



COLLECTIVE AGREEMENT

BETWEEN

METRO ONTARIO INC.

AND

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

TERM

March 9, 2022 - November 16, 2025

12362-07

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
FULL-TIME		
I	Recognition.....	1
II	Union Security.....	3
III	Relationship.....	4
IV	Management Functions.....	5
V	Strikes and Lock-Outs.....	6
VI	Stewards.....	6
VII	Grievance Procedure.....	8
VIII	Arbitration.....	12
IX	Seniority.....	13
X	Hours of Work.....	24
XI	Wage Rates.....	31
XII	Leave of Absence.....	34
XIII	Specified Holidays.....	36
XIV	Vacations.....	39
XV	Bereavement Pay.....	42
XVI	Jury Duty.....	42
XVII	Union Representative.....	43
XVIII	Rest Periods.....	43
XIX	Safety and Health.....	43
XX	Suppliers' Representative.....	44
XXI	Time Clocks.....	44
XXII	Uniforms and Tools.....	45
XXIII	Employee Injuries.....	46
XXIV	Rest Rooms.....	47
XXV	Medical Examination.....	47
XXVI	Union Cards.....	47
XXVII	Part-Time Employees.....	48
XXVIII	Welfare.....	49
XXIX	General.....	53
XXX	Successors and Assigns.....	54
XXXI	Duration and Termination.....	54
	Schedule "A" Classifications and Hourly Rates of Pay.....	56
	Schedule "B" Classifications and Hourly Rates of Pay- Combo Bakery..	58
	Schedule "C".....	59

TABLE OF CONTENTS (continued)

<u>Article</u>		<u>Page</u>
PART-TIME		
I	Recognition.....	62
II	Union Security.....	63
III	Relationship.....	64
IV	Management Functions.....	65
V	Strikes and Lock-Outs.....	65
VI	Stewards.....	66
VII	Grievance Procedure.....	67
VIII	Arbitration.....	71
IX	Seniority.....	72
X	Hours of Work.....	76
XI	Wage Rates.....	82
XII	Leave of Absence.....	83
XIII	Vacations.....	85
XIV	Union Representative.....	86
XV	Rest Periods.....	87
XVI	Safety and Health.....	87
XVII	Uniforms and Tools.....	87
XVIII	Rest Rooms.....	89
XIX	Specified Holidays.....	89
XX	Bereavement Pay.....	91
XXI	Jury Duty.....	92
XXII	Pension.....	93
XXIII	Time Clocks.....	94
XXIV	Illness and Injury.....	94
XXV	O.H.I.P.....	95
XXVI	Benefits.....	95
XXVII	Successors and Assigns.....	97
XXVIII	Duration and Termination.....	97
	Schedule "A" Local Union 175 Progressions and Hourly Rates.....	99
	Schedule "B"	101
	Schedule "C"	102

TABLE OF CONTENTS (continued)

LETTERS OF UNDERSTANDING #1-23

#1 – Training and Education Trust Fund.....	103
#2 – Training Candidates for Management.....	104
#3 – Superstores.....	105
#4 – Store Management.....	106
#5 – Pharmacists.....	107
#6 – Scanning.....	108
#7 – Central Cutting.....	109
#8 – Stewards.....	110
#9 – Article 20.01.....	112
#10 – Substance Abuse, Armed Robberies, LTD, WSIB.....	113
#11 – Closure of Sale of Store.....	116
#12 – Conversions to Food Basics.....	117
#13 – Conversions to Barn Markets.....	122
#14 – Sick Time.....	126
#15 – Sunday Schedule.....	127
#16 – Starbucks.....	129
#17 – E-Commerce.....	132
#18 – Afternoon Shift.....	135
#19 – Click and Collect.....	137
#20 – Part-Time Meat Cutter.....	139
#21 – Benefits.....	141
#22 – Benefits Continuation for Employees age 65 and Over.....	142
#23 – Signing of Letters of Understanding.....	143

APPENDIX “A”

Full-Time Employees.....	146
Full-Time Wage Rates.....	150
Full-Time Welfare.....	156
Schedule “A” Local Union 633 Classifications and Weekly Salaries.....	159
Schedule “B” Local Union 175 Classifications and Weekly Salaries.....	160
Schedule “C”.....	162
Schedule “D”.....	164
Part-Time Employees.....	165
Part-Time Wage Rates.....	168
Part-Time Benefits.....	172

TABLE OF CONTENTS – (continued)

Schedule “A” Local 175 Progressions and Hourly Wage Rates..... 175
Schedule “B” 176

LETTERS OF UNDERSTANDING #12, 24-27

#12 – Conversions to Food Basics..... 177
#24 – Full-Time Assurance of Employment..... 178
#25 – Part-Time Store Closure Hours..... 179
#26 – Alternative Work Week..... 181
#27 – MFM Pension Programme..... 182

THIS AGREEMENT, made this 9th day of March, 2022.

BETWEEN:

METRO ONTARIO INC.
(Herein called the "Company")

OF THE FIRST PART

- AND -

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

- AND -

**UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 633**
(Herein called the "Union")

OF THE SECOND PART

ARTICLE I – RECOGNITION

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

- 1.02 The Company recognizes Local Union 633 as the exclusive bargaining agent for all Meat Department employees of the Company in its Retail Stores located in the Province of Ontario, save and except persons regularly employed for not more than twenty-four (24) hours per week, students employed in off school hours and during the school vacation period.
- 1.03 The term "employee" or "employees" as used in this Agreement, unless clearly specified otherwise shall mean only those employees who are included in the bargaining unit, as described in Sections 1.01 and 1.02 above.
- 1.04 The employees of the Company not covered by this Agreement shall not perform work normally performed by bargaining unit employees. The foregoing shall not apply to Store Managers in stores whose sales volume for the previous four quarters is less than \$100,000.00 per week, and Assistant Store Managers in stores whose sales for the previous four quarters is less than \$150,000.00 per week.
- (a) Specialists / merchandisers can assist with new line ups and relines as long as a bargaining unit member is scheduled hours over and above, to work with the specialist/merchandiser.
- (b) Store Managers and Assistant Store Managers may perform work normally performed by bargaining unit members for up to 50% of the normal full-time work week. This provision shall only apply to new stores opened after March 25, 2012.

ARTICLE II – UNION SECURITY

- 2.01 (a) All employees covered by the Agreement dated January 9, 1970, those who enter into the employment of the Company, and those who join the Union during the term of this Agreement, shall, as a condition of employment, become and remain a member in good standing of the Union.
- (b) The Company agrees that each employee will be required to sign an authorization card directing the Company to deduct Union initiation fees and weekly dues from the first pay due the employee, and such dues weekly thereafter. Any such authorization shall take effect as of the next regular deduction date after it is received by the Company. The fees and dues shall be forwarded to the Union monthly by the 15th day of the following month.
- 2.02 The Company will, at the time of making each remittance hereunder to the Financial Secretary of the Union, supply a statement consisting of two (2) alphabetical listings, one for Local 175 (F.T.) and one for Local 633 showing each employee's name, social insurance number and designated store number, with a notation beside the name of each full-time employee for whom dues have not been deducted, indicating the reason for no deduction. In addition, the Company shall supply the Union with a list of the names of employees hired and terminated each month and the starting salaries of the newly hired employees, as well as on a quarterly basis, a list of employees' names, social insurance numbers, addresses, and telephone numbers currently on file, with such list to be sorted alphabetically within store and by ascending store number.

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

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

2.04 On commencing employment, the employee's immediate supervisor shall introduce the new employee to the employee's respective Union Steward. The Steward will provide the employee with a copy of the Collective Agreement. A steward of the store in question may meet with a new employee for a maximum of fifteen (15) minutes.

ARTICLE III – RELATIONSHIP

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

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

3.03 Where allegations are made under the Company policies on Discrimination and Workplace Violence, and Harassment, against a bargaining-unit employee, the Company and the Union will endeavor to jointly investigate

the allegations as quickly as possible. The above noted policies, which may be amended from time to time, will be posted in each store.

- 3.04 The Employer and Union agree there shall be no discrimination on account of race, colour, creed, age, sex, marital status, ancestry, place of origin, ethnic origin, citizenship, sexual orientation, family status, disability, gender identity, gender expression or record of offences.

ARTICLE IV – MANAGEMENT FUNCTIONS

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

- (a) maintain order, discipline and efficiency;
- (b) generally to manage the enterprises in which the Company is engaged and without restricting the generality of the foregoing, the right to plan, direct and control operations, direct the work forces, determine the number of personnel required from time to time, the standards of performance, the number and location of stores and facilities, services to be performed and the methods, procedures and equipment in connection therewith, determine the goods to be sold and produced and the methods, processes and means of production and the control of material to be incorporated in the products produced, the products to be handled, the schedules of work, the extension, limitation, curtailment or cessation of operations. It being understood that in the event of the introduction of new or improved methods of operations affecting the employees covered by this Agreement, the Company will give the Union advance notice of such proposed changes. Should such

changes result in the displacement of employees, the Company agrees to meet with the Union to discuss the possibilities of alternate employment;

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

ARTICLE V – STRIKES AND LOCK-OUTS

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

ARTICLE VI – STEWARDS

- 6.01 Local Union 633 will be entitled to elect or appoint one (1) Steward for each store. Local Union 175 will be entitled to elect or appoint two (2) Stewards for each store except in stores wherein a night shift is worked. In such stores, an additional Steward may be designated for the night shift. The duties of a Steward shall be to assist employees working in the store in servicing complaints or grievances in accordance with the Grievance Procedure in dealing with matters arising under the terms of this Agreement.
- 6.02 The Union shall semi-annually keep the Labour Relations Department notified in writing of the names of its authorized

Stewards and other Local Union representatives and the respective dates of their appointment.

- 6.03 The Union acknowledges that the Stewards and other Local Union Representatives have their regular duties to perform on behalf of the Company and that such persons will not leave their regular duties without receiving permission from the Store Manager, or the Store Manager's appointee, which permission will not be unreasonably withheld. In accordance with this understanding, the Company will compensate such Stewards at their regular straight time hourly rate for time spent servicing complaints or grievances hereunder during their regular working hours.
- 6.04 a) The Company agrees that, whenever an interview is held with an employee that becomes part of the employee's record regarding the employee's work or conduct, a steward will be present as a witness. The employee may request that the steward leave the meeting.
- b) In the event a steward is not present, the condition will be brought to the attention of the employee. The meeting that becomes part of the employee's record will be postponed until the steward is available.
- c) If the meeting is held without the steward, any conclusions, verbal or written, will be null and void except in the case where the employee requested the steward to leave.
- d) Should any reprimand, warning or disciplinary measure be issued in writing, the employee in question shall receive a copy of such written reprimand, warning or disciplinary measure within seven (7) worked days of the discovery of the alleged offence, except that an

extension of time may be requested in order to complete an investigation.

- 6.05 A Negotiating Committee consisting of a Union Representative(s) of the UFCW Canada Local 175 & 633 and not more than twelve (12) bargaining unit Employees shall be elected or appointed by the Union for the purposes of negotiating the Collective Agreement. Members of the Negotiating Committee shall suffer no loss in pay for time spent during their normal working hours up to and including conciliation and mediation.

ARTICLE VII – GRIEVANCE PROCEDURE

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

STEP NO. 1

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

STEP NO. 2

Within three (3) working days after the decision is given under Step No. 1, the written grievance shall be submitted by the steward to the Store's District Manager or the District Manager's appointee. The grievance shall be signed by the employee and shall set out the nature of the grievance, the section(s) allegedly violated and the remedy sought. A discussion will be held between the District Manager, or the District Manager's appointee, and the Union Representative. In some circumstances, a griever/Store Manager may attend the discussion of the grievance, if requested by either party, provided such attendance is by mutual agreement, and such agreement will not be unreasonably withheld. The District Manager, or the District Manager's appointee, shall deliver their decision in writing within five (5) working days following the date of such discussion; failing settlement .

STEP NO. 3

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

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

- 7.02 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application or alleged violation of this Agreement, including any question as to whether a grievance is arbitrable, such grievance may be submitted to arbitration as hereinafter provided and if no written request for arbitration is received within twenty (20) working days after the decision under Step No. 3 is given, it shall be deemed to have been abandoned.
- 7.03 A grievance arising directly between the Company and the Union involving the interpretation, application or alleged violation of this Agreement shall be submitted in writing. The parties agree that such grievance shall not be submitted solely to circumvent the normal Grievance Procedure provided in Section 7.01. In the case of the Union, such a grievance shall be submitted in writing, commencing at Step No. 3 of the Grievance Procedure, within ten (10) working days after the circumstances giving rise to the grievance originate or occur. In the case of the Company, such a grievance shall first be presented in writing to the Union and a meeting will be held within five (5) working days thereafter between representatives of the parties. Failing settlement, then within five (5) working days thereafter, the grievance may be referred to arbitration, as hereinafter provided.
- 7.04 Should any employee grievance not be submitted within the time limits specified in this Article; it shall be considered to have been settled on the basis of the Company's reply to the grievance. If no written decision has been given to the employee within the time limits specified above, the employee shall be entitled to submit the grievance to the next stage including arbitration.
- 7.05 Sundays, holidays or other days on which the Company's stores are closed for regular business will not be counted in

determining the time within which any action is to be taken or completed under the Grievance or Arbitration Procedure.

7.06 No employee shall be discharged without just cause, except that the discharge of an employee during the employee's probationary period shall not be the subject of a grievance, it being understood that the Company shall have the right to discharge a probationary employee with or without just cause. A claim by an employee who has completed the employee's probationary period that the employee has been disciplined, suspended or discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Store Manager within four (4) working days after the employee is disciplined, suspended or discharged and the first step of the Grievance Procedure will be omitted in any such case. Such discipline, suspension or discharge grievance may be dealt with under the Grievance Procedure by:

(a) confirming the Company's action in disciplining, suspending or dismissing the employee; or,

(b) reinstating the employee with or without compensation for time lost; or,

(c) by any other arrangement which is just in the opinion of the parties or the Arbitration Board if appointed.

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

ARTICLE VIII – ARBITRATION

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

- 8.05 Each of the parties hereto shall bear the expense of the arbitrator appointed by it and the parties shall jointly and equally bear the fees and expenses, if any, of the Chairman of such Board of Arbitration.
- 8.06 If the Company and the Union mutually agree to appoint a single arbitrator, the foregoing provisions of this Article shall apply to such single arbitrator.

ARTICLE IX – SENIORITY

- 9.01 An employee will be on probation and shall not acquire seniority until after twenty-five (25) worked days with the Company and shall then count from the date of employment with the Company.
- 9.02 The principles of seniority shall be recognized by the Company. Lay-offs due to lack of work, and recalls, shall be made on the basis of seniority, provided that the senior employee has the skill and ability to do the job in a competent manner.
- (a) An employee, who is in a posted position as set out in Article 9.07 (a), shall be credited with classification seniority commencing with the effective date of the employee's promotion to that classification. In the event of the lay-off of an employee in a posted position, such employee may exercise the employee's classification seniority by choosing one (1) of the following alternatives:
- (i) Bump another employee in the same classification, providing the employee has more classification seniority, regardless of the volume(s) of the department(s) concerned. For this purpose, the

classifications of Grocery Department Head and Produce Department Head shall be considered to be equivalent classifications, provided the senior employee has the skill and ability to do the job in a competent manner; or,

- (ii) Bump another employee in a lower posted position, providing the employee has more classification seniority in the same and/or higher classification(s) and has the skill and ability to do the job in a competent manner; or,
- (iii) Bump another employee in a non-posted position, providing the employee has more seniority - list seniority, as per Article 9.11, and has the skill and ability to do the job in a competent manner.

In the event that two or more employees have the same classification seniority, then the seniority-list seniority, as per Article 9.11, shall apply, followed, if necessary, by the application of Article 9.09 (c).

- (b) Employees may not bump up from a classification with a lower end-rate to a classification with a higher end-rate. For this purpose, end-rate shall mean the highest end-rate paid in each job classification.
- (c) An employee who, having been advised in writing of those employees whom the employee is eligible to bump and having refused to exercise the employee's bumping privileges, is consequently laid off from full-time hours, will at the time of the employee's lay-off advise the employee's District Manager, or the District Manager's appointee, in writing on a form supplied by the Company of the store or stores in which the employee will be willing to accept a recall. Failure to do

so will result in the employee having recall rights to a full-time vacancy in accordance with Article 9.02 only in the store from which the employee was originally laid off.

- (d) An employee may, during the employee's recall period, alter the list of stores as described in (c) providing the employee advises the Personnel Department of such change by registered mail, and providing such revision shall not become effective for two (2) weeks following receipt of the employee's written request.
- (e) In the event that a meat cutter is laid off, part-time employees shall not be permitted to use a knife or saw or chicken splitter used by meat cutters to cut meat, except in the case of customer service requests. This restriction shall only apply to the store in which the meat cutter was laid off as well as to the store(s) to which the laid off meat cutter indicated recall rights, and shall continue while the meat cutter is on lay-off with recall rights, on the following basis:
 - i) the foregoing shall in no way restrict the Company's ability to schedule a meat cutter among two or more stores, and should a meat cutter refuse such scheduling, resulting in the employee's lay-off, the restriction shall apply only to the employee's home store.
 - ii) should the laid-off meat cutter refuse a temporary recall to any one of the stores that the employee listed on the employee's recall list other than the employee's home store, the above restriction shall be waived in all stores listed on the employee's recall list other than the employee's home store for the duration of such period; should the laid-off meat

cutter refuse a temporary recall to the employee's home store, the above restriction shall be waived in all stores that the employee listed on the employee's recall list for the duration of such period.

(f) An employee who has been reassigned or displaced under this clause may apply to be returned to a store closer to the employee's home. Such application will be made in writing to the Personnel Department, and shall not be effective for two (2) weeks from the date the Company receives the written request. Should a permanent opening occur, the senior applicant with the skills and qualifications to do the job shall be given first consideration, providing it does not prevent the recall of a laid off employee.

(g) In the event an employee is laid off in accordance with Article 9.02, and the employee is subsequently recalled, upon completion of at least one (1) full week of recall, the employee's recall rights shall be renewed.

9.03 The Company agrees to post in each Store the seniority list for Local Unions 175 and 633 Semi-Annually.

9.04 Persons employed by the Company, having had previous store experience with the Company, who are transferred into the Bargaining Unit as a direct result of a store closing may displace existing employees and will be credited with seniority equal to their total length of service with the Company. Such persons will not be entitled to promotions within the Bargaining Unit for one year from the date of their transfer into the Bargaining Unit, and shall be placed in the stock clerk, service clerk, or meat cutter classification. For the purpose of this paragraph, a store closing in conjunction with a new store opening within a township shall not be considered a store closing. For the

purpose of clarity, a store-closing in this paragraph only applies to stores that are covered by this Collective Agreement.

It is further agreed that such persons who are transferred into the Bargaining Unit for reasons other than as a result of a store closing may be returned to their former position in their former store or to a lower position and will be credited with seniority equal to their total length of service with the Company providing such transfer occurs within twelve months of their departure date from the Bargaining Unit.

Such persons who are transferred into the Bargaining Unit for reasons other than a result of a store closing will not be credited with seniority and may not displace existing employees if such transfer occurs more than twelve months after their departure from a recognized Bargaining Unit position. One (1) year following such transfer into the Bargaining Unit, such persons shall be credited with three (3) years' seniority.

Any credit for seniority provided by this Article shall be limited to service attained while working in stores covered by this Collective Agreement or its predecessors, including continuous service earned prior to 1970.

(a) Persons, who are bargaining unit members in stores which were acquired by the Company during 1985 and who transfer into stores covered by this Collective Agreement, shall not be credited with seniority, nor shall such transfer cause the displacement of existing employees.

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

- (a) voluntarily quits;
- (b) is discharged for cause and the discharge is not reversed through the Grievance Procedure;
- (c) is laid off for a period of eighteen (18) months;
- (d) fails to report to work within seven (7) days after being notified by registered mail by the Company following the lay-off; or fails to advise the Company within two (2) days of the employee's intention to report for work pursuant to the notification;
- (e) fails to return to work at the expiration of a leave of absence without a reason satisfactory to the Company;
or,
- (f) has an unreported absence for three (3) consecutive working days without a satisfactory reason.

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

9.07 (a) Applications for promotion to and/or training for the positions of Grocery, Produce, Bakery and Meat Department Head, Assistant Meat Department Head, Head Cashier, Assistant Head Cashier, Deli Department Head, Assistant Deli Department Head,

Seafood Department Head, Bake-Off Department Head, Assistant Produce Department Head, and Dairy Department Head will be available to all employees upon request. Such training shall be assigned by seniority providing the applicant has the qualifications and ability to warrant the training.

Such forms shall be supplied by the Company and may be submitted to the Personnel Manager at any time by an employee. Following their submission such applications will be valid for a period of one (1) year but may be renewed at any time. The Personnel Manager may post a bulletin soliciting applications at any time.

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

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

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

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

(a) seniority;

(b) qualifications and ability to perform the work;

It is agreed that where factor (b) is relatively equal, seniority as herein defined will govern.

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

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

9.12 In the case of lay-off for employees with more than three (3) months' seniority, an employee will be given at least one (1) weeks' notice or one (1) week's pay in lieu thereof. In the case of lay-off for employees with more than one (1) year's seniority, an employee will be given at least two (2) weeks' notice or two weeks' pay in lieu thereof. Notice of lay-off shall be posted in the store of an employee who is laid off from full-time status, with a copy to the Local Union's provincial office.

ARTICLE X – HOURS OF WORK

10.01 The regular work week shall be composed of thirty-seven (37) hours per week on the basis of five (5) days; four (4) days of eight (8) hour shifts, and one (1) day of a five (5)

An employee may be scheduled to work a full scheduled shift of eight (8) hours between the hours of store closing and the hours of store opening. Such night shifts will be scheduled on a rotation basis to be mutually worked out in each store. One-person night shifts may not be scheduled in a store or a meat department. Any employee hired as a clerk in grocery after October 5, 2003, will be scheduled to work on the night shift, if such shift is scheduled in the store, unless the senior employees of the store choose to work said night shift.

(a) In the event a store is subject to twenty-four (24) hour or extended hour operations, the following provisions shall apply:

- 1) An employee may be scheduled to work one (1) evening per week between the hours of 2:00 p.m. and 12:30 am. as part of the employee's regular work week, and may be scheduled to work one (1) such additional evening on a voluntary basis.
- 2) An employee may be scheduled to work a full shift of five (5) days, Monday to Friday, between the hours of 2:00 p.m. and 12:30 am., on a voluntary basis.
- 3) An employee so scheduled shall receive a premium of eighty (.80¢) cents per hour for all regular hours worked between 9:00 p.m. and 12:30 am.
- 4) A premium of one (\$1.00) dollar for night shifts and fifty (.50¢) cents for early morning shifts shall continue to be paid in the same form and the same manner as prevailed when there were specific store opening and closing hours.

5) All other provisions of the current Collective Agreement shall apply.

(b) An Employee may be scheduled to work straight afternoon shifts in accordance with the terms and conditions as outlined in L.O.U. 18.

10.04 An employee's regular work schedule will be on the basis that the employee is not required to work later than one-half (1/2) hour beyond the store closing time, except where a store is open to twelve (12:00) midnight or later, in which case evening shifts shall not be scheduled to finish beyond twelve-thirty (12:30) A.M. On a regular day shift an employee will not be scheduled beyond six-fifteen (6:15) P.M., except where a store is not open for evening customer shopping, in which case on a regular day shift an employee in such store will not be scheduled beyond six-thirty (6:30) P.M. Employees may be scheduled to start their shift prior to store opening time but not earlier than six (6:00) A.M, (five (5:00) A.M. in the Bake-Off Department), and will receive a premium of fifty (0.50¢) cents per hour for such hours actually worked prior to eight-thirty (8:30) A.M. on Saturdays and nine (9:00) A.M. on all other days where this does not create a hardship for employees on an individual basis.

10.05 (a) The regular weekly work schedule shall be posted each Tuesday at 5:00 pm showing the scheduled working hours for each employee for the succeeding week and no changes shall be made in such schedule except in the case of an emergency beyond the control of the Company. The steward shall receive a copy of such work schedule. All changes shall be marked on the posted schedule the same day.

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

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

10.07 An employee scheduled for a night shift of eight (8) hours between store closing and store opening shall receive a premium of one (\$1.00) dollar per hour for such hours worked. Such night shift schedule shall commence not earlier than 10:00 P.M. and not later than 12:00 midnight. In the case of a full week of night shifts, employees will be scheduled in five (5) consecutive nights, and one (1) employee will be designated by the Company as night leader and will be paid an additional amount of \$40.00 per week. An employee who has the responsibility of carrying the store keys on a night when the night leader is not scheduled shall receive a premium of seven (\$7.00) dollars per night. The above night shift premium will be incorporated in the vacation pay of those regular members of the night crew who are non-rotating (intended to apply to an employee who is working on a rotation of six (6) months duration or longer). Should an employee be scheduled to work nights for a full week during which a specified holiday falls, or when the employee becomes sick and qualifies for sick benefits, the Company will include the night shift premium in such holiday pay or sick pay. The above night leader premium will be incorporated in the vacation pay and sick benefit of non-rotating night leaders. In recognition of the fact that less than a five (5) night shift schedule may be

required an arrangement of day and night shifts shall be permitted on a voluntary basis, and employees will be expected to co-operate in connection with the performance of work for such schedule of shifts.

The above night shift premium will be incorporated in the vacation pay of those regular members of the night crew who are non-rotating (intended to apply to an employee who is working on a rotation of six (6) months duration or longer). Should an employee be scheduled to work nights for a full week during which a specified holiday falls, the Company will include the night shift premium in such holiday pay. The above night leader premium will be incorporated in the vacation pay of non-rotating night leaders.

10.08 An employee called in for the purpose of working overtime shall be guaranteed not less than four (4) hours of work time; provided, however, this provision shall not apply where overtime is worked at the beginning of a day immediately followed by a regular scheduled shift.

10.09 An employee, who is assigned by management the responsibilities of being "in charge" when the Store Manager and Assistant Store Manager are not at work and are absent, shall be paid a premium of two (\$2.00) dollars per hour for all such hours so assigned, where the assignment is:

- a) of two (2) consecutive hours' duration or more, and;
- b) between the hours of 8:00 a.m. and 12:30 am.

The names of the employees assigned to be "in charge" will be listed on the work schedule.

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

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

ARTICLE XI – WAGE RATES

11.01 (a) The Company agrees to pay and the Union agrees to accept for the term of this Agreement, the classifications and weekly salaries applicable thereto as set forth in Schedules “A” and “B”.

- (i) Full time employees who are at an end rate of pay or above and active on the payroll shall receive the following, unless otherwise noted in the schedules:
 - (a) November 21, 2021: An increase of \$1.00 per hour;
 - (b) November 20, 2022: An increase of 75 cents per hour;
 - (c) November 19, 2023: An increase of 75 cents per hour;
 - (d) November 17, 2024: An increase of 75 cents per hour.
- (ii) All employees in receipt of a wage progression rate of pay will not receive the above increases, and will only receive wage progressions until such employee reaches an end rate of pay.

(6) months' continuous service with the Company shall be entitled to Christmas bonus of fifty (\$50.00) dollars payable on or before December 15th.

- (i) For the life of this Collective Agreement, pay day will be on Friday each week and pay deposits shall be made no later than noon on Friday, except for reasons beyond the control of the Company. Employees will be paid by means of mandatory direct pay deposit.
- (j) With respect to the rate of pay of a new full-time employee who has been advanced from part-time, where thirty-seven (37) times such employee's part-time hourly rate of pay does not correspond with a progression rate as set out in Schedules "A" and "B" of the full-time Collective Agreement, such employee shall receive the next higher progression rate providing that such rate does not exceed thirty-seven (37) times the part-time rate by more than five (\$5.00) dollars.

ARTICLE XII – LEAVE OF ABSENCE

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

(f) Parental/Pregnancy leave forms referred to above may be obtained from the store's office.

12.04 Written request for leave of absence without pay to attend Union conventions, courses, and conferences will be considered by the Human Resources Manager or the Human Resources Manager's appointee provided that reasonable notice is given by the Union. Approval of such leave of absence shall not be unreasonably withheld, except that no more than two (2) employees per store (one from Local 175 and one from Local 633), or three (3) employees where such store has a night shift Steward, may be granted such leave of absence at the same time.

ARTICLE XIII – SPECIFIED HOLIDAYS

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

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

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

hours for each of such holidays, except a week in which two (2) specified holidays occur. In such a week, the work week shall be reduced by thirteen (13) hours, one eight (8) hour shift and one five (5) hour shift.

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

13.07 Each employee shall receive an additional long service leave day in the year that the employee observes the employee's thirty-fifth (35th), fortieth (40th), forty-fifth (45th), and fiftieth (50th) year of full-time employment with the Company.

13.08 Employees who choose to observe the National Day for Truth and Reconciliation may do so on September 30 of each year, as long as they provide at least 4 weeks' notice of their intention to do so to the Company. Employees who do not observe the National Day for Truth and Reconciliation on September 30 may take another day off during the calendar year on a date mutually agreed to by the employee and the Company. They will be paid their regular straight-time hourly rate for eight (8) hours. Employees who do not observe the National Day for Truth and Reconciliation on September 30 and who work on that day will be paid at the applicable hourly rate of pay.

Should the Ontario provincial government recognize the National Day for Truth and Reconciliation as a statutory holiday at any time during the life of this collective agreement, the language in the paragraph above will become null and void and paragraph 13.01 of the collective agreement will apply. In such a situation, if an employee has already taken a day off in the calendar year preceding

the introduction of the statutory holiday, that employee will be deemed to have observed the first National Day for Truth and Reconciliation on the day the employee was off. If this is contrary to the statute introducing the holiday, the parties shall meet to address the situation with a view of avoiding some employees having an extra day off in the transition year.

ARTICLE XIV – VACATIONS

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

Length of continuous service as of the employee's anniversary date of employment	Length of Vacation	Vacation pay at employee's regular straight time hourly rate of pay period immediately prior to vacation
After one (1) year,	2 weeks	Seventy-four (74) hours
After five (5) years,	3 weeks	One Hundred & Eleven (111) hours
After nine (9) years,	4 weeks	One Hundred & Forty-eight (148) hours
After sixteen (16) years,	5 weeks	One Hundred & Eight-five (185) hours

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

Less than 5 years - 4% of earnings for work performed;

5 years to 9 years - 6% of earnings for work performed;

9 years to 16 years - 8% of earnings for work performed;

16 years to 23 years - 10% of earnings for work performed.

- 14.03 (a) The vacation period will extend from January 1st to December 31st and vacation schedules will be established by the Company. Employees entitled to a third, fourth-, or fifth-weeks' vacation will have three (3) weeks of vacation granted insofar as is possible during the period from June 1st to Labour Day in each year. For the period of June 1st to Labour Day a minimum of two (2) employees allowed to take vacation at the same time provided the department has five (5) or more full-time employees and provided the remaining employees can perform the required work. In scheduling all vacations the Company will endeavour to allow employees to exercise their choice in accordance with their seniority status.
- (b) Each store will, by January 15th, in each calendar year, post a vacation schedule form listing the employees in order of seniority. An employee must submit the employee's request for preference on vacation dates, covering the employee's complete vacation entitlement, by April 1st in order that the Company may finalize and post vacation schedules by April 15th, however seniority shall not apply if the employee fails to make the employee's selection before April 1st.
- (c) No vacation weeks will be granted after December 15th, applicable to full-time employees hired or advanced to full-time after March 25, 2012.

14.04 Vacations shall not be cumulative from year to year. Pay for vacation shall be granted to the employee at the beginning of the employee's vacation.

(a) Employees will be scheduled to have the Saturday immediately prior to their vacation as their day off for that week, but will be limited to a maximum, for those who qualify, of three (3) such Saturdays in a calendar year.

(b) Employees will be scheduled to have the Sunday immediately following their vacation as a day off, but will be limited to a maximum, for those who qualify, of three (3) such Sundays in a calendar year.

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

14.06 The above provisions shall apply to employees hired on or after July 30th, 1973 except that entitlement shall be determined as of May 1st in a calendar year and not as of the employee's anniversary date. For the purpose of determining vacation entitlement, such employees who start work on or before the 15th of the month will be deemed to have started on the first of the month. Such employees who start work after the 15th of the month will be deemed to have started on the first day of the following month.

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

ARTICLE XV – BEREAVEMENT PAY

15.01 An employee will be given full pay up to three (3) days in case of death in the immediate family. For these purposes, immediate family will be the following: brother, sister, father, mother, spouse as defined in law, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parent, and step-child. Employees may retain one (1) day of the above allowance in order to attend an interment scheduled for a later date, but within one (1) year of the death.

ARTICLE XVI – JURY DUTY

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

- (i) the employee 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 the employee is to report for jury duty or attendance at trial; and,
- (iii) the employee reports for work during the hours the employee is not required to serve on the jury or testify as such Crown witness except that the employee will not

be required to report for work if less than two (2) hours of the employee's regular shift remain to be worked.

ARTICLE XVII – UNION REPRESENTATIVE

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

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

ARTICLE XVIII – REST PERIODS

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

ARTICLE XIX – SAFETY AND HEALTH

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

ARTICLE XX – SUPPLIERS' REPRESENTATIVES

20.01 Sales representatives employed with outside organizations will not perform work normally performed by bargaining unit employees, except this provision shall not apply to:

- (a) periods of new store openings and major renovations up to and including the week of opening.
- (b) checking of code dates, rotation, authorized sampling and special promotions.
- (c) sales representatives of Nivel or its successors, pop, chips, Van Houtte, greeting card jobbers, and deli counter bread supplied by deli bread companies to the deli counter and the feature rack at the deli counter.
- (d) the Company may utilize a third-party crew during the setup of new stores or renovated stores, or the major reline of existing stores. On such major reline, an employee who is a member of the bargaining unit will be assigned to work on the major reline.
- (e) Sales representatives of books, magazines and bread, applicable to new stores opened after March 25, 2012.

ARTICLE XXI – TIME CLOCKS

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

ARTICLE XXII – UNIFORMS AND TOOLS

22.01 (a) Uniforms which the Company requires shall be furnished without charge. Laundering of such garments shall be paid for by the Company.

(b) Where uniforms are issued which become the personal property of the employee, the employee will accept the responsibility of care and laundering of the uniforms.

(c) Tools as required by the Company will be provided, and such tools will be sharpened at no expense to the employee.

(d) Where garment elements of the Employee Appearance Policy are required, the Company will provide same at no charge to the employee.

22.02 The Company shall supply each store with one (1) freezer coat per freezer. The Company shall supply two (2) garments to each store for use on carry-out, carriage pick-ups. A pair of waterproof over-boots and one waterproof apron for each meat department will be provided without charge.

22.03 In the event the Company requires employees to wear protective footwear, such employees shall receive a protective footwear allowance of up to one hundred and twenty-five (\$125.00) dollars per calendar year upon submission of the original receipt of purchase for C.S.A. approved footwear, except that there shall be no reimbursement of a new employee until the employee has completed the employee's probationary period.

It is a health and safety requirement that only those employed by the Company who hold an operator's certificate are authorized and permitted to use power material handling equipment. The Company will not permit an unauthorized employee to use power material handling equipment.

ARTICLE XXIII – EMPLOYEE INJURIES

23.01 If an employee is injured while at work and is required to leave the store for medical attention the employee will be paid for the balance of the employee's shift during which the accident occurred provided such injury requires the employee's absence from work for the balance of the shift.

23.02 An employee temporarily unable to perform the employee's previous duties due to an injury received in the employ of the Company, or due to an illness or injury for which the employee is in receipt of benefits under the Weekly Disability Plan, or the Long Term Disability Insurance Plan, who can return to work under temporary medical restriction, may be assigned by the Company to a temporary modified work program, within the employee's own job classification or given such other work as is available and which the employee is capable of performing, following agreement regarding such program, among the W.S.I.B./Group Health Rehabilitation Counsellor, the Health & Safety Department, the District Manager or the employee's appointee, and the employee concerned. The Company will endeavour to notify the Union representative as soon as possible regarding the date of any Return To Work meeting that may be scheduled.

ARTICLE XXIV – REST ROOMS

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

ARTICLE XXV – MEDICAL EXAMINATIONS

25.01 If an employee is required by the Company during the employee's employment to take a medical and/or x-rays, the medical and/or x-rays shall be taken on Company time and the expense of the Company.

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

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

ARTICLE XXVI – UNION CARDS

26.01 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 EMPLOYEES

27.01 When additional full-time employees are required, the Company will give preference to part-time employees, provided that such employees have indicated their prior interest by completing and forwarding to the Labour Relations Department a form supplied by the Company.

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

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

27.02 There shall be a minimum of one (1) full-time employee in the aggregate for each twenty-seven thousand one hundred and six (\$27,106) dollars of sales per week, based on the average total store sales over the previous four (4) calendar quarters. The volume figure will be adjusted once per annum to reflect the Consumer Food Price Index.

(i) Initially, until there are four post-ratification calendar quarters, staffing will be based on a review of accumulating calendar quarters, starting with the first complete quarter following the ratification of this agreement.

- (ii) Any adjustments in accordance with this minimum provision shall be completed within two (2) weeks following the end of each calendar quarter.
- (iii) Aggregate store sales shall be reduced to reflect any store closures that may arise.
- (iv) The foregoing shall apply to full-time employees hired after July 1, 1994.

ARTICLE XXVIII – WELFARE

- 28.01 (a) The Company agrees to pay the cost of the applicable monthly premiums for eligible employees who have completed three (3) months continuous service and while such employees remain in the active employ of the Company (including persons absent due to accident or illness) with respect to Ontario Hospital Insurance Plan.
- (b) Subject to the terms and conditions of the Master Plans and Policies relating thereto, the Company agrees to provide at no cost to the employees, Extended Health Care Benefits for eligible employees who have completed three (3) months continuous service and while such employees remain in the active employ of the Company (including persons absent due to accident or illness). Such Plan shall have a ten thousand dollar maximum every twenty-four (24) months, effective June 1, 2018.
- (c) Such Extended Health Care Benefits Plan to include a prescription drug plan on the basis of a per DIN deduction, with a 100% co-insurance feature for payment of prescriptions beyond such deductibles.

- (d) Such Extended Care Benefits Plan to include an optical plan on the basis of a twenty-five (\$25.00) dollar single and family deductible and with an eighty (80%) percent co-insurance feature. The plan shall provide a benefit of up to three hundred (\$300.00) dollars effective July 1st, 2022 (over two (2) consecutive years for frames, lens, and prescription glass, and up to three hundred (\$300.00) dollars effective July 1st, 2022 over two (2) consecutive years for artificial eyes, services of visual training, and non-cosmetic corrective prescription contact lens, resulting from visual acuity of less than 20/40 or corneal disease (special cases only).
- (e) The Company agrees to pay the cost of the applicable monthly premiums for eligible employees who have completed one (1) year of continuous service and while such employees remain in the active employ of the Company with respect to the Long Term Disability Insurance Plan.

The amount of monthly income shall be $66 \frac{2}{3}$'s of the Employee's Basic Monthly Earnings to a maximum of \$1625.00, per month, effective June 1, 2018 (applicable to LTD applications received after the above date), subject to the conditions as set out in the schedule of insurance, and commencing on the 53rd week of absence.

(f) Dental Plan

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

- (g) By agreement of the parties, provision has been made for participation in the Canadian Commercial Workers Industry Pension Plan (CCWIPP), to be effective on July 1, 1994.
- (i) The contribution rates to C.C.W.I.P.P. shall be those that are contained in the Contribution Agreement of the major retail food Employers who participate in C.C.W.I.P.P., dated April 20, 1994 which expires on December 31, 1999 (or its successor contribution agreement, if any).
- (ii) There shall be no diminishment of accrued benefits earned through June 30, 1994 and any and all past and future benefit improvements shall be the responsibility of the Trustees of C.C.W.I.P.P.
- (iii) The Company and Union agree that continuous service with the employer or membership in the Union will be credited in establishing an employee's eligibility to attain the 2-year vesting established in C.C.W.I.P.P. regardless of the number of hours worked.
- (iv) The Company will contribute five point seven (\$5.7) million dollars to improve past service pension benefits for pre- July 1, 1994 service, up to forty (\$40.00) dollars per month benefit for those full-time employees (Group I and Group II) below \$40.00 today. Such contribution will be amortized over a period not longer than fifteen years. The Parties recognize that for a period of eleven (11) years from October 5, 2003, improvements to past service credits for the pre-participation period in CCWIPP will not be subject to negotiation.

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

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

- (i) Subject to the terms and conditions of the Master Plans and Policies relating thereto, the Company agrees to provide the following:
 - life insurance at one (1) time salary.

 - short term disability (STD) insurance of 66 2/3% of weekly salary, to a maximum of \$638 per week effective July 1st, 2022 payable for first day accident, first day hospitalized, and 4th day sickness, with S.T.D. applying to first four (4) weeks of eligible absence, followed by thirteen (13) weeks of Employment Insurance (E.I.), followed by thirty-five (35) weeks of S.T.D.

 - accidental death and dismemberment at two (2) times salary, and life insurance is not applicable.

- (j) The Company will provide to employees with six (6) months of continuous full-time service, payment for up to four (4) days of sickness during each calendar year, with such days to be applied towards the first three (3)

days of an employee's absence for which there otherwise is no provision for payment. Such sick days shall be payable at 80% of the employee's regular hourly rate of pay. Employees will be eligible for sick pay on Sunday if the Sunday in question is part of the employee's regular work week.

- (k) Full - time employees, who have passed their probationary period, are eligible for one (1) paid Personal Emergency Leave (PEL) Day per calendar year, as defined in the *Employment Standards Act, 2000*. Employees are required to inform the Store Manager, or the Store Manager designate, as soon as reasonably possible. The Personal Emergency Days may not be carried over year to year nor will they be paid out should they not be used.

ARTICLE XXIX – GENERAL

29.01 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 initialed by the Store Manager before being posted on the bulletin board.

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

ARTICLE XXX – SUCCESSORS AND ASSIGNS

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

ARTICLE XXXI – DURATION AND TERMINATION

31.01 This Agreement shall continue in effect until the 16th day of November, 2025 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.

31.02 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 09th day of December, 2022.

FOR LOCAL UNION 175

Rick Alajierski
Rick Alajierski

Gregg Boyachuk
Gregg Boyachuk

Christine Fitzgerald
Christine Fitzgerald

George Lacasse
George Lacasse

Tracy Lovejoy
Tracy Lovejoy

Stephen Maunder
Stephen Maunder

Tony Morello
Tony Morello

Linda Souliere
Linda Souliere

Rita-Lynn Swiderski
Rita-Lynn Swiderski

Robin Wilson
Robin Wilson

FOR LOCAL UNION 633

John DiNardo
John DiNardo

Marylou Mallett
Marylou Mallett

FOR THE COMPANY

Norma Boyle
Norma Boyle

Kelly Dobbyn
Kelly Dobbyn

Gary Grant
Gary Grant

Matthew Healey
Matthew Healey

Steve Jones
Steve Jones

Peter Marlow
Peter Marlow

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

Stock Clerk, Service Clerk, Decorator (Bake-Off)

	<u>Progression</u>	<u>21-Nov-21</u>	<u>20-Nov-22</u>	<u>19-Nov-23</u>	<u>17-Nov-24</u>
Start	MW				
6 Months	MW + \$0.10				
12 Months	MW + \$0.20				
18 Months	MW + \$0.30				
24 Months	MW + \$1.00				
30 Months		\$18.30	\$19.05	\$19.80	\$20.55

MW = Minimum Wage

Meat Cutter

	<u>Progression</u>	<u>21-Nov-21</u>	<u>20-Nov-22</u>	<u>19-Nov-23</u>	<u>17-Nov-24</u>
Start	MW				
6 Months	MW + \$0.50				
12 Months	MW + \$1.00				
18 Months	MW + \$1.50				
24 Months	MW + \$2.00				
30 Months		\$23.00	\$23.40	\$23.80	\$24.20

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

*Seafood Dept. Head; ** Asst. Produce Dept. Head; Bake-Off Dept. Head; Dairy Dept. Head; Asst. Deli DH; Asst. Head Cashier; ***Floral DH

	<u>Progression</u>	<u>21-Nov-21</u>	<u>20-Nov-22</u>	<u>19-Nov-23</u>	<u>17-Nov-24</u>
Start	MW + \$0.50				
6 Months	MW + \$1.00				
12 Months	MW + \$1.50				
18 Months	MW + \$2.00				
24 Months		\$21.55	\$22.30	\$23.05	\$23.80

Grocery Dept. Head: Produce Dept. Head; Head Cashier; Deli Dept. Head

	Progression	<u>21-Nov-21</u>	<u>20-Nov-22</u>	<u>19-Nov-23</u>	<u>17-Nov-24</u>
Start	MW + \$1.00				
6 Months	MW + \$1.10				
12 Months	MW + \$1.20				
18 Months	MW + \$2.50				
24 Months		\$22.30	\$23.30	\$24.30	\$25.30

Meat Dept. Head

	Progression	<u>21-Nov-21</u>	<u>20-Nov-22</u>	<u>19-Nov-23</u>	<u>17-Nov-24</u>
Start	MW + \$1.00				
6 Months	MW + \$1.10				
12 Months	MW + \$1.20				
18 Months	MW + \$3.50				
24 Months		\$23.55	\$24.55	\$25.55	\$26.55

****Asst. Meat Dept. Head

	Progression	<u>21-Nov-21</u>	<u>20-Nov-22</u>	<u>19-Nov-23</u>	<u>17-Nov-24</u>
Start	MW + \$0.50				
6 Months	MW + \$1.00				
12 Months	MW + \$1.50				
18 Months	MW + \$2.00				
24 Months		\$23.30	\$23.95	\$24.80	\$25.50

- * There will be a Seafood Department Head in a store with a full-service Seafood Department.
- ** There will be an Assistant Produce Department Head in a store where there are four (4) or more full-time Produce Department employees.
- *** There will be a Floral Department Head in a store where there is a full-service Floral Department that does sales of \$6,000 per week or more on a four (4) quarter basis.
- **** There will be an Assistant Meat Department Head in a store where there are three (3) or more Meat Cutters including the Meat Department Head.

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

Decorator

	<u>Progression</u>	<u>21-Nov-21</u>	<u>20-Nov-22</u>	<u>19-Nov-23</u>	<u>17-Nov-24</u>
Start	MW				
6 Months	MW + \$0.10				
12 Months	MW + \$0.20				
18 Months	MW + \$0.30				
24 Months	MW + \$0.40				
30 Months		\$18.30	\$19.05	\$19.80	\$20.55

Baker

	<u>Progression</u>	<u>21-Nov-21</u>	<u>20-Nov-22</u>	<u>19-Nov-23</u>	<u>17-Nov-24</u>
Start	MW				
6 Months	MW + \$0.10				
12 Months	MW + \$0.20				
18 Months	MW + \$0.30				
24 Months	MW + \$1.00				
30 Months		\$20.80	\$21.55	\$22.30	\$23.05

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

Bakery Dept. Head

	<u>Progression</u>	<u>21-Nov-21</u>	<u>20-Nov-22</u>	<u>19-Nov-23</u>	<u>17-Nov-24</u>
Start	MW + \$1.00				
6 Months	MW + \$1.10				
12 Months	MW + \$1.20				
18 Months	MW + \$2.50				
24 Months		\$22.89	\$23.89	\$24.89	\$25.89

SCHEDULE "C"

Local Union 175 is recognized as the exclusive bargaining agent of employees classified as Pharmacist's Assistant defined as one who has successfully completed an accredited course for Pharmacist's Assistants at a recognized College, or, has equivalent experience obtained by working with a licensed Pharmacist for a period of not less than two (2) years, employed in the applicable outlets of Metro Ontario Pharmacies Limited located in the Retail Stores of Metro Ontario Inc., in the Province of Ontario. Such Pharmacist's Assistants shall be covered by the terms and provisions of the Collective Agreement expiring on November 16, 2025 between Local Union 175 and Metro Ontario Inc., except as follows:

- (1) Section 1.04 shall not apply, to the extent that Pharmacists shall perform such work and carry out such duties and in such manner as they have done prior to the execution of this Agreement.
- (2) Section 10.03 is amended to provide that a Pharmacist's Assistant may be scheduled to work up to three (3) evenings per week as part of the employee's regular work week during the (sick season) period of November 1 to April 15th.
- (3) Article XI and Schedule "B" are deleted for the purposes of Schedule "C", and replaced with the following:
 - (a) Wage Progression for Pharmacist's Assistants hired after March 25, 2012 is as set out for clerks in Schedule "A" and 11.01 (a) (i) and (ii) above.
 - (b) All full-time employees on the payroll of the Company as of December 1st in any year who have completed six (6) months' continuous service with the Company shall

THIS AGREEMENT, made this 9th day of March, 2022.

BETWEEN:

METRO ONTARIO INC.
(Herein called the "Company")

OF THE FIRST PART

- and -

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

(Herein called the "Union")

OF THE SECOND PART

ARTICLE I – RECOGNITION

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

ARTICLE II – UNION SECURITY

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

2.05 On commencing employment, the employee's immediate supervisor shall introduce the new employee to the employee's respective Union Steward. The Steward will provide the employee with a copy of the Collective Agreement. A steward of the store in question may meet with a new employee for a maximum of fifteen (15) minutes.

ARTICLE III – RELATIONSHIP

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

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

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

3.04 The Employer and the Union agree there shall be no discrimination on account of race, colour, creed, age, sex, marital status, ancestry, place of origin, ethnic origin, citizenship, sexual orientation, family status, disability, gender identity, gender expression, or record of offences.

ARTICLE IV – MANAGEMENT FUNCTIONS

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

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

ARTICLE V – STRIKES AND LOCK-OUTS

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

operations, or picketing of any kind or form whatsoever, however peaceful.

ARTICLE VI – STEWARDS

- 6.01 The Union may elect or appoint one (1) Steward and two (2) alternate Stewards for each store. The duties of a Steward shall be to assist employees working in the store which the Steward represents in servicing complaints or grievances in accordance with the Grievance Procedure in dealing with matters arising under the terms of this Agreement.
- 6.02 The Union shall semi-annually keep the Labour Relations Department notified in writing of the names of its authorized Stewards and other Local Union Representatives and the respective dates of their appointment.
- 6.03 The Union acknowledges that the Stewards and other Local Union Representatives have their regular duties to perform on behalf of the Company and that such persons will not leave their regular duties without receiving permission from the Store Manager, or the Store Manager's appointee, which permission will not be unreasonably withheld. In accordance with this understanding, the Company will compensate such Stewards at their regular straight time hourly rate for time spent servicing complaints or grievances hereunder during their regular working hours.
- 6.04 a) The Company agrees that, whenever an interview is held with an employee that becomes part of the employee's record regarding the employee's work or conduct, a steward will be present as a witness. The employee may request that the steward leave the meeting.

- b) In the event a steward is not present, the condition will be brought to the attention of the employee. The meeting that becomes part of the employee's record will be postponed until the steward is available.
- c) If the meeting is held without the steward, any conclusion, verbal or written will be null and void except in the case where the employee requested the steward to leave.
- d) Should any reprimand, warning or disciplinary measure be issued in writing, the employee in question shall receive a copy of such written reprimand, warning or disciplinary measure within seven (7) worked days of the discovery of the alleged offence, except that an extension of time may be requested in order to complete an investigation.

ARTICLE VII – GRIEVANCE PROCEDURE

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

STEP NO. 1

The employee concerned and the Steward will discuss the complaint or grievance with the Store Manager, or the Store Manager's appointee. The Store Manager, or the Store Manager's appointee, may have such assistance as they may desire during the discussion. Failing settlement, the Store Manager, or the Store Manager's appointee, shall give an oral decision within three (3) working days following

presentation of the complaint or grievance to them; failing settlement.

STEP NO. 2

Within three (3) working days after the decision is given under Step No.1, the written grievance shall be submitted by the Steward to the Store's District Manager, or the District Manager's appointee. The grievance shall be signed by the employee and shall set out the nature of the grievance, the section(s) allegedly violated and the remedy sought. A discussion will be held between the District Manager, or the District Manager's appointee, and the Union Representative. In some circumstances, a grievor/Store Manager may attend the discussion of the grievance, if requested by either party, provided such attendance is by mutual agreement, and such agreement will not be unreasonably withheld. The District Manager, or the District Manager's appointee, shall deliver their decision in writing within five (5) working days following the date of such discussion; failing settlement -

STEP NO. 3

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

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 affect such appointment upon application thereto by the party invoking arbitration. The two arbitrators so nominated shall confer within five (5) working days and shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within such period, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairman.
- 8.02 No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance or in processing the grievance.
- 8.03 The Arbitration Board shall not make any decision inconsistent with the provisions of this Agreement nor alter, modify or amend any part of this Agreement but shall only consider the question in dispute. No matter shall be submitted to arbitration which has not been properly lodged and carried through all previous steps of the Grievance Procedure.
- 8.04 The unanimous or majority decision in writing of the Arbitration Board with respect to the matters coming within the jurisdiction of the Board, shall be final and binding upon the parties hereto and the employees.

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

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

ARTICLE IX – SENIORITY

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

(a) The Company shall prepare by store and post a part-time employee seniority list at least once every six months.

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

(a) Voluntarily quits.

(b) Is discharged for cause and the discharge is not reversed through the Grievance Procedure.

school year each year. This will not apply if the employee invokes a leave of absence under Article 12.03.

ARTICLE X – HOURS OF WORK

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

(a) Employees may be scheduled to commence a regular shift no sooner than nine (9) hours after the completion of a regular shift. Employees will be scheduled in a manner that will provide at least eleven (11) consecutive hours free from performing work in each day. (Day for this purpose will be defined as per the Employment Standards Act).

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

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

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

business day shall be paid a premium of five (\$5.00) dollars.

ARTICLE XI – WAGE RATES

- 11.01 (a) The Company agrees to pay and the Union agrees to accept for the term of this Agreement, the classifications and hourly wage rates applicable thereto as set forth in Schedule "A".
- (b) An employee who starts at a higher rate than that shown shall progress to the next rate in the time interval shown. (For example, an employee starting at the three (3) month rate shall progress to the six (6) month rate three (3) months after the employee's date of employment and so on, if applicable). Article 11.01 (b) shall not apply in the event that Ontario minimum wage legislation results in a minimum wage which is greater than the start rate of pay.
- (c) Merit increases will not delay or affect the regular increases to which an employee is entitled in accordance with Schedule "A".
- (d) Part-time employees will not be scheduled to work in excess of twenty-four (24) hours per week during the regular work week. In the event such employees are required to work beyond twenty-four (24) hours during the regular work week they shall be paid at time and one-half their regular straight time hourly rate for such excess hours.
- (e) A full-time employee, receiving the twenty-four (24) month rate of pay, who is laid off to part time hours, will receive for such hours the top part time rate in

accordance with Schedule "A" for the period that such employee is laid off and has recall rights.

- (f) All part time employees on the payroll of the Company as of December 1st in any year who have completed six (6) months' continuous service with the Company shall be entitled to a Christmas Bonus of twenty-five (25) dollars payable on or before December 15th.
- (g) For the life of this Collective Agreement, pay day will be on Friday each week and pay deposits shall be made no later than noon on Friday, except for reasons beyond the control of the Company. Employees will be paid by means of mandatory direct pay deposit.
- (h) Persons assigned to work in the store office in the absence of the Head Cashier will be paid a premium of fifty (50¢) cents per hour for all hours so assigned and worked prior to 5:00 p.m.

ARTICLE XII – LEAVE OF ABSENCE

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

period for the purpose of obtaining full-time employment elsewhere.

12.04 A student enrolled in full time studies at a college or university in another city more than forty (40) kilometers from their home may be granted a leave of absence up to a maximum of four (4) months at a time without loss of seniority. The employee must complete and provide the leave of absence form to their Store Manager (or designate) a minimum of two (2) weeks prior to the requested start date and must notify the Store Manager (or designate) in writing a minimum of two (2) weeks in advance of their return date.

ARTICLE XIII – VACATIONS

13.01 An employee shall receive by May 1st in any year vacation pay equal to four (4%) percent of the previous year's earnings, except that an employee with five (5) years or more service as of May 1st in any year shall receive vacation pay equal to six (6%) percent of the previous year's earnings. An employee with (10) years or more service as of May 1st in any year shall receive vacation pay equal to seven (7%) percent of the previous year's earnings. An employee with fifteen (15) years or more service as of May 1st in any year shall receive vacation pay equal to eight (8%) percent of the previous year's earnings. Furthermore, an employee shall be granted up to three (3) weeks off after five (5) years, or up to four (4) weeks off after ten (10) years, or more service as of May 1st in any year without pay for vacation purposes.

Each store will, by January 15th in each calendar year, post a vacation schedule form listing the employees in order of seniority. An employee wishing to take vacation must

submit the employee's request for preference on vacation dates, covering the employee's complete vacation, by April 1st, in order that the Company may finalize and post vacation schedules by April 15th, however seniority shall not apply if the employee fails to make the employee's selection by April 1st.

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

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

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

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

ARTICLE XIV – UNION REPRESENTATIVE

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

- (a) the Union Representative first reports to the Store Manager, or the Store Manager's appointee;

- (b) such a visit will not unreasonably interfere with work or service to the customer;
- (c) the Union Representative complies with Company regulations governing employees.

ARTICLE XV – REST PERIODS

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

ARTICLE XVI – SAFETY AND HEALTH

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

ARTICLE XVII – UNIFORMS AND TOOLS

17.01(a) Uniforms which the Company requires shall be furnished without charge. Laundering of such garments shall be paid for by the Company.

ARTICLE XVIII – REST ROOMS

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

ARTICLE XIX – SPECIFIED HOLIDAYS

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

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

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

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

Providing that the above conditions have been met, the number of specified holiday hours (to a maximum of eight (8)) that an employee shall be credited with in each instance, to be paid at the employee's regular straight-time

hourly rate of pay, shall be determined by totaling the number of hours worked by the employee in the four (4) week period preceding the week of the holiday, and dividing the total by the number of days worked in the same period. An employee with five (5) years' service, who otherwise qualifies for payment, shall receive a minimum holiday payment of five (5) hours at the employee's regular rate. Such payment shall be made within four (4) weeks of a holiday except for reasons beyond the Company's control.

- 19.02 The employees shall receive the benefit of any additional holiday that may be proclaimed by the Government during the life of this Agreement.
- 19.03 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.
- 19.04 Effective January 1, 2020 part time employees with twenty (20) years of service or more will be entitled to a personal day each year, calculated on the basis of totaling the number of hours worked by the employee in the four (4) week period preceding the week of the personal holiday, and dividing the total by the number of days worked in the same period.
- 19.05 Employees who choose to observe the National Day for Truth and Reconciliation may do so on September 30 of each year, as long as they provide at least 4 weeks' notice of their intention to do so to the Company. Employees who do not observe the National Day for Truth and Reconciliation on September 30 may take another day off during the calendar year on a date mutually agreed to by the employee and the Company. They will be paid their

regular straight-time hourly rate of pay which shall be determined by totaling the number of hours worked by the employee in the four (4) week period preceding the week of the holiday and dividing that total by the number of days worked in the same period, up to a maximum of 8 hours. Employees who do not observe the National Day for Truth and Reconciliation on September 30 and who work on that day will be paid at the applicable hourly rate of pay.

In order to qualify for this day off, the employee must have been in the employ of the Company for three (3) months or more immediately prior to that day.

Should the Ontario provincial government recognize the National Day for Truth and Reconciliation as a statutory holiday at any time during the life of this collective agreement, the language in the paragraph above will become null and void and paragraph 19.01 of the collective agreement will apply. In such a situation, if an employee has already taken a day off in the calendar year preceding the introduction of the statutory holiday, that employee will be deemed to have observed the first National Day for Truth and Reconciliation on the day the employee was off. If this is contrary to the statute introducing the holiday, the parties shall meet to address the situation with a view of avoiding some employees having an extra day off in the transition year.

ARTICLE XX – BEREAVEMENT PAY

20.01 A part time employee who has completed their probationary period will be given pay for hours scheduled to attend the funeral in case of death in the immediate family, who are identified as, brother, sister, father, mother, spouse as defined in law, son, daughter, mother-in-law, father-in-law,

grandfather, grandmother, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parent and step child, for up to three (3) days. Employees may retain one (1) day of the above allowance in order to attend an internment scheduled for a later date, but within one (1) year of the death.

ARTICLE XXI – JURY DUTY

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

- (i) The employee 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 the employee is to report for jury duty or attendance at trial; and,
- (iii) The employee reports for work during the hours the employee is not required to serve on the jury or testify as such Crown witness except that the employee will not be required to report for work if less than two (2) hours of the employee's regular shift remain to be worked.
- (iv) An employee who is scheduled to work an evening shift, having spent the whole day on jury duty, shall qualify for jury duty pay for the evening shift.

ARTICLE XXII – PENSION

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

- (i) The contribution rates to C.C.W.I.P.P. shall be those that are contained in the Contribution Agreement of the major retail food Employers who participate in C.C.W.I.P.P., dated April 20, 1994 which expires on December 31, 1999 (or its successor contribution agreement, if any).
- (ii) There shall be no diminishment of accrued benefits earned through June 30, 1994 and any and all past and future benefit improvements shall be the responsibility of the Trustees of C.C.W.I.P.P.
- (iii) The Company and Union agree that continuous service with the employer or membership in the Union will be credited in establishing an employee's eligibility to attain the 2-year vesting established in C.C.W.I.P.P. regardless of the number of hours worked.
- (iv) The Company is in agreement with an increase of forty (40¢) cents per hour in its contribution to the CCWIPP, from 85¢ per hour to \$1.25 per hour, on the basis that the surplus in the Stabilization Fund will be utilized to reduce the contribution until the Stabilization Fund is exhausted.

ARTICLE XXIII – TIME CLOCKS

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

ARTICLE XXIV – ILLNESS AND INJURY

24.01 If an employee is injured while at work and is required to leave the store for medical attention, the employee will be paid for the balance of the employee's shift during which the accident occurred provided such injury requires the employee's absence from work for the balance of the shift.

24.02 An employee absent due to illness or accident shall not be discharged during the period of the employee's 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.

24.03 An employee temporarily unable to perform his previous duties due to an injury received in the employ of the Company, who can return to work under temporary medical restriction, may be assigned by the Company to a temporary modified work program, within the employee's own job classification or given such other work as is available and which the employee is capable of performing, following agreement regarding such program, among the W.S.I.B. Rehabilitation Counsellor, the Health & Safety Department, the District Manager or the District Manager's appointee, and the employee concerned. The Company will endeavour to notify the Union representative as soon as possible regarding the date of any Return-to-Work meeting that may be scheduled.

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

ARTICLE XXV – O.H.I.P.

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

ARTICLE XXVI – BENEFITS

26.01 The following benefits shall be provided:

- (a) The Company agrees to provide an Optical Plan for part-time employees with three (3) years of continuous service who work six hundred (600) hours per calendar year, on the basis of a ten (\$10.00) dollar deductible and with an eighty (80%) percent co-insurance feature. The plan shall provide a benefit for employees only, and for dependents of an eligible employee who are under age 18 and who are not covered by any other Plan, of up to three hundred (\$300.00) dollars effective July 1, 2022 over two (2) consecutive years for frames, lens, and prescription glass, and up to three hundred (\$300.00) dollars effective July 1st, 2022 over two (2) consecutive years for artificial eyes, services of visual training, and non-cosmetic corrective prescription

- (d) An employee who does not accumulate six hundred (600) hours in the previous calendar year will not be eligible to the sick leave described in subparagraph 26.02 (a) regardless of service or previous entitlement to sick leave.
- (e) Effective within 2 weeks following March 10, 2022, where an Employee has qualified for benefits in accordance with the Collective Agreement for the calendar year 2022, they shall be entitled to sick time as noted above in paragraph (a).

ARTICLE XXVII – SUCCESSORS AND ASSIGNS

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

ARTICLE XXVIII – DURATION AND TERMINATION

28.01 This Agreement shall continue in effect until the 16th day of November, 2025 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.

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

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by its duly authorized representatives this 09th day of December, 2022.

FOR LOCAL UNION 175

Rick Alagierski
Rick Alagierski

Gregg Boyachuk
Gregg Boyachuk

Christine Fitzgerald
Christine Fitzgerald

George Lacasse
George Lacasse

Tracy Lovejoy
Tracy Lovejoy

Stephen Maunder
Stephen Maunder

Tony Morello
Tony Morello

Linda Souliere
Linda Souliere

Rita-Lynn Swiderski
Rita-Lynn Swiderski

Robin Wilson
Robin Wilson

FOR LOCAL UNION 633

John DiNardo
John DiNardo

Marylou Mallett
Marylou Mallett

FOR THE COMPANY

Norma Boyle
Norma Boyle

Kelly Dobbyn
Kelly Dobbyn

Gary Grant
Gary Grant

Matthew Healey
Matthew Healey

Steve Jones
Steve Jones

Peter Marlow
Peter Marlow

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

1) For Employees Hired After March 25, 2012:

<u>Hours</u>		<u>Progression</u>	<u>21-Nov-21</u>	<u>20-Nov-22</u>	<u>19-Nov-23</u>	<u>17-Nov-24</u>
0 – 300	1	MW				
301 – 600 hrs	2	MW + \$0.05				
601 – 1000 hrs	3	MW + \$0.10				
1001 – 1500 hrs	4	MW + \$0.15				
1501 – 2000 hrs	5	MW + \$0.20				
2001 – 2600 hrs	6	MW + \$0.25				
2601 – 3200 hrs	7	MW + \$0.30				
3201 – 3800 hrs	8	MW + \$0.35				
3801 – 4500 hrs	9	MW + \$0.70				
4501 hrs+	10		MW+\$1.45	MW+\$2.00	MW+\$2.20	MW+\$2.25

MW = Minimum Wage

2) Student Wage Progression

Applicable to part-time employees who are students under 18 years of age:

<u>Hours</u>	
0-1250	SMW
1251-2000	SMW + \$0.05
2001 and over	SMW + \$0.10

SMW = Student Minimum Wage

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

3) For Part Time Meat Cutters Hired After March 25, 2012

<u>PT Meat Cutter</u>	<u>Progression</u>	<u>21-Nov-21</u>	<u>20-Nov-22</u>	<u>19-Nov-23</u>	<u>17-Nov-24</u>
Start	MW				
6 Months	MW + \$0.50				
12 Months	MW + \$1.00				
18 Months	MW + \$1.50				
24 Months	MW + \$2.00				
30 Months		\$23.00	\$23.40	\$23.80	\$24.20

SCHEDULE "B"

Local Union 175 is recognized as the exclusive bargaining agent of part-time employees, employed in the applicable outlets of Metro Ontario Pharmacies Limited located in the Retail Stores of the Metro Ontario Inc. in the Province of Ontario. Such employees, who shall be required to have successfully completed an accredited course for Pharmacist's Assistants at a recognized College, or, have equivalent experience obtained by working with a licensed Pharmacist for a period of not less than two (2) years, shall be covered by the terms and provisions of the Collective Agreement expiring on November 16, 2025 between Local Union 175 and Metro Ontario Inc., except as follows:

- (1) An employee hired after March 25, 2012 shall be paid in accordance with the progressions and hourly wage rates set out in Schedule "A" (1).
- (2) References made to District Manager shall mean District Manager, Metro Ontario Pharmacies Limited, and similarly, references made to Store Manager shall mean Pharmacy Manager.

SCHEDULE "C"

The Company may employ part-time Courtesy Clerks whose duties will include, but not be limited to parceling, parcel-pick-up, buggy collection, carry outs, cleaning and sweeping of the store, price checks, product returns, replenishing grocery bags and handling of water jug returns. 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.
- (ii) Courtesy Clerks hired shall be subject to the wage progression outlined in Part-time Schedule A.
- (iii) In the event that the Company has an opening for an additional regular part-time employee, the Company will give preference to the senior Courtesy Clerk of the store in question who applies and has the skill and ability to do the job to be performed in a competent manner.

LETTER OF UNDERSTANDING #1

#1 - Training and Education Trust Fund

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 9th day of March, 2022, relating to the following matter.

The Company agrees to make a contribution to the Training and Education Trust Fund, of seven (7¢) cents per hour for all regular hours worked by full-time and part-time employees. The Company shall forward the contribution every four (4) weeks to the Union and shall include a list of employees, the number of regular hours paid and worked by each employee during each four (4) week period.

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

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

LETTER OF UNDERSTANDING #2

#2 - Training Candidates for Management

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 9th day of March, 2022, relating to the following matter.

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

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

LETTER OF UNDERSTANDING #3

#3 - Superstores

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the of 9th day of March, 2022, relating to the following matter.

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

less than \$300,000 - up to one (1) Assistant Manager

\$300,000 to \$399,999 - up to two (2) Assistant Managers

\$400,000 to \$599,999 - up to three (3) Assistant Managers

\$600,000 and over - up to four (4) Assistant Managers

LETTER OF UNDERSTANDING #4

#4 - Store Management

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 9th day of March, 2022, relating to the following matter.

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

LETTER OF UNDERSTANDING #5

#5 - Pharmacists

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 9th day of March, 2022, relating to the following matter.

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

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

LETTER OF UNDERSTANDING #6

#6 - Scanning

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 9th day of March, 2022, relating to the following matter.

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

LETTER OF UNDERSTANDING #7

#7 - Central Cutting

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 9th day of March, 2022, relating to the following matter.

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

LETTER OF UNDERSTANDING #8

#8 - Stewards

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 9th day of March, 2022, relating to the following matter.

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

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

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

LETTER OF UNDERSTANDING #9

#9 - Article 20.01

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 9th day of March, 2022, relating to the following matter.

No full-time employee shall be laid off as a direct result of the introduction of changes to Article 20.01.

LETTER OF UNDERSTANDING #10

#10 - Substance Abuse, Armed Robberies, LTD or WSIB

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 9th day of March, 2022, relating to the summary of Company employee assistance programs, as follows.

Re: Substance Abuse

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

- (b) If the Company believes that an employee is experiencing an Alcohol or Drug Addiction problem, it will inform the Union Representative and arrange a meeting with the employee concerned. If the employee confirms that the employee has such a problem, then the conditions set out in paragraph (a) will apply.

Re: Armed Robberies

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

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

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

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

LETTER OF UNDERSTANDING #11

#11 - Closure or Sale of Store

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 9th day of March, 2022, relating to the following matter.

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

LETTER OF UNDERSTANDING #12

#12 - Conversions to Food Basics

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 9th day of March, 2022, relating to the following matter.

FULL-TIME OPTIONS

- a) Employees may exercise bumping options under the Metro Collective Agreement.
- b) Employees in the closing store may elect to terminate their employment, and receive an enhanced severance at three (3) times Employment Standards Act (ESA) on the following basis:
 1. All years of continuous service, F/T and P/T., as well as part years of service.
 2. (a) Employees with less than five (5) years' service will not be eligible for buyouts.
 - (b) No twenty-six (26) week cap, but a cap of \$75,000.
 3. Minimum payment to any employee of \$500.00.
 4. The above buy-out shall be reduced by any buy-down received from the Company previously, that was not as a result of a conversion to Super Fresh.

PART-TIME OPTIONS

- 1) Employees may exercise bumping options under the terms of the Metro Collective Agreement.

- 2) Terminate employment and receive an enhanced severance package of three times (3X) their average hours worked based on the formula of six (6) months to calculate the average hours worked for P/T payment calculation, back from the date of the closure announcement, substituting for weeks where an employee was on vacation, leave of absence, maternity or parental leaves, bonafide illness.
 - i) Employees with less than five (5) years' service will not be eligible for buyouts.

 - ii) All years of service will be calculated with no twenty-six (26) week cap, minimum payment of five hundred dollars (\$500.00), and a cap of \$35,000.

 - iii) The above buy-out shall be reduced by any buy-down received from the Company previously, that was not as a result of a conversion to Super Fresh.

- 3) Employees may elect to terminate employment and accept a P/T job at the Food Basics store, and receive an enhanced package at 1 1/2 times ESA severance on the following basis:
 - i) Employees with less than five (5) years' service will not be eligible for buydowns.

 - ii) All years of service and part thereof.

 - iii) No twenty-six (26) week cap, but with a cap of \$35,000.

LETTER OF UNDERSTANDING #13

#13 - Conversions to Barn Markets

This letter shall confirm the understanding reached by the Parties during negotiations with respect to the currency of the Collective Agreement dated the 9th day of March, 2022, regarding the conversion of Metro stores to the “Barn Markets” Collective Agreement.

- 1) The Parties agree that no store will be converted to the “Barn Markets” Collective Agreement unless it is approved by the Union. The Company in each case will have to demonstrate to the Union that the store in question qualifies for such conversion based on it meeting three or more of the following criteria:
 - a) new competitive threat
 - b) significant capital investment
 - c) sales decline
 - d) declining store contribution (profit/loss)
 - e) lease renewal

- 2) The following is applicable to employees of stores that convert to the “Barn Markets” Collective Agreement after March 25, 2012:
 - a) If an employee of a store ends up in a store covered by the above Collective Agreement during this process, the employee will be given one and one-half (1 ½) weeks’ pay per year of service.

5) Health and Welfare Benefits

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

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

LETTER OF UNDERSTANDING #14

#14 - Sick Time

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 9th day of March, 2022, relating to the following matter.

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

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

This letter of understanding shall expire on November 16, 2025.

LETTER OF UNDERSTANDING #15

#15 - Sunday Schedule

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 9th day of March, 2022, relating to the following matter.

The Collective Agreement includes a provision whereby employees hired after October 5, 2003 are not entitled to receive Sunday premium of \$1.60 per hour, and may be scheduled to work on Sunday (no longer voluntary). The following points of clarification are provided in order to assist the application of this language.

- 1) This provision applies to any individual hired either full time or part time whose employment date occurs after October 5, 2003, or to any employee who is advanced from part time to full time status after October 5, 2003 and whose part time employment date occurred after October 5, 2003.
- 2) A provision in the Ontario Employment Standards Act, when combined with the language in the Collective Agreement, allows the Employer to schedule on Sunday an employee who was hired after October 5, 2003, providing the employee was told at the time that the employee was hired that the possibility of being scheduled on Sunday is a condition of the employee's employment.
- 3) It has been a practice of longstanding that the Employer determines what combination of full-time hours and part time hours it requires on Sunday, and that full time

LETTER OF UNDERSTANDING #16

#16 - Starbucks

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 9th day of March, 2022, relating to the following matter.

The following summarizes our discussion regarding the installation of Starbucks operations in identified Metro stores that are subject to the Collective Agreement between the parties dated March 10, 2022. Starbucks at these locations will be considered to be part of the store, managed by the Store Manager and covered by the aforementioned Collective Agreement. The following sets out those Collective Agreement terms applicable to the Starbucks that differ from said Collective Agreement.

- a) All bargaining unit employees, full-time and part-time, who work in the Starbucks, will be covered by the terms of the main body of the Collective Agreement, except that the Starbucks will be a separate department in the store for all purposes. That is to say, there will be no posting, bumping, or claiming of hours into or out of the Starbucks, except as follows:
 - 1) Only during the initial staffing of the Starbucks, the Company will consider applications from existing employees of the store in question, but the selection of the successful candidates, including from among external applicants, shall be solely at the Company's discretion. Should an existing employee be selected, the employee will maintain the employee's seniority and pay rate in the Starbucks.

2) Any Starbucks employee who transferred from the store in question during the initial staffing as per #1 above, may elect to exercise the employee's seniority to return to the main body of the store in question, only in the event that (a) the Starbucks closes, or (b) such employee if part-time has not been scheduled hours in the Starbucks for four (4) consecutive weeks (with such election barring any subsequent return to the Starbucks).

b) **Main Body of the Full-Time Collective Agreement**

1.04 (b) Amended to provide that an Assistant Store Manager may work in the Starbucks on a hands-on basis, on the same basis as set out in Article 1.04 (b) for new stores.

10.01 Amended to provide that the regular work week for a full-time employee will be scheduled within the period Sunday to Saturday, which means that Sunday can be scheduled as part of the regular schedule of work.

10.01 (a) Amended by deleting "(normally Saturday and Sunday)".

Schedule "A"

(1) A Starbucks Clerk shall receive the same hourly rate of pay as a Stock Clerk / Service Clerk as set out in Schedule "A" of the main body of the full-time Collective Agreement.

(2) Any employee assigned by the Company at its sole discretion to be a Starbucks lead hand will be paid a premium of one (\$1.00) dollar per hour for all assigned hours.

c) **Main Body of the Part-Time Collective Agreement**

Schedule "A"

A Starbucks Clerk shall receive the same hourly rate of pay as set out in Schedule "A" of the main body of the part-time Collective Agreement.

LETTER OF UNDERSTANDING #17

#17 - E-Commerce

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 9th day of March, 2022, relating to the following matter

The E-commerce Department is a separate department of the store in which it is located. It is covered by the terms of the applicable collective agreement, subject to the following modifications:

1) Management

The E-commerce Department will be managed by an Assistant Store Manager, who may work in the department on a hands-on basis as follows:

- a) May perform hands-on E-commerce department work during the setup of the E-commerce department and for the four (4) weeks following the department's opening.
- b) May perform hands-on basis E-commerce department work "in a pinch" on those unexpected and unusual occasions when department staff is swamped with orders to be filled.

2) The department will be staffed as follows:

- a) An E-commerce Department Head compensated as per a Grocery Department Head.

- b) An Assistant E-commerce Department Head compensated as per an Assistant Produce Department Head.
 - c) 4 FT Personal Shoppers (Pickers) compensated as per FT Clerks.
 - d) 16 Part Time employees (Pickers) compensated as per PT Clerks.
- 3) Employees may apply to work in the E-commerce Department in accordance with the provisions of their Collective Agreement. Applicants will be selected by seniority provided they meet the skill and qualifications requirements of the E-commerce business, which includes exceptional customer service, interpersonal skills and efficiency while demonstrating a care and concern for customer shopping as if they were shopping for their own families, being tech savvy and providing service to store pick-up customers.
- 4) Existing employees who transfer into the E-commerce Department will be subject to a probationary period of thirty (30) working days. During the probationary period, employees may return to their former position if their probation is unsuccessful, or if they so choose.
- 5) Full Time Employee Scheduling
- a) The regular work day will be scheduled between the hours of 6 am and 10 pm. On a rotation basis, employees may be required once every four (4) weeks to work a week of five (5) shifts ending at 10 pm. This will be implemented on a trial basis, subject to review by both parties.

- b) The alternative work week will not apply to employees who work in the E-commerce Department.
 - c) E-commerce clerks may be required to complete their regular work day elsewhere in the store if there is insufficient work in the e-comm dept.
- 6) Scope of Work
The E-commerce clerk will select product throughout the store in order to complete the customers' orders. However, in the performance of their roles, the E-commerce clerks will not pick product from the service portion of the following fresh departments: service fish, service deli, service bakery, service meat and service produce (cut fruit).
- 7) In the event that the parties require changes to this letter, the changes must be mutually agreed.

LETTER OF UNDERSTANDING #18

#18 - Afternoon Shift

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 9th day of March, 2022, relating to the following matter

- When a vacancy exists on the afternoon shift, the Company will identify the position as an afternoon shift position.
- The afternoon shift shall be Monday to Friday and scheduled 30 minutes after the store closes backwards to provide for an 8-hour shift except on the employee's short day (ie. Store closes at 10:00 p.m. and shift is 2 p.m. to 10:30 p.m.).
- The afternoon shift will be applicable to a 36 and/or 37-hour work week
- All full-time employees hired after March 9, 2022 may be scheduled to work a straight afternoon shift.
- Part-time employees hired after March 9, 2022 who advance to FT may be scheduled to work a straight afternoon shift.
- Full-time employees hired prior to March 9, 2022 will continue to have the option to volunteer to work the afternoon when an afternoon shift becomes available. If an employee accepts an afternoon shift position, they will have six weeks to determine whether they wish to remain in the afternoon shift or revert back to their

LETTER OF UNDERSTANDING #19

#19 - Click and Collect

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 9th day of March, 2022, relating to the following matter:

Click and Collect service will continue to be offered to customers in Metro Stores. Click and Collect service will be filled from the Grocery and/or Front-End Department. The work assignment will be made among those who are qualified, as defined below, and are scheduled at the time the orders are received.

Employees must meet the skill and qualifications requirements of the Click and Collect business, which includes exceptional customer service, interpersonal skills and efficiency while demonstrating a care and concern for customer shopping as if they were shopping for their own families, being tech savvy and providing service to store pick-up customers. Employees will be provided training opportunities by seniority if they so request.

In stores that have high volumes of Click and Collect sales, a separate schedule may be made identifying Employees scheduled to work Click and Collect in accordance with article 10.06 (new as of March 9, 2022) and in any event scheduling of hours of work shall at all times be in accordance with the Collective Agreement. The Company agrees Management will not perform duties related to Click and Collect, except in a pinch on those unexpected and unusual occasions when store staff are otherwise unavailable.

LETTER OF UNDERSTANDING #20

#20 - Part-time Meat Cutter

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 9th day of March, 2022, relating to the following matter:

Notwithstanding article 1.02 of the Collective Agreement, the parties have agreed to introduce a part-time Meat Cutter position, for qualified individuals, within the Collective Agreement and recognized to be part of Local 633.

The introduction of this new position will not change the current use of part-time employees, who are members of Local 175 in the Meat Department.

It is agreed that a part-time Meat Cutter will not cause the layoff of, displace, replace or prevent the hiring of a full-time Meat Cutter. Further, a part-time Meat Cutter will be utilized in accordance with article 9.02 (e) of the full-time Main Body.

In the event an Appendix 'A' Full Time meat cutter steps down to Part Time, their pay rate shall correspond with the Full-Time meat cutter rate/scales either hired prior to August 10, 1997 and/or hired after August 10, 1997 and before March 25, 2012.

- Notes:**
- i) Main Body Full Time meat cutter rate/scale will be added as a new Part Time meat cutter wage progression – New 3).
 - ii) Appendix 'A' Full time Schedule 'A' Local Union 633 rate/scale for Employees hired

LETTER OF UNDERSTANDING #21

#21 - Benefits

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 9th day of March, 2022, relating to the following matter

As part of the recent contract negotiation the parties agreed to convene a committee of up to ten (10) members, consisting of up to five (5) Union and up to five (5) Company representatives, to review and provide recommendations for an updated benefit structure. The committee may engage the service of consultations, paid for by the Company, to provide analysis and market information and general benefits consultations.

The goal of the committee is to bring forward a more efficient benefits approach whereby the cost savings would be used to provide enhancements in the benefit offering.

The base line cost will be as of the date of ratification of the agreement. The new offering will include benefits past age 65 that were included in the Memorandum of Settlement dated-May 26th, 2022.

Each party will inform the other of their committee members by June 10, 2022. The committee will meet and begin their work by September 10, 2022. The final recommendation will be presented to the Union Local and the Company by March 9, 2022 and in the case of the Union, the revised benefit plan must be subject to ratification by the membership.

The local Union and the Company will determine implementation steps and timelines.

LETTER OF UNDERSTANDING #22

#22 - Benefits Continuation for Employees age 65 and Over

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 9th day of March, 2022, relating to the following matter.

The Company agrees to continue to provide benefits to eligible full-time and part-time employees in its employ of the Company after they reach age 65, in accordance with all the applicable and relevant provisions of the Collective Agreement, subject to the following exceptions:

- The Long-Term Disability Plan will not be offered to employees age 65 or over; and,
- The Ontario Provincial Drug Plan will be the first payer and the Company's group benefit plan will be the second payor.
- The Short-Term Disability Plan restriction at age 70 will no longer apply.

Benefits for eligible employees age 65 or over shall be effective as of the first day of the month following 90 days from the date of ratification.

LETTER OF UNDERSTANDING #23

#23 - Signing of Letters of Understanding

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 9th day of March, 2022, relating to the following matter.

The Company and the Union agree that the following list of Letters of Understanding have been agreed to and forms part of the Collective Agreement, and the signing of this letter has the effect of signing each letter on the list. The list is as follows:

MAIN BODY LETTERS OF UNDERSTANDING

- Letter #1 - Training and Education Trust Fund
- Letter #2 - Training Candidates for Management
- Letter #3 - Assistant Store Managers
- Letter #4 - Store Management
- Letter #5 - Pharmacists, Pharmacy Students, Regulated Pharmacy Technicians
- Letter #6 - U-Scan
- Letter #7 - Central Cutting
- Letter #8 - Utilization of Stewards
- Letter #9 - Article 20.01
- Letter #10 - Substance Abuse
- Letter #11 - Mutually Agreeable Alternatives
- Letter #12 - Conversions to Food Basics
- Letter #13 - Conversions to Barn
- Letter #14 - Post 3-25-12 FT Absence Due to Sickness
- Letter #15 - Sunday Schedule
- Letter #16 - Starbucks
- Letter #17 - E-Commerce

- Letter #18 - Afternoon Shift
- Letter #19 - Click and Collect
- Letter #20 - Part-time Meat Cutter
- Letter #21 - Benefits
- Letter #22 - Benefits Continuation for Employees age 65 and Over
- Letter #23 - Signing of Letters of Understanding

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by its duly authorized representatives this 09th day of December, 2022.

FOR LOCAL UNION 175

John DiNardo

John DiNardo

FOR THE COMPANY

K. Dobbyn

Kelly Dobbyn

APPENDIX "A" - LETTERS OF UNDERSTANDING

- Letter #12 - Conversions to Food Basics
- Letter #24 - FT Assurance of Employment
- Letter #25 - PT Store Closure Hours
- Letter #26 - Alternative Work Week
- Letter #27 - MFM Pension Programme

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by its duly authorized representatives this 09th day of December, 2022.

FOR LOCAL UNION 175

John DiNardo

John DiNardo

FOR THE COMPANY

K. Dobbyn

Kelly Dobbyn

APPENDIX "A"

Full Time Employees

- 9.02 The principles of seniority shall be recognized by the Company. Lay-offs due to lack of work, and recalls, shall be made on the basis of seniority, provided that the senior employee has the skill and ability to do the job in a competent manner. In the event a service or stock clerk or a meat cutter is to be laid off out of seniority order within the employee's classification, where lack of skill and ability is a factor, such employee if the employee so requests shall receive the normal training in order to qualify the employee to displace a junior employee within the employee's own classification, or may exercise bumping rights providing the employee has the skill and ability to do the job in a competent manner into an equivalent or lower job classification, or into the meat cutter classification if the employee is a member of Local 633, or into the Bakery Department Head classification if the employee is a Bake-Off Department Head.
- 9.02 (b) With the exception of the meat cutter or Bakery Department Head classifications as addressed in Article 9.02 above, employees may not bump up from a classification with a lower end-rate to a classification with a higher end-rate. For this purpose, end-rate shall mean the highest end-rate paid in each job classification.
- 9.02 (f) An employee who has been reassigned or displaced under this clause may apply to be returned to a store closer to the employee's home. Such application will be made in writing to the Personnel Department, and shall not be effective for two (2) weeks from the date the

ARTICLE XI – WAGE RATES

- 11.01 (a) The Company agrees to pay and the Union agrees to accept for the term of this Agreement, the classifications and weekly salaries applicable thereto as set forth in Schedules “A”, “B”, and “D”.
- i) Full time employees who are at an end rate of pay and active on the payroll shall receive the following, unless otherwise noted in the schedules:
- (a) November 21, 2021: An increase of 60 cents per hour,
 - (b) November 20, 2022: A lump sum payment of \$1750.00,
 - (c) November 19, 2023: An increase of 60 cents per hour,
 - (d) November 17, 2024: A lump sum payment of \$1750.00.
- ii) All employees in receipt of a wage progression rate of pay will not receive the above increases, and will only receive wage progressions until such employee reaches an end rate of pay.
- 11.01 (c) Merit increases will not delay or affect the regular increases to which an employee is entitled in accordance with Schedules “A”, “B” and “D”.
- 11.01 (f) An employee who is absent from work due to illness or accident shall not receive salary increments either in the form of a negotiated increase (if absent from work on the expiry date of the Agreement), or as set out in Schedules “A”, “B”, and “D”, until such time that the

been on lay-off for thirty (30) days or more as of December the 1st and pay will be based upon the number of months worked in the qualifying year.

11.01 (j) With respect to the rate of pay of a new full-time employee who has been advanced from part-time, where thirty-seven (37) times such employee's part-time hourly rate of pay does not correspond with a progression rate as set out in Schedules "A", "B" and "D" of the full-time Collective Agreement, such employee shall receive the next higher progression rate providing that such rate does not exceed thirty-seven (37) times the part-time rate by more than five (\$5.00) dollars.

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

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

- (v) The Company agrees to investigate and correct situations wherein the Company's practice has been to regularly work a full-time employee between two (2) stores; and where following the lay-off of such an employee, it is brought to the Company's attention that two (2) or more part time employees, within the same job classification at these same stores, are working a split week of approximately thirty-seven (37) hours.

The consideration of scheduling between two (2) stores shall only apply for the six (6) month period following the lay-off of such an employee regularly working between those stores.

27.04 Should the employment of a full-time employee be terminated as a result of death, retirement, resignation, discharge for cause which is not in dispute, or voluntary reduction to part-time, but not as a result of lay-off or store closing, or in the event the minimum number of full-time employees is less than the provisions outlined in 27.02 of this Agreement, the resulting vacancy shall be filled within one month from among full-time employees on lay-off with recall rights who were hired prior to July 1, 1994 and provided they have the skill and ability to do the job in a competent manner.

ARTICLE XXVIII – WELFARE

Articles 28.01 (b), (c), (d), (e), (h), (i) and (j) of the main body of the Collective Agreement shall not apply, shall be replaced by 28.01 (b), (c) and (d) as follows:

28.01 (b) Employees absent from work due to illness or non-occupational accident, will receive one (1) day's pay for each day absent up to a maximum of nine (9) days per

year, non-cumulative. The maximum payable for any individual absence is three (3) days. The employee will not be asked for a doctor's certificate for every absence but the Company reserves the right to request a doctor's certificate for absences that are repeated or appear habitual. Employees will be eligible for sick pay on Sunday if the Sunday in question is part of the employee's regular work week.

(c) Weekly Indemnity for full-time employees shall be paid as follows:

Eligibility:

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

Benefits:

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

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

previous disability and commences after the return to full-time employment.

Limitations:

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

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

- (d) The Optical Plan provides benefits to eligible full-time employees of \$200.00 (two hundred and twenty-five (\$225.00) dollars, effective January 1, 2019) every twenty-four (24) months. Laser eye surgery will be covered within the existing vision care benefit maximum of \$200 every 24 months.

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

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

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

	<u>21-Nov-21</u>	<u>20-Nov-22</u>	<u>19-Nov-23</u>	<u>17-Nov-24</u>
Service Clerk	\$870.10	\$870.10	\$892.30	\$892.30
Journeyman Meat Cutter	\$906.28	\$906.28	\$928.48	\$928.48

2) Meat Department Employees hired after August 10, 1997 and before March 25, 2012

	<u>21-Nov-21</u>	<u>20-Nov-22</u>	<u>19-Nov-23</u>	<u>17-Nov-24</u>
Service Clerk	\$20.55	\$20.55	\$21.15	\$21.15
Meat Cutter	\$23.00	\$23.40	\$23.80	\$24.20

3) Meat Department Employees Hired Prior to March 25, 2012

	<u>21-Nov-21</u>	<u>20-Nov-22</u>	<u>19-Nov-23</u>	<u>17-Nov-24</u>
a) *Seafood Department Head;	\$876.72	\$876.72	\$898.92	\$898.92
b) Deli Department Head	\$971.85	\$971.85	\$994.05	\$994.05
c) ** Assistant Meat Department Head	\$930.01	\$930.01	\$952.21	\$952.21
d) *** Meat Department Head Meat Volume				
Under 11,100	\$946.98	\$946.98	\$969.18	\$969.18
11,101 to 22,200	\$957.16	\$957.16	\$979.36	\$979.36
22,201 to 34,000	\$977.50	\$977.50	\$999.70	\$999.70
34,001 to 45,800	\$991.07	\$991.07	\$1013.27	\$1013.27
45,801 to 57,500	\$996.73	\$996.73	\$1018.93	\$1018.93
57,501 and over	\$1018.20	\$1018.20	\$1040.40	\$1040.40
e) Assistant Deli Department Head	\$879.13	\$879.13	\$901.33	\$901.33

* There will be a Seafood Department Head in a store with a full-service Seafood Department.

** There will be an Assistant Meat Department Head in each store where there are three (3) or more meat cutters including the Meat Department Head and the Assistant Meat Department Head.

*** Based on Average Meat Department sales for previous four (4) Quarters. There will be a Meat Department Head in each store covered by this Agreement in which there is a Meat Department.

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

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

	<u>21-Nov-21</u>	<u>20-Nov-22</u>	<u>19-Nov-23</u>	<u>17-Nov-24</u>
Service Clerk	\$870.10	\$870.10	\$892.30	\$892.30
Stock Clerk	\$870.10	\$870.10	\$892.30	\$892.30

2) Grocery and Produce Department Employees hired after August 10, 1997 and before March 25, 2012

	<u>21-Nov-21</u>	<u>20-Nov-22</u>	<u>19-Nov-23</u>	<u>17-Nov-24</u>
Stock Clerk, Service Clerk	\$20.55	\$20.55	\$21.15	\$21.15

3) Grocery and Produce Department Employees Hired Prior to March 25, 2012

	<u>21-Nov-21</u>	<u>20-Nov-22</u>	<u>19-Nov-23</u>	<u>17-Nov-24</u>
a) *** Head Cashier – Store Volume				
200,000 or less	\$911.94	\$911.94	\$934.14	\$934.14
Over 200,000	\$919.85	\$919.85	\$942.05	\$942.05
b) ** Produce Dept. Head – Produce Volume				
Under 6,500	\$911.93	\$911.93	\$934.13	\$934.13
6,501 to 14,400	\$919.85	\$919.85	\$942.05	\$942.05
14,401 to 22,000	\$931.15	\$931.15	\$953.35	\$953.35
22,201 to 30,000	\$944.72	\$944.72	\$966.92	\$966.92
30,001 to 40,500	\$952.63	\$952.63	\$974.83	\$974.83
40,501 and over	\$971.85	\$971.85	\$994.05	\$994.05
c) *** Grocery Department Head Store over \$107,800 Weekly Volume Only				
107,800 to 142,500	\$919.85	\$919.85	\$942.05	\$942.05
142,501 to 171,200	\$931.15	\$931.15	\$953.35	\$953.35
171,201 to 197,300	\$944.72	\$944.72	\$966.92	\$966.92
197,301 to 261,400	\$952.63	\$952.63	\$974.83	\$974.83
261,401 and over	\$971.85	\$971.85	\$994.05	\$994.05

	<u>21-Nov-21</u>	<u>20-Nov-22</u>	<u>19-Nov-23</u>	<u>17-Nov-24</u>
d) *** Dairy Department Head Stores over 136,600	\$883.66	\$883.66	\$905.86	\$905.86
e) **** Floral Department Head	\$876.72	\$876.72	\$898.92	\$898.92
f) * Assistant Produce Department Head	\$879.13	\$879.13	\$901.33	\$901.33
g) Bake-Off Department Head	\$901.31	\$901.31	\$923.51	\$923.51
h) Assistant Head Cashier	\$879.13	\$879.13	\$901.33	\$901.33

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

** Based on Average Produce Department Sales for previous (4) four Quarters.

*** Based on Average Total Store Sales for previous four (4) Quarters.

**** There will be a Floral Department Head in a store where there is a full-service Floral Department that does sales of \$6,000 per week or more on a four (4) quarter basis.

***** There will be a Produce Department Head in each store covered by this Agreement in which there is a Produce Department. There will be a Grocery Department Head in each store having a volume over \$107,800 per week based on the average total store sales for the previous four (4) quarters. There will be a Head Cashier in each store.

SCHEDULE "C"

- (3) Article XI and Schedule "B" are deleted for the purposes of Schedule "C", and replaced with the following:
- (a) Pharmacist's Assistants hired prior to August 10, 1997, shall be paid in accordance with the progression schedule for clerks set out in Schedule "B" (1), which has been amended to reflect the wage increases set out in 11.01 (a) (i) above.
 - (b) Wage Progression for Pharmacist's Assistants hired after August 10, 1997 and before March 25, 2012 is as set out for clerks in Schedule "B" (2) and 11.01 (a) (i) and (ii) above.
 - (c) A Christmas Bonus shall be paid to all regular full-time employees in the bargaining unit to be computed as follows:
 - (i) Employees with three (3) months' service as of December 1st of such year shall receive one-quarter (1/4) of one week's pay at their regular weekly rate as of such December 1st.
 - (ii) Employees with six (6) months' service as of December 1st of such year shall receive one-half (1/2) of one week's pay at their regular weekly rate as of such December 1st.
 - (iii) Employees with nine (9) months' service as of December 1st of such year shall receive three-quarters (3/4) of one week's pay at their regular weekly rate as of such December 1st.

SCHEDULE "D"

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

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

- 1) Employees may be scheduled to commence their shift at four (4:00) a.m., and shall receive a premium of eighty (.80¢) cents per hour for all hours worked from four (4:00) a.m. to eight-thirty (8:30) a.m.

- 2) Employees hired prior to August 10, 1997 shall be paid in accordance with the following schedule:

	<u>21-Nov-21</u>	<u>20-Nov-22</u>	<u>19-Nov-23</u>	<u>17-Nov-24</u>
Service Clerk	\$870.10	\$870.10	\$892.30	\$892.30
Decorator	\$870.10	\$870.10	\$892.30	\$892.30
Journeyman Baker	\$876.72	\$876.72	\$898.92	\$898.92

- 3) Bakery Department Employees hired after August 10, 1997 and before March 25, 2012.

	<u>21-Nov-21</u>	<u>20-Nov-22</u>	<u>19-Nov-23</u>	<u>17-Nov-24</u>
Service Clerk, Decorator	\$20.55	\$20.55	\$21.15	\$21.15
Baker	\$20.80	\$20.80	\$21.40	\$21.40

- 4) Bakery Department Head Hired before March 25, 2012.

	<u>21-Nov-21</u>	<u>20-Nov-22</u>	<u>19-Nov-23</u>	<u>17-Nov-24</u>
	\$962.02	\$962.02	\$984.22	\$984.22

Part Time Employees

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

- (b) Employees may be scheduled to commence a regular shift no sooner than nine (9) hours after the completion of a regular shift. Employees will be scheduled in a manner that will provide at least eleven (11) consecutive hours free from performing work in each day. (Day for this purpose will be defined as per the Employment Standards Act).
- (c) 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.
- (d) Senior part-time will be given preference for day-time work providing the store will have available sufficient employees for evening work with the required skills and qualifications. Solely for the purpose of this clause, day-time work shall be interpreted to end at 6:30 p.m.
- (e) The most senior twenty-five (25%) percent of the employees working on the front end of a store will have their hours scheduled each week over four (4) days only.

10.04 The hours of work will be assigned according to seniority, providing the senior employee has the required skill and competence to perform the work and is available. In the case of a part time employee with less than one (1) year's seniority, the Company will where practicable schedule

ARTICLE XI – WAGE RATE

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

i) Part time employees hired prior to August 10, 1997, who are at the end rate of pay and active on the payroll, shall receive the following:

- 1) November 21, 2021: An increase of 60 cents per hour
- 2) November 20, 2022: A lump sum payment of \$750.00
- 3) November 19, 2023: An increase of 60 cents per hour
- 4) November 17, 2024: A lump sum payment of \$750.00

ii) Part-time employees hired after August 10, 1997 and before March 25, 2012, who are at an end rate of pay and active on the payroll on November 21, 2022, shall receive the following:

- 1) November 20, 2022: A lump sum payment of \$500.00
- 2) November 17, 2024: A lump sum payment of \$500.00

iii) All employees in receipt of a wage progression rate of pay will not receive the above increases, and will only receive wage progressions until such employee reaches an end rate of pay.

Part-time employees who are students under 18 years of age and Courtesy Clerks, will be paid in

holiday payment of six (6) hours at the employee's regular rate. Such payment shall be made within four (4) weeks of a holiday except for reasons beyond the Company's control.

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

ARTICLE XXVIII – BENEFITS

26.01 The following benefits for employees only shall be provided.

a) Vision Care

Part-time employees become eligible on the January 1st or July 1st coincident with, or next following three years continuous employment with the employer, after which they will be continuously covered by the Plan, provided that they remain in such employment. The vision care plan has an annual qualifier of six hundred (600) hours worked in the prior calendar year.

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

Contact Lenses prescribed for severe corneal astigmatism, severe corneal scoring, keratoconus or aphakia, provided visual acuity can be improved to at least the 20/40 level by contact lenses, and cannot be improved to that level by regular glasses, but not more than \$300 effective July 1st, 2022 in any two consecutive calendar years will be payable.

Frames, lenses, including contact lenses other than as described above, and artificial eyes, but not more than three hundred \$300 dollars effective July 1st, 2022 every 24 months will be payable. Laser eye surgery will be covered within the existing vision care benefit maximum of three hundred \$300 dollars effective July 1st, 2022 every 24 months.

b) Prescription Drugs

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

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

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

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

26.02 (a) Part-time employees who have completed (5) years of service or more, and who have worked six hundred (600) hours in the previous calendar year will be eligible for sick leave, as follows:

(iv) Employees with five (5) or more years of service but less than eight (8) on January 1st will be entitled to 8 hours of sick leave;

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

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

<u>21-Nov-21</u>	<u>20-Nov-22</u>	<u>19-Nov-23</u>	<u>17-Nov-24</u>
\$20.20	\$20.20	\$20.80	\$20.80

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

<u>Hours</u>		<u>Progression</u>	<u>21-Nov-21</u>	<u>20-Nov-22</u>	<u>19-Nov-23</u>	<u>17-Nov-24</u>
0 – 300	1	MW				
301 – 600 hrs	2	MW + \$0.05				
601 – 1000 hrs	3	MW + \$0.10				
1001 – 1500 hrs	4	MW + \$0.15				
1501 – 2000 hrs	5	MW + \$0.20				
2001 – 2600 hrs	6	MW + \$0.25				
2601 – 3200 hrs	7	MW + \$0.30				
3201 – 3800 hrs	8	MW + \$0.35				
3801 – 4500 hrs	9	MW + \$0.70				
4501 hrs+	10		MW + \$2.00	MW + \$2.00	MW + \$2.20	MW + \$2.25
4501 hrs+ (at end rate as of Nov. 21, 2021)	10		MW + \$2.05	MW + \$2.05	MW + \$2.25	MW + \$2.25

MW = Minimum Wage

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

	<u>21-Nov-21</u>	<u>20-Nov-22</u>	<u>19-Nov-23</u>	<u>17-Nov-24</u>
Part-Time Meat Cutters	\$24.49	\$24.49	\$25.09	\$25.09

4) For Employees Hired After August 10, 1997 and before March 25, 2012:

	<u>21-Nov-21</u>	<u>20-Nov-22</u>	<u>19-Nov-23</u>	<u>17-Nov-24</u>
Part-Time Meat Cutters	\$23.00	\$23.40	\$23.80	\$24.20

SCHEDULE "B"

- (1) An employee hired prior to August 10, 1997, working in a pharmacy as described above, shall be paid in accordance with the progressions and hourly wage rates for part time employees set out in Schedule "A" (1) and 11.01 (a) (i) above.

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

LETTER OF UNDERSTANDING #12

#12 - Conversions to Food Basics

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 9th day of March, 2022 relating to the following matter.

FULL-TIME OPTIONS:

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

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

LETTER OF UNDERSTANDING #24

#24 - FT Assurance of Employment

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 9th day of March, 2022 relating to the following matter.

All full-time employees on the full-time payroll as of January 1, 2008 shall be given personal assurance of employment from the date of ratification to the expiration date of the Agreement.

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

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

In the event a junior employee was absent on WSIB/LTD on January 1, 2008 and subsequently returns to work, the employee 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.

LETTER OF UNDERSTANDING #25

#25 - PT Store Closure Hours

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 9th day of March, 2022, relating to the following matter.

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

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

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

- a) to be reduced to reflect any subsequent limitation on availability for work by such employee, resulting in the employee working less hours;

LETTER OF UNDERSTANDING #26

#26 - Alternative Work Week

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 9th day of March, 2022, relating to the following matter.

The Company will continue to offer full time employees the option of working the alternative work week in accordance with the agreed upon protocol. It is understood that it is not mandatory for any employee to participate in this program. It is also understood that agreed to changes to the Collective Agreement may be necessary to accommodate this program.

LETTER OF UNDERSTANDING #27

#27 - MFM Pension Programme

This letter shall confirm the understanding reached by the Parties during negotiations with respect to the currency of the Collective Agreement dated the 9th day of March, 2022 regarding the Pension Programme that applies to employees who previously were employed by Miracle Food Mart, and were members of the MFM Pension Plan at the time of its merger with the CCWIPP on January 1, 1995.

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

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

1. Effective January 1, 1979, a Pension Programme, separate and distinct from the Employer's existing programme, was established for Bargaining Unit Employees. Such programme included a Deferred Profit-Sharing Plan as well as a unit benefit pension plan subject to the jurisdiction of the Pension Commission of Ontario. Such programme is jointly administered by a committee of Trustees half to be appointed by the Employer and half by the Union.

It is the intent of the parties to reconsider the present structure of the Pension Programme with a view to the

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

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

10. In January of 2000, the Company agreed to contribute one (1) million dollars to provide for the following:
 - a) An increase in the percentage of the members' base earnings set out in (2) above, from 1.75% to 2.00%, up to the year that such additional contribution would provide.
 - b) Employees who opt to remain employed at a store that converts to the Barn, and who elect to commence early retirement prior to September 20, 2003, shall do so without actuarial reduction of pension if they have thirty (30) years' service and are fifty-five (55) years of age at the time.

11. The Company will contribute five point seven (\$5.7) million dollars to improve past service pension benefits for pre - July 1, 1994 service, up to a \$40.00 benefit for those full-time employees (Group I and Group II) below \$40.00 per month today. Such contribution will be amortized over a period not longer than fifteen years. The Parties recognize that for a period

ALTERNATE WORK WEEK

PROTOCOL WILL NOT FORM PART OF THE COLLECTIVE AGREEMENT

Full-Time

(hired prior to March 25, 2012)

Electing to participate in the program:

- Employees must make an election on an annual basis to participate in the 36 hour work week.
- It should be noted, employees can only make an election to participate in the alternate work week — once per calendar year.
- If during the course of the calendar year they decide that the program is not for them, they may return to the traditional 37 hour work week, but would not be eligible to return to the alternate work week, until the following year.
- Any exceptions to above must be mutually agreeable between the parties.

New Store Openings and reverting back to a standard work week:

- During periods of new store openings, employees in the new store will revert back to a standard work week (37 hours) for a 12 week period.

- If Store Operations can transition the employees back to the alternate work week, sooner than the full 12 weeks, they may do so at their discretion.

Major Remodels and reverting back to a standard work week:

- During periods of major remodels, employees in the remodel store will revert back to a standard work week (37 hours) for a 6 week period.
- Such period to commence at the Managers discretion.

Summer Point stores and reverting back to a standard work week:

- For stores identified as summer point stores, employees in these stores will revert back, at the Managers discretion, to a standard work week (37 hours) for a two month period from July 1 to August 31.
- Stores identified as summer point stores include: 132, 153, 159, 161, 173, 178, 193, 479.

Short Weeks (Statutory Holiday weeks) and reverting back to a standard work week:

- During short weeks (weeks in which a statutory holiday falls), as well as the week before Christmas, and the week before Thanksgiving, employees will revert back, at the Managers discretion, to a standard work week (37 hours).

Special Needs/Other consideration for reverting back:

- The parties agree that there may be additional weeks in which employees will be asked to revert back to a standard work week (37 hours).
- These requests will be on an individual basis, and will be based on unique or exceptional circumstances.
- Examples of the types of situations contemplated here include: Floral Departments reverting back around Valentines week, individual departments where there might be a high incidence of illness, etc.
- Not all situations can be anticipated and specifically addressed in this protocol.
- Suffice it to say that the parties agree that they have entered into this agreement in good faith and with the understanding that they will cooperate in addressing and resolving issues as they arise.
- In addressing issues, the parties agree that the needs of the business should have primary consideration.

Consecutive Days Off:

- Employees will be entitled to three (3) consecutive days off once per calendar year, based on the needs of the business and not to be used in conjunction with vacation.

Vacation Pay for individuals participating in the alternate workweek:

- If an employee elects to work the alternate work week — then vacation pay will be paid out at 36 hours.
- If they come off the program and revert back to a standard 37 hour work week then their future vacation pay will be paid out at 37 hours.
- Based on the December election to participate in the alternate work week — F.I.R. will receive a recap by store indicating who is participating in the program.
- Their standard hours will be changed to reflect a 36 hour work week, and their vacation entitlement will be set accordingly.
- If during the course of the year the employee elects to revert back to a standard 37 hour work week, the store Bookkeeper will have to complete a personnel update form to change their standard hours back to 37, and the employees vacation bank will be re-set accordingly.

Individual sick days:

- Individual sick days are considered 9 hours, subtracted from the bank of hours.
- The current formula for the bank of individual days sick pay is 37 hours divided by 5 = 7.4 hours X 9 days = 66.6 hours.

Short term disability/long term disability:

- On the Company provided sick form, the employee must indicate their standard hours which get reported to the Insurance Company.
- It is the employee's obligation to accurately report whether they are working a 36 or 37 hour work week.
- The Company reserves the right to audit hours reported, and misrepresentation of hours is subject to discipline up to and including termination.

WSIB:

- Same process as above for STD and LTD.

Pension accrual:

- Current pension accrual is based on 37 hours X 52 weeks = 1924 hours.
- On a 36 hour work week the accrual is 36 hours X 52 = 1872 hours.

Night Crew premiums:

- We are also in agreement that the night crew premium should apply for all hours worked.

Department Manager Relief Pay:

- Department Head relief pay is intended for individuals who are replacing a Department Head — who is absent for more than 3 scheduled shifts.

Bereavment Pay:

- Bereavement pay for employees participating in the alternate work week will be paid at 9 hours.

Christmas Bonus:

- Employees participating in the alternate work week will be paid Christmas bonus based on the 36 hours.

Long Service Leave Day:

- Long service leave day pay will be paid out at 9 hours if participating in the alternative work week.

Night Shift:

- Night leader premium (article 10.07) and relief of night leader.

- Company and Union representatives have agreed that the night leader premium will not be reduced for employees participating in the alternate work week.
- Additionally, an employee who has the responsibility of carrying the store keys on the night when the night leader is not scheduled shall receive the premium of seven (\$7.00) dollars per night.

Pharmacy:

- The parties agree in principle that the intent of this program is to provide an alternative (four day) work week option to employees which consists of 36 hours per week (Normally 4 days of 9 hours).
- Due to the Hours of Operation in Pharmacy this may result in an employee working a combination of varying length shifts to comprise the 36 hour four day work week.
- As an example — a Pharmacy may have the following hours of operation:
 - Monday to Friday 9:00 a.m. to 9:00 p.m.
 - Saturday 9:00 am, to 6:00 p.m.
 - Sunday 10:00 a.m. to 5:00 p.m.
- Based on the above hours of operation, a Pharmacy employee who is scheduled to work Saturday as one of their shifts, may only be scheduled to work 8 hours with a one hour meal period, or 8.5 hours with a half hour meal

period.

- In order to make up the additional half or full hour, then their hours during the week will have to be extended accordingly.

Evening Shift:

- Due to the Hours of Operation in the Pharmacy, a full time employee may be scheduled to work a shift of 10:00 a.m. to 6:30 p.m. — considered a day shift of 8 hours with a half hour meal period.
- With the alternate work week — this scheduled 9 hour shift may be 10:00 a.m. to 7:30 p.m.
- The parties agree that this will still be considered a day shift.
- If the extension of the shift by one hour results in the shift ending after 6:30, this will not be considered to be an evening shift under the collective agreement.