

MASTER COLLECTIVE AGREEMENT

BETWEEN

NEIL'S INDEPENDENT GROCER

FOUR CORNERS INDEPENDENT GROCER

DUMAS' INDEPENDENT GROCER

GAGNON'S INDEPENDENT GROCER

TERRY'S INDEPENDENT GROCER

NATIONAL GROCERS CO. LTD.

AND

NORTHERN ONTARIO JOINT COUNCIL

- of the -

Retail, Wholesale and Department Store Union, District Council

- of the -

United Food and Commercial Workers International Union



February 1, 2006

to

January 31, 2011 13620 (01)

CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1.	Purpose	1
2.	Recognition	2
3.	Union Security	2
4.	Functions of Management	3
5.	Discharge and Discipline	4
6.	No Discrimination	4
7.	Union Shop Cards	4
8.	Union Privileges	4
9.	Union Stewards	5
10.	Seniority	5
11.	Hours of Work and Overtime	7
12.	Statutory Holidays	9
13.	Vacations	9
14.	Compensation	10
15.	Grievance and Arbitration	11
16.	Wages	12
17.	Temporary Work	13
18.	Health and Welfare	13
19.	Leave of Absence	14
20.	Jury Duty	14
21.	Co-operation	15
22.	Wearing Apparel	15
23.	Part-time Help	15
24.	No Strike, No Lockout	16
25.	Bereavement Leave	16
26.	First Aid Kits	16
27.	Retro-activity	16
28.	Letters of Agreement	16
29.	Term of Agreement	17

APPENDIX "A" - Part-Time Conditions of Employment

1.	Recognition	18
2.	Seniority	18
3.	Union Security	19
4.	Functions of Management	19
5.	Discharge and Discipline	20
6.	Discrimination	20
7.	Union Privileges	20
8.	Hours of Work	20
9.	Overtime	20
10.	Statutory Holidays	20
11.	Vacations	21
12.	Workers' Compensation	21
13.	Grievance and Arbitration	21
14.	Wages	21
15.	Rest Periods	21
16.	Working Conditions	21
17.	Bereavement Leave	22
18.	No Strike, No Lockout	22
19.	Wearing Apparel	22
20.	Part-time Benefits	22

APPENDIX "B" - Group Benefit Plan	23
APPENDIX "C" - Full-Time Wage Rates	23
APPENDIX "D" - Part-Time Wage Rates	26
APPENDIX "E" - Part-Time Wage Rates	27
APPENDIX "F" - Part-Time Wage Rates	28
APPENDIX "G" - Part-Time Wage Rates	29
APPENDIX "H" - Front-End Store Clerks	30

LETTER OF AGREEMENT #1	31
LETTER OF AGREEMENT #2	32
LETTER OF AGREEMENT #3	33
LETTER OF AGREEMENT #4	34
LETTER OF AGREEMENT #5	35
LETTER OF AGREEMENT #6	36
LETTER OF AGREEMENT #7	37
LETTER OF AGREEMENT #8	38
LETTER OF AGREEMENT #9	39

2006 - 2011

COLLECTIVE AGREEMENT

BETWEEN: NATIONAL GROCERS CO. LTD.

AND: THE UNDERSIGNED INDEPENDENT GROCERS

AND: THE SUCH OTHER FRANCHISES AS SET OUT BELOW

AND: 2079420 ONTARIO LTD.
carrying on a business as
NEIL'S - INDEPENDENT GROCER

AND: FOUR CORNERS - INDEPENDENT GROCER

AND: 1199840 ONTARIO LTD.
carrying on a business as
DUMAS' - INDEPENDENT GROCER

AND: 4052404 CANADA INC.
carrying on a business as
GAGNON'S - INDEPENDENT GROCER

AND: 1449282 ONTARIO LTD.
carrying on a business as
TERRY'S - INDEPENDENT GROCER
(hereinafter called "the Employer(s)")

- A N D -

**NORTHERN ONTARIO JOINT COUNCIL - of the - RETAIL,
WHOLESALE AND DEPARTMENT STORE UNION, DISTRICT
COUNCIL - of the - UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION**
(hereinafter called "the Union")

WITNESSETH and is hereby agreed as follows:

ARTICLE 1 - PURPOSE:

1.01 The Employer(s) 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(s), to promote efficiency and service, to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment, and to create a multi-store Collective Agreement with a recognition clause providing for a single multi-store bargaining unit.

ARTICLE 2 - RECOGNITION:

2.01 (a) UNION RECOGNITION

The applicable undersigned Employer(s), their successors and other new Y.I.G. franchises shall be required as a condition of their franchise agreement to participate in the terms of this Collective Agreement and shall recognize the Northern Ontario Joint Council - of the Retail, Wholesale and Department Store Union, District Council - of the - United Food and Commercial Workers International Union as the sole and exclusive bargaining agency for all employees at its stores in the province of Ontario save and except Owner/Manager, persons above the rank of Owner/Manager, bookkeeper, Computer Assisted Ordering (CAO) Manager, and one Department Manager to be designated by the Employer(s), located in the geographical jurisdiction as set out in Section 2.01 (b) herein, as one single multi-store bargaining unit for the purposes of the *Ontario Labour Relations Act*.

(b) GEOGRAPHICAL JURISDICTION

The Employer(s) recognize the Union as set out above in 2.01 (a) in the province of Ontario, to the south, the northern city limits of the City of Orillia; to the southwest, including the District of Parry Sound; to the east including the District of Muskoka, and for clarity, including that part of the province of Ontario which lies north of the Municipality of North Bay, including the Municipality of North Bay.

- (c) The Employer(s) and/or franchises agree that all present Employer(s) and/or their successors and other new future Y.I.G. franchises shall become and/or remain covered under the terms of this single multi-store bargaining unit and the terms of the Collective Agreement.

2.02 A full-time employee covered by this Agreement shall be an employee who is normally scheduled to work 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. All terms and conditions of employment of part-time employees shall be governed exclusively 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.

3.02 The Employer(s) shall, during the term of this Agreement, as a condition of employment, deduct from members of the bargaining unit the regular weekly union dues, special assessments, and initiation fees in the amount and manner specified by the Union By Laws and Constitution and such deducted dues shall be remitted to the Union presently located at 230 Regent Street, Sudbury, Ontario P3C 4C5 prior to the 15th day of the month following the month in which such deduction is made. The Employer(s) shall notify the Union of new full-time employees' classifications and rates of pay in addition to terminations, on a monthly basis. Deduction statements shall be

documented by location, containing 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(s) agree to record the annual union dues deduction for each employee on his T-4 Form.

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

3.04 In the case of all persons now in the employment of, or who enter into the employment of, the Employer(s) 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 within thirty (30) days worked from the commencement of their employment at each store. The Employer(s) agree that it will inform all new employees prior to or at the time of hiring of the Union security provisions of the Agreement.

3.05 The first thirty (30) days worked at each store shall be considered a probationary period. For employees hired subsequent to date of ratification (June 17, 2006), the first ninety (90) shifts worked at each store shall be considered a probationary period. It is understood between the Employer(s) 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.

3.06 The Employer(s) agree to forward to the Union Office on a monthly basis for each store, a complete alphabetical listing of all employees including their home address, telephone numbers, starting date, department and Social Insurance Number subject to the employee consenting to the use of his or her social insurance number, separated into full and part-time.

The Employer(s) agree to give to the union a list of new employees hired each month. The Employer(s) also agrees at the same time each month to supply to the union, along with a list of known name changes, a list of all persons whose employment has been terminated.

ARTICLE 4 - FUNCTIONS OF MANAGEMENT:

4.01 The Union agrees that the Employer(s) have 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.

4.02 It is agreed that the direction of the working force shall be at the discretion of the Employer(s) within the terms of this Agreement.

ARTICLE 5 - DISCHARGE AND DISCIPLINE:

5.01 No employee who has completed his probationary period 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(s) agree that whenever an interview is held with an employee regarding his work or conduct which becomes part of his record, the Store Steward or another employee chosen by the employee if a Union Steward is not on the premises, shall be present at such interview. The employee concerned will be advised of such by management and such employee shall be further advised that they may request another employee of their choice who is on the premises to be present during such interview. The Steward or Union Representative will leave the meeting if requested to leave by the employee.

ARTICLE 6 - NO DISCRIMINATION:

6.01 There shall be no discrimination on account of race, colour, creed, national origin, sex, or membership in the Union or activity in the Union.

ARTICLE 7 - UNION SHOP CARDS:

7.01 It will be the duty of the Employer(s) 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(s) shall have their usage only until such time as the Union shall request their return. The Employer(s) agree to surrender same immediately upon demand by the Union.

The Employer(s) further agree that the employees may wear Union buttons while on duty.

7.02 The Employer(s) will provide notice boards for the Union's exclusive use, where the Union will have the right to post notices of meetings or such other official Union notices as may be required, provided all such notices have the prior approval of the Store Manager or Owner for posting. All notices shall be signed on behalf of the Union by one of the following persons:

An authorized representative of the Local Union
or a representative of the International Union

ARTICLE 8 - UNION PRIVILEGES:

8.01 It is agreed that the Business Representative of the Union 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 not unduly disturb the Employer(s)' business and further, that the Business Representative shall report his presence to the Store Manager upon arrival at the store.

ARTICLE 9 - UNION STEWARDS:

9.01 The Union shall have the right to appoint and the Employer(s) shall recognize one (1) Union Steward and one (1) Alternate Union Steward per store covered by this Collective Agreement.

9.02 It is agreed that the Union Negotiating Committee for this Collective Agreement shall be comprised of five (5) members, as appointed by the Union.

9.03 Members of the Union Negotiating Committee who are employees of the Employer(s) shall suffer no loss in pay for time spent during their normal working hours while attending negotiating meetings with officials of the Employer(s).

9.04 Within two (2) weeks of being hired, employees will be introduced (individually or as a group) to the union steward.

ARTICLE 10 - SENIORITY:

10.01 (a) Seniority shall be recognized by the Employer(s) and shall be based on the length of continuous service as a full-time employee at each store. It is agreed that employees only acquire and exercise seniority on an individual store by store basis.

(b) Seniority is the principle of granting preference to full-time employees for promotions, demotions, transfers, lay offs in accordance with an employee's bargaining unit seniority, but only when an employee has the ability and qualifications necessary to fill the normal requirements of the job.

10.02 Regular full-time employees shall not attain seniority until they have completed a probationary period with the Employer(s). Such probationary period shall be thirty (30) days worked at each store. For employees hired subsequent to date of ratification (April 9th, 2001), the first ninety (90) days worked at each store shall be considered a probationary period. However, should a probationary employee complete such service, his seniority will date back to the commencement of his continuous full-time employment at such store.

10.03 In cases of lay off and recall the principle of seniority shall govern provided the senior employee has the ability and qualifications to perform the job.

Employees with less than one (1) year's service at a store 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 at a store will be given two (2) weeks' notice of lay off or two (2) weeks' pay in lieu of notice or as required by *Employment Standards Act*.

10.04 Seniority lists for full-time employees shall be posted by the Employer(s) quarterly, a copy of which shall be sent to the Union office.

10.05 (a) Persons outside the bargaining unit returning to the bargaining unit shall return to a position no higher than their former position in the bargaining unit;

(b) In the event of persons returning to or entering the bargaining unit, resulting in the demotion of employees within the bargaining unit, such demoted employees will have their former rate maintained for a period of eight (8) weeks;

(c) Anyone promoted to a Management position subsequent to the date of ratification of this Agreement will maintain bargaining unit seniority based on their length of service within the bargaining unit.

10.06 Seniority shall be considered terminated if an employee:

(a) voluntarily leaves the employment of the Employer(s);

(b) is discharged for cause;

(c) is absent from work for more than three (3) consecutive working days without prior notification to the Employer(s) or fails to provide a reason satisfactory to the Employer(s) for such absence;

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

- (e) fails to return to work upon the conclusion of a leave of absence unless his failure to return is for reasonable cause;
- (f) fails to take a medical examination by a qualified medical practitioner when requested by the Employer(s) when there is a question of the employee's ability to perform his/her job in a suitable manner;
- (g) 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 is the lesser, but in no event, less than six (6) months.
- (h) uses an approved leave of absence for reasons other than those specified to the Employer.

10.07 A full-time employee reduced to part-time due to lay off shall carry his/her full seniority to the part-time seniority list.

10.08 Upon written notice to the Employer(s) and by mutual agreement, full-time employees may be granted a change in status from that of a full-time employee to that of a part-time employee and shall then be subject to the conditions as set out in Section 10.07 and shall thereafter be subject to the conditions as outlined in Appendix "A".

10.09 Following the successful completion of the full-time probationary periods, a part-time employee who is hired full-time shall be credited with fifty (50%) percent of his part-time bargaining seniority up to a maximum of one (1) year for the purposes of bargaining unit seniority.

10.10 JOB POSTING PROCEDURE

- (a) In the event that a full-time vacancy or newly created full-time position comes open in a store covered by the terms of this Collective Agreement, notice of such vacancy or newly created position shall be posted for five (5) working days on the Bulletin Board at the store where the vacancy or newly created position occurs. All such notices shall designate the job classification, title, the shift, the rate of pay and the date such notice was posted. The notices shall be completed in duplicate and signed by the Store Owner/Operator. Any employee of the store where the vacancy or newly created position occurs may apply for such job within the time limits specified above by affixing their signature to the job posting notice. Such signature shall be witnessed by an Employer(s) representative and dated.
- (b) After such notice has been posted for five (5) working days, it shall be removed from the bulletin board.
- (c) If an employee is absent from work and during such absence a job posting is made, such employee will be considered an applicant provided he or a Union Steward acting as his agent and upon his request affixes the employee's name to the posting within the stipulated five (5) working days.
- (d) The Employer(s) shall, within five (5) working days after the notice has been removed, post on the same bulletin board for at least five (5) working days a notice indicating the name and length of seniority of the successful applicant. A copy of such notice shall be forwarded to the Union office.
- (e) Where a notice of vacancy or newly created position is for a position other than an Assistant Manager, Department Manager, or Head Cashier

position, the Employer(s) agree that the following factors shall determine which employee shall fill the vacancy or newly created position:

- (i) the ability and qualifications to perform the normal requirements of the position; and
 - (ii) the seniority ranking of the employees who have applied for the vacancy or newly created position.
- (f) Where a notice of vacancy or newly created position is for an Assistant Manager, Department Manager or Head Cashier position, the following factors shall determine which employee shall fill the vacancy or newly created position:
- (i) where the ability and qualifications to perform the normal requirements of the position are relatively equal, then seniority ranking of the employees who have applied for the position shall be considered.

10.11 The Employer(s) agree that if an employee requests in writing to be trained in another department, the Employer(s) will offer by bargaining unit seniority from the list of employees who have applied for training in such department before hiring new employees. It is understood and agreed that an employee must have completed their probationary period before they are entitled to apply for training and they may apply for training in another department only once in a calendar year.

ARTICLE 11 - HOURS OF WORK AND OVERTIME:

11.01 Employees are expected to attend work regularly. When unable to attend, the employee must notify the Manager, Relieving Manager or Supervisor, as soon as is reasonably possible, but in any event at least two (2) hours prior to commencement of their scheduled shift of the employee, wherever possible. An employee who calls in prior to the first day shift shall attempt to speak directly to a night shift employee or alternatively leave a message on the store's telephone voice-mail system, where available. Where an employee does not speak directly to their department store manager or Store Owner, the employee shall leave detailed information as to where and how they might be contacted relative to their absence.

- 11.02 (a) The regular work week for all full-time employees shall consist of forty (40) hours per week, and shall be worked on the basis of five (5) days of eight (8) consecutive hours, Sunday through Saturday.
- (b) Notwithstanding the above, Night Shift employees may be scheduled to work four (4) shifts of ten (10) hours between Sunday through Saturday. In the event the Employer(s) elect to schedule night shift employees ten (10) hour shifts, the overtime provisions requiring the payment of time and one half (1.5) for work after eight (8) hours in a day in Article 11.03 (a) shall not apply, however, overtime will be paid at a rate of time and one half (1.5) for work beyond ten hours in a day.
- (c) Sunday work shall be considered over and above the regular work week for all part-time employees. Sunday work shall remain voluntary for all part-time employees hired prior to June 17, 2006. Part-time employees promoted to full-time after June 17, 2006 will continue to receive a Sunday premium but may be required to work Sundays.
- 11.03 (a) Overtime at the rate of time and one half (1 ½) the regular hourly rate will be payable after eight (8) hours in a day and forty (40) hours in a week for all full-time employees.

- (b) Overtime at the rate of two (2) times the regular hourly rate will be payable for all hours worked on statutory holidays by employees hired prior to June 17, 2006. Employees hired after June 17, 2006, will be paid at the rate of one and a half (1.5) times their regular hourly rate for all hours worked on statutory holidays.

All employees hired prior to June 17, 2006 will receive a premium of one dollar and sixty (\$1.60) cents for all hours worked on Sundays. Sunday will continue to be a strictly voluntary day for these employees and it will not be considered as part of the normal work week. Employees hired after June 17, 2006 will not be eligible for the Sunday premium and may be required to work on Sundays. The Employer(s) commit that Sunday work will be shared proportionately amongst employees receiving the aforementioned Sunday premium and those not receiving the premium.

11.04 During each work day, employees 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 as possible to the midpoint of each half shift and as near as possible to the midpoint of the daily shift.

11.05 The Employer(s) shall post a schedule of hours for all employees by 3:00 p.m. on Thursday of each week for the coming week. Full-time employees will receive twenty-four (24) hours notice of any change in scheduled hours.

11.06 Full-time and part-time employees scheduled to work on a night shift as set out in Article 11.02 shall be paid a Night Shift Premium of one (\$1.00) dollar per hour for all hours worked on such night shift including all overtime hours.

Night shift hours shall be hours worked between 10:00 p.m. and 8:00 a.m. Employees who work the day shift shall not be eligible for the above premium, regardless of their start time. The employee in charge of the night crew shall receive a premium of ninety-five cents (95¢) per hour for all hours worked.

11.07 Employees shall not be required to work alone on the Night Shift.

11.08 All mandatory meetings will be subject to three (3) hours pay at straight time subject to the Employer's right to provide alternative work for the balance of the three (3) hours where such meetings are less than three (3) hours duration.

ARTICLE 12 - STATUTORY HOLIDAYS:

12.01 The following holidays shall be recognized as paid holidays:

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

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

- (b) Employees who are off work on compensation, accident or illness shall receive paid holiday pay if they have worked within five (5) days of the paid holiday.

- (c) Should a paid holiday occur within an employee's leave of absence, he shall not be paid for such paid holiday.

12.03 Should a paid holiday recognized in this Agreement fall during an employee's vacation, he shall receive one (1) additional day's pay at his regular wage rate or an

additional day off with pay to be taken on a date that shall be mutually agreed upon by the employee and the Employer(s).

12.04(a) *FLOATER DAY

Employees hired prior to June 17, 2006 will receive a "Floater Day" to be taken at a time mutually agreed between the employee and Employer(s). An employee request to take their floater day will be subject to the Employer(s)' need to maintain a sufficient work force at all times but otherwise will not be unreasonably denied.

- (b) In the event that where certain municipalities by decree or a by-law rule that stores shall remain closed on the "Civic Holiday", employees will be required to take their "floater" in these instances.

ARTICLE 13 - VACATIONS:

13.01 Employees who have been employed by the Employer(s) for less than one (1) year shall be paid vacation pay based on four (4%) percent of their gross earnings.

13.02 Employees who have been continuously employed for more than one (1) year, but less than five (5) years shall be entitled to two (2) weeks vacation with pay calculated at four (4%) percent of their gross earnings of the previous calendar year.

13.03 Employees who have been continuously employed for more than five (5) years shall be entitled to three (3) weeks' vacation with pay calculated at six (6%) percent of their gross earnings of the previous calendar year.

13.04 Employees who have been continuously employed for more than ten (10) years shall be entitled to four(4) weeks vacation with pay calculated at eight (8%) percent of their gross earnings of the previous calendar year.

13.05 Employees who have been continuously employed for more than eighteen (18) years shall be entitled to five (5) weeks vacation with pay calculated at ten (10%) percent of their gross earnings of the previous calendar year.

13.06 Vacation schedules shall be posted by the Employer(s) not earlier than January 2nd of each year and remain posted until March 1st of such year. During such period, employees shall request their vacation time off to be taken. There shall be no changes to the vacation schedule after March 1st and employees shall then be entitled to take their vacation as scheduled. A copy of the completed vacation schedule shall be posted on the bulletin board not later than April 1st of each year. All vacation requests are subject to Manager/Owner approval.

13.07 The Employer(s) agree to make available an employee's vacation pay, paid separately, during the week prior to the employee going on vacation. It is understood the employee will only be entitled to payment for the amount of vacation time taken.

13.08 A part-time employee who has more than ten (10) years part-time service as of the end of the calendar year prior to his or her promotion to full-time will continue to receive vacation at six percent (6%) of earnings as a full-time employee. Such employee will still be required to work ten (10) years as a full-time employee to move to four (4) weeks vacation and eighteen (18) years as a full-time employee to move to five (5) weeks vacation in accordance with Articles 13.04 and 13.05.

13.09 (a) The vacation period shall be from January 1st to December 31st of each year.

- (b) An employee's vacation entitlement shall be determined on the basis of his seniority date with the Employer(s).
- (c) Vacations shall be scheduled by seniority for the first two (2) weeks of vacation entitlement only.
- (d) Employees who are entitled to three (3) or more weeks of vacation may take three (3) or more weeks' vacation consecutively only outside the months of June, July and August.
- (e) Employees shall be entitled to take up to three (3) weeks of vacation entitlement during the months of June, July and August.
- (f) Notwithstanding the above Article, the Employer(s) shall at all times be entitled to maintain a sufficient and qualified work force.

ARTICLE 14 - COMPENSATION:

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

ARTICLE 15 - GRIEVANCE AND ARBITRATION:

15.01 Either the Employer(s), 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(s), if necessary. Such grievances shall be processed as follows:

STEP ONE

Between the employee concerned, his Union Representative and the Manager.

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 Manager 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 Manager within six (6) working days from the Manger's oral decision.

STEP TWO

Between the employee concerned, the Union Representative, the Manager, and/or the Owner.

National Grocers Co. Ltd. or a representative to be designated by it shall receive a copy of the grievance and shall participate in the discussion at this Step at the request of either the Employer(s) or the Union. National Grocers Co. Ltd. or its representative shall advise the Employer(s) with respect to any matter in issue and the Employer(s) shall give due and serious consideration to such advice, provided always

that the decision shall be made by the Employer(s). The discussion at this Step shall be held within seven (7) working days of the date of the appeal. The decision of the Employer(s) at this Step shall be in writing and be made within four (4) working days of 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 Employer(s) 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 grievance, if sustained, shall include the determination of the effective date of the increase with retro-activity thereto.

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

15.06 Any liability, financial or otherwise, of any individual Employer arising out of a violation of this Agreement shall be the sole and exclusive liability of such Employer and other Employers shall not be jointly or severally liable for such violations.

- 15.07 (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.

15.08 ARBITRATION

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 Step Two. The party requesting arbitration shall advise the other party of its desire to do so in writing and shall include the names of three (3) arbitrators which the party would deem acceptable. The other party shall within one (1) week either agree in writing to the appointment of one of the three (3) arbitrators or may submit in writing its own list of three (3) arbitrators. Should the parties be unable to agree upon an arbitrator then the Minister of Labour for the Province of Ontario shall be requested to appoint an arbitrator.

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

15.09 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.

- 15.10 (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(s) 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 any employee in any subsequent disciplinary

proceedings in which the employee is involved.

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

ARTICLE 16 - WAGES:

16.01 The full-time wage rates and progressions shall be as set out in Appendix C-1 attached hereto and forming part of this Collective Agreement. The Employer(s) agree that employees on an off rate and/or being paid more than the contract rate shall receive the general increases as provided in Appendix C-1 and, in the same amount and at the same time as other employees, that would be applicable to the individual employee concerned.

16.02 Employees' pay shall be made available by noon on Thursday of each pay period for work performed in the previous pay period. An exception is when a holiday falls as defined in Article 12 whereby the pay will be made available by noon Friday.

16.03 (a) Head Cashier:

Stores that have a weekly sales volume of \$150,000.00 or greater shall, effective one (1) week following ratification, establish in each such store covered by this Collective Agreement the classification of "Head Cashier" and shall be paid according to the wage classification of "Head Cashier".

- (b) In stores that have a weekly sales volume of less than \$150,000.00 weekly and a Franchisee designates one (1) employee to perform all normal duties related to a Head Cashier's responsibilities, such designated employees shall be paid in accordance with such wage classification of Head Cashier.

16.04 (a) Bakery Manager:

In any store in which a Bakery department exists and an employee is in charge of such department, such employee shall be classified as the "Bakery Manager" and shall be paid in accordance with such wage classification.

- (b) In stores in which an individual's duties are that of a combination Bakery/Deli Department Manager, the Employer(s) shall not be required to designate more than one manager for such combined operation and such person designated as the combination "Bakery/Deli Manager" shall be paid according to the wages as set out in the rates of pay schedule for a combination Deli/Bakery Manager.

ARTICLE 17 - TEMPORARY WORK:

17.01 (a) Employees shall perform any temporary work which the Management directs with the understanding that when an employee is assigned to a job with a lesser rate of pay, he shall receive his regular rate of pay.

- (b) An employee temporarily transferred to work in a higher classification in the bargaining unit for more than two (2) consecutive working days shall be paid at the level of the salary scale in the higher classification which represents an increase. Such payment shall be retroactive to the first day.

- (c) An employee assigned to relieve a Department Manager shall receive a minimum of \$15.00 for each week that they are relieving such Department Manager.

- (d) An employee assigned to lock up the store shall be paid a premium of Fifty cents (50¢) per hour for all hours worked after 6:00 p.m. (provided the Store Owner and Store Manager have left the store).

ARTICLE 18 - HEALTH AND WELFARE:

18.01 Effective no later than January 1, 2002, full-time employees shall join the U.F.C.W. Trusteed Benefit plan with Employer(s) contributions of thirty-five (35¢) per hour and employee contributions of fifteen (15¢) per hour. The Employer(s) shall remit the above contributions to the Union as the Union may direct from time to time.

Effective January 31, 2010, the Employer(s) will increase their contributions to the benefit trust plan to fifty (50) cents per hour and the employee contributions will increase to twenty (20) cents per hour.

The Employer(s)' sole responsibility towards employee benefits is to make the contributions specified within this Collective Agreement. Benefit eligibility requirements and/or the benefits provided to employees are the exclusive jurisdiction of the trustees of the benefit plan and any changes are beyond the control and responsibility of the Employers.

18.02 Questions of eligibility requirements under the benefit plans are determined by the insurance company and are not arbitrable under the terms of the Collective Agreement.

18.03 SICK PAY

The Employer(s) shall pay an employee fifty percent (50%) of their regular daily earnings for up to and including the first three (3) days of absence requiring an employee to be off work to a maximum of three (3) days per year. Should an employee require additional time off work due to illness, he shall then make an application for Short-Term disability in accordance with the procedure as set out in the disability income plan provided to full-time employees.

ARTICLE 19 - LEAVE OF ABSENCE:

19.01 Employees may request in writing for leaves of absence for legitimate reasons. The Employer(s) will consider such request and may in its discretion grant such a request, having regard to the reason for the request, the duration of the absence and the needs of the business.

19.02 The Employer(s) agree that an employee appointed by the Union as a full-time representative shall be granted leave of absence not to exceed one (1) year without pay while serving in such capacity. Such persons shall continue to accumulate seniority while serving as Union Representatives and shall be entitled to return to the bargaining unit, should their services be terminated by the Union, with full accumulated seniority.

19.03 The Employer(s) shall grant leave of absence without pay to employees required to attend Union Conferences and Conventions, subject to the conditions set out in 19.01.

19.04 MILITARY LEAVE

A leave of absence upon one (1) week of notice shall be granted to an employee for the purpose of allowing such employee to be provided with training in the Canadian Armed Forces, during peace time, not to exceed 120 days per year. During such leave of absence, the employee's seniority shall continue to accrue. In the event that such employee serves in war time, such employee shall be considered on a

granted leave of absence until he is discharged from duty and he/she shall have 90 days to report back to work. Upon return to work, the employee shall be reinstated to their former classification, rate of pay and with an accumulation of seniority for all time spent on such leave of absence.

ARTICLE 20 - JURY DUTY:

20.01 An employee who is called for jury duty or who is required to attend at court in any matter arising out of his employment, or who is subpoenaed by the Crown to appear in court as a witness, will receive for each day of necessary absence on that account, up to a maximum of ten (10) working days, the difference between his regular hourly rate of pay for eight (8) hours for that day and the amount of the fee received from the court provided the employee furnishes the Employer(s) with evidence that his attendance is required and satisfactory evidence as to the amount of fee received. An employee's regular scheduled days off shall not be rescheduled during any period that an employee is required to serve as a juror or as a Crown witness.

ARTICLE 21 - CO-OPERATION:

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

ARTICLE 22 - WEARING APPAREL:

- 22.01 (a) In the event the Employer(s) requires the employees to wear a uniform, the Employer(s) shall supply such uniforms at not cost to the employees. A uniform shall be considered as any piece of clothing that the Employer(s) requires an employee to wear.

Employees shall be responsible for the cleaning of their own uniforms.

Notwithstanding the above, the Employer(s) shall be responsible for cleaning of Meat Department employees' aprons and/or coats as may reasonably be required.

Uniforms that are required to be replaced due to employee neglect, other than normal wear and tear, are to be paid for the by the employee at cost.

The employee agrees to return his or her uniform at the time of his or her termination of employment. In the event the employee does not return his or her uniform, the employee authorizes the Employer to deduct seventy-five (\$75.00) dollars from the employee's outstanding wages and/or vacation pay.

- (b) Employees who are required to work in areas of extreme cold temperatures (i.e. freezers, outside in winter, etc.) shall have proper coats, gloves, toques, and freezer gloves made available.
- (c) Lab coats in the Photo Lab(s) shall be cleaned on a weekly basis by the Employer(s) at no cost to the employees.

ARTICLE 23 - PART-TIME HELP:

23.01 It is agreed and recognized by both the Union and the Employer(s) 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(s) agree that part-time employees will not be scheduled to work in excess of twenty-four (24) hours per week except in the circumstances outlined in Article 2.04 of Appendix "A".

23.02 Part-time employees or a combination of part-time employees will not be used to the extent that they displace existing full-time employees or, except in the event of sales and/or profit declines, reduce the current level of full-time employees.

ARTICLE 24 - NO STRIKE, NO LOCK OUT:

24.01 There will be no strike or lock out during the term of this Agreement. The Employer(s) have the exclusive right to determine what merchandise will be carried in its store(s) except that the Employer(s) agree 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(s) 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 service, the Employer(s) 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(s), the Union and the employees, to the best of the abilities of the parties.

ARTICLE 25 - BEREAVEMENT LEAVE:

25.01 (a) Should a bereavement occur in an employee's immediate family (mother, father, son, daughter, spouse, brother and sister) the employee shall be granted such time off from work with pay as is reasonable under the circumstances up to a maximum of four (4) consecutive days if scheduled. The funeral or the day of the death must be one of the above consecutive days.

(b) Should a bereavement occur in an employee's not so immediate family (step-parent, parent-in-law, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild) the employee shall be granted such time off from work with pay as is reasonable under the circumstances, up to a maximum of three (3) consecutive days if scheduled. The funeral or the day of the death must be one of the above consecutive days.

ARTICLE 26 - FIRST AID KITS:

26.01 First Aid Kits shall be provided and maintained in the store.

ARTICLE 27 - RETRO-ACTIVITY:

27.01 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 28 - LETTERS OF AGREEMENT:

28.01 The Letters of Agreement annexed hereto shall form part of this Collective

Agreement.

ARTICLE 29 - TERM OF AGREEMENT:

- 29.01 (a) This Agreement shall come into force and effect on the 1st day of February, 2006 and shall continue to the 31st day of January, 2011 and shall thereafter be automatically renewed for the period of three (3) years 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 serves notice of a desire to negotiate changes into this Agreement as above set out, it is agreed that the Employer(s) 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 this Agreement.

DATED this _____ day of _____, 20 _____.

**SIGNED FOR AND ON BEHALF OF:
THE UNION:**

SIGNED FOR AND ON BEHALF OF THE

ONTARIO LTD. c.o.b. as WENDY HIGGINS 1199840
DUMAS' INDEPENDENT GROCER Bargaining Committee
Representative
82 Lorne Street S., Sudbury, ON P3C 4N8

ONTARIO LTD. c.o.b. as DEBY KOTTICK 2079420
NEIL'S INDEPENDENT GROCER Bargaining Committee Representative
5200 Hwy. 69 N, Hanmer, ON P3P 1Z3

ONTARIO LIMITED c.o.b. as PAUL BROWN 1449282
TERRY'S INDEPENDENT GROCER Bargaining Committee
Representative
290 First St. N., Gravenhurst, ON P1B 1H3

CANADA INC. c.o.b. as BRENDA OLDFIELD 4052404
GAGNON'S INDEPENDENT GROCER Bargaining Committee Representative
Hwy 118 W, # 500, Bracebridge, ON P1L 1T3

CORNERS INDEPENDENT GROCER LORNE ROMANKO FOUR
1836 Regent St. S., Sudbury, ON P3E 3Z8 Bargaining Committee Representative

NATIONAL GROCERS CO. LTD.
agrees to discharge its obligations
as defined in this Agreement as an
Administrative Party
DERIK J. McARTHUR
President, Northern Joint Council
- and - Canadian Director, RWDSU/UFCW

JOHN PIERCE
Vice President, Labour Relations

APPENDIX "A"

FORMING A PART OF THIS COLLECTIVE AGREEMENT

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.

ARTICLE 2 - SENIORITY:

2.01 Upon completion of thirty (30) days worked at each store, 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 and their seniority shall date back to the first day they commenced work for the Employer(s). For employees hired subsequent to date of ratification (June 17, 2006) the first ninety (90) shifts worked at each store shall be considered a probationary period.

2.02 (a) Seniority shall only be acquired and exercised on an individual store by store basis. Lay offs and re-employment shall be based on seniority, job knowledge and competence. The seniority rights of an employee shall be terminated after twelve (12) months following lay off due to lack of work. In the event of an opening occurring in the full-time staff, employees covered under this Appendix shall receive preference for such full-time position in the store in which the employee has seniority providing they have the necessary seniority, job knowledge and competence;

(b) Part-time employees are expected to attend work in accordance with their schedule of hours. When unable to attend, the employee must notify the Manager, Relieving Manager or Customer Service Manager prior to his scheduled starting time, but in any event at least two (2) hours prior to commencement of the employee's scheduled shift, wherever possible, giving the reasons why he is unable to attend. An employee who calls in prior to the first day shift shall attempt to speak directly to a night shift employee or alternatively leave a message on the store's telephone voice-mail system, where available. Where an employee does not speak directly to their department manager or Store Owner, the employee shall leave detailed information as to where and how they might be contacted relative to their absence.

(c) Part-time students who quit their employment to attend a Post-Secondary Institution shall be given first priority for re-hire upon completion of their school term. If re-hired, the Employer(s) shall provide their former rate of pay that they earned at the time they had quit to attend school.

2.03 (a) Hours of work shall be allotted according to seniority by store, providing the senior employee(s) has the necessary skill and ability and knowledge to perform the work and is available.

(b) Hours worked in excess of twenty-four (24) hours per week, including call-ins, shall be offered by seniority once all part-time employees have reached twenty-four (24) hours per week.

(c) Employees may decline any call-in shifts that may be offered.

(d) In addition to that which is set out above in Section 2.03, any employee who believes the above intent or call in's for additional hours are not being fairly administered by the Employer(s), before the filing of a grievance by the employee, the Union and a representative of National Grocers shall

meet as soon as possible to examine the situation and use their best efforts to resolve such matter.

2.04 It is agreed and recognized by both the Union and the Employer(s) 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(s) agree 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 employees are absent;
- (ii) to cover off for vacations;
- (iii) from December 1st to January 1st;
- (iv) during promotional periods where a major increase in business is anticipated;
- (v) during the period from May 15th to September 15th;
- (vi) for the two (2) weeks previous to and two (2) weeks directly following the opening of a new store and the commencement date of promotional activities in a store which has been completely refurbished;
- (vii) two (2) weeks for training purposes.

It is agreed between the parties that hours worked in accordance with this Article and the above-noted exceptions provided therein shall not under any circumstances be used or applied to satisfy the requirements of Article 2.05.

2.05 In the event a part-time employee temporarily works forty (40) hours per week in excess of sixteen (16) consecutive weeks, excluding those hours worked in accordance with Article 2.04 and further, excluding any replacing of a full-time employee who may be off on WSIB or disability, a part-time employee shall be reclassified to full-time service.

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

2.07 A part-time employee who is hired full-time shall be credited with fifty (50%) percent of his part-time bargaining unit seniority up to a maximum of one (1) year for the purposes of bargaining unit seniority.

ARTICLE 3 - UNION SECURITY:

3.01 The provisions contained in Article 3 of this Agreement affect all employees covered by this Appendix.

ARTICLE 4 - FUNCTIONS OF MANAGEMENT:

4.01 The provisions contained in Article 4 of this Agreement affect all employees covered by this Appendix.

ARTICLE 5 - DISCHARGE AND DISCIPLINE:

5.01 The provisions contained in Article 5 of this Agreement affect all employees covered by this Appendix.

ARTICLE 6 - DISCRIMINATION:

6.01 The provisions contained in Article 6 of this Agreement affect all employees covered by this Appendix.

ARTICLE 7 - UNION PRIVILEGES:

7.01 The provisions contained in Article 8 of this Agreement affect all employees covered by this Appendix.

ARTICLE 8 - HOURS OF WORK:

- 8.01 (a) The regular working day shall consist of up to eight (8) hours for all employees. The schedule of hours shall be posted on Thursday of the prior week. Changes to scheduled hours may be made for legitimate reasons and the employee will be notified as far as possible in advance.
- (b) Notwithstanding the above, Night Shift employees may be scheduled to work four (4) shifts of ten (10) hours between Monday through Saturday. In the event the Employer(s) elect to schedule Night Shift employees ten (10) hour shifts, the overtime provisions requiring the payment of time and one half (1.5) for work after eight (8) hours in a day in Article 11.03 (a) shall not apply, however, overtime will be paid at a rate of time and one half (1.5) for work beyond ten (10) hours in a day.
- 8.02 (a) If a part-time employee is ordered or scheduled to report for work and no work is available, students shall receive three (3) hours' pay, non-students shall receive four (4) hours' pay.
- (b) A non-student part-time employee shall be guaranteed four (4) hours on each call in or scheduled shift unless there is less than four (4) hours available from the time the employee reports to the time the store closes, in which case the employee may refuse the work.
- (c) All mandatory meetings will be subject to three (3) hours pay at straight time subject to the Employer's right to provide alternative work for the balance of the three (3) hours where such meetings are less than three (3) hours duration.

ARTICLE 9 - OVERTIME:

9.01 The provisions of Article 11 except 11.04 of this Agreement will apply.

ARTICLE 10 - STATUTORY HOLIDAYS:

10.01 The provisions contained in Article 12 of this Agreement shall apply to all employees covered by this Appendix.

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

ARTICLE 11 - VACATIONS:

- 11.01 (a) Part-time employees shall receive vacation pay based on four (4%) percent of their gross earnings for the previous year.
- (b) Employees who have been continuously employed for more than ten (10) years as of January 1st of the current year shall receive vacation pay based on six (6) percent of their gross earnings during the previous calendar year.

- (c) Such vacation pay shall be issued by separate cheque and shall be paid not later than September 1st of each year.

ARTICLE 12 - WORKERS' COMPENSATION:

12.01 The provisions contained in Article 14 of this Agreement affect all employees covered by this Appendix.

ARTICLE 13 - GRIEVANCE AND ARBITRATION:

13.01 The provisions contained in Article 15 of this Agreement affect all employees covered by this Appendix.

ARTICLE 14 - WAGES:

14.01 The part-time wage rates and progressions shall be as set out in Appendix "D", "E", "F", "G", "H" attached hereto and forming part of this Agreement.

14.02 PART-TIME TEMPORARY ASSIGNMENT

A part-time employee assigned to perform the majority of the unique duties of a Department Manager for more than two (2) consecutive working days will receive a relief premium of two dollars and twenty-five cents (\$2.25) per hour for all hours worked during a planned absence and for actual relief work during unplanned absences.

14.03 A part-time employee assigned to lock up the store shall be paid a premium of fifty cents (50¢) per hour for all hours worked after 6:00 p.m. (provided the Store Owner and Store Manager have left the store).

ARTICLE 15 - REST PERIODS:

15.01 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 be scheduled as near as possible to the mid-point of each one half (½) shift. Employees working eight (8) hours shall be entitled to an unpaid lunch period of one (1) hour or a one half (½) hours, as may be mutually agreed, between the employee and the Employer(s) in accordance with the *Employment Standards Act*.

ARTICLE 16 - WORKING CONDITIONS:

16.01 The Union will co-operate with the Employer(s) in maintaining good working conditions.

16.02 The Employer(s) agree that it will not change conditions of employment or working conditions not otherwise dealt with under the Agreement as a result of the signing of this Agreement.

ARTICLE 17 - BEREAVEMENT LEAVE:

17.01 The provisions contained in Article 25 of this Collective Agreement affect all employees covered by this Appendix.

ARTICLE 18 - NO STRIKE, NO LOCK OUT:

18.01 The provisions contained in Article 24 of this Agreement affect all employees covered by this Appendix.

ARTICLE 19 - WEARING APPAREL:

19.01 (a) In the event the Employer(s) require employees to wear a uniform, the Employer(s) shall supply such uniforms at no cost to the employees. A uniform shall be considered as any piece of clothing that the Employer(s) require an employee to wear.

Employees shall be responsible for the cleaning of their own uniforms.

Notwithstanding the above, the Employer(s) shall be responsible for the cleaning of Meat Department employees' aprons and/or coats as may reasonably be required.

(b) Employees who are required to work in areas of extreme cold temperatures (i.e. freezers, outside in winter, etc.) shall have proper coats and gloves made available.

ARTICLE 20 - PART-TIME BENEFITS:

20.01 Effective no later than January 1, 2002, part-time employees shall join the U.F.C.W. Trusteed Benefit Plan with Employer(s) contributions of thirty-five cents (35¢) per hour and employee contributions of fifteen cents (15¢) per hour. The Employer(s) shall remit the above contributions to the Union as the Union may direct from time to time.

Effective January 31, 2010, the Employer(s) will increase their contributions to the benefit trust plan to fifty (50) cents per hour and the employee contributions will increase to twenty (20) cents per hour.

The Employer(s)' sole responsibility towards employee benefits is to make the contributions specified within this Collective Agreement. Benefit eligibility requirements and/or the benefits provided to employees are the exclusive jurisdiction of the trustees of the benefit plan and any changes are beyond the control and responsibility of the Employers.

20.02 TRAINING

The Employer(s) agree that if an employee requests in writing to be trained in another department, the Employer(s) will offer by bargaining unit seniority from the list of employees who have applied for training in such department before hiring new employees. It is understood and agreed that an employee must have completed their probationary period before they are entitled to apply for training and they may apply for training in another department only once in a calendar year.

A P P E N D I X " B "

Benefits are provided by the Commercial Workers Benefit Plan in accordance with the terms of that plan.

A P P E N D I X " C "

FORMING A PART OF THIS COLLECTIVE AGREEMENT

WAGES, CLASSIFICATIONS AND PROGRESSIONS FOR:

FULL-TIME EMPLOYEES

C - 1 Full-time Department Heads will be paid in accordance with the below minimum hourly rates of pay:

Classification	Effective June 17, 2006
Assistant Manager	19.55
Meat Manager	19.55
Grocery Manager	17.55
Produce Manager	17.55
Deli Manager	17.55
Bakery Manager	17.55
Combination (Deli/Bakery Manager)	17.55
Head Cashier	17.55
Photo Lab Manager	17.00

In locations where a physically separate HMR (Home Meal Replacement) department exists, the Employer(s) will employ an HMR Department Manager. The HMR Department Manager will be paid at the same rate as the Photo Lab Manager classification.

The Employer(s) may introduce a Seafood Manager position within a store. Such Seafood Manager would be paid in accordance with Photo Lab Manager classification.

The Employer(s) may designate a General Merchandise Manager position within a store. Such General Merchandise Manager would be paid in accordance with the Photo Lab Manager classification.

Employees in any of the above Department Head positions on June 17, 2006 will be eligible for the following hourly wage increases:

At June 17, 2006: \$0.25 per hour
 February 1, 2007: \$0.20 per hour
 February 1, 2008: \$0.25 per hour
 February 1, 2009: \$0.25 per hour
 February 1, 2010: \$0.25 per hour

C-2 Full-time Meat Cutters hired prior to June 17, 2006 will be paid in accordance with the below minimum hourly rates of pay:

	Effective June 17, 2006
Start	10.30
6 Months	11.23
12 Months	12.16
18 Months	13.09

24 Months	17.55
-----------	-------

Employees who are full-time Meat Cutters on June 17, 2006 will be eligible for the following “off-scale” hourly wage increases:

At June 17, 2006: \$0.25 per hour
February 1, 2007: \$0.20 per hour
February 1, 2008: \$0.25 per hour
February 1, 2009: \$0.25 per hour
February 1, 2010: \$0.25 per hour

C-3 Full-time Meat Cutters hired or promoted to full-time after June 17, 2006 will be paid in accordance with the below minimum hourly rates of pay:

	Effective June 17, 2006
Start	10.30
6 Months	11.23
12 Months	12.16
18 Months	13.09
24 Months	14.25
30 Months	15.50
36 Months	17.55

C-4 Full-time Cashiers/Grocery Clerks/Produce Clerks/Meat Wrappers hired prior to June 17, 2006 will be paid in accordance with the below minimum hourly rates of pay:

	Effective June 17, 2006
Start	8.50
6 Months	9.50
12 Months	10.50
18 Months	11.50
24 Months	16.05

Employees who are full-time Cashiers/Grocery Clerks/Produce Clerks/Meat Wrappers on June 17, 2006 will be eligible for the following “off-scale” hourly wage increases:

At June 17, 2006: \$0.25 per hour
February 1, 2007: \$0.20 per hour
February 1, 2008: \$0.25 per hour
February 1, 2009: \$0.25 per hour
February 1, 2010: \$0.25 per hour

C-5 Full-time Cashiers/Grocery Clerks/Produce Clerks/Meat Wrappers hired or

promoted to full-time after June 17, 2006 will be paid in accordance with the below minimum hourly rates of pay:

	Effective June 17, 2006
Start	8.50
6 Months	9.50
12 Months	10.50
18 Months	11.50
24 Months	12.50
30 Months	13.50
36 Months	16.05

- C-6 In the event that an “off-scale” increase results in an employee being on an “off-rate” within his classification, it is understood that the employee will still need to have the appropriate service to advance on the existing full-time wage progression.
- C-7 Notwithstanding the wage progression for full-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 until their hours worked with the Employer(s) would permit them an increase in their rate of pay in accordance with the wage progression.

APPENDIX "D"

D-1 Part-time employees hired prior to July 11, 1997 will receive the following increases during the term of this Collective Agreement.

At June 17, 2006:	\$0.25 per hour
February 1, 2007:	\$0.20 per hour
February 1, 2008:	\$0.25 per hour
February 1, 2009:	\$0.25 per hour
February 1, 2010:	\$0.25 per hour

A P P E N D I X " E "

PART-TIME MEAT CUTTERS

E-1 Part-time employees hired as Meat Cutters will be paid in accordance with the below minimum hourly rates of pay:

	June 17, 2006	Feb. 1, 2007	Feb. 1, 2008	Feb. 1, 2009	Feb. 1, 2010
Start	12.00	12.00	12.00	12.00	12.00
6 Months	12.25	12.25	12.25	12.25	12.25
12 Months	12.50	12.50	12.50	12.50	12.50
18 Months	12.75	12.75	12.75	12.75	12.75
24 Months	13.00	13.00	13.00	13.00	13.00
30 Months	13.25	13.25	13.25	13.25	13.25
36 Months	13.50	13.60	13.70	13.80	13.90

E-2 Employees who were hired as part-time Meat Cutters prior to June 17, 2006 shall be eligible for the following "off-scale" increases during the life of this Collective Agreement:

At June 17, 2006: \$0.25 per hour
February 1, 2007: \$0.20 per hour
February 1, 2008: \$0.25 per hour
February 1, 2009: \$0.25 per hour
February 1, 2010: \$0.25 per hour

Employees hired prior to June 17, 2006 will receive the greater of the above annual increases or the same year's change to the posted end rate but not both.

In the event that an "off-scale" increase results in an employee being on an "off-rate" within his classification, it is understood that the employee will still need to have the appropriate service to advance on the existing part-time Meat Cutter wage progression.

APPENDIX "F"

F-1 Part-time employees hired after July 11, 1997, but prior to June 17, 2006 will be paid in accordance with the below minimum hourly rates of pay:

	June 17, 2006	Feb. 1, 2007	Feb. 1, 2008	Feb. 1, 2009	Feb. 1, 2010
0 - 650 hours worked	7.75	8.00	8.00	8.00	8.00
651 - 1300 hours worked	7.80	8.05	8.05	8.05	8.05
1301 - 1950 hours worked	7.85	8.10	8.10	8.10	8.10
1951 - 2600 hours worked	7.95	8.15	8.15	8.15	8.15
2601 - 3250 hours worked	8.10	8.20	8.20	8.20	8.20
3251 - 3900 hours worked	8.30	8.30	8.30	8.30	8.30
3901 - 4550 hours worked	8.55	8.55	8.55	8.55	8.55
4551 - 5200 hours worked	8.80	8.80	8.80	8.80	8.80
5201 - 5850 hours worked	9.30	9.30	9.30	9.30	9.30
5851 - 6500 hours worked	9.80	9.80	9.80	9.80	9.80
6501 + hours worked	12.80	12.85	12.90	12.95	13.00

F-2 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(s) would permit them an increase in their rate of pay in accordance with the wage progression.

F-3 Employees to which the above scale applies shall be eligible for the following "off-scale" increases during the life of this Collective Agreement:

At June 17, 2006: \$0.25 per hour
 February 1, 2007: \$0.20 per hour
 February 1, 2008: \$0.25 per hour
 February 1, 2009: \$0.25 per hour
 February 1, 2010: \$0.25 per hour

Employees will receive the greater of the above annual increases or the same year's change to the posted end rate but not both.

In the event that an "off-scale" increase results in an employee being on an "off-rate" within his classification, it is understood that the employee will still need to have the appropriate service to advance on the existing part-time wage progression.

APPENDIX "G"

G-1 Part-time employees hired after June 17, 2006 will be paid in accordance with the below minimum hourly rates of pay:

	June 17, 2006	Feb. 1, 2007	Feb. 1, 2008	Feb. 1, 2009	Feb. 1, 2010
0 - 650 hours worked	7.75	8.00	8.00	8.00	8.00
651 - 1300 hours worked	7.80	8.05	8.05	8.05	8.05
1301 - 1950 hours worked	7.85	8.10	8.10	8.10	8.10
1951 - 2600 hours worked	7.95	8.15	8.15	8.15	8.15
2601 - 3250 hours worked	8.10	8.20	8.20	8.20	8.20
3251 - 3900 hours worked	8.30	8.30	8.30	8.30	8.30
3901 - 4550 hours worked	8.55	8.55	8.55	8.55	8.55
4551 - 5200 hours worked	8.80	8.80	8.80	8.80	8.80
5201 - 5850 hours worked	9.30	9.30	9.30	9.30	9.30
5851 - 6500 hours worked	9.80	9.80	9.80	9.80	9.80
6501 + hours worked	10.50	10.50	10.50	10.50	10.50

G-2 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 until their hours worked with the Employer(s) would permit them an increase in their rate of pay in accordance with the wage progression.

APPENDIX “H”

H-1 Front End Service Clerks will be paid in accordance with the below minimum hourly rates of pay:

	June 17, 2006	Feb. 1, 2007	Feb. 1, 2008	Feb. 1, 2009	Feb. 1, 2010
0 - 650 hours worked	7.75	8.00	8.00	8.00	8.00
651 - 1300 hours worked	7.80	8.05	8.05	8.05	8.05
1301 - 1950 hours worked	7.85	8.10	8.10	8.10	8.10
1951 - 2600 hours worked	7.95	8.15	8.15	8.15	8.15
2601 + hours worked	8.10	8.20	8.20	8.20	8.20

H-2 The classification of Front End Service will have the following duties:

- Bagging, buggy retrieval, carry out, replenishing bags, price checks, product returns, bottle and can sorting, weeping and spot mopping of the entire sales floor and clean up at the front end of the store.

Front End Service Clerks will be scheduled for work on a separate schedule and will be limited to the performance of the above-mentioned duties.

Front End Service Clerks will be identified by means of a smock or button.

H-3 Front End Service Clerks who were employed as of June 17, 2006 shall be eligible for the following “off-scale” increases during the life of this Collective Agreement:

- At June 17, 2006: \$0.25 per hour
- February 1, 2007: \$0.20 per hour
- February 1, 2008: \$0.25 per hour
- February 1, 2009: \$0.25 per hour
- February 1, 2010: \$0.25 per hour

Employees will receive the greater of the above annual increases or the same year’s change to the posted end rate but not both.

In the event that an “off-scale” increase results in an employee being on an “off-rate” within his classification, it is understood that the employee will still need to have the appropriate service to advance on the existing part-time wage progression.

H-4 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 until their hours worked with the Employer(s) would permit them an increase in their rate of pay in accordance with the wage progression.

LETTER OF AGREEMENT #1

BETWEEN: **NATIONAL GROCERS CO. LTD.**
(hereinafter called the "Employer(s)")

AND: **NORTHERN ONTARIO JOINT COUNCIL - of the - RETAIL,
WHOLESALE AND DEPARTMENT STORE UNION, DISTRICT
COUNCIL - of the - UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION**
(hereinafter called the "Union")

RE: SATURDAY AS A DAY OFF

In the event that an employee requests that he/she has Saturday as a scheduled day off on an occasional basis and such request is denied without reasonable cause, the Labour Relations Department Representative of National Grocers and a Representative of the Union agree to meet with the individual Independent Grocer Franchise and attempt to resolve any dispute regarding such denied day off.

Dated this _____ day of _____, 20_____.

**SIGNED FOR AND ON BEHALF
OF THE EMPLOYER(S):**

**SIGNED FOR AND ON BEHALF
OF THE UNION:**

JOHN PIERCE
Vice President
Labour Relations

DERIK J. McARTHUR
President, Northern Joint Council
-and- Canadian Director, RWDSU/UFCW

LETTER OF AGREEMENT #2

BETWEEN: **NATIONAL GROCERS CO. LTD.**
(hereinafter called the "Employer(s)")

AND: **NORTHERN ONTARIO JOINT COUNCIL - of the - RETAIL,
WHOLESALE AND DEPARTMENT STORE UNION, DISTRICT
COUNCIL - of the - UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION**
(hereinafter called the "Union")

The parties agree that the Employer(s) may lease space within its stores' perimeters to third party businesses provided that the Employer(s) does not contract in part of its existing business to those businesses. The Union agrees that, as long as the Employer(s) do not contract in part of its existing business to those third party businesses, the employees of those third party businesses will not be covered by the Collective Agreement. Any arrangements beyond the above, then the parties agree to meet to discuss with a view to reaching a mutually agreeable solution.

Dated this _____ day of _____, 20_____.

**SIGNED FOR AND ON BEHALF
OF THE EMPLOYER(S):**

**SIGNED FOR AND ON BEHALF
OF THE UNION:**

JOHN PIERCE
Vice President
Labour Relations

DERIK J. McARTHUR
President, Northern Joint Council
-and- Canadian Director, RWDSU/UFCW

LETTER OF AGREEMENT #3

BETWEEN: **NATIONAL GROCERS CO. LTD.**
(hereinafter called the "Employer(s)")

AND: **NORTHERN ONTARIO JOINT COUNCIL - of the - RETAIL,
WHOLESALE AND DEPARTMENT STORE UNION, DISTRICT
COUNCIL - of the - UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION**
(hereinafter called the "Union")

Where a full-time vacancy or newly created full-time position occurs in a store, notice of such vacancy or newly created position shall be advertised for three (3) working days on the bulletin board at all of the stores covered by the terms of this Collective Agreement. Any bargaining unit employee may apply for such job within the time limit specified above by sending a letter to the Employer(s) in question. Such employee will be given due consideration. It is understood that Article 10.10 of the Collective Agreement takes precedence over this Letter of Understanding.

Dated this _____ day of _____, 20_____.

**SIGNED FOR AND ON BEHALF
OF THE EMPLOYER(S):**

**SIGNED FOR AND ON BEHALF
OF THE UNION:**

JOHN PIERCE
Vice President
Labour Relations

DERIK J. McARTHUR
President, Northern Joint Council
-and- Canadian Director, RWDSU/UFCW

LETTER OF AGREEMENT #4

BETWEEN: **NATIONAL GROCERS CO. LTD.**
(hereinafter called the "Employer(s)")

AND: **NORTHERN ONTARIO JOINT COUNCIL - of the - RETAIL,
WHOLESALE AND DEPARTMENT STORE UNION, DISTRICT
COUNCIL - of the - UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION**
(hereinafter called the "Union")

This Letter of Agreement shall be considered in every respect as forming a part of the Collective Agreement.

The parties agree that employees who are receiving a rate of pay above that which is required under the terms of this Collective Agreement shall continue to receive such rate of pay in addition to the general wage increases that are specified herein.

Dated this _____ day of _____, 20_____.

**SIGNED FOR AND ON BEHALF
OF THE EMPLOYER(S):**

**SIGNED FOR AND ON BEHALF
OF THE UNION:**

JOHN PIERCE
Vice President
Labour Relations

DERIK J. McARTHUR
President, Northern Joint Council
-and- Canadian Director, RWDSU/UFCW

LETTER OF AGREEMENT #5

BETWEEN: NATIONAL GROCERS CO. LTD.
(hereinafter called the "Employer(s)")

**AND: NORTHERN ONTARIO JOINT COUNCIL - of the - RETAIL,
WHOLESALE AND DEPARTMENT STORE UNION, DISTRICT
COUNCIL - of the - UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION**
(hereinafter called the "Union")

This Letter of Agreement shall in all respects be considered as forming a part of the Collective Agreement:

Employees of the Elm Street store only shall be covered under the pension plan in effect for the term of this Agreement. No further employees will be covered by this pension plan.

Dated this _____ day of _____, 20_____.

**SIGNED FOR AND ON BEHALF
OF THE EMPLOYER(S):**

**SIGNED FOR AND ON BEHALF
OF THE UNION:**

JOHN PIERCE
Vice President
Labour Relations

DERIK J. McARTHUR
President, Northern Joint Council
-and- Canadian Director, RWDSU/UFCW

LETTER OF AGREEMENT #6

BETWEEN: **NATIONAL GROCERS CO. LTD.**
(hereinafter called the "Employer(s)")

AND: **NORTHERN ONTARIO JOINT COUNCIL - of the - RETAIL,
WHOLESALE AND DEPARTMENT STORE UNION, DISTRICT
COUNCIL - of the - UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION**
(hereinafter called the "Union")

This Letter of Agreement shall in every respect form a part of the Collective Agreement.

The parties agree that the normal retirement age of full-time employees is sixty-five (65) years of age, at which time, the employee may transfer to part-time employment. An employee's full-time or part-time benefits may be terminated, or if applicable, be changed to part-time benefits, in accordance with the terms of the benefit plan in effect in the workplace.

Dated this _____ day of _____, 20_____.

**SIGNED FOR AND ON BEHALF
OF THE EMPLOYER(S):**

**SIGNED FOR AND ON BEHALF
OF THE UNION:**

JOHN PIERCE
Vice President
Labour Relations

DERIK J. McARTHUR
President, Northern Joint Council
-and- Canadian Director, RWDSU/UFCW

LETTER OF AGREEMENT #7

BETWEEN: **NATIONAL GROCERS CO. LTD.**
(hereinafter called the "Employer(s)")

AND: **NORTHERN ONTARIO JOINT COUNCIL - of the - RETAIL,
WHOLESALE AND DEPARTMENT STORE UNION, DISTRICT
COUNCIL - of the - UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION**
(hereinafter called the "Union")

This Letter of Agreement shall in every respect form a part of the Collective Agreement.

All employees hired prior to June 17, 2006 that are required by the Employer(s) to purchase and use safety footwear will be reimbursed 50% of the cost of such footwear upon presentation of the receipt. The maximum reimbursement amount shall be thirty (\$30.00) dollars. Safety shoes must be entirely black in colour and must be Canadian Standards Approved (CSA). Employees of the Bakery Department may wear white safety footwear if so required. The Employer(s) agree that the above reimbursement will be limited to two (2) times during the life of this agreement and shall occur where the safety footwear has reasonably worn out or been damaged in the course of employment.

Employees hired after June 17, 2006 will made aware that they may be required to purchase safety footwear in the future given a reasonable notice period.

Dated this _____ day of _____, 20_____.

**SIGNED FOR AND ON BEHALF
OF THE EMPLOYER(S):**

**SIGNED FOR AND ON BEHALF
OF THE UNION:**

JOHN PIERCE
Vice President
Labour Relations

DERIK J. McARTHUR
President, Northern Joint Council
-and- Canadian Director, RWDSU/UFCW

LETTER OF AGREEMENT #8

BETWEEN: **NATIONAL GROCERS CO. LTD.**
(hereinafter called the "Employer(s)")

AND: **NORTHERN ONTARIO JOINT COUNCIL - of the - RETAIL,
WHOLESALE AND DEPARTMENT STORE UNION, DISTRICT
COUNCIL - of the - UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION**
(hereinafter called the "Union")

This Letter of Agreement shall in every respect form a part of the Collective Agreement.

No rate currently enjoyed by an employee under this Collective Agreement will be reduced as a result of the ratification of this Collective Agreement.

Dated this _____ day of _____, 20_____.

**SIGNED FOR AND ON BEHALF
OF THE EMPLOYER(S):**

**SIGNED FOR AND ON BEHALF
OF THE UNION:**

JOHN PIERCE
Vice President
Labour Relations

DERIK J. McARTHUR
President, Northern Joint Council
-and- Canadian Director, RWDSU/UFCW

LETTER OF AGREEMENT #9

BETWEEN: NATIONAL GROCERS CO. LTD.
(hereinafter called the "Employer(s)")

**AND: NORTHERN ONTARIO JOINT COUNCIL - of the - RETAIL,
WHOLESALE AND DEPARTMENT STORE UNION, DISTRICT
COUNCIL - of the - UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION**
(hereinafter called the "Union")

This Letter of Agreement shall in every respect form a part of the Collective Agreement.

In the event of a store covered under the Collective Agreement converts to a new banner and/or a new location, the Company will recognize the Union as the bargaining agent for the new location. Furthermore, the Company will recognize the seniority of all employees and offer the employees first right of refusal to employment in the new facility.

Dated this _____ day of _____, 20_____.

**SIGNED FOR AND ON BEHALF
OF THE EMPLOYER(S):**

**SIGNED FOR AND ON BEHALF
OF THE UNION:**

JOHN PIERCE
Vice President
Labour Relations

DERIK J. McARTHUR
President, Northern Joint Council
-and- Canadian Director, RWDSU/UFCW