

MAY 8 8 1967

AGREEMENT

between

Loblaw Inc.

and

**Food Store Employees' Union
Local No. 34**

(Affiliated with
A.M.C. and B.N.A., A.F.L.-C.I.O.)



**Agreement Dated
Sept. 6, 1964 — Sept. 10, 1967**



Local #34 Contract

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AGREEMENT

This Agreement is made by and between LOBLAW INC., STAR RETAILERS INC., domestic corporations organized under the laws of the State of New York (hereinafter referred to as the "Company") party of the first part and FOOD STORE EMPLOYES' UNION, LOCAL #34 (AFFILIATED WITH A.M.C. and B.N.A., A.F.L.-C.I.O.), (hereinafter referred to as the "Union") party of the second part.

ARTICLE I

WHEREAS, the above parties agree to maintain harmonious relations, to agree upon wage rates, standards and conditions of employment, to eliminate strikes, lockouts, boycotts, stoppages of work and other forms of industrial disturbances with a view of establishing ways and means for collective bargaining and for arbitration of grievances and disputes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Company and the Union acting through their duly authorized representatives hereby agree as follows:

ARTICLE II JURISDICTION

THE TERMS OF THIS AGREEMENT SHALL BE APPLICABLE TO ALL EMPLOYES (EXCLUDING STORE MANAGERS) OF STORES OF THE COMPANY AS FOLLOWS:

COUNTIES OF ERIE AND NIAGARA, NEW YORK

ALBION, N. Y.
MEDINA, N. Y.
BATAVIA, N. Y.
BROCKPORT, N. Y.
DUNKIRK, N. Y.
OLEAN, N. Y.
FREDONIA, N. Y.
HORNELL, N. Y.

SALAMANCA, N. Y.
WELLSVILLE, N. Y.
WESTFIELD, N. Y.
ERIE, PA.
BRADFORD, PA.
CORRY, PA.
WARREN, PA.

ARTICLE III

UNION SHOP

All employes in the Bargaining Unit, as a condition of employment must, thirty-one (31) days after the date of this Agreement, become and remain members of the Union in good standing for the life of this Agreement. All employes hired after the date of this Agreement must, thirty-one days after the date of their hiring, become and remain members of the Union in good standing. Good standing shall be defined as the payment or tender of initiation fees and/or dues. Upon written notice from the Union, the Company will dismiss any employe who fails to comply with the provisions of this Article.

ARTICLE IV

CHECK-OFF

A. UPON RECEIPT OF PROPER WRITTEN AUTHORIZATION FROM AN EMPLOYE, THE COMPANY AGREES TO DEDUCT FROM THE WAGES OF SAID EMPLOYE DUES AND INITIATION FEES AS SPECIFIED BY THE UNION AND TO PROMPTLY FORWARD SAME TO THE UNION. It is understood that any authorization for payroll deduction shall be voluntary on the part of the employe and may be cancelled as provided in the authorization notice shown below as Paragraph B.

B. TO: LOBLAW INC. AND/OR STAR RETAILERS INC.

I hereby authorize LOBLAW INC. AND/OR STAR RETAILERS INC. to deduct, commencing with the next payroll date following the date of this check-off and monthly thereafter from my wages, the initiation fee and periodic dues payable to Local 34, FOOD STORE EMPLOYEES UNION, affiliated AMC & BW of NA, AFL-CIO. The sums thus to be deducted are hereby assigned by me to said Local 34, and I hereby authorize and direct LOBLAW INC. AND/OR STAR RETAILERS INC. to remit the same to the Secretary-Treasurer of Local 34, to its office in Buffalo, New York.

This authorization and assignment shall be irrevocable for a period of one year from this date or until the termination date of the current collective bargaining agreement between LOBLAW INC., STAR RETAILERS INC. and Local 34, FOOD STORE EMPLOYEES UNION, affiliated AMC & BW or NA, AFL-CIO, whichever event occurs sooner, and shall continue thereafter in full force and effect for yearly periods beyond the one year irrevocable period provided for immediately above and each subsequent yearly period shall be similarly irrevocable unless revoked by me as follows:

Any revocation during any of the said yearly periods must be made in writing by registered letter both to LOBLAW INC. AND/OR STAR RETAILERS INC. and Local 34, FOOD STORE EMPLOYEES UNION, affiliated AMC & BW of NA, AFL-CIO, at the Buffalo Office of each no sooner than 20 days and no later than 10 days preceding the expiration of any such irrevocable period.

DATED: _____

NAME: _____

ADDRESS: _____

WITNESSETH: _____

C. The Union agrees to indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that might arise out of or by reason of action taken or not taken in respect to deduction of dues and initiation fees made pursuant to the provisions of this Article.

ARTICLE V WORK ASSIGNMENTS

EMPLOYEES SHALL PERFORM WHATEVER WORK (EITHER MEAT OR GROCERY) THAT THE STORE MANAGER, OR THE DISTRICT MANAGER MAY ASSIGN, WITH THE UNDERSTANDING THAT WHEN AN EMPLOYEE IS ASSIGNED TO A JOB PAYING A LESSER RATE, HE WILL BE ENTITLED TO HIS REGULAR RATE OF PAY UNLESS HE HAS BEEN PERMANENTLY TRANSFERRED TO A LOWER RATED JOB.

ARTICLE VI RATES OF PAY

A. THE RATES OF EMPLOYEES, EXCEPT PART TIME EMPLOYEES HIRED AFTER SEPTEMBER 6, 1964, SHALL BE INCREASED

DURING THE TERM OF THIS CONTRACT IN ACCORDANCE WITH THE FOLLOWING SCHEDULE (UNLESS THE VOLUME OF SALES SCHEDULE BELOW CALLS FOR A LESSER AMOUNT FOR HEAD CUTTER, HEAD CASHIER, ASSISTANT GROCERY MANAGER OR PRODUCE HEAD) OR TO THE CONTRACT RATE OUTLINED BELOW, WHICHEVER IS GREATER:

CLASSIFICATION	Effective 3/6/66		Effective 12/4/66	
	Amount of Increase Per Week	Per Hour	Amount of Increase Per Week	Per Hour
FULL TIME EMPLOYEES	\$ 2.00	\$.05	\$ 2.00	\$.05
PART TIME EMPLOYEES Hired Prior to 9/6/64	--	.05	--	.05

B. THE FOLLOWING MINIMUM RATES WILL BE PAID DURING THE TERM OF THIS CONTRACT:

CLASSIFICATION	Effective 9/6/64		Effective 3/6/66		Effective 12/4/66	
	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour
Assistant Grocery Manager:						
Grocery & Produce Sales To:						
\$10,000.	\$120.50	\$3.013	\$122.50	\$3.063	\$124.50	\$3.113
10,000. to 20,000.	125.50	3.138	127.50	3.188	129.50	3.238
20,000. to 30,000.	128.50	3.213	130.50	3.263	132.50	3.313
Over 30,000.	130.50	3.263	132.50	3.313	134.50	3.363

CLASSIFICATION	Effective 9/6/64		Effective 3/6/66		Effective 12/4/66	
	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour
Produce Head:						
Grocery & Produce Sales To:						
\$ 6,500.	No Produce Head		No Produce Head		No Produce Head	
6,500. to 13,000.	\$110.50	\$2.763	\$112.50	\$2.813	\$114.50	\$2.863
13,000. to 20,000.	113.50	2.838	115.50	2.888	117.50	2.938
20,000. to 30,000.	115.50	2.888	117.50	2.938	119.50	2.988
Over 30,000.	118.50	2.963	120.50	3.013	122.50	3.063
Male Grocery Hired prior to 9/6/64						
1st 2 months	\$82.00	\$2.050	\$84.00	\$2.100	\$86.00	\$2.150
Next 4 months	87.00	2.175	89.00	2.225	91.00	2.275
2nd 6 months	90.00	2.250	92.00	2.300	94.00	2.350
3rd 6 months	94.00	2.350	96.00	2.400	98.00	2.450
4th 6 months	98.00	2.450	100.00	2.500	102.00	2.550
Thereafter	103.50	2.588	105.50	2.638	107.50	2.688
Male Grocery Hired or Classified after 9/6/64						
1st 6 months	\$ 81.60	\$2.040	\$ 83.60	\$2.090	\$ 85.60	\$2.140
2nd 6 months	84.80	2.120	86.80	2.170	88.80	2.220
2nd year	89.60	2.240	91.60	2.290	93.60	2.340
3rd year	94.80	2.370	96.80	2.420	98.80	2.470
Thereafter	99.60	2.490	101.60	2.540	103.60	2.590

CLASSIFICATION	Effective 9/6/64		Effective 3/6/66		Effective 12/4/66	
	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour
Female Grocery & Meat Hired prior to 9/6/64						
1st 2 months	\$ 76.90	\$1.923	\$ 78.90	\$1.973	\$ 80.90	\$2.023
Next 10 months	81.90	2.048	83.90	2.098	85.90	2.148
2nd year	85.90	2.148	87.90	2.198	89.90	2.248
3rd year	91.10	2.278	93.10	2.328	95.10	2.378
Then	99.40	2.485	101.40	2.535	103.40	2.585
Female Grocery & Meat Hired or Classified after 9/6/64						
1st 6 months	\$ 67.00	\$1.675	\$ 69.00	\$1.725	\$ 71.00	\$1.775
2nd 6 months	72.00	1.800	74.00	1.850	76.00	1.900
3rd 6 months	76.00	1.900	78.00	1.950	80.00	2.000
4th 6 months	80.00	2.000	82.00	2.050	84.00	2.100
Thereafter	84.00	2.100	86.00	2.150	88.00	2.200
Head Cutter						
Meat Sales To:						
\$10,000.	\$137.50	\$3.438	\$139.50	\$3.488	\$141.50	\$3.538
Over 10,000.	142.50	3.563	144.50	3.613	146.50	3.663
First Cutter	\$125.50	\$3.138	\$127.50	\$3.188	\$129.50	\$3.238

CLASSIFICATION	Effective 9/6/64		Effective 3/6/66		Effective 12/4/66	
	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour
Journeyman Meat Cutter	\$120.50	\$3.013	\$122.50	\$3.063	\$124.50	\$3.113
Male Counter Help	\$103.00	\$2.575	\$105.00	\$2.625	\$107.00	\$2.675
Apprentice Meat Cutter						
1st 2 months	\$ 89.00	\$2.225	\$ 91.00	\$2.275	\$ 93.00	\$2.325
Next 4 months	94.00	2.350	96.00	2.400	98.00	2.450
2nd 6 months	99.00	2.475	101.00	2.525	103.00	2.575
3rd 6 months	104.00	2.600	106.00	2.650	108.00	2.700
4th 6 months	109.00	2.725	111.00	2.775	113.00	2.825
Then	----- JMC RATE -----					

Head Cashier Differentials:

Stores with Total Weekly Sales To:

\$20,000.	\$.150 over Hourly Rate	\$ 6.00 over Weekly Rate
20,000. to 40,000.	.200 over Hourly Rate	8.00 over Weekly Rate
Over 40,000.	.250 over Hourly Rate	10.00 over Weekly Rate

Hourly Rates Effective

	9/6/64	3/6/66	12/4/66
Part Time Journeyman Cutter			
1st year	\$2.760	\$2.810	\$2.860
Thereafter	2.910	2.960	3.010
Part Time Counterman	\$2.410	\$2.460	\$2.510

CLASSIFICATION**Part Time Male and Female****9/6/64****Hourly Rates Effective****3/6/66****12/4/66****Hired prior to 9/6/64**

1st	6 months	\$1.840
2nd	6 months	1.890
3rd	6 months	1.940
4th	6 months	1.990
Thereafter		2.040

\$1.890	\$1.940
1.940	1.990
1.990	2.040
2.040	2.090
2.090	2.140

Part Time Male and Female**Hourly Rates Effective 9/6/64****Hired after 9/6/64**

1st	6 months
2nd	6 months
3rd	6 months
4th	6 months
Thereafter	

\$1.350
1.400
1.500
1.650
1.800

C. It is agreed that during the term of this Agreement, no employe's wage will be reduced below the amount he or she is receiving at the present time, except where rates are based on volume of sales or changes of position are necessary due to lack of ability.

D. Rates based on sales shall be reviewed and adjusted when necessary, based on average sales in the twenty-six full calendar weeks ending four weeks prior to any effective date of any general rate change or contract renewal date.

E. In new stores, rates based on sales will be determined by the average weekly volume in the twelve (12) weeks following opening week. Where necessary, retro-active adjustments will be made back to the Monday preceding the opening day of the store.

F. A night shift differential of 25¢ per hour from 6:00 P.M. until midnight, and 35¢ per hour from midnight until 8:00 A.M., shall be paid to any full time employe who works night shift hours when the store is not open for business.

G. Full time employes who are scheduled to work days, and who commence their day shift prior to 6:00 A.M., will be paid 25¢ per hour for the hours worked from a starting time before 6:00 A.M. to 9:00 A.M. Monday through Thursday, and to 8:30 A.M. Friday and Saturday.

H. PART TIME EMPLOYES WHO HAVE BEEN MEMBERS OF THE UNION AND ARE SUBSEQUENTLY CLASSIFIED FULL TIME, SHALL BE PAID THE APPLICABLE RATE FOR MALE GROCERY, THE APPLICABLE RATE FOR FEMALE GROCERY AND MEAT, OR THE "NEXT 4 MONTHS" RATE FOR APPRENTICE MEAT CUTTER, AS THE CASE MAY BE, OR THEIR PART TIME RATE, WHICHEVER IS GREATER, UNTIL THEIR LENGTH OF SERVICE WARRANTS A HIGHER RATE OR PROVIDED THEY HAVE NOT HAD UNION CERTIFIED PREVIOUS FULL TIME EXPERIENCE WHICH WOULD WARRANT A HIGHER RATE. THE STARTING RATE IN THE APPRENTICE MEAT CUTTER CLASSIFICATION OF \$5.00 PER WEEK BELOW THE WAGE SCHEDULE FOR A PERIOD OF TWO MONTHS, SHALL APPLY ONLY TO EMPLOYES WHO HAVE

NEVER WORKED FOR THE COMPANY PREVIOUSLY, EITHER FULL TIME OR PART TIME, AND TO EMPLOYEES WHO DO NOT QUALIFY FOR UNION CERTIFIED PREVIOUS FULL TIME EXPERIENCE CREDIT, AS SET FORTH IN ARTICLE VII.

I. The rate of pay applicable to store employees engaged in taking inventory after store hours shall be \$8.00 per person regardless of the day of the week or the length of time involved.

J. A Journeyman Meat Cutter is defined as a man who is capable of cutting and preparing meat in forms acceptable to the retail trade and in a manner that will yield the maximum of profitable cuts from a carcass. He must also be proficient in waiting on customers and have the knowledge and ability to perform the general detailed tasks in a Meat and Fish Department.

K. AN EMPLOYEE WHO FOR ANY REASON ACTS AS A STORE MANAGER FOR ONE OR MORE FULL DAYS IN A WEEK IN ADDITION TO THE MANAGER'S REGULAR DAY OFF, WILL BE PAID 25¢ PER HOUR FOR TIME SO WORKED. EMPLOYEES ACTING AS STORE MANAGERS FOR LESS THAN A FULL DAY, IN ADDITION TO THE MANAGER'S REGULAR DAY OFF WILL RECEIVE NO ADDED COMPENSATION. AN EMPLOYEE ACTING AS A STORE MANAGER FOR A FULL CALENDAR WEEK WILL BE PAID ON A STRAIGHT TIME BASIS EITHER \$136.00 PER WEEK AFTER SEPTEMBER 6, 1964; \$138.00 PER WEEK AFTER MARCH 6, 1966; \$140.00 PER WEEK AFTER DECEMBER 4, 1966; OR \$20.00 MORE THAN HIS REGULAR WEEKLY RATE, WHICHEVER IS GREATER.

L. A FIRST CUTTER WHO REPLACES A HEAD CUTTER FOR FORTY (40) HOURS IN A CALENDAR WEEK (OR A WEEK WHILE A HEAD CUTTER IS ON VACATION) WILL RECEIVE THE CONTRACT RATE FOR HEAD

CUTTER OF THAT STORE FOR THAT WEEK.

M. A JOURNEYMAN MEAT CUTTER WHO REPLACES OR ACTS AS A FIRST CUTTER FOR FORTY (40) HOURS IN A CALENDAR WEEK WILL RECEIVE THE CONTRACT RATE FOR FIRST CUTTER FOR THAT WEEK.

N. A FEMALE EMPLOYEE WHO ACTS AS A HEAD CASHIER FOR FORTY (40) HOURS IN A CALENDAR WEEK WILL BE PAID THE HEAD CASHIER DIFFERENTIAL APPLICABLE TO THE STORE OF EMPLOYMENT. ADDITIONAL COMPENSATION WILL NOT BE PAID TO FEMALE EMPLOYEES WHO ACT AS HEAD CASHIERS FOR LESS THAN FORTY (40) HOURS IN A CALENDAR WEEK.

O. AN EMPLOYEE WHO ACTS AS AN ASSISTANT GROCERY MANAGER FOR FORTY (40) HOURS IN A CALENDAR WEEK WILL BE PAID \$10.00 OVER HIS REGULAR RATE, BUT NOT LESS THAN \$10.00 MORE THAN THE MINIMUM PRODUCE HEAD RATE. AN EMPLOYEE WHO ACTS AS AN ASSISTANT GROCERY MANAGER FOR LESS THAN FORTY (40) HOURS IN A CALENDAR WEEK WILL BE PAID NO ADDITIONAL COMPENSATION.

P. A Produce Head who is on vacation or is temporarily absent for personal reasons for a full calendar week will be replaced. A Produce Head absent from his duties as a Produce Head at the request of the company shall be replaced commencing with the first full day of absence of the Produce Head. A replacement for a Produce Head shall be paid the Produce Head rate for that store.

(“Full Calendar Week” or “Full Week” as referred to in this Article, shall mean Monday through Saturday.)

ARTICLE VII

HIRING (Previous Experience) FULL TIME

Proven previous full time experience in the industry will be recognized by the Company for the purpose of establishing weekly wage rates only. Completed full months of employment will be counted in determining the length of service to be credited. The amount of credit shall be limited to full time experience in the two years immediately preceding the date of employment and will not be added to the employe's job rate until the Monday of the week in which written certification is received from the Union. In no event will past service credits be applied unless certified to by the Union. The wage rate of employes credited with previous experience who have never worked for the Company previously shall be established at the bracket one step lower than the full credit would call for.

ARTICLE VIII

LENGTH OF SERVICE INCREASES

It is agreed that to simplify the process of granting increases based on length of service, all such increases which become due in any calendar month shall become effective as of the first day of the week in which the 15th of the month falls.

ARTICLE IX

HOURS AND OVERTIME

Full Time Employes

A. THE NORMAL WORK WEEK OF FULL TIME EMPLOYES SHALL CONSIST OF FIVE (5) DAYS OF EIGHT (8) HOURS EACH. TIME WORKED IN EXCESS OF EIGHT (8) HOURS IN A DAY OR FORTY (40) HOURS IN A WEEK

SHALL BE PAID AT THE RATE OF TIME AND ONE-HALF THE REGULAR HOURLY RATE, BUT OVERTIME PAYMENTS SHALL NOT BE DUPLICATED FOR THE SAME HOURS WORKED.

B. (1) FULL TIME EMPLOYEES MAY BE SCHEDULED AT STRAIGHT TIME RATES ON SHIFTS COMMENCING AT ANY TIME FROM 6:00 A.M. TO 12:00 NOON.

(2) IN STORES WHICH CLOSE AT 9:00 P.M. OR EARLIER, FULL TIME CASHIERS MAY BE SCHEDULED TO WORK FROM 12:15 P.M. TO 9:15 P.M. AT STRAIGHT TIME. OTHER FULL TIME EMPLOYEES MAY BE SCHEDULED TO WORK FROM 12:30 P.M. TO 9:30 P.M. AT STRAIGHT TIME. TIME WORKED AFTER 9:00 P.M. SHALL BE DEVOTED TO DUTIES INCIDENTAL TO THE CLOSING OF THE STORE AND SHALL NOT BE USED FOR THE PURPOSE OF RE-STOCKING.

C. Full time employees who are scheduled to work days and who commence their day shift prior to 6:00 A.M. will be paid \$.25 per hour for all hours worked from a starting time before 6:00 A.M. to 9:00 A.M. Monday through Thursday, and 8:30 A.M. Friday and Saturday, as provided in Article VI, Paragraph G.

The foregoing shall not apply to night stockers.

D. Regularly scheduled night stockers (full time employees) shall be paid the regular straight time hourly rate, plus any premium to which they may be entitled for night work, as provided in Article VI, Paragraph F. A full time employee who is scheduled to work days during a week may not be used as a night stocker that same week except in case of emergency. Emergency night stockers after having worked one night in a week regardless of circumstances shall be paid at the rate of time and one-half their regular hourly

rate for work performed between the hours of 6:00 P.M. and 6:00 A.M.

ARTICLE X

HOURS AND OVERTIME Part Time Employes

- A. (1) BEGINNING NOT LATER THAN OCTOBER 19, 1964 AND FOR THE DURATION OF THE CONTRACT, THE COMPANY WILL GUARANTEE ALL EMPLOYES WHO HAVE BEEN REDUCED FROM FULL TIME TO PART TIME DURING THE PERIOD SEPTEMBER 6, 1962 TO SEPTEMBER 6, 1964, THE OPPORTUNITY TO WORK THIRTY-TWO (32) HOURS PER WEEK IN FIVE (5) DAYS OR LESS. IT IS UNDERSTOOD THAT THESE EMPLOYES MAY BE SCHEDULED TO WORK IN MORE THAN ONE STORE IN THE SAME WEEK. IT IS ALSO UNDERSTOOD THAT THESE EMPLOYES WILL BE CONSIDERED AS PART TIME EMPLOYES FOR THE PURPOSES OF HEALTH AND WELFARE AND PENSION CONTRIBUTIONS.

(2) ANY EMPLOYEE QUALIFIED FOR THE GUARANTEE OF THIRTY-TWO (32) HOURS WORK PER WEEK AS PROVIDED ABOVE, WHO VOLUNTARILY WAIVES HIS OR HER RIGHT TO THE GUARANTEE SHALL REVERT IN STATUS IN ACCORDANCE WITH THE PROVISIONS OF THE WAIVER AS SET FORTH BELOW:

LOBLAW INC., and/or STAR RETAILERS INC.
Buffalo, New York

WAIVER OF 32 HOUR WORK WEEK GUARANTEE

AS A FORMER FULL TIME EMPLOYEE REDUCED TO PART TIME STATUS DURING THE PERIOD SEPTEMBER 6, 1962 TO SEPTEMBER

BER 6, 1964, I HEREBY VOLUNTARILY WAIVE THE 32 HR. WORK WEEK GUARANTEE AS PROVIDED IN THE UNION CONTRACT BETWEEN LOBLAW INC. AND/OR STAR RETAILERS INC. AND FOODSTORE EMPLOYEES' UNION LOCAL #34 WHICH BECAME EFFECTIVE SEPTEMBER 6, 1964.

I UNDERSTAND THAT AS A RESULT OF THIS VOLUNTARY WAIVER I SHALL BE REDUCED TO THE STATUS OF REGULAR PART TIME AND THAT I SHALL BE PAID IN ACCORDANCE WITH THE CONTRACT RATE FOR REGULAR PART TIME EMPLOYEES WHO WERE ON THE PAYROLL SEPTEMBER 6, 1964. I UNDERSTAND THE COMPANY HAS NO OBLIGATION TO SCHEDULE ME FOR ANY HOURS OF WORK PER WEEK IN EXCESS OF THE MINIMUM HOURS FOR REGULAR PART TIME EMPLOYEES. I FURTHER UNDERSTAND THIS WAIVER MAY NOT BE REVOKED.

Date _____ Signed _____

Witness _____

(3) ANY GUARANTEED EMPLOYEE WHO FAILS TO WORK AT LEAST FOUR (4) WEEKS OF THIRTY TWO (32) HOURS EACH IN ANY PERIOD OF SIXTY (60) CONSECUTIVE CALENDAR DAYS SHALL BE REMOVED FROM THE LIST OF GUARANTEED EMPLOYEES AND SHALL BE REDUCED TO THE STATUS OF A REGULAR PART TIME EMPLOYEE. HE OR SHE SHALL BE PAID AT THE RATE FOR REGULAR PART TIME EMPLOYEES WHO WERE ON THE PAYROLL SEPTEMBER 6, 1964 AND MAY BE SCHEDULED TO WORK ON THE SAME BASIS AS ANY OTHER REGULAR PART TIME EMPLOYEE. THIS SHALL NOT APPLY IN THE EVENT OF AUTHORIZED ABSENCE OR BONA-FIDE ILLNESS.

B. WHERE POSSIBLE, FULL TIME EMPLOYEES REDUCED TO PART TIME STATUS PRIOR TO SEPTEMBER 6, 1962 SHALL BE SCHEDULED FOR TWENTY-EIGHT (28) HOURS OF WORK PER WEEK. THE REMAINING PART TIME WORK, IF ANY, IN THE STORE SHALL BE SCHEDULED AS EQUALLY AS POSSIBLE AMONG OTHER PART TIME EMPLOYEES OF THAT STORE. NO PART TIME EMPLOYEE WHO IS SCHEDULED TO WORK SHALL BE SCHEDULED FOR LESS THAN TWELVE (12) HOURS PER WEEK. UNLESS IT IS NECESSARY TO CALL IN A REPLACEMENT FOR A SCHEDULED EMPLOYEE WHO DOES NOT REPORT AS SCHEDULED. THE REPLACEMENT EMPLOYEE WILL BE SUBJECT TO THE PART TIME "CALL-IN" PROVISION OF ARTICLE XII, PARAGRAPH B.

C. (1) PART TIME EMPLOYEES WHO ARE NOT GUARANTEED THIRTY-TWO (32) HOURS WORK PER WEEK SHALL BE PAID AT THE RATE OF TIME AND ONE-HALF FOR WORK PERFORMED AFTER EIGHT (8) HOURS IN A DAY OR AFTER TWENTY-EIGHT (28) HOURS IN A WEEK, BUT OVERTIME PAYMENTS SHALL NOT BE DUPLICATED FOR THE SAME HOURS WORKED.

(2) PART TIME EMPLOYEES WHO ARE GUARANTEED THIRTY-TWO (32) HOURS WORK PER WEEK SHALL BE PAID AT THE RATE OF TIME AND ONE-HALF FOR WORK PERFORMED AFTER EIGHT (8) HOURS IN A DAY OR AFTER THIRTY-TWO HOURS IN A WEEK BUT OVERTIME PAYMENTS SHALL NOT BE DUPLICATED FOR THE SAME HOURS WORKED.

D. Qualified part time employees who apply for full time work will be given every consideration in filling job openings.

ARTICLE XI

WORK SCHEDULES

A. Work schedules for full time and part time employes will be posted by Saturday for the following week. SCHEDULES ARE TO BE WRITTEN IN INK AND SHALL BE INITIALED BY THE STORE UNION STEWARD PRIOR TO POSTING. Schedules once posted may be added to but not reduced. Employes who are not scheduled to work on Saturday will be advised of their schedule for the following week before they leave the store on their last day of work that week.

B. A change in the schedule of a full time employe shall be permitted on eight hours notice in event of the absence of another scheduled full time employe. IN SUCH EVENT A FULL TIME EMPLOYE MAY REFUSE TO PERMIT HIS WORK SCHEDULE TO BE CHANGED IF IT WILL SERIOUSLY INTERFERE WITH HIS PERSONAL AFFAIRS.

C. There shall be no split shifts. This means that each employe shall work the hours of his or her shift continuously except for the lunch period which shall not be of less than one hour duration at mid-day. Evening lunch periods may be scheduled for less than one hour. Employes must be permitted to work at least two hours before their lunch period. Students shall be permitted to work both before and after school hours on the same day.

ARTICLE XII

CALL-IN

A. A full time employe called in to work on his scheduled day off shall be paid at the rate of time and one-half ($1\frac{1}{2}$) his regular rate for all hours so worked. Minimum call-in shall be four (4) hours.

B. No part time employe shall be scheduled for a work day which will produce less than four (4) hours pay unless the employe reports for work less than four (4) hours prior to the closing hour of the store, in which case he shall be permitted to work until the closing hour of the store. If scheduled to report for work at a time when the store is not open for business, part time employes shall be given the opportunity to earn the equivalent of four (4) hours straight time pay. This section shall not apply to pre-school hours.

C. Employes required to work before their duly scheduled starting time, or after their duly scheduled quitting time, shall not be given compensating time off for the purpose of avoiding the application of overtime wage rates.

ARTICLE XIII

REST PERIODS

All full time employes shall be given a rest period of ten (10) minutes before lunch and ten (10) minutes after lunch. Part time employes shall be given rest periods if scheduled to work at least four (4) hours. Employes shall not be given rest periods until they have worked at least one hour.

ARTICLE XIV

ACCIDENTS

All full time employes who are injured while employed in their regular duties by the Company, who because of such injury are required to remain away from work will, upon presentation of a Doctor's Certificate stating that the absence was necessary, be paid for lost time at 2/3rds of the regular rate of pay. Such payments shall not extend beyond seven consecutive days for any accident. An employe injured on the job

shall be paid in full for the day the injury occurs.

ARTICLE XV FUNERAL TIME

IN THE EVENT OF DEATH IN THE IMMEDIATE FAMILY, A FULL TIME EMPLOYEE WILL BE ALLOWED AS "LEAVE" THE THREE DAYS IMMEDIATELY FOLLOWING THE DEATH WITH STRAIGHT TIME PAY FOR ANY OF THE THREE DAYS WHICH ARE REGULARLY SCHEDULED WORKING DAYS. Members of the immediate family are defined as Grandparents, Father, Father-in-law, Mother, Mother-in-law, Sister, Brother, Spouse, Son, Daughter, or any in-law or relative with whom the employe may be residing at the time of death.

ARTICLE XVI TRANSPORTATION

A. An employe temporarily transferred to a store outside a metropolitan area and less than twenty-five (25) miles from his home, will be paid an allowance of ten (10¢) cents for each mile of additional travel during the period of temporary service. AN EMPLOYEE TEMPORARILY TRANSFERRED TO A STORE OUTSIDE A METROPOLITAN AREA AND MORE THAN TWENTY-FIVE (25) MILES FROM HIS HOME, WILL BE PAID AN ALLOWANCE OF TEN (10¢) PER MILE EACH WAY ONCE A WEEK, AND, IN ADDITION, WILL BE PAID TWELVE (\$12.00) DOLLARS FOR EACH DAY AWAY FROM HOME TO COVER BOARD AND ROOM PROVIDED HE ACTUALLY LIVES DURING THE WEEK IN THE TOWN TO WHICH HE IS TRANSFERRED.

B. The following areas shall be considered metropolitan areas for the purpose of this Article:

- (1) City of Buffalo, Lackawanna, Cheektowaga, Williamsville, Snyder, Eggertsville, Kenmore and the Town of Tonawanda, including 3615 Delaware Avenue, 4220 Delaware Avenue, 2245 Colvin Boulevard, 2330 Niagara Falls Boulevard, and 1551 Niagara Falls Boulevard;
- (2) 2681 Abbott Road, 3 South Shore Plaza, 1054 Union Road, Hamburg, Orchard Park;
- (3) East Aurora;
- (4) Depew and Clarence;
- (5) Niagara Falls, Lewiston, North Tonawanda, and Tonawanda including 46 Broad Street, 969 Payne Avenue and 1385 Nash Road.

ARTICLE XVII

SUNDAYS AND HOLIDAYS

A. A FULL TIME EMPLOYEE SHALL BE PAID AT THE RATE OF TIME AND ONE-HALF FOR WORK PERFORMED ON SUNDAY.

B. The following holidays will be recognized:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day.

C. During a week in which a recognized holiday occurs or is observed, full time employees shall be scheduled to work forty (40) hours and, in addition, shall be paid eight hours straight time pay for the holiday, provided the employee works the scheduled day before and the scheduled day following the holiday.

D. A full time employee who works part of the holiday week and is absent due to proven illness or injury will receive the holiday pay.

E. A FULL TIME EMPLOYEE SHALL BE PAID AT THE RATE OF TIME AND ONE-HALF FOR WORK PERFORMED ON ANY OF THE ABOVE MENTIONED HOLIDAYS.

F. DURING A WEEK IN WHICH A RECOGNIZED HOLIDAY OCCURS OR IS OBSERVED, PART TIME EMPLOYEES WHO ARE GUARANTEED THIRTY-TWO (32) HOURS WORK PER WEEK SHALL BE PAID EIGHT (8) HOURS FOR THE HOLIDAY PROVIDED THEY WORK TWENTY-FOUR (24) HOURS IN THE HOLIDAY WEEK. THE NORMAL SCHEDULE OF THESE EMPLOYEES DURING A HOLIDAY WEEK SHALL BE TWENTY-FOUR (24) HOURS TO BE WORKED IN FOUR (4) OR LESS DAYS. THESE HOURS ARE NOT SUBJECT TO THE PART TIME HOLIDAY PREMIUM RATE OF FORTY (40¢) PER HOUR AS PROVIDED IN PARAGRAPH "H" BELOW.

G. AFTER SIX (6) MONTHS CONTINUOUS FULL TIME SERVICE, FULL TIME EMPLOYEES SHALL BE GIVEN ONE (1) PERSONAL HOLIDAY EACH TWELVE (12) MONTH PERIOD COMMENCING AUGUST 1, 1960 FOR LOBLAW AND/OR STAR EMPLOYEES AND MARCH 1, 1963 FOR FORMER CENTURY (ERIE AND NORTH EAST, PA.) EMPLOYEES. THE COMPANY SHALL BE GIVEN TWO (2) WEEKS WRITTEN NOTICE OF AN EMPLOYEE'S CHOICE OF DATE TO OBSERVE HIS PERSONAL HOLIDAY. THE PERSONAL HOLIDAY CANNOT BE USED TO EXTEND A VACATION PERIOD. THE DATE OF A PERSONAL HOLIDAY IS SUBJECT TO COMPANY APPROVAL IN ORDER OF SENIORITY, BUT THE COMPANY SHALL NOT WITHHOLD APPROVAL OF A REQUEST FOR A PERSONAL HOLIDAY UNLESS THE GRANTING WOULD INTERFERE WITH THE EFFICIENT OPERATION OF THE STORE.

H. PART TIME EMPLOYEES NOT GUARANTEED THIRTY-TWO (32) HOURS WORK PER WEEK WHO WORK DURING A HOLIDAY WEEK

WILL BE PAID AN ADDITIONAL FORTY (40¢) CENTS PER HOUR FOR EACH HOUR WORKED DURING THE HOLIDAY WEEK. THIS ADDITIONAL SUM OF FORTY (40¢) CENTS PER HOUR SHALL BE CONSIDERED AS HOLIDAY PAY FOR THE WEEKS IN WHICH THE HOLIDAYS DESIGNATED IN PARAGRAPH "B" ABOVE OCCUR.

ARTICLE XVIII

VACATIONS

A. REGULAR FULL TIME EMPLOYEES SHALL BE GRANTED VACATIONS WITH PAY ON ANNIVERSARY OF CONTINUOUS FULL TIME EMPLOYMENT AS FOLLOWS:

1 YEAR	-	1 WEEK
3 YEARS	-	2 WEEKS
8 YEARS	-	3 WEEKS
20 YEARS	-	4 WEEKS
Effective January 1, 1965 -		
18 YEARS	-	4 WEEKS
Effective January 1, 1966 -		
15 YEARS	-	4 WEEKS

B. The time of vacation shall be fixed by the Company at any mutually convenient time during the calendar year. In the event of conflict in requests of employes for vacation time off, preference shall be given in order of seniority.

C. Arrangements must be made to permit employes to enjoy earned vacation between the actual employment anniversary date and the end of the calendar year in which it occurs. Where necessary, vacations due in the months of November and December may be carried over to January of the following year.

D. After a full time employe has qualified for his first one week vacation, he automatically

qualifies for future one week vacations as of January 1st of each year.

E. After a full time employe has qualified for two weeks vacation, he automatically qualifies for future two week vacations as of January 1st of each year.

F. After a full time employe has qualified for three weeks vacation, he automatically qualifies for future three week vacations as of January 1st of each year.

G. After a full time employe has qualified for four weeks vacation, he automatically qualifies for future four week vacations as of January 1st of each year.

H. A FORMER FULL TIME EMPLOYE WHO ON JANUARY 1ST OF ANY YEAR IS EMPLOYED AS A PART TIME EMPLOYE AND WHO, ON HIS OR HER NEXT ANNIVERSARY OF FULL TIME EMPLOYMENT IS AGAIN WORKING FULL TIME SHALL BE GRANTED FULL TIME VACATION ALLOWANCE AS SET FORTH IN PARAGRAPH "A" OF THIS ARTICLE.

I. IF A FULL TIME EMPLOYE QUALIFIES FOR VACATION ON JANUARY 1ST AND IS DUE TO COMPLETE SERVICE NECESSARY FOR ADDITIONAL VACATION TIME LATER IN THE YEAR, HE MAY TAKE THE TIME EARNED ON JANUARY 1ST EARLY OR WAIT AND TAKE ALL VACATION TIME TOGETHER.

J. IF AN EMPLOYE WHO HAS NOT TAKEN THE VACATION EARNED ON HIS ANNIVERSARY OF EMPLOYMENT OR ON JANUARY 1ST AS THE CASE MAY BE, LEAVES THE EMPLOY OF THE COMPANY (REGARDLESS OF WHETHER OR NOT HE GIVES NOTICE) OR IS SEPARATED FOR ANY REASON OTHER THAN DISHONESTY, HE WILL RECEIVE HIS VACATION PAY AT THE TIME OF LEAVING; HOWEVER, IN NO EVENT MAY AN EMPLOYE

RECEIVE MORE THAN ONE (1) VACATION ENTITLEMENT DURING A CALENDAR YEAR.

K. LOST TIME TOTALING LESS THAN NINETY (90) DAYS IN ANY CALENDAR YEAR SHALL NOT AFFECT VACATION RIGHTS. LOST TIME FOR ANY REASON INCLUDING LEAVES OF ABSENCE FOR MILITARY SERVICE, TOTALING MORE THAN NINETY (90) DAYS IN A CALENDAR YEAR SHALL HAVE THE FOLLOWING EFFECT UPON VACATION ENTITLEMENT THE FOLLOWING CALENDAR YEAR :

LOST TIME OF MORE THAN NINETY (90) DAYS, BUT NOT OVER ONE HUNDRED EIGHTY (180) DAYS SHALL REDUCE VACATION AND VACATION PAY BY 25%.

LOST TIME OF MORE THAN ONE HUNDRED EIGHTY (180) DAYS, BUT NOT OVER TWO HUNDRED SEVENTY (270) DAYS SHALL REDUCE VACATION AND VACATION PAY BY 50%.

LOST TIME OF MORE THAN TWO HUNDRED SEVENTY (270) DAYS SHALL DISQUALIFY FOR VACATION.

L. PART TIME EMPLOYEES INCLUDING FULL TIME EMPLOYEES REDUCED TO PART TIME STATUS WHO DO NOT QUALIFY FOR FULL TIME VACATION ENTITLEMENT AS PROVIDED IN PARAGRAPHS A, D, E, F, G, H, AND I ABOVE, WHO HAVE WORKED A MINIMUM OF FIVE HUNDRED TWENTY (520) HOURS IN THE FIFTY-TWO (52) WEEKS PRECEDING THEIR ANNIVERSARY DATE SHALL BE PAID A VACATION ALLOWANCE ON ANNIVERSARY OF EMPLOYMENT, THE AMOUNT OF WHICH SHALL BE DETERMINED BY DIVIDING BY FIFTY-TWO (52) THE TOTAL OF HOURS WORKED IN THE YEAR PRECEDING THE ANNIVERSARY DATE. ACTUAL TIME OFF, IF REQUESTED, MAY BE TAKEN

AT A MUTUALLY CONVENIENT TIME DURING THE CURRENT CALENDAR YEAR. PART TIME EMPLOYEES WILL NOT BE REQUIRED TO TAKE VACATION TIME OFF UNLESS THEY SO DESIRE.

ARTICLE XIX LAUNDRY

The Company agrees to furnish and launder without charge, all aprons, coats, hoovers, head bands, etc. used by employes in the operation of the store.

ARTICLE XX APPRENTICES

The Company will furnish the Union with a list of employes classified as Meat Cutter Apprentices as of the effective date of the Contract and shall advise the Union of all changes of personnel in this classification.

ARTICLE XXI RULES

A. All employes shall observe the rules and regulations of the Company and willful violations or dishonesty, incompetency, gross insubordination or neglect of an employe shall be sufficient cause for layoffs, discharge or other disciplinary action.

B. Any reasonable rule of the Company requiring physical or medical examination will be promptly complied with by members of the Union.

ARTICLE XXII

LEAVES OF ABSENCE

A. LEAVES OF ABSENCE WITHOUT PAY WHICH IN THE OPINION OF THE UNION AND THE COMPANY ARE NECESSITATED BY CIRCUMSTANCES BEYOND THE CONTROL OF THE EMPLOYEE MAY BE GRANTED FULL TIME EMPLOYEES AND EMPLOYEES REDUCED FROM FULL TO PART TIME STATUS FOR PERIODS NOT TO EXCEED THREE MONTHS ON ANY SINGLE OCCASION. A LEAVE OF ABSENCE WITHOUT PAY FOR THE PURPOSE OF MATRIMONY SHALL BE GRANTED FULL TIME EMPLOYEES AND EMPLOYEES REDUCED FROM FULL TIME TO PART TIME STATUS FOR A PERIOD NOT TO EXCEED TWO WEEKS IN ADDITION TO ANY OTHER LEAVE OF ABSENCE TO WHICH THE EMPLOYEE MAY BE ENTITLED AND REGARDLESS OF LENGTH OF SERVICE.

B. LEAVES OF ABSENCE WITHOUT PAY, FOR AN EMPLOYEE'S PERSONAL CONVENIENCE MAY BE GRANTED WITH THE APPROVAL OF THE UNION AND THE COMPANY.

C. MATERNITY LEAVES WILL BE GRANTED FULL TIME EMPLOYEES AND EMPLOYEES REDUCED FROM FULL TIME TO PART TIME STATUS AFTER ONE YEAR'S CONTINUOUS SERVICE PROVIDED THE EMPLOYEE RETURNS TO WORK WITHIN THREE MONTHS OF THE TERMINATION OF THE PREGNANCY. FULL TIME EMPLOYEES AND EMPLOYEES REDUCED FROM FULL TIME TO PART TIME STATUS ON MATERNITY LEAVE MAY ALSO AVAIL THEMSELVES OF THE "PERSONAL CONVENIENCE" LEAVE OF ABSENCE.

D. Employees on leave of absence shall not build up service credits on length of service wage rates during the period of the leave.

E. An employe on leave of absence may not hold another job.

F. Employes on leave of absence must return to work at the expiration of their leave. Failure to do so will constitute a voluntary termination of the employe.

G. Employes off because of illness or injury for extended periods must periodically advise the Buffalo Personnel Department, if employed in Division I, or their Superintendent or District Manager, if employed in Divisions II or III, of their status and their expected date of return to work. In any event, such employes must give notice of their return to work by Friday of the week prior to their return to work.

ARTICLE XXIII

SENIORITY – PROMOTIONS – LAYOFFS

A. SENIORITY OF FORMER CENTURY FOOD MARKET COMPANY EMPLOYES, WHO BECAME EMPLOYES OF LOBLAW INC. JUNE 12, 1961, SHALL BE ADMINISTERED IN ACCORDANCE WITH THE PROVISIONS OF THIS ARTICLE ON THE FOLLOWING BASIS:

(1) THE MOST RECENT DATE OF EMPLOYMENT WITH CENTURY FOOD MARKET COMPANY WILL BE USED TO DETERMINE SENIORITY OF FORMER CENTURY FOOD MARKET COMPANY EMPLOYES AMONG THEMSELVES.

(2) LOBLAW FULL TIME EMPLOYES ON THE PAYROLL JUNE 12, 1961 SHALL HAVE SENIORITY OVER ALL FORMER CENTURY EMPLOYES.

(3) FORMER CENTURY FULL TIME EMPLOYES ON THE PAYROLL JUNE 12, 1961 SHALL HAVE SENIORITY OVER ALL PART TIME EMPLOYES.

(4) LOBLAW PART TIME EMPLOYEES ON THE PAYROLL JUNE 12, 1961 SHALL HAVE SENIORITY OVER ALL FORMER CENTURY PART TIME EMPLOYEES.

B. Seniority of regular full time employes shall commence as of their starting date as full time employes. SENIORITY OF PART TIME EMPLOYEES SHALL COMMENCE AS OF THEIR STARTING DATE AS PART TIME EMPLOYEES AND SHALL BE RECOGNIZED ONLY AMONG PART TIME EMPLOYEES OF THE SAME STORE, EXCEPT IN THE CASE OF LAYOFF OR RECALL AS PROVIDED IN PARAGRAPHS "H" OF THIS ARTICLE. A full time employe with thirty-one (31) days service, shall have seniority over all part time employes. A PART TIME EMPLOYE WHO HOLDS ANOTHER FULL TIME JOB SHALL HAVE NO SENIORITY STANDING OR RECALL RIGHTS. A REGULAR PART TIME EMPLOYE WHO HOLDS ANOTHER PART TIME JOB SHALL HAVE SENIORITY STANDING AND RECALL RIGHTS.

C. Seniority rights based on length of service, skill, ability, and efficiency shall be recognized. In considering candidates for promotion, if skill, ability, and efficiency are equal, then length of service shall govern and the employe with the greatest length of service shall be promoted. In event of promotion, if in the opinion of the Union the Company fails to give proper recognition to length of service, the matter may, within thirty (30) days of the date of promotion, be made the subject of a grievance to be acted upon in the manner prescribed in this Agreement.

D. FOR PURPOSES OF PROMOTION, SENIORITY SHALL BE CONSIDERED WITHIN EACH OF THE COMPANY'S OPERATING DIVISIONS.

E. An employe may refuse a promotion outside his seniority area without affecting his status in future promotions. "Seniority area" for the purpose of this paragraph shall mean the areas

as defined in Paragraph F, sub-sections 1 through 8, of this Article.

F. IN THE EVENT OF A LAYOFF OR RECALL OF A FULL TIME EMPLOYEE, SENIORITY SHALL BE CONSIDERED WITHIN THE FOLLOWING SEPARATE UNITS:

- (1) ERIE, PA.
- (2) CORRY, WARREN, PA.
- (3) HORNELL, WELLSVILLE, N. Y.
- (4) OLEAN, SALAMANCA, N. Y.; BRADFORD, PA.
- (5) NIAGARA FALLS, TONAWANDA, N. TONAWANDA, N. Y.
- (6) ALBION, MEDINA, BATAVIA, BROCKPORT, N. Y.
- (7) DUNKIRK, WESTFIELD, N. Y.
- (8) ALL OTHER STORES (COUNTY OF ERIE AND LOCKPORT, N. Y.)

The youngest full time employe (male or female) in the store where a reduction in full time staff occurs, may replace only the youngest full time employe of the same sex within the same seniority unit. However, a journeyman cutter or meat cutter apprentice, cannot replace a grocery department employe and likewise, a grocery department employe cannot replace a journeyman cutter or a meat cutter apprentice. A full time employe to be laid off may replace a part time employe of the same store only.

G. IN THE EVENT OF A LAYOFF OR RECALL OF A PART TIME EMPLOYEE SENIORITY SHALL BE CONSIDERED WITHIN EACH DISTRICT MANAGER'S DISTRICT.

H. A PART TIME EMPLOYEE TO BE LAID OFF MAY REPLACE A YOUNGER PART TIME EMPLOYEE IN THE SAME DISTRICT MANAGER'S DISTRICT.

I. A full time employe shall be given one (1) week's notice in event of layoff. If one (1) week's notice is not given, the employe shall

receive five (5) days pay in lieu of notice. This does not apply in event of reduction from full time to part time.

J. FULL TIME EMPLOYEES (EXCLUDING EMPLOYEES TEMPORARILY WORKING FULL TIME DURING VACATION PERIOD), REDUCED TO PART TIME WILL CONTINUE TO RECEIVE THEIR FULL TIME HOURLY RATE UNLESS THE CHANGE IS MADE AT THE REQUEST OF THE EMPLOYEE, IN WHICH CASE THE RATE SHALL BE THE APPROPRIATE PART TIME RATE IN ACCORDANCE WITH LENGTH OF SERVICE.

K. If an employe is called back to work after a layoff and does not report within one week, or if an employe is laid off continuously for a period of twelve (12) months, seniority shall be broken. A reduction from full time to part time shall not be considered as an interruption of seniority.

L. WHEN A STORE IS CLOSED THE EMPLOYEES OF THAT STORE WHO HOLD CLASSIFIED JOBS: I.E., HEAD CUTTER, ASSISTANT GROCERY MANAGER, PRODUCE HEAD AND HEAD CASHIER MAY EXERCISE THEIR TOTAL COMPANY SENIORITY TO REPLACE THE LEAST SENIOR EMPLOYEE HOLDING A SIMILAR CLASSIFIED JOB IN THE SAME PAY LEVEL WITHIN THE SENIORITY AREA. IF THE TOTAL COMPANY SENIORITY OF THE EMPLOYEE FROM THE CLOSED STORE IS NOT SUFFICIENT TO PERMIT A MOVE AT THE SAME PAY LEVEL, THE EMPLOYEE MAY, THEN REPLACE THE LEAST SENIOR EMPLOYEE IN THE NEXT LOWER LEVEL, AGAIN WITHIN THE SAME SENIORITY AREA.

THE FIRST CUTTER MAY, TOTAL COMPANY SENIORITY PERMITTING, REPLACE THE LEAST SENIOR FIRST CUTTER IN THE SENIORITY AREA.

M. A CLASSIFIED EMPLOYEE, I.E., HEAD CUTTER, FIRST CUTTER, ASSISTANT GROCERY MANAGER, PRODUCE HEAD OR HEAD CASHIER, WHO HAS BEEN REDUCED TO A NON-CLASSIFIED JOB (EITHER FULL TIME OR PART TIME) AS THE RESULT OF A STORE CLOSING, WILL BE GIVEN THE FIRST OPPORTUNITY TO RETURN TO HIS OR HER FORMER STATUS AS OPENINGS OCCUR BASED ON TOTAL COMPANY SENIORITY AMONG OTHER SIMILARLY REDUCED EMPLOYEES IN THE SAME SENIORITY AREA, EVEN THOUGH THERE MAY BE OTHER EMPLOYEES IN THE SENIORITY AREA WITH MORE TOTAL COMPANY SENIORITY, BUT WHO HAVE NEVER HELD CLASSIFIED JOBS OR WHO WERE REDUCED FROM CLASSIFIED JOBS FOR A REASON OTHER THAN A STORE CLOSING.

N. TEMPORARY REPLACEMENTS OF HEAD CUTTER, FIRST CUTTER, ASSISTANT GROCERY MANAGER, PRODUCE HEAD AND HEAD CASHIER FOR A PERIOD NOT TO EXCEED FOUR (4) WEEKS SHALL BE HANDLED IN THE FOLLOWING MANNER:

(a) REDUCED FIRST CUTTERS AND REDUCED PRODUCE HEADS WITHIN THE SENIORITY AREA WILL BE USED FOR THE POSITIONS OF FIRST CUTTER AND PRODUCE HEAD IF AVAILABLE;

otherwise

(b) WHEN A TEMPORARY REPLACEMENT FOR ONE OF THE ABOVE JOBS IS NEEDED, THE SENIOR EMPLOYEE OF THE SAME SEX WITHIN THE STORE WHERE THE REPLACEMENT IS REQUIRED WILL BE USED PROVIDED THAT EMPLOYEE IS QUALIFIED TO PERFORM THE WORK. CONSIDERATION WILL BE GIVEN IN THE FOLLOWING ORDER, AND WILL BE LIMITED WITHIN THE STORE TO:

1. FULL TIME EMPLOYES
2. FULL TIME EMPLOYES REDUCED TO PART TIME.

(c) IF NO QUALIFIED REPLACEMENT IS AVAILABLE WITHIN THE STORE, THE REPLACEMENT WILL BE CHOSEN BY SENIORITY FROM QUALIFIED EMPLOYES OF THE SAME SEX WITHIN THE DISTRICT MANAGER'S DISTRICT. THE EMPLOYEE SO CHOSEN MUST BE ADVISED THAT THE TRANSFER IS OF A TEMPORARY NATURE OF NOT MORE THAN FOUR WEEKS, AND THAT UPON COMPLETION OF THE TEMPORARY ASSIGNMENT, THE EMPLOYEE WILL BE RETURNED TO THE STORE FROM WHICH HE CAME.

(d) REPLACEMENTS FOR PERIODS OF NO LONGER THAN FOUR (4) WEEKS ARE CONSIDERED TO BE PROMOTIONS AND OPENINGS WILL BE FILLED IN ACCORDANCE WITH ARTICLE XXIII OF THIS CONTRACT.

ARTICLE XXIV

JOB SECURITY

A. FOR THE DURATION OF THE CONTRACT, I.E., SEPTEMBER 6, 1964 TO SEPTEMBER 10, 1967, THE COMPANY WILL MAINTAIN THE FULL TIME JOB STATUS OF ALL EMPLOYES WHO WERE FULL TIME SEPTEMBER 6, 1964 UNDER THE FOLLOWING CONDITIONS:

(1) WHERE A FULL TIME EMPLOYEE LEAVES THE COMPANY'S EMPLOY DURING THE TERM OF THIS AGREEMENT, THE COMPANY HAS THE UNQUESTIONED RIGHT TO DECIDE HOW SUCH EMPLOYES SHALL BE REPLACED (I.E., ON FULL TIME BASIS, PART TIME, OR NOT AT ALL.)

(2) THE PROVISIONS OF ARTICLE XXIV, PARAGRAPH "A" ABOVE, SHALL NOT APPLY IN THE CASE OF :

(a) ANY STRIKE WHICH AFFECTS THE COMPANY'S OPERATIONS;

or

(b) ACTS OF GOD. (IN THE LATTER CASE, AFFECTED FULL TIME EMPLOYEES WILL BE GIVEN OPPORTUNITY TO WORK WHERE POSSIBLE AND PRACTICAL.)

(3) IN THE CASE OF STORE CLOSINGS, FULL TIME EMPLOYEES IN SUCH STORES SHALL BE ABSORBED IN STORES AS CLOSE AS POSSIBLE AND PRACTICAL TO THE LOCATION OF THE CLOSED STORE.

(4) FOR THE TERM OF THIS AGREEMENT, I.E., SEPTEMBER 6, 1964 TO SEPTEMBER 10, 1967, THE COMPANY AGREES THAT NO NEW FULL TIME EMPLOYEES WILL BE HIRED UNLESS ALL FORMER FULL TIME EMPLOYEES WHO HAVE BEEN REDUCED TO PART TIME AND WHO WERE ON THE PAYROLL SEPTEMBER 6, 1964 AND WHO DESIRE FULL TIME EMPLOYMENT HAVE BEEN GIVEN AN OPPORTUNITY FOR SUCH EMPLOYMENT, SUBJECT TO THEIR ABILITY TO PERFORM AVAILABLE WORK AND TO SENIORITY.

ARTICLE XXV

STRIKES AND LOCKOUTS

Strikes and lockouts of any character or for any reason whatsoever shall be outlawed during the term of this Agreement, provided the principles of arbitration, as outlined in this Agreement, are adhered to.

ARTICLE XXVI

GRIEVANCES AND ARBITRATION

Any, and all disputes, grievances or controversies arising between the parties to this Agreement shall be submitted to arbitration in the event satisfactory adjustment cannot be made between the parties, with the understanding that such disputes, grievances and controversies must be brought to the attention of the party concerned in writing within thirty (30) days after the incident occurs if the incident is to be considered cause for grievance. Arbitration, as in this Agreement contemplated, shall be by an Arbitration Board consisting of one representative of the Union and one representative of the Company. The Board is to be selected within ten (10) days after representatives of the Union and the Company fail to reach a decision acceptable to both parties on the question involved. Should the Arbitration Board fail to agree, a third member shall be appointed by the Director of the United States Conciliation Service upon application by either party. The third member of the Board shall be the one who represents neither the Union nor the Company, and shall be the Chairman and presiding Officer of the Board. The Board shall convene within ten (10) days after its formation and shall, upon notice to both parties, hear the evidence relating to the controversy. Neither party shall consume more than two days to present its evidence. The arbitrators shall have no authority to add to, subtract from, change or modify any provision of this Agreement, but shall interpret the existing provisions of this Agreement and apply them to the specific facts of the grievances, controversies or disputes. Before submitting a difference to a three-man Arbitration Board, the parties shall set forth in writing the specific issues to be arbitrated and the Board shall confine its award to such submission Agreement. The majority decision of the Board shall be

binding upon the Company and the Union, and it shall be submitted in writing within ten (10) days after the conclusion of the hearing unless the time be extended by mutual agreement of the Company and the Union. There shall be no work interruption of any kind pending the decision of the Board of Arbitration. The expense of the third member of the Board shall be shared equally by the parties hereto.

ARTICLE XXVII

PENSION

A. EFFECTIVE OCTOBER 4, 1964 AND FOR THE DURATION OF THIS AGREEMENT, THE COMPANY AGREES TO CONTRIBUTE TO AN INDUSTRY RETAIL PENSION FUND THE SUM OF FIFTEEN CENTS (15¢) PER HOUR FOR EACH HOUR WORKED BY EACH REGULAR FULL TIME EMPLOYEE COVERED BY THIS AGREEMENT, UP TO A MAXIMUM OF FORTY (40) HOURS EACH WEEK. FOR THE PURPOSE OF THIS PARAGRAPH PAID VACATIONS AND PAID HOLIDAYS WILL BE CONSIDERED AS TIME WORKED. THE TRUST AGREEMENT GOVERNING THE FUND WILL BE DEVELOPED BY THE COMPANY AND THE UNION.

B. WITH RESPECT TO ALL NEW FULL TIME EMPLOYEES CONTRIBUTIONS BY THE COMPANY WILL COMMENCE THE FIRST DAY OF THE WEEK FOLLOWING THE COMPLETION OF THIRTY-ONE (31) DAYS OF CONTINUOUS ACTIVE EMPLOYMENT WITH THE COMPANY OR THIRTY-ONE (31) DAYS OF CONTINUOUS ACTIVE EMPLOYMENT IN THE INDUSTRY.

C. THE INDUSTRY PENSION PLAN MUST HAVE THE CONTINUING APPROVAL OF THE INTERNAL REVENUE SERVICE AS AN EX-EMPT PLAN. THE COMPANY WILL NOT BE OBLIGATED TO MAKE ANY CONTRIBUTIONS WHICH ARE NOT DEDUCTIBLE FROM GROSS

INCOME FOR FEDERAL INCOME TAX PURPOSES. THE ACTUAL PAYMENT OF CONTRIBUTIONS WILL BE MADE NOT EARLIER THAN THE DATE WRITTEN APPROVAL OF THE PLAN BY INTERNAL REVENUE SERVICE IS RECEIVED BY THE COMPANY.

D. IT IS THE INTENTION OF THE PARTIES THAT THE FIFTEEN CENTS (15¢) CONTRIBUTION SHALL BE USED TO PROVIDE AN ACTUARIALLY SOUND PLAN OF PENSION BENEFITS WITHIN THE DETERMINATION OF AN ACCREDITED ACTUARY ACCEPTABLE TO BOTH THE COMPANY AND THE UNION, AND TO COVER SUCH REASONABLE EXPENSES AS MAY BE INCURRED IN THE DEVELOPMENT AND OPERATION OF THE PLAN.

E. EACH EMPLOYEE COVERED BY THIS AGREEMENT SHALL RETIRE NOT LATER THAN THE FIRST DAY OF THE CALENDAR MONTH FOLLOWING HIS SIXTY-FIFTH (65TH) BIRTHDAY.

F. EACH FULL TIME EMPLOYEE COVERED BY THIS AGREEMENT WHO IS PRESENTLY OR WHO MAY BECOME A MEMBER OF THE COMPANY'S EXISTING RETIREMENT PLAN SHALL SIGN A WAIVER, IN A FORM ACCEPTABLE TO THE COMPANY, RELEASING THE COMPANY FROM ALL LIABILITY UNDER THE COMPANY'S RETIREMENT PLAN. THE COMPANY SHALL HAVE THE RIGHT TO WITHHOLD THE REFUND OF AN EMPLOYEE'S CONTRIBUTION TO THE COMPANY RETIREMENT PLAN PENDING RECEIPT OF THE AFOREMENTIONED WAIVER FORM SIGNED BY THE EMPLOYEE.

G. IT IS AGREED THAT ALL MATTERS INVOLVING PENSIONS NOT SPECIFICALLY SET FORTH HEREIN SHALL BE DETERMINED BY THE PROVISIONS OF THE TRUST AGREEMENT GOVERNING THE PLAN.

ARTICLE XXVIII

HEALTH & WELFARE

A. THE COMPANY WILL CONTRIBUTE TO LOCAL 34 HEALTH AND WELFARE FUND \$20.80 PER MONTH FOR EACH FULL TIME EMPLOYEE, AND 7¢ PER HOUR WORKED FOR EACH PART TIME EMPLOYEE UP TO A MAXIMUM OF TWENTY-EIGHT (28) HOURS PER WEEK. The Union will assume all liability for employe contributions to New York State D.B.L.

B. Contributions for new full time employes will commence with the first of the month following completion of thirty-one (31) days service. Contributions for new part time employes will commence the first calendar week following completion of three months service.

C. The Company will have representation on the Board of Trustees of the Health and Welfare Fund.

ARTICLE XXIX

JURY DUTY

A full time employe, when serving as a local juror, will be paid the difference between the amount received as a juror and his normal week's pay, provided he makes himself available for work within his regular work schedule when not occupied with jury duty. Employes on jury duty shall not be required to turn over to the Company any money received for jury service on the employe's regular scheduled day off.

ARTICLE XXX NATIONAL GUARD

A. Full time employes who were full time employes of the Company for at least two (2) years on August 1, 1960 and also were members of the National Guard or the Reserve, shall be given time off for encampment, and the Company shall make up any loss in pay for a maximum of two weeks. This applies during the enlistment in effect on August 1, 1960, and does not apply if the employe reenlists.

Any full time employe with two (2) years service, who is required by law to serve in the National Guard or the Reserve, shall also be paid for encampment to a maximum of two (2) weeks.

B. An employe shall not be required to have his vacation time off coincide with a period of active military service.

ARTICLE XXXI STEWARDS

A. ONLY FULL TIME EMPLOYES OR FULL TIME EMPLOYES REDUCED TO PART TIME SHALL BE STEWARDS. FULL TIME EMPLOYEES WHO ARE STEWARDS SHALL BE THE LAST TO BE LAID OFF IN THEIR JOB CLASSIFICATIONS. Stewards shall be limited to one (1) per store. The Company is to be notified of the election or appointment of stewards.

B. Stewards shall be allowed adequate time, as determined by the Company to process grievances.

ARTICLE XXXII

TRANSFERS

A. The right of transfer of employes from store to store shall not be used for purposes of discrimination or discipline.

B. THE COMPANY WILL DISCUSS WITH THE BUSINESS AGENT CONCERNED ANY TRANSFER OF A UNION STEWARD FROM ONE STORE TO ANOTHER. THE MATTER WILL BE DISCUSSED BEFORE THE TRANSFER IS MADE.

ARTICLE XXXIII

FEMALE RESTRICTIONS

A. Female meat wrappers are not to use knives except for Liverwurst, Cheese and Luncheon Meat which cannot be run through a slicer.

B. Females shall not be requested to operate saws or grinders, except where a second grinder is in the market for customer convenience. Females may clean equipment provided it has been dismantled.

ARTICLE XXXIV

TERMINATION

A. THIS AGREEMENT SHALL BECOME EFFECTIVE SEPTEMBER 6, 1964 AND SHALL CONTINUE IN EFFECT UNTIL 12:01 A.M., SEPTEMBER 10, 1967 AND THEREAFTER FOR SUCCESSIVE PERIODS OF ONE YEAR EACH, UNLESS TERMINATED BY EITHER PARTY UPON WRITTEN NOTICE TO THE OTHER, WHICH NOTICE SHALL BE GIVEN NOT LESS THAN SIXTY (60) DAYS PRIOR TO ANY TERMINATION DATE.

B. IN WITNESS WHEREOF, the Company has hereunto caused this instrument to be executed by its duly authorized Officer and the Union, duly authorized by its members, has hereunto caused this instrument to be executed by its duly authorized Officers or representatives this

10th day of November, 1964.

FOR THE COMPANIES:

LOBLAW INC., STAR RETAILERS INC.

M. D. GLEASON

Vice President Finance & Secretary

FOR THE UNION:

FOOD STORE EMPLOYES' UNION - LOCAL
34, AFFILIATED WITH A.M.C. - B.N.A.
(A.F.L. - C.I.O.)

BERTIE WATERS

GERARD SMITH

RAYMOND D. JOHNGEN

- NOTES -

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U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON, D. C. 20212

MAY 26 1967

1st
CWD

March 28, 1967

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Loblaw, Incorporated
678 Bailey Avenue
Buffalo, New York 14206

Gentlemen:

The Bureau of Labor Statistics maintains a file of selected union agreements for government and public use. These agreements are also regularly used in the preparation of studies of contract provisions. We will appreciate receiving a copy of your current agreement(s), identified below, together with any related supplements or wage schedules.

Copy of current union agreement between the Loblaw, Incorporated, Western New York and Northern Pennsylvania and the Amalgamated Meat Cutters and Butcher Workmen of North America local #34.

For statistical purposes, we also need the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage. If no agreement is in effect, please note and return the form.

The file is available for your use, as provided by Section 211 of the Labor Management Relations Act of 1947, except for material submitted with a restriction on public inspection. If you want to be kept informed of the studies we prepare, check the appropriate box below.

Very truly yours,

Arthur M. Ross
Commissioner

If more than one agreement is negotiated, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 1850

2. Name and location of establishment covered by agreement (if different from mailing address shown above) RETAIL FOOD STORES WESTERN NEW YORK

AND NORTH WESTERN PENNA.

3. Product, service, or type of business RETAIL FOOD

Notify me when new BLS collective bargaining agreement studies are issued

WILLIAM K. HOUSEKNECHT

(Your name)

678 BAILEY AVE

(Street)

LABOR RELATIONS REPRESENTATIVE

(Position)

BUFFALO, N.Y. 14240

(City and State)