

COLLECTIVE AGREEMENT

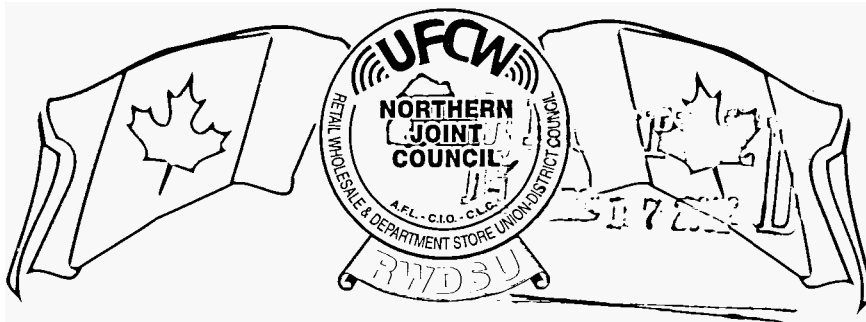
BETWEEN

DATE	01 05 01		
W. A. L.	07 04 28		
NO. OF EMPLOYEES	110.		
NOMBRE EMPLOYEES	LP		

NATIONAL GROCERS CO. LTD.
SUDBURY - WAREHOUSE - CASH & CARRY
SUDBURY - OFFICE

-AND-

NORTHERN ONTARIO JOINT COUNCIL
OF THE
RETAIL, WHOLESALE AND DEPARTMENT
STORE UNION, DISTRICT COUNCIL
of the
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION



EFFECTIVE: MAY 1, 2001 TO APRIL 28, 2007



Dear Sisters and Brothers:

In the following pages, your rights, your privileges and your benefits as a Union member are set out.

These benefits were not easily obtained. In some cases, many hours, days and weeks of negotiations were required to have the Company finally agree to them. I can assure you, your Union Officers and your Union bargaining committee worked tirelessly in order to settle your contract.

Having said this, we believe you deserve the best wages and working conditions possible for you and your family. We also believe that, as a Union member, you have a responsibility to make sure the company does not violate your rights that they have agreed to in this contract.

Union membership gives you many rights that are not enjoyed by non-union workers, but it also places a responsibility on you to support your Union. I encourage you to participate in your Union by attending membership meetings and by supporting your elected Union Officers. We all need to work together for the common good of all.

Your Union Stewards deserve your support and respect. Remember, they cannot perform miracles, but they can, and they will, protect your rights.

Your full-time Union Staff Representatives work very hard; they work extra-ordinary hours; they travel thousand of miles each year to visit your workplace to ensure that your rights under your contract are protected. They are indeed one of your best friends. They deserve your support and respect.

I can't tell you how proud I am, not only of this contract, but also of our Union. Believe me when I say that, on behalf of myself and your elected Union Officers, it is a privilege to work for you and to represent you.

Remember: THIS CONTRACT IS A LEGAL DOCUMENT AND NOBODY SHOULD BE ALLOWED TO VIOLATE IT. AN INJURY TO ONE IS AN INJURY TO ALL.

YOURS IN SOLIDARITY,

A handwritten signature in cursive script that reads "Robin W. McArthur". The signature is written in black ink and is positioned above a horizontal line.

ROBIN W. McARTHUR
President, Northern Joint Council
-and-
Canadian Director, R.W.D.S.U., District Council

WHAT YOU GET FOR YOUR UNION DUES

Higher than average wages and benefits. According to recent government statistics, unionized workers make, on average, 37% more in wages and benefits than non-union workers in the same industries. This fact alone makes your union dues an outstanding investment in your future.

Job Security. Your Union will not let you be fired or disciplined without just cause and it is up to management to prove just cause. Every year, the Union spends tens of thousands of dollars in grievance and arbitration expenses just to protect your rights. If you are unjustly discharged, your Union will work hard in getting you back to work. A non-union worker doesn't have that kind of security.

Grievance Procedure. Even the smallest contract rights are vitally important to you, the members. Did you deserve a promotion and not get it? Are non-union people doing your work? Were your bumping rights ignored? Is your sick pay late in coming? Have you been unfairly disciplined for a very minor mistake. The Grievance Procedure allows the union to go to bat for you. In a non-union workplace, you have no rights except what management chooses to allow you.

Pensions, Dental Insurance, Sick Pay, Disability Insurance, etc.

Compare your benefits package with those of non-union friends and family. Should they be unable to work because of sickness or accident, would they trade their insurance protection for yours? Add up what you paid in Union Dues last year (don't forget they are tax-deductible). Compare that amount with what you spend on things like hobbies, cigarettes, movies, etc. Union membership is probably the best investment you've ever made.

ABOUT YOUR UNION STEWARD

A Union Steward is your front-line representative of the Union. It is his or her duty to give you advice on your rights and to represent you before management in the grievance procedure.

You have a duty to bring any suspected **violation** of this contract to the **attention** of your **Union Steward** as **soon** as **possible**, because **time limits may be important in winning your grievance**. A Union Steward cannot work miracles and solve all your problems **on the spot**, but he or she will either give you an answer or find out the answer to your problem by contacting a full time Union Representative.

Union Stewards are all **volunteers**. They receive no pay for their important work and have a lot of responsibility. **Treat them with consideration, as you would any friend who tries to assist you.**

Never ask your Union Steward to look into a violation of your contract rights unless you are willing to file a grievance if necessary. Their time is as important as yours. Your Steward can assist you in winning your rights under the collective agreement, but only if you are willing to see it through.

Despite the time involved in the job of being a Union Steward, it is a rewarding and educational experience. If you're committed to insuring that your legal contract rights are respected by management and if you find it rewarding by helping others talk to your Full-Time Union Representative, you could have the qualities to make a good union steward. Union Stewards receive special training and become educated in how to handle contract violations.

ENCLOSURE

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2001-2007

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

AND: NORTHERN ONTARIO JOINT COUNCIL • of the • RETAIL,
WHOLESALE AND DEPARTMENT STORE UNION, DISTRICT
COUNCIL • of the • UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION
(hereinafter referred to as the "Union")

WHEREAS the Union has been certified by the Ontario Labour Relations Board;

AND WHEREAS the Employer and the Union 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.

NIT :

1.01 The Employer recognizes the above named Union 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

- (a) All employees at the Sudbury Warehouse Operations, save and except Supervisor, persons above the rank of Supervisor, Office and Sales Staff.
- (b) All employees at the Sudbury Cash & Carry Operations save and except the Bookkeeper, Assistant Manager. persons above the rank of Assistant Manager.

LOCAL UNION 545, NORTH BAY, ONTARIO BARGAINING UNIT

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

LOCAL UNION 427, COCHRANE, ONTARIO BARGAINING UNIT

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

LOCAL UNION 429, TIMMINS, ONTARIO BARGAINING UNIT

All employees of the Timmins Cash and Carry Depot, save and except Bookkeeper, the Assistant Manager and persons above the rank of Assistant 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 Union 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 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 Northern Ontario Joint 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 Union by-laws.

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

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 Union concerned will advise the Employer as to the shift off that will be taken.
- 6.06 (a)** The Union bargaining Committee shall consist of a total of ~~six (6)~~ employees, being three (3) employees to represent the Sudbury Warehouse and three (3) employees to represent the Cochrane Warehouse covered under the terms of this collective agreement.
- (b)** The Cash & Carry bargaining committee shall consist of one (1) employee from each Cash & Carry location. Members of the Cash & Carry bargaining committee shall suffer no loss of pay up to a maximum of four (4) days absence from work.
- 6.07** No individual member or group of members shall undertake to represent the 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 Steward will be present during the meeting or, if no 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 8 - ARBITRATION OF GRIEVANCES:

8.01 If one 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 reimburse 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 Union. 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 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 of 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 **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;
- (c) Cash and Carry employees would not be eligible for temporary promotions or bumping as set out in **16.05** (a) only.

11.05 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.

11.06 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**.
- (h) if a leave of absence is used for reasons other than those provided.

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 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 and Assistant Manager (which shall not exceed two (2) such persons in each Cash & Carry) may perform bargaining unit work.

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 and in the case of the Cash & Carry when part-time employees are covering for full-time employees' days off;

- (b) Attached hereto and forming part of this Agreement is Schedule "E" which defines the minimum number of full-time employees in each Cash & Carry.
- (c) The terms and conditions of employment covering students, part-time and temporary employees shall be as set out in Schedule "D" to this agreement.

Whenever there is a conflict between full-time and part-time provisions of this agreement, part-time employees shall be governed by the provisions contained in Schedule "D".

In all matters dealing with seniority rights contained in this Collective Agreement, full-time bargaining unit Seniority rights shall supercede part-time bargaining unit seniority rights.

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) calendar 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) calendar 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)** calendar 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)** calendar 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 the absence of a full-time **bargaining** unit employee due to illness and/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)** month period he shall then return to his former position. The affected employee shall return to their former position. If that position **is** no longer available, provided the employee has more seniority, they **may** move to any other junior position that may have been posted during the time the employee was absent.
- (d)** temporary jobs (up to sixty **(60)** calendar days) caused by reasons other than the absence of regular employees shall not be posted. however, it **is** understood that such temporary jobs shall be filled in accordance with Article **9.01** and **10.01**. If **it** appears necessary to the Employer to extend the temporary **job** beyond sixty **(60)** calendar days, the matter will be discussed between the 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).
- (c) CASH & CARRY ONLY

where a Paid Holiday as provided for in this agreement occurs during an employee's vacation period, the Employee may elect to take another day off with pay at a time mutually agreed or he may be paid the Paid Holiday.

17.04 In the event an employee is off work and in receipt of Workplace Safety and Insurance 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 two (2) employees 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 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 data of the proposed leave of absence;
- the length of the proposed leave of absence.

The **Distribution 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** data 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
Good Friday
Victoria Day
Canada Day
Civic Holiday (first Monday
In August)

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

- (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 Workplace Safety and Insurance 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.
- (d) If a paid holiday falls on an employee's non work day the employee may elect to take another day off with pay at a time mutually agreed or he may elect to be paid the Paid Holiday.

22.03 An employee who is in receipt of Weekly Indemnity Benefits or Workers Safety and Insurance 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 Warehouse

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.

The following does not constitute a guarantee of hours to be worked.

23.02 Warehouse

An overtime rate of time and one-half (1 ½) shall be paid for all hours of work performed outside of the standard hours of work on any regular work day.

23.03 Warehouse

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 shift. 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 Warehouse

- (a) Overtime for full-time employees shall be on a voluntary basis.
- (b) Overtime that occurs within a department shall be offered to employees in the following order:
 - (i) by bargaining unit seniority to those employees who are then at work and who normally perform the work in the classification in question;
 - (ii) in the event that there are not sufficient volunteers, or if more employees are required, the work will then be offered by bargaining unit seniority to the remaining employees who are then at work and who possess the immediate qualifications and ability necessary to perform the work.
- (c) For the purpose of Article 23.04 (b) of this Agreement, an employee who is filling a temporary vacancy of four (4) hours or more shall be deemed to be an employee who normally performs the work in the classification in question.
- (d) Extra day overtime shall be assigned by seniority, by department, by qualifications and ability necessary to perform the work. Extra day overtime will be defined as a day outside of an employees regular work schedule.

23.05 Warehouse

- (a) if an employee works overtime before the start of his regularly scheduled shift, he will be granted a paid fifteen (15) minute paid 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 paid rest period before he/she commences their overtime.
- (c) thereafter, he will be entitled to further paid fifteen (15) minute paid rest periods before commencing each additional two (2) hour period of overtime.

23.06 Warehouse and Cash & Carry

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 **Warehouse and Cash & Carry**

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.

23.08 **Cash & Carry Hours of Work and Overtime**

- (a) The regular work week for full time employees shall consist of forty (40) hours per week scheduled in five (5) days of eight (8) consecutive hours Monday to Saturday.
- (b) There may be two shifts: day shift and night shift. Preference for day or night shift shall be exercised by seniority through the posting procedure.
 - (1) Day shift shall be defined as a shift beginning no earlier than 6:00 a.m. and ending no later than 8:00 p.m.,
 - (2) Full time employees shall not be required to work more than two (2) shifts per week beyond 6:00 p.m. unless assigned to the night shift.
 - (3) Night shift shall be defined as a shift beginning not earlier than 4:00 p.m. and ending not later than 8:00 a.m.
 - (4) Full time and part time employees shall be paid a premium of \$.55 per hour for all hours worked on the night shift between 6:00 p.m. and midnight.
 - (5) Full time and part time employees shall be paid a premium of \$.65 per hour for all hours worked on the night shift between midnight and 8:00 a.m.
 - (6) By mutual agreement employees assigned to night shift may be scheduled to work four (4) consecutive ten (10) hour shifts.
 - (7) Full time employees shall have every second Saturday as their day off. The Employer shall endeavor to provide each full time employee with two (2) consecutive days off twice each month.
 - (8) Sunday shall not form part of the regular work week. Sunday work shall be voluntary for all full time and part time employees. Employees volunteering to work on Sunday shall be paid a premium of \$1.60 for all hours worked on Sunday. Employees shall not be penalized in any way for not volunteering to work on Sundays.
 - (9) The employer shall post a schedule for the following week by 3:00 p.m. Thursday."

Sub sections (1), (2), (3), (4), (5), (6), (8) and (9) to apply to part-time.

- (c) An overtime rate of time and one half (1 ½) will be paid on:
 - i) all hours of work performed beyond an employee's scheduled eight (8) or ten (10) hour shift;
 - ii) all hours worked in excess of forty (40) hours per week;
 - iii) work performed on a 'paid holiday' (plus the holiday pay specified in Article 22).

- (d) Overtime for full-time employees shall be on a voluntary **basis**.
- (e) Overtime that occurs **wlthin a** location shall be offered to employees In the following order:
 - (i) by seniority to those employees who are then at work and who normally perform the work In question:
 - (ii) in the event that there are not **sufficient** volunteers, or **If** more employees are required, the work **will** be then be offered by seniority to the remaining employees who are then at work and **who** possessthe immediate **qualifications** and **ability** necessary to perform the work.
 - (iii) extra day overtime shall be **assigned** by seniority, by **qualflcations** and ability necessary to perform the work. Extra day overtime will be defined as **a day outside** the employees regular work schedule.

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 expanses **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.

ARTICIF 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 **preceeding** 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 **medlcal** 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 **medlcal** opinion given by the **physlcian** 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 Workplace Safety and Insurance 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 brother-in-law, sister-in-law, 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:

Warehouse Only

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:

Warehouse Only

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 initialed 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 **Warehouse**

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 **Warehouse and Cash & Carry**

The Employer and the Union 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 Pay day shall be no later than Thursday each week except during the week of a Statutory Holiday in which event pay day shall be no later than Friday.

ARTICLE 35 - TIME RECORDS CASH & CARRY

35.01 Starting and quitting times of all Employees shall be recorded in a manner prescribed by the Employer. Such records shall be made available upon employee request for up to six (6) months.

ARTICLE 36 - REST PERIODS:

36.01 (a) 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.

(b) Employees working ten (10) hour shifts shall be entitled to sixty (60) minutes in paid breaks.

(c) Sudbury Warehouse and Drivers

The Employer agrees to continue the practice of allowing employees to take one fifteen (15) minute paid rest break and allowing them to leave one half hour early paid.

(d) Sudbury Drivers

The Employer agrees to continue the practice of allowing Driver on ten-hour shifts to take one half hour paid rest period and then allowing them to leave one half hour early paid.

36.02 Cash & Carry Only

(a) Employee shall take a minimum ½ hour of their break consecutively.

(b) Part-time employees will be eligible for 5.6 minutes of paid break for each hour worked. Part-time employees working a shift in excess of 5 hours must take one half hour of the break time consecutively.

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 will adopt a clothing policy for Cash & Carry employees. This policy will be communicated to the Union. This policy may be changed at any time as deemed necessary by the Employer.

38.04 Full-time Shippers/Receivers assigned to work in the refrigerated part of the Warehouse shall be supplied at no cost to the employee with one (1) pair of insulated coveralls per year. The Employer agrees to have parkas available for all other employees periodically working in the refrigerated part of the Warehouse.

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 ninety dollars (\$90.00) per year.

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 ½) 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 DRIVER'S 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) 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 Schedule "B" 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 Distribution 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 Warehouse

The Employer agrees that when they introduce new Warehouse systems, procedures, policies, and/or technologies, the Employer will train all employees the Employer deems necessary on such new Warehouse systems, procedures, policies, and/or technologies. However, the Employer's refusal to train employees shall not be used to the detriment of employees wanting to exercise their seniority rights or benefits contained in the Collective Agreement.

46.04 Warehouse Employment Guarantee - Six Years from May 1, 2001 to April 28, 2007

Excluding those full-time employees currently on the payroll at its Cochrane warehouse and office, the Employer agrees that all full-time employees on the payroll of the Employer on August 30, 2001, 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 Employer following the completion of their respective leaves of absence.

For greater clarity, no full-time employee(s) as described above, excluding the Cochrane employees, shall be laid off temporarily or permanently during the term of this collective agreement. Aside from the closure of the Cochrane warehouse and office, 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 at the Employer's warehouse at 1160 Lorne Street in Sudbury, shall be at 1160 Lorne Street.

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 the Employer's warehouse at 1160 Lorne Street, Sudbury, 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 46.05 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.

**46.05 EMPLOYMENT OPTIONS AND SEVERANCE PAY -
FULL TIME WAREHOUSE 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 August 30, 2001, 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 August 30, 2001, to a maximum of \$75,000.00. 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 August **30, 2001** 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 August **30, 2001**, 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 on August **30, 2001**, 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 August **30, 2001**, 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 Workplace Safety and Insurance Board benefits at the time of August **30, 2001**, 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 August **30, 2001**, 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 **WSIB** that such employee is fit to return to their normal duties.
- (g) Once an employee has made his election known to the Employer, such election is irrevocable without the consent of the Employer.
- (h) 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 thirty (~~30~~)days following the closure of the **Cochrane** warehouse.

ARTICLE 47 - TERMINATION AND RENEWAL:

47.01 This Agreement shall become effective ~~as~~ of May 1, 2001 and shall continue in effect until the 28th day of April, **2007**, 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.

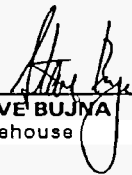
SIGNED THIS 8th DAY OF May, 2002.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

NORTHERN ONTARIO JOINT COUNCIL
-of the- RETAIL, WHOLESALE AND
DEPARTMENT STORE UNION - of the -
UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION

NATIONAL GROCERS CO. LTD.


LOCAL 715 -SUDBURY WAREHOUSE
OPERATIONS



STEVE BUJNA
Warehouse



CLEM DAoust
Bargaining Committee Member



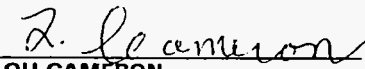
JOHN PIERCE
Cash & Carry

RAYMOND LAPOINTE
Bargaining Committee Member



DARRIN PAQUETTE
Bargain65 Committee Member

LOCAL 715 - SUDBURY CASH & CARRY
OPERATIONS



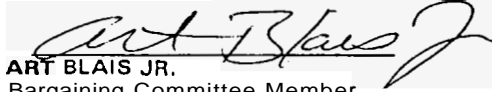
LOU CAMERON
Bargaining Committee Member

LOCAL 429 • TIMMINS CASH & CARRY
OPERATIONS



DENIS CASTONGUAY
Bargaining Committee Member

LOCAL 545 • NORTH BAY CASH & CARRY
OPERATIONS



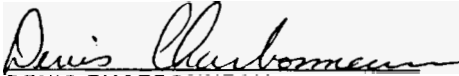
ART BLAIS JR.
Bargaining Committee Member

LOCAL 427 - COCHRANE WAREHOUSE
OPERATIONS



DENIS CHARBONNEAU
Executive Assistant to the President

NORTHERN ONTARIO JOINT COUNCIL



DENIS CHARBONNEAU
Executive Assistant to the President



ROBIN W. MCARTHUR
Canadian Director and President of
Northern Ontario Joint Council

THIS IS SCHEDULE "A" TO THE WITHIN AGREEMENT

**HOURS OF WORK AND OVERTIME • WAREHOUSE AND DRIVERS
SUDBURY**

A.1 The regular work week for full-time employees shall normally consist of forty (40) hours consisting of five (5) days of eight (8) hour shifts or four (4) days of ten (10) hour shifts from Sunday to Saturday. It is understood that the implementation of shifts shall not occur without prior notification to the Union and only after meaningful discussions have been held. It is understood that the shift configurations for Drivers are to be in accordance with the applicable legislation.

- (a) Starting and quitting times and the arrangement of shifts shall be reviewed between the parties at branch level. The Employer agrees that there will be no scheduling of split shifts. For the purpose of this agreement, the term split shift shall mean that an employee may not work consecutive days during the week but his regular daily schedule shall consist of consecutive hours.

For the purpose of this Collective Agreement, the following definitions shall apply:

Day Shift: Shall be any shift that commences between the hours of 6:00 a.m. and 10:00 a.m.

Afternoon Shift: Shall be any shift that commences between the hours of 12:00 p.m. and 5:00 p.m.

Night Shift: Shall be any shift that commences between the hours of 8:00 p.m. and 12:00 a.m.

DRIVERS

Day Shift: Shall be any shift that commences between 4:00 a.m. and 11:59 a.m. Inclusive.

Afternoon Shift: Shall be any shift that commences between of 12:00 p.m. and 7:59 p.m. inclusive.

Night Shift: Shall be any shift that commences between 8:00 p.m. and 3:59 a.m. inclusive.

- (b) The Employer agrees that the preference of working day shift, afternoon shift, or night shift shall be exercised by seniority through the posting procedure or the Booking Procedure for Drivers. It is understood that Drivers shall not cross book shifts.
- (c) An employee's scheduled starting time shall not be changed during the week in which he is working. For clarity, a change in start time within the shift as defined in this Article shall not trigger a job posting.
- (d) The Employer shall endeavor whenever possible to have two (2) consecutive days as an employee's days off. The Employer agrees that it will use its best efforts to minimize split days off.
- (e) Daily upgrades will be done from the General Warehouse classification only. Upgrades will be determined and assigned by the Employer in advance of the shift and the employees will be assigned by seniority based on the preference sheet which has been completed by the employees. In the event the work in the upgraded position is fulfilled

the employee will return to the General Warehouse classification until such time as further upgrades are available. The onus is on the employee to advise the supervisor of any changes they wish to make to the preference sheet, such change shall take effect the following work week. This process of daily upgrades will result in no delay of the start up of the shift because the employees will be assigned based on the preference sheet. The preference sheet will list all General Warehouse employees ranked in order of seniority. Preference sheets will be developed in each distribution centre. For clarity, it is understood that there will be no bumping of employees who are working in an upgraded position.

A.2 SUDBURY DRIVERS:

- (a) All trips must be booked by 10:00 p.m. Wednesday of each week. Senior Drivers shall not delay booking their trips to the detriment of Junior Drivers.
- (b) For all Sudbury Drivers the, overtime will be paid for at the rate of time and one-half (1 ½) 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.
- (c) 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.3 COCHRANE WAREHOUSE AND DRIVERS:

The regular work week for full-time employees shall normally consist of forty (40) hours consisting of five (5) days of eight (8) hour shifts or four (4) days of ten (10) hour shifts from Sunday to Saturday. It is understood that the implementation of shifts shall not occur without prior notification to the Union and only after meaningful discussions have been held. It is understood that the shift configurations for Drivers are to be in accordance with the applicable legislation.

- (a) Starting and quitting times and the arrangement of shifts shall be reviewed between the parties at branch level. The Employer agrees that there will be no scheduling of split shifts. For the purpose of this agreement, the term split shift shall mean that an employee may not work consecutive days during the week but his regular daily schedule shall consist of consecutive hours.

For the purpose of this Collective Agreement, the following definitions shall apply:

Day Shift: Shall be any shift that commences between the hours of 6:00 a.m. and 10:00 a.m.

Afternoon: Shall be any shift that commences between the hours of 12:00 p.m. and 5:00 p.m.

Night Shift Shall be any shift that commences between the hours of 8:00 p.m. and 12:00 a.m.

DRIVERS

Day Shift: Shall be any shift that commences between 4:00 a.m. and 11:59 a.m. inclusive.

Afternoon Shift: Shall be any shift that commences between of 12:00 p.m. and 7:59 p.m. Inclusive.

Night Shift:

Shall be any shift that commences between 8:00 p.m. and 3:59 a.m. inclusive.

- (b) The Employer agrees that the preference of working day shift, afternoon shift, or night shift shall be exercised by seniority through the posting procedure or the Booking Procedure for Drivers. It is understood that Drivers shall not cross book shifts.

An employee's scheduled starting time shall not be changed during the week in which he is working. For clarity, a change in start time within the shift as defined in this Article shall not trigger a job posting.

The Employer shall endeavor whenever possible to have two (2) consecutive days as an employee's days off. The Employer agrees that it will use its best efforts to minimize split days off.

All time worked in excess of eight (8) hours per day shall be paid for at the rate of time and one-half (1 ½) the Driver's applicable hourly rate of pay.

All time worked in excess of ten (10) hours per day shall be paid at the rate of time and one-half (1 ½) the Driver's applicable hourly rate of pay.

THIS IS SCHEDULE B. TO THE WITHIN AGREEMENT

B.1 JOB CLASSIFICATION AND HOURLY RATES OF PAY FOR ALL FULL-TIME WAREHOUSE EMPLOYEES COVERED BY THE TERMS OF THIS COLLECTIVE AGREEMENT:

Effective as of May 1, 2001, all full time employees on the payroll of the Employer will receive a \$0.30 Increase and all part time employees will receive a \$0.20 Increase on all hours paid at the applicable straight time and overtime rates of pay. For wage progression purposes this amount shall only be applied to the end rates of each classification.

Effective May 5, 2002 all full time employees will receive a \$0.30 Increase. All part time employees will receive a \$0.20 Increase. For wage progression purposes this amount shall only be applied to the end rates of each classification.

Effective May 4, 2003 all full time employees will receive a \$0.30 increase. All part time employees will receive a \$0.20 Increase. For wage progression purposes this amount shall only be applied to the end rates of each classification.

Effective May 2, 2004 all full time employees will receive a \$0.30 Increase. All part time employees will receive a \$0.20 Increase. For wage progression purposes this amount shall only be applied to the end rates of each classification.

Effective May 1, 2005 all full time employees will receive a \$0.30 Increase. All part time employees will receive a \$0.20 increase. For wage progression purposes this amount shall only be applied to the end rates of each classification.

Effective April 30, 2006 all full time employees will receive a \$0.30 Increase. All part time employees will receive a \$0.20 Increase. For wage progression purposes this amount shall only be applied to the end rates of each classification.

CLASSIFICATION	Effective May 1/01	Effective May 5/02	Effective May 4/03	Effective May 2/04	Effective May 1/05	Effective April 30/06
WAREHOUSE DEPARTMENT						
Warehouseman	21.40	21.70	22.00	22.30	22.60	22.90
Building Maintenance	21.65	21.95	22.25	22.55	22.85	23.15
Maintenance Mechanic	21.70	22.00	22.30	22.60	22.90	23.20
Janitor	21.40	21.70	22.00	22.30	22.60	22.90
Forklift Operator	21.45	21.75	22.05	22.35	22.65	22.95
Shipper/Receiver	21.50	21.80	22.10	22.40	22.70	23.00
TRANSPORTATION DEPARTMENT						
Shunt Man	21.60	21.90	22.20	22.50	22.80	23.10
Tractor Trailer Driver	21.60	21.90	22.20	22.50	22.80	23.10

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

Effective May 1, 2001

	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
WAREHOUSE DEPARTMENT						
Warehousemen	13.00	14.00	15.00	16.00	18.00	21.40
Janitor	13.00	14.00	15.00	16.00	18.00	21.40
Forklift Operator	13.05	14.05	15.05	16.05	18.05	21.45
Shipper/Receiver	13.10	14.10	15.10	16.10	18.10	21.50
Building Maintenance	13.25	14.25	15.25	16.25	18.25	21.65
Maintenance Mechanic	13.30	14.30	15.30	16.30	18.30	21.70
TRANSPORTATION DEPARTMENT						
Shunt Man	13.20	14.20	15.20	16.20	18.20	21.60
Tractor Trailer Driver	13.20	14.20	15.20	16.20	18.20	21.60

Effective May 5, 2002

	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
WAREHOUSE DEPARTMENT						
Warehousemen	13.00	14.00	15.00	16.00	18.00	21.70
Janitor	13.00	14.00	15.00	16.00	18.00	21.70
Forklift Operator	13.05	14.05	15.05	16.05	18.05	21.75
Shipper/Receiver	13.10	14.10	15.10	16.10	18.10	21.80
Building Maintenance	13.25	14.25	15.25	16.25	18.25	21.95
Maintenance Mechanic	13.30	14.30	15.30	16.30	18.30	22.00
TRANSPORTATION DEPARTMENT						
Shunt Man	13.20	14.20	15.20	16.20	18.20	21.90
Tractor Trailer Driver	13.20	14.20	15.20	16.20	18.20	21.90

Effective May 4, 2003

	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
WAREHOUSE DEPARTMENT						
Warehousemen	13.00	14.00	15.00	16.00	18.00	22.00
Janitor	13.00	14.00	15.00	16.00	18.00	22.00
Forklift Operator	13.05	14.05	15.05	16.05	18.05	22.05
Shipper/Receiver	13.10	14.10	15.10	16.10	18.10	22.10
Building Maintenance	13.25	14.25	15.25	16.25	18.25	22.25
Maintenance Mechanic	13.30	14.30	15.30	16.30	18.30	22.30
TRANSPORTATION DEPARTMENT						
Shunt Man	13.20	14.20	15.20	16.20	18.20	22.20
Tractor Trailer Driver	13.20	14.20	15.20	16.20	18.20	22.20

Effective May 2, 2004

	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
WAREHOUSE DEPARTMENT						
Warehousemen	13.00	14.00	15.00	16.00	18.00	22.30
Janitor	13.00	14.00	15.00	16.00	18.00	22.30
Forklift Operator	13.05	14.05	15.05	16.05	18.05	22.35
Shipper/Receiver	13.10	14.10	15.10	16.10	18.10	22.40
Building Maintenance	13.25	14.25	15.25	16.25	18.25	22.55
Maintenance Mechanic	13.30	14.30	15.30	16.30	18.30	22.60
TRANSPORTATION DEPARTMENT						
Shunt Man	13.20	14.20	15.20	16.20	18.20	22.50
Tractor Trailer Driver	13.20	14.20	15.20	16.20	18.20	22.50

Effective May 1, 2005

	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
WAREHOUSE DEPARTMENT						
Warehousemen	13.00	14.00	15.00	16.00	18.00	22.60
Janitor	13.00	14.00	15.00	16.00	18.00	22.60
Forklift Operator	13.05	14.05	15.05	16.05	18.05	22.65
Shipper/Receiver	13.10	14.10	15.10	16.10	18.10	22.70
Building Maintenance	13.25	14.25	15.25	16.25	18.25	22.85
Maintenance Mechanic	13.30	14.30	15.30	16.30	18.30	22.90
TRANSPORTATION DEPARTMENT						
Shunt Man	13.20	14.20	15.20	16.20	18.20	22.80
Tractor Trailer Driver	13.20	14.20	15.20	16.20	18.20	22.80

Effective April 30, 2006

	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
WAREHOUSE DEPARTMENT						
Warehousemen	13.00	14.00	15.00	16.00	18.00	22.90
Janitor	13.00	14.00	15.00	16.00	18.00	22.90
Forklift Operator	13.05	14.05	15.05	16.05	18.05	22.95
Shipper/Receiver	13.10	14.10	15.10	16.10	18.10	23.00
Building Maintenance	13.25	14.25	15.25	16.25	18.25	23.15
Maintenance Mechanic	13.30	14.30	15.30	16.30	18.30	23.20
TRANSPORTATION DEPARTMENT						
Shunt Man	13.20	14.20	15.20	16.20	18.20	23.10
Tractor Trailer Driver	13.20	14.20	15.20	16.20	18.20	23.10

Beginning January 2002, and every January thereafter during the term of this collective agreement, the Employer agrees to deposit a lump sum of \$250.00 into an RRSP at the financial institution of the Employer's choice, for every active full time employee on the payroll. For clarity the RRSP will be registered in the employees name.

Notwithstanding anything contained in this collective agreement, part-time employees who were in the employment of the Company prior to August 30, 2001, and who are converted to full-time employment after August 30, 2001, and who were being paid \$15.70 per hour as part-time employees, shall, upon being converted to full-time employment, shall immediately be slotted into a progression rate that will give them a wage increase and shall then progress up the progression wage scale each 12 months thereafter until they reach the end rate of pay as they may be from time to time as set out above.

B-2 WAREHOUSE 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
 - Cochrane Warehouse

	Effective May 1/01	Effective May 5/02	Effective May 4/03	Effective May 2/04	Effective May 1/05	Effective April 28/06
Start Rate	11.53	11.53	11.53	11.53	11.53	11.53
After 12 months	13.52	13.52	13.52	13.52	13.52	13.52
After 24 months	15.70	15.90	16.10	16.30	16.50	16.70

- (b) Student employees employed at the following locations shall be paid in accordance with the following wage scales and hourly rates of pay:
- Sudbury Warehouse
 - Cochrane Warehouse

Effective May 1/01	Effective May 5/02	Effective May 4/03	Effective May 2/04	Effective May 1/05	Effective April 28/06
9.85	10.05	10.25	10.45	10.65	10.85

B.3 D REMI :

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 WAREHOUSE 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.

B.5 CASH & CARRY WAGES

Existing full time employees as of August **30, 2001** In all locations will have two options:

1) To remain full time and receive the following:

- 'buy-down' lump sum up front compensating for two (2) years lost regular earnings (no max.) (less stat. deductions)
- new full time rate of **\$16.20** /hr.
- **\$.20** increase on May **5, 2002 - \$16.40**
- **\$.20** increase on May **4, 2003 - \$16.60**
- **\$.20** increase on May **2, 2004 - \$16.80**
- **\$.20** increase on May **1, 2005 - \$17.00**
- **\$.40** increase on April **30, 2006 (\$17.40)**

2) Buy-out

- **3** weeks pay per year of service including part-time service to a maximum of **\$75,000.00** (less stat. deductions)

Sudbury Cash & Carry full time employees will have a **third option** of bidding or bumping into the **Sudbury Branch** within a **specified period of time no later than two (2) months** after ratification.

B.6 BUY-DOWN - FULL-TIME CASH & CARRY EMPLOYEES

Employees remaining in the employ of National Grocers Cash & Carry will be required to advise the Employer of their decision in writing, **within thirty (30) calendar days** from the ratification of this agreement. Such employees will be placed at the **\$16.20** rate effective **forty-five (45) calendar days** from August **30, 2001**. A lump sum equaling two (2) years lost regular earnings from August **30, 2001** will be paid by the **forty-fifth (45th) calendar day** following August **30, 2001**. Employees wishing to direct all or any portion of their "Buy-Down" to an RRSP must submit appropriate instructions at the time of their decision to remain.

Once an employee has made his election known to the Employer, such election is **irrevocable** without the consent of the Employer.

B.7 BUY-OUT/SEVERANCE - FULL-TIME CASH & CARRY EMPLOYEES

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 including part time service, based on their regular hourly rate of pay which was in effect immediately prior to August **30, 2001**, to a maximum of **\$75,000.00**. 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 who wish to accept the severance payment herein provided for **must** advise the Employer in **writing, within thirty (30) calendar days** of August **30, 2001**, 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. Employees wishing to direct all or any portion of their severance to an RRSP must

submit appropriate Instructions at the time of their decision to accept the buyout/severance option.

- (c) Full-time employees who are In receipt of LTD benefits on August 30, 2001, 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 August 30, 2001, 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.
- (d) Full-time employees who are in receipt of Workplace Safety and Insurance Board benefits on August 30, 2001, 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 August 30, 2001, 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 WSIB that such employee is fit to return to their normal duties.
- (e) Once an employee has made his election known to the Employer, such election is Irrevocable without the consent of the Employer.
- (f) 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 ~~forty-five (45)~~ calendar days following August 30, 2001.

B.8 BID/BUMP TO WAREHOUSE - FULL-TIME SUDBURY CASH & CARRY EMPLOYEES

Full time employees of the Sudbury Cash & Carry will have an option to bid or bump into the Sudbury Warehouse. Such employees must declare their Intention to do so within ~~thirty (30)~~ calendar days of August 30, 2001.

Once an employee has made his election known to the Employer, such election is Irrevocable without the consent of the Employer.

The timing of any bid or bump to the Sudbury Warehouse shall rest with the Employer, however, all employees who elect to bid or bump shall have been permitted to do so within ~~sixty (60)~~ calendar days of August 30, 2001.

B.9 CASH & CARRY

Future full time (currently part time employees as of August 30, 2001):

- new full time rate \$15.50
- \$.10 increase on May 5, 2002 - \$15.60
- \$.10 Increase on May 4, 2003 - \$15.70
- \$.10 increase on May 2, 2004 - \$15.80
- \$.10 Increase on May 1, 2005 - \$15.90
- \$.20 Increase on April 30, 2006 (\$16.10)

B.10 CASH & CARRY

Future full time (not currently employed as of August 30, 2001)

Start	\$9.00
12 Months	\$10.00
24 Months	\$11.00
36 Months	\$12.00
48 Months	\$13.00

B.11 CASH & CARRY

Part time in Sudbury hired prior to August 30, 2001:

- in scales - continue to top end of **\$15.50** then red circled
- at **\$15.50** red circled
- red circled will receive each 3rd week of January -- lump sum calculated at **\$.15** per hour worked in previous calendar year

B.12 CASH & CARRY

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shall be placed on the **(3000+hours)** top rate of future part-time scale for all locations.

B.13 CASH & CARRY

Part time hired after August 30, 2001 in all locations:

Hours Worked	Effective August 30/01	Effective May 5/02	Effective May 4/03	Effective May 2/04	Effective May 1/05	Effective Apr. 30/06
Start	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
500+	\$8.30	\$8.30	\$8.30	\$8.30	\$8.30	\$8.30
1000+	\$8.60	\$8.60	\$8.60	\$8.60	\$8.60	\$8.60
1500+	\$8.90	\$8.90	\$8.90	\$8.90	\$8.90	\$8.90
2000+	\$9.20	\$9.20	\$9.20	\$9.20	\$9.20	\$9.20
2500+	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50
3000+	\$10.00	\$10.10	\$10.20	\$10.30	\$10.40	\$10.50

THIS IS SCHEDULE "C" TO THE WITHIN AGREEMENT

HEALTH AND WELFARE PLAN

C.1 BARGAINING UNIT EMPLOYEES:

<u>Life Insurance</u>	Twice the employee's annual earnings
Accidental Death and <u>Dismemberment Insurance</u>	Twice the employee's annual earnings
<u>*Weekly Indemnity Insurance</u>	75% of an employee's average hourly rate of pay to a maximum of \$550.00 per week
	1st day of Accident. 4th day of sickness for a period of 26 weeks 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.

Effective January **6, 2002** the Employer will provide the following benefits to those full time employees who are active on the payroll:

- (a)** An insured employee who is **totally** disabled and unable to work due to sickness *or* an accident not covered by the Workplace Safety and Insurance Board, **will** be paid a weekly benefit commencing on the first day of absence due to an accident and the fourth day of absence due to a sickness. The amount of the benefit and the maximum period for which the benefit is payable shall be as set out in the following schedule:

Years of Continuous Full-time Employment with the Employer

At Least	But Less Than	Amount of Weekly Benefit	Maximum Period
First of the month next following date of hire	3 Years	75% of basic weekly wage	26 weeks
	after 3 years	85% of basic weekly wage	26 weeks

The weekly benefit shall be determined based on basic weekly wage and service as of the date of commencement of disability.

- (b) It is not required that the insured employee be confined to home, but the employee must be under the regular care **and** attendance of a **licensed** physician during the period for which benefits are **being** claimed.
- (c) Certification of illness for **loss of time** benefits, up to a maximum of ten **(10)** weeks for each period of **disability**, **will** be accepted **if** completed by a licensed **Chiropractor**, Podiatrist or Oral Surgeon.
- (d) A disability **resulting** from the same cause as a previous **disability** will be treated as **a** continuation of the previous **disability** unless the employee has returned to work on a continuous full-time basis for at least fourteen **(14)** days.
- (e) Weekly benefits are not payable for the following:
 - (i) disability for which an employee receives benefits under any Workers' Compensation or **similar** law;
 - (ii) disability resulting from wilfully, self-inflicted injury or from any attempt at self-destruction
 - (iii) disability of an employee who is not under treatment by a physician or surgeon duly licensed to practice medicine, or during **the** first four **(4)** weeks of disability of an employee who is not under treatment by a licensed **Chiropractor**
 - (iv) pregnancy where a female employee is not disabled;
 - (v) any period during which a female employee is on a pregnancy leave of absence in accordance with **this** Agreement.

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.

Effective January **6, 2002** the Employer **will provide** the following benefits to those full time employees who are active on the payroll:

- (a) Upon receipt and approval of the **insurer** of due proof that an Insured employee has become totally and continuously disabled for a period of twenty-six **(26)** weeks, a monthly benefit shall be paid to the employee until the earliest of the following dates:
 - (i) the date **on** which the employee shall cease to be totally disabled;
 - (ii) the date **on which** the employee attains normal retirement age;
 - (iii) the date of the employee's death.
- (b) total disability means continuous **disability** which, during the first two **(2)** years of total disablement, prevents an employee from performing any and every duty pertaining to the employee's own occupation and thereafter from engaging in any **occupation** for which the employee is fitted through education, **training** or experience.
- (c) The amount of the monthly benefit payable with respect to disability shall be the amount of monthly benefit in effect for the employee on the date of commencement of the **disability** as set out in **the** following schedule:

Portion of Basic Monthly Wage	Benefit as a Percentage of Basic Monthly Wage
First of \$2300.00	66%

Subject to a maximum monthly benefit of \$2,000.00

- (d) If the disability income benefit receivable by the disable employee from all sources, including Workplace Safety and Insurance benefits, exceed 71% of the employee's average earned monthly Income during the two (2) year period immediately prior to the date of disablement, payment under this benefit will be reduced so that the Income benefits from all sources shall not exceed 71% of such average earned monthly Income.
- (e) Under no circumstances will the total monthly benefit payable under this policy, together with other income replacement sources payable because of disability, be less than the amount shown in the above schedule.

LTD benefits will not be reduced by virtue of any amount received on behalf of any dependents of an LTD recipient.
- (f) It is not required that the insured employee be confined to home, but the employee must be under the regular care and attendance of a licensed physician during the period for which benefits are being claimed.
- (g) LTD benefits are not payable with respect to disabilities resulting from any of the following:
 - (i) wilfully self-inflicted injury or any attempt at self-destruction,
 - (ii) any condition for which the employee is not under the care of a physician or surgeon duly licensed to practice medicine;
 - (iii) war or hostilities of any kind, whether or not the employee was actually participating therein and whether or not war be declared;
 - (iv) pregnancy where a female employee is not disabled;
 - (v) any period during which a female employee is on a pregnancy leave of absence in accordance with this Agreement.

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 (825.001 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.

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~~LEAF VERAGE~~
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

Effective September 30, 2001, 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 2000.

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. The Employer further agrees that there will be a one year lag to the Ontario Dental Association (ODA) schedule of fees for each year of this Agreement.

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 \$200.00 per employee and spouse every two (2) years;
- up to \$200.00 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 (**32** hours per week **In the Cash & Carry**). 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.
- (vii)** when he **is** covering a full-time employee's day off (Cash & Carry Only)

(b) WAREHOUSE

In all circumstances contained above, senior part-time employees shall be scheduled up to and including forty (**40**) hours prior to Junior part-time employees being scheduled.

(c) The Warehouse may employ students during the school vacation periods from May 1st to September 30th in all warehouse 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) **WAREHOUSE ONLY**

The Union agrees that the Employer may hire students for the summer only as vacation relief. Such students may be trained during the month of April for three (3) shifts each and they shall be accompanied by a full-time bargaining unit employee at all times on a one-to-one basis.

- (e) The provisions contained in D1(d) above shall not apply to the Cash & Carry operations

D.2 **WAREHOUSE ONLY**

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 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) (f) and (h) |
| Article 15 | - Students, Part-time and Temporary Employees |
| Article 20 | - No Discrimination |
| Article 21 | - Union Representative, Visits to Branch |
| Article 24 | - Jury Duty |
| Article 28 | - Medical Examination of Employees |
| Article 30.01 | - Bereavement Leave |
| Article 30.02 | - Bereavement Leave |
| Article 31 | - Drivers not Permitted to Pick Up Non Employees |
| Article 32 | - Vehicle to be Safe |
| Article 33 | - Reporting of Accidents |
| Article 34 | - Pay Day |
| Article 35 | - Time Records Cash & Carry |
| 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) (i) **WAREHOUSE**

Part-time employees shall be on a probationary period for the first ninety (90) days, after which they shall be deemed to have acquired seniority for the purpose of this Schedule. It is

understood that **their** seniority date will reflect their first day of hire.

(ii) CASH & CARRY

After a **part-time** employee has actually worked, In any twelve **(12)** month period, a total of two hundred and forty **(240)** hours, ha 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) (i) WAREHOUSE

A separate **seniority list** will be established for **part time** employees and will be revised by the Employer at least every three **(3)** months.

(ii) CASH & CARRY

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) (i) WAREHOUSE

Seniority is the principle of granting preference to **part-time** employees In matters of hours of work up to and including twenty-four **(24)** hours per week, all hours over twenty-four **(24)** hours per week, relieving full-time employees. promotion to full-time employment, layoffs, and recall after layoffs. in all of the above mentioned cases. **seniority** shall determine which employees are to be scheduled up to and including twenty-four **(24)** hours per week, scheduled over twenty-four **(24)** hours per week, assigned, promoted, laid off or recalled subject to the employee having the **qualifications** to perform normal requirements of the work.

(ii) CASH & CARRY

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 falling **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 WAREHOUSE

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 WAREHOUSE

An employee covered by this schedule shall be paid an overtime rate of time and one-half (1 ½) 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 (a) WAREHOUSE

The Employer shall supply the same safety shoe footwear allowance as per the full-time entitlement in the collective agreement to those part-time employees who are active on the payroll and have worked at least 700 (seven hundred) hours in the previous calendar year.

(b) CASH & CARRY

The employer agrees to provide all part time employees on the payroll at ratification a one time safety shoe allowance of \$90.00 with receipt. Employees may claim this entitlement at any time before April 1, 2002. It is understood that all employees must wear safety shoes as a condition of their employment.

SCHEDULE .F.

CASH & CARRY - ASSISTANT MANAGER ASSURANCE

In exchange for the exclusion of Assistant Manager the Employer is prepared to offer the Union an assurance of full time positions in each location where an Assistant Manager is employed.

The assurances are as follows:

Timmins Cash & Carry - a minimum of three (3) full time employees

North Cash & Carry - a minimum of three (3) full time employees

Sudbury Cash & Carry - a minimum of four (4) full time employees

LETTER OF AGREEMENT #1

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

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

The Employer will honor the request of an employee, in writing, on a form supplied by the Employer, to deduct from his pay and remit to a financial institution of the Employer's choice on his behalf sums to be paid into an R.R.S.P. the employee has established with that firm.

When the Employer duly honors 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.

SIGNED THIS 8th DAY OF May, 2002

FOR THE UNION:


DENIS CHARBONNEAU
Executive Assistant to the President

FOR THE EMPLOYER:


STEVE BUJNA
Warehouse

JOHN PIERCE
Cash & Carry

LETTER OF AGREEMENT #2

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


AND: NORTHERN ONTARIO JOINT COUNCIL • of the • RETAIL,
WHOLESALE AND DEPARTMENT STORE UNION, DISTRICT
COUNCIL • of the • UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION
(hereinafter 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 Workplace Safety and insurance and payment for benefits has been delayed beyond a two (2) week period, the Employee 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 and every subsequent two (2) week period for a period not to exceed six (6) weeks 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.

SIGNED THIS 8th DAY OF May, 2002

FOR THE UNION:


ENIS CHARBONNEAU
Executive Assistant to the President

FOR THE EMPLOYER:


STEVE BUJNA
Warehouse


JOHN PIERCE
Cash & Carry

LETTER OF AGREEMENT #3

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

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

FULL-TIME WAREHOUSE 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 equaling 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.

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

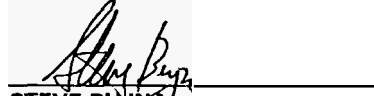
Banked overtime must be taken prior to December 1st in the year in which it **is** earned, otherwise the employee shall be paid for all remaining banked overtime.

SIGNED THIS 8th DAY OF May, 2002

FOR THE UNION:


DENIS CHARBONNEAU
Executive Assistant to the President

FOR THE EMPLOYER:


STEVE BUJNA
Warehouse

LETTER OF AGREEMENT #4

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

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

RE: SAFETY HATS

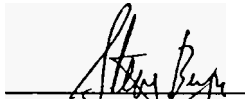
If in the future, the Employer requires the employees to wear safety hats, the Employer will provide such C.S.A. approved safety hats to all employees free of charge. Such hats are to be worn by each employee while on duty, except that truck drivers will not be required to wear them while driving. An 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.

SIGNED THIS 8th DAY OF May, 2007

FOR THE UNION:


DENIS CHARBONNEAU
Executive Assistant to the President

FOR THE EMPLOYER:


STEVE BUJNA
Warehouse
U


JOHN PIERCE
Cash & Carry

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LETTER OF AGREEMENT #5

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

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

WAREHOUSE ONLY

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.

SIGNED THIS 8th DAY OF May, 2007.

FOR THE UNION:


DENIS CHARBONNAU
Executive Assistant to the President

FOR THE EMPLOYER:


STEVE BUJNA
Warehouse

LETTER OF AGREEMENT #6

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

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

This letter shall in all respects form part of the Collective Agreement held between the parties.

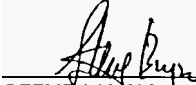
It is understood, that those full time employees in Cochrane, who elect to transfer to the Employer's warehouse at 1160 Lorne Street In Sudbury, will be covered by the Employment Guarantee as provided for in the Collective Agreement.

SIGNED THIS 8th DAY OF May, 2002

FOR THE UNION:


DENIS CHARBONNEAU
Executive Assistant to the President

FOR THE EMPLOYER:


STEVE BUJNA
Warehouse U

COLLECTIVE AGREEMENT

BETWEEN

**NATIONAL GROCERS CO. LTD.
OFFICE**

-AND-

NORTHERN ONTARIO JOINT COUNCIL

OF THE

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

of the

**UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION**

EFFECTIVE: MAY 1, 2001 TO APRIL 28, 2007

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

AND: NORTHERN ONTARIO JOINT COUNCIL - of the - RETAIL,
WHOLESALE AND DEPARTMENT STORE UNION, DISTRICT
COUNCIL - of the - UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION
(hereinafter referred to as the 'Union')

WHEREAS the Unions have been certified by the Ontario Labour Relations Board as the bargaining agent for all office employees of the Employer at its offices, that is. in Sudbury and in Cochrane, respectively, save and except Supervisors and persons above the rank of supervisor;

AND WHEREAS the Employer and the Union 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 Union as the sole and exclusive bargaining agent for all of the employees concerned in the aforesaid certificates issued by the Ontario Labour Relations Board. For clarity, it is agreed that Assistant Office Manager and Assistant Produce Manager are not included in the bargaining unit.

ARTICLE 2 - SCOPE:

2.01 This Agreement shall apply to all of the employees covered in the certificates issued by the Ontario Labour Relations Board.

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 Union 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 their continued employment with the Employer.

4.03 The Employer shall deduct the 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 Northern Ontario Joint Council, presently located at 230 Regent Street South, Sudbury, Ontario, P3C 4C5, on or before the fifteenth (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 this 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 Union by-laws.

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

ARTICLE 5 - NO STRIKES/NO LOCKOUTS:

5.01 During the term of this agreement, the Union agree that there will be no strike and the Employer agrees that there will be no lockout.

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 the 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.

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

6.01 The Employer agrees to recognize Union Stewards, Alternate Union Stewards, and Committee men as appointed by the Union for the purpose of handling grievances and attending meetings with Management in the administration of this agreement on behalf of the employees covered hereunder. The Employer shall recognize alternate Union Stewards on each shift, who would operate in the absence of the shift Steward.

6.02 It is understood that Stewards and Committee men have their regular duties to perform. However, Stewards and committee men 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.

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

6.04 Members of the Union Bargaining Committee shall suffer no loss of 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.

6.05 The Union Bargaining Committee shall be comprised of one (1) representative each from the Sudbury and Cochrane offices.

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

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

6.08 The Union Bargaining Committee shall, upon one (1) weeks notice, in writing, be allowed off work for 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 difference 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 Distribution 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 Unions 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 Union Office, 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 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 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. 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, 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 Union Representative 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 his 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 Steward will be present during the meeting or, if no 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 8- 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 **nomineed**. 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 who shall make 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.

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 provision **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.

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.

If the parties agree on a person to act as sole arbitrator in a **particular** case, he shall have **all** powers of an arbitration board under this agreement and the parties shall **jointly** share the expense of the arbitrator.

8.02 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 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.

8.03 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 **perlo**d not exceeding thirty (30) days upon the request **In** writing of the Union.

8.04 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 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 provisions 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 recalls after lay-offs, bargaining unit seniority shall determine which employees are to be promoted, demoted, transferred, laid off or recalled, subject always 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 Union. 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 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 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) days 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 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.

11.05 An employee displaced from a classification due to a reduction in the work force, such employee will be given a thirty (30) calendar day training period in order to avoid a lay-off, providing they are not the most junior employees. The Employer will give as much notice as reasonably possible in advance of any job classification they intend to eliminate, if such would cause the lay-off of employees.

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/her 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/her.

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**.
- (h) if a leave of absence ~~is~~ used for reasons other than those provided.

ARTICLE 13 - EMPLOYEE TRANSFER TO OTHER BRANCHES:

13.01 If an employee covered by this Agreement requests a transfer from his own bargaining unit to the other bargaining unit mentioned on page one of this Agreement, 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 or new position. If the employee's request for transfer ~~is~~ granted, he shall remain credited for 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 Article **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 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.

15.02 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.

- 15.03 (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 set out In Schedule "D" of this agreement.

Whenever there is a conflict between full-time and part-time provisions of this agreement, part-time employees shall be governed by the provisions Contained in Schedule "D".

In all matters dealing with seniority rights contained in this Collective Agreement, full-time bargaining unit seniority rights shall supercede part-time bargaining unit seniority rights.

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) calendar days during which period any employee In the bargaining unit concerned may bid In writing for the job to the Distribution 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 for 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 the 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 such placing and such senior employee returns to work within thirty (30) calendar 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. Articles 16.07, 16.08 and 16.09 shall apply to such senior employee.

- 16.05 (a)** temporary vacancies (of up to thirty (30) calendar days) maybe 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) calendar 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 the absence of a full-time bargaining unit employee due to illness and/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) month period he shall then return to his former position. The affected employee shall return to their former position. If that position is no longer available. provided the employee has more seniority, they may move to any other junior position that may have been posted during the time the employee was absent.
- (d)** temporary jobs (up to sixty (60) calendar days) caused by reasons other than the absence of regular employees shall not be posted, however, it is understood that such temporary jobs shall be filled in accordance with Article 9.01 and 10.01. If it appears necessary to the Employer to extend the temporary job beyond sixty (60) calendar days. the matter will be discussed between the 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 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 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 or more 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 **or** more 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)** regular weeks 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)** regular weeks 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)** regular weeks 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)** regular weeks 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 **alter** 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 an employee and the Employer, but this

provision is subject to the special provisions in Section (k) of this Article 17.01.

- (j) the Employer shall allow in offices, that have ten (10) or more employees, a minimum of two (2) such employees to be off on vacation at the same time;
- (k) The Employer shall allow in offices, that have less than ten (10) employees, a minimum of one (1) person to be off on vacation at any one time.

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) day's 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 Safety and Insurance Board Benefit 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.

ARTICLE 18 - LEAVE OF ABSENCE - UNION BUSINESS:

18.01 The Employer shall, upon a request from the Union made at least ten (10) working days 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 shall grant a leave of absence to those employees mentioned in Article 6.05 or to any other employees selected by the Union from locations mentioned in Article 6.05 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 **one** 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 at least thirty (30) days prior to the proposed commencement date of such leave of absence, except in 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;
- length of the proposed leave of absence.

The Distribution 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 Not more than three (3) employees shall be granted a leave of absence at the same time.

19.07 Employees shall be entitled to Maternity/Parental leave according to the Employment Standards Act of Ontario.

19.08 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.

19.09 Notwithstanding the provisions of Article 19.08 herein, a leave of absence will be granted for the purpose 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 REPRESENTATIVE 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 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 (1st Monday in August)	

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.

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;
- (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 Workplace Safety and Insurance 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 as provided in this agreement, except if such leave exceeds three (3) weeks.

- (d) If a Paid Holiday falls on an employee's non-work day the employee may elect to take another day off with pay at a time mutually agreed or he may elect to be paid for the Paid Holiday.

22.03 An employee who is in receipt of Weekly Indemnity Benefits or Workers Safety and Insurance 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 unit 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 ½) shall be paid for all hours of work performed outside 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 shift. 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 (a) Overtime for full-time employees shall be on a voluntary basis.

(b) Overtime that occurs within a department shall be offered to employees in the following order:

(i) by bargaining unit seniority to those employees who are then at work and who normally perform the work in the classification in question;

(ii) in the event that there are not sufficient volunteers, or if more employees are required, the work will then be offered by bargaining unit seniority to the remaining employees who are then at work and who possess the immediate qualifications and ability necessary to perform the work.

(c) For the purpose of Article 23.04 (b) of this Agreement, an employee who is filling a temporary vacancy of four (4) hours or more shall be deemed to be an employee who normally performs the work in the classification in question.

(d) Extra day overtime shall be assigned by seniority, by department, by qualifications and ability necessary to perform the work. Extra day overtime will be defined as a day outside of an employees regular work schedule.

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 paid 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 paid rest period before he/she commences their overtime;

(c) thereafter, he will be entitled to further paid fifteen (15) minute paid rest periods before commencing each additional two (2) hour period of overtime;

- (d) when an employee works overtime during a shift or shifts for which a shift premium is payable under this Agreement, such premium will be calculated and paid to the employee at the applicable overtime rate.

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 BRANCH STEWARDS:

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

ARTICLE 26 - WAGES:

26.01 Attached hereto and forming part of this Agreement is Schedule "B", which defines the job classification and wage rates during this Agreement.

ARTICLE 27 - MEDICAL EXAMINATION OF EMPLOYEES:

27.01 (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 27.01 (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.

ARTICLE 28 - HEALTH AND WELFARE PLAN:

28.01 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.

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 and the beneficiary under any such Policy and the Insurance Company concerned, but the Employer will use its best efforts in discussion, with the Union and the insurance Company concerned to adjust and settle any such dispute.

The Employer will not, during the term of this Agreement, reduce the benefits set out in Schedule "C".

28.02 When an employee is injured on the job and as a result is paid benefits under the Workers Safety and Insurance Act, the Employer will pay the employee for all his regularly scheduled hours for the shift on which the Injury occurred.

ARTICLE 29 - BEREAVEMENT LEAVE:

29.01(a) The Employer agrees that in the event of bereavement in an employee's immediate family 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 regular 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 brother-in-law, sister-in-law. grandparent, grandchild or grandparent of the 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.

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

29.03 The Employer agrees that if a death in the family as described in Article 29.01 herein 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 30- PAY DAY:

30.01 Pay day shall be no later than Thursday each week except during the week of a Statutory Holiday in which event pay day shall be no later than Friday.

ARTICLE 31 - REST PERIODS:

31.01 The Employer agrees that all Employees shall work a forty (40) hour work week with the same rest periods as Warehouse employees.

31.02 Employees shall have two (2) rest periods not exceeding a total of forty-five (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.

31.03 The Employer agrees to continue the practice of allowing the Office Employees to take one fifteen (15) minute paid rest period and then allowing them to leave work one half hour early paid.

ARTICLE 32 - BULLETIN BOARDS:

32.01 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 33- CALL OUT PAY:

33.01 If an employee has completed his day's work and has left the Employer's premises and is subsequently called into work by the Employer, he/she shall be paid a minimum of four (4) hours pay at one and one-half (1 ½) times his normal straight time hourly rate regardless of how little time he/she is required to work.

ARTICLE 34 - REPORTING PAY:

34.01 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 35 - BRANCH CLOSING:

35.01 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).

35.02 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 Distribution Manager, or who accepts another position with the Employer either in or outside of this bargaining unit prior to the closing of any Branch.

ARTICLE 36 - REPORTING LATENESS OR SICKNESS:

36.01 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.

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 37 - INTERPRETATION:

37.01 Where a male pronoun appears in this Agreement, it shall be construed as including the female.

ARTICLE 38 - EMPLOYMENT GUARANTEE:

38.01 Six Years from May 1, 2001 to April 28, 2007

Excluding those full-time employees currently on the payroll at its Cochrane warehouse and office, the Employer agrees that all full-time employees on the payroll of the Employer on August 9, 2001, 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 Employer following the completion of their respective leaves of absence.

For greater clarity, no full-time employee(s) as described above, excluding the Cochrane employees, shall be laid off temporarily or permanently during the term of this collective agreement. Aside from the closure of the Cochrane warehouse and office, 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 at the Employer's warehouse at 1160 Lorne Street in Sudbury, shall be at 1160 Lorne Street.

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 the Employer's warehouse at 1160 Lorne Street, Sudbury, 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 Article 38.02.

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.

38.02 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 August 9, 2001, to a maximum of \$75,000.00. 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 August 9, 2001, 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 August 9, 2001, 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 August 9, 2001, 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 August 9, 2001, 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 Workplace Safety and Insurance Board benefits at August 9, 2001, 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 August 9, 2001, 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 WSIB that such employee is fit to return to their normal duties.
- (g) Once an employee has made his election known to the Employer, such election is irrevocable without the consent of the Employer.
- (h) 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 thirty (30) days following the closure of the Cochrane warehouse.

ARTICLE 39 - TERMINATION AND RENEWAL:

39.01 This Agreement shall become effective as of the May 1, 2001, and shall continue until the 28th day of April, 2007, 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 and 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.

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 effected or until the Conciliation procedures under the Ontario Labour Relations Act have been exhausted.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

SIGNED THIS 30th DAY OF April, 2002.

FOR LOCAL 427


FOR THE EMPLOYER


DENIS CHARBONNEAU
Executive Assistant to the President


STEVE BUINA

FOR LOCAL 715


ELIZABETH PAUL
Bargaining Committee Representative


DENIS CHARBONNEAU
Executive Assistant to the President


ROBIN W. McARTHUR
President
and international Vice President

SCHEDULE 'A'

HOURS OF WORK

A.1 The regular work week for full-time employees shall normally consist of forty (40) hours consisting of five (5) days of eight (8) hour shifts or four (4) days of ten (10) hour shifts from Sunday to Saturday. It is understood that the implementation of shifts shall not occur without prior notification to the Union and only after meaningful discussions have been held. It is understood that the shift configurations for Drivers are to be in accordance with the applicable legislation

(a) Starting and quitting times and the arrangement of shifts shall be reviewed between the parties at branch level. The Employer agrees that there will be no scheduling of split shifts. For the purpose of this agreement, the term split shift shall mean that an employee may not work consecutive days during the week but his regular daily schedule shall consist of consecutive hours.

For the purpose of this Collective Agreement, the following definitions shall apply:

Day Shift: Shall be any shift that commences between the hours of 6:00 a.m. and 10:00 a.m.

Afternoon Shift: Shall be any shift that commences between the hours of 12:00 p.m. and 5:00 p.m.

Night Shift: Shall be any shift that commences between the hours of 8:00 p.m. and 12:00 a.m.

An employee's scheduled starting time shall not be changed during the week in which he is working. For clarity, a change in start time within the shift as defined in this Article shall not trigger a job posting.

The Employer shall endeavor whenever possible to have two (2) consecutive days as an employee's days off. The Employer agrees that it will use its best efforts to minimize split days off.

A.2 An employee who works in the second or afternoon shift will be paid a premium of fifty-five cents (.55¢) 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 worked during that shift.

SCHEDULE "B"

OFFICE

WAGE RATES

B.1 The following are the **job** classifications and hourly rates of pay for **SUDBURY OFFICE** employees:

Effective as of **May 1, 2001**, all full time employees on the payroll of the Employer will receive a **\$0.30** increase and all part time employees will receive a **\$0.20** Increase on all hours paid at the applicable straight time and overtime rates of pay. For wage progression purposes this amount shall **only** be applied to the end rates of each **classification**.

Effective **May 5, 2002** all full time employees will receive a **\$0.30** Increase. All part time employees will receive a **\$0.20** Increase. For wage progression purposes this amount shall only be applied to the end rates of each **classification**.

Effective **May 4, 2003** all full time employees will receive a **\$0.30** increase. All part time employees will receive a **\$0.20** increase. For wage progression purposes this amount shall only be applied to the end rates of each **classification**.

Effective **May 2, 2004** all full time employees will receive a **\$0.30** Increase. All part time employees will receive a **\$0.20** Increase. For wage progression purposes this amount shall only be applied to the end rates of each **classification**.

Effective **May 1, 2005** all full time employees will receive a **\$0.30** increase. All part time employees will receive a **\$0.20** increase. For wage progression purposes this amount shall only be applied to the end rates of each **classification**.

Effective **April 30, 2006** all full time employees will receive a **\$0.30** increase. All part time employees will receive a **\$0.20** Increase. For wage progression purposes this amount shall **only** be applied to the end rates of each **classification**.

WAREHOUSE CLERK, DISTRIBUTION CLERK

Effective May 1, 2001	Effective May 5, 2002	Effective May 4, 2003	Effective May 2, 2004	Effective May 1, 2005	Effective April 30, 2006
20.40	20.70	21.00	21.30	21.60	21.90

B.2 The following are the **job** classifications and hourly rates of pay for **COCHRANE OFFICE** employees:

Effective as of **May 1, 2001**, all full time employees on the payroll of the Employer will receive a **\$0.30** increase and all part time employees will receive a **\$0.20** Increase on all hours paid at the applicable straight time and overtime rates of pay. For wage progression purposes this amount shall **only** be applied to the end rates of each **classification**.

Effective May 5, 2002 all full time employees will receive a \$0.30 Increase. All part time employees will receive a \$0.20 increase. For wage progression purposes this amount shall only be applied to the end rates of each classification.

Effective May 4, 2003 all full time employees will receive a \$0.30 increase. All part time employees will receive a \$0.20 Increase. For wage progression purposes this amount shall only be applied to the end rates of each classification.

Effective May 2, 2004 all full time employees will receive a \$0.30 increase. All part time employees will receive a \$0.20 Increase. For wage progression purposes this amount shall only be applied to the end rates of each classification.

Effective May 1, 2005 all full time employees will receive a \$0.30 increase. All part time employees will receive a \$0.20 Increase. For wage progression purposes this amount shall only be applied to the end rates of each classification.

Effective April 30, 2006 all full time employees will receive a \$0.30 Increase. All part time employees will receive a \$0.20 Increase. For wage progression purposes this amount shall only be applied to the end rates of each classification.

WAREHOUSE CLERK, DISTRIBUTION CLERK

Effective May 1, 2001	Effective May 5, 2002	Effective May 4, 2003	Effective May 2, 2004	Effective May 1, 2005	Effective April 30, 2006
20.55	20.85	21.15	21.45	21.75	22.05

- B.3 Effective May 1, 1995, notwithstanding any other provision to the contrary which may be contained elsewhere in this agreement, employees that are hired as full-time and/or part-time employees that are converted to full-time status, shall be paid according to the following scale:

SUDBURY OFFICE -WAREHOUSE CLERK , DISTRIBUTION CLERK

Effective May 1, 2001

Start	12 mo.	24 mo.	36 mo.	48 mo.	60 mo.
13.00	14.00	15.00	16.00	18.00	20.40

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Start	12 mo.	24 mo.	36 mo.	48 mo.	60 mo.
13.00	14.00	15.00	16.00	18.00	20.70

Effective May 4, 2003

Start	12 mo.	24 mo.	36 mo.	48 mo.	60 mo.
13.00	14.00	15.00	16.00	18.00	21.00

Effective May 2, 2004

Start	12 mo.	24 mo.	36 mo.	48 mo.	60 mo.
13.00	14.00	15.00	16.00	18.00	21.30

Effective May 1, 2005

Start	12 mo.	24 mo.	36 mo.	48 mo.	60 mo.
13.00	14.00	15.00	16.00	18.00	21.60

Effective April 30, 2006

Start	12 mo.	24 mo.	36 mo.	48 mo.	60 mo.
13.00	14.00	15.00	16.00	18.00	21.90

COCHRANE OFFICE - WAREHOUSE CLERK, DISTRIBUTION CLERK

Effective May 1, 2001

Start	12 mo.	24 mo.	36 mo.	48 mo.	60 mo.
13.00	14.00	15.00	16.00	17.00	20.55

Effective May 5, 2002

Start	12 mo.	24 mo.	36 mo.	48 mo.	60 mo.
13.00	14.00	15.00	16.00	17.00	20.85

Effective May 4, 2003

Start	12 mo.	24 mo.	36 mo.	48 mo.	60 mo.
13.00	14.00	15.00	16.00	17.00	21.15

Effective May 2, 2004

Start	12 mo.	24 mo.	36 mo.	48 mo.	60 mo.
13.00	14.00	15.00	16.00	17.00	21.45

Effective May 1, 2005

Start	12 mo.	24 mo.	36 mo.	48 mo.	60 mo.
13.00	14.00	15.00	16.00	17.00	21.75

Effective April 30, 2006

Start	12 mo.	24 mo.	36 mo.	48 mo.	60 mo.
13.00	14.00	15.00	16.00	17.00	22.05

- B.4 Notwithstanding any provision to the contrary that may be contained elsewhere in this agreement, all part-time, temporary and student employees hired after November 25, 1995 shall be paid the following hourly rates of pay:

COCHRANE OFFICE - SUDBURY OFFICE:

Effective May 1, 2001	Effective May 5, 2002	Effective May 4, 2003	Effective May 2, 2004	Effective May 1, 2005	Effective April 30, 2006
9.32	9.52	9.72	9.92	10.12	10.32

- B.5 (1) 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;
- (2) 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 classifications 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.
- (3) In no case will an employee's hourly rate be reduced by reason solely of the application of this clause regardless of what classification he may have. If the new classification carries a higher rate, he will receive the new rate. If the new classification carries a lower rate, his current rate at the time of the change will remain as his personal rate and he will receive it until he accepts another position, at which time the personal rate will be permanently discontinued.
- (4) The Employer agrees that when they introduce new Warehouse systems, procedures, policies, and/or technologies, the Employer will train all employees the Employer deems necessary on such new Warehouse systems, procedures, policies, and/or technologies. However, the Employer's refusal to train employees shall not be used

to the detriment of employees wanting to exercise **their** seniority rights or benefits contained in the Collective Agreement.

- B.6 Beginning January 2002, and every January thereafter **during** the term of **this** collective agreement, the Employer agrees to deposit a lump sum of **\$250.00** into an RRSP at the financial institution of the Employer's choice, for every active full time employee on the payroll. For clarity the RRSP will be registered in the employees name.

THIS IS SCHEDULE "C" TO THE WITHIN AGREEMENT

HEALTH AND WELFARE PLAN

C.1 **BARGAINING UNIT EMPLOYEES**

<u>Life Insurance</u>	Twice the employee's annual earnings
Accidental Death and <u>Dismemberment Insurance</u>	Twice the employee's annual earnings
<u>Weekly Indemnity Insurance</u>	75% of an employee's average hourly rate of pay to a maximum of \$550.00 per week
	1st day of Accident, 4th day of sickness for a period of 26 weeks on each separate illness.
	Benefits will be paid from 1st day of sickness if the employee is hospitalized.

"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.

Effective January 6, 2002 the Employer will provide the following benefits to those full time employees who are active on the payroll:

- (a) An **insured** employee who is totally disabled and unable to work due to sickness or an accident not covered by the Workplace Safety and Insurance Board, **will** be paid a weekly benefit commencing on the first day of absence due to an accident and the fourth day of absence due to a sickness. **The** amount of the benefit and the maximum period for which the benefit is payable shall be as set out in the following schedule:

Years of Continuous **Full-time** Employment **with** the Employer

At Least	But Less Than	Amount of Weekly Benefit	Maximum Period
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First of the month next following date of hire	3 Years	75% of basic weekly wage	26 weeks
	after 3 years	85% of basic weekly wage	26 weeks

The weekly benefit shall be determined based on basic weekly wage and service as of the date of commencement of disability.

- (b) It is not required that the insured employee be confined to home, but the employee must be under the regular care and attendance of a licensed physician during the period for which benefits are being claimed.
- (c) Certification of illness for loss of time benefits, up to a maximum of ten (10) weeks for each period of disability, will be accepted if completed by a licensed Chiropractor, Podiatrist or Oral Surgeon.
- (d) A disability resulting from the same cause as a previous disability will be treated as a continuation of the previous disability unless the employee has returned to work on a continuous full-time basis for at least fourteen (14) days.
- (e) Weekly benefits are not payable for the following:
 - (i) disability for which an employee receives benefits under any Workplace Safety and Insurance or similar law;
 - (ii) disability resulting from wilfully self-inflicted injury or from any attempt at self-destruction
 - (iii) disability of an employee who is not under treatment by a physician or surgeon duly licensed to practice medicine, or during the first four (4) weeks of disability of an employee who is not under treatment by a licensed Chiropractor
 - (iv) pregnancy where a female employee is not disabled;
 - (v) any period during which a female employee is on a pregnancy leave of absence in accordance with this Agreement.

Long Term Disability

A totally disabled employee will receive sixty-five (65%) percent 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.

Effective January 6, 2002 the Employer will provide the following benefits to those full time employees who are active on the payroll:

- (a) Upon receipt and approval of the Insurer of due proof that an insured employee has become totally and continuously disabled for a period of twenty-six (26) weeks, a monthly benefit shall be paid to the employee until the earliest of the following dates:
 - (i) the date on which the employee shall cease to be totally disabled;
 - (ii) the date on which the employee attains normal retirement age;
 - (iii) the date of the employee's death.

- (b) total disability means continuous disability which, during the first two (2) years of total disablement, prevents an employee from performing any and every duty pertaining to the employee's own occupation and thereafter from engaging in any occupation for which the employee is fitted through education, training or experience.
- (c) The amount of the monthly benefit payable with respect to disability shall be the amount of monthly benefit in effect for the employee on the date of commencement of the disability as set out in the following schedule:

Portion of Basic Monthly Wage	Benefit as a Percentage of Basic Monthly Wage
First of \$2300.00	66%

Subject to a maximum monthly benefit of \$2,000.00

- (d) If the disability Income benefit receivable by the disable employee from all sources, including Workplace Safety and Insurance benefits, exceed 71% of the employee's average earned monthly Income during the two (2) year period immediately prior to the date of disablement, payment under this benefit will be reduced so that the Income benefits from all sources shall not exceed 71% of such average earned monthly Income.
- (e) Under no circumstances will the total monthly benefit payable under this policy, together with other Income replacement sources payable because of disability, be less than the amount shown in the above schedule.

LTD benefits will not be reduced by virtue of any amount received on behalf of any dependents of an LTD recipient.
- (f) It is not required that the insured employee be confined to home, but the employee must be under the regular care and attendance of a licensed physician during the period for which benefits are being claimed.
- (g) LTD benefits are not payable with respect to disabilities resulting from any of the following:
 - (i) wilfully self-inflicted injury or any attempt at self-destruction,
 - (ii) any condition for which the employee is not under the care of a physician or surgeon duly licensed to practice medicine;
 - (iii) war or hostilities of any kind, whether or not the employee was actually participating therein and whether or not war be declared;
 - (iv) pregnancy where a female employee is not disabled;
 - (v) any period during which a female employee is on a pregnancy leave of absence in accordance with this Agreement.

Tax Deductions

Income Tax Deductions will be made from Weekly Indemnity and Long Term Disability benefits 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 Disability Policy 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 Schedule is 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.

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 leave of absence, the Employer will continue to pay the premium cost of the 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 The Employee 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.9 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 the 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 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 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 re-marriage 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, the beneficiary shall be entitled to death benefits according to the form of 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.9 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 T4 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 percent (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%).

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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 thirty (30) years of service.

Employees will receive their **full** accrued pension to their retirement date. Employees who are age **55** with **less** than thirty (**30**) years of **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 seven hundred (**700**) hours in each of two (**2**) consecutive calendar years or have earned **35%** of the **YMPE** in each two (2) consecutive calendar years.

RETIRED EMPLOYEES HEALTH & WELFARE COVERAGE

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 the year **1995**.

C.10 On retirement at age sixty-five (**65**), the Employer will provide and pay for \$**10,000.00** of Life insurance for the Retiree.

C.11 DENTAL PLAN

Effective September **9, 2001**, 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 **2000**.

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. The Employer further agrees that there will be a one year lag to the Ontario Dental Association (**ODA**) schedule of fees for each year of this Agreement.

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

C.12 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 \$**200.00** per employee and spouse every two (**2**) years;
- up to \$**200.00** for each dependent child of the employee **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 AND STUDENTS

D.1 For the purpose 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: •

- (1) he is replacing a full-time employee who is absent on a temporary basis, that is, not exceeding thirty (30) consecutive working days, or on vacation;
- (2) during the period December 15th to January 1st;
- (3) 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;
- (4) on a full-time basis in the period May 1st to September 30th;

In all circumstances above, senior part-time employees shall be scheduled up to and including forty (40) hours prior to junior part-time employees being scheduled.

(b) The Employer may employ students during the school vacation periods from May 1st to September 30th:

- (1) these employees may grieve matters pertaining to their wage rates only;
- (2) they shall not be entitled to any Health and Welfare benefits;
- (3) they shall have a probationary period of forty-five (45) worked days;
- (4) the Union shall be notified immediately following the hiring of a student, his name, address and telephone number;
- (5) 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.

(c) The Union agrees that the Employer may hire students for the summer only as vacation relief. Such students may be trained during the month of April for three (3) shifts each and they shall be accompanied by a full-time bargaining unit employee at all times on a one-to-one basis.

D.2 The following provisions of the collective agreement apply to part-time and temporary employees and students:

Article 2.01	-	Scope
Article 3	-	Management Rights
Article 4	-	Union Security
Article 5	-	No Strikes, No Lockouts
Article 7 & 8	-	Grievance Procedure and Arbitration respectively, do not apply to students and temporary employees in cases of termination of employment, it being agreed that the employment of a part-time employee during his probationary period or of a student or 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 24	-	Jury Duty Pay
Article 27	-	Medical Examination of Employees
Article 29(b),(c)	-	Bereavement Leave
Article 30	-	Pay Day
Article 31	-	Time Clock
Article 32	-	Rest Periods
Article 33	-	Bulletin Boards
Article 34	-	Call-out Pay
Article 35	-	Reporting Pay
Article 37	-	Reporting Lateness or Sickness
Article 39	-	Termination and Renewal
Section A.2 of Schedule 'A'		
Section B.4 of Schedule 'B'		

- D.3** (a) part-time employees shall be on a probationary period for the first ninety (90) days, after which they shall be deemed to have acquired seniority for the purposes of this Schedule. It is understood that their seniority date will reflect their first day of hire.
- (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.
- (c) seniority is the principle of granting preference to part-time employees. In matters of hours of work up to and including twenty-four (24) hours per week, all hours over twenty-four (24) hours per week, relieving full-time employees, promotion to full-time employment, layoffs, and recall after layoffs. In all of the above mentioned cases, seniority shall determine which employees are to be scheduled up to and including twenty-four (24) hours per week, scheduled over twenty-four (24) hours per week, assigned, promoted, laid off or recalled subject to the employee having the qualifications to perform normal requirements of the work.
- (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:

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(e) after a part-time employee has acquired seniority under Clause D.3 (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" to this agreement, and any such employee shall be deemed to be a new hire for the purposes of Schedule "C".

D.4 (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.5 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 a public holiday;
- (c) falls to work his scheduled regular day of work preceding or his scheduled regular day of work following a public holiday;
- (d) has agreed to work on a public holiday and who, without reasonable cause, fails to report for and perform the work.

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D.6 Regular **part-time** employees **wlll** be offered, In priority to students. **full-time employment during the period May 1st to September 30th.**

D.7 **An** employee covered by **this** Schedule shall be **paid** an overtime rate of time and one-half (**1 ½**) for all scheduled work performed in excess of eight (**8**) hours per day.

D.8 The rates of pay for employees by **this** Schedule are as set out in Schedule "**B**" of **this** agreement.

LETTER OF AGREEMENT #1

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

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

The Employer will honor the request of an employee. In writing, on a form supplied by the Employer, to deduct from his pay and remit to a Financial Institution of the Employer's choice on his behalf sums to be paid into an R.R.S.P. the employee has established with that firm.

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

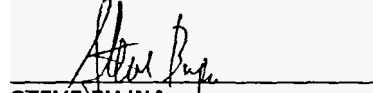
An employee may make only one such request each year, to be received by the Employer no later than January 1st in succeeding years, including a revocation of a request.

SIGNED THIS 30th DAY OF April, 2002

FOR THE UNION:


DENIS CHARBONNEAU
Executive Assistant to the President

FOR THE EMPLOYER:


STEVE BUJNA

LETTER OF AGREEMENT #2

BETWEEN: NATIONAL GROCERS CO. LTD.
[hereinafter called the 'Employer']

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

This letter will serve to confirm our agreement that:

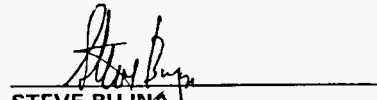
- (1) if an employee is off work because of illness or accident and is thereby entitled to Weekly Indemnity Benefits or to Workplace Safety and Insurance and payment for benefits or compensation has been delayed beyond a two (2) week period, the Employer will upon request by him grant an advance of wages, pending commencement of such payment, up to maximum of an amount equal to two (2) weeks' pay at his regular rate and every subsequent two (2) week period not to exceed six (6) weeks 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.

SIGNED THIS 30th DAY OF April, 2007

FOR THE UNION:


DÉNIS CHARBONNEAU
Executive Assistant to the President

FOR THE EMPLOYER:


STEVE BUJNA

LETTER OF AGREEMENT #3

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

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

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 (1 ½) equaling one and one half (1 ½) 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 1 in the year in which it is earned, otherwise the employee shall be paid for all remaining banked overtime.

SIGNED THIS 30th DAY OF April, 2012

FOR THE UNION:


DENIS CHARBONNEAU
Executive Assistant to the President

FOR THE EMPLOYER:


STEVE BUJNA


LETTER OF AGREEMENT #4

BEWEEN: NATIONAL GROCERS CO. LTD.
(hereinafter called the 'Employer')


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

RE: SAFETY HATS

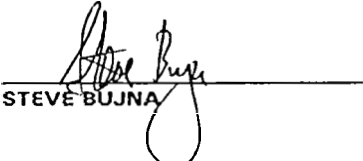
If in the future, the Employer requires the employees to wear safety hats, the Employer will provide such C.S.A. approved safety hats to all employees free of charge. Such hats are to worn by each employee while on duty, except that truck drivers will not be required to wear them when driving. An employee 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 the employees in the performance of their work.

SIGNED THIS 3rd DAY OF April, 2007.

FOR THE UNION:


DENIS CHARBONNEAU
Executive Assistant to the President

FOR THE EMPLOYER:


STEVE BUJNA

LETTER OF AGREEMENT #5

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

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

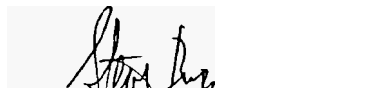
The Employer agrees to call part-time employees who are scheduled to work, as soon as possible before the start of their scheduled shift unless otherwise arranged.

SIGNED THIS 20th DAY OF April, 2002

FOR THE UNION:


DENIS CHARBONNEAU
Executive Assistant to the President

FOR THE EMPLOYER:


STEVE BUJNA
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LETTER OF AGREEMENT #6

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

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

Sirs:

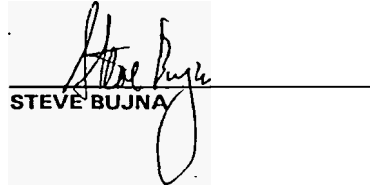
This letter shall confirm that during the negotiations for the renewal of the Collective Agreement between certain Local Unions of the Retail, Wholesale and Department Store Unions and National Grocers Company Limited In Cochrane, Ontario the principles of Pay Equity were achieved to the satisfaction of the Union and the Company.

SIGNED THIS 30th DAY OF April, 2002

FOR THE UNION:


DENIS CHARBONNEAU
Executive Assistant to the President

FOR THE EMPLOYER:


STEVE BUJNA

LETTER OF AGREEMENT #7

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

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

This letter shall in all respects form part of the Collective Agreement held between the parties.

It is understood, that those full time employees In Cochrane, who elect to transfer to the Employer's warehouse at 1160 Lorne Street In Sudbury, will be covered by the Employment Guarantee as provided for in the Collective Agreement.

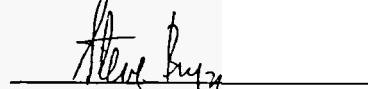
SIGNED THIS 30th DAY OF April, 2000

FOR THE UNION:



DENIS CHARBONNEAU
Executive Assistant to the President

FOR THE EMPLOYER:



STEVE BUJNA

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2003

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2006

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9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	
30																				

JULY							AUGUST							SEPTEMBER						
SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT
							1	2	3	4	5	6	1	2	3					
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23
23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28	29	30
30	31																			

OCTOBER							NOVEMBER							DECEMBER						
SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT
							1	2	3	4	5	6	1	2	3					
1	2	3	4	5	6	7	5	6	7	8	9	10	11	3	4	5	6	7	8	9
8	9	10	11	12	13	14	12	13	14	15	16	17	18	10	11	12	13	14	15	16
15	16	17	18	19	20	21	19	20	21	22	23	24	25	17	18	19	20	21	22	23
22	23	24	25	26	27	28	26	27	28	29	30			24	25	26	27	28	29	30
29														31						

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JANUARY							FEBRUARY							MARCH						
SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT
	1	2	3	4	5	6					1	2	3					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28				25	26	27	28	29	30	31

APRIL							MAY							JUNE						
SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT
1	2	3	4	5	6	7			1	2	3	4	5						1	2
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
29	30						27	28	29	30	31			24	25	26	27	28	29	30

JULY							AUGUST							SEPTEMBER						
SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT
1	2	3	4	5	6	7				1	2	3	4							1
8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8
15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22
29	30	31					26	27	28	29	30	31		23	24	25	26	27	28	29

OCTOBER							NOVEMBER							DECEMBER						
SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT
	1	2	3	4	5	6					1	2	3							1
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29

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**RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,
NORTHERN JOINT 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
E-Mail: rwdsu@rwdsu.ca**

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 THE RETAIL, WHOLESALE & DEPARTMENT STORE UNION
This is YOUR Collective Agreement. It is in fact your Bill of Rights. It is a "legal" contract between the 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 EMPLOYMENT 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 the specified time limits, 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 Union Officers.

IN UNITY THERE IS STRENGTH

THIS CONTRACT IS PROPERTY OF:

NAME: _____

ADDRESS: _____

PHONE: _____

Web Site: www.rwdsu.ca

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