

**FINAL
FINAL**

COLLECTIVE AGREEMENT

BETWEEN:

**THE UNDERSIGNED EMPLOYERS
franchisees of National Grocers Co. Ltd.**

(each hereinafter called the "Employer")

AND

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION & GENERAL
WORKERS'**

UNION OF CANADA, (CAW-Canada), Local 414

(hereinafter called the "Union")

2010 – 2013

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ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

2.01 (a) The Applicable Undersigned Employers and other new Franchisees are required, as a condition of their franchise agreement, to participate in the terms of this Agreement, and recognize Local 414 as the sole and exclusive bargaining agency for all employees at its stores in the Province of Ontario save and except the geographic area represented by Local 579 (RWDSU District Council), save and except owner/manager, persons above the rank of owner/manager, book-keeper, Computer Assisted Ordering (CAO) Manager and one department manager to be designated by the Employer.

(b) Notwithstanding article 2.01(a) the following locations shall be excluded from the recognition of this agreement:

277 King Street - Midland, Ontario

50 Westmount Road North - Waterloo, Ontario

3975 Wyandatte Street East - Windsor, Ontario

2.02 A full-time employee covered by this Agreement shall be an employee who is normally scheduled to work more than twenty-eight (28) hours per week.

2.03 A part-time employee is one who is normally scheduled to work twenty-eight (28) hours or less per week. All terms and conditions of employment of part-time employees shall be governed exclusively by Appendix "A" of this Agreement.

ARTICLE 3 - UNION SECURITY

- 3.01 (a) It is agreed that all employees covered by this Agreement shall become and remain members of the Union in good standing as a condition of employment.
- (b) New employees shall make application for membership in the Union at the time of their hiring and shall become and remain members of the Union in good standing, as a condition of employment.
- 3.02 The Employer shall, during the term of this Agreement, as a condition of employment, deduct from members of the bargaining unit the regular weekly Union Dues and initiation fees in the amount and manner specified by the Union bylaws and constitution and such deductions shall be remitted to the Union prior to the 15th day of the month following the month in which such deduction is made. The Employer shall notify the Union of new full-time employees' classifications and rates of pay in addition to terminations, on a monthly basis. Deduction statements shall be documented by location, containing the full name of the employee and his starting date and social insurance number subject to the employee consenting to the use of his or her social insurance number. The Employer agrees to record the annual Union Dues deductions for each employee on his T4 Form.
- 3.03 In the event that such weekly dues are changed during the term of the Agreement, such change must be given to the Employer by notice properly authorized by Union Officials and shall become effective within one (1) month following the date the notice is received.
- 3.04 In the case of all persons now in the employment of, or who enter into the employment of the Employer, it is agreed that as a condition of continued employment, such person or persons shall become and remain a member in good standing of the Union within thirty (30) days worked from the commencement of their employment at each store. The Employer agrees that it will inform all new employees prior to or at the time of hiring of the Union security provisions of the Agreement.
- 3.05 The first ninety (90) days worked at each store shall be considered a probationary period. It is understood between the Employer and the Union that a probationary employee shall be considered an employee for all purposes of the Agreement save that a probationary employee may be dismissed at any time during the probationary period with or without just cause.

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

ARTICLE 4 - FUNCTIONS OF MANAGEMENT

- 4.01 The Union agrees that the Employer has the exclusive right and power to manage its business, to direct the working forces and to suspend, discharge or discipline employees for just and sufficient cause, to hire, promote, demote, transfer or lay off employees, to establish and maintain reasonable rules and regulations covering the operation of the stores, provided however, that any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the Grievance Procedure as set out herein.
- 4.02 It is agreed that the direction of the working force shall be at the discretion of the Employer within the terms of this Agreement.

ARTICLE 5 - DISCHARGE AND DISCIPLINE

- 5.01 No employee who has completed his probationary period shall be discharged or disciplined except for just and sufficient cause. Discharge and discipline grievances may be settled by confirming the Employer's decision or by re-instating the discharged or suspended employee with full compensation for time lost, less interim earnings, if applicable, or by any other arrangement which is just and equitable in the opinion of the parties or a Board of Arbitration if the matter is referred to it. The Employer agrees that whenever a disciplinary interview is held with an employee regarding his work or conduct which becomes part of his record, the store steward shall be present at such interview; if the steward is not available, then the employee can choose another employee, who is in the store, to attend. The union steward shall receive a copy of any discipline issued.

ARTICLE 6 - DISCRIMINATION

- 6.01 The Employer agrees to abide by the terms of the Human Rights Code of Ontario. Furthermore, there shall be no discrimination on account of membership in the Union.
- 6.02 In addition to article 6.01 and subject to the Company's policy regarding workplace harassment, the Company and the CAW are committed to providing a harassment free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome", that denies individual dignity and respect on the basis of the prohibited grounds, as stated in the Ontario Human Rights Code. All employees are expected to treat other with courtesy and consideration and to discourage harassment.

ARTICLE 7 - UNION SHOP CARDS

- 7.01 It will be the duty of the Employer to prominently display Union Shop Cards in all their establishments wherein Union members are employed. Those Cards shall remain the property of the Union and the Employer shall have their usage only until such time as the Union shall request their return. The Employer agrees to surrender same immediately upon demand by the Union. The Employer further agrees that the employees may wear Union Buttons while on duty.
- 7.02 The Employer will provide notice boards for the Union's exclusive use, where the Union will have the right to post notices of meetings or such other official union notices as may be required, provided all such notices have the prior approval of the Store Manager or Owner for posting. All notices shall be signed on behalf of the Union by one of the following persons: an authorized representative of the Local union or a representative of the National union.

ARTICLE 8 - UNION PRIVILEGES

- 8.01 It is agreed that the business representative of the Union shall be admitted during working hours, at reasonable times, to interview employees while on duty or to inspect working conditions; provided, however, that such visits shall not unduly disturb the Employer's business and further, that the business representative shall report his presence to the Store Manager upon arrival at the store.

ARTICLE 9 -SHOP STEWARDS

- 9.01 The Union shall have the right to appoint one (1) Shop Steward and one alternate Shop Steward for the store.
- 9.02 The Union negotiation committee will consist of four (4) bargaining unit employees. The Employers will pay for lost wages while these employees are at actual negotiation meetings. This cost will be shared by all franchisees.

ARTICLE 10 -SENIORITY

- 10.01 (a) Seniority shall be recognized by the Employer and shall be based on the length of continuous service as a full-time employee at each store. It is agreed that employees only acquire and exercise seniority on an individual store by store basis.
- (b) Seniority is the principle of granting preference to full-time employees for promotions, demotions, transfers, lay-offs in accordance with an employee's bargaining unit seniority, but only when an employee has the ability and qualifications necessary to fill the normal requirements of the job.
- 10.02 Regular full-time employees shall not attain seniority until they have completed a probationary period with the Employer. Such probationary period shall be ninety (90) days worked at each store. However, should a probationary employee complete such service, his seniority will date back to the commencement of his continuous full-time employment at such store.
- 10.03 In cases of lay-off and recall the principle of seniority shall govern provided the senior employee has the ability and qualifications to perform the job. Employees with less than one (1) year's service at a store will be given one (1) week's notice of lay-off or one (1) week's pay in lieu of notice. Employees with more than one (1) year's service at a store will be given two (2) weeks' notice of lay-off or two (2) week's pay in lieu of notice or as required by Employment Standards Act.
- 10.04 Seniority lists for full-time employees shall be posted by the Employer quarterly, a copy of which shall be sent to the Local Union office.

- 10.05 (a) Persons outside the bargaining unit returning to the bargaining unit shall return to a position no higher than their former position in the bargaining unit.
- (b) In the event of persons returning to or entering the bargaining unit resulting in the demotion of employees within the bargaining unit, such demoted employees will have their former rate maintained for a period of eight (8) weeks.
- (c) Anyone promoted to a Management position subsequent to the date of ratification of this Agreement will maintain bargaining unit seniority based on their length of service within the bargaining unit.

10.06 Seniority shall be considered terminated if an employee:

- (a) voluntarily leaves the employment of the Employer;
- (b) is discharged for just cause;
- (c) is absent from work for more than three (3) consecutive working days without prior notification to the Employer;
- (d) is absent from work due to sickness or disability for more than three (3) days and fails upon return to work to produce a certificate from a medical practitioner verifying such absence and substantiating the reason for such absence (if a certificate is requested, such request shall be made prior to the employee's return to work);
- (e) fails to return to work after a recall from lay-off within seven (7) days after the delivery of notice of recall;
- (f) fails to return to work upon the conclusion of a leave of absence unless his failure to return is for reasonable cause;
- (g) fails to take a medical examination by the qualified medical practitioner when requested by the Employer when there is a question of the employee's ability to perform his/her job in suitable manner;
- (h) is not recalled to work when laid off due to lack of work, his name shall be retained on the seniority list for a twelve (12) month period or the length of his seniority, whichever is the lesser, but in no event, less than six (6) months.

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

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

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

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

10.10 Job Postings

(a) In the event that a vacancy or newly created position comes open, notice of such vacancy or newly created position shall be posted for fourteen (14) calendar days on the bulletin board or boards provided on the premises for such purpose. All such notices shall designate the job classification, the rate of pay of such job, and the date such notice was posted. Any employee may apply for such job within the time limit specified above.

(b) Those employees wishing to apply for such vacancy or newly created position shall do so by affixing their signature to the job posting notice.

(c) After such notice has been posted for fourteen (14) calendar days, it shall be removed from the bulletin board or boards, and a copy of such notice shall be forwarded to the union.

(d) Where the skill, ability and qualifications of the applicants for the position are equal, the position shall be awarded to the most senior employee.

(e) The Employer shall, within fourteen (14) calendar days after the notice has been removed, post on the same bulletin board or boards for at least five (5) calendar days the name and length of service of the successful applicant, a copy of which shall be forwarded to the union.

10.11 The Company agrees to post job postings it receives from National Grocers on the store bulletin Board.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

11.01 Employees are expected to attend work regularly. When unable to attend, the employee must notify the Manager, or Supervisor, at least two (2) hours, wherever possible, prior to the commencement of the scheduled shift of the employee, giving the reason why the employee is unable to attend, when he expects to return to work and how the Manager or Supervisor can call him relative to his absence.

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

11.03 (a) Overtime at the rate of time and one-half ($1\frac{1}{2}$) the regular hourly rate will be payable after eight (8) hours in a day and forty (40) hours in a week for full-time employees.

(b) Overtime at the rate of time and a half ($1\frac{1}{2}$) the regular hourly rate will be payable for all hours worked on a Statutory Holiday.

11.04 During each work day, employees shall be granted two (2) rest periods with pay of fifteen minutes in duration each and one hour unpaid (one-half 11/21 hour by mutual consent) meal period, scheduled as near as possible to the midpoint of each half shift and as near as possible the midpoint of the daily shift.

11.05 The Employer shall post a schedule of hours of work for all employees by 3:00 p.m. on Thursday of each week for the coming week. Employees will receive 24 hours notice of any change in scheduled hours except in those circumstances beyond the control of the Employer.

11.06 In the event the Employer decided to implement a regularly scheduled night shift, such night shift shall be scheduled on the basis of five (5) consecutive night shifts.

11.07 (a) Regular full-time employees scheduled to work on a night shift as set out in Article 11.06 shall be paid a night shift premium as follows: seventy-five (\$0.75) cents per hour for all hours worked on such night shift including all overtime hours.

(b) In the event that the owner and store manager have left the store, a key bonus of .50 cents for hours worked after 6pm will be paid to (1) employee. It is understood that this premium is applicable for someone who is designated in charge of the night crew.

11.08 Sunday Work

(a) Sunday work shall remain voluntary for all employees hired prior to the date of ratification of the agreement (June 17th, 2004) and they will continue to receive the Sunday premium.

(b) Sunday is a regular workday for those employees hired after the date of ratification (June 17th, 2004), and those hours worked on Sunday will be paid at the employee's straight time hourly rate.

(c) Sunday work shall be in addition to the regular workweek for full time employees unless mutually agreed otherwise between the Employer and the employee concerned.

(d) Sunday work shall be part of the regular workweek for part time employees.

ARTICLE 12 -STATUTORY HOLIDAYS

12.01 The following holidays shall be recognized as paid holidays:

New Years Day

Labour Day

Family Day

Thanksgiving Day

Good Friday

Christmas Day

Victoria Day

Boxing Day

Canada Day

Full time employees who have at least one year of full time service are eligible to receive a paid day off on their Birthday or another day mutually agreed between the Employer and the employee. Employees hired or promoted to full-time after May 16th, 2010 shall not be eligible to receive the Birthday holiday.

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

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

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

12.03 Should a paid holiday recognized in this Agreement fall during an employee's vacation, he shall receive one additional day's pay at his regular wage rate or an additional day off with pay, to be taken on a date that shall be mutually agreed upon by the employee and the employer.

12.04 Employees who are required to work on a paid holiday shall be paid at time and a half (1 %) their applicable hourly rate of pay for hours worked on such paid holidays, in addition to the holiday pay.

ARTICLE 13 -VACATIONS

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

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

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

- 13.04 Employees who have been continuously employed for more than twelve (12) years shall be entitled to four (4) weeks vacation with pay calculated at 8% of their gross earnings of the previous calendar year.
- 13.05 Effective January 1, 2012, employees who have been continuously employed for more than twenty-five (25) years shall be entitled to five (5) weeks' vacation with pay calculated at 10% of their gross earnings of the previous calendar year.
- 13.06 The Employer agrees to make available vacation pay, paid separately on the week prior to going on vacation, provided the employee requests the payment two weeks in advance of the vacation. It is understood the employee will only be entitled to payment for the amount of vacation taken at that time.
- 13.07 Vacation schedules shall be posted by the Company not earlier than January 2nd of each year and remain posted until March 1st of such year. During such period, employees shall request their vacation time off to be taken. There shall be no changes to the vacation schedule after March 1st and employees shall then be entitled to take their vacations as scheduled. A copy of the completed vacation schedule shall be posted on the bulletin board no later than April 1st of each year. All vacation requests are subject to Manager/Owner approval.
- 13.08 (a) The vacation period shall be from January 1st to December 31st each year.
- (b) An employee's vacation entitlement shall be determined on the basis of his seniority date with the Employer; however, in the year where an employee's vacation entitlement changes, the additional days of vacation for that year will be prorated based on the seniority date in the following manner: the employee shall be entitled to .4 day of vacation for every month following his seniority date.
- (c) Vacations shall be scheduled by seniority for the first (2) weeks of vacation entitlement only.
- (d) Employees who are entitled to three (3) or more weeks of vacation may take three (3) or more weeks vacation consecutively only outside the months of June, July and August unless otherwise mutually agreed.
- (e) Employees shall be entitled to take up to three (3) weeks of vacation entitlement during the months of June, July and August.

(f) Notwithstanding the above Article, the Employer shall at all times be entitled to maintain a sufficient and qualified work force.

ARTICLE 14 - COMPENSATION

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

ARTICLE 15 - GRIEVANCE AND ARBITRATION

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

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

STEP ONE

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

STEP TWO

Between the employee concerned, the Union representative, the Manager, and/or the owner. National Grocers Co. Ltd. or a representative to be designated by it shall receive

a copy of the grievance and shall participate in the discussion at this Step at the request of either the Employer or the Union. National Grocers Co. Ltd. or its representative shall advise the Employer with respect to any matter in issue and the Employer shall give due and serious consideration to such advice, provided always that the decision shall be made by the Employer. The discussion at this Step shall be held within seven (7) working days of the date of the appeal. The decision of the Employer at this Step shall be in writing and be made within four (4) working days of the date of the meeting.

- 15.03 In the case of a dismissal, a grievance may be filed by an employee who feels he was unjustly dealt with. Such grievance must be filed within five (5) working days from the date of dismissal and shall commence at STEP TWO. In any subsequent disposal of this case during the grievance procedure, the Employer may re-instate the employee with full back pay, suspend the employee for a definite period or sustain the discharge.
- 15.04 Grievances concerning rates shall be handled in accordance with the above procedure and the disposition of such grievances, if sustained, shall include the determination of the effective date of the increase with *retro-activity* thereto.
- 15.05 The Employer and the Union may file grievances commencing at STEP TWO. If an Arbitrator finds that the Employer or the Union has violated the Collective Agreement, it shall have the power to award compensation to the Employer, the Union or any employee affected by the violation.
- 15.06 Any liability, financial or otherwise, of any individual Employer arising out of a violation of this Agreement shall be the sole and exclusive liability of such Employer and other Employers shall not be jointly or severally liable for such violations.
- 15.07 (a) Failing settlement under the foregoing procedure, such grievance may be submitted to Arbitration, as hereinafter provided;
- (b) The time limits as prescribed above may be modified by mutual agreement of the parties.

ARBITRATION

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

statement as to the issue to be arbitrated and shall include in its notice the name and address of its Nominee. The Arbitrator shall hear their dispute and the decision of the Arbitrator shall be final and binding upon the parties.

The Arbitrator shall not have any jurisdiction to alter or modify any of the provisions in lieu thereof, nor to make any decisions inconsistent with the terms and provisions of this Agreement. Each of the parties will share equally the expenses of the Arbitrator.

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

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

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

(c) Disciplinary warnings and/or reprimands which pre-date a disciplinary action by more than eighteen (18) months shall not be adduced in evidence against an employee in any subsequent disciplinary proceedings in which the employee is involved save and except that discipline related to harassment and/or violence in the workplace, in accordance with the Employer's policies, shall remain on an employee's disciplinary record for twenty-four (24) months.

ARTICLE 16 -WAGE5

16.01 The full-time wage rates and progressions shall be as set out in Appendix "C" attached hereto and forming part of this agreement.

16.02 Employee's pay shall be made available by direct deposit by noon on Thursday of each pay period for work performed in the previous pay period. An exception is when a

Holiday falls as defined in Article 12 whereby the pay will be made available by noon Friday. The employer agrees to pay wages within 14 days or provide a full cash advance on the 14th day.

16.03 (a) Head Cashier: Stores that have a weekly sales volume of \$150,000 or greater shall, effective one week following ratification, establish in each such store covered by this Collective Agreement the classification of "Head Cashier" which shall be paid according to the wage classification of "Head Cashier".

(b) In stores that have a weekly sales volume of less than \$150,000 weekly and a Franchisee designates one (1) employee to perform all normal duties related to a Head Cashier's responsibilities, such designated employees shall be paid in accordance with such wage classification of Head Cashier.

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

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

ARTICLE 17 -TEMPORARY WORK

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

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

(c) Where an employee is temporarily transferred to work as a department manager for one week then said employee will be paid a minimum increase of \$20.00 per week.

ARTICLE 18 - HEALTH AND WELFARE

- 18.01 The Employer agrees to pay 100% of the premiums for a benefit plan for its full time employees, which is made available through National Grocers Co. Ltd., attached hereto as Appendix "B".

ARTICLE 19 - LEAVE OF ABSENCE

- 19.01 Employees may request in writing for leaves of absence for legitimate reasons. The Employer will consider such request and may in its discretion grant such a request, having regard to the reason for the request, the duration of the absence and the needs of the business.
- 19.02 The Employer agrees that an employee appointed by the Union as a full-time President shall be granted leave of absence not to exceed three (3) years without pay while serving in such capacity. Such persons shall continue to accumulate seniority while serving as Union Representatives and shall be entitled to return to the bargaining unit, should their services be terminated by the Union, with full accumulated seniority.
- 19.03 The Employer shall grant leave of absence without pay to employees required to attend Union Conferences and Conventions, subject to the conditions set out in 19.01.

ARTICLE 20 - JURY DUTY

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

ARTICLE 21 -CO-OPERATION

21.01 (a) The Union shall be notified in writing of all Company Rules and Regulations covering those covered by this Agreement.

(b) The Union agrees to co-operate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the store and in caring for equipment and machinery.

ARTICLE 22 -WEARING APPAREL

22.01 (a) Full time employees will be provided with up to three (3) uniforms. These uniforms may be replaced yearly due to normal wear in the store. Any additional uniforms will be provided to employees at cost price. Employees shall be responsible for the cleaning of their own uniforms.

Notwithstanding the above, the Employer shall be responsible for the cleaning of meat department employees' aprons and/or coats as may reasonably be required.

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

(c) All employees that are required by the Employer to purchase and use safety footwear will be reimbursed thirty dollars (\$30.00) upon presentation of a receipt. Safety shoes must be entirely black in colour and must be Canadian Standards Approved (CSA). This reimbursement is on a one-time basis during the life of this agreement.

ARTICLE 23 -PART-TIME HELP

23.01 It is agreed and recognized by both the Union and the Employer that due to the nature of the Employer's business, it may be necessary to employ both full-time and part-time employees. The Employer agrees that part-time employees will not be scheduled to work in excess of twenty-eight (28) hours per week except in the circumstances outlined in Article 2.04 of Appendix "A".

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

ARTICLE 24 - NO STRIKE, NO LOCK-OUT

24.01 There will be no strike or lock-out during the term of this Agreement. The Employer has the exclusive right to determine what merchandise will be carried in *its* store, except that the Employer agrees that, in the event of a legal strike in the plant of a supplier, it will not handle merchandise from such plant, provided however, that merchandise that was on the premises of the Employer or in transit to the Employer's premises at the time such legal strike commenced, will be handled. In the event of strikes, lock-outs or similar problems involving suppliers of goods or service, the Employer and the Union agree to meet and discuss such situation as it involves the parties to this Agreement, to endeavor to solve such problems in the best interest of the Employer, the Union and the employees, to the best of the abilities of the parties.

ARTICLE 25 - BEREAVEMENT LEAVE

25.01 Should a bereavement occur in an employee's immediate family (spouse, child), the employee shall be granted such time off from work with pay as is reasonable under the circumstances, up to a maximum of four (4) days. In the case of a parent, parent-in-law, step parent, step child, brother, sister, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchild, the employee shall be granted such time off from work with pay as is reasonable under the circumstances, up to a maximum of three (3) days. A leave of absence on a compassionate basis will be granted upon request to a maximum of one (1) week. This leave shall be without pay.

ARTICLE 26 – HEALTH & SAFETY

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

- 26.02 (a) The Company shall make reasonable provisions for the safety and health of employees in the workplace.
- (b) The Union will cooperate in the enforcement of safety rules and regulations
- (c) A joint health & safety committee will be established. Such committee will have an equal number of bargaining unit and management members, and such committee will have a minimum of four (4) members. The Union shall appoint the bargaining unit members to such committee. The Health & Safety Committee shall meet quarterly.

ARTICLE 27 - RETRO-ACTIVITY

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

ARTICLE 28 - LETTERS OF UNDERSTANDING

- 28.01 The letters of understanding annexed hereto shall form part of this collective agreement.

ARTICLE 29 - TERM OF AGREEMENT

- 29.01 (a) This Agreement shall come into force and effect on the 16th day of May, 2010 and shall continue to the 16th day of May, 2013 and shall thereafter be automatically renewed for the period of three (3) years unless either party, on written notice to the other, within a period of not more than ninety (90) days before the expiry date serves notice of intent to terminate or modify the Agreement.
- (b) In the event either party serves notice of a desire to negotiate changes into this Agreement as above set out, it is agreed that the Employer and the Union, without undue delay, shall begin negotiations on the proposed changes.
- (c) Pending the results of negotiations, neither party shall change the conditions existing under the Agreement.

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION & GENERAL WORKERS' UNION OF CANADA, (CAW-Canada), Local 414

Larry Courchesne

Karen McArthur

David McDougall

Vital Barrette

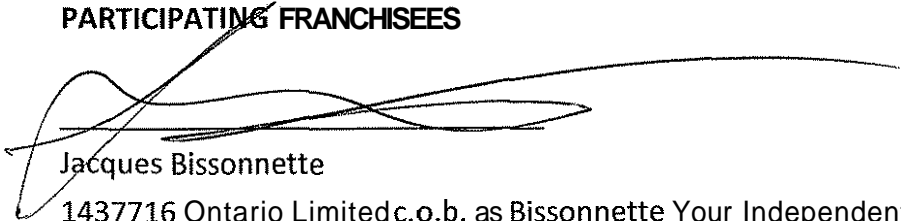
John Fiore

Mike Penfold, Staff Member

Michael Langdon, National Representative

Dave McCormick, Staff Member

PARTICIPATING FRANCHISEES




Jacques Bissonnette

1437716 Ontario Limited c.o.b. as Bissonnette Your Independent Dealer, 596 Montreal Road,
Ottawa (Ontario) K1K 0T9



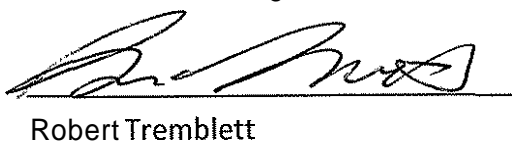
Grant Wilson

1265768 Ontario Limited c.o.b. as Bayview valu-mart, 3259 Bayview Avenue, Toronto (Ontario) M2K
1G4



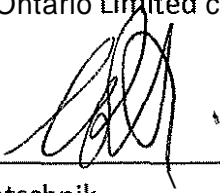
Jim Stroud

Stroudal Marketing Limited, 1125 Bloor Street East, Mississauga (Ontario) L4Y 2N6



Robert Tremblett

2126128 Ontario Limited cob as Tremblett's valu-mart, 1500 Bayview Avenue, Toronto (Ontario)
M4G 3B4



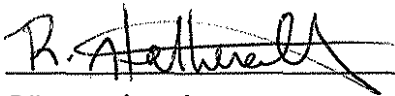
Egon Pototschnik

Stonegate Marketing Ltd., 150 Berry Road, Etobicoke (Ontario), M8X 1W3



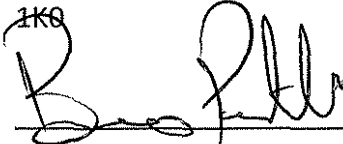
Mark Reid

1543892 Ontario Ltd., cob as Reid's vatu-mart, 42 Russell Street West, Lindsay (Ontario)
K9V 2W9



Riley Hatheral

2181214 Ontario Ltd., cob as Riley's valu-mart, 5 Main street, Box 73, Morrisburg (Ontario) K0C

1K9


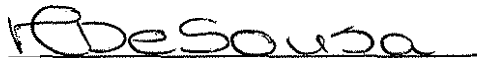
Bruno Perciballi

1619938 Ontario Ltd., cob as Donwood valu-mart, 83 Underhill, Don Mills (Ontario) M3A 2P5



Ed Ogden

1547351 Ontario Ltd cob as Danforth valu-mart, 985 Woodbine avenue, Toronto (Ontario) M4C
4B8



Maisie Desousa

2248123 Ontario Ltd., cob as Bloor Street Market, 55 Bloor Street West, Toronto (Ontario) M4W
1A5

National Grocers Co. Ltd agrees to discharge its obligations as defined in this Agreement as an
administrative party.

National Grocers Co. Ltd

APPENDIX "A"
Part-time Employees

ARTICLE 1 - RECOGNITION

- 1.01 For the purpose of this Appendix, a part-time employee is an employee who is normally scheduled to work twenty-eight (28) hours per week or less.

ARTICLE 2 - SENIORITY

- 2.01 Upon completion of ninety (90) days worked at each store, employees covered by this Appendix shall be deemed to have served their probationary period and then shall be placed on the seniority list of part-time employees and their seniority shall date back to the first day they commenced work for the employer.
- 2.02 (a) Seniority shall only be acquired and exercised on an individual store by store basis. Lay-offs and re-employment shall be based on seniority, skill and ability. The seniority rights of an employee shall be terminated after twelve (12) months following lay-off due to lack of work. In the event of an opening occurring in the full-time staff, employees covered under this Appendix shall receive preference for such full-time position in the store in which the employee has seniority providing they have the necessary seniority, job knowledge and competence.
- (b) Part-time employees are expected to attend work in accordance with their schedule of hours. When unable to attend, the employee must notify the Manager, Relieving Manager or Customer Service Manager at least two (2) hours, wherever possible, prior to his scheduled starting time, giving the reason why he is unable to attend.
- 2.03 Hours of work shall be allotted according to seniority by store, providing the senior employee(s) has the necessary skill and ability and knowledge to perform the work and is available.
- 2.04 It is agreed and recognized by both the Union and the Employer that due to the nature of the Employer's business, it may be necessary to employ both full-time and part-time employees. The Employer agrees that part-time employees will not be scheduled to

work in excess of twenty-eight (28) hours per week, except in the following circumstances:

- (i) when full-time and part time employees are absent;
- (ii) when part-time employees are absent due to illness;
- (iii) to cover off for vacations;
- (iv) from December 1st to January 1st;
- (v) during promotional periods where a major increase in business is anticipated.
- (vi) during the period from May 1st to September 30th

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

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

ARTICLE 3 - UNION SECURITY

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

ARTICLE 4 - FUNCTIONS OF MANAGEMENT

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

ARTICLE 5 -DISCHARGE AND DISCIPLINE

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

ARTICLE 6 - DISCRIMINATION

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

ARTICLE 7 - UNION PRIVILEGES

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

ARTICLE 8 - HOURS OF WORK

8.01 The regular working day shall consist of up to eight (8) hours for all employees. The schedule of hours shall be posted on Thursday of the prior week. Changes to scheduled hours may be made for legitimate reasons and the employee will be notified as far as possible in advance.

8.02 (a) If a part time employee is called-in or scheduled to report for work and no work is available, students and non-students shall receive three (3) hours' pay.

8.03 (a) Part-time employees will not restrict their availability arbitrarily.

(b) Employees shall complete a declaration of availability form on a tri-annual (3 times per year) basis. The dates by which these forms must be submitted to the Employer and are effective are the following:

i) Submitted on the first Saturday of the month of January to be effective on the second Sunday of the month of January.

ii) Submitted on the first Saturday of the month of May to be effective on the second Sunday of the month of May.

- iii) Submitted on the first Saturday of the month of September to be effective on the second Sunday of the month of September.

Students shall submit their availability the second week of September.

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

Employees hired after the date of ratification of this article, March 22, 2001, will be required to be available for work on the days agreed upon at time of hiring until they can submit a declaration of availability in accordance with the above requirements.

(c) Employees who wish to temporarily restrict their declared availability shall do so by completing a temporary declaration of availability form which must be submitted no later than the Saturday prior to the schedule being posted. The Company will make reasonable efforts to accommodate the requested availability change.

- 8.04 It is understood that those employees who choose to restrict their availability may suffer a reduction in total hours pursuant to reasonable business needs of the Company. It is understood that the Company will not be obliged to create shifts to accommodate such employees.
- 8.05 The Company agrees to provide the Union Steward with a copy, if requested, of the weekly schedule and declaration of availability forms.
- 8.06 The Company agrees it shall schedule and call-in employees in a consistent fashion without discrimination to any employee.
- 8.07 The Company agrees to-call in by seniority, provided that the employee is available and possesses the ability and qualifications to do the job, and providing such call-in does not create an over-time situation.
- 8.08 (a) For other employees not described in paragraph 4, scheduling will be done in a step down fashion based on seniority, skills, and qualifications to do the job and availability as described in this article.

(b) The Company agrees it will not schedule employees in an arbitrary or discriminatory fashion by creating major gaps in the number of hours scheduled to senior employees as compared to more junior employees.

ARTICLE 9 - OVERTIME

9.01 The provisions of Article **11** except article **11.04** and **11.02** of this Agreement affect all employees covered by this Appendix.

ARTICLE 10 -STATUTORY HOLIDAYS

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

ARTICLE 11 -VACATIONS

11.01 (a) Part-time employees shall receive vacation pay based on **4%** of their gross earnings for the previous year. Effective January **1st, 2012** part-time employees with ten (10) or more years of service shall receive vacation pay based on **6%** of their gross earnings for the previous year..

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

ARTICLE 12 -WORKERS' COMPENSATION

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

ARTICLE 13 - GRIEVANCE AND ARBITRATION

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

ARTICLE 14 -WAGES

14.01 The part-time wage rates and progressions shall be as set out in Appendices "E & F" attached hereto and forming part of this agreement. The provisions of Article 11.07 (a) and (b) of the full time agreement affect all employees covered by this Appendix.

ARTICLE 15 -REST PERIODS

15.01 Employees covered by this Appendix shall be entitled to one (1) fifteen (15) minute paid rest period for each four (4) hour period worked. Each rest period shall be scheduled as near as possible to the midpoint of each "half shift". Employees working eight (**8**)hours shall be entitled to an unpaid lunch period of one (**1**)hour or one-half (1/2) hour, as may be mutually agreed, between the employee and the Employer in accordance with the Employment Standards Act.

ARTICLE 16 -WORKING CONDITIONS

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

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

ARTICLE 17 - BEREAVEMENT LEAVE

17.01 Should a bereavement occur in an employee's immediate family (spouse, child), the employee shall be granted such time off from work with pay, if scheduled, as is reasonable under the circumstances, up to a maximum of four (4) days. In the case of a: parent, parent-in-law, step parent, step child, brother, sister, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchild, the employee shall be granted such time off from work with pay, if scheduled, as is reasonable under the circumstances, up to a maximum of three (3) days. A leave of absence on a compassionate basis will be granted upon request to a maximum of one (**1**)week. This

leave shall be without pay. Bereavement leave shall be granted, as outlined above, for consecutive days immediately following the death.

ARTICLE 18 - NO STRIKE, NO LOCK-OUT

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

ARTICLE 19 -WEARING APPAREL

19.01 (a) Part time employees will be provided with one (1) uniform; those part time employees who work three shifts per week or more will be provided with two uniforms. These uniforms may be replaced yearly due to normal wear in the store. Any additional uniforms will be provided to employees at cost price. Employees shall be responsible for the cleaning of their own uniforms.

Notwithstanding the above, the Employer shall be responsible for the cleaning of meat department employees' aprons and/or coats as may reasonably be required.

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

(c) All employees that are required by the Employer to purchase and use safety footwear will be reimbursed \$25.00 upon presentation of a receipt. Safety shoes must be entirely black in colour and must be Canadian Standards Approved (CSA). This reimbursement is on a one-time basis during the life of this agreement.

ARTICLE 20 -TERM OF AGREEMENT

20.01 The provisions contained in Article 29 of this Agreement affect all employees covered by this Appendix.

APPENDIX "B"

Full time Employee Benefits

Group Life Insurance

Class B-one times annual earnings

- all amounts of insurance are rounded up to the next higher \$1,000 amount
- benefit ceases at retirement
- maximum issue limit --- \$300,000

Accidental Death & Dismemberment benefit

The principal amount is equal to the amount of Group Life Insurance.

Weekly Indemnity benefit (Short Term disability)

Benefits are based on 66.7% of weekly earnings rounded to the next higher \$1, if not already a multiple thereof, with a maximum benefit equal to the greater of \$413 or Employment Insurance Maximum benefit amount. Benefits commence on the 1st day in the event of accident, 4th day in the event of sickness, 1st day if hospitalised due to sickness and are payable for 52 weeks.

Benefits commence following the Qualifying Period and will continue up to the date Employment Insurance Sickness (E.I.) benefits would normally commence.

No benefits are payable during the 15 week period that E.I. benefits are normally payable. Following this period, if you continue to be disabled, benefits will recommence and be payable up to the Maximum Benefit Period.

The Maximum Benefit Period includes the 15 week period during which E.I. benefits are normally payable.

- claim payments received are taxable benefits
- benefits cease at age 70, or retirement, whichever is earlier

Long Term disability

Benefits are based on 66.7% of monthly earnings rounded to the next higher \$1, if not already a multiple thereof, up to a maximum benefit of \$1,500. Benefits commence on the 366th day in the event of accident or sickness and are payable to age 65.

- claim payments received are taxable benefits
- benefits cease at the earlier of retirement or age 65. Coverage for active employees ceases at age 65 less the elimination period.

Health Care Benefits

*Hospital Benefits — in Canada only

- semi-private room accommodation
- paid directly to the hospital
- program pays 80% of the eligible expense

Convalescent Care Facility

- program pays to a maximum of 180 days

Worldwide Travel Benefits

- benefits are provided for an accident or unexpected illness outside the province of residence
- payment assistance through World Assistance
- program pays 100% of the eligible expense

*Extended Health Benefits

- reimbursement to the employee
- program pays 80% of the eligible expense
- \$50,000 per lifetime, per insured person

*Drug Benefits- Includes prescription drug items approved by Atlantic Blue Cross Care and certain over-the-counter items which are considered life-saving in nature and which are approved by Atlantic Blue Cross Care and also includes ASA, selected vaccines and smoking cessation products to a lifetime maximum of \$300.

Certain prescription-requiring drugs on the eligible drug benefit list may be subject to quantity maximums, dollar maximums, deductibles, co-payments or other maximums as approved by Atlantic Blue Cross Care.

- e Anti-smoking Drugs - \$300 per lifetime
- Fertility Drugs - \$15,000 per lifetime
- Viagra - \$1,000 per calendar year
 - reimbursement to the employee
 - program pays 80% of the eligible expense

Deductible: \$25/single per calendar year

\$50/family per calendar year

*combined deductible applies to Hospital, Extended Health and Drug Benefits only

Dental care Benefits

Exclusions

- TMJ Appliances
- Implants and implant related codes

Basic Services

- reimbursement to the employee
- after satisfying an annual deductible the program pays 100% of the eligible expense
- maximum payment of \$1,000 per person per calendar year

Fee Schedule

- the Fee Guide for General Practitioners in effect on the 1st of January, 2 year(s) previous to the current year and approved by the Provincial Dental Association in the Province where the Employee resides

Deductible: \$25/single per calendar year

\$50/family per calendar year

Termination: All Health and Dental benefits cease at the earlier of retirement, termination of employment or age 70.

Survivor benefits

In the event of the employee's death, coverage for surviving eligible dependents under age 65 may be continued in force but not beyond:

1. if the Dependent would cease to qualify as a Dependent, even if the Employee were still alive; or
2. if the Dependent obtains similar coverage elsewhere, or
3. if this Policy terminates, or
4. 2 years after the employee's death

Optical plan

The Company will provide an Optical Plan to full time employees for family coverage of \$125.00 dollars every twenty four (24) months.

APPENDIX "C"

Full-Time Wages

	MAY 16, 2010	May 16, 2011	May 16, 2012
Assistant Manager & Meat Manager	\$19.60	\$19.85	\$20.15
Grocery, Produce, Deli, Bakery & Combination (Deli/Bakery Mgr)	\$17.60	\$17.85	\$18.15
Head Cashier	\$17.60	\$17.85	\$18.15
Meat Cutter			

6 months	\$13.75	\$13.75	\$13.75
12 months	\$14.75	\$14.75	\$14.75
18 months	\$15.75	\$15.75	\$15.75
24 months	\$17.60	\$17.85	\$18.15
Grocery, Produce Clerk & Cashier			
Start	\$10.75	\$10.75	\$10.75
6 Months	\$11.25	\$11.25	\$11.25
12 Months	\$11.75	\$11.75	\$11.75
18 Months	\$12.25	\$12.25	\$12.25
24 Months	\$12.75	\$12.75	\$12.75
30 Months	\$13.25	\$13.25	\$13.25
36 Months	\$16.10	\$16.35	\$16.65

Note: Employees shall receive wage adjustments based on their seniority dates until the maximum rate of the classification in which they are classified is achieved.

Full time employees who are on the payroll who are at or beyond the end rate of pay for their classification on the May 16th, 2010 will be provided with the following wage increases:

- Effective on the first pay week following the <Date of Ratification>, the Employer shall provide a wage increase of twenty-five (25) cents per hour.
- Effective on the first pay week following one (1) year from May 16th, 2010, the Employer shall provide a wage increase of twenty-five (25) cents per hour.
- Effective on the first pay week following two (2) years from May 16th, 2010, the Employer shall provide a wage increase of thirty (30) cents per hour.

These wage increases are only to be applied to the end rates of the wage progressions as set out above.

Full time employees classified as Grocery, Produce Clerk & Cashier who are on the payroll as of May 16th, 2010 and are progressing through the monthly progression shall achieve the end rate upon completion of twenty-four (24) months. Employees hired or promoted to the position of full time Grocery, Produce Clerk & Cashier after May 16th, 2010 shall achieve the end rate upon completion of thirty-six (36) months.

Notwithstanding the wage progressions for full-time employees, where there is an increase in the Ontario minimum wage rate it shall become the new start rate and those employees so affected shall remain at such rate until their months worked with the Employer would permit them an increase in their rate of pay in accordance with the wage progressions.

Pension – Full time only:

Effective on the April 15, 2007, the Employee may make a fifteen (15) cents per hour contribution and the Employer shall match the employee contribution to a “locked in” RRSP.

APPENDIX "D"

Part-time Wages

The following minimum hourly wage rate of pay set forth below shall become effective as and from the following dates and shall remain in full force and effect for the term of this Collective Agreement.

0 – 300 hours	\$10.25	\$10.25	\$10.25
301 – 650 hours	\$10.30	\$10.30	\$10.30
651 – 1300 hours	\$10.35	\$10.35	\$10.35
1301 – 1950 hours	\$10.40	\$10.40	\$10.40
1951 – 2600 hours	\$10.45	\$10.45	\$10.45
2601 – 3250 hours	\$10.50	\$10.50	\$10.50
3251 – 3900 hours	\$10.55	\$10.55	\$10.55
3901 – 4550 hours	\$10.60	\$10.60	\$10.60
4551 – 5200 hours	\$10.65	\$10.65	\$10.65
5201 – 5850 hours	\$10.70	\$10.70	\$10.70
5851 – 6500 hours	\$10.75	\$10.75	\$10.75
6501 + hours	\$11.20	\$11.40	\$11.65

Effective May 16th, 2010 employees shall be placed on the new wage progression in accordance with their actual hours worked.

Part time employees on the payroll who are at or beyond the end rate of pay for their classification as of the May 16th, 2010 will be provided with the above noted end rate increases.

Effective May 16th, 2010 the following minimum hourly rates of pay will apply to all part-time students:

	MAY 16, 2010
0 – 300 hours	\$9.60
301 – 650 hours	\$9.65
651 – 1300 hours	\$9.70
1301 – 1950 hours	\$9.75
1951 – 2600 hours	\$9.80

A student is defined as an employee under the age of 18 who is actively undertaking a course of study.

Upon reaching their 18th birthday or upon permanently ceasing to be a student an employee will move from the Part Time Student wage progression to the regular Part Time wage progression at the wage rate dictated by their accumulated hours.

Part time employees working as packer/service clerks shall progress under the part-time hourly wage progression, but shall progress to the maximum end rate of 1,951 hours.

Notwithstanding the wage progressions for part-time employees, where there is an increase in the Ontario minimum wage rate it shall become the new start rate and those employees so affected shall remain at such rate until their hours worked with the Employer would permit them an increase in their rate of pay in accordance with the wage progressions.

APPENDIX "E"

Part time employee availability form

Name: _____

Store: _____

Employee#: _____

Classification: _____

Seniority Date: _____

Department: _____

Availability as of _____

	AM	PM	PM
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			
SUNDAY			

Note:

X: 00:01 TO 24:00 denotes the part-time employee is available either for the day or the night shift

J: 07:30 TO 22:00 denotes the part time employee is available for the day shift

Z: 21:00 TO 8:30 denotes the part time employee is available for the night shift

O: denotes the part time employee is not available for the complete day. The part time employee indicates his availability for part of the day by specifying the hour when he can start and end his day.

Employee's Signature: _____

Owner(s) / Manager / Store Manager Signature: _____

Date Form Completed: _____

Copies to: Owner(s)/Manager/Store Manager
 Union Steward
 Employee

Letter of Understanding # 1

Mr. Michael Langdon
National Representative
National Automobile, Aerospace, Transportation & General Workers' Union of Canada, (CAW-
Canada), Local 414
205 Placer Court
Toronto, Ontario
M2H 3H9

Dear Mr. Langdon:

Re: Saturdays as a Day-Off

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

Yours very truly,

NATIONAL GROCERS CO. LTD

"Nicole Leclerc"

Nicole Leclerc

Senior Director, Labour Relations & Employee Development Services

Letter of Understanding # 2

Mr. Michael Langdon
National Representative
National Automobile, Aerospace, Transportation & General Workers' Union of Canada, (CAW-
Canada), Local 414
205 Placer Court
Toronto, Ontario
M2H 3H9

Dear Mr. Langdon:

Re: Alternate Employment

The Employer will consider alternative employment for any employee who becomes disabled during the term of the Collective Agreement, on a case by case basis, in accordance with the Ontario Human Rights Code.

Yours very truly,

NATIONAL GROCERS CO. LTD

Dave Graf

Vice President, Labour Relations

Letter of Understanding# 3

Mr. Michael Langdon
National Representative
National Automobile, Aerospace, Transportation & General Workers' Union of Canada, (CAW-
Canada), Local 414
205 Placer Court
Toronto, Ontario
M2H 3H9

Dear Mr. Langdon:

Re: Incentive Programs

The Employers may, from time to time, introduce incentive programs in addition to the prevailing wage schedules.

Yours very truly,

NATIONAL GROCERS CO. LTD

Dave Graf
Vice President, Labour Relations

Letter of Understanding# 4

Mr. Michael Langdon
National Representative
National Automobile, Aerospace, Transportation & General Workers' Union of Canada, (CAW-
Canada), Local 414
205 Placer Court
Toronto, Ontario
M2H 3H9

Dear Mr. Langdon:

Re: Part Time Optical Benefit

The parties agree that a part time optical benefit will be provided to employees as described below.

Eligible employees will be reimbursed up to eighty (80) percent of the cost of frames, lenses, prescription contact lenses, and the fitting of prescription eye glasses when recommended by a doctor or optometrist up to a maximum of one hundred and twenty-five (125) dollars during the life of the agreement.

Eligible employees must have five (5) years of active continuous service and must have worked a minimum of seven hundred and fifty (750) hours in the year preceding any reimbursement. This plan provides employee coverage only.

Yours very truly,

NATIONAL GROCER5 CO. LTD

Dave Graf
Vice President, Labour Relations

Letter of Understanding# 5

Mr. Michael Langdon
National Representative
National Automobile, Aerospace, Transportation & General Workers' Union of Canada, (CAW-
Canada), Local 414
205 Placer Court
Toronto, Ontario
M2H 3H9

Dear Mr. Langdon:

Re: Make UP Employee Sick Time

Notwithstanding Article 11, Hours of Work and Overtime, a full-time employee who is absent from work due to sickness shall be entitled to the following:

In the four (4) weeks subsequent to the absence a full-time employee shall be eligible to work the equivalent number of hours of the absence at a time to be mutually agreed upon between the Employer and the employee.

The maximum number of equivalent hours shall be limited to forty (40) hours over a maximum of five (5) occurrences per calendar year. It is understood that these provisions shall not apply in the instance where an employee is eligible for payment for the absence by some other form of coverage.

Yours very truly,

NATIONAL GROCERS CO. LTD

Terry McArthur
Sr. Director, Labour Relations