00 | | |
| 2751 - 3500 hours | 8.25 | | |
| 3501 - 4250 hours | 8.75 | | |
| 4251 - 5000 hours | 9.25 | | |
| 5001 - 5750 hours | 9.75 | | |
| 5751 - 6500 hours | 10.50 | | |
| 6501 - 7250 hours | 11.00 | | |
| 7251 - 8000 hours | 11.75 | | |
| 8001 - 8750 hours | 12.25 | | |
| + 8751 hours | 12.75 | 13.00 | 13.30 |

Such part-time employees shall not be subject to any other negotiated wage increases, except as set out in 11.01 (a) (i).

SCHEDULE "B"

Local Union 175 is recognized as the exclusive bargaining agent of part-time employees, employed in those outlets of A & P Drug Mart Ltd. located in the Retail Stores of the Great Atlantic & Pacific Company of Canada, Limited in the Province of Ontario. Such employees, who shall be required to have successfully completed an accredited course for Pharmacist's Assistants at a recognized College, or, have equivalent experience obtained by working with a licensed Pharmacist for a period of not less than two (2) years, shall be covered by the terms and provisions of the Collective Agreement expiring on September 23, 2006, between Local Union 175 and The Great Atlantic & Pacific Company of Canada, Limited, except as follows:

- (1) An employee hired prior to August 10, 1997, working in a pharmacy as described above, shall be paid in accordance with the progressions and hourly wage rates for part time employees set out in Schedule "A" (1) and 11.01 (a) (i).
- (2) An employee hired after August 10, 1997 shall be paid in accordance with the progressions and hourly wage rates set out in Schedule "A" (2) and 11.01 (a) (i).
- (3) References made to District Manager shall mean General Manager, A & P Drug Mart, and similarly, references made to Store Manager shall mean Pharmacy Manager.

SCHEDULE "C"

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

- (i) Hours of work, which shall be placed on a separate schedule for Courtesy Clerks, will be limited to the performance of the duties listed above, and such hours will not be considered available for regular part-time employees in the application of Article **10.04**.
- (ii) Courtesy Clerks shall wear a distinct apron/smock with a badge clearly identifying them as Courtesy Clerks.
- (iii) Courtesy Clerks hired prior to October **5, 2003** shall receive the following increases:
 - an increase of **25¢** per hour retroactive to and including September **21, 2003** on all hours worked, including specified holidays.
 - effective September **19, 2004**, an increase of **25¢** per hour.
 - effective September **18, 2005**, an increase of **30¢** per hour.
 - the above increases shall not be added to the Courtesy Clerk rate schedules.
- (iv) The rate of pay for Courtesy Clerks hired prior to August **10, 1997** are as follows:

| | |
|------------------|----------------|
| 36 months | \$10.15 |
|------------------|----------------|
- (v) Courtesy Clerks hired after August **10, 1997** shall be subject to the following wage progression, and shall not be subject to any other negotiated wage increase, except as set out in (iii) above:

| | |
|--------------------------|----------------|
| 0 - 500 hours | \$ 6.85 |
| 501 - 1250 hours | \$ 7.25 |
| 1251 - 2000 hours | \$ 7.50 |
| 2001 - 2750 hours | \$ 7.75 |
| 2751 - 3500 hours | \$ 8.00 |
| 3501 - and over | \$ 8.50 |
- (vi) In the event that the Company has an opening ~~for~~ an additional regular part-time employee, the Company will give preference to the senior Courtesy Clerk of the store in question who applies and has the skill and ability to do the job to be performed in a competent manner.
- (vii) Regular part-time employees will be given the option of requesting reclassification to the Courtesy Clerk classification, on the basis that upon reclassification, they will receive the Courtesy Clerk rate corresponding with their Company service.
- (viii) In the event that a grievance concerning the improper use of Courtesy Clerks succeeds, which claims a breach of the terms set out above, the Company will pay a fine of fifty (\$50.00) dollars for each individual infraction per store on the first offense, and a fine of one hundred (**\$100.00**) dollars per week in any one store for the second offense, followed by a **two (2)** week suspension of the use of Courtesy Clerks in that store on the third offense. Payment of such fines shall be made to the Union.
- (ix) No more than **15%** of the total store part-time hours shall be assigned to Courtesy Clerks.

LETTER

LETTER OF UNDERSTANDING

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

Attention: Mr. W. Hanley

Dear Sirs:

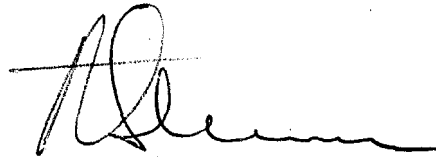
This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 5th day of October, 2003, relating to the following matter.

The Company agrees to make a contribution to the Training and Education Trust Fund, of fifteen ~~(5¢)~~ cents per hour, for all regular hours worked by full-time and part-time employees. The Company shall forward the contribution every four (4) weeks to the Union and shall include a list of employees, the number of regular hours paid and worked by each employee during each four (4) week period.

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

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

Sincerely,



T.A. Zakrzewski
Sr. Vice President,
Labour Relations

TAZ:pem

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

LETTER 2

LETTER OF UNDERS

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

Attention: Mr. W. Hanley

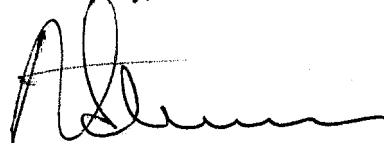
Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 5th day of October, 2003, relating to the following matter.

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

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

Sincerely,



T.A. Zakrzewski
Sr. Vice President,
Labour Relations

TAZ:pem

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

LETTER 3
LETTER OF UNDERSTANDING

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

Attention: Mr. W. Hanley

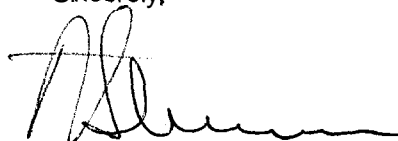
Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 5th day of October, 2003, relating to the following matter.

The parties agree that the Company may appoint Assistant Store Managers in each store based on the following schedule, and each store's sales volume for the previous four quarters, or in the case of an enlarged or a new store, the store's projected sales volume:

| | |
|------------------------|--------------------------------------|
| less than \$300,000 | - up to one (1) Assistant Manager |
| \$300,000 to \$399,999 | - up to two (2) Assistant Managers |
| \$400,000 to \$599,999 | - up to three (3) Assistant Managers |
| \$600,000 and over | - up to four (4) Assistant Managers |

Sincerely,



T.A. Zakrzewski
Sr. Vice President,
Labour Relations

TAZ:pem

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

LETTER 4

LET OF 1

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

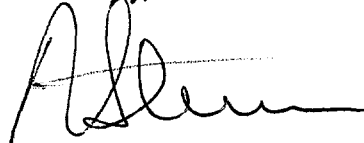
Attention: Mr. W. Hanley

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 5th day of October, 2003, relating to the following matter.

For the life of this Collective Agreement, ~~two~~ (2) management persons, one (1) Store Manager and one (1) Assistant Store Manager, will be excluded from the bargaining unit per store, except in the case of stores covered by Letter #3. Assistant Store Managers in stores whose sales volume for the previous four quarters is less than \$150,000.00 per week will punch a time card for the purpose of recording all time worked, except that the foregoing shall not apply to Assistant Store Managers acting as relief Store Manager.

Sincerely,



T.A. Zakrzewski
Sr. Vice President,
Labour Relations

TAZ:pem

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

LETTER 5

LETTER OF UNDERSTANDING

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

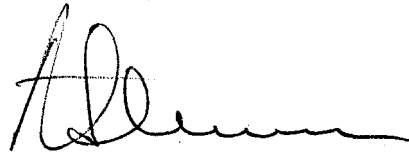
Attention: Mr. W. Hanley

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 5th day of October, 2003, relating to the following matter.

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

Sincerely,



T.A. Zakrzewski
Sr. Vice President,
Labour Relations

TAZ:pem

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

LETTER 6

LETTER OF _____ ()

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

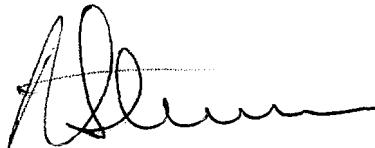
Attention: Mr. W. Hanley

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 5th day of October, 2003, relating to the following matter.

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

Sincerely,



T.A. Zakrzewski
Sr. Vice President,
Labour Relations

TAZ:pem

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

LETTER 7

LETTER OF UNDERSTANDING

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

Attention: Mr. W. Hanley

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 5th day of October, 2003, relating to the following matter.

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

Sincerely,



T.A. Zakrzewski
Sr. Vice President,
Labour Relations

TAZ:pem

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

LETTER 8

LETTER OF UNDERSTANDING

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

Attention: Mr. W. Hanley

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 5th day of October, 2003, relating to the following matter.

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

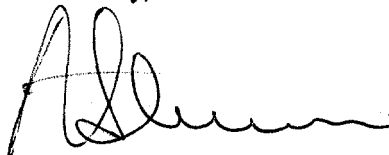
- a) The steward for an employee who is a full-time member of Local 175 shall be,
 - 1) The full-time Local 175 Steward present in that store, or;
 - 2) The full-time Local 633 Steward present in that store, or;
 - 3) The part-time Local 175 Steward present in that store.

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

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

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

Sincerely,



T.A. Zakrzewski
Sr. Vice President,
Labour Relations

TAZ:pem

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

LETTER 9

LETTER OF UNDERSTANDING

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

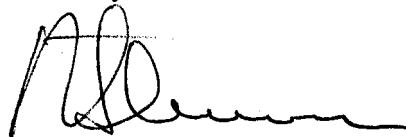
Attention: Mr. W. Hanley

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 5th day of October, 2003, relating to the following matter.

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

Sincerely,



T.A. Zakrzewski
Sr. Vice President,
Labour Relations

TAZ:pem

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

LETTER 10

LETTER OF _____

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

Attention: Mr. W. Hanley

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 5th day of October, 2003, relating to the summary of Company employee assistance programs, as follows.

Re: Substance Abuse

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

Re: Armed Robberies

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

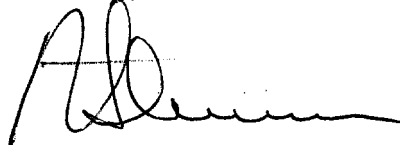
Re: L.T.D. or W.S.I.B. Claims Assistance

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

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

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

Sincerely,



T.A. Zakrzewski
Sr. Vice President,
Labour Relations

TAZ:pem

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

LETTER 11

LETTER OF _____

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

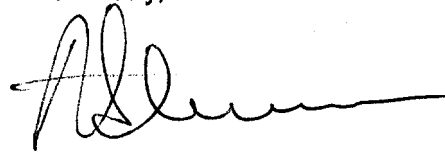
Attention: Mr. W. Hanley

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations **with** respect to the currency of the Collective Agreement dated the 5th day of October, 2003, relating to the following matter.

The Company agrees that it shall maintain two-thirds (2/3rds) of its conventional stores under the A&P Group I Collective Agreement.

Sincerely,



T.A. Zakrzewski
Sr. Vice President,
Labour Relations

TAZ:pem

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

LETTER 12

LETTER OF UNDERSTANDING

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

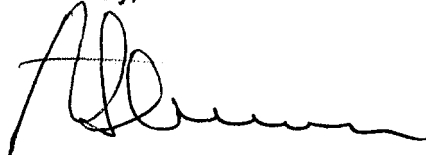
Attention: Mr. W. Hanley

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 5th day of October, 2003, relating to the following matter.

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

Sincerely,



T.A. Zakrzewski
Sr. Vice President,
Labour Relations

TAZ:pem

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

LETTER 13

LETTER OF _____

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

Attention: Mr. W. Hanley

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations **with** respect to the currency of the Collective Agreement dated the 5th day of October, 2003, relating to the following matter.

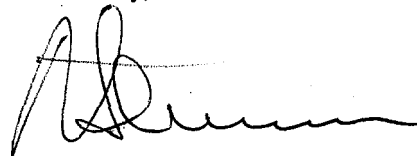
All full-time employees on the full time payroll as of January 1, 2003 shall be given personal assurance of employment from the date of ratification to the expiration date of the Agreement.

During the life of the Collective Agreement, in the event that a full time employee **overstaffing** situation arises in a store, the most junior employee in the classification in question **will** be required to transfer to another store location, providing such store location is within a reasonable travelling distance (40 kilometres) from home.

In the case of a store closure, if there is not a store covered by this Collective Agreement within forty (40) kilometres from home, an employee, in order to maintain full-time employment and his full-time assurance of employment, will be required to transfer more than forty (40) kilometres from home.

In the event a junior employee was absent on WSIB/LTD on January 1, 2003 and subsequently returns to work, he shall not be covered by the guarantee and shall be laid off, and the most senior employee on lay off shall be recalled in accordance with Article 9.02.

Sincerely,



T.A. Zakrzewski
Sr. Vice President,
Labour Relations

TAZ:pem

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

LETTER 14

LETTER OF UNDERSTANDING

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

Attention: Mr. W. Hanley

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 5th day of October, 2003, relating to the following matter.

In the event that a store covered by this Collective Agreement closes, the regular **pre-closure** hours (defined as the regular **non-Sunday** hours worked per week averaged over the ~~fifty-two~~ (52) weeks period prior to closure not including absent weeks due to illness, accident or **maternity** leave) worked by a part-time **employee(s)** of the closing store, who has at least **3** years service and who opts to exercise displacement rights in another store, will be added to the base hours of part-time employees of the receiving store with **3** years service or more.

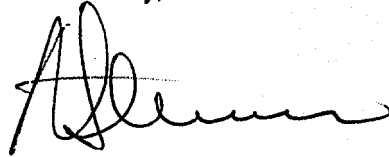
Should a significant number of such hours be added to a store location causing it hardship, the Company shall be entitled to **re-balance** the part-time complement of employees of the receiving store among neighbouring stores.

100% of any such additional hours accumulated by the receiving store during the first and subsequent contract years will be absorbed, subject to the following adjustments:

- a) to be reduced to reflect any subsequent limitation on **availability** for work by such employee, resulting in the employee working less hours;
- b) to be reduced by the hours of any part-time employee of the receiving store hired prior to October 5, 2003 whose employment is subsequently terminated;
- c) to be reduced by the same proportion as the store's base hours are reduced for competitive sales reductions (if at all), and if sales return, then hours return;

- d) to be reduced by 25% for the second contract year, by 50% for the third contract year, and discontinued altogether on September 23, 2006.

Sincerely,

A handwritten signature in black ink, appearing to read 'T.A. Zakrzewski', written in a cursive style.

T.A. Zakrzewski
Sr. Vice President,
Labour Relations

TAZ:pem

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

LETTER 15

LETTER OF UNDERSTANDING

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

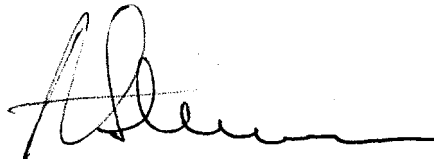
Attention: Mr. W. Hanley

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 5th day of October, 2003, relating to the following matter.

The parties agree to establish a steering committee made up of participants appointed by the Union and the Company respectively. This committee will be formed as soon as possible following October 5, 2003 and will enter into discussions regarding a reduced or alternative workweek, with the **objective** to better accommodate employees and/or the Company. By consent of the parties, a recommendation will be implemented on a trial basis lasting no longer than one quarter (12 weeks). This test will be conducted starting in the first full week in January of 2004, in the London market, and following the **12-week** test, the steering committee will evaluate and critique the process. If both parties are in agreement, the alternative workweek will be rolled out throughout the stores covered by this Collective Agreement. Each store rolled out will be evaluated to determine any negative impact on the business, and a decision will be made on the continuation of the alternative workweek program in that particular store. It is understood that it is not mandatory for any employee to participate in this program. It is also understood that agreed to changes to the Collective Agreement may be necessary to accommodate this program.

Sincerely,



T.A. Zakrzewski
Sr. Vice President,
Labour Relations

TAZ:pem

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

APPENDIX "A"

GROUP II STORES

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APPENDIX "A"

Preamble- Group II Stores

Arising out of collective bargaining which concluded in January of 2000, agreement of the Parties was reached regarding the merger of the "A&P", the "MFM", and the "Super Fresh" Collective Agreements. Appendix "A" of the merged Collective Agreement applies to employees working in Group II stores. Where the Collective Agreement calls for the seniority of an employee to extend beyond a store, the seniority of Group I and Group II store employees will be blended (dovetailed).

Movement Among Group I Stores, Group II Stores, and New Stores

1. The Parties agree that no store will convert to or open under the Appendix applicable to Group II stores unless it is approved by the Union.
2. The Parties agree that in the event that a Group I store is converted to a Group II store, all employees full-time and part-time can bump provincially to either a Group I store or a Group II store, or remain in their present store under the Appendix applicable to Group II stores.
3. If the employee ends up in a Group II store during this process, he will be given one (1) week's pay per year of service.
4. If a full-time employee in a Group I store converting to a Group II store, or a full-time employee in another Group I store so affected, wishes to terminate employment at the time of conversion, he will receive two (2) weeks' pay per year of service. (No five (5) year minimum; no twenty-six (26) week cap, minimum payment of five hundred (\$500.00) dollars.
5. If a part-time employee in a Group I store converting to a Group II store wishes to terminate employment at the time of the conversion, the calculation of two (2) weeks' pay per year of service will be based on the employee's average hours for the six (6) months before the announcement of the conversion, substituting for weeks when the employee was on vacation, leave of absence, maternity or parental leave, or bona fide illness. (No five (5) year minimum; no twenty-six (26) week cap, minimum payment of two-hundred and fifty (\$250.00) dollars.
6. When an employee of a Group I store or a Group II store exercises his bumping rights provincially into a Group I or Group II store, he will bump equal rated jobs regardless of the end wage rate, and will be paid according to the rates of pay of the Collective Agreement applicable to Group I stores or the Group II Appendix they now fall under.

ARTICLE I - RECOGNITION

- FT 1.01 The Employer recognizes the United Food and Commercial Workers International Union Local 175 as the sole and exclusive bargaining agency for all employees of the Group II store retail food supermarkets of The Great Atlantic & Pacific Company of Canada, Limited in the Province of Ontario, save and except Meat Department employees, Store Manager, persons above the rank of Store Manager, persons employed not more than twenty-four (24) hours per week and students employed in off-school hours and during school vacation periods. The Employer may appoint Assistant Store Managers in accordance with Letter #12 and the positions will be excluded from the bargaining unit. (When a new store opens, a discussion between the Union and Employer will take place).
- FT 1.02 The Employer recognizes the Local Union 633 as the sole and exclusive bargaining agency for all Meat Department employees of the Group II store retail food supermarkets of The Great Atlantic & Pacific Company of Canada, Limited in the Province of Ontario, save and except part-time employees employed for not more than twenty-four (24) hours per week.
- 1.03 Employees excluded from the bargaining unit shall not perform bargaining unit work except to instruct employees or in the case of a non-repetitive emergency.
- 1.04 With the exception of Fireco Sales Limited or its successors or greeting card jobbers, no representative of a supplying company shall perform any routine store work. This limitation however shall not prevent supplying companies from activity such as checking code dates, rotation, authorized sampling and special promotions and shall not apply to new store openings or openings following store renovations.
- 1.05 Schedule "A" Bakery, Schedule "B" Wages, Schedule "C" Employee Transfers, Schedule "D", Part-time Employees, and Schedule "E" Part-time Wage Scales form part of this Appendix "A".

E II - UNION SECURITY

- 2.01 Subject to the provisions of the Ontario Labour Relations Act, it is agreed that all employees covered by this Appendix "A" shall become members and shall remain members of the Union in good standing as a condition of employment. The Company shall forward the signed membership applications to the Union office, on the basis that the Company shall be held harmless if cards are not forwarded, or are lost.
- 2.02 (a) 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 as soon as their probationary period has been served.

- (b) On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her respective union steward. The steward will provide him/her with a copy of the Collective Agreement.

2.03 Upon the producing and delivering of the Union to the Employer an individual authorization in writing for such deduction, the Employer agrees to deduct Union initiation fees and dues from the first pay of all Union employees.

2.04 The Company agrees that each employee, upon employment, will be required to sign an authorization card directing the Company to deduct Union initiation fees and weekly dues from the first pay due 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 fifteenth (15) day of the following month.

2.05 The Company will, at the time of making each remittance hereunder to the Financial Secretary of the Union, supply a statement showing the following information from whose pay deductions have been made:

- (a) All monthly dues for members to be submitted in alphabetical order with current address, postal code, 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 reasons for no deduction.
- (b) Twelve (12) checkoffs per year (calendar months).
- (c) MONTHLY
- New members to be listed in alphabetical order with current address, postal code, Social Insurance Number, date of hire and starting salary.
 - Terminations or resignations to be listed in alphabetical order with current address, postal code and Social Insurance Number and date of termination or resignation.
 - Addresses to be updated as well as name changes; i.e. marriage and transfers from one local to another to keep records current.

2.06 The Employer will pay up to a maximum of nine (9) persons on the Negotiating Committee for time spent on negotiations during their scheduled hours, at the normal rate of pay.

2.07 The Union shall indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the Employer from any and all claims, demands, actions or causes of action arising out of or in any way connected with the collection of such dues and initiation fees for Union members only.

ARTICLE III - MANAGEMENT

3.01 The Union agrees that: the Employer has the exclusive right and power to manage its business, to control the direction of the staff including the right to plan, direct and control the operations, hire, suspend, or discharge for good and sufficient cause and to relieve employees from duty because of lack of work. The

right to establish and maintain reasonable rules and regulations covering the operation of the stores, a violation of which shall be among the reasons for disciplinary action including discharge, is vested in the Employer. The Employer will discuss the rules and regulations with the Union prior to their implementation. The above rights shall be exercised subject to the applicable provisions of the Collective Agreement including the Grievance Procedure.

- 3.02** The direction and supervision of the working force shall, at all times, be the responsibility of the Employer only.
- 3.03** The Employer has the right to introduce new ~~or~~ improved methods of operation, handling methods ~~or~~ facilities; the Union will be given advance notice of any such changes and discussion will take place **between** the parties before the introduction of any change. The Employer further agrees that insofar as is practicable, there will be no loss of employment because of the changes in **operations**. Changes made in accordance with the above will be subject to the Grievance Procedure.
- 3.04** At the ~~time~~ of the introduction of U-scan in a store, there will be no layoff of existing full-time employees as a result of ~~such~~ change.
- 3.05** The parties agree that the foregoing enumeration of management's rights shall not be deemed to **exclude** other **recognized** functions of management not specifically covered in this Agreement. The Employer, therefore, retains all the rights not otherwise specifically covered in this Agreement.

ARTICLE IV - DISCIPLINE OF PERMANENT EMPLOYEES

- 4.01** No permanent employee shall be discharged or disciplined without good and sufficient cause.
- 4.02**
- (a) The Employer agrees that, whenever an interview is held with an employee that ~~becomes~~ a part of his record regarding his work or **conduct**, the store steward will be present as a witness. The employee may request that the store steward leave the meeting.
 - (b) During the interview, the employee and the store steward will be given an opportunity for consultation.
 - (c) In the event the 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.
 - (d) ~~If~~ a meeting is held without the steward, any **conclusions**, verbal or written, will be null and void except when the employee requests the steward to leave.
 - (e) Should any reprimand, warning or disciplinary measure be issued in writing, the employee in question shall receive a **copy** of such reprimand, warning or disciplinary measure within seven (7) worked days ~~of~~ the discovery of the alleged offense, except that an extension of **time** ~~may~~ be requested in order to complete an investigation.

- 4.03 (a) The Employer agrees that upon written request to the Regional Managers, an employee or the Union, at Step 3, may view all documents pertaining to unsatisfactory conduct or work performance contained in the central personnel file when deemed necessary.
- (b) When an employee has given twelve (12) consecutive months with no unsatisfactory conduct documentation in his/her file, Employer agrees to remove all such documents,

ARTICLE V- WORKING CONDITIONS

5.01 The Employer agrees it will not lay off employees or change conditions of employment or working conditions except for a reduction of workload, mechanization or improved operating methods. In the event that any of the above actions are planned, the Union will be advised of such action and discussion will take place before action is taken.

5.02 The principles of seniority shall be recognized by the Company. Lay-offs due to lack of work, and recalls, shall be made on the basis of seniority, provided that the senior employee has the skill and ability to do the job in a competent manner. In the event a service or production clerk or a meat cutter is to be laid off out of seniority order within his classification, where lack of skill and ability is a factor, such employee if he so requests shall receive the normal training in order to qualify him to displace a junior employee within his own classification, or may exercise bumping rights providing he has the skill and ability to do the job in a competent manner into an equivalent or lower job classification, or into the meat cutter classification if he is a member of Local 633, or into the Bakery Department Head classification if the employee is a Type 2 Bake-Off Production Clerk.

- (a) An employee, who is in a posted position as set out in Article 5.04, shall be credited with classification seniority commencing with the effective date of his promotion to that classification. In the event of the lay-off of an employee in a posted position, such employee may exercise his classification seniority by choosing one (1) of the following alternatives:
- (i) Bump another employee in the same classification, providing he has more classification seniority, regardless of the volume(s) of the department(s) concerned. For this purpose, the classifications of Grocery Department Head and Produce Department Head shall be considered to be equivalent classifications, provided the senior employee has the skill and ability to do the job in a competent manner; or
 - (ii) Bump another employee in a lower posted position, providing he has more classification seniority in the same and/or higher classification(s) and has the skill and ability to do the job in a competent manner; or
 - (iii) Bump another employee in a non-posted position, providing he has more seniority - list seniority, as per Article 8.15, and has the skill and ability to do the job in a competent manner.

In the event that two (2) or more employees have the same classification seniority, the senior employee shall be deemed to be the one with the greatest seniority on the seniority list as provided under Article 8.15. In the event that two (2) or more employees have the same seniority date on the seniority list, the senior employee shall be deemed to be the one with the greatest continuous service.

- (b) With the exception of the meat cutter or Bakery Department Head classification as addressed in Article 5.02 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 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 5.02 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 (c) 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) 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.
- (f)
 - (i) An employee re-assigned under this clause will be given first opportunity to return to his/her original store should an opening occur, providing he applies in writing to the Personnel Department, receipt of which will be acknowledged, and such application shall not be effective for two (2) weeks from the date of its receipt.
 - (ii) An employee who has been reassigned or displaced under this clause may apply to be returned to a store closer to his/her home. Such application will be made in writing to the Personnel Department, and shall not be effective for two (2) weeks from the date the Company receives the written request. Should a permanent opening occur, the senior applicant with the skills and qualifications to do the job shall be given first consideration, providing it does not prevent the recall of a senior laid off employee.
- (g) In the event an employee is laid off in accordance with Article 5.02, and he is subsequently recalled, upon completion of at least one (1) full week of recall, his recall rights shall be renewed.

5.03 Four (4) weeks' notice of a planned store closing will be given. In the event of a store closing the provisions of Article 5.02 will apply; however, the most senior employee will initiate the procedure and in the case of planned store closings the choices outlined in Article 5.02 will be made not later than ten (10) calendar days from the time of notice, or the employee will be laid off.

5.04 For the purpose of layoffs and recalls, the seniority for Department Heads, Assistant Meat Department Heads, Assistant Produce Department Heads, Night Production Foremen, Deli Department Heads, Bookkeepers, and Fish Responsibles, displacing within their own classification, will be the date of his/her last date of promotion into the position. For the purpose of displacing an employee in an Assistant Department Head classification, a Department Head's seniority will combine continuous Department Head and Assistant Department Head seniority.

For other purposes, the seniority will be the date of full-time hire and any seniority credits earned.

- 5.05**
- (a) When a full-time employee requests part-time employment under Article 5.02, the employee will have the right to select a store in which to work (same department), and, if no opening exists in that department, the most junior part-time employee in that department will be displaced.
 - (b) Employees who voluntarily revert from full-time to part-time status may choose any store and carry all seniority.

5.06 In applying the above Article 5.02, the provisions of Article 8.08 and Appendix "C" will not apply.

5.07 Employees with less than one (1) year of service will be given one (1) week's notice of layoff from employment or one (1) week's pay in lieu of notice. Such notice shall not apply when an employee temporarily relieves as in Article 8.02 or when he/she elects to accept part-time employment.

5.08 Employees with more than one (1) year's service will be given two (2) weeks' notice of layoff from employment or two (2) weeks' pay in lieu of notice. Such notice shall not apply when an employee temporarily relieves as in Article 8.02 or when he/she elects to accept part-time employment.

5.09 Employees will be given up to five (5) calendar days to exercise their decision under Article 5.02 to move to another store or accept part-time work and for those who elect layoff from employment, the five (5) calendar days will be included in the required notice period.

- 5.10**
- (a) Employees will be recalled from layoff in order of seniority provided they possess the required skills and qualifications to perform the position.
 - (b) An employee will at the time of his layoff advise the Company, in writing, of the store or stores in which he is willing to accept a recall. The employee may change this list at any time during layoff but such change shall not be effective for two (2) weeks from the date the Company received the change, in writing.

5.11 In the event of a major disaster affecting the operation of the Company's stores, the Company and the Union will discuss scheduling and the deployment of employees.

E VI - NO

- 6.01** The Employer and Union agree there shall be no discrimination on account of race, colour, weed, age, sex, marital status, ancestry, place of origin, ethnic origin, citizenship, sexual orientation, family status, or handicap.
- 6.02** The Company and the Union agree that there will be no Intimidation, discrimination, Interference, **restraint** or coercion exercised or practiced by either of them or their representatives or members because of an employee's activity or lack of activity in the Union.
- 6.03** The Company and the employees shall not enter into any agreement inconsistent with the provisions of the Collective Agreement.

ARTICLE VII - RIGHTS OF THE

- 7.01** It is agreed that the business agent of the Union shall be admitted during working hours, at reasonable times, to interview employees while on duty or to inspect working conditions; provided, however, that such visits shall be calculated to cause a minimum of disturbance with the Employer's business and further that the business agent shall first report his presence to the Store Manager or, in his absence, the person in charge of the store, on the occasion of **each** of such visits.

E VIII - SENIORITY RIGHTS

- 8.01** For all new, regular employees, there shall be a probationary period of twenty-five (25) worked days of accumulated service and during such probationary period, the Employer shall have the right to discharge a probationary employee with or without good and sufficient cause. Such discharge shall not be subject to the terms of the Grievance Procedure.
- 8.02** Regular employees shall not acquire seniority rights during a probationary period of twenty-five (25) worked days. However, if an employee is continued in employment after such period, seniority shall commence from the commencement of such continuous employment. Full-time employees temporarily relieving in higher rated jobs due to leave of absence, illness, accident, vacation, etc., for a period in excess of ten (10) weeks, will be reclassified to the new classification. In the case of an open job, an employee will normally be reclassified immediately but in no case shall the job remain open in excess of two (2) weeks.

- 8.03**
- (a) A part-time employee reclassified to full-time on jobs involving the same skills, will not be required to serve a further probationary period.
 - (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 one (1) year, to his full-time employment. Seniority thus acquired will be used for determining Christmas bonus, vacation, wages, layoff and recall.
 - (c) An employee reclassified from part-time to full-time will be covered by the Group Insurance Program and Salary Continuance after a three (3) month waiting period. OHIP premiums will be paid after a six (6) week waiting period.
 - (d) An employee who goes from full-time to part-time will be credited with complete part-time and full time seniority.
 - (e) Employees working more than one-half (1/2) their full normal week in a higher rated position will be paid the rate of the higher position in that week.

8.04 Applications for promotion to and/or training for the positions of Grocery, Produce and Meat Department Head, Head Cashier, Assistant Meat Department Head, Fish Responsible, Deli Department Head, Bakery Department Head and Night Production Foreman will be available to all employees upon request. Such training shall be assigned by seniority providing the applicant has the qualifications and ability to warrant the training.

Such forms shall be supplied by the Company and may be submitted to the Personnel Manager at any time by an employee. Following their submission, such applications will be valid for a period of two (2) years but may be renewed at any time. The Personnel Manager may post a bulletin soliciting applications at any time.

8.05 Promotions within the bargaining unit shall be on the basis of:

- (a) seniority
- (b) skills and qualifications

It is agreed that where skills and qualifications are relatively equal, seniority will govern.

8.06 The Employer agrees that when a promotion takes place within the bargaining unit to a position as outlined in Article 5.04, the name and seniority date of the promoted employee and the position and store to which he or she was promoted, will be posted on the bulletin board of all Group I and Group II stores within ten (10) days. The Union office will receive a copy of all such notices.

8.07 Employees who feel that by reason of seniority they have been passed over, may grieve such promotion within seven (7) days from the date the notice is posted commencing at Step 2 of the Grievance Procedure.

8.08 It is agreed that transfers of employees between stores are essential to the proper operation of the business and that the employees will co-operate with the Employer in this matter. The Employer agrees that, if the

employee has a good and sufficient reason for not accepting a transfer, he will not **be forced** to transfer and he will not be discriminated against with regard to future transfers because of his failure to accept the transfer in question. In the event of new store openings, personnel will be given consideration, provided they qualify with seniority, skill and qualifications, and providing the employee applies in writing to the Labour Relations Department **ten (10)** weeks in advance of the store opening, **or** within two (2) weeks following the announcement of a new store opening if such announcement is less than ten **(10)** weeks prior to opening.

8.09 The Employer, where requesting an employee transfer that reasonably requires change of residence, will pay reasonable moving expenses. The Employer when requesting an employee transfer. Will pay reasonable moving expenses as defined in Schedule "C".

8.10 The seniority rights **of** an employee shall be terminated **if** the employee:

1. voluntarily leaves the employ of the Employer;
2. is discharged for cause;
3. fails to return to work after a lay-off within fourteen (14) calendar days after notice of recall has been forwarded to his/her last address on file with the Employer;
4. fails to return to work upon the conclusion of a leave of absence without reasons satisfactory to the Employer;
5. is not recalled to work when laid off due to lack of work, for more than eighteen (18) months.
6. has an unreported absence for three **(3)** consecutive working days without a satisfactory reason.

8.11 If an employee is absent from work because **of an** accident or sickness, **he or she** shall **not** lose seniority rights except as provided hereinabove. In the event that the employee **is** absent from work for a period of less than thirty-nine (39) weeks, he shall be returned to the position that was held prior to **such** absence. In the event that any employee is absent for more than thirty-nine **(39)** weeks by reason of accident or sickness, he shall be returned to the position held prior to such absence, but in the event that the position has been filled by another employee, he shall return to a position of equal rating provided, however, that he **possesses** the ability and physical fitness to qualify to the position aforesaid.

8.12 Employees who are unable to perform their regular duties because of accident or illness will be **considered** for different type of work where practicable. The Union and Company will co-operate in identifying suitable **alternative** work,

8.13 An employee who is promoted to a position outside of the bargaining unit shall be permitted to return to the bargaining unit any time within **twelve (12)** months without **loss** of seniority or other benefits. For further clarity, seniority shall include time in position seniority as described in Article 5.04. No existing employees will be demoted or displaced as a result of the return of said employees. The Company will advise the Union in writing when employees are transferred out **of** and into the bargaining unit.

8.14 Employees who wish to be considered for transfer to another store, must apply in **writing** to the Labour Relations Department, indicating the **location(s)** of interest, and such request shall be included on the Transfer Request List **two** (2) weeks following its receipt. Should the Company determine that a store has a permanent full time **job** to be filled, it shall review the Transfer Request List first, and transfer the most senior applicant, where the skills and qualifications of applicants to fill the job are relatively equal. In the case of the transfer request of a person in a posted position, **two** department volume classifications will be recognized based on the average total department **sales** over the previous 4 quarters:

Volume 1 - the top 50% of department sales.
Volume 2 - the bottom 50% of department sales.

At the Company's discretion, the foregoing may not apply in the case of a new store opening.

8.15 The Company agrees to post in each store the seniority list for Local Unions **175** and **633** semiannually,

ARTICLE IX : OF WORK

9.01 The Employer has the right to schedule a normal work week not exceeding thirty-seven (**37**) hours for each employee and said hours are to be worked in five (5) days: four (4) days at eight (8) hours and one (1) day at five (5) hours. Where practicable, reduced hours are to be taken at the end of the shift. Employees may **be** scheduled to work one (1) evening if the store is open up to three (**3**) evenings per week. They may be scheduled to work up to two (2) evenings if the store is opened in excess of three (**3**) evenings per week. An employee will not be scheduled to work on **two** (2) successive evenings. An employee will be scheduled two consecutive days off (normally Saturday and Sunday) once during each three (**3**) week operation period. Weeks during which a **Specified** Holiday falls shall not form part of the three (**3**) week operating period.

9.02 An employee who is unable to report for work as scheduled will advise the Store Manager, or his appointee, as far in advance as possible but not later than the scheduled starting time. The Employer will recognize valid reasons from employees not being able to advise the Store Manager or his appointee before their scheduled starting time.

9.03 An employee shall not **be** scheduled to work later than one-half (**1/2**) hour beyond the store closing time or earlier than one (1) hour prior to the store opening. Whenever it is mutually agreeable to the employee and the Employer, **an** employee may be scheduled to work one (1) hour beyond the closing time of the store, and

commence work up to three (3) hours prior to the store opening, with a payment of a premium from 6:00 A.M. to 7:00 A.M.

For the purpose of this Article, the store opening time is considered to be 9:00 A.M. and store closing is considered to be 10:00 P.M.

- 9.04
- (a) On any evening when an employee is not scheduled to work and the store is open for customer shopping, the employee will not be scheduled to work beyond 6:00 p.m. except Saturday evening when he/she may be scheduled to work until 6:30 p.m. or one-half (1/2) hour beyond the closing time of the store. By mutual agreement between the Employer and the Employee, this provision may be extended by one-half (1/2) hour.
 - (b) On any evening when an employee is not scheduled to work the employee will not be scheduled to work beyond 6:00 p.m. except Saturday evening. If the store is not open for evening shopping, then employees may be scheduled to work until 6:30 p.m. or one-half (1/2) hour beyond the closing of the store. By mutual agreement between the Employer and the Employee, this provision may be extended by one-half (1/2) hour.
 - (c) Employees who work between 6:00 p.m. and 11:00 p.m. on Saturday evening when the store is open for evening shopping, will receive a premium of one dollar twenty-five cents (\$1.25) per hour for said hours.

9.05 When the schedule of working hours requires employees to work during evening hours, the Employer agrees to give the employee one (1) hour off for supper without pay and shall pay the employees two dollars seventy-five cents (\$2.75) per evening as supper money. If an employee works overtime to 8:00 p.m., he shall be paid supper money. This two dollars seventy-five cents (\$2.75) supper allowance also applies to night staff who work ten (10) hours or more in any one (1) night.

9.06 A work schedule shall be posted in the department on each Thursday by noon showing the scheduled working hours for each employee covered by this Agreement for the succeeding week and no change in such schedule shall be made except in the case of sickness, accident, bereavement, fire, flood, major snowstorms or other similar circumstances beyond the control of the Company which causes the necessity of closing the store where the employee is regularly employed. The Store Manager shall give the store steward a copy of such work schedule.

Insofar as practicable, employees will be given advance notification of their day off (2 weeks).

9.07 The employee will be paid for his scheduled hours of work providing he is available.

9.08 The main meal period will normally be one (1) hour. However, on the night shift and where practicable on the day shift, employees will be scheduled for one-half (1/2) hour meal period. The main meal period 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.

- 9.09
- (a) Employees who work a complete shift when the store is not open for business will be paid a night premium of eighty cents (80¢) per hour. Such night shift shall be scheduled to commence between 10:00 P.M. and 12:00 midnight, except Sunday when it shall be scheduled to commence at 12:00 midnight. The night premium will be incorporated in the vacation pay, statutory holiday pay, and the absence pay provided under Article 25.03, of the members of the night production crew.
 - (b) The work week for night shift employees will be scheduled in five (5) consecutive nights, four (4) nights at eight (8) hours each and one (1) at five (5) hours, OR alternatively, members of the night production crew may be scheduled three (3) weeks of thirty-seven (37) hours plus two (2) hours and one (1) week of thirty-one (31) hours on a rotation basis. The two (2) hours during the three (3) weeks will be paid at straight time and six (6) hours thus accumulated will be paid during the thirty-one (31) hour week. The arrangement will be for the entire store night crew, not on an individual basis. For the purpose of this Article, rotation means one (1) week in four (4), spread across members of the night production crew. The alternative arrangement set out in Article 9.09 (b) regarding the banking of hours shall not apply to employees hired after October 5, 2003.

9.10 The junior employee(s) in a store shall be assigned to work the night shift. Employees may rotate from days to nights or vice versa, to be worked out on a voluntary basis by the employees of a store. The Company is restricted to eliminating the night crew in a store once during a contract year.

The Night Production Foreman (N.P.F.) affected by the movement of a complete night crew to days will be offered the following options:

- 1) to displace any junior employee in his/her classification in the store of his/her choice,
OR
- 2) reassignment to a day clerk's job in his/her store.

Any N.P.F. affected will have recall rights to a N.P.F. position for a period of eighteen (18) months.

- a) One person night shifts may not be scheduled in a meat department to prepare meat, or in a store.
- b) When a permanent vacancy (addition to staff) becomes available on days, the most senior employee on nights, possessing the skills and qualifications to perform the job, will be given first consideration, and the Company shall post the name of the successful candidate.

9.11 Employees called in to work on their day off will be guaranteed four (4) hours work at double time. If they are scheduled to come in on a day the store is closed, for purposes of inspection, etc., they shall receive a minimum of seven dollars fifty cents (\$7.50).

9.12 Time clocks will be provided in each of the stores for the purpose of recording and calculating bargaining unit employees' wage entitlements. All employees will record starting and quitting times and lunch or supper periods.

9.13 Employees called in to work on Sunday will be guaranteed four (4) hours and receive a premium of \$1.60 per hour. Sunday hours shall be in addition to the regular full-time work week, and shall be voluntary. No Sunday premium for working on Sunday shall be payable to, and Sunday work shall not be voluntary for, employees who are hired full time after October 5, 2003, or, who are advanced to full-time with a part-time start date after October 5, 2003.

9.14 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.

ARTICLE X - OVERTIME

10.01 Time and one-half shall be paid for time worked beyond the daily or weekly schedule of working hours hereinabove referred to. Overtime shall be evenly distributed insofar as practicable over a four (4) week period, such period to coincide with the Employer's four (4) week operating period.

10.02 There shall be no duplication of overtime premiums.

10.03 There shall be no split shifts.

10.04 A regular employee shall not be temporarily laid off during a work week solely for the purpose of avoiding payment of overtime pay.

10.05 Double the regular rate of pay will be paid for all time worked on the employee's scheduled day off. A premium of \$1.60 per hour will be paid for all time worked between 11:00 P.M. Saturday and midnight on Saturday. The premium of \$1.60 per hour shall not be payable to employees who are hired full time after October 5, 2003, or, are advanced to full-time with a part-time start date after October 5, 2003.

ARTICLE XI - ~~A1~~ HOLIDAYS

11.01 There shall be ten (10) holidays during the term of this Agreement. These holidays are as follows:

New Year's Day
Good Friday
Victoria Day
Canada Day

Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day

Boxing Day

Personal day as a floater on a mutually agreeable date within the vacation year.

Heritage Day will be granted if proclaimed by the Ontario Employment Standards Act.

- (a) In the event a holiday falls on a Sunday, the next work day shall be recognized and paid as a holiday. In the event that is also a holiday, the next work day shall be **recognized** and paid as the holiday.
- (b) All employees shall be entitled to full pay for such holidays provided, however, that no employee shall be paid for such holiday if he or she absents himself without good or valid excuse on the day **before** or the day after such holiday.

11.02 During the week in which one (1) statutory holiday falls, the employee will be paid time and one-half for all hours worked in excess of twenty-nine (29) hours. During the week in which two (2) statutory holidays fall, the employee will be paid time and one-half for all hours worked in excess of twenty-four (24) hours, except that double the regular rate of pay will be paid on the employee's scheduled day off, and with the exclusion of employees hired after October 5, 2003 as described in Article 10.05, a premium of \$1.60 per hour will be paid for all time worked between 11:00 p.m. Saturday and midnight on Sunday.

- (a) 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) 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.

11.03 Payment for work performed on any of the above described holidays shall be on the basis of one and one-half (1 1/2) times (two (2) times if the store was not open for business on the holiday) the regular rate per hour, in addition to his regular holiday pay, providing he otherwise qualifies in **accordance** with 11.01 above. Such employee will be paid for authorized work performed on Civic Holiday at his regular straight time hourly rate of pay (two (2) times if the store was not open for business on the Civic Holiday) **in** addition to any holiday pay to **which** he may be entitled.

11.04 Employees will be given a minimum of forty-eight (48) hours notice if required to work on a statutory holiday. In no case will an employee be required to work less than **six** (6) hours on a statutory holiday when scheduled to work.

ARTICLE XII - VACATIONS

12.01 The date for determining the length of vacation in a calendar year shall be May 1st in that calendar year.

12.02 If employment is terminated either by the Employer or the employee and the employee has less than three (3) months' service, the provisions of the Ontario Employment Standards Act will govern.

12.03 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.

| <u>Length of continuous service as of the employee's anniversary date of employment</u> | <u>Length of Vacation</u> | <u>Vacation pay at employee's regular straight time hourly rate of pay period immediately prior to vacation</u> |
|---|---------------------------|---|
| After one (1) year | 2 weeks | Seventy-four (74) hours |
| After five (5) years | 3 weeks | One Hundred & Eleven (111) hours |
| After nine (9) years | 4 weeks | One Hundred & Forty-eight (148) hours |
| After sixteen (16) years | 5 weeks | One Hundred & Eight-five (185) hours |
| After twenty-three (23) years (eff. 2004) | 6 weeks | Two Hundred & Twenty-two (222) hours |

12.04 Pay for vacation shall be granted to the employee at the beginning of the vacation period.

12.05 If a holiday, as listed in Article 11.01, **occurs** during the employee's vacation period, such employee shall be entitled at the option of the Employer, to receive either one (1) day's pay calculated on eight (8) hours' pay at time and one-half, or one (1) day extra holiday consecutive with his/her vacation.

- 12.06
- 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 of 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.

12.07 Vacations will NOT be cumulative.

12.08 The Employer agrees that where practicable a full-time employee will be scheduled off on the Saturday prior to starting vacation.

12.09 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 (eff. 2004) | - | 12% of earnings for work performed |

ARTICLE XIII - LEAVE OF ABSENCE

- 13.01** (a) A request for leave of absence for any legitimate purpose shall be considered by the Employer and shall not be unreasonably withheld. The Company prefers that no leave of absence be consecutive with annual vacation during the prime time and may find it necessary to refuse a request where it would cause difficulty in operating the store or department. Employees must use up any vacation credits before requesting a leave of absence. Requests for leave of absence shall be in writing, through the Store Manager. Permission, if granted, shall be in writing from the Personnel Department. If the request is refused, written reasons for the refusal shall be given. Employees shall normally receive a written reply to a request for leave of absence within two (2) weeks of the submitting of such request. Under no circumstances shall any such leave of absence continue in excess of six (6) months save those referred to in Article **13.03** hereof.
- (b) Upon request to the Employer, the Employer shall allow leave of absence without loss of seniority for the period of time that the employee is a candidate in federal, provincial, regional, or municipal elections. An employee elected to public office shall be allowed leave of absence without loss of seniority during his/her first term of office.
- 13.02** The Employer agrees to grant written leave of absence for a period of not more than twelve (12) months to any employee who has been elected or appointed to a position with the International or Local Union, if such duties require him to have leave of absence from his Employer duties on a full-time basis - the employee to give reasonable notice.
- 13.03** The Employer 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 Employer, subject to the following:
- (a) An employee may commence pregnancy leave at any time following three (3) months after commencement of pregnancy.
- (b) The pregnancy leave of an employee shall be no less than seventeen (17) weeks in duration.
- (c) The pregnancy leave of an employee shall end no later than seventeen (17) weeks after the date of birth.
- (d) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends.
- (e) Parental leave ends a maximum of eighteen (18) weeks after it begins.
- (f) Parental/Pregnancy leave forms referred to above shall be posted on the bulletin boards of the Employer.

ARTICLE XIV - UNIFORMS AND TOOLS

- 14.01** (a) Uniforms which the Employer requires shall be furnished without charge. Laundering of such garments shall be paid for by the Employer.
- (b) Where uniforms are issued which become the personal property of the employee, the employee will accept the responsibility for care and laundering of the uniforms.
- (c) The Employer will furnish necessary tools and pay for the sharpening of same.

- (d) Service Clerks will not use a knife, cleaver or power tools with the exception of Service Counter employees who may use a knife or slicer.
- (e) Under no circumstances are the uniforms not owned by the employee or tools provided hereunder to be removed from the store premises overnight.
- (9) The Company agrees that part-time employees of Local 175 will not be engaged in any type of work in the Meat Department where they may be required to use the tools of the trade, i.e., knife, cleaver, saw or power equipment normally used by meat cutters, except in those instances where there is mutual agreement between the Company and Union. Part time cutters shall be members of Local 633, and shall be paid the top new hire rate of pay. The use of part-time hours shall not cause the lay-off of any full-time cutters hired prior to November 19, 1993.
- (g) Where garment elements of the Employee Appearance Policy are required, the Company will provide same at no charge to the employees.

14.02 The Employer shall supply each store with one (1) freezer coat per freezer. The Employers shall supply two (2) garments to each store for use on carry-out, carriage pick-ups, etc.

ARTICLE XV - WORKER'S COMPENSATION

15.01 The Employer agrees to provide its employees with standard workers' compensation coverage.

15.02 If an employee is injured 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.

ARTICLE XVI - STORE STEWARD

16.01 The Union shall have the right to designate two (2) store stewards for each store for the day shift and one (1) for the night shift (when applicable). The Employer will be informed of the names of the stewards. The Union shall have the right to designate an alternate for the day steward in Local 175 to act in his/her absence.

ARTICLE XVII - ADJUSTMENT OF GRIEVANCES

17.01 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.

17.02 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, within seven (7) working days after the circumstances giving rise to the grievance originate or occur, for review and adjustment by the Employer if necessary. Such grievances shall be processed as follows:

Step I

The employee and the steward will discuss the complaint or grievance with the Store Manager, or his appointee. Failing settlement, the Store Manager, or his appointee, shall give an oral decision at the conclusion of the meeting, or within three (3) working days if further investigation is necessary; failing settlement -

Step II

Within three (3) working days after the decision is given under Step I; the written grievance shall be submitted by the Union Steward to the Store Manager or his appointee. The grievance shall be signed by the employee, and shall set out the nature of the grievance, the sections allegedly violated and the remedy sought. The Store Manager or his appointee will respond in writing and forward the Company's copy to the District Manager, and return the Union's copies to the Steward within twenty-four (24) hours. A discussion will be held between the District Manager or his appointee and the Business Representative of the Union within ten (10) days. 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 III

Within five (5) working days after the decision is given at Step II, the grievance may be submitted in writing to the Personnel Manager, or his appointee. If requested, a meeting may be held within a further period of five (5) working days between the Personnel Manager, 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 Personnel Manager, or his appointee's decision shall be delivered in writing within five (5) working days following the date of such meeting.

- 17.03 In the case of a discharge, a grievance may be filed by an employee who feels he was unjustly dealt with. Such a grievance must be filed within four (4) working days from the date of dismissal. and shall commence at Step 2. In any subsequent disposal of this case during the Grievance Procedure, the Employer may reinstate the employee with full back pay, suspend the employee for a definite period, or sustain the discharge, if mutually agreed to by the parties to this Agreement.
- 17.04 Grievances concerning rates shall commence at Step 2 of the Grievance Procedure and the disposition of such grievances, if sustained, shall include the determination of the effective date of the increase with retroactivity thereto.
- 17.05 The Employer or the Union may file grievances commencing at Step 2 or Step 3.
- 17.06 The time limits as prescribed above may be modified by mutual agreement of the parties.

ARTICLE XVIII - ARBITRATION

- 18.01 Should the grievance involve the alleged misinterpretation or violation of the Agreement, either party may be free to appeal to arbitration from Step 3 within thirty-one (31) days from the date the decision was given at that step. The parties shall attempt to agree on a single Arbitrator from a list previously agreed to by the parties to this Agreement. If the parties agree on an Arbitrator, the party requesting arbitration shall then

refer the grievance within said delay to the chosen Arbitrator with a statement of the issue to be arbitrated upon by him. Notice of said reference and a copy of said statement shall be forwarded simultaneously to the other party. The decision of the Arbitrator shall be final and binding upon all parties involved. If the parties cannot agree on an Arbitrator within fourteen (14) days from the date of the notice to arbitrate, each shall appoint, within one (1) week, one (1) nominee as its member on a Board of Arbitration that will decide upon the matter. Each party shall advise the other of the name and address of its nominee to the Board within said delay of one (1) week.

18.02 If the two (2) nominees are unable to agree upon the choice of a third member to *act* as Chairman within two (2) weeks, the Minister of Labour for the Province of Ontario shall be requested to appoint a Chairman. The Board shall hear the dispute and its decision (or a majority decision) shall be final and binding upon the parties. Where there is no majority decision, the decision of the Chairman is final and binding.

18.03 The Arbitrator or Board of Arbitration, as the case may be, 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 decision inconsistent with the terms and provisions of this Agreement.

18.04 In determining any discharge or any other disciplinary grievance, the Arbitrator or Board of Arbitration, as the case may be, shall have the authority to:

- (a) affirm the Employer's action and dismiss the grievance;
- (b) set aside a penalty imposed by the Employer and restore the grievor to his former position with or without compensation; or
- (c) vary or alter the penalty imposed by the Employer as the Arbitrator or Board of Arbitration may deem justified.

18.05 Each of the parties hereto will bear the expenses of the nominee appointed by it, if applicable, and will share equally the expenses of the Arbitrator or Chairman of the Board of Arbitration.

EX W

- 19.01**
- (a) The salary schedules negotiated and agreed to are shown in Schedule "B" for United Food and Commercial Workers International Local Union 175 and for Local Union 633.
 - (b) Department Heads in both Locals are to be divided into three (3) equal groups and are to be paid premium pay on the following basis:
LOCAL 175 DEPARTMENT HEADS;
Group 1: base rate plus \$ 5.00
Group 2: base rate plus \$20.00
Group 3: base rate plus \$30.00

LOCAL 633 DEPARTMENT HEADS

Group 1 base rate

Group 2: base rate plus \$15.00

Group 3: base rate plus \$25.00

- (c) Upon completion of their respective probationary period, employees with previous experience when hired will be entitled to receive the wage rate corresponding in the wage scale to their previous comparable experience.
- (d) Any employee who starts at a higher rate than that shown shall progress to the next rate in the time interval shown. (For example, an employee starting at the nine (9) month rate shall progress to the fifteen (15) month rate ~~six (6)~~ months after his/her date of employment and so on).
- (e) Merit increases will not delay or affect the regular increases to which an employee is entitled in accordance with Schedule "B".
- (f) All employees will receive a slip or cheque stub showing gross pay, overtime separate and all other deductions itemized.
- (g) Employees assigned to a higher rated job will be paid the rate of the higher rated job.
- (h) Employees will be paid on Thursday for the work performed during the previous week.
- (i) All full time employees hired prior to October 5, 2003 shall receive across-the-board increases as follows:
 - an increase of 25¢ per hour retroactive to and including September 21, 2003 on all hours worked, including vacation and specified holidays.
 - effective September 19, 2004, a lump sum of \$1,000.00.
 - effective September 18, 2005, an increase of 30¢ per hour.
 - increases added to all rates on the pre January 30, 2000 schedule.
 - increases added to the end rates only for the post January 30, 2000 schedule.

ARTICLE XX - REST PERIODS

20.01 Employees shall be granted rest periods aggregating thirty (30) minutes during each shift. Wherever feasible, such rest periods shall be allocated as nearly as practicable at the midpoint of each half-shift.

ARTICLE XXI - SAFETY AND HEALTH

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

21.02 The Union will co-operate with the Employer in maintaining good working conditions, and promoting safe work practices.

21.03 All stores are to be properly heated and ventilated.

E) - REST ROOM

22.01 (a) Adequate rest rooms shall be provided and kept heated and ventilated and in a sanitary condition. The employees shall co-operate with the Employer in keeping the rest rooms in a clean and sanitary condition.

(b) The Employer agrees to provide where requested a security device for employees' coats.

ARTICLE XXIII - NO STRIKES ; LOCKOUTS

- 23.01** In view of the orderly procedure established herein for the disposition of employees' grievances, the Employer and the Union agree that there shall be no strikes, walk-outs, pickets, boycotts, stoppage of work or lockouts during the life of this Agreement.
- 23.02** The Employer has the exclusive right to determine what merchandise will be carried in its stores, except that the Employer agrees that, in the event of a legal strike in the plant of the 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 commences, will be handled. In the event of strikes, lockouts or other 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 ability of the parties.

XXIV - CHRISTMAS BONUS

- 24.01** All full-time employees who have twelve (12) months of service as of December 1st in a year will receive a Christmas bonus equaling one (1) week's salary. All full-time employees having completed nine (9) months of service as of December 1st in a year will receive a Christmas bonus equalling three-quarters ($\frac{3}{4}$) of one (1) week's salary. All full-time employees who have six (6) months of service will receive a Christmas bonus equal to one-half ($\frac{1}{2}$) of one (1) week's salary. Such bonuses shall be paid on the first pay day in December. In the event of a layoff or leave of absence, in excess of one (1) month, the Christmas bonus shall be paid prorata. An employee absent from work, for reasons other than layoff or leave of absence, in excess of six (6) months in any qualifying year shall have his Christmas Bonus prorated based upon his actual time at work.

ARTICLE XXV - HEALTH & WELFARE

- 25.01 (a)** The Company and the Union agree to set up a joint committee of equal representatives of the Company and the Union to establish a jointly administered Health and Welfare Plan.

Effective December 22, 1983, the Company will, in addition to the number of cents per hour actually paid in premiums towards Group Life, Major Medical, Weekly Indemnity, Long Term Disability, Prescription Drug

and Optical Plan, contribute a supplementary sum equal to five cents (.5¢) for *each* regular hour worked for all full-time and part-time employees covered by this Agreement.

Effective September 22, 1986, this supplementary sum shall be increased to eight cents (.8¢) for each regular hour worked for all full-time and part-time employees covered by this agreement. Effective March 23, 1987, the amount will be increased to ten cents (.10¢). Effective September 2, 1990, the amount will be increased to eighteen cents (.18¢).

If deemed necessary by the Joint Trustees, the Company would be prepared to increase its contribution to the Health and Welfare Fund by an amount of up to three (3¢) cents per regular hour worked. The Union agrees to initiate and support agreement from Aetna Canada to release monies from the LTD reserves.

(b) The weekly indemnity shall be paid as follows:

Eligibility:

Benefits become **effective** after completion of three (3) months' regular, full-time continuous service.

If not actively at work when benefits would normally become **effective**, they will not become **effective** until the return to work at full-time and full pay.

Benefits:

If an employee is disabled and off work for more than three (3) days and has consulted a qualified medical doctor for examinations, advice, prescriptions or treatment during the period of absence caused by the illness in question, and has the claim form **completed** and signed by the doctor, the employee will receive full net **take-home** pay from the first day of disability for a maximum of ten (10) scheduled working days for each separate disability.

Successive periods of disability separated by **less** than fourteen (14) calendar days of regular, continuous, full-time employment will be considered as one period of disability unless the subsequent disability is due to a sickness or injury entirely unrelated to the cause of the previous disability and commences after the return to full-time employment.

Limitations:

These benefits are not payable for absences due to pregnancy.

These benefits terminate automatically when an employee ceases to be employed.

25.02 The Employer agrees to pay the premiums for all employees and their dependents for OHIP.

25.03 Employees absent from work due to illness or non-occupational accident, will receive one (1) day's pay for each day absent up to a maximum of nine (9) days per year, non-cumulative. The maximum payable for any individual absence is three (3) days. The employee will not be asked for a doctor's **certificate** for every absence but the Employer reserves the right to request a doctor's **certificate** for absences that are repeated or appear habitual.

- 25.04** The Employer will pay ~~twenty-six (26¢)~~ cents per regular hour worked (not including overtime) to a Dental Plan (with an additional contribution of up to five (54) cents per regular hour worked, if deemed **necessary** by the Joint Trustees). Such monies will be forwarded to the Administrators of the Fund by the **15th** of the month following the month for which **calculation** is made. The Plan will be developed and administered by a Board of Trustees. The Board of Trustees shall be made up of an equal number of **representatives** from the Employer and the Union. The Trustees may decide to include other groups in the Plan. The principal officers (Chairman, Secretary, etc.) shall rotate between **Employer-trustees** and **Union-trustees** on an annual basis.
- 25.05** An employee whose wife gives **birth** will be given a day ~~off~~ with pay at the time of the **birth** ~~or~~ a day off with pay on the day **his** wife comes home from the hospital provided he is scheduled to work. Similarly an employee who legally adopts a **child** will be given a day off with pay at the time the **child** is brought home provided he is scheduled to work.
- 25.06** By agreement of the parties, provision has been made for participation in the Canadian Workers Industry Pension Plan (C.C.W.I.P.P.) to be effective January **1, 1995**.
- (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** (or its successor contribution agreement, if any).
 - (ii) There shall be no diminishment of accrued benefits earned through December **31, 1994** and any and all past and future benefit improvements shall be the responsibility of the Trustees of **C.C.W.I.P.P.**

ARTICLE XXVI - BEREAVEMENT PAY

- 26.01** An employee will be given full pay up to three (**3**) days in case of death in the immediate family. For these purposes, immediate family will be the following: brother, sister, father, mother, spouse as defined in law, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

ARTICLE XXVII - JURY DUTY

- 27.01** In the event an employee is called and serves on a jury, or is served a subpoena by the Crown, the Employer agrees to make up the difference, if any, between Jury Duty pay and the employee's regular weekly pay. The employee must notify his supervisor promptly when he is called. Any difference **will** be paid only on proof of attendance and the amount actually paid.

ARTICLE XXVIII - MEDICAL EXAMINATION

- 28.01 If an employee is required by the Employer to take a medical and/or X-Rays during his probationary period, the medical and/or X-Rays shall be taken on Company time and at the expense of the Employer.
- 28.02 All necessary medical examinations and/or X-Rays required by a local board of health or governmental body or by the Employer, shall be paid for by the Employer, where applicable, and conducted on Company time.

ARTICLE XXIX - GENERAL

- 29.01 a) There shall be a minimum of one (1) full time employee in the aggregate for each eighteen thousand-three hundred and thirty two (\$18,332.00) dollars of sales per week based on the average total stores sales over the previous four (4) operating quarters. The volume figure will be adjusted once per annum to reflect the Consumer Price Index.
- b) A semi-annual review shall be completed within two (2) weeks following the end of the Company's fiscal year and six (6) months thereafter.
- c) Any adjustments in accordance with this minimum provision shall be completed within two weeks following the review in (b) above. Failing this, the successful candidate(s) will be fully compensated for any loss in potential earnings.
- d) The Employer shall provide full documentation to facilitate the process (i.e. seniority lists, sales figures, inactive employee lists, etc.)
- e) Aggregate store sales shall be reduced to reflect any store closures that may arise.
- f) Employees who have been absent from work in excess of two (2) years as at date of review will not be considered or factored in as active for purposes of the above calculations and adjustments.
- g) When the Employer chooses to add full-time employees, the Employer will give preference to part-time employees on the basis of seniority, skills and qualifications, providing that before the vacancy occurs, those part-time employees who desire full-time employment, shall make their request known by writing to the Personnel Department.

ARTICLE XXX - GENDER

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

ARTICLE XXXI - UNION SHOP CARDS

- 31.01 The Employer agrees to prominently display Union shop cards in all establishments wherein Union members are employed. These cards will remain the property of the Union and the Employer agrees to surrender the same immediately upon demand.

SCHEDULE "A"

BAKERY

- 1.01 It is agreed between the parties that the Bakery will operate a variety of bakery outlets and that the provisions of the Bakery Schedule will apply to all these Types as follows:
- Type 1: - Combo bakery
Type 2: - Bake-off
- 1.02 In the case of a unit where the staff, equipment or product is new, temporary production support may be used for the first three (3) weeks of operation.
- 1.03 (a) It is agreed that there will be three (3) shifts in operation depending on the business needs of the Bakery.
Day shift: - to start between 6:00 a.m. and 9:00 a.m.
Afternoon shift employees shall be scheduled to work five (5) consecutive shifts, Monday to Friday. Shift to start between 1:00 p.m. and 3:00 p.m. Premium of eighty cents (.80¢) an hour payable for hours worked between 10:00 p.m. and 12:00 midnight.
Night shift employees shall be scheduled to work five (5) consecutive nights. Shift to start at the earliest 11:00 p.m. or 10:00 p.m. by mutual consent.
- (b) The Bakeries will continue shift rotation where required.
- (c) In the event where there is no bakery night shift; the day shift may commence their shift starting at 4:00 a.m. by mutual agreement. There will be a shift premium for the hours worked between 4:00 a.m. and 7:00 a.m.
- 1.04 A shift of part-time Bakery Attendants will be established and these employees may be scheduled between the hours of 6:00 a.m. and 10:00 a.m. They will be paid a premium of eighty cents (.80¢) for the hour from 6:00 a.m. to 7:00 a.m.
- 1.05 The Bakery personnel in a Type I Bakery will consist of the following classifications:
- Bakery Department Head
Lead Hand-Nights
Journeyman Baker
Decorator
Baker's Helper (learning or starting position)
Bakery Wrapper/Attendant
- 1.06 Night shift employees will observe the statutory holidays on the eve of the holiday.

- 1.07 It is agreed that the Employer will provide lockers to all Bakers.
- 1.08 It is agreed that the Employer will supply the employees with hairnets or hats, whichever the employee prefers, that will confine the hair.
- 1.09 Bakery Department Head to be paid Bonus as outlined in main Agreement Article 19.01 (b).
- 1.10 The salary schedules presently in effect are shown in Schedule "B".

SCHEDULE "B"

(1) Rates of Pay for Employees Hired Before January 30, 2000:

(i) Effective September 21, 2003

| <u>Classifications</u> | <u>Start</u> | <u>3 Mo.</u> | <u>6 Mo.</u> | <u>12 Mo.</u> | <u>18 Mo.</u> | <u>24 Mo.</u> | <u>27 Mo.</u> | <u>30 Mo.</u> |
|--|--------------|--------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Production Clerk | 372.95 | | 414.87 | 474.30 | 537.28 | 608.31 | 662.89 | |
| Service Clk. Wrapper/ Attendant, Bakery | 372.95 | | 480.54 | 662.89 | | | | |
| Wrapper/Attendant | | | | | | | | |
| Porter | 361.61 | | 480.54 | 634.31 | | | | |
| Head Cashier | 611.97 | 703.16 | | | | | | |
| Grocery/Produce Dept. Head | 618.19 | | 667.14 | 709.65 | | | | |
| Night Production Foreman | 611.97 | | 660.79 | 703.16 | | | | |
| General Merch. Dept. Head | 674.89 | | | | | | | |
| Assistant Produce Dept. Head | 378.00 | | 419.92 | 479.35 | 542.33 | 613.36 | 667.94 | |
| Meat Cutter | 384.28 | | 438.15 | 494.63 | 556.95 | 624.72 | | 700.56 |
| Deli Dept. Head | 611.97 | | 660.79 | 703.16 | | | | |
| Assistant Meat Dept. Head | 720.05 | | | | | | | |
| Meat Dept. Head | 675.07 | | 714.88 | 747.97 | | | | |
| Baker's Helper | 372.95 | | 416.61 | 473.41 | 542.07 | 622.94 | | |
| Journeyman Baker | | | | | | | 669.38 | |
| Type 2 Bake-Off Prod. Clerk | 679.38 | | | | | | | |
| Decorator | 372.95 | | 492.67 | 662.89 | | | | |
| Bakery Dept. Head | 636.64 | | 686.11 | 729.14 | | | | |
| Fish Responsible | 669.38 | | | | | | | |

(ii) Effective September 18, 2005

| <u>Classifications</u> | <u>Start</u> | <u>3 Mo.</u> | <u>6 Mo.</u> | <u>12 Mo.</u> | <u>18 Mo.</u> | <u>24 Mo.</u> | <u>27 Mo.</u> | <u>30 Mo.</u> |
|--|--------------|--------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Production Clerk | 384.05 | | 425.97 | 485.40 | 548.38 | 619.41 | 673.99 | |
| Service Clk. Wrapper/ Attendant, Bakery | 384.05 | | 491.64 | 673.99 | | | | |
| Wrapper/Attendant | | | | | | | | |
| Porter | 372.71 | | 491.64 | 645.41 | | | | |
| Head Cashier | 623.07 | 714.26 | | | | | | |
| Grocery/Produce Dept. Head | 629.29 | | 678.24 | 720.75 | | | | |
| Night Production Foreman | 623.07 | | 671.89 | 714.26 | | | | |
| General Merch. Dept. Head | 685.99 | | | | | | | |
| Assistant Produce Dept. Head | 389.10 | | 431.02 | 490.45 | 553.43 | 624.46 | 679.04 | |
| Meat Cutter | 395.38 | | 449.25 | 505.73 | 568.05 | 635.82 | | 711.66 |
| Deli Dept. Head | 623.07 | | 671.89 | 714.26 | | | | |
| Assistant Meat Dept. Head | 731.15 | | | | | | | |
| Meat Dept. Head | 686.17 | | 725.98 | 759.07 | | | | |
| Baker's Helper | 384.05 | | 427.71 | 484.51 | 553.17 | 634.04 | | |
| Journeyman Baker | | | | | | | 680.48 | |
| Type 2 Bake-Off Prod. Clerk | 690.48 | | | | | | | |
| Decorator | 384.05 | | 503.77 | 673.99 | | | | |
| Bakery Dept. Head | 647.74 | | 697.21 | 740.24 | | | | |
| Fish Responsible | 680.48 | | | | | | | |

- iii) (a) There will be an Assistant Produce Dept. Head in each store where there are four (4) or more full-time employees in the Produce Department.
- (b) There will be one (1) Meat Department Head in every store.
- (c) There will be an Assistant Meat Dept. Head in each store where there are three (3) or more full-time Meat Cutters including the Meat Dept. Head.
- (d) There will be one (1) Deli Dept. Head in all stores where there is a Deli Department.
- (e) A Journeyman Baker designated as a Night Lead Hand will receive Five Dollar (\$5.00) per week lead hand premium.
- (f) There will be a Head Cashier, a Grocery Dept. Head and a Produce Dept. Head in all stores, and a Night Production Foreman in any store that has a night crew.
- (g) There will be a General Merchandise Department Head in each store that has the expanded general merchandise set-up and has average total store sales over \$400,000 for the previous four (4) quarters.

2) Rates of Pay for Employees Hired After January 30, 2000:

(i) **F.T. SERVICE CLERKS, PRODUCTION CLERKS . WRAPPERS**

All Service/Production Clerks and Wrappers hired after January 30, 2000 shall be subject to the rates of pay set out below, and shall not be subject to any other negotiated wage increases, except as set out in Article 19.01 (i):

| | Effective Sept. 21, 2003 | Effective Sept. 18, 2005 |
|---------|-------------------------------------|-------------------------------------|
| Start | 10.00 | 10.00 |
| 6 Mos. | 12.00 | 12.00 |
| 12 Mos. | 14.50 | 14.50 |
| 24 Mos. | 15.50 | 15.50 |
| 36 Mos. | 16.85 | 17.15 |

(ii) **F.T. MEAT CUTTERS**

All Meat Cutters hired after January 30, 2000 shall be subject to the rates of pay set out below, and shall not be subject to any other negotiated wage increases, except as set out in Article 19.01 (i):

| | Effective Sept. 21, 2003 | Effective Sept. 18, 2005 |
|---------|-------------------------------------|-------------------------------------|
| Start | \$10.50 | \$10.50 |
| 6 Mos. | 12.50 | 12.50 |
| 12 Mos. | 14.50 | 14.50 |
| 24 Mos. | 15.50 | 15.50 |
| 36 Mos. | 17.10 | 17.40 |

SCHEDULE "C"

EMPLOYEE TRANSFERS

- 1.01** An employee temporarily transferred to a location that involves additional travelling, will receive **thirty (30¢)** cents per km for any additional travelling, and will be paid in cash in the store to which he is transferred.
- 1.02** An employee permanently transferred that does not reasonably ~~involve~~ relocation or is within the same metropolitan area, will not receive relocation allowance. Such employee will not be forced to transfer, neither will she/he be discriminated against if she/he declines the transfer.
- 1.03** An employee being transferred out of a metropolitan area or that reasonably requires a change of residence, will be paid an allowance on the following basis:
- 1.** She/he will be paid a living allowance of one hundred dollars (\$100) per week and a travel allowance home **every (2) weeks up** to a maximum of **six (6) months**. If the reasonable living allowance exceeds one hundred dollars (\$100) per week, she/he will be paid such additional amount on the basis of receipts supplied.
 - 2.** In all cases of permanent transfer, the relocation terms will be the subject of a written agreement between the employee involved and the Regional Manager. Any failure to reach agreement or a complaint about relocation expenses, may be referred to the Vice President, People Resources and Services, for review.

SCHEDULE "D"

PART TIME EMPLOYEES

ARTICLE I - RECOGNITION

- 1.01 The Employer recognizes the United Food & Commercial Workers International Union Local 175 as the sole and exclusive bargaining agency for all employees of the Group II retail food supermarkets of The Great Atlantic & Pacific Company of Canada, Limited in the Province of Ontario, regularly employed for not more than twenty-four (24) hours per week and students employed in off-school hours and during the school vacation period.

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ARTICLE II - UNION SECURITY

- 2.01 It is agreed that, as a condition of employment, all persons covered by this Agreement shall pay initiation fees and dues as determined by the Local Union. The Company shall forward the signed membership applications to the Union office, on the basis that the Company shall be held harmless if cards are not forwarded, or are lost.
- 2.02 Subject to the provisions of the Ontario Labour Relations Act, it is agreed that all employees covered by this Agreement shall become members and shall remain members of the Union in good standing as a condition of employment.
- 2.03 (a) 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 as soon as their probationary period has been served.
(b) On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her respective union steward. The steward will provide him/her with a copy of the Collective Agreement..
- 2.04 The Company agrees that each employee, upon employment, will be required to sign an authorization card directing the Company to deduct Union initiation fees and weekly dues from the first pay due 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.

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2.05 The Company will, at the time of making each remittance hereunder to the Financial Secretary of the Union, supply a statement showing the following information from whose pay deductions have been made:

- (a) All monthly dues for members to be submitted in alphabetical order with current address, postal code, Social Insurance Number and designated store number.
- (b) Twelve (12) checkoffs per year (calendar months).
- (c) MONTHLY
 - New members to be listed in alphabetical order with current address, postal code, Social Insurance Number, date of hire and starting salary.
 - Terminations or resignations to be listed in alphabetical order with current address, postal code, Social Insurance Number and date of termination or resignation.
 - Addresses to be updated as well as name changes; i.e. marriage and transfers from one local to another to keep records current.

ARTICLE III - MANAGEMENT

3.01 The Union agrees that the Employer has the exclusive right and power to manage its business, to control the direction of the staff including the right to plan, direct and control the operations, hire, suspend or discharge for good and sufficient cause, relieve employees from duty because of lack of work or other legitimate reasons. The right to establish and maintain reasonable rules and regulations covering the operation of the stores, a violation of which shall be among the reasons for discharge, is vested in the Employer, provided however, that the above rights shall be exercised subject to the provisions of the Grievance Procedure of the Agreement.

3.02 The direction and supervision of the working force shall, at all times, be the responsibility of the Employer only.

3.03 The Employer has the right to introduce new or improved methods of operation, handling methods or facilities; the Union will be given advance notice of any such changes and discussion will take place between the parties before the introduction of any change. At the time of introduction of U-scan in a store, there will be no reduction of hours of existing part-time employees as a result of such change. The Employer further agrees that insofar as is practicable, there will be no loss of employment because of the changes in operations. Changes made in accordance with the above will be subject to the Grievance Procedure.

3.04 The parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude other recognized functions of management not specifically covered in this Agreement. The Employer therefore, retains all the rights not otherwise specifically covered in this Agreement.

ARTICLE IV - DISCIPLINE OF PERMANENT EMPLOYEES

- 4.01 No permanent employee shall be discharged ~~or~~ disciplined without good and sufficient cause.
- 4.02 (a) The Employer agrees that, whenever an interview is held with an employee ~~that~~ becomes a part of his record regarding his work or conduct, the store steward will be present as a witness. The employees may request that the store steward leave the meeting.
- (b) During the interview, the employee and the store steward will be given an opportunity for consultation.
- (c) In the event the 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.
- (d) If the meeting is held without the steward, any conclusions, verbal or written, will be null and void except when the employee requests the steward to leave.
- (e) Should any reprimand, warning or disciplinary measure be issued in writing, the employee in question shall receive a copy of such reprimand, warning or disciplinary measure within seven (7) worked days of the discovery of the alleged offense, except that an extension of time may be requested in order to complete an investigation.
- 4.03 (a) The Employer agrees that upon written request to the Regional Managers, an employee ~~or~~ the Union, at Step 3; may view all documents pertaining to unsatisfactory conduct or work performance contained in the central personnel file when deemed necessary.
- (b) When an employee has given twelve (12) consecutive months with no unsatisfactory conduct documentation in his/her file, the Company agrees to remove all such documents.

§ V - PROBATIONARY PERIOD

- 5.01 An employee will ~~be~~ on probation and shall not acquire seniority until after one hundred and fifty (150) worked hours or ninety (90) days during one period of employment, whichever comes first, (only ninety (90) days during one period of employment for employees hired at the time of a new store opening), and shall then count from the date of employment with the Company.

ARTICLE VI -WORKING CONDITIONS

- 6.01 The Employer agrees that it will not reduce the normal number of part-time hours scheduled in the Production Departments (that is: meat, grocery, produce, non-food) in each store, or change working conditions except for a reduction of workload, mechanization or improved operating methods.
- 6.02 In the event that any of the above actions are planned, the Union will be advised of such action and discussion will ~~take~~ take place before action is taken.

ICLE VII - NO DISCRIMINATION

- 7.01 The Employer and Union agree there shall be no discrimination on account of race, colour, ~~creed~~, age, sex, marital status, ancestry, place of origin, ethnic origin, citizenship, sexual orientation, family status, or handicap.
- 7.02 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint ~~or coercion~~ exercised or practiced by either of them or their representatives or members because of an employee's activity or lack of activity in the Union.
- 7.03 The Company ~~and~~ the employees shall not enter into any agreement ~~inconsistent with~~ the provisions of the Collective Agreement.

RTI VIII - RIGHTS OF THE BUSINESS AGENT

- 8.01 It is agreed that the business agent of the Union shall be admitted during working hours, at reasonable times, to interview employees while on duty or to inspect working conditions; provided, however, that such visits shall be calculated to cause a minimum of disturbance with the Employer's business and further that the business agent shall first report his presence to the Store Manager or, in his absence, the person in charge of the store, on the occasion of each of such visits.

ARTICLE IX - SENIORI RIGHT

- 9.01 (a) For ~~all~~ new part-time employees, there shall be a probationary period as ~~outlined~~ in Article V and during such probationary period, the Employer shall have the right to discharge a probationary employee with or without good and sufficient cause. Such discharge shall not be subject to the terms of the Grievance Procedure. However, if an employee is continued in employment after such ~~period~~, seniority shall commence from the commencement of such continuous employment.
- (b) Layoffs and re-employment shall be based on seniority, job knowledge and competence.
- (c) In the event ~~of~~ a permanent opening occurring in the full-time staff, employees covered under this Agreement shall receive preference for such full-time positions on the basis of seniority, skills and qualifications, providing that the part-time employees interested in full-time permanent employment have made their prior intentions known in writing to the Personnel Department. Where skills and qualifications are relatively equal, seniority will govern.
- (d) When the Company chooses to fill a temporary full-time opening with a full-time employee and there is not a full-time employee available who has the required skills and qualifications, the senior qualified part-time employee in the store may fill such position ~~up~~ to thirteen (13) weeks; Should the opening continue in excess of thirteen (13) weeks, then the position must be filled on the basis of seniority, ~~skills~~ and qualifications, providing that the part-time employees interested in full-time permanent employment

have made their prior intentions known in writing to the Personnel Department. Where skills and qualifications are relatively equal, seniority will govern. The successful applicant will then be reclassified.

- (e) When the Company reclassifies a part time employee to full time, the seniority date of the part time employee and the position in the store in which the employee was hired will be posted on the bulletin board of all Group I and Group II stores.

Part time employees may grieve the hiring of another part time employee but such grievance must be filled within seven (7) calendar days of the date the notice was posted.

- (9) In the case of a planned store closing, a part-time employee in that store may exercise seniority rights to displace the most junior part-time employee in the same department and/or job skill in the store of his/her choice. Any employee so displaced may exercise his/her seniority in this manner. In such case, the most senior employee will have the first choice to displace.

In the application of this provision, four (4) weeks' notice of a planned store closing will be given.

Following this notice, the part-time employees will, within ten (10) calendar days, provide the Company with his/her choice or the employee will be laid off. Part-time employees subsequently affected will be given five (5) calendar days to exercise their decision

9.02 The seniority rights of an employee shall be terminated if the employee:

1. voluntarily leaves the employ of the Employer;
2. is discharged for cause;
3. is absent from work because of sickness or disability and fails upon his return to work to produce a certificate from a duly qualified medical practitioner verifying such absence from work due to sickness or disability when so requested by the Employer. Such certificate showing satisfactory cause of absence shall be recognized as sufficient reason for the absence;
4. fails to return to work after a layoff within seven (7) days after notice of recall has been forwarded to his last address on file with the Employer;
5. fails to return to work upon the conclusion of a leave of absence without reasons satisfactory to the Employer.
6. is not recalled to work when laid off due to lack of work for more than six (6) months.
7. does not work hours for five (5) consecutive months, applicable to employees hired after February 20, 1994 only.
8. has an unreported absence for three (3) consecutive working days without a satisfactory reason.

9.03 Hours of work within each store will be allotted according to length of continuous employment in the store, provided the senior employee(s) has the necessary job knowledge and competence to perform the work and is available.

- 9.04
- (a) When a full-time employee requests part-time employment following a layoff, the employee will have the right to select a store in which to work (same department), and, if no opening exists in that department, the most junior part-time employee in that department will be displaced.
 - (b) An employee who goes from full-time to part-time will be credited with his complete full-time and part-time seniority.

9.05 A part-time employee who is transferred to a newly opened store or transferred as a result of a store dosing will utilize his seniority date (length of continuous employment) for the purpose of 9.03 above.

- (a) In the event a part-time employee moves from an existing store to a new store, he will retain his seniority in his original store for a period of nine (9) weeks during which time he will have the option to move back should he so desire. In the event he decides to stay in the new store he shall carry his full seniority.

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

- (i) Hours of work, which shall be placed on a separate schedule for Courtesy Clerks, will be limited to the performance of the duties listed above, and such hours will not be considered available for regular part-time employees in the application of Article IX and X.
- (ii) Courtesy Clerks shall wear a distinct apron/smock with a badge clearly identifying them as Courtesy Clerks.
- (iii) Courtesy Clerks hired prior to October 5, 2003 shall receive the following wage increases:
 - an increase of 25¢ per hour retroactive to and including September 21, 2003 on all hours worked, including specified holidays.
 - effective September 19, 2004, an increase of 25¢ per hour.
 - effective September 18, 2005, an increase of 30¢ per hour.
 - the above increases shall not be added to the Courtesy Clerk rate schedules.
- (iv) Courtesy Clerks hired prior to January 30, 2000 shall be subject to the following wage rate:

36 Mo.
10.80

- (v) Courtesy Clerks hired after January 30, 2000 shall be subject to the following wage progression, and shall not be subject to any other negotiated wage increases, except as set out in Article 9.06 (iii):

| | |
|-------------------|--------|
| 0 - 500 hours | \$6.85 |
| 501 - 1250 hours | 7.25 |
| 1251 - 2000 hours | 7.50 |
| 2001 - 2750 hours | 7.75 |
| 2751 - 3500 hours | 8.00 |
| 3501 - over | 8.50 |

- (vi) In the event that the company has an opening for an additional regular part-time employee, **the company will give preference to the senior Courtesy Clerk of the store in question who applies and has the skill and ability to do the job to be performed in a competent manner.**
- (vii) Regular part-time employees will be given the option of requesting **reclassification** to the Courtesy Clerk classification, on the basis that upon reclassification, they will receive the Courtesy Clerk rate corresponding **with their Company service.**
- (viii) In the event that a grievance **concerning** the improper use of Courtesy Clerks **succeeds**, which claims a breach of the terms set out above, the Company will pay a fine of **fifty (\$50.00) dollars for each** individual infraction per store on the first offense, and a fine of one hundred (\$100.00) dollars per infraction in any one store for the second offense, followed by a **two (2) week suspension of the use of** Courtesy Clerks in that store on the third offense. Payment of such fines shall be made to **the** Leukemia Fund.
- (ix) No more than 15% of the total store part time hours shall be assigned to Courtesy Clerks.

9.07 An employee attending university in another community, who applies for work at a store in that community, shall be employed and given such work as is available on the basis that **the employee's seniority is that of a new hire.**

ARTICLE X - HOURS OF WORK

- 10.01** (a) The regular working day shall consist of up to eight (8) hours.
(b) Senior part-time will be given preference for daytime work providing the store will have available sufficient employees for evening work with the required skills and qualifications. Solely for the purpose of this clause, **day-time** work shall be interpreted to end at 6:30 p.m.
- 10.02** An employee who is unable to report for work as scheduled will advise the Store Manager, or his appointee, as far in advance as possible, but no later than his scheduled starting time. The Employer will recognize valid reasons from employees not being able to advise the Store Manager or appointee, before their scheduled starting time.
- 10.03** A work schedule will be posted in the department on each Thursday by noon showing the scheduled working hours for each employee covered by this Agreement for the succeeding week and no change in such schedule shall be made except in the case of sickness, accident, bereavement, fire, **flood**, major snow storms or other similar circumstances beyond the control of the Company which causes the necessity of closing the store where the employee is regularly employed. The Store Manager shall give the store steward a copy of such work schedule.
- 10.04** Non-students covered by this Agreement shall not be called in or scheduled to work for less than four (4) hours.

- 10.05** When stores are open for evening shopping from Monday to Saturday, students called in or scheduled to work will be guaranteed four (4) hours' work.
- 10.06** Employees with less than one (1) year's seniority will be scheduled a minimum of five (5) hours per week (if scheduled at all).
- 10.07** Employees with one (1) year of seniority but less than three (3) years will be scheduled a minimum of sixteen (16) hours per week.
- 10.08** Employees with three (3) but less than five (5) years of seniority will be scheduled a minimum of twenty (20) hours per week.
- 10.09** Employees with five (5) years or more of seniority will be scheduled a minimum of twenty-four (24) hours per week.
- 10.10** An employee working on a night shift shall not be scheduled to work for less than eight (8) hours.

Where it has been determined by the Company that the available part-time hours on a night shift, that starts at 10:00 P.M. or later, are not on consecutive shifts, a part-time employee will not be required to work such non-consecutive shifts and such decision shall not result in a reduction of hours where hours are available.

- 10.11** The most senior twenty-five (25%) percent of the employees working on the front end of a store will have their hours scheduled each week over four (4) days only.
- 10.12** 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.

ARTICLE XI - HOLIDAYS

- 11.01** (a) Employees will be paid holiday pay according to Part VII-A of the Employment Standards Act which became effective January 1st 1974, with the exception of the number of qualifying days which will now be ten (10), within the previous thirty (30) days, for the following holidays:

| | |
|----------------|------------------|
| New Year's Day | Civic Holiday |
| Good Friday | Labour Day |
| Victoria Day | Thanksgiving Day |
| Canada Day | Christmas Day |

Boxing Day

Heritage Day will be granted if proclaimed by the Ontario Employment Standards Act.

- (b) Employees with five (5) years or more of continuous service will receive a minimum of six (6) hours' pay for each statutory holiday for which they qualify.
- (c) In order to qualify for specified holiday pay, the employee must have worked his regular scheduled shift preceding and following the holiday unless he has a justifiable reason.

ARTICLE XII - OVERTIME

- 12.01** Time and one-half shall be paid for all time worked beyond the daily or weekly schedule of working hours as follows:
- (a) All hours worked in excess of eight (8) hours per day.
 - (b) Part-time employees who are scheduled to work in excess of twenty-four (24) hours in a given week will be scheduled for a full work week as if they were a full-time employee.
Part-time employees who work in excess of twenty-four (24) hours in a given week but were not scheduled for more than twenty-four (24) hours will be paid time and one half (1 1/2) for such hours that are in excess of twenty-four (24).
In determining the amount of hours a part-time employee has been scheduled in any given week, hours scheduled on Sundays or on statutory holidays will not be included.
Sunday work will be on a voluntary basis, except as set out in Article 12.06.
- 12.02** One and one-half (1 1/2) times an employee's regular straight time hourly rate will be paid for authorized work performed on a specified holiday (straight time for authorized work performed on Civic Holiday), in addition to any holiday pay to which he may be entitled. Double time will be paid for time worked if the store is not open for business on the holiday.
- 12.03** There will be no duplication of daily and weekly overtime premiums.
- 12.04** Employees will be expected to work reasonable overtime. The Employer will accept valid reasons for personal inability for not working overtime. Overtime shall be evenly distributed insofar as practicable over a four (4) week period, such period to coincide with the Employer's four (4) week operating period.
- 12.05** Employees who work between 6:00 p.m. and 11:00 p.m. on Saturday night when the store is open for evening shopping, will receive a premium of one dollar twenty-five cents (\$1.25) per hour for said hours.
- 12.06** A premium of \$1.60 shall be paid for all time worked on a Sunday. Sunday hours shall be in addition to part-time weekly guarantees, and shall be voluntary. Part-time employees who work on Sunday shall have a four (4) hour minimum schedule. No Sunday premium for working on Sunday shall be payable to, and Sunday work shall not be voluntary for, employees who are hired after October 5, 2003.

ARTICLE XIII - VACATIONS

13.01 All employees covered by this Agreement shall receive vacation pay as follows:

- employees with less than five (5) years of service to May 1st of any year: four percent (4%) of previous year's earnings;
- employees with five (5) years' service or more to May 1st of any year: six percent (6%) of previous year's earnings; (three (3) weeks' vacation time - third week to be taken at a time mutually agreed upon);
- employees with ten years' service or more to May 1st of any year: eight percent (8%) of previous year's earnings (four (4) weeks' vacation time - fourth week to be taken at a time mutually agreed upon).

All employees wishing to work their vacation must submit application by April 30th in each year. Payment to be made nearest pay date to June 15th in each year. Part-time employees absent from work on June 15 due to illness, non-work related accident, or maternity/parental leave of absence, shall be paid vacation pay owing within two (2) weeks following their return to work after June 15th.

Employees may elect to take the Saturday off prior to the Monday they commence their vacation.

ARTICLE XIV - LEAVE OF ABSENCE

14.01 A request for leave of absence for any legitimate purpose shall be considered by the Employer and shall not be unreasonably withheld. Such permission shall be requested in writing through the Store Manager. Permission, if granted, shall be in writing from the Personnel Department. If the request is refused, written reasons for the refusal shall be given. Employees shall normally receive a written reply to a request of leave of absence within two (2) weeks of the submitting of such request. Under no circumstances shall any such leave of absence continue in excess of six (6) months save those referred to in clause 14.02 hereof.

14.02 The Employer 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 Employer, subject to the following:

- (a) An employee may commence pregnancy leave at any time following three (3) months after commencement of pregnancy.
- (b) The pregnancy leave of an employee shall be no less than seventeen (17) weeks in duration.
- (c) The pregnancy leave of an employee shall end no later than seventeen (17) weeks after the date of birth.

- (d) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends.
- (e) Parental leave ends a maximum of eighteen (18) weeks after it begins.
- (9) Parental/Pregnancy leave forms referred to above shall be posted on the bulletin boards of the Employer.

14.03 The Employer agrees that students will be granted a leave of absence for the summer vacation period to take a full-time job with another employer, provided no full-time job exists with the Employer and provided that this request is submitted seven (7) days before the desired leave of absence.

ARTICLE XV - UNIFORMS AND TOOLS

- 15.01 (a) Uniforms which the Employer requires shall be furnished without charge. Laundering of such garments shall be paid for by the Employer.
- (b) Where uniforms are issued which become the personal property of the employee, the employee will accept the responsibility for care and laundering of the uniforms.
- (c) The Employer will furnish necessary tools and pay for the sharpening of same.
- (d) Under no circumstances are the uniforms not owned by the employee or tools provided hereunder to be removed from the store premises overnight.
- (e) The Company agrees that part-time employees of Local 175 will not be engaged in any type of work in the Meat Department where they may be required to use the tools of the trade, i.e. knife, cleaver, saw or power equipment normally used by meat cutters, except in those instances where there is mutual agreement between the Company and the Union. Part time cutters shall be members of Local 633, and shall be paid the top new hire rate of pay. The use of part-time hours shall not cause the lay-off of any full-time cutters hired prior to November 19, 1993.
- (9) Where garment elements of the Employee Appearance Policy are required, the Company will provide same at no charge to the employee.

ARTICLE XVI - WORKER'S COMP

16.01 The Employer agrees to provide his employees with standard Worker's Compensation coverage.

16.02 If an employee is injured 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.

ARTICLE XVII - BEREAVEMENT PAY

17.01 A part time employee with twelve (12) months' seniority or more will be given pay for hours scheduled to attend the funeral in case of death in the immediate family, who are identified as: spouse as defined in law, children, parents, brother, sister, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, brother-in-law, sister-in-law, son-in-law, and daughter-in-law, for up to three (3) days.

XVIII - § STEWARD

18.01 The Union shall have the right to designate one (1) shop steward for each store. The Employer will be informed of the names of the stewards. The Union shall have the right to designate two (2) alternate shop stewards for each store to act in his/her absence.

ARTICLE XIX - ADJUSTMENT OF DISPUTES

19.01 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.

19.02 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, within seven (7) working days after the circumstances giving rise to the grievance originate or occur, for review and adjustment by the Employer if necessary. Such grievances shall be processed as follows:

Step I

The employee and the steward will discuss the complaint or grievance with the Store Manager, or his appointee. Failing settlement, the Store Manager, or his appointee, shall give an oral decision at the conclusion of the meeting, or within three (3) working days if further investigation is necessary; failing settlement -

Step II

Within three (3) working days after the decision is given under Step I; the written grievance shall be submitted by the Union Steward to the Store Manager or his appointee. The grievance shall be signed by the employee, and shall set out the nature of the grievance, the sections allegedly violated and the remedy sought. The Store Manager or his appointee will respond in writing and forward the Company's copy to the District Manager, and return the Union's copies to the Steward within twenty-four (24) hours. A discussion will be held between the District Manager or his appointee and the Business Representative of the Union within ten (10) days. 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 III

Within five (5) working days after the decision is given at Step II, the grievance may be submitted in writing to the Personnel Manager, or his appointee. If requested, a meeting may be held within a further period of five (5) working days between the Personnel Manager, 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 Personnel Manager, or his appointee's decision shall be delivered in writing within five (5) working days following the date of such meeting.

19.03 In the case of a discharge, a grievance may be filed by an employee who feels he was unjustly dealt with. Such a grievance must be filed within four (4) working days from the date of dismissal, and shall commence at Step 2. In any subsequent disposal of this case during the Grievance Procedure, the Employer may

reinstate the employee with full back pay, suspend the employee for a definite period, or sustain the discharge, if mutually agreed to by the parties to this Agreement.

- 19.04** Grievances concerning rates shall commence at Step 2 of the Grievance Procedure and the disposition of such grievances, if sustained, shall include the determination of the effective date of the increase with retroactivity thereto.
- 19.05** The Employer or the Union may file grievances commencing at Step 2 or Step 3.
- 19.06** The time limits as prescribed above may be modified by mutual agreement of the parties.

ARTICLE XX - ARBITRATION

- 20.01** Should the grievance involve the alleged misinterpretation or violation of the Agreement, either party may be free to appeal to arbitration from Step 3 within thirty-one (31) days from the date the decision was given at that step. The parties shall attempt to agree on a single Arbitrator from a list previously agreed to by the parties to this Agreement. If the parties agree on an Arbitrator, the party requesting arbitration shall then refer the grievance within said delay to the chosen Arbitrator with a statement of the issue to be arbitrated upon by him. Notice of said reference and a copy of said statement shall be forwarded simultaneously to the other party. The decision of the Arbitrator shall be final and binding upon all parties involved. If the parties cannot agree on an arbitrator within fourteen (14) days from the date of the notice to arbitrate, each shall appoint, within one (1) week, one (1) nominee as its member of a Board of Arbitration that will decide upon the matter. Each party shall advise the other of the name and address of its nominee to the Board within said delay of one (1) week.
- 20.02** If the two (2) 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 the dispute and its decision (or a majority decision) shall be final and binding upon the parties. Where there is no majority decision, the decision of the Chairman is final and binding.
- 20.03** The Arbitrator or Board of Arbitration, as the case may be, 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 decision inconsistent with the terms and provisions of this Agreement.
- 20.04** In determining any discharge or any other disciplinary grievance, the Arbitrator or Board of Arbitration, as the case may be, shall have the authority to:

- (a) **affirm** the Employer's action and dismiss the grievance;
- (b) set aside a penalty imposed by the Employer and restore the **grievor** to his former position with **or** without compensation; or
- (c) vary or alter the penalty Imposed by the Employer as the Arbitrator or Board of **Arbitration** may deem justified.

20.05 Each of the parties hereto will bear the expenses of the nominee appointed by it, ~~if~~ applicable, and will share equally the expenses of the Arbitrator or **Chairman** of the Board of Arbitration.

ARTICLE XXI **§**

- 21.01 (a) Wages will be as set out in Schedule "**E**" of this agreement.
- (b) All part time employees hired prior to October 5, 2003 shall receive across-the-board wage increases as follows:
- an increase of 25¢ per hour retroactive to and including September 21, 2003 on all hours worked, Including specified holidays.
 - effective September 19, 2004, an increase of 25¢ per hour.
 - effective September 18, 2005, an increase of 30¢ per hour.
 - the first increase to be added to all rates and progressions, except Courtesy Clerks.
 - the second and third increases to be added to all rates on the ~~pre~~ January 30, 2000 schedule, except Courtesy Clerks.
 - the second and third increases to be added to the end rates only for the post January 30, 2000 schedule, except Courtesy Clerks.

21.02 Any employees who start at a higher rate than that shown, shall progress to the next rate in the time interval shown. Article 21.02 shall not apply in the event that Ontario minimum wage legislation results in a minimum wage which is greater than the ~~start~~ rate of pay.

21.03 A Christmas bonus of ten dollars (\$10) will be paid each year to employees who have completed six (6) months of service as of December 1st of that year. A Christmas bonus of twenty dollars (\$20) will be paid each year to employees who have completed twelve (12) months of service as of December 1st of that year. A Christmas bonus of forty dollars (\$40) will be paid each year to employees who have **completed** three (3) years of service. A Christmas bonus **of fifty** dollars (\$50) will be paid each year to employees who have **completed** five (5) years or more of service as of December 1st of that year.

Such bonuses shall be paid on December 15th each year, by means of Company gift certificate(s). If December 15th falls on a Saturday or Sunday, the bonus shall be paid on the previous Friday.

ARTICLE XXII - REST PERIODS

22.01 Employees covered by this Agreement shall be entitled to two (2) fifteen (15) minute paid rest periods for each shift consisting of a minimum of six (6) consecutive hours (each shift consisting of more than six (6) consecutive hours, in the case of employees who benefit from Article 10.11 above). Each rest period shall occur at the approximate midpoint of each half shift. In the event a part-time employee fails to receive a fifteen (15) minute rest period, she/he will be given fifteen (15) minutes additional pay at regular pay. In conjunction with Article 26.01, an employee who works a shift of more than five (5) hours but less than six (6) hours (or in the case of employees who benefit from Article 10.11, more than five (5) hours and up to and including six (6) hours) shall have the option of taking a combined rest/meal period of one-half (1/2) hour, of which fifteen (15) minutes shall be paid, or taking one fifteen (15) minute paid rest period and one-half (1/2) hour unpaid meal period.

ARTICLE XXIII - SAFETY AND HEALTH

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

23.02 The Union will co-operate with the Employer in maintaining good working conditions.

ARTICLE XXIV - REST ROOMS

24.01 Adequate rest rooms shall be provided and kept in a sanitary condition. The employee shall co-operate with the Employer in keeping the rest rooms in a clean and sanitary condition.

ARTICLE XXV - NO STRIKES OR

25.01 In view of the orderly procedure established herein for the disposition of employees' grievances, the Employer and the Union agree that there shall be no strikes, walk-outs, pickets, boycotts, stoppage of work or lockouts during the life of this Agreement.

25.02 The Employer has the exclusive right to determine what merchandise will be carried in its stores, 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 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, lockouts or other 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 ability of the parties.

ARTICLE XXVI - SPLIT SHIFT

26.01 All employees covered by this Agreement, who work eight (8) hours or more in any one (1) day, shall be entitled to a one (1) hour dinner period without pay. Employees will be entitled to one-half (1/2) hour lunch period without pay upon the completion of five (5) hours work.

26.02 There shall be no split shifts except for:

1. ~~the~~ dinner period of one (1) hour;
2. in case of an emergency replacement of an absent employee.

26.03 Employees covered by this Agreement scheduled to work eight (8) hours or more per day, such hours ending after 6:30 p.m., will be paid supper money of two dollars seventy-five cents (\$2.75) for each evening so worked.

ARTICLE XXVII - SHIFT PREMIUM

27.01 Employees who work for eight (8) hours or more, the larger portion of which is during the period the store is closed for business, will be paid a premium of eighty cents (80¢) per hour for that shift.

ARTICLE XXVIII - JURY DUTY

28.01 In the event a part-time employee is called and serves on a jury, or is served a subpoena by the Crown, the Employer agrees to make up the difference, if any, between Jury Duty pay and scheduled hours lost. The employee must notify his supervisor promptly when he is called. Any difference will be paid only on proof of attendance and the amount actually paid.

ARTICLE XXIX - GENDER

29.01 It is understood that the use of the masculine gender shall include the female gender.

ARTICLE XXX - BENEFITS

30.01 The Employer will pay ~~twenty-six (26¢)~~ cents per regular hour worked (not including overtime) to a Dental Plan (with an additional contribution of up to five (5¢) cents per regular hour worked, if deemed necessary by the Joint Trustees). Such monies will be forwarded to the Administrators of the Fund by the 15th of the month following the month for which calculation is made. The Plan will be developed and administered by a Board of Trustees. The Board of Trustees shall be made up of an equal number of representatives from the Employer and the Union. The Trustees may decide to include other groups in the Plan. The principal officers (Chairman, Secretary, etc.) shall rotate between Employer-trustees and Union-trustees on an annual basis.

30.02 The following benefits for employees only shall be provided by the jointly administered Health and Welfare Plan referred to in the Collective Agreement for full time employees:

a) Vision Care

Part-time employees become eligible on the January 1st or July 1st coincident with, or next following three years continuous employment with the employer, after which they will be continuously covered by the Plan, provided that they remain in such employment.

Vision care expenses for the following supplies recommended by a legally qualified ophthalmologist or optometrist:

Contact Lenses prescribed for severe corneal astigmatism, severe corneal scarring, keratoconus or aphakia, provided visual acuity can be improved to at least the 20/40 level by contact lenses, and cannot be improved to that level by regular glasses, but not more than \$200 in any two consecutive calendar years will be payable.

Frames, lenses, including contact lenses other than as described above, and artificial eyes, but not more than \$125 every 24 months will be payable.

b) Prescription Drugs

A drug plan is available for part time employees with five (5) years service or more, who are not otherwise covered, and who work 600 hours or more in the prior calendar year, with a \$25.00 annual deductible.

SCHEDULE "E"

1) Rates of pay of part-time employees hired prior to January 30, 2000 shall be as follows:

| <u>Eff.</u> | <u>36M</u> | <u>42M</u> | <u>48M</u> | <u>54M</u> | <u>60M</u> |
|-----------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| <u>9.21.03</u> | <u>11.05</u> | <u>11.40</u> | <u>11.70</u> | <u>11.95</u> | <u>12.15</u> |
| <u>9.19.04</u> | <u>11.30</u> | <u>11.65</u> | <u>11.95</u> | <u>12.20</u> | <u>12.40</u> |
| <u>9.18.05</u> | <u>11.60</u> | <u>11.95</u> | <u>12.25</u> | <u>12.50</u> | <u>12.70</u> |

Note: The rate of pay of part-time employees hired prior to February 20, 1994 shall be as follows:

Effective

| | |
|--------------------|---------|
| September 21, 2003 | \$14.50 |
| September 19, 2004 | 14.75 |
| September 18, 2005 | 15.05 |

- 2) All part-time employees (excluding Courtesy Clerks) hired after January 30, 2000 shall be subject to the rates of pay set out below, and shall not be subject to any other negotiated wage increases, except as set out in Article 9.06 (iii):

| | Effective Sept. 21, 2003 | Effective Sept. 19, 2004 | Effective Sept. 18, 2005 |
|---------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| 0 - 500 hours | \$ 7.10 | | |
| 501 - 1250 hours | 7.50 | | |
| 1251 - 2000 hours | 7.75 | | |
| 2001 - 2750 hours | 8.00 | | |
| 2751 - 3500 hours | 8.25 | | |
| 3501 - 4250 hours | 8.75 | | |
| 4251 - 5000 hours | 9.25 | | |
| 5001 - 5750 hours | 9.75 | | |
| 5751 - 6500 hours | 10.50 | | |
| 6501 hours and over | 11.00 | 11.25 | 11.55 |

LETTER 1

LETTER OF AGREEMENT

Dated at Toronto, Ontario this 5th day of October in the year 2003.

BETWEEN:

THE GREAT ATLANTIC & PACIFIC COMPANY OF CANADA, LIMITED (GROUP II)

AND

UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION
LOCAL UNION 175, LOCAL UNION 633

The parties to this Agreement hereby agree that the Employer will supply the following:

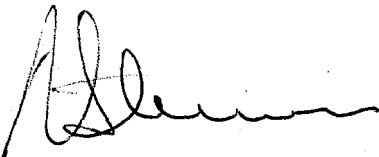
1. (a) Overboots where deemed necessary.
- (b) One (1) pair of safety goggles per store.

This equipment is not to be removed from the store premises.

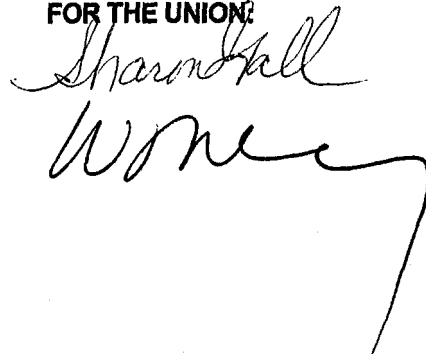
2. (a) Uniforms to inside porters.
- (b) Two (2) wash-and-wear uniforms to female full-time employees.
- (c) One (1) wash-and-wear uniform to female part-time employees.

Females will receive an additional dress or pant top with each new issue.

FOR THE COMPANY:



FOR THE UNION:



LETTER 2

□ OF AGREEMENT
PENSION PROGRAMME

Dated at Toronto, Ontario this 5th day of October in the year 2003.

BETWEEN:

THE GREAT ATLANTIC & PACIFIC COMPANY OF CANADA, LIMITED (GROUP II)

AND

**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION
LOCAL UNION 175, LOCAL UNION 633**

Upon the approval of the merger of the following plan with the C.C.W.I.P.P., this letter will serve only to assist plan members in calculating their pension entitlement prior to January 1, 1995. Calculations after December 31, 1994, are in accordance with the provisions of the C.C.W.I.P.P.

The Parties agree that the present Pension Programme of the Employer will be modified for Bargaining Unit Employees effective January 1, 1985. Such modifications will include the following:

1. **Effective** January 1, 1979, a Pension Programme, separate and distinct from the Employer's existing programme, was established for Bargaining Unit Employees. Such programme included a Deferred Profit Sharing Plan as well as a unit benefit pension plan subject to the jurisdiction of the Pension Commission of Ontario. Such programme is jointly administered by a committee of Trustees half to be appointed by the Employer and half by the Union.
It is the intent of the parties to reconsider the present structure of the Pension Programme with a view to the discontinuance of the Deferred Profit Sharing Plan provided that there will be no cost or loss of benefits whatsoever to any of the present members of the Deferred Profit Sharing Plan.
2. Normal pension benefits under the programme will be equal to 1.75% of the member's base earnings for each year of pensionable service inclusive of the Canada Pension Plan benefit.
3. The programme will permit voluntary retirement without actuarial reduction of pension after thirty (30) years' service and fifty-five (55) years of age.
4. Early retirement reduction for other cases of early retirement will be one-quarter percent (1/4%) per month.
5. Pension benefits will vest fully after ten (10) years of continuous service.
6. All pensionable service prior to 1982 will be credited at each member's annualized rate of wages on January 1, 1982.
7. As of January 1, 1983, Company programme became non-contributory.
8. Effective January 1, 1983, all full-time Bargaining Unit Employees over twenty-one (21) years of age and with one (1) year of full-time service will be covered.

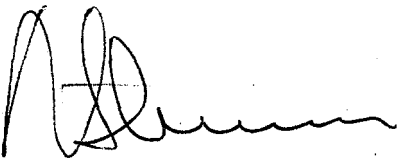
9. Effective January 1, 1983, all part-time Bargaining Unit Employees over the age of twenty-one (21) with five (5) years' continuous service and who work a minimum of eight hundred (800) hours in a year will be covered.

| | <u>ACCRUED</u> | <u>CURRENT</u> |
|-----------|----------------|----------------|
| June 1986 | 1.50/1.75 | 1.30/1.75 |
| June 1987 | 1.55/1.75 | 1.35/1.75 |
| June 1988 | 1.60/1.75 | 1.45/1.75 |
| June 1989 | 1.65/1.75 | 1.55/1.75 |
| June 1990 | 1.70/1.75 | 1.65/1.75 |
| June 1991 | 1.75/1.75 | 1.75/1.75 |

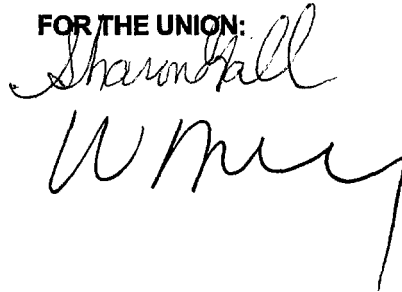
The parties agree to the gradual elimination of the C.P.P. offset as specified above for accrued and current service benefits, for active participants as of the improvement dates shown above. It is understood that the improvements in accrued and current service benefits will be funded from the fund surplus as required. The Pension Programme will not be an issue between the parties before June, 1992.

10. In January of 2000, the Company agreed to contribute one (1) million dollars to provide for the following:
- a) An increase in the percentage of the members' base earnings set out in (2) above, from 1.75% to 2.00%, up to the year that such additional contribution would provide.
 - b) Employees who opt to remain employed at a store that converts to the Barn, and who elect to commence early retirement prior to September 20, 2003, shall do so without actuarial reduction of pension if they have thirty (30) years' service and are fifty-five (55) years of age at the time.
11. The Company will contribute five point seven (\$5.7) million dollars to improve past service pension benefits for pre - July 1, 1994 service, up to a \$40.00 benefit for those full time employees (Group I and Group II) below \$40.00 per month today. Such contribution will be amortized over a period not longer than fifteen years. The Parties recognize that for a period of eleven (11) years from October 5, 2003, improvements to past service credits for the pre-participation period in CCWIPP will not be subject to negotiation.

FOR THE COMPANY



FOR THE UNION:



LETTER 3

LETTER OF AGREEMENT
HEALTH AND WELFARE

Dated at Toronto, Ontario this 5th day of October in the year 2003.

BETWEEN:

THE GREAT ATLANTIC & PACIFIC COMPANY OF CANADA, LIMITED (GROUP II)

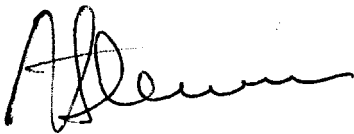
AND

**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION
LOCAL UNION 175, LOCAL UNION 633**

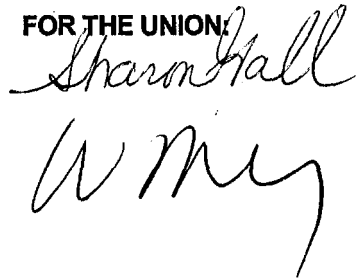
The Company *agrees* to provide at no cost ~~the~~ the following services for the duration of the Collective Agreement:

1. calculation of the Employer contributions to ~~the~~ Trust Fund;
2. ensuring eligible employees complete any enrollment card, provided by the Administrator, upon completion of the required years of service.
3. verification of the eligibility to the benefits of ~~the~~ claimant and his dependents (but no ~~adjudication~~ of the claim); that ~~is~~, fill in the Employer section of each claim form and forward to Insurer or Administrator as directed by the Trustees;
4. maintenance of internal mail for those employees wishing to send their claim form to the Company's Benefits Department via that route;
5. provide the required information for changes to the Employee Record on a monthly ~~or~~ fiscal period basis.

FOR THE COMPANY



FOR THE UNION



LETTER 4

LETTER OF AGREEMENT
REPLACEMENTS

Dated at Toronto, Ontario this 5th day of October in the year 2003.

BETWEEN:

THE GREAT ATLANTIC & PACIFIC COMPANY OF CANADA, LIMITED (GROUP 11)

AND

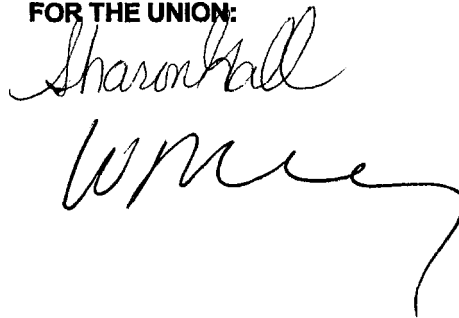
**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION
LOCAL UNION 175, LOCAL UNION 633**

Providing there are no mutually agreed upon replacements; the most senior qualified part-time employees will replace those who replace Grocery Department Heads, Meat Department **Heads**, Produce Department **Heads** and Head Cashiers who are on vacation. These replacements will be on a temporary basis.

FOR THE COMPANY



FOR THE UNION:



LETTER 5

TERMINATION AGREEMENT

Dated at Toronto, Ontario this 5th day of October in the year 2003.

BETWEEN:

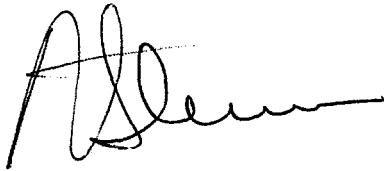
THE GREAT ATLANTIC & PACIFIC COMPANY OF CANADA, LIMITED (GROUP II)

AND

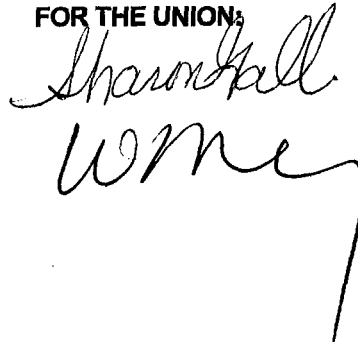
**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION
LOCAL UNION 175, LOCAL UNION 633**

The Company agrees to contribute fifteen (15¢) cents for all regular hours worked by full time and part time employees to the UFCW Local 175 Training and Education Fund. The Company shall forward the contribution every (4) four weeks to the Union, and shall include a list of employees, and the number of hours worked by each employee during the four week period.

FOR THE COMPANY:



FOR THE UNION:



LETTER 6

LETTER OF _____ I

Dated at Toronto, Ontario this 5th day of October in the year 2003.

BETWEEN:

THE GREAT ATLANTIC & PACIFIC COMPANY OF CANADA, LIMITED (GROUP 11)

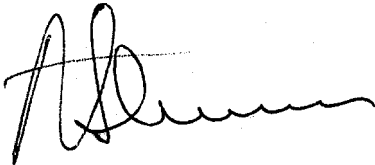
AND

**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION
LOCAL UNION 175, LOCAL UNION 633**

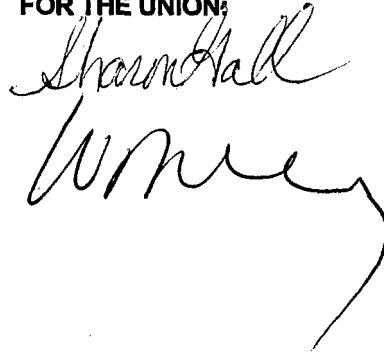
Re: Health and Welfare Fund

If deemed necessary by the Joint Trustees, the Company would be prepared to increase its contribution to the Health and Welfare Fund by an additional amount of up to three (3¢) cents per regular hour worked to maintain existing benefits. This letter shall be discontinued on September 23, 2006.

FOR THE COMPANY:



FOR THE UNION:



LETTER 7

LETTER OF AGREEMENT

Dated at Toronto, Ontario this 5th day of October in the year 2003.

BETWEEN:

THE GREAT ATLANTIC & PACIFIC COMPANY OF CANADA, LIMITED (GROUP II)

AND

**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION
LOCAL UNION 175, LOCAL UNION 633**

1) Re: Substance Abuse

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

2) Re: Armed Robberies

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

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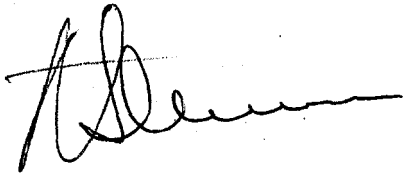
3) **Re: L.T.D. or W.S.I.B. Claims Assistance**

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

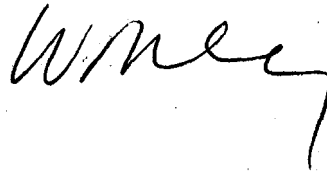
In ~~any~~ any event, where financial hardships exist, consideration will be given, based on the Store Manager's recommendation, to provide the employee with a cash advance, which the employee shall repay ~~in~~ in full upon receipt of benefits.

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

FOR THE COMPANY



FOR THE UNION-



LETTER 8

LETTER OF AGREEMENT

Dated at Toronto, Ontario this ~~5th~~ day of October in the year 2003.

BETWEEN:

THE GREAT ATLANTIC & PACIFIC COMPANY OF CANADA, LIMITED (GROUP II)

AND

**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION
LOCAL UNION 175, LOCAL UNION 633**

Full Time and Part Time Training

In recognition of the fact that the Company and Union believe that it is in the employee's and employer's best interest to provide training to the employees employed by the employer, subject to the practicality of the endeavour, the Company and the Union hereby mutually agree to the following:

The Company and the Union agree to establish a joint Company and Union Committee that will:

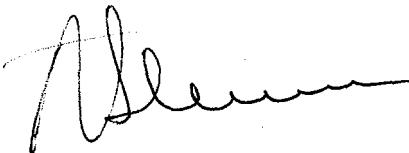
- a) Investigate and study the establishment of a Jointly Trusteed Training Program. The methods of training employees as well as the costs and availability of government funding will be explored, and if there is agreement, a Jointly Trusteed Fund ~~will~~ be established.
- b) The Company and Union will upon ratification of this Agreement begin discussions aimed at providing a training program for full time employees who are unable to exercise their seniority in a lay-off situation due to a lack of skills and qualifications.

It is agreed that no program will be put into effect until such time as agreement of the program has been reached between the Company and the Union.

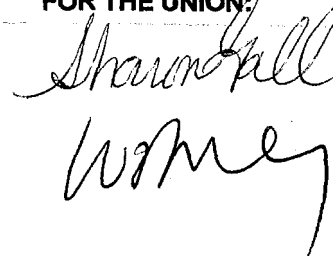
The Company and the Union **also** agree to include in their discussions and any program the application of training for part time employees as it becomes available.

- c) Consideration will be given by the parties to combine the program contemplated in (a) with the existing Training and Education Fund.

FOR THE COMPANY:



FOR THE UNION:



LETTER 9

LETTER OF _____

Dated at Toronto, Ontario this 5th day of October in the year 2003.

BETWEEN:

THE GREAT ATLANTIC & PACIFIC COMPANY OF CANADA, LIMITED (GROUP II)

AND

**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION
LOCAL UNION 175, LOCAL UNION 633**

Re: Full time Job Guarantee

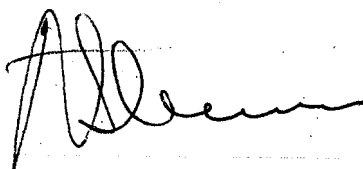
All full-time employees on the full time payroll as January 1, 2003 shall be given personal assurance of employment from the date of ratification to the expiration date of the agreement.

During the life of the Collective Agreement, in the event that a full time employee overstaffing situation arises in a store, the most junior employee in the classification in question will be required to transfer to another store location, providing such store location is within a reasonable travelling distance (40 kilometres) from home.

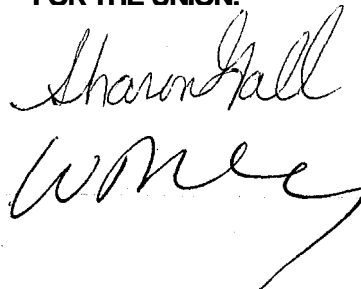
In the case of a store closure, if there is not a store covered by this Collective Agreement within forty (40) kilometres from home, an employee, in order to maintain full-time employment and his full-time assurance of employment, will be required to transfer more than forty (40) kilometres from home.

In the event a junior employee was absent on WSIB/LTD on January 1, 2003 and subsequently returns to work, he shall not be covered by the guarantee and shall be laid off, and the most senior employee on lay off shall be recalled in accordance with Article 5.1 (a).

FOR THE COMPANY



FOR THE UNION:



LETTER 10

LETTER OF AGREEMENT

Dated at Toronto, Ontario this 5th day of October in the year 2003.

BETWEEN:

THE GREAT ATLANTIC & PACIFIC COMPANY OF CANADA, LIMITED (GROUP II)

AND

**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION
LOCAL UNION 175, LOCAL UNION 633**

Re: Parttime Security

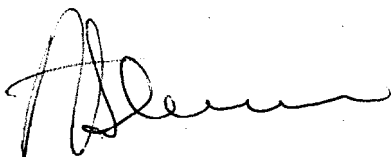
In the event that a store covered by this Collective Agreement closes, the regular pre-closure hours (defined as the regular non-Sunday hours worked per week averaged over ~~the~~ fifty-two (52) weeks period prior to closure not including absent weeks due to illness, accident or maternity leave) worked by a part-time employee(s) of the closing store, who has at least 3 years service and who opts to exercise displacement rights in another store, will be added to the base hours of part-time employees of the receiving store with 3 years service or more.

Should a significant number of such hours be added to a store location causing it hardship, the Company shall be entitled to rebalance the part-time complement of employees of the receiving store among neighbouring stores.

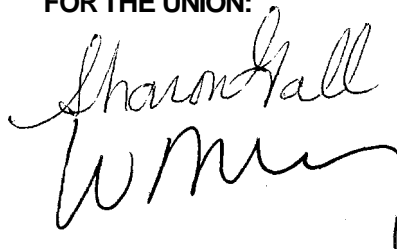
100% of any such additional hours accumulated by the receiving store during the first and subsequent contract years will be absorbed, subject to the following adjustments:

- a) to be reduced to reflect any subsequent limitation on availability for work by such employee, resulting in the employee working **less** hours;
- b) to be reduced by the hours of any part-time employee of the receiving store hired prior to October 5, 2003 whose employment is subsequently terminated.
- c) to be reduced by the same proportion as the store's base hours are reduced for competitive sales reductions (if at all), and if sales return, then hours return;
- d) to be reduced by 25% for the second contract year, by 50% for the third contract year, and discontinued altogether on September 23, 2006.

FOR THE COMPANY:



FOR THE UNION:



LETTER 11

LETTER OF _____

Dated at Toronto, Ontario this ~~5th~~ day of October in the year 2003.

BETWEEN:

THE GREAT ATLANTIC & PACIFIC COMPANY OF CANADA, LIMITED (GROUP II)

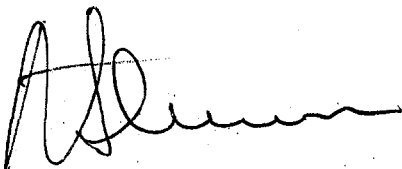
AND

**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION
LOCAL UNION 175, LOCAL UNION 633**

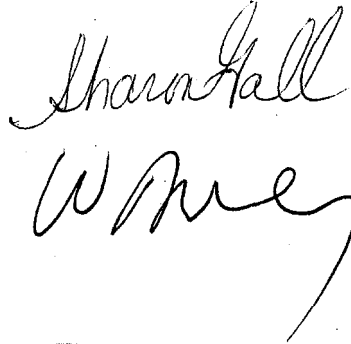
Re: Full Time Work Week

The parties agree to establish a steering committee made up of participants appointed by the Union and the Company **respectively**. This committee will be formed as soon as possible following October 5, 2003 and will enter into discussions regarding a reduced or alternative workweek, with the objective to better accommodate employees **and/or** the Company. By consent of the parties, a recommendation **will** be implemented on a trial basis lasting no longer than one quarter (12 weeks). This test will be conducted starting in the first full week in January of 2004, in the London market, and following the 12-week test, the steering committee will evaluate and critique the process. If both parties are in agreement, the alternative workweek will be rolled out throughout the stores covered by this Collective Agreement. Each store rolled out will be evaluated to determine any negative impact on the business, and a decision will be made on the continuation of the alternative workweek program in that particular store. It is understood that it **is** not mandatory for any employee to participate in **this** program. It is also understood that agreed to changes to the Collective Agreement may be necessary to accommodate this program.

FOR THE COMPANY



FOR THE UNION:



LETTER 12

LETTER OF AGREEMENT

Dated at Toronto, Ontario this 5th day of October in the year 2003.

BETWEEN:

THE GREAT ATLANTIC & PACIFIC COMPANY OF CANADA, LIMITED (GROUP II)

AND

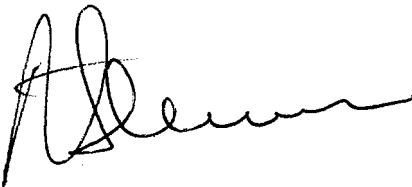
**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION
LOCAL UNION 175, LOCAL UNION 633**

Re: Assistant Store Managers

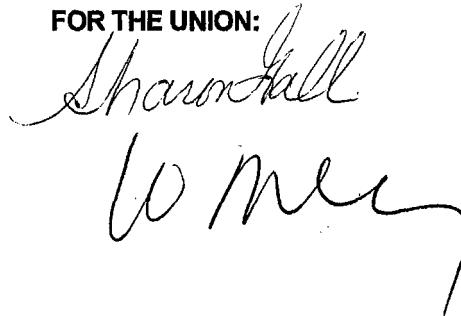
The parties agree that the Company may appoint Assistant Store Managers in each store based on the following schedule, and each store's sales volume for the previous four quarters, or in the case of an enlarged or a new store, the store's projected sales volume:

- less than \$300,000 - up to 1 Assistant Manager
- \$300,000 to \$399,999 - up to 2 Assistant Managers
- \$400,000 to \$599,999 - up to 3 Assistant Managers
- \$600,000 and over - up to 4 Assistant Managers

FOR THE COMPANY:



FOR THE UNION:



LETTER 13

LETTER OF 1

Dated at Toronto, Ontario this ~~5th~~ day of October in ~~the~~ year 2003.

BETWEEN:

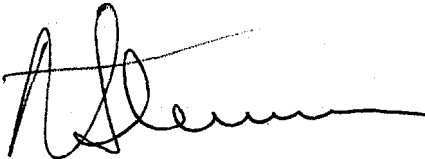
THE GREAT ATLANTIC & PACIFIC COMPANY OF CANADA, LIMITED (GROUP 11)

AND

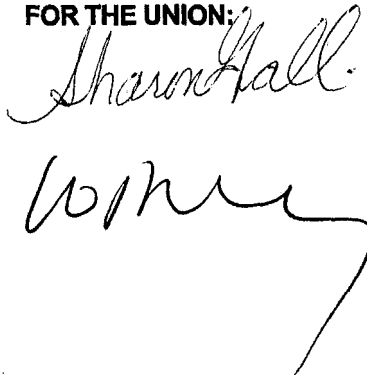
**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION
LOCAL UNION 175, LOCAL UNION 633**

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

FOR THE COMPANY:



FOR THE UNION:



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