

# **AGREEMENT**

**between**

**NO FRILLS FRANCHISE OWNERS**

**and**

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

**Effective Date: July 1, 2011**

**Expiry Date: June 30, 2016**

**AGREEMENT this 12<sup>th</sup> day of December, 2011**

**B E T W E E N :**

**NO FRILLS FRANCHISE OWNERS**

(hereinafter called the "Employer")

- and -

**UNITED FOOD AND COMMERCIAL WORKERS CANADA,**

**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. Canada, 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 2.04 of Appendix "A" of this Agreement. The conditions of work of part-time employees shall be governed by Appendix "A" of this Agreement.

2.04 All Appendixes shall form part 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. 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.

(c) The Employer or designate will during the first three (3) weeks of each individual's employment make known to the new employee the names and work locations of union stewards in the store.

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.

Employers shall provide dues information to the Union in an electronic format acceptable to both parties.

- 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.
- 3.05 The first sixty (60) 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 (a) 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.
- (b) Upon request the Employer agrees to provide the Union Office with a report containing Employees' name, home phone number and social insurance number in an electronic format acceptable to both parties.

#### **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, who has acquired seniority, 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 an Arbitrator.
- (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.
- (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 The Employer and the Union agree that every employee has the right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, disability, religious beliefs, same sex partnership status 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 agrees 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.

8.03 The Owners agree to recognize a committee comprised of representatives of the employees, designated by the Union, for the purposes of collective bargaining with

the Owners. A committee of up to eight (8) employees will be afforded reasonable time off with pay to attend such meetings.

#### **ARTICLE 9 - SHOP STEWARDS**

- 9.01 The union shall have the right to appoint two (2) shop stewards for the store. A third steward may be appointed provided at least one (1) of the three (3) is a full time employee.
- 9.02 The Owners agree to recognize officers so designated, in writing 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.
- 9.03 The Employer agrees to allow steward(s), divisional officer(s) and/or other union member(s) selected by the Union time off to attend activities authorized by the Union subject to the Employer's ability to accommodate such leave. Ten (10) days advance notice will be provided and the Employer agrees that such leaves will not be unreasonably denied. The Union agrees to reimburse the Employer one hundred percent (100%) of the wage and approximate fringe cost of such time off.

#### **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, except in the event of lay-off and re-employment, in which case employees shall exercise seniority on a storewide 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 sixty (60) 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.

- 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. It is agreed an employee is entitled to the greater of the notice periods of the Employment Standards Act or the Collective Bargaining Agreement.
- (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 prior to June 22, 2007 will maintain bargaining unit seniority based on their length of service within the bargaining unit. Anyone promoted to a non-union management position subsequent to June 22, 2007 will maintain bargaining unit seniority for eighteen (18) months following the promotion after which time the employee shall have no bargaining unit seniority.
- (d) A person who has never been in the bargaining unit shall not enter the bargaining unit unless bargaining unit employees who are on lay-off and who have recall rights have declined their right for recall provided the employee on recall has the necessary ability, qualification to perform 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) is discharged for cause;
- (c) is absent from work for more than three (3) working days without prior notification (except in rare and exceptional circumstances) 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 when requested from a qualified medical practitioner verifying such absence and substantiating 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 conclusion of a leave of absence unless his failure to return is for reasonable cause;
- (g) fails to take a medical examination by a qualified medical practitioner when requested by the Employer;
- (h) is not recalled to work when laid off due to lack of work, his name shall be retained on the seniority list for an eighteen (18) month period or the length of his seniority, whichever is the lesser, but in no event, less than six (6) months period.
- (i) uses an approved leave of absence for reasons other than those specified.

10.07 The Owner agrees to recognize the accumulation of the seniority of an employee who is absent from work due to sickness, accident, pregnancy/parental leave as defined within the Employment Standards Act, Personal Emergency Leave and

Family Medical leave as defined within the Employment Standards Act or compensation upon his return to work.

- 10.08 In the event of a vacancy occurring for any full-time bargaining unit position employees covered under Appendix "A" of this Agreement shall receive preference for such full-time positions provided they have the necessary seniority, availability, ability and qualifications to perform the work.

When a vacancy occurs in a full-time job, such vacancy shall be posted and remain posted for seven (7) calendar days on the Union Bulletin Board. Two (2) copies of all vacancies to be posted shall be given to the union steward (to post one if he chooses in addition to the one posted by the Employer) at the time of the Posting.

Notwithstanding the above, existing full time employees may apply and will be considered for appointment for the position of "Night Crew Chief" and shall be considered in priority to employees covered under Appendix "A".

- 10.09 Notwithstanding article 10.08 or any other Article within this Collective Agreement the following will govern the filling of the Associate Manager position after June 22, 2007.

A notice will be posted within the location inviting all employees within the location who may believe they have the required availability, qualifications and ability to submit a resume for consideration. The Owners commit that all internal candidates who apply will be considered prior to hiring an individual from outside the location but ultimately the filling of this position shall be by appointment.

The Owners further commit to meet with each employee who submits a resume and is not successful to review how the employee(s) may improve their qualifications to be better suited for such position in the future.

- 10.10 (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 employee shall be eligible for vacation entitlement based on that length of service. Such employee 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 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 employee shall receive the lesser of their full time hourly rate at the time of their layoff or the applicable part time wage progression rate. Full time hours will be credited on 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.

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. Employees designated as Night Crew will receive a premium of eighty (80) cents per hour. Night Crew will be scheduled between 8:00 p.m. and 9:00 a.m. For clarity, a Night Crew employee's entire shift will fall between these hours. 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.

Any full time employee appointed to lead the Night Crew will be classified as the Night Crew Chief. This appointment will be applied on a weekly basis only.

A part time employee may be appointed to lead the Night Crew and will receive a premium under the following circumstances:

- 1) when a full time employee leading the Night Crew is absent for a week or more
- 2) on a temporary or seasonal Night Crew
- 3) on a Night Crew which operates less than 5 nights per week

It is understood that an employee so temporarily appointed shall be entitled to the premiums outlined in this article and Appendix "A", Article 2.06 and in addition shall receive a further seventy-five (75) cents per hour as a premium for leading the night crew. This appointment and seventy-five (75) cent per hour premium will be applied on a weekly basis only.

Any full time or part time employee who works beyond 11 p.m. shall be paid a seventy-five (75) cent per hour premium for all hours worked from 11 p.m. onward. The premium does not apply to employees who commence their work shift from 5:00 a.m. and onward the next day. For clarity, it is not required that the consecutive nights be scheduled within one work week as defined as Sunday through Saturday.

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.

(b) Overtime at the rate of two (2) times the regular hourly rate will be payable for all hours worked on Statutory Holidays by employees hired prior to June 22, 2007. Employees hired prior to June 22, 2007 who are promoted to full time will maintain their entitlement to overtime at the rate of two (2) times their regular hourly rate. Sunday work shall be voluntary for full time and part time employees hired prior to August 12, 2002; however, for part time employees their base availability shall continue to apply and shall include Sunday if so declared. Any employee scheduled

for work on a Sunday will be scheduled for a minimum of four (4) hours except for orientation or training shifts which may be scheduled for three (3) 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. Sunday shall be considered part of the forty (40) hour work week for employees promoted to or hired full time after August 12, 2002.

Any full time or part time employee hired prior to August 12, 2002 who 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. Any part time employee hired prior to August 12, 2002 who is promoted to full time will continue to receive the \$1.60 premium.

- (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.
- (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.
- (f) Employees working outside their scheduled shift must receive prior approval of the Owner or their designate in order to be paid for such time. It is understood the person providing such approval will advise the Bookkeeper of such approval.

- 11.04 During each work day, employees shall be granted two (2) rest periods with pay of fifteen (15) minutes in duration each and one (1) hour unpaid (one-half [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 over-time 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 two (2) full days off each week. Store Stewards will be permitted to review employee requests for time off weekly. 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 Full time employees may be designated to work up to three (3) evenings per week for customer shopping convenience after 6:00 p.m..
- 11.07 The Employer agrees that the store will not be open the evening 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       |
| Family Day     | Thanksgiving Day |
| Good Friday    | Christmas Day    |
| Victoria Day   | Boxing Day       |
| Dominion Day   |                  |

Employees hired prior to June 22, 2007 shall also be eligible for the Civic Day holiday. Employees hired prior to June 22, 2007 who are promoted to full time will maintain their entitlement to the Civic Day holiday.

- 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.

An employee hired after June 22, 2007 required to work on any of the aforementioned holidays shall receive one and a half (1.5) times his regular hourly rate for all hours worked. Employees hired prior to June 22, 2007 who are promoted to full time will maintain their entitlement to overtime at the rate of two (2) times their regular hourly rate.

- 12.03 Work on any of the aforementioned holidays shall be voluntary and no employee shall be coerced to work. Employees hired after June 22, 2007 may be required to work on the Civic Holiday. Civic Holiday will continue to be voluntary for employees hired prior to June 22, 2007 who are promoted to full time.

### **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.
- 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.

- 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.
- 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.
- 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 W.S.I.B.) and such absence is for a period longer than one (1) month then 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 Workplace 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.

The Employer agrees to provide notice of injury in accordance with the requirements of the Occupational Health and Safety Act and its Regulation 851.

#### **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 STEP THREE.
- 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 STEP THREE 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 names and addresses of three (3) Arbitrators. The other party shall within one (1) week of its receipt of the notice advise the other party if any of the three arbitrators is acceptable. If none of the original three (3) arbitrators is acceptable the second party shall return the names and addresses of an additional three (3) Arbitrators. If the parties are unable to agree upon the selection of an Arbitrator, the Minister of Labour for the Province of Ontario shall be requested to appoint an Arbitrator. The Arbitrator shall hear their dispute and the decision shall be final and binding upon the parties.

The Arbitrator 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 share equally the expenses of the Arbitrator.

15.08 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.

**ARTICLE 16 – WAGES**

16.01 All full time employees on the payroll on December 12, 2011 shall receive the following wage increases (and ratification wage retroactivity as indicated below) and lump sum amounts at ratification and in each year of the agreement provided that they are at or above the end rate of pay on the applicable date:

<b>At ratification (applied retroactively):</b>	<b>35 cents per hour</b>
<b>Effective first full pay week following June 30<sup>th</sup>, 2012:</b>	<b>\$600</b>
<b>Effective first full pay week following June 30<sup>th</sup>, 2013:</b>	<b>35 cents per hour</b>
<b>Effective first full pay week following June 30<sup>th</sup>, 2014:</b>	<b>\$600</b>
<b>Effective first full pay week following June 30<sup>th</sup>, 2015:</b>	<b>35 cents per hour</b>

All lump sums shall be subject to applicable taxes and withholdings required by law. The Employers shall apply the lowest legally permissible tax rate to the above lump sum payments.

\$0.15 of these monies will be applied to the end rates of the full time wage progressions. For clarity, only those employees hired full time prior to the date of ratification will receive the wage increases and lump sums on the above mentioned dates. Employees hired after the date of ratification shall be entitled to the below reflected end-rate increases only.

<b>Minimum Rates of Pay for Full Time Employees</b>			
<b>Clerks</b>	<b>December 12th, 2011</b>	<b>June 30<sup>th</sup>, 2013</b>	<b>June 30<sup>th</sup>, 2015</b>
Start	\$10.50	\$10.50	\$10.50
6 months	\$10.75	\$10.75	\$10.75
12 months	\$11.00	\$11.00	\$11.00
18 months	\$11.50	\$11.50	\$11.50
24 months	\$12.00	\$12.00	\$12.00
30 months	\$13.00	\$13.00	\$13.00
36 months	\$16.50	\$16.65	\$16.80

  

<b>Bakery Mgr.</b>	\$19.50	\$19.65	\$19.80
<b>Associate Mgr.</b>	\$19.50	\$19.65	\$19.80
<b>Night Crew Chief</b>	\$17.25	\$17.40	\$17.55

An employee must be actively employed on the date a lump sum payment is effective to be eligible to receive such payment. All lump sum payments are paid within 3 weeks less government required deductions.

- 16.02 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 notwithstanding Article 16.03 remain at such rate of pay until their hours worked with the Employer would permit them an increase in their rate of pay in accordance with the wage grid.
- 16.03 An employee receiving a raise in pay after the date of hire will be deemed to have the appropriate service for the purposes of wage progression only.
- 16.04 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.
- 16.05 The Company may, from time to time, introduce incentive programs in addition to the prevailing wage schedules.
- 16.06 (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 provision shall 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, washrooms and lunchrooms and in caring for equipment and machinery.

#### 17.02 **HEALTH AND SAFETY**

- (a) A Health and Safety Committee shall be established and shall be comprised of at least two (2) representatives appointed by the Union and two (2) representatives appointed by the Employer.
- (b) The Health and Safety Committee will meet quarterly or more often if deemed necessary by the committee or directed to do so by a government agency. All unsafe or hazardous conditions shall be taken up and dealt with at such meetings. A copy of the minutes will be posted in the workplace.
- (c) The Health and Safety Committee shall be notified in writing of each accident or injury. The Employer shall investigate and report in writing to the Health

and Safety Committee as soon as possible on the nature and cause of any lost time, accident or injury.

- (d) The Employer will supply reasonable quantities of tissues and hand sanitizers for the use of cashiers. Tissues will be stored out of customers view.
- (e) The Employers agree to provide and maintain, in good condition, anti fatigue mats on all regular and express cash lanes.

17.03 The Owners agree to provide a microwave and a fridge in the employee's lunchroom within three (3) months of store opening 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 2.04.

#### **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 qualified medical practitioner upon his return to work. Notes will only be requested where the absenteeism forms part of a pattern, is excessive or occurs under suspicious circumstances.

The Owner agrees to pay an employee the cost of medical documentation and/or certificates when requested by the Owner or any third party representing the Owner. For clarity, this is to cover, but it is not limited to return to work notes and insurance requests.

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.

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.



- (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.
- 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 Arbitrator 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 Arbitrator 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.
- 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 employee 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.

- (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.

21.07 Emergency leave will be granted in accordance with the Employment Standards Act 2000. Paid bereavement leave will be counted as part of an employee's ten (10) days of emergency leave. For clarity, an employee may take paid bereavement leave in conjunction with any remaining emergency leave days.

**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. Step parent, step child, step brother, step sister are included as are common law spouse and same sex partner.

22.02 All full time employees will be given the time off with pay to attend the funeral of an aunt or uncle provided the employee was scheduled that day.

**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.
- 24.02 The Owners agree to comply with all legislative requirements as per the Occupational Health and Safety Act 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.
- 25.02 A direct deposit payroll system will be introduced for all employees within 6 months of the date of ratification. Pay will be on Thursday except during the week of a statutory holiday.
- Should the employer introduce a mandatory electronic paystub system during the term of the Collective Agreement one year's notice shall be provided. A paper copy for access will be provided by each store to an employee that does not have private access to the internet. Employees who do not have private access shall make this known to their employer within four (4) weeks of the pay period in question.
- 25.03 A joint labour management committee will be established which will meet quarterly. Retailer representatives and senior labour relations staff and senior union representatives will participate in these meetings.
- 25.04 Employees required by the Employer to use their personal vehicle for business travel shall be reimbursed in the amount of thirty (\$.30) per kilometre. Employees shall be required to submit a written claim for re-imburement on a form provided by the employer.

25.05 All letters of understanding attached hereto are considered to be, and form part of this collective agreement.

25.06 If during the life of the Collective Agreement the employers choose to implement a new time and attendance system the introduction and application of such system will not violate the terms of the Collective Agreement.

**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 1<sup>st</sup> day of July, 2011 and shall continue to the 30<sup>th</sup> day of June, 2016 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 \_\_\_\_\_ day of \_\_\_\_\_, **2012.**

Signatures on original copy.

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

Pearl Sawyer  
President

Tony Soares  
Secretary Treasurer

Kevin Benn  
Executive Vice-President

Dan Gilbert  
Recorder

**NO FRILLS FRANCHISE OWNERS**

1319200 Ontario Limited  
O/A Agostino & Nancy's No Frills      A. BATTAGLIA

1320945 Ontario Limited  
O/A Peter's No Frills                      P. MATSOS

994731 Ontario Limited  
O/A Steve & Liz's No Frills              S. BALSDON

1712266 Ontario Limited  
O/A Paul's No Frills                        P. GIBBONS

1704505 Ontario Limited  
O/A Sheriff's No Frills                      D. SHERIFF

853261 Ontario Limited  
O/A Tony & Liz's No Frills                T. MARCHESE

1057362 Ontario Limited

O/A Chris' No Frills	C. VAUGHAN
2120996 Ontario Limited O/A Dean's No Frills	D. CRUICKSHANKS
763646 Ontario Limited O/A Bob's No Frills	R. NEDELKO
1692038 Ontario Limited O/A Dino's No Frills	D. SAVO
1132145 Ontario Limited O/A Gord & Kim's No Frills	G. MCGREGOR
4048482 Canada Inc. O/A Paul & Adele's No Frills	P. HENDERSON
1705394 Ontario Limited O/A Rocky's No Frills	R. CHIELLA
1437592 Ontario Limited O/A Tony's No Frills	T. DIPPOLITO
1705395 Ontario Limited O/A Jack's No Frills	J. CLUNIE
1241400 Ontario Limited O/A Joe's No Frills	J. SCIRE
1704511 Ontario Limited O/A Steve & Adele's No Frills	S. WOLTER
697088 Ontario Limited O/A Mike & Lori's No Frills	M. BELL
169074 Ontario Limited O/A Brent & Jenny's Frills	B. TARABALKA
1376234 Ontario Limited O/A Scott's No Frills	S. BURNS
1460335 Ontario Limited O/A Mark's No Frills	M. WENHAM

1460336 Ontario Limited O/A Chris & Stacey's No Frills	C. DUNN
717940 Ontario Limited O/A Danny's No Frills	D. NEDELKO, SR.
1147895 Ontario Limited O/A Nick & Mira's No Frills	N. BALJAK
1661687 Ontario Limited O/A Grant's No Frills	G. KIRBYSON
1273741 Ontario Limited O/A Dickie's No Frills	R. DICKIE
1672781 Ontario Limited O/A Marc's No Frills	M. BORG
1571920 Ontario Limited O/A Mike & Lori's No Frills	M. VANHAARLEM
1147894 Ontario Limited O/A Tom's No Frills	T. HUI
1052900 Ontario Limited O/A Rob's No Frills	R. PARON
1262030 Ontario Limited O/A Simon & Sherrol's No Frills	S. CHRETIEN
1675365 Ontario Limited O/A Ross' No Frills	R. BONOMO
1672782 Ontario Limited O/A Mark's No Frills	M. BENNS
1482105 Ontario Limited O/A Ken's No Frills	K. ADAMSON
1530431 Ontario Limited O/A Listro's No Frills	J. LISTRO

1023714 Ontario Inc. O/A Harry's No Frills	H. REURINK
1290357 Ontario Limited O/A John's No Frills	J. CIARALLO
1045160 Ontario Limited O/A Domenic's No Frills	D. SACCO
564171 Ontario Limited O/A Dieter & Darcy's No Frills	D. WITTEK
1260203 Ontario Limited O/A Gary's No Frills	G. COYLE
729623 Ontario Limited O/A Jeff, Rose & Herb's No Frills	J. ROBICHAUD
1661796 Ontario Limited O/A Daniel's No Frills	D. NADON
1144257 Ontario Limited O/A Meloche's Frills	C. MELOCHE
1520201 Ontario Limited O/A Michael's No Frills	M. LOPRESTI
1294964 Ontario Limited O/A Ron's No Frills	R. ANDERSON
1666024 Canada Inc. O/A Brian's No Frills	B. MACDONALD
1375154 Ontario Limited O/A Dean & Barb's No Frills	D. MILLS
1520202 Canada Inc. O/A Ron's No Frills	R. ROY
1542866 Ontario Limited O/A Jesse & Kelly's No Frills	J. EDMONDSON



1541613 Ontario Limited  
O/A Rob's No Frills R. KLEMENT

1711409 Ontario Limited  
O/A Pat's No Frills P. KELLY

1455391 Ontario Limited  
O/A Ken & Sandy's No Frills K. JELLICOE

1531410 Ontario Limited  
O/A Joe's No Frills J. CORSARO

1194145 Ontario Limited  
O/A Paul & Cathy's No Frills P. MARIER

1491934 Ontario Limited  
O/A Dennis' No Frills D. DUMAIS

1571921 Ontario Limited  
O/A Gus' No Frills G. UD-DIN

1408939 Ontario Limited  
O/A Sam's No Frills S. SCIRE

851001 Ontario Limited  
O/A Rod & Joe's No Frills R. MULLER

1577096 Ontario Limited  
O/A Roy's No Frills R. ZANNONI

1580346 Ontario Limited  
O/A Freddie's No Frills F. MASSAI

1245782 Ontario Limited  
O/A Daniels' No Frills D. NEDELKO

1588373 Ontario Limited  
O/A Giorgio's No Frills G. GULLONE

1216772 Ontario Limited  
O/A Steve & Peggy's No Frills S. BROOKS

1617930 Ontario Limited O/A Jack & Faith's No Frills	J. BIRD
1412865 Ontario Limited O/A Paul & Nancy's No Frills	P. HEALEY
1609433 Ontario Limited O/A Mike & Terri's No Frills	M. RAHN
1395358 Ontario Limited O/A Dave & Charlotte's No Frills	D. MCCONNACHIE
1638975 Ontario Limited O/A Nicholson's No Frills	M. NICHOLSON
1345180 Ontario Limited O/A Emiliano & Ana's No Frills	E. HERNANDEZ
1634645 Ontario Limited O/A John's No Frills	J. DICKIE
1630780 Ontario Limited O/A Derek's No Frills	D. PREBBLE
Loblaws Inc. O/A No Frills (#1383)	CORPORATE
1632395 Ontario Limited O/A Fab's No Frills	F. PREVEDEL
1634652 Ontario Limited O/A Jim & Lee-Anne's No Frills	J. MOHR
2038467 Ontario Limited O/A Pepin's No Frills	C. PEPIN
1512556 Ontario Limited O/A Baldree's No Frills	S. BALDREE
1651873 Ontario Limited O/A Chris' No Frills	C. GEORGOPOULOS

1826829 Ontario Limited O/A Andrew & Emily's No Frills	A. JANUSZKIEWICZ
2207487 Ontario Limited O/A Hendrickx's No Frills	B. HENDRICKX
2174284 Ontario Limited O/A Rundle's No Frills	B. RUNDLE
1827212 Ontario Limited O/A Adrian's No Frills	A. NEWLAND
2183054 Ontario Limited O/A Carlo's No Frills	C. FOSELLA
2165535 Ontario Limited O/A Carlo's No Frills	C. NATALINI
1820551 Ontario Limited O/A Angelou's No Frills	C. ANGELOU
2204903 Ontario Limited O/A Darryll & Tracy's No Frills	D. MANTEL
170075 Ontario Limited O/A Dave's No Frills	D. ALI
2140867 Ontario Limited O/A Dennis' No Frills	D. MARTIN
1530430 Ontario Limited O/A Enzo's No Frills	E. TATANGELO
2153055 Ontario Limited O/A Francois' No Frills	F. DECARVALHO
1840768 Ontario Limited O/A Frank's No Frills	F. MARCHESE
2168740 Ontario Limited O/A Malloch's No Frills	G. MALLOCH

1812213 Ontario Limited O/A Jason's No Frills	J. KING
2144718 Ontario Limited O/A Jeff & Tanis' No Frills	J. BUCKTON
2183053 Ontario Limited O/A Jeff's No Frills	J. MACPHEE
2140113 Ontario Limited O/A Jim's No Frills	J. CASCIARO
1785796 Ontario Limited O/A Jim's No Frills	J. MARRELLI
2187464 Ontario Limited O/A Joe & Barb's No Frills	J. NOVAK
1531410 Ontario Limited O/A Joe's No Frills	J. CORSARO
2261596 Ontario Limited O/A John's No Frills	J. MAZZAWI
2228779 Ontario Limited O/A John's No Frills	J. RUA
1860970 Ontario Limited O/A John's No Frills	J. TEUNENBROEK
1856439 Ontario Limited O/A Jose's No Frills	J. DESILVA
1666419 Ontario Limited O/A Joseph's No Frills	J. CAPPIELLO
2157216 Ontario Limited O/A Justin's No Frills	J. LESNICK
1843693 Ontario Limited	

O/A Justin & Stacey's No Frills	J. OLIVER
2235781 Ontario Limited O/A Laura's No Frills	L. ZAFFINO
1273740 Ontario Limited O/A Leo's No Frills	L. SGOVIO
1784007 Ontario Limited O/A Luciano's No Frills	L. GRAZIANO
2141044 Ontario Limited O/A Marc's No Frills	M. DAOUST
2239399 Ontario Limited O/A Fisher's No Frills	M. FISHER
1761614 Ontario Limited O/A Mike's No Frills	M. KHOURY
2200158 Ontario Limited O/A Mike's No Frills	M. RAMIREZ
2209191 Ontario Limited O/A Nick's No Frills	N. FANTRIDAKIS
2261895 Ontario Limited O/A Nick's No Frills	N. WASCHENKO
2233033 Ontario Limited O/A Paul's No Frills	P. NICOLUCCI
1761615 Ontario Limited O/A Peter's No Frills	P. KOFOED
1837326 Ontario Limited O/A Bergen's No Frills	R. BERGEN
2261366 Ontario Limited O/A Masse's No Frills	R. MASSE
2168743 Ontario Limited O/A Rob's No Frills	R. RICCIUTELLI

2168746 Ontario Limited O/A Rowe's No Frills	R. ROWE
2153204 Ontario Limited O/A La Rosa's No Frills	R. LA ROSA
2233034 Ontario Limited O/A Rusty's No Frills	R. ESCOTT
2140866 Ontario Limited O/A Scott's No Frills	S. ROBINSON
2229597 Ontario Limited O/A Vanspall's No Frills	S. VANSPALL
1831480 Ontario Limited O/A Steve's No Frills	S. ASKEW
1844442 Ontario Limited O/A Stephen's No Frills	S. CANINI
1843692 Ontario Limited O/A Summerhill's No Frills	S. SUMMERHILL
1740900 Ontario Limited O/A Tony & Kathy's No Frills	T. RAFFAELE
2183565 Ontario Limited O/A Mackay's No Frills	D. MACKAY
1867155 Ontario Limited O/A Eric's No Frills	E. HACHEY
Loblaws Inc. O/A No Frills (#269)	CORPORATE
2183055 Ontario Limited O/A Victor's No Frills	V. Nunez
Loblaws Inc. O/A NGR (#2616)	CORPORATE
2624660 Ontario Limited. O/A Ted's No Frills	T. THORPE

1831479 Ontario Limited.  
O/A Christopher's No Frills C. LA ROSA

1791884 Ontario Limited.  
O/A Vito's No Frills V. GALATI

**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, 10.07, 10.08, 10.09 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 undersigned franchisee). a Company incorporated under the laws of the Province of Ontario, recognizes the United Food and Commercial Workers Canada, Local 1000A as the sole and exclusive bargaining agency for all part-time employees.

**ARTICLE 2 - SENIORITY**

- 2.01 (a) Upon completion of sixty (60) 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 date being established as 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. For clarity, the Full time seniority credit shall

not exceed the 12 months point of the full time wage progression and employees will be required to accrue the necessary full time service to advance on the 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. It is understood that any part-time employee promoted to a full-time position who does not successfully complete such probationary period shall be entitled to revert back to their part-time position with no loss of seniority or any other part-time rights under this collective agreement. It is also understood that any part-time employee promoted to full-time prior to completing their part-time probationary period shall be deemed to have completed such probationary period. It is understood that termination from full-time employment for cause (except reasons related to full-time probationary competency) shall not result in reversion to part-time employment. Part time employees promoted to full time shall be entitled to unpaid vacation time based on their combined part time and full time service. The portion of their vacation to be with pay shall continue to be determined based on full time service.

(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 qualifications to perform the work and is available.

For clarity, it is understood that an employee will normally be scheduled in one area of the store only, unless a different arrangement is worked out between the Owner and the employee.



The area of the store in which an employee is normally scheduled may be changed on a permanent or semi-permanent basis by mutual agreement between the Owner and the employee.

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 qualifications 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 qualifications to perform the available work.

- (b) Notwithstanding article 2.03 (a), part time cashiers with four (4) years of service, or more, may make a request to be transferred to another area of the store and shall be provided customary part time new hire training. Upon such transfer employees will maintain their seniority and rate of pay and shall be required to serve a probationary period of sixty (60) days worked in their new scheduling area. In the event an employee does not successfully complete the probationary period they will be returned to their previous role on the front end with no loss of seniority or rate of pay. Employees may also elect to return to the front end during their probationary period with no loss of seniority or rate of pay. Once transferred, employees will be scheduled and eligible for call-ins in the new scheduling area of the store. For clarity, employees who do not successfully complete their probation in another area of the store will be deemed not to have gained ability and qualifications in that area of the store.

Such transfers shall be limited to two (2) cashiers per store per six (6) month period. Individual cashiers may make one request during the term of the Collective Agreement.

- (c) 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. Store Stewards will be permitted to review employee requests for time off weekly. The store steward will be given a copy of work schedules. Employee's meal periods will be based on the commencement of their shift. The weekly schedule of hours shall be totaled for every employee on every schedule.

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 a full time 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, Leamington, Port Colbourne, Peterborough, Picton, Sutton, North Bay, Campbellford, Belleville, Parry Sound, Brighton, Bancroft, Gananoque, Shelburne, Fort Erie, Grand Bend, Kenora, Port Dover, and Innisfill 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 may be defined as “banner-wide” promotional activities (maximum 4 per year), 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 (a) 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 fifty cents (\$0.50) per hour for all such hours worked in excess of twenty-four (24).
- (b) Part time employees who work more than thirty-two (32) hours in a week for reasons other than as outlined in Article 2.04 will receive a premium of one dollar and fifty cents (\$1.50) per hour on all hours over thirty-two (32) hours worked. It is understood that (a) above shall apply for hours worked over twenty-four (24) up to thirty-two (32) hours worked.
- (c) Part time night crew employees who are scheduled to work more than thirty-two (32) hours in a week for reasons other than as outlined in Article 2.04 will receive a premium of one dollar and twenty five cents (\$1.25) per hour for all hours worked in the week. Night crew employees are defined as employees who work exclusively night crew within a given week.
- (d) It is understood that no more than one of a), b), or c) will be applicable to the same hour.

**ARTICLE 3 - HOURS OF WORK**

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. However, notwithstanding Article 11.03 (d), hours prior the commencement of his shift will receive his regular rate of pay.

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**

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.

- c) Employees hired after June 22, 2007 shall continue to be entitled to statutory holiday pay in accordance with the Employment Standards Act.

**ARTICLE 6 - VACATIONS**

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 provided up to three (3) consecutive days off with pay to attend the funeral if scheduled to work. Immediate family shall be defined in Article 22 of the main body of the 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.

- 7.02 At the sole discretion of the Owner a leave of absence may be granted for educational purposes. Such employees will not acquire seniority for the period of their leave. It is agreed that the owner's discretion will be applied fairly amongst all employees within a given location.

#### **ARTICLE 8 - WAGES**

- 8.01 All non-student part-time employees on the payroll on December 12, 2011 shall receive the following wage increases (and ratification wage retroactivity as indicated below) and lump sum amounts at ratification and in each year of the agreement

provided that they are at or above the pre-ratification end rate of pay on the applicable date:

**At ratification (applied retroactively): 30 cents per hour**

**Effective first full pay week following June 30<sup>th</sup>, 2012: \$350**

**Effective first full pay week following June 30<sup>th</sup>, 2013: 30 cents per hour**

**Effective first full pay week following June 30<sup>th</sup>, 2014: \$350**

**Effective first full pay week following June 30<sup>th</sup>, 2015: 30 cents per hour**

All lump sums shall be subject to applicable taxes and withholdings required by law. The Employers shall apply the lowest legally permissible tax rate to the above lump sum payments.

\$0.10 of these monies will be applied to the end rates of the non-student part-time wage progression only. For clarity, only those employees hired prior to the date of ratification will receive the wage increases and lump sums on the above mentioned dates. Employees hired after the date of ratification shall be entitled to the below reflected end-rate increases only.

As of the date of ratification the below reflected "Ratification" minimum rates shall become effective. All non-student part time employees shall move to the new rates based on their accumulated hours of work.

<b>Minimum Rates of Pay for Part Time Employees</b>						
				<b>December 12th, 2011</b>	<b>June 30<sup>th</sup>, 2013</b>	<b>June 30<sup>th</sup>, 2015</b>
0	To	300	hours worked	\$10.25	\$10.25	\$10.25
301	To	650	hours worked	\$10.30	\$10.30	\$10.30
651	To	1300	hours worked	\$10.35	\$10.35	\$10.35
1301	To	1950	hours worked	\$10.40	\$10.40	\$10.40
1951	To	2600	hours worked	\$10.45	\$10.45	\$10.45
2601	To	3250	hours worked	\$10.50	\$10.50	\$10.50
3251	To	3900	hours worked	\$10.55	\$10.55	\$10.55

3901	To	4550	hours worked	\$10.60	\$10.60	\$10.60
4551	To	5200	hours worked	\$10.65	\$10.65	\$10.65
5201	To	5850	hours worked	\$10.70	\$10.70	\$10.70
5851	To	6500	hours worked	\$10.75	\$10.75	\$10.75
6501	+		hours worked	\$12.20	\$12.30	\$12.40

An employee must be actively employed on the date a lump sum payment is effective to be eligible to receive such payment. All lump sum payments are paid within 3 weeks less government required deductions.

Effective at ratification all part-time student employees shall move to the new part time student wage progression below based on their accumulated hours of work. Part time student employees with 1950 hours worked or more and who were on the payroll as of December 12, 2011 shall receive the following wage increases (and ratification wage retroactivity as indicated below) and lump sum amounts at ratification and in each year of the agreement:

At ratification (applied retroactively):	30 cents per hour
Effective first full pay week following June 30th, 2012:	\$350
Effective first full pay week following June 30th, 2013:	30 cents per hour
Effective first full pay week following June 30th, 2014:	\$350
Effective first full pay week following June 30th, 2015:	30 cents per hour

All lump sums shall be subject to applicable taxes and withholdings required by law. The Employers shall apply the lowest legally permissible tax rate to the above lump sum payments.

The above increase will not be applied to the end rate of the student scale.

<b>Minimum Rates of Pay for Part Time Student Employees</b>			
<b>Hours Worked</b>			<b>December 12, 2011</b>
0	To	300	\$9.60
301	To	650	\$9.65

651	To	1300	\$9.70
1301	To	1950	\$9.75
1950	+		\$9.80

A part time student employee must be actively employed on the date a lump sum payment is effective to be eligible to receive such payment. All lump sum payments are paid within 3 weeks less government required deductions.

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

Upon reaching their 18<sup>th</sup> 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.

While school is in session students are not intended to work more than twenty-eight (28) hours per week. Should a student work more than twenty-eight hours in a week while school is in session they will be paid for that week at the regular part time rate associated with their accumulated hours. It is understood that students shall also be entitled to premiums as outlined in this collective agreement that other part time employees are entitled to.

8.02 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 notwithstanding Appendix "A", Article 8.03 (e) remain at such rate of pay until their hours worked with the Employer would permit them an increase in their rate of pay in accordance with the wage grid.

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



- (b) When the Owner pays a new employee more than the starting rate in his classification, such employee shall receive increases in accordance with the wage schedule and be deemed to have the appropriate service.
- (c) 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.
- (d) 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.
- (e) An employee receiving a raise in pay after the date of hire will be deemed to have the appropriate service for the purposes of wage progression only.

8.04 Employees assigned cash office duties and who perform fifty percent (50%) or more of their shift performing such duties will receive a premium of fifty (50) cents per hour for the full shift. It is understood that the owner or designate retain the right to appoint employees to receive cash office training and to perform those duties.

When considering training cash office personnel the owners commit to posting a notice of interest for employees who would like to be considered for work in the cash office.

**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 scheduled to work. For clarity, employees arriving late for their shift may not be entitled to this break if they were scheduled to work not more than a four (4) hour shift. 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. It is understood that the meal period shall be taken as close to the mid-point of the shift as possible.
- c) An employee working a shift of more than five (5) hours, but less than six (6) hours is entitled an additional fifteen (15) minute unpaid rest period to be taken in conjunction with their paid fifteen (15) minute rest period. By mutual agreement with the Owner these fifteen (15) minute rest periods may be taken non-consecutively.

**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.

**ARTICLE 12 – PART TIME BENEFIT TRUST FUND**

The Employers will continue to contribute a fifteen (15) cent per hour contribution on part time hours worked to a jointly trusteeed benefit plan. The Benefit coverage and qualifiers shall be as determined by the trustees of the benefit plan.

**First Contribution Holiday**

There shall be a 1 year contribution holiday during the calendar year 2012.

**Second Contribution Holiday**

There shall be an additional 1 year contribution holiday during the calendar year 2014. If the trustees will be unable to maintain the qualifiers and levels of benefits (in effect at the time of ratification) during 2014 the second contribution holiday may be suspended in full or in part by the trustees upon demonstrating clear financial justification.

The trustees shall not improve the qualifiers and levels of benefits in effect at the time of ratification unless improvements can confidently be made without jeopardizing the second premium holiday.

**APPENDIX "B"**

**LIFE INSURANCE**

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**

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**

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**

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**

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.

Employees are encouraged to fill their prescriptions at a No Frills or a sister company (Loblaw affiliated) "DRUGStore" pharmacy. Effective not later than February 1<sup>st</sup>, 2012 a full time employee drug card will be introduced which may be used at No Frills or sister company (Loblaw affiliated) "DRUGStore" pharmacies.

Employees who chose to fill their prescriptions with a non-"DRUGStore" pharmacy shall continue to submit their claim for reimbursement.

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

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**

The Employer agrees to provide Dental 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 cleaning, polishing, x-rays and fluoride treatments, once every nine (9) months for employees and dependents over eighteen (18) years of age and two (2) times per calendar year for employees and dependents eighteen (18) years of age and under. Extractions, fillings, injections, consultations, root canal therapy, endodontic and periodontic treatment.

The Plan provides for a maximum of one thousand dollars (\$1000.00) per family member per year.

At ratification – reimbursement based on 2009 Ontario Dental Association Fee Guide

Eff. May 1, 2012 - reimbursement based on 2010 Ontario Dental Association Fee Guide

Eff. May 1, 2013 - reimbursement based on 2011 Ontario Dental Association Fee Guide

Eff. May 1, 2014 - reimbursement based on 2012 Ontario Dental Association Fee Guide

Eff. May 1, 2015 - reimbursement based on 2013 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 reasons the duplicate coverage ceases.

#### **ORTHOTIC COVERAGE**

The plan shall provide for \$350 in annual Orthotic coverage.

#### **OPTICAL**

Effective July 9, 1997, full time employees and their eligible dependents shall be eligible for a maximum of \$150 every two (2) years. Effective May 1, 2000 this shall increase to a maximum of \$175 every two (2) years. Payment will be made upon the receipt of proof of purchase

**APPENDIX "C"**

**Letter of Understanding**

**Between:**

**No Frills Franchise Owners  
("The Owners")**

**And**

**United Food and Commercial Workers Canada, Local 1000A  
("The Union")**

The purpose of this Letter of Understanding is to clarify the application of the scheduling and availability of part time employees under Article 2.03 of the collective agreement.

The parties continue to recognize that the following four principles apply to the scheduling and availability of part time employees and believe this Letter of Understanding is consistent with those principles:

- Employees do not have the right to exercise a preference of hours within their weekly schedule of work.
- Employees may be scheduled up to 24 hours in a week but an Owner is not obliged to do so.
- Owners have no obligation to create shifts to suit the availability of an employee.
- Owners determine the length of shifts.

1. This Letter of Understanding is to be effective Sunday April 14, 2002.

### Scheduling

2. (a) Subject to 2.03 of the Collective Agreement scheduling is to be done so that a junior employee's scheduled hours for the week do not exceed any senior employee's scheduled hours for the week if this is accomplished in whole or in part by scheduling that junior employee for shifts within the senior employee's availability which the senior employee could work.
- (b) For the purposes of paragraph (a) the junior employee's scheduled hours for the week include shifts which the junior employee is scheduled as a result of reverse order scheduling.

### Availability

3. Base Availability shall mean an employee's availability to work as determined in the following manner:
  - (a) Employees hired after March 19, 2002, will be required to declare their Base Availability at the time of hiring which will remain in effect until the employee has worked for 2750 hours.
  - (b) Employees hired on or before January 20, 2002, who have not worked 2750 hours in the course of their current employment in the store ("2750 hours"), will be required to declare their Base Availability prior to April 2, 2002, however, an employee's declaration of Base Availability cannot be less than their demonstrated availability during the 5 week period January 20, 2002, to February 23, 2002, inclusive. Such Base Availability shall remain in effect until the employee has worked 2750 hours.
  - (c) The Base Availability of employees hired after January 20, 2002, shall be their declaration of availability submitted at the time of hiring. If such an employee did not submit a declaration of availability at the time of hiring then they shall be required to declare their Base Availability. Such Base Availability shall remain in effect until the employee has worked 2750 hours.



4. Employees who have worked less than 2750 hours may make a request for time off which shall be granted by the Owner unless the employee is subject to reverse order scheduling as set out in paragraph 7. For clarity, such requests are intended to be occasional in nature.
5. Employees who have declared a Base Availability in accordance with paragraph 3 may advise the Owner in writing of an expanded availability which will remain in effect until the employee advises the Owner in writing that he or she wishes to revert to his/her Base Availability provided that an employee who declared their Base Availability in accordance with paragraph 3(b) and (c) may not make such a request until after May 12, 2002.
6. After 2750 hours employees can change their availability, provided that an employee hired after March 19, 2002, who has worked 2750 hours or more must maintain a weekly availability of at least two shifts per week. For clarity, the two-shift availability must be for shifts in use at the time within the area of the store where the employee normally works.

#### Reverse Order Scheduling

7. (a) It is recognized that the owners must have the ability to operate the store efficiently to meet the needs of the business and that while junior employees may have the training and have the necessary ability and qualifications to perform the work at a basic level, such junior employees may not have the ability and qualifications to perform the work required at a level that will efficiently meet the needs of the business. Accordingly, for employees who have worked less than 2750 hours, the following will apply.
  - (b) In the event there is, in the opinion of the owner, a shortage of employees to work hours on any given shift sufficient to efficiently meet the needs of the business, the owner shall have the right to schedule employees in reverse order of seniority, based on their Base Availability, commencing not necessarily with the most junior employee, but with the most junior employees who, in the opinion of the owner, have the

necessary ability and qualifications to efficiently meet the needs of the business.

- (c) The owner shall not act in a manner that is unreasonable in scheduling employees pursuant to paragraph (b) above.
- (d)
  - (i) An employee who is subject to reverse order scheduling in a given week cannot be required to work more than 4 shifts in the week.
  - (ii) All shifts for which the employee is scheduled, whether regularly scheduled or reverse order scheduled, shall be included for the purposes of paragraph (d)(i).
- (e) In exceptional personal circumstances, a junior employee may request and be granted an exemption from reverse order scheduling on a particular shift to accommodate those personal circumstances. Such requests will not be unreasonably denied provided another employee can be scheduled in accordance with paragraph (b) to work the shift.

#### Dispute Resolution

- 8. Any dispute with respect to the establishment of Base Availability under paragraph 3(b) or (c) of an employee will be subject to the following dispute resolution process:
  - (a) The employee and a union representative will meet with the Owner to attempt to reach an agreement.
  - (b) If no agreement is reached under paragraph (a), Paul Docherty and John Pierce, or their designates, will attempt to reach an agreement.
  - (c) If no agreement is reached under paragraph (b), then the dispute shall be referred to the Arbitrator for determination through an Expedited Arbitration Process.

9. The parties agree that it is desirable to resolve disputes with respect to the establishment of Base Availability under paragraph 3(b) or (c) of an employee in an informal and expedited process and accordingly have agreed to the following Expedited Arbitration Process:

(a) The Arbitrator is Robert Herman or should he be unable to act such other person mutually agreed to by the parties or, failing agreement, appointed by the Minister of Labour.

(b) The Arbitrator shall determine the method of proceeding on an expedited basis in his discretion and render a decision on the issue.

**APPENDIX “D”**

**PHARMACY OPERATIONS**

- 1) Pharmacists shall be excluded from the bargaining unit.
- 2) The pharmacy shall constitute a separate seniority department.
- 3) Part time pharmacy employees shall be covered by Article 2.04 of Appendix “A” except (f), (h) and In addition they shall be covered for the following periods during flu season, allergy season and other peak periods in the pharmacy department.

All full time pharmacy employees on the payroll on December 12<sup>th</sup>, 2011 shall receive the following wage increases (and ratification wage retroactivity as indicated below) and lump sum amounts at ratification and in each year of the agreement provided that they are at or above the end rate of pay on the applicable date:

At ratification (applied retro actively):	35 cents per hour
Effective first full pay week following June 30 <sup>th</sup> , 2012:	\$600
Effective first full pay week following June 30 <sup>th</sup> , 2013:	35 cents per hour
Effective first full pay week following June 30 <sup>th</sup> , 2014:	\$600
Effective first full pay week following June 30 <sup>th</sup> , 2015:	35 cents per hour

All lump sums shall be subject to applicable taxes and withholdings required by law. The Employers shall apply the lowest legally permissible tax rate to the above lump sum payments.

\$.15 of these monies will be applied to the end rates of the full time pharmacy technicians wage progression. For clarity, only those employees hired full time prior to the date of ratification will receive the wage increases and lump sums on the above

mentioned dates. Employees hired after the date of ratification shall be entitled to the below reflected end-rate increases only.

In the event that a general wage increase results in an employee being on an “off-rate” within his or her classification, it is understood notwithstanding Article 16.04 and Appendix “A”, Article 8.04 (f) that the employee will still have to acquire the appropriate service to advance on their wage progression.

<b>Minimum Rates of Pay for the Full Time Pharmacy Technicians</b>			
	<b>December 12<sup>th</sup>, 2011</b>	<b>June 30<sup>th</sup>, 2013</b>	<b>June 30<sup>th</sup>, 2015</b>
Start	\$13.00	\$13.00	\$13.00
6 months	\$13.50	\$13.50	\$13.50
12 months	\$13.80	\$13.80	\$13.80
18 months	\$14.10	\$14.10	\$14.10
24 months	\$14.40	\$14.40	\$14.40
30 months	\$14.70	\$14.70	\$14.70
36 months	\$17.15	\$17.30	\$17.45

An employee must be actively employed on the date a lump sum payment is effective to be eligible to receive such payment. All lump sum payments are paid within 3 weeks less government required deductions.

All part-time pharmacy employees on the payroll on December 12, 2011 shall receive the following wage increases (and ratification wage retroactivity as indicated below) and lump sum amounts at ratification and in each year of the agreement provided that they are at or above the end rate of pay on the applicable date:

At ratification (applied retroactively):	30 cents per hour
Effective first full pay week following June 30th, 2012:	\$350
Effective first full pay week following June 30th, 2013:	30 cents per hour
Effective first full pay week following June 30th, 2014:	\$350
Effective first full pay week following June 30th, 2015:	30 cents per hour

All lump sums shall be subject to applicable taxes and withholdings required by law. The Employers shall apply the lowest legally permissible tax rate to the above lump sum payments.

\$0.10 of these monies will be applied to the end rates of the part-time pharmacy technician wage progression. For clarity, only those employees hired prior to the date of ratification will receive the wage increases and lump sums on the above

mentioned dates. Employees hired after the date of ratification shall be entitled to the below reflected end-rate increases only.

As of the date of ratification the below reflected “Ratification” minimum rates shall become effective. All employees shall move to the new rates based on their accumulated hours of work.

<b>Minimum Rates of Pay for Part Time Pharmacy Technicians</b>					
<b>Hours worked</b>			<b>December 12th, 2011</b>	<b>June 30th, 2013</b>	<b>June 30th, 2015</b>
0	To	300	\$10.50	\$10.50	\$10.50
301	To	650	\$10.55	\$10.55	\$10.55
651	To	1300	\$10.60	\$10.60	\$10.60
1301	To	1950	\$10.65	\$10.65	\$10.65
1951	To	2600	\$10.70	\$10.70	\$10.70
2601	To	3250	\$10.75	\$10.75	\$10.75
3251	To	3900	\$10.80	\$10.80	\$10.80
3901	To	4550	\$10.85	\$10.85	\$10.85
4551	To	5200	\$10.90	\$10.90	\$10.90
5201	To	5850	\$10.95	\$10.95	\$10.95
5851	To	6500	\$11.00	\$11.00	\$11.00
6501	+		\$13.55	\$13.65	\$13.75

Notwithstanding the above wage progressions where there is an increase in the Ontario minimum wage rate it shall become the new start rate and those employees so affected shall notwithstanding Article 16.04 and Appendix “A”, Article 8.04 (f) remain at such rate of pay until their hours worked with the Employer would permit them an increase in their rate of pay in accordance with the wage grid.

Appendix “A” applies to all part time employees of the pharmacy, unless noted otherwise in this Appendix.

The Collective Agreement applies to all full-time employees of the pharmacy, unless noted otherwise in this Appendix.

- 4) As a result of ongoing changes within the pharmacy industry and legislation aimed at increasing pharmacy patient safety the following shall apply to pharmacy operations covered by this collective agreement.

The term "Pharmacy Technician" shall be used in reference to out-of-scope government regulated Pharmacy Technicians only. Current and future in-scope employees of the pharmacy will be titled as "Pharmacy Assistants" or "Pharmacy Clerks".

A Pharmacy Assistant shall be defined as an employee who possesses the demonstrated knowledge and ability to manage a new prescription from intake to the Pharmacist/Pharmacy Technician's sign off. A standardized Wadland Pharmacy designed and administered Pharmacy Assessment (known as the Standardized Pharmacy Assessment) will be used to assess the above. Employees hired externally or from within the store must also pass the Standardized Pharmacy Assessment in order to work as a Pharmacy Assistant. Pharmacy Assistants shall be paid in accordance with the Pharmacy Assistant wage progressions. The Employer shall determine the Pharmacy Assistant staffing requirements in its sole discretion.

A Pharmacy Clerk shall be defined as an employee who works within the pharmacy but is not assigned to perform the full normal duties of a Pharmacy Assistant. The minimum hourly rates of pay for Pharmacy Clerks are the same minimum hourly rates of pay applicable to other Clerk classifications covered by this collective agreement.

A Pharmacy Clerk may express an interest in becoming a Pharmacy Assistant and they will be afforded the opportunity to do so provided that they are able to demonstrate the knowledge and ability to manage a new prescription from intake to the Pharmacist/Pharmacy Technician's sign off (as determined by the Standardized Pharmacy Assessment) and provided that there is a suitable opening as determined by the Employer.

It is understood that the Pharmacy Assistant classification and associated scheduling will be introduced over time and that until such time as the Standardized Pharmacy Assessment can be completed all current in-scope pharmacy employees will continue to be classified and paid as Pharmacy Assistants. No current pharmacy employee shall experience a reduction in their rate of pay as a result of the implementation of these changes. All employees working in the pharmacy at ratification shall be given the opportunity to complete the assessment.

**APPENDIX “E”**

**NO FRILLS DEFINED CONTRIBUTION PENSION**

Full time and part time employees of No Frills locations will be eligible to participate in a defined contribution pension plan on the following basis. Participation will be voluntary.

In order to join the defined contribution plan an employee must have worked a minimum of 700 hours or earned 35% of the YMPE for each of two consecutive calendar years.

Participation in the defined contribution plan will require that an employee make contributions equal to those of the Employer. The contributions will be made via payroll deduction.

The following shall be the contributions rates effective within three (3) weeks of the date of ratification (June 22<sup>nd</sup> 2007)

Contributions will be made on each hour worked by the employee. The contribution level will be service based as follows:

	<b>2 – 5 years</b>	<b>Over 5, below 10</b>	<b>10 years +</b>
<b>Employee</b>	15 cents/hour	22 cents / hour	30 cents / hour
<b>Employer</b>	15 cents/hour	22 cents / hour	30 cents / hour

The following shall be the contributions rates effective the 3<sup>rd</sup> anniversary of the date of ratification (June 22<sup>nd</sup> 2007) of the Collective Agreement:

	<b>2 – 5 years</b>	<b>Over 5, below 10</b>	<b>10 years +</b>
<b>Employee</b>	20 cents/hour	30 cents / hour	40 cents / hour
<b>Employer</b>	20 cents/hour	30 cents / hour	40 cents / hour



Years of service for the purposes of the defined contribution plan will be determined based on the employee's years of completed service as of December 31<sup>st</sup> of the previous year.

Employer contributions will become vested after two (2) years of plan participation.

Employees declining participation in the defined contribution plan at start-up will have one opportunity to join at a later date of the Employer's choosing. Employees who terminate their participation in the plan will not be permitted to re-join at a later date.

The "Plan Document" will be the governing document over this defined contribution plan and a conflict between the Collective Agreement and the Plan Document will be resolved in accordance with the Plan Document. The Employers retain the right to amend the plan at their sole discretion as necessary (example: legislative issues, administrative issue, etc).

The Employers make the following commitments relative to the administration of this plan:

1. The Employers will provide to the Union with current copies of the information provided to newly eligible employees of the pension plan.
2. The Employers will post a notice reminding eligible employees that information regarding the plan is available upon request.
3. The Employers will maintain a record of eligible employees that were provided with the opportunity to view information about the pension plan.

**LETTER OF UNDERSTANDING # 1 – MEAT DEPARTMENT**

July 1, 2011

Ms. Pearl Sawyer  
President  
U.F.C.W. Canada Local 1000A  
70 Creditview Rd.  
Woodbridge, Ontario  
L4L 9N4

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**

**LETTER OF UNDERSTANDING # 2 - EMPLOYEE REQUEST**

July 1, 2011

Ms. Pearl Sawyer  
President  
U.F.C.W. Canada Local 1000A  
70 Creditview Rd.  
Woodbridge, Ontario  
L4L 9N4

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 over-time 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**

**LETTER OF UNDERSTANDING # 3 – WHOLESALE MANAGER**

July 1, 2011

Ms. Pearl Sawyer

President

U.F.C.W. Canada Local 1000A

70 Creditview Rd.

Woodbridge, Ontario

L4L 9N4

The parties to this collective agreement agree, notwithstanding article 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 July 9, 2002. The exclusion and creation of this position shall not constitute the creation of a separate department.

Yours very truly,

**NO FRILLS FRANCHISEES**

**LETTER OF UNDERSTANDING # 4**

July 1, 2011

Ms. Pearl Sawyer  
President  
U.F.C.W. Canada Local 1000A  
70 Creditview Rd.  
Woodbridge, Ontario  
L4L 9N4

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 seventy-five cents (75¢) per hour more than the full time grocery-produce clerk rate of pay as defined under the Collective Agreement .

Yours very truly,

**NO FRILLS FRANCHISEES**

**LETTER OF UNDERSTANDING # 5 – CREDIT UNION**

July 1, 2011

Ms. Pearl Sawyer  
President  
U.F.C.W. Canada Local 1000A  
70 Creditview Rd.  
Woodbridge, Ontario  
L4L 9N4

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,

**NO FRILLS FRANCHISEES**

**LETTER OF UNDERSTANDING # 6 – STATUTORY HOLIDAYS**

July 1, 2011

Ms. Pearl Sawyer  
President  
U.F.C.W. Canada Local 1000A  
70 Creditview Rd.  
Woodbridge, Ontario  
L4L 9N4

In the event stores are allowed to legally open on a statutory holiday with no premium pay, then the parties will meet with a view to amend the Collective Agreement. Work on these holidays will remain voluntary.

Yours very truly,

**NO FRILLS FRANCHISEES**

**LETTER OF UNDERSTANDING # 7 -PLUS MODEL NO FRILLS**

July 1, 2011

**Between:**

**No Frills Franchise Owners**

**And**

**United Food and Commercial Workers Canada, Local 1000A  
("The Union")**

This letter is to confirm the parties' understanding with respect to "Plus" model No Frills stores.

1. The full No Frills Franchise Owners Collective Agreement, Appendices, and Letters of Understanding shall apply to "Plus" Model No Frills locations except as specifically noted within this Letter of Understanding.
2. A "Plus" Model No Frills location shall be defined as a new or converted No Frills store that:
  - a. Has a total store square footage of greater than 30,000 square feet; and
  - b. Has 30% or more of the total selling area of the store dedicated to the merchandising of Department Store Type Merchandise (DSTM).
3. The non union exclusions within a "Plus" model No Frills store are as follows:
  - a. Owner/Manager
  - b. Persons above the rank of Owner/Manager
  - c. Bookkeeper
  - d. Produce Manager
  - e. Up to two (2) Associate Managers
  - f. Up to twelve (12) DSTM Supervisors (no more than one per department)
  - g. Up to six (6) Assistant DSTM Supervisors
  - h. Up to one (1) DSTM Night Stocking Supervisor (the Night Stocking Supervisor will be used only between the hours of 8 pm and 9 am unless otherwise agreed between the parties)



An incumbent Associate Manager in a current No Frills location converted to a “Plus” Model No Frills shall remain in the bargaining unit as long as they remain in their roles. Upon their departure any such Manager(s) will be replaced on a non-union basis in accordance with this Letter of Understanding.

4. a) The Employer will provide the union with a list of DSTM departments and exclusions within each store and will advise the union of any changes planned to the list of departments or exclusions.  
  
b) DSTM Supervisors will not perform work outside of the department(s) they are managing. An exception exists for DSTM Supervisors who may be overseeing additional departments during breaks, days off, vacations or other absences of another DSTM Supervisor or an Associate Manager. In addition, a DSTM Supervisor may be assigned to oversee the total store at times and may perform duties outside of their department under such circumstances.
5. For clarity, DSTM merchandise shall include but not be limited to: Home Décor, Bed and Bath, Cook and Table, Kids Kloz, Photo Lab, Photo Studio, Electronics, HABA, Home Office, Book and Magazines, Cards and Party, Cosmetics, Housewares, Sporting Goods, Toys, Leisure, Automotive, Hardware, Footwear, and Apparel. It is recognized by the parties that the extent and variety of DSTM may differ by location and over time as the DSTM business evolves generally.
6. Notwithstanding Article 2, Appendix “A”, part time employees within a “Plus” model No Frills location shall acquire seniority within either the Food or DSTM area of the store.
7. The wages of all DSTM employees shall be the same as for non DSTM employees as found within the main agreement and appendices.
8. Dollar Store operations will be governed by the Letter of Understanding on Dollar Store operations.

9. Employees with a minimum of 2500 hours worked may make a one-time request to be transferred to a food department within the store. The Employer will determine the timing of such transfer provided that the transfer will occur within three (3) months of the employee request. The Employer may limit the number of transfers into any given department to a maximum of one (1) during every six (6) month period. Employees who transfer departments will maintain their company seniority and service however will be placed at the bottom of the schedule in their new area of work and will be scheduled in accordance with this placement.
  
10. In a store conversion all current food employees at the time of the announcement will remain on the food side of the store unless they request in writing to be transferred at the time of the conversion to the DSTM side of the store. Such employee(s) will receive the rate of pay associated with their accumulated hours of work applied to the DSTM wage progression subject to not exceeding the DSTM end rate of pay. Their seniority will be transferred to the DSTM seniority list and they will be placed on the top of the schedule in their new area in order of seniority.

July 1, 2011

**LETTER OF UNDERSTANDING # 8 - DOLLAR SHOP**

**Between:**

**No Frills Franchise Owners**

**And**

**United Food and Commercial Workers Canada, Local 1000A**

The purpose of this letter is to confirm the parties' understanding with respect to "Dollar Store" operations located within No Frills locations and managed by No Frills.

- i) The Manager of this operation shall be excluded from the bargaining unit;
- ii) The Manager will not normally perform duties unrelated to the Dollar Store operation; however, he or she may perform other duties as necessary when assigned responsibility for the total store on a particular day or evening;
- iii) The dollar store operation shall constitute a separate seniority department unless the owner request to merge dollar store seniority with the rest of the store and the union agrees. The union agrees that such a request shall not be unreasonably denied;
- iv) Should any No Frills location terminate its management of Dollar Store operations all unionized employees will be re-deployed to other areas of the store with their wage rate and seniority intact;
- v) This letter will apply only in stores with Dollar Store operations that are a minimum of **2000** square feet unless otherwise specifically agreed between the parties.
- vi) Transition: Managers hired into Dollar Shops between 2000 square feet and 2900 square feet prior to November 7, 2006 will be unionized as long as they remain in their roles. Upon their departure any such Managers will be replaced on a non union basis in accordance with this Letter of Understanding.

This Letter of Understanding shall form part of the collective agreement between No Frills Franchise Owners and the United Food and Commercial Workers Canada Union, Local 1000A.

**LETTER OF UNDERSTANDING # 9 – ENHANCED SEVERANCE**

July 1, 2011

Ms. Pearl Sawyer  
President  
U.F.C.W. Canada Local 1000A  
70 Creditview Rd.  
Woodbridge, Ontario  
L4L 9N4

In the event of a permanent discontinuance of the operations of any of the No Frills covered by this Collective Agreement the affected employees will receive severance in the amount of 1.5 times their normal weekly earnings multiplied by their completed years of service. This payment is deemed to be inclusive of any payments required by law.

Employees will generally be expected to remain in their employment up until the closure of the location. Special individual consideration for early departure may be made subject to the Employer's ability to continue the normal operation of the store.

Notwithstanding the above paragraph Article 10.03 (a) of the collective agreement shall apply.

Enhanced severance shall not be payable to employees who secure employment with another retailer within the Loblaw group of companies provided that all the following conditions are met:

1. The employee's status as a full time or part time is maintained
2. The employee's rate of pay is maintained or improved
3. The employee's years of service are recognized for vacation purposes

Yours very truly,

**NO FRILLS FRANCHISEES**

**LETTER OF UNDERSTANDING #10 – SAFETY FOOTWEAR**

July 1, 2011

Ms. Pearl Sawyer

President

U.F.C.W. Canada Local 1000A

70 Creditview Rd.

Woodbridge, Ontario

L4L 9N4

All part time employees with a minimum of two (2) years service that are required by the Employer to purchase and use safety footwear will be reimbursed \$30 upon presentation of a receipt. This reimbursement is on a one-time basis during the life of the agreement. Full time employees will be entitled to reimbursement of \$30 twice during the life of this Collective Agreement upon presentation of a receipt. Safety shoes must be entirely black in colour and must be Canadian Standards Approved (CSA).

Yours very truly,

**NO FRILLS FRANCHISEES**

**LETTER OF UNDERSTANDING # 11 – PRODUCTION OF COLLECTIVE AGREEMENTS**

July 1, 2011

Ms. Pearl Sawyer  
President  
U.F.C.W. Canada Local 1000A  
70 Creditview Rd.  
Woodbridge, Ontario  
L4L 9N4

The Employers agree to contribute \$5000 towards the printing cost of the Collective Agreement.

Yours very truly,

**NO FRILLS FRANCHISEES**

**LETTER OF UNDERSTANDING # 12 – WORK ON STATUTORY HOLIDAYS**

July 1, 2011

Ms. Pearl Sawyer  
President  
U.F.C.W. Canada Local 1000A  
70 Creditview Rd.  
Woodbridge, Ontario  
L4L 9N4

While employees do not have a contractual right to exercise a preference for work on Statutory Holidays the Employers commit that the introduction of a 1.5 times their regular hourly rate for employees hired after June 22, 2007 is not intended to result in the loss of work on Statutory Holidays for employees who continue to receive 2 times their regular hourly rate for such work. It is expected that the effect of employee turnover will allow progressive blending of hours between those employees in receipt of 2 times their regular hourly rate and those who receive 1.5 times their regular hourly rate. It is further committed that Civic Holiday will be managed in the same fashion.

Example: a store in which 80% of employees are eligible for 2 times their regular hourly rate and 20% eligible for 1.5 times their regular hourly rate the Employer commits to allot 80% of the hours to employees eligible for 2 times their regular hourly rate and 20% of the hours to employees eligible for 1.5 times their regular hourly rate. Stores will generally work to apply this undertaking within each scheduling area of the store.

Yours very truly,

**NO FRILLS FRANCHISEES**

**LETTER OF UNDERSTANDING #13 – PENSION PLAN CONTRIBUTION EXCEPTIONS**

July 1, 2011

Ms. Pearl Sawyer  
President  
U.F.C.W. Canada Local 1000A  
70 Creditview Rd.  
Woodbridge, Ontario  
L4L 9N4

The employers undertake to effect the below change relative to the defined contribution pension plan contained in Appendix “E”. In the event that this change may be implemented within the terms of the plan and may be reasonably administered then this change will be made.

An employee that is participating in the defined contribution pension plan who becomes eligible to participate at a higher rate in accordance with Appendix “E” and requests in writing to contribute to the plan at a lower rate than specified will be permitted to do so. Such employee may later notify the employer in writing that they wish to increase their contribution rate up to the rate specified within Appendix “E”. In any event, the Employer will match such employee’s contribution at the same rate. The minimum contribution rate shall in any event be 10 cents.

Yours very truly,

**NO FRILLS FRANCHISEES**



**LETTER OF UNDERSTANDING # 14 – REGISTERED PHARMACY TECHNICIANS**

July 1, 2011

Ms. Pearl Sawyer

President

U.F.C.W. Canada Local 1000A

70 Creditview Rd.

Woodbridge, Ontario

L4L 9N4

It is expected that “Registered Pharmacy Technicians” will be introduced in the Province of Ontario at some time during the term of this Collective Agreement. The parties agree that once this designation is recognized in the province, individuals working in the Pharmacy operations who hold this designation shall be excluded from the bargaining unit. The Employer and Union agree to meet at the time this occurs to discuss any potential issues.

Yours very truly,

**NO FRILLS FRANCHISEES**

**LETTER OF UNDERSTANDING #15 – MAKE UP EMPLOYEE SICK TIME**

July 1, 2011

Ms. Pearl Sawyer  
President  
U.F.C.W. Canada Local 1000A  
70 Creditview Rd.  
Woodbridge, Ontario  
L4L 9N4

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,

**NO FRILLS FRANCHISEES**

**LETTER OF UNDERSTANDING #16 – CASH ADVANCES**

July 1, 2011

Ms. Pearl Sawyer  
President  
U.F.C.W. Canada Local 1000A  
70 Creditview Rd.  
Woodbridge, Ontario  
L4L 9N4

The Employer agrees to provide a cash advance to full-time employees awaiting WSIB or weekly indemnity benefits up to the equivalent of the employee's vacation accrual. It is understood that any employee receiving such cash advance will be required to sign documentation concerning the repayment or deduction of the cash advance.

Yours very truly,

**NO FRILLS FRANCHISEES**

**NEW LETTER OF UNDERSTANDING #17 – RETURN TO WORK PROTOCOL**

July 1, 2011

Ms. Pearl Sawyer  
President  
U.F.C.W. Canada Local 1000A  
70 Creditview Rd.  
Woodbridge, Ontario  
L4L 9N4

The Employer agrees to notify the Union of the time, date and location of any meeting held with an employee regarding workplace accommodation. The Union representative or designate may attend such meeting.

Yours very truly,

**NO FRILLS FRANCHISEES**

**LETTER OF UNDERSTANDING #18 – STORE OPENING BEYOND 11 PM**

July 1, 2011

Ms. Pearl Sawyer  
President  
U.F.C.W. Canada Local 1000A  
70 Creditview Rd.  
Woodbridge, Ontario  
L4L 9N4

In the event any store opens for customer shopping convenience beyond 11 p.m. the Employer agrees to seek availability from part-time employees who fall under the criteria set out in Appendix “C” Availability #3 for base availability regarding availability for work beyond 11 p.m. and this shall be added to the employee(s) initial base availability and the employee shall be deemed to have the hours for this new availability as though it was in place from their date of hire. It is understood that temporary or promotional extensions of hours (i.e. midnight madness, pre-holiday) will be excluded from the application of this language. The Employer agrees to ask for volunteers prior to scheduling to meet the business requirements.

Yours very truly,

**NO FRILLS FRANCHISEES**

**LETTER OF UNDERSTANDING #19 – OCCASIONAL REQUEST FOR SATURDAY OFF**

July 1, 2011

Ms. Pearl Sawyer  
President  
U.F.C.W. Canada Local 1000A  
70 Creditview Rd.  
Woodbridge, Ontario  
L4L 9N4

The Owners agree that a full-time employee may request the occasional Saturday off. The Owner will consider the request with regard to the number of prior requests, other employee requests and the business requirements. It is acknowledged by all parties that Saturdays are in most cases the busiest day of the week and as such full-time employees are generally required to work on this day.

In accordance with the above language full-time employees requesting a Saturday off prior to commencing vacation on a Sunday will be granted their request subject to the above specified considerations.

Yours very truly,

**NO FRILLS FRANCHISEES**