

COLLECTIVE AGREEMENT

between

WATERLOO SQUARE VALU MART

and

**UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 1977**

July 25, 2006

to

July 24, 2011

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COLLECTIVE AGREEMENT

between

WATERLOO SQUARE VALU MART
(hereinafter referred to as the "Employer")

and

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1977
(hereinafter referred to as the "Union")

ARTICLE 1 — PURPOSE

- 1.01 The Employer and the Union each represents that the purpose and the intent of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service, to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.

ARTICLE 2 — RECOGNITION

- 2.01 The Employer, Waterloo Square Valu Mart, a company incorporated under the laws of the Province of Ontario, recognizes the Union as the sole and exclusive bargaining agency for all employees at 75 King Street South, Waterloo, Ontario save and except Department Managers and persons above the rank of Department Manager.
- 2.02 A full time employee covered by this Agreement shall be an employee who is normally scheduled to work more than forty (40) hours per week.
- 2.03 A part time employee is one who is normally scheduled to work twenty-four (24) hours or less per week. The conditions of work of part time employees shall be governed by Appendix "A" of this Agreement.

ARTICLE 3 — UNION SECURITY

- 3.01 (a) It is agreed that all employees covered by this Agreement shall become and remain members of the Union in good standing as a condition of employment.
- (b) New employees shall make application for membership in the Union at the time of their hiring and shall become and remain members of

the Union in good standing, as a condition of employment. The Employer agrees that it will inform all new employees prior to or at the time of hiring of the Union security provisions of the Agreement.

(c) The Employer shall collect membership initiation fees as may be established by the Union and forward the application form and such fees to the Union with the regular monthly dues remittance.

3.02 The Employer shall, during the term of this Agreement, as a condition of employment, deduct from members of the bargaining unit the regular weekly Union Dues and such Dues shall be remitted to the Union prior to the 15th day of the month following the month in which such deduction is made. The Employer shall notify the Union of new full time employees' classification and rates of pay in addition to terminations, on a monthly basis. Deduction statements shall be documented by location, containing the full name of the employee and his starting date and Social Insurance Number **subject to the employee consenting to the use of his or her Social Insurance Number**. The Employer agrees to record the annual Union Dues deductions for each employee on his T4 Form.

3.03 In the event that such weekly dues and/or initiation fees are changed during the term of the Agreement, such change must be given to the Employer by notice properly authorized by Union Officials and shall become effective within one (1) month following the date the notice is received.

3.04 New employees shall be documented and documents forwarded to the Union Office within two (2) weeks of hiring.

3.05 In the case of all persons now in the employment of, or who enter into the employment of the Employer, it is agreed that as a condition of continued employment such person or persons shall become and remain a member in good standing of the Union.

3.06 The ninety (90) days of employment **for full time employees and forty-five (45) days or four (4) months (which ever occurs first) of employment for part time employees**, shall be considered a probationary period. It is understood between the Employer and the Union that a probationary employee shall be considered an employee for all purposes of the Agreement save that a probationary employee may be dismissed at any time during the probationary period with or without just cause.

3.07 (a) The Employer agrees to forward to the Union Office on a monthly basis, a complete alphabetical listing of all employees including their home address, starting date, department, telephone number and Social Insurance Number, **subject to the employees consenting to the use of his or her Social Insurance Number**, separated in full and part time.

(b) It shall be the duty of the employees to notify the Employer promptly in writing of any change in their address or phone number.

- 3.08 No employee shall suffer loss of pay as a result of attending grievance meetings during regular hours.
- 3.09 There shall be no discrimination against any employee because of lawful Union activity.
- 3.10 Where the masculine pronoun is used in the Collective Agreement it shall mean to include the feminine pronoun where the context so applies.
- 3.11 The Union acknowledges that Stewards have their regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties, without firstly receiving permission from the Owner/Store Manager or his designate, which permission will not be unreasonably withheld. In accordance with this understanding, the Owner/Store Manager or his designate will introduce the Union Steward to each new employee for the purpose of orientation. Such time spent shall not exceed five (5) minutes in duration.
- 3.12 In the event that an employee does not consent to the use of his Social Insurance Number then the Employer will assign an alternate number for identification purposes.**

ARTICLE 4 — FUNCTIONS OF MANAGEMENT

- 4.01 The Union agrees that the Employer has the exclusive right and power to manage its business, to direct the working forces and to suspend, discharge or discipline employees for just and sufficient cause, to hire, promote, demote, transfer or lay off employees, to establish and maintain reasonable rules and regulations covering the operation of the stores, provided however, that any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the Grievance Procedure as set out herein. The **Employer** in exercising these rights shall not discriminate against any employee and shall give full consideration to the rights of the employees.
- 4.02 It is agreed that the direction of the working force shall be at the discretion of the Employer within the terms of this Agreement.
- 4.03 The Union agrees that the Employer has the exclusive right and power to study or introduce new or improved production and/or handling methods or facilities the Union will be advised in writing and the Union agrees to co-operate with the Employer in the installation of any such methods and in the education of its members for the necessity of such changes and improvements.
- 4.04 The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other recognized functions of Management not specifically covered in this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.

ARTICLE 5 — DISCHARGE AND DISCIPLINE

- 5.01 No employee shall be discharged or disciplined except for just and sufficient cause. Discharge and discipline grievances may be settled by confirming the Employer's decision or by reinstating the discharged or suspended employee with full compensation for time lost, less interim earnings, if applicable, or by any other arrangement which is just and equitable in the opinion of the parties or a Board of Arbitration if the matter is referred to it. The Employer agrees that whenever an interview is held with an employee regarding his work or conduct which becomes part of his record, the store steward shall be present at such interview. The steward or Union representative will leave the meeting if requested to leave by the employee.

ARTICLE 6 — DISCRIMINATION

- 6.01 The Employer and the Union agree that every employee has the right to equal treatment with respect to employment without discrimination because of ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, handicap, or membership in the Union.

ARTICLE 7 — UNION SHOP CARDS

- 7.01 It will be the duty of the Employer to prominently display Union Shop Cards in all their establishments wherein Union members are employed. Those Cards shall remain the property of the Union and the Employer shall have their usage only until such time as the Union shall request their return. The Employer agrees to surrender same immediately upon demand by the Union.
- 7.02 The Employer further agrees that the employees may wear Union Buttons while on duty.
- 7.03 The Employer has agreed to furnish and install a bulletin board for use by the Union.

ARTICLE 8 — UNION PRIVILEGES

- 8.01 It is agreed that the **full time Union Representative** shall be admitted during working hours, at reasonable times, to interview employees while on duty or to inspect working conditions, provided however, that such visits shall be calculated to cause a minimum of disturbance with the Employer's business and further, that the business representative shall report his presence to the Store Manager on the occasion of each such visit.

- 8.02 The Owner agrees to recognize Stewards so designated by the Union, in writing, from the store and to grant them time off with pay as may be reasonably necessary to service any grievances or potential grievances within their hours of work within the store.

ARTICLE 9 — SHOP STEWARDS

- 9.01 The Union shall have the right to appoint two (2) Shop Stewards in the store.

ARTICLE 10 — SENIORITY

- 10.01 Seniority shall be recognized by the Employer and shall be based on the length of continuous service with the Employer. It is agreed that employees will continue to acquire and exercise seniority on a bargaining unit basis.
- 10.02 (a) Regular full time employee shall not attain seniority until they have completed a probationary period with the Employer. Such probationary period shall be ninety (90) days. However, should a probationary employee complete such service, his seniority will date back to the commencement of his continuous full time employment.
- (b) Employees with less than one (1) year's service will be given one (1) week's notice of lay-off or one (1) week's pay in lieu of notice. Employees with more than one (1) year's service will be given two (2) week's notice of lay-off or two (2) week's pay in lieu of notice.
- (c) Full time employee who is laid off and has three (3) or more years of service will be given one (1) week's notice or pay in lieu of notice for each full year of completed service to a maximum of seven thousand five hundred (\$7,500.00). For greater clarity, this provision is not in addition to the requirements under the Employment Standards Act. A copy of the Company's Employee Termination Notice that is given to an employee shall be forwarded to the Union at the time it is issued.
- 10.04 Seniority lists for full time employee shall be posted by the Employer quarter annually and a copy sent to the Union Office. Any challenge to the accuracy of the seniority list shall be lodged within 30 days of posting otherwise the list as posted will be deemed correct.
- 10.05 (a) Persons who have been promoted outside the bargaining unit returning to the bargaining unit shall return to a position no higher than their former position in the bargaining unit. An employee can exercise this right for a period not to exceed six (6) months.

(b) A person who has never been in the bargaining unit shall not enter the bargaining unit unless bargaining unit employees who are on lay-off and who have recall rights have declined their right for recall.

10.06 Seniority, skill and qualifications are the principles of granting preference to employees for lay-offs and recall after lay-offs, vacations, and transfers. The Employer has agreed to grant preference to existing full time and part time employees for full time bargaining unit positions based on their seniority, skill and qualifications and competence to perform the work.

10.07 Seniority shall be considered terminated and the employee shall be terminated if an employee:

(a) voluntarily leaves the employment of the Employer;

(b) is discharged for cause and is not reinstated through the grievance procedure;

(c) is absent from work for more than three (3) working days without prior notification to the Employer or fails to give the Employer a satisfactory reason for not reporting to work;

(d) is absent from work due to sickness or disability for more than three (3) days and fails upon return to work to produce a certificate from a medical practitioner verifying such absence to the Employer's satisfaction (if a certificate is requested, such request shall be made prior to the Employee's return to work);

(e) fails to return to work after a recall from lay-off within seven (7) days after the delivery of notice of recall;

(f) fails to return to work upon the conclusion of a leave of absence unless his failure to return is for reasonable cause;

(g) fails to take a medical examination by a qualified medical practitioner when requested by the Employer;

(h) is not recalled to work when laid off due to lack of work, his name shall be retained on the seniority list for a twelve (12) month period or the length of his seniority, whichever the lessor, but in no event, less than six (6) months.

(i) uses an approved leave of absence for reasons other than those specified to the Employer.

10.08 Full time employees who become part time employees shall carry full seniority to the part time seniority list.

10.09

Job Postings

Full time job vacancies will be posted for seven (7) days in the workplace.

Where skill, ability, and qualifications are relatively equal, seniority will be the governing factor.

In the event no qualified people apply, the **Employer** has the right to hire from outside the store. If there are no qualified outside applicants, the Employer will train current employees before outside applicants. The Employer will not automatically train a current employee if a qualified applicant is available outside the store.

ARTICLE 11 — HOURS OF WORK AND OVERTIME

11.01

Employees are expected to attend work regularly. When unable to attend, the Owner/Manager or their designate must be notified, **at least two (2) hours prior to the commencement of the scheduled shift of the employee, whenever possible**, giving the reason why the employee is unable to attend, when he expects to return to work and how the Owner/Manager or their designate can call him relative to his absence.

11.02

(a) The basic work week for full time employees will consist of forty (40) hours per week, made up of five (5) days of eight (8) consecutive hours' duration.

(b) The schedules of hours for the following week will be posted by Thursday noon and shall be written in ink. A copy of the weekly schedules with any changes when requested will be made available to the shop steward.

(c) Full time employees will be given three (3) days notice of a change in their work schedules, however, the three (3) days notice will not be required in case of sickness, accident or emergency i.e. snowstorm, power failure, floods or acts beyond the control of the Owner. In cases where the three (3) days' notice need not be given, notice will be given as far in advance as possible. Schedules will not be continuously changed so as to harass the employee.

(d) When a full time employee is ordered to report to work on any day, he shall be guaranteed four (4) hours pay on that day. The only exception to this will be in the case of an employee verifying refrigeration equipment.

(e) The employer agrees not to schedule split shifts unless mutually agreed to by the Company and the individual employee.

- 11.03
- (a) Overtime at the rate of time and one-half (1½) the regular hourly rate will be payable after eight (8) hours in a day and forty (40) hours in a week.
 - (b) Overtime at the rate of two (2) times the regular hourly rate will be payable for all hours worked on Statutory Holidays.
 - (c) The Employer agrees that the store will not be opened for customer shopping convenience on Sundays unless legally permitted to do so under the Retail Business Holidays Act.
 - (d) **Sunday work shall remain voluntary for all full time and part time employees hired prior to July 25, 2006 of the agreement and they will continue to receive a Sunday premium of \$1.60.**
 - (e) **Sunday work will continue to be over and above the workweek and will be scheduled by seniority for full time and part time employees hired prior to July 25, 2006, unless mutually agreed to otherwise between the Employer and the employee concerned.**
 - (f) **Sunday is not voluntary for any employee hired after July 25, 2006. Similarly, for part time employees promoted to full time after July 25, 2006, Sunday is not voluntary. Sunday shall be part of the regular work week and shall be paid at regular time for any employee hired after July 25, 2007 or pomoted to full time after July 25, 2006.**
 - (g) Any overtime that occurs on any given shift shall be offered to the employee in accordance with their seniority, on a shift basis, provided the employee has the knowledge, skill, ability and qualifications to perform the work.
- 11.04 During each work day, an employee shall be granted two (2) rest periods with pay of fifteen (15) minutes in duration each and one (1) hour unpaid (one-half (½) hour by mutual consent) meal period, scheduled as near to the mid-point of each half shift and the mid-point of the daily shift as is practicable with store operations.

ARTICLE 12 — STATUTORY HOLIDAYS

12.01 The following holidays shall be recognized as legal holidays:

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

12.02 **Qualification for and calculation of statutory holiday pay shall be in accordance with the Employment Standards Act of Ontario.**

ARTICLE 13 — VACATIONS

- 13.01 (a) Vacation entitlement for full time employees shall be as follows:
- (i) employees with less than one (1) year of service shall be entitled to vacation pay in accordance with the Employment Standards Act which is 4%.
 - (ii) employees with more than one (1) year but less than five (5) years' of service — 2 weeks or 4% whichever is greater.
 - (iii) employees with more than five (5) years, but less than ten (10) years' of service — 3 weeks or 6% whichever is greater.
 - (iv) employees with more than ten (10) years, but less than eighteen (18) years' of service — 4 weeks or 8% whichever is greater.
 - (v) employees with more than eighteen (18) years' of service — five (5) weeks or 10% whichever is greater.
- (b) The percentage entitlement shall be based on T4 earnings in the previous calendar year. When an employee has been absent for more than one (1) year he shall not be entitled to vacation pay regardless of the reason.
- 13.02 The completed vacation schedule shall be posted on May 1 of each year. The Owner agrees that they will not change the vacation period of any employee unless unforeseen circumstances arise. Such changes shall be by mutual consent between the employee and the Owner. Any employee who has not submitted their vacation plan by April 15 will only be permitted to book vacation at a time that will not interfere with another employee's vacation. The Union encourages all employees to submit their vacation plans as early as possible.
- 13.03 When a paid holiday occurs during an employee's vacation, an extra day's vacation or one (1) day's pay in lieu of the holiday shall be granted.

ARTICLE 14 — WORKPLACE SAFETY AND INSURANCE BOARD

- 14.01 The Employer agrees that it will continue to be enrolled under the provisions of the Workplace Safety and Insurance Act of Ontario for all employees. The Employer will also pay an employee for the remainder of the shift in which the accident occurred that would require employee to take time off.

14.02 **Injuries will be reported to the Union in accordance with the Occupational Health and Safety Act.**

14.03 The Employer will work jointly with the Union with respect to the health and safety matters and the related education of its employees.

ARTICLE 15 — GRIEVANCE AND ARBITRATION

15.01 Either the Employer, the Union or any employee has a right to lodge a grievance with respect to any matter arising out of this Agreement or concerning the interpretation, application or alleged violation of this Agreement.

15.02 Any employee believing that he has been unjustly dealt with or that the provisions of this Agreement have not been complied with, shall have the right to place such grievances in the hands of the Union for review and adjustment by the Employer, if necessary. Such grievances shall be processed as follows:

STEP ONE

Between the employee concerned, his Union Representative and the Owner. The grievance must be filed within eighteen (18) working days after the event giving rise to the grievance occurs and within this period of time it shall be discussed at this Step. The Owner shall give an oral decision within four (4) working days from the date the discussion took place. If the Union wishes to appeal to the next Step, the grievance shall be reduced to writing and shall contain the provision of the Agreement which has been allegedly violated. Notice of appeal shall be filed with the Owner within six (6) working days from the Owner's oral decision.

STEP TWO

The grievance shall be forwarded to the Owner, which shall have one (1) week to dispose of the grievance. The disposition shall be in writing and returned to the officers of the Union. If considered necessary by the parties, a meeting may be held by the parties and may include the interested persons. If a meeting is held, the decision shall be given to the other party within seven (7) days from the date of the meeting.

15.03 In the case of a dismissal, a grievance may be filed by an employee who feels he was unjustly dealt with. Such grievance must be filed within five (5) working days from the date of dismissal and shall commence at Step Two. In any subsequent disposal of this case during the grievance procedure, the Owner may reinstate the employee with full back pay, suspend the employee for a definite period or sustain the discharge.

15.04 Grievances concerning rates shall be handled in accordance with the above procedure and the disposition of such grievances, if sustained, shall include the determination of the effective date of the increase with retro-activity thereto.

15.05 The Employer and the Union may file grievances commencing at Step Two. If an **Arbitrator** finds that the Owner or the Union has violated the Collective Agreement, it shall have the power to award compensation to the Owner, the Union or any employee affected by the violation.

15.06 (a) Failing settlement under the foregoing procedure, such grievance may be submitted to Arbitration as hereinafter provided;

(b) The time limits as prescribed above may be modified by mutual agreement of the parties.

ARBITRATION

15.07 Should the grievance involve the misinterpretation or alleged violation of the Agreement, either party may be free to appeal to Arbitration from Step Two within thirty-one (31) days from the date the decision was given at this Step. The party requesting Arbitration shall advise the party in writing of its request, together with a statement as to the issue to be arbitrated.

The **Arbitrator** shall not have any jurisdiction to alter or modify any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to make any decisions inconsistent with the terms and provisions of this Agreement.

Each of the parties hereto will bear the expenses of the **Arbitrator**.

15.08 The parties agree that an **Arbitrator** shall have the power to award compensation or damages to any party who, or employee who is dealt with contrary to the provisions of this Agreement.

15.09 (a) All disciplinary warnings or reprimands which are placed in an employee's record and all notices of demotion for cause, discharge or suspension, shall be in writing and shall contain the reason for the warning, reprimand, suspension or discharge. One copy shall be given to the employee and one copy shall be given to the Employer and one copy shall be given to the Union Office within seven (7) days of the incident giving rise thereto.

(b) A disciplinary warning or reprimand which is not in writing shall not be adduced in evidence against an employee in any subsequent disciplinary proceedings in which the employee is involved.

(c) Disciplinary warnings and/or reprimands which pre-date a disciplinary action by more than one (1) year shall not be adduced in evidence against an employee in any subsequent disciplinary proceedings in which the employee is involved.

ARTICLE 16 — WAGES

16.01 **Full time employees active on the payroll on <date of ratification> will be eligible to receive a signing bonus of \$150.00.**

The following minimum hourly rates of pay will apply to all full time employees.

<u>CLERK</u>	<u>July 25, 2006</u>	<u>July 25, 2007</u>	<u>July 25, 2008</u>	<u>July 25, 2009</u>	<u>July 25, 2010</u>
<u>Start</u>	<u>8.50</u>	<u>8.50</u>	<u>8.50</u>	<u>8.50</u>	<u>8.50</u>
<u>6 Months</u>	<u>9.00</u>	<u>9.00</u>	<u>9.00</u>	<u>9.00</u>	<u>9.00</u>
<u>12 Months</u>	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>
<u>18 Months</u>	<u>10.50</u>	<u>10.50</u>	<u>10.50</u>	<u>10.50</u>	<u>10.50</u>
<u>24 Months</u>	<u>11.50</u>	<u>11.50</u>	<u>11.50</u>	<u>11.50</u>	<u>11.50</u>
<u>30 Months</u>	<u>12.00</u>	<u>12.00</u>	<u>12.00</u>	<u>12.00</u>	<u>12.00</u>
<u>36 Months</u>	<u>13.90</u>	<u>14.10</u>	<u>14.25</u>	<u>14.45</u>	<u>14.65</u>

<u>MEAT CUTTER</u>	<u>July 25, 2006</u>	<u>July 25, 2007</u>	<u>July 25, 2008</u>	<u>July 25, 2009</u>	<u>July 25, 2010</u>
<u>Start</u>	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>
<u>6 Months</u>	<u>10.50</u>	<u>10.50</u>	<u>10.50</u>	<u>10.50</u>	<u>10.50</u>
<u>12 Months</u>	<u>11.00</u>	<u>11.00</u>	<u>11.00</u>	<u>11.00</u>	<u>11.00</u>
<u>18 Months</u>	<u>11.50</u>	<u>11.50</u>	<u>11.50</u>	<u>11.50</u>	<u>11.50</u>
<u>24 Months</u>	<u>12.00</u>	<u>12.00</u>	<u>12.00</u>	<u>12.00</u>	<u>12.00</u>
<u>30 Months</u>	<u>12.50</u>	<u>12.50</u>	<u>12.50</u>	<u>12.50</u>	<u>12.50</u>
<u>36 Months</u>	<u>14.90</u>	<u>15.10</u>	<u>15.25</u>	<u>15.45</u>	<u>15.65</u>

Full time employees who are on the payroll on July 25, 2006 will be provided with the following off-scale increases (as set out in the above scales):

- ◆ **Effective the first pay week following July 25, 2006, the Employer shall provide a general wage increase of fifteen (15) cents per hour, retroactive for all hours worked back to February 28, 2006.**
- ◆ **Effective the first pay week following the July 25, 2007, the Employer shall provide a general wage increase of twenty (20) cents per hour.**
- ◆ **Effective the first pay week following the July 25, 2008, the Employer shall provide a general wage increase of fifteen (15) cents per hour.**
- ◆ **Effective the first pay week following the July 25, 2009, the Employer shall provide a general wage increase of twenty (20) cents per hour.**
- ◆ **Effective the first pay week following the July 25, 2010, the Employer shall provide a general wage increase of twenty (20) cents per hour.**

For full time the above wage increases have been applied only to the top rate of the progression scale. In the event that a general increase places an employee in an off rate within his/her classification, it is understood that the employee will still have to acquire the appropriate service to advance on the progression scale.

- 16.02 Wage adjustments under the automatic progression schedule shall be made half-yearly for each employee.
- 16.03 A full time or part time employee who works an eight (8) hour shift after the store has been closed to the public shall be deemed to be working a night shift and shall be paid a seventy (70) cent per hour premium for all hours worked on the night shift.
- 16.04 The Company may, from time to time, introduce incentive programmes in addition to the prevailing wage schedules.

ARTICLE 17 — CO-OPERATION

- 17.01 (a) The Union shall be notified in writing of all Company Rules and Regulations covering those covered by this Agreement.
- (b) The Union agrees to co-operate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping and safety of the store and in caring for equipment and machinery.

ARTICLE 18 — LEAVE OF ABSENCE

- 18.01 The Employer may grant leave of absence without pay to any employee for legitimate reasons. Such permission and request are to be in writing on the standard leave of absence request form two (2) months in advance, except in emergency. The Employer's reply to the request for leave of absence will be given within two (2) weeks, provided the Owner involved is not absent on vacation, sickness etc., in which event the reply will be given within one (1) week following his return. When a leave of absence is granted, there shall be no loss of seniority. A claim that the Employer withheld permission without justification may be the subject of a grievance and processed accordingly. Any leave of absence granted in conjunction with the employee's vacation will be deemed to follow his vacation period. It is understood that leaves of absence will not be granted to students for educational purposes.

Maternity Leave

- 18.02 The Company will grant a maternity, paternity and adoption leaves according to the provisions of the Employment Standards Act of Ontario.

Union Leave

- 18.03 The Company agrees that an employee appointed by the Union as a full time representative shall be granted leave of absence without pay while serving in such capacity. Such person shall continue to accumulate seniority while serving as Union representative and shall be entitled to return to the bargaining unit should their service be terminated by the Union, with full accumulated seniority.

Bereavement Leave

- 18.04 Full time employees shall be granted time off from work with pay to a maximum of three **consecutive** (3) days in the event of death in the immediate family, the length of such leave shall be determined by the **Employer**, provided the employee attends the funeral. The term "immediate family" shall mean spouse, parent, child, brother, sister, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother/sister-in-law, **grandchildren and grandparents-in-law**.

Jury Duty

- 18.05 A full time employee summoned to jury duty or subpoenaed to attend as a witness on behalf of the **Employer** shall be paid wages amounting to the difference between the amount paid them for jury services and the amount they would have earned had they worked on such days. A maximum of eight (8) hours pay per day and forty (40) hours per week. This does not apply if the employee is excused from jury duty for the rest of the day or days and fails to report back to work, if same is reasonable under the circumstances (one-half (½) day or more) or if the jury duty occurs on the employees scheduled day off.

ARTICLE 19 — PART TIME HELP

- 19.01 It is agreed and recognized by both the Union and the Employer that due to the nature of the Employer's business, it may be necessary to employ both full time and part time employees. The Employer agrees that part time employees will not be scheduled to work in excess of twenty-four (24) hours per week, **except as permitted by Appendix A**.

ARTICLE 20 — NO STRIKE, NO LOCK-OUT

- 20.01 There will be no strike or lock-out during the term of this Agreement. The Employer has the exclusive right to determine what merchandise will be carried in its store, except that the Employer agrees that, in the event of a legal strike in the plant of a supplier, it will not handle merchandise from such plant, provided however, that merchandise that was on the premises of the Employer or in transit to the Employer's premises at the time such legal strike commenced, will be handled. In the event of strikes, lock-outs or similar problems involving suppliers of goods or services, the Employer

and the Union agree to meet and discuss such situation as it involves the parties to this Agreement, to endeavour to solve such problems in the best interest of the Employer, the Union and the employees, to the best of the abilities of the parties.

ARTICLE 21 — RETRO-ACTIVITY

21.01 No part of this Agreement shall be deemed retro-active unless specifically stated. All provisions contained in this Agreement, unless specifically stated to be retro-active in nature, are effective on the date of ratification of this Agreement.

ARTICLE 22 — TERM OF AGREEMENT

22.01 (a) This Agreement shall come into force and affect on the **25th** day of **July, 2006** and shall continue to the **24th** day of **July 2011**, and shall thereafter be automatically renewed for the period of one (1) year unless either party, on written notice to the other, within a period of not more than ninety (90) days before the expiry date, serves notice of intent to terminate or modify the Agreement.

(b) In the event either party services notice of a desire to negotiate changes into this Agreement as above set out, it is agreed that the Employer and the Union, without undue delay, shall begin negotiations on the proposed changes.

(c) Pending the results of negotiations, neither party shall change the conditions existing under the Agreement.

ARTICLE 23 - HEALTH AND SAFETY

23.01 The Employer and the Union agree that they mutually desire to maintain high standards of safety and health in the store in order to prevent injury and illness.

23.02 There shall be established a Joint Health and Safety Committee. The number of people on the Health and Safety Committee will be determined by the Committee. The Committee shall meet every three (3) months.

23.03 The Union may choose to appoint or elect Health and Safety Representatives from the bargaining unit. The number of people on the Health and Safety Committee will be determined by the Occupational Health and Safety Act. The Union may rotate its elected or appointed Health and Safety Representatives to serve on the Joint Health and Safety Committee. Invitees recommended by the Employer members of the Health and Safety Committee to the Joint Health and Safety Committee meeting will only be allowed if the Union members agree and vice versa.

ARTICLE 24 - UNIFORMS

24.01 The Employer shall provide one (1) uniform at no cost, to all employees on a yearly basis.

24.02 **Where an employee is required by the Employer to wear safety shoes, the employee will be reimbursed (with receipt) up to \$25.00 on a one time basis.**

APPENDIX "A"

ARTICLE 1 — RECOGNITION

- 1.01 For the purpose of this Appendix, a part time employee is an employee who is normally scheduled to work twenty-four (24) hours per week or less.
- 1.02 The Employer, namely Waterloo Square valu mart, a company incorporated under the laws of the Province of Ontario, recognizes UFCW Local 1977 as the sole and exclusive bargaining agency for all part time employees at 75 King Street South, Waterloo, Ontario.
- 1.03 All matters relative to part time employees and their working conditions shall be contained in this Appendix and the following Articles in the main body: 1, 2, 3, 4, 5, 6, 7, 8, 9, **10.07 a, b, c, d, e, f**, 11.01, 11.03, 13.04, 14, 15, 17, 18.02, 19, 20, 21, 22 and 23.

ARTICLE 2 — SENIORITY

- 2.01 (a) Upon completion of **forty-five (45)** days worked or **four (4)** calendar months whichever comes first, employees covered by this Appendix shall be deemed to have served their probationary period and then shall be placed on the seniority list of part time employees with their seniority commencing on their first day worked.
- (b) The seniority list for part time employees shall be posted in the store and shall be updated at the end of March and September of each calendar year.
- (c) Part time employees are expected to attend work in accordance with their schedule of hours. When unable to attend, the employee must notify the Owner/Manager or their designate, **at least two (2) hours prior to the commencement of the scheduled shift of the employee whenever possible**, giving the reason why he is unable to attend.
- 2.02 Seniority for a part time employee shall be based on his length of service.
- 2.03 The Employer agrees to schedule part time employees in accordance with their seniority so as to give employees with the most seniority the greatest number of hours of work, to a maximum of twenty-four (24) hours, provided employees are available and possess the ability and qualifications to do the job.
- 2.04 The schedule of hours for the following week will be posted by Thursday noon and shall be written in ink. A copy of the weekly schedule with any changes when requested will be made available to the shop steward.

- 2.05 It is agreed and recognized by both the Union and the Employer that due to the nature of the Employer's business, it is necessary to employ both full time and part time employees. The Employer agrees that part time employees will not be scheduled to work in excess of twenty-four (24) hours per week, except in the following circumstances:
- (i) when full time or part time employees are absent;
 - (ii) to cover off for vacations;
 - (iii) from December 1st to January 1st;
 - (iv) during promotional periods where an increase in business is anticipated;
 - (v) May 15th to September 30th;
 - (vi) for training purposes;
 - (vii) emergency situations (i.e. power failure, snowstorm, refrigeration breakdown or acts beyond the control of the Owner);
 - (viii) when a full time employee is absent on union duties.
- 2.06 When a part time employee is scheduled to work on any day, he shall be given four (4) hours at his normal rate of pay or four (4) hours pay at normal rates if work is not available, provided however, there is four (4) hours from the time the employee reports to work until the time the store is closed.
- 2.07 When a part time employee is called in to work on any day, he shall be given four (4) hours' work at his normal rate of pay or four (4) hours' pay at normal rates if work is not available.
- 2.08 A part time employee who is laid off shall be entitled to one week's notice for each full year of completed service to a maximum of five (5) weeks notice, or pay in lieu; employees with more than ten (10) years of service shall receive ten (10) weeks notice or pay in lieu; employees with less than one (1) year of completed service shall receive one (1) weeks notice.
- 2.09 A part time employee who becomes a full time employee shall be credited with fifty per cent (50%) of his part time seniority to a maximum of twelve (12) months. He will receive the greater of his part time rate or the rate which his full time seniority credit gives him, and he shall proceed from that point in the full time wage progression.

ARTICLE 3 — HOURS OF WORK AND OVERTIME

- 3.01 The regular working day shall consist of up to eight (8) hours for all employees.

ARTICLE 4 — STATUTORY HOLIDAYS

4.01 The following holidays shall be recognized as legal holidays.

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

4.02 **Qualification for and calculation of statutory holiday pay shall be in accordance with the Employment Standards act of Ontario.**

ARTICLE 5 — VACATIONS

5.01 Employees with less than five (5) years' seniority shall receive Vacation Pay Allowance of four percent (4%) of their earnings during the previous calendar year. Employees with five (5) or more years' service as at March 1st of the current year shall receive Vacation Pay Allowance of six percent (6%) of their earnings during the previous calendar year.

5.02 Part time employees will be required to submit their vacation intentions by April 1st each year.

5.03 Vacation pay allowance will be paid out by the first week of January of the following year.

ARTICLE 6 — LEAVE OF ABSENCE

Bereavement Leave

6.01 Should a death occur in a part time employee's immediate family, (a part time employee who has completed his probationary period) shall receive time off from work with pay for an absence from scheduled work on the day before and the day of the funeral provided the employee attends the funeral with such pay equal to the hours scheduled for such an employee on the days in question.

The term "immediate family" shall mean spouse, parent, child, brother, sister, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother/sister-in-law.

Jury Duty

6.02 Part time employees summoned to jury duty or subpoenaed to witness on behalf of the **Employer** shall be paid wages amounting to the difference between the amount paid them for jury services and the amount they would have earned had they been scheduled to work on such days based on their average number of weekly hours during the immediately

preceding four (4) weeks. This does not apply if the employee is excused from jury duty for the rest of the day or days and fails to report back to work if same is reasonable under the circumstances (one-half (1/2) day or more) or if the jury duty occurs on the employee's scheduled day off.

ARTICLE 7 — WAGES

Part time employees active on the payroll on <rate of ratification> will be eligible to receive a signing bonus of \$100.00.

7.01 **The following minimum hourly rates of pay will apply for all part time employees.**

	02/28/03	02/29/03	02/27/05
0 - 300	\$6.50/\$6.85	\$6.50/\$6.85	\$6.50/\$6.85
301 - 650	\$7.00	\$7.00	\$7.00
651 - 1300	\$7.25	\$7.25	\$7.25
1301 - 1950	\$7.50	\$7.50	\$7.50
1951 - 2600	\$7.75	\$7.75	\$7.75
2601 - 3250	\$8.00	\$8.00	\$8.00
3251 - 3900	\$8.25	\$8.25	\$8.25
3901 - 4450	\$8.50	\$8.50	\$8.50
4451 - 5200	\$8.75	\$8.75	\$8.75
5201 - 5850	\$9.00	\$9.00	\$9.00
5851 - 6500	\$9.15	\$9.15	\$9.15
6500 +	\$10.60	\$10.80	\$10.95

Effective February 29, 2004, the Employer shall provide a general wage increase of twenty (20) cents per hour.

Effective February 27, 2005, the Employer shall provide a general wage increase of fifteen (15) cents per hour.

The wage scale as set out in the Collective Agreement shall remain the same once it has been extended as above; however, the end rate shall reflect the general increases in each year of the Collective Agreement.

For both full time and part time the above wage increases shall be applied only to the top rate of the progression scale. In the event that a general increase places an employee in an off rate within his/her classification, it is understood that the employee will still have to acquire the appropriate number of hours to advance on the progression scale.

7.02 Notwithstanding the above a part time employee currently moving through the progression will receive an amount equal to the end rate increases for the balance of the progression he is currently at and then shall proceed on the wage grid as set out in the collective agreement.

7.03 Notwithstanding the wage progression for part time employees, where there is an increase in the Ontario minimum wage rate it shall become the

new start rate and those employees so affected shall remain at such rate of pay until their hours worked with the employer would permit them an increase in their rate of pay in accordance with the wage grid.

7.04 (a) The Owner may from time to time, introduce incentive programs in addition to the prevailing wage schedules.

(b) When the Owner chooses to pay a new employee more than the starting rate in his classification, such employee shall (for the purpose of wage progression only) receive increases in the accordance with the wage schedule and be deemed to have the appropriate hours.

(c) Employees who are receiving rates of pay in excess of the rate set out in the wage schedules mentioned above, shall receive an amount equal to the end rate increases when they come into effect.

(d) Part time employees hired as a packer/service clerks shall progress under the wage grid, but shall progress to the maximum end rate of 1,951 hours. Employees working in this classification will have the following duties bagging, carry out, parcel pick up, buggy retrieval, clean up, sweeping and washing, bottle and can sorting, replenishing bags, price checks, product returns. Furthermore these employees shall not perform work other than identified above or their hours of work cannot be bumped by a regular part time employee. However, a regular part time employee may perform these functions. Employees working in the service classification will be given an opportunity to become a regular part time employee as opportunities arise provided they possess the necessary job knowledge, experience, qualifications and competence to perform the work. Employees who become a regular part time employee will slot into the regular part time wage schedule based on their number of hours worked or 1,951 hours whichever is the lesser and progress from that point.

ARTICLE 8 — REST PERIODS

8.01 (a) Employees covered by this Appendix shall be entitled to one (1) fifteen (15) minute paid rest period for each four (4) hour period worked. Each rest period shall occur at approximately the mid-point of each four (4) hour period.

(b) Where an employee is working a daily shift of more than five (5) hours, he shall have one half (1/2) hour off for a meal period.

ARTICLE 9 — WORKING CONDITIONS

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

- 9.02 The Employer agrees that it will not change conditions of employment or working conditions as a result of signing of this Agreement.
- 9.03 The Employer shall provide one (1) uniform at no cost, to all employees on a yearly basis.

APPENDIX "B"

LIFE INSURANCE

The Employer agrees to provide all active full time employees until retirement at no cost, Life Insurance equivalent to one (1) times an employee's annual earnings.

ACCIDENTAL DEATH AND DISMEMBERMENT

The Employer agrees to provide all active full time employees with Accidental Death and Dismemberment benefit coverage equal to one (1) times their annual earnings in case of accidental death. Coverage is also provided for other losses such as speech and hearing, use of arms and legs, etc.

SHORT TERM DISABILITY

The Employer agrees to provide Short Term Disability benefits to all active full time employees from the first (1st) day of an accident or the first (1st) full time day if hospitalized or the fourth (4th) day of sickness. The Plan will pay sixty-six and two thirds percent (66-2/3%) of basic earnings for the first two (2) weeks, then Unemployment Insurance will pay fifteen (15) weeks, then the Plan will resume payments for thirty-five (35) weeks.

LONG TERM DISABILITY

The Employer agrees to provide Long Term Disability benefits for active full time employees after fifty-two (52) weeks if an Employee is unable to perform any occupation (reasonably suited by means of training, education or experience). The Plan will provide for sixty-six and two thirds percent (66-2/3%) of an Employee's basic monthly earnings to a maximum of \$1,500.00. Coverage would cease the date an Employee attains normal retirement age.

SEMI-PRIVATE HOSPITAL

The Employer agrees to provide for Semi-Private hospital care, Prescription Drugs and OHIP Supplemental or Supplementary Health Care benefits for active full time employees on the following basis:

- (i) twenty-five dollars (\$25.00) deductible for single, and fifty dollars (\$50.00) deductible for family each calendar year.
- (ii) the Plan provides for reimbursement of eighty percent (80%) of Semi-Private hospital costs.

OHIP SUPPLEMENTAL OR SUPPLEMENTARY HEALTH CARE

The Plan provides coverage for active full time employees which includes ambulance services, rental of wheel chairs and hospital equipment, private nursing (with a ten thousand dollar [\$10,000.00] maximum every thirty-six [36] months), artificial limbs and braces. Also, included are services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist and masseur (each with a maximum of ten dollars [\$10.00] per visit, thirty [30] visits per year). In addition, services of a psychologist (three hundred dollars [\$300.00] per year) and hearing aids (three hundred dollars [\$300.00] lifetime) are also covered. Dental treatment for accidental injury to the teeth and outside Canada coverage for physicians and surgeons are covered.

DENTAL

The Employer agrees to provide Dental coverage for active full time employees after a twenty-five dollar (\$25.00) deductible for single, and a fifty dollar (\$50.00) deductible for family each calendar year.

The Plan provides for one hundred percent (100%) reimbursement for cleaning, polishing, x-rays and fluoride treatments, two (2) times per calendar year. The plan pays 100% of basic and supplementary basic coverage. Before beginning any major orthodontic work, it is recommended that the employee submit a predetermination to the Plan. Please contact the plan carrier if you have any questions, the store Owner/Manager can provide the telephone number to you.

The Plan provides for a maximum of one thousand dollars (\$1000.00) per family member per year. There will be a two lag in the applicable ODA fee guide. All employees must participate in the Plan, however, if a spouse is covered for Health and Dental benefits, he or she may waive the Health and Dental coverage. Coverage would be made available if for some reason the duplicate coverage ceases.

OPTICAL

The Employer agrees to provide Optical coverage for active full time employees in the amount of eighty (\$80.00) dollars every two (2) years.

RRSP

All full time employees shall receive a lump sum payment towards a personal RRSP. Payment towards the RRSP shall be made in the first pay period in March. Contributions shall be as follows:

Effective March 2003, \$200.

Effective February 2005, \$200.

All part time employees with five (5) years service or more shall receive a lump sum payment towards a personal RRSP. Payment towards the RRSP shall be made in the first pay period in March. Contributions shall be as follows:

Effective March 2003, \$100.
Effective February 2005, \$100.

In the event that the registered pension plan is implemented during the term of this agreement the contributions to the personal RRSP shall cease, and employees will be enrolled in such pension plan.

DATED AT _____ this _____ day of _____, _____.

For the Union _____

For the Employer _____

United Food and Commercial Workers
Local 1977
R.R. #22
Cambridge, Ontario
N3C 2V4

Attention: Mr. Brian Williamson

LETTER OF UNDERSTANDING

This letter will confirm the understanding reached between the Employer and the Union in the recently concluded contract negotiations in respect to the Collective Agreement expiring February 27, 2006.

An employee relieving in a higher rated classification will be entitled to receive a premium of twenty-five (25) cents per hour over his regular hourly rate after he has completed five (5) consecutive scheduled shifts in such classification. The premium will be paid retro-active to include the first (1st) shift.

Where a premium as mentioned above is paid to employees relieving the applicable premium paid except that under no circumstances shall any employee who temporarily fills a classification be paid a rate greater than the top rate for that classification in which he is temporarily relieving.

Yours very truly

Waterloo Square valu mart

United Food and Commercial Workers
Local 1977
R.R. #22
Cambridge, Ontario
N3C 2V4

Attention: Mr. Brian Williamson

RE: VOLUNTARY SUNDAY WORK

This will confirm the agreement reached between the Employer and the Union during the recently concluded contract negotiations for the Collective Agreement expiring February 27, 2006.

The Union and the Company agree that Sunday is an important day to the long term success of our business and will agree to fair and co-operative approach to work on Sundays.

The Union and the Company recognize the right of employees to refuse work on Sunday. As a result of the above circumstances, it is imperative the parties work together to resolve scheduling issues at the store.

In the event that the current legislation is amended to eliminate the voluntary aspect of Sunday work, the Employer and the Union agree to meet to review all outstanding issues with regard to involuntary work on Sunday.

The Union agrees to present the results of these discussions to the membership for ratification as soon as is reasonably possible following the conclusion of the discussions as to the issues regarding involuntary Sunday work.

Part time employees hired after the date of change to the legislation shall have all the terms of the Collective Agreement apply, excluding Article 11.03, expect that the scheduling of hours shall be from Sunday to Saturday.

Employees hired prior to a change in legislation, would be offered Sunday hours in the same manner as is currently in place, unless a change to this manner of Sunday work is ratified by the membership.

Yours very truly

Waterloo Square valu mart

United Food and Commercial Workers
Local 1977
R.R. #22
Cambridge, Ontario
N3C 2V4

Attention: Mr. Brian Williamson

LETTER OF UNDERSTANDING

This will confirm the understanding reached at our recent negotiations.

The Employer will provide prescription drug coverage on a 50% cost sharing basis to a part time employee who becomes a single parent and does not have drug benefit coverage for up to one year, to a maximum of \$500 or until such time as other coverage is obtained whichever is the lesser.

Eligibility will be based on the employee having five (5) or more years of service and have worked a minimum of 700 hours in the previous calendar year.

Yours very truly

Waterloo Square valu mart

United Food and Commercial Workers
Local 1977
R.R. #22
Cambridge, Ontario
N3C 2V4

Attention: Mr. Brian Williamson

RE: AVAILABILITY

This will confirm the agreement reached between the Employer and the Union during the recently concluded contract negotiations for the Collective Agreement expiring February 27, 2006.

1. (a) Part time employees will not restrict their availability arbitrarily.
1. (b) Employees shall complete a declaration of availability form on a tri-annual (3 times per year) basis. The dates by which these forms must be submitted to the Employer and are effective are the following:
 - i) Submitted on the first Saturday of the month of December; to be effective on the first schedule of the month of January.
 - ii) Submitted on the first Saturday of the month of April; to be effective on the first schedule of the month of May.
 - iii) Submitted on the first Saturday of the month of August; to be effective on the first schedule of the month of September.

Students shall submit their availability the second week of September.

If an employee fails to submit a declaration of availability form by the above deadlines, the employee will be scheduled according to his last declaration of availability on file.

Employees hired on or before the date of ratification of this letter will within two (2) weeks of ratification complete a declaration of availability form.

Employees hired after the date of ratification of this letter will be required to be available for work on the days agreed upon at time of hiring until they can submit a declaration of availability in accordance with the above requirements.

1. (c) Employees who wish to temporarily restrict their declared availability shall do so by completing a temporary declaration of availability form which must be submitted no later than the Saturday prior to the schedule being posted. The Company will make reasonable efforts to accommodate the requested availability change.
2. It is understood that those employees who choose to restrict their availability may suffer a reduction in total hours pursuant to reasonable business needs of the Company. It is understood that the Company will not be obliged to create shifts to accommodate such employees.

3. The Company agrees to provide the Union Steward with a copy, if requested, of the weekly schedule and declaration of availability forms.
4. The parties agree that in each of the six (6) current departments of the store (i.e. bakery, deli, meat, produce, grocery, and front end cashiers/courtesy) the most senior employee who has the availability and who possesses the ability and qualifications to do the job, will be scheduled 24 hours per week in that department.
5. The Company agrees it shall schedule and call-in employees in a consistent fashion without discrimination to any employee.
6. The Company agrees to call-in by seniority, provided that the employee is available and possesses the ability and qualifications to do the job, and providing such call-in does not create an overtime situation.
7. (a) For other employees not described in paragraph 4, scheduling will be done in a step down fashion based on seniority, skills, and qualifications to do the job and availability as described in this letter.
7. (b) The Company agrees it will not schedule employees in an arbitrary or discriminatory fashion by creating major gaps in the number of hours scheduled to senior employees as compared to more junior employees.

Yours very truly

Waterloo Square valu mart

United Food and Commercial Workers
Local 1977
R.R. #22
Cambridge, Ontario
N3C 2V4

Attention: Mr. Brian Williamson

LETTER OF UNDERSTANDING

This will confirm the agreement reached between the Employer and the Union during the recently concluded contract negotiations for the Collective Agreement expiring February 27, 2006.

It is agreed that once a full time employee has successfully completed their probationary period their seniority will date back to the commencement of continuous full time employment.

It is agreed that once a part time employee has successfully completed their probationary period their seniority will date back to their start date in the store.

Yours very truly

Waterloo Square valu mart

United Food and Commercial Workers
Local 1977
R.R. #22
Cambridge, Ontario
N3C 2V4

Attention: Mr. Brian Williamson

LETTER OF UNDERSTANDING

This will confirm the agreement reached between the Employer and the Union during the recently concluded contract negotiations for the Collective Agreement expiring February 27, 2006.

Schedules shall be posted two (2) weeks in advance for six (6) months on a trial basis. Either the Owner or the Union may give written notice to terminate this practice.

Yours very truly

Waterloo Square valu mart

United Food and Commercial Workers
Local 1977
R.R. #22
Cambridge, Ontario
N3C 2V4

Attention: Mr. Brian Williamson

LETTER OF UNDERSTANDING

This will confirm the agreement reached between the Employer and the Union during the recently concluded contract negotiations for the Collective Agreement expiring February 27, 2006.

Kronos is to be set at six (6) minutes.

Yours very truly

Waterloo Square valu mart