

COLLECTIVE AGREEMENT

BETWEEN: NATIONAL GROCERS CO. LTD.

AND: THE UNDERSIGNED INDEPENDENT GROCERS

AND: THE SUCH OTHER FRANCHISES AS SET OUT BELOW

**AND: 2079420 ONTARIO LTD.
carrying on a business as
NEIL'S - INDEPENDENT GROCER**

AND: VRAB'S - INDEPENDENT GROCER

**AND: 1199840 ONTARIO LTD.
carrying on a business as
DUMAS' - INDEPENDENT GROCER**

**AND: 4052404 CANADA INC.
carrying on a business as
GAGNON'S - INDEPENDENT GROCER**

**AND: 1449282 ONTARIO LTD.
carrying on a business as
TERRY'S - INDEPENDENT GROCER
(hereinafter called "the Employer(s)")**

- A N D -

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

WITNESSETH and is hereby agreed as follows:

ARTICLE 1 - PURPOSE:

1.01 The Employer(s) 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(s), to promote efficiency and service, to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment, and to create a multi-store Collective Agreement with a recognition clause providing for a single multi-store bargaining unit.

ARTICLE 2 - RECOGNITION:

2.01 (a) UNION RECOGNITION

The applicable undersigned Employer(s), their successors and other new Y.I.G. franchises shall be required as a condition of their franchise agreement to participate in the terms of this Collective Agreement and shall recognize the Northern Ontario Joint Council - of the Retail, Wholesale and Department Store Union, District Council - of the - United Food and Commercial Workers International Union as the sole and exclusive bargaining agency for all employees at its stores in the province of Ontario save and except Owner/Manager, persons above the rank of Owner/Manager, bookkeeper, Computer Assisted Ordering (CAO) Manager, and one Department Manager to be designated by the Employer(s), located in the geographical jurisdiction as set out in Section 2.01 (b) herein, as one single multi-store bargaining unit for the purposes of the Ontario Labour Relations Act.

(b) GEOGRAPHICAL JURISDICTION

The Employer(s) recognize the Union as set out above in 2.01 (a) in the province of Ontario, to the south, the northern city limits of the City of Orillia; to the southwest, including the District of Parry Sound; to the east including the District of Muskoka, and for clarity, including that part of the province of Ontario which lies north of the Municipality of North Bay, including the Municipality of North Bay.

- (c) The Employer(s) and/or franchises agree that all present Employer(s) and/or their successors and other new future Y.I.G. franchises shall become and/or remain covered under the terms of this single multi-store bargaining unit and the terms of the Collective Agreement.

2.02 A full-time employee covered by this Agreement shall be an employee who is normally scheduled to work forty (40) 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. All terms and conditions of employment of part-time employees shall be governed exclusively by Appendix "A" of this Agreement.

ARTICLE 3 - UNION SECURITY:

3.01 (a) It is agreed that all employees covered by this Agreement shall become and remain members of the Union in good standing as a condition of employment.

- (b) New employees shall make application for membership in the Union at the time of their hiring and shall become and remain members of the Union in good standing, as a condition of employment.

3.02 The Employer(s) shall, during the term of this Agreement, as a condition of employment, deduct from members of the bargaining unit the regular weekly union dues, special assessments, and initiation fees in the amount and manner specified by the Union By Laws and Constitution and such deducted dues shall be remitted to the Union presently located at 230 Regent Street, Sudbury, Ontario P3C 4C5 prior to the 15th day of the month following the month in which such deduction is made. The Employer(s) 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 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(s) agree to record the annual union dues deduction for each employee on his T-4 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(s) by notice properly authorized by Union officials and shall become effective within one (1) month following the date the notice is received.

3.04 In the case of all persons now in the employment of, or who enter into the employment of, the Employer(s) it is agreed that as a condition of continued employment such person or persons shall become and remain a member in good standing of the Union within thirty (30) days worked from the commencement of their employment at each store. The Employer(s) agree that it will inform all new employees prior to or at the time of hiring of the Union security provisions of the Agreement.

3.05 The first thirty (30) days worked at each store shall be considered a probationary period. For employees hired subsequent to date of ratification (June 17, 2006), the first ninety (90) shifts worked at each store shall be considered a probationary period. It is understood between the Employer(s) and the Union that a probationary employee shall be considered an employee for all purposes of the Agreement save that a probationary employee may be dismissed at any time during the probationary period with or without just cause.

3.06 The Employer(s) agree to forward to the Union Office on a monthly basis for each store, a complete alphabetical listing of all employees including their home address, telephone numbers, starting date, rate of pay, 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.

The Employer(s) agree to give to the union a list of new employees hired each month. The Employer(s) also agrees at the same time each month to supply to the union, along with a list of known name changes, a list of all persons whose employment has been terminated.

ARTICLE 4 - FUNCTIONS OF MANAGEMENT:

4.01 The Union agrees that the Employer(s) have 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(s) within the terms of this Agreement.

ARTICLE 5 - DISCHARGE AND DISCIPLINE:

5.01 No employee who has completed his probationary period shall be discharged or disciplined except for just and sufficient cause. Discharge and discipline grievances may be settled by confirming the Employer(s)' decision or by

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 a Board of Arbitration if the matter is referred to it.

The Employer(s) agree that whenever an interview is held with an employee regarding his work or conduct which becomes part of his record, the Store Steward or another employee chosen by the employee if a Union Steward is not on the premises, shall be present at such interview. The employee concerned will be advised of such by management and such employee shall be further advised that they may request another employee of their choice who is on the premises to be present during such interview.

ARTICLE 6 - NO DISCRIMINATION:

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

ARTICLE 7 - UNION SHOP CARDS:

7.01 It will be the duty of the Employer(s) 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(s) shall have their usage only until such time as the Union shall request their return. The Employer(s) agree to surrender same immediately upon demand by the Union.

The Employer(s) further agree that the employees may wear Union buttons while on duty.

7.02 The Employer(s) will provide notice boards for the Union's exclusive use, where the Union will have the right to post notices of meetings or such other official Union notices as may be required, provided all such notices have the prior approval of the Store Manager or Owner for posting. All notices shall be signed on behalf of the Union by one of the following persons:

An authorized representative of the Local Union or a representative of the International Union

ARTICLE 8 - UNION PRIVILEGES:

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

ARTICLE 9 - UNION STEWARDS:

9.01 The Union shall have the right to appoint and the Employer(s) shall recognize two (2) Union Stewards per store covered by this Collective Agreement.

9.02 It is agreed that the Union Negotiating Committee for this Collective Agreement shall be comprised of five (5) members, as appointed by the Union.

9.03 Members of the Union Negotiating Committee who are employees of the Employer(s) shall suffer no loss in pay for time spent during their normal working hours while attending negotiating meetings with officials of the Employer(s).

9.04 Within two (2) weeks of being hired, employees will be introduced (individually or as a group) to the union steward.

ARTICLE 10 - SENIORITY:

10.01 (a) Seniority shall be recognized by the Employer(s) and shall be based on the length of continuous service as a full-time employee at each store. It is agreed that employees only acquire and exercise seniority on an individual store by store basis.

(b) Seniority is the principle of granting preference to full-time employees for promotions, demotions, transfers, lay offs in accordance with an employee's bargaining unit seniority, but only when an employee has the ability and qualifications necessary to fill the normal requirements of the job.

10.02 (a) Regular full-time employees shall not attain seniority until they have completed a probationary period with the Employer(s). Such probationary period shall be ninety (90) days worked at each store. However, should a probationary employee complete such service, his seniority will date back to the commencement of his continuous full-time employment at such store.

(b) Anyone transferred out of the bargaining unit will continue to accumulate bargaining unit seniority rights for six (6) months following his transfer, after which time he shall have no bargaining unit seniority. Where such transfer is the result of a pregnancy/parental leave, then such period shall be for twelve (12) months.

10.03 In cases of lay off and recall the principle of seniority shall govern provided the senior employee has the ability and qualifications to perform the job.

Employees with less than one (1) year's service at a store will be given one (1) week's notice of lay off or one (1) week's pay in lieu of notice. Employees with more than one (1) year's service at a store will be given two (2) weeks' notice of lay off or two (2) weeks' pay in lieu of notice or as required by Employment Standards Act.

10.04 Seniority lists for full-time employees shall be posted by the Employer(s) quarterly, a copy of which shall be sent to the Union office.

10.05 (a) Persons outside the bargaining unit returning to the bargaining unit shall return to a position no higher than their former position in the bargaining unit;

(b) In the event of persons returning to or entering the bargaining unit, resulting in the demotion of employees within the bargaining unit, such demoted employees will have their former rate maintained for a period of eight (8) weeks;

(c) Anyone promoted to a Management position subsequent to the date of ratification of this Agreement will maintain bargaining unit seniority based on their length of service within the bargaining unit.

10.06 Seniority shall be considered terminated if an employee:

- (a) voluntarily leaves the employment of the Employer(s);**
- (b) is discharged for cause;**
- (c) is absent from work for more than three (3) consecutive working days without prior notification to the Employer(s) or fails to provide a justifiable reason for such absence;**
- (d) fails to return to work after a recall from lay off within fourteen (14) days after the delivery of notice of recall;**
- (e) fails to return to work upon the conclusion of a leave of absence unless his failure to return is for reasonable cause;**
- (f) fails to take a medical examination by a qualified medical practitioner when requested by the Employer(s) when there is a question of the employee's ability to perform his/her job in a suitable manner. Where such medical examination is arranged for by the Employer(s) the cost of the examination and transportation shall be paid by the Employer(s);**
- (g) is not recalled to work when laid off due to lack of work, his name shall be retained on the seniority list for a twelve (12) month period or the length of his seniority, whichever is the lesser, but in no event, less than six (6) months;**
- (h) uses an approved leave of absence for reasons other than those specified to the Employer.**

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

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

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

10.10 JOB POSTING PROCEDURE

- (a) In the event that a full-time vacancy or newly created full-time position comes open in a store covered by the terms of this Collective Agreement, notice of such vacancy or newly created position shall be posted for seven (7) calendar days on the Bulletin Board at the store where the vacancy or newly created position occurs. All such notices shall designate the job classification, title, the shift, the rate of pay and the date such notice was posted. The notices shall be completed in duplicate and signed by the Store Owner/Operator. Any employee of the store where the vacancy or newly created position occurs may apply for such job within the time limits specified above by affixing their signature to the job posting notice. Such signature shall be witnessed by an Employer(s) representative and dated.**

- (b) After such notice has been posted for seven (7) calendar days, it shall be removed from the bulletin board.
- (c) If an employee is absent from work and during such absence a job posting is made, such employee will be considered an applicant provided he or a Union Steward acting as his agent and upon his request affixes the employee's name to the posting within the stipulated seven (7) calendar days.
- (d) The Employer(s) shall, within seven (7) calendar days after the notice has been removed, post on the same bulletin board for at least seven (7) calendar days a notice indicating the name and length of seniority of the successful applicant. A copy of such notice shall be forwarded to the Union office.
- (e) Where a notice of vacancy or newly created position is for a position other than an Assistant Manager, Department Manager, or Head Cashier position, the Employer(s) agree that the following factors shall determine which employee shall fill the vacancy or newly created position:
 - (i) the ability and qualifications to perform the normal requirements of the position; and
 - (ii) the seniority ranking of the employees who have applied for the vacancy or newly created position.
- (f) Where a notice of vacancy or newly created position is for an Assistant Manager, Department Manager or Head Cashier position, the following factors shall determine which employee shall fill the vacancy or newly created position:
 - (i) where the ability and qualifications to perform the normal requirements of the position are relatively equal, then seniority ranking of the employees who have applied for the position shall be considered.

10.11 The Employer(s) agree that if an employee requests in writing to be trained in another department, the Employer(s) will offer by bargaining unit seniority from the list of employees who have applied for training in such department before hiring new employees. It is understood and agreed that an employee must have completed their probationary period before they are entitled to apply for training and they may apply for training in another department only once in a calendar year.

ARTICLE 11 - HOURS OF WORK AND OVERTIME:

11.01 Employees are expected to attend work regularly. When unable to attend, the employee must notify the Manager, Relieving Manager or Supervisor, as soon as is reasonably possible, but in any event at least two (2) hours prior to commencement of their scheduled shift of the employee, wherever possible. An employee who calls in prior to the first day shift shall attempt to speak directly to a night shift employee or alternatively leave a message on the store's telephone voice-mail system, where available. Where an employee does not speak directly to their department store manager or Store Owner, the employee shall leave detailed information as to where and how they might be contacted relative to their absence.

11.02 (a) The regular work week for all full-time employees shall consist of forty

(40) hours per week, and shall be worked on the basis of five (5) days of eight (8) consecutive hours, Sunday through Saturday.

(b) Notwithstanding the above, Night Shift employees may be scheduled to work four (4) shifts of ten (10) hours between Sunday through Saturday. In the event the Employer(s) elect to schedule night shift employees ten (10) hour shifts, the overtime provisions requiring the payment of time and one half (1.5) for work after eight (8) hours in a day in Article 11.03 (a) shall not apply, however, overtime will be paid at a rate of time and one half (1.5) for work beyond ten hours in a day.

(c) Sunday work shall be considered over and above the regular work week for all part-time employees. Sunday work shall remain voluntary for all part-time employees hired prior to June 17, 2006. Part-time employees promoted to full-time after June 17, 2006 will continue to receive a Sunday premium but may be required to work Sundays.

11.03 (a) Overtime at the rate of time and one half (1 ½) 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.

(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 17, 2006. Employees hired after June 17, 2006, will be paid at the rate of one and a half (1.5) times their regular hourly rate for all hours worked on statutory holidays.

All employees hired prior to June 17, 2006 will receive a premium of one dollar and sixty (\$1.60) cents for all hours worked on Sundays. Sunday will continue to be a strictly voluntary day for these employees and it will not be considered as part of the normal work week. Employees hired after June 17, 2006 will not be eligible for the Sunday premium and may be required to work on Sundays. The Employer(s) commit that Sunday work will be shared proportionately amongst employees receiving the aforementioned Sunday premium and those not receiving the premium.

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 (½) hour by mutual consent) meal period, scheduled as near as possible to the midpoint of each half shift and as near as possible to the midpoint of the daily shift.

11.05 The Employer(s) shall post a schedule of hours for all employees by 3:00 p.m. on Thursday of each week for the coming week. Full-time employees will receive twenty-four (24) hours notice of any change in scheduled hours.

11.06 Full-time and part-time employees scheduled to work on a night shift as set out in Article 11.02 shall be paid a Night Shift Premium of one (\$1.00) dollar per hour for all hours worked on such night shift including all overtime hours.

Night shift hours shall be hours worked between 10:00 p.m. and 8:00 a.m. Employees who work the day shift shall not be eligible for the above premium, regardless of their start time. The employee in charge of the night crew shall receive a premium of ninety-five cents (95¢) per hour for all hours worked.

11.07 Employees shall not be required to work alone on the Night Shift.

11.08 All mandatory meetings will be subject to three (3) hours pay at

straight time subject to the Employer's right to provide alternative work for the balance of the three (3) hours where such meetings are less than three (3) hours duration.

ARTICLE 12 - STATUTORY HOLIDAYS:

12.01 The following holidays shall be recognized as paid holidays:

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

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

(b) Employees who are off work on compensation, accident or illness shall receive paid holiday pay if they have worked within five (5) days of the paid holiday.

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

12.03 Should a paid holiday recognized in this Agreement fall during an employee's vacation, he shall receive one (1) additional day's pay at his regular wage rate or an additional day off with pay to be taken on a date that shall be mutually agreed upon by the employee and the Employer(s).

12.04 (a) * FLOATER DAY

Employees hired prior to June 17, 2006 will receive a "Floater Day" to be taken at a time mutually agreed between the employee and Employer(s). An employee request to take their floater day will be subject to the Employer(s)' need to maintain a sufficient work force at all times but otherwise will not be unreasonably denied.

(b) In the event that where certain municipalities by decree or a by-law rule that stores shall remain closed on the "Civic Holiday", employees will be required to take their "floater" in these instances.

ARTICLE 13 - VACATIONS:

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

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

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

13.04 Employees who have been continuously employed for more than ten (10) 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.

13.05 Employees who have been continuously employed for more than eighteen (18) years shall be entitled to five (5) weeks vacation with pay calculated at ten (10%) percent of their gross earnings of the previous calendar year.

13.06 Vacation schedules shall be posted by the Employer(s) not earlier than January 2nd of each year and remain posted until March 1st of such year. During such period, employees shall request their vacation time off to be taken. There shall be no changes to the vacation schedule after March 1st and employees shall then be entitled to take their vacation as scheduled. A copy of the completed vacation schedule shall be posted on the bulletin board not later than April 1st of each year. All vacation requests are subject to Manager/Owner approval.

13.07 The Employer(s) agree to make available an employee's vacation pay, paid separately, during the week prior to the employee going on vacation. It is understood the employee will only be entitled to payment for the amount of vacation time taken.

13.08 A part-time employee who has more than ten (10) years part-time service as of the end of the calendar year prior to his or her promotion to full-time will continue to receive vacation at six percent (6%) of earnings as a full-time employee. Such employee will still be required to work ten (10) years as a full-time employee to move to four (4) weeks vacation and eighteen (18) years as a full-time employee to move to five (5) weeks vacation in accordance with Articles 13.04 and 13.05.

13.09 (a) The vacation period shall be from January 1st to December 31st of each year.

(b) An employee's vacation entitlement each year shall be determined on the basis of his full-time seniority date with the Employer(s) as at the end of the previous vacation year.

(c) Vacations shall be scheduled by seniority for the first two (2) weeks of vacation entitlement only.

(d) Employees who are entitled to three (3) or more weeks of vacation may take three (3) or more weeks' vacation consecutively only outside the months of June, July and August.

(e) Employees shall be entitled to take up to three (3) weeks of vacation entitlement during the months of June, July and August.

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

13.10 In the event an employee is off work and in receipt of Workplace Safety and Insurance or benefits under the Weekly Indemnity Insurance or the Long-Term Disability Insurance as referred to in Schedule "B" of this agreement, all such time off work shall for the purposes of calculating vacation pay, be deemed to be time worked at the employee's regular hourly rate of pay up to a maximum of twenty-six (26) weeks in any calendar year. This clause shall only apply in the year in which the employee suffered the accident or illness.

ARTICLE 14 - COMPENSATION:

14.01 The Employer(s) agree that it will continue to be enrolled under the provisions of the Workplace Safety and Insurance Act of Ontario for all employees. The Employer(s) 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(s), 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(s), if necessary. Such grievances shall be processed as follows:

STEP ONE

Between the employee concerned, his Union Representative and the Manager.

The grievance must be filed within eighteen (18) calendar 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) calendar 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 shall contain the provision of the Agreement which has been allegedly violated. Notice of appeal shall be filed with the Manager within six (6) calendar days from the Manager's oral decision.

STEP TWO

Between the employee concerned, the Union Representative, the Manager, and/or the Owner.

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

15.03 In the case of a dismissal, a grievance may be filed by an employee who feels he was unjustly dealt with. Such grievance must be filed within five (5) calendar 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(s) may reinstate 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 grievance, if sustained, shall include the determination of the effective date of the increase with retro-activity thereto.

15.05 The Employer(s) and the Union may file grievances commencing at Step Two. If an Arbitration Board finds that the Employer(s) or the Union has violated the Collective Agreement it shall have the power to award compensation to the Employer(s), the Union or any employee affected by the violation.

15.06 Any liability, financial or otherwise, of any individual Employer arising out of a violation of this Agreement shall be the sole and exclusive liability of such Employer and other Employers shall not be jointly or severally liable for such

violations.

15.07 (a) Failing settlement under the foregoing procedure, such grievance may be submitted to Arbitration as hereinafter provided:

(b) The time limits as prescribed above may be modified by mutual agreement of the parties.

15.08 ARBITRATION

Should the grievance involve the misinterpretation or alleged violation of the Agreement, either party may be free to appeal to Arbitration from Step Two within thirty-one (31) days from the date the decision was given at Step Two. The party requesting arbitration shall advise the other party of its desire to do so in writing and shall include the names of three (3) arbitrators which the party would deem acceptable. The other party shall within one (1) week either agree in writing to the appointment of one of the three (3) arbitrators or may submit in writing its own list of three (3) arbitrators. Should the parties be unable to agree upon an arbitrator then the Minister of Labour for the Province of Ontario shall be requested to appoint an arbitrator.

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

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

15.10 (a) All disciplinary warnings or reprimands which are placed in an employee's record and all notices of demotion for cause, discharge or suspension, shall be in writing and shall contain the reason for the warning, reprimand, suspension or discharge. One copy shall be given to the employee and one copy shall be given to the Employer(s) 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 any employee in any subsequent disciplinary proceedings in which the employee is involved.

(c) Disciplinary warnings and/or reprimands which predate a disciplinary action by more than one (1) year shall not be adduced in evidence against any employee in any subsequent disciplinary proceedings in which the employee is involved, except for proven incidences related to harassment and/or violence in the workplace.

ARTICLE 16 - WAGES:

16.01 The full-time wage rates and progressions shall be as set out in Appendix C-1 attached hereto and forming part of this Collective Agreement. The Employer(s) agree that employees on an off rate and/or being paid more than the contract rate shall receive the general increases as provided in Appendix C-1 and, in the same amount and at the same time as other employees, that would be applicable to the individual employee concerned.

16.02 Employees' pay shall be made available by noon on Thursday of each pay period for work performed in the previous pay period. An exception is when a holiday falls as defined in Article 12 whereby the pay will be made available by

noon Friday.

16.03 (a) HEAD CASHIER:

Stores that have a weekly sales volume of \$150,000.00 or greater shall, effective one (1) week following ratification, establish in each such store covered by this Collective Agreement the classification of "Head Cashier" and shall be paid according to the wage classification of "Head Cashier".

- (b) In stores that have a weekly sales volume of less than \$150,000.00 weekly and a Franchisee designates one (1) employee to perform all normal duties related to a Head Cashier's responsibilities, such designated employees shall be paid in accordance with such wage classification of Head Cashier.

16.04 (a) BAKERY MANAGER:

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

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

ARTICLE 17 - TEMPORARY WORK:

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

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

(c) An employee assigned to relieve a Department Manager shall receive a minimum of \$15.00 for each week that they are relieving such Department Manager.

(d) An employee assigned to lock up the store shall be paid a premium of Fifty cents (50¢) per hour for all hours worked after 6:00 p.m. (provided the Store Owner and Store Manager have left the store).

ARTICLE 18 - HEALTH AND WELFARE:

18.01 Effective no later than January 1, 2002, full-time employees shall join the U.F.C.W. Trusteed Benefit plan with Employer(s) contributions of thirty-five (35¢) per hour and employee contributions of fifteen (15¢) per hour. The Employer(s) shall remit the above contributions to the Union as the Union may direct from time to time.

The following table sets out the Employer and Employee hourly Contributions:

Contributions	Date of Ratification (Aug. 4, 2011)	1 st Anniversary	2 nd Anniversary	3 rd Anniversary	4 th Anniversary
Employer	\$0.50	\$0.50	\$0.50	\$0.50	\$0.60
Employee	\$0.25	\$0.30	\$0.35	\$0.35	\$0.35

The Employer(s)' sole responsibility towards employee benefits is to make the contributions specified within this Collective Agreement. Benefit eligibility requirements and/or the benefits provided to employees are the exclusive jurisdiction of the trustees of the benefit plan and any changes are beyond the control and responsibility of the Employers.

18.02 Questions of eligibility requirements under the benefit plans are determined by the insurance company and are not arbitrable under the terms of the Collective Agreement.

18.03 SICK PAY

The Employer(s) shall pay an employee fifty percent (50%) of their regular daily earnings for up to and including the first three (3) days of absence requiring an employee to be off work to a maximum of three (3) days per year. Should an employee require additional time off work due to illness, he shall then make an application for Short-Term disability in accordance with the procedure as set out in the disability income plan provided to full-time employees.

ARTICLE 19 - LEAVE OF ABSENCE:

19.01 Employees may request in writing for leaves of absence for legitimate reasons. The Employer(s) will consider such request and may in its discretion grant such a request, having regard to the reason for the request, the duration of the absence and the needs of the business.

19.02 The Employer(s) agree that an employee appointed by the Union as a full-time representative shall be granted leave of absence not to exceed one (1) year without pay while serving in such capacity. Such persons shall continue to accumulate seniority while serving as Union Representatives and shall be entitled to return to the bargaining unit, should their services be terminated by the Union, with full accumulated seniority.

19.03 The Employer(s) shall grant leave of absence without pay to employees required to attend Union Conferences and Conventions, subject to the conditions set out in 19.01.

19.04 MILITARY LEAVE

A leave of absence upon one (1) week of notice shall be granted to an employee for the purpose of allowing such employee to be provided with training in the Canadian Armed Forces, during peace time, not to exceed 120 days per year. During such leave of absence, the employee's seniority shall continue to accrue. In the event that such employee serves in war time, such employee shall be considered on a granted leave of absence until he is discharged from duty and he/she shall have 90 days to report back to work. Upon return to work, the employee shall be reinstated to their former classification, rate of pay and with an accumulation of seniority for all time spent on such leave of absence.

ARTICLE 20 - JURY DUTY:

20.01 An employee who is called for jury duty or who is required to attend at court in any matter arising out of his employment, or who is subpoenaed by the Crown to appear in court as a witness, will receive for each day of necessary absence on that account, up to a maximum of fifteen (15) 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(s) with evidence that his attendance is required and satisfactory evidence as to the amount of fee received. An employee's regular scheduled days off shall not be rescheduled during any period that an employee is required to serve as a juror or as a Crown witness.

ARTICLE 21 - CO-OPERATION:

- 21.01 (a)** The Union shall be notified in writing of all Employer(s) Rules and Regulations covering those employees covered by this Agreement.
- (b)** The Union agrees to co-operated with the Employer(s) in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the store and in caring for equipment and machinery.

ARTICLE 22 - WEARING APPAREL:

- 22.01 (a)** In the event the Employer(s) requires the employees to wear a uniform, the Employer(s) shall supply such uniforms at not cost to the employees. A uniform shall be considered as any piece of clothing that the Employer(s) requires an employee to wear.

Employees shall be responsible for the cleaning of their own uniforms.

Notwithstanding the above, the Employer(s) shall be responsible for cleaning of Meat Department employees' aprons and/or coats as may reasonably be required.

Uniforms that are required to be replaced due to employee neglect, other than normal wear and tear, are to be paid for the by the employee at cost.

The employee agrees to return his or her uniform at the time of his or her termination of employment. In the event the employee does not return his or her uniform, the employee authorizes the Employer to deduct seventy-five (\$75.00) dollars from the employee's outstanding wages and/or vacation pay.

- (b)** Employees who are required to work in areas of extreme cold temperatures (i.e. freezers, outside in winter, etc.) shall have proper coats, gloves, toques, and freezer gloves made available.
- (c)** Lab coats in the Photo Lab(s) shall be cleaned on a weekly basis by the Employer(s) at no cost to the employees.

ARTICLE 23 - PART-TIME HELP:

23.01 It is agreed and recognized by both the Union and the Employer(s) 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(s) agree that part-time employees will not be scheduled to work in excess of twenty-four (24) hours per week except in the circumstances outlined in Article 2.04 of Appendix "A".

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

ARTICLE 24 - NO STRIKE, NO LOCK OUT:

24.01 There will be no strike or lock out during the term of this Agreement. The Employer(s) have the exclusive right to determine what merchandise will be carried in its store(s) except that the Employer(s) agree 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(s) 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(s) 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(s), the Union and the employees, to the best of the abilities of the parties.

ARTICLE 25 - BEREAVEMENT LEAVE:

- 25.01 (a) Should a bereavement occur in an employee's immediate family (mother, father, son, daughter, spouse, brother, sister, step children, step brother and step sister) the employee shall be granted such time off from work with pay as is reasonable under the circumstances up to a maximum of five (5) consecutive days if scheduled. The funeral or the day of the death must be one of the above consecutive days.
- (b) Should a bereavement occur in an employee's not so immediate family (step-parent, parent-in-law, 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) consecutive days if scheduled. The funeral or the day of the death must be one of the above consecutive days.
- (c) Should a death occur in the winter and the interment is postponed, employees may defer one (1) day of their bereavement entitlement to the date of the actual burial.

ARTICLE 26 - FIRST AID KITS:

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

ARTICLE 27 - RETRO-ACTIVITY:

27.01 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 28 - LETTERS OF AGREEMENT:

28.01 The Letters of Agreement annexed hereto shall form part of this Collective Agreement.

ARTICLE 29 - TERM OF AGREEMENT:

- 29.01 (a) This Agreement shall come into force and effect on the 4th day of August, 2011, and shall continue to the 3rd day of August, 2016, and shall thereafter be automatically renewed for the period of three (3) years unless either party, on written notice to the other, within a period of not more than ninety (90) days before the expiry date serves notice of intent to terminate or modify the Agreement.
- (b) In the event either party serves notice of a desire to negotiate changes into this Agreement as above set out, it is agreed that the Employer(s) 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 this Agreement.

DATED AT SUDBURY, ONTARIO this 9th day of June, 20 12.

SIGNED FOR AND ON BEHALF OF:

SIGNED FOR AND ON BEHALF OF
THE UNION:

1199840 ONTARIO LTD. c.o.b. as
DUMAS' INDEPENDENT GROCER
82 Lorne Street S., Sudbury, ON P3C 4N8

LUCIEN GIRARD
Bargaining Committee Representative

2079420 ONTARIO LTD. c.o.b. as
NEIL'S INDEPENDENT GROCER
5200 Hwy. 69 N, Hanmer, ON P3P 1Z3

RITA SCHELL
Bargaining Committee Representative

1449282 ONTARIO LIMITED c.o.b. as
TERRY'S INDEPENDENT GROCER
290 First St. N., Gravenhurst, ON P1B 1H3

BRENDA OLDFIELD
Bargaining Committee Representative

4052404 CANADA INC. c.o.b. as
GAGNON'S INDEPENDENT GROCER
Hwy 118 W, # 500, Bracebridge, ON P1L 1T3

LORNE ROMANKO
Bargaining Committee Representative

VRAB'S INDEPENDENT GROCER
1836 Regent St. S., Sudbury, ON P3E 3Z8

DERIK J. McARTHUR
President, Northern Joint Council
-and- Canadian Director, RWDSU/UFCW

NATIONAL GROCERS CO. LTD.
agrees to discharge its obligations
as defined in this Agreement as an
Administrative Party

-

TERRY McARTHUR
Sr. Director, Labour Relations
Loblaw Companies Limited

FORMING A PART OF THIS COLLECTIVE AGREEMENT

ARTICLE 1 - RECOGNITION:

1.01 For the purpose of this Appendix, a part-time employee is an employee who is normally scheduled to work twenty-four (24) hours per week or less.

ARTICLE 2 - SENIORITY:

2.01 Upon completion of ninety (90) days worked at each store, employees covered by this Appendix shall be deemed to have served their probationary period and then shall be placed on the seniority list of part-time employees and their seniority shall date back to the first day they commenced work for the Employer(s).

2.02 (a) Seniority shall only be acquired and exercised on an individual store by store basis. Layoffs and re-employment shall be based on seniority, job knowledge and competence. The seniority rights of an employee shall be terminated after twelve (12) months following lay off due to lack of work. In the event of an opening occurring in the full-time staff, employees covered under this Appendix shall receive preference for such full-time position in the store in which the employee has seniority providing they have the necessary seniority, job knowledge and competence;

(b) Part-time employees are expected to attend work in accordance with their schedule of hours. When unable to attend, the employee must notify the Manager, Relieving Manager or Customer Service Manager prior to his scheduled starting time, but in any event at least two (2) hours prior to commencement of the employee's scheduled shift, wherever possible, giving the reasons why he is unable to attend. An employee who calls in prior to the first day shift shall attempt to speak directly to a night shift employee or alternatively leave a message on the store's telephone voice-mail system, where available. Where an employee does not speak directly to their department manager or Store Owner, the employee shall leave detailed information as to where and how they might be contacted relative to their absence.

(c) Part-time students who quit their employment to attend a Post-Secondary Institution shall be given first priority for re-hire upon completion of their school term. If re-hired, the Employer(s) shall provide their former rate of pay that they earned at the time they had quit to attend school.

2.03 (a) The Employer agrees to afford the most senior part-time employee in each department with twenty-four (24) hours per week provided he has the necessary skills and ability and knowledge to perform the work and is available.

(b) Hours worked in excess of twenty-four (24) hours per week, including call-ins, shall be offered by seniority once all part-time employees have reached twenty-four (24) hours per week.

(c) Employees may decline any call-in shifts that may be offered.

- (d) In addition to that which is set out above in Section 2.03, any employee who believes the above intent or call in's for additional hours are not being fairly administered by the Employer(s), before the filing of a grievance by the employee, the Union and a representative of National Grocers shall meet as soon as possible to examine the situation and use their best efforts to resolve such matter.

2.04 It is agreed and recognized by both the Union and the Employer(s) 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(s) agree that part-time employees will not be scheduled to work in excess of twenty-four (24) hours per week, except in the following circumstances:

- (i) when full-time employees are absent;
- (ii) to cover off for vacations;
- (iii) from December 1st to January 1st;
- (iv) during promotional periods where a major increase in business is anticipated;
- (v) during the period from May 15th to September 15th;
- (vi) for the two (2) weeks previous to and two (2) weeks directly following the opening of a new store and the commencement date of promotional activities in a store which has been completely refurbished;
- (vii) two (2) weeks for training purposes.

It is agreed between the parties that hours worked in accordance with this Article and the above-noted exceptions provided therein shall not under any circumstances be used or applied to satisfy the requirements of Article 2.05.

2.05 In the event a part-time employee temporarily works forty (40) hours per week in excess of sixteen (16) consecutive weeks, excluding those hours worked in accordance with Article 2.04 and further, excluding any replacing of a full-time employee who may be off on WSIB or disability, a part-time employee shall be reclassified to full-time service.

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

2.07 A part-time employee who is hired full-time shall be credited with fifty (50%) percent of his part-time bargaining unit seniority up to a maximum of one (1) year for the purposes of bargaining unit seniority, vacation and wage rates.

ARTICLE 3 - UNION SECURITY:

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

ARTICLE 4 - FUNCTIONS OF MANAGEMENT:

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

ARTICLE 5 - DISCHARGE AND DISCIPLINE:

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

ARTICLE 6 - DISCRIMINATION:

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

ARTICLE 7 - UNION PRIVILEGES:

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

ARTICLE 8 - HOURS OF WORK:

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

(b) Notwithstanding the above, Night Shift employees may be scheduled to work four (4) shifts of ten (10) hours between Monday through Saturday. In the event the Employer(s) elect to schedule Night Shift employees ten (10) hour shifts, the overtime provisions requiring the payment of time and one half (1.5) for work after eight (8) hours in a day in Article 11.03 (a) shall not apply, however, overtime will be paid at a rate of time and one half (1.5) for work beyond ten (10) hours in a day.

8.02 (a) If a part-time employee is ordered or scheduled to report for work and no work is available, students shall receive three (3) hours' pay, non-students shall receive four (4) hours' pay.

(b) A part-time employee shall be guaranteed four (4) hours on each call in or scheduled shift unless there is less than four (4) hours available from the time the employee reports to the time the store closes, in which case the employee may refuse the work.

(c) All mandatory meetings will be subject to three (3) hours pay at straight time subject to the Employer's right to provide alternative work for the balance of the three (3) hours where such meetings are less than three (3) hours duration.

ARTICLE 9 - OVERTIME:

9.01 The provisions of Article 11 except 11.04 of this Agreement will apply.

ARTICLE 10 - STATUTORY HOLIDAYS:

10.01 The provisions contained in Article 12 of this Agreement shall apply to all employees covered by this Appendix.

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

ARTICLE 11 - VACATIONS:

- 11.01 (a) Part-time employees shall receive vacation pay based on four (4%) percent of their gross earnings for the previous year.
- (b) Employees who have been continuously employed for more than ten (10) years as of January 1st of the current year shall receive vacation pay based on six (6) percent of their gross earnings during the previous calendar year.
- (c) Such vacation pay shall be issued by separate cheque and shall be paid not later than September 1st of each year.

ARTICLE 12 - WORKERS' COMPENSATION:

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

ARTICLE 13 - GRIEVANCE AND ARBITRATION:

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

ARTICLE 14 - WAGES:

14.01 The part-time wage rates and progressions shall be as set out in Appendix "D", "E", "F", "G", "H", attached hereto and forming part of this Agreement.

14.02 **PART-TIME TEMPORARY ASSIGNMENT**

A part-time employee assigned to perform the majority of the unique duties of a Department Manager for more than two (2) consecutive working days will receive a relief premium of two dollars and twenty-five cents (\$2.25) per hour for all hours worked during a planned absence and for actual relief work during unplanned absences.

14.03 A part-time employee assigned to lock up the store shall be paid a premium of fifty cents (50¢) per hour for all hours worked after 6:00 p.m. (provided the Store Owner and Store Manager have left the store).

14.04 In the absence of the Head Cashier, part-time employees appointed as Front End Supervisor shall receive an hourly premium of fifty cents (50¢) for time spent performing the duties.

ARTICLE 15 - REST PERIODS:

15.01 Employees covered by this Appendix shall be entitled to one (1) fifteen (15) minute paid rest period for each four (4) hour period worked. Each rest period shall be scheduled as near as possible to the mid-point of each one half (½) shift. Employees working eight (8) hours shall be entitled to an unpaid lunch period of one (1) hour or a one half (½) hours, as may be mutually agreed, between the employee and the Employer(s) in accordance with the Employment Standards Act.

ARTICLE 16 - WORKING CONDITIONS:

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

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

ARTICLE 17 - BEREAVEMENT LEAVE:

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

ARTICLE 18 - NO STRIKE, NO LOCK OUT:

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

ARTICLE 19 - WEARING APPAREL:

19.01 (a) In the event the Employer(s) require employees to wear a uniform, the Employer(s) shall supply such uniforms at no cost to the employees. A uniform shall be considered as any piece of clothing that the Employer(s) require an employee to wear.

Employees shall be responsible for the cleaning of their own uniforms.

Notwithstanding the above, the Employer(s) shall be responsible for the cleaning of Meat Department employees' aprons and/or coats as may reasonably be required.

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

ARTICLE 20 - PART-TIME BENEFITS:

20.01 Effective no later than January 1, 2002, part-time employees shall join the U.F.C.W. Trusteed Benefit Plan with Employer(s) contributions of thirty-five cents (35¢) per hour and employee contributions of fifteen cents (15¢) per hour. The Employer(s) shall remit the above contributions to the Union as the Union may direct from time to time.

Effective January 31, 2010, the Employer(s) will increase their contributions to the benefit trust plan to fifty (50) cents per hour and the employee contributions will increase to twenty (20) cents per hour.

The Employer(s)' sole responsibility towards employee benefits is to make the contributions specified within this Collective Agreement. Benefit eligibility requirements and/or the benefits provided to employees are the exclusive jurisdiction of the trustees of the benefit plan and any changes are beyond the control and responsibility of the Employers.

20.02 TRAINING

The Employer(s) agree that if an employee requests in writing to be trained in another department, the Employer(s) will offer by bargaining unit seniority from the list of employees who have applied for training in such department before hiring new employees. It is understood and agreed that an employee must have completed their probationary period before they are entitled to apply for training and they may apply for training in another department only once in a calendar year.

A P P E N D I X " B "

Benefits are provided by the Commercial Workers Benefit Plan in accordance with the terms of that plan.

A P P E N D I X " C "

FORMING A PART OF THIS COLLECTIVE AGREEMENT

WAGES, CLASSIFICATIONS AND PROGRESSIONS FOR:

FULL-TIME EMPLOYEES

C - 1 Full-time Department Heads will be paid in accordance with the below minimum hourly rates of pay:

Classification	Effective Date of Ratification (August 4, 2011)
Assistant Manager	19.85
Meat Manager	19.85
Grocery Manager	17.85
Produce Manager	17.85
Deli Manager	17.85
Bakery Manager	17.85
Combination (Deli/Bakery Manager)	17.85
Head Cashier	17.85
Photo Lab Manager	17.30

In locations where a physically separate HMR (Home Meal Replacement) department exists, the Employer(s) will employ an HMR Department Manager. The HMR Department Manager will be paid at the same rate as the Photo Lab Manager classification.

The Employer(s) may introduce a Seafood Manager position within a store. Such Seafood Manager would be paid in accordance with Photo Lab Manager classification.

The Employer(s) may designate a General Merchandise Manager position within a store. Such General Merchandise Manager would be paid in accordance with the Photo Lab Manager classification.

Employees in any of the above Department Head positions on August 4, 2011 will be eligible for the following hourly wage increases:

Date of Ratification (August 4, 2011): \$0.30 per hour, retroactive on hours worked since the expiry of the agreement.

1st Anniversary: \$0.25 per hour
 2nd Anniversary: \$0.25 per hour
 3rd Anniversary: \$0.25 per hour
 4th Anniversary: \$0.25 per hour

C-2 Full-time Meat Cutters hired prior to June 17, 2006 will be paid in accordance with the below minimum hourly rates of pay:

	Effective Date of Ratification (August 4, 2011)
24 Months	17.85

Employees who are full-time Meat Cutters on June 17, 2006 will be eligible for the following hourly wage increases:

Date of Ratification (August 4, 2011): \$0.30 per hour, retroactive on hours worked since the expiry of the agreement.

1st Anniversary: \$0.25 per hour
 2nd Anniversary: \$0.25 per hour
 3rd Anniversary: \$0.25 per hour
 4th Anniversary: \$0.25 per hour

C-3 Full-time Meat Cutters hired or promoted to full-time after June 17, 2006 will be paid in accordance with the below minimum hourly rates of pay:

	Effective Date of Ratification (August 4, 2011)
Start	10.30
6 Months	11.23
12 Months	12.16
18 Months	13.09
24 Months	14.25
30 Months	15.50
36 Months	17.85

Employees who are at the end rate of pay as of August 4, 2011, will be eligible for the following hourly wage increases:

Date of Ratification (August 4, 2011): \$0.30 per hour, retroactive on hours worked since the expiry of the agreement.

1st Anniversary: \$0.25 per hour
 2nd Anniversary: \$0.25 per hour
 3rd Anniversary: \$0.25 per hour
 4th Anniversary: \$0.25 per hour

- C-4 Full-time Cashiers/Grocery Clerks/Produce Clerks/Meat Wrappers hired prior to June 17, 2006 will be paid in accordance with the below minimum hourly rates of pay:**

	Effective Date of Ratification (August 4, 2011)
24 Months	16.35

Employees who are full-time Cashiers/Grocery Clerks/Produce Clerks/Meat Wrappers on June 17, 2006 will be eligible for the following hourly wage increases:

Date of Ratification (August 4, 2011): \$0.30 per hour, retroactive on hours worked since the expiry of the agreement.

- 1st Anniversary: \$0.25 per hour**
- 2nd Anniversary: \$0.25 per hour**
- 3rd Anniversary: \$0.25 per hour**
- 4th Anniversary: \$0.25 per hour**

- C-5 Full-time Cashiers/Grocery Clerks/Produce Clerks/Meat Wrappers hired or promoted to full-time after June 17, 2006 will be paid in accordance with the below minimum hourly rates of pay:**

	Effective Date of Ratification (August 4, 2011)
Start	10.25
6 Months	10.75
12 Months	11.25
18 Months	11.75
24 Months	12.50
30 Months	13.50
36 Months	16.35

Employees who are at the end rate of pay as of August 4, 2011, will be eligible for the following hourly wage increases:

Date of Ratification (August 4, 2011): \$0.30 per hour, retroactive on hours worked since the expiry of the agreement.

- 1st Anniversary: \$0.25 per hour**
- 2nd Anniversary: \$0.25 per hour**
- 3rd Anniversary: \$0.25 per hour**
- 4th Anniversary: \$0.25 per hour**

- C-6 Notwithstanding the wage progression for full-time employees, where there is an increase in the Ontario minimum wage rate it shall become the new start rate and those employees so affected shall remain at such rate until their hours worked with the Employer(s) would permit them an increase in their rate of pay in accordance with the wage progression.**

A P P E N D I X " D "

D-1 Part-time employees hired prior to July 11, 1997 will receive the following increases during the term of this Collective Agreement.

Date of Ratification (August 4, 2011): \$0.30 per hour, retroactive on hours worked since the expiry of the agreement.

1st Anniversary:	\$0.25 per hour
2nd Anniversary:	\$0.25 per hour
3rd Anniversary:	\$0.25 per hour
4th Anniversary:	\$0.25 per hour

A P P E N D I X "E"

PART-TIME MEAT CUTTERS

E-1 Part-time employees hired as Meat Cutters will be paid in accordance with the below minimum hourly rates of pay:

	DOR (August 4, 2011)	1st Anniversary	2nd Anniversary	3rd Anniversary	4th Anniversary
Start	12.00	12.00	12.00	12.00	12.00
6 Months	12.25	12.25	12.25	12.25	12.25
12 Months	12.50	12.50	12.50	12.50	12.50
18 Months	12.75	12.75	12.75	12.75	12.75
24 Months	13.00	13.00	13.00	13.00	13.00
30 Months	13.25	13.25	13.25	13.25	13.25
36 Months	14.20	14.45	14.70	14.95	15.20

Part-time employees who are at the end rate of pay will receive the following increases during the term of this Collective Agreement.

Date of Ratification (August 4, 2011): \$0.30 per hour, retroactive on hours worked since the expiry of the agreement.

1st Anniversary: \$0.25 per hour
2nd Anniversary: \$0.25 per hour
3rd Anniversary: \$0.25 per hour
4th Anniversary: \$0.25 per hour

Part-time employees who are at the end rate of pay will receive the greater of the above annual increases or the same year's change to the posted end rate but not both.

E-2 Employees who were hired as part-time Meat Cutters prior to June 17, 2006 shall be eligible for the following increases during the life of this Collective Agreement:

Date of Ratification (August 4, 2011): \$0.30 per hour, retroactive on hours worked since the expiry of the agreement.

1st Anniversary: \$0.25 per hour
2nd Anniversary: \$0.25 per hour
3rd Anniversary: \$0.25 per hour
4th Anniversary: \$0.25 per hour

A P P E N D I X " F "

F-1 Part-time employees hired after July 11, 1997, but prior to June 17, 2006 will be paid in accordance with the below minimum hourly rates of pay:

	DOR (Aug. 4, 2011)	1st Anniversary	2nd Anniversary	3rd Anniversary	4th Anniversary
0 - 650 hours worked	10.25	10.25	10.25	10.25	10.25
651 - 1300 hours worked	10.30	10.30	10.30	10.30	10.30
1301 - 1950 hours worked	10.35	10.35	10.35	10.35	10.35
1951 - 2600 hours worked	10.40	10.40	10.40	10.40	10.40
2601 - 3250 hours worked	10.45	10.45	10.45	10.45	10.45
3251 - 3900 hours worked	10.50	10.50	10.50	10.50	10.50
3901 - 4550 hours worked	10.60	10.60	10.60	10.60	10.60
4551 - 5200 hours worked	10.70	10.70	10.70	10.70	10.70
5201 - 5850 hours worked	10.80	10.80	10.80	10.80	10.80
5851 - 6500 hours worked	10.90	10.90	10.90	10.90	10.90
6501 + hours worked	13.30	13.55	13.80	14.05	14.30

Effective the Date of Ratification (August 4, 2011), employees shall be placed on the new wage progression in accordance with their actual hours worked. In the event that being placed on the wage progression results in an employee being on an “off-rate” within his classification, it is understood that the employee will still need to have the appropriate hours worked to advance on the existing part-time wage progressions.

Part-time employees who are at the end rate of pay will receive the following increases during the term of this Collective Agreement.

Date of Ratification (August 4, 2011): \$0.30 per hour, retroactive on hours worked since the expiry of the agreement.

1st Anniversary: \$0.25 per hour
 2nd Anniversary: \$0.25 per hour
 3rd Anniversary: \$0.25 per hour
 4th Anniversary: \$0.25 per hour

Part-time employees who are at the end rate of pay will receive the greater of the above annual increases or the same year’s change to the posted end rate but not both.

F-2 Notwithstanding the wage progression for part-time employees, where there is an increase in the Ontario minimum wage rate it shall become the new start rate and those employees so affected shall remain at such rate of pay until their hours worked with the Employer(s) would permit them an increase in their rate of pay in accordance with the wage progression.

A P P E N D I X "G"

G-1 Part-time employees hired after June 17, 2006 will be paid in accordance with the below minimum hourly rates of pay:

	DOR (Aug. 4, 2011)	1st Anniversary	2nd Anniversary	3rd Anniversary	4th Anniversary
0 - 650 hours worked	10.25	10.25	10.25	10.25	10.25
651 - 1300 hours worked	10.30	10.30	10.30	10.30	10.30
1301 - 1950 hours worked	10.35	10.35	10.35	10.35	10.35
1951 - 2600 hours worked	10.40	10.40	10.40	10.40	10.40
2601 - 3250 hours worked	10.45	10.45	10.45	10.45	10.45
3251 - 3900 hours worked	10.50	10.50	10.50	10.50	10.50
3901 - 4550 hours worked	10.60	10.60	10.60	10.60	10.60
4551 - 5200 hours worked	10.70	10.70	10.70	10.70	10.70
5201 - 5850 hours worked	10.80	10.80	10.80	10.80	10.80
5851 - 6500 hours worked	10.90	10.90	10.90	10.90	10.90
6501 + hours worked	11.00	11.25	11.50	11.75	12.00

Part-time employees shall be placed on the wage progression in accordance with their accumulated hours of work retroactive to January 31, 2011. Retroactivity shall be to a maximum of \$0.30 per hour worked.

Part-time employees who are at the end rate of pay will receive the following increases during the term of this Collective Agreement.

Date of Ratification (August 4, 2011): \$0.30 per hour, retroactive on hours worked since the expiry of the agreement.

1st Anniversary: \$0.25 per hour
2nd Anniversary: \$0.25 per hour
3rd Anniversary: \$0.25 per hour
4th Anniversary: \$0.25 per hour

Part-time employees who are at the end rate of pay will receive the greater of the above annual increases or the same year's change to the posted end rate but not both. Retroactivity shall be to a maximum of \$0.30 per hour worked.

G-2 Notwithstanding the wage progression for part-time employees, where there is an increase in the Ontario minimum wage rate it shall become the new start rate and those employees so affected shall remain at such rate until their hours worked with the Employer(s) would permit them an increase in their rate of pay in accordance with the wage progression.

A P P E N D I X "H"

H-1 Front End Service Clerks will be paid in accordance with the below minimum hourly rates of pay:

	DOR (Aug. 4, 2011)	1st Anniversary	2nd Anniversary	3rd Anniversary	4th Anniversary
0 - 650 hours worked	10.25	10.25	10.25	10.25	10.25
651 - 1300 hours worked	10.30	10.30	10.30	10.30	10.30
1301 - 1950 hours worked	10.35	10.35	10.35	10.35	10.35
1951 - 2600 hours worked	10.40	10.40	10.40	10.40	10.40
2601 + hours worked	10.55	10.80	11.05	11.30	11.55

H-2 The classification of Front End Service will have the following duties:

Bagging, buggy retrieval, carry out, replenishing bags, price checks, product returns, bottle and can sorting, sweeping and spot mopping of the entire sales floor and clean up at the front end of the store.

Front End Service Clerks will be scheduled for work on a separate schedule and will be limited to the performance of the above-mentioned duties.

Front End Service Clerks will be identified by means of a smock or button.

H-3 Front End Service Clerks who are at the end rate of pay will receive the following increases during the term of this Collective Agreement.

Date of Ratification (August 4, 2011): \$0.30 per hour, retroactive on hours worked since the expiry of the agreement.

1st Anniversary: \$0.25 per hour
2nd Anniversary: \$0.25 per hour
3rd Anniversary: \$0.25 per hour
4th Anniversary: \$0.25 per hour

Part-time employees who are at the end rate of pay will receive the greater of the above annual increases or the same year's change to the posted end rate but not both. Retroactivity shall be to a maximum of \$0.30 per hour worked.

H-4 Notwithstanding the wage progression for part-time employees, where there is an increase in the Ontario minimum wage rate it shall become the new start rate and those employees so affected shall remain at such rate until their hours worked with the Employer(s) would permit them an increase in their rate of pay in accordance with the wage progression.

A P P E N D I X "I"

I-1 Effective Date of Ratification (August 4, 2011), the following minimum hourly rates of pay will apply to all part-time employees under 18 years of age:

	DOR (Aug. 4, 2011)	1st Anniversary	2nd Anniversary	3rd Anniversary	4th Anniversary
0 - 650 hours worked	9.60	9.60	9.60	9.60	9.60
651 - 1300 hours worked	9.65	9.65	9.65	9.65	9.65
1301 - 1950 hours worked	9.70	9.70	9.70	9.70	9.70
1951 - 2600 hours worked	9.75	9.75	9.75	9.75	9.75
2601 + hours worked	9.80	9.80	9.80	9.80	9.80

Upon reaching their 18th birthday part-time clerks who are on this progression will be moved to the regular part-time wage progression according to their full accumulated hours of work.

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

LETTER OF AGREEMENT #1

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

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

The parties agree that the Employer(s) may lease space within its stores' perimeters to third party businesses provided that the Employer(s) does not contract in part of its existing business to those businesses. The Union agrees that, as long as the Employer(s) do not contract in part of its existing business to those third party businesses, the employees of those third party businesses will not be covered by the Collective Agreement. Any arrangements beyond the above, then the parties agree to meet to discuss with a view to reaching a mutually agreeable solution.

DATED AT SUDBURY, ONTARIO this 9th day of June , 20 12 .

SIGNED FOR AND ON BEHALF
OF THE EMPLOYER(S):

SIGNED FOR AND ON BEHALF
OF THE UNION:

TERRY McARTHUR
Sr. Director, Labour Relations
Loblaw Companies Limited

DERIK J. McARTHUR
President, Northern Joint Council
-and- Canadian Director, RWDSU/UFCW

LETTER OF AGREEMENT #2

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

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

Where a full-time vacancy or newly created full-time position occurs in a store, notice of such vacancy or newly created position shall be advertised for five (5) calendar days on the bulletin board at all of the stores covered by the terms of this Collective Agreement. Any bargaining unit employee may apply for such job within the time limit specified above by sending a letter to the Employer(s) in question. Such employee will be given due consideration. It is understood that Article 10.10 of the Collective Agreement takes precedence over this Letter of Understanding.

DATED AT SUDBURY, ONTARIO this 9th day of June , 20 12 .

**SIGNED FOR AND ON BEHALF
OF THE EMPLOYER(S):**

**SIGNED FOR AND ON BEHALF
OF THE UNION:**

TERRY McARTHUR
Sr. Director, Labour Relations
Loblaw Companies Limited

DERIK J. McARTHUR
President, Northern Joint Council
-and- Canadian Director, RWDSU/UFCW

LETTER OF AGREEMENT #3

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

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

**This Letter of Agreement shall in all respects be considered as forming
a part of the Collective Agreement:**

**Employees of the Elm Street store only shall be covered under the
pension plan in effect for the term of this Agreement. No further employees will be
covered by this pension plan.**

DATED AT SUDBURY, ONTARIO this 9th day of June , 20 12 .

**SIGNED FOR AND ON BEHALF
OF THE EMPLOYER(S):**

**SIGNED FOR AND ON BEHALF
OF THE UNION:**

**TERRY McARTHUR
Sr. Director, Labour Relations
Loblaw Companies Limited**

**DERIK J. McARTHUR
President, Northern Joint Council
-and- Canadian Director, RWDSU/UFCW**

LETTER OF AGREEMENT #4

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

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

This Letter of Agreement shall in every respect form a part of the Collective Agreement.

The parties agree that the normal retirement age of full-time employees is sixty-five (65) years of age, at which time, the employee may transfer to part-time employment. An employee's full-time or part-time benefits may be terminated, or if applicable, be changed to part-time benefits, in accordance with the terms of the benefit plan in effect in the workplace.

DATED AT SUDBURY, ONTARIO this 9th day of June, 20 12.

**SIGNED FOR AND ON BEHALF
OF THE EMPLOYER(S):**

**SIGNED FOR AND ON BEHALF
OF THE UNION:**

TERRY McARTHUR
Sr. Director, Labour Relations
Loblaw Companies Limited

DERIK J. McARTHUR
President, Northern Joint Council
-and- Canadian Director, RWDSU/UFCW

LETTER OF AGREEMENT #5

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

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

**This Letter of Agreement shall in every respect form a part of the
Collective Agreement.**

**All employees that are required by the Employer(s) to purchase and
use safety footwear will be reimbursed the cost of such footwear upon
presentation of the receipt. The maximum reimbursement amount shall be seventy-
five (\$75.00) dollars for full-time employees annually and bi-annually for part-time
employees. Safety shoes must be entirely black in colour and must be Canadian
Standards Approved (CSA). Employees of the Bakery Department may wear white
safety footwear if so required.**

DATED AT SUDBURY, ONTARIO this 9th day of June , 20 12 .

**SIGNED FOR AND ON BEHALF
OF THE EMPLOYER(S):**

**SIGNED FOR AND ON BEHALF
OF THE UNION:**

**TERRY McARTHUR
Sr. Director, Labour Relations
Loblaw Companies Limited**

**DERIK J. McARTHUR
President, Northern Joint Council
-and- Canadian Director, RWDSU/UFCW**

LETTER OF AGREEMENT #6

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

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

**This Letter of Agreement shall in all respects be considered as forming
a part of the Collective Agreement.**

**No rate currently enjoyed by an employee under this Collective
Agreement will be reduced as a result of the ratification of this Collective
Agreement.**

DATED AT SUDBURY, ONTARIO this 9th day of June , 20 12 .

**SIGNED FOR AND ON BEHALF
OF THE EMPLOYER(S):**

**SIGNED FOR AND ON BEHALF
OF THE UNION:**

**TERRY McARTHUR
Sr. Director, Labour Relations
Loblaw Companies Limited**

**DERIK J. McARTHUR
President, Northern Joint Council
-and- Canadian Director, RWDSU/UFCW**

LETTER OF AGREEMENT #7

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

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

**This Letter of Agreement shall in every respect form a part of the
Collective Agreement.**

**In the event of a store covered under the Collective Agreement
converts to a new banner and/or a new location, the Company will recognize the
Union as the bargaining agent for the new location. Furthermore, the Company will
recognize the seniority of all employees and offer the employees first right of
refusal to employment in the new facility.**

DATED AT SUDBURY, ONTARIO, THIS 6th day of June , 20 12 .

**SIGNED FOR AND ON BEHALF
OF THE EMPLOYER(S):**

**SIGNED FOR AND ON BEHALF
OF THE UNION:**

**TERRY McARTHUR
Sr. Director, Labour Relations
Loblaw Companies Limited**

**DERIK J. McARTHUR
President, Northern Joint Council
-and- Canadian Director, RWDSU/UFCW**

LETTER OF AGREEMENT #8

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

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

**This Letter of Agreement shall in every respect form a part of the
Collective Agreement.**

**A full-time employee can exercise their seniority for different shift
start times within their classification provided they have the ability and qualification
to perform the work. It is understood that all full-time employees may have to work
one (1) evening per week. Full-time employees with a seniority date after June 17,
2006 may have to work three (3) evenings per week.**

An evening shift shall be any shift scheduled beyond 6:00 p.m.

DATED AT SUDBURY, ONTARIO this 9th day of June , 20 12 .

**SIGNED FOR AND ON BEHALF
OF THE EMPLOYER(S):**

**SIGNED FOR AND ON BEHALF
OF THE UNION:**

**TERRY McARTHUR
Sr. Director, Labour Relations
Loblaw Companies Limited**

**DERIK J. McARTHUR
President, Northern Joint Council
-and- Canadian Director, RWDSU/UFCW**

LETTER OF AGREEMENT #9

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

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

This Letter of Agreement shall in every respect form a part of the Collective Agreement.

In the event an Optical Business is introduced to a store the parties agree to the following provisions:

1. One (1) Optician/Manager shall be excluded from the bargaining unit;
2. Part-time employees will be covered under the existing collective agreement and will follow the pay scales herein;
3. The Optical Business will be a separate scheduling area and shall not perform work in other departments.
4. Off site Optometrist(s) may perform services in the Optical Business as deemed necessary by the Employer.

DATED AT SUDBURY, ONTARIO this 9th day of June, 20 12.

**SIGNED FOR AND ON BEHALF
OF THE EMPLOYER(S):**

**SIGNED FOR AND ON BEHALF
OF THE UNION:**

TERRY McARTHUR
Sr. Director, Labour Relations
Loblaw Companies Limited

DERIK J. McARTHUR
President, Northern Joint Council
-and- Canadian Director, RWDSU/UFCW

APPENDIX "J" - WADLAND PHARMACY LIMITED

FORMING A PART OF THIS COLLECTIVE AGREEMENT

BETWEEN: **WADLAND PHARMACY LIMITED**
 c.o.b. as THE DRUG STORE PHARMACY
 (hereinafter called "the Employer")

AND: **NORTHERN JOINT COUNCIL -of the- RETAIL, WHOLESALE**
 AND DEPARTMENT STORE UNION, DISTRICT COUNCIL -of the-
 UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL
 UNION
 (bereinafter 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, and to create a multi-location Collective Agreement with a recognition clause providing for a single multi-location bargaining unit.

ARTICLE 2 - RECOGNITION - WADLAND PHARMACY:

2.01 (a) **UNION RECOGNITION**

WADLAND PHARMACY LIMITED (c.o.b.) THE DRUG STORE PHARMACY agrees to recognize the **Northern Joint Council - of the - Retail, Wholesale and Department Store Union, District Council - of the - United Food and Commercial Workers International Union** as the sole and exclusive bargaining agent for and on behalf of all employees of WADLAND PHARMACY LIMITED in the following locations: Greater City of Sudbury, the City of Timmins, the Towns of Espanola, Kirkland Lake, Bracebridge, and Gravenhurst save and except PHARMACIST/MANAGER, and persons above the rank of PHARMACIST/MANAGER, **REGULATED PHARMACY TECHNICIANS, and PHARMACIST INTERNS**, and all such locations shall be deemed to be a single multi-location bargaining unit for the purposes of the Ontario Labour Relations Act.

(b) The Employer "WADLAND PHARMACY LIMITED" agrees that any Successor(s) shall become and remain covered under the terms of this single multi-location bargaining unit as a condition of sale.

2.02 A full-time employee covered by this Agreement shall be an employee who is normally scheduled to work forty (40) hours per week.

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

ARTICLE 3 - UNION SECURITY:

3.01 (a) It is agreed that all employees covered by this Agreement shall become and remain members of the Union in good standing as a condition of employment.

(b) New employees shall make application for membership in the Union at the time of their hiring and shall become and remain members of the Union in good standing, as a condition of employment.

3.02 The Employer shall, during the term of the this Agreement, as a condition of employment, deduct from members of the bargaining unit the regular weekly union dues, special assessments, and initiation fees in the amount and manner specified by the Union By-Laws and Constitution and such deducted dues shall be remitted to the Union presently located at 230 Regent Street, Sudbury, Ontario P3C 4C5 prior to 15th day of 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 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 deduction for each employee on his T-4 form.

3.03 In the event that such weekly dues are changed during the term of the Agreement, such change must be given to the Employer by notice properly authorized by Union officials and shall become effective within one (1) month following the date the notice is received.

3.04 In the case of all persons now in the employment of, or who enter into the employment of, the Employer it is agreed that as a condition of continued employment such person or persons shall become and remain a member in good standing of the Union within thirty (30) days worked from the commencement of their employment at each store. The Employer agrees that it will inform all new employees prior to or at the time of hiring of the Union security provisions of the Agreement.

3.05 The first ninety (90) days worked at each Pharmacy location shall be considered a probationary period. It is understood between the Employer and the Union that a probationary employee shall be considered an employee for all purposes of the Agreement save that a probationary employee may be dismissed at any time during the probationary period with or without just cause.

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

ARTICLE 4 - FUNCTIONS OF MANAGEMENT:

4.01 The Union agrees that the Employer have 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 pharmacies, provided however, that any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the Grievance Procedure as set out herein.

4.02 It is agreed that the direction of the working force shall be at the discretion of the Employer within the terms of this Agreement.

ARTICLE 5 - DISCHARGE AND DISCIPLINE:

5.01 No employee who has completed his probationary period shall be discharged or disciplined except for just and sufficient cause. Discharge and discipline grievances may be settled by confirming the Employer's decision or by 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 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 Pharmacy region Steward or another employee chosen by the employee if a Union Steward is not on the premises, shall be present at such interview. The employee concerned will be advised of such by management and such employee shall be further advised that they may request another employee of their choice who is on the premises to be present during such interview. The Steward or Union Representative will leave the meeting if requested to leave by the employee.

ARTICLE 6 - NO DISCRIMINATION:

6.01 There shall be no discrimination on account of race, colour, creed, national origin, sex, or membership in the Union or activity 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 agree that the employees may wear Union buttons while on duty.

7.02 The Employer will provide notice boards for the Union's exclusive use, where the Union will have the right to post notices of meetings or such other official Union notices as may be required, provided all such notices have the prior approval of the Store Manager or Owner for posting. All notices shall be signed on behalf of the Union by one of the following persons:

An authorized full-time representative of the Northern Ontario Joint Council or a representative of the International Union.

ARTICLE 8 - UNION PRIVILEGES:

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

ARTICLE 9 - UNION STEWARDS:

9.01 The Union shall have the right to appoint and the Employer shall recognize one (1) Union Steward per Pharmacy covered by this Collective Agreement.

9.02 It is agreed that the Union Negotiating Committee for this (Wadland Pharmacy Limited) Collective Agreement shall be comprised of two (2) members.

9.03 The members of the Union Negotiating Committee who are employees of the Employer shall suffer no loss in pay for time spent during their normal working hours while attending negotiating meetings with officials of the Employer.

ARTICLE 10 - SENIORITY:

10.01 (a) Seniority shall be recognized by the Employer and shall be based on the length of continuous service as a full-time bargaining unit WADLAND PHARMACY LIMITED employee in their region.

(b) Seniority is the principle of granting preference to full-time employees for promotions, demotions, transfers, layoffs in accordance with an employee's WADLAND PHARMACY LIMITED bargaining unit region seniority, but only when an employee has the ability and qualifications necessary to fill the normal requirements of the job.

10.02 Regular full-time employees shall not attain seniority until they have completed a probationary period with the Employer. Such probationary period shall be ninety (90) days worked, however, should a probationary employee complete such service, his/her seniority shall date back to the commencement of his continuous full-time or part-time employment with the Employer.

10.03 In cases of lay off and recall the principle of bargaining unit region seniority shall govern provided the senior employee has the ability and qualifications to perform the job.

Employees with less than one (1) year's service with the Employer 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 with the Employer will be given two (2) weeks' notice of lay off or two (2) weeks' pay in lieu of notice or as required by *Employment Standards Act*.

10.04 Seniority lists for full-time and part-time employees shall be posted by the Employer quarterly, in all applicable Wadland Pharmacy locations covered by this Collective Agreement, a copy of which shall be sent to the Union office.

10.05 Seniority shall be considered 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) consecutive working days without prior notification to the **Employer(s)** or fails to provide a **justifiable reason** for such absence;
- (d) fails to return to work after a recall from lay off within seven (7) days after the delivery of notice of recall;
- (e) fails to return to work upon the conclusion of a leave of absence unless his failure to return is for reasonable cause;
- (f) fails to take a medical examination by a qualified medical practitioner when requested by the Employer when there is a question of the employee's ability to perform his/her job in a suitable manner;
- (g) is not recalled to work when laid off due to lack of work, his name shall be retained on the seniority list for a twelve (12) month period or the length of his seniority, whichever is the lesser, but in no event, less than six (6) months;

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

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

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

10.08 Following the successful completion of the full-time probationary periods, a part-time employee who is hired full-time shall be credited with fifty (50%) percent of his part-time bargaining seniority up to a maximum of one (1) year for the purposes of bargaining unit seniority in their region, **vacation entitlement and wages**.

10.09 JOB POSTING PROCEDURE

- (a) **In the event that a full-time vacancy or newly created full-time position comes open in the Wadland Pharmacy bargaining unit covered by the terms of this Collective Agreement, notice of such vacancy or newly created position shall be posted for seven (7) calendar days on the Bulletin Board at each Pharmacy where the vacancy exists. In the event there is no successful applicant at the pharmacy where the vacancy exists then such vacancy shall be posted with the bargaining unit region. Regions shall be defined as follows: The City of Timmins, the Town of Kirkland Lake, the Towns of Bracebridge and Gravenhurst and for the purposes of this article alone, the Greater City of Sudbury and the Town of Espanola. All such notices shall designate the job classification, title, the shift, the rate of pay and the date such notice was posted. The notices shall be completed in duplicate and signed by the Employer's Representative. Any employee of Wadland Pharmacy in the location or region as the case may be where the vacancy or newly created position exists may apply for such job within the time limits specified above by affixing their signature to the job posting notice. Such signature shall be witnessed by an Employer representative and dated.**
- (b) After such notice has been posted for **seven (7) calendar days**, it shall be removed from the bulletin board.
- (c) If an employee is absent from work and during such absence a job posting is made, such employee will be considered an applicant provided he or a Union Steward acting as his agent and upon his request affixes the employee's name to the posting within the stipulated **seven (7) calendar days**.
- (d) The Employer shall, within **seven (7) calendar days** after the notice has been removed, post on the same bulletin board for at least **seven (7) calendar days** a notice indicating the name and length of seniority of the successful applicant. A copy of such notice shall be forwarded to the Union office.
- (e) Where a notice of vacancy or newly created position is posted, the following factors shall determine which employee shall fill the vacancy or newly created position:
 - (i) the ability and qualifications to perform the normal requirements of the position; and

- (ii) the bargaining unit region seniority ranking of the employees who have applied for the vacancy or newly created position.
 - (iii) Only those employees from the Pharmacy region in which the vacancy occurs or exists shall be eligible to apply for such jobs.
- (f) **Notwithstanding the above, if no employee in that location or region as the case may be applies for the vacancy, then it shall be posted in all regions for seven (7) days and the same factors as set out in Article 10.09 (e) (i) and (ii) shall determine which employee shall fill the vacancy or newly-created position.”**

ARTICLE 11 - HOURS OF WORK AND OVERTIME:

11.01 Full-time employees are expected to attend work in accordance with their schedule of hours. When unable to attend, the employees must notify the Pharmacist on duty at the location that they were scheduled to work as soon as possible, but in any event, at least two (2) hours prior to commencement of their scheduled shift of the employee, wherever possible giving the reasons why they are unable to attend. The Employer shall provide the employees with telephone numbers and the names of management representatives of whom to contact in the event of absenteeism or illness. Where an employee does not speak to the designated contacts, the employee will leave detailed contact information on where they can be reached.

11.02 The regular work week for all full-time employees hired prior to November 15th, 2001 shall consist of forty (40) hours per week, and shall be worked on the basis of five (5) days of eight (8) consecutive hours, Monday through Saturday.

The regular work week for all full-time employees hired after November 15th, 2001 shall consist of forty (40) hours per week and shall be worked on the basis of five (5) days of eight (8) consecutive hours Sunday through Saturday.

Notwithstanding the above, or Article 2.02 of this Agreement, full-time employees scheduled to work Sundays may receive thirty-eight (38) hours pay during the week in which Sunday is worked, if the Pharmacy is open less than eight (8) hours on the Sunday.

11.03 (a) Overtime at the rate of time and one half (1 ½) 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.

(b) **SUNDAY WORK**

Notwithstanding any other provision of this Collective Agreement, a premium of \$1.60 per hour shall be paid to an employee, hired prior to November 15th, 2001, for all hours worked on a Sunday while the Pharmacy is open for customer service. Sunday shall not be considered as a part of the regular work week. Notwithstanding any other provision of this Collective Agreement, no employee shall be scheduled to work on a Sunday unless by mutual agreement between the employee and the Employer and the Employer agrees that Sunday work is strictly voluntary.

Notwithstanding anything to the contrary as contained in the Master Your Independent Grocers Collective Agreement, employees hired in the Wadland Pharmacy bargaining unit after November 15th, 2001, shall not be entitled to the \$1.60 per hour Sunday Shift premium and they may be scheduled to work on a Sunday and such scheduled Sunday work shall not be voluntary.

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 (½) hour by mutual consent) meal period, scheduled as near as possible to the midpoint of each half shift and as near as possible to the midpoint of the daily shift.

11.05 The Employer shall post a schedule of hours for all employees by 3:00 p.m. on Thursday of each week for the coming week. Full-time employees will receive twenty-four (24) hours notice of any change in scheduled hours.

11.06 All mandatory meetings will be subject to three (3) hours pay at straight time subject to the Employer's right to provide alternative work for the balance of the three (3) hours where such meetings are less than three (3) hours duration.

ARTICLE 12 - PAID HOLIDAYS:

12.01 The following paid holidays shall be recognized as paid holidays:

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

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

(b) Employees who are off work on compensation, accident or illness shall receive paid holiday pay if they have worked within five (5) days of the paid holiday.

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

12.03 Should a paid holiday recognized in this Agreement fall during an employee's vacation, he shall receive one (1) additional day's pay at his regular wage rate or an additional day off with pay to be taken on a date that shall be mutually agreed upon by the employee and the Employer.

12.04 Employees hired prior to November 15th, 2001 and who are required to work on a paid holiday shall be paid at two (2) times their applicable hourly rate of pay for all hours worked on such paid holidays, in addition to the holiday pay.

Employees hired after November 15th, 2001 and who are required to work on a paid holiday shall be paid at time and a half (1½) times their applicable hourly rate of pay for all hours worked on such paid holiday.

12.05 Employees hired prior to June 17, 2006, will receive a "Floater Day" to be taken at a time mutually agreed between the employee and Employer(s). An employee request to take their floater day will be subject to the Employer(s)' need to maintain a sufficient work force at all times but otherwise will not be unreasonably denied.

ARTICLE 13 - VACATIONS:

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

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

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

13.04 Employees who have been continuously employed for more than ten (10) 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.

13.05 Employees who have been continuously employed for more than eighteen (18) years shall be entitled to five (5) weeks vacation with pay calculated at ten (10%) percent of their gross earnings of the previous calendar year.

13.06 The Employer agrees to make available an employee's vacation pay, paid separately, during the week prior to the employee going on vacation. It is understood the employee will only be entitled to payment for the amount of vacation time taken.

13.07 Vacation schedules shall be posted by the Employer not earlier than January 2nd of each year and remain posted until March 1st of such year. During such period, employees shall request their vacation time off to be taken. There shall be no changes to the vacation schedule after March 1st and employees shall then be entitled to take their vacation as scheduled. A copy of the completed vacation schedule shall be posted on the bulletin board not later than April 1st of each year. All vacation requests are subject to Manager/Owner approval.

13.08 (a) The vacation period shall be from January 1st to December 31st of each year.

(b) **An employee's vacation entitlement each year shall be determined on the basis of his full-time seniority date with the Employer(s) as at the end of the previous vacation year.**

(c) Vacations shall be scheduled by seniority for the first two (2) weeks of vacation entitlement only. **The remaining entitlement will be selected by seniority after the first two (2) weeks have been scheduled.**

(d) Employees who are entitled to three (3) or more weeks of vacation may take three (3) or more weeks' vacation consecutively only outside the months of June, July and August.

(e) Employees shall be entitled to take up to three (3) weeks of vacation entitlement during the months of June, July and August.

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

13.09 In the event an employee is off work and in receipt of Workplace Safety and Insurance or benefits under the Weekly Indemnity Insurance or the Long-Term Disability Insurance as referred to in Schedule "B" of this agreement, all such time off work shall for the purposes of calculating vacation pay, be deemed to be time worked at the employee's regular hourly rate of pay up to a maximum of twenty-six (26) weeks in any calendar year. This clause shall only apply in the year in which the employee suffered the accident or illness.

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.

ARTICLE 15 - GRIEVANCE AND ARBITRATION:

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

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

STEP ONE

Between the employee concerned, his Union Representative and the Manager.

The grievance must be filed within eighteen (18) **calendar** 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) **calendar** 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 shall contain the provision of the Agreement which has been allegedly violated. Notice of appeal shall be filed with the Manager within six (6) **calendar** days from the Manager's oral decision.

STEP TWO

Between the Employer, the employee concerned, a full-time Union Representative, along with a Union Steward, the Wadland Pharmacy Manager and/or a designated Representative shall participate in the discussions at this Step, and the discussions at this Step shall be held within seven (7) **calendar** 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) **calendar** days of the date of the meeting.

15.03 In the case of a dismissal, a grievance may be filed by an employee who feels he was unjustly dealt with. Such grievance must be filed within five (5) **calendar** 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 reinstate 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 grievance, if sustained, shall include the determination of the effective date of the increase with retro-activity thereto.

15.05 The Employer and the Union may file grievances commencing at Step Two. If an Arbitrator finds that the Employer or the Union has violated the Collective Agreement it shall have the power to award compensation to the Employer, the Union or any employee affected by the violation.

15.06 Any liability, financial or otherwise, of any individual Employer arising out of a violation of this Agreement shall be the sole and exclusive liability of such Employer and other Employers shall not be jointly or severally liable for such violations.

15.07 (a) Failing settlement under the foregoing procedure, such grievance may be submitted to Arbitration as hereinafter provided:

(b) The time limits as prescribed above may be modified by mutual agreement of the parties.

15.08 ARBITRATION

Should the grievance involve the misinterpretation or alleged violation of the Agreement, either party may be free to appeal to Arbitration from Step Two within thirty-one (31) days from the date the decision was given at Step Two. The party requesting Arbitration shall advise the other party of its desire to do so in writing and shall include the names of three (3) Arbitrators which the party would deem acceptable. The other party shall within one (1) week either agree in writing to the appointment of one of the three (3) Arbitrators or may submit in writing its own list of three (3) Arbitrators. Should the parties be unable to agree upon an Arbitrator, then the Minister of Labour of the Province of Ontario shall be requested to appoint an Arbitrator.

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

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

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

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

(c) Disciplinary warnings and/or reprimands which predate a disciplinary action by more than one (1) year shall not be adduced in evidence against any employee in any subsequent disciplinary proceedings in which the employee is involved, **except for proven incidences related to harassment and/or violence in the workplace.**

ARTICLE 16 - WAGES:

16.01 The full-time wage rates and progressions shall be as set out and attached hereto and forming part of this Collective Agreement.

16.02 Employees' pay shall be made available by noon on Thursday of each pay period for work performed in the previous pay period. An exception is when a paid holiday falls as defined in Article 12 whereby the pay will be made available by noon Friday.

ARTICLE 17 - HEALTH AND WELFARE:

17.01 HEALTH AND WELFARE

Effective no later than January 1, 2002, full-time employees shall join the U.F.C.W. Trusteed Benefit plan with Employer contributions of thirty-five (35¢) per hour and employee contributions of fifteen cents (.15¢) per hour. The Employer shall remit the above contributions to the Union as the Union may direct from time to time.

The following table sets out the Employer and Employee hourly Contributions:

Contributions	Date of Ratification (Aug. 4, 2011)	1 st Anniversary	2 nd Anniversary	3 rd Anniversary	4 th Anniversary
Employer	\$0.50	\$0.50	\$0.50	\$0.50	\$0.60
Employee	\$0.25	\$0.30	\$0.35	\$0.35	\$0.35

The Employer(s)' sole responsibility towards employee benefits is to make the contributions specified within this Collective Agreement. Benefit eligibility requirements and/or the benefits provided to employees are the exclusive jurisdiction of the trustees of the benefit plan and any changes are beyond the control and responsibility of the Employers.

17.02 Questions of eligibility requirements under the benefit plans are determined by the insurance company and are not arbitrable under the terms of the Collective Agreement.

17.03 SICK PAY

The Employer shall pay an employee fifty percent (50%) of their regular daily earnings for up to and including the first three (3) days of absence requiring an employee to be off work to a maximum of three (3) days per year. Should an employee require additional time off work due to illness, he shall then make an application for Short-Term disability in accordance with the procedure as set out in the disability income plan provided to full-time employees.

ARTICLE 18 - LEAVE OF ABSENCE:

18.01 Employees may request in writing for leaves of absence for legitimate reasons. The Employer will consider such request and may in its discretion grant such a request, having regard to the reason for the request, the duration of the absence and the needs of the business.

18.02 The Employer agrees that an employee appointed by the Union as a full-time representative shall be granted leave of absence not to exceed one (1) year without pay while serving in such capacity. Such persons shall continue to accumulate seniority while serving as Union Representatives and shall be entitled to return to the bargaining unit, should their services be terminated by the Union, with full accumulated seniority.

18.03 The Employer shall grant leave of absence without pay to employees required to attend Union Conferences and Conventions, subject to the conditions set out in 18.01.

18.04 MILITARY LEAVE

A leave of absence upon one (1) week of notice shall be granted to an employee for the purpose of allowing such employee to be provided with training in the Canadian Armed Forces, during peace time, not to exceed 120 days per year. During such leave of absence, the employee's seniority shall continue to accrue. In the event that such employee serves in war time, such employee shall be considered on a granted leave of absence until he is discharged from duty and he/she shall have 90 days to report back to work. Upon return to work, the employee shall be reinstated to their former classification, rate of pay and with an accumulation of seniority for all time spent on such leave of absence.

ARTICLE 19 - JURY DUTY:

19.01 An employee who is called for jury duty or who is required to attend at court in any matter arising out of his employment, or who is subpoenaed by the Crown to appear in court as a witness, will receive for each day of necessary absence on that account, 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 20 - CO-OPERATION:

- 20.01 (a) The Union shall be notified in writing of all Employer Rules and Regulations covering those employees covered by this Agreement.
- (b) The Union agrees to co-operated with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the store and in caring for equipment and machinery.

ARTICLE 21 - WEARING APPAREL:

21.01 In the event the Employer requires employees to wear a uniform, the Employer shall supply such uniforms at no cost to the employees. A uniform shall be considered as any piece of clothing that the Employer requires an employee to wear.

Notwithstanding the above, the Employer shall be responsible for the cleaning of the Pharmacy Department employees' smocks, lab coats, scrubs, and similar articles of clothing as may be required.

ARTICLE 22 - PART-TIME HELP:

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

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

ARTICLE 23 - NO STRIKE, NO LOCK OUT:

23.01 There will be no strike or lock out during the term of this Agreement. The Employer have the exclusive right to determine what merchandise will be carried in its store(s) 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 24 - BEREAVEMENT LEAVE:

- 24.01 (a) Should a bereavement occur in an employee's immediate family (mother, father, son, daughter, spouse, brother, sister, **step children, step brother and step sister**) the employee shall be granted such time off from work with pay as is reasonable under the circumstances up to a maximum of **five (5)** consecutive days if scheduled. The funeral or the day of the death must be one of the above consecutive days.
- (b) Should a bereavement occur in an employee's not so immediate family (step-parent, parent-in-law, 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) consecutive days if scheduled. The funeral or the day of the death must be one of the above consecutive days.
- (c) **Should a death occur in the winter and interment is postponed, employees may defer one (1) day of their bereavement entitlement to the date of the actual burial.**

ARTICLE 25 - FIRST AID KITS:

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

ARTICLE 26 - RETRO-ACTIVITY:

26.01 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 27 - REGIONS OF WADLAND PHARMACY LIMITED BARGAINING UNIT:

27.01 For the purposes of this Appendix covering the employees of Wadland Pharmacy, wherever the word "**REGION**" is used, it shall mean, and regions shall consist as follows:

REGION #1 All employees of WADLAND PHARMACY employed in THE GREATER CITY OF SUDBURY (including the Town of Espanola) save and except PHARMACIST/MANAGER and persons above the rank of PHARMACIST/MANAGER, **REGULATED** PHARMACY TECHNICIANS, and **PHARMACIST INTERNS**.

REGION #2 All employees of WADLAND PHARMACY employed in the CITY OF TIMMINS save and except PHARMACIST/MANAGER and persons above the rank of PHARMACIST/MANAGER, **REGULATED** PHARMACY TECHNICIANS, and **PHARMACIST INTERNS**.

REGION #3 All employees of WADLAND PHARMACY employed in the TOWN OF KIRKLAND LAKE save and except PHARMACIST/MANAGER and persons above the rank of PHARMACIST/MANAGER, **REGULATED** PHARMACY TECHNICIANS, and **PHARMACIST INTERNS**.

REGION #4 All employees of WADLAND PHARMACY employed in the TOWNS OF BRACEBRIDGE AND GRAVENHURST save and except PHARMACIST/MANAGER and persons above the rank of PHARMACIST/MANAGER, **REGULATED PHARMACY TECHNICIANS, and PHARMACIST INTERNS.**

All of which shall constitute one single multi-location bargaining unit for the purposes of the *Ontario Labour Relations Act*.

ARTICLE 28 - CONTRACT NEGOTIATIONS - WADLAND PHARMACY LIMITED:

28.01 The parties hereto agree that the employees of the Wadland Pharmacy Limited bargaining unit employed in regions 1, 2, 3, and 4 shall be a part of the Master Your Independent Grocers contract negotiations and for contract ratification purposes, they shall vote in the overall contract ratification vote, and they shall be subject to the results of such contract ratification vote in the same fashion as the employees of the Your Independent Grocers.

28.02 The parties hereto agree that in the event that there is a strike by the employees covered under the Master Your Independent Grocers Collective Agreement, including the employees of Wadland Pharmacy, who are covered by the same Collective Agreement, including those that work or may work at Battistelli's Your Independent Grocer, **Real Canadian Superstore**, Chartrand's Your Independent Grocer, Winkel's Your Independent Grocer, or **Dailey's Your Independent Grocer**, shall not picket at any of the Battistelli's Your Independent Grocer, **Real Canadian Superstore**, Chartrand's Your Independent Grocer, Winkel's Your Independent Grocer, **Dailey's Your Independent Grocer**, or Pettenuzzo's Your Independent Grocer.

In the event that there is a strike at:

- (a) **Real Canadian Superstore** (Sudbury, Ontario)
- (b) Battistelli's Your Independent Grocer (Walden, Ontario)
- (c) Chartrand's Your Independent Grocer (Chelmsford, Ontario)
- (d) Winkel's Your Independent Grocer (Espanola, Ontario)
- (e) **Dailey's Your Independent Grocer** (Timmins, Ontario)
- (f) Terry's Your Independent Grocer (Gravenhurst, Ontario)
- (g) Gagnon's Your Independent Grocer (Bracebridge, Ontario)
- (h) Pettenuzzo's Your Independent Grocer (Kirkland Lake, Ontario)

Pharmacy employees working in a Sudbury region Your Independent Grocer store not covered by the Master YIG Agreement which is affected by a strike/lockout will be allowed to exercise their bargaining unit seniority to bump (transfer) to another Wadland Pharmacy location in the Sudbury region where there is no strike/lockout.

Such employees in the bargaining unit location covering the Greater City of Sudbury will be allowed to exercise their bargaining unit seniority to bump (transfer) to another Your Independent Grocer Store Wadland Pharmacy location in the City of Greater Sudbury where there is no strike.

It is understood that employees of Wadland Pharmacy may as a result of the above be subject to layoff.

The parties hereto agree that the employees of the Wadland Pharmacy(s) bargaining unit location in the City of Greater Sudbury, the City of Timmins, and the Towns of Kirkland Lake, Espanola, Bracebridge, and Gravenhurst shall be a part of the Master Your Independent Grocers contract negotiations and for contract ratification purposes, they shall vote in the overall contract ratification vote, and they shall be subject to the results of such contract ratification vote in the same fashion as the employees of the Master Your Independent Grocers, ie: Lasalle Y.I.G., Neil's's Y.I.G., Dumas' Y.I.G., Gagnon's Y.I.G., Terry's Y.I.G.

ARTICLE 29 - PROHIBITED WORK:

29.01 The parties hereto agree that no employee of a Your Independent Grocer store shall be allowed to perform any work normally performed by members of the Wadland Pharmacy bargaining unit. Wadland Pharmacy employees shall not perform any work normally performed by members employed in the Your Independent Grocery stores.

ARTICLE 30 - TERM OF AGREEMENT:

- 30.01 (a) This Agreement shall come into force and effect on the **4th day of August, 2011**, and shall continue to the **3rd day of August, 2016**, and shall thereafter be automatically renewed for the period of three (3) years unless either party, on written notice to the other, within a period of not more than ninety (90) days before the expiry date serves notice of intent to terminate or modify the Agreement.
- (b) In the event either party serves notice of a desire to negotiate changes into this Agreement as above set out, it is agreed that the Employer and the Union, without undue delay, shall begin negotiations on the proposed changes.
- (c) Pending the results of negotiations, neither party shall change the conditions existing under this Agreement.

DATED AT SUDBURY, ONTARIO this 9th day of June , 20 12 .

**SIGNED FOR AND ON
BEHALF OF THE EMPLOYER:**

TERRY McARTHUR
Sr. Director, Labour Relations
Loblaw Companies Limited

**SIGNED FOR AND ON
BEHALF OF THE UNION:**

KERRY HOULE
Bargaining Committee Representative

LYNN VALENTINO
Bargaining Committee Representative

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

APPENDIX "A"

FORMING A PART OF THIS COLLECTIVE AGREEMENT

ARTICLE 1 - RECOGNITION:

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

ARTICLE 2 - SENIORITY:

2.01 Upon completion of ninety (90) days worked, employees covered by this Appendix shall be deemed to have served their probationary period and then shall be placed on the seniority list of part-time employees and their seniority shall date back to the first day they commenced work for the Employer.

2.02 (a) Seniority shall only be acquired and exercised on an overall bargaining unit region basis. Lay offs and re-employment shall be based on region seniority. The seniority rights of an employee shall be terminated after twelve (12) months following lay off due to lack of work. **In the event of an opening occurring in the full-time staff employees covered under this Appendix shall receive preference for such full-time position in accordance with article 10.09 of the main body of the agreement provided they have the necessary seniority, ability and qualifications to perform the normal requirements of the position.**

(b) Part-time employees are expected to attend work in accordance with their schedule of hours. When unable to attend, the employees must notify the Pharmacist on duty at the location that they were scheduled to work as soon as possible but in any event, at least two (2) hours prior to commencement of the scheduled shift of the employee, wherever possible, giving the reasons why they are unable to attend. The Employer shall provide the employees with telephone numbers and the names of management representatives of whom to contact in the event of absenteeism or illness.

(c) Part-time students who quit their employment to attend a Post-Secondary Institution shall be given first priority for re-hire upon completion of their school term. If re-hired, the Employer shall provide their former rate of pay that they earned at the time they had quit to attend school.

2.03 (a) Hours of work, **up to and including twenty-eight (28) hours**, shall be allotted according to bargaining unit seniority by store, providing the senior employee(s) has the necessary skill and ability and knowledge to perform the work and is available.

(b) Hours worked in excess of twenty-eight (28) hours per week, including call-ins, shall be offered by seniority in the store once all part-time employees have reached twenty-eight (28) hours per week. In the event no one in the store is available, other employees from within the region may be called.

(c) Employees may decline any call-in shifts that may be offered.

(d) In addition to that which is set out above in Section 2.03, any employee who believes the above intent or call in's for additional hours are not being fairly administered by the Employer, before the filing of a grievance by the employee, the Union and a representative of Wadland Pharmacy shall meet as soon as possible to examine the situation and use their best efforts to resolve such matter.

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

- (i) when full-time employees are absent;
- (ii) to cover off for vacations;
- (iii) from December 1st to January 1st;
- (iv) during promotional periods where a major increase in business is anticipated;
- (v) during the period from May 15th to September 15th;
- (vi) 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;
- (vii) during the six (6) working days immediately preceding a statutory holiday;
- (viii) two (2) weeks for training purposes;
- (ix) if there is an industry shortage of pharmacy employees and the Employer is actively recruiting subject to Appendix "A", Article 2.03 (a).**

It is agreed between the parties that hours worked in accordance with Article and the above-noted exceptions provide therein shall not under and circumstances be used or applied to satisfy the requirement of Article 2.05

2.05 In the event a part-time employee temporarily works forty (40) hours per week in excess of sixteen (16) consecutive weeks, excluding those hours worked in accordance with Article 2.04 and further, excluding any replacing of a full-time employee who may be off on WSIB or disability, a part-time employee shall reclassified to full-time service.

2.06 Full-time employees who become part-time employees shall carry their full seniority to the part-time seniority region list.

2.07 A part-time employee who is hired full-time shall be credited with fifty (50%) percent of his part-time bargaining unit seniority up to a maximum of one (1) year for the purposes of bargaining unit seniority.

ARTICLE 3 - UNION SECURITY:

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

ARTICLE 4 - FUNCTIONS OF MANAGEMENT:

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

ARTICLE 5 - DISCHARGE AND DISCIPLINE:

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

ARTICLE 6 - DISCRIMINATION:

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

ARTICLE 7 - UNION PRIVILEGES:

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

ARTICLE 8 - HOURS OF WORK:

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

- 8.02 (a) If a part-time employee is ordered or scheduled to report for work and no work is available, students shall receive three (3) hours' pay, non-students shall receive four (4) hours' pay.
- (b) A part-time employee shall be guaranteed four (4) hours on each call in or scheduled shift unless there is less than four (4) hours available from the time the employee reports to the time the store closes, in which case the employee may refuse the work.

ARTICLE 9 - OVERTIME:

9.01 The provisions of Article 11 except 11.04 of this Agreement will apply.

ARTICLE 10 - PAID HOLIDAYS:

10.01 The provisions contained in Article 12 of this Agreement shall apply to all employees covered by this Appendix.

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

ARTICLE 11 - VACATIONS:

- 11.01 (a) Part-time employees shall receive vacation pay based on four (4%) percent of their gross earnings for the previous year.
- (b) Employees who have been continuously employed for more than ten (10) years as of January 1st of the current years shall receive vacation pay based on six (6) percent of their gross earnings during the previous calendar year.
- (c) Such vacation pay shall be issued by separate cheque and shall be paid not later than September 1st of each year.

ARTICLE 12 - WORKERS' COMPENSATION:

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

ARTICLE 13 - GRIEVANCE AND ARBITRATION:

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

ARTICLE 14 - WAGES:

14.01 The Wadland Pharmacy wage rates and progressions shall be as set out in this Wadland Pharmacy Appendix "A" attached hereto and forming part of this Agreement.

ARTICLE 15 - REST PERIODS:

15.01 Employees covered by this Appendix shall be entitled to one (1) fifteen (15) minute paid rest period for each four (4) hour period worked. Each rest period shall be scheduled as near as possible to the mid-point of each one half (½) shift. **Employees working beyond five (5) hours shall be entitled to an additional fifteen (15) minute unpaid break.** Employees working eight (8) hours shall be entitled to an unpaid lunch period of one (1) hour or a one half (½) hours, as may be mutually agreed, between the employee and the Employer in accordance with the *Employment Standards Act*.

ARTICLE 16 - WORKING CONDITIONS:

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

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

ARTICLE 17 - BEREAVEMENT LEAVE:

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

ARTICLE 18 - NO STRIKE, NO LOCK OUT:

18.01 The provisions contained in Article 23 of this Agreement affect all employees covered by this Appendix.

ARTICLE 19 - WEARING APPAREL:

19.01 In the event the Employer requires employees to wear a uniform, the Employer shall supply such uniforms at no cost to the employees. A uniform shall be considered as any piece of clothing that the Employer requires an employee to wear.

Notwithstanding the above, the Employer shall be responsible for the cleaning of the Pharmacy Department employees' smocks, lab coats, scrubs, and similar articles of clothing as may be required.

ARTICLE 20 - PART-TIME BENEFITS:

20.01 HEALTH AND WELFARE

Effective no later than January 1, 2002, part-time employees shall join the U.F.C.W. Trusteed Benefit Plan with Employer contributions of thirty-five cents (35¢) per hour and employee contributions of fifteen cents (15¢) per hour. The Employer shall remit the above contributions to the Union as the Union may direct from time to time.

Effective January 31, 2010, the Employer(s) will increase their contributions to the benefit trust plan to fifty (50) cents per hour and the employee contributions will increase to twenty (20) cents per hour.

The Employer(s)' sole responsibility towards employee benefits is to make the contributions specified within this Collective Agreement. Benefit eligibility requirements and/or benefits provided to employees are the exclusive jurisdiction of the trustees of the benefit plan and any changes are beyond the control and responsibility of the Employers.

ARTICLE 21 - GENERAL:

21.01 The following Articles and/or Sections of the main body of this Collective Agreement shall apply in all respects to those part-time employees covered by Appendix "A."

1.01	10.05 (g)	20.01 (b)
2.01 (a)	10.09 (a)	22.01
2.01 (b)	10.09 (b)	22.02
7.01	10.09 (c)	25.01
7.02	10.09 (d)	26.01
9.01	10.09 (e)	27.01 #1
9.02	16.02	27.01 #2
9.03	17.01	27.01 #3
10.03	17.02	27.01 #4
10.05 (a)	17.03	27.01 #5
10.05 (b)	18.01	28.01
10.05 (c)	18.02	28.02
10.05 (d)	18.03	29.01
10.05 (e)	18.04	30.01 (a)
10.05 (f)	20.01 (a)	30.01 (b)
		30.01 (c)

APPENDIX "B"

**FORMING A PART OF THIS COLLECTIVE AGREEMENT
WAGES, CLASSIFICATIONS AND PROGRESSIONS FOR:
FULL-TIME EMPLOYEES**

B-1 Full-time Pharmacy Assistants will be paid in accordance with the below minimum hourly rates of pay:

	Date of Ratification (Aug. 4, 2011)	1 st Anniversary	2 nd Anniversary	3 rd Anniversary	4 th Anniversary
Start Rate	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
6 Months	\$13.85	\$13.85	\$13.85	\$13.85	\$13.85
12 Months	\$14.70	\$14.70	\$14.70	\$14.70	\$14.70
18 Months	\$15.55	\$15.55	\$15.55	\$15.55	\$15.55
24 Months	\$16.40	\$16.40	\$16.40	\$16.40	\$16.40
30 Months	\$17.25	\$17.25	\$17.25	\$17.25	\$17.25
36 Months	\$18.10	\$18.35	\$18.60	\$18.85	\$19.10

B-2 Part-time Pharmacy Assistants will be paid in accordance with the below minimum hourly rates of pay:

Hours Worked	Date of Ratification (Aug. 4, 2011)	1 st Anniversary	2 nd Anniversary	3 rd Anniversary	4 th Anniversary
0 – 650	\$11.25	\$11.25	\$11.25	\$11.25	\$11.25
651 to 1300	\$11.55	\$11.55	\$11.55	\$11.55	\$11.55
1301 to 1950	\$11.85	\$11.85	\$11.85	\$11.85	\$11.85
1951 to 2600	\$12.15	\$12.15	\$12.15	\$12.15	\$12.15
2601 to 3250	\$12.45	\$12.45	\$12.45	\$12.45	\$12.45
3251 to 3900	\$12.75	\$12.75	\$12.75	\$12.75	\$12.75
3901 to 4550	\$13.05	\$13.05	\$13.05	\$13.05	\$13.05
4551 to 5200	\$13.35	\$13.35	\$13.35	\$13.35	\$13.35
5201 to 5850	\$13.65	\$13.65	\$13.65	\$13.65	\$13.65
5851 to 6500	\$13.95	\$13.95	\$13.95	\$13.95	\$13.95
6501 +	\$14.30	\$14.55	\$14.80	\$15.05	\$15.30

In the event the Employer chooses to pay a new Part-time Pharmacy Assistant more than the starting rate based on qualifications and/or experience, such employee shall (for the purpose of wage progression only) receive increases in accordance with the wage progression and be deemed to have the appropriate hours. (For example, an employee hired at the 1301 hour rate shall progress to the 1951 hour rate, after having completed 650 hours of work and so on). In this circumstance the Employer agrees that

existing part-time Pharmacy Assistants with the identical qualifications and/or experience in the same pharmacy location shall not be paid at a lesser rate of pay.

- B-3 Full-time Pharmacy Clerks will be paid in accordance with the wage progression contained in Appendix “C”, C-5. For employees hired or promoted to the Full-time Pharmacy Clerk after date of ratification (August 4, 2011), the end rate shall be the 30 month rate.**
- B-4 Part-time Pharmacy Clerks will be paid in accordance with the wage progression contained in Appendix “G”, G-1.**
- B-5 All employees shall be placed on their respective wage progressions in accordance with their accumulated hours of work or months of completed service retroactive to January 31, 2011. Retroactivity shall be to a maximum of \$0.30 per hour worked.**
- B-6 Notwithstanding the wage progression above for all employees, where there is an increase in the Ontario minimum wage it shall become the new start rate and those employees so affected shall remain at such rate until their hours worked with the Employer(s) would permit them an increase in their rate of pay in accordance with the wage progression.**

APPENDIX "C"

FORMING A PART OF THIS COLLECTIVE AGREEMENT

PHARMACY ASSISTANTS AND PHARMACY CLERKS

- 1. 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.**
- 2. 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".**
- 3. 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 Employer 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 Appendix "B" (B-1, B-2, B-3 and B-4).**
- 4. 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. Pharmacy Clerks shall be paid in accordance with Appendix "B" (B-5).**
- 5. 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.**
- 6. 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 Assistants will continue to be classified and paid as Pharmacy Assistants.**
- 7. The Company agrees to the following related to the implementation of the Standardized Pharmacy Assessment for existing employees as of the date of ratification:**
 - (a) Implementation shall not occur prior to one (1) year from the date of ratification;**

- (b) In the event that a current Pharmacy Assistant is unable to pass the Standardized Pharmacy Assessment, such individual will be reclassified as a Pharmacy Clerk however shall be red-circled at their existing rate of pay until such time as their rate of pay is in accordance with the Pharmacy Clerk wage grid at which point they will progress on that grid.**
- (c) Employees unable to pass the assessment shall be provided with a second opportunity within six (6) months of the initial test;**
- (d) Should the Company decide that re-assessments are required they shall be at intervals of not less than two (2) years.**

LETTER OF AGREEMENT #1

April 10, 2001

Mr. Derik J. McArthur
President, Northern Joint Council
-and- Canadian Director, R.W.D.S.U.
230 Regent Street
Sudbury, ON P3C 4C5

Dear Mr. McArthur:

The parties agree that the Employer may lease space within its stores' perimeters to third party businesses provided that the Employer does not contract in part of its existing business to those businesses. The Union agrees that, as long as the Employer does not contract in part of its existing business to those third party businesses, the employees of those third party businesses will not be covered by the Collective Agreement. Any arrangements beyond the above, then the parties agree to meet to discuss with a view to reaching a mutually agreeable solution.

Yours very truly,

Employer

DATED AT SUDBURY, ONTARIO this 9th day of June, 20 12.

**SIGNED FOR AND ON
BEHALF OF THE EMPLOYER:**

**SIGNED FOR AND ON
BEHALF OF THE UNION:**

TERRY McARTHUR
Sr. Director, Labour Relations
Loblaw Companies Limited

DERIK J. McARTHUR
President, Northern Joint Council
-and- Canadian Director, RWDSU/UFCW

LETTER OF AGREEMENT #2

BETWEEN: **WADLAND PHARMACY LIMITED**
c.o.b. as THE DRUG STORE PHARMACY
(hereinafter called "the **Employer**")

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

This Letter of Agreement shall in every respect form a part of the Collective Agreement.

The parties agree that the normal retirement age of full time employees is sixty-five (65) years of age, at which time, the employee may transfer to part time employment. An employee's full time or part time benefits may be terminated, or if applicable, be changed to part time benefits, in accordance with the terms of the benefit plan in effect in the workplace.

DATED AT SUDBURY, ONTARIO this 9th day of June , 20 12 .

SIGNED FOR AND ON
BEHALF OF THE EMPLOYER:

SIGNED FOR AND ON
BEHALF OF THE UNION:

TERRY McARTHUR
Sr. Director, Labour Relations
Loblaw Companies Limited

DERIK J. McARTHUR
President, Northern Joint Council
-and- Canadian Director, RWDSU/UFCW

LETTER OF AGREEMENT #3

BETWEEN: **WADLAND PHARMACY LIMITED**
c.o.b. as THE DRUG STORE PHARMACY
(hereinafter called "the **Employer**")

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

RE: **OCCASIONAL EMPLOYEES**

This Letter of Agreement shall in every respect form a part of the Collective Agreement.

Occasional employees are those employees who are scheduled to work at least one (1) shift per month but are scheduled to work less than sixteen (16) hours per month. Occasional employees shall be deemed to maintain one day less seniority than the most junior employee in their seniority region. Notwithstanding any other provision in the Collective Agreement, occasional employees may receive call-ins to their work location once all other employees within the location have received or been offered twenty-eight (28) hours but in advance of other employees within the region.

Following ratification all employees that might at that time meet the criteria to be considered occasional employees will have one month to declare whether they wish to be considered occasional or whether they wish to work a minimum of sixteen (16) hours per month. This sixteen (16) hour reference shall not be construed as a guarantee of hours.

DATED AT SUDBURY, ONTARIO this 9th day of June , 20 12 .

SIGNED FOR AND ON
BEHALF OF THE EMPLOYER:

SIGNED FOR AND ON
BEHALF OF THE UNION:

TERRY McARTHUR
Sr. Director, Labour Relations
Loblaw Companies Limited

DERIK J. McARTHUR
President, Northern Joint Council
-and- Canadian Director, RWDSU/UFCW

LETTER OF AGREEMENT #4

**BETWEEN: WADLAND PHARMACY LIMITED
c.o.b. as THE DRUG STORE PHARMACY
(hereinafter called "the Employer")**

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

RE: JOINT LABOUR MANAGEMENT MEETING

**This Letter of Agreement shall in every respect form a part of the
Collective Agreement.**

**The parties agree to conduct a joint labour management meeting
within four (4) months of the date of ratification of the agreement.**

DATED AT SUDBURY, ONTARIO this 9th day of June , 20 12 .

**SIGNED FOR AND ON
BEHALF OF THE EMPLOYER:**

**SIGNED FOR AND ON
BEHALF OF THE UNION:**

TERRY McARTHUR
Sr. Director, Labour Relations
Loblaw Companies Limited

DERIK J. McARTHUR
President, Northern Joint Council
-and- Canadian Director, RWDSU/UFCW

LETTER OF AGREEMENT #5

BETWEEN: **WADLAND PHARMACY LIMITED**
c.o.b. as THE DRUG STORE PHARMACY
(hereinafter called "the Employer")

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

RE: **TEMPORARY REPLACEMENT**

This Letter of Agreement shall in every respect form a part of the Collective Agreement.

The Employer confirms its commitment to continue its practice with respect to replacing full-time employees on maternity leave.

Where the Employer decides to replace other temporary vacancies on a case by case basis, the Employer will be consistent with its previous practice.

DATED AT SUDBURY, ONTARIO this 9th day of June , 20 12 .

SIGNED FOR AND ON
BEHALF OF THE EMPLOYER:

SIGNED FOR AND ON
BEHALF OF THE UNION:

TERRY McARTHUR
Sr. Director, Labour Relations
Loblaw Companies Limited

DERIK J. McARTHUR
President, Northern Joint Council
-and- Canadian Director, RWDSU/UFCW

MASTER COLLECTIVE AGREEMENT

BETWEEN

**NEIL'S INDEPENDENT GROCER
VRAB'S INDEPENDENT GROCER
DUMAS' INDEPENDENT GROCER
GAGNON'S INDEPENDENT GROCER
TERRY'S INDEPENDENT GROCER
NATIONAL GROCERS CO. LTD.**

AND

**WADLAND PHARMACY LIMITED
c.o.b. as THE DRUG STORE PHARMACY**

AND

**NORTHERN JOINT COUNCIL
- of the -
RETAIL, WHOLESALE AND DEPARTMENT
STORE UNION, DISTRICT COUNCIL**

- of the -

United Food and Commercial Workers International Union



YOUR INDEPENDENT GROCER - MASTER

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