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COLLECTIVE AGREEMENT

BETWEEN:

UNITED FOOD AND COMMERCIAL WORKERS UNION CANADA,
LOCAL 1288P

(hereinafter called the "UNION")

AND:

ATLANTIC WHOLESALERS LTD.,

(hereinafter called the "COMPANY")

EFFECTIVE : October 21, 2015 to January 31, 2020

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ARTICLE 1 - PURPOSE AND APPLICATION

1.01 The purpose of this Agreement is to establish and maintain harmonious relations between the Company and its employees and to define wages, hours of work, conditions of employment, benefits and other matters, and to allow the Company to operate its business efficiently while being fair with its employees in a manner consistent with mutual and reasonable cooperation.

1.02 The terms of this Agreement shall apply to all employees of the Bargaining Unit as set out in Article 2 hereof.

1.03 For clarity, department store type merchandise (DSTM) shall include but not be limited to: Home Décor, Bed and Bath, Cook and Table, Kids Kloz, Photo Lab, Photo Studio, Electronics, Seasonal, HABA, Home Office, Books and Magazines, Cards and Party, Cosmetics, Housewares, Sporting Goods, Toys, Leisure, Automotive, Hardware, Footwear and Apparel. It is recognized by the parties that the variety of DSTM will change and evolve as the business changes.

ARTICLE 2 - RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all the Company's retail employees working at 25 Savoie Ave, Atholville, 700 St. Peters Avenue, Bathurst, 115 Campbell Drive, Rothesay, 650 Somerset Street, Saint John, New Brunswick, save and except Store Manager, up to 2 Assistant Store Managers, (in a store larger than 68,000 sq. feet, up to 3 Assistant Store Managers), Department Managers, and up to 12 DSTM Managers and up to 8 Assistant DSTM Department Managers, Pharmacists, International Pharmacy graduates, Pharmacy students, Pharmacy interns, Registered Pharmacy Technicians, Opticians, Dieticians, Nutritionists, **Night Crew Manager** and those employees excluded by the Industrial Relations Act.

ARTICLE 3 - UNION SECURITY

3.01 As a condition of employment all employees shall become and remain members of the Union in good standing during the lifetime of this Agreement. It is understood and agreed that by virtue of their membership in the Union, bargaining unit members consent and agree to the collection, use or disclosure of their personal information as it relates to their membership and representation by the Union.

3.02 At the time of hiring, employees shall sign Union membership cards authorizing the Company to deduct initiation fees and weekly Union dues as certified by the Union in writing, commencing with their first weekly paycheck.

The Company shall remit these membership cards, initiation fees and dues deductions to the Union Secretary-Treasurer on or about the fifteenth (15th) day of the month following which deductions were made, including the following information:

- employees last name and initial
- social insurance number
- hire/termination date
- dues deduction per employee
- store total
- employee seniority date
- alphabetical listing
- pay period for which deductions have been made
- address

3.04 The Company shall calculate the amount of Union dues deducted for each employee and indicate this amount on the employees' T-4 for each year.

3.05 The Union shall indemnify and save harmless the Company from any liability or action of any kind whatsoever that may arise out of deductions made from the pay of any employee pursuant to Section 3.02 hereof.

3.06 The Company will maintain in all stores, a bulletin board (with a locking glass front). The Store Manager and Steward shall have a key to the board. The Union will have the right to post notices of meetings or such other official union notices as required, provided that such notices have the prior approval of the Employer 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 National Union.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The management of the Company's business, properties and plant and the direction and distribution of the working forces, including but without limiting the generality of the foregoing, the right to hire, suspend, discipline, discharge, layoff from duty because of lack of work or other legitimate reasons and to promote, demote and transfer, to introduce new or improved merchandising methods or facilities or to change existing merchandising methods or facilities, the determination of the layout and equipment to be used in the business, the processes, techniques, methods and means of merchandising and distribution remain in and are vested exclusively in the Company, except as provided by the terms of this Agreement.

4.02 The exercise of the foregoing rights shall be subject to the grievance procedure if they become a violation of any article in this Agreement.

4.03 The Union recognizes the responsibility upon it as the sole bargaining agent of the Bargaining Unit, and realizes that in order to provide maximum opportunities for continuing employment, good wages and working conditions, the Company must be in a strong market position which means it must operate at the lowest possible cost consistent with fair labour standards. The Union through its bargaining position assumes a joint responsibility in the attainment of these goals. The Union therefore agrees that it will cooperate with the Company and support its efforts to assure a full day's work on the part

of the employees, and it will actively combat absenteeism and any other practices which restrict productivity. It further agrees that it will support the Company in its efforts to

eliminate waste, conserve materials and supplies, improve the quality of workmanship, prevent accidents, and strengthen goodwill between the Company, the employee and the customer.

ARTICLE 5 - DISCIPLINE

5.01 The Company may discharge or otherwise discipline an employee for any cause it deems sufficient, provided however that the discharge or discipline of any employee may be grieved as to the justness of such discharge or discipline. Without limiting the generality of the foregoing, an employee may be discharged or otherwise disciplined, if he;

- a) violates any reasonable Company rules or any of the other provisions of this Agreement;
- b) is guilty of theft of Company property;
- c) makes misleading statements to the Company with respect to work-related matters;
- d) falsifies records, reports or time cards;
- e) is habitually careless or neglectful;
- f) is absent without leave;
- g) refuses to follow instructions; or
- h) is guilty of any act which is considered to be significantly to the detriment of the good operations of the Company or which might adversely affect the welfare or safety of any employee **or a customer**.

The Company rules shall be posted on the employee bulletin board and a copy given to the Union.

ARTICLE 6 - UNION ACTIVITIES

6.01 The Union agrees that Union duties and activities will not be carried out on the Company's premises at any time except where permitted by this Agreement. A duly authorized Union representative shall have access to the premises during business hours at reasonable times to discuss Union business with the Company and/or the employees covered by this Agreement, but in no case shall such visit interfere with the progress of the work and provided that permission is first obtained from the Store Manager which permission shall not be unreasonably withheld. This access privilege shall not be abused and it is further understood that such representative of the Union shall comply with Company regulations while on Company premises.

6.02 There shall be no discrimination by the parties hereto.

ARTICLE 7 - STRIKES AND LOCKOUTS

7.01 The Union agrees that during the term of this Agreement there shall be no strikes or stoppage of work or any other interference with the operation of the Company by the Union or any of its members and the Company agrees there shall be no lockouts during the term of this Agreement.

7.02 The Union agrees that it will not involve any employees of the Company or the Company itself in any dispute which may arise between any other employer, and the employees of any such other employer.

ARTICLE 8 - LABOUR-MANAGEMENT RELATIONS COMMITTEE

8.01 The Company and the Union agree to establish and maintain a Labour-Management Relations Committee consisting of representatives of management and a representative of the Union from each store. The Labour-Management Relations Committee shall meet twice per year.

8.02 Employees engaged in meeting(s) of the Labour-Management Relations Committee during their normal working hours shall suffer no loss in pay for time spent in such meetings. In the event meeting(s) continue beyond normal working hours, employees will be paid at their regular straight time rate.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 For the purpose of this Agreement, a grievance is defined as a claim by an employee that he/she has a complaint or disagreement relating to the meaning, application or alleged violation of this Agreement.

9.02 Grievances shall be processed in the following manner:

Step 1- The employees affected, together with the Union Steward, may present the grievance in writing to his/her immediate Supervisor/Department Manager within seven (7) calendar days of the date the incident giving rise to the grievance or having come within the knowledge of the employee. The immediate Supervisor/Department Manager shall give an answer in writing seven (7) calendar days from the date of receiving the grievance.

Step 2- Failing resolution to the grievance in Step 1 hereof, the aggrieved employee, within five (5) calendar days of the date of the answer of the immediate Supervisor/Department Manager, may submit the grievance to the Store Manager. The Store Manager or his/her appointee shall immediately acknowledge receipt of the written grievance and shall arrange a mutually satisfactory date within five (5) calendar days, or such other mutually agreed date, to discuss the grievance with the grievor, the union steward and the Union Representative. The Store Manager or his/her appointee shall give a written reply to the grievance within seven (7) calendar days of the meeting

stating the position of the Company. Failing resolution at Step 2, the grievance may be submitted to Arbitration pursuant to the procedure as set out herein.

9.03 An employee who claims to have been suspended, or discharged without just cause, may present a grievance at Step 2 of the grievance procedure, but must do so within seven (7) calendar days of his/her suspension or discharge.

9.04 An allegation by the Company or the Union that the other party has violated or misinterpreted this Agreement may be lodged in writing with the other party within ten (10) working days of the date the incident giving rise to the grievance comes to the knowledge of the respective parties.

In the case of a Union grievance, such grievance shall commence with the sending of the grievance to the General Supervisor or his/her appointee, and in the case of a Company grievance, such grievance shall commence with the sending of the grievance to the Union Steward with a copy to the Union. Failing satisfactory settlement of either of said grievances within a further period of ten (10) working days, either of the parties may submit the grievance to arbitration.

It is the intention of the parties that the procedure provided under this paragraph for the Union to file a grievance shall be reserved for grievance of a general nature for which the regular procedure for employees is not available and that it shall not be used to bypass the regular grievance procedure provided for employees above.

9.05 Decisions arrived at in writing between the responsible Company official and the responsible Union official in the adjustment of any grievance shall be final and binding upon the Company, the Union and the employee or employees concerned.

9.06 Any of the stated time limits in this Article may be extended by mutual agreement in writing between the parties.

ARTICLE 10 - ARBITRATION

10.01 The Union, or the Company as the case may be, shall within seven (7) calendar days of the date the reply in the last step of the grievance procedure was, or should have been made, notify the other party to the grievance by registered mail of the desire to submit the matter to an **Arbitrator** and shall in such notice name a representative. Within seven (7) calendar days of the receipt of such notice, the other party shall in writing, answer by indicating the name of its representative. **If an Arbitrator can not be settled upon, notice can be made to the Minister of Labour for the Province of New Brunswick, upon application of either party to the grievance, who may appoint such person to act as Arbitrator.**

10.02 Each of the parties to the grievance shall bear the costs of the arbitrator appointed by it.

10.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance or who has any pecuniary interest in the matters referred to the Board.

10.04 The **Arbitrator** shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

10.05 The decision of the Arbitrator shall be final and binding.

10.06 The presentation and processing of any grievance through the arbitration procedure in this Article must strictly conform to the requirements and the applicable time limits as outlined, failing which the arbitration submission shall be considered to be settled and at an end.

10.07 If the Company or the Union fails to comply with the applicable steps or time limits as outlined, the grievor shall be at liberty to proceed according to the required time limits to the next succeeding step of the arbitration procedure.

10.08 Any of the stated time limits in this Article may be extended by mutual agreement in writing between the parties.

ARTICLE 11 - UNION STEWARD

11.01 The Company agrees to recognize the Store Stewards as appointed or elected by the Union. The Union shall advise the Company in writing of their appointment or election. It is agreed that they must have a minimum of six (6) months of continuous service. One such Steward shall be designated as the Chief Steward who shall be the primary in-store union representative. In the absence of the Chief Steward, the Company shall recognize the Alternate Store Steward in the same manner as the Chief Steward. Union Stewards may, subject to an immediate Supervisor's permission which shall not be unreasonably denied, leave their work stations and duties to deal with a grievance or potential grievance.

11.02 The Union Steward or, in his/her absence, the Alternate Steward or in his/her absence another Union member in the store chosen by the employee concerned, shall be present when a member of the Bargaining Unit is given an official reprimand. Another member of the Bargaining Unit in the store shall be present if the Union Steward is to receive an official reprimand.

11.03 An employee subject to possible reprimand as covered in Article 11.02 may request the Shop Steward or his/her appointee to leave at any time during the meeting and such request will be noted on an official reprimand.

11.04 The Union's negotiating committee shall consist of one (1) bargaining unit employee at each store location as selected or elected by the Union. The Company

agrees to pay up to 50% of the lost time wages of a negotiating committee member.
Clarity note: maximum is 8 hours per day.

ARTICLE 12 - SENIORITY

12.01 a) Seniority shall be defined as continuous length of service within the full-time Bargaining Unit.

b) Seniority, subject to skill ability and qualifications, and job competence, shall be the determining factor in layoffs, recalls, transfers, promotions and choice of vacation dates.

12.02 Employees shall be considered as probationary employees until they have continuous employment with the Company for a period of ninety (90) calendar days. Probationary employees shall not be entitled to seniority rights or grievance procedures. Upon completion of the probationary period, seniority will be dated from the date of hire.

12.03 Employees will lose their seniority rights under this Agreement and their services will be terminated if:

a) they voluntarily leave their employment with the Company;

b) they are discharged for just cause;

c) they have been laid off for a period in excess of ten (10) months and fail to return to work, or to give in writing valid reasons for their inability to do so within three (3) working days of the date they are requested by the Company in writing by registered mail to return to work (it shall be a condition of possible recall from layoff that the employee provide the Company with his current mailing address and telephone number);

d) they overstay a leave of absence granted by the Company in writing without securing an extension of such leave;

e) they absent themselves from work for three (3) working days, or more, without securing leave of absence or without producing evidence of a valid reason acceptable to the Company;

f) an employee accepts employment with a competitor.

12.04 Employees within the Bargaining Unit shall be given first opportunity to fill a vacancy in the Bargaining Unit, provided they have the ability and qualifications to do the job required in a competent manner. Where there is more than one (1) employee in the Bargaining Unit with relatively equal ability, qualifications and job competence, to fill the vacancy, the more senior employee will be given the preference.

12.05 Employees from outside the Bargaining Unit may be transferred into the Bargaining Unit provided such transfer does not result in the displacement of a member of the Bargaining Unit.

12.06 In the event of layoff resulting in loss of seniority as per Article 12.03 (c) hereof, employees shall receive notice or pay in lieu of notice on the following basis:

- one (1) week if the period of employment is less than two (2) years;
- two (2) weeks if the period of employment is two (2) years or more but less than five (5) years;
- five (5) weeks if the period of employment is five (5) year(s) or more but less than ten (10) years;
- nine (9) weeks if the period of employment is ten (10) years or more.

12.07 In this Article, management is to be the sole judge of skill ability, qualifications, and job competence, but agrees that such decisions will not be made in an arbitrary or discriminatory manner.

12.08 Part-time employees who become full-time employees shall have one-half (1/2) of their part-time service recognized for seniority purposes, up to a maximum of one (1) year. In that first year in which an employee converts to a full-time employee, he/she will not be eligible to receive both part-time vacation pay and full-time vacation pay. He/she will receive one or the other. However, after an employee has worked either six (6) months' or twelve (12) months' continuous service as set forth in Article 20.02, he/she shall be entitled to full vacation credits.

12.09 If an employee is laid off he/she shall be eligible to work part time hours based on the following:

a) He/she becomes a part time employee under Appendix "A" of this agreement for all intents and purposes, except that he retains recall rights as outlined in the main body of the agreement.

b) His/her seniority shall be determined as his/her length of continuous employment within the bargaining unit.

c) The applicable rate of pay shall be based on the employee slotting into the wage progression based on their continuous service with the Company.

ARTICLE 13 - LEAVES OF ABSENCE

13.01 All requests for personal leave of absence of five (5) working days or less without pay shall be made verbally to the Store Manager. If granted, permission shall be given in writing to the employee concerned by the Store Manager.

13.02 All requests for personal leave of absence of more than five (5) working days without pay shall be made to the Store Manager in writing by the employee concerned, indicating in full the reason for requesting the leave of absence. If granted, permission will be given in writing to the employee concerned by the General Supervisor of the store.

13.03 If an employee is elected as a delegate of the Union to a Union convention, and such attendance at such convention requires a leave of absence, such leave of absence without pay or any other benefits may be arranged by mutual agreement between the Union, the employee and the Company. Except in cases of emergency beyond the control of the Union, the Union agrees to notify the Company in writing at least fifteen (15) days in

advance that such leave of absence is requested. Such leave of absence may be arranged, but no more than two (2) employees at any time may be granted such leave of absence. Leave of absence, if arranged, shall state the length of time the employee may be absent and such absence shall not exceed three (3) calendar weeks. Of the two (2) employees, not more than one (1) from the same department may be absent.

13.04 Where an employee is granted a leave of absence for educational purposes of a period greater than one hundred ten (110) days, their seniority will be frozen for the period of the leave. For clarity, this frozen period will apply to accrued seniority for all purposes under the collective agreement, including the wage progression.

13.05 a) An employee granted leave of absence as outlined in 13.01 of this Article shall be restored without loss of seniority to his/her position or to a similar position at the then prevailing wage rate at the expiration of his/her leave of absence. This provision becomes void, however, if the absence exceeds the period granted.

b) It is understood that any seniority time accumulated on maternity leave would not apply to time frame raises.

13.06 a) Leave of absence without pay shall be given for a maternity leave to a female employee who has six (6) month's seniority with the Company.

b) The employee concerned shall request such leave of absence in writing and shall provide the Company with a certificate of a duly qualified medical practitioner confirming the pregnancy and specifying the date upon which the delivery will occur, in his opinion.

c) Pregnancy leave and parental leave will be in accordance with New Brunswick Employment Standards Regulations.

d) During such leave of absence, progression wage adjustment shall cease. The employee will be required to notify the Company as soon as possible in respect of the pregnancy and is required to give the Company at least two (2) weeks' written notice of her desire to return to work following the expiry of such leave. If the employee fails to give the said notice or fails to return to work on the expiry date of the leave of absence, she will be considered to have voluntarily terminated her employment with the Company.

e) Upon return, the employee shall be reinstated in her former or equivalent position at the same wage rate she was receiving on commencement of the leave, plus any general increase which may have been granted in the interim.

f) It is understood that service with the Armed Forces of Canada in time of war or compulsory military service does not constitute a break in the continuous service of an employee and shall not affect an employee's seniority rights. Employees who are members of Canada's Military Reserve, and who are called to active duty, shall, upon establishing proof of same, be granted leave of absence without pay for the period of active duty. Within one (1) month's notice of their desire to return to work with the Company, unless he/she is classified by the government as wounded such employees shall, subject to their seniority, providing they can satisfactorily perform the required work, be placed on the job previously held or one at an equal rate of pay. The employee shall continue to accrue seniority while on such leave of absence. If the employee would not otherwise have retained his/her previous job and is not placed on a job carrying an equal

rate of pay, he/she shall, subject to seniority be placed on a job he/she can satisfactorily perform.

13.07 An employee who accepts a position on the refurb crew following the date of ratification 2015 shall continue to accumulate bargaining unit seniority for two (2) years combined time after which time the employee shall have no bargaining unit seniority.

ARTICLE 14 - WAGES AND WORK CLASSIFICATIONS

14.01 The following minimum rates of pay shall apply to all full time clerks hired after the date of ratification:

	DOR, 2015	1/31/2016	1/29/2017	1/28/2018	1/27/2019
Start	\$10.30	\$10.30	\$10.30	\$10.30	\$10.30
12 month	\$11.50	\$11.50	\$11.50	\$11.50	\$11.50
24 month	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
36 month	\$12.50	\$12.50	\$12.50	\$12.50	\$12.50
48 month	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
60 month	\$14.85	\$15.00	\$15.15	\$15.30	\$15.45

The following minimum rates of pay shall apply to all full time meat cutters, bakers and pharmacy technicians hired after the date of ratification:

	DOR, 2015	1/31/2016	1/29/2017	1/28/2018	1/27/2019
Start	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
12 month	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
24 month	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
36 month	\$13.50	\$13.50	\$13.50	\$13.50	\$13.50
48 month	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
60 month	\$14.25	\$14.25	\$14.25	\$14.25	\$14.25
72 month	\$15.85	\$16.00	\$16.15	\$16.30	\$16.45

The following minimum rates of pay shall apply to all full time Senior Clerks hired after the date of ratification:

	DOR, 2015	1/31/2016	1/29/2017	1/28/2018	1/27/2019
Start	\$10.80	\$10.80	\$10.80	\$10.80	\$10.80
12 month	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
24 month	\$12.50	\$12.50	\$12.50	\$12.50	\$12.50
36 month	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
48 month	\$13.50	\$13.50	\$13.50	\$13.50	\$13.50
60 month	\$16.15	\$16.30	\$16.45	\$16.60	\$16.75

The following minimum rates of pay shall apply to all full time Senior Cutter/Bakers hired after the date of ratification:

	DOR, 2015	1/31/2016	1/29/2017	1/28/2018	1/27/2019
Start	\$11.50	\$11.50	\$11.50	\$11.50	\$11.50
12 month	\$12.50	\$12.50	\$12.50	\$12.50	\$12.50
24 month	\$13.50	\$13.50	\$13.50	\$13.50	\$13.50
36 month	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
48 month	\$14.50	\$14.50	\$14.50	\$14.50	\$14.50
60 month	\$14.75	\$14.75	\$14.75	\$14.75	\$14.75
72 month	\$17.05	\$17.20	\$17.35	\$17.50	\$17.65

All full-time employees active on the payroll as of date of ratification at or beyond the end rate of pay for their classification will receive a retroactive payment based on forty (40) cents per hour for all hours paid back to the date of expiry of the collective agreement.

14.02 The Employer shall determine if the position of the senior clerk, cutter or baker is required.

14.03 Full-time and part-time employees shall be paid weekly, by direct deposit for the previous week's hours up to and including Saturday.

14.04 For clarity those employees earning more than the end rate of pay in the collective agreement shall not be entitled to a wage increase until such time as the rate of pay in the collective agreement is in excess of their rate of pay.

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

ARTICLE 15 - HOURS OF WORK

15.01 The normal work week for all full-time employees shall be forty (40) hours to be worked in not more than five (5) days, but nothing in this Agreement guarantees any employee, any particular number of hours of work per day or per week.

15.02 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 the terms of this Agreement. Such work schedules are subject to change from time to time as determined by the Company.

15.03 There shall be at least ten (10) hours between the end of a scheduled shift (exclusive of overtime) and the commencement of the next scheduled shift.

15.04 The regular work schedule for employees will be prepared in ink, and posted in the store. Except where temporary changes in schedules are made due to sickness, accidents, fires, floods and similar conditions beyond the control of the Company, a new schedule will be posted by Thursday at noon if schedules are to take place the following week. The Company agrees to make a copy of the original schedule available for the Union Steward at the time of posting.

15.05 There shall be a rest period permitting an employee to be absent from his/her post of duty for fifteen (15) minutes during each half of his/her daily work shift at such times as determined by the Company. Rest periods will be scheduled as near as possible to the midway point in each half-shift as the store operations will allow. Rest periods will not be scheduled in conjunction with meal periods.

15.06 If an employee is required to work twelve (12) or more consecutive hours (except for two (2) meal periods) in any one (1) day, he shall be entitled to a further fifteen (15) minute rest period during the last four (4) hours worked.

15.07 Employees shall receive one (1) unpaid hour off for lunch. However, by mutual agreement between any employee and the Company, such employee may be scheduled for a half (1/2) hour unpaid lunch period.

15.08 No split shifts will be permitted except by mutual agreement between employee

15.08 No split shifts will be permitted except by mutual agreement between employee and Store Manager.

15.09 Sunday work shall be voluntary. Sunday work shall be over and above the regular work week. In the event that the government of New Brunswick changes the law to provide for Sunday to become a regular work day the collective agreement would be amended to reflect the same.

ARTICLE 16 - OVERTIME

16.01 All hours worked in excess of forty (40) per week, shall be paid for at time and one-half (1-1/2) the employee's straight time hourly wage rate except by mutual agreement. For any period in excess of fifteen (15) minutes, the calculation shall be from the beginning of the period. Overtime will not be paid for periods of less than fifteen (15) minutes.

16.02 All hours worked on a statutory holiday shown in Article 18.01 shall be paid at time and one-half (1-1/2), plus holiday pay.

16.03 An employee who has completed his regularly scheduled daily hours and has left the store premises, and who is notified or called to work not continuous with before or after his regularly scheduled hours, shall receive a minimum of three (3) hours' work or pay at straight time rates in lieu thereof. Unless the employee agrees to go home prior to the completion of three (3) hours work.

16.04 No employees will be forced to take time off in lieu of overtime worked.

ARTICLE 17 - PREMIUMS

17.01 A night bonus of one dollar and twenty five cents (\$1.25) per hour will be paid to all regular full-time employees who work their full scheduled shift between store closing and 9:00 a.m. of the following morning, including overtime.

The night shift bonus will be added to the employee's rate after regular time, overtime, other bonuses and holiday pay have been calculated.

17.02 An employee who is assigned by the Company the responsibility for **the customer service desk, the cash office or front end supervision** shall receive a premium of sixty five (65) cents per hour for all hours worked.

17.03 Licensed Pharmacy Technicians will receive a \$1.00 per hour premium.

17.04 Except in cases of an emergency, employees working a combination of day and night shifts in a given week will be scheduled to change only once from day to night shift hours or vice versa.

20.02 Employees shall receive one (1) weeks' vacation with pay after six (6) month's continuous full-time service, and two (2) weeks' vacation with pay after one (1) years' continuous service.

20.03 All employees who have completed five (5) year's continuous full-time service are entitled to three (3) week's vacation with pay in that calendar year.

20.04 All employees who have completed ten (10) years' continuous full-time service are entitled to four (4) weeks' vacation with pay in that calendar year.

20.05 All employees who have completed twenty (20) years' continuous full-time service are entitled to five (5) weeks' vacation with pay in that calendar year.

20.06 Vacation schedules will be posted in the store by April 1 in each calendar year. The proper operation of the business and length of service must be considered in preparing the vacation schedules. An approved vacation schedule will be posted by May 1 of each year.

20.07 In cases of dismissal for dishonesty, the legal allowance provided by the provisions of the Employment Standards of New Brunswick in effect at the time of such dismissal will be paid.

ARTICLE 21 - BEREAVEMENT LEAVE

21.01 For employees who have completed the probationary period, in the event of the death of an employee's spouse, son, daughter, or parent, such employee shall be granted leave of absence with pay for a period not exceeding **four (4)** consecutive working days **plus the day of the funeral**, for the purpose of arranging and/or attending the funeral.

21.02 For employees who have completed the probationary period, in the event of the death of an employee's sister, brother, mother-in-law, or father-in-law, such employee shall be granted leave of absence with pay for a period not exceeding **two (2)** consecutive working days **plus the day of the funeral**, for the purpose of arranging and/or attending the funeral.

21.03 For employees who have completed the probationary period, in the event of the death of an employee's brother-in-law, sister-in-law, grandparents or grandchildren, such employees shall be granted leave of absence with pay for a period not exceeding **one (1)** consecutive working days **plus the day of the funeral**, for the purpose of arranging and/or attending the funeral.

21.04 For employees who have completed the probationary period, in the event of the death of an employee's aunt or uncle, such employees shall be granted leave of absence with pay for a period not exceeding one (1) working days, for the purpose

17.05 There shall be no pyramiding of premiums found anywhere in this Collective Agreement with the exception of the night bonus.

ARTICLE 18 - PAID HOLIDAYS

18.01 There shall be ten (10) paid holidays in each calendar year during the term of the Agreement. These holidays are:

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

In addition to the above holidays, Heritage Day will be a paid holiday, if proclaimed, or another day in its place, if proclaimed by the Federal or Provincial governments.

18.02 Employees will not be paid for the above holidays unless they work their scheduled day before and scheduled day after the holiday, unless the absence is due to substantiated personal injury or illness and such substantiation is satisfactory to the Company.

18.03 If one of the above holidays is observed during the employee's vacation period, the employee shall receive an additional day either the Friday before he leaves or the Monday of the week in which he returns to work or one additional days' pay, at the option of the Company.

ARTICLE 19 - BARGAINING UNIT WORK

19.01 Salespersons, driver-salespersons and merchandise representatives will be permitted into the store for the purpose of performing work associated with their products for the express purpose of replenishing stocks, displaying and merchandising. Generally included in this group are general merchandising (Fireco) salespersons, bread and pop salespersons, Kraft Food and baby food salespersons, chip salespersons, spice company representatives and salespersons working new store openings, relining, remodeling and the building of display material during seasonal or other promotions.

It is not the intention of the Company to displace existing Bargaining Unit employees through this Article.

ARTICLE 20 - VACATIONS

20.01 The date for determining the length of an employee's vacation entitlement in a calendar year shall be May 1 in that calendar year and the regular vacation period shall be from March 1 to November 30th and no employee is entitled to more than two (2) consecutive weeks in the period June 1 - September 30.

20.02 Employees shall receive one (1) weeks' vacation with pay after six (6) month's continuous full-time service, and two (2) weeks' vacation with pay after one (1) years' continuous service.

20.03 All employees who have completed five (5) year's continuous full-time service are entitled to three (3) week's vacation with pay in that calendar year.

20.04 All employees who have completed ten (10) years' continuous full-time service are entitled to four (4) weeks' vacation with pay in that calendar year.

20.05 All employees who have completed twenty (20) years' continuous full-time service are entitled to five (5) weeks' vacation with pay in that calendar year.

20.06 Vacation schedules will be posted in the store by April 1 in each calendar year. The proper operation of the business and length of service must be considered in preparing the vacation schedules. An approved vacation schedule will be posted by May 1 of each year.

20.07 In cases of dismissal for dishonesty, the legal allowance provided by the provisions of the Employment Standards of New Brunswick in effect at the time of such dismissal will be paid.

ARTICLE 21 - BEREAVEMENT LEAVE

21.01 For employees who have completed the probationary period, in the event of the death of an employee's spouse, son, daughter, or parent, such employee shall be granted leave of absence with pay for a period not exceeding **four (4)** consecutive working days **plus the day of the funeral**, for the purpose of arranging and/or attending the funeral.

21.02 For employees who have completed the probationary period, in the event of the death of an employee's sister, brother, mother-in-law, or father-in-law, such employee shall be granted leave of absence with pay for a period not exceeding **two (2)** consecutive working days **plus the day of the funeral**, for the purpose of arranging and/or attending the funeral.

21.03 For employees who have completed the probationary period, in the event of the death of an employee's brother-in-law, sister-in-law, grandparents or grandchildren, such employees shall be granted leave of absence with pay for a period not exceeding **one (1)** consecutive working days **plus the day of the funeral**, for the purpose of arranging and/or attending the funeral.

21.04 For employees who have completed the probationary period, in the event of the death of an employee's aunt or uncle, such employees shall be granted leave of absence with pay for a period not exceeding **one (1)** working days, for the purpose

of attending the funeral.

ARTICLE 22 - EMPLOYEE CONDUCT

22.01 It is the responsibility of each employee to notify the Company (store office) of any change in his address, telephone number, marital status, number of dependents or other vital statistics. Failure to keep the Company informed of the above matters will relieve the Company of any responsibility for failure to comply with any part of this Agreement where such information is necessary in order to comply. The Company shall pass such information to the Union.

ARTICLE 23 - SAFETY

23.01 The Company agrees to maintain reasonable provisions for the safety of its employees in the store during the hours of employment and to provide an accident prevention program with reference to accident hazards where safety to an employee might be endangered.

23.02 It is the responsibility of the employee to observe and to wear and use safety equipment according to instructions and to immediately advise the Store Manager or department manager of any unsafe working conditions.

23.03 Health and Safety

The company reserves the right in the interest of Health and Safety of its employees to request a medical examination, by a qualified medical practitioner, designated by the Company as to the fitness of an employee to return to regular duty, from illness, accident or other medical reason. The Company shall pay all costs of this examination.

23.04 Employees will be covered by the terms and conditions of the AWL safety footwear policy Rev 5, as amended by the Company from time to time. It is understood that this shall constitute the minimum amount for reimbursement.

ARTICLE 24 - LAUNDRY

24.01 The Company agrees to furnish two (2) uniforms or protective garments required by the Company regulations, and to pay for the laundering or cleaning of them. Old uniforms must be returned before new ones are issued.

24.02 The Union agrees that the employee shall use such uniforms or protective garments with reasonable care and only for the purpose for which they have been furnished.

ARTICLE 25 - JOB POSTING

25.01 When an initial job vacancy occurs or a new job is created within the Bargaining Unit, the Company will post a notice on the store bulletin board. The notice shall set out the job description, qualifications required for the job, classification and wage rate.

25.02 In filling initial job vacancies in the Bargaining Unit, including promotions and new jobs, the job shall be awarded within fifteen (15) working days of posting. Any selection from among employees for jobs which are posted will be based on skill ability, qualifications, job competence and seniority, but nothing in this Agreement shall prevent the Company from filling such new position or job with a person from outside the Bargaining Unit, where no one in the Bargaining Unit has the skill and ability and/or qualifications, and/or job competence.

ARTICLE 26 - TEMPORARY ASSIGNMENT

26.01 Any employee acting as relief Store Manager, Assistant Store Manager, Head Cashier or Department Manager for five (5) working days or more will receive forty dollars (\$40.00) per week.

26.02 In the case of temporary assignment other than specified in Article 26.01 hereof, an employee temporarily assigned to a lower rated position shall not have his/her rate reduced.

26.03 In the event an employee requests assignment to a lower-rated job, he/she will receive the rate applicable to the job requested.

ARTICLE 27 - JURY DUTY

27.01 Full-time employees summoned to jury duty shall be paid wages amounting to the difference between the amount paid them for jury services and the amount they would have earned had they worked on such days. This applies on any day which the employee would have worked.

27.02 An employee who is subpoenaed by the Court to attend as a witness in connection with a criminal proceeding shall be paid in the same manner as jury duty.

ARTICLE 28 - FIDELITY BONDS

28.01 The Union agrees that it is a requirement of the Company that each employee be covered by a Fidelity bond. The Union further agrees that the Company shall have the right to terminate the employment of any employee who may, at any time, be unacceptable to the Company's bonding company. Should an employee intentionally give false or misleading information in the completing of the application for employment form, the bond application form, or about their medical history, such employee may be discharged or disciplined, subject to the right to grieve.

ARTICLE 29 - CASH SHORTAGES

29.01 No employee may be required to make up cash register shortages unless he/she is given the privilege of checking the money and daily receipts upon starting and completing the work shift, and the employee has exclusive access to the monies during the shift. All pickups will be done in the presence of the cashier, who will sign and verify the amount of pickup.

ARTICLE 30 - BENEFIT AND PENSION PLANS

30.01 Employees will be covered by the terms and conditions of the Atlantic Wholesalers benefits and pension plan as amended by the Company from time to time.

ARTICLE 31 - COMPANY MEETING

31.01 The Company may if it elects, schedule up to a maximum of two (2) informational meetings for store employees. Such meetings will be a minimum of two (2) hours in length. The Company will pay the employee for a minimum of 2 hours or the duration of the meeting whichever is greater. Employees who must travel excessive distances to attend such meetings will be given appropriate consideration in scheduling to enable them to attend such meetings.

ARTICLE 32 - PAID EDUCATION LEAVE

32.01 The Company will pay for one (1) employee per year to be away for one (1) week for education leave. One week's wages are to be determined on average of previous four (4) week's earnings.

ARTICLE 33- DURATION

33.01 This Agreement shall be effective on the date of signing by the parties and shall remain in full force and effect until **January 31st, 2020** and thereafter from year to year. Further negotiations will be subject to and in accordance with the provisions of *the Industrial Relations Act of New Brunswick*.

33.02 This Agreement will be automatically renewed from year to year unless one party give to the other party notice in accordance with the provisions of the *Industrial Relations Act*.

IN WITNESS WHEREOF the parties have executed this Agreement the 21 day of October, 2015, to be effective as of August 10, 2015 and to expire on the 31st day of January 2020, unless renewed as herein provided.

ON BEHALF OF:

ATLANTIC WHOLESALERS LTD.

MIKE DOUCETTE

DARLENE DURANT

DEREK HALCOMB

JENNIFER MILES

ON BEHALF OF:

THE UNITED FOOD AND COMMERCIAL
WORKERS UNION, CANADA
LOCAL 1288P

ALLEN LAPOINTE

COLLEEN SAVOIE

MIRIAM KENNEDY

LORI SCOTT

CRAIG WALSH

APPENDIX "A"

PART TIME EMPLOYEES

Part-time employees under this Agreement are covered as follows:

ARTICLE 1 - PURPOSE AND APPLICATION

Same as full-time

ARTICLE 2 - RECOGNITION

Same as full-time

ARTICLE 3 - UNION SECURITY

Same as full-time

ARTICLE 4 - MANAGEMENT RIGHTS

Same as full-time

ARTICLE 5 - DISCIPLINE

Same as full-time

ARTICLE 6 - UNION ACTIVITIES

Same as full-time

ARTICLE 7 - STRIKES AND LOCKOUTS

Same as full-time

ARTICLE 8 - LABOUR-MANAGEMENT RELATIONS COMMITTEE

Same as full-time

ARTICLE 9 - GRIEVANCE PROCEDURE

Same as full-time

ARTICLE 10 - ARBITRATION

Same as full-time

ARTICLE 11 - UNION STEWARD

Same as full-time

ARTICLE 12 - SENIORITY

12.01 (a) **Same as full-time, however part-time employees will have a separate seniority list.**

(b) Same as full-time, however the application of this article shall be limited to the part-time seniority list.

12.02 Part-time employees shall be considered as probationary employees until they have continuous employment with the Company for a period of ninety (90) calendar days.

12.03 Same as full-time

12.04 The Company agrees to consider seniority of part-time employees in the filling of full-time jobs on a permanent basis or for summer vacation relief work. In matters of Layoffs, recall after Layoff and reduction of full-time employee to part-time employee, the principle of seniority shall be recognized by the Company, provided the senior employee has the skill, ability and qualifications to do the job required in a competent manner.

12.05 Same as full-time

12.06 (a) Layoffs for part-time employees shall be in accordance with the Employment Standards of New Brunswick.

12.07 Same as full-time

12.08 As set out in main body.

ARTICLE 13 - LEAVES OF ABSENCE

Same as full-time

ARTICLE 14 - WAGES AND WORK CLASSIFICATIONS

14.01 **The following shall be the minimum rates of pay for part time employees hired after the date of ratification:**

(the union request a scale be printed for each year of the agreement for each scale)

Part time Scale Food	Wage	DOR, 2015	1/31/2016	1/29/2017	1/28/2018	1/27/2019
Start to 400 hours		\$10.30	\$10.30	\$10.30	\$10.30	\$10.30
401 to 800 hours		\$10.35	\$10.35	\$10.35	\$10.35	\$10.35
801 to 1200 hours		\$10.40	\$10.40	\$10.40	\$10.40	\$10.40
1201 to 1600 hours		\$10.45	\$10.45	\$10.45	\$10.45	\$10.45
1601 to 2000 hours		\$10.50	\$10.50	\$10.50	\$10.50	\$10.50
2001 to 2400 hours		\$10.55	\$10.55	\$10.55	\$10.55	\$10.55
2401 to 2800 hours		\$10.60	\$10.60	\$10.60	\$10.60	\$10.60
2801 to 3200 hours		\$10.65	\$10.65	\$10.65	\$10.65	\$10.65
3201 to 3600 hours		\$10.70	\$10.70	\$10.70	\$10.70	\$10.70
3601 to 4000 hours		\$10.75	\$10.75	\$10.75	\$10.75	\$10.75
4001 to 4400 hours		\$10.80	\$10.80	\$10.80	\$10.80	\$10.80
4401 to 4800 hours		\$10.85	\$10.85	\$10.85	\$10.85	\$10.85
4801 to 5200 hours		\$10.90	\$10.90	\$10.90	\$10.90	\$10.90
5201 to 5600 hours		\$10.95	\$10.95	\$10.95	\$10.95	\$10.95
5601 to 6000 hours		\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
6001 to 6400 hours		\$11.05	\$11.05	\$11.05	\$11.05	\$11.05
6401 to 6800 hours		\$11.10	\$11.10	\$11.10	\$11.10	\$11.10
6801 to 7200 hours		\$11.15	\$11.15	\$11.15	\$11.15	\$11.15
7201 to 7600 hours		\$11.20	\$11.20	\$11.20	\$11.20	\$11.20
7601 to 8000 hours		\$11.25	\$11.25	\$11.25	\$11.25	\$11.25
8001+ hours		\$12.50	\$12.65	\$12.80	\$12.95	\$13.10

Existing part time employees will slot into the above wage progression based on their hours worked as of the Sunday following the date of ratification and will progress from that point based on hours worked.

For part time employees whose rate of pay and hours worked do not correspond because they were hired at a higher rate of pay, they shall be deemed to have worked the hours for the purpose of slotting into the above wage scale and will progress from that point.

The following shall be the minimum rates of pay for part time Pharmacy Technicians, Bakers and Meat Cutters who meet company standards as defined by the Company.

Pharmacy
Technician/Baker/Meat
Cutter

Part time Wage Scale	DOR, 2015	1/31/2016	1/29/2017	1/28/2018	1/27/2019
Start to 400 hours	\$10.80	\$10.80	\$10.80	\$10.80	\$10.80
401 to 800 hours	\$10.85	\$10.85	\$10.85	\$10.85	\$10.85
801 to 1200 hours	\$10.90	\$10.90	\$10.90	\$10.90	\$10.90
1201 to 1600 hours	\$10.95	\$10.95	\$10.95	\$10.95	\$10.95
1601 to 2000 hours	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
2001 to 2400 hours	\$11.05	\$11.05	\$11.05	\$11.05	\$11.05
2401 to 2800 hours	\$11.10	\$11.10	\$11.10	\$11.10	\$11.10
2801 to 3200 hours	\$11.15	\$11.15	\$11.15	\$11.15	\$11.15
3201 to 3600 hours	\$11.20	\$11.20	\$11.20	\$11.20	\$11.20
3601 to 4000 hours	\$11.25	\$11.25	\$11.25	\$11.25	\$11.25
4001 to 4400 hours	\$11.30	\$11.30	\$11.30	\$11.30	\$11.30
4401 to 4800 hours	\$11.35	\$11.35	\$11.35	\$11.35	\$11.35
4801 to 5200 hours	\$11.40	\$11.40	\$11.40	\$11.40	\$11.40
5201 to 5600 hours	\$11.45	\$11.45	\$11.45	\$11.45	\$11.45
5601 to 6000 hours	\$11.50	\$11.50	\$11.50	\$11.50	\$11.50
6001 to 6400 hours	\$11.55	\$11.55	\$11.55	\$11.55	\$11.55
6401 to 6800 hours	\$11.60	\$11.60	\$11.60	\$11.60	\$11.60
6801 to 7200 hours	\$11.65	\$11.65	\$11.65	\$11.65	\$11.65
7201 to 7600 hours	\$11.70	\$11.70	\$11.70	\$11.70	\$11.70
7601 to 8000 hours	\$11.75	\$11.75	\$11.75	\$11.75	\$11.75
8001 to 8400 hours	\$11.80	\$11.80	\$11.80	\$11.80	\$11.80
8401 to 8800 hours	\$12.30	\$12.30	\$12.30	\$12.30	\$12.30
8801 + hours	\$13.50	\$13.65	\$13.80	\$13.95	\$14.10

All part-time employees active on the payroll as of date of ratification at or beyond the end rate of pay for their classification will receive a retroactive payment based on fifty (50) cents per hour for all hours paid back to the date of expiry of the collective agreement.

Existing part time employees will slot into the above wage progression based on their hours worked as of the Sunday following the date of ratification and will progress from that point based on hours worked.

For part time employees whose rate of pay and hours worked do not correspond because they were hired at a higher rate of pay, they shall be deemed to have worked the hours for the purpose of slotting into the above wage scale and will progress from that point.

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

ARTICLE 15 - HOURS OF WORK

15.01 Does not apply.

15.02 Same as full-time

15.03 Same as full-time

15.04 Same as full-time

15.05 A one (1) hour or one half (1/2) hour by mutual agreement between the Company and the employee, and two (2), fifteen (15) minute paid break periods shall be provided for shifts of eight (8) hours or more. For shifts in excess of five (5) hours, but less than eight (8) hours, a thirty (30) minute unpaid meal period will be provided in addition to one (1), fifteen (15) minute paid break shall be provided. For a shift between four (4) and five (5) hours, one (1) fifteen (15) minute paid break shall be provided.

15.06 Does not apply.

15.07 Same as full-time, when a part-time employee works a scheduled shift of eight (8) hours.

15.08 Does not apply.

When a part-time employee is scheduled to report to work and actually works that day, he/she shall be guaranteed a minimum of four (4) hours pay or the number of hours for which he/she was scheduled, whichever is greater.

In calling in or scheduling part-time employees to work, the Company agrees that length of seniority within a Department shall be recognized together with skill and ability, qualifications and competence to perform the required work and availability.

For the purpose of calling in employees to work, and where no employees are

For the purpose of calling in employees to work, and where no employees are available for call in within a Department, the Company may call in the most senior qualified employee from another Department.

It is agreed that such posting does not constitute a guarantee of work for that work week. If part-time employees are scheduled to report for work and work is not available, they will be given at least two (2) hours' prior notification not to report for work by communication with the employee or someone in his/her household whether personally or by telephone.

It is also agreed that the Company has the right to call in other part-time employees not previously scheduled to work if required by the Company.

15.09 Part time employees are scheduled within departments that are defined in each location by the Employer. The name and number of departments may be changed by the Employer from time to time after providing employees and the Union 30 days notice. Employee(s) who are in a department which is being combined will be given training in the new department and they will be offered the opportunity to apply to any vacancies in the store.

Part time employees moved between departments will maintain their rate of pay and will carry their full seniority.

ARTICLE 16 - OVERTIME

16.01 Same as full-time

16.02 (a) Same as full-time

(b) A part-time employee shall be paid for statutory holidays as set in Article 18 hereof provided such employee has received or is entitled to receive wages for at least twelve (12) calendar days during the thirty (30) calendar days immediately preceding the holiday and such employee has worked in the said employee's last scheduled working day immediately preceding the holiday and such employee's first scheduled working day immediately following the holiday. Should a part-time employee work on a statutory holiday, such employee will get time and one-half (1-1/2) plus, if eligible, holiday pay.

16.03 Does not apply

16.04 Same as full-time

ARTICLE 17 - PREMIUMS

Same as full-time.

ARTICLE 18 - PAID HOLIDAYS

18.01 Same as full-time

18.02 Does not apply, see article 16.02(b) of this Appendix.

18.03 Does not apply

ARTICLE 19 - BARGAINING UNIT WORK

Same as full-time

ARTICLE 20 - VACATIONS

20.01(a) Part-time employees will be paid four percent (4%) annually in May of each year in lieu of vacation.

(b) Part time employees who have eight (8) or more years of service as of May 1, shall receive vacation pay based on 6% of their earnings in the previous twelve months.

(c) Part time vacation pay will be paid on a separate pay deposit. The Company has agreed that part time employees may elect to have their vacation pay paid as a lump sum in May as a separate pay deposit or to have it paid as a separate pay at the time they go on vacation. The employee will have to advise the Company in advance, at a date to be determined, if they wish not to have it paid in May.

20.02 Same as full-time Article 20.06.

ARTICLE 21 - BEREAVEMENT LEAVE

21.01 Same as full-time

21.02 Same as full-time

21.03 Same as full-time

21.04 Same as full-time

21.05 When calculating a days' pay, the method will be to take the average days' pay for days worked in the four (4) weeks prior to the bereavement.

ARTICLE 22 - EMPLOYEE CONDUCT

Same as full-time

ARTICLE 23 - SAFETY

Same as full-time

ARTICLE 24 - LAUNDRY

Same as full-time

ARTICLE 25 - JOB POSTING

Same as full-time

ARTICLE 26 - TEMPORARY ASSIGNMENT

26.01 Same as full-time

26.02 Same as full-time

26.03 Same as full-time

ARTICLE 27 - JURY DUTY

27.01 Same as full-time

ARTICLE 28 - FIDELITY BONDS

Same as full-time

ARTICLE 29 - CASH SHORTAGES

Same as full-time

ARTICLE 30 - BENEFIT AND PENSION PLANS

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

ARTICLE 31 - COMPANY MEETING

Same as full-time

ARTICLE 32 - PAID EDUCATION LEAVE

Same as full-time provided the maximum number as set out in the main body is not eroded.

ARTICLE 33 - DURATION

Same as full-time

APPENDIX "B"

Full time who are active on the payroll as of the date of ratification:

The end rates of pay will be increased by **40 cents per hour** the first full pay cycle following the date of ratification.

January 31, 2016 the end rates of pay will be increased by **15 cents per hour**.

January 29, 2017 the end rates of pay will be increased by **15 cents per hour**.

January 28, 2018 the end rates of pay will be increased by **15 cents per hour**.

January 27, 2019 the end rates of pay will be increased by **15 cents per hour**.

Part time who are active on the payroll as of the date of ratification:

The end rates of pay will be increased by 50 cents per hour the first full pay cycle following the date of ratification part time employees will slot into the wage progressions outlined which are attached based upon their hours of work.

January 31, 2016 the end rates of pay will be increased by **15 cents per hour**.

January 29, 2017 the end rates of pay will be increased by **15 cents per hour**.

January 28, 2018 the end rates of pay will be increased by **15 cents per hour**.

January 27, 2019 the end rates of pay will be increased by **15 cents per hour**.

All Full time employees active on the payroll as of the date of ratification who are in the progression and not at the end rate of pay for their classification will receive a signing bonus of \$200.00 on the first pay cycle following the date of ratification.

All Part Time employees active on the payroll as of date of ratification who are in the progression and not at the end rate of pay will receive a signing bonus of \$100.00 on the first pay cycle following the date of ratification.

For clarity these wage increases noted above are applied to the end rates of pay only.

Notwithstanding the above noted wage progressions for part time and full time employees when there is an increase in the minimum wage, then an employee who started at the start rate who is affected by such an increase will be required to work for the period of time that would otherwise provide them an increase consistent with their respective wage progression.

LETTER OF UNDERSTANDING #1

BETWEEN:

ATLANTIC WHOLESALERS LTD.
(hereinafter called the "Company")

AND:

UNITED FOOD AND COMMERCIAL WORKERS UNION CANADA,
LOCAL 1288P
(hereinafter called the "Union")

The Company agrees to provide a "working copy" of the collective agreement in French (not a legal copy) and make a lump sum payment to the Union in the amount of up to \$2,500.00 toward the printing costs

SIGNED THIS 21 DAY OF October, 2015

ON BEHALF OF:

ON BEHALF OF:

UNITED FOOD AND COMMERCIAL
WORKERS UNION CANADA,
LOCAL 1288P

ATLANTIC WHOLESALERS LTD.


Allen Lapointe


Mike Doucette


Colleen Savoie


Derek Halcomb


Miriam Kennedy


Darlene Durant


Lori Scott


Jennifer Miles


Craig Walsh

LETTER OF UNDERSTANDING #2

BETWEEN:

ATLANTIC WHOLESALERS LTD.
(hereinafter called the "Company")

AND:

UNITED FOOD AND COMMERCIAL WORKERS UNION CANADA,
LOCAL 1288P
(hereinafter called the "Union")

In the event legislation changes and provides for Sunday to be a regular day of work which is part of the work week and/or is no longer voluntary the collective agreement will be amended to reflect the same.

SIGNED THIS 21 DAY OF October, 2015

ON BEHALF OF:

UNITED FOOD AND COMMERCIAL
WORKERS UNION CANADA,
LOCAL 1288P


Allen Lapointe


Colleen Savoie


Miriam Kennedy


Lori Scott


Craig Walsh

ON BEHALF OF:

ATLANTIC WHOLESALERS LTD.


Mike Doucette


Derek Halcomb


Darlene Durant


Jennifer Miles

LETTER OF UNDERSTANDING #3

BETWEEN:

ATLANTIC WHOLESALERS LTD.
(hereinafter called the "Company")

AND:

UNITED FOOD AND COMMERCIAL WORKERS UNION CANADA,
LOCAL 1288P
(hereinafter called the "Union")

The government of New Brunswick and the Pharmacists Association have changed the role of the Pharmacist that enables them to prescribe medication. At a time of the Company's choosing to meet the needs of the business, the Registered Pharmacy Technicians position will be excluded from the bargaining unit as defined in Article 2 - Recognition.

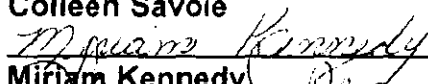
SIGNED THIS 21 DAY OF October, 2015

ON BEHALF OF:

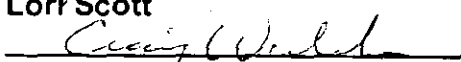
UNITED FOOD AND COMMERCIAL
WORKERS UNION CANADA,
LOCAL 1288P


Allen Lapointe


Colleen Savoie


Miriam Kennedy


Lori Scott


Craig Walsh

ON BEHALF OF:

ATLANTIC WHOLESALERS LTD.


Mike Doucette


Derek Halcomb


Darlane Durant


Jennifer Miles

LETTER OF UNDERSTANDING #4

BETWEEN:

ATLANTIC WHOLESALERS LTD.
(hereinafter called the "Company")

AND:

UNITED FOOD AND COMMERCIAL WORKERS UNION CANADA,
LOCAL 1288P
(hereinafter called the "Union")

Licensed Pharmacy Technicians

Existing Pharmacy Technicians will be offered training and will be tested to determine their competency. This will be completed by the end of 2009. Employees who do not progress to the Licensed Pharmacy Technicians wage scale will remain a Pharmacy Technician.

Employees in the Licensed Pharmacy Technicians classification must have a demonstrated ability to manage a new prescription from intake to the Pharmacist's sign off. Existing Pharmacy Technicians who progress to become a Licensed Pharmacy Technician will move to the new rate and other employees may enter this classification where there is an opening as determined by the Company. In the event that there is a dispute regarding an employee's suitability for an opening, the Director of Pharmacy will review the work history, education, availability and skills of the candidate and make a final determination of the suitability of the candidate.

SIGNED THIS 21 DAY OF October, 2015

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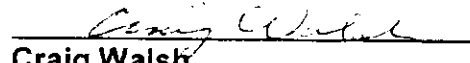
UNITED FOOD AND COMMERCIAL
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ON BEHALF OF:

ATLANTIC WHOLESALERS LTD.


Mike Doucette


Derek Halcomb


Darlene Durant


Jennifer Miles

LETTER OF UNDERSTANDING #5

BETWEEN:

ATLANTIC WHOLESALERS LTD.
(hereinafter called the "Company")

AND:

UNITED FOOD AND COMMERCIAL WORKERS UNION CANADA,
LOCAL 1288P
(hereinafter called the "Union")

Easter Sunday- In the event the legislation changes and provides for Easter Sunday to be a legal holiday, the collective agreement will be amended to reflect the same.

SIGNED THIS 21 DAY OF October, 2015

ON BEHALF OF:

UNITED FOOD AND COMMERCIAL
WORKERS UNION CANADA,
LOCAL 1288P


Allen Lapointe


Colleen Savoie


Miriam Kennedy

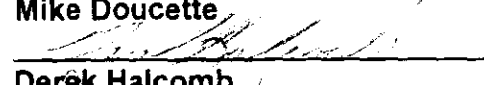

Lori Scott


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