

COLLECTIVE LABOUR AGREEMENT

BETWEEN

BAKERS, CONFECTIONERY & TOBACCO WORKERS' AND
GRAIN MILLERS INTERNATIONAL UNION LOCAL 406
(HEREINAFTER CALLED THE "UNION")

AND

NATIONAL GROCERS CO. LTD.
(HEREINAFTER CALLED THE "COMPANY")

INDEX

ARTICLE 1 - OBJECTIVES OF THIS AGREEMENT	3
ARTICLE 2 -MANAGEMENT RIGHTS	3
ARTICLE 3 - RECOGNITION.....	3
ARTICLE 4 - MUTUAL RIGHTS AND BENEFITS.....	3
ARTICLE 5 - UNION RECOGNITION	4
ARTICLE 6 - UNION STEWARDS	4
ARTICLE 7 - GRIEVANCE PROCEDURE	5
ARTICLE 8 - ARBITRATION	6
ARTICLE 9 - DISCIPLINE AND DISCHARGE OF EMPLOYEES.....	6
ARTICLE 10 - SENIORITY	7
ARTICLE 11 – JOB POSTINGS.....	9
ARTICLE 12 – MISCELLANEOUS PROVISIONS.....	10
ARTICLE 13 – LEAVE OF ABSENCE AND TIME OFF	11
ARTICLE 14 – LUNCH PERIOD AND REST BREAKS	12
ARTICLE 15 – BENEFITS AND PENSION	12
ARTICLE 16 – HOURS OF WORK.....	12
ARTICLE 17 - OVERTIME	13
ARTICLE 18 – PAID HOLIDAYS	14
ARTICLE 19 – PAID VACATION.....	15
ARTICLE 20 – WAGE RATES.....	16
ARTICLE 21 - TRANSPORT.....	18
ARTICLE 22 – USE OF PART-TIME	20
ARTICLE 23 – TERM OF AGREEMENT.....	20
SIGNING PAGE.....	21
LETTER OF UNDERSTANDING # 1.....	22
LETTER OF UNDERSTANDING # 2.....	23
LETTER OF UNDERSTANDING # 3.....	24
LETTER OF UNDERSTANDING # 4.....	25
LETTER OF UNDERSTANDING # 5.....	26
LETTER OF UNDERSTANDING # 6.....	27

ARTICLE 1 - OBJECTS OF THIS AGREEMENT

- 1.01 The intent and purpose of this Agreement is to promote and improve industrial and economic relations in the industry, to establish and maintain a high degree of discipline and efficiency, and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.
- 1.02 The parties hereto desire to cooperate in establishing and maintaining proper and suitable conditions in the industry which will tend to secure equitable terms of employment satisfactory to the employer and employees, to provide methods of fair and peaceful adjustments of all disputes which may arise between them and foster goodwill, friendly relations and understanding between the parties.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union agrees that the management of the Company including the right to plan, direct and control the operations, to direct the working forces, to discipline, to discharge employees for just cause, to hire, suspend, transfer and layoff employees and those matters requiring judgement as to the competency of employees are the sole responsibility and function of the Company. Without restricting the generality of the foregoing, and in addition thereto, the Union agrees that the Company has the right to study or introduce new or improved production methods or facilities and the right to establish and maintain reasonable rules and regulations covering the operation.
- 2.02 The foregoing enumeration of management's rights shall not be deemed to exclude other recognized function of management which shall not be limited except as specifically provided by the terms of this Agreement.

ARTICLE 3- RECOGNITION

- 3.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all full time and regular part time employees involved in receiving, shipping, warehousing, transport and transport maintenance at the distribution centre of Atlantic Wholesalers Ltd. at 100, 120 and 140 Baig Boulevard, Moncton, New Brunswick save and except foreman/supervisor and those above the rank of foreman/supervisor, office staff, temporary/casual employees and those persons excluded by the Industrial Relations Act.

ARTICLE 4 - MUTUAL RIGHTS AND BENEFITS

- 4.01 No employee shall be asked or permitted to make any verbal or written contract which may limit, alter, modify or conflict with the stipulations of this Agreement.
- 4.02 There shall be no lockout by the Employer and no strike by the Union during the term of this Agreement.
- 4.03 Where the word "Company" and/or "Employer" appears it shall mean National Grocers, located at 100, 120 and 140 Baig Boulevard, Moncton, New Brunswick.
- 4.04 Where the word "Union" appears it shall mean the Bakery, Confectionery and Tobacco Workers and Grain Millers International Union, Local 406.

ARTICLE 5 - UNION RECOGNITION

- 5.01 Every employee who is a member of the Union on the date of the execution of this Agreement shall maintain their membership in the Union during the term of the Agreement as a condition of continued employment with the employer.
- 5.02 a) Every employee whose employment commences on or after the date of the execution of this agreement shall after working 400 hours or 50 shifts (excluding modified hours or "ease back" hours), whichever comes first, following the commencement of their employment become a member of the Union and shall maintain their membership in the Union during the term of this agreement as a condition of continued employment with the employer. The employer agrees to deduct Union dues for each week of employment of all employees in the bargaining unit. The Union agrees to hold the Company harmless.
- b) Part time employees shall be covered only as specifically outlined in this Collective Agreement.
- 5.03 The employer further agrees to remit the amounts deducted to the treasurer of the union before the 10th day of each and every month by cheque made payable to the union.
- 5.04 The employer shall notify the Union office and Chief Steward when any new employee is hired. This will be done in conjunction with the filing of employment papers to the employers' Head Office payroll department.
- 5.05 Recognized representatives of the Union, not employed by the Company, may be granted permission to visit the plant during working hours to interview members of the Union Committee, or Shop Stewards. Permission must first be obtained from the General Manager, or their designate, and will only be granted on the understanding that it will not impact the efficiency of the operation.
- 5.06 Two (2) Union bulletin boards will be made available by the Company for the posting of Union notices. All notices shall be submitted to the General Manager or their designate for approval before posting.

ARTICLE 6 - UNION STEWARDS

- 6.01 The Union shall have the right to appoint or elect up to four (4) stewards. There will also be alternate stewards to serve as replacements when the steward is not at work.
- 6.02 An employee will not be eligible to act as a Steward until after they have completed the probationary period.
- 6.03 Stewards and such other Union officers, as may be appointed or elected from among employees of the Company, will not leave their regular duties for the purpose of conducting any business on behalf of the Union or employees without first receiving permission from immediate Supervisor or their designate. Such permission will not be unreasonably withheld. In consideration of such employees observing the terms of this section, they will be paid for time spent in meetings with the Company during regular working hours.

- 6.04 Shop Stewards shall be entitled to time off scheduled work days with pay and without loss of seniority to attend the Union's Shop Stewards education program held each year to a maximum of two (2) days, which promotes labour-management relations. The Company agrees to contribute one thousand (\$1000.00) dollars per year of the collective agreement towards the cost of such program."

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 Part time employees shall be covered under Article 7:

Step 1: If an employee has a grievance concerning any matter within the terms of this Agreement they and/or their Steward will take the matter up orally with their immediate Supervisor. The Supervisor will give their reply within one (1) working day.

- 7.02 Step 2: i) If the reply of the Supervisor is not satisfactory to the grievor, the grievance will be stated in writing and dated, and will be submitted to the General Manager or their designate within five (5) working days after the date of the reply at Step 1.

ii) The General Manager or their designate and such others persons as may be called in by the Company, will meet with the Union Committee to discuss the grievance. At this meeting a full-time officer of the Union may be present. The General Manager or their designate will give a written reply to the grievance within three (3) working days after the meeting with the Union Committee.

- 7.03 Any of the time allowances provided above may be extended by mutual agreement.

- 7.04 The Company may refuse to consider any grievance, the alleged circumstances of which arose more than ten (10) days before it was presented at Step 1.

- 7.05 If a grievance is not settled to the satisfaction of the employee concerned, it may, within ten (10) days following the reply at Step 2, be referred to arbitration.

- 7.06 Wherever the Company has a complaint that the Union or any of its members have violated the provisions of this Agreement or a complaint with respect to the conduct of any Union official acting pursuant to this Agreement, such matter may be taken up by the Company as a grievance in the following manner. The Company shall submit the grievance to the Union by letter or at a meeting called at the request of the Company for the purpose of considering the matter. Any meeting called for the purpose shall consist of three (3) representatives selected by each party, unless a different number is mutually agreed upon. Unless the grievance is resolved by a satisfactory settlement within five (5) working days from the date of the delivery of the letter or the holding of the meeting mentioned above, either party may require that the matter be referred to a Board of Arbitration which shall be constituted and shall act in accordance with the provisions Section 8.02 to Section 8.06 of this agreement.

- 7.07 In the event the Parties cannot reach a settlement following Step 2, either the Company or the Union may request mediation services from the ministry of labour, provided there is mutual agreement between the Parties. It is understood that engaging in mediation services does not preclude either Party from filing for Arbitration.

ARTICLE 8 - ARBITRATION

8.01 Part time employees shall be covered under Article 8:

- a) When either party requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement, and at the same time shall nominate an arbitrator. Within five (5) working days thereafter, the other party shall appoint an arbitrator. The two arbitrators shall attempt to select a Chairman and, if they are unable to do so within a period of five (5) days, they will then request the Minister of Labour for the Province of New Brunswick to assist them in selecting a Chairman.
- b) Should either party fail to name their representative on the said Board within the prescribed time, the other party shall apply to the Minister of Labour who shall appoint the said member to act on behalf of that party.
- c) The parties may mutually agree to a single arbitrator.

8.02 No person may be appointed as an arbitrator who has been involved in an attempt to settle the grievance, or who is an employee of either the Union or the Company.

8.03 Each of the parties will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expenses of the Chairman of the Arbitration Board.

8.04 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

8.05 Neither the arbitrators nor the Arbitration Board will be authorized to make any decision inconsistent with the provisions of this Agreement, nor will they alter, modify or amend any part of its provisions. A majority decision will be final and binding upon the Company and the Union, but, if no majority decision is given, the decision of the Chairman shall be final and binding.

8.06 In any proceedings before an Arbitration Board, either party shall have the right to call any necessary witnesses.

8.07 A Board of Arbitration shall be authorized to determine the arbitrability of any matter referred to arbitration.

ARTICLE 9 - DISCIPLINE AND DISCHARGE OF EMPLOYEES

9.01 Part-time employees shall be covered under Article 9:

The right to discharge, or otherwise discipline employees, shall remain at the discretion of the Company, except that there shall be no discharge or disciplinary action without just cause. Such action may be subject to the grievance procedure provided that the employee being disciplined or discharged has completed their probationary period by working 400 hours or 50 shifts (excluding modified hours or "ease back" hours), whichever comes first."

9.02 When a discipline of an employee is involved, provided a shop steward is on duty, the shop steward will be advised and given an opportunity to be present at any interview which may take place between the Company and the employee being disciplined. If no steward is on duty, the Company shall endeavor to postpone the disciplinary action until a steward is available. It is understood that failure to have a steward present does not negate the discipline invoked.

9.03 Whenever an employee is discharged, the Company shall without reasonable delay, notify the

discharged employee in writing of their discharge and the reason therefore which notice may be delivered to the discharged employee by hand or mailed to his last address on file with the company.

- 9.04 The Company shall pay any discharged employee all their due wages in full within fourteen (14) calendar days, except for pension after their discharge and after any liability owed by them to the company has been paid or satisfied.
- 9.05 A claim by an employee who has completed their probationary period that they have been unjustly discharged from their employment, will be treated as a special grievance, commencing at STEP 2 of the Grievance Procedure, provided that the discharged person submits their grievance within **seven** working days of the discharge.
- 9.06 Such special grievances may be settled by confirming the discharge or reinstating the discharged person with compensation for time lost, seniority rights or any other arrangement which is just and equitable in the opinion of the conferring parties or Arbitration board. A board of arbitration will be convened within ninety (90) days of receipt of the notice to arbitrate. If the board of arbitration is unable to establish a hearing date within ninety (90) days then the chair will be deemed to be the single arbitrator. The parties may extend the ninety (90) day timeframe by mutual consent."
- 9.07 An employee discharged without notice will be permitted to talk with their steward for a reasonable time before leaving the premises.
- 9.08 Disciplinary warnings and/or reprimands which predate a disciplinary action by more than twelve (12) months shall not be adduced into evidence against the employee in any subsequent disciplinary proceedings or any grievance settlement procedure in which the employee is involved.

ARTICLE 10 - SENIORITY

- 10.01 Part-time employees shall be covered under Article 10:

- a) For such purposes as outlined in 10.02, bargaining unit seniority shall mean, accumulated service with the Company from the initial date of hire within the bargaining unit.
- b) Once an employee is hired they shall not have any seniority standing with the Company until they have completed a probationary period of 400 hours or 50 shifts (excluding modified hours or "ease back" hours), whichever comes first. Their seniority shall be calculated from their initial date of hire by adding their total number of hours worked and dividing such by forty (40), to determined the total weeks of seniority credit. For employees hired after February 27, 2005, their maximum seniority credit shall be twenty-six (26) weeks.

Note: Upon ratification, the calculation of any current part time employees seniority shall not supercede the seniority of current full time employees.

- c) Where a part time employee gives up their options to a full time position and later decides to apply for such full time status, their seniority shall not supercede the seniority of any full time employee.
- 10.02 For purposes of demotion, layoff, overtime and recall following layoff, ability to perform the work required as determined by the Company, shall be the governing factor, where ability is relatively equal to meet all of the normal requirements of the work assigned, seniority will apply.
- 10.03 An employee will lose their seniority standing:
- a) If they voluntarily leave the service of the Company.
 - b) If they are discharged and not reinstated through the grievance procedure.
 - c) If they are absent from work for two (2) consecutive working shifts (verified personal illness and authorized leave of absence excepted) without reason satisfactory to the Company; or
 - d) If they are laid off for a period of twelve (12) consecutive months.
 - e) If they are promoted out of the bargaining unit to a full time permanent company position or full time permanent union staff position, and does not exercise their six (6) month probationary option to return.
- 10.04 An employee being recalled to work following layoff shall signify their intention to return within two (2) working days after being notified and shall return within a further three (3) working days or forfeit their right to employment. Recall shall only be made to the last known address recorded with Company by the employee.
- 10.05 Seniority lists showing the seniority dates and classifications of employees shall be posted on the bulletin boards within thirty (30) days after the signing of this Agreement. Such lists will be revised and posted quarterly thereafter.
- 10.06 Full time employees who are laid off will be given the first opportunity to perform any part-time work subject to 10.02. Such part-time work will not constitute recall from layoff.
- 10.07 The Union and the Company agree that the scope of any grievance filed with respect to workforce reduction or employee position(s) being eliminated, shall be limited to the determination of whether or not the conditions set out below have been applied in a fair and consistent manner.

Should an employee's position be eliminated, or should an employee be displaced because of an overall reduction in the workforce, the following procedure shall be followed:

The Company will assess the employee's ability and review their seniority to determine the positions available to the displaced employee.

An assessment and review meeting will be held with the employee, the steward, and a representative of management. At this meeting the employee will be able to choose from the options available.

Once the person mentioned above has chosen from the options, the person whom he is bumping will have an assessment and review meeting at which time they will be able to select from the positions available which will be arrived at in the above process.

This procedure will continue until we arrive at the bottom of the seniority list whereby that individual will be reduced to part time, casual or at their request, a lay off.

Should an employee not be able to meet the normal requirements of the position to which they chose (as a result of the above) they then shall be entitled to choose from one of the remaining options presented at their initial assessment and review.

Should an employee exhaust all options relayed to them at the assessment and review they shall be laid-off subject to recall under the collective agreement.

Should an employee not agree with the assessment and review of their abilities, the following procedure shall be followed:

A meeting will be held with the Union, Company and the affected employee. The purpose of this meeting will be held so that the employee can air their grievance with the assessment process. The Company will also be able to air their concerns surrounding the restrictions of options made available to the employee.

Every effort will be made to arrive at a solution favorable to both sides.

Should the above process not resolve the issue and the employee insist on bumping into a specific job, then it will be assumed by all that this employee already possesses the skills needed to perform the day to day functions and will require no training.

A short period of familiarization may be necessary for the person to acquaint themselves with things such as building layout, equipment storage, etc. The length of this time will be determined in the employee's assessment meeting.

During this familiarization period, the employee will be provided feedback, both positive and negative, as to their progress.

Should the employee, after the period of familiarization, not be able to perform the regular duties of the job they insisted they could do, all persons affected by this move will be returned to their previous positions and the "bumper" shall be laid-off subject to recall under the Collective Agreement.

ARTICLE 11 - JOB POSTINGS

11.01 a) A notice of any vacant or new job will be posted on the plant bulletin boards and the Company will canvass employee interest in order of seniority. The posting will include an outline of the normal duties and hours of work. During this time, employees who have completed the probationary period will be permitted to make application for promotion or lateral transfer to another job which is posted, by writing their names on the sheet which indicated the vacant job.

b) Should a full time position become available following the completion of the job posting procedures for full time employees then said position shall be offered to the part time employees in order of seniority who have in the Company's opinion sufficient ability to meet the normal requirements of that full time position.

c) Employees who are not at work for the duration of a job posting will be notified of the posting provided that:

- i) they will be available for the posted position within the three week period immediately following the posting.
- ii) employees away from work leave proper contact information.

- 11.02 The Company will consider the application in respect to the skill, ability and experience of those applying and where the Company considers an employee has sufficient ability to meet the normal requirements of the work assigned, the senior employee applying will be given the job.
- 11.03 Only two (2) postings will be made as a result of the initial job vacancy.
- 11.04 An employee who is transferred as the result of a posting provision within their existing shift shall not be permitted to apply for another posted vacancy within the shift for four (4) consecutive months. The employee may, however, apply for a posting that may result in a shift change.
- 11.05 All full time temporary vacancies that exceed two (2) weeks in duration, excluding vacations shall be offered in order of bargaining unit seniority. However, vacation vacancies shall be offered within the bargaining unit. All full time temporary vacancies that are two (2) weeks in duration or less shall be offered by shift seniority to the employees on the shift where the vacancy occurs. Upon conclusion, such full time temporary vacancy shall be reversed.

ARTICLE 12 - MISCELLANEOUS PROVISIONS

- 12.01 a) It shall be the duty of the employee to notify the Branch office of any change to contact information which shall be kept confidential. The Company shall be deemed harmless in any dispute where the employee has not provided updated contact information.
- b) It is a condition of employment that all employees wear personal protective equipment in accordance with branch policy.
- c) All full time employees will receive a safety footwear allowance of one hundred and forty five (\$145.00) dollars which shall be paid not later than January 15th each year commencing in 2019.
- d) All part time employees will receive a safety footwear allowance of one hundred and forty five (\$145.00) dollars in January each year commencing January 2019, provided that the part time employee has completed the probationary period. The safety footwear referred to must be CSA green tab safety boots.
- (e) All full time maintenance shall be eligible for up to \$200.00 annually for the replacement of tools, on a reimbursement basis of receipts. It is clearly understood by the Company, the Union and the employee that the reimbursement referred to in this Article is for tools that are used in the shop.
- 12.02 The parties agree to establish and maintain a Labour/Management Committee. Said committee shall meet to discuss issues relative to the working relationship to develop a working understanding and better communications. Any subject matter may be tabled by either party at said meetings. The Labour/Management Committee shall not meet more than once each calendar month and not less than once every two (2) months.
- 12.03 The Company and Union agree that they shall not discriminate against anyone in regards to race, colour, creed, religion, age, national origin, ancestry, place of origin, physical disability, mental disability, sexual orientation, sex, marital status, family status, gender identity or expression, social condition, political belief or activity, or for exercising any right under the collective agreement or the Human Rights Act.
- 12.04 An employee, when going to be absent from work, must notify the Operations Manager or their

designate one hour prior to the start of their shift. An employee not doing so for two consecutive shifts will be considered as having separated from the Company. Each individual case shall be based on its own merits and all extenuating circumstances shall be considered.

- 12.05 Those persons excluded from the bargaining unit will not perform work which is normally performed by employees in the bargaining unit except: i) in cases of emergency; ii) when regular employees are not available due to being late or absent from work; iii) or in cases beyond the control of the company.
- 12.06 Any and all salaries, allowances, gifts, and gratuities will be paid to employees through direct deposit and shall be subject to all statutory deductions in compliance with federal and provincial compensation guidelines.

ARTICLE 13 - LEAVE OF ABSENCE AND TIME OFF

- 13.01 An employee who is injured at work and who requires medical attention, and as a result is unable to continue work, will be paid for the balance of their regular shift hours at their regular hourly rate. Part time employees shall be covered under this provision.
- 13.02 (a) The Company agrees to grant employees the necessary time off of up to five (5) scheduled days with pay at the time of the death of the following relatives of the employee, provided that in no case shall the time off with pay extend two (2) days beyond the day on which the funeral is held: spouse, common-law spouse, son, daughter, mother, father, brother, sister, stepchild and grandchild
- Only the portion of the leave of absence that would have been time worked will be paid.
- (b) The Company agrees to grant employees the necessary time off of up to three (3) scheduled days with pay at the time of the death of the following relatives of the employee, provided that in no case shall the time off with pay extend beyond the day on which the funeral is held: father-in-law, mother-in-law, grandfather and grandmother
- (c) In addition to the above, the Company agrees to grant employees the necessary time off with pay, not to exceed one (1) day, to attend the funeral of the employee's brother-in-law, sister-in-law, aunt and uncle.
- (d) This privilege is limited to the above mentioned bereavements. Any absences in the case of any other bereavement and any absences in excess of the above stipulated days, shall be without pay and granted at the discretion of Management.
- 13.03 Leave of absence without pay and without loss of seniority will be granted to two (2) employees at a time to attend Union business functions, provided the Company is notified two (2) weeks in advance and further provided the employees can be spared from work. The total accumulation of such leave shall not exceed ten (10) working days in any twelve (12) month period of days set out above and allow the number of employees to be increased by one (1).
- 13.04 Part-time employees shall be covered under Article 13.04:
- The Company may at its discretion grant personal leave upon application of an employee who is unable to work because they are sick or otherwise disabled, or by reason of urgent personal matters, for a period of up to thirty (30) days without pay and without loss of seniority.
- 13.05 Paternity leave will be granted under the provisions of the New Brunswick Employment

ARTICLE 14 - LUNCH PERIOD AND REST BREAKS

14.01 Part-time employees shall be covered under Article 14:

All departments shall be entitled to two (2) fifteen minute rest periods per 8 hour day, three (3) per 10 hour and four (4) per 13 hour day in addition to lunch break.

14.02 When an inside warehouse employee is required to work overtime at the end of their scheduled shift, they shall be compensated for their rest period (break) in one of the following manners:

- a) If the overtime to be worked is less than one hour in duration they shall receive fifteen minutes pay in lieu of a break.
- b) If the overtime to be worked exceeds one hour in duration they shall receive a paid 15 minute break to be taken at the expiration of the regular shift.
- c) If the overtime to be worked is in excess of two (2) hours duration, they shall receive a paid meal to be provided as soon as possible following the completion of their regular shift. The employee shall also receive a paid fifteen minute break to consume said meal.

14.03 A one-half (1/2) hour lunch period shall be granted each employee without pay.

ARTICLE 15 - BENEFITS AND PENSION

15.01 Employees will be covered by the terms and conditions of the Company's benefits and pension plan as amended by the Company from time to time.

ARTICLE 16 - HOURS OF WORK

16.01 The regular work week will consist of forty (40) hours from Sunday to Saturday to be worked in either:

- * five (5) eight (8) continuous hour days
- * four (4) ten (10) continuous hour days
- * three (3) thirteen (13) continuous hour days

It is understood that transport drivers shall not subject to this provision but shall be offered 40 hours in total per week in not more than 5 days. The shift will not be less than 6 hours in length.

16.02 a) The arrangement of the work schedule is to be directed by the Company in all instances in accordance with the proper operation of the business and such work schedules are subject to change from time to time as determined by the Company.

b) An employee's scheduled starting time shall not be changed during the week in which he is working unless mutually agreed between the employee and the Company. This provision shall not apply to transport drivers."

- 16.03 The Company does not guarantee to provide work for the regular weekly hours. However, each full-time employee who is required to report for work at the start of the first shift in a week, will receive pay for not less than the regular number of weekly hours multiplied by their regular hourly rate, provided the employee is at work for all of each working hour assigned by the Company, and performs whatever work is assigned. This obligation on the part of the Company shall not apply when an employee is prevented from working because of fire, flood, strike or any similar circumstances beyond the control of the Company.

ARTICLE 17- OVERTIME

- 17.01 (a) Part-time employees shall be paid overtime for all hours worked after thirteen (13) hours in a day or forty (40) hours in a regular work week.

(b) Full-time employees shall be paid overtime at a rate of time and one half (1 ½) the employees regular hourly rate shall be paid for all time worked in excess of:

- the scheduled eight (8) hour shift
- the scheduled ten(10) hour shift
- the scheduled thirteen (13) hour shift
- the provisions of 17.01 and 17.02 does not apply to transport drivers.

All work performed by an employee on a scheduled day off will be paid at a rate of time and one half (1 1/2) the employee's regular rate.

- 17.02 a) When an employee is asked to work overtime the employee will be asked to do so at least two hours prior to the expiration of their shift. Exceptions to the above will be in cases beyond the control of the branch. It is understood that full cooperation of the employees in accepting overtime as required is necessary. If not enough employees agree to work the required overtime then the Company will designate in reverse order of seniority a sufficient number of employees to complete the work.

b) It is understood that Article 17.02 a) above shall also apply to Part time employees working on the shift where the overtime is necessary.

- 17.03 a) When an employee is called back to work after they have left the premises for the day, they shall receive no less than four (4) hours pay at the appropriate rate.

b) When a part time employee is called back to work after they have left the premises for the day, they shall receive no less than four (4) hours pay

- 17.04 A shift premium of seventy five (.75) cents per hour will be paid on all regular hours worked between 4 p.m. and 7 a.m. on any day. Part-time employees shall be covered under Article 17.04.

ARTICLE 18 - PAID HOLIDAYS

- 18.01 a) The following days will be considered as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
New Brunswick Day	

If a Provincial holiday is proclaimed through the life of the collective agreement the Company shall recognize such holiday as a paid holiday

- b) To be eligible to receive payment for a holiday or day designated in lieu thereof, an employee shall be required to work the full required shift preceding and the full required shift succeeding such day. If an employee is scheduled or agrees to work on a paid holiday, it shall be deemed a qualifying day in order to be paid for the holiday. Exceptions to this will be made when an employee is absent on either or both of the said shifts only because of verified personal illness, death in their immediate family or if they have been given permission by the General Manager or their designate to be absent.
- 18.02 a) When an employee is required to work on any of the above mentioned holidays, the employee shall be paid for the number of hours they would otherwise have been regularly scheduled for as holiday pay as well as time and one half for all hours worked that day.
- b) When an employee is required to work a full shift but not the actual holiday during a holiday week, they shall be paid holiday pay equivalent to their regular scheduled hours, time and one half (1-1/2) for all hours worked on their first scheduled shift and then regular pay schedules shall apply for all hours incurred.
- c) During the week in which two (2) paid holidays occur, any employee required to work one (1) or more of their "days in lieu of" the holiday shall be paid holiday pay equivalent to their regular scheduled hours for each "day in lieu of", time and one half (1-1/2) for all hours worked on each of the "days in lieu of" and then regular pay schedules shall apply for all hours incurred.
- 18.03 Where a holiday falls on Saturday or Sunday, it shall be observed on the preceding Friday or the following Monday, at the discretion of the Company.
- 18.04 Where two holidays fall on Saturday and Sunday, they shall be observed on the preceding Thursday and Friday or Friday and the following Monday or the following Monday and Tuesday, at the discretion of the Company.
- 18.05 Part-time employees will be covered by 18.01 (a) and will be paid in accordance with the New Brunswick Employment Standards Act.

ARTICLE 19 - PAID VACATION

19.01 a)

Annual Vacation Entitlement Schedule	
Years of Service	# of Weeks Annual Vacation Entitlement*
0	Up to 2 weeks
1	2 weeks + 1 Day
2	2 weeks + 2 Days
3	2 weeks + 3 Days
4	2 weeks + 4 Days
5-7	3 weeks
8-14	4 weeks
15-19	5 weeks
20+	6 weeks

* Days are based on 8 hour days

- 19.02 a) Pay for vacation referred to above will be at an employee's regular rate of pay multiplied by the number of hours in the regular work week.
- b) Effective as of January 2006, Part Time employees shall receive vacation pay in accordance with the New Brunswick Employment Standards Act. Such vacation pay shall be paid by June 15th of each year.

Accrued vacation pay for part time employees may be issued at the time of employee's vacation if so requested by the employee prior to May 1st.

19.03 An employee who leaves the service of the Company for any reason, will be paid vacation pay to which they are entitled. Part time employees are covered by this provision.

19.04 The vacation period will start and end on the same dates as the Company fiscal year. Vacations will, where practical, be allocated by seniority on a departmental basis *including part-time employees*; senior employees *shall* being given the first choice of vacation dates. Employees will not be permitted to take more than 2 weeks vacation during the months of June, July, August and September. Exceptions to this will only be granted at the discretion of the General Manager. The Employer at all times shall be entitled to maintain a sufficient and qualified workforce.

It is understood that the Part-time vacation selection will take effect as of 2006, when Part time will be able to book for vacation entitlement in increments of full weeks only-not individual days. The process will be as follows:

After the FT have been canvassed twice for their vacation selection, the PT will also be asked to select vacation. It is understood that once the PT have selected vacation, they cannot be displaced by FT for the purposes of vacation entitlement. It is further understood that the Company reserves the right to maintain a qualified workforce at all times throughout the year.

19.05 If a paid holiday, as set out in Article 18.00 falls during an employees' vacation, the employee shall be allowed an extra day off to be taken at a time agreeable to the employer and employee.

19.06 The completed Vacation lists shall be posted on April 15 of each year that vacation is to be taken.

Employees will be advised on or about January 1st each year that vacation election will commence on or about February 1 of that year. Employees will be asked to designate their vacation choice commencing February 1 of each year. Employees will be asked on a top down seniority basis within each shift. If an employee fails to elect their vacation choice, from the available dates, then they will be bypassed in favor of other employees expressing their election. The employee who was bypassed is responsible to follow up with management to express their election of vacation dates however in no event will an employee be allowed to displace a junior employee who has, through the process outlined above exercised their choice of vacation dates.

19.07 Employees normally receiving shift premium as part of their regularly scheduled week shall receive this shift premium included in their vacation pay.

ARTICLE 20 - WAGE RATES

20.01 (a)

FT Wage Scale						
	Sunday Following Ratification 2018	2019	2020	2021	2022	2023
Start	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
6 Months	\$14.50	\$14.50	\$14.50	\$14.50	\$14.50	\$14.50
12 Months	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
18 Months	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
24 Months	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
30 Months	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50
36 Months	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
42 Months	\$17.50	\$17.50	\$17.50	\$17.50	\$17.50	\$17.50
48 Months	\$21.36	\$21.81	\$22.26	\$22.71	\$23.16	\$23.61
End Rate Increase	\$0.50	\$0.45	\$0.45	\$0.45	\$0.45	\$0.45

PT Warehouse Wage Scale						
	Sunday Following Ratification 2018	2019	2020	2021	2022	2023
Start	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
3 Months	\$14.25	\$14.25	\$14.25	\$14.25	\$14.25	\$14.25
6 Months	\$14.50	\$14.50	\$14.50	\$14.50	\$14.50	\$14.50
9 Months	\$14.75	\$14.75	\$14.75	\$14.75	\$14.75	\$14.75
12 Months	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00

be \$0.45 per mile.

- iii) Activity-Based work assignments shall be defined as activity that occurs beyond a twenty-five (25) mile radius from the Moncton Distribution Centre located at 100, 120 and 140 Baig Boulevard. Any work assignment that includes a location on a multi-stop work assignment that falls beyond the hourly zone will be paid under the Activity-based model.
- iv) Mileage will be calculated using "PC Miler" or equivalent.
- v) All duties associated with "start of day" and "end of day" will be compensated as per the Fixed Activity Schedule as found in Article 20 (Compensation for Drivers) for both hourly and Activity-based work assignments.

The clock or mileage, as applicable, starts when the Driver leaves the checkpoint or equivalent.

- vi) All deliveries/pick-ups will be compensated as per the rate schedule above (0 – 2 hours). Any delay over two (2) hours must be reported to Dispatch. Such delays will be reviewed by supervision for authorization. It is understood that any Drops and Hooks payable are outside of Delivery and Pick-up activities.
- vii) In all cases of breakdown or other delays for which the Driver is not responsible, the Driver must notify Dispatch as soon as possible for verification. In the event the Driver is on an "ABC" work assignment, the applicable hourly rate will apply from the time of the delay until activity resumes.
- viii) In the event a Driver encounters inclement weather on an Activity-based work assignment, they will be compensated at the applicable hourly rate provided they declare their decision to Dispatch upon the completion of the work assignment. A Driver is entitled to make this declaration up to ten (10) times per calendar year.
- ix) All work performed by a Driver on a Statutory Holiday will be compensated in accordance with the Employment Standards Act.
- x) Multi-day trip scenarios will be discussed between Union and Management as they arise.

ARTICLE 21 - TRANSPORT

- 21.01 a) The Company will pay for required licenses for truck drivers for each year provided that it shall be the responsibility of each driver to obtain such required license and the driver will then be reimbursed by the Company. Should the driver leave the employ of the Company within six (6) months of the date of receiving such license for any reason, the full amount paid for such license by the Company will be repaid to the Company by such driver. Should a driver leave the employ of the Company between the six (6) month period and the end of one full year from such date an amount equivalent to one-half (1/2) the cost of such license shall be repaid to the Company.
 - i) Should a truck driver not qualify for, or lose, their required license as a result of medical reasons beyond the control of the driver then they shall be permitted to exercise their seniority to displace the most junior full time bargaining unit warehouse employee provided they have the skill, ability and experience to do the job. The displaced full time bargaining unit employee will then be reduced to part time status.

PT Driver Wage Scale						
	Sunday Following Ratification 2018	2019	2020	2021	2022	2023
Start	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
6 Months	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50
12 Months	\$19.16	\$19.16	\$19.16	\$19.16	\$19.16	\$19.16

Retroactivity on all hours worked from the expiry of the previous collective agreement for part-time and full-time active employees as of date of ratification.

Part-time employees moving to a full-time classification shall receive the next highest rate of pay that results in an increase on the full-time scale. Employees would then progress up the scale from that point in six (6) month increments.

The Company may, from time to time, introduce, modify and/or eliminate an incentive program. Any program would be in addition to the prevailing wage progression scales.

Sunday following ratification, employees who are at a rate of pay not stated above will move to the next higher rate of pay upon reaching the next progression. Employees will then progress up the scale from that point in six (6) month increments.

Fifty (50%) percent of the accumulated seniority of all individual part-time employees shall count towards their full-time status to a maximum of one (1) year of service upon ratification. It is understood that this calculation shall not alter the current seniority order.

20.01 b) Transport Compensation

Activity-Based Compensation

<u>Activity</u>	<u>FT / PT</u>	<u>LCV</u>
Start of Day/Pre-trip	20 minutes	25 minutes
Trailer pre-trip	15 minutes	15 minutes
Drop	10 minutes	10 minutes
Hook	10 minutes	10 minutes
Fuel – Tractor	15 minutes	15 minutes
Fuel – Trailer	10 minutes	10 minutes
Delivery/Pick up (LTL)	45 minutes	45 minutes
Delivery/Pick up (TL)	60 minutes	60 minutes
End of Day/Post-trip	25 minutes	30 minutes

- i) Drivers will be compensated based on the allotted time stated above multiplied by the applicable rate of pay
- ii) The mileage rate will increase to \$0.4054 per mile for all employees commencing the first pay period following ratification.

In the event the Company operates long combination vehicles ("LCV") the mileage rate shall

ii) Should a truck driver not qualify for, or lose, their required license as a result of demerit point infractions then they shall be granted a leave of absence for the period of suspension of their license. Notwithstanding the above the Company shall offer said driver part-time hours of work during the period of their leave of absence.

iii) Should a truck driver not qualify for, or lose, their required license as a result of impaired driving or dangerous driving then said driver shall be terminated from the employ of the Company.

iv) Notwithstanding 21.01(iii) above, where the driver in question has greater than five (5) years of active full time service with the Company, then said employee will be granted a leave of absence (for the period of the suspension of the license) and will be offered part time work during such leave of absence.

b) Where required for employment purposes, the Company will pay for eye or medical examinations for full-time truck drivers with one year service (to include part-time with 12 months or more of service).

c) It shall be a condition of employment of all truck drivers that drivers shall be approved for insurability by the insurance company involved in insuring Company vehicles or any vehicles used by the Company.

21.02 a) Full-time truck drivers are required to wear a uniform consisting of pants, shirt and safety boots. Hats, ties and other outer wear are all optional, however, if they are worn they must conform to Atlantic Wholesalers' colours.

b) The Company shall reimburse transport drivers for the first one hundred and twenty five (\$125.00) dollars of expenses each year with respect to the purchase of uniforms. On the next three hundred (\$300.00) dollars of expenses each year the cost would be shared 50% by the Company and 50% by the driver.

21.03 Part-time employees shall be covered by Article 21.03:

When a driver is detained due to an Act of God, the following will apply:

a) The driver will contact the dispatcher for instructions.

b) If a driver is directed to lay over, the driver shall be paid up to a maximum of ten (10) hours at regular rate in addition to their regularly scheduled shift.

c) Motel and meal expenses will be reimbursed to the employee as per Company expense guidelines.

21.04 a) Truck drivers will be paid meal allowances for regularly scheduled hours of work on the following basis;

Where a truck driver is regularly scheduled to work (ten) 10 hours then they shall be paid a meal allowance of eight dollars and fifty cents (\$8.50).

Where a truck driver is regularly scheduled to work (thirteen) 13 hours then they shall be paid a meal allowance of twelve dollars and fifty cents (\$12.50).

i) The above named meal allowances shall be paid weekly. Payment shall be made through direct deposit subject to taxes as required by law.

- ii) Where an error in the number of meals paid for has occurred an adjustment will take place the following month.
- b) Where the hours of work assigned to a driver are in excess of the appropriate scheduled hours of work as defined in Article 16.01 and such assignment of hours is frequent on a daily basis and is ongoing on a weekly basis then the driver may request that the Company alter their work to conform; or more closely conform, to the appropriate scheduled hours of work as set out in Article 16.01.
- c) Upon receipt of such request, the Company will, as soon as is practicably possible, adjust the driver's shift so as to conform, or more closely conform, to the appropriate schedule of hours as set out in Article 16.01.

ARTICLE 22 - USE OF PART TIME

- 22.01 The use of part time shall not normally exceed the equivalent of twenty (20 %) of total *regular* full-time hours in the Bargaining Unit except when replacing an employee who is absent for any reason whatsoever, for the duration of such absence and the company may use any combination of part time employee to replace the absent employee.


ARTICLE 23 - TERM OF AGREEMENT

- 23.01 This agreement shall be in effect from March 4, 2018 to March 5, 2024 and from year to year thereafter, calculated from in any year unless either party notifies the other in writing at least two months prior to March 5, 2024 that it desires to amend or terminate this Agreement. Such notice shall include particulars of any changes sought by the party giving notice."


SIGNING PAGE

Dated at Moncton, New Brunswick this 18 day of September and Signed by the duly authorized officials of both parties hereto.

Signed on Behalf of
NATIONAL GROCERS CO. LTD.:

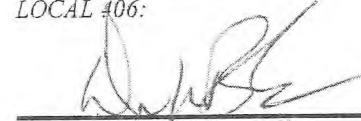

Ray Davidson



Adam Terris



Serge Poirier


Ted Panagiotoulas

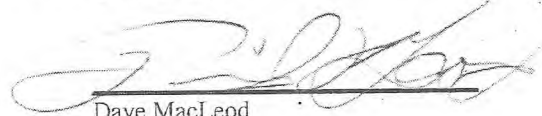
Signed on Behalf of
THE BAKERY, CONFECTIONERY,
TOBACCO WORKERS' & GRAIN MILLERS
INTERNATIONAL UNION
LOCAL #06:


David LeBlanc


Kenny Thompson


Mike White


Ed Wareham


Dave MacLeod

Tim Harnish


Steve Burns

Letter of Understanding # 1

Re: Garage Mechanics

This will confirm that in the event the Company were to hire its own company mechanics, then the Parties would meet to negotiate for those mechanics to be covered under the terms and conditions of this collective agreement.

Yours truly,

NATIONAL GROCERS CO. LTD.

Letter of Understanding # 2

Re. Mechanics excluded from the shift bid

Note: It is understood between the parties that mechanics will not participate in a Warehouse or Transport bid, except in the event of a significant reduction in the workforce resulting in lay-offs or subsequent recall. In all cases, the employee must possess the skills, abilities and qualifications to do the work in question.

Yours truly,

NATIONAL GROCERS CO. LTD.

Letter of Understanding # 3

Re: Paid Vacation

The Company will meet with the Warehouse Union stewards by February 1 each year to advise on the allowable vacation allotment for the current calendar year prior to the schedule being posted.

The Company will post a vacation planner to assist with the on-going vacation scheduling process.

When an employee is advised that it is their turn to select from the available vacation weeks, they shall be given twenty-four (24) hours to respond with their selection(s).

Yours truly,

NATIONAL GROCERS CO. LTD.

Letter of Understanding # 4

Re: Mileage Reopener

The Company and the Union shall meet in the fall of 2021 to review the mileage rates in view of industry levels of mileage compensation for the balance of the term. It is understood that all other terms and conditions contained in this Collective Agreement shall remain in effect until the expiration date.

Yours truly,

NATIONAL GROCERS CO. LTD.

Letter of Understanding #5

Re: Extra Runs

Driver routes are assigned on a daily basis by order of the daily run schedule.

It is understood by the Company and the Union that a driver that is on their regular scheduled run may not be displaced by an extra run driver or part-time driver.

Extra routes available after all regular routes have been assigned will be offered to drivers who have signed the overtime sign-up sheet posted outside the dispatch window by order of seniority. Any call-ins will be filled after the regular drivers and sign-ups are assigned. Dispatchers will assign/offer routes with the earliest departure time first. When calling in for an extra load, call ins need to be made by 9:00 a.m, no later. After that, the Company will assign loads as needed.

It is understood that for any reason, this could be subject to change at the Company's discretion and up for review between the union and management.

It is also understood that the employee/driver reserves the right to remove their name from the overtime sign-up sheet and may refuse an extra run without any recourse and/or disciplinary actions from the Company.

Yours truly,

NATIONAL GROCERS CO. LTD.

Undertakings Given to the Union

This will confirm the following undertakings that were given to the Union during the **2010** collective bargaining sessions for this collective agreement:

1. **Regarding the Use of Personal Cell Phones for Company Business**
Provided the driver verifies the call/cost the Company will reimburse the driver, reserving the right to stop this practice with two weeks notice to the drivers and the Union.
2. **Regarding time for Union Stewards to deal with Grievances**
In the event a Union Steward requests time to deal with a grievance he will be given time provided such time does not interfere with completion of job assignments in such a way as to negatively impact the business.
3.
The Company will inform Union Stewards of any updates to Company policies. The Company will allot time for a Union Steward to meet with new hires to provide them with the collective agreement, as well as to answer any questions that may arise out of their orientation. This will occur in the second week of training.

Yours truly,

NATIONAL GROCERS CO. LTD.

