

COLLECTIVE AGREEMENT

BETWEEN

**RETAIL WHOLESALE CANADA
CANADIAN SERVICE SECTOR, DIVISION OF
THE UNITED STEELWORKERS OF AMERICA
LOCAL 414**

AND

NO FRILLS FRANCHISE STORES

EFFECTIVE DATE : MAY 1, 1993
EXPIRY DATE : SEPT 14, 2002

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THIS COLLECTIVE AGREEMENT
Entered into as of this 10th day of August, 1997

BETWEEN:

NO FRILLS FRANCHISE STORES
(hereinafter called the "Employer")

AND

**RETAIL WHOLESALE CANADA
CANADIAN SERVICE SECTOR, DIVISION OF
THE UNITED STEELWORKERS OF AMERICA,
LOCAL 414**
(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 (Retail Wholesale Canada (Div. of U.S.W.A.) Local 414 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 normally scheduled to work more than twenty-four (24) hours per week
- 2.03 A part-time employee is one who is normally scheduled to work twenty-four (24) hours or less per week. The conditions of work of part-time employees shall be governed by Appendix "A" of this Agreement.

ARTICLE 3 - UNION SECURITY

- 3.01** (a) It is agreed that all employees covered by this Agreement shall become and remain members of the Union in good standing as a condition of employment.
- (b) New employees shall make application for membership in the Union at the time of their hiring and shall become and remain members of the Union in good standing, as a condition of employment. The Employer agrees that it will inform all new employees prior to or at the time of hiring of the Union security provisions of the Agreement.
- 3.02** 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. The Employer agrees to record the annual Union Dues deductions for each employee on his T4 Form.
- 3.03** In the event that such weekly Dues are changed during the term of the Agreement, such change must be given to the Employer by notice properly authorized by Union Officials and shall become effective within one (1) month following the date the notice is received.

- 3.04 New employees shall be documented and documents forwarded to the Union Office within two (2) weeks of hiring.
- 3.05 The first sixty (60) days at each store shall be considered a probationary period. It is understood between the Employer and the Union that a probationary employee shall be considered an employee for all purposes of the Agreement save that a probationary employee may be dismissed at any time during the probationary period.
- 3.06 The Employer agrees to forward to the Union Office in January, June and September an updated list of all full-time and part-time employees who have moved.

ARTICLE 4. FUNCTIONS OF MANAGEMENT

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

ARTICLE 5 - DISCHARGE AND DISCIPLINE

- 5.01 No employee shall be discharged or disciplined except for just and sufficient cause. Discharge or discipline grievances may be settled by confirming the Employer's decision or by reinstating the discharged or suspended employee with full compensation for time lost, less interim earnings if applicable, or by any other arrangement which is just and equitable in the opinion of the parties or of a Board of Arbitration if the matter is referred to it. The Employer agrees that whenever an Interview is held with an employee regarding his work or conduct which becomes part of his record, the Store Steward shall be present at such interview. The Steward or Union representative will leave the meeting if requested to leave by the employee.

ARTICLE 6 - DISCRIMINATION

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

ARTICLE 7 - UNION SHOP CARDS

- 7.01 It will be the duty of the Employer to prominently display Union Shop Cards in all their establishments wherein Union members are employed. Those Cards shall remain the property of the Union and the Employer shall have their usage only until such time as the Union shall request their return. The Employer agrees to surrender same immediately upon demand by the Union.

The Employer further agrees that the employees may wear Union Buttons while on duty. For clarity, said buttons shall be those that represent only the legal name of the Union to which the employee is a member.

ARTICLE 8 - UNION PRIVILEGES

- 6.01** It is agreed that the business representative of the Union shall be admitted during working hours, at reasonable times, to interview employees while on duty or to inspect working conditions: provided however, that such visits shall be calculated to cause a minimum of disturbance with the Employer's business and further, that the business representative shall report his presence to the Company on the occasion of each such visit.
- 8.02** The Employer will provide Notice Boards for the Union's exclusive use, where the Union will have the right to post notices of meetings or such other Official Union notices as may be required, provided such notices have the prior approval of the Owner for posting. All notices shall be signed on behalf of the Union by one of the following persons, an authorized Representative of the Local Union or a Representative of the International Union.

ARTICLE 9 - SHOP STEWARDS

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

ARTICLE 10 - SENIORITY

- 10.01** Seniority shall be recognized by the Employer and shall be based on the length of continuous service with the Employer. It is agreed that employees will continue to acquire and exercise seniority on a departmental basis (grocery-produce. and bakery,) within the bargaining unit basis.
- 10.02** Regular full-time employees shall not attain seniority until they have completed a probationary period with the Employer. Such probationary period shall be sixty (60) days. However, should a probationary employee complete such service, his seniority will date back to the commencement of his continuous full-time employment
- 10.03** Lay-off and re-employment shall be based on seniority, availability, qualifications and ability to perform the work.
- 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.
- A full-time employee who is reduced to part-time due to lay-off shall carry one hundred (100%) percent of their full-time service to the part-time seniority list. For purposes in determining rate of pay, the employee shall slot into the part-time wage progression based on their full-time seniority.
- 10.04** Seniority lists for full-time employees shall be posted by the Employer quarter annually.

- 10.05**
- (a) Persons outside the bargaining unit returning to the bargaining unit shall return to a position no higher than their former position in the bargaining unit.
 - (b) Persons returning to or entering the bargaining unit, shall not cause the demotion of employees within the bargaining unit.
 - (c) Anyone promoted to a Management position subsequent to the date of ratification of this Agreement will maintain bargaining unit seniority based on their length of service within the bargaining unit

10.06 Seniority shall be terminated if an employee:

- (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 to the Employer;
- (d) is absent from work due to sickness or disability for more than three (3) days and fails upon return to work to produce a certificate from a medical practitioner verifying such absence;
- (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.

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

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

ARTICLE 11 - HOURS OF WORK AND OVERTIME.

11.01 Employees are expected to attend work regularly. When unable to attend, the Manager, 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 Manager 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.

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.

(b) Overtime at the rate of two (2) times the regular hourly rate will be payable for all hours worked on Statutory Holidays.

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

11.05 Work schedules shall be posted by Friday noon of the previous week which will include start and quit times, and breaks. Employees will be given three (3) working days notice of changes in their regular working schedule, except for absences.

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

11.07 A night shift premium of fifty (50¢) cents per hour shall be paid to any full-time or part-time employee who works on a night shift at 12 a.m. midnight and ending not later than 8:30 a.m., and such shift shall be eight (8) hours in duration. In the event a regularly scheduled night shift of forty (40) hours is implemented, such night shift shall be scheduled on the basis of five (5) consecutive nights.

Any full-time or part-time employee who is scheduled to work beyond 11 p.m. shall be paid a thirty (30¢) per hour premium for all hours worked beyond normal store closing time.

The Employer may call employees in to attend a staff meeting of up to two (2) hours duration not more than (4) four 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 straight time rate.

- 11.08** Notwithstanding any other provision in the collective agreement, the rate of pay for hours worked on a Sunday shall be the regular rate of pay plus \$1 60 per hour. It is understood that Sunday work is voluntary

Each store owner will decide whether Sunday hours will or will not be part of the regular work week. Regardless, in no circumstances will an employee who declines to work on a Sunday have his regular work week reduced for this reason

ARTICLE 12 - STATUTORY HOLIDAYS

- 12.01** The following holidays shall be recognized as legal holidays:

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

- 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 Company 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. A doctors certificate will be required to show proof of illness in order to qualify for the holiday pay. Should a legal holiday occur within an employee's leave of absence, he shall not be paid for such legal holiday.

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

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

ARTICLE 13 - VACATIONS

- 13.01** Employees who have been employed by the Company on a continuous full-time basis, 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 shall be entitled to two (2) weeks vacation with pay calculated at four (4%) of their gross earnings of the previous calendar year.
- 13.03** Employees who have been employed for more than five (5) years or more at March 1 shall be entitled to three (3) weeks vacation with pay calculated at six (6%) of their gross earnings of the previous calendar year.
- 13.04** Employees who have been continuously employed for more than twelve (12) years shall be entitled to four (4) weeks vacation with pay calculated at eight (8%) percent of their gross earnings of the previous calendar year. The qualifying date for vacation entitlement, shall be March 1st of the current year.

- 13.05** The qualifying date for vacation entitlement shall be March 1st of the current year.
- 13.06** 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.
- 13.07** The completed vacation schedule shall be posted on May 1 of each year. The owner agrees that he 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.

ARTICLE 14 - COMPENSATION

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

ARTICLE 15 - GRIEVANCE AND ARBITRATION

- 15.01 Either the Employer, the Union or any employee has a right to lodge a grievance with respect to any matter arising out of this Agreement or concerning the interpretation, application or alleged violation of this Agreement.
- 16.02 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 Company. The grievance must be filed within eighteen (18) working days after the event giving rise to the grievance occurs and within this period of time it shall be discussed at this Step. The Manager shall give an oral decision within four (4) working days from the date 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 Store Manager within six (6) working days from the Store Manager's oral decision.

Step Two

Between the employee concerned, the Union representative, the Department Manager, and the Company. 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 Company/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 name and address of its Nominee to a Board of Arbitration. The other party shall within one (1) week of its receipt of the notice nominate its member to the Board of Arbitration and so advise the other party. If the two Nominees are unable to agree upon the choice of a third Member to act as Chairman, the Minister of Labour for the Province of Ontario shall be requested to appoint a Chairman. The Board shall hear their dispute and the decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs and shall be final and binding upon the parties.

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

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

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

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

15.09 (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 reasons for the warning, reprimand, suspension or discharge. One copy shall be given to the employee and one copy shall be given to the Union.

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

ARTICLE 16 - WAGES

16.01 Effective August 10, 1997 the Employer will Increase the full- time end rates of pay 30¢ per hour for employees hired on or before August 10, 1997.

The following minimum rates of pay will become effective August 10. 1997 for these classifications within the bargaining unit.

Grocery-Produce Clerk-Cashier-Wrapper-Service

Start	\$ 6.85
6 months	\$ 8.10
12 months	\$ 9.40
18 months	\$10.70
24 months	\$13.20
Bakery Manager	\$16.20
Assistant Manager	\$16.20

The end rates of pay will be increased by the following amounts:

- Effective July 14, 1998, 20 cents
- Effective May 2, 1999, 20 cents
- Effective April 30, 2000, 20 cents
- Effective April 29, 2001, 20 cents

- 16.02** Wage adjustments under the automatic progression schedule shall be made half (1/2) yearly for each employee, the pay period following the employees anniversary date.
- 16.03** The Company may, from time to time, introduce incentive programmes in addition to the prevailing wage schedules.
- 16.04** Notwithstanding the above wage progression set out in Article 16.01, a full-time employee, hired on or before August 10, 1997, currently moving through the progression will receive an amount equal to the end rate Increases for the balance of the progression he is currently at and then shall proceed on the wage grid as set out in the collective agreement.
- 16.05** Notwithstanding the above wage progression set out in Article 16.01, where there is an increase in the minimum wage in Ontario it shall become the new start rate and those employees so affected

shall remain at such rate of pay until their service with the Employer would permit them an increase in their wage rate in accordance with the wage grid.

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

16.07 (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 by seniority provided the senior employee has the qualifications and 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 and in caring for equipment and machinery.
- (c) The Owners agree to provide a microwave and fridge in the employee's lunchroom, and where the microwave and/or fridge are broken through carelessness and/or horseplay then they are not subject to replacement by the Owner.
- (d) 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.

ARTICLE 18 - PART-TIME HELP

- 18.01 It is agreed and recognized by both the Union and the Employer that due to the nature of the Employer's business it may be necessary to employ both full-time and part-time employees. The Employer agrees that part-time employees will not be scheduled to work in excess of twenty-four (24) hours per week, except as specified in Appendix "A", Article 3.04.

ARTICLE 19 - NO STRIKE, NO LOCK-OUT

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

ARTICLE 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 Employees are expected to attend work regularly. When unable to attend, the Manager, 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 Manager or designate can call him relative to his absence.

The Company may require the employee to produce a medical certificate from a duly qualified medical practitioner upon his return to work for absences of three days or less.

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

- 21.02** The Company 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 Company reply to the request for leave of absence will be given within two (2) weeks, provided the Supervisor 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 Company 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** The provisions of the Employment Standards Act shall govern regarding pregnancy and parental leaves of absence.
- 21.04** The Company 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, The Employer shall grant a leave of absence without pay to one (1) employee per store who is required to attend Union Conferences or Conventions.

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

ARTICLE 22 - BEREAVEMENT PAY

- 22.01** Should a bereavement occur in an employee's immediate family (parent, parent-in-law, spouse, child, brother, sister, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchild) the employee shall be granted such time off from work with pay as is reasonable under the circumstances, up to a maximum of three (3) days.

ARTICLE 23 - RETRO-ACTIVITY

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

ARTICLE 24 - JURY DUTY

24.01 An employee who is called for jury duty or who is required to attend at court in any matter arising out of his employment, or who is subpoenaed by the Crown to appear in court as a witness, will receive for each day of necessary absence in that account, up to a maximum of ten (10) working days, the difference between his regular hourly rate of pay for eight (8) hours for that day and the amount of the fee received from the court, provided the employee furnishes the Employer with evidence that his attendance is required and satisfactory evidence as to the amount of fee received.

An employee's regular scheduled days off shall not be rescheduled during any period that an employee is required to serve as a juror or as a Crown witness.

ARTICLE 25 - TERM OF AGREEMENT

- 25.01**
- (a) This Agreement shall come into force and effect on the 1st day of May 1997 and shall continue to the 14th day of September, 2002 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 24th day of July, 1997

RETAIL WHOLESale CANADA
(Div. of U.S. W. A.) LOCAL 4 14

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972372 Ontario Limited
Joe Corsaro
154 Talbot Street, Aylmer

729623 Ontario Limited
Jeff Robichaud
269 Coxwell Avenue, Toronto

997885 Ontario Limited
Arnold Smith
1050 Simcoe Street N., Oshawa ✓

839688 Ontario Limited
Don Scrimgeour
3555 Thickson Road, Whitby

1045158 Ontario Limited
Bill Watkin
303 Brock Street, Whitby

1176607 Ontario Limited
Robert Decaria
379 Blake Street, Barrie

APPENDIX "A"

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 For the purpose of this Appendix, a part-time employee is an employee who is normally scheduled to work twenty-four (24) hours per week or less.
- 2.02 The Employer namely _____ ONTARIO LIMITED, a Company incorporated under the laws of the Province of Ontario, recognizes the Retail Wholesale Canada (Div. of U.S.W.A.) Local 414 as the sole and exclusive bargaining agency for all part-time employees at stores located at: 125 Cross Avenue, Oakville; 2285 Sheppard Ave. W., Toronto; 305 Barrie Street, Bradford; 2355 Warden Avenue, Scarborough; 6460 Lundy's Lane, Niagara Falls; 143.5 King St. W., Toronto; 1951 Eglinton Ave. W., Toronto; 5566 Yonge Street, Toronto; 449 Parliament Street, Toronto; 372 Pacific Avenue, Toronto; 154 Talbot Street, Aylmer; 269 Coxwell Avenue, Toronto; 1050 Simcoe St. N., Oshawa; 3555 Thickson Road, Whitby; 303 Brock Street, Whitby. 319 Blake Street, Barrie

ARTICLE 3 - SENIORITY

- 3.01** Upon completion of thirty (30) days worked at each store, employees covered by this Appendix shall be deemed to have served their probationary period and then shall be placed on the seniority list of part-time employees, and their seniority shall date back to the first day they commenced work for the Employer.
- 3.02** (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. 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.
- Following the successful completion of the full-time probationary period, a part-time employee who is hired full-time shall be credited with fifty (50%) of his part-time bargaining unit seniority up to a maximum of one (1) year for the purpose of bargaining unit seniority.
- (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 Company, or designate prior to his scheduled starting time, giving the reason why he is unable to attend.

3.03 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 of the above, the Owner will schedule part-time employees so that no part-time employee receives fewer scheduled hours of work than a junior part-time employee subject to the above proviso.

3.04 It is agreed and recognized by both the Union and the Employer that due to the nature of the Employer's business, it may be necessary to employ both full-time and part-time employees. The Employer agrees that part-time employees will not be scheduled to work in excess of twenty-four (24) hours per week, except in the following circumstances:

- (a) when a full-time employee is absent on Union duties;
- (b) in a store in which an employee is absent due to illness, accident, compensation or bereavement, leave of absence, or an emergency 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 December 1st to January 1st;
- (f) during the months of May 1st through September 30th;

- (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;
- (j) during promotional periods when an increase in business is anticipated.

3.05 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 3.04, they shall be paid a bonus of forty cents (\$0.40) per hour for all such hours worked in excess of twenty-four (24).

ARTICLE 4 - UNION SENIORITY

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

ARTICLE 5 . FUNCTIONS OF MANAGEMENT

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

ARTICLE 6 - DISCHARGE AND DISCIPLINE

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

ARTICLE 7 - DISCRIMINATION

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

ARTICLE 8 - UNION PRIVILEGES

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

ARTICLE 9 - HOURS OF WORK

- 9.01 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 10 - HOURS OF WORK AND OVERTIME

- 10.01 The provisions of Article 11 .01, 11.03, 11.04 & 11.05 of this Agreement will apply
- If a part-time employee is ordered or scheduled to report for work and no work is available the employee shall receive three (3) hours pay.

ARTICLE 11 - STATUTORY HOLIDAYS

- 11.01 (a) The following holidays shall be recognized as legal holidays:
- New Year's Day
 - Labour Day
 - Good Friday
 - Thanksgiving Day
 - Victoria Day
 - Christmas Day
 - Dominion Day
 - Boxing Day
 - Civic Holiday
- (b) To qualify for pay for a legal holiday, the employee must have: -

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

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

ARTICLE 12- VACATIONS

- 12.01** (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.

Such vacation pay shall be issued on the employee's normal week's pay, and shall be paid not later than December 15th of each year.

- 12.02** The Company 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 Company

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 13- LEAVE OF ABSENCE - BEREAVEMENT

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

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

ARTICLE 14 - WORKERS' COMPENSATION

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

ARTICLE 15 - GRIEVANCE AND ARBITRATION

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

ARTICLE 16 - WAGES

16.01 Effective August 10, 1997 the Employer will increase the part- time end rates of pay 30¢ per hour.

The following is the part-time wage grid effective August 10, 1997 for part time employees hired on or before August 10, 1997:

Start	\$6.25/\$6.70
6 months	\$6.75
12 months	\$6.85
18 months	\$7.05
24 months	\$7.35
30 months	\$7.70
36 months	\$8.05
42 months	\$8.65
48 months	\$9.90

The end rates of pay will be increased by the following amounts:

- Effective July 14, 1998, 20 cents
- Effective May 2, 1999, 20 cents
- Effective April 30, 2000, 20 cents
- Effective April 29, 2001, 20 cents

Employees must acquire the appropriate service or hours worked in order to advance on the wage progression.

16.02 The following wage progression shall be applicable to part time employees hired after August 10, 1997:

0 to 650 hours worked	\$6.85
651 to 1300 hours worked	\$7.05
1301 to 1950 hours worked	\$7.25
1951 to 2600 hours worked	\$7.50
2601 to 3250 hours worked	\$7.75

3251 to 3900 hours worked	\$8.00
3901 to 4550 hours worked	\$8.25
4551 to 5200 hours worked	\$8.50
5201 to 5850 hours worked	\$8.75
5851 to 6500 hours worked	\$9.00
+6501 hours worked	\$9.90

- 16.03 (a) The Company may from time to time, introduce Incentive programs in addition to the prevailing wage schedules.
- (b) When the Company pays a new employee more than the starting rate in his classification, such employee shall (for the purpose of wage progression only) receive half (1/2) yearly increases in accordance with the wage schedule and be deemed to have the appropriate service.
- (c) Employees who are receiving rates of pay in excess of the rate set out in the wage schedules mentioned above, shall receive the general increases.
- (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.
- 16.04 Employees Pays shall be made available on Thursday of each pay period for work performed in the previous pay period. An exception is when a Holiday falls on Thursday, whereby the pay will be available on Friday.
- 16.05 (a) Wage adjustments under the automatic progression schedules shall be made half (1/2) yearly for each employee, the pay period following the employee's anniversary date.

- (b) Notwithstanding the above wage progressions set out in Article 16.01, a part-time employee who was hired on or before August 10, 1997 currently moving through the progression will receive an amount equal to the end rate increases for the balance of the progression he is currently at and then shall proceed on the wage grid as set out in the collective agreement however in no event will his rate be reduced.
- (c) Notwithstanding the above wage progressions set out in Articles 16.01 and 16.02, where there is an increase in the minimum wage in Ontario it shall become the new start rate and those employees so affected shall remain at such rate of pay until their hours worked or service with the Employer would permit them an increase in their rate of pay in accordance with the wage grid.

ARTICLE 17 - REST PERIODS

- 17.01
- a) Employees covered by this Appendix shall be entitled to one (1) fifteen (15) minute paid rest period for each four (4) hour period worked. Each rest period shall occur at approximately the mid-point of each four (4) hour period.
 - (b) Where an employee is working a daily shift of more than six (6) hours, he shall have one (1) hour (or a half-hour (1/2) hour, by mutual consent), off for lunch and one-half (1/2) hour for supper, if applicable.

ARTICLE 18 - WORKING CONDITIONS

- 18.01 The Union will co-operate with the Employer in maintaining good working conditions.
- 18.02 The Employer agrees that it will not change conditions of employment or working conditions as a result of the signing of this Agreement
- 18.03 In the event the Employer requires employees to wear a uniform the Employer shall supply such uniforms at no cost to the employees. Employees shall be responsible for the cleaning of their own uniform.
- (a) 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 Company agrees that it will consider past experience with the Company and the duration of the person's earlier service with the Company when establishing the hourly rate of pay for such an employee in the wage progression.

ARTICLE 20 - NO STRIKE, NO LOCK-OUT

The provisions contained in Article 19 of this Agreement affect all employees covered by this Appendix.

ARTICLE 21 - TERM OF AGREEMENT

The provisions contained in Article 25 of this Agreement affect all employees covered by this Appendix.

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 hospitalization 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 \$1500.00. 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 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%) of Prescription Drugs with no deductible for this coverage.

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, one (1) time per nine (9) month period. Extractions, fillings, injections, consultations, root canal therapy and periodontic treatment.

The Plan provides for a maximum of one thousand dollars (\$1000.00) per family member per year. Effective August 10, 1997 reimbursement is based on the 1995 Ontario Dental Association Fee Guide. Effective May 1, 1998 reimbursement is based on the 1996 Ontario Dental Association Fee Guide. Effective May 1, 1999 reimbursement is based on the 1997 Ontario Dental Association Fee Guide. Effective May 1, 2000 reimbursement is based on the 1998 Ontario Dental Association Fee Guide. Effective May 1, 2001 reimbursement is based on the 1999 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.

OPTICAL

Effective August 10, 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 coverage shall increase to \$175 every two (2) years. Payment will be made upon receipt of proof of purchase.

LETTER OF UNDERSTANDING

August 10, 1997
Retail Wholesale Canada
(Div. of U.S.W.A.) Local 414
5045 Orbitor Drive
Building 11, Suite 200
Mississauga, Ontario L4W 4Y4

RE: SUNDAY OPENING

Notwithstanding any other provision in the collective agreement, the rate of pay for hours worked on a Sunday shall be the regular rate of pay plus \$1.60 per hour. It is understood that Sunday work is voluntary.

Each store owner will decide whether Sunday hours will or will not be part of the regular work week. Regardless, in no circumstances will an employee who declines to work on a Sunday have his regular work week reduced for this reason.

For the Union:

For the Company:

Mike Langdon

Paul Doyle

Dan Garvey

LETTER OF UNDERSTANDING

August 25, 1994

Retail Wholesale Canada
(Div. of U.S.W.A.) Local 414
5045 Orbitor Drive
Building 11, Suite 200
Mississauga, Ontario L4W 4Y4

RE: MEAT DEPARTMENT

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 implementations 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 consumer.

For the Union:

For the Company:

Mike Langdon

Paul Doyle

Dan Garvey

LETTER OF UNDERSTANDING

August 10, 1997
Retail Wholesale Canada
(Div. of U.S.W.A.) Local 414
5045 Orbitor Drive
Building 11, Suite 200
Mississauga, Ontario L4W 4Y4

RE: SUNDAY WORK

In the event Sunday is legislated to become a regular work day, the parties will meet with a view to amend the Collective Agreement by mutual agreement.

For the Union-

For the Company:

Mike Langdon

Paul Doyle

Dan Garvey

LETTER OF UNDERSTANDING

August 10, 1997

Retail Wholesale Canada
(Div. of U.S.W.A.) Local 414
5045 Orbitor Drive
Building 11, Suite 200
Mississauga, Ontario L4W 4Y4

RE: STATUTORY HOLIDAYS

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.

For the Union:

For the Company:

Mike Langdon

Paul Doyle

Dan Garvey

LETTER OF UNDERSTANDING

August 10, 1997
Retail Wholesale Canada
(Div. of U.S.W.A.) Local 414
5045 Orbitor Drive
Building 11, Suite 200
Mississauga, Ontario L4W 4Y4

RE: ASSOCIATE MANAGER

Any existing Associate Manager who is currently a member of the bargaining unit may voluntarily leave the bargaining unit and become a non-union employee. It is understood that when any incumbent vacates the position, the replacement position will be non-union.

For the Union:

For the Company:

Mike Langdon

Paul Doyle

Dan Garvey

NOTES: