

AGREEMENT

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between

**NO FRILLS FRANCHISE STORES
1994-1997**

and



**UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
A.F.L. - C.I.O. - C.L.C., LOCAL 1000A**

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AGREEMENT ~~the 22nd day of January, 1994~~

BETWEEN :

NO FRILLS FRANCHISE OWNERS

(hereinafter called the "Employer")

- and -

**UNITED FOOD AND COMMERCIAL WORKERS
UNION, LOCAL 1000A**

(hereinafter called the "Union")

WITNESSETH and is hereby agreed as follows. -

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.

ARTICLE 2 - RECOGNITION

2.01 The Undersigned Employers and other New Franchisees required as a condition of their franchise agreement to participate in the terms of this Agreement, recognizes the Union (U.F.C.W. Local 1000A) as the sole and exclusive bargaining agency for all employees save and except Produce Manager, Bookkeeper, Owner/Manager and persons above the rank of owner/manager.

2.02 A full-time employee covered by this Agreement shall be an employee who is on the full time seniority list who is normally scheduled to work forty (40) hours each week, over a five day period. This shall not be construed as a guarantee of hours of work.

2.03 A part-time employee is one who is normally scheduled to work twenty-four (24) hours or less per week. No part-time employee shall work in excess of twenty-four (24) hours in any week, except as permitted by Article 3.04 of Appendix "A" of this Agreement. The conditions of work of part-time employees shall be governed by Appendix "A" of this Agreement.

ARTICLE 3 - UNION SECURITY

1/2 ↓ 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. 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.

2/11 ↓ 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 such Dues 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 New employees shall be documented and documents forwarded to the Union Office within two (2) weeks of hiring.

10/30 ↓ 3.05 The first thirty (30) 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.

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 subject to the employee consenting to the use of his or her social insurance number, separated into full and part-time.

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 (a) No employee shall be discharged or disciplined except for just and sufficient cause. The Union agrees to co-operate in an endeavour to correct inefficiencies of employees which might necessitate disciplinary action. Discharge or discipline grievances may be settled by confirming the Company's decision or by reinstating the discharged or suspended employee with full compensation for time lost, less interim earnings if applicable, or by any other arrangement which is just and equitable in the opinion of the parties or of a Board of Arbitration if the matter is referred to it.

(b) The Owner agrees that whenever an interview is held with an employee regarding his work or conduct which becomes part of his record, the store steward or if there is no steward in the store then the Union Area Representative shall be present at such interview. The party representing the Union will leave the meeting if requested to leave by the employee.

5.02 (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.

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

ARTICLE 6 - DISCRIMINATION

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

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

ARTICLE 8 - UNION PRIVILEGES

8.01 Authorized representatives of the Union shall be entitled to visit any store covered by this Agreement for the purpose of observing working conditions, interviewing members and ensuring that the terms of this Agreement are being implemented.

The interviewing of an employee shall be permitted after the Owner, or in his absence, the appropriate management representative has given his consent, which shall not be unreasonably withheld.

8.02 The Owners agree to provide a bulletin board in each of its stores in a satisfactory place and agree that the Union may post notices on such boards subject to the review and acceptance by the Owner. Such acceptance will not be unreasonably withheld.

ARTICLE 9 - SHOP STEWARDS

9.01 The Union shall have the right to appoint one (1) Shop Steward and one (1) alternate Shop Steward for the store.

9.02 The Owners agree to recognize officers so designated, in writing

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by the Union from each store and to grant time off with pay as may be reasonably necessary to service any grievance or potential grievance within their hours of work that day within the store.

ARTICLE 10 - SENIORITY

10.01 Seniority shall be recognized by the Employer and shall be based on the length of continuous service while in the bargaining unit with the employer. It is agreed that employees will continue to acquire and exercise seniority on a departmental basis (grocery-produce, bakery, deli, meat) within the bargaining unit basis.

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 thirty (30) 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.

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10.03 (a) Employees with less than one (1) year's service at a store will be given one (1) week's notice of lay-off or one (1) week's pay in lieu of notice. Employees with more than one (1) year's service at a store will be given two (2) weeks' notice of lay-off or two (2) weeks' pay in lieu of notice. Employees with more than two (2) years but less than five (5) years of service will be given three (3) weeks notice or three (3) weeks pay in lieu of notice. Employees with more than five (5) years but less than eight (8) years of service will be given four (4) weeks notice or four (4) weeks pay in lieu of notice. For clarity this provision is not in addition to Employment Standards Act.

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(b) Lay-off and re-employment shall be based on seniority, availability, qualifications and ability to perform the work.

10.04 Seniority lists for full-time employees shall be posted by the Employer quarter annually.

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) Persons returning to or entering the bargaining unit, shall not cause the demotion of employees within the bargaining unit.

(c) Anyone promoted to a Management position subsequent

the date of ratification of this agreement will maintain bargaining unit seniority based on their length of service within the bargaining unit.

(d) A person who has never been in the bargaining unit shall not be recalled to work by the bargaining unit unless bargaining unit employees who are off and on recall have the seniority for recall. If he has been on recall has the seniority, seniority, seniority to the work.

10.06 An employee shall lose his seniority and shall be terminated from the employ of the Company if he:

- (a) voluntarily leaves the employment of the Employer;
- (b) discharged for

(c) is absent from work for more than three (3) working days without prior notification to the Employer;

(d) is absent from work for more than three (3) days and fails upon return to work to produce a doctor's certificate verifying such absence and the reason for such absence;

(e) fails to return to work after a recall from lay-off within seven (7) days after the delivery of notice of recall by registered mail;

(f) fails to return to work upon the expiration of a leave of absence unless his failure to return is for reasonable cause;

(g) fails to undergo a medical examination by a qualified medical professional when requested by the Employer;

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(h) is not recalled to work when laid off due to lack of work, if he is not recalled to work within an eighteen (18) month period length of his seniority, whichever is the lesser, but in no event, less than six (6) months period.

10.0 The Owner agrees to recognize the accumulation of the seniority of an employee if he is absent from work due to an accident or compensation upon his return to work.

10.08 In the event a vacancy occurring for a full-time bargaining unit position employees under the "A" of this agreement shall be given preference.

shall receive preference for such full-time positions provided they have the necessary availability, ability and qualifications to perform the work.

10.09 (a) Full time employees who are laid off from full time employment shall if they so desire, be placed on the part time seniority list based on the length of their accumulated full-time and if applicable, part-time service with the Employer and shall be given preference for available part-time work in so far as that length of service entitles them.

Such employees shall be eligible for vacation entitlement based on that length of service. Such employees shall receive the lesser of their full-time hourly rate at the time of their layoff or the end rate of their part-time wage progression.

(b) Full-time employees who voluntarily terminate from full-time employment shall, by mutual agreement with the Owner, be placed on the part-time seniority list based on the length of their accumulated full-time and if applicable part-time service with the Employer and shall be given preference for available part-time work in so far as that length of service entitles them.

Such employee shall be eligible for vacation entitlement based on that length of service. Such employees shall receive the lesser of their full-time hourly rate at the time of their termination or the end rate of the part-time wage progression.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

11.01 Employees are expected to attend work regularly. When unable to attend, the Owner, or designate must be notified, as soon as it is reasonably 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 Owner or designate can call him relative to his absence.

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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. A night shift premium of fifty (55) cents per hour shall be paid to any full-time or part-time employee who works on a night shift commencing at 12 a.m. midnight and ending not later than 8:30 a.m. and such shift shall be eight (8) hours in duration. In the event a regularly scheduled night shift of forty (40) hours is implemented, such night shift shall be scheduled on the basis of five (5) consecutive nights of eight (8) hours in duration.

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Any full-time or part-time employee who is scheduled to work beyond 11 p.m. shall be paid a thirty (35¢) per hour premium for all hours worked beyond normal store **closing time**.

11.03 (a) Overtime at the rate of time and one-half (1-1/2) the regular hourly rate will be payable after eight (8) hours in a day and forty (40) hours in a week for all full-time employees. Employees who are required to work on their scheduled day off shall work no less than four (4) hours.

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(b) Overtime at the rate of two (2) times the regular hourly rate will be payable for all hours **worked on Statutory Holidays**. Sunday work shall be voluntary. Any employee scheduled for work on a Sunday will be scheduled for a minimum of two (2) hours.

(c) (i) The Employer agrees that the store will not be opened for customer shopping convenience on Sundays unless legally permitted to do so under the Retail Business Holidays Act.

(ii) Sunday work shall be over and above the forty (40) hour work week for full time employees unless mutually agreed otherwise between the Owner and the employee concerned. Sunday work shall be part of the twenty-four (24) hours per week for part time employees.

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Sunday work is voluntary for all employees.

Any employee who volunteers and is scheduled to work on a Sunday shall be paid their regular hourly rate plus \$1.60 premium for every hour worked unless such hours command a higher payment pursuant to legislation then the \$1.60 per hour premium will not apply.

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(d) An employee called back to work after the completion of his shift or called in more than three (3) hours prior to the commencement of his shift will receive two (2) times the standard rate of pay for such hours and all such work shall be on a voluntary basis.

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(e) The Employer may call employees in to attend a staff meeting of up to two (2) hours duration not more than four (4) times per calendar year. The Employer agrees that attendance at such meetings shall be voluntary. For clarity the rate payable for the attendance is at the straight time rate;

11.04 During each workday, employees shall be granted two (2) rest

periods with pay of fifteen (15) minutes in duration each and one (1) hour unpaid (one-half [1/2] hour by mutual consent) meal period, scheduled at the mid-point of each half shift and the mid-point of the daily shift. When an employee works in excess of three (3) hours overtime in which there is no meal period, the employee shall be entitled to receive a paid rest period of fifteen (15) minutes.

11.05 Employees will be allowed one (1) full day off each week. An employee's day off and his schedule of daily hours shall be posted not later than Friday at 9:00 a.m. of the previous week. The store steward will be given a copy of work schedules. Employee's meal periods shall be based on the commencement of their shift. Employees will be given three (3) working days notice of changes in their regular working schedule, except for absences and where the employee and the Owner mutually agree to the change.

11.06 Employees may be designated to work two (2) nights per week for customer shopping convenience after 6:00 p.m.

11.07 The Owner agrees that the store will not be open on the evenings of Christmas Eve, Christmas Day or the evening of New Year's Eve.

ARTICLE 12 - STATUTORY HOLIDAYS

12.01 The following holidays shall be recognized as legal holidays:

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

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12.02 To qualify for pay for a legal holiday, the employee must work his last scheduled working day preceding the holiday and his first scheduled working day after the holiday unless he has secured permission from his Store Owner or his designate to be absent on one of the qualifying days. Employees who are off on compensation, accident or illness shall receive legal holiday pay if they have worked within fifteen (15) days of the holiday. They shall receive the difference between the legal holiday pay and what they otherwise receive from the Insurance Company and/or Workers' Compensation. Should a legal holiday occur within an employee's leave of absence, he shall not be paid for such legal holiday.

An employee required to work on any of the aforementioned holidays shall receive two (2) times his regular hourly rate for all hours worked.

12.03 Work on any of the aforementioned holidays shall be voluntary and no employee shall be coerced to work.

ARTICLE 13 - VACATIONS

13.01 Employees who have been employed by the Company for less than one (1) year at March 1 shall be paid vacation as outlined in the Employment Standards Act. *54*

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13.02 Employees who have been employed for more than one (1) year but less than five (5) years at March 1 shall be entitled to two (2) weeks vacation with pay or four (4%) whichever is greater.

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13.03 Employees who have been employed for more than five (5) years but less than ten (10) years at March 1 shall be entitled to three (3) weeks vacation with pay or six (6%) whichever is greater.

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13.04 Employees who have been employed for more than ten (10) years but less than eighteen (18) years at March 1 shall be entitled to four (4) weeks vacation with pay or eight (8%) whichever is greater.

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13.05 Employees who have been employed for more than eighteen (18) years or more at March 1 shall be entitled to five (5) weeks vacation with pay or ten (10%) percent whichever is greater.

13.06 The qualifying date for vacation entitlement shall be March 1st of the current year. The percentage entitlement shall be based on T4 earnings in the previous calendar year. Notwithstanding the above where an employee is absent on layoff, leave of absence, sickness, pregnancy leave, accident (not including WCB) and such absence is for a period longer than one (1) month than his vacation benefits shall be paid on a pro rata basis. When an employee has been absent for more than one (1) year he shall not be entitled to vacation pay regardless of the reason.

13.07 When a legal holiday as defined in Article 12 occurs during the employee's vacation period, the employee shall be entitled to receive either one (1) day's extra vacation or one (1) day's pay, as follows:

(a) Wherever possible, the extra day is to be taken in conjunction with the vacation, at either the beginning or the end of the vacation

period, i.e., Saturday preceding or Monday following.

(b) In certain cases, the employee may wish to save the extra day for a special occasion later in the year. The day off will be by mutual agreement between the employee and the Owner.

(c) If the day prior to or succeeding the vacation period cannot be given and the employee does not wish to take it at a later date, he would then receive an extra day's pay.

(d) Arrangements under this section are to be completed prior to the commencement of the vacation period.

13.08 The completed vacation schedule shall be posted on May 1 of each year. The Owner agrees that they will not change the vacation period of any employee unless unforeseen circumstances arise. Such changes shall be by mutual consent between the employee and the owner. Any employee who has not submitted their vacation plan by April 15 will only be permitted to book vacation at a time that will not interfere with another employee's vacation. The Union encourages all employees to submit their vacation plans as early as possible.

13.09 An employee who becomes disabled and is eligible for; and properly qualifies for; to the satisfaction of the carrier, Weekly Indemnity, while on vacation, excluding the first three days of sickness, if applicable, shall revert to Weekly Indemnity Benefits and the balance of his vacation will be held in abeyance and will be taken at a later time to be mutually agreed upon between the Employer and the employee.

ARTICLE 14 - COMPENSATION

14.01 The Employer agrees that it will continue to be enrolled under the provisions of the Workers' Compensation 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 Owner. 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 Owner shall give an oral decision within four (4) working days from the date the discussion took place. If the Union wishes to appeal to the next Step, the grievance shall be reduced to writing and the appeal shall be filed with the Owner within six (6) working days from the Owner's oral decision.

STEP TWO

Between the employee concerned, the Union representative, the Department Manager, and the Owner. 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. Should the Union wish to appeal, such notice of appeal must be in writing to the owner/operator within one (1) week of the decision of the Company at **STEP TWO**.

STEP THREE

The grievance shall be forwarded to the Employer, which shall have one (1) week to dispose of the grievance. The disposition shall be in writing and returned to the officers of the Union. If considered necessary by the parties, a meeting may be held by the parties and may include the interested persons. If a meeting is held, the decision shall be given to the other party within seven (7) days from 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 STEPTHREE.

15.06 (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

15.07 Should the grievance involve the misinterpretation or alleged violation of the Agreement, either party may be free to appeal to Arbitration from STEPTHREE within thirty-one (31) days from the date the decision was given at this STEP. 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 to a Board of Arbitration. The other party shall within one (1) week of its receipt of the notice nominate its member to the Board of Arbitration and so advise the other party. If the two Nominees are unable to agree upon the choice of a third Member to act as Chairman, the Minister of Labour for the Province of Ontario shall be requested to appoint a Chairman. The Board shall hear their dispute and the decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs and shall be final and binding upon the parties.

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

Each of the parties hereto will bear the expenses of the Nominee appointed by it and will share equally the expenses of the Chairman of the Board of Arbitration.

The parties may mutually agree that a single Arbitrator shall be appointed in the place of a Board of Arbitration. In the event that the parties agree on a single Arbitrator, the Arbitrator shall have the same powers as a Board of Arbitration under this Agreement.

15.08 The parties agree that an Arbitration Board 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.

ARTICLE 16 - WAGES

16.01 Effective as of the date of ratification, the Employer will increase the full-time end rates of pay .20 cents per hour.

The following minimum rates of pay will become effective as of the date of ratification for these classifications within the bargaining unit.

Grocery-Produce Clerk- Cashier - Wrapper - Service	\$ 6.80
6 months	8.10
12 months	9.40
18 months	10.70
24 months	12.30
Bakery Manager	\$ 15.30
Assistant Mgr.	\$ 15.30

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16.02 Effective as of January 23, 1995, the Employer will increase the full-time end rates of pay .30 cents per hour.

The following minimum rates of pay will become effective as of January 23, 1995 for these classifications within the bargaining unit.

Grocery-Produce Clerk- Cashier - Wrapper - Service	
Start	\$ 6.80
6 months	8.10
12 months	9.40
18 months	10.70
24 months	12.60
Bakery Manager	\$ 15.60
Assistant Mgr.	\$ 15.60

16.03 Effective as of January 22, 1996, the Employer will increase the full-time end rates of pay .30 cents per hour.

The following minimum rates of pay will become effective as of

January 22, 1996 for these classifications within the bargaining unit.

**Grocery-Produce Clerk-
Cashier - Wrapper - Service**

Start	\$ 6.80
6 months	8.10
12 months	9.40
18 months	10.70
24 months	12.90

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Bakery Manager	\$ 15.90
Assistant Mgr.	\$ 15.90

16.04 Notwithstanding the above a full-time employee currently moving through the progression will receive an amount equal to the end rate increases for the balance of the progression he is currently at and then shall proceed on the wage grid as set out in the collective agreement.

16.05 Notwithstanding the above wage progression where there is an increase in the minimum wage then those employees so affected who started at the start rate, following the ratification of this collective agreement for the renewal of the agreement expiring April 30, 1993 shall remain at such rate of pay until their service with the employer would permit them an increase in their rate of pay in accordance with the above wage grid.

16.06 Employees who are currently being paid in excess of the collective agreement end rates shall receive an increase in their rate of pay in an amount equal to the end rate increases when they come into effect.

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

16.08 (a) When a full time employee is temporarily assigned by the Owner or his designate, for more than two (2) days in a calendar week to perform the majority of the duties of a higher classification he shall be paid the appropriate rate of pay for that classification retro-active to the first day of such temporary assignment. Temporary assignments, ~~when filled, will be filled by seniority~~ provided the senior employee has the qualification and ability to perform the work.

For clarity the majority of the duties means half the duties or more.

(b) Where such assignment is to perform the majority of the

duties of a position not set out in the collective agreement then the full time employee so assigned shall receive their own rate of pay plus a premium of \$1.00 per hour for each hour worked. It is understood that this provisionshall apply for temporary assignments of more than three (3) days in a calendar week. Temporary assignments when filled will be filled by seniority provided the senior employee has the qualifications and the ability to perform the work.

ARTICLE 17 - CO-OPERATION

17.01 (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, wash-rooms and lunchrooms and in caring for equipment and machinery.

17.02 The Owners agree to provide a microwave and a fridge in the employee's lunchroom within three (3) months of ratification, and where the microwave and/or fridge are broken through carelessness and/or horseplay then they are not subject to replacement by the owner.

ARTICLE 18 - PART-TIME HELP

18.01 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-four (24) hours per week, except as specified in Appendix "A", Article 3.04.

ARTICLE 19 - NO STRIKE, NO LOCK-OUT

19.01 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 endeavour 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 20 - FIRST AID KITS

20 01 First Aid Kits shall be provided and maintained in the store

ARTICLE 21 - NOTICE OF ABSENCE AND LEAVE OF ABSENCE

21.01 (a) Employees are expected to attend work regularly. When unable to attend, the Owner, or designate must be notified, as soon as it is reasonably 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 Owner or his designate can call him relative to his absence.

(b) The Owner may require the employee to produce a medical certificate for absences of three (3) days or less from a duly qualified medical practitioner upon his return to work. It is understood between the Union and the Owner that this provision will be acted upon only by the Industrial Relations Department.

The Owner agrees to pay an employee for the additional cost incurred in obtaining the certificate beyond what O.H.I.P. provides.

63N ✓
21.02 The Owner may grant leave of absence without pay to any employee for legitimate reasons. Such permission and request are to be in writing on the standard leave of absence request form two (2) months in advance, except in any emergency. The Owner reply to the request for leave of absence will be given within two (2) weeks, provided the Owner or his designate involved is not absent on vacation, sickness, etc., in which event the reply will be given within one (1) week following his return. When leave of absence is granted, there shall be no loss of seniority. A claim that the Owner withheld permission without justification may be the subject of a grievance and processed accordingly. Any leave of absence granted in conjunction with the employee's vacation will be deemed to follow his vacation period.

58A ✓
@17 ✓
58B ✓
018
21.03 (a) A female employee may be granted leave of absence without pay for pregnancy. The provision of the Employment Standard Act shall govern. The Owner may require the employee to be examined by a duly qualified medical practitioner designated by the Company.

61A
018 ✓

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(b) The Owner may grant a leave of absence, without pay, for the purpose of legal adoptions. The Adoption Agency's requirement will be considered in determining the duration of such leave.

(c) Notwithstanding 21.03 (a) and (b) the Employment Standards Act of Ontario shall govern maternity, paternity, family and adoption leaves.

63J
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21.04 The Owner agrees that an employee appointed by the Union as a full-time representative shall be granted leave of absence 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 service be terminated by the Union, with full accumulated seniority.

21.05 An Arbitration Board dealing with a grievance involving discharge or loss of seniority of an employee resulting from an absence caused by a Court conviction (where the Owner has refused to grant leave of absence for such conviction) shall have the power to re-instate the employee with full seniority rights or by any other arrangements which is just in its opinion. In determining this question, the Board shall consider the nature of the offence for which the employee was convicted, the duration of the conviction, the length of service of the employee and his work record.

63J
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21.06 (a) An employee who is required to serve on a jury shall be compensated for days actually spent on jury duty when he would, otherwise, have been at work to a maximum of ten (10) working days.

(b) The employees shall receive the difference between his jury fees and his normal day's pay for that time he would have been regularly employed had he not been serving on the jury. The employee shall be required to report immediately upon being excused or released from jury duty where such reporting is reasonable under the circumstances.

(c) The Claim of an employee shall be verified by presentation of his jury duty cheque; however, no payment shall be made for any hour for which the employee receives compensation by the Employer for any other reason. Payment shall not be withheld pending submission of the jury duty cheque.

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(d) Any employee subpoenaed to attend as a witness on behalf of the Company or the Crown shall be entitled to the difference between his witness fee and his normal day's pay.

(e) In the event an employee serves on jury duty from Monday through Friday, he will not be required to work Saturday.

(f) In the event an employee is required to serve on jury duty during a week in which he would be normally scheduled to work on the night crew, he must notify the Owner immediately upon receiving the notice to serve so that he can be re-scheduled to the day shift.

63A
1

ARTICLE 22 - BEREAVEMENT PAY

22.01 Should a bereavement occur in an employee's immediate family (parent, parent-in-law, spouse, 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.

ARTICLE 23 - RETRO-ACTIVITY

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

ARTICLE 24 - NOT TO BE UNLAWFUL

24.01 Nothing in this Agreement shall require the Owner or the Union to take action which shall be unlawful by reason of any present or future statute, Order or Regulation of Canada or the Province of Ontario.

ARTICLE 25 - GENERAL

25.01 Where the obligation of the Owners and the Union to accommodate an employee via the Human Rights Code, may conflict with the terms and the provisions of the Collective Agreement, the Company and the Union may by mutual consent modify the Collective Agreement to meet the conditions of the accommodation of the employee.

ARTICLE 26 - GENDER

26.01 It is understood that the use of the masculine gender shall include the female gender.



ARTICLE 27 - TERM OF AGREEMENT

27.01 (a) This Agreement shall come into force and effect on the 22nd day of January, 1994 and shall continue to the 21st day of January, 1997 and shall thereafter be automatically renewed for the period of one (1) year 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.

DATED AT TORONTO this

**UNITED FOOD AND COMMERCIAL WORKERS,
LOCAL 1000A**

Dan Gilbert President

Steve Bujna
(Assistant to the President)

Brian Docherty Secretary Treasurer

Kevin Corporon Executive Vice-President

NO FRILLS FRANCHISE OWNERS

697088 Ontario Limited
O/A Scott's No Frills

S. BURNS

709050 Ontario Limited
O/A Gary's No Frills

G. DUNN

709052 Ontario Limited
O/A Lucky's No Frills

L. RASO

727423 Ontario Limited
O/A Grant's No Frills

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O/A Domenic's No Frills

D. SACCO

1045159 Ontario Limited
O/A **Gary's** No Frills

G. WILLIAMS

1045161 Ontario Limited
O/A Steve's No Frills

S. BROOKS

1052900 Ontario Limited
O/A Rob's No Frills

R. PARON

APPENDIX "A"



ARTICLE 1 - RECOGNITION

1.01 All matters relative to part-time employees and their working conditions shall be contained in Appendix A, and Article 1, 2, 3, 4, 5, 6, 7, 8, 9, 14, 15, 17, 18, 19, 20, 21, 23, 24, 25, 26, and 27 of this Agreement. Notwithstanding the above 3.05 does not cover part-time employees

1.02 The employer, namely _____ Ontario Limited (see under signed franchisee), a Company incorporated under the laws of the Province of Ontario, recognizes the United Food and Commercial Workers, Local 1000A as the sole and exclusive bargaining agency for all part-time employees.

ARTICLE 2 - SENIORITY

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2.01 (a) Upon completion of thirty (30) days worked, 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 with their seniority commencing on their first day worked.

(b) Employees shall obtain seniority on a store basis. The seniority list for part-time employees shall be posted in each store and shall be updated at the end of March, June, September, December of each calendar year.

2.02 (a) Seniority shall begin after the employee's probationary period has been served. Lay-offs and re-employment shall be based on seniority, availability, ability and qualifications to perform the work. Where a part-time employee who becomes a full-time employee they will be required to serve the full-time probationary period and will be given a seniority credit of fifty (50%) percent of their part-time seniority up to a maximum of twelve (12) months and they will be given the greater of their part-time rate or the rate which their full-time seniority credit gives them and they shall proceed from that point in the full-time wage progression. If for some reason the employee reverts to part-time during the probationary period there will be no loss of seniority. The seniority rights of an employee shall be terminated after six (6) 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 providing they have the necessary seniority, ability and qualifications to perform the work

(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 Owner, or designate prior to his scheduled starting time, giving the reason why he is unable to attend.

2.03 (a) The weekly schedule of hours of work shall be allotted according to seniority, by store, providing the senior employee(s) has the necessary ability and qualification to perform the work and is available.

For clarity the Owner will schedule part time hours so that the senior part time employee(s) will have the opportunity to work a weekly schedule of hours that may be up to twenty-four (24), but in no event less than a junior part time employee(s), provided they have the necessary ability and qualification to perform the work and are available.

In the event of hours of work becoming available, within a given week, beyond the schedule of hours for that given week, due to approved absences, sickness, compensation, bereavement and/or an unanticipated increase in business; the Owner will call the most senior part time employee not scheduled that day provided the employee is available and has the qualification to perform the available work.

(b) The assignment of hours as set out in 2.03 (a) will result in the schedule of daily hours being posted not later than Friday at 9:00 a.m. of the previous week. The store steward will be given a copy of work schedules. Employee's meal periods will be based on the commencement of their shift.

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-four (24) hours per week**, except in the following circumstances:

(a) when a full-time employee is absent on Union duties;

(b) in a store in which an employee is absent due to illness, accident, compensation or bereavement or an emergency (power failure, snow storm, refrigerator breakdown, etc.) in the said store;

(c) to cover off for vacations;

(d) where an employee is on a leave of absence provided the Union is notified of such leave of absence;

(e) from the week of December 1st to the week of January 1st;

(f) during the months of May 1st through September 1st in resort areas which would include Owen Sound, Orillia, Brockville, Niagara Falls, Leamington, Port Colbourne, Barrie, Peterborough, and any other resort/vacation area where a store may open during the lifetime of this Agreement,

(g) for the two (2) weeks previous to and eight (8) weeks directly following the opening of a new store and the commencement date of promotional activities in a store which has been completely refurbished.

(h) during the six (6) working days immediately preceding a legal holiday;

(i) for training purposes for new employees; or for training purposes for new locations, or new equipment.

(j) during promotional periods which shall be defined as Insiders, Garden Centre and the week in which Social Assistance Cheques are issued.

2.05 Part-time employees shall be covered by Article 10.06 of the ~~main~~ body excluding 10.06 (g).

2.06 In the event that a part time employee works for more than twenty-four (24) hours in a given week for reasons other than as outlined in Article 2.04, they shall be paid a bonus of forty cents (\$0.40) per hour for all such hours worked in excess of twenty-four (24).

ARTICLE 3 - HOURS OF WORK

77a ✓

The regular working day shall consist of up to eight (8) hours for all employees. Part-time employees or a combination of part-time employees will not be used to the extent that they displace existing full-time employees or, except in the event of sales and/or profit declines, reduce the current level of full-time employees.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

4.01 The provisions of Article 11.01, 11.03, 11.04 of this Agreement will apply.

4.02 A store which closes at 6 p.m. or 7 p.m. for customer shopping

convenience may schedule a part-time employee to work less than four (4) hours i.e. 3-6, 4-6, 5-6; or 4-7, 5-7, 6-7, or some variation thereof, A store which is open for customer shopping convenience beyond 6 p.m. or 7 p.m. will schedule part-time employees a minimum of four (4) hours, notwithstanding Article 11.03(b) regarding Sunday Work.

ARTICLE 5 - STATUTORY HOLIDAYS

17C ✓

5.01 (a) The provisions contained in Article 12.01 of this Agreement affect all employees covered by this Appendix.

(b) To qualify for pay for a legal holiday, the employee must have:

- (i) three (3) months' service with the Owner;
- (ii) worked at least thirty two (32) hours during the four (4) weeks immediately preceding the week during which the legal holiday occurs;
- (iii) worked on his last scheduled shift preceding and his first scheduled shift following the legal holiday.

An employee who so qualifies, shall receive legal holiday pay based on his average number of daily hours worked (exclusive of daily overtime) during the four (4) weeks immediately preceding the week during which the legal holiday occurs, times his standard rate of pay.

ARTICLE 6 - VACATIONS

17B ✓

6.01 (a) Employees with less than five (5) years' seniority shall receive Vacation Pay Allowance of four percent (4%) of their earnings during the previous calendar year. Employees with five (5) or more years' service as at March 1st of the current year shall receive Vacation Pay Allowance of six (6%) percent of their earnings during the previous calendar year.

6.02 The Owner may grant a leave of absence without pay up to a maximum of four (4) weeks' duration to an employee for vacation purposes. Such request and permission shall be in writing. When a leave of absence is granted, there shall be no loss of seniority. A claim that the Owner unjustly withheld permission to grant such leave of absence may be made the subject of a grievance and processed accordingly.

Part-time employees will be required to submit their vacation intentions by April 1st each year.

ARTICLE 7 - LEAVE OF ABSENCE- BEREAVEMENT

7.01 Should a bereavement occur in the immediate family of an employee, with twelve (12) or more months of seniority, the employee will be given time off with pay on the day of the funeral for all hours he was scheduled that day. Immediate family shall be defined in Article 22 of the main body of this Collective Agreement.

Such an employee who is scheduled to work in excess of twenty four (24) hours in the week in which the bereavement occurs shall be entitled to bereavement leave with pay as set out in Article 22 of the main body of this Collective Agreement.

ARTICLE 8 - WAGES

8.01 Effective as of the date of ratification the Employer will increase the part-time end rates of pay .05 cents per hour.

Effective January 23, 1995 the Employer will increase the part-time end rates of pay .10 cents per hour.

Effective January 22, 1996 the Employer will increase the part-time end rates of pay .15 cents per hour.

The following is the part-time wage grid effective as of the date of ratification:

	Date of Ratification	January 23, 1995	January 22, 1996
Start	\$ 6.25	\$ 6.25	\$ 6.25
	6.70	6.70	6.70
6 months	6.75	6.75	6.75
12 months	6.85	6.85	6.85
18 months	7.05	7.05	7.05
24 months	7.35	7.35	7.35
30 months	7.70	7.70	7.70
36 months	8.05	8.05	8.05
42 months	8.65	8.65	8.65
48 months	9.35	9.45	9.60

8.02 Notwithstanding the above a part-time employee currently moving through the progression will receive an amount equal to the end rate increase commencing on January 23, 1995 for the balance of the progression he is currently at and then shall proceed on the wage grid as set out in the collective agreement however in no event will his rate be reduced.

8.03 Notwithstanding the above wage progression where there is an increase in the minimum wage then those employees so affected who started at the start rate, following the ratification of this collective agreement for the renewal of the agreement expiring April 30, 1993, shall remain at such rate of pay until their service with the Employer would permit them an increase in their rate of pay in accordance with the above wage grid.

8.04 (a) The Owner may from time to time, introduce incentive programs in addition to the prevailing wage schedules.

(b) Wage adjustments under the automatic progression schedules shall be made half (1/2) yearly for each employee, where appropriate, on the first full week of January, July, April and October. Where a new employee commences work within the quarter, he shall qualify for his first adjustment at the end of the half year, provided however, he commences work prior to the middle (15th) of the second month within the quarter. Should he commence work after the 15th of the second month, he shall receive his first adjustment at the end of the succeeding half year.

(c) When the Owner pays a new employee more than the starting rate in his classification, such employee shall (for the purpose of wage progression only) receive half (1/2) yearly increases in the accordance with the wage schedule and be deemed to have the appropriate service.

(d) Employees who are currently being paid in excess of the collective agreement end rates shall receive an increase in their rate of pay in an amount equal to the end rate increases when they come into effect.

(e) No wage currently enjoyed by an employee, which is in excess of rates set out in the wage schedules herein, shall be reduced during the lifetime of the Agreement.

ARTICLE 9 - REST PERIODS

9.01 (a) 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 occur at approximately the mid-point of each four (4) hour period. No employee who is scheduled for more than four (4) hours but not exceeding six (6) hours shall be required to take their break sooner than two (2) hours into their shift unless they have agreed to do so.

(b) Where an employee is working a daily shift of more than six (6) hours, he shall have one (1) hour (or a half-hour (1/2) hour, by mutual consent), off for lunch and one-half (1/2) hour for supper, if applicable.

ARTICLE 10 - WORKING CONDITIONS

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

10.02 The Employer agrees that it will not change conditions of employment or working conditions as a result of the signing of this Agreement.

ARTICLE 11 - NOT SCHEDULED ON PAYROLL

11.01 (a) An employee whose name has not appeared on the payroll of the store for over thirty (30) calendar days due to the fact that he was unavailable for work for reasons other than sickness or accident, shall receive consideration on re-application as a new employee. The Owner agrees that it will consider past experience and length of service with the Owner when establishing the hourly rate of pay for such an employee.

(b) An employee whose name has not appeared on the payroll of the store for over six (6) months due to lack of work, shall receive consideration on re-application as a new employee. The Owner agrees that it will consider past experience with the Owner and the duration of the person's earlier service with the Owner when establishing the hourly rate of pay for such an employee in the wage progression.

APPENDIX "B"

LIFE INSURANCE

$$\frac{700}{100} \checkmark$$

$$\frac{72}{999} \checkmark$$

The Employer agrees to provide active full-time employees until retirement at no cost, Life Insurance equivalent to one (1) times an employee's annual earnings.

The Employer further agrees to provide Life Insurance to retired employees in the amount of \$2,000.00.

ACCIDENTAL DEATH AND DISMEMBERMENT

$$\frac{760}{1} \checkmark$$

The Employer agrees to provide all active full-time employees with Accidental Death and Dismemberment benefit coverage equal to one (1) times their annual earnings in case of accidental death. Coverage is also provided for other losses such as speech and hearing, use of arms and legs, etc

SHORT TERM DISABILITY

$$\frac{70B}{999} \checkmark$$

$$\frac{74}{067995} \checkmark$$

The Employer agrees to provide Short Term Disability benefits to all active full-time employees from the first (1st) day of an accident or the first (1st) full-time day of hospitalized or the fourth (4th) day of sickness. The Plan will pay sixty-six and two thirds percent (66 2/3%) of basic earnings for the first two (2) weeks, then Unemployment Insurance will pay fifteen (15) weeks, then the Plan will resume payments for thirty-five (35 weeks).

LONG TERM DISABILITY

$$\frac{70D}{999} \checkmark$$

$$\frac{75}{0671500} \checkmark$$

The Employer agrees to provide Long Term Disability benefits for active full-time employees after fifty-two (52) weeks if an Employee is unable to perform any occupation (reasonably suited by means of training, education or experience). The Plan will provide for sixty-six and two thirds percent (66 2/3%) of an Employee's basic monthly earnings to a maximum of \$1,500.00. Coverage would cease the date an Employee attains normal retirement age.

SEMI-PRIVATE HOSPITAL

$$\frac{701.5}{999} \checkmark$$

The Employer agrees to provide for Semi-Private hospital care, and O.H.I.P. Supplemental or Supplementary Health Care benefits for active full-time employees on the following basis:

(i) twenty-five dollars (\$25.00) deductible for single, and fifty dollars (\$50.00) deductible for each family each calendar year.

(ii) the Plan provides for reimbursement of eighty percent (80%) of Semi-Private hospital costs.

(iii) the Plan provides for reimbursement of one hundred (100%) percent of Prescription Drugs with no deductible for this coverage.

O.H.I.P. SUPPLEMENTAL OR SUPPLEMENTARY HEALTH CARE

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76G
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The Plan provides coverage for active full-time employees which includes ambulance services, rental of wheel chairs and hospital equipment, private nursing (with a ten thousand dollar [\$10,000.00] maximum every thirty-six (36) months), artificial limbs and braces. Also, included are services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist and masseur (each with a maximum of ten dollars [\$10.00] per visit, thirty [30] visits per year). In addition, services of a psychologist (three hundred dollars [\$300.00] per year) and hearing aids (three hundred dollars [\$300.00] lifetime) are also covered. Dental treatment for accidental injury to the teeth and outside Canada coverage for physicians and surgeons are covered.

DENTAL

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71
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The Plan provides coverage for active full-time employees after a twenty-five dollar (\$25.00) deductible for single and fifty dollar (\$50.00) deductible for family each calendar year.

The Plan provides for one hundred percent (100%) reimbursement for dental polishing x-rays and dental radiographs, once every nine (9) months for employees and dependents over eighteen (18) years of age and twice (2) times per calendar year for employees and dependents eighteen (18) years of age and under. This includes fillings, crowns, root canal therapy and periodontic treatment.

The Plan provides for a maximum of one thousand dollars (\$1000.00) per family member per year. Effective May 1 1994 this limit is based on the 1992 Ontario Dental Association Fee Guide.

Effective May 1, 1995 reimbursement is based on the 1993 Ontario Dental Association Fee Guide.

· Effective May 1, 1996 reimbursement is based on the 1994 Ontario Dental Association Fee Guide.

All employees must participate in the Plan, however, if a spouse is covered by Health and Dental benefits, he or she may waive the Health and Dental coverage. Coverage would be made available if for some reason the duplicate coverage ceases.

LETTER OF UNDERSTANDING

March 18, 1991

Mr. Dan Gilbert
U.F.C.W. Local 1000A
61 International Blvd.
Suite 204
Rexdale, Ontario
M9W 6K4

Re: Meat Department

In accordance with the agreement reached during our recent negotiations, we wish to set out the following understanding.

In the event a location or locations implement a conventional meat department during the term of this agreement, then the Owner and the Union will meet to discuss such implementation i.e. rates of pay, department seniority and classifications.

For clarity, a conventional meat department is one that requires the expertise of a meat cutter for the purpose of cutting and trimming meat in a manner that it can be overwrapped, weighed and priced in preparation for sale to the customer.

Yours very truly,

NO FRILLS FRANCHISEES

697088 Ontario Limited
O/A Scott's No Frills

S. BURNS

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O/A Gary's No Frills

G. DUNN

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S. BROOKS

1052900 Ontario Limited
O/A Rob's No Frills

R. PARON

LETTER OF UNDERSTANDING

March 18, 1991

Mr. Dan Gilbert
U.F.C.W. Local 1000A
61 International Blvd.
Suite 204
Rexdale, Ontario
M9W 6K4

Re: Employee Request

In accordance with the agreement reached during our recent negotiations, we wish to set out the following understanding.

Employees shall not be given time off to avoid the application of overtime rates, however, should an employee generate a request for time off for unforeseen special circumstances, the Owner may, if concurrence is given by the Area Union Representative allow the employee such time off to be made up at regular rates of pay not later than the following pay week and such concurrence shall not be unreasonably withheld. It is understood that there will be no banking of hours.

Yours very truly,

NO FRILLS FRANCHISEES

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G. DUNN

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R. PARON

LETTER OF UNDERSTANDING

January 22, 1994

Mr. Dan Gilbert
U.F.C.W. Local 1000A
61 International Blvd.
Suite 204
Rexdale, Ontario
M9W 6K4

2.01, that the position of Wholesale Manager shall be excluded from the bargaining unit in any No Frills Warehouse Club concept store that may open following the ratification for the renewal of the agreement expiring April 3, 1993. The creation of this position shall not constitute a violation of the agreement.

Yours very truly,

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R. PARON

LETTER OF UNDERSTANDING

January 22, 1994

Mr. ~~Dan~~ Gilbert
U.F.C.W. Local 1000A
61 International Blvd.
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Rexdale, Ontario
M9W 6K4

In the event the Government of Ontario reverses the legislation for Sunday opening and there is an Industry-Union Agreement reached providing for double time then such rate shall be paid by the Employer subject to ratification by the Franchise Owners.

Yours very truly,

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LETTER OF UNDERSTANDING

January 22, 1994

Mr. Dan Gilbert
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M9W 6K4

The parties recognize that any full time incumbent or future full time individual in the grocery-produce department who is responsible for the area of the store that sells and merchandises meat products will receive an hourly rate of pay not less than fifty cents (50¢) per hour more than the full time grocery-produce clerk rate of pay as defined under the Collective Agreement.

Yours very truly,

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LETTER OF UNDERSTANDING

January 22, 1994

Mr. Dan Gilbert
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M9W 6K4

The Employer will implement payroll deductions for RRSP Contributions by employees within six (6) months from the date of ratification provided enough employees express a desire to participate in same.

The Employer will agree to make available to employees payroll deductions to participate in the Credit Union if such participation is possible.

Yours very truly

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