

Wages 2/10

95-05-01

WAREHOUSE, CASH & CARRY
AND
~~**OFFICE**~~

SOURCE	Union		
EFF.	95	11	25
TERM.	2001	04	20
No. OF EMPLOYEES	130		
NOMBRE D'EMPLOYÉS	130		

COLLECTIVE AGREEMENT

BETWEEN

NATIONAL GROCERS CO. LTD.
- AND -

**WAREHOUSEMEN, TRANSPORTATION
AND GENERAL WORKERS UNION,
LOCAL 715**

and

**RETAIL, WHOLESALE AND DEPARTMENT
STORE UNION
LOCALS 427, 429, 545, 582, 915**

- of the -

**RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,
DISTRICT COUNCIL**

- of the -

**UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION
"UNITED FOR PROGRESS"**



Effective:

November 25, 1995

to

April 30, 2001

AUG 14 1997

1 (15) (15)

LOCAL 715 AND 427, 429, 545, 582, 915
RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, DISTRICT COUNCIL
A.F.L. - C.I.O. - C.L.C.

MAIN OFFICE:

230 Regent Street,
Sudbury, Ontario
P3C 4C5

Phone: (705) 674-0768
Fax: (705) 674-6815

SAULT OFFICE

123 March Street, Suite 505
Sault Ste. Marie, Ontario
P6A 2Z5

Phone: (705) 949-9284
Fax: (705) 949-7302

MEMBERS MAY CALL "TOLL FREE" 1-800-465-1722

TO: MEMBERS OF LOCAL

This is YOUR Collective Agreement. It is in fact your Bill of Rights. It is a "legal" contract between your Local Union and your Employer held on your behalf. We suggest that you read it thoroughly and keep it with your other valuable documents. IT IS YOUR ON THE JOB INSURANCE POLICY.

WHAT TO DO IF THIS CONTRACT IS VIOLATED:

If you feel that your rights as set out in this contract, have been violated, you MUST within ten (10) working days, contact the Steward, who will advise you of the proper procedure.

MEMBERSHIP MEETINGS:

All members should make every effort to attend all meetings of your Local Union. Support your Stewards and Local Union Officers.

IN UNITY THERE IS STRENGTH

REPRESENTATIVES

Robin W. McArthur
President - Northern Joint Council
and International Representative
and Canadian Director

Paul Labelle,
Secretary-Treasurer,
Northern Joint Council
and Joint Council Representative

Brian McArthur
Joint Council Representative

Denis Charbonneau
Joint Council Representative

Leo Grandbois
Joint Council Representative (Sault Area)

James (Jim) Wright
Joint Council Representative

Ed Jenner
International Representative

AN INJURY TO ONE IS AN INJURY TO ALL

This Contract is the property of

Name: _____

Address: _____

Phone: _____

My Union Steward is _____

Phone No. _____

My Union Steward is _____

Phone No. _____

1997

JANUARY							FEBRUARY							MARCH						
SUN	MON	TUES	WED	THU	FRI	U T	SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	U T
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1998

JANUARY							FEBRUARY							MARCH							
SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT	
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JANUARY							FEBRUARY							MARCH						
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THIS COLLECTIVE AGREEMENT dated as of the ^{25th} day of ~~November~~ ¹⁹⁹⁵ 1995 and made

BETWEEN: NATIONAL GROCERS CO. LTD.
(hereinafter referred to as the "Employer")

AND: WAREHOUSEMEN, TRANSPORTATION AND GENERAL WORKERS UNION LOCAL 715 - of the - RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, DISTRICT COUNCIL - of the - UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION

AND: RETAIL, WHOLESALE AND DEPARTMENT STORE UNION LOCALS 427, 429, 545, 582, and 915; - of the - RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, DISTRICT COUNCIL - of the - UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION
(hereinafter referred to as the "Union")

WHEREAS the Unions have been certified by the Ontario Labour Relations Board;

AND WHEREAS the Employer and the Unions wish to continue and improve upon the harmonious relationship between them.

THEY NOW THEREFORE, AGREE that the following terms and conditions shall constitute a collective agreement between them.

ARTICLE 1 - RECOGNITION:

1.01 The Employer recognizes the above named Local Unions as the sole and exclusive bargaining agent with respect to rates of pay, hours of work, and all other conditions of employment for all employees of the Employer at the Warehouse and Cash and Carry Operations of the Employer, as follows:

LOCAL UNION 715, SUDBURY, ONTARIO BARGAINING UNIT

All employees at the Sudbury Warehouse and Cash and Carry Operations, save and except Foremen, persons above the rank of Foreman, Office and Sales Staff.

LOCAL UNION 545, NORTH BAY, ONTARIO BARGAINING UNIT

All employees at the North Bay Cash and Carry Depot, save and except the Manager, persons above the rank of Manager.

LOCAL UNION 715, SAULT STE. MARIE, ONTARIO BARGAINING UNIT

All employees at the Sault Ste. Marie Cash and Carry Operations, save and except Manager, persons above the rank of Manager.

LOCAL UNION 427, COCHRANE, ONTARIO BARGAINING UNIT

All employees of the Cochrane Warehouse Operations, save and except Foremen, persons above the rank of Foreman, Office and Sales Staff.

LOCAL UNION 429, TIMMINS, ONTARIO BARGAINING UNIT

All employees of the Timmins Cash and Carry Depot, save and except the Manager and persons above the rank of Manager.

LOCAL UNION 915, NEW LISKEARD, ONTARIO BARGAINING UNIT

All employees of the New Liskeard Cash and Carry Depot, save and except the Manager and persons above the rank of Manager.

ARTICLE 2 - SCOPE:

2.01 This Agreement shall apply to all of the employees in the bargaining units defined in Article 1.

ARTICLE 3 - MANAGEMENT RIGHTS:

3.01 Subject to this agreement, it is the right of the Employer:

- (a) to operate and manage its business in all respects in accordance with its obligations;
- (b) to direct the working force, to maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations to be observed by the employees;
- (c) the Union acknowledges further that it is the function of the Employer to hire, promote, demote, transfer and lay off employees and to suspend, discipline and discharge employees for just and sufficient cause. Any exercise of these rights in conflict with the provisions of this Agreement shall be subject to the provisions of the Grievance Procedure as set out in this Agreement.

ARTICLE 4 - UNION SECURITY:

4.01 The parties agree that all employees covered hereunder shall, as a condition of their employment, become and remain members of the Local Union concerned in good standing in accordance with the by-laws and constitutions of the Union.

4.02 Any new employee hired after the signing of this Agreement shall, prior to the completion of his probationary period, make application for membership in the Union and shall become and remain a member of the Union in good standing, as a condition of his continued employment with the Employer.

4.03 The Employer shall deduct the Local Union initiation fees and the weekly regular Union Dues in the amount and manner specified by the Union by-laws and constitutions from each pay cheque due to each employee covered by this Agreement and remit such monies so deducted to the Retail, Wholesale and Department Store Union District Council, presently located at 230 Regent Street, Sudbury, Ontario, P3C 4C5, on or before the 15th day of the month following the month in which such deductions are made. The Employer will at the same time submit a list of the employees from whose pay such deductions have been made.

4.04 In the event that any employee who is required to obtain and maintain membership in good standing in the Union is denied membership or is suspended or expelled, from the Union, so that under the terms of the agreement, such employee may not continue to be employed, the Union shall send to the Employer a statement of the reasons for the action taken in refusing membership or suspending or expelling that person from the Union.

4.05 The Union agrees that, in taking such action against any employee, it shall neither act in a discriminatory manner nor refuse membership or impose expulsion or suspension for any reasons contrary to its own constitution or Local Union by-laws.

4.06 Wherever the expression Union or Local Union appears above in this Article, it shall mean the Local Union which is the bargaining agent under Article 1.

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ARTICLE 5 - NO STRIKES/NO LOCK-OUTS:

5.01 During the term of this agreement, the Union agrees that there will be no strike and the Employer agrees that there will be no lock-out.

5.02 It shall not be a violation of this agreement for the employees covered hereunder to refuse to cross a picket line and perform work in any instance where the picket line has been authorized by Union picketing. Further, the Employer shall not instruct any employee to go through a picket line where the crossing of such picket line could be injurious to health or property.

5.03 The Union and its members individually or collectively reserve the right to refuse to handle goods from or to any firm or truck which is engaged in a legal labour dispute with the Retail, Wholesale and Department Store Union District Council or any other Union. This clause shall not apply to goods that have been purchased by the Employer and have been received in the Employer's Warehouse prior to the dispute or strike referred to above. The Employer shall not overstock any goods in order to avoid this clause. In the event there is a question that the Employer has overstocked any such goods, the Employer will make available to the Union the Employer's buyer's report for the period in question. The Employer agrees that if the buyer's report shows, in comparison to previous orders, that such overstocking has taken place, the amount of goods overstocked shall be held until the dispute or strike referred to above is resolved.

ARTICLE 6 - STEWARDS AND COMMITTEES TO SUFFER NO LOSS OF PAY:

6.01 At each Branch or other Operation covered by this agreement, the Employer will recognize the following stewards for the purpose of investigating and processing grievances and attending meetings with Management in the administration of this agreement on behalf of the employees covered hereunder:

- (a) a steward for each shift and a chief steward for the Branch;
- (b) a steward to represent the drivers;
- (c) a steward in each Cash and Carry Depot;
- (d) alternate stewards on each shift, including drivers' alternate steward and Cash & Carry alternate steward, who would operate in the absence of the shift steward.

Stewards so appointed shall be employees of the Employer who have completed their probationary period.

6.02 (a) The Employer agrees to grant the Chief Steward of Sudbury and Cochrane Branches one (1) days leave of absence from work without loss of pay, once each month to attend to Union business for which the Union requires their presence away from the Employer's Operations up to a maximum of six (6) per year. The Union agrees to give the Employer five (5) days notice of the day or days of such leaves.

- (b) Such days as referred to above shall not be taken in a week in which a paid holiday falls.

6.03 It is understood that Stewards and Committeemen have their regular duties to perform. However, Stewards and Committeemen shall be allowed necessary time off work without loss of pay for regularly scheduled time for the processing of grievances, which shall include time off while attending on arbitration hearings, provided:

- (a) they obtain prior consent from Management which shall not be unreasonably withheld;

- (b) such time off shall be of a reasonable length and shall not unduly impair the efficient operations of the business.

6.04 A grievor shall be paid in the manner as set out above, except in the case where the grievor has been discharged.

6.05 (a) Members of the Union Bargaining Committee shall suffer no loss in pay for regularly scheduled time as a result of attending negotiations for the renewal of this collective agreement or while negotiating any amendments thereto. This shall also apply to the Union Bargaining Committee while in negotiations when the parties are being assisted by a Conciliation Officer, Mediator or Conciliation Board.

- (b) Union Bargaining Committee members working on a shift other than the day shift will be allowed one (1) shift off without loss of pay for each day that the parties meet in negotiations. Such shift shall be either their regular shift immediately prior to or after the actual day on which the parties meet in negotiations. The Local Union concerned will advise the Employer as to the shift off that will be taken.

6.06 The Union bargaining Committee shall consist of a total of seven (7) employees, being three (3) employees to represent the Sudbury Warehouse, one (1) employee to represent the Cash and Carry operations and three (3) employees to represent the Cochrane Warehouse covered under the terms of this collective agreement.

6.07 No individual member or group of members shall undertake to represent the Local Union at a meeting with Management without prior authorization by an officer or agent of the Northern Ontario Joint Council.

6.08 The Employer shall be required to recognize Stewards and alternate stewards, only after having been informed by the Union in writing of their names.

6.09 The Union Bargaining Committee shall, upon one (1) week's notice, in writing, be allowed off work two (2) days with pay, in the month preceding the month in which the contract expires. It being agreed such days off would not be in a week during which a paid holiday occurs.

ARTICLE 7 - ADJUSTMENT OF GRIEVANCES:

7.01 Should any dispute arise between the Employer and the employees or between the Employer and the Union as to the interpretation, application or alleged violation of any of the provisions of this agreement, an earnest effort shall be made to settle such differences without undue delay in the following manner:

7.02 STAGE ONE

The employee and a Union Steward or the Chief Steward may within ten (10) days after the date on which the incident giving rise to the grievance occurs, present the grievance to the Supervisor or to the Cash and Carry Manager, who shall give his reply within five (5) working days. If the employee feels that his grievance has not been satisfactorily settled, he may proceed to STAGE TWO.

7.03 STAGE TWO

The Chief Steward and the Steward concerned and/or the Business Representative of the Union shall, on behalf of the employee, present the grievance in writing on a form supplied by the Union to the Distribution Manager within five (5) working days after a decision has been reached at Stage One. They shall discuss the grievance and the Distribution Manager shall send a written reply to the District Office of the Union, the Chief Steward and the Industrial Relations Manager of the Employer not later than five (5) working days after such discussion. The grievor shall be entitled to be present at such discussion.

7.04 STAGE THREE

If the grievance is not settled by the reply of the Distribution Manager then the Union may, within five (5) working days of the date of the Distribution Manager's reply refer the grievance to the Industrial Relations Manager and Director of Distribution Operations, who shall arrange a meeting with the Union Representative at a mutually convenient date to discuss the grievance. The Chief Steward, the Steward concerned, and the employee concerned shall be entitled to attend such discussion. The Industrial Relations Manager and Director of Distribution Operations shall give his decision in writing within five (5) working days of the date of such discussion. Failing settlement, the grievance may be referred to arbitration within thirty (30) days of the date of the decision of the Industrial Relations Manager and Director of Distribution Operations. In the event no convenient date is agreed upon within thirty (30) days of the date the matter is referred to the Industrial Relations Manager and Director of Distribution Operations, the grievance may be referred to Arbitration.

7.05 Any difference arising directly between the Employer and the Union as to the interpretation, application or alleged violation of any of the provisions of this agreement shall be dealt with by the Industrial Relations Manager of the Employer and the Business Representative of the Union and may be submitted to a Board of Arbitration as provided herein, if not settled within fifteen (15) days.

7.06 Wage grievances shall be taken up within ten (10) days after the employee has received his disputed pay.

7.07 The Employer will not discipline or discharge any employee without just and sufficient cause.

7.08 If a discharged employee believes that his discharge was without just and sufficient cause, he may file a grievance which shall be immediately taken up at Stage Two of the Grievance Procedure, provided the grievance is filed within ten (10) days from the date of discharge. The Employer will give notice in writing of the reasons for discharge to an employee within two (2) working days of the date of discharge and the Employer shall, within such time, mail a copy of such notice to the Union Office and to the Chief Steward.

7.09 If an employee is demoted as a result of discipline or disciplined in any other manner and he believes that such demotion or discipline is without just and sufficient cause, he may file a grievance. The Employer will give notice in writing of the reasons for such demotion or discipline to an employee within two (2) working days of the date of the demotion or discipline. The Employer shall, within such time mail a copy of such notice to the Union Office and to the Chief Steward.

7.10 All written notices of discipline more than one (1) year old shall not thereafter form part of an employee's record and shall not be admissible in evidence at Arbitration.

7.11 When an employee, who is covered by this agreement, is called in to a meeting with a Management person to investigate the employee's alleged misconduct or to impose discipline upon him, a Shop Steward will be present during the meeting or, if no Shop Steward is available, another bargaining unit employee of his choice who is then at work, will be present during the meeting.

7.12 The Employer shall take disciplinary action against an employee within ten (10) working days of the date of the incident or within ten (10) working days of the date on which Management became aware of the incident.

7.13 A full-time representative of the Union and/or the respective Steward shall be entitled to inspect and make copies of the time cards, trip sheets and similar work records which relate to that grievance.

ARTICLE B - ARBITRATION OF GRIEVANCES:

8.01 The party desiring arbitration shall notify the other party in writing and such notice shall contain the name of the first party's nominee to the Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party of the name of its nominee. The two nominees so selected shall proceed to select a third person who shall act as Chairman of the Arbitration Board. If the recipient of the notice fails to appoint a nominee or if the two nominees so appointed fail to agree upon a Chairman within fifteen (15) days, either party may apply to the Minister of Labour for Ontario, who shall make such appointments. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority of the Arbitration Board is the decision of the Arbitration Board and in the event there is no majority, the decision of the Chairman shall govern.

8.02 The Arbitration Board shall not have any authority to alter or change in any manner the provisions of this agreement or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms and conditions of this agreement or in any way modify, add to or detract from any provision of this agreement.

8.03 Each of the parties hereto shall bear the expense of its own nominee to the Arbitration Board and the parties shall jointly and equally share the expense of the Chairman of the Arbitration Board.

8.04 If the parties agree on a person to act as sole Arbitrator in a particular case, he shall have all the powers of an Arbitration Board under this agreement and the parties shall jointly and equally share the expense of the Arbitrator.

8.05 If the Arbitration Board decides that a discharge was without just and sufficient cause, the Board may re-instate the employee and may re-imburse him for all time lost from the date of the discharge up to the date of re-instatement, less any amounts earned by the employee in the interval or by any other arrangement which is just and equitable.

8.06 The time limits mentioned in the grievance and arbitration procedures may be extended by mutual agreement between the parties; provided that the time within which a grievance is required to be referred to arbitration under Stage Three of the grievance procedure shall, in the case of a discharge, discipline, or wage grievance, be extended for a period not exceeding thirty (30) days upon the request in writing of the Union.

8.07 Notwithstanding anything contained in Article 8, either party may request the Minister of Labour for Ontario, pursuant to Section 49 of the Labour Relations Act, to refer a grievance to a single arbitrator.

ARTICLE 9 - SENIORITY:

9.01 Bargaining unit seniority is the principle of granting preference to employees for promotion, demotion, lay-offs and rehiring after lay-offs, and all other matters in accordance with the length of service, but only if an employee has the qualifications necessary to fill the normal requirements of the job.

9.02 (a) Bargaining unit seniority means the ranking of employees in accordance with their most recent hiring date. Where two (2) or more employees are initially hired on the same day, their seniority will be determined by the date and time of their applications for employment;

(b) Where two (2) or more employees are transferred from one bargaining unit to another, their previous bargaining unit seniority shall determine which of them has the most bargaining unit seniority in the new unit.

9.03 An employee shall be on probation during his first thirty (30) working days of employment without seniority rights during that period. Upon completion of his probationary period, his name shall be added to the seniority list and his bargaining unit seniority shall be computed from the day he last commenced to work for the Employer.

9.04 Notwithstanding any other provision of this agreement, the employment of a probationary employee, a student, a temporary employee or a part-time employee (who has not acquired seniority pursuant to Schedule "D" of this agreement) may be terminated for any reason at the **sole** discretion of Management, and no arbitrator or arbitration board shall have jurisdiction to entertain any grievance filed as a result of such termination.

ARTICLE 10 - APPLICATION OF SENIORITY:

10.01 In all cases of promotions, demotions, transfers, lay-offs and recall after lay-offs, bargaining unit seniority shall determine which employees are to be promoted, demoted, transferred, laid off or recalled subject to the qualifications referred to in Article 9.01 above.

10.02 A seniority list will be placed on the bulletin board and will be revised by the Employer at least every three (3) months. Copies of these lists will be forwarded to the Local Union concerned. Such lists shall contain the employee's name, his job classification and his starting date. The lists forwarded to the Union shall also include the employee's address and telephone number.

10.03 Notwithstanding their seniority status, Stewards will be continued at work as long as work is available which they are willing and qualified to perform. Where there is more than one (1) steward, his bargaining unit seniority will determine his preferential position for lay-off. This provision shall apply only upon receipt of notice in writing from any Local Union to the effect that it has adopted this provision then it will apply to the bargaining unit for which that Local Union is the bargaining agent pursuant to Article 1.

10.04 On each occasion that an employee is absent from work due to sickness or accident, his seniority will continue to accumulate up to the equivalent of his length of service as at the date he suffered the sickness or accident. Thereafter, there shall not be any further accrual of seniority during such absence but the employee shall retain all accrued seniority. An employee returning from such absence must be certified fit to perform his normal work, or other work that may be available. Such certification shall be stated in writing by a qualified physician. This clause shall not apply for the purpose of calculating an employee's benefits under the Pension Plan and it is agreed that for the purposes of the Pension Plan, the employee's seniority shall be deemed to continue to accumulate so long as he remains an employee, notwithstanding his absence due to sickness or accident.

ARTICLE 11 - LAY-OFFS AND REHIRING AFTER LAY-OFFS:

11.01 The Employer shall give employees who have completed their probationary period, five (5) working days' notice of lay-off or five (5) days' pay in lieu of notice, except:

- (a) where a lay-off is caused by fire, flood or labour dispute involving suppliers;
- (b) where an employee is recalled on a temporary basis and works less than four (4) consecutive weeks, such employee shall not be entitled to more than one (1) day's notice of lay-off;
- (c) where an employee is bumped out of his job by another employee pursuant to this agreement. Such employee shall not be entitled to more than one (1) day's notice of lay-off.

11.02 If an employee is laid off because of lack of work, he shall have the right to be recalled in accordance with his seniority standing up to eighteen (18) consecutive months following his lay off, provided he reports to work within five (5) days following the receipt by him, by registered mail or by personal service, of a notice by the Employer to return to work. If the employee fails to report for work within such five (5) days or indicates he does not intend to return to work, then the Employer may notify the next employee on the seniority list. However, if the first employee indicates to the Employer that he will be available to return to work within a period of ten (10) days after the date of sending the first notice to him, he shall be entitled to return to work within such ten (10) day period.

11.03 In the event an employee is recalled to work on a temporary basis (that is, not more than thirty (30) consecutive working days) from time to time, the following shall apply:

- (a) if the employee refuses such recall, he shall not thereby **lose** his seniority rights or the right to a further recall under Article 11.02;
- (b) if the employee reports for work, he shall have the right to be recalled under Article 11.02 for a period of eighteen (18) months from the date he is laid off following completion of the work for which he was temporarily recalled;
- (c) notice of temporary recall may be given by telephone, telegram or letter.

11.04 In the event lay-offs are necessary the Employer will provide an eighty percent (80%) supplementary unemployment insurance benefit plan to full-time employees (subject to U.I.C. restrictions) after the affected employees have exhausted their rights under this agreement.

11.05 SUDBURY WAREHOUSE and CASH AND CARRY ONLY

- (a) in the event of a reduction of staff, Warehouse employees will bump into the Warehouse first;
- (b) warehouse employees will only be allowed to bump into the Cash and Carry if it would mean a junior employee would remain at work while a senior Warehouse employee would be laid off;
- (c) Cash and Carry employees would not be eligible for temporary promotions or bumping as set out in 16.05 (a) only.

11.06 It shall be the duty of each employee to notify the Employer promptly, in writing on forms supplied by the Employer, of any change in his address or telephone number. If an employee does not do so, the Employer will not be responsible for failure of a notice or message to reach him.

11.07 Following an absence from work because of accident or illness, which is in excess of two (2) consecutive working days, the employee will give Management notice of his intention to return to work not later than the end of the same shift which immediately precedes the shift to which he is to return.

ARTICLE 12 - CANCELLATION OF SENIORITY RIGHTS:

12.01 Seniority rights of an employee shall cease and his name shall be stricken from the seniority list and his employment shall be automatically terminated for any of the following reasons:

- (a) if the employee quits;
- (b) if the employee is discharged and the discharge is not reversed through the Grievance Procedure;

- (c) if an employee is laid off for eighteen (18) consecutive months;
- (d) if the employee fails to return to work in compliance with the terms of a leave of absence granted to him;
- (e) if the employee retires or is retired within the provisions of the Pension Plan;
- (f) if an employee is absent from work for more than three (3) consecutive working days unless the employee has a bona fide reason;
- (g) if an employee fails to report to work following a recall, except as provided in Article 11.03.

ARTICLE 13 - EMPLOYEE TRANSFERS TO OTHER BRANCHES:

13.01 If an employee covered by this agreement requests a transfer from his own bargaining unit to one of the bargaining units mentioned in Article 1.01, then before any new employee is hired into that bargaining unit to fill a permanent vacancy or new position, the request of the employee shall be granted by Management, provided he has the qualifications necessary to fill the normal requirements of the vacancy of the new position. If the employee's request for transfer is granted, he shall remain credited for the past service with the Employer for the purposes of vacation credits and the Pension Plan, together with the Group Benefits as set out in Schedule "C". For the purposes of bargaining unit seniority, his name shall be placed on the seniority list of his new bargaining unit as of the date of his transfer. **No** such transfer shall be deemed to be a breach of Articles 9, 10 or 16 of this agreement.

ARTICLE 14 - TRANSFERS OUT OF BARGAINING UNIT:

14.01 If an employee is transferred out of his bargaining unit, he shall retain his seniority in that bargaining unit for twelve (12) months. Such employee shall lose his seniority standing in his bargaining unit if he does not return to his former position within the said twelve (12) month period. If the Employer or the employee concerned requests a re-transfer back to his bargaining unit before the end of the twelve (12) month period, the employee shall be returned to his previous job classification in his bargaining unit as will any other employee whose job classification was changed as a result of such transfer.

**ARTICLE 15 - BARGAINING UNIT WORK, STUDENTS,
PART-TIME AND TEMPORARY EMPLOYEES:**

15.01 Customers of the Employer shall not be permitted to come into the Warehouse and assemble orders.

15.02 No outside drivers shall be allowed to do any work in the Warehouse or on a dock except in an area reasonably required for the sorting of pallets, as designated by the Employer and the Local Union at each Warehouse.

15.03 No persons excepting those covered by this collective agreement shall be allowed to perform work normally done by bargaining unit employees, except for the purpose of instructing or training employees.

Notwithstanding the above, the Cash & Carry Manager (which shall not exceed one (1) such person in each Cash & Carry) may perform bargaining unit work during regular business hours of operation.

15.04 **No** work will be contracted out, and no temporary, part-time or student help will be retained in employment which would result in the lay-off of full-time employees or would result in full time employees working fewer than their normal hours of work per day or per week, or while full-time employees are laid off, or would

be laid off as a result thereof; provided that such full-time employees make themselves available for any such work.

- 15.05 (a) The Employer shall not hire temporary employees, part time employees or students to replace full-time employees, to prevent the hiring of full-time employees or prevent the recall of full-time employees on lay-off. However, none of the above provisions shall prevent the Employer from employing such temporary, part-time or student help as is required to fill vacancies due to illness, vacation or leave of absence;
- (b) The terms and conditions of employment covering students, part-time and temporary employees shall be as set out in Schedule "D" to this agreement.

Wherever there is a conflict between any other provisions of this agreement and Schedule "D", the latter shall prevail.

ARTICLE 16 -JOB POSTING PROCEDURE

16.01 Where a permanent job vacancy occurs or where a new job is created, a notice of vacancy shall be posted on the bulletin boards in the bargaining unit concerned. The notice shall remain posted for five (5) working days during which period any employee in the bargaining unit concerned may bid in writing for the job to the Distribution Manager or the Cash and Carry Manager.

The Employer shall not be required to post any subsequent vacancy caused thereby, provided that such vacancies are filled in accordance with Articles 9.01 and 10.01 of this agreement.

16.02 The notice of vacancy shall set out the following:

- (a) the job classification;
- (b) a brief description of the job;
- (c) the shift to be worked;
- (d) the rate of pay of the job;
- (e) the date of posting.

16.03 Following receipt of written application for a job, the Employer shall fill the job in accordance with Articles 9.01 and 10.01. The successful applicant for a job posting will be given reasonable instruction and training in the normal requirements of the job.

- 16.04 (a) The Employer will post on the bulletin board a notice showing the name and bargaining unit seniority date of any successful applicant for a job posting and the name and bargaining unit seniority date of the employee who is placed in a job in accordance with Article 16.01. The Employer shall send to the Union a copy of the notice of vacancy or the new job, as the case may be, together with a copy of the notice which is posted pursuant to this clause.
- (b) Notwithstanding Article 16.01, if an employee with greater bargaining unit seniority than any person who is placed in a posted vacancy is absent from work by reason of vacation, leave of absence, illness or accident on the date of placing and such senior employee returns to work within thirty (30) working days of the date of posting pursuant to Article 16.01, he shall upon such return, be offered such permanent vacancy or new job, provided he has the qualifications necessary to fill the normal requirements of the job. If the senior employee is placed in such permanent vacancy or new job, any employees who are affected

thereby shall revert to their former job classifications. Article 16.07, 16.08 and 16.09 shall apply to such senior employee.

- 16.05 (a)** temporary vacancies (of up to thirty (30) working days) may be filled without regard to the job posting procedure. However, such vacancies shall be filled in accordance with Articles 9.01 and 10.01;
- (b)** temporary vacancies (in excess of thirty (30) working days) caused by the absence of regular employees, for any reason, shall be filled by posting as temporary vacancies;
- (c)** any vacancy lasting more than twelve (12) consecutive months which is caused by absence of a regular full-time employee due to illness or accident, shall be deemed to be a permanent vacancy and shall be posted. Should the absent employee return to work after such twelve (12) months' period and there is then no vacancy in his bargaining unit which, by reason of his bargaining unit seniority and qualifications he is entitled to fill, then he may displace the junior employee in his bargaining unit, on his former shift, whose position he is able to fill by virtue of having the qualifications necessary to fill the normal requirements of the junior employee's job. In the event of such displacement, the senior employee will be re-classified into the job classification of the junior employee and be paid the rate for such job;
- (d)** temporary jobs (up to thirty (30) working days) caused by reasons other than the absence of regular employees shall not be posted. If it appears necessary to the Employer to extend the temporary job beyond thirty (30) working days, the matter will be discussed between the Local Union and Management, and if no extension is agreed upon, either the temporary job will be terminated or Management may elect to post it as a permanent vacancy.

16.06 If no written bids are received by the Employer by the end of the posting period, the Employer shall first offer the job to the most junior employee in the bargaining unit who then has the qualifications necessary to fill the normal requirements of the job, or if there is no qualified employee or if the employee declines the offer, then:

- (a)** the Employer has the right to fill the vacancy from outside the bargaining unit; and
- (b)** the most junior employee in the bargaining unit is subject to be laid off if there is no other job available which he is qualified to perform.

16.07 If the Employer finds that a successful candidate for a vacant job or a new job opening is not suitable, the Employer may require the employee to return to his former job up to sixty (60) calendar days after the employee has started working on the new job.

16.08 If a successful candidate finds that he cannot handle his new job, he has the right to be returned to his former job up to sixty (60) calendar days after he has started working on the new job.

16.09 If a successful candidate wishes to return to his old job in accordance with Article 16.08, the Employer shall be required to return such employee to his old job only after the new job has been re-posted and filled under the above Job Posting Procedure.

ARTICLE 17 - VACATIONS:

17.01(a) Each employee who as of December 31st in any year has been employed for less than one (1) year, is entitled to one (1) day's vacation for each full calendar month of employment up to a maximum of nine (9) working

days, to be taken the following calendar year, with vacation pay of four percent (4%) of gross earnings;

- (b) Each employee who as of December 31st in any year has been employed for one (1) year will be granted a vacation of two (2) weeks, to be taken during the following year and vacation pay shall be paid on the basis of one (1) regular weeks pay for each week of vacation entitlement based on forty (40) hours times the employee's regular hourly rate of pay;
- (c) Each employee who as of December 31st in any year has been employed for five (5) years will be granted a vacation of three (3) weeks, to be taken during the following year and vacation pay shall be paid on the basis of one (1) weeks regular pay for each week of vacation entitlement based on forty (40) hours times the employee's regular hourly rate of pay;
- (d) Each employee who as of December 31st in any year has been employed for nine (9) years or more, but less than sixteen (16) years, will be granted a vacation of four (4) weeks, to be taken during the following year and vacation pay shall be paid on the basis of one (1) weeks regular pay for each week of vacation entitlement based on forty (40) hours times the employee's regular hourly rate of pay;
- (e) Each employee who as of December 31st in any year has been employed for sixteen (16) years or more, but less than twenty five (25) years, will be granted a vacation of five (5) weeks to be taken during the following year and vacation pay shall be paid on the basis of one (1) weeks regular pay for each week of vacation entitlement based on forty (40) hours times the employee's regular hourly rate of pay;
- (f) Each employee who as of December 31st in any year has been employed for twenty-five (25) years or more will be granted a vacation of six (6) weeks, to be taken during the following year and vacation pay shall be paid on the basis of one (1) weeks regular pay for each week of vacation entitlement based on forty (40) hours times the employee's regular hourly rate of pay;
- (g) Vacation schedules shall be posted by January 2nd in each year. There shall be a period of one (1) month after the posting of vacation schedules for any necessary re-adjustment of the schedules but after this period of a month has elapsed, there shall be no changes in the vacation schedules unless by mutual agreement by the Employer and any employee who is involved in the change;
- (h) Choice of vacation periods shall be based upon bargaining unit seniority, provided Management is able to maintain a working force sufficient to do the necessary work. At no time shall a senior man be permitted to refuse to name his vacation date or dates to the detriment of other employees;
- (i) Providing the Employer can maintain an efficient work force, vacation shall be taken between May 1st and September 30th in each year, unless otherwise agreed upon between the employee and the Employer, but this provision is subject to the special provision in Article 17.06, 17.07 and 17.08.

17.02 An employee whose employment is terminated, except for just and sufficient cause, shall receive his full vacation pay credits since the last vacation date upon which the vacation pay was calculated. An employee whose employment is terminated for just and sufficient cause shall upon such termination, be entitled to vacation pay in accordance with the Employment Standards Act. For the purpose of this Article, just and sufficient cause shall be limited to theft of Employer property or fraud of Employer monies.

17.03 If a statutory holiday falls within an employee's vacation period, he will have the option to elect either a day off with pay in lieu thereof, or one (1) days pay. Such day off in lieu of shall be at the employee's choice, except as shown below, provided the employee gives the Employer fifteen (15) days notice of his choice including the day on which he gives such notice. The following are the exceptions:

- (a) during the period of May 1st to September 30th (unless authorized by management);
- (b) during the period of December 15th to January 1st (unless authorized by management).

17.04 In the event an employee is off work and in receipt of Workers' Compensation or benefits under the Weekly Indemnity Insurance or the Long-Term Disability Insurance referred to in Schedule "C" of this Agreement, all such time off work shall, for the purpose of calculating vacation pay, be deemed to be time worked at the employee's regular hourly rate of pay up to a maximum of twenty-six (26) weeks in any calendar year. This clause shall only apply to the year in which the employee suffered the accident or illness.

17.05 Employees who are entitled to more than two (2) weeks' vacation in any year shall take only two (2) weeks during the summer vacation period. Employees who wish to take their full vacation at any one time may do so at a time to be arranged between the employee and the Employer.

17.06 DRIVERS SUDBURY BRANCH AND COCHRANE BRANCH

- (a) Day Shift - a minimum of two (2) drivers shall be allowed to be off on vacation at the same time;
- (b) Afternoon Shift - a minimum of one (1) driver shall be allowed to be off on vacation at the same time;
- (c) Night Shift - a minimum of one (1) driver shall be allowed to be off on vacation at the same time.

17.07 (i) WAREHOUSE EMPLOYEES SUDBURY BRANCH ONLY

- (a) Day Shift - a minimum of three (3) persons shall be allowed to be off on vacation at the same time;
- (b) Afternoon Shift - a minimum of three (3) persons shall be allowed to be off on vacation at the same time;
- (c) Night Shift - a minimum of two (2) persons shall be allowed to be off on vacation at the same time.

On any shift that has twenty-eight (28) or more persons working on it, there shall be one (1) additional person allowed off on vacation in excess of the numbers as set out above in 17.06 and 17.07.

(ii) WAREHOUSE EMPLOYEES COCHRANE BRANCH ONLY

- (a) on shifts that have seven (7) or more employees, a minimum of two (2) persons shall be allowed to be off at the same time;
- (b) on shifts that have less than seven (7) employees, a minimum of one (1) person shall be allowed to be off on vacation.

17.08 CASH AND CARRY EMPLOYEES

- (a) No more than one (1) employee from each Cash & Carry Depot shall be absent on vacation at the same time;
- (b) Cash & Carry employees shall only be allowed to take two (2) weeks vacation during the period between May 1 to September 30 unless otherwise arranged;
- (c) Cash & Carry employees shall only be allowed to take one (1) weeks vacation during the period between December 1st to January 1st by mutual agreement.

17.09 In the event that the minimums outlined in Articles 17.06 and 17.07 herein are not filled, then another employee from another shift shall be entitled to be absent on vacation during any vacant week and such entitlement shall be determined on the basis of seniority.

ARTICLE 18 - LEAVE OF ABSENCE. UNION BUSINESS:

18.01 The Employer shall, upon a request from the Union made at least ten (10) working day in advance, grant a leave of absence not exceeding thirty-one (31) days without pay in any one calendar year, to an employee who may be selected by the Union to attend Union business.

18.02 The Employer will grant a leave of absence to those employees mentioned in Article 6.06 or to any other employees selected by the Union from the locations mentioned in Article 6.06 and in such numbers mentioned in that Article, for the purpose of attending Union Seminars or Conventions, provided that any leave of absence so granted shall not exceed a total of three (3) working days for each such employee per year. Any such leave of absence shall be without pay and without loss of seniority.

18.03 The Employer shall grant a leave of absence for the term of the employee's appointment, to any employee who is selected to fill an office of the Union, provided that application for such leave is made at least one (1) month in advance. Any such leave of absence shall be without pay and without other benefits in this agreement but the employee's seniority shall continue to accumulate during such leave of absence; provided that, notwithstanding any other provision in this agreement or in the Pension Plan, such accumulation of seniority shall not be taken into account in calculating the employee's benefits under the Pension Plan.

ARTICLE 19 - LEAVES OF ABSENCE FOR PERSONAL REASONS:

19.01 An employee who wishes a leave of absence for legitimate personal reasons shall make such request in writing to his Distribution Manager or Office Manager at least thirty (30) days prior to the proposed commencement date of such leave of absence, except in the case of personal emergency. The employee's request shall contain:

- his reasons for the proposed absence, which will be held in confidence;
- the commencement date of the proposed leave of absence;
- the length of the proposed leave of absence.

The Distribution Manager's or Office Manager's permission for a leave of absence shall not be unreasonably withheld. If an employee's request for a leave of absence is denied, the matter may be appealed directly to the Industrial Relations Manager of the Employer.

19.02 All applications by employees or the Union for leave of absence and replies by the Employer shall be in writing, except that leaves of absence for one (1) day or less may be given verbally by the Distribution Manager or his designate.

19.03 If a leave is granted, a notice to that effect signed by the Employer and the employee shall be sent to the Union.

19.04 An employee's seniority date shall not be affected by a leave of absence provided the employee complies with the terms of the leave.

19.05 All leaves of absence shall be without pay.

19.06 (a) No more than three (3) employees shall be granted a leave of absence at the same time.

(b) Notwithstanding **19.06 (a)** herein, no more than one (1) employee in each Cash and Carry operation shall be granted a leave of absence at the same time.

19.07 In order to minimize disruption of vacation schedules, no leave of absence will be consecutive with annual vacation within the period May 15th to September 15th, except in case of personal emergency.

19.08 Notwithstanding the provisions of Article **19.07** herein, a leave of absence will be granted for the purposes of serving in any capacity or force of the Canadian or Allied Forces with a continuation of such person's seniority.

ARTICLE 20 - NO DISCRIMINATION:

20.01 There shall be no discrimination against or intimidation of any employee by the Employer or the Union because of the employee's race, creed, nationality, ancestry, place of origin, political opinions, sex, or age, provided that the retirement of an employee within the provisions of the Pension Plan shall not amount to discrimination.

ARTICLE 21 - UNION REPRESENTATIVES, VISITS TO BRANCH:

21.01 The Employer agrees that a full-time representative of the Union, after contacting the Distribution Manager or his designate, may enter the premises during hours of employment to interview employees and deal with the administration of this collective agreement. It is agreed that such visits will be timed to cause as little disruption as possible to the normal conduct of the Employer's business.

ARTICLE 22 - PAID HOLIDAYS:

22.01 (a) The following holidays shall be granted to each employee who has completed his probationary period:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (first Monday in August)	

(b) The basis of payment for each of the above holidays shall be one (1) day's pay regardless of the day of the week on which the holiday is celebrated;

- (c) In addition, Remembrance Day shall be a paid holiday if so declared by local civic authority. If only part of Remembrance Day is declared a holiday, then the part so declared which falls within the employee's regular working day, shall be the paid holiday.
- 22.02 (a) Holiday pay as set out in this article shall be paid to a full-time employee, provided:
- (i) he has completed his probationary period; and
 - (ii) he works his last scheduled working day preceding the holiday and his first scheduled working day after the holiday, unless he has secured permission from Management to be absent on one of the qualifying days;
 - (iii) if he is off on Workers' Compensation or due to other accident or illness, the employee shall receive holiday pay if he has worked within thirty (30) days of the holiday;
 - (iv) provided that the employee has performed work within ninety (90) calendar days immediately preceding the holiday;
- (b) If a holiday falls on or is celebrated while an employee is on leave of absence under Article 19 or is on maternity leave, the employee shall not be entitled to be paid for such holiday.
- (c) Notwithstanding the foregoing provisions of this clause, an employee will be entitled to holiday pay if he is on Union leave of absence provided in this agreement, except if such leave exceeds three (3) weeks.

22.03 An employee who is in receipt of Weekly Indemnity Benefits or Workers' Compensation Board payments and who qualifies for holiday pay, shall be paid instead of pay for the holiday, an amount equal to the difference between such benefits or compensation and pay for the holiday.

ARTICLE 23 - HOURS OF WORK AND OVERTIME:

23.01 Attached hereto and forming part of this collective agreement is Schedule "A", which outlines the standard hours of work for the bargaining units set out in Article 1. This schedule does not constitute a guarantee of hours to be worked.

23.02 An overtime rate of time and one-half (1.5) shall be paid for all hours of work performed outside of the standard hours of work on any regular work day.

23.03 An hourly rate of time and one-half (1.5) shall be paid for all hours of work performed on an employee's assigned day(s) off and for all work performed on a Sunday, except for work performed on a regular scheduled Sunday afternoon and Sunday night shift at the Cochrane warehouse. Time and one half (1.5) shall be paid for all work performed on a paid holiday plus the holiday pay as specified in Article 22.

23.04 Employees who are available, willing and able to do the overtime work required within their classifications and department and who perform similar work, shall be given the first opportunity to do such work by seniority, on a voluntary basis.

Since some overtime is necessary on occasion to maintain efficient operations, the Local Unions will encourage employees to work such reasonable overtime as may be required to meet the requirements of customers.

23.05 (a) if an employee works overtime before the start of his regularly scheduled shift, he will be granted a paid fifteen (15) minute rest period as close to the end of the second overtime hour as is practicable.

- (b) when an employee works overtime immediately after the end of his regular shift, he/she shall be allowed to take a fifteen (15) minute unpaid rest period before he/she commences their overtime.
- (c) thereafter, he will be entitled to further paid fifteen (15) minute rest periods before commencing each additional two (2) hour period of overtime.

23.06 When an employee works during a shift or shifts for which a shift premium is payable under this agreement, such shift premium will be calculated and paid to the employee at the applicable overtime rate.

23.07 Notwithstanding any other provision to the contrary which may be contained in this collective agreement, it is agreed that no employee shall be entitled to work more than sixteen (16) hours within any twenty-four (24) hour period. This provision shall not apply to those employees who normally work in the "transportation department" and who are subject to applicable legislation.

ARTICLE 24 - JURY DUTY PAY:

24.01 If an employee is required to perform jury duty or is required by subpoena to appear in Court as a witness, the Employer shall pay him the difference between the jury duty pay or witness fees, excluding expenses received, and the wages he would otherwise have earned at his regular, straight-time hourly rate. In this Article, "Court" means a Court of Record and, for greater certainty, does not include an Arbitrator, an Arbitration Board, the Ontario Labour Relations Board or any other administrative tribunal.

ARTICLE 25 - MEETINGS BETWEEN MANAGEMENT AND GRIEVANCE COMMITTEE:

25.01 Meetings shall be held between Management and the Branch Stewards once each month. Minutes of such meetings shall be kept by the Employer and copies shall be sent to the Union.

ARTICLE 26 - DRIVERS MEALS:

26.01 On overnight trips, a driver shall be paid for his meals in accordance with the following:

Breakfast - \$5.00 Lunch - \$5.50 Dinner - \$10.50

26.02 The Employer shall give prior notice to a driver who is required to go out of town the following day by 8:00 pm of the evening preceding that day, except in cases of emergency beyond the control of the Employer.

ARTICLE 27 - WAGES:

27.01 Attached hereto and forming part of this agreement is Schedule "B" which defines the job classifications and wage rates during this Agreement.

ARTICLE 28 - MEDICAL EXAMINATION OF EMPLOYEES:

28.01 (a) if the Employer requests that an employee submit to a medical examination, the employee shall comply promptly with the Employer's request on the understanding that the Employer is responsible for the cost of the examination. The Employer shall select its own medical examiner. However, if the Union feels that any medical opinion given by the physician selected by the Employer is inaccurate and would result in an injustice to the employee, the Union may require that the employee

be re-examined by a physician appointed by itself and at its own expense. The employee concerned, the Union and the Employer shall each be entitled to a copy of the report of any such medical examination.

- (b) when an employee returns to work following an illness or accident, he shall not be denied the opportunity to work, provided he produces a physician's certificate which states that he is capable of performing his normal duties. The Employer may nevertheless require the employee to be examined at its expense pursuant to Article 28.01 (a), and the employee shall be considered fit for work at his normal duties pending receipt by the employee and the parties of a copy of the report of any such examination.
- (c) whenever an employee in a driver classification is required by legislation or government regulation to undergo a periodic physical examination in order to remain qualified for his Class "A" drivers license and the employee arranges to take the examination during his regularly scheduled shift, he will be paid up to a maximum of four (4) hours at his regular straight-time hourly rate on the day he takes the examination.

ARTICLE 29 - HEALTH AND WELFARE PLAN:

- 29.01 (a) The Employer agrees that it will maintain and pay the total cost of the Welfare Plan which is attached hereto as Schedule "C" and forms part of this Agreement.
- (b) It is understood that Schedule "C" merely provides a brief description of the benefits and that in all cases, the respective Policy or Policies of Insurance shall govern. Any dispute over the payment of benefits under any such Policy of Insurance shall be adjusted between the insured or the beneficiary under any such Policy and the Insurance Company concerned, but the Employer will use its best efforts in discussions with the Union and the Insurance Company concerned to adjust and settle any such dispute.
- (c) The Employer will not, during the term of this Agreement, reduce the benefits set out in Schedule "C".

29.02 When an employee is injured on the job and as a result he is paid benefits under the Workers' Compensation Act, the Employer will pay the employee for all his regularly scheduled hours for the shift on which the injury occurred.

ARTICLE 30 - BEREAVEMENT LEAVE:

- 30.01 (a) The Employer agrees that in the event of bereavement in the immediate family of an employee; meaning parent/step-parent, spouse, child, brother or sister; to allow the said employee such time off as is necessary, not exceeding five (5) consecutive calendar days (excluding Sunday) and to pay for the days which he would otherwise have worked, at his applicable hourly rate of pay.
- (b) The Employer agrees that in the event of the death of an employee's mother-in-law or father-in-law, to allow the said employee such time off as is necessary, not exceeding three (3) consecutive calendar days (excluding Sunday) and to pay for the days which he would otherwise have worked, at his applicable hourly rate of pay.
- (c) The Employer agrees that in the event of the death of an employee's grandparent, grandchild or grandparent of employee's current spouse, the employee shall receive one (1) day off without loss of pay, provided the funeral takes place on a regularly scheduled working day.

30.02 The Distribution Manager may grant the employee additional time off, without pay, if reasonably required.

30.03 The Employer agrees that if a death in the family as described in Article 30.01 should occur while an employee is on vacation, the terms of these articles would prevail and the employee would be entitled to reschedule his vacations to another mutually agreeable time within the same calendar year.

ARTICLE 31 - DRIVERS NOT PERMITTED TO PICK UP NON-EMPLOYEES:

31.01 Except with the Distribution Manager's consent, no Driver shall allow anyone except an employee who is on duty, to ride in his truck, with the exception of Truck Drivers on the highway who are broken down.

ARTICLE 32 - VEHICLE TO BE SAFE:

32.01 No employee shall operate any vehicle which is not equipped with all safety appliances required by law or which is in an unsafe operating condition.

32.02 If a vehicle is unsafe, the Driver shall make a written report in duplicate to the Employer of the unsafe condition. One copy shall be initialled by the Distribution Manager or his designated representative and shall be retained by the Driver. If the report is not acted upon, the Driver may present the report to the Grievance Committee which shall take it up with the Employer.

ARTICLE 33 - REPORTING OF ACCIDENTS:

33.01 Every Driver or Helper shall report every accident in which his vehicle is involved and shall immediately obtain the name and address of all witnesses. The Driver shall prepare a written report of the circumstances of the accident and shall present it to the Distribution Manager or his designate as soon as possible following the accident.

33.02 The Employer and the Local Unions agree to co-operate with each other in order to reduce accidents. It shall be the duty of each employee to report promptly all injuries he suffers and all accidents involving the Employer's property and vehicles, which occur while he is on duty.

ARTICLE 34 - PAY DAY:

34.01 Each employee shall be paid in full during working hours on the regular pay day. No more than one (1) week's pay shall be held back at any one time.

34.02 It is understood between the parties that in the Sudbury Operations, pay day shall be Thursday of each week.

ARTICLE 35 - TIME CLOCK:

35.01 Starting and quitting times of all employees shall be recorded on the Employer's time clock.

ARTICLE 36 - REST PERIODS:

36.01 There shall be two (2) rest periods not exceeding a total of 45 minutes without loss of pay per shift, one (1) such rest period shall be taken in the first half of the shift and the other rest period shall be taken in the second half of the shift,

ARTICLE 37 - BULLETIN BOARDS:

37.01 A bulletin board shall be maintained by the Employer for the use of the Union for calling meetings, etc. All notices shall have the approval of the Employer before they are posted.

ARTICLE 38 - UNIFORMS:

38.01 The Employer shall supply a uniform to employees who are classified as full-time Drivers, who have completed three (3) months of continuous service as a Driver and who are required to deliver merchandise to customers or to premises of the Employer. The uniform shall consist of:

- one (1) Windbreaker with NG Crest and Name Tag;
- one (1) Winter Jacket with NG Crest and Name Tag;
- four (4) Pairs of Pants;
- six (6) Shirts with NG Crest and Name Tag;
- one (1) Cap with NG Crest;
- three (3) T-Shirts

The Employer is not required to provide more than one (1) uniform each two (2) years to any employee.

38.02 The Employer shall provide a maximum of two (2) Overalls each year to employees performing maintenance or janitorial work on a full-time basis.

38.03 The Employer shall make available a winter parka for the use of the employees at each Cash & Carry Depot. The Employer will continue the practice in effect as of the date of ratification of this collective agreement with respect to clothing for Cash and Carry employees.

38.04 Each full-time employee who is permanently assigned to work in the refrigerated produce department shall be supplied, at no cost to the employee, with insulated coveralls.

38.05 The Employer agrees to supply employees who are regularly assigned to work in the freezer (Frozen Food Locker) their own insulated suit. In addition, the Employer will make available additional suits for those employees who may be temporarily assigned to work in the above work area.

38.06 The safety shoe/boot allowance will be paid between January 1st and July 1st of each year. Employees must present their supervisor with an official receipt for the purchase of safety shoe/boots. The Employer will reimburse the employee the amount on the receipt up to a maximum of sixty-five (\$65.00) per year. Effective May 1, 1994, this amount shall be increased to ninety dollars (\$90.00).

ARTICLE 39 - LOSS OR DAMAGE TO MERCHANDISE:

39.01 Employees shall not be charged for loss or damage to merchandise or equipment unless negligence is proven.

ARTICLE 40 - CALL OUT PAY:

40.01 If an employee has completed his day's work and has left the Employer's premises and is subsequently called back to work by the Employer, he shall be paid a minimum of four (4) hours' pay at one and one-half times (1 1/2) his normal straight time hourly rate regardless of how little time he is required to work.

ARTICLE 41 - REPORTING PAY:

41.01 If an employee reports for work at the commencement of his regular shift without having previously been told not to report, and there is no work available at his regular job, he shall be paid a minimum of four (4) hours' pay at his regular straight time hourly rate, provided he performs whatever available work which is assigned to him.

ARTICLE 42 - LOSS OF DRIVERS LICENSE:

42.01 Whenever an employee who has acquired seniority and who is classified and employed as a Truck Driver, loses his license to drive or is no longer acceptable to the Employer's insurer, such employee will:

- (a) except for the bargaining unit at Sault Ste. Marie, be eligible to bump into the position of the junior employee in the Warehouse who shall then be deemed to be laid off, and upon such bumping he shall be re-classified into the job classification of the employee he displaced and paid the rate for that classification;
- (b) remain eligible to bid on any Warehouse job postings;
- (c) after his license has been re-instated or he again becomes acceptable to the Employer's insurer, then be entitled to bid for any Driver's position which becomes available.

42.02 Nothing in this Article will prevent the parties from making any other arrangement respecting such an employee upon which they mutually agree.

ARTICLE 43 - SPARE DRIVERS:

43.01 There will be postings for a maximum of four (4) Spare Drivers at each Warehouse Operation in order to have replacements available for full-time Drivers.

43.02 An employee will be paid in accordance with Article B.1 of this Agreement during the time he spends driving.

43.03 If a Spare Driver spends more than fifty percent (50%) of his time driving, that is, delivering goods to customers or premises of the Employer, he will be supplied with a Driver's uniform as specified in Article 38.01. The percentage of time spent driving will be determined over a period of one (1) driving year.

43.04 When a Spare Driver is utilized because of the absence of a full-time Driver, or because an extra load develops, the Spare Driver will be assigned the most junior load.

ARTICLE 44 - BRANCH CLOSING:

44.01 In the event that the Employer closes a Branch before the expiry date of this Agreement, the Employer agrees to pay severance pay to those employees affected thereby who have greater than five (5) years' continuous service and are on the payroll of the Employer at the time of closure, at the rate of one (1) week's pay for each year of service up to a maximum of five thousand dollars (\$5,000.00).

44.02 It is also understood that severance pay provisions shall not apply to an employee who leaves the service of the Employer prior to complete closure of the Branch, unless authorized by the Branch Manager, or who accepts another position with the Employer either in or outside of his bargaining unit prior to the closing of any Branch.

ARTICLE 45 - REPORTING LATENESS OR SICKNESS:

45.01 When an employee is unable to report for work as scheduled, he will notify Management as soon as possible, prior to his regularly scheduled starting time, and give the reason why he is unable to report.

45.02 Following an absence from work in excess of two (2) consecutive days, the employee will give Management as much notice as possible, but not less than twelve (12) hours, of his intention to return to work.

ARTICLE 46 - GENERAL:

46.01 During the term of this Collective Agreement, any new job and/or classification to be covered under the terms and conditions of this Collective Agreement. The parties agree to meet within thirty (30) days to determine the appropriate rate of pay for such classification. Should the parties not be able to agree, such question may be submitted to Arbitration.

46.02 When new types of equipment are introduced, or technological changes made, appropriate classifications and hourly rates shall be matters for negotiations between the Employer and the Union. If the parties fail to agree on such classification and hourly rates, the matters may be referred to Arbitration by either party. Pending the decision of the Arbitrators, such new classifications and rates shall not be implemented.

46.03 Employment Guarantee - Six Years from May 1, 1995 to April 30, 2001

The Company agrees that all full-time employees on the payroll of the Company on the date of ratification (November 25, 1995), including those on a leave of absence for union business, shall be continued in full-time employment of forty (40) hours per week, during the term of this collective agreement and shall be covered by all benefits as set out in this collective agreement during such six (6) year period of time. It being agreed that the guarantee of forty (40) hours per week shall only apply to those on a leave of absence as mentioned above when such person returns to work for the Company following the completion of their respective leaves of absence.

For greater clarity, no full-time employee(s) as described above, shall be laid off temporarily or permanently during the term of this collective agreement. The only exception to that which is stated above is where an employee is prevented from working all or part of such forty (40) hours per week due to an Act of God, such as fire, flood, or similar "catastrophe".

Such job guarantee for those full-time employees presently employed in the Regional Municipality of Sudbury shall be within the Regional Municipality of Sudbury and such job guarantee for those presently employed in Cochrane, Ontario, shall be guaranteed full-time employment as set out above in the town of Cochrane or within a twenty-five (25) mile radius of Cochrane, Ontario, or they shall be guaranteed such full-time employment as set out above at a location within the Regional Municipality of Sudbury.

46.04 EMPLOYMENT OPTIONS AND SEVERANCE PAY - FULL TIME EMPLOYEES ONLY

The Employer recognizes that certain employees may prefer to sever their employment with National Grocers and is prepared to offer a severance package to such employees based on the formula which is hereinafter provided for.

- (a) Active full-time employees on the payroll as of the date of ratification of this agreement, shall be paid three (3) week's pay for each completed year of service, based on their regular hourly rate of pay which was in effect immediately prior to the ratification of this agreement, to a maximum of \$75,000.00. In addition, no full-time employee who elects to terminate his employment shall receive less than \$20,000.00,

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notwithstanding his years of service. Severance pay which is paid to an employee shall be deemed to include any severance payments required at law or by any other provision of any collective agreement.

- (b) Full-time employees between the age of 55 and 65 and who have a minimum of thirty (30) years of service, may elect to take early retirement if they are eligible. Such employees shall then be eligible for benefits in accordance with Employer policy until age 65. Employees who elect to take early retirement shall also be eligible for the severance package as hereinafter provided.
- (c) Full-time employees who are within eighty-five (85) weeks of normal retirement age at the time of termination of employment shall be eligible for the above mentioned severance payment except that such employee shall receive the lesser of that which he would have otherwise earned at his regular hourly rate for regular hours worked, based on his regular hourly rate of pay which was in effect immediately prior to the ratification of this agreement, had he remained at work until his normal age or the above mentioned \$75,000.00.
- (d) Full-time employees who wish to accept the severance payment herein provided for must advise the Employer in writing, within thirty (30) calendar days of the ratification of this agreement, of their desire to terminate their employment and accept the severance payment. The offer of severance payment to employees shall not extend beyond such date.
- (e) Full-time employees who are in receipt of LTD benefits at the time of ratification of this agreement, shall also be eligible for the severance payment as herein provided for. It is understood that should such an employee elect to accept the severance pay he shall thereafter no longer be entitled to any of the rights or benefits of this agreement. Such employee must advise the Employer in writing within thirty (30) calendar days of the ratification of this agreement, of their desire to terminate their employment and accept the severance payment. The offer of severance payment to employees shall not extend beyond such date.
- (f) Full-time employees who are in receipt of WCB benefits at the time of ratification of this agreement, shall also be eligible for the severance payment as herein provided for. Such employee must advise the Employer in writing, within thirty (30) calendar days of the ratification of this agreement, of their desire to terminate their employment and accept the severance payment. The offer of severance payment to employees shall not extend beyond such date. Such employee shall only receive the severance payment upon receipt of a declaration from the WCB that such employee is fit to return to their normal duties.
- (g) Full-time employees who are under the age of sixty-five (65) shall be entitled to accept the severance package provided for herein and then be re-hired as full-time employees. Such employees would be considered as "new hires" who were hired after the date of ratification and would therefore be subject to the same wages and benefits provided to any other employees who were hired after the date of ratification.
- (h) Once an employee has made his election known to the Employer, such election is irrevocable without the consent of the Employer.
- (i) The timing of departure of employees who have elected to leave shall rest with the Employer, however, all employees who elect to take severance shall have left the business no later than one hundred and twenty (120) days after the date of ratification.

(j) **COCHRANE WAREHOUSE AND OFFICE**

In the event that a full-time employee from the Cochrane warehouse and/or office does not accept a transfer to an operation of the Company within the Regional Municipality of Sudbury and there is no work available in the town of Cochrane or within a 25 mile radius of Cochrane, and as a result such employee is laid-off, such laid-off employee(s) shall be entitled to a severance pay as set out in Section 46.04 of this collective agreement.

i.e. Three (3) weeks pay for each completed year of service based on their regular hourly rate of pay to a maximum of \$75,000.00. In addition, no full-time employee who elects not to accept a transfer shall receive less than \$20,000.00

ARTICLE 47 - TERMINATION AND RENEWAL

47.01 This Agreement shall become effective as of November 25, 1995 and shall continue in effect until the 30th day of April, 2001, at which time it shall be automatically renewed unless either party gives notice to the other, not more than ninety (90) days prior to the expiry date, of its desire to enter into negotiations for the revision or renewal of all or any part of this Agreement, and both parties shall thereupon enter into negotiations in good faith and make every reasonable effort to secure a renewal.

47.02 In the event that negotiations for the renewal of this Agreement continue past the expiry date, the provisions of this Agreement shall continue in full force and effect until such renewal is affected or until the conciliation procedures under the Ontario Labour Relations Act have been exhausted.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

RETAIL, WHOLESALE
AND DEPARTMENT STORE UNION

NATIONAL GROCERS CO. LTD.

Local 427



ROBIN W. McARTHUR,
PRESIDENT,
NORTHERN ONTARIO JOINT COUNCIL
and INTERNATIONAL VICE PRESIDENT



MIKE SCARFONE
VICE-PRESIDENT & DISTRIBUTION



DONALD LANGLOIS
Bargaining Committee



GREG MCWHIRTER
Bargaining Committee



ART BARRETTE
Bargaining Committee

Local 429



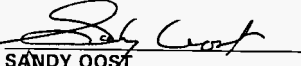
ROBIN W. McARTHUR,
PRESIDENT, NORTHERN ONTARIO JOINT COUNCIL
and INTERNATIONAL VICE PRESIDENT

Local 545



ROBIN W. McARTHUR,
PRESIDENT, NORTHERN ONTARIO JOINT COUNCIL
and INTERNATIONAL VICE PRESIDENT

Warehousemen, Transportation &
General Workers Union LOCAL 715



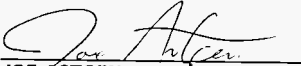
SANDY OOST
Bargaining Committee



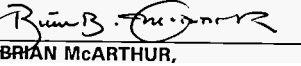
PERRY SMITH
Bargaining Committee



DARRIN PAQUETTE
Bargaining Committee



JOE ASTGEN
Bargaining Committee



BRIAN McARTHUR,
JOINT COUNCIL REPRESENTATIVE



ROBIN W. McARTHUR, DIRECTOR &
PRESIDENT, NORTHERN ONTARIO JOINT COUNCIL
and INTERNATIONAL VICE PRESIDENT

LOCAL 915



ROBIN W. McARTHUR, DIRECTOR &
PRESIDENT, NORTHERN ONTARIO JOINT COUNCIL
and INTERNATIONAL VICE PRESIDENT

THIS IS SCHEDULE "A" TO THE WITHIN AGREEMENT

HOURS OF WORK AND OVERTIME

A.1 The regular work week for employees covered by this Collective Agreement shall consist of forty (40) hours.

A.2 The starting and quitting times of shifts, and the arrangements of shifts are set out below in this schedule. Any alterations thereto shall be a matter for meaningful discussion between the individual Distribution Manager and the Union. The Union recognizes that the Company will from time to time need the co-operation of the Union and its members in order to meet the needs of the Company's customers and the Union will co-operate with the Company to this end in arranging alternate shift schedules other than those set out herein.

A.3 **SUDBURY WAREHOUSE OPERATIONS:**

(a)	<u>DAY SHIFT</u>	<u>STARTING TIME</u>	<u>QUITTING TIME</u>
	Monday through Friday	7:00 a.m.	3:00 p.m.
	(No Lunch Break)		

(b)	<u>AFTERNOON SHIFT</u>	<u>STARTING TIME</u>	<u>QUITTING TIME</u>
	Monday through Friday	3:00 p.m.	11:00 p.m.
	(No Lunch Break)		

SECOND AFTERNOON SHIFT

In addition the Employer may establish a second afternoon shift, to be worked on a schedule of:

	<u>STARTING TIME</u>	<u>QUITTING TIME</u>
Sunday through Thursday	3:00 p.m.	11:00 p.m.

It is agreed by the parties that only the work of receiving and assembling of produce may be performed on the second afternoon shift.

In the event that the Employer desires work other than the receiving and assembling of produce to be performed on the second afternoon shift, the Employer shall meet with the Union for the purpose of obtaining such an agreement. Such agreement if mutually agreed to, shall be confirmed in writing and signed by the parties. The Union undertakes not to arbitrarily or unreasonably deny such request.

(c)	<u>NIGHT SHIFT</u>	<u>STARTING TIME</u>	<u>QUITTING TIME</u>
	Sunday through Thursday	11:00 p.m.	7:00 a.m.
	(No Lunch Breaks)		

A.4 **SUDBURY DRIVERS:**

(a) The Employer agrees that there shall be, during the term of this Agreement, a minimum of five (5) weekly work schedules, consisting of four (4) shifts per week, ten (10) hours per day;

(b) The regular days off for such runs as set out in (a) above, shall be either Friday, Saturday and Sunday - or - Saturday, Sunday and Monday;

- (c) All ten (10) hour shifts as set out in (a), shall have a starting time of 6:00 a.m. and shall end at 4:00 p.m. There shall be no lunch period for such shifts;
- (d) All other persons classified as Truck Drivers shall have a shift schedule of five (5) - eight (8) hour days, Monday to Friday. The shift starting times shall be 6:00 a.m. and 7:30 a.m. and the quitting time of 2:00 p.m. and 3:30 p.m. respectively. There shall be no lunch period for such shifts;
- (e) For all Sudbury Drivers the, overtime will be paid for at the rate of time and one-half (1 1/2) the driver's applicable rate of pay. In the case of an eight (8) hour shift, overtime shall be paid after eight (8) hours. In the case of a ten (10) hour shift, overtime shall be paid after ten (10) hours.
- (f) It is agreed that loads shall **not** be held so as to deprive a driver from exercising his seniority as provided in Article 9.01.

A.5 COCHRANE WAREHOUSE OPERATIONS:

(a)	<u>DAY SHIFT</u>	<u>STARTING TIME</u>	<u>QUITTING TIME</u>
	Monday through Friday	7:00 a.m.	3:00 p.m.
	(No Lunch Break)		
(b)	<u>AFTERNOON SHIFT</u>		
	Sunday through Thursday	5:00 p.m.	1:00 a.m.
	(No Lunch Break)		
(c)	<u>NIGHT SHIFT</u>		
	Sunday through Thursday	11:00 p.m.	7:00 a.m.
	(No Lunch Break)		

A.6 COCHRANE DRIVERS: -WORK WEEK:

Cochrane Branch Drivers shall have a regular work week consisting of five (5) shifts per week of eight (8) hours each, and shall be worked on a schedule of Monday through Friday as set out below.

A.7 All time worked in excess of eight (8) hours per day shall be paid for at the rate of time and one-half (1 1/2) the Driver's applicable hourly rate of pay.

A.8 The delivery schedule presently in place and posted as of the date of ratification shall be the delivery schedule and shall be recognized as the official drivers daily and weekly hours of work setting out the starting and quitting times for drivers, on either eight (8) hour shifts or ten (10) hour shifts.

Any alterations to such schedule shall only be done by mutual agreement between the Union and the Employer. In the event that changes are mutually agreed to, such changes shall be in writing and signed by the parties. The Union undertakes not to arbitrarily or unreasonably deny a request by the Employer for change in total or in part of such schedule.

A.9 Cochrane Drivers shall have a second (2nd) regular work week consisting of four (4) shifts per week of ten (10) hours each, and their days off per week shall be either Friday, Saturday, and Sunday OR Saturday, Sunday and Monday.

A.10 All time worked in excess of ten (10) hours per day shall be paid at the rate of time and one-half (1 1/2) the Driver's applicable hourly rate of pay.

A.11 CASH AND CARRY OPERATIONS:

While the shifts for employees in Cash & Carry Operations are scheduled over five and one-half (5 1/2) days each week, those shifts will be scheduled in such a way that each employee in those Operations is entitled to a day off every second Saturday. Notwithstanding the hours of work, as set out below, the Employer may open a Cash and Carry store one (1) night each week until 8:00 p.m. Such night of operation will be part of the regular hours of work. The Employer will notify the Union in advance of any Cash and Carry store being open one (1) evening per week specifying the evening to be worked. Evening shift work shall be scheduled in accordance with the bargaining unit seniority.

NEW LISKEARD CASH & CARRY DEPOT	STARTING TIME	QUITTING TIME
Monday through Friday	8:00 a.m.	5:00 p.m.
Saturday	8:00 a.m.	12:00 noon
(one (1) hour unpaid lunch)		

TIMMINS CASH & CARRY DEPOT	STARTING TIME	QUITTING TIME
Monday through Friday	8:00 a.m.	5:00 p.m.
Saturday	8:00 a.m.	12:00 noon
(one (1) hour unpaid lunch)		

NORTH BAY CASH & CARRY DEPOT	STARTING TIME	QUITTING TIME
Monday	8:00 a.m.	5:00 p.m.
(one-half (1/2) hour unpaid lunch)		
Tuesday through Friday	7:30 a.m.	5:00 p.m.
(one-half (1/2) hour unpaid lunch)		
Saturday	8:00 a.m.	12:00 noon

SUDBURY CASH & CARRY DEPOT	STARTING TIME	QUITTING TIME
Monday through Friday	8:00 a.m.	5:00 p.m.
(one (1) hour unpaid lunch)		
Saturday	8:00 a.m.	12:00 noon

A.12 SUDBURY AND NORTH BAY CASH AND CARRY:

- (a) Notwithstanding the shift schedules contained in the Collective Agreement as set out in A.13 the Employer agrees to continue the present shift schedules and practices of Saturday work rotations for the term of this Collective Agreement. Any changes to the present shifts and/or practices of Saturday work rotations shall be by mutual agreement of the parties. The Union agrees to meet with the employer to discuss and address any desired changes to the present shifts and/or practices of Saturday work rotations. Any changes that may be mutually agreed to shall be in writing and signed by the parties.
- (b) Notwithstanding, the shift schedules pertaining to the Sudbury Cash and Carry and the North Bay Cash and Carry as set out in A.13 in this Collective Agreement the following shall supersede such schedule, for the term of this Collective Agreement.
- (c) In the event that a Cash and Carry employee in the above noted operations works on a Saturday between the hours of 8:00 a.m. and 1:00 p.m., such employee shall, the following week, have either SATURDAY, SUNDAY AND MONDAY as their regular days off for that week - or - FRIDAY, SATURDAY, SUNDAY as their regular days of for that week. The employee concerned may at his/her discretion agree to accept another day off as may be mutually agreed between him/her and the Manager.

A.13 Cash and Carry's

Sudbury Local 715 North Bay Local 545 Timmins Local 429

- (a) Effective January 1, 1996
Part-time employees may be scheduled to work up to and including twenty-nine (29) hours per week.
- (b) Effective January 1, 1997
Part-time employees may be scheduled to work up to and including thirty-two (32) hours per week.
- (c) Newly hired employees hired after November 25, 1995, or present employees on the Company's payroll as at November 25, 1995, who are the successful applicant to a job posting in the cash and carry(s) shall be paid at the rate of eighteen dollars (\$18.00) per hour.
Effective May 1, 1998
Such wage of eighteen dollars (\$18.00) per hour shall be increased to eighteen dollars and twenty-six cents (\$18.26) per hour.
Effective May 1, 1999
Such wage of eighteen dollars and twenty-six cents (\$18.26) per hour shall be increased to eighteen dollars and sixty-two cents (\$18.62) per hour.
Effective May 1, 2000
Such wage of eighteen dollars and sixty-two cents (\$18.62) per hour shall be increased to nineteen dollars (\$19.00) per hour.

(d) Present Full-time Warehouse Employees

In the event that a present full-time warehouse employee is transferred to the cash and carry operation in Sudbury from the Sudbury warehouse operation, he shall be paid in all respects for work performed as though he were still employed in the Sudbury warehouse operation of the Company.

(e) Saturday and Sunday work shall be voluntary on the part of all full-time cash and carry employees.

(f) Full-time employees shall be asked first if they wish to work on a Saturday or Sunday, if such work is available.

(g) In the event that full-time employees **do** not voluntarily accept Saturday or Sunday work, such Saturday and Sunday work shall be mandatory for part time cash and carry employees in accordance with the provisions of the collective agreement i.e.: with preference being given to such persons seniority standing.

(h) In the event that a present full-time cash and carry (Sudbury) bargaining unit employee bids out of the cash and carry, the Company shall not be obligated to fill such full-time position; however, this exception shall not apply if it would result in less than three (3) full-time persons being employed in the Sudbury cash and carry operation.

Further, the same principle shall apply in the case of the North Bay and Timmins cash and carry operations in that the Company shall be obligated to employ not less than two (2) bargaining unit employees in each of the above noted cash and carry operations.

CLARITY NOTE:

The Company shall maintain a full-time bargaining unit work force in its cash and carry operations as follows:

Sudbury Cash and Carry - a minimum of three (3) bargaining unit employees;

North Bay Cash and Carry - a minimum of two (2) bargaining unit employees;

Timmins Cash and Carry - a minimum of two (2) bargaining unit employees.

(i) Saturday and Sunday Work

Full-time employees who voluntarily agree to work on a Saturday and/or Sunday shall be paid a Saturday/Sunday shift premium of one dollar and sixty cents (\$1.60) per hour worked on such Saturday or Sunday.

THIS IS SCHEDULE "B" TO THE WITHIN AGREEMENT

B.1 JOB CLASSIFICATION AND HOURLY RATES OF PAY FOR ALL FULL-TIME EMPLOYEES COVERED BY THE TERMS OF THIS COLLECTIVE AGREEMENT: WHO WERE FULL-TIME EMPLOYEES PRIOR TO NOVEMBER 25, 1995:

(a) The following are the job classifications and hourly rates of pay for all full time employees. Such rates shall be in effect on the dates indicated herein:

Classification	Effective May 1/95	Effective May 1/98	Effective May 1/99	Effective May 1, 2000
Warehouseman	20.00	20.30	20.70	21.10
Dispatch Clerk (Cochrane)	20.00	20.30	20.70	21.10
Cash & Carry Clerk	20.00	20.30	20.70	21.10
Janitor	20.00	20.30	20.75	21.10
Forklift Operator	20.05	20.35	20.75	21.15
Shipper/Receiver	20.10	20.40	20.80	21.20
Truck Driver	20.10	20.40	20.80	21.20
Shunt Man	20.20	20.50	20.90	21.30
Tractor Trailer Driver	20.20	20.50	20.90	21.30
Building Maintenance	20.25	20.55	20.95	21.35
Cash and Carry Senior Clerk	20.30	20.60	21.00	21.40
Freezerman	20.40	20.70	21.10	21.50

(b) Settlement Pay

The Employer agrees to pay each full-time employee who is on the payroll as of the date of ratification of the terms of memorandum of agreement a lump sum payment of seven hundred and fifty dollars (\$750.00) less the required statutory reductions. Such payment shall be made not later than December 15, 1995.

Effective May 1, 1996, the Employer agrees to pay to each full-time employee a lump sum payment of five hundred dollars (\$500.00) less the required statutory deductions.

(c) Employees hired as full-time, or converted from part-time to full-time status between July 24, 1989 and April 30, 1992 are identified in Letter of Agreement # 12 which is attached hereto and forms part of this collective agreement, and shall be paid in accordance with the rates of pay contained in such Letter of Agreement.

(d) Effective November 25, 1995, employees that may be hired as full-time and/or part-time employees that may be converted to full-time status shall be paid in accordance to the following wage progression scale.

The following hourly wage rates shall apply to newly hired full-time employees hired after November 25, 1995

Effective November 25, 1995

	Start	12 mo. Seniority with Company	24 mo. Seniority with Company	36 mo. Seniority with Company	48 mo. Seniority with Company	60 mo. Seniority with Company
Warehousemen	13.00	14.00	15.00	16.00	18.00	20.00
Dispatch Clerk (Cochrane)	13.00	14.00	15.00	16.00	18.00	20.00
Cash & Carry Clerk	13.00	14.00	15.00	16.00	18.00	20.00
Janitor	13.00	14.00	15.00	16.00	18.00	20.00
Forklift Operator	13.05	14.05	15.05	16.05	18.05	20.05
Shipper/Receiver	13.10	14.10	15.10	16.10	18.10	20.10
Truck Driver	13.10	14.10	15.10	16.10	18.10	20.10
Shunt Man	13.20	14.20	15.20	16.20	18.20	20.20
Tractor Trailer Driver	13.20	14.20	15.20	16.20	18.20	20.20
Building Maintenance	13.25	14.25	15.25	16.25	18.25	20.25
Maintenance Mechanic	13.30	14.30	15.30	16.30	18.30	20.30
Cash & Carry Senior Clerk	13.30	14.30	15.30	16.30	18.30	20.30
Freezerman	13.40	14.40	15.40	16.40	18.40	20.40

Effective May 1, 1998:

	Start	12 mo. Seniority with Company	24 mo. Seniority with Company	36 mo. Seniority with Company	48 mo. Seniority with Company	60 mo. Seniority with Company
Warehousemen	13.00	14.00	15.00	16.00	18.00	20.30
Dispatch Clerk (Cochrane)	13.00	14.00	15.00	16.00	18.00	20.30
Cash & Carry Clerk	13.00	14.00	15.00	16.00	18.00	20.30
Janitor	13.00	14.00	15.00	16.00	18.00	20.30
Forklift Operator	13.05	14.05	15.05	16.05	18.05	20.35
Shipper/Receiver	13.10	14.10	15.10	16.10	18.10	20.40
Truck Driver	13.10	14.10	15.10	16.10	18.10	20.40
Shunt Man	13.20	14.20	15.20	16.20	18.20	20.50
Tractor Trailer Driver	13.20	14.20	15.20	16.20	18.20	20.50
Building Maintenance	13.25	14.25	15.25	16.25	18.25	20.55
Maintenance Mechanic	13.30	14.30	15.30	16.30	18.30	20.60
Cash & Carry Senior Clerk	13.30	14.30	15.30	16.30	18.30	20.60
Freezerman	13.40	14.40	15.40	16.40	18.40	20.70

Effective May 1, 1999:

	Start	12 mo. Seniority with Company	24 mo. Seniority with Company	36 mo. Seniority with Company	48 mo. Seniority with Company	60 m. Seniority with Company
Warehousemen	13.00	14.00	15.00	16.00	18.00	20.70
Dispatch Clerk (Cochrane)	13.00	14.00	15.00	16.00	18.00	20.70
Cash & Carry Clerk	13.00	14.00	15.00	16.00	18.00	20.70
Janitor	13.00	14.00	15.00	16.00	18.00	20.70
Shipper/Receiver	13.10	14.10	15.10	16.10	18.10	20.80
Truck Driver	13.10	14.10	15.10	16.10	18.10	20.80
Tractor Trailer Driver	13.20	14.20	15.20	16.20	18.20	20.90
Building Maintenance	13.25	14.25	15.25	16.25	18.25	20.95
Maintenance Mechanic	13.30	14.30	15.30	16.30	18.30	21.00
Cash & Carry Senior Clerk	13.30	14.30	15.30	16.30	18.30	21.00
Freezerman	13.40	14.40	15.40	16.40	18.40	21.10

	Start	12 mo. Seniority with Company	24 mo. Seniority with Company	36 mo. Seniority with Company	48 mo. Seniority with Company	60 mo. Seniority with Company
Warehousemen	13.00	14.00	15.00	16.00	18.00	21.10
Dispatch Clerk (Cochrane)	13.00	14.00	15.00	16.00	18.00	21.10
Cash & Carry Clerk	13.00	14.00	15.00	16.00		
Janitor	13.00	14.00	15.00	16.00	18.00	21.10
Forklift Operator	13.05	14.05	15.05	16.05	18.05	21.10
Shipper/Receiver	13.10	14.10	15.10	16.10	18.10	21.20
Truck Driver	13.10	14.10	15.10	16.10	18.10	21.20
Shunt Man	13.20	14.20	15.20	16.20	18.20	21.30
Tractor Trailer Driver	13.20	14.20	15.20	16.20	18.20	21.30
Building Maintenance	13.25	14.25	15.25	16.25	18.25	21.35
Maintenance Mechanic	13.30	14.30	15.30	16.30	18.30	21.40
Cash & Carry Senior Clerk	13.30	14.30	15.30	16.30	18.30	2
Freezerman	13.40	14.40	15.40	16.40	18.40	21.50

Notwithstanding anything contained in this collective agreement, part-time employees who were in the employment of the Company prior to November 25, 1995, and who are converted to full-time employment after November 25, 1995, and who were being paid \$14.62 per hour as part-time employees, shall, upon being converted to full-time employment, shall immediately be slotted into the 24 month progression rate and shall then progress up the progression wage scale each 12 months thereafter until they reach the end rates of pay as they may be from time to time as set out above.

When the 2% wage increase(s) becomes due, i.e. on May 1, 1998, May 1, 1999, and May 1, 2000, such wage increases shall be applied to the wages of those part-time employees who were converted to full-time employment, and they shall remain at such off rate until the next progression wage rate provides them with a wage increase.

B-2 PART-TIME. STUDENT & TEMPORARY EMPLOYEES HOURLY RATES OF PAY

(a) Part-time and Temporary employees employed at the following locations shall be paid in accordance with the following wage scales and hourly rates of pay:

- Sudbury Warehouse
- Sudbury Cash & Carry
- Cochrane Warehouse

	Effective May 1/95	Effective May 1/98	Effective May 1/99	Effective May 1, 2000
Start Rate	10.88	11.09	11.31	11.53
After 12 mo.	12.75	13.00	13.26	13.52
After 24 mo.	14.62	14.91	15.20	15.50

Effective May 1/95	Effective May 1/98	Effective May 1/99	Effective May 1, 2000
14.62	14.91	15.20	15.50

Effective May 1/95	Effective May 1/98	Effective May 1/99	Effective May 1, 2000

Effective May 1/95	Effective May 1/98	Effective May 1/99	Effective May 1, 2000
9.10	9.28	9.46	9.65

(e) Student employees employed at the following locations shall be paid in accordance with the following wage scales and hourly rates of pay:

	Effective May 1/95	Effective May 1/98	Effective May 1/99	Effective May 1, 2000
Sudbury Cash & Carry	8.60	8.77	8.94	9.12
North Bay Cash & Carry	8.60	8.77	8.94	9.12
Timmins Cash & Carry	8.60	8.77	8.94	9.12

B.3 FROZEN FOOD PREMIUMS:

There shall be a Frozen Food premium rate of forty cents (.40¢) per hour above the applicable Warehouseman rate to be paid for the hours of work performed in the Frozen Food Lockers. This premium shall be payable only to employees who are not classified in the job of Freezer Man and who are temporarily assigned to work in the Frozen Food Locker.

B.4 SHIFT PREMIUMS:

An employee who works on the second or afternoon shift will be paid a premium of fifty-five cents (.55¢) per hour for all hours worked during that shift and an employee who works on the third or night shift will be paid a premium of sixty-five cents (.65¢) per hour for all hours worked during that shift.

THIS IS SCHEDULE "C" TO THE WITHIN AGREEMENT

HEALTH AND WELFARE PLAN

C.1 BARGAINING UNIT EMPLOYEES:

Life Insurance Twice the employee's base annual earnings

Accidental Death & Twice the employee's base annual earnings
Dismemberment Insurance

Weekly Indemnity Insurance - Short Term Disability

1st day of accident	}	75% of an employee's
1st day of hospitalization	}	average hourly rate of
4th day of sickness	}	pay, up to a maximum
for a period of 26 weeks	}	of \$550.00 per week
on each separate illness		

Increases in the Weekly Indemnity benefits will only apply to employees who are on the active payroll of the Employer on the dates the respective increases become effective.

Long Term Disability

A totally disabled employee will receive sixty-five percent (65%) of his average hourly rate of pay to a maximum of \$1,600.00 per month from all sources to age sixty-five (65) with benefits payable monthly.

Tax Deductions

Income Tax deductions will be made from Weekly Indemnity and Long Term Disability before those benefits are paid to the employee.

The total premium cost of the above benefits is to be paid by the Employer.

An employee's benefits under the Long Term Disability will not be affected by any disability insurance which he has purchased privately.

C.2 Canada Pension Plan

The Employer shall make the Employer's contribution in respect to each employee in accordance with the Canada Pension Plan.

C.3 Drug Plan

The Employer will continue in force and pay the total cost of the Drug Plan or replace that Plan with another which provides no lesser benefits. In either case, there shall be no break in coverage and the Employer will pay the full cost of the Plan.

C.4 After six (6) months of employment, a bargaining unit employee shall be covered for Life Insurance and Accidental Death and Dismemberment Insurance. Entitlement to the other benefits set out above in this Schedule becomes effective commencing on the first day of the month after a bargaining unit employee has been employed for three (3) months.

- C.5 When an employee who is eligible for the benefits set out in this schedules laid off, the Employer will pay the premium costs for such benefits for the first thirty (30) days of lay off. All benefits cease on the date of termination of employment. It is further agreed that when an employee is recalled to work on a regular basis for twenty-four (24) hours or more per week (averaged over a period of four (4) consecutive weeks), he shall again become eligible for such benefits.
- C.6 When an employee is granted a leave of absence, the employer will continue to pay the premium cost for the first ninety (90) days of such leave of absence and the premium cost of the other group benefits in this Schedule for the first thirty (30) days of such leave of absence.
- C.7 During the time an employee is in receipt of benefits under either the Weekly Indemnity or Long term Disability Insurance, the Employer will continue to pay the premiums on his behalf for the Drug Plan, the Dental Plan and the Group Life Insurance Plan.
- C.8 During the time an employee is in receipt of benefits under either the Weekly Indemnity or Long Term Disability Insurance, the Employer will continue to pay the premiums on his behalf for, the Drug Plan, the Dental Plan and the Group Life Insurance Plan.
- C.9 The Employer will continue the Retirement Allowance set out in the previous Collective Agreement made between the parties with respect to all bargaining unit employees who retire or are retired up to and including April 30th, 1975.

C.10 PENSION PLAN

The Employer will continue the Pension Plan which will provide Pensions to bargaining unit employees, on the following basis: -

Monthly Pension benefits of twenty-five dollars (\$25.00) multiplied by all of the Member's unbroken past service up to and including December 31, 1989.

- (1) The Employer shall make all such payments as are necessary to provide Pension Benefits under the Plan.
- (2) The normal retirement date will be the first day of the month next following attainment of age sixty-five (65).
- (3) A Bargaining Unit Employee who is within ten (10) years of his normal retirement date and has completed ten (10) years of continuous service, may elect to retire prior to his normal retirement date and shall then be entitled to receive either a deferred retirement income with payments commencing on his normal retirement date (calculated as set out above and based on continuous service to his early retirement date), or an immediate retirement income which is the actuarial equivalent of a deferred retirement income.
- (4) If death occurs before retirement, the Plan provides a spouse's Pension where an individual has completed ten (10) years of continuous service and is past the early retirement age of fifty-five (55). Pension benefits will be deemed to have started on the first of the month coincident with or following death. As a result, a Pension will be paid to the spouse equal to fifty percent (50%) of the normal early retirement benefit for that particular age and service. Such benefit will continue until death or remarriage of the spouse.
- (5) In the event of the death of a member who was in receipt of a pension under the plan at the time of death, then the beneficiary shall be entitled to death benefits according to the pension payment the member chose at retirement.

Such expressions as "Credited Past Service" and "Continuous Service" shall have the meaning set out in the Plan.

The foregoing provisions of Section C.10 are intended to be no more than a brief summary of several features of the Pension Plan as negotiated by the parties. The complete provisions of the Pension Plan and other Health and Welfare benefits are set out in a benefit booklet, which will be distributed to the Unions and to Bargaining Unit Employees.

PENSION FORMULA

Effective January 1, 1990, there shall be a new pension formula which shall be based on 1.25% of the YMPE plus 1.75% over the YMPE for all future service.

Effective January 1, 1990, employees will be required to contribute 1% of their T-4 earnings to the pension plan.

POST RETIREMENT INDEXING

Pension benefits earned on or after January 1, 1990, will be indexed from age sixty-five (65) and thereafter applying the following formula:

(a) annual increase in pension equal to seventy-five (75%) of the increase in the Consumer Price Index (CPI) less one percent (1%), such increase to be limited to a maximum annual increase in CPI of ten percent (10%).

ACTIVE BENEFIT INDEXING

Effective January 1, 1992, pension benefits accrued during all years prior to January 1, 1992 will be indexed, based on the above formula. Benefits will be indexed every January 1st thereafter.

EARLY RETIREMENT

Effective January 1, 1991, early retirement provisions will be provided to all full-time employees who are age 55 and have 30 years of service. Employees will receive their full accrued pension to their retirement date. Employees who are age 55 with less than 30 years service may retire with a reduction of 3% per year for all years prior to age 62.

PART-TIME EMPLOYEES OPTIONAL PENSION PLAN

Effective January 1, 1990, part-time employees will be eligible to join the Company pension plan provided they have worked 700 hours in each of two (2) consecutive calendar years or have earned 35% of the YMPE in each of two (2) consecutive calendar years.

RETIRED EMPLOYEES HEALTH AND WELFARE COVERAGES

Effective July 1, 1989, employees who retire at age 55 will be provided with their life insurance and health benefits until age 65.

The Pension Plan covering the employees covered hereunder shall not, unless by mutual agreement between the parties, be the subject of negotiations or amendments by the parties until May 1995.

C.11 On retirement at age sixty five (65), the Employer will provide and pay for \$10,000.00 of Life Insurance for the retiree.

C.12 DENTAL PLAN

The Employer will continue the preventive Dental Plan during the term of this Agreement and will continue to pay one hundred percent (100%) of the premiums for that Plan and the level of benefits provided by the Plan will be according to the Ontario Dental Association (ODA) schedule of fees for the year 1990.

Effective October 1st, 1992, the level of benefits provided by the Plan will be amended by the adoption of the Ontario Dental Association (ODA) Schedule of Fees for the year 1991.

Effective April 1st, 1993, the level of benefits provided by the Plan will be amended by the adoption of the Ontario Dental Association (ODA) Schedule of Fees for the year 1992.

Effective April 1st, 1994, the level of benefits provided by the Plan will be amended by the adoption of the Ontario Dental Association (ODA) schedule of fees for the year 1993.

The plan provides for persons covered to have a dental check up each nine (9) months.

C.13 OPTICAL PLAN

The Employer will continue and will pay one hundred percent (100%) of the premium for the Optical Plan which provides for payment of frames and prescription lenses (including contact lenses) as follows: -

- up to \$150.00 per employee and spouse every two (2) years;
- up to \$150.00 for each dependent child of the employee sixteen (16) years and under once each year and thereafter every two (2) years while eligible as set out in the benefit booklet.

THIS IS SCHEDULE "D" TO THE WITHIN AGREEMENT

PART-TIME AND TEMPORARY EMPLOYEES

D.1 For the purposes of this schedule: -

- (a) a part-time employee is a person who regularly works not more than twenty-four (24) hours per week. The status of a part time employee shall not be deemed to be changed because he works in excess of those hours in any of the following circumstances:
 - (i) he is replacing a full-time employee who is absent on a temporary basis, that is, not exceeding thirty (30) consecutive days, or on vacation;
 - (ii) during the period of December 15th to January 1st;
 - (iii) he is covering off for a full-time employee who has refused a recall to work on a temporary basis under Article 11.03 of the collective agreement;
 - (iv) on a full-time basis in the period of May 1st to September 30th;
 - (v) during the period of December 1st to January 1st in the Cash and Carry;
 - (vi) on a full-time basis in the period April 1st to September 30th in the Cash and Carry.

- (b) The Company may employ students during the school vacation periods from May 1st to September 30th in all warehouse operations and April 1st to September 30th in all Cash and Carry operations.
 - (i) these employees may grieve matters pertaining to their wage rates only;
 - (ii) they shall not be entitled to any Health and Welfare benefits;
 - (iii) they shall have a probationary period of forty-five (45) worked days;
 - (iv) the Union shall be notified immediately following the hiring of a student, his name, address and telephone number;
 - (v) students will be designated as such at the time of hire with their term of employment specified. The Employer has the right to terminate a student during the student's probationary period or at the conclusion of their specified employment period without such a termination being the subject of a grievance under the collective agreement.

- D.2 Students, part-time and temporary employees will not normally be assigned to the day shift, provided that this Section shall not prevent such assignment to cover off for an employee who is absent unexpectedly, or where there is mutual agreement between Management and the Local Union, and provided that, in any event, the Employer is entitled to maintain a qualified work force on each shift.

D.3 The following provisions of the collective agreement apply to part-time and temporary employees and students:

- Article 2.01 - Scope and Work Practice
- Article 3 - Management Rights
- Article 4 - Union Security
- Article 5 - No Strikes, No Lock-outs
- Article 7 & 8 - Grievance Procedure and Arbitration respectively do not apply to students and temporary employees in cases of termination of employment, it being that the employment of a part-time employee during his probationary period or of a student or a temporary employee may be terminated for any reason at the sole discretion of Management and no arbitrator or arbitration board shall have any jurisdiction to entertain any grievance filed as a result of such termination.
- Article 12.01 - Clauses (a), (b), (c), (d) and (f)
- Article 15 - Students, Part-time and Temporary Employees
- Article 20 - No Discrimination
- Article 21 - Union Representative, Visits to Branch
- Article 28 - Medical Examination of Employees
- Article 34 - Pay Day
- Article 35 - Time Clocks
- Article 36 - Rest Periods
- Article 37 - Bulletin Boards
- Article 40 - Call-out Pay
- Article 41 - Reporting Pay
- Article 45 - Reporting Lateness and Sickness
- Article 47 - Termination and Renewal
- Sections B.2, B.3 and B.4 of Schedule "B".

- D.4**
- (a) After a part-time employee has actually worked, in any twelve (12) month period, a total of two hundred and forty (240) hours, he shall be deemed to have acquired seniority for the purpose of this Schedule and his name shall be placed on the seniority list mentioned below.
 - (b) A separate seniority list will be established for part time employees and will be revised by the Employer at least every three (3) months. Such lists will show the employee's name and his last date of hire.
 - (c) **Hours** of work will be offered to part-time employees according to seniority, provided the senior employee has the qualifications necessary to perform the normal requirements of the job.
 - (d) If a part-time employee refuses an offer to work on three (3) occasions within any three (3) month period without giving a reasonable excuse, his seniority rights shall cease, his name shall be stricken from the seniority list and his employment shall be automatically terminated.
 - (e) After a part-time employee has acquired seniority under Clause D.4 (a) above, he will be entitled to bid for permanent job vacancies and newly created jobs which are posted in accordance with Article 16.01 of the collective agreement. If any posted vacancy or new job is not filled by a full-time employee, then the part-time employee with the greatest seniority who has bid, if any, and who has the qualifications necessary to fill the normal requirements of the job shall be placed in it.

Articles 16.07 and 16.08 of the collective agreement shall apply to the successful bidder. Failing any successful bid by a part-time employee or failing his remaining in the new job in accordance with Articles 16.07 and 16.08, the Employer may fill the vacancy or new job at its discretion.

- (f) Whenever a part-time employee is converted to full-time, he will be credited in the full-time bargaining unit for seniority purposes with fifty percent (50%) of his seniority up to a maximum of one (1) year, and upon such conversion, he shall not be required to serve a probationary period as though he were a new hire. Such seniority will then apply in the full-time unit in accordance with the terms of the collective agreement, except vacations, provided that such seniority shall not apply to the waiting periods for Group Benefits set out in Schedule "C" and any such employee shall be deemed to be a new hire for the purposes of Schedule "C".
- D.5** (a) Each employee covered by this Schedule who, as of December 31st in any year, has been employed for **less** than one (1) year, shall receive in the following year an amount equal to four percent (4%) of his gross earnings, and is entitled to one (1) day's vacation with pay in such following year for each full calendar month of employment up to a maximum of nine (9) days.
- (b) Each employee covered by this Schedule who, as of December 31st in any year, has **been** employed for more than one (1) year shall be granted a vacation of two (2) weeks, to be taken during the following year and vacation pay in an amount equal to four percent (4%) of his gross earnings up to December 31st of the year immediately prior to the year in which the vacation is taken.
- D.6** Employees who are covered by this schedule shall be entitled to the following public holidays:
- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
- Entitlement to any of the above holidays does not extend to any such employee who:
- (a) is employed for less than three (3) months;
- (b) has not earned wages on at least twelve (12) days during the four (4) weeks immediately preceding the public holiday;
- (c) fails to work his scheduled regular day of work preceding or his scheduled regular day of work following the public holiday;
- (d) has agreed to work on a public holiday and who, without reasonable cause, fails to report for and perform work.
- D.7** Regular part-time employees will be offered, in priority to students, full-time employment during the period of May 1st to September 30th.
- D.8** An employee covered by this schedule shall be paid an overtime rate of time and one-half (1 1/2) for all scheduled work performed in excess of eight (8) hours per day, but if he is working as a Driver on any of the ten (10) hour shifts which are provided for in Schedule "A", he shall be paid overtime for all work performed in excess of ten (10) hours per day.
- D.9** The rates of pay for employees covered by this schedule are as set out in Schedule "B" to this agreement.
- D.10** The Employer agrees to provide all part-time employees who have one (1) year of service as of February 1990 with a safety boot allowance on a one-time basis.

LETTER OF AGREEMENT NO. 1

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

AND: WAREHOUSEMEN, TRANSPORTATION AND GENERAL WORKERS UNION, LOCAL 715 and LOCALS 427, 429, 545 and 582 -of the- Retail, Wholesale and Department Store Union District Council. of the- United Food and Commercial Workers International Union (hereinafter referred to as the "Union")

The Employer will honour the request of an employee, in writing, on a form supplied by the Employer, to deduct from his pay and remit to the Guaranteed Trust Company on his behalf sums to be paid into an R.R.S.P. the employee has established with that firm.


When the Employer duly honours an employee's request it has no further liability for the sums deducted and remitted.

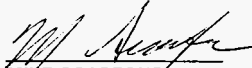
An employee may make only one (1) such request each year, to be received by the Employer no later than January 1st in succeeding years, including a revocation of a request.

DATED AT SUDBURY, ONTARIO THIS 25th DAY OF November 1995

FOR THE UNION:

FOR THE EMPLOYER:


ROBIN W. McARTHUR,
President and
International Vice President


MIKE SCARFONE
Vice-President, Distribution

LETTER OF AGREEMENT NO. 2

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

AND: WAREHOUSEMEN, TRANSPORTATION AND GENERAL WORKERS
UNION, LOCAL 715 and LOCALS 427, 429, 545 AND 582 -of
the- Retail, Wholesale and Department Store Union District Council
-of the- United Food and Commercial Workers International Union
(hereinafter referred to as the "Union")

This letter will serve to confirm our agreement that:

(1) If an employee is off work because of illness or accident and is thereby entitled to Weekly Indemnity Benefits or to Workmen's Compensation and payment for benefits or compensation has been delayed beyond a two (2) week period, the Employer will upon request by him grant an advance of wages pending commencement of such payment up to a maximum of an amount equal to two (2) weeks' pay at his regular rate, provided the employee is in immediate need of funds for his personal or family use and the employee signs a waiver to have the monies so deducted.

(2) Any advance made by the Employer shall be repaid promptly by the employee when such payment to him commences. Failing repayment, the Employer may, upon the employee's return to work, deduct from his wages the amount of any advance remaining unpaid.

DATED AT SUDBURY, ONTARIO THIS 25th DAY OF NOVEMBER 1995.

FOR THE UNION

FOR THE EMPLOYER


ROBIN W. McARTHUR,
President and
International Vice President


MIKE SCARFONE
Vice-President, Distribution

LETTER OF AGREEMENT NO. 3

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

AND: WAREHOUSEMEN, TRANSPORTATION AND GENERAL WORKERS UNION, LOCAL 715 and LOCALS 427, 429, 545 and 582 -of the- Retail, Wholesale and Department Store Union District Council -of the- United Food and Commercial Workers International Union (hereinafter referred to as the "Union")

FULL-TIME EMPLOYEES ONLY

OVERTIME WORK CONVERTED TO TIME OFF VERSUS OVERTIME PAY

The Employer agrees that all overtime hours worked by full time employees shall, if so requested by the employee, be converted to time off with pay instead of the employee being paid at the appropriate overtime rates of pay. The banked hours may accumulate to a maximum of two hundred (200) converted hours. An employee who has accumulated two hundred (200) converted hours will not be permitted to bank further hours until such time that the banked hours have been reduced.

Such time off with pay shall be on the basis of one (1) hours overtime work at time and one-half equalling one and one-half (1 1/2) hours off with regular pay.

In all cases an employee must request the time off at least one (1) month in advance of the actual days to be taken unless the employer agrees to waive the one (1) month notice period.


In the event the Employer denies a request the employee may request his banked hours at another date. Should this second request be denied then the employee may request the time off during a time where vacant weeks are available on the finalized vacation schedule. In the event more than one employee wishes to take their banked hours at the same time, then seniority by shift shall govern.

Failing all of the above, an employee may request pay for his banked hours.

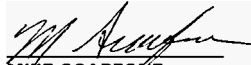
Banked overtime must be taken prior to December 1st in the year in which it is earned, otherwise the employee shall be paid for all remaining banked overtime.

DATED AT SUDBURY, ONTARIO THIS 25th DAY OF November 1995.

FOR THE UNION:


ROBIN W. McARTHUR,
President and
International Vice President

FOR THE EMPLOYER:


MIKE SCARFONE
Vice-President, Distribution

LETTER OF AGREEMENT N O. 4

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

AND: WAREHOUSEMEN, TRANSPORTATION AND GENERAL WORKERS UNION, LOCAL 715 and LOCALS 427, 429, 545 and 582 of the Retail, Wholesale and Department Store Union District Council of the United Food and Commercial Workers International Union (hereinafter referred to as the "Union")

RE: SAFETY HATS

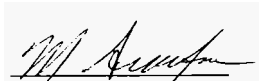
(a) If in the future, the Employer requires the employees to wear safety hats, the Employer will provide such C.S.A. approved safety hats to all employees free of charge. Such hats are to be worn by each employee while on duty, except that truck drivers will not be required to wear them while driving. An employee is responsible for his safety hat in the same way that he is responsible for other property of the Employer which is supplied for use by employees in the performance of their work.

DATED AT SUDBURY, ONTARIO THIS 25th DAY OF November 19 95.

FOR THE UNION:


ROBIN W. McARTHUR,
President and
International Vice President

FOR THE EMPLOYER:


MIKE SCARFONE
Vice-President/Distribution

LETTER OF AGREEMENT N O. 5

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

AND: WAREHOUSEMEN, TRANSPORTATION AND GENERAL WORKERS UNION, LOCAL 715 and LOCAL 427 -of the- Retail, Wholesale and Department Store Union District Council -of the- United Food and Commercial Workers International Union
(hereinafter referred to as the "Union")

- (a) this Letter of Agreement shall be considered in all respects as a part of the Collective Agreements held between the parties.
- (b) in the event that retail food stores are lawfully opened on Sundays, and/or if the Employer's business increases significantly or for any other reasons a shift schedule change is requested by the Employer, the Employer and the Union agree, upon request of the Employer that they will meet to discuss shift schedules. It being expressly agreed and understood that any changes to the shift schedules as presently set out in the Collective Agreement shall be by mutual agreement only.
- (c) the Union recognizes the possibility of the need for a Sunday afternoon shift at the Employer's Sudbury and Cochrane Warehouse Branches. The Union agrees that upon request by the Employer that they will meet to discuss a Sunday afternoon shift. It being expressly agreed and understood that the establishment of a Sunday afternoon shift shall be by mutual agreement only.

DATED AT SUDBURY, ONTARIO, THIS 25 day of November, 1995

SIGNED FOR THE UNION:


ROBIN W. McARTHUR
President and
International Vice President

SIGNED FOR THE EMPLOYER:


MIKE SCARFONE
Vice-President, Distribution

LETTER OF AGREEMENT NO. 6

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

AND: WAREHOUSEMEN, TRANSPORTATION AND GENERAL WORKERS
UNION, LOCAL 715 and LOCAL 427 -of the- Retail, Wholesale and
Department Store Union District Council -of the- United Food
and Commercial Workers International Union
(hereinafter referred to as the "Union")

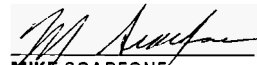
This is to confirm the agreement reached between the parties that employees within the Warehousemen classification at the Sudbury and Cochrane Branches will be assigned to work in the Produce Room and Bond Room according to their seniority and any temporary transfers out of such work will be made in the reverse order of seniority. Present incumbents shall be red-circled in such jobs.

DATED AT SUDBURY, ONTARIO THIS 25th DAY OF NOVEMBER 19 95.

SIGNED FOR THE UNION:

SIGNED FOR THE EMPLOYER:


ROBIN W. McARTHUR
President and
International Vice President


MIKE SCARFONE
Vice-President/Distribution

LETTER OF AGREEMENT NO. 7

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

AND: WAREHOUSEMEN, TRANSPORTATION AND GENERAL WORKERS UNION, LOCAL 715 and LOCALS 427, 429, 545 and 582 -of the- Retail, Wholesale and Department Store Union District Council -of the- United Food and Commercial Workers International Union (hereinafter referred to as the "Union")

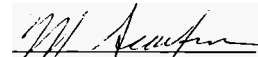
The Employer agrees to call part-time employees who are scheduled to work, as soon as possible before the start of their scheduled shift unless otherwise arranged.

DATED AT SUDBURY, ONTARIO, THIS 25th day of NOVEMBER, 1995

SIGNED FOR THE UNION:

SIGNED FOR THE EMPLOYER:


ROBIN W. McARTHUR
President and
International Vice President


MIKE SCARFONE
Vice-President, Distribution

LETTER OF AGREEMENT N O. 8

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

AND: WAREHOUSEMEN, TRANSPORTATION AND GENERAL WORKERS UNION, LOCAL 715 and LOCALS 427, 429, 545 and 582 -of the- Retail, Wholesale and Department Store Union District Council -of the- United Food and Commercial Workers International Union (hereinafter referred to as the "Union")

RE: UNION WELFARE FUND DEDUCTIONS

The Employer shall deduct the Union Welfare Fund Fees in the amount and manner specified by the Union in writing from each pay cheque due to each employee covered by this agreement and shall remit all such monies so deducted to the Northern Ontario Head Office of the Retail, Wholesale and Department Store Union. Such remittance shall be made on or before the fifteenth (15th) day of the month following the month in which such deductions are made. The Employer shall at the same time submit a list of the names of the employees from whose pay such deductions have been made.

The Employer agrees that any benefits that the Union members may receive as a result of these welfare fund fees shall be considered as a privately purchased plan.

DATED AT SUDBURY, ONTARIO, THIS 25th day of November, 19 95

SIGNED FOR THE UNION:


ROBIN W. McARTHUR
President and
International Vice President

SIGNED FOR THE EMPLOYER:


MIKE SCARFONE
Vice-President, Distribution

LETTER OF AGREEMENT NO. 9

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

AND: RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCAL
427 -of the- Retail, Wholesale and Department Store Union District
Council -of the- United Food and Commercial Workers
International Union
(hereinafter referred to as the "Union")

Notwithstanding Article 23.04 contained in the collective agreement held between the parties, overtime work at the Employer's Cochrane, Ontario Branch shall be offered by overall seniority on a voluntary basis to the employees in the department and on the shift in which the overtime work is available but only when the employees have the qualifications to fill the normal requirements of the job.

When overtime work is needed on Saturday, such overtime work shall be offered by overall bargaining unit seniority on a voluntary basis to employees in the department to which such overtime work is available but only when the employees have the qualifications to fill the normal requirements of the job.

When overtime work is needed on Sunday other than on the scheduled shifts, such overtime work shall be offered by overall bargaining unit seniority on a voluntary basis to employees in the department to which such overtime work is available but only when the employees have the qualifications to fill the normal requirements of the job.


For the purpose of this letter of agreement, the departments mentioned above shall be the Warehouse Department and the Transportation Department.

DATED AT SUDBURY, ONTARIO, THIS 25 day of November, 1995

SIGNED FOR THE UNION:


ROBIN W. McARTHUR
President and
International Vice President

SIGNED FOR THE EMPLOYER:


MIKE SCARFONE
Vice-President, Distribution

LETTER OF AGREEMENT NO. 10

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

AND: WAREHOUSEMEN, TRANSPORTATION AND GENERAL WORKERS UNION, LOCAL 715 -of the- Retail, Wholesale and Department Store Union District Council -of the- United Food and Commercial Workers International Union
(hereinafter referred to as the "Union")

Further to Article 23.04 contained in the collective agreement held between the parties, the following shall apply:

(a) full-time posted employees shall be offered the first opportunity to perform overtime work on a voluntary basis in their classification before any employees temporarily assigned to the same classification are offered such overtime work regardless of their seniority;

(b) for the purpose of this letter of agreement a temporary employee shall be an employee who is temporarily assigned to a classification or job for a period lasting five (5) working days or less;

(c) an employee temporarily assigned to a classification or job for a period of more than five (5) working days shall be offered on a voluntary basis any overtime work available in the classification according to Article 23.04 of the collective agreement;


(d) when only the full-time posted employee in a classification is absent from work for any reason the employee temporarily assigned to fill this vacancy shall be offered the first opportunity to perform overtime work available on a voluntary basis in the classification to which he is assigned. If for any reason other employees are subsequently temporarily assigned to this classification the employees concerned shall only be offered overtime work on a voluntary basis in this classification after the original temporary employee is given the first opportunity to perform the overtime work available regardless of his seniority.

SIGNED AT SUDBURY, ONTARIO, THIS 25 DAY OF November, 1995

SIGNED FOR THE UNION:


ROBIN W. McARTHUR
President and
International Vice President

SIGNED FOR THE EMPLOYER:


MIKE SCARFONE
Vice-President, Distribution

LETTER OF AGREEMENT N O. 1 1

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

AND: WAREHOUSEMEN, TRANSPORTATION AND GENERAL WORKERS
UNION, LOCAL 715 - of the - Retail, Wholesale and
Department Store Union District Council -of the-
United Food and Commercial Workers International Union
(hereinafter called "the Union")

AND: RETAIL, WHOLESALE AND DEPARTMENT STORE UNION
LOCAL 427 - 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 have established the new classification of DISPATCH CLERK at both the Sudbury and Cochrane warehouses and it is agreed that the present incumbents Messrs Cecil Brown and Yves Berthiaume shall be confirmed in such classifications.

SENIORITY

Both Mr. Cecil Brown and Mr. Yves Berthiaume shall have a bargaining unit seniority date at the Sudbury branch in the case of Mr. Brown of July 24, 1989 and also in the case of Mr. Berthiaume of the Cochrane branch of July 24, 1989.

The above noted employees shall be granted vacation time off on the basis of their total company seniority.

Present incumbents may use their previous company seniority to protect themselves from lay-off from the position and/or classification of Dispatch Clerk only.

If incumbent dispatcher Brown or Berthiaume are absent on a temporary basis, i.e.: thirty (30) days or less, a non-bargaining unit person may be assigned to relieve the position. Absences of thirty (30) days or more will be filled by bargaining unit persons.

DATED AT SUDBURY, ONTARIO, THIS 25 DAY OF November, 1995

SIGNED FOR THE UNION:


ROBIN W. McARTHUR
President and
International Vice President

SIGNED FOR THE EMPLOYER:


MIKE SCARFONE
Vice-President, Distribution

LETTER OF AGREEMENT NO. 12

BETWEEN: NATIONAL GROCERS CO. LTD.

AND: WAREHOUSEMEN, TRANSPORTATION AND GENERAL WORKERS UNION, LOCAL 715 -of the- Retail, Wholesale and Department Store Union District Council -of the- United Food and Commercial Workers International Union (hereinafter called "the Union")

AND: RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCAL 427 -of the- Retail, Wholesale and Department Store Union District Council -of the- United Food and Commercial Workers International Union (hereinafter called "the Union")

The following employees shall be paid in accordance with the following:

RON MORIN

April 1/92 - October 11/92	16.83
October 12/92 - February 6/93	18.70
February 7/93 - February 5/94	19.25
February 6/94	20.00

ARTHUR BLAIS JR.


April 1/92 - July 2/92	15.90
July 3/92 - January 2/93	16.83
January 3/93 - February 6/93	18.70
February 7/93 - February 6/94	19.25
February 6/94	20.00

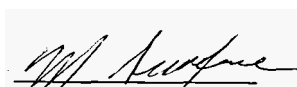
Such rates shall apply to these employees while they are classified as Warehousemen or Cash & Carry Clerk as the case may be. In the event that they should transfer to another classification, they shall be paid in accordance with the rates provided for in the collective agreement.

DATED AT SUDBURY, ONTARIO, THIS 25 DAY OF November, 1995

SIGNED FOR THE UNION:

SIGNED FOR THE EMPLOYER:


ROBIN W. McARTHUR
President and
International Vice President


MIKE SCARFONE
Vice-President, Distribution



NATIONAL GROCERS CO. LTD.
CENTRAL EASTERN ONTARIO REGION

October 23, 1996

Mr. Robin W. McArthur, President
Retail, Wholesale & Department Store Union
230 Regent St.
Sudbury, On
P3C 4C5

Dear Sir:

RE: COLLECTIVE AGREEMENTS COVERING:
SUDBURY WAREHOUSE & CASH AND CARRY
SUDBURY OFFICE
COCRANE WAREHOUSE, COCHRANE OFFICE
TIMMINS CASH AND CARRY
NORTH BAY CASH AND CARRY
FULL-TIME EMPLOYEE'S DENTAL PLAN COVERAGE

This is to confirm that with regard to the above noted collective agreements and the dental plan coverage for full-time employees, that the level of benefits provided by the dental plan for the duration of the collective agreements will lag the Ontario Dental Association (ODA) schedule of fees by two (2) years.

Yours very truly,

Mike Scarfone
Vice-president Distribution Operations

64/