

**COLLECTIVE AGREEMENT**

**BETWEEN**

**METRO ONTARIO INC.**

**- AND -**

**UNITED FOOD & COMMERCIAL WORKERS CANADA**  
**LOCAL 175 AND LOCAL 633**

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**PREAMBLE**

The main body of the full-time and the part-time Collective Agreements applies to all employees described in the recognition clauses (Article 1) of the Collective Agreements.

Appendix "A" applies to all full-time and part-time employees hired prior to March 25, 2012, and serves to amend the applicable Articles of the main body of the Collective Agreement accordingly.

Any part-time employee hired prior to March 25, 2012, who is advanced to full-time after March 25, 2012 will not have their rate reduced. Their rate will be red-circled, but they will be subject to the benefits and language provisions of the main body of the full-time Collective Agreement.

All employees who work in new stores which open after March 25, 2012 shall only be subject to the provisions set out in the main body of the Collective Agreements.

Appendix "B" applies to full-time and part-time employees who were employees of a Group II store on March 25, 2012.

THIS AGREEMENT made this 25th day of March, 2012.

BETWEEN:

**METRO ONTARIO INC.**

(herein called the "Company")

OF THE FIRST PART

- AND -

**UNITED FOOD & COMMERCIAL WORKERS CANADA  
LOCAL 175**

- AND -

**UNITED FOOD & COMMERCIAL WORKERS CANADA  
LOCAL 633**

(herein called the "Union")

OF THE SECOND PART

**ARTICLE I**  
**RECOGNITION**

- 1.01 The Company recognizes Local Union 175 as the exclusive bargaining agent for all employees of the Company in its Retail Stores located in the Province of Ontario, save and except Assistant Store Managers, persons above the rank of Assistant Store Manager, Meat Department employees, persons regularly employed for not more than twenty-four (24) hours per week, students employed in off school hours and during the school vacation period.
- 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.
- 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.

- (a) Specialists / merchandisers can assist with new line ups and relines as long as a bargaining unit member is scheduled hours over and above, to work with the specialist/merchandiser.
- (b) Store Managers and Assistant Store Managers may perform work normally performed by bargaining unit members for up to 50% of the normal full-time work week. This provision shall only apply to new stores opened after March 25, 2012.

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

6.02 The Union shall semi-annually keep the Labour Relations Department 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 Human Resources Manager, or his appointee. If requested, a meeting may be held within a further period of five (5) working days between the Human Resources 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 Human Resources Manager, or his appointee's decision shall be delivered in writing within five (5) working days following the date of such meeting.

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

7.02 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application or alleged violation of this Agreement, including any question as to whether a grievance is arbitrable, such grievance may be submitted to arbitration as hereinafter provided and if no written request for arbitration is received within twenty (20) working days after the decision under Step No. 3 is given, it shall be deemed to have been abandoned.

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

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

**ARTICLE VIII**

**ARBITRATION**

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

If an employee is on vacation when a promotion has been posted, an extension of up to two (2) weeks will be granted to such employee in order to file a grievance regarding such promotion, provided there is no liability to the Company during this extended period.

- 9.08 (a) It is mutually agreed that the transfer of employees between stores is essential to the operation of the Company's business; however, employees will not be permanently transferred to any other store that is more than forty (40) kilometres from the employee's home unless it is mutually agreed to by the Company and the employee or employees concerned.

The Company may temporarily transfer an employee within a metropolitan area, provided that such temporary transfer shall not be farther than forty (40) kilometres from the employee's home store without the employee's consent.

The Company agrees that, if the employee has a good and sufficient reason for not accepting a transfer of more than forty (40) kilometres, 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.

- (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-eight (38¢) cents per kilometer for all additional kilometers travelled, in reporting for work, where such additional traveling 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, and transfer the most senior applicant, where the skills and qualifications of applicants to fill the job are relatively equal, providing it does not prevent the recall of a senior laid off employee who has the skill and ability to do the job in a competent manner. 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.

Employees in posted positions can only apply for transfers to posted positions, and cannot apply for transfers to non-posted positions. Employees in non-posted positions can only apply for transfers to non-posted positions, and cannot apply for transfers to posted positions. In either case, overall seniority shall apply.

Employees will be asked each December if they wish to remain on the transfer list for the coming year, and at that time, they will be asked to submit a renewal application on a form supplied by the Company, indicating the store(s) of interest. Such application form will be forwarded to the Labour Relations department, which will confirm its receipt within four (4) weeks. If the employee subsequently refuses a transfer to a listed store, such store will be removed from the list.

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.

An employee, who has ten (10) or more years of continuous service at the time he is reclassified to full-time employment, will in the first year following reclassification be entitled to three (3) weeks of vacation.

- 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.
- f. In the event of a full-time job opening in a non-posted position that is not in a new store, the senior department head who advises the Company in writing that he wishes to step down and fill said job opening, will be given the opportunity to do so, provided he has the skill and qualifications to do the job in a competent manner, and further, that there is no transfer request on file.

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.

Employees on maternity or parental leave, who have made application under Article 9.07 (a), will be considered for promotion subject to Article 9.10.

9.11 It is agreed that seniority entitlements as provided under this Article will be on the basis of separate seniority lists for Local Union 175 and Local Union 633 respectively.

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.

- (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. 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.

Sunday work shall not be voluntary. Notwithstanding the foregoing, part-time employees hired prior to October 6, 2003 who are advanced to full-time after March 25, 2012 shall be subject to the provisions of Article 10.02 of Appendix "A".

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 (1) evening as part of his regular work week. Should

employees be required to work a second evening, such evening may be scheduled as part of an employee's regular work week on a rotation basis among the employees of the department concerned.

An employee may be scheduled to work a full scheduled shift of eight (8) hours between the hours of store closing and the hours of store opening. Such night shifts will be scheduled on a rotation basis to be mutually worked out in each store. One-man night shifts may not be scheduled in a store or a meat department. 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 one (\$1.00) dollar 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 for a night shift of eight (8) hours between store closing and store opening shall receive a premium of one (\$1.00) dollar per hour for such hours worked. Such night shift schedule shall commence not earlier than 10:00 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.

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, the Company will include the night shift premium in such holiday pay. The above night leader premium will be incorporated in the vacation pay 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, who is assigned by management the responsibilities of being "in charge" when the Store Manager and Assistant Store Manager are not at work and are absent, shall be paid a premium of two (\$2.00) dollars per hour for all such hours so assigned, where the assignment is:

- a) of four (4) consecutive hours' duration or more, and
- b) between the hours of 8:00 a.m. and 12 midnight.

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 five (\$5.00) dollars per week.

10.11 Employees with recall to a posted position, who are relieving, will be paid the appropriate rate for all hours including hours on Sunday.

#### **ARTICLE XI**

**WAGE RATES**

11.01

- (a) The Company agrees to pay and the Union agrees to accept for the term of this Agreement, the classifications and weekly salaries applicable thereto as set forth in Schedules "A" and "B".
- (i) Full time employees who are at an end rate of pay shall receive the following:
- (a) November 25, 2012 – end rates increased by 20¢ per hour.
  - (b) November 22, 2015 – end rates increased by 30¢ per hour.
  - (c) November 26, 2016 – end rates increased by 25¢ per hour.
- (ii) All employees in receipt of a wage progression rate of pay will not receive the above increases, and will only receive wage progressions until such employee reaches an end rate 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" and "B".
- (d) An employee who is assigned on a temporary basis to a higher rated job for three (3) days or more will be paid the minimum salary for the higher paid job, or an amount of \$15.00 per week above his salary prior to the assignment, whichever is the greater. However, in no case will the employee receive more than the top rate for the job, nor shall more than one employee receive such premium in any given week. It is agreed that this subsection shall apply only for the purposes of temporary assignments to the positions of Assistant Manager, Meat Department Head, Assistant Meat Department Head, Grocery Department Head, Produce Department Head, Bakery Department Head, Head Cashier, Seafood 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 and B, until such time that he returns to work and completes one (1) full shift, at which time his salary increment shall commence from the date of his return.
- (g) An employee, classified as a Service Clerk, who on a regular basis spends more than fifty (50%) percent of his time performing Stock Clerk duties, and furthermore who has the

qualifications, ability and physical fitness to perform all Stock Clerk duties, will be reclassified as a Stock Clerk.

- (h) All full-time employees on the payroll of the Company as of December 1<sup>st</sup> in any year who have completed six (6) months' continuous service with the Company shall be entitled to Christmas bonus of fifty (\$50.00) dollars payable on or before December 15<sup>th</sup>.
- (i) For the life of this Collective Agreement, pay day will be on Friday each week and pay deposits shall be made no later than noon on Friday, except for reasons beyond the control of the Company. Employees will be paid by means of mandatory direct pay deposit.
- (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" and "B" of the full-time Collective Agreement, such employee shall receive the next higher progression rate providing that such rate does not exceed thirty-seven (37) times the part-time rate by more than five (\$5.00) dollars.

## **ARTICLE XII**

### **LEAVE OF ABSENCE**

- 12.01 Written request for leave of absence without pay shall be considered by the Company. It is understood that any leave of absence is subject to reasonable notice being given to the Company. In the event such leave of absence is not used for the purpose granted, the employee may be subject to disciplinary action up to and including dismissal. It is further understood that leaves of absence will be honoured on a first come first served basis. Approval of leave of absence, as defined, shall not be unreasonably withheld. Within fourteen (14) days of receipt of an application for leave of absence an employee will receive a written reply. If leave is denied written reasons will be given for the denial. All requests for leave of absence will be directed to the Human Resources Manager 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 may be obtained from the store's office.

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
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

All employees hired prior to December 18, 2006 will be entitled to a long service leave day with pay once per calendar year on a day mutually agreed upon between the employee and the Store Manager. Any employee hired full time, or advanced from part time to full time, after December 18, 2006 shall be entitled to the long service leave day with pay after completing four (4) years of service (including any part-time to full-time seniority credit).

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.
- 13.07 Each employee shall receive an additional long service leave day in the year that the employee observes his thirty-fifth (35<sup>th</sup>), fortieth (40<sup>th</sup>), and forty-fifth (45<sup>th</sup>) year of full-time employment with the Company.

#### **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.



<b><u>Length of continuous service as of the employee's anniversary date of employment</u></b>	<b><u>Length of Vacation</u></b>	<b><u>Vacation pay at employee's regular straight time hourly rate of pay period immediately prior to vacation</u></b>
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

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

- 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, or fifth 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 January 15th, 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.
- (c) No vacation weeks will be granted after December 15<sup>th</sup>, applicable to full-time employees hired or advanced to full-time after March 25, 2012.

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

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

14.06 The above provisions shall apply to employees hired on or after July 30th, 1973 except that entitlement shall be determined as of May 1st in a calendar year and not as of the employee's

anniversary date. For the purpose of determining vacation entitlement, such employees who start work on or before the 15th of the month will be deemed to have started on the first of the month. Such employees who start work after the 15th of the month will be deemed to have started on the first day of the following month.

- 14.07 Employees with more than five (5) years of service may take single days of vacation up to five (5) per calendar year, provided that such day(s) is mutually agreed between the employee and the Store Manager.

**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, daughter-in-law, step-parent, and step-child. Employees may retain one (1) day of the above allowance in order to attend an interment scheduled for a later date, but within one (1) year of the death.

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

- 16.01 An employee who is called for jury duty or is subpoenaed as a Crown witness in a criminal proceeding will receive for each day of absence from work therefore, 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 Nival or its successors, pop, chips, Van Houtte, greeting card jobbers, and deli counter bread supplied by deli bread companies to the deli counter and the feature rack at the deli counter.

- (d) the Company may utilize a third party crew during the set up of new stores or renovated stores, or the major reline of existing stores. On such major reline, an employee who is a member of the bargaining unit will be assigned to work on the major reline.
- (e) Sales representatives of books, magazines and bread, applicable to new stores opened after March 25, 2012.

**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 (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.

23.03 In the event the Company requires employees to wear protective footwear, such employees shall receive a protective footwear allowance of up to seventy-five (\$75.00) dollars per calendar year upon submission of the original receipt of purchase for C.S.A. approved footwear, except that there shall be no reimbursement of a new employee until he has completed his probationary period.  
It is a health and safety requirement that only those employed by the Company who hold an operator's certificate are authorized and permitted to use power material handling equipment. The Company will not permit an unauthorized employee to use power material handling equipment.

**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. The Company will endeavour to notify the Union representative as soon as possible regarding the date of any Return To Work meeting that may be scheduled.

**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.
- (b) The Company will pay fees in excess of OHIP, arising as a result of the Company specifically requesting additional medical documentation, in the amount of up to \$25.00 per request.

**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 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 order for such form to be valid, employees must submit / renew it in June each year by completing the form and forwarding it to the Labour Relations department. The employee must indicate on the form the store(s) of interest. The Labour Relations department shall confirm receipt of each form within four (4) weeks of its receipt.

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.

- 28.02 There shall be a minimum of one (1) full-time employee in the aggregate for each twenty four thousand seven hundred and fifty three (\$24,753) 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.

**ARTICLE XXIX**  
**WELFARE**

- 29.01 (a) The Company agrees to pay the cost of the applicable monthly premiums for eligible employees who have completed three (3) months continuous service and while such employees remain in the active employ of the Company (including persons absent due to accident or illness) with respect to Ontario Hospital Insurance Plan.
- (b) Subject to the terms and conditions of the Master Plans and Policies relating thereto, the

Company agrees to provide at no cost to the employees, Extended Health Care Benefits for eligible employees who have completed three (3) months continuous service and while such employees remain in the active employ of the Company (including persons absent due to accident or illness). Such Plan shall have a ten thousand dollar maximum every thirty-six (36) months.

- (c) Such Extended Health Care Benefits Plan to include a prescription drug plan on the basis of a per DIN deduction, with a 100% co-insurance feature for payment of prescriptions beyond such deductibles.
- (d) Such Extended Care Benefits Plan to include an optical plan on the basis of a twenty-five (\$25.00) dollar single and family deductible and with an eighty (80%) percent co-insurance feature. The plan shall provide a benefit of up to two hundred (\$200.00) dollars over two (2) consecutive years for frames, lens, and prescription glass, and up to two hundred (\$200.00) dollars over two (2) consecutive years for artificial eyes, services of visual training, and non-cosmetic corrective prescription contact lens, resulting from visual acuity

of less than 20/40 or corneal disease (special cases only).

- (e) The Company agrees to pay the cost of the applicable monthly premiums for eligible employees who have completed one (1) year of continuous service and while such employees remain in the active employ of the Company with respect to the Long Term Disability Insurance Plan.

The amount of monthly income shall be 66 2/3's of the Employee's Basic Monthly Earnings to a maximum of \$1500.00 per month subject to the conditions as set out in the schedule of insurance, and commencing on the 53<sup>rd</sup> week of absence.

- (f) Dental Plan – The Company will pay thirty-three (33¢) cents per hour, for all hours worked (including Sunday hours) in the stores by full-time and part-time employees, into the UFCW Locals 175 and 633 Ontario Dental Benefit Trust Fund. Such contributions will not be paid for overtime hours. (Effective January 1, 2013, thirty-one (31¢) cents per hour worked, with an additional two (2¢) cents per hour worked if deemed necessary by the Joint Trustees). Such contributions will not be paid on overtime hours.
- (g) 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 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.
  - (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.

- (v) The Company is in agreement with an increase of forty (40¢) cents per hour in its contribution to the CCWIPP, from 85¢ per hour to \$1.25 per hour, on the basis that the surplus in the Stabilization Fund will be utilized to reduce the contribution until the Stabilization Fund is exhausted.
- (h) The Company agrees to provide at no cost to the employees, post-retirement life in the amount of \$2,000.00 for each such employee who elects retirement, payable to the employee's designated beneficiary.
- (i) Subject to the terms and conditions of the Master Plans and Policies relating thereto, the Company agrees to provide the following:
  - life insurance at one (1) times salary.
  - short term disability (STD) insurance of 66 2/3% of weekly salary, to a maximum of \$400.00 per week, payable for first day accident, first day hospitalized, and 4<sup>th</sup> day sickness, with S.T.D. applying to first four (4) weeks of eligible absence, followed by thirteen (13) weeks of Employment Insurance (E.I.), followed by thirty-five (35) weeks of S.T.D.
  - accidental death and dismemberment at two (2) times salary, and life insurance is not applicable.
- (j) The Company will provide to employees with six (6) months of continuous full time service, payment for up to four (4) days of sickness during each calendar year, with such days to be applied towards the first three (3) days of an employee's absence for which there otherwise is no provision for payment. Such sick days shall be payable at 80% of the employee's regular hourly rate of pay.

### **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.





**SCHEDULE "A"**  
**CLASSIFICATIONS AND**  
**HOURLY RATES OF PAY APPLICABLE THERETO**

Stock Clerk; Service Clerk

	<b>Eff.</b> <b><u>3.25.12</u></b>	<b>Eff.</b> <b><u>11.25.12</u></b>	<b>Eff.</b> <b><u>11.22.15</u></b>	<b>Eff.</b> <b><u>11.20.16</u></b>
Start	\$10.25			
6 Months	10.30			
12 Months	10.35			
18 Months	10.50			
24 Months	11.75			
30 Months	15.75	15.95	16.25	16.50

Meat Cutter

Start	\$10.25			
6 Months	10.30			
12 Months	11.00			
18 Months	12.50			
24 Months	14.00			
30 Months	18.25	18.45	18.75	19.00

Full-time employees hired after March 25, 2012, 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).

	<b>Eff.</b> <b><u>3.25.12</u></b>	<b>Eff.</b> <b><u>11.25.12</u></b>	<b>Eff.</b> <b><u>11.22.15</u></b>	<b>Eff.</b> <b><u>11.20.16</u></b>
• Seafood Dept. Head				
** Asst. Produce Dept. Head;				
*** Asst. Meat Dept. Head; Bake-Off Dept. Head; Deli Dept. Head				
Start	\$10.50			
6 Months	11.75			
12 Months	13.00			
18 Months	14.50			
24 Months	19.00	19.20	19.50	19.75
Head Cashier				
Start	\$11.00			
6 Months	12.25			
12 Month	13.50			
18 Months	15.00			
24 Months	19.75	19.95	20.25	20.50

Grocery Dept. Head;  
Produce Dept. Head

	<u>Eff.</u> <u>3.25.12</u>	<u>Eff.</u> <u>11.25.12</u>	<u>Eff.</u> <u>11.22.15</u>	<u>Eff.</u> <u>11.20.16</u>
Start	\$11.25			
6 Months	12.50			
12 Months	13.75			
18 Months	15.25			
24 Months	19.75	19.95	20.25	20.50
Meat Dept. Head				
Start	\$13.00			
6 Months	14.25			
12 Months	15.50			
18 Months	16.75			
24 Months	21.00	21.20	21.50	21.75

- There will be a Seafood Department Head in a store with a full service Seafood Department with sales of \$7000 per week on a four (4) quarter basis.
- \*\* There will be an Assistant Produce Department Head in a store where there are four (4) or more full-time Produce Department employees.
- \*\*\* There will be an Assistant Meat Department Head in a store where there are three (3) or more Meat Cutters including the Meat Department Head.

**SCHEDULE "B"**  
**CLASSIFICATIONS AND**  
**HOURLY RATES OF PAY APPLICABLE THERETO**  
**PERTAINING TO A COMBO BAKERY**

	<u>Eff.</u> <u>3.25.12</u>	<u>Eff.</u> <u>11.25.12</u>	<u>Eff.</u> <u>11.22.15</u>	<u>Eff.</u> <u>11.20.16</u>
Decorator				
Start	\$10.25			
6 Months	10.30			
12 Months	10.35			
18 Months	10.50			
24 Months	11.75			
30 Months	15.75	15.95	16.25	16.50
Baker				
Start	\$10.25			
6 Months	10.30			
12 Months	11.00			
18 Months	12.50			
24 Months	14.00			
30 Months	18.25	18.45	18.75	19.00

Full-time employees hired after March 25, 2012, 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).

	<u>Eff.</u> <u>3.25.12</u>	<u>Eff.</u> <u>11.25.12</u>	<u>Eff.</u> <u>11.22.15</u>	<u>Eff.</u> <u>11.20.16</u>
<b>Bakery Department Head</b>				
Start	\$11.84			
6 Months	13.09			
12 Months	14.34			
18 Months	15.84			
24 Months	20.34	20.54	20.84	21.09

**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 the applicable outlets of Metro Ontario Pharmacies Limited located in the Retail Stores of Metro Ontario Inc., in the Province of Ontario. Such Pharmacist's Assistants shall be covered by the terms and provisions of the Collective Agreement expiring on November 18, 2017 between Local Union 175 and Metro Ontario Inc., 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) Wage Progression for Pharmacist's Assistants hired after March 25, 2012 is as set out for clerks in Schedule "A" and 11.01 (a) (i) and (ii) above.
  - (b) All full-time employees on the payroll of the Company as of December 1<sup>st</sup> in any year who have completed six (6) months' continuous service with the Company shall be entitled to Christmas bonus of fifty (\$50.00) dollars payable on or before December 15<sup>th</sup>.
- (4) Reference made to District Manager shall mean District Manager, Metro Ontario Pharmacies Limited 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 Metro Ontario Pharmacies Limited 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.
- (6) The parties agree that for the purpose of employing pharmacy interns, such interns shall be employed in the Company's operations subject to the following conditions:
  - (a) The number of such interns shall not exceed fifteen (15) at one time.
  - (b) Interns shall be excluded from the bargaining unit for a period not to exceed sixteen (16) weeks. This timeline may be modified by mutual agreement in writing of the parties.
  - (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, or cause a reduction in the regular part time hours.
  - (d) Following the internship such persons, if not promoted to a Pharmacist Manager or Pharmacist, will cease to be employed by Metro Ontario Pharmacies Limited.
  - (e) The Union is to be notified of the names, location(s), and start and completion dates, of such interns. The Union will receive on a quarterly basis, notification on the status of all pharmacy interns.

- (f) In pharmacy outlets that exceed twenty thousand (\$20,000) dollars in weekly sales, the pharmacy outlet will have a minimum of one (1) full time technician.

THIS AGREEMENT made this 25th day of March, 2012

BETWEEN:

**Metro Ontario Inc.**  
(herein called the "Company")

OF THE FIRST PART

- and -

**UNITED FOOD & COMMERCIAL WORKERS CANADA, LOCAL 175,**  
(herein called the "Union")

OF THE SECOND PART

**ARTICLE I**  
**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 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 there after. 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 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 Discrimination and Workplace Violence, and Harassment, 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;

- (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 semi-annually keep the Labour Relations Department 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 Human Resources Manager, or his appointee. If requested, a meeting may be held within a further period of five (5) working days between the Human Resources 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 Human Resources Manager, 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.
- (a) The Company shall prepare by store and post a part-time employee 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 order for such form to be valid, employees must submit / renew it in June each year by completing the form and forwarding it to the Labour Relations department. The employee must indicate on the form the store(s) of interest. The Labour Relations department shall confirm receipt of each form within four (4) weeks of its receipt.

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 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 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. The employee may transfer back to his home store with continuous seniority provided he returns within two (2) weeks of the completion of his school year each year. This will not apply if the employee invokes a leave of absence under Article 12.03.

**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) 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.
- 10.02 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 6:00 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. 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. Sunday work shall not be voluntary.
- 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 one (\$1.00) dollar per hour for all such hours worked. Such night shift schedule shall commence not earlier than 10:00 p.m. and not later than 12:00 midnight. 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.

- 10.12 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) 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 one (\$1.00) dollar 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. The company will endeavour to post the successful employee within four (4) weeks.
- (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.
- 10.15 An employee, who is assigned by management the responsibilities of being "in charge" when the Store Manager and Assistant Store Manager are not at work and are absent, shall be paid a premium of two (\$2.00) dollars per hour for all such hours so assigned, where the assignment is:
- (a) of four (4) consecutive hours' duration or more, and
  - (b) between the hours of 8.00 am and 12 midnight.
- 10.16 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

### WAGE RATES

- 10.11 (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".
- (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 twenty-five (25) dollars payable on or before December 15th.
- (g) For the life of this Collective Agreement, pay day will be on Friday each week and pay deposits shall be made no later than noon on Friday, except for reasons beyond the control of the Company. Employees will be paid by means of mandatory direct pay deposit.
- (h) Persons assigned to work in the store office in the absence of the Head Cashier will be paid a premium of fifty (50¢) cents per hour for all hours so assigned and worked prior to 5:00 p.m.

## **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 Human Resources Manager through the Store Manager.

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

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

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. An employee with (10) years or more service as of May 1<sup>st</sup> in any year shall receive vacation pay equal to seven (7%) percent of the previous year's earnings. An employee with fifteen (15) years or more service as of May 1<sup>st</sup> in any year shall receive vacation pay equal to eight (8%) percent of the previous year's earnings. Furthermore, an employee shall be granted up to three (3) weeks off after five (5) years, or up to four (4) weeks off after ten (10) years, or more service as of May 1<sup>st</sup> in any year without pay for vacation purposes.

Each store will, by January 15th 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.
- 18.03 In the event the Company requires employees to wear protective footwear, such employees shall receive a protective footwear allowance of up to seventy-five (\$75.00) dollars once every two calendar years upon submission of the original receipt of purchase for C.S.A. approved footwear, except that there shall be no reimbursement of a new employee until he has completed his probationary period.
- It is a health and safety requirement that only those employed by the Company who hold an operator's certificate are authorized and permitted to use power material handling equipment. The Company will not permit an unauthorized employee to use power material handling equipment.

**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    |
| Family Day     | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Victoria Day   | Christmas Day    |
| Canada 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.

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.

#### **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, daughter-in-law, step-parent and step child, for up to three (3) days. Employees may retain one (1) day of the above allowance in order to attend an interment scheduled for a later date, but within one (1) year of the death.

#### **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.
  - (iv) The Company is in agreement with an increase of forty (40¢) cents per hour in its contribution to the CCWIPP, from 85¢ per hour to \$1.25 per hour, on the basis that the surplus in the Stabilization Fund will be utilized to reduce the contribution until the Stabilization Fund is exhausted.

### **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 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. The Company will endeavour to notify the Union representative as soon as possible regarding the date of any Return To Work meeting that may be scheduled.

- 25.04 The Company will pay fees in excess of OHIP, arising as a result of the Company specifically requesting additional medical documentation, in the amount of \$25.00 per request.

#### **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 shall be provided:
- (a) The Company agrees to provide an Optical Plan for part-time employees with three (3) years of continuous service who work six hundred (600) hours per calendar year, on the basis of a ten (\$10.00) dollar deductible and with an eighty (80%) percent co-insurance feature. The plan shall provide a benefit for employees only, and for dependents of an eligible employee who are under age 18 and who are not covered by any other Plan, of up to two hundred (\$200.00) dollars over two (2) consecutive years for frames, lens, and prescription glass, and up to two hundred (\$200.00) dollars over two (2) consecutive years for artificial eyes, services of visual training, and non-cosmetic corrective prescription contact lens, resulting from visual acuity of less than 20/40 or corneal disease (special cases only).
  - (b) For those part-time employees who have five (5) years or more of service, and who worked six (600) hundred hours in the previous calendar year, the Company will provide an employee-only drug plan. The drug plan will be based on generic drugs, with no lifestyle drugs covered. After the per DIN deduction, the plan will reimburse at 100% of eligible expenses based on a maximum of \$6,000 over three (3) consecutive years.

#### **ARTICLE XXIX - SUCCESSORS AND ASSIGNS**

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

**ARTICLE XXX**  
**DURATION AND TERMINATION**

- 30.01 This Agreement shall continue in effect until the 18th day of November, 2017 and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.
- 30.02 Negotiations shall begin within twenty (20) days following notification for amendment as provided in the preceding paragraph, or on such date as agreed on by the parties.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by its duly authorized representatives this day of \_\_\_\_\_, 2012.

**FOR THE COMPANY**

**FOR LOCAL UNION 175**



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

- 1) For Employees Hired After March 25, 2012:

<u>Hours</u>	
0 – 1250	\$10.25
1251 – 2000	10.30
2001 – 2750	10.35
2751 – 3500	10.40
3501 – 4250	10.45
4251 – 5000	10.50
5001 – 5780	10.60
5781 – 6500	10.70
> 6501	12.00

- 2) Student Wage Progression

Applicable to part-time employees who are students under 18 years of age who are hired after March 25, 2012:

<u>Hours</u>	
0 – 1250	\$ 9.60
1251 – 2000	9.65
2001 and over	9.70

Upon attaining age 18, the employee shall be placed on the part-time wage progression above, for employees hired after March 25, 2012.

**SCHEDULE "B"**

Local Union 175 is recognized as the exclusive bargaining agent of part-time employees, employed in the applicable outlets of Metro Ontario Pharmacies Limited located in the Retail Stores of the Metro Ontario Inc. 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 November 18, 2017 between Local Union 175 and Metro Ontario Inc., except as follows:

- (1) An employee hired after March 25, 2012 shall be paid in accordance with the progressions and hourly wage rates set out in Schedule "A" (1).
- (2) References made to District Manager shall mean District Manager, Metro Ontario Pharmacies Limited, 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) The rate of pay for Courtesy Clerks hired prior to August 10, 1997 is \$10.90.
- (iv) Courtesy Clerks hired after August 10, 1997 shall be subject to the following wage progression:

**Hours**

0 – 1250	\$10.25
1251 – 2000	10.30
2001 – 2750	10.35
2751 – 3500	10.40
3501 and over	10.45

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

**LETTER 1**

**LETTER OF UNDERSTANDING**

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

**Attention: Mr. S. Haggerty**

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 25th day of March, 2012, relating to the following matter.

The Company agrees to make a contribution to the Training and Education Trust Fund, of fifteen (15¢) cents per hour, (seven (7¢) cents per hour effective January 1, 2013), 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,

TAZ:pem

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

---

T.A. Zakrzewski  
Vice President,  
Labour Relations

**LETTER 2**

**LETTER OF UNDERSTANDING**

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

**Attention: Mr. S. Haggerty**

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 25th day of March, 2012, relating to the following matter.

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

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

Sincerely,

TAZ:pem

T.A. Zakrzewski  
Vice President,  
Labour Relations

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

---

**LETTER 3**

**LETTER OF UNDERSTANDING**

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

**Attention: Mr. S. Haggerty**

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the of 25th day of March, 2012, 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,

TAZ:pem

T.A. Zakrzewski  
Vice President,  
Labour Relations

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

---

**LETTER 4**

**LETTER OF UNDERSTANDING**

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

**Attention: Mr. S. Haggerty**

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 25th day of March, 2012, 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,

TAZ:pem

T.A. Zakrzewski  
Vice President,  
Labour Relations

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

---

**LETTER 5**

**LETTER OF UNDERSTANDING**

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

**Attention: Mr. S. Haggerty**

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 25th day of March, 2012, relating to the following matter.

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

It is expected that "Regulated Pharmacy Technicians" will be introduced in the Province of Ontario at some time during the term of this Collective Agreement. The parties agree that once this designation is recognized in the Province, individuals working in the Pharmacy operations who hold this designation shall be excluded from the bargaining unit. Regulated Pharmacy Technicians may perform such work as is performed by Pharmacists, and allowed by the College of Pharmacy.

Sincerely,

TAZ:pem

T.A. Zakrzewski  
Vice President,  
Labour Relations

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

---



**LETTER 6**

**LETTER OF UNDERSTANDING**

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

**Attention: Mr. S. Haggerty**

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 25th day of March, 2012, 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,

TAZ:pem

T.A. Zakrzewski  
Vice President,  
Labour Relations

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

---

**LETTER 7**

**LETTER OF UNDERSTANDING**

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

**Attention: Mr. S. Haggerty**

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 25th day of March, 2012, relating to the following matter.

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

Sincerely,

TAZ:pem

T.A. Zakrzewski  
Vice President,  
Labour Relations

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

---

**LETTER 8**

**LETTER OF UNDERSTANDING**

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

**Attention: Mr. S. Haggerty**

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 25th day of March, 2012, relating to the following matter.

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

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

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

Sincerely,

TAZ:pem

T.A. Zakrzewski  
Vice President,  
Labour Relations

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

---

**LETTER 9**

**LETTER OF UNDERSTANDING**

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

**Attention: Mr. S. Haggerty**

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 25th day of March, 2012, relating to the following matter.

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

Sincerely,

TAZ:pem

T.A. Zakrzewski  
Vice President,  
Labour Relations

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

---

**LETTER 10**

**LETTER OF UNDERSTANDING**

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

**Attention: Mr. S. Haggerty**

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 25th day of March, 2012, 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 Human Resources 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 Human Resources 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 Human Resources 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 Human Resources Manager or the Union.

Sincerely,

TAZ:pem

T.A. Zakrzewski  
Vice President,  
Labour Relations

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

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**LETTER 11**

**LETTER OF UNDERSTANDING**

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

**Attention: Mr. S. Haggerty**

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 25th day of March, 2012, 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,

TAZ:pem

T.A. Zakrzewski  
Vice President,  
Labour Relations

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

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**LETTER 12**

**LETTER OF UNDERSTANDING**

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

**Attention: Mr. S. Haggerty**

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 25th day of March, 2012, relating to the following matter.

**CONVERSIONS TO FOOD BASICS**

The Company may convert up to six (6) stores to Food Basics over the life of the Collective Agreement, and with none in the first year.

**FULL-TIME OPTIONS**

- a) Employees may exercise bumping options under the Metro Collective Agreement.
- b) Employees in the closing store may elect to terminate their employment, and receive an enhanced severance at three (3) times Employment Standards Act (ESA) on the following basis:
  - 1. All years of continuous service, F/T and P/T., as well as part years of service.
  - 2 (a) Employees with less than five (5) years' service will not be eligible for buyouts.  
(b) No twenty-six (26) week cap, but a cap of \$75,000.
  - 3. Minimum payment to any employee of \$500.00.
  - 4. The above buy-out shall be reduced by any buy-down received from the Company previously, that was not as a result of a conversion to Super Fresh.
  - 5. If such full-time employee exercises a bump, a severance package will be offered by seniority to an employee of the affected department in the store where the bump took place and so on.
  - 6. If no one in the affected department opts to take the enhanced buyout, and subsequent rebalancing is required, the enhanced package becomes portable and follows the rebalanced employees, and will apply as per #5 above.



7. Employees who exercise a bump option will, upon request, be granted up to a two (2) month period of time to report to their selected store with such time to be; remaining vacation, leave of absence. Major medical, optical and drug benefit will be continued during this time frame.
8. Full-time employees absent at the time of closure and in receipt of LTD may sign a legally binding waiver for LTD benefits to be terminated, and will upon signing the waiver, be entitled to the enhanced severance package of three times (3X).

All such employees on LTD shall be contacted by registered or certified mail within one (1) week of the date it is known they are affected. Such mail shall be forwarded to the last address on file with the Company.

Such employee must elect to accept the enhanced package within thirty (30) days of the mailing of the notice or shall be deemed to have forfeited such election.

- c) Employees may elect to terminate employment and accept a job at the Food Basics store, and receive enhanced severance at 1 1/2 times ESA severance on the following basis;
- All years of service F/T and P/T as well as part years of service.
  - Employees with less than five (5) years' service will not be eligible for buydowns.
  - No twenty-six (26) week cap, but a cap of \$75,000.
  - Minimum payment of two hundred and fifty dollars (\$250.00) to any employee.
  - The above buy-down shall be reduced by any buy-down received from the Company previously that was not as a result of a conversion to Super Fresh.
  - F/T who stay must be offered a F/T job by seniority by the Franchisee (maximum of five (5) F/T positions for this purpose) at a Food Basics rate in keeping with the employee's service with Metro.
  - Specific job to be assigned to F/T hires determined by the Franchisee, who also determines who, if anybody, is going to be assigned Department Head responsibilities.
  - For employees who opt to work at Food Basics, health care benefits (major medical, optical, drugs) will be continued during the dark period.
  - Full-time employees absent at the time of closure and in receipt of LTD will not have the option of working at Food Basics if they are deemed fit to return to work at a later date.

### **PART-TIME OPTIONS**

- 1) Employees may exercise bumping options under the terms of the Metro Collective Agreement.
- 2) Terminate employment and receive an enhanced severance package of three times (3X) their average hours worked based on the formula of six (6) months to calculate the average hours worked for P/T payment calculation, back from the date of the closure announcement, substituting for weeks where an employee was on vacation, leave of absence, maternity or parental leaves, bonafide illness.
  - i) Employees with less than five (5) years' service will not be eligible for buyouts.
  - ii) all years of service will be calculated with no twenty-six (26) week cap, minimum payment of five hundred dollars (\$500.00), and a cap of \$35,000.

- iii) The above buy-out shall be reduced by any buy-down received from the Company previously, that was not as a result of a conversion to Super Fresh.
- 3) Employees may elect to terminate employment and accept a P/T job at the Food Basics store, and receive an enhanced package at 1 1/2 times ESA severance on the following basis:
- i) Employees with less than five (5) years' service will not be eligible for buydowns.
  - ii) All years of service and part thereof.
  - iii) No twenty-six (26) week cap, but with a cap of \$35,000.
  - iv) Minimum payment to any employee of two hundred and fifty (\$250.00) dollars.
  - v) The above buy-down shall be reduced by any buy-down received from the Company previously that was not as a result of a conversion to Super Fresh.
  - vi) Based on the formula of six (6) months to calculate the average hours worked for P/T severance calculation, back from the date of the closure announcement, substituting for weeks where employees were on vacation, leave of absence, maternity or parental leave, bonafide illness.
  - vii) Part-time employees who elect employment with Food Basics must be offered a P/T job by the Franchisee at the Food Basics start rate of pay. Such P/T are to have a new seniority date, but are to be listed on the work schedule in order of their prior seniority, after the first ten (10) P/T Hires for the purpose of scheduling and promotions.

Sincerely,

TAZ:pem

T.A. Zakrzewski  
Vice President,  
Labour Relations

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

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**LETTER 13****LETTER OF UNDERSTANDING**

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

**Attention: Mr. S. Haggerty**

Dear Sirs:

This letter shall confirm the understanding reached by the Parties during negotiations with respect to the currency of the Collective Agreement dated the 25th day of March, 2012, regarding the conversion of Metro stores to the "Barn Markets" Collective Agreement.

- 1) The Company can convert up to six (6) stores over the life of the Collective Agreement (maximum two (2) per year), and with none in the first year, to the "Barn Markets" Collective Agreement. The Parties agree that no store will be converted to the above Collective Agreement unless it is approved by the Union. The Company in each case will have to demonstrate to the Union that the store in question qualifies for such conversion based on it meeting three or more of the following criteria:
  - a. new competitive threat
  - b. significant capital investment
  - c. sales decline
  - d. declining store contribution (profit/loss)
  - e. lease renewal
  
- 2) The following is applicable to employees of stores that convert to the "Barn Markets" Collective Agreement after the date of this agreement:
  - a) If an employee of a store ends up in a store covered by the above Collective Agreement during this process, he will be given one and one-half (1 ½) weeks' pay per year of service.
  - b) If a full-time employee of a store converting to the above Collective Agreement, or a full-time employee in another store so affected, wishes to terminate employment at the time of conversion, he will receive three (3) weeks' pay per year of service.
  - c) If a part-time employee of a store converting to the above Collective Agreement, wishes to terminate employment at the time of conversion, the calculation of three (3) weeks' pay per year of service will be based on the employee's average hours for the twelve (12) months before the announcement of conversion, substituting for weeks when the employee was on vacation, leave of absence, maternity or parental leave, or bona fide illness.

- d) Employees with less than five (5) years' service shall not be entitled to the above buydown/buyout provision.
  - e) Buydowns / buyouts shall be subject to a cap of \$75,000 for full time employees and \$30,000 for part-time employees.
  - f) The buydown shall not be paid to employees who are promoted to a department manager position in a converted store and whose rate of pay is not reduced as a result of this process.
- 3) The criteria to move up for stores that convert to the "Barn Markets" Collective Agreement from a different Collective Agreement are as follows:
- after it has been converted to two (2) years, the store is subsequently able to sustain a store contribution of 4% or more for two (2) consecutive years, inclusive of the burdening of:
    - a) the buydown/buyout cost spread over the first 3 years following conversion; and,
    - b) the incremental cost associated with the wage/benefit structure of the different Collective Agreement; and,
    - c) the capital investment cost of \$2 million or over, spread over the first six (6) years following conversion.
- 4) In the case of those stores that are converted to the "Barn Collective Agreement" after the date of this agreement, the seniority of the employees of those stores only shall be applied as follows:
- a) the seniority of full-time employees of such stores shall be applied provincially across such stores with regard to lay-off, recall and promotion.
  - b) the seniority of part-time employees of such stores shall be applied on an individual store basis, except that seniority shall be applied provincially across such stores with regard to advancement to regular full-time or in the case of the closure of any such store.
  - c) in a new store, any full time vacancy not subject to a posting will be offered by seniority, first to full time employees and then to part time employees, on the basis of skill and qualifications for the job concerned.
  - d) in the event the Company opens a new store, part time employees shall be given the first opportunity to transfer to part time employment in the new store, on the basis of seniority, skill and qualifications for the job concerned, provided such employee has applied at least two months prior to the opening of the new store.
- 5) Health and Welfare Benefits

The full-time employees of the stores covered by the "Barn Collective Agreement" which are converted after the date of this agreement, will be covered by the Health and Welfare benefits set out in the "Barn Collective Agreement", subject the following amendment.

- a) the prescription drug plan shall have an unlimited maximum, separate from the Extended Health Care Plan, subject to employee payment of \$2.00 per script.

Sincerely,

TAZ:pem

T.A. Zakrzewski  
Vice President,  
Labour Relations

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

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**LETTER 14**

**LETTER OF UNDERSTANDING**

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

**Attention: Mr. S. Haggerty**

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 25th day of March, 2012, relating to the following matter.

A full-time employee who is hired or advanced to full-time after March 25, 2012, and who is legitimately absent from work due to sickness shall be entitled to the following:

- in the four (4) weeks subsequent to the absence, a full-time employee shall be eligible to work the equivalent number of hours of the absence at a time to be mutually agreed upon between the employee and the employer.
- the maximum number of equivalent hours shall be limited to thirty-seven (37) hours per calendar year.
- in the application of this clause, all hours worked shall be on regular days, payable at straight time.

This letter of understanding shall expire on November 18, 2017.

Sincerely,

TAZ:pem

T.A. Zakrzewski  
Vice President,  
Labour Relations

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

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**APPENDIX "A"****PREAMBLE**

Appendix "A" applies to the full-time and the part-time employees who were hired, or were advanced to full-time, prior to March 25, 2012.

The Articles of Appendix "A" set out below serve to amend and replace the Articles in the main body of the Collective Agreement with the same article number, on behalf of those employees hired prior to March 25, 2012.

Employees working in new stores which open after March 25, 2012, notwithstanding their date of hire, will not be subject to Appendix "A".

**Full Time Employees**

- 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.
- 9.02 (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.
- 9.02 (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 laid off employee. It is understood that the application of Article 28 shall supercede the application of this clause.
- 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, Seafood 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.

- 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.

- 10.07 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, except that such premium shall not apply to employees hired after December 18, 2006.

An employee scheduled for a night shift of eight (8) hours between store closing and store opening shall receive a premium of one (\$1.00) dollar per hour for such hours worked. Such night shift schedule shall commence not earlier than 10:00 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.

- 10.10 One (1) employee in a store will be assigned by the Company as an assistant head cashier, and shall receive a premium of ten (\$10.00) dollars per week.

**ARTICLE XI**  
**WAGE RATES**

- 11.01 (a) The Company agrees to pay and the Union agrees to accept for the term of this Agreement, the classifications and weekly salaries applicable thereto as set forth in Schedules "A", "B", and "D".
- i) Full time employees who are at an end rate of pay shall receive the following:
- 1) March 25, 2012 – full-time employees on the payroll on March 25, 2012 who are active shall receive a lump sum payment of \$1500.00.
  - 2) November 25, 2012 – end rates increased by 25¢ per hour.
  - 3) November 24, 2013 – full-time employees on the payroll on March 25, 2012 who are active shall receive a lump sum payment of \$1000.00
  - 4) November 23, 2014 – end rates increased by 25¢ per hour.
  - 5) November 22, 2015 – full-time employees on the payroll on March 25, 2012 who are active shall receive a lump sum payment of \$1000.00
  - 6) November 20, 2016 – end rates increased by 25¢ per hour.
- ii) All employees in receipt of a wage progression rate of pay will not receive the above increases, and will only receive wage progressions until such employee reaches an end rate of pay.
- 11.01 (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".
- 11.01 (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, Seafood 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).

- 11.01 (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.
- 11.01 (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.
- 11.01 (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.

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.

<b><u>Length of continuous service as of the employee's anniversary date of employment</u></b>	<b><u>Length of Vacation</u></b>	<b><u>Vacation pay at employee's regular straight time hourly rate of pay period immediately prior to vacation</u></b>
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 January 15th, 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.
- (c) Article 14.03 (c) of the main body of the Collective Agreement does not apply.

28.02 Subject to Article 28.04 of this Agreement, there shall be a minimum of one (1) full-time employee in the aggregate for each twenty four thousand one hundred and forty nine (\$24,149) 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 28.03 to 28.04 below.

28.03 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 home store, the above restriction shall be waived in all stores that he listed on his recall list for the duration of such period.
- (iii) this provision shall have no application during weeks in which specified holidays fall.
- (iv) This provision will not be triggered by the lay-off of the employee who is reclassified to full-time pursuant to Article 10.14 of the part-time agreement, and is subsequently laid off from full time due to the return of the absent employee. However, should such employee exercise bumping rights causing the displacement of an employee in another store, the foregoing exception shall not apply in the second or subsequent store.
- (v) 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.

28.04 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 28.02 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.

### ARTICLE XXIX

#### WELFARE

Articles 29.01 (b), (c), (d), (e), (h), (i) and (j) of the main body of the Collective Agreement shall not apply, shall be replaced by 29.01 (b), (c) and (d) as follows:

29.01 (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 Optical Plan provides benefits to eligible full time employees of \$200.00 every twenty-four (24) months. Laser eye surgery will be covered within the existing vision care benefit maximum of \$200 every 24 months.

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

Effective January 1, 2013, the Health and Welfare Trust will be discontinued. The Company will make arrangements so that the existing H&W benefits will continue to be provided through an insurance company. The insurance company will administer the benefit plans in accordance with the existing benefit plan documents. At the same time, the Dental plan component of the H&W Trust will be transferred to the UFCW Locals 175 & 633 Ontario Dental Benefit Trust Fund. The Company will work with the Union to come up with a mechanism to deal with disability disputes.

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

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

	<b>Eff.</b> <b><u>11.23.10</u></b>	<b>Eff.</b> <b><u>11.25.12</u></b>	<b>Eff.</b> <b><u>11.23.14</u></b>	<b>Eff.</b> <b><u>11.20.16</u></b>
<b>Service Clerk</b>	790.55	799.80	809.05	818.30
<b>Journeyman Meat Cutter</b>	826.73	835.98	845.23	854.48

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**2) Wage Progression for employees hired after August 10, 1997 and before March 25, 2012.**

<b>Service Clerk</b>	<b>Eff.</b> <b><u>11.23.10</u></b>	<b>Eff.</b> <b><u>11.25.12</u></b>	<b>Eff.</b> <b><u>11.23.14</u></b>	<b>Eff.</b> <b><u>11.20.16</u></b>
Start	12.22			
12 Months	15.50			
24 Months	15.75			
36 Months	18.40	18.65	18.90	19.15

**Meat Cutter**

Start	12.22			
12 Months	15.75			
24 Months	16.00			
36 Months	18.65	18.90	19.15	19.40

Full-time employees hired after August 10, 1997 and before March 25, 2012, will be paid according to the above wage schedules and shall not be subject to any other negotiated wage increase, except as set out in 11.01 (a) (i).

**SCHEDULE "A"**

	<b>Eff.</b> <b><u>11.23.10</u></b>	<b>Eff.</b> <b><u>11.25.12</u></b>	<b>Eff.</b> <b><u>11.23.14</u></b>	<b>Eff.</b> <b><u>11.20.16</u></b>
<b>3) Meat Department Employees Hired prior to March 25, 2012</b>				
<b>a) *Seafood Department Head (eff. April 8, 2012)</b>	797.17	806.42	815.67	824.92
<b>b) Deli Department Head</b>	821.76	831.01	840.26	849.51
<b>c) **Assistant Meat Department Head</b>	850.46	859.71	868.96	878.21
<b>d) ***Meat Department Head Meat Volume</b>				
Under \$11,100	867.43	876.68	885.93	895.18
11,101 to 22,200	877.61	886.86	896.11	905.36
22,201 to 34,000	897.95	907.20	916.45	925.70
34,001 to 45,800	911.52	920.77	930.02	939.27
45,801 to 57,500	917.18	926.43	935.68	944.93
57,501 and over	938.65	947.90	957.15	966.40

\* There will be a Seafood Department Head in a store with a full service Seafood Department with sales of \$7,000 per week on a four (4) quarter basis.

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

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

	<b><u>Eff.</u></b> <b><u>11.23.10</u></b>	<b><u>Eff.</u></b> <b><u>11.25.12</u></b>	<b><u>Eff.</u></b> <b><u>11.23.14</u></b>	<b><u>Eff.</u></b> <b><u>11.20.16</u></b>
<b>Service Clerk</b>	790.55	799.80	809.05	818.30
<b>Stock Clerk</b>	790.55	799.80	809.05	818.30

**2) Wage Progression for employees hired after August 10, 1997 and before March 25, 2012**

	<b><u>Eff.</u></b> <b><u>11.23.10</u></b>	<b><u>Eff.</u></b> <b><u>11.25.12</u></b>	<b><u>Eff.</u></b> <b><u>11.23.14</u></b>	<b><u>Eff.</u></b> <b><u>11.20.16</u></b>
<b>Stock Clerk, Service Clerk</b>				
Start	12.22			
12 Months	15.50			
24 Months	15.75			
36 Months	18.40	18.65	18.90	19.15

Full-time employees hired after August 10, 1997, and before March 25, 2012, will be paid according to the above wage schedule and shall not be subject to any other negotiated wage increase, except as set out in 11.01 (a) (i).

**SCHEDULE "B"****3) Grocery and Produce Department  
Employees Hired Prior to March 25, 2012**

<b>a) ***Head Cashier Store Volume</b>	<b>Eff. <u>11.23.10</u></b>	<b>Eff. <u>11.25.12</u></b>	<b>Eff. <u>11.23.14</u></b>	<b>Eff. <u>11.20.16</u></b>
\$200,000 or less	832.39	841.64	850.89	860.14
over \$200,000	840.30	849.55	858.80	868.05
<b>a) **Produce Dept. Head Produce Volume</b>				
Under \$ 6,500	832.38	841.63	850.88	860.13
6,501 to 14,400	840.30	849.55	858.80	868.05
14,401 to 22,200	851.60	860.85	870.10	879.35
22,201 to 30,000	865.17	874.42	883.67	892.92
30,001 to 40,500	873.08	882.33	891.58	900.83
40,501 and over	892.30	901.55	910.80	920.05
<b>b) ***Grocery Department Head Store over \$107,800 Weekly Volume Only</b>				
107,800 to \$142,500	840.30	849.55	858.80	868.05
142,501 to 171,200	851.60	860.85	870.10	879.35
171,201 to 197,300	865.17	874.42	883.67	892.92
197,301 to 261,400	873.08	882.33	891.58	900.83
261,401 and over	892.30	901.55	910.80	920.05
<b>d) ***Dairy Department Head Stores over \$136,600</b>	804.11	813.36	822.61	831.86
<b>e) ****General Merchandise Department Head Stores over \$400,000</b>	804.11	813.36	822.61	831.86
<b>f) *Assistant Produce Department Head</b>	799.58	808.83	818.08	827.33
<b>g) Bake-Off Department Head</b>	821.76	831.01	840.26	849.51

- \* 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"**

- (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) above.
  - (b) Wage Progression for Pharmacist's Assistants hired after August 10, 1997 and before March 25, 2012 is as set out for clerks in Schedule "B" (2) and 11.01 (a) (i) and (ii) above.
  - (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.

**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:

	<b>Eff.</b> <b><u>11.23.10</u></b>	<b>Eff.</b> <b><u>11.25.12</u></b>	<b>Eff.</b> <b><u>11.23.14</u></b>	<b>Eff.</b> <b><u>11.20.16</u></b>
<b>Service Clerk</b>	790.55	799.80	809.05	818.30
<b>Decorator</b>	790.55	799.80	809.05	818.30
<b>Journeyman Baker</b>	797.17	806.42	815.67	824.92

- 3) Wage Progression for employees hired after August 10, 1997 and before March 25, 2012

	<b>Eff.</b> <b><u>11.23.10</u></b>	<b>Eff.</b> <b><u>11.25.12</u></b>	<b>Eff.</b> <b><u>11.23.14</u></b>	<b>Eff.</b> <b><u>11.20.16</u></b>
<b>Service Clerk, Decorator</b>				
Start	12.22			
12 Months	15.50			
24 Months	15.75			
36 Months	18.40	18.65	18.90	19.15
<b>Baker</b>				
Start	12.22			
12 Months	15.75			
24 Months	16.00			
36 Months	18.65	18.90	19.15	19.40

Full-time employees hired after August 10, 1997, and before March 25, 2012 will be paid according to the above wage schedules and shall not be subject to any other negotiated wage increase, except as set out in 11.01 (a) (i).

	<b>Eff.</b> <b><u>11.23.10</u></b>	<b>Eff.</b> <b><u>11.25.12</u></b>	<b>Eff.</b> <b><u>11.23.14</u></b>	<b>Eff.</b> <b><u>11.20.16</u></b>
<b>4) Bakery Department Head Hired before March 25, 2012</b>	<b><u>882.47</u></b>	<b><u>891.72</u></b>	<b><u>900.97</u></b>	<b><u>910.22</u></b>

### **Part Time Employees**

- 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.
  - (d) 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.
- 10.04 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.

- 10.11 An employee scheduled to work an eight (8) hour shift between the hours of store closing and store opening shall receive a premium of one (\$1.00) dollar per hour for all such hours worked. Such night shift schedule shall commence not earlier than 10:00 p.m. and not later than 12:00 midnight. Employees scheduled for work prior to store opening shall receive a premium of fifty (.50¢) cents per hour for such hours actually worked prior to 8:30 A.M. on Saturdays and 9:00 A.M. on all other days. Employees scheduled for work after 6:15 P.M. on Saturdays shall receive a premium of one (\$1.00) dollar per hour for such hours actually worked after 6:15 P.M., except that such premium shall not apply to employees hired after December 18, 2006.

## **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) Part time employees who are at an end rate of pay (excluding Courtesy Clerks, and students under 18 years of age hired after November 23, 2009), shall receive the following:
- 1) March 25, 2012 – part time employees on the payroll on March 25, 2012 who are active shall receive a lump sum payment of \$750.00.
  - 2) November 25, 2012 – end rates (excluding Courtesy Clerks and students) to be increased by 25¢ per hour.
  - 3) November 24, 2013 – part time employees on the payroll on March 25, 2012 who are active shall receive a lump sum payment of \$500.00
  - 4) November 23, 2014 – end rates (excluding Courtesy Clerks and students) to be increased by 25¢ per hour.

- 5) November 22, 2015 - part time employees on the payroll on March 25, 2012 who are active shall receive a lump sum payment of \$500.00.
- 6) November 20, 2016 - end rates (excluding Courtesy Clerks and students) to be increased by 25¢ per hour.
- ii) All employees in receipt of a wage progression rate of pay will not receive the above increases, and will only receive wage progressions until such employee reaches an end rate of pay.

Part-time employees who are students under 18 years of age hired after November 23, 2009 and Courtesy Clerks, will be paid in accordance with the existing wage progression schedule.

- 11.01 (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.

- 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 January 15th 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.

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

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion 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 six (6) 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.

20.04 Night shift premium will be included in the Specified Holiday pay of any employee who works on nights for the six (6) months preceding the holiday.

### **ARTICLE XXVIII - BENEFITS**

28.01 The following benefits for employees only shall be provided.

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. The vision care plan has an annual qualifier of six hundred (600) hours worked in the prior calendar year.

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

Contact Lenses prescribed for severe corneal astigmatism, severe corneal scoring, 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 \$200 every 24 months will be payable. Laser eye surgery will be covered within the existing vision care benefit maximum of \$200 every 24 months.

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.

c) Support stockings as per the provision for full time employees.

d) Part time employees who are covered by another plan, and who otherwise would qualify for drug benefits under the Company plan, will be reimbursed for the dispensing fee.

e) Part time employees who otherwise would qualify for drug benefits, but suffer an hours reduction due to a WSIB claim, will continue to be covered for benefits for a period not exceeding twenty four (24) months.

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

**1) For Employees Hired Prior to August 10, 1997:**

	<u>Eff.</u> <u>11.23.10</u>	<u>Eff.</u> <u>11.25.12</u>	<u>Eff.</u> <u>11.23.14</u>	<u>Eff.</u> <u>11.20.16</u>
	18.05	18.30	18.55	18.80

**2) For Employees Hired After August 10, 1997 and before March 25, 2012**

<u>Hours</u>	<u>Eff.</u> <u>11.23.10</u>	<u>Eff.</u> <u>11.25.12</u>	<u>Eff.</u> <u>11.23.14</u>	<u>Eff.</u> <u>11.20.16</u>
0 – 1250	10.25			
1251 – 2000	10.30			
2001 – 2750	10.35			
2751 – 3500	10.40			
3501 – 4250	10.45			
4251 – 5000	10.50			
5001 – 5750	10.55			
5751 – 6500	10.80			
6501 – 7250	11.30			
7251 – 8000	12.05			
8001 – 8750	12.55			
8751 and over	14.55	14.80	15.05	15.30

**2) Student Wage Progression:**

Applicable to part-time employees who are students under 18 years of age who are hired after November 23, 2009 and before March 25, 2012:

<u>Hours</u>	
0 – 1250	9.60
1251 – 2000	9.65
2001 and over	9.70

Upon attaining age 18, the employee shall be placed on the part-time wage progression for employees hired after August 10, 1997 and before March 25, 2012.

**SCHEDULE "B"**

- (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) above.
- (2) An employee hired after August 10, 1997 and before March 25, 2012, shall be paid in accordance with the progressions and hourly wage rates set out in Schedule "A" (2) and 11.01 (a) (i) and (ii) above.

**LETTER 12**

**LETTER OF UNDERSTANDING**

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

**Attention: Mr. S. Haggerty**

**CONVERSIONS TO FOOD BASICS**

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 25th day of March, 2012 relating to the following matter.

**FULL-TIME OPTIONS:**

- a) Employees may exercise bumping options, or be rebalanced as per the job guarantee letter, under the Metro Collective Agreement.

The balance of the Letter 12 is the same as letter 12 in the main body of the Collective Agreement.

Sincerely,

TAZ:pem

T.A. Zakrzewski  
Vice President,  
Labour Relations

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

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**LETTER 15**

**LETTER OF UNDERSTANDING**

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

**Attention: Mr. S. Haggerty**

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 25th day of March, 2012 relating to the following matter.

All full-time employees on the full time payroll as of January 1, 2008 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, 2008 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,

TAZ:pem

T.A. Zakrzewski  
Vice President,  
Labour Relations

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

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**LETTER 16**

**LETTER OF UNDERSTANDING**

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

**Attention: Mr. S. Haggerty**

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 25th day of March, 2012, 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 March 25, 2012 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 20% at the end of each contract year, and discontinued altogether on November 18, 2017.

Sincerely,

TAZ:pem

T.A. Zakrzewski  
Vice President,  
Labour Relations

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

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**LETTER 17**

**LETTER OF UNDERSTANDING**

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

**Attention: Mr. S. Haggerty**

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 25th day of March, 2012, relating to the following matter.

The Company will continue to offer full time employees the option of working the alternative work week in accordance with the agreed upon protocol. 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,

TAZ:pem

T.A. Zakrzewski  
Vice President,  
Labour Relations

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

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**LETTER 18****LETTER OF UNDERSTANDING**

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

**Attention: Mr. S. Haggerty**

Dear Sirs:

This letter shall confirm the understanding reached by the Parties during negotiations with respect to the currency of the Collective Agreement dated the 25th day of March, 2012 regarding the Pension Programme that applies to employees who previously were employed by Miracle Food Mart, and were members of the MFM Pension Plan at the time of its merger with the CCWIPP on January 1, 1995.

After the merger of the following Plan with the C.C.W.I.P.P., this letter serves 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.

Sincerely,

TAZ:pem

T.A. Zakrzewski  
Vice President,  
Labour Relations

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

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**APPENDIX "B"****DISCONTINUATION OF THE GROUP II APPENDIX**

Effective April 15, 2012, the Group II Appendix of the Collective Agreements was discontinued. Thereafter, all former Group II stores are covered by the terms and conditions of the main body and Appendix "A" of the Collective Agreement, with the exception of rates of pay, which will be phased in, in accordance with the following:

- a) Group II employees, who are active, shall receive the difference on March 25, 2012, if any, between their rate of pay and the comparable (volume or service related) Appendix "A" rate of pay, with such difference to be divided by six, and the resulting amount paid each year for the six year duration of the Collective Agreement. In this regard, those Department Heads who receive a Department Head Bonus shall have their current bonus frozen and added to their base rate of pay for the purpose of doing the above calculation. The effective dates of the adjustments will be the same as the dates set out in the Appendix "A", Article 11.01, namely March 25, 2012, November 25, 2012, November 24, 2013, November 23, 2014, November 22, 2015 and November 20, 2016.

The minimum annual adjustment shall be 25¢ per hour per year until the wage difference has been paid out.

No employee shall suffer a loss of pay as a result of movement from Group II to Group I.

- b) Group II employees will not receive the negotiated monetary settlement applicable to Group I employees, set out in Article 11.01 of Appendix "A", with the exception of the end rate increases. The three end rate increases totaling 75¢ per hour will be implemented for the eligible Group II employees on the basis of 40¢ per hour on November 18, 2017 and 35¢ per hour on November 18, 2018 respectively, except as follows:
- 1) FT Group II employees who are in receipt of a second tier end rate (Clerks / Cutters hired after January 30, 2000 and Bakers/ Decorators hired after November 23, 2009) shall receive the 25¢ end rate increases on March 25, 2012, November 23, 2014 and November 18, 2017.
  - 2) Group II FT clerks and cutters hired between August 10, 1997 and January 30, 2000, and Group II FT bakers and decorators hired between August 10, 1997 and November 23, 2009 shall receive an end rate increase of 19¢ per hour effective November 18, 2017 and 18¢ per hour effective November 18, 2018.