THIS AGREEMENT made this 16th day of September, 2007

BETWEEN:

The Barn Markets, A Division of A&P Canada Co., (a subsidiary of Metro Inc.) and The Barn Market Franchisees
(herein referred to Jointly and Severally as the "Employer").

OF THE FIRST PART

-AND-

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

OF THE SECOND PART

ARTICLE I
RECOGNITION

1.01 The Employer recognizes Local Union 175 as the exclusive bargaining agent for all employees of the Employer in its Retail Stores located in the Province of Ontario, save and except Assistant Store Managers and persons above the rank of Assistant Store Manager.

1.02 All provisions applicable to part-time employees, defined as persons regularly employed for not more than twenty-four **(24)** hours per week and students employed in off school hours and during the school vacation period, shall be only as outlined in Appendix "D".

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 Section 1.01 and 1.02 above.

1.04 (a) It is understood and agreed that, as a condition of the granting of a Barn franchise, the Franchisee shall execute the Barn Franchise Collective Agreement and the Association Agreement. It is further understood and agreed that, as a condition of A&P's consent to the sale, transfer, assignment or other disposition of a franchise by a franchisee to a new Franchisee, A&P shall require that such new Franchisee execute the Agreement and the Association Agreement. In either case, A&P shall notify the Union at that time of the name and address of the proposed Franchisee and the location of the store to be franchised.

(b) A&P, the Franchisees and the Union acknowledge that The Barn, a division of A&P, may assume operating control of any store that would otherwise be operated by a Franchisee in the event of bankruptcy of such franchisee or the reversion of the franchise back to A&P until the store is re-franchised or in the case of a new store until it is franchised, and the Agreement shall apply or continue to apply to such store. The Union shall be recognized as the exclusive bargaining agent by A&P for all employees at such store covered by the said Barn Franchise Collective Agreement when A&P re-franchises it to a new Franchisee.

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(c) (i) The parties agree that the purpose of the structure set out herein is to promote co-operation and harmony in the relationship amongst them and to promote the development of a stable and constructive collective bargaining system to their mutual advantage;

(ii) It is recognized that a representative designated in writing by and related to A&P shall have an ongoing role in the negotiation and administration of the Collective Agreement. More specifically, the A&P representative shall participate in Step No. 2 of the grievance procedure under the Agreement.

ARTICLE II
UNION SECURITY

2.01 (a) All employees covered by this Agreement, 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 Employer agrees that each employee will be required to sign an authorization card directing the Employer 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 Employer. The fees and dues shall be forwarded to the Union monthly by the 15th day of the following month.

2.02 The Employer will, at the time of making each remittance hereunder to the Financial Secretary of the Union, supply a statement consisting of an alphabetical listing showing each employee's name, social insurance number and designated store number. In addition, the Employer 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 a quarterly list of employees' names, classifications and addresses.

2.03 It is agreed that the Union will indemnify and save the Employer harmless for any and all claims which may be made against it by an associate or associates for amounts deducted from pay as provided by this Article.

ARTICLE III
RELATIONSHIP

3.01 The Employer 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 Employer and the employees shall not enter into any agreement inconsistent with the provisions of this Collective Agreement.

3.03 Where allegations are made under the Company policies on Harassment, Sexual Harassment, Non-Discrimination In the Workplace, and Employee Threats and Violence, against a bargaining-unit employee, the Company and the Union will endeavor to jointly investigate the allegations as quickly as possible. The above noted policies, which may be amended from time to time, will be posted in each store.

ARTICLE IV
MANAGEMENT FUNCTIONS

4.01 The Union acknowledges that it is the exclusive function of the Employer to:

(a) maintain order, discipline and efficiency;

(b) generally to manage the enterprises in which the Employer 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, 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 Employer 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 will be entitled to elect or appoint two (2) stewards for each store except in stores wherein a night shift is worked. In such stores, an additional steward may be designated for the night shift. The duties of a steward shall be to assist employees working in the store in servicing complaints or grievances in accordance with the Grievance Procedure in dealing with matters arising under the terms of this Agreement.

6.02 The Union shall once every six (6) months keep the Store Manager 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 the other Local Union representatives have their regular duties to perform on behalf of the Employer 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 Employer 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 Employer agrees that, whenever an interview is held with an employee that becomes part of his record regarding his work or conduct, a full-time steward will be present as a witness. The employee may request that the steward leave the meeting.

B. In the event a full-time steward is not present, the condition will be brought to the attention of the employee. The meeting that becomes part of the employee's record will be postponed until the steward is available.

C. If the meeting is held without the steward, any conclusions, verbal or written, will be null and void except in the case where the employee requested the steward to leave.

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

ARTICLE VII
GRIEVANCE PROCEDURE

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

STEP NO. 1

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

STEP NO. 2

Within five (5) working days after the decision is given within Step No. 2, the grievance may be submitted in writing to the District Manager or his appointee. If requested, a meeting may be held within a further period of five (5) working days between the District 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 District Manager's, 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. 2 is given, it shall be deemed *to* have been abandoned.

7.03 A grievance arising directly between the Employer 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. 2 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 Employer, 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 Employer'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 Employers' 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 Employer 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 **(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 Employer'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 predate 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 Chairperson of the Arbitration Board. If they are unable to agree upon such a Chairperson within such period, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairperson.

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 Chairperson of such Board of Arbitration.

8.06 If the Employer 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 Employer and shall then count from the date of employment with the Employer. The principles of seniority shall be recognized by the parties on an individual store basis.

9.02 Lay off due to lack of work and recalls shall be made on the basis of seniority as set out below, providing the senior employee has the skill and ability to do the job in a competent manner.

In the event of lay off, an employee may exercise his seniority to bump within his classification or if he chooses, bump into another classification.

An employee may not bump up into a department head or assistant department head position as identified in Article 9.07.

(a) 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 Employer agrees to post the seniority lists in the store semi-annually.

9.04 A person employed at a store covered by this Agreement, who is transferred into the Bargaining Unit, may be returned to his former position or to a lower position, and will be credited with seniority equal to his total length of service in the Bargaining Unit, providing such transfer occurs within twelve (12) months of his departure date from the Bargaining Unit.

If such transfer occurs more than twelve months after his departure from the Bargaining Unit, such person who is transferred into the Bargaining Unit will not be credited with seniority and may not displace existing employees. One (1) year following such transfer into the Bargaining Unit, such person shall be credited with up to three (3) years' seniority. 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.

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 for work within seven (7) days after being notified by registered mail by the Employer following the lay-off; or fails to advise the Employer 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 Employer; 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 Employer promptly on forms supplied by the Employer 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 Employer 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 Employer is advised of an employee's name change, such information will be forwarded to the Union.

9.07 Applications for promotion to and/or training for the positions of Grocery, Produce and Meat Department Head, Bakery Department Head, Head Cashier, Assistant Meat Department Head, Seafood Department Head, Night Leader, Deli Department Head, Bake-Off Department Head, Food Service Department Head, and Salad Bar 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 Employer and may be submitted to the Employer 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 Employer may post a bulletin soliciting applications at any time.

When an employee is promoted within a store, the name, seniority date, and classification of the employee concerned will be posted in the store.

9.08 Employees laid off from full-time jobs shall be offered part-time employment.

9.09 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.

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 may be used for the purposes of lay-off, recall, vacation, and wage progression but shall not apply with respect to the employee's eligibility for the various benefits applicable to full-time employees. Furthermore, such employee shall not be allowed to take vacation during the first three (3) months of such full-time employment, except when less than three months remain in the calendar year, and providing he qualifies shall be entitled to a maximum of one (1) week of vacation during the vacation year. Thereafter, his full-time vacation entitlement shall be in accordance with his full-time seniority date.

C. In the event that two or more employees are credited with the same seniority date under Article 9.09 B, the senior employee shall be deemed to be the one with the greatest continuous service.

D. An employee reclassified from part-time to full-time and subsequently to part-time again will be credited with his complete part-time and full-time seniority. A full-time employee converted to part-time will carry his full-time seniority to the part-time seniority list.

9.10 In making promotions, (except that this provision shall not apply to promotions outside of the bargaining unit), the Employer 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, will be considered for promotion subject to Article 9.10.

9.11 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.

9.12 The transfer of employees between stores may occur from time to time; however, employees will not be transferred to any other store unless it is mutually agreed to by the Employer and the employee or employees concerned.

(a) In the case of a temporary transfer, not to exceed twelve (12) weeks, an employee will be paid thirty (30¢) cents per kilometer for all additional kilometers travelled, in reporting for work, where such additional travelling exceeds four **(4)** kilometers beyond that which the employee normally travels or such other arrangement made with the employee by his Store Manager. In the case of an inter-urban overnight transfer, an employee will be paid reasonable travelling and/or living expenses in accordance with an arrangement made with the employee by his Store Manager.

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 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 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.

10.02 It being agreed that the Employer 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 Employer 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. An employee will be paid a premium of $1.60 per hour for all hours worked between 12:01 **A.M.** Sunday and 11:59 P.M. Sunday, and two (2) times his regular straight time hourly rate for hours worked on the employee's scheduled day off. All work performed on Sundays shall be voluntary.

The Sunday premium of $1.60 per hour shall not be payable to, nor shall Sundays be voluntary for, employees who are hired full time after February 15, 2004, or, are advanced to full-time with a part-time start date after February 15, 2004.

In scheduling overtime, in so far as it is practicable to do so, the Employer 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 If the store is 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 the store is not open for business, but not a Saturday evening.

If the store is 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 the store. One-person night shifts may not be scheduled in a store or a meat department. Any employee hired as a clerk in grocery after February 15, 2004, 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 the store is subject to twenty-four 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 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 per hour for night 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 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 the 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 the store is not open for evening customer shopping, in which case on a regular day shift an employee 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), where this does not create a hardship 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 change shall be made in such schedule except in the case of an emergency beyond the control of the Employer. The steward shall receive a copy of such work schedule. All changes shall be marked on the posted schedule the same day.

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

10.06 Meal periods shall not exceed one (1) hour and shall be taken not less than two and one-half (2 1/2) hours nor more than five (5) hours after the starting time of the shift. However, on the night shift and where mutually practicable on the day shift, employees will be scheduled for a one-half (1/2) hour meal period.

10.07 An employee scheduled to work after 6:15 p.m. in a store open for evening customer shopping after 6:00 p.m. will receive meal period without pay.

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. 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 cooperate 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 Employer will include the night shift premium in such holiday pay.

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 Employer as an assistant head cashier, and shall receive a premium of five ($5.00) dollars per week.

10.11 One employee will be designated by the Company as a floral leader in a full floral section that does sales of $5,000 per week or more on a four **(4)** quarter basis. It is a prerequisite that the employee holds a floral design certificate and has prior experience working as a floral designer. Such jobs shall be filled by means of a Company appointment, not subject to a posting. Such employee will be paid an additional amount of $20.00 per week.

ARTICLE XI
WAGE RATES

11.01 (a) The Employer 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 Appendix "A".

(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 Appendix "A".

(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 same salary as the department head being relieved, but not more than the top rate, 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 Meat Department Head, Grocery Department Head, Produce Department Head, Bakery Department Head, Head Cashier, Assistant Produce Department Head, Assistant Meat Department Head, Deli Department Head, Bake-Off Department Head, Seafood Department Head, Salad Bar Department Head, Food Service Department Head, or Night Leader. The employee so assigned shall be identified on the work schedule each week of the assignment.

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

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

(e) The Employer agrees that employees are to be paid the job classification rates as shown in the Appendix of the Collective Agreement.

(9 An employee who is absent from work due to illness or accident shall not receive salary increments either in the form of a negotiated increase (if absent from work on the expiry date of the agreement), or as set out in Appendix A, until such time that he returns to work and completes one 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) For the life of this Collective Agreement, pay day will be on Friday each week and pay stubs shall be available no later than noon on Friday, except for reasons beyond the control of the Employer. Employees will be paid by means of mandatory direct pay deposit. Until the new pay stub system is effective, each employee shall receive his pay stub each week in a sealed envelope.

(i) With respect to the rate of pay of a new full time employee who has been advanced from part time, where thirty-seven times such employee's part-time hourly rate of pay does not correspond with a progression rate as set out in Appendix " A , 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.

(j) The following shall apply to full time employees (including Pharmacy Technicians) hired prior to, and still in the Company's employ on, September 16, 2007:

- 35 cents per hour retroactive to September 24, 2006
- 30 cents per hour effective September 23, 2007
- 25 cents per hour effective September 21, 2008
- 25 cents per hour effective September 20, 2009
- increases to be added to end rates of pay only

(k) All full-time employees on the payroll of the Employer as of December 1st in any year who have completed six (6) months' continuous service with the Employer shall be entitled to Christmas bonus of fifty ($50.00) dollars payable on or before December 15th.

ARTICLE XII
LEAVE OF ABSENCE

12.01 Written request for leave of absence without pay shall be considered by the Employer. It is understood that any leave of absence is subject to reasonable notice being given to the Employer. 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 If 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 Store Manager, or his appointee.

12.02 The Employer 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 Employer shall be given reasonable advance notice.

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

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

b) The pregnancy leave of an associate shall be no longer 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 Employer 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 at the store may be granted such Leave of Absence at the same time.

ARTICLE XIII
SPECIFIED **HOLIDAYS**

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

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

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

13.02 Specified holiday pay will be computed on the basis of eight (8) hours at the associate'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 ½) times (two (2) times if the store was not open for business on the holiday) his straight time hourly rate of pay (except in the case of work performed on civic holiday which shall be payable at straight time), 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 must 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* 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 Specified Holiday, the next work day shall be recognized and paid as a holiday.

ARTICLE XIV
VACATIONS

14.01 Employees on the active payroll of the Employer 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 Employer as of May 1st, will be entitled to one (1) day of vacation for each month of service up to a maximum of ten (10) days.

Length of continuous service as of the employee's anniversary date of employment	**Length of Vacation**	**Vacation pay at associate's regular straight time hourly rate of pay period immediately prior to vacation**
After one (1) year	2 weeks	Seventy Four (74) hours
After five (5) years	3 weeks	One Hundred and Eleven (111) hours
After ten (10) years	4 weeks	One Hundred and Forty-Eight (148) hours
After seventeen (17) years	5 weeks	One Hundred and Eighty-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 10 years	6% of earnings for work performed
10 years to 17 years	8% of earnings for work performed
17 years and over	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 Employer. Employees entitled to a third, fourth, or fifth weeks vacation will have three weeks of vacation granted insofar as is possible during the period from May 1st to September 30th each year. In scheduling all vacations, the Employer will endeavour to allow employees to exercise their choice in accordance with their seniority status.

(b) The 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 Employer may finalize and post vacation schedules by April 15th, however seniority shall not apply if the employee fails to make his selection before April 1st.

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

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

14.06 Entitlement shall be determined as of May 1st in a calendar year. For the purpose of determining vacation entitlement, such employees who start work on or before the 15th of the month will be deemed to have started on the first of the month. Such employees who start work after the 15th of the month will be deemed to have started on the first day of the following month.

ARTICLE XV
BEREAVEMENT PAY

15.01 An employee 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.

ARTICLE XVI
JURY DUTY

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

(i) he furnishes the Employer with a certificate of service, signed by the Clerk of the Court showing the amount *of* jury fee or conduct money received.

(ii) the Employer 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 the store 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 Employer regulations governing associates.

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 Employer shall continue to make reasonable provisions for the safety and health of its employees at the store 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 provisions shall not apply to:

(a) periods of new store openings and major renovations up to and including the week of opening.

(b) checking of code dates, rotation, authorized sampling, and special promotions.

(c) sales representatives of Fireco Sales Limited or its successors, pop, chips, books, magazines, bread and greeting card sales representatives.

(d) In the case of major renovation or a new store opening, there will be no restrictions on work to be performed by third party companies: up to and including the week of the opening.

ARTICLE XXII
TIME CLOCKS

22.01 Time clocks will be provided in the store for the purpose of recording all time worked.

ARTICLE XXIII
UNIFORMS AND TOOLS

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

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 Employer, who can return to work under temporary medical restriction, may be assigned by the Employer 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 WSIB Rehabilitation Counsellor, the Employer Representative, the Store Manager or his appointee, and the employee concerned.

ARTICLE XXV
REST!ROOM

25.01 A rest room shall be provided and kept in a sanitary condition. The employees shall co-operate with the Employer in keeping the rest room in a clean and satisfactory condition.

ARTICLE XXVI
MEDICAL EXAMINATIONS

26.01 If an employee is required by the Employer during his employment to take a medical and/or x-rays, the medical and/or x-rays, shall be taken on Employer time and at the expense of the Employer.

(a) An employee absent due to illness or accident shall not be discharged during the period of his absence, providing that the absence is justifiable.

ARTICLE XXVII
UNION CARDS

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

ARTICLE XXVII
PART-TIME EMPLOYEES

28.01 On the basis that recognition is given to the requirement of the business to engage the services of part-time employees, it is agreed that the minimum number of full-time employees in a store shall be determined as follows:

(a) There shall be a minimum of one full-time employee in the store for each twenty three thousand two hundred and four ($23,204) dollars of sales per week, based on the average total store sales over the previous four (4) calendar quarters.

(b) Any adjustments in accordance with this minimum provisions shall be completed within two (2) weeks following the end of each calendar quarter.

(c) The volume figure will be adjusted once per annum to reflect the Consumer Price Index, based upon the August, 1994 Consumer Price Index.

28.02 In the event a full-time employee is absent due to illness, accident, or maternity leave of absence in excess of two (2) full consecutive weeks, and such employee's absence places the store staffing below the minimum number of full-time employees required, as outlined above, a part-time employee within the store shall be advanced temporarily to work full-time hours. Should such condition continue in excess of three (3) months, a full-time employee will be hired or reclassified in order to bring the staff up to the minimum.

28.03 When the Employer requires additional full-time employees, the Employer will give preference *to* part-time employees within the store on the basis of seniority, skill and qualifications for the job concerned and availability for work.

ARTICLE XXIX
WELFARE

29.01 (a) The Employer 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 Employer (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 Employer 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 Employer (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 $10 single and $20 family deductible with a 100% co-insurance feature for payment of prescriptions beyond such deductibles.

(d) Such Extended Care Benefits Plan to include an optical plan on the basis of a twenty-five ($25.00) dollar single and family deductible and with an eighty (80%) percent co-insurance feature. The plan shall provide a benefit of up to 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 Employer 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 Employer 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 53rd week of absence.

(9 Dental Plan - The Employer will pay twenty-six (26¢) cents per hour, for all hours worked in the store by full-time and part-time employees into the UFCW Locals 175 and 633 Ontario Dental Benefit Trust Fund (with an additional contribution of up to two (2¢) cents per regular hour worked, if deemed necessary by the Joint Trustees). Such contributions will not be paid for 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 the 1st of the month following the signing of the Agreement.

(i) The contribution rates to C.C.W.I.P.P. shall be those that are contained in the Contribution Agreement of the major retail food Employers who participate in C.C.W.I.P.P., dated April 20, 1994 which expires on December 31, 1999.

(ii) Any and all past and future benefit improvements shall be the responsibility of the Trustees of C.C.W.I.P.P.

(iii) The Employer will sign the participation agreement authorized by the Trustees of the C.C.W.I.P.P.

(h) The Employer agrees to provide at no cost to the employees, post-retirement life insurance in the amount of $2,000.00 for each such employee who elects retirement, payable to the employee's designated beneficiary.

(i) Subject to the terms and conditions of the Master Plans and Policies relating thereto, the Employer agrees to provide the following:
- life insurance at one times salary.
- short term disability 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 4th 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 2 times salary and life insurance is not applicable.

(j) The Employer 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 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.

30.02 Bulletin Boards: The Employer agrees to extend to the Union the use of a bulletin board in each store for the posting of the following notices.

1. Notice of election - election results - appointment of officers:
2. Notice of meetings - time and place:
3. Notice of social and recreational activities.

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

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

ARTICLE XXXI
SUCCESSORS AND ASSIGNS

31.01 This Agreement shall be binding on the Employer and its successors and assigns, and will continue to be binding on the Union and the employees covered by this Agreement.

ARTICLE XXXII
DURATION AND TERMINATION

32.01 This Agreement shall continue in effect until the 25rd day of September, 2010, and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

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

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by its duly authorized representatives this day of 2007.

FOR THE EMPLOYER

FOR THE UNION

APPENDIX "A"

Classifications and Hourly Rates of Pay Applicable Thereto

		Eff. 9.16.07	Eff. 9.23.07	Eff. 3.31.08	Eff. 9.21.08	Eff. 9.20.09
Stock Clerk; Service Clerk	Start	$ 8.00		$8.75		
	6 mos.	8.50		8.80		
	12 mos.	9.50		9.50		
	18 mos.	10.50		10.50		
	24 mos.	11.75		11.75		
	30 mos.	14.95	15.25	15.25	15.50	15.75
Meat Cutter	Start	$ 9.00				
	6 mos.	10.00				
	12 mos.	11.00				
	18 mos.	12.50				
	24 mos.	14.00				
	30 mos.	17.45	17.75		18.00	18.25
* Night Leader; **Asst. Produce Dept. Head; ***Asst. Meat Dept. Head;; Bake-Off Dept. Head; Deli Dept. Head; Seafood Dept. Head Food Service Dept. Head Salad Bar Dept. Head	Start	$10.50				
	6 mos.	11.75				
	12 mos.	13.00				
	18 mos.	14.50				
	24 mos.	18.20	18.50		18.75	19.00
Head Cashier	Start	$11.00				
	6 mos.	12.25				
	12 mos.	13.50				
	18 mos.	15.00				
	24 mos.	18.70	19.00		19.25	19.50
Grocery Dept. Head	Start	$11.25				
	6 mos.	12.50				
	12 mos.	13.75				
	18 mos.	15.25				
	24 mos.	18.95	19.25		19.50	19.75
Produce Dept. Head; Meat Dept. Head	Start	$13.00				
	6 mos.	14.25				
	12 mos.	15.50				
	18 mos.	16.75				
	24 mos.	20.20	20.50		20.75	21.00

* There will be a Night Leader in a store that has a Night Crew.

** 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.

APPENDIX "B"

Local Union 175 is recognized as the exclusive bargaining agent of employees classified as Pharmacy Technician (defined as one who has successfully completed an accredited course for Pharmacy Technicians at a recognized College, or, has equivalent experience obtained by working with a licensed Pharmacist for a period of not less than two (2) years) employed in those outlets of A&P Drug Mart Ltd. located in the Retail Stores that are subject to this Collective Agreement. Such Pharmacy Technicians shall be covered by the terms and provisions of this Collective Agreement, except as follows:

(1) Pharmacists employed by the Employer will be excluded from the Collective Agreement.

(2) Section 10.03 is amended to provide that a Pharmacy Technician 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) Pharmacy Technicians shall be paid in accordance with the progression schedule applicable to Stock/Service Clerk as set out in Appendix " A .

(4) References made to Store Manager shall mean Pharmacy Manager.

(5) Should a full time Pharmacy Technician be laid off to part-time status in an A&P Drug Mart in which a part-time Pharmacist is employed for less than twenty-four (24) hours per week, it is agreed that such part-time Pharmacist shall not perform work normally performed by a bargaining unit employee.

(6) 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.

APPENDIX "C"

Classifications and Hourly Rates of Pay
Applicable Thereto Pertaining to a Combo Bakery

Decorator	Eff. 9.16.07	Eff. 9.23.07	Eff. 3.31.08	Eff. 9.21.08	Eff. 9.20.09
Start	$ 8.00		8.75		
6 Months	8.50		8.80		
12 Months	9.50		9.50		
18 Months	10.50		10.50		
24 Months	11.75		11.75		
30 Months	14.95	15.25	15.25	15.50	15.75
Baker					
Start	$ 9.00				
6 Months	10.00				
12 Months	11.00				
18 Months	12.50				
24 Months	14.00				
30 Months	17.45	17.75		18.00	18.25
Bakery Department Head					
Start	$11.84				
6 Months	13.09				
12 Months	14.34				
18 Months	15.84				
24 Months	19.54	19.84		20.09	20.34

APPENDIX "D"

PROVISIONS APPLICABLE TO PART TIME EMPLOYEES

ARTICLE I
RECOGNITION

As in Articles 1.02 and 1.03 of the main body of the Collective Agreement.

ARTICLE II
UNION SECURITY

As in Article II of the main body of the Collective Agreement.

ARTICLE III
RELATIONSHIP

As in Article III of the main body of the Collective Agreement.

ARTICLE IV
MANAGEMENT FUNCTIONS

As in Article IV of the main body of the Collective Agreement.

ARTICLE V
STRIKES AND LOCK-OUTS

As in Article V of the main body of the Collective Agreement.

ARTICLE VI
STEWARDS

6.01 The Union may elect or appoint one (1) Steward for each store. The duties of a Steward shall be to assist associates 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 Appendix. Balance as in 6.02, 6.03 and 6.04 of the main body of the Collective Agreement.

ARTICLE VII
GRIEVANCE PROCEDURE

As in Article VII of the main body of the Collective Agreement.

ARTICLE VIII
ARBITRATION

As in Article VIII of the main body of the Collective Agreement.

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 Employer.

9.01 (a) The store shall prepare and post a part-time Seniority List at least once every six months.

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

(a) Voluntarily quits.
(b) Is discharged for cause and the discharge is not reversed through the Grievance Procedure.
(c) Is laid off for a period of twenty-six (26) consecutive weeks.
(d) Fails to return to work at the expiration of a Leave of Absence, without a reason satisfactory to the Employer.
(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.

9.04 When the Employer requires additional full-time employees other than provided for in Article 10.14, the Employer will give preference to part-time employees on the basis of seniority, skill and qualifications for the job concerned and availability for work, from among employees within the store. Although not a requirement employees may complete a form, provided by the Employer, 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 a part time employee is advanced to regular full time employment, the seniority date and classification of the employee shall be posted on the bulletin board of the store in question.

ARTICLE X
HOURS OF WORK

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

(a) Employees may be scheduled to commence a regular shift no sooner than nine (9) hours after the completion of a regular shift.

(b) A request for an occasional Saturday off shall not be denied unjustifiably, and shall not result in a reduction of hours where hours are available.

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

10.03 It being agreed that the Employer is entitled to schedule overtime work, authorized work performed in excess of eight (8) hours in the day as scheduled by the Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 ½) times an employee's regular straight time hourly rate will be paid for authorized work performed on a Statutory Holiday except Civic Holiday, which if worked, shall be payable at straight time. A premium of $1.60 per hour will be paid for authorized work performed between the hours of 12:01 A.M. Sunday and 11:59 P.M. Sunday.

All work performed on Sundays shall be voluntary. Hours worked on Sunday shall be over and above the regular work week.

The Sunday premium of $1.60 per hour shall not be payable to, nor shall Sundays be voluntary for, employees who are hired after February 15, 2004.

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 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 beentitled 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.

10.12 Where the 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 the 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 per hour 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 Employer 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 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. Employees who temporarily work full-time hours in excess of three (3) consecutive months, shall be reclassified to full-time status.

The Company will apply the same practice, regarding the rate of pay for a part-time employee who is temporarily working full-time hours, that is applied in accordance with Article 9.02 (b) to a part-time employee who is permanently advanced to full-time employment.

10.15 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.

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

10.17 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 five (5:00) P.M.

ARTICLE XI
WAGE RATES

11.01 (a) The Employer 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 P.T. Appendix "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 651 hours rate shall progress to the 1301 hours rate 651 hours after his date of employment and so on, if applicable). This provision shall not apply in the event that Ontario minimum wage legislation results in a minimum wage that is greater than the start rates of pay listed in P.T. Appendix "A".

(c) Merit increases will not delay or affect the regular increases to which an employee is entitled in accordance with P.T. Appendix "A.

(d) Part-time employees will not be scheduled to work in excess of twenty-four (24) hours during the regular week. In the event such employees are required to work beyond twenty-four (24) hours per 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, other than a meat cutter, receiving the twenty-four (24) month rate of pay, who is laid off to part time hours, will receive for such hours the top part time rate in accordance with Appendix "A" for the period that such employee is laid off and has recall rights.

(9 For the life of this Collective Agreement, pay day will be on Friday each week and pay stubs shall be available no later than noon on Friday, except for reasons beyond the control of the Employer. Employees will be paid by means of mandatory direct pay deposit. Until the new pay stub system is effective, each employee shall receive his pay stub each week in a sealed envelope.

(g) The following shall apply to part time employees (including Pharmacy Technicians and Courtesy Clerks) hired prior to, and still in the Company's employ on, September 16, 2007:

- 35 cents per hour retroactive to September 24, 2006
- 30 cents per hour effective September 23, 2007
- 25 cents per hour effective September 21, 2008
- 25 cents per hour effective September 20, 2009
- increases to be added to end rates of pay only

Part time employees must acquire the appropriate service or hours worked in order to advance on the wage progression.

(h) All part-time employees on the payroll of the Employer as of December 1st in any year who have completed six (6) months' continuous 'service with the Employer shall be entitled to a Christmas bonus of twenty-five ($25.00) dollars payable on or before December 15th.

ARTICLE XII
LEAVE OF ABSENCE

12.01 As in Article 12.01 of the main body of the Collective Agreement.

12.02 As in Article 12.02 of the main body of the Collective Agreement.

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. 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. The store will, by March 1st in each calendar year, post a vacation schedule form listing the employees in order of seniority.

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 store 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 store 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.

Upon request, part-time employees, absent from work on May 1 due to illness, non-work related accident, or maternity/parental leave of absence, shall be paid vacation pay owing within *two* (2) weeks following their return to work after May 1st.

ARTICLE XIV
BUSINESS REPRESENTATIVE

As in Article XVII of the main body of the Collective Agreement.

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

As in Article XIX of the main body of the Collective Agreement.

ARTICLE XVII
GENDER

As in Article XX of the main body of the Collective Agreement.

ARTICLE XVIII
UNIFORMS AND TOOLS

As in Article XXIII of the main body of the Collective Agreement.

ARTICLE XIX
REST ROOMS

As in Article XXV of the main body of the Collective Agreement.

ARTICLE XX
SPECIFIED HOLIDAYS

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

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

Boxing Day

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

(a) Been in the employ of the Employer 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 Employer's control.

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

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

ARTICLE XXI
BEREAVEMENT PAY

21.01 A part time employee with three (3) 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.

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 Employer with a certificate of service, signed by the Clerk of the Court showing the amount of jury fee or conduct money received;

(ii) The Employer is given at least forty-eight (48) hours notice prior to the time he is to report for jury duty or attendance at trial; and

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

ARTICLE XXIII
PENSION

As in Article 29.01 (g) of the main body of the Collective Agreement.

ARTICLE XXIV
OPTICAL PLAN

24.01 The Employer 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).

24.02 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 Employer will provide an employee-only drug plan. The drug plan will be based on generic drugs, with no lifestyle drugs covered. The plan will reimburse at 100% of eligible expenses based on an annual maximum of $1,000.

ARTICLE XXV
TIME CLOCKS

As in Article XXII of the main body of the Collective Agreement.

ARTICLE XXVI
ILLNESS AND INJURY

26.01 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.

26.02 An employee absent due to illness or accident shall not be discharged during the period of his absence, providing that the absence is justifiable and further, that any progression rate increases shall cease twenty-six (26) weeks following the commencement of the absence.

26.03 An employee temporarily unable to perform his previous duties due to an injury received in the employ of the Employer, who can return to work under temporary medical restriction, may be assigned by the Employer 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 WSIB Rehabilitation Counsellor, the Employer Representative, the Store Manager or his appointee, and the employee concerned.

ARTICLE XXVII
GENERAL

As in Article 30.01 of the main body of the Collective Agreement

ARTICLE XXVIII
SUCCESSORS AND ASSIGNS

As in Article XXXI on the main body of the Collective Agreement

P.T. APPENDIX "A"

1.01 PART-TIME WAGE PROGRESSION

Applicable to part time employees hired prior to September 16, 2007

Hours	Eff. 9.16.07	Eff. 9.23.07	Eff. 3.31.08	Eff. 9.21.08	Eff. 9.20.09
0 - 650	$ 8.00	8.00	8.75	8.75	8.75
651 - 1300	$ 8.25	8.25	8.80	8.80	8.80
1301 - 1950	$ 8.50	8.50	8.90	8.90	8.90
1951 - 2600	$ 8.75	8.75	9.00	9.00	9.00
2601 - 3250	$ 9.00	9.00	9.15	9.15	9.15
3251 - 3900	$ 9.25	9.25	9.30	9.30	9.30
3901 - 4550	$ 9.50	9.50	9.50	9.50	9.50
4551 - 5200	$ 9.70	9.70	9.70	9.70	9.70
5201 - 5850	$ 9.85	9.85	9.85	9.85	9.85
5851 - 6500	$10.00	10.00	10.00	10.00	10.00
6501 and over	$12.14	$12.44	$12.44	$12.69	$12.94

1.02 PART TIME WAGE PROGRESSION

Applicable to part time employees who are hired after September 16, 2007, and who are not eligible for any other negotiated wage increases.

Hours	Eff. Sept. 16, 2007	Eff. March 31, 2008
0 - 650	$8.00	$8.75
651 - 1300	8.25	8.80
1301 - 1950	8.50	8.90
1951 - 2600	8.75	9.00
2601 - 3250	9.00	9.15
3251 - 3900	9.25	9.30
3901 - 4550	9.50	9.50
4551 - 5200	9.70	9.70
5201 - 5850	9.85	9.85
5851 - 6500	10.00	10.00
6501 - and over	11.79	11.79

1.03 PART-TIME COURTESY CLERKS

The Employer 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, bottle refunds and empty bottle/can sorting and handling. The provisions of the Collective Agreement shall apply to the Courtesy Clerk classification, except as set out below.

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

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

(iii) Courtesy Clerks shall progress as set out below:

a) Wage progression applicable to Courtesy Clerks hired Prior to September 16, 2007:

Hours	Eff. 9.16.07	Eff. 9.23.07	Eff. 3.31.08	Eff. 9.21.08	Eff. 9.20.09
0 - 650	$ 8.00	8.00	8.75	8.75	8.75
651 - 1300	$ 8.25	8.25	8.80	8.80	8.80
1301 - 1950	$ 8.50	9.50	8.90	8.90	8.90
1951 and over	$ 9.10	9.40	9.40	9.65	9.90

b) Wage progression applicable to Courtesy Clerks who are hired after September 16, 2007, and who are not eligible for any other negotiated wage increases.

Hours	Eff. Sept. 16, 2007	Eff. March 31, 2008
0 - 650	$8.00	$8.75
651 - 1300	8.25	8.80
1301 - 1950	8.50	8.90
1951 - and over	8.75	9.00

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

(v) 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 Employer 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 Leukemia Fund.

1.04 PART-TIME MEAT CUTTERS

Hours	Eff. 9.16.07	Eff. 9.23.07	Eff. 3.31.08	Eff. 9.21.08	Eff. 9.20.09
0 - 300	$ 8.35		$ 8.75		
301 - 650	8.85		8.85		
651 – 1300	9.35		9.35		
1301 – 1950	9.85		9.85		
1951 – 2600	10.35		10.35		
2601 – 3250	10.85		10.85		
3251 – 3900	11.35		11.35		
3901 – 4550	11.85		11.85		
4551 – 5200	12.35		12.35		
5201 – 5850	12.85		12.85		
5851 – 6500	13.35		13.35		
6501 +	15.95	16.25	16.25	16.50	16.75

P.T. APPENDIX "B"

Local Union 175 is recognized as the exclusive bargaining agent of part-time employees employed in those outlets of A&P Drug Mart Ltd. located in the Retail Stores that are subject to this Collective Agreement. Such employees, who shall be required to have successfully completed an accredited course for Pharmacy Technicians 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 this Collective Agreement, except as follows:

(1) References made to Store Manager shall mean Pharmacy Manager.

(2) 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.

LETTER OF AGREEMENT #1

Between:

The Barn Markets, A Division of A&P Canada Co., (a subsidiary of Metro Inc.) and The Barn Market Franchisees
(herein referred to Jointly and Severally as the "Employer").

Of the First Part

-and-
United Food and Commercial Workers International Union, Local 175
(hereinafter called the "Union")

Of the Second Part

1) Full-time employees on layoff will receive first option for a position in a new store covered by this Collective Agreement, based on their skills and qualifications, and seniority.

2) In the event a store covered by this Collective Agreement closes and coincident with this closure a replacement store opens, all employees will transfer upon request to the replacement store. Their Union and Company seniority will be maintained at the replacement store.

Dated:

For the Employer

For the Union

LETTER OF AGREEMENT #2

Between:

The Barn Markets, A Division of A&P Canada Co., (a subsidiary of Metro Inc.) and The Barn Market Franchisees
(herein referred to Jointly and Severally as the "Employer").

Of the First Part

-and-
United Food and Commercial Workers International Union, Local 175
(hereinafter called the "Union")

Of the Second Part

Each Franchisee shall make a monthly contribution in the amount of $500.00 to the Training and Education Trust Fund, with such contribution to be forwarded to the Union monthly by the 15th of the following month.

Dated:

For the Employer

For the Union

LETTER OF AGREEMENT #3

Between:

The Barn Markets, A Division of A&P Canada Co., (a subsidiary of Metro Inc.) and The Barn Market Franchisees
(herein referred to Jointly and Severally as the "Employer").
Of the First Part

-and-
United Food and Commercial Workers International Union, Local 175
(hereinafter called the "Union")
Of the Second Part

Re: Employee Discount

Employees (full-time and part-time) with three (3) months of continuous service are eligible for an employee discount of ten(10%) percent on purchases in a Barn Market store, subject to the following:

- the employee discount is allowable on the first $8,000.00 in gross purchases per employee per calendar year
- the employee discount is for the use of immediate family members only, defined as the employee's household
- the employee discount applies to purchases greater than $20.00, made by cash or cheque or by debit or credit card, and does not apply to the purchase of wine/grape juice products, garden plants, trees, shrubs, Cash & Save purchases, prescriptions, or tobacco products
- in the event an employee discount card is misplaced, a $5.00 replacement card will be available

Dated:

For the Employer

For the Union

LETTER OF AGREEMENT #4

Between:

The Barn Markets, A Division of A&P Canada Co., (a subsidiary of Metro Inc.) and The Barn Market Franchisees

(herein referred to Jointly and Severally as the "Employer").

Of the First Part

-and-

United Food and Commercial Workers International Union, Local 175

(hereinafter called the "Union")

Of the Second Part

Re: Early Morning Shift

Notwithstanding the provisions of Article 10.04 of the Full Time Collective Agreement, in the event that the Employer schedules a shift starting at or after 4:30 a.m. and before 6:00 a.m., such shift shall be worked on a voluntary basis, and a premium of eighty (80¢) cents per hour shall be paid for the time period between 4:30 a.m. and 6:00 a.m.

Dated:

For the Employer

For the Union

LETTER OF AGREEMENT #5

Between:

The Barn Markets, A Division of A&P Canada Co., (a subsidiary of Metro Inc.) and The Barn Market Franchisees
(herein referred to Jointly and Severally as the "Employer").
Of the First Part

- and -
United Food and Commercial Workers International Union, Local 175
(hereinafter called the "Union")
Of the Second Part

Re: Assistant Store Managers

The parties agree that the Employer 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 and over	- up to three (3) Assistant Managers

Dated:

For the Employer

For the Union

LETTER OF AGREEMENT #6

Between:

The Barn Markets, A Division of A&P Canada Co., (a subsidiary of Metro Inc.) and The Barn Market Franchisees
(herein referred to Jointly and Severally as the "Employer").
Of the First Part

-and-
United Food and Commercial Workers International Union, Local 175
(hereinafter called the "Union")
Of the Second Part

It is understood that Store Managers and Assistant Store Managers shall not perform work normally performed by bargaining unit employees for more than fifty (50%) percent of the normal full-time work week. This restriction shall not apply to periods of store relign, which is defined as periods of one (1) to one and one-half (1½) weeks during which a relign crew religns a store. The Union will be provided with prior notice of any such relign.

Dated:

For the Employer

For the Union

LETTER OF AGREEMENT #7

Between:

The Barn Markets, A Division of A&P Canada Co., (a subsidiary of Metro Inc.) and The Barn Market Franchisees
(herein referred to Jointly and Severally as the "Employer").
Of the First Part

-and-
United Food and Commercial Workers International Union, Local 175
(hereinafter called the "Union")
Of the Second Part

A full-time employee 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 September 25, 2010..

Dated:

For the Employer | For the Union

SJ