

THIS AGREEMENT made this 7th day of August, 1997

BETWEEN:

SUPER FRESH FOOD MARKETS

A Division Of The Great Atlantic & Pacific Company of Canada, Limited.
(herein called the "Company")

OF THE FIRST PART

-AND-

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

-AND-

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

(herein called the "Union")

OF THE SECOND PART

**ARTICLE I
RECOGNITION**

- 1.01 The Company recognizes Local Union 175 as the exclusive bargaining agent for all employees of the Company in its Retail Stores located in the Province of Ontario, save and except Assistant Store Directors, persons above the rank of Assistant Store Director, Meat Department employees, 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.
- 1.02 The Company recognizes Local Union 633 as the exclusive bargaining agent for all Meat Department employees of the Company in its Retail Stores located in the Province of Ontario, save and except persons regularly employed for not more than twenty-four (24) hours per week and students employed in off school hours and during the school vacation period.
- 1.03 The term "associate" or "associates" 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 The employees of the Company not covered by this Agreement shall not perform work normally performed by bargaining unit associates. The foregoing shall not apply to Store Directors in ~~stores~~ whose sales volume for the previous four quarters is less than \$1 00,000.00 per week, and Assistant Store Directors in stores whose sales for the

previous four quarters is less than **\$150,000.00** per week.

ARTICLE II
UNION SECURITY

- 2.01 (a) All associates 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 Company agrees that each associate will be required to sign an authorization card directing the Company to deduct Union initiation fees and weekly dues from the first pay due him, and such dues weekly thereafter. Any such authorization shall take effect as of the next regular deduction date after it is received by the Company. The fees and dues shall be forwarded to the Union monthly by the 15th day of the following month.
- 2.02 The Company will, at the time of making each remittance hereunder to the Financial Secretary of the Union, supply a statement consisting of two alphabetical listings, one for Local 175 (F.T.) and one for Local 633 showing each associate's name, social insurance number and designated store number. In addition, the Company shall supply the Union with a list of the names of associates hired and terminated each month and the starting salaries of the newly hired associates, as well as a quarterly list of associates' names, classifications and addresses.
- (a) Part-time associates temporarily working full-time hours who are advanced to permanent full-time under Section 10.14 of the Part-Time Agreement shall be required to pay full-time Union dues and shall have their dues adjusted accordingly by the Company.
- 2.03 It is agreed that the Union will indemnify and save the Company harmless for any and all claims which may be made against it by an associate or associates for amounts deducted from pay as provided by this Article.

ARTICLE III
RELATIONSHIP

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

ARTICLE IV
MANAGEMENT FUNCTIONS

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

ARTICLE V
STRIKES AND LOCK-OUTS

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

ARTICLE VI
STEWARDS

- 6.01 Local Union 633 will be entitled to elect or appoint one (1) steward for each store. Local Union 175 will be entitled to elect or appoint two (2) stewards for each store except in stores wherein a night shift is worked. In such stores, an additional steward may be designated for the night shift. The duties of a steward shall be to assist associates 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 Director 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 Company and that such persons will not leave their regular duties without receiving permission from the Store Director, or his appointee, which permission will not be unreasonably withheld. In accordance with this understanding, the Company will compensate such Stewards at their regular straight time hourly rate for time spent servicing complaints or grievances hereunder during their regular working hours.
- 6.04
- A. The Company agrees that, whenever an interview is held with an associate that becomes part of his record regarding his work or conduct, a full-time steward will be present as a witness. The associate 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 associate. The meeting that becomes part of the associate'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 associate requested the steward to leave.
 - D. Should any reprimand, warning or disciplinary measure be issued in writing, the associate 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 associates 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 associate concerned and the steward will discuss the complaint or grievance with the Store Director, or his appointee. The Store Director, or his appointee, may have such assistance as he may desire during the discussion. Failing settlement, the Store Director, 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 Employer Representative. If requested, a meeting may be held within a further period of five (5) working days between the Employer Representative, 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 Employer Representative'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 Company and the Union involving the interpretation, application or alleged violation of this Agreement shall be submitted in writing. The parties agree that such grievance shall not be submitted solely to circumvent the normal Grievance Procedure provided in Section 7.01. In the case of the Union, such a grievance shall be submitted in writing, commencing at Step No. 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 Company, such a grievance shall first be presented in writing to the Union and a meeting will be held within five (5) working days thereafter between representatives of the parties. Failing settlement, then within five (5) working days thereafter, the grievance may be referred to arbitration, as hereinafter provided.

7.04 Should any associate grievance not be submitted within the time limits specified in this Article, it shall be considered to have been settled on the basis of the Company's reply to the grievance. If no written decision has been given to the associate within the time limits specified above, the associate shall be entitled to submit the grievance to the next stage including arbitration.

- 7.05 Sundays, holidays or other days on which the Company's stores are closed for regular business will not be counted in determining the time within which any action is to be taken or completed under the Grievance or Arbitration Procedure.
- 7.06 No associate shall be discharged without just cause, except that the discharge of an associate during his probationary period shall not be the subject of a grievance, it being understood that the Company shall have the right to discharge a probationary associate with or without just cause. A claim by an associate 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 Director 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 Company's action in disciplining, suspending or dismissing the associate; or
 - (b) reinstating the associate 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 associate in any subsequent disciplinary proceedings in which the associate 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 associates.
- 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 Company and the Union mutually agree to appoint a single arbitrator, the foregoing provisions of this Article shall apply to such single arbitrator.

ARTICLE IX
SENIORITY

- 9.01 An associate will be on probation and shall not acquire seniority until after twenty-five (25) worked days with the Company and shall then count from the date of employment with the Company.
- 9.02** Lay off due to lack of work and recalls shall be made on the basis of seniority as set out below, providing the senior associate has the skill and ability to do the job in a competent manner.
- In the event of lay off, an associate may exercise his seniority to bump within his classification or if he chooses, bump into another classification.

An associate laid off shall at the time of his lay off advise the Company in writing of the store(s) to which he would be willing to accept a recall, and failure to do so will result in the associate having recall rights only in the store from which he was originally laid off. However, he may alter the list of stores during his recall period by registered mail or by receipted fax to the Personnel Department, providing such revision shall not become effective for two (2) weeks following receipt of his written request.

In addition to the above, the following shall apply:

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

9.03 The Company 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 associates. 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 associate:

- (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 six (6) months; eighteen (18) months where associate has one (1) or more years' seniority;

- (d) fails to report for work within seven (7) days after being notified by registered mail by the Company following the lay-off; or fails to advise the Company within two (2) days of his intention to report for work pursuant to the notification;
- (e) fails to return to work at the expiration of a leave of absence without a reason satisfactory to the Company; or
- (f) has an unreported absence for three (3) consecutive working days without a satisfactory reason.

9.06 It shall be the duty of associates to notify the Company promptly on forms supplied by the Company of any change in address, telephone number, marital status, number of dependents, and other related information that may be required from time to time. If an associate fails to do this, the Company will not be responsible for failure to comply with any part of this agreement where such information is necessary in order to comply. It is further agreed that where the Company is advised of an associate's name change, such information will be forwarded to the Union.

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

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

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

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

9.09 A. Part-time associates reclassified to full-time on jobs involving the same skills, will not be required to serve a further probationary period providing that such associates have completed their part-time probation, and providing that such associates have been examined by a doctor appointed by the Company and have met the Company medical standards for full-time employment. Such examination shall be completed within twenty-five (25) worked days.

- B. A part-time associate, reclassified to full-time employment, shall carry one half (1/2) of his part-time seniority up to a maximum of two (2) years, to his full-time employment (in other words, maximum of one (1) year seniority as a full-time associate). Seniority thus acquired may be used for the purposes of lay-off, recall, vacation, annual bonus payment as set out in Section 11.01 (i), and wage progression but shall not apply with respect to the associate's eligibility for the various benefits applicable to full-time associates. Furthermore, such associate 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 associates are credited with the same seniority date under Article 9.09 B, the senior associate shall be deemed to be the one with the greatest continuous service.
- D. An associate 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 associate converted to part-time will carry his full-time seniority to the part-time seniority list.

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

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

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

9.11 In the case of lay-off for associates with more than three (3) months seniority, an associate 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 associates with more than one (1) year's seniority, an associate 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 associate who is laid off from full-time status, with a copy to the Local Union's provincial office.

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

9.13 The transfer of associates between stores may occur from time to time; however, associates will not be transferred to any other store unless it is mutually agreed to by the Company and the associate or associates concerned.

(a) In the case of a temporary transfer, not to exceed twelve (12) weeks, an associate will be paid twenty (20¢) cents per kilometer for all additional kilometers travelled, in reporting for work, where such additional travelling exceeds four (4) kilometers beyond that which the associate normally travels or such other arrangement made with the associate by his Store Director. In the case of an inter-urban overnight transfer, an associate will be paid reasonable travelling and/or living expenses in accordance with an arrangement made with the associate by his Store Director.

(b) Should an associate accept a permanent transfer from an existing store to a new store, he will for a period of nine (9) weeks have the option to move back should he so desire.

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.

10.01 (a) An associate will be scheduled two consecutive days off (normally Saturday and Sunday or Sunday and Monday) 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. A determination as to whether Saturday shall be one of such two consecutive days off shall be made on the basis that all departments are adequately staffed for the needs of the business.

(b) Associates 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 Company is entitled to schedule overtime work, authorized work performed in excess of the regular work week or an associate's daily hours as scheduled by the Company from time to time will be paid at the rate of time and one-half his regular straight time hourly rate, provided that there shall be no duplication or pyramiding of any

premium payments, nor shall the same hours worked be counted as part of the regular work week and also as hours for which an overtime premium is payable. An associate 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 associate's scheduled day off. All work performed on Sundays shall be voluntary.

In scheduling overtime, in so far as it is practicable to do so, the Company will rotate such work to associates in the respective job classification of the department concerned, provided such associates 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 associate 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 associate may be scheduled to work one (1) evening as part of his regular work week. Should associates be required to work a second evening, such evening may be scheduled as part of an associate's regular work week on a rotation basis among the associates of the department concerned.

An associate 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.

- (a) In the event the store is subject to twenty-four hour or extended hour operations, the following provisions shall apply:
1. An associate 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 associate 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 associate so scheduled shall receive a premium of eighty (80¢) cents per hour for all regular hours worked between 9:00 p.m. and 12:00 midnight.
4. A premium of eighty (80¢) cents for night shifts 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 associate'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 associate 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 associate will not be scheduled beyond six-thirty (6:30) p.m. Associates 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 associate 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 Company. The steward shall receive a copy of such work schedule. All changes shall be marked on the posted schedule the same day.
- (b) An associate who is unable to report for work as scheduled will advise the Store Director, 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, associates will be scheduled for a one-half (1/2) hour meal period.

10.07 An associate 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 associate who works on Saturday evening beyond **6:15** p.m. will receive a premium of \$1.00 per hour for all such hours worked.

An associate scheduled for a night shift of eight (8) hours between store closing and store opening shall receive a premium of eighty (80¢) cents per hour for such hours worked. Such night shift schedule shall commence not earlier than 11:00 p.m. and not later than 12:00 midnight. In the case of a full week of night shifts, associates will be scheduled in five (5) consecutive nights, and one (1) associate will be designated by the Company as night leader and will be paid an additional amount of \$25.00 per week, (\$30.00 in 24 hour stores). In recognition of the fact that less than a five (5) night shift schedule may be required, an arrangement of day and night shifts shall be permitted on a voluntary basis, and associates 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 associate who is working on a rotation of six (6) months duration or longer). Should an associate be scheduled to work nights for a full week during which a specified holiday falls, or when the associate becomes sick and qualifies for sick benefits, the Company will include the night shift premium in such holiday pay or sick pay. The above night leader premium will be incorporated in the vacation pay and sick benefit of non-rotating night leaders.

- 10.08 An associate 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 associate other than one in a classification subject to a posting who, in the absence of the Store Director or Assistant Store Director, is assigned the responsibilities relating to the securing of the store at the close of the business day shall be paid a premium of five (\$5.00) dollars.
- 10.10 One (1) associate in a store will be assigned by the Company as an assistant head cashier, and shall receive a premium of five (\$5.00) dollars per week.

ARTICLE XI
WAGE RATES

- 11.01 (a) The Company agrees to pay and the Union agrees to accept for the term of this Agreement, the classifications and weekly salaries applicable thereto as set forth in Appendix "A", Appendix "B", and Appendix "E". Full time associates shall receive the following:

- Effective August 4, 1997, a 35¢ per hour wage increase.
- Effective August 4, 1998, a 35¢ per hour wage increase.

- (b) An associate 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 associate is entitled in accordance with Appendices "A" and "B".
- (d) An associate who is assigned on a temporary basis to a higher rated job for three (3) days or more will be paid the minimum salary for the higher paid job, or an amount of \$15.00 per week above his salary prior to the assignment, whichever is the greater. However, in no case will the associate receive more than the top rate for the job, nor shall more than one associate receive such premium in any given week. It is agreed that this subsection shall apply only for the purposes of temporary assignments to the positions of Assistant Director, Meat Department Head, Assistant Meat Department Head, Grocery Department Head, Produce Department Head, Head Cashier, Dairy Department Head, Assistant Produce Department Head, Deli Department Head, or Bake-Off Department Head. The associate so assigned shall be identified on the work schedule each week of the assignment.

Temporary assignments to the position of Assistant Meat Department Head and Grocery Department Head shall be rotated among those associates 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 Company agrees that associates are to be paid the job classification rates as shown in the Appendices of the Collective Agreement.
- (f) An associate who is absent from work due to illness *or* accident shall not receive salary increments either in the form of a negotiated increase (if absent from work on the expiry date of the agreement), or as set out in Appendices A & B, until such time that he returns to work and completes one full shift, at which time his salary increment shall commence from the date of his return.
- (g) An associate, 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) Quarterly Bonus Payment

During each year of the Agreement, a quarterly bonus payment of one hundred and twenty-five (\$125.00) dollars a quarter will be paid on a weekly basis (at 26¢ per regular hour) to each eligible full-time associate who was hired prior to September 18, 1994.

To be eligible for such payment, an associate must have worked one full shift during the quarter, and must be full time at the end of the quarter. The bonus shall be paid on a pro rata basis based on time worked during the quarter, which shall include vacation and specified holidays.

- (i) An annual bonus payment shall be paid to all regular full-time associates in the bargaining unit to be computed as follows:
- (a) Associates with three (3) months' service as of December 1st of such year shall receive one-quarter (1/4) of one week's pay at their regular weekly rate as of such December 1st
 - (b) Associates with six (6) months' service as of December 1st of such year shall receive one-half (1/2) of one week's pay at their regular weekly rate as of such December 1st,
 - (c) Associates with nine (9) months' service as of December 1st of such year shall receive three-quarters (3/4) of one week's pay at their regular weekly rate as of such December 1st,
 - (d) Associates with twelve (12) months' service as of December 1st of such year shall receive one week's pay at their regular weekly rate as of such December 1st.
 - (e) The annual bonus will be paid on or before December 15th each year. An associate absent from work, for reasons other than layoff, in excess of six (6) months in any qualifying year shall have his annual bonus prorated based upon his actual time at work. Annual bonus will be prorated for any associate on lay-off who has been on lay-off for thirty (30) days or more as of December the 1st and pay will be based upon the number of months worked in the qualifying year.
- (j) For the life of this Collective Agreement, pay day will be on Friday each week and pay cheques shall be available no later than noon on Friday, except for reasons beyond the control of the Company.
- (k) With respect to the rate of pay of a new full time associate who has been advanced from part time, where thirty-seven times such associate's part-time hourly rate of pay does not correspond with a progression rate as set out in Appendices "A" or "B" of the full-time Collective Agreement, such associate shall receive the next higher progression rate providing that such rate does not exceed thirty-seven (37) times the part-time rate by more than five (\$5.00) dollars.

ARTICLE XII
LEAVE OF ABSENCE

- 12.01 Written request for leave of absence without pay shall be considered by the Company. It is understood that any leave of absence is subject to reasonable notice being given to the Company. In the event such leave of absence is not used for the purpose granted, the associate may be subject to disciplinary action up to and including dismissal. It is further understood that leaves of absence will be honoured on a first come first served basis. Approval of leave of absence, as defined, shall not be unreasonably withheld. Within fourteen (14) days of receipt of an application for leave of absence an associate 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 Company through the Store Director, or his appointee.
- 12.02 The Company will grant leave of absence without pay for a period of not more than twelve (12) months to any associate who is elected or appointed to an office with the Union. Such requests for a leave of absence shall be made in writing and the Company shall be given reasonable advance notice.
- 12.03 The Company will grant pregnancy leave and/or parental leave, without pay, in accordance with the Employment Standards Act of Ontario to those associates who make application on forms supplied by the Company subject to the following:
- a) An associate 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 associate shall end no later than seventeen (17) weeks after the date of birth.
 - d) The parental leave of an associate 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.
 - g) Parental/pregnancy leave forms referred to above shall be posted on the Bulletin Boards of the Employer.

12.04 Written request for Leave of Absence without pay to attend Union conventions, courses, and conferences will be considered by the Company 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) associates at the store (one from Local 175 and one from Local 633), or three (3) associates where such store has a night shift Steward, may be granted such Leave of Absence at the same time.

ARTICLE XIII
SPECIFIED HOLIDAYS

13.01 An associate 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	

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

In order to qualify for specified holiday pay, the associate 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 associates 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 associate 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 associate will be paid for authorized work performed on such day at two (2) times his regular straight time hourly rate of pay in addition to any holiday pay to which he may be entitled.

- 13.04 If a specified holiday falls within an associate'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 Associates on the active payroll of the Company will be entitled to an annual vacation with pay in accordance with the following schedule, except that a regular, full time associate, having completed three (3) months but less than one (1) year of continuous service with the Company as of May 1st will be entitled to one (1) day of vacation for each month of service up to a maximum of ten (10) days.

<u>Length of continuous service as of the associate's anniversary date of employment</u>	<u>Length of Vacation</u>	<u>Vacation pay at associate's regular straight time hourly rate of pay period immediately prior to vacation</u>
After one (1) year	2 weeks	Seventy-Four (74) hours
After five (5) years	3 weeks	One Hundred and Eleven (111) hours
After nine (9) years	4 weeks	One Hundred and Forty-Eight (148) hours
After sixteen (16) years	5 weeks	One Hundred and Eighty-Five (185) hours
After twenty-five (25) years	6 weeks	Two Hundred and Twenty-Two (222) hours

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

Less than 5 years	-	4% of earnings for work performed
5 years to 9 years-		8% of earnings for work performed
9 years to 16 years	-	8% of earnings for work performed
16 years to 25 years		10% of earnings for work performed
25 years and over		12% of earnings for work performed

14.03 (a) The vacation period will extend from January 1st to December 31st and vacation schedules will be established by the Company. Associates entitled to a third, fourth, fifth or sixth 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 Company will endeavour to allow associates to exercise their choice in accordance with their seniority status.

(b) The store will, by March 1st, in each calendar year, post a vacation schedule form listing the associates in order of seniority. An associate must submit his request for preference on vacation dates, covering his complete vacation entitlement, by April 1st in order that the Company may finalize and post vacation schedules by April 15th, however seniority shall not apply if the associate 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 associate at the beginning of his vacation. Associates 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 associate 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 associates who start work on or before the 15th of the month will be deemed to have started on the first of the month. Such associates 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 associate who has completed his probationary period shall be allowed up to three (3) days off, in the event of the death of his wife, husband, father, mother, child, brother, sister, mother-in-law, father-in-law, and shall be paid eight (8) hours pay for each straight time day lost (up to three (3)) from his regular schedule of work.

Upon the same basis as above, up to one (1) day off with pay in the event of the death of a grandparent, grandchild, brother-in-law or sister-in-law. Upon the same basis as above, an associate during his probationary period shall be allowed up to one (1) day off with pay in the event of the death of his wife, husband, father, mother, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, or sister-in-law. Suitable evidence of the death may be required by the Company before payment is authorized.

ARTICLE XVI
JURY DUTY

- 16.01 An associate 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 associate's regular straight time hourly rate of pay for the number of regular hours the associate would otherwise have worked and the amount of jury fee or conduct money received provided:
- (i) he furnishes the Company with a certificate of service, signed by the Clerk of the Court showing the amount of jury fee or conduct money received.
 - (ii) the Company is given at least forty-eight (48) hours of notice prior to the time he is to report for jury duty or attendance at trial; and
 - (iii) he reports for work during the hours he is not required to serve on the jury or testify as such Crown witness except that he will not be required to report for work if less than two (2) hours of his regular shift remain to be worked.

ARTICLE XVII
BUSINESS REPRESENTATIVE

- 17.01 Subject to the following conditions, a business representative of the Union will be entitled to visit the store during working hours at reasonable times to interview associates or to inspect working conditions, provided:
- (a) he first reports to the Store Director, or his appointee;
 - (b) such a visit will not unreasonably interfere with work or service to the customer;
 - (c) he complies with Company regulations governing associates.

ARTICLE XVIII
REST PERIODS

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

ARTICLE XIX
SAFETY AND HEALTH

19.01 The Company shall continue to make reasonable provisions for the safety and health of its associates 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 associates, 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, and greeting card sales representatives.

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

ARTICLE XXIV
ASSOCIATE INJURIES

- 24.01 If an associate 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 associate temporarily unable to perform his previous duties due to an injury received in the employ of the Company, who can return to work under temporary medical restriction, may be assigned by the Company to a temporary modified work program, within his own job classification or given such other work as is available and which he is capable of performing, following agreement regarding such program, among the W.C.B. Rehabilitation Counsellor, the Health & Safety Department, the Store Director or his appointee, and the associate concerned.

ARTICLE XXV
REST ROOM

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

ARTICLE XXVI
MEDICAL EXAMINATIONS

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

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

ARTICLE XXVII
UNION CARDS

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

ARTICLE XXVII
PART-TIME ASSOCIATES

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

(a) There shall be a minimum of one full-time associate in the store for each twenty **(\$20,000.00)** thousand 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 associate is absent due to illness, accident, or maternity leave of absence in excess of two (2) full consecutive weeks, and such associate's absence places the store staffing below the minimum number of full-time associates required, as outlined above, a part-time associate 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 associate within the Region will be hired or reclassified in order to bring the staff up to the minimum.

- 28.03 (a) When the Company requires additional full-time associates, the Company will give preference to part-time associates within the Region on the basis of seniority, skill and qualifications for the job concerned and availability for work.
- (b) When the Company reclassifies a part time associate to full time, the seniority date of the part time associate and the position in the store in which the associate was hired will be posted on the bulletin board of all stores in the Region.
- (c) For the purpose of 28.02 and 28.03 the Regions will be as set out below:

Region 1: 135,156, 179,185,201
Region 2: 245,282,285,290,311
Region 3: 95,96, 99,100, 102, 162
Region 4: 103, 116, 120, 123,127,148,197
Region 5: 71,81,82,98

ARTICLE XXIX
WELFARE

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

The amount of monthly income shall be 70% of the Associate's Basic Monthly Earnings to a maximum of \$1700.00 per month (effective January 1, 1994, of \$1750.00 per month) subject to the conditions as set out in the schedule of insurance.

- (g) Dental Plan - The Company will pay twenty-six (26¢) cents per hour, for all hours worked in the stores by full-time and part-time associates, (with an additional contribution of up to five (5¢) cents per regular hour worked, if deemed necessary by the Joint Trustees) into the UFCW Locals 175 and 633 Ontario Dental Benefit Trust Fund. Such contribution 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 January 1, 1995.
 - (i) The contribution rates to C.C.W.I.P.P. shall be those that are contained in the Contribution Agreement of the major retail food Employers who participate in C.C.W.I.P.P., dated April 20, 1994 which expires on December 31, 1999.
 - (ii) There shall be no diminishment of accrued benefits earned through December 31, 1994 and any and all past and future benefit improvements shall be the responsibility of the Trustees of C.C.W.I.P.P.
 - (iii) The Company and Union agree that continuous service with the employer or membership in the Union will be credited in establishing an associate's eligibility to attain the 2-year vesting established in C.C.W.I.P.P. regardless of the number of hours worked.
- (h) The Company agrees to provide at no cost to the associates, post-retirement life insurance in the amount of **\$2,000.00** for each such associate who elects retirement, payable to the associate's designated beneficiary.
- (i) Subject to the terms and conditions of the Master Plans and Policies relating thereto, the Company agrees to continue in effect the Accident and Sickness Plan and the Life Insurance Plan.

ARTICLE XXX
GENERAL

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

All other notices must be approved and initialled by the Store Director 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 Company and its successors and assigns, and will continue to be binding on the Union and the associates covered by this Agreement.

ARTICLE XXXII
DURATION AND TERMINATION

32.01 This Agreement shall continue in effect until the 7th day of August, 1999, 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 1997.

FOR THE COMPANY

FOR LOCAL UNION 175

FOR LOCAL UNION 633

APPENDIX "A"
LOCAL UNION 633

Classifications and Weekly Salaries Applicable Thereto

	Effective Aug. 4, 1997		Effective Aug. 4, 1998	
	Hourly	Weekly	Hourly	Weekly
<u>Service Clerk</u>				
Start	\$7.16	\$264.92	\$7.51	\$277.87
6 Months	8.16	301.92	8.51	314.87
12 Months	9.16	338.92	9.51	351.87
18 Months	10.41	385.17	10.76	398.12
24 Months	14.16	523.92	14.51	536.87
30 Months	15.21	562.77	15.56	575.72
<u>Apprentice Meat Cutter</u>				
Start	\$7.26	\$268.62	\$7.61	\$281.57
6 Months	8.41	311.17	8.76	324.12
12 Months	9.66	357.42	10.01	370.37
18 Months	11.16	412.92	11.51	425.87
24 Months	15.16	560.92	15.51	573.87
<u>Journeyman Meat Cutter</u>				
30 Months	\$16.21	\$599.77	\$16.56	\$612.72
<u>Assistant Meat Department Head</u>				
	\$16.71	\$618.27	\$17.06	\$631.22
<u>Deli Department Head</u>				
	\$16.02	\$592.74	\$16.37	\$605.69

There will be an Assistant Meat Department Head in the store where there are three (3) or more Meat Cutters including the Meat Department Head.

	Effective Aug. 4, 1997		Effective Aug. 4, 1998	
	Hourly	Weekly	Hourly	Weekly
<u>Meat Department Head</u>				
*Store Volume				
Under \$150,000	\$17.66	\$653.42	\$18.01	\$666.37
150,001 to 200,000	17.86	660.82	18.21	673.77
200,001 to 250,000	18.06	668.22	18.41	681.17
250,001 to 300,000	18.26	675.62	18.61	688.57
300,001 and Over	18.46	683.02	18.81	695.97

* Based on average total store sales for previous four (4) quarters.

APPENDIX "B"
LOCAL UNION 175

Classifications and Weekly Salaries Applicable Thereto

	<u>Effective</u> <u>Aug. 4, 1997</u>		<u>Effective</u> <u>Aug. 4, 1998</u>	
	<u>Hourly</u>	<u>Weekly</u>	<u>Hourly</u>	<u>Weekly</u>
<u>Service Clerk</u>				
Start	\$7.16	\$264.92	\$7.51	\$277.87
6 Months	8.16	301.92	8.51	314.87
12 Months	9.16	338.92	9.51	351.87
18 Months	10.41	385.17	10.76	398.12
24 Months	14.16	523.92	14.51	536.87
30 Months	15.21	562.77	15.56	575.72
<u>Stock Clerk</u>				
Start	\$7.16	\$264.92	\$7.51	\$277.87
6 Months	8.16	301.92	8.51	314.87
12 Months	9.16	338.92	9.51	351.87
18 Months	10.41	385.17	10.76	398.12
24 Months	14.16	523.92	14.51	536.87
30 Months	15.21	562.77	15.56	575.72
<u>Head Cashier</u>	\$16.27	\$601.99	\$16.62	\$614.94
<u>Dairy Department Head</u>	\$15.71	\$581.27	\$16.06	\$594.22
<u>Bake-Off Department Head</u>	\$16.02	\$592.74	\$16.37	\$605.69
<u>Assistant Produce Dept. Head</u>	\$15.35	\$567.95	\$15.70	\$580.90

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

	<u>Effective</u> <u>Aug. 4, 1997</u>		<u>Effective</u> <u>Aug. 4, 1998</u>	
	<u>Hourly</u>	<u>Weekly</u>	<u>Hourly</u>	<u>Weekly</u>
<u>Grocery Department Head</u>				
Store Volume				
Under \$150,000	\$16.66	\$616.42	\$17.01	\$629.37
150,001 to 200,000	16.86	623.82	17.21	636.77
200,001 to 250,000	17.06	631.22	17.41	644.17
250,001 to 300,000	17.26	638.62	17.61	651.57
300,001 and Over	17.46	646.02	17.81	658.97

<u>Produce Department Head</u> <u>Store Volume</u>	<u>Effective</u> <u>Aug. 4, 1997</u>		<u>Effective</u> <u>Aug. 4, 1998</u>	
	<u>Hourly</u>	<u>Weekly</u>	<u>Hourly</u>	<u>Weekly</u>
Under \$150,000	\$16.66	\$616.42	\$17.01	\$629.37
150,001 to 200,000	16.86	623.82	17.21	636.77
200,001 to 250,000	17.06	631.22	17.41	644.17
250,001 to 300,000	17.26	638.62	17.61	651.57
300,001 and Over	17.46	646.02	17.81	658.97

* Based on average total store sales for previous four (4) quarters.

APPENDIX "C"
SICK BENEFIT PLAN

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

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

APPENDIX "D"

Local Union 175 is recognized as the exclusive bargaining agent of associates classified as Pharmacist's Assistant (defined as one who has successfully completed an accredited course for Pharmacist's Assistants at a recognized College, or, has equivalent experience obtained by working with a licensed Pharmacist for a period of not less than two (2) years) employed in those outlets of A&P Drug Mart Ltd. located in the Retail Stores of Super Fresh Food Markets, a division of The Great Atlantic & Pacific Company of Canada, Limited in the Province of Ontario. Such Pharmacist's Assistants shall be covered by the terms and provisions of the Collective Agreement expiring on August 7, 1999 between Local Union 175 and Super Fresh Food Markets, except as follows:

- (1) Section 1.04 shall not apply, to the extent that Pharmacists shall perform such work and carry out such duties and in such manner as they have done prior to the execution of this Agreement.
- (2) Section 11.03 is amended to provide that a Pharmacist's Assistant may be scheduled to work up to three (3) evenings per week as part of this regular work week during the (sick season) period of November 1 to April 15th.
- (3) Appendix "B" is deleted for the purposes of Appendix "E", and replaced with the following:
 - (a) Pharmacist's Assistants shall be paid in accordance with the following progression schedule.

<u>Pharmacist's Assistant</u>	<u>Effective</u> <u>Aug. 4, 1997</u>		<u>Effective</u> <u>Aug. 4, 1998</u>	
	<u>Hourly</u>	<u>Weekly</u>	<u>Hourly</u>	<u>Weekly</u>
Start	\$7.16	\$264.92	\$7.51	\$277.87
6 Months	8.16	301.92	8.51	314.87
12 Months	9.16	338.92	9.51	351.87
18 Months	10.41	385.17	10.76	398.12
24 Months	14.16	523.92	14.51	536.87
30 Months	15.21	562.77	15.56	575.72

- (4) Reference made to District Manager shall mean General Manager, A&P Drug Mart, and similarly, references made to Store Director shall mean Pharmacy Manager.
- (5) Should a full time Pharmacist's Assistant be laid off to part-time status in an A&P Drug Mart in which a part-time Pharmacist is employed for less than twenty-four (24) hours per week, it is agreed that such part-time Pharmacist shall not perform work normally performed by a bargaining unit associate.

ADDENDUM

Employee Incentive Fund

1. Effective with the date of this Agreement, there shall be created an Employee Incentive Fund ('Fund') for full-time and part-time associates.
2. Employer obligations for the store shall commence on the first sales day following the opening date of the store.
3. The amount of Employer contribution for the store shall be one percent (1%) of the store's total sales for the contribution year, subject to adjustment as follows:
 - (a) The contribution rate shall be adjusted upward by .005% for each .01% reduction below a total labour cost for the store of 7.75% for the corresponding period. The contribution rate shall be adjusted downward by .005% for each .01% increase above a total labour cost for the store of 8.25% for the corresponding period. For example, if the total labour cost is 7.25%, the contribution rate is 1.25%; if the total labour cost is 8.75% the contribution rate is 0.75%.
 - (b) "Total labour cost" shall include all wage, fringe and benefit costs, including those of the Store Director, and one Assistant Store Director (a second Assistant Store Director in stores with sales volume over \$500,000), but shall exclude incentive payments. A short fall in the "total labour cost" in one contribution year shall not be carried over to, and therefore shall not reduce the 'Fund' of, any subsequent contribution year. The Store's first contribution year shall commence on the opening date of the store, and shall continue until the first day of the same month in the following year.
4. All employer contributions for the store for the preceding year shall be paid within sixty (60) days after each anniversary of the store's opening, for the preceding year to those associates who were actively employed, both on or before the 15th day of the seventh month following the beginning of the contribution year, and also at the end of the contribution year, on the basis of the following formula:

$$\begin{array}{rcl}
 \text{Incentive Payment} & = & \frac{\text{Total Fund Payable}}{\text{Total Straight-Time Store Payroll In Contribution Year}} \times \text{An Associate's Total Straight-Time Earnings In Contribution Year}
 \end{array}$$

"Straight-time earnings" shall include an associate's total earnings less overtime, premiums, taxable benefits, sick pay, insurance or Workers' Compensation benefits, but shall include vacation and specified holiday pay.

Super Fresh Food Markets,
5559 Dundas Street West,
ISLINGTON, Ontario.
M9B 1B9.

LETTER OF UNDERSTANDING

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

ATTENTION: MR. M. FRASER

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 7th day of August, 1997, relating to the following matters.

- 1) The parties agree that Pharmacists who may be employed by the Company will be excluded from the Collective Agreement. Should Pharmacist's Assistants be employed, the Company shall recognize Local 175 as the bargaining agent for the purpose of negotiating terms and conditions applicable to same.
- 2) The parties agree that for the purpose of training candidates for management, such candidates shall be employed in the Company's operations subject to the following conditions:
 - (a) Candidates shall be excluded from the bargaining unit for a period not to exceed sixteen (16) weeks.
 - (b) Such persons shall be in addition to the regular store complement and shall not cause the lay-off of a regular full time associate.
 - (c) Following the training period such persons will, if not promoted to a management position, be returned to the bargaining unit with full seniority. Such associates may elect to return to the bargaining unit at any time during the training period.

- (d) The Union is to be notified of the names of the trainees and the training location(s).
- (e) The above provisions may be modified by agreement of the parties.

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

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

Super Fresh Food Markets,
5559 Dundas Street West,
ISLINGTON, Ontario.
M9B 1B9.

LETTER OF UNDERSTANDING

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

ATTENTION: MR. M. FRASER

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 7th day of August, 1997, relating to the following matter.

The Company agrees to make a contribution to the Training and Education Trust Fund, of fifteen (15¢) cents per hour for all regular hours worked by full-time and part-time associates. The Company shall forward the contribution every four (4) weeks to the Union and shall include a list of associates, and the number of regular hours paid and worked by each associate during each four (4) week period.

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

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

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

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

Super Fresh Food Markets,
5559 Dundas Street West,
ISLINGTON, Ontario.
M9B 1B9.

LETTER OF UNDERSTANDING

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

ATTENTION: MR. M. FRASER

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 7th day of August, 1997, relating to the following matter.

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

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

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

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

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

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

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

Super Fresh Food Markets,
5559 Dundas Street West,
ISLINGTON, Ontario.
M9B 1B9.

LETTER OF UNDERSTANDING

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

ATTENTION: MR. M. FRASER

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 7th day of August, 1997, relating to the following matter.

The Company and the Union agree that employees/associates covered by an agreement with UFCW Local 175 and/or UFCW Local 633 who are transferred to this bargaining unit due to a store conversion will be credited with their full seniority and their full Company service to be utilized for all purposes as outlined in this Collective Agreement.

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

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

Super Fresh Food Markets,
5559 Dundas Street West,
ISLINGTON, Ontario.
M9B 1B9.

LETTER OF UNDERSTANDING

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

ATTENTION: MR. M. FRASER

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 7th day of August, 1997, relating to the following matter.

Re: Substance Abuse

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

Re: Armed Robberies

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

Re: L.T.D. or W.C.B. Claims Assistance

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

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

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

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

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

Super Fresh Food Markets,
5559 Dundas Street West,
ISLINGTON, Ontario.
M9B 1B9.

LETTER OF UNDERSTANDING

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

ATTENTION: MR. M. FRASER

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 7th day of August, 1997, relating to the Full Time Job Guarantee.

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

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

In the event a junior employee was absent on WCB/LTD on the date of ratification and subsequently returns to work, he shall not be covered by the guarantee and shall be laid off, and the most senior employee on lay off shall be recalled in accordance with Article 9.02

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

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

Super Fresh Food Markets,
5559 Dundas Street West,
ISLINGTON, Ontario.
M9B 1B9.

LETTER OF UNDERSTANDING

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

ATTENTION: MR. M. FRASER

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 7th day of August, 1997, relating to Part Time Security.

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

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

100% of any such additional hours accumulated by the receiving store during the life of the Collective Agreement will be absorbed, subject to the following adjustments.

- a) to be reduced to reflect any subsequent limitation on availability for work by such employee, resulting in the employee working less hours;
- b) to be reduced by the hours of any part-time employee of the receiving store hired prior to August 3, 1994 whose employment is subsequently terminated;
- c) to be reduced by the same proportion as the store's base hours are reduced for competitive sales reductions (if at all), and if sales return, then hours return;

d) to be reduced by 25% for the second contract year, and discontinued on August 7, 1999.

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

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

'HIS AGREEMENT made this 7th day of August, 1997

BETWEEN:

SUPER FRESH FOOD MARKETS

A Division Of The Great Atlantic & Pacific Company of Canada, Limited
(herein called the "Company")

OF THE FIRST PART

- and -

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

(herein called the "Union")

OF THE SECOND PART

**ARTICLE I
RECOGNITION**

- 1.01 The Company recognizes the Union as the exclusive collective bargaining agent for all employees of the Company in its Retail Stores located in the Province of Ontario, regularly employed for not more than twenty-four (24) hours per week and students employed during off school hours and the school vacation period.
- 1.02 The term "associate" or "associates" as used in this Agreement, unless clearly specified otherwise, shall mean only those employees who are included in the bargaining unit, as described in Section 1 .01 above.

**ARTICLE II
UNION SECURITY**

- 2.01 The Company agrees that each associate will be required to sign an authorization card directing the Company to deduct Union initiation fees and weekly dues from the first pay due him, and such dues weekly thereafter. Any such authorization shall take effect as of the next regular deduction date after it is received by the Company. The fees and dues shall be forwarded to the Union monthly by the 15th day of the following month.
- 2.02 The Company will, at the time of making each remittance hereunder to the Financial Secretary of the Union, supply a statement consisting of an alphabetical listing showing each associate's name, social insurance number and designated store number. In addition, the Company shall supply the Union with a list of the names of associates hired and terminated each month and the hourly rate of the newly hired associates, as well as a quarterly list of associates' names, classifications and addresses.

- (a) Part-time associates temporarily working full-time hours who are advanced to permanent full-time under Section **10.14** of the Part-Time Agreement shall be required to pay full-time Union dues and shall have their dues adjusted accordingly by the Company.

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

ARTICLE III **RELATIONSHIP**

3.01 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of an associate's activity or lack of activity in the Union.

3.02 The Company and the associates shall not enter into any agreement inconsistent with the provisions of this Collective Agreement.

ARTICLE IV **MANAGEMENT FUNCTIONS**

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

- (a) maintain order, discipline and efficiency;
- (b) generally to manage the enterprises in which the Company is engaged and without restricting the generality of the foregoing, the right to plan, direct and control operations, direct the work forces, determine the number of personnel required from time to time, the standards of performance, the number and location of stores and facilities, services to be performed and the methods, procedures and equipment in connection therewith, determine the goods to be sold and produced and the methods, processes and means of production and the control of material to be incorporated in the products produced, the products to be handled, the schedules of work, the extension, limitation, curtailment or cessation of operations;
- (c) hire, discharge, direct, transfer, classify, promote, demote, layoff, recall and suspend or otherwise discipline associates subject to the right of an associate to lodge a grievance in the manner provided in Article VII.

ARTICLE V
STRIKES AND LOCK-OUTS

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

ARTICLE VI
STEWARDS

6.01 The Union may elect or appoint one (1) Steward 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 Agreement.

6.02 The Union shall once every six (6) months keep the Store Director notified in writing of the names of its authorized Stewards and other Local Union representatives and the respective dates of their appointment.

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

6.04 A. The Company agrees that, whenever an interview is held with an associate that becomes part of his record regarding his work or conduct, a steward will be present as a witness. The associate may request that the steward leave the meeting.

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

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

D. Should any reprimand, warning or disciplinary measure be issued in writing, the associate 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 I
GRIEVANCE PROCEDURE

7.01 It is the mutual desire of the parties hereto that complaints or grievances of associates 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 associate concerned and the steward will discuss the complaint or grievance with the Store Director, or his appointee. The Store Director, or his appointee, may have such assistance as he may desire during the discussion. Failing settlement, the Store Director, 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 Employer Representative. If requested, a meeting may be held within a further period of five **(5)** working days between the Employer Representative, 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 Employer Representative'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 Company and the Union involving the interpretation, application or alleged violation of this Agreement shall be submitted in writing. The parties agree that such grievance shall not be submitted solely to circumvent the normal Grievance Procedure provided in Section **7.01**. In the case of the Union, such a

grievance shall be submitted in writing, commencing at Step. No. 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 Company, such a grievance shall first be presented in writing to the Union and a meeting will be held within five (5) working days thereafter between representatives of the parties. Failing settlement, then within five (5) working days thereafter, the grievance may be deferred to arbitration, as hereinafter provided.

- 7.04 Should any associate grievance not be submitted within the time limits specified in this Article, it shall be considered to have been settled on the basis of the Company's reply to the grievance. If no written decision has been given to the associate within the time limits specified above the associate shall be entitled to submit the grievance to the next stage including arbitration.
- 7.05 Sundays, holidays or other days on which the Company's stores are closed for regular business will not be counted in determining the time within which any action is to be taken or completed under the Grievance or Arbitration Procedure.
- 7.06 No associate shall be discharged without just cause, except that the discharge of an associate during his probationary period shall not be the subject of a grievance, it being understood that the Company shall have the right to discharge a probationary employee with or without just cause. A claim by an associate 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 Director within four (4) working days after the associate is disciplined, suspended or discharged and the first step of the Grievance Procedure will be omitted in any such case. Such discipline, suspension or discharge grievance may be dealt with under the Grievance Procedure by:
- (a) confirming the Company's action in disciplining, suspending or dismissing the associate; or
 - (b) reinstating the associate 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 associate in any subsequent disciplinary proceedings in which the associate 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 associates.

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

ARTICLE IX
SENIORITY

- 9.01** An associate will be on probation and shall not acquire seniority until after one hundred and fifty **(150)** worked hours or ninety **(90)** days during one period of employment, whichever comes first, and shall then count from the date of employment with the Company.
- 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 associate
- (a) Voluntarily quits.
 - (b) Is discharged for cause and the discharge is not reversed through the Grievance Procedure.
 - (c) Is laid off for a period of twenty-six **(26)** consecutive weeks.
 - (d) Fails to return to work at the expiration of a Leave of Absence, without a reason satisfactory to the Company.
 - (e) Has an unreported absence for three **(3)** consecutive scheduled working days without a satisfactory reason.
- 9.03** Seniority for all purposes will be on an individual store basis.
- 9.04** (a) Notwithstanding Article **9.03** above, when the Company requires additional full-time associates other than provided for in Article **10.14**, the Company will give preference to part-time associates on the basis of seniority, skill and qualifications for the job concerned and availability for work, from among associates within the Region who have applied to the Personnel Manager in writing on forms supplied by the Company at least two **(2)** months in advance of the vacancy occurring. Although not a requirement associates may complete a form, provided by the Company, indicating their interest in training within their store. Such training shall be assigned to the senior associate who has applied in writing, providing the associate has the skill and qualifications to warrant the training.
- (b) When the Company reclassifies a part time associate to full time, the seniority date of the part time associate and the position in the store in which the associate was hired will be posted on the bulletin board of all stores in the Region.
- (c) For the purpose of **9.04**, the Regions will be as set out below:
- Region 1: **135, 156, 179, 185, 201**
 - Region 2: **245, 282, 285, 290, 311**
 - Region 3: **95, 96, 99, 100, 102, 162**
 - Region 4: **103, 116, 120, 123, 127, 148, 197**
 - Region 5: **71, 81, 82, 98**

- 9.05 In the event a part-time associate moves from an existing store to a new store, he will retain his seniority in his original store for a period of nine (9) weeks during which time he will have the option to move back **should** he so desire. In the event he decides to stay in the new store he shall carry his full seniority.
- 9.06 Service with the Company, which means the total length of time an associate has worked for the Company in all stores will be continuous, regardless of seniority, in order that total service will be the determining factor for Vacations and Wage Rates.
- 9.07 Notwithstanding Article 9.03 above, in the event a store closes, laid off associates of the store that is closing may bump associates with less seniority in the same department and/or job skill in another store of his choice, providing they apply within one week of the notification of store closure. In this case they will be credited with seniority equal to their seniority in the closed store. Should such store closing result in the reduction of the scheduled hours of an associate to the extent that such hours are less than those of a junior associate in the same department and/or job skill in another store, such associate may request to bump into one such store of his choice. Such request must be made in writing to the Store Director within four (4) weeks of the reduction of hours. Such bump shall be implemented within two (2) weeks following the request. In this case they will be credited with seniority equal to their seniority in their previous store.

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) Associates 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 associate who is unable to report for work as scheduled will advise the Store Director or his appointee as far in advance as possible but no later than his scheduled starting time.
- 10.03 It being agreed that the Company is entitled to schedule overtime work, authorized work **performed in excess of eight (8) hours** in the day as scheduled by the Company from time to

time will be paid at the rate of time and one-half his regular straight time hourly rate, provided that there shall be no duplication or pyramiding of any premium payments, nor shall the same hours worked be counted as part of the regular work week and also as hours for which an overtime premium is payable.

- 10.04** The hours of work will be assigned according to seniority, providing the senior associate has the required skill and competence to perform the work and is available.

In the case of a part time associate, with less than one (1) year's seniority, the Company will where practicable, schedule available part-time hours to a minimum of five (5) hours per week in the store in which he works. In the case of a part time associate with more than one (1) year's seniority, the Company will where practicable schedule available part time hours to a minimum of fifteen (15) hours per week in the store in which he works. In the case of a part time associate with more than five (5) years' seniority, the Company will where practicable schedule available part time hours to a minimum of eighteen (18) hours per week in the store in which he works. In the case of a part time associate with more than seven (7) years' seniority, the Company will where practicable schedule available part time hours to a minimum of twenty (20) hours per week in the store in which he works. In the case of a part time associate with more than eight (8) years' seniority the Company will where practicable schedule available part time hours to a minimum of twenty-four (24) hours per week in the store in which he works. It being understood, this does not apply to an associate called in to replace another associate, or to an associate called in to work at a time when there are less than fifteen (15), eighteen (18), twenty (20) or twenty-four (24) available hours remaining in the week.

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

- 10.05** Two (2) times an associate's regular straight time hourly rate will be paid for authorized work performed on a Statutory Holiday. 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.

- 10.06** A schedule showing the part-time associate'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 associates are scheduled to report for work and work is not available, they will be notified at least two (2) hours in advance of their scheduled starting time not to report to work. All changes shall be marked on the posted schedule the same day.

(a) A copy of the weekly work schedule will be given to the Local Union Steward.

- 10.07** Non-students covered by this Agreement shall not be called in for less than four (4) hours.
- 10.08** Students covered by this Agreement shall not be called in for less than four (4) hours on evenings when the store is open for business, Fridays, Saturdays, Sundays, Statutory Holidays and during school vacation periods.
- 10.09** An associate who works eight (8) hours in a day will be entitled to a one (1) hour meal period without pay. An associate 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 associate scheduled to work an eight (8) hour shift between the hours of store closing and store opening shall receive a premium of eighty (80¢) cents per hour for all such hours worked. Associates scheduled for work after **6:15 P.M.** on Saturdays shall receive a premium of one (\$1 .00) dollar per hour for such hours actually worked after **6:15 P.M.**
- 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 associate may be scheduled to work two (2) evenings per week to 12:00 midnight.
 2. An associate shall receive a premium of eighty (80¢) cents per hour for all regular hours worked between 9:00 p.m. and 12:00 midnight.
 3. A night shift premium of eighty (.80¢) cents shall be paid in the same form and the same manner as prevailed when there were specific store opening and closing hours.
 4. All other provisions of the current Collective Agreement shall apply.

- 10.13 In the event associates are scheduled to perform work in excess of the regular work week, insofar as is practicable to do so, the Company will make every reasonable effort to rotate such work to associates in the respective job classifications concerned, provided such associates are available and have the physical fitness, skill and ability to do the work.
- 10.14 Part-time associates 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. Associates, other than students, who temporarily work full-time hours in excess of three (3) consecutive months, shall be reclassified to full-time status.

ARTICLE XI
WAGE RATES

- 11.01 (a) The Company agrees to pay and the Union agrees to accept for the term of this Agreement, the classifications and hourly wage rates applicable thereto as set forth in Appendix "A", Appendix "B", and Appendix "C".
- All part time associates, courtesy clerks, and pharmacists' assistants shall receive the following:
- Effective August 4, 1997, a 35¢ per hour wage increase.
 - Effective August 4, 1998, a 35¢ per hour wage increase.
- (b) An associate who starts at a higher rate than that shown shall progress to the next rate in the time interval shown. (For example, an associate starting at the six (6) month rate shall progress to the twelve (12) month rate six (6) months after his date of employment and so on, if applicable).
- (c) Merit increases will not delay or affect the regular increases to which an associate is entitled in accordance with Appendix "A" or Appendix "B".
- (d) Part-time associates will not be scheduled to work in excess of twenty-four (24) hours during the regular week. In the event such associates 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 associate, 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 associate is laid off and has recall rights.
- (f) During each year of the Agreement, associates who were hired prior to September 18, 1994 shall receive a weekly bonus payment of ten (10¢) cents per regular hour worked paid on a weekly basis.

- (g) All part-time associates on the payroll of the Company as of December 1st in any year who have completed six (6) months' continuous service with the Company shall be entitled to an annual bonus payment of fifteen (15) dollars payable on or before December 15th.

All part-time associates on the payroll of the Company as of December 1st in any year who have completed twelve (12) months' continuous service with the Company shall be entitled to an annual bonus payment of twenty-five (25) dollars payable on or before December 15th.

- (h) For the life of this Collective Agreement, pay day will be on Friday each week and pay cheques shall be available no later than noon on Friday, except for reasons beyond the control of the Company.

ARTICLE XII

LEAVE OF ABSENCE

- 12.01 Written request for leave of absence without pay shall be considered by the Company. It is understood that any leave of absence is subject to reasonable notice being given to the Company. In the event such leave of absence is not used for the purpose granted, the associate may be subject to disciplinary action up to and including dismissal.

It is further understood that leaves of absence will be honoured on a first come first served basis. Approval of leave of absence, as defined, shall not be unreasonably withheld. Within fourteen (14) days of receipt of an application for Leave of Absence an associate 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 Company, through the Store Director.

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

- a) An associate 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 associate shall end no later than seventeen (17) weeks after the date of birth.

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

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

ARTICLE XIII **VACATIONS**

13.01 An associate shall receive by May 1st in any year vacation pay equal to four (4%) percent of the previous year's earnings, except that an associate 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 associate shall be granted up to three (3) weeks off without pay for vacation purposes in accordance with the Full-time vacation entitlement schedule. An associate with five (5) years or more of service as of May 1 st of any year shall be entitled to three (3) weeks of vacation time off without pay. The store will, by March 1 st in each calendar year, post a vacation schedule form listing the associates in order of seniority.

An associate wishing to take vacation must submit his request for preference on vacation dates, covering his complete vacation, by April 1 st, in order that the store may finalize and post vacation schedules by April 15th; however, seniority shall not apply if the associate fails to make his selection by April 1 st.

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

Associates 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 associate's minimum hours.

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

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

ARTICLE XIV
BUSINESS REPRESENTATIVE

- 14.01 Subject to the following conditions, a business representative of the Union will be entitled to visit the store during working hours at reasonable times to interview associates or to inspect working conditions, provided:
- (a) he first reports to the Store Director, or his appointee;
 - (b) such a visit will not unreasonably interfere with work or service to the customer;
 - (c) he complies with Company regulations governing associates.

ARTICLE XV
REST PERIODS

- 15.01 Associates 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 associate who works a seven (7) hour shift shall be entitled to two (2) fifteen (15) minute rest periods.

ARTICLE XVI
SAFETY AND HEALTH

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

ARTICLE XVII
GENDER

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

ARTICLE XVIII
UNIFORMS AND TOOLS

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

ARTICLE XIX
REST ROOMS

19.01 A rest room shall be provided and kept in a sanitary condition. The associates shall co-operate with the Company in keeping the rest room in a clean and satisfactory condition.

ARTICLE XX
SPECIFIED DAYS

20.01 An associate 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 associate must have

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

Providing that the above conditions have been met, the number of specified holiday hours (to a maximum of eight (8)) that an associate 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 associate 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 associate with five (5) years' service, who otherwise qualifies for payment, shall receive a minimum holiday payment of five (5) hours at his regular rate. Such payment shall be **made** within four (4) weeks of a holiday except for reasons beyond the Company's control.

20.02 The associates 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 An associate who has completed his probationary period shall receive compensation for an absence from scheduled work, with such compensation to be equal to the hours scheduled for the associate on the days in question, as follows:

- for up to two (2) days prior to and for the day of the funeral of the associate's spouse, parents, child, brother, sister, mother-in-law or father-in-law.
- for the day of the funeral of the associate's grandparent, grandchild, brother-in-law or sister-in-law.

ARTICLE XXII **JURY DUTY**

22.01 An associate 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 associate's regular straight time hourly rate of pay for the number of regular hours scheduled for the associate on the day in question and the amount of jury fee or conduct money received provided:

- (i) he furnishes the Company with a certificate of service, signed by the Clerk of the Court showing the amount of jury fee or conduct money received;
- (ii) The Company is given at least forty-eight (48) hours notice prior to the time he is to report for jury duty or attendance at trial; and

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

ARTICLE XXIII
PENSION

- 23.01 By agreement of the parties, provision has been made for participation in the Canadian Commercial Workers Industry Pension Plan (CCWIPP), to be effective on January 1, 1995.
- (i) The contribution rates to C.C.W.I.P.P. shall be those that are contained in the Contribution Agreement of the major retail food Employers who participate in C.C.W.I.P.P., dated April 20, 1994 which expires on December 31, 1999.
 - (ii) There shall be no diminishment of accrued benefits earned through December 31, 1994 and any and all past and future benefit improvements shall be the responsibility of the Trustees of C.C.W.I.P.P.
 - (iii) The Company and Union agree that continuous service with the employer or membership in the Union will be credited in establishing an associate's eligibility to attain the 2-year vesting established in C.C.W.I.P.P. regardless of the number of hours worked.

ARTICLE XXIV
OPTICAL PLAN

- 24.01 The Company agrees to provide an Optical Plan for part-time associates with four (4) 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 associates only, and for dependents of an eligible associate who are under age 18 and who are not covered by any other Plan, of up to one hundred and twenty-five (\$125.00) dollars over two (2) consecutive years for frames, lens, and prescription glass, and up to two hundred (\$200.00) dollars over two (2) consecutive years for artificial eyes, services of visual training, and non-cosmetic corrective prescription contact lens, resulting from visual acuity of less than 20/40 or **corneal** disease (special oases only).

ARTICLE XXV
TIME CLOCKS

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

ARTICLE XXVI
ILLNESS AND INJURY

- 26.01 If an associate, who has completed his probationary period, is injured while at work and is required to leave the store for medical attention, he will be paid for the balance of his shift during which the accident occurred provided such injury requires his absence from work for the balance of the shift.
- 26.02 An associate 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 associate temporarily unable to perform his previous duties due to an injury received in the employ of the Company, who can return to work under temporary medical restriction, may be assigned by the Company to a temporary modified work program, within his own job classification or given such other work as is available and which he is capable of performing, following agreement regarding such program, among the W.C.B. Rehabilitation Counsellor, the Health & Safety Department, the Store Director or his appointee, and the associate concerned.

ARTICLE XVII
GENERAL

- 27.01 The Employer and the Union agree there shall be no discrimination on account of race, color, creed, age, sex or marital status.

ARTICLE XXIII
SUCCESSORS AND ASSIGNS

- 28.01 This Agreement shall be binding on the Company and its successors and assigns, and will continue to be binding on the Union and the associates covered by this Agreement.

ARTICLE XXIX
DURATION AND TERMINATION

29.01 This Agreement shall continue in effect until the 7th day of August, 1999, 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.

29.02 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 ,1997.

FOR THE COMPANY

FOR LOCAL UNION 175

APPENDIX "A"

Progressions and Hourly Wage Rates Applicable Thereto

**For Associates Hired
On Or Before May 27, 1990**

Eff. Aug. 4, 1997
\$11.68

Eff. Aug. 4, 1998
\$12.03

APPENDIX "B"

Progressions and Hourly Wage Rates Applicable Thereto

All part-time associates, excluding Courtesy Clerks, hired after May 27, 1990 shall be subject to the rates set out below.

	<u>Eff. Aug. 4, 1997</u>	<u>Eff. Aug. 4, 1998</u>
Start	\$ 7.05	\$ 7.40
6 months	7.10	7.45
12 months	7.15	7.50
18 months	7.20	7.55
24 months	7.25	7.60
30 months	7.68	8.03
36 months	8.18	8.53
42 months	8.68	9.03
48 months	9.68	10.03
54 months	10.73	11.08

Article 12.01 (b) shall not apply in the event that Ontario minimum wage legislation results in a minimum wage which is greater than the start rate of pay listed above.

APPENDIX "C"

The Company may employ part-time Courtesy Clerks whose duties will be restricted to parcelling, parcel-pick-up, buggy collection, carry outs, cleaning and sweeping of the store front end, price checks, perishable product returns, replenishing grocery bags, 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 associates 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 be subject to the following rates of pay:

	<u>Eff. Aug. 4, 1997</u>	<u>Eff. Aug. 4, 1998</u>
Start	\$ 7.05	\$ 7.40
6 months	7.10	7.45
12 months	7.15	7.50
18 months	7.20	7.55
24 months	7.25	7.60
30 months	7.68	8.03
36 months	9.23	9.58

- (iv) In the event that the Company has an opening for an additional regular part-time associate, the Company will give preference to the senior Courtesy Clerk of the store in question who applies and has the skill and ability to do the job to be performed in a competent manner.
- (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 Company will pay a fine of fifty (\$50.00) dollars for each individual infraction per store on the first offense, and a fine of one hundred (\$100.00) dollars per week in any one store for the second offense, followed by a two (2) week suspension of the use of Courtesy Clerks in that store on the third offense. Payment of such fines shall be made to the Leukemia Fund.

APPENDIX "D"

Local Union **175** is recognized as the exclusive bargaining agent of part-time associates employed in those outlets of A&P Drug Mart Ltd. located in the Retail Stores of Super Fresh Food Markets, a division of The Great Atlantic & Pacific Company of Canada, Limited in the Province of Ontario. Such associates, who shall be required to have successfully completed an accredited course for Pharmacist's Assistants at a recognized College, or have equivalent experience obtained by working with a licensed Pharmacist for a period of not less than two **(2)** years, shall be covered by the terms and provisions of the Collective Agreement expiring on August 7 1999 between Local Union **175** and Super Fresh Food Marts, except as follows:

- (1) References made to District Manager shall mean General Manager, A & P Drug Mart, and similarly, references made to Store Director shall mean Pharmacy Manager.

ADDENDUM

Employee Incentive Fund

1. Effective with the date of this Agreement, there shall be created an Employee Incentive Fund ('Fund') for full-time and part-time associates.
2. Employer obligations for the store shall commence on the first sales day following the opening date of the store.
3. The amount of Employer contribution for the store shall be one percent (1%) of the store's total sales for the contribution year, subject to adjustment as follows:
 - (a) The contribution rate shall be adjusted upward by .005% for each .01 % reduction below a total labour cost for the store of 7.75% for the corresponding period. The contribution rate shall be adjusted downward by .005% for each .01 % increase above a total labour cost for the store of 8.25% for the corresponding period. For example, if the total labour cost is 7.25%, the contribution rate is 1.25%; if the total labour cost is 8.75% the contribution rate is 0.75%.
 - (b) "Total labour cost" shall include all wage, fringe and benefit costs, including those of the Store Director, and one Assistant Store Director (a second Assistant Store Director in stores with sales volume over \$500,000), but shall exclude incentive payments. A short fall in the "total labour cost" in one contribution year shall not be carried over to, and therefore shall not reduce the 'Fund' of, any subsequent contribution year. The Store's first contribution year shall commence on the opening date of the store, and shall continue until the first day of the same month in the following year.
4. All employer contributions for the store for the preceding year shall be paid within sixty (60) days after each anniversary of the store's opening, for the preceding year to those associates who were actively employed, both on or before the 15th day of the seventh month following the beginning of the contribution year, and also at the end of the contribution year, on the basis of the following formula:

$$\begin{array}{l} \text{Incentive} \\ \text{Payment} \end{array} = \frac{\text{Total Fund Payable}}{\text{Total Straight-Time} \\ \text{Store Payroll In} \\ \text{Contribution Year}} \times \begin{array}{l} \text{An Associate's Total} \\ \text{Straight-Time Earnings} \\ \text{In Contribution Year} \end{array}$$

"Straight-time earnings" shall include an associate's total earnings less overtime, premiums, taxable benefits, sick pay, insurance or Workers' Compensation benefits, but shall include vacation and specified holiday pay.