

COLLECTIVE AGREEMENT

BETWEEN

A&P CANADA INC., LOEB DIVISION

CARRYING ON A BUSINESS AS

LOEB SOUTH PORCUPINE

AND

**RETAIL, WHOLESALE AND DEPARTMENT
STORE UNION, DISTRICT COUNCIL**

- of the -

United Food and Commercial Workers International Union



**August 7, 2007
to
August 6, 2009**

ARTICLE	INDEX	<u>PAGE</u>
	PURPOSE	1
1.	SCOPE	1
2.	RECOGNITION	1
3.	NO DISCRIMINATION	1
4.	MANAGEMENT	3
5.	UNION SECURITY	3
6.	NO CESSATION OF WORK	4
7.	ADJUSTMENT OF GRIEVANCES	6
8.	BARGAINING UNIT SENIORITY	8
9.	LEAVE OF ABSENCE	10
10.	TEMPORARY ASSIGNMENT	11
11.	WEARING APPAREL	12
12.	HOURS OF WORK & OVERTIME	12
13.	CALL OUT & REPORTING TIME	15
14.	PAID HOLIDAYS	15
15.	BEREAVEMENT LEAVE	16
16.	VACATIONS	17
17.	COMPENSATION FOR ACCIDENTS AT WORK	18
18.	HEALTH AND WELFARE	18
19.	BULLETIN BOARDS	20
20.	WAGES	20
21.	BARGAINING UNIT WORK - STUDENTS, PART-TIME AND TEMPORARY EMPLOYEES	20
22.	TERMINATION AND RENEWAL	22
Schedule "A" - WAGE CLASSIFICATIONS		
	FULL-TIME - A-1	23
	PART-TIME - A-2	24
Schedule "B" - PART-TIME EMPLOYEES		26
Letter of Agreement #1		31
Letter of Agreement #2		32

2007 - 2009

BETWEEN: **A&P CANADA INC., LOEB DIVISION**
 c.o.b. as
 LOEB SOUTH PORCUPINE
 (hereinafter called "the Company")

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

PURPOSE:

The parties hereto agree that the purpose and intent of this Collective Agreement is to promote a continued and improved labour management environment, and to provide a channel through which information may be transmitted from each of the parties to the other. The parties further agree with the principal that should differences or misunderstandings occur during the term of this Agreement, that they will attempt to resolve them through full and open discussions.

The Company recognizes that the Union and its representatives have the exclusive right of representing the members of the bargaining unit with regards to their terms and conditions of employment with the Company, and the Company further recognizes that it is the Union's function and purpose to ensure that its members are treated with dignity and respect, and that the Union's members are entitled to equitable treatment in a manner consistent with the terms of this Collective Agreement.

It is therefore desired by both parties that they should continue their efforts to maintain a harmonious labour management relationship. In this regard, the parties enter into this Collective Agreement.

ARTICLE 1 - SCOPE:

1.01 The Company recognizes the Union as the sole and exclusive bargaining agent of the Company, save and except Meat Manager, Grocery Manager, Produce Manager, Service Manager, Store Director, and Assistant Store Director not to exceed one (1) person, and bookkeeper, and those above the rank of Store Director.

ARTICLE 2 - RECOGNITION:

2.01 The Company recognizes the Union as the sole collective bargaining agency for the said employees of the Company with respect to rates of pay, hours of work and other conditions of employment.

ARTICLE 3 - NO DISCRIMINATION:

3.01 There shall be no discrimination by the Company or the Union against any employee because of race, colour, religious beliefs, political opinions, union activities, or for any other reasons.

3.02 HARASSMENT PROHIBITED

The Company agrees that discrimination and/or harassment of any employee because of colour, national origin, religion, age, marital status or disability is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Action contravening this policy will constitute grounds for discipline.

3.03 SEXUAL HARASSMENT

Sexual harassment means any repeated unwelcome words or actions made by a person who knows or ought to know it is unwelcome and includes the following:

- (a) Unnecessary touching or patting
- (b) Suggestive remarks or other verbal abuse
- (c) Compromising invitations
- (d) Demands for sexual favours
- (e) Physical assault

3.04 COMPLAINT PROCEDURE

A complainant may either initiate a grievance as per the grievance procedure of the Collective Agreement or file a written complaint with the Director of Human Resources or their designate and a copy shall be sent to the alleged harasser and to the Union office.

3.05 INVESTIGATION

The Parties agree that in the event of a complaint of sexual harassment it will be investigated thoroughly by both parties in confidence. Employees reporting any incident of harassment are guaranteed protection from reprisal due to filing such a complaint, excepting as provided in Section 3.08 of this Article.

3.06 RIGHT OF ARBITRATOR

An Arbitrator or Arbitrator Board hearing a complaint or grievance under this article shall have the authority to:

- (a) Dismiss the grievance or complaint
- (b) Determine the appropriate discipline up to and including dismissal
- (c) Decide that the alleged harasser be transferred, demoted or decide to impose other terms or conditions necessary to provide final and conclusive settlement of the grievance.
- (d) In no event shall the Arbitrator or Arbitration Board have the authority to alter, modify or amend the Collective Agreement in any respect.

3.07 TRANSFER OF HARASSER

Where sexual harassment is proven and results in the transfer of an employee, it shall be the offender who is transferred. The complainant shall only be transferred with the complainant's consent.

3.08 FALSE ACCUSATIONS

Any employee who makes a claim of harassment that is unfounded or proven to be untrue shall be subject to discipline up to and including discharge.

ARTICLE 4 - MANAGEMENT:

4.01 The Union acknowledges the right of the Company to manage its business in all respects, to direct the working force, to introduce new and improved methods and facilities and to establish and maintain reasonable rules and regulations.

4.02 The Union acknowledges further that it is the function of the Company to hire, promote, demote, transfer and lay-off employees, and to suspend, discipline and discharge employees for just and sufficient cause. Any exercise of these rights in conflict or inconsistent with the provisions of this agreement shall be subject to the provisions of the grievance procedure set forth in Article 7.

ARTICLE 5 - UNION SECURITY:

5.01 The parties agree that all employees covered hereunder shall, as a condition of their employment, become and remain members of the local union in good standing in accordance with the by-laws and constitutions of the Union.

5.02 Any new employee hired after the signing of this agreement shall, prior to the completion of his probationary period, make application for membership in the Union and shall become and remain a member of the Union in good standing as a condition of his continued employment with the Company.

5.03 The Company shall deduct the local union initiation fees and the weekly regular union dues and special assessments in the amount and manner specified by the Union by-laws and constitutions from each pay cheque due to each employee covered by this agreement and remit such monies so deducted to the Union presently located at 230 Regent Street South, Sudbury, Ontario, P3C 4C5 on or before the fifteenth (15th) day of the month following the month in which such deductions have been made. The Company will at the same time submit a list of the employees from whose pay such deductions have been made. Such list shall include new hires and/or terminated employees for each month and may be sent via email.

5.04 In the event that any employee, who is required to obtain and maintain membership in good standing in the Union, is denied membership or is suspended or expelled from the Union so that under the terms of this agreement such employee may not continue to be employed, the Union shall send to the Company, a statement of the reasons for the action being taken in refusing membership or suspending or expelling that person from the Union.

5.05 The Union agrees that, in taking such action against any employee, it shall neither act in a discriminatory manner or refuse membership or impose expulsion or suspension for any reasons contrary to its own constitution or local union by-laws.

5.06 It shall be the Company's responsibility to show on each employee's annual T-4 slip, the full amount of union dues paid by such employee during the previous calendar year.

5.07 NEW EMPLOYEES TO SIGN MEMBERSHIP CARDS

New employees shall be documented and union membership application cards signed by the employee shall be forwarded to the Union Office within two (2) weeks of the hiring of a new employee.

5.08 The Company agrees to forward to the Union Office, on a bi-annual basis, a complete alphabetical listing of all employees including their home address, phone number, starting date, department and social insurance number, separated into full time and part-time.

5.09 UNION "SHOP" CARDS

It will be the duty of the Company to prominently display union shop cards or decals in or on the establishment in view of the public in mutually agreed locations, wherein union members are employed. These cards and/or decals shall remain the property of the Union and the Company shall have their usage only until such time as the Union shall request their return. The Company agrees to surrender same immediately upon demand by the Union.

5.10 UNION PINS

Employees may wear union pins and/or similar object while on duty, where such does not pose a health or safety violation.

ARTICLE 6 - NO CESSATION OF WORK:

6.01 In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union and its members agree that, during the life of this agreement, there will be no strike or work stoppages.

The Company agrees that there will be no lockout of employees during the life of this agreement.

The term "strike" and "lockout" shall be defined in accordance with the definitions set out in the Labour Relations Act.

6.02 REPRESENTATION

The Company agrees to recognize up to four (4) union stewards as appointed by the Union for the purpose of handling grievances and attending meetings with management in the administration of this agreement on behalf of the employees covered hereunder. The Union shall notify the Company in writing of the names of such stewards at the time of their appointment and the Company shall not be required to recognize any steward until it has been so notified.

6.03 The stewards shall be allowed necessary time off work without loss of pay for the purpose of processing grievances during working hours in the store provided:

- (a) they obtain prior consent from management, which shall not be unreasonably withheld;

- (b) such time off shall be of reasonable length and shall not unduly impair the efficient operation of the business;
- (c) the chief steward shall, upon request by the Union Office, given at least two (2) work days notice, in advance, be allowed to be off work for up to four (4) hours, once per month, without pay, to attend Union business for which the Union requires his presence away from the Company premises.
- (d) On commencing employment, the Company shall introduce the new employee to the Union Steward who shall then provide them with a copy of the Collective Agreement and shall explain the rights and privileges under this Agreement. The Steward shall be allowed fifteen (15) minutes with the employee during business hours for such purpose and shall suffer no loss of pay.

6.04 (a) The Union Bargaining Committee shall be comprised of three (3) bargaining unit employee representatives along with full-time staff representatives of the Union.

- (b) The Union Bargaining Committee shall upon one week's notice, in writing, be allowed off work one (1) day, without pay, in the month preceding the month in which the contract expires, and one (1) further day without pay following ratification of a memorandum of agreement.

6.05 The Bargaining Unit employee representatives on the Union Bargaining Committee shall be paid their straight time hourly rate to a maximum of eight (8) hours for all negotiation meetings with the Company that occur within a regular work day.

6.06 No individual member or group of members shall undertake to represent the local union at a meeting with Management without proper authorization by the local union, and the Company shall not recognize any such individual member or group of members.

6.07 SAFETY AND HEALTH COMMITTEE

- (a) The Company and Union agree to establish within ninety (90) days following the signing of this Collective Agreement a permanent Safety and Health Committee, and in so doing, the parties agree to maintain reasonable policies and practices to ensure the safety and health of the employees and the customers of the Company.
- (b) The Safety and Health Committee shall be comprised of at least one (1) person selected by the Company and at least one (1) person appointed by the Union.
- (c) The Safety and Health Committee shall meet not less than once every three (3) months and during such meetings shall perform a safety inspection of the store operations.
- (d) The Committee shall record and keep an accurate set of minutes of all such meetings and shall as its prime objective make recommendations to the Company for the continued or improved safety practices and procedures of the store.
- (e) The Union and the Company shall receive a copy of all such minutes and recommendations of the Committee.

- (f) The Company shall examine and respond to all such committee recommendations as soon as practicable, including the necessary repair that may be recommended by the Committee.

ARTICLE 7 - ADJUSTMENT OF GRIEVANCES:

7.01 Should any difference arise between the Company and any of the employees, or between the Company and the Union, as to the interpretation, application or alleged violation of any of the provisions of the agreement, an earnest effort shall be made to settle such difference without undue delay in the following manner:

STAGE ONE

The employee concerned and a Union Steward or Union representative may within seven (7) calendar days of the alleged occurrence said to have caused the grievance, take the matter up with the Store Director/Manager who shall give his answer verbally within five (5) calendar days. The Store Director/Manager, a Union steward or a union representative will confirm in writing, that a Stage One meeting had taken place, showing, on a form to be supplied by the Union, the date, grievor's name, and indicate that a verbal Stage One meeting has been held.

This form will be signed by the Store Director/Manager. The Steward will sign and date the form immediately upon receiving the Store Director/Manager's decision. If the grievance is not satisfactorily settled, then;

STAGE TWO

A committee of the Union comprised of not more than two (2) employees of the Company and/or not more than two (2) union representatives may, on behalf of the employee, present the grievance, in writing, to the Management within seven (7) calendar days after the decision has been received at Stage One, who shall discuss the matter with such committee within fourteen (14) calendar days or such other dates as may be mutually agreed upon by the parties, and give a written decision not later than seven (7) calendar days after such discussion is concluded. If a satisfactory settlement of the grievance is not reached it may be dealt with as hereinafter provided by arbitration.

7.02 Arbitration – If a grievance is not settled to the satisfaction of either party at Stage Two, then within thirty (30) calendar days following receipt of the written reply from Stage Two, either party may request that the grievance be submitted to Arbitration as follows:

- (a) The Employer and the Union shall endeavor to choose a mutually acceptable arbitrator who shall hear the arbitration. Should the Employer and the Union fail within five (5) days to agree to an arbitrator, then an application shall be made to the Ontario Ministry of Labour requesting them to appoint an arbitrator forthwith.
- (b) The arbitrator so chosen by either of the above methods shall hear evidence of both parties and render his decision within seven (7) days after the completion of taking evidence. It is understood that the arbitrator has no authority to alter, amend, modify or annul any part of this agreement. It is further understood that the decision of the arbitrator shall be final and binding upon both parties.

- (c) No person shall be appointed as an arbitrator who has been involved in the grievance.

7.03 No matter shall be submitted to arbitration which has not been properly carried through all the required steps of the grievance procedure. Only grievances which arise through the interpretation, application or alleged violation of the provisions of this agreement, shall form the subject of arbitration:

- (a) the arbitrator shall not be authorized to make any decisions inconsistent with the provisions of this agreement, nor to alter, modify or amend any part of this agreement;
- (b) the fees and all related costs of the single arbitrator shall be borne equally by the parties;
- (c) if the arbitrator decides that a discharge was without just and sufficient cause, the arbitrator may reinstate the employee and may reimburse them for all time lost from the date of discharge up to the date of reinstatement, less any amounts earned by the employee in the interval or by any other arrangement which is just and equitable.
- (d) Notwithstanding anything contained in this Collective Agreement either party may request the Minister of Labour for Ontario pursuant to Section 49 of the Labour Relations Act, 1995, to refer a grievance to a single arbitrator.

GENERAL

7.04 The time limits mentioned in this Article 7 may be extended by mutual agreement between the parties. If either party fails to answer any grievance within the time limits the grieving party may move the grievance to the next stage and so on until final settlement is reached.

7.05 Any difference arising directly between the Company and the Union as to the interpretation, application or alleged violation of any of the provisions of this agreement shall be dealt with by the Store Director/Manager of the Company or his replacement and a business representative of the Union and may be submitted to a board of arbitration as provided herein, if not settled within fifteen (15) calendar days.

7.06 Wage grievances shall be taken up within seven (7) calendar days after the employee has received his disputed pay.

7.07 The Company will not discipline or discharge any employee without just and sufficient cause.

7.08 If a discharged employee believes that his discharge was without just and sufficient cause, he may file a grievance which shall be immediately taken up at Stage Two of the grievance procedure, provided the grievance is filed within fourteen (14) calendar days from the date of discharge. The Company will give notice in writing of the reasons for discharge and the Company shall, within such time, mail a copy of such notice to the Union Office and to the Chief Steward.

7.09 If an employee is demoted as a result of discipline or disciplined in another manner and he believes that such demotion or discipline is without just and sufficient cause, he may file a grievance. The Company will give notice in writing of the reasons for such demotion or discipline to an employee within four (4) calendar days of the date of the demotion or discipline. The union steward or his replacement shall be given copies of all disciplinary notices given to employees at the time they are

issued, and the Company shall immediately send a copy of all such notices to the Union office.

7.10 All written notices of discipline more than twelve (12) months old shall not thereafter form part of an employee's record and shall not be admissible in evidence at arbitration.

7.11 When an employee, who is covered by this Collective Agreement, is called in to a meeting with Management, to investigate the employee's alleged misconduct or to impose discipline upon them, a Union Steward or Union Representative will be present during the meeting, or if no Steward is available, time limits shall be adjusted accordingly. Failure to comply with this Article will result discipline to be null and void.

7.12 The Company shall take disciplinary action against an employee within fourteen (14) calendar days of the date of the incident or within fourteen (14) calendar days of the date on which Management became aware of the incident.

7.13 A full-time representative of the union and/or a union steward shall be entitled to inspect and make copies of the time cards, and similar work records which relate to that grievance.

ARTICLE 8 - BARGAINING UNIT SENIORITY:

8.01 An employee shall be on probation during his first forty-five (45) days worked without seniority rights during which period he may be dismissed by the Company without recourse. Upon completion of his probationary period his name shall be added to the seniority list and the seniority shall be computed from the day he first commenced to work for the Company.

8.02 APPLICATION OF BARGAINING UNIT SENIORITY

Bargaining Unit Seniority is the principle of granting preference to full-time employees for promotions, demotions, lay offs, and recall after lay-offs in accordance with the length of accumulated service, but only when an employee has the qualifications necessary to fill the normal requirements of the job.

8.03 Bargaining unit seniority means the relative ranking of the employees as determined by their respective length of accumulated seniority with the Company in the bargaining unit.

8.04 The Company shall post a seniority list of all full-time and part-time bargaining unit employees in a prominent place in the store every three (3) months and a copy of such list shall be forwarded to the Union office, presently located at 230 Regent Street, Sudbury, Ontario, P3C 4C5.

8.05 LAY-OFFS

- (a) In the case of a lay off of a full-time employee(s) due to lack of work, the employee(s) affected shall be given one (1) week's notice or one (1) week's pay in lieu of such notice. The above shall not apply in the event of fire, floods or similar conditions beyond the control of the Company.
- (b) In the event of a full-time employee being subject to lay off, such employee will be given the opportunity to displace a more junior employee. He shall be paid in accordance with the wage scale and shall be granted a reasonable familiarization period in such new classification.

- (c) In the event of a lay off of a full-time employee, the Company shall meet with the Union to consider an alternative work week.

8.06 SENIORITY ON RECALL

In the event that any employee is laid off for lack of work, such employee shall retain their bargaining unit seniority and be entitled to recall in accordance with their bargaining unit seniority standing up to eighteen (18) consecutive months following their lay off, before other permanent help is hired, provided that such employee makes himself available, within fourteen (14) calendar days after the mailing of the notice to return to work by the Company, which notice shall be sent by registered mail to the employee's address last recorded with the Company, unless there is an acceptable reason.

8.07 BREAK IN BARGAINING UNIT SENIORITY

A break in seniority shall be deemed to have occurred and employment shall be terminated if an employee:

- (a) quits;
- (b) is discharged and such discharge is sustained by the arbitrator if the case is taken to arbitration;
- (c) fails to return to work in accordance with the provisions of 8.06;
- (d) fails to return to work after the completion of a leave of absence, unless a reason satisfactory to the Company is given by the employee for inability to return to work on the date mentioned in the signed leave of absence form;
- (e) is absent without leave of absence for a period in excess of three (3) days and returns to work without a reason acceptable to the Company. Provable sickness or accident or proven inability to communicate with the Company shall be considered a satisfactory reason.

8.08 TRANSFERS OUT OF BARGAINING UNIT

Anyone transferred out of the bargaining unit will continue to accumulate bargaining unit seniority rights for twelve (12) months following his transfer, after which time he shall have no bargaining unit seniority.

8.09 JOB POSTING

In the event that a vacancy or a newly created position comes open, notice of such vacancy or newly created position shall be posted for five (5) calendar days on bulletin board or boards provided on the premises for such purpose. All such notices shall designate the job classification, title, the shift, the rate of pay of such job, and the date such notice was posted. Any employee may apply for such job within the time limit specified above.

All such completed notices shall be in duplicate and signed by the Store Director/Manager.

Those employees wishing to apply for such vacancy or newly created position shall do so by affixing their signature to the job posting notice. Such signature shall be witnessed by a Company representative and dated.

After such notice has been posted for five (5) calendar days, it shall be removed from the bulletin board or boards, and a copy of such notice shall be forwarded to the Union.

If an employee is absent from work and during such absence a job posting is made, such employee will be considered an applicant provided he or a union steward acting as his agent and upon his request affixes the employee's name to the posting within the stipulated five (5) calendar day period.

The Company shall, within three (3) calendar days after the notice has been removed, post on the same bulletin board or boards for at least five (5) calendar days the name and length of service of the successful applicant, a copy of which shall also be forwarded to the Union.

Temporary vacancies of thirty (30) days or more will be posted when replacements are required to handle the work load.

8.10 The following factors shall determine which employees shall fill the vacancy or newly created position:

- (a) the seniority ranking of the employees in the bargaining unit;
- (b) the ability of the individual to fulfil the normal requirements of the job.

8.11 Employees shall be given a reasonable familiarization period if necessary on new jobs for which they have applied and became the successful applicants.

8.12 In the event that there is no successful applicant to such posted vacancy or newly created position, from with the full-time employees, the Company shall then consider applications from part time employees in accordance with Schedule "B".

8.13 In the event that there is no successful applicant to such posted vacancy or newly created position, the Company will be free to hire employees from outside the bargaining unit.

ARTICLE 9 - LEAVE OF ABSENCE:

9.01 The Company, upon request of the Union shall grant a leave of absence, without pay, to up to four (4) employees who may be selected by the Union to attend Union business, providing such request is made at least two (2) weeks in advance. It is agreed that such leaves of absence shall not exceed two (2) weeks in duration.

9.02 The Company shall grant leave of absence without pay or benefits to one (1) employee who may be selected by the Union to fill an office or act in any capacity for the Union. If the employee returns within 36 months, they may occupy their former position and if it does not exist, any position in accordance with their seniority standing and qualifications. Any person appointed full-time to replace such person on a Union Leave of Absence will be reverted back to their former part-time position with full seniority upon return of the person on the union Leave of Absence notwithstanding that which is set out in Article 8.02.

9.03 The Company will consider the granting of a leave of absence to any employee for any other legitimate reason.

9.04 PREGNANCY/PARENTAL LEAVE

- (a) An employee, with at least three (3) months' continuous employment, shall be granted pregnancy leave of absence provided she makes application in writing to the Store Director\Manager and files a certificate from a medical doctor specifying the expected date of delivery. The leave of absence will be for a total of eighteen (18) weeks and should the employee fail to return to work by the expiry date she will be deemed to have voluntarily terminated her employment with the Company. The employee will give two (2) week's notice in writing to the Store Director\Manager of her intention to return to work, however, in no case will an employee return during the six (6) weeks immediately following the delivery of the child.
- (b) In the event of miscarriage, the leave of absence will terminate eight (8) weeks from the date of the miscarriage; however, the employee will be allowed to return to work one (1) week following the presentation of a satisfactory certification from her doctor.
- (c) Pregnancy leave of absence will be without pay but with full benefits. Employees shall continue to accumulate seniority while on such leave of absence. The employee will be re-instated in her former position and the employee will be given credit for her service prior to the commencement of the leave of absence. She will receive the same salary she received at the commencement of her leave of absence, plus any general increase which may have been granted in the interim.
- (d) In addition to Section 9.04 (a) (b) and (c), an employee shall be entitled to a seventeen (17) week unpaid parental leave of absence, providing he or she has been employed for a minimum of thirteen (13) weeks with the Company immediately preceding the birth of the child or a parents commencement of having custody, care or control of a child for the first time of such event.

9.05 All leaves of absence as set out in this Article 9, in excess of one (1) day shall be in writing and signed in triplicate by the Company and the employee. One copy shall be retained by the Company, and a copy shall be given to the employee, and one copy shall be forwarded to the Union. Such granted leaves of absence shall be without pay, but shall not, however, cause any loss or any break in any employee's seniority rights.

9.06 The Store Director/Manager may verbally give leave of absence for one day or less.

ARTICLE 10 - TEMPORARY ASSIGNMENT:

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

10.02 An employee temporarily transferred to work in a higher classification in the bargaining unit for more than one (1) day in a calendar week shall be paid at the level of the salary scale in the higher classification which represents an increase or one dollar (\$1.00) per hour, whichever is the greater. In no case shall an employee earn more than the end rate when performing work in the higher classification. Such payment shall be retroactive to the first day.

10.03 An employee temporarily transferred to replace a Department Manager for more than one(1) day in any week shall receive one dollar and fifty (\$1.50) cents per hour for each hour worked or a rate of pay in the manager's classification that would result in an increase (whichever is greater of the two) in such capacity which shall be retroactive to the first day worked. When relieving a non-union manager, the union manager's rates of pay shall be used in determining relief pay except in the case of the bookkeeper in which the premium of one dollar and fifty cents (\$1.50) will apply.

10.04 It is understood that an employee receiving the premium of one dollar and fifty (\$1.50) cents per hour or the manager's rate of pay shall not also be entitled to the premium outlined in Article 10.02.

ARTICLE 11 - WEARING APPAREL:

11.01 (a) Except for the meat department, whose uniforms shall be cleaned by the Company at no cost to the employees, other store employees will be required to clean wearing apparel when supplied by the Company.

(b) Employees who work in the freezer will be supplied with insulated vests.

(c) The Company shall supply full-time employees with two (2) complete uniforms per year at no cost to them. Part-time employees shall be entitled to one (1) complete uniform per year at no cost to them. Any additional uniforms required will be supplied by the Company. Uniforms (wearing apparel) shall be any article of clothing that the Company requires an employee to wear, excepting footwear.

(d) The Company shall purchase and make available sufficient raincoats and winter coats so that employees may at all times have such available for use when they are assigned to work outside the store, in particular when assigned to front end service. The Company shall have these coats cleaned regularly and repaired as required.

11.02 Effective on or about January 15th of each calendar year of this Agreement, the Company, upon presentation of a receipt, shall pay a foot wear allowance of seventy-five (\$75.00) dollars to all employees required by the Company to wear safety shoes.

ARTICLE 12 - HOURS OF WORK AND OVERTIME:

12.01 The normal work week for all full-time store employees covered by this agreement shall consist of forty (40) hours per week on the basis of five (5) shifts of eight (8) hours each. These shifts may be non-consecutive.

12.02 WORK SCHEDULE

The arrangement of the work schedule is to be directed by the Company in accordance with the proper operation of the business. The Company will post, no later than 12:00 noon Thursday, a schedule showing the hours of work for store employees for work to be performed the following week, in a location which is accessible to employees. Schedules will be made in ink and when changes are required the person making such changes shall initial them. The Steward shall receive a copy of the schedule. The Company reserves the right to alter the schedule to reflect business emergencies.

- 12.03 (a) Day shift will be scheduled between the hours of 6:00 a.m. and 6:00 p.m., excepting the bakery department, which may be scheduled between the hours of 5:00 a.m. and one (1) hour after the store is closed for customer shopping. The evening shift will end up to one (1) hour after the store is closed for customer shopping and commence nine hours earlier. Night shift will be scheduled between store closing and 8:00 a.m.
- (b) If an employee is scheduled or if his schedule is changed and such schedule or change in schedule results in a short change then it is agreed that the employee must have at least eight (8) hours off between such short change.
- 12.04 An employee may be scheduled to work two (2) evening shift per week.
- 12.05 (a) All full-time employees shall be scheduled to have as consecutive days off in each four (4) week period, commencing four (4) weeks following the store opening either a (Saturday-Sunday) - or - a (Sunday-Monday) as their regular scheduled days off.
- (b) The Company agrees to grant each full-time employee the Saturday off prior to commencement of the employee's vacation week(s) as their regular day off providing the Company can maintain a qualified sufficient workforce.
- 12.06 NIGHT SHIFT
- (a) In the event that the Company should institute a regular night shift for more than two (2) consecutive weeks, it will, when designating employees to work in the night shift, first ascertain the names of those employees who desire night shift work. If insufficient volunteers are acquired, the employees in the store will be required to take their turn on a two (2) week rotation basis.
- (b) Regular night shifts will consist of five (5) consecutive night shifts, excluding holidays, from 10:00 p.m. Sunday to 8:00 a.m. Saturday. A night crew shift for Saturday evening to Sunday morning may be scheduled. This shift shall be voluntary for existing employees, but shall be part of the work week for any employee hired after (date of ratification). Employees hired prior to (ratification date) working this Saturday-Sunday shift shall continue to receive the \$1.60 per hour Sunday premium. The employees hired after (date of ratification) shall not be entitled to the Sunday premium of \$1.60 per hour.
- (c) Employees who prefer to work steady nights and who are qualified will not participate in the rotation schedule. At such time as he notifies the Company that he wishes to be placed on the rotation schedule, he shall be placed on the regular day shift schedule within ten (10) days of notification.
- (d) Until a regular night shift is implemented, employees may be periodically scheduled for night shift.
- (e) No employee will be required to work alone on a night shift.

12.07 (a) A night shift premium of one dollar (\$1.00) per hour will be paid on all hours worked on the night shift as set out above.

(b) Bakery Department employees who may be required to commence their shift prior to 5:00 am shall be entitled to the premium as set out in Article 12.07 (a) for all hours worked.

12.08 If non-union personnel is not on duty on a night shift, an employee will be placed in charge to direct the other employees and such employee shall, in addition to the applicable night shift premiums set out above in section 12.07, be paid seventy-five cents (.75¢) per hour for all hours he remains in that capacity.

12.09 OVERTIME

All hours worked in excess of forty (40) hours per week or in excess of the regular daily work schedule will be paid for at the rate of one and one-half (1 1/2) times the employee's regular hourly rate. Overtime will not be paid unless the time worked exceeds five (5) minutes. If the time worked exceeds five (5) minutes, then pay will be computed from the termination of the regular work schedule.

12.10 A fifteen (15) minute break period with pay shall be allowed to all employees for each four (4) hour shift. No employee will be requested to take a break period before starting or within the first one-half (1/2) hour of work or within one-half (1/2) hour of his dinner or supper hour.

12.11 In the event that the Company puts into effect a New Department, the Union and the Company shall meet to mutually agree on the required work schedules.

12.12 All time worked by a full-time or part-time employee on a Sunday when the store is not open for customer shopping shall be paid at double the employee's regular hourly rate of pay, excepting work performed on Sunday by a regular night shift employee that is part of the regular night shift schedule shall not be subject to payment at double time, or employees scheduled to work on Sunday who report two (2) hours prior to store opening for customer shopping and for work performed one (1) hour after store closure when open for customer shopping. Hours worked on a Sunday when the store is not open for customer shopping due to renovations shall only attract a premium of one dollar and sixty cents (\$1.60) per hour for all hours worked. The Sunday premium of \$1.60 per hour shall not be payable to new hires after the date of ratification.

12.13 (a) Work on Sunday is strictly voluntary for employees hired prior to the (date of ratification). Any new hire after the (date of ratification), Sunday shall be part of their work week;

(b) The Company will continue to offer Sunday work to existing employees at the date of ratification first, as required by seniority, by occupation, from among those who volunteer to work Sunday. If required, the Company will schedule new hires (after the date of ratification) for Sunday work by seniority, by occupation;

(c) For full-time employees hired prior to the (date of ratification), hours worked on Sunday shall not be counted for the purposes of weekly overtime in accordance with Article 12.09 unless an employees' hours for such week exceed forty-four (44) hours in that week;

(d) For employees hired prior to the (date of ratification), all time worked on Sunday shall be paid at the employee's regular rate of pay plus a premium of \$1.60 per hour. New hires after the (date of ratification) shall not be entitled to the Sunday premium of \$1.60 per hour;

- (e) Full-time employees hired before the date of ratification must advise management on the Monday prior to the Sunday if they wish to volunteer to work on that Sunday. Part-time employees hired before the date of ratification must advise management at the beginning of the last week of the month for their availability for Sunday work for the entire month.

ARTICLE 13 - CALL-OUT AND REPORTING TIME:

13.01 If any full-time employee is called out to work for any reason other than his regular work shift, he shall be paid a minimum of four (4) hours pay at the regular rate.

13.02 If an employee reports for work on his regular shift and was not told on the previous day not to report, and there is no work available, he shall be paid a minimum of four (4) hours pay at his regular rate.

ARTICLE 14 - PAID HOLIDAYS:

14.01 There shall be paid holidays during the term of this agreement as follows:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	One (1) Floating Holiday

14.02 (a) In addition to the holidays listed in this agreement, if Remembrance Day and/or another holiday is proclaimed as an official full or part day holiday and is generally observed by the retail food trade in the area as a holiday in the closing of their stores, the Company agrees to recognize these as additional holidays.

- (b) Regarding the one (1) floating holiday per year, an employee shall be required to give the Company two(2) weeks notice, in writing, prior to the date the employee wishes to take said personal holiday. The Company shall not be required to allow more than two(2) employees to be absent from the store due to floating holidays on any given day. In the event more than two (2) employees request such floating holiday on the same day, then seniority shall govern. The period from December 15th. to January 15th. shall be exempt from this provision and may be granted solely by Company discretion.

14.03 Qualifications and calculations for paid holidays shall be as per the Employment Standards Act as it may be from time to time.

14.04 If a holiday falls during an employee's vacation, he shall be paid for the holiday or granted an extra day off within thirty (30) days.

14.05 All hours worked on holidays as listed in Article 15.01 shall be paid for at the rate of one and one-half (1 1/2) times the regular hourly rate plus the holiday pay.

ARTICLE 15 - BEREAVEMENT LEAVE:

15.01 The Company agrees to grant employees time off with pay at the time of the death of the following relatives;

Up to five (5) days off with pay in the case of:

Son or Daughter, Wife or Husband, Stepchild, Brother, Sister;

Wherever "father, mother, brother, sister" appears, it would also apply to step-relative.

Up to three (3) days off with pay in the case of:

Father, Mother, Step-Father, Step-Mother, Step-Brother, Step-Sister, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Son-in-law, Daughter-in-law, Grandparents (ie. Canon Law), Grandchild;

Up to one (1) day off in the case of:

an Uncle, Aunt, Niece or Nephew.

In the event that additional days off are requested, the days over those specified above shall be without pay.

15.02 JURY DUTY

- (a) When an employee is called upon to serve on a Jury or when subpoenaed to act as a Crown Witness, the Company shall pay the difference between the fee received from the Crown and the employee's regular weekly wage rate.
- (b) Employees shall not be required to report back for work if such employee is absent for more than six (6) hours on any day required to serve on a jury or when subpoenaed to act as a crown witness or for any other legitimate absence.

15.03 MILITARY LEAVE

A leave of absence upon two (2) weeks of notice and a letter from the Commanding Officer shall be granted to an employee for the purpose of allowing such employee to be provided with training in the Canadian Armed Forces, during peace time not to exceed 120 days per year. During such leave of absence, the employee's seniority shall continue to accrue. In the event that such employee serves in war time, such employee shall be considered on a granted leave of absence until he is discharged from duty and he/she shall have ninety (90) days to report back to work. Upon return to work, the employee shall be reinstated to their former classification, rate of pay and with an accumulation of seniority for all time spent on such leave of absence. Notwithstanding the above, in the event an employee wishes to participate in an overseas NATO, UN, or any other sanctioned mission by the Canadian Armed Forces, the Employer agrees, upon four (4) weeks notice, to grant such leave. Such leave shall not be longer than eighteen (18) months in duration.

ARTICLE 16 - VACATIONS:

16.01 All employees with one (1) or more years of service with the Company shall be granted two (2) weeks' vacation with pay based on their regular rate of pay. Employees with three (3) or more years of service shall be granted three (3) weeks' vacation with pay based on their regular weekly rate of pay. Employees with ten (10) years or more of service shall be granted four (4) weeks' vacation with pay based on their regular weekly rate of pay. Employees with eighteen (18) years of service shall be granted five (5) weeks vacation with pay based on their regular weekly rate of pay.

16.02 An employee who is entitled to three (3) or more weeks of vacation may, at his option, take them at either one or two periods provided that such does not unreasonably affect the operation of the store.

16.03 Vacation shall be taken within ten (10) months from the date of entitlement - May 31st, unless special permission is otherwise received from the Store Director/Manager.

16.04 Employees with less than one (1) year service at date of termination will receive vacation pay in accordance with the Employment Standards Act. Employees with one (1) or more years service on leaving the Company will be paid vacation pay on a pro rata basis in accordance with Article 16.01 above.

16.05 Employees shall receive their vacation pay prior to going on vacation.

16.06 Employees shall be given preference for vacation dates by seniority. The Company reserves the right to restrict vacation dates due to having to maintain a sufficient work force to run the operation; however, a minimum of one (1) employee per department shall be entitled to be absent on vacation during any week (excepting the period of December 15 through December 31 of each calendar year).

16.07 Vacation schedules shall be posted by the Company not earlier than April 1st but not later than April 15th of each year. Such schedule shall remain posted until May 1st of each year. During the above period, employees shall indicate their vacation time off to be taken. There shall be no changes to the vacation schedule after May 1st, an employee shall then be entitled to take their vacation as scheduled. A copy of the final vacation schedule shall be posted on the Union bulletin board.

16.08 For clarity, the vacation accrual period is from June 1st to May 31st.

16.09 Employees who work steady nights shall have their vacation pay paid including night shift premium.

16.10 (a) The Company agrees to provide to all full-time employees three (3) days per year for sick leave. These sick days will be paid at seventy-five percent (75%) of their regular pay. These days will not be cumulative and unused days will not be paid out at the end of the calendar year. Employees with less than one (1) year of service shall receive sick leave on a prorated basis.

(b) Employees with more than two (2) weeks vacation may at their discretion take one (1) of their remaining weeks by the day. Vacation can be taken on other than the traditional Monday to Saturday work week, providing the Company can maintain a sufficient workforce.

ARTICLE 17 - COMPENSATION FOR ACCIDENTS AT WORK:

17.01 In the case of an accident as a result of which the employee is disabled for the balance of the day's shift, from earning full wages at the work at which he is employed, the Company agrees to give the employee loss of earnings compensation covering the day the disability occurred up to one (1) day's pay on the basis of the amount he would have earned at his regular rate had he not been absent from work.

ARTICLE 18 - HEALTH AND WELFARE:

18.01 Neither the Company or the Union is the insurer of the following benefits and the terms and conditions shall be governed by the contracts with the insurers which do not form a part of this Collective Agreement and any issues arising from the contracts with the insurer are not arbitrable under the terms of this Collective Agreement.

The following benefits shall apply to all permanent full-time, except employees assigned to a full-time position on a temporary basis (for less than six (6) months), and their eligible dependents with three (3) months service with the Company and the total cost of such benefits shall be paid by the Company.

(a) WEEKLY INDEMNITY

Benefit is sixty-six and two-thirds percent (66 2/3%) of weekly earnings, to a maximum of \$500.00 per week. Benefit commences on the first day of accident or hospitalization and the eighth (8th) day for sickness for a maximum period of seventeen (17) weeks.

(b) LONG TERM DISABILITY

Benefit is sixty-six and two-thirds percent (66 2/3%) of monthly earnings, to a maximum of \$3,500.00 per month. Benefit commences after seventeen (17) weeks of disability and terminates at age 65.

(c) EXTENDED HEALTH CARE

(i) The plan comprises a major medical health package including a one dollar (\$1.00) pay direct drug plan and semi-private hospital coverage.

(ii) VISION CARE

Full-time employees to be entitled to one hundred dollars (\$100.00) reimbursement of all costs for glasses and frames and/or contact lenses on the basis of one such payment for each employee and/or employee dependent in each twenty-four (24) month period. Effective February 1st, 2004, this coverage shall be put into effect of behalf of all part-time employees covered hereunder.

(d) LIFE INSURANCE

In the event of death, two times annual salary to a maximum benefit of \$200,000.00.

(e) DEPENDENT LIFE INSURANCE

Spouse - \$ 5,000.00
Each Child - \$ 3,000.00

(f) DENTAL PLAN

The Company shall contribute to the United Food and Commercial Workers Trusteed Plan Ontario (Dental Plan) the following cents per hour for all hours paid for all employees to a maximum of forty (40) hours per week. Hours paid shall not include weekly indemnity payments. The Company agrees to sign the participation agreement and supply any other documents, forms, reports or information required by the Trustees of the Dental Plan. The Company shall forward all contributions together with a list of all employees covered and the number of hours paid per week for each employee in each reporting period, within fifteen (15) days following the end of each of the Company's four (4) or five (5) week accounting period.

Effective date of ratification – twenty-five (\$0.25) cents per hour
Beginning of Year 3 – a further two (\$0.02) cents per hour (total \$0.27)
Beginning of Year 4 – a further two (\$0.02) cents per hour (total \$0.29)
Beginning of Year 5 – a further two (\$0.02) cents per hour (total \$0.31)

(g) PENSION PLAN (C.C.W.I.P.P.)

The Company agrees to contribute to the Canadian Commercial Workers Industry Pension Plan (Pension) the following cents per hour for all hours paid for all employees to a maximum of forty (40) hours per week. Hours paid shall not include weekly indemnity payments. The Company agrees to sign the participation agreement and supply any other documents, forms, reports or information required by the Trustees of the Pension Plan. The Company shall forward together with a list of all employees covered and the number of hours paid per week for each employee in each reporting period, within fifteen (15) days following the end of each of the Company's four (4) or five (5) week accounting period.

Effective at date of ratification – forty-five (\$0.45) cents per hour
Beginning of Year 3 – a further ten (\$0.10) cents per hour (total \$0.55)
Beginning of Year 4 – a further ten (\$0.10) cents per hour (total \$0.65)

18.02 PART-TIME EMPLOYEES

- (a) Part-time employees shall upon request by them in writing to the Company be allowed to purchase coverage of the Drug Plan as set out in Article 19.01. It being clearly agreed that the employee shall pay the cost of such premiums, which shall be through a payroll deduction.

18.03 O.H.I.P.

The Company shall pay one hundred percent (100%) of the cost of O.H.I.P. premiums on behalf of each full-time employee and their dependents who are eligible for enrolment under O.H.I.P.

ARTICLE 19 - BULLETIN BOARDS:

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

The President of Local 915, a Joint Council Representative, or a Representative of the International Union.

19.02 **UNION REPRESENTATIVE - VISITS TO STORE**

The Company agrees that a full-time representative of the Union, after contacting the Store Director/Manager, may enter the premises during hours of employment to interview employees and deal with the administration of this collective agreement. It is agreed that such visits will be timed to cause as little disruption as possible to the normal conduct of the Company's business.

19.03 **INTERPRETATION**

In this agreement, unless otherwise indicated by the context, the plural shall include singular and the masculine the feminine and vice versa.

ARTICLE 20 - WAGES:

20.01 The wages, which shall be effective during the term of this agreement, are set out in Schedule "A" attached hereto and forming part of this agreement.

ARTICLE 21 - BARGAINING UNIT WORK, STUDENTS, PART-TIME AND TEMPORARY EMPLOYEES:

21.01 No persons excepting those covered by this collective agreement shall be allowed to perform work normally done by bargaining unit employees, except for the purpose of instructing or training employees.

Notwithstanding the above, the Meat Manager, Grocery Manager, Produce Manager, Service Manager, Store Director, Assistant Store Director not to exceed one (1) person, bookkeeper and persons above the rank of Store Director may perform bargaining unit work during regular business hours of operation during which the store is open for customer shopping.

Notwithstanding the above, suppliers and representatives other than magazines, chips, pop, bread, and non-food items shall not perform routine store work, including the stocking of shelves. They may perform the mechanical building of displays and check codes on their products.

21.02 (a) The Company shall not schedule, hire, or otherwise employ temporary employees, part-time employees or students to replace full-time employees, to prevent the hiring of full-time employees or prevent the recall of full-time employees on lay-off. However, none of the above provisions shall prevent the Company from employing such temporary, part-time or student help as is required to fill vacancies due to illness, vacation or leave of absence, and during peak business periods;

- (b) The terms and conditions of employment covering students, part-time and temporary employees shall be as set out in Schedule "B" of this agreement.

Wherever there is a conflict between any other provision of this agreement and Schedule "B", the latter shall prevail.

ARTICLE 22 - TERMINATION AND RENEWAL:

22.01 This agreement shall become effective as at August 7, 2007 and shall continue in effect up to and including August 6, 2009, at which time it shall be automatically renewed unless either party gives notice to the other, not more than ninety (90) days prior to the expiry date, of its desire to enter into negotiations for the revisions or renewal of all or any part of this agreement, and both parties shall thereupon enter into negotiations in good faith and make every reasonable effort to secure a renewal.

In the event that negotiations for the renewal of this agreement continue past the expiry date, the provisions of this agreement shall continue in full force and effect until such renewal is affected or until the conciliation procedures under the Ontario Labour Relations Act have been exhausted.

DATED THIS _____ DAY OF _____, 2007.

SIGNED FOR AND ON
BEHALF OF THE COMPANY:

SIGNED FOR AND ON
BEHALF OF THE UNION:

BOB AUGER
Advisor, Labour Relations

LORRAINE LEACH
Committee Member

SYLVIANNE HOCKING
Committee Member

SHANNON FLEURY
Representative

JASON GRANDBOIS
Representative

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

SCHEDULE "A"

A-1: FULL-TIME EMPLOYEES HOURLY WAGE RATES AND CLASSIFICATIONS

The following hourly wage rates of pay and classifications set forth below shall become effective as and from the following dates and shall remain in full force and effect for the term of this collective agreement.

BAKERY MANAGER, DELI MANAGER, HEAD CASHIER

	Effective February 1, 2007	Effective February 1, 2008
Start	\$14.00	\$14.00
6 Months	\$14.25	\$14.25
12 Months	\$14.50	\$14.50
18 Months	\$14.75	\$14.75
24 Months	\$15.00	\$15.00
30 Months	\$15.25	\$15.25
36 Months	\$16.50	\$16.75

MEAT CUTTER

	Effective February 1, 2007	Effective February 1, 2008
Start	\$14.00	\$14.00
6 Months	\$14.40	\$14.40
12 Months	\$14.80	\$14.80
18 Months	\$15.10	\$15.10
24 Months	\$15.50	\$15.50
30 Months	\$16.00	\$16.00
36 Months	\$17.50	\$17.75

BAKERY CLERK, SERVICE CLERK, CASHIER/CLERK, GROCERY CLERK, PRODUCE CLERK, MEAT CLERK, DELI CLERK

	Effective February 1, 2007	Effective February 1, 2008
Start	\$9.00	\$9.00
6 Months	\$9.50	\$9.50
12 Months	\$10.00	\$10.00
18 Months	\$10.50	\$10.50
24 Months	\$11.00	\$11.00
30 Months	\$12.00	\$12.00
36 Months	\$13.00	\$13.00
42 Months	\$15.00	\$15.25

A-2 WAGE RATES FOR PART-TIME EMPLOYEES

The following wage rates of pay and classifications set forth below shall become effective as and from the following dates and shall remain in full force and effect for the term of this collective agreement.

NON-STUDENTS AND PERSONS 18 YEARS OF AGE AND OLDER

	Effective Feb 1, 2007	Effective Feb 1, 2008
Start	\$8.50	\$8.85
6 Months	\$8.75	\$9.00
12 Months	\$8.90	\$9.15
18 Months	\$9.00	\$9.25
24 Months	\$9.20	\$9.35
30 Months	\$9.35	\$9.50
36 Months	\$9.70	\$9.70
42 Months	\$10.00	\$10.00
48 Months	\$10.40	\$10.40
54 Months	\$10.90	\$10.90
60 Months	\$11.25	\$11.50

FRONT-END STUDENTS AND PERSONS UNDER 18 YEARS OF AGE

	Effective Feb 1, 2007	Effective Feb 1, 2008
Start	\$8.10	\$8.30
6 Months	\$8.20	\$8.40
12 Months	\$8.30	\$8.50
18 Months	\$8.40	\$8.60
24 Months	\$9.00	\$9.25

PART-TIME MEAT CUTTER

	Effective Feb 1, 2007	Effective Feb 1, 2008
Start	\$12.00	\$12.00
6 Months	\$12.50	\$12.50
12 Months	\$13.00	\$13.00
18 Months	\$13.25	\$13.25
24 Months	\$14.50	\$14.75

Year One

A three percent (3%) lump sum increase will be awarded to full-time and part-time employees at the end rate based on average work week (past 26 weeks).

Year Two

A twenty-five (25¢) cent increase will be awarded to full-time and part-time employees at the end rate as well as a one percent (1%) lump sum.

All full-time and part-time employees currently not at the end rate shall receive a signing bonus of three percent (3%) of their earnings between February 1, 2007 and the date of ratification. Part-time employees will then move to the new part-time scale at the date of ratification.

Note: Employees shall receive wage adjustments based on their individual seniority dates until the maximum rate is achieved.

A-2 Front-end service work is defined as cashiers, carry-outs, buggy retrieval, product returns, price checks, parceling, bottle sorting, sweeping and clean-up of the front end of the store.

A-3 A student is defined as an employee who is enrolled full-time in high school, college or university as of September 15th of each calendar year.

A-4 Part-time employees who work in the meat department who spend more than fifty percent (50%) of their time cutting or processing meat shall upon one (1) year's service be automatically classified as a part-time meat cutter.

A-5 General

(a) During the term of this collective agreement, any new job and/or classification to be covered under the terms and conditions of this collective agreement shall be posted. The parties agree to meet within thirty (30) days to determine the appropriate rate of pay for such classification. Should the parties not be able to agree, such question may be submitted to arbitration, by either party.

(b) When new types of equipment are introduced, or technological changes made, appropriate classifications and hourly rates shall be matters for negotiations between the Company and the Union. If the parties fail to agree on such classifications and hourly rates, the matters may be referred to arbitration by either party. Pending the decision of the arbitrators, such new classifications and rates shall be implemented.

(c) Notwithstanding the wage progression rates as set out in this Schedule "A", employees who are hired on an off rate or who are placed on an off rate according to their seniority standing during the term of this collective agreement shall progress up the wage progression scale to the next wage rate that would provide them with a wage increase and they shall then progress up the wage progression scale each six (6) months until they reach the end rate.

(d) In the event that the minimum wage in the province of Ontario exceeds the wage rates as set out above an employee will be hired or placed at whatever level in the progression wage scale that provides them with a wage rate above the minimum wage and they shall then progress up the wage progression scale each six (6) months thereafter.

(e) In the event that an employee under eighteen (18) years of age reaches the age of eighteen (18), he shall then be slotted into the "Non-Students and Persons Eighteen (18) Years of Age or Older" wage progression scale into a wage progression that would give him a wage increase and he shall then progress each six (6) months thereafter.

SCHEDULE "B"

PART-TIME EMPLOYEES

1. (a) A part-time employee is an employee who is normally employed for not more than twenty-eight (28) hours per week except when required to temporarily replace absent full-time employees for not more than thirty (30) consecutive days and during peak business periods.

(b) In all cases where a full-time employee is absent due to vacation, leave of absence or sickness, the senior part-time employee shall be scheduled full-time hours, subject to the individual's ability to fulfill the normal requirements of the job. However, should the Company be able to show a sufficient reduction in the previous year's sales, then the Company will notify the Union of the reduction and such vacancy may not be filled at such time.

2. Part-time employees shall be on probation for the first forty-five (45) days worked during which time he may be dismissed without recourse.

3. (a) Bargaining unit seniority means the relative ranking of employees as determined by their respective length accumulated seniority with the Company in the bargaining unit;

(b) In all cases of promotion to full-time employment and temporary replacement of absent full-time employees, part-time employees shall have preference in accordance with their bargaining unit seniority provided they have the qualification to perform the normal requirements of the job;

(c) Preference for the number of weekly hours, up to twenty-eight (28) hours per week, shall be given in accordance with the part-time employees bargaining unit seniority, subject to the employees having the qualifications to perform the normal requirements of the job.

(d) Part-time employees shall be entitled to the following minimum guarantee of scheduled work per week so long as the hours are available:

One (1) or more years of seniority	15 hours work per week minimum
Three (3) or more years of seniority	20 hours work per week minimum
Five (5) or more years of seniority	28 hours work per week minimum

(e) If any employee believes the intent of Schedule "B" - 3 (c) is not being fairly administered by the Company before the filing of a grievance, the Union and the Company shall meet as soon as possible to examine the situation and use their best efforts to resolve the matter.

(f) Hours of work in excess of twenty-eight (28) per week under (c) above, shall be granted by seniority to employees provided they have the qualifications necessary to perform the normal requirements of the job.

4. The Company shall post a schedule of hours of work for all employees by 12:00 noon on Thursday of each week for the coming week. Store hours shall be determined by the Company and may be varied by the Company should it be necessary. However, such variations of store hours shall not affect the regular schedules of the employees. Should there be a change in the employee(s) regular schedule, the employee(s) affected shall be notified two (2) calendar days prior to such change, if possible. Employees shall be advised as to the reasons of such change of schedule.
5. Time worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid for at one and one-half (1 ½) times the regular rate, except if such hours in excess of forty (40) hours per week are as a result of an employee working Sunday.
6. Part-time employees shall be granted rest periods and meal periods as follows:
 - (a) "Work period" as referred to in this section shall mean the period from when an employee commences work to when an employee ends work.
 - (b) For a work period of five (5) hours or less, one (1) fifteen (15) minute paid rest period.
 - (c) For a work period of six (6) hours or less, one (1) fifteen (15) minute paid rest period and one half (0.5) hour unpaid meal period, or two (2) fifteen minute paid rest periods at the employee's choice.
 - (d) For a work period of more than six (6) hours, two (2) fifteen (15) minute paid rest periods and, if the employee requests, a one half (0.5) hour unpaid meal period.
 - (e) Employees shall not be required to take a rest break earlier than one (1) hour after their start time and shall receive any meal period they are entitled to as close to the middle of their work period as possible.
7.
 - (a) If hired for full-time staff and terminated during the probationary period as outlined in Article 9 of the body of the full-time agreement, for reasons other than misconduct, the employee shall revert to his former part-time employment and retain his original part-time bargaining unit starting date.
 - (b) Following successful completion of the full-time probationary period, a part-time employee who is hired to full-time, shall be credited with fifty percent (50%) of his part-time bargaining unit seniority up to a maximum of two (2) years for the purposes of bargaining unit seniority. This credit will apply to matters of filling vacancies and new positions, promotions, demotions due to staff reduction, reduction to part-time status, layoff, recall after layoff, vacation entitlement, choice of vacation dates. He shall be placed on the full-time wage scale at the level which gives him a wage increase and shall progress up to the wage scale thereafter in accordance with the time frames indicated in the full-time wage scale.
8. If a part-time employee is ordered or scheduled to report for work and no work is available, the employee shall receive four (4) hours' pay, unless no work is available due to fire, flood, and similar catastrophes.

9. A part-time employee shall be guaranteed four (4) hours on each call-out or scheduled shift unless there is less than four (4) hours available from the time the employee reports to the time the store closes, in which case the employee may refuse the work.
10. The Company shall purchase and make available sufficient rain coats, winter coats, and gloves so that employees may at all times have such available for use when they are assigned to work outside the store, in particular when assigned to front end service. The Company shall have these coat cleaned regularly and repaired as required.
11. SUNDAY WORK
 - (a) Work on Sunday is strictly voluntary for employees hired prior to the (date of ratification). For employees hired after the (date of ratification), Sunday shall be part of the work week;
 - (b) The Company will continue to offer Sunday work to existing employees at the date of ratification first, as required by seniority, by occupation, from among those who volunteer to work Sunday. If required, the Company will schedule new hires (after the date of ratification) for Sunday work by seniority, by occupation;
 - (c) Hours worked on Sunday for employees hired prior to the (date of ratification) shall not be counted for the purposes of overtime, except if such would exceed forty-four (44) hours per week. For new hires after the (date of ratification), Sunday hours shall be part of the work week;
 - (d) For employees hired prior to the (date of ratification), all time worked on Sunday shall be paid at the employee's regular rate of pay plus a premium of \$1.60 per hour. New hires after the (date of ratification) shall not be entitled to the Sunday premium of \$1.60 per hour;
 - (e) Part-time employees hired before the date of ratification must advise management at the beginning of the last week of the month for their availability for Sunday work for the entire following month.
12. Part-time employees shall receive vacation pay as follows:
 - (a) after an employee has completed one (1) year of service, they shall be paid a vacation pay based on four percent (4%) of their earnings of the twelve (12) month period with two weeks vacation if such time is requested;
 - (b) after an employee has completed three (3) years of service, they shall be paid a vacation pay based on six percent (6%) of their earnings of the previous twelve (12) month period with three (3) weeks vacation if such time off is requested;
 - (c) For clarity the vacation accrual period is from June 1st to May 31st. Vacation pay to part-time employees shall be paid out in early June of each year however, no later than June 15th.

- (d) Employees shall be given preference for vacation dates by seniority. The Company reserves the right to restrict vacation dates due to having to maintain a sufficient work force to run the operation; however, a minimum of one (1) employee per department shall be entitled to be absent on vacation during any week (excepting the period of December 15 through December 31 of each calendar year).
- (e) Vacation schedules shall be posted by the Company not earlier than April 1st but not later than April 15th of each year. Such schedule shall remain posted until May 1st of each year. During the above period employees shall indicate their vacation time off to be taken. There shall be no changes to the vacation schedule after May 1st, and an employee shall then be entitled to take their vacation as scheduled. A copy of the final vacation schedule shall be posted on the Union bulletin board.

13. No part-time employees shall be required to work a split shift unless it is mutually agreed between management and the employees concerned.

14. PAID HOLIDAYS

- (a) There shall be paid holidays during the term of this Collective Agreement for all part-time employees as follows:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	Floater (1) Holiday

- (b) Qualifications and calculations for paid holidays shall be as per the Employment Standards Act as it may be from time to time.
- (c) Part-time employees who work on a paid holiday shall be paid at the rate of time and one half (1.5) of their regular hourly rate of pay for all hours they work on such paid holiday.
- (d) FLOATING HOLIDAY

Regarding the one (1) floating holiday per year, an employee shall be required to give the Company two (2) weeks' notice, in writing, prior to the date the employee wishes to take said floating holiday. The Company shall not be required to allow more than two (2) employees to be absent from the store due to floating holidays on any given day. In the event more than two (2) employees request such floating holiday on the same day, then seniority shall govern. The period from December 15th through January 15th shall be exempt from this provision and may be granted solely by Company discretion. The calculation methodology for the payment of the floating holiday shall be in accordance with Article 14 (c) above.

15. BEREAVEMENT

Part-time employees shall be entitled to the same coverage as is provided to full-time employees with payment based on the actual hours they were scheduled to work.

16. PROMOTION TO REGULAR PART-TIME

In the event the Company requires additional regular part-time employees in the classification of Non-student or Students, they shall do so by promoting the most senior part-time person in the Front-end Service classification who applies for such position in accordance with the job posting procedure and all such jobs shall be considered as job vacancies. Upon being re-classified, such employee shall receive an immediate wage increase of fifty cents (50¢) per hour and shall progress from there every six (6) months in accordance with the applicable scale.

17. REQUEST FOR TRAINING

The Company agrees that if a part-time employee suffers a loss of hours and/or earnings in the department in which they are normally employed and such employee requests in writing to be trained in another department, the Company will offer by seniority from the list of those who have applied, training in such department before hiring new employees.

18. The following Articles and Sections of this collective agreement shall be applicable to all persons classified as part-time employees in addition to the terms of Schedule 'B'.

ARTICLES:

Purpose	1.01	2.01	3.01	3.02
3.03	3.04	3.05	3.06	3.07
3.08	4.01	4.02	5.01	5.02
5.03	5.04	5.05	5.06	5.07
5.08	5.09	5.10	6.01	6.02
6.03	6.04	6.05	6.06	6.07
7.01	Stage 1	Stage 2	7.02	7.03
7.04	7.05	7.06	7.07	7.08
7.09	7.10	7.11	7.12	8.04
8.06	8.07	9.01	9.02	9.03
9.04	9.05	9.06.	10.03	11.01
11.02	12.02	12.03 (a)	12.03 (b)	12.06 (e)
12.07 (b)	12.08	15.02	17.01	18.01(c)(ii)
18.01 (g)	18.03	19.01	19.02	19.02
19.03	20.01	21.01	21.02 (a)	21.02 (b)
22.01	Schedule A	Schedule B		

LETTER OF AGREEMENT #1

BETWEEN: **A&P CANADA INC., LOEB DIVISION**
 c.o.b. as
 LOEB SOUTH PORCUPINE
 (Hereinafter called "the Company")

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

This Agreement shall in every respect form a part of the Collective Agreement held between the parties.

1. The Company (Loeb Canada Inc.) agrees to maintain a minimum full-time bargaining unit work force consisting of thirteen (13) full-time positions. However, during the life of this Agreement, the Company reserves the right to reduce the bargaining unit work force from thirteen (13) full-time positions to eleven (11) full-time positions. This reduction will only be done through attrition (eg. retirement, resignation, etc.). Anyone classified as temporary full-time as of the date of ratification shall be considered one of the thirteen (13) full-time positions should the employee they are relieving for not return.
2. In the event of a store closure or banner (name) change, the Company will offer all employees severance in the amount of three (3) times the Employment Standards Act. Any previous buy-downs received shall be deducted from this amount.
3. The above two conditions shall remain in effect for the duration of this Collective Agreement.

DATED THIS _____ DAY OF _____, 2007.

FOR THE COMPANY:

FOR THE UNION:

BOB AUGER
Advisor, Labour Relations

SHANNON FLEURY
Representative

JASON GRANDBOIS
Representative

LETTER OF AGREEMENT #2

BETWEEN: A&P CANADA INC., LOEB DIVISION
c.o.b. as
LOEB SOUTH PORCUPINE
(Hereinafter called "the Company")

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

This Agreement shall in every respect form a part of the Collective Agreement held between the parties.

1. The Company will implement Front-End Supervisor duties (Service Department) in all the stores referred to above.
2. Service Department employees interested in performing the front-end supervisor duties (Service Department) may make application in writing to the Store Director for consideration for the position. The final decision on who the successful applicant will be is at the discretion of the Director. It is agreed that the position of Front-End Supervisor shall be awarded on a fair and equitable basis. The Union has the right to grieve when it is believed that an employee is unfairly passed over.
3. An employee scheduled and assigned to perform Front-End Supervisor duties (Service Department) shall receive a premium of seventy-five cents (75¢) per hour for all hours scheduled and worked as a Front-End Supervisor.
4. The Front-End Supervisor premium shall apply to both full-time and part-time employees who are scheduled and assigned to perform the duties of Front-End Supervisor in the Service Department.

DATED THIS _____ DAY OF _____, 2007.

FOR THE COMPANY:

FOR THE UNION:

BOB AUGER
Advisor, Labour Relations

SHANNON FLEURY
Representative

JASON GRANDBOIS
Representative

UNPUBLISHED

LETTER OF AGREEMENT #3

BETWEEN: **A&P CANADA INC., LOEB DIVISION**
 c.o.b. as
 LOEB SOUTH PORCUPINE
 (Hereinafter called "the Company")

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

The parties agree that the following terms and conditions shall in all respects form a part of the Collective Agreement held between the parties shall be deemed to be incorporated into the Collective Agreement and shall be subject to the grievance procedure of such Collective Agreement.

The Employer shall make the following lump sum payments to the Northern Joint Council Education Fund:

- (a) The payment of \$1000.00 shall be made to the Union no more than sixty (60) calendar days from the date of ratification.
- (b) The payment of \$1500.00 shall be made to the Union no more than two weeks past the first (1st) anniversary of the date of ratification.

DATED THIS _____ DAY OF _____, 2007.

FOR THE COMPANY:

BOB AUGER
Advisor, Labour Relations

FOR THE UNION:

SHANNON FLEURY
Representative

JASON GRANDBOIS
Representative