

COLLECTIVE AGREEMENT

BETWEEN

SENOX LIMITED

carrying on a business as
JONES VALU-MART

AND

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

- of the -

United Food and Commercial Workers International Union



October 10, 2006
to
October 9, 2011

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2006 - 2011

BETWEEN: **SENOX LTD.**
 c.o.b. as JONES VALU-MART
 (Hereinafter referred to as the "Employer")

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

ARTICLE 1: SCOPE

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of the Employer in the town of Thessalon, save and except Store Manager, persons above the rank of store manager, office and clerical staff.

ARTICLE 2: RECOGNITION

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

ARTICLE 3: NO DISCRIMINATION

3.01 There shall be no discrimination, intimidation, harassment or coercion by the Employer or the Union against any employee because of race, colour, religious beliefs, political opinions, creed, sex, age, handicap, marital status, Union related activities or for any other prohibited ground of discrimination under the Ontario Human Rights Code.

ARTICLE 4: MANAGEMENT

4.01 The Union agrees that the Employer has the exclusive right and power to manage its business to direct the working forces and to suspend, discharge or discipline employees for just and sufficient cause, to hire, promote, demote, transfer or layoff employees, to establish and maintain reasonable rules and regulations covering the operation of the store, provided however, that any exercise of these rights and powers in conflict with any of the provisions of this agreement shall be subject to the provisions of the grievance procedure as set out herein.

ARTICLE 5: UNION SECURITY

5.01 The parties agree that all employees covered hereunder shall, as a condition of their continued 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 employees 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 Employer.

5.03 The Employer shall deduct the Local Union Initiation Fees and the weekly regular 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, Sudbury, Ontario, P3C 4C5, on or before the fifteenth (15th) day of the month following the month in which such deductions are made. The Employer will at the same time submit a list of the employees from whose pay such deductions have been made.

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 Employer, a statement of the reasons for the action 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 reason contrary to its own Constitution or Local Union by-laws.

5.06 It shall be the Employer'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 The Employer agrees to provide the Union with a list of bargaining unit employees' names which shall include their addresses and telephone numbers each year by January 15th.

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 Employer agrees that there will be no lockout of employees during the life of this Agreement.

The terms "strike" and "lockout" shall be defined in accordance with the definitions set out in the Labour Relations Act, of the province of Ontario.

6.02 REPRESENTATION

The Employer agrees to recognize one (1) Union Steward and one (1) Alternate Steward 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 Employer in writing of the names of such stewards at the time of their appointment and the Employer 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 Union Steward shall, upon request by the Union Office, given at least two (2) work days notice, in advance, be allowed off work for up to two (2) hours, once per month, without pay, to attend to Union business for which the Union requires their presence away from the Employer premises.
- (d) On commencing employment, the Employer shall introduce the new employee to the union steward who shall 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 at a time agreeable to the Employer.

6.04 The Union Bargaining Committee shall be comprised of two (2) bargaining unit employee representatives along with full-time staff representatives of the Union.

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 Employer 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 prior authorization by the Local Union.

ARTICLE 7: ADJUSTMENT OF GRIEVANCES

7.01 Should any difference arise between the Employer and any of the employees, or between the Employer 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/or 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 Manager who shall give his answer verbally within seven (7) calendar days. The Store 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 Manager. The Steward will sign and date the form

immediately upon receiving the Store 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 Employer 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 ten (10) working 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 fifteen (15) 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 endeavour 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, 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) each of the parties will bear the fees of the Arbitrator appointed by them and the fees shall be borne equally by the parties;
- (c) if the Arbitrator decides that a discharge was without just and sufficient cause, the Arbitrator may re-instate the employee and may reimburse him for all time lost from the date of discharge up to the date of re-instatement, 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 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 Employer 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 Manager of the Employer or his replacement and a Business Representative of the Union and may be submitted to an Arbitrator as provided herein, if not settled within fifteen (15) 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 Employer 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 ten (10) days from the date of discharge. The Employer will give notice in writing of the reasons for such discharge to the employee within two (2) working days of the date of his discharge and the Employer shall, within such time, mail a copy of such notice to the Union Office and to the 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 Employer will give notice in writing of the reasons for such demotion or discipline to an employee within two (2) working days of the date of the demotion or discipline. The Steward or his replacement shall be given copies of all disciplinary notices given to employees at the time they are issued, and a copy of all disciplinary notices given to employees shall be mailed to the Union Office immediately after being issued to an employee.

7.10 All discipline that is 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, unless the discipline is for workplace violence and/or harassment.

7.11 When an employee, who is covered by this Agreement, is called into a meeting with Management, to investigate the employee's alleged misconduct or to impose discipline upon him, a Union Steward will be present during the meeting or, if no Steward is available, another bargaining unit employee of his choice who is then at work, will be present during the meeting. The Steward or Union Representative will leave the meeting if requested to do so by the employee.

7.12 The Employer shall take disciplinary action against an employee within twelve (12) working days of the date of the incident or within twelve (12) working 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 the lesser of his first sixty (60) working days or three (3) months of employment without seniority rights during which period they may be dismissed by the Employer without recourse. Upon completion of such person's probationary period their name shall be added to the seniority list and their seniority shall be computed from the day they first commenced to work for the Employer.

8.02 APPLICATION OF BARGAINING UNIT SENIORITY

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

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

8.04 The Employer shall post the seniority lists in a prominent place in the store every six (6) months and a copy of such lists shall be forwarded to the Union, presently located at 230 Regent Street, Sudbury, Ontario, P3C 4C5.

8.05 Wherever possible, in the case of a general reduction of hours or the layoff of a full-time employee, the Employer shall give such employee one (1) weeks notice or the payment in lieu thereof, to any and all such employees.

8.06 In the event that any employee is laid off for lack of work, such employee shall retain his bargaining unit seniority to be entitled to recall in accordance with his bargaining unit seniority standing up to twelve (12) consecutive months following his lay off, before other permanent help is hired, provided that such employee makes himself available within seven (7) working days after the mailing of the notice to return to work by the Employer. Such notice shall be sent by registered mail to the employee's address last recorded with the Employer.

8.07 BREAK IN BARGAINING UNIT SENIORITY

Seniority shall be considered terminated if an employee:

- (a) voluntarily leaves the employment of the Employer;
- (b) is discharged for just cause and is not reinstated through the grievance procedure;
- (c) is absent from work for more than three (3) working days without prior notification to the Employer;
- (d) if an employee is absent from work for more than three (3) consecutive working days unless the employee has a bona fide reason;
- (e) fails to return to work after a recall from lay-off within seven (7) working days after the delivery of notice of recall;
- (f) fails to return to work upon the conclusion of a leave of absence unless his failure to return is for reasonable cause;

- (g) fails to take a medical examination by a qualified medical practitioner when requested by the Employer, provided that the Employer shall pay the full costs associated with the examination.
- (h) uses an approved leave of absence for reasons other than those specified to the Employer.

8.08 TRANSFERS OUT OF BARGAINING UNIT

An employee transferring out of the bargaining unit will continue to accumulate bargaining unit seniority rights for twelve (12) months following their transfer, after which time they shall have no bargaining unit seniority.

ARTICLE 9: LEAVE OF ABSENCE

9.01 The Employer, upon the request of the Union shall grant leave of absence, without pay to one (1) employee who may be selected by the Union to attend Union business, providing such request is made at least three (3) weeks in advance. It is agreed that such leaves of absence shall not exceed one (1) week in duration.

9.02 The Employer 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. Upon completion of a six (6) month period, the employee shall be terminated unless an extension of the leave of absence is requested by the Union.

If the employee returns, he shall occupy his former or similar position in accordance with his seniority standing and qualifications.

9.03 The Employer shall grant leave of absence without pay to employees required to attend Union conferences and conventions, subject to the conditions set out in 9.01.

9.04 PREGNANCY AND PARENTAL LEAVE

Pregnancy and parental leave shall be governed by the terms of the Employment Standards Act as it may be from time to time. It is understood that regular employee benefits will continue to be provided during such leave.

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

9.06 The Store Owner may verbally give leave of absence for one (1) week or less.

9.07 MILITARY LEAVE

A leave of absence upon one (1) week of notice shall be granted to an employee for the purpose of allowing such employee to be provided with training in the Canadian Armed Forces, during peace time not to exceed one hundred and twenty (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 will 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.

ARTICLE 10: UNION SHOP PINS

10.01 The Employer further agrees that the employees may wear Union pins while on duty.

ARTICLE 11: TEMPORARY ASSIGNMENT

11.01 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.

11.02 An employee temporarily transferred to work in a higher classification in the bargaining unit for more than four (4) day in a calendar week shall be paid at the level of the salary scale in the higher classification which represents an increase. Such payment shall be retroactive to the first day.

ARTICLE 12: WEARING APPAREL

12.01 In the event that the Employer requires employees to wear a uniform, the Employer shall supply the initial uniform and any subsequent uniform shall be at a fifty fifty percent cost share basis. If the Employer changes the style of uniform, the Employer shall also supply the initial new uniform at no cost to the employee. Employees shall be responsible for the cleaning of their own uniforms.

Notwithstanding the above the Employer shall be responsible for the daily cleaning of meat department employee's coats and/or smocks.

ARTICLE 13: HOURS OF WORK AND OVERTIME

13.01 (a) The regular work week of all full-time employees shall consist of forty (40) hours per week, Monday to Saturday, and will be worked on the basis of five (5) shifts of eight (8) hours each. Such shifts shall be scheduled between the hours of 7:00 a.m. to 9:00 p.m. The above 7:00 a.m. to 9:00 p.m. schedule shall not apply to employees on a night shift. Full-time employees shall only be required to work one evening shift (after 6:00 p.m.) once per week;

The Employer will endeavour to give full-time employees one (1) Saturday off every two (2) weeks. Full-time employees off on Saturday will not be scheduled to work the previous Friday evening (past 6:00 p.m.).

(b) Overtime work will be offered by seniority to employees who normally perform the work required. In the event the Employer is unable to obtain the required people to perform the overtime work, then the junior employees shall be obliged to perform such work.

13.02 The Employer shall post a bi-weekly schedule of hours of work for all employees by 12:00 noon on Friday for the coming weeks. Store hours shall be determined by the Employer and may be varied by the Employer should it become necessary. Should there be a change in the employee(s) regular schedule, the employee(s) affected shall be notified two working days prior to such change. Employees shall be advised as to the reasons of such change of schedule.

13.03 (a) All time worked in excess of eight (8) hours per day or the regular scheduled work shift in any one (1) day shall be paid for at the rate of time and one-half (1 1/2). All time worked in excess of the regular work week shall be paid for at the rate of time and one-half (1 1/2). No employee shall be paid premium rates under more than one (1) pay provision for the same hours worked. Store open for business includes two (2) hours prior to store opening and two (2) hours after store closing. For employees hired prior to September 4, 2001, all Sunday work is strictly voluntary and shall not form part of the regular work week. For all employees hired subsequent to September 4, 2001, Sunday shall be a regular day. A full time employee assigned to the duties of closing on a Sunday shall be paid a closing premium of \$1.50 for all hours worked on a Sunday.

(b) All work performed on Sunday when the store is not open for business shall be paid at the rate of time and one-half (1 1/2) of the employee's regular hourly rate.

13.04 All employees shall be granted rest periods, and lunch breaks on the following basis:

On a six (6) to eight (8) hour shift: two (2) fifteen (15) minute paid breaks, plus a one (1) hour unpaid lunch break each to be taken at the midway point of the shift.

13.05 NIGHT SHIFTS/EVENING SHIFTS

Employees required to work a shift between the hours of 12:00 p.m. and 6:00 a.m. shall be paid a shift premium of eighty cents (0.80¢) per hour for all such hours worked.

ARTICLE 14: CALL OUT AND REPORTING TIME

14.01 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.

14.02 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 eight (8) hours' pay at his regular rate, except in the cases of power failure, flood, fire, or similar conditions beyond the control of the Employer.

ARTICLE 15: PAID HOLIDAYS

15.01 The following paid holidays shall be granted to each employee covered by this Collective Agreement:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (first Monday in August)	

15.02 Qualification and payment for the paid holidays listed in Article 15.01 shall be in accordance with the Employment Standards Act, 2000 (ESA, 2000).

15.03 Employees absent on either their regularly scheduled shift prior to or following such holiday shall not be entitled to receive holiday pay unless such absence on either or both of these days was caused by certified illness or accident.

15.04 Employees shall be paid at time and a half their regular rate of pay, plus the holiday pay when they work on such holidays. Employees working on the Civic Holiday will be paid at their regular rate of pay for all hours worked on the Civic Holiday. Employees hired after the October 10, 2006 will not be entitled to the Civic Holiday.

15.05 If a paid holiday falls during an employee's vacation, he shall be paid for the holiday or granted an alternate day off with pay at a time mutually agreed upon between the Employer and the employee. In any event the employee is entitled to be paid for the paid holiday or the alternate day, but not both.

ARTICLE 16: BEREAVEMENT LEAVE

16.01 The objective of such leave is to protect employees against loss of earnings for up to and including five (5) days:

- (a) the Employer agrees to grant employees up to five (5) days off with pay in the event of the death of

spouse, son, daughter.

Such leave to be observed consecutively for up to and including five (5) days exclusive of Sundays, holidays or the employee's day off.

- (b) the Employer agrees to grant employees up to three (3) days off with pay in the event of the death of

mother, father, brother, sister

- (c) the Employer agrees to grant employees one (1) day off with pay to attend the funeral if it falls on an employee's regular working day, in the event of the death of

son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, and grandparents.

16.02 JURY DUTY

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

ARTICLE 17: VACATIONS WITH PAY

17.01 All employees with one (1) or more years of seniority shall be granted two (2) weeks vacation with pay based on four percent (4%) of their total gross earnings for the previous twelve (12) months.

17.02 All employees with five (5) or more years seniority shall be granted three (3) weeks vacation with pay based on six percent (6%) of their total gross earnings for the previous calendar year.

17.03 All employees with ten (10) or more years seniority shall be granted four (4) weeks vacation with pay based on eight percent (8%) of their total gross earnings of the previous calendar year.

17.04 Vacations shall be granted in accordance with employees bargaining unit seniority on a departmental basis.

17.05 Vacation schedules shall be posted by the Employer not earlier than April 1st but not later than April 7th of each year. Such schedules 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 employees 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.

17.06 Employees shall be entitled to take two (2) weeks vacation entitlement consecutively. Employees may be allowed to take more than two (2) weeks consecutive vacation entitlement provided permission is granted by the Employer.

17.07 The Employer agrees that a minimum of three (3) employees may be absent on vacation at any one time providing the Employer has a sufficient work force to maintain proper operation of the business.

ARTICLE 18: COMPENSATION FOR ACCIDENTS AT WORK

18.01 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 Employer 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.

18.02 The parties agree to establish a joint Health and Safety committee as per the Occupational Health and Safety Act.

ARTICLE 19: HEALTH AND WELFARE

19.01 The Employer agrees to pay one hundred percent (100%) of the total premium cost of O.H.I.P. as it may be from time to time on behalf of all full-time employees and their eligible dependents.

Effective October 10, 2006, the Employer agrees to pay one hundred percent (100%) of the total premium costs as they may be from time to time of the following benefits and plans on behalf of all full time employees and their eligible dependents who do not have duplicate coverage available to them through a spouse.

For any full time employee hired subsequent to ratification, July 23rd, 2003, he shall be eligible for coverage after one year from the date of hire and that benefit coverage shall be a shared cost of 75% Employer paid and 25% Employee paid.

19.02 LIFE INSURANCE

One and one-half (1 1/2) times yearly earnings rounded to the next highest \$1,000.00 to a maximum of \$300,000.00. Such yearly earnings shall be calculated on the basis of the employee's current regular hourly rate of pay, multiplied by 2080. The current accidental death and dismemberment plan will remain in effect.

19.03 DENTAL PLAN

The Employer agrees to pay one hundred percent (100%) of the basic dental coverage and fifty percent of major restorative in accordance with the plan presently in effect. The plan shall pay a maximum of 1,500.00 per year. There shall be a two (2) year lag in the O.D.A. rate.

19.04 DRUG PLAN

There will be a ten dollar (\$10.00) yearly deductible for single and twenty dollars (\$20.00) family and the plan then shall cover ninety percent of the cost.

19.05 SUPPLEMENTARY HEALTH CARE

There will be a ten dollar (\$10.00) yearly deductible for single and twenty dollar (\$20.00) yearly deductible for family with ninety percent (90%) reimbursement thereafter. Semi private hospital is subject to the present terms and conditions of the policy in effect.

19.06 LONG TERM DISABILITY

Based on 70% of an employee's basic monthly salary, to a maximum benefit of \$2,500.00 per month, payable after twenty-six (26) weeks of disability as prescribed in the plan text.

19.07 SHORT TERM DISABILITY

Based on seventy percent (70%) of weekly earnings to a maximum of \$408.00 per week for a period of 26 weeks. It shall commence on the first day of accident, first day of hospitalization or eighth day of sickness (1/1/8).

19.08 VISION CARE

The Employer agrees to pay an employee up to one hundred and twenty-five (\$125.00) dollars towards the cost of prescription eyeglasses, upon presentation of a receipt, for all eligible employees once every two (2) years. (It must be understood that this benefit covers the employee only.)

ARTICLE 20: BULLETIN BOARDS

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

Joint Council Representative or a Representative of the International Union.

20.02 UNION REPRESENTATIVE VISITS TO STORE

The Employer agrees that a full-time representative of the Union, or the International Union after contacting the Store Manager or Owner, 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 Employer's business.

20.03 INTERPRETATION

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

ARTICLE 21: WAGES:

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

ARTICLE 22: BARGAINING UNIT WORK, STUDENTS, PART-TIME AND TEMPORARY EMPLOYEES:

22.01 It is agreed and recognized by both the Union and the Employer that due to the nature of the Employer's business it is necessary to employ both full-time and part-time employees.

22.02 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 instruction or training employees.

22.03 Suppliers and representatives other than pop, chips, bread, bulk cookies, 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. The parties agree that this section 22.03 may be expanded upon by mutual agreement between the parties.

22.04 Part-time employees shall not be used to the extent that they cause the layoff of a full-time employee, prevent the recall of a full-time employee on lay-off or cause a reduction in hours to any full-time employee.

22.05 The terms and conditions of employment covering students and part-time employees shall be as set out in Schedule "B" of this collective agreement.

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

22.07 GENERAL

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.

ARTICLE 23: TERMINATION AND RENEWAL

23.01 This Agreement shall become effective as of the 10th day of October, 2006 and shall continue in effect until the 9th day of October, 2011, 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 THE Employer

SIGNED FOR THE UNION

DONALD JONES
Owner/Manager

PAULINE HANER
Bargaining Committee Representative

GREG THOMAS
Bargaining Committee Representative

JEFFREY J. BARRY
Secretary-Treasurer

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

SCHEDULE "A"

WAGE RATES AND CLASSIFICATIONS

for

FULL-TIME EMPLOYEES

A-1 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.

EMPLOYEES HIRED AFTER AUGUST 1, 2000

Classifications	Start	6 mths	12 mths	18 mths	24 mths	30 mths	36 mths	42 mths
Meat Manager	12.40	12.80	13.20	13.60	14.00	14.50	15.05	15.65
Meat Cutter	11.40	11.80	12.20	12.60	13.00	13.45	13.90	14.45
Produce Manager	8.40	8.55	8.70	8.85	9.00	9.20	9.40	9.70
Grocery Manager	8.90	9.10	9.30	9.50	9.70	9.95	10.20	10.45
Deli Manager	8.40	8.55	8.70	8.85	9.00	9.20	9.40	9.70
Bakery Manager	8.40	8.55	8.70	8.85	9.00	9.20	9.40	9.70
Head Cashier	8.90	9.10	9.30	9.50	9.70	9.95	10.20	10.45
Assistant Grocery Mgr	8.40	8.55	8.70	8.85	9.00	9.20	9.40	9.70
Clerk/Cashier	7.80	8.00	8.20	8.40	8.60	8.85	9.10	9.40

Classifications	Effective October 10, 2006	Effective October 10, 2007	Effective October 10, 2008	Effective October 10, 2009	Effective October 10, 2010
	48 mths				
Meat Manager	16.50	16.70	16.90	17.15	17.45
Meat Cutter	15.60	15.80	16.00	16.25	16.55
Produce Manager	11.25	11.45	11.65	11.90	12.20
Grocery Manager	10.95	11.15	11.35	11.60	11.90
Deli Manager	11.25	11.45	11.65	11.90	12.20
Bakery Manager	11.25	11.45	11.65	11.90	12.20
Head Cashier	11.25	11.45	11.65	11.90	12.20
Assistant Grocery Mgr	11.25	11.45	11.65	11.90	12.20
Clerk/Cashier	10.10	10.30	10.50	10.75	11.05

The positions of Bakery Manager and Deli Manager will be combined into one position of Bakery/Deli Manager.

Regular full-time employees who are on the payroll on the October 10, 2006 will be provided with the following:

- Effective on the first pay week following October 10, 2006, the Employer shall provide a general wage increase of twenty (20) cents per hour.

- Effective the first anniversary of October 10, 2006, the Employer shall provide a general wage increase of twenty (20) cents per hour.
- Effective the second anniversary of October 10, 2006, the Employer shall provide a general wage increase of twenty (20) cents per hour.
- Effective the third anniversary of October 10, 2006, the Employer shall provide a general wage increase of twenty-five (25) cents per hour.
- Effective the fourth anniversary of October 10, 2006, the Employer shall provide a general wage increase of thirty (30) cents per hour.

The above general wage increases will be applied to the end rates of the existing full-time wage progression. In the event that a general wage increase results in an employee being on an "off rate" wage rate within his classification, it is understood that the employee will still have to acquire the appropriate service to advance on the full-time wage progression.

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

SCHEDULE "A"

HOURLY WAGE RATES FOR PART-TIME EMPLOYEES

All part-time employees will be paid in accordance with the following wage progression:

Hours Worked	October 10, 2006	February 1, 2007	February 1, 2008	February 1, 2009	February 1, 2010
0-300	7.75	8.00	8.00	8.00	8.00
301-650	7.80	8.05	8.05	8.05	8.05
651-1300	7.85	8.10	8.10	8.10	8.10
1301-1950	7.90	8.15	8.15	8.15	8.15
1951-2600	7.95	8.20	8.20	8.20	8.20
2601-3250	8.00	8.25	8.25	8.25	8.25
3251-3900	8.05	8.30	8.30	8.30	8.30
3901-4550	8.10	8.35	8.35	8.35	8.35
4551-5200	8.15	8.40	8.40	8.40	8.40
5201-5850	8.20	8.45	8.45	8.45	8.45
5851-6500	8.25	8.50	8.50	8.50	8.50
6501+	10.30	10.45	10.60	10.80	11.05

On October 10, 2006, and again on February 1, 2007, February 1, 2008, February 1, 2009, and February 1, 2010, all part-time employees hired prior to October 10, 2006 will be moved to the new wage progression above. In the event that an employee's movement to a new wage progression does not generate an increase of at least fifteen (15) cents (twenty (20) cents in 2009 and twenty-five (25) cents in 2010) per hour such employee will receive an off-scale increase in an amount that assures that they receive an increase of at least fifteen (15) cents per hour (twenty (20) cents in 2009 and twenty-five (25) cents in 2010). Any off-scale increase shall have effect for the remainder of the progression step the employee is presently at and they shall then proceed on the progression based on their accumulated hours of work.

For clarity, employees hired after October 10, 2006 will not be eligible to receive off-scale increases.

The following minimum hourly wage rates of pay for part-time employees hired after October 10, 2006 set forth below shall become effective from the following dates and remain in effect for the term of this Collective Agreement.

Hours Worked	October 10, 2006	February 1, 2007
0-300	7.75	8.00
301-650	7.80	8.05
651-1300	7.85	8.10
1301-1950	7.90	8.15
1951-2600	7.95	8.20
2601-3250	8.00	8.25
3251-3900	8.05	8.30
3901-4550	8.10	8.35
4551-5200	8.15	8.40
5201-5850	8.20	8.45
5851-6500	8.25	8.50
6501 +	10.15	10.15

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

SCHEDULE " B "

PART - TIME EMPLOYEES

1. It is agreed and recognized by both the Union and the Employer that due to the nature of the Employer's business, it is necessary to employ both full-time and part-time employees. The Employer agrees that part-time employees will not be scheduled to work in excess of thirty-two (32) hours per week except in the following circumstances:

(Note: Both the Employer and the Union agree that no part-time employee has a guarantee of hours, no part-time employee has the right to choose the shifts they work nor does the Employer have an obligation to maximize an employee's weekly schedule of hours. Scheduling will continue to be done by seniority, provided the employee has the ability, skills and qualifications to do the work.)

- 1) when full-time or part-time employees are absent;
 - 2) to cover of vacations;
 - 3) from December 1st to January 1st;
 - 4) during promotional period where an increase in business is anticipated;
 - 5) May 15th to September 30th;
 - 6) for training purposes;
 - 7) Emergency situations (i.e. power failure, snowstorm, refrigeration breakdown or acts beyond the control of the Owner).
2. Part-time employees shall be on probation for the first ninety (90) 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 of accumulated seniority with the Employer 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 qualifications and availability to perform the normal requirements of the job.
 - (c) The number of weekly hours of work shall be allotted according to seniority providing the senior employee has the skill, availability and ability to perform the normal requirements of the job.
4. The Employer shall post a bi-weekly schedule of hours of work for all employees by 12:00 noon on Friday for the coming weeks. Store hours shall be determined by the Employer and may be varied by the Employer should it be necessary. Should there be a change in the employee(s) regular schedule, the employee(s) affected shall be notified two (2) working days prior to such change, if possible. Employees shall be advised as to the reasons of such change of schedule.

5. REST AND MEAL PERIODS

- (a) part-time employees who are scheduled to work for four (4) hours shall be entitled to one (1) paid fifteen (15) minute rest period to be scheduled by the Employer;
 - (b) part-time employees who are scheduled to work five (5) hours or more shall be entitled to one (1) paid fifteen (15) minute rest period and one (1) fifteen minute unpaid rest period scheduled by the Employer.
6. The Employer will endeavor to give non-student part-time employees one (1) Saturday off every four (4) week.
7. If hired for full-time staff and terminated during the full-time probationary period 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.

Following successful completion of the full-time probationary period, a part-time employee who is hired full-time, shall be credited with fifty percent (50%) of his part-time bargaining unit seniority up to a maximum of one (1) year 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, they shall receive four (4) hours' pay except in the case of power failure, flood, fire or similar conditions beyond the control of the Employer.
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 Employer shall make available rain coats, winter coats and gloves for employees performing carry-out duties and such clothing shall be kept in a common area and shall replace same when reasonably required.
11. (a) part-time employees who are required to work on a paid holiday, shall receive one and one-half (1 1/2) times their regular hourly rate for all hours worked on such holiday plus holiday pay.
- (b) overtime at the rate of time and one-half (1 1/2) the employee's regular rate of pay shall be paid for all work performed by the employee in excess of eight (8) hours per day;
- (c) A part-time employee assigned to the duties of closing on a Sunday shall be paid a closing premium for all hours worked on such Sunday.
- (d) All work performed on Sunday when the store is not open for business shall be paid at the rate of time and one-half (1 1/2) of the employee's regular hourly rate. Store open for business includes two (2) hours prior to store opening and two (2) hours after store closing.

12. (a) Employees with more than one (1) year of service shall receive vacation pay based on four percent (4%) of their earnings for the vacation year;
- (b) Part-time employees shall be given two (2) weeks off for vacation purposes, on the same departmental basis as full-time employees.
13. No part-time employee shall be required to work a split shift unless it is mutually agreed between management and the employee concerned.
14. Part-time employees are expected to be available for work on a normal and regular basis.
15. PAID HOLIDAYS

The Employer agrees to the following Statutory Holidays with pay subject to the terms and conditions of the Employment Standards Act.

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

Employees hired after October 10, 2006 are not entitled to the Civic Holiday.

Note: Payment for working on the Civic Holiday is at the employee's regular hourly rate, in accordance with the Employment Standards Act.

16. BEREAVEMENT

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

17. 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":

ARTICLE 1: SCOPE

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of the Employer in the town of Thessalon, save and except Store Manager, persons above the rank of store manager, office and clerical staff.

ARTICLE 2: RECOGNITION

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

ARTICLE 3: NO DISCRIMINATION

3.01 There shall be no discrimination, intimidation, harassment or coercion by the Employer or the Union against any employee because of race, colour, religious beliefs, political opinions, creed, sex, age, handicap, marital status, Union related activities or for any other prohibited ground of discrimination under the Ontario Human Rights Code.

ARTICLE 4: MANAGEMENT

4.01 The Union agrees that the Employer has the exclusive right and power to manage its business to direct the working forces and to suspend, discharge or discipline employees for just and sufficient cause, to hire, promote, demote, transfer or layoff employees, to establish and maintain reasonable rules and regulations covering the operation of the store, provided however, that any exercise of these rights and powers in conflict with any of the provisions of this agreement shall be subject to the provisions of the grievance procedure as set out herein.

ARTICLE 5: UNION SECURITY

5.01 The parties agree that all employees covered hereunder shall, as a condition of their continued 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 employees 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 Employer.

5.03 The Employer shall deduct the Local Union Initiation Fees and the weekly regular 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, Sudbury, Ontario, P3C 4C5, on or before the fifteenth (15th) day of the month following the month in which such deductions are made. The Employer will at the same time submit a list of the employees from whose pay such deductions have been made.

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 Employer, a statement of the reasons for the action 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 reason contrary to its own Constitution or Local Union by-laws.

5.06 It shall be the Employer'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 The Employer agrees to provide the Union with a list of bargaining unit employees' names which shall include their addresses and telephone numbers each year by January 15th.

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 Employer agrees that there will be no lockout of employees during the life of this Agreement.

The terms "strike" and "lockout" shall be defined in accordance with the definitions set out in the Labour Relations Act, of the province of Ontario.

6.02 REPRESENTATION

The Employer agrees to recognize one (1) Union Steward and one (1) Alternate Steward 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 Employer in writing of the names of such stewards at the time of their appointment and the Employer 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 Union Steward shall, upon request by the Union Office, given at least two (2) work days notice, in advance, be allowed off work for up to two (2) hours, once per month, without pay, to attend to Union business for which the Union requires their presence away from the Employer premises.
- (d) On commencing employment, the Employer shall introduce the new employee to the union steward who shall 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 at a time agreeable to the Employer.

6.04 The Union Bargaining Committee shall be comprised of two (2) bargaining unit employee representatives along with full-time staff representatives of the Union.

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 Employer 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 prior authorization by the Local Union.

ARTICLE 7: ADJUSTMENT OF GRIEVANCES

7.01 Should any difference arise between the Employer and any of the employees, or between the Employer 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/or 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 Manager who shall give his answer verbally within seven (7) calendar days. The Store 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, griever's name, and indicate that a verbal Stage One meeting has been held. This form will be signed by the Store Manager. The Steward will sign and date the form immediately upon receiving the Store 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 Employer 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 ten (10) working 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 fifteen (15) 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 endeavour 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, 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) each of the parties will bear the fees of the Arbitrator appointed by them and the fees shall be borne equally by the parties;
- (c) if the Arbitrator decides that a discharge was without just and sufficient cause, the Arbitrator may re-instate the employee and may reimburse him for all time lost from the date of discharge up to the date of re-instatement, 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 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 Employer 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 Manager of the Employer or his replacement and a Business Representative of the Union and may be submitted to an Arbitrator as provided herein, if not settled within fifteen (15) 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 Employer 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 ten (10) days from the date of discharge. The Employer will give notice in writing of the reasons for such discharge to the employee within two (2) working days of the date of his discharge and the Employer shall, within such time, mail a copy of such notice to the Union Office and to the 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 Employer will give notice in writing of the reasons for such demotion or discipline to an employee within two (2) working days of the date of the demotion or discipline. The Steward or his replacement shall be given copies of all disciplinary notices given to employees at

the time they are issued, and a copy of all disciplinary notices given to employees shall be mailed to the Union Office immediately after being issued to an employee.

7.10 All discipline that is 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, unless the discipline is for workplace violence and/or harassment.

7.11 When an employee, who is covered by this Agreement, is called into a meeting with Management, to investigate the employee's alleged misconduct or to impose discipline upon him, a Union Steward will be present during the meeting or, if no Steward is available, another bargaining unit employee of his choice who is then at work, will be present during the meeting. The Steward or Union Representative will leave the meeting if requested to do so by the employee.

7.12 The Employer shall take disciplinary action against an employee within twelve (12) working days of the date of the incident or within twelve (12) working 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

8.04 The Employer shall post the seniority lists in a prominent place in the store every six (6) months and a copy of such lists shall be forwarded to the Union, presently located at 230 Regent Street, Sudbury, Ontario, P3C 4C5.

8.06 In the event that any employee is laid off for lack of work, such employee shall retain his bargaining unit seniority to be entitled to recall in accordance with his bargaining unit seniority standing up to twelve (12) consecutive months following his lay off, before other permanent help is hired, provided that such employee makes himself available within seven (7) working days after the mailing of the notice to return to work by the Employer. Such notice shall be sent by registered mail to the employee's address last recorded with the Employer.

8.07 BREAK IN BARGAINING UNIT SENIORITY

Seniority shall be considered terminated if an employee:

- (a) voluntarily leaves the employment of the Employer;
- (b) is discharged for just cause and is not reinstated through the grievance procedure;
- (c) is absent from work for more than three (3) working days without prior notification to the Employer;
- (d) if an employee is absent from work for more than three (3) consecutive working days unless the employee has a bona fide reason;
- (e) fails to return to work after a recall from lay-off within seven (7) working days after the delivery of notice of recall;
- (f) fails to return to work upon the conclusion of a leave of absence unless his failure to return is for reasonable cause;

- (g) fails to take a medical examination by a qualified medical practitioner when requested by the Employer, provided that the Employer shall pay the full costs associated with the examination.
- (h) uses an approved leave of absence for reasons other than those specified to the Employer.

8.08 TRANSFERS OUT OF BARGAINING UNIT

An employee transferring out of the bargaining unit will continue to accumulate bargaining unit seniority rights for twelve (12) months following their transfer, after which time they shall have no bargaining unit seniority.

ARTICLE 9: LEAVE OF ABSENCE

9.01 The Employer, upon the request of the Union shall grant leave of absence, without pay to one (1) employee who may be selected by the Union to attend Union business, providing such request is made at least three (3) weeks in advance. It is agreed that such leaves of absence shall not exceed one (1) week in duration.

9.02 The Employer 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. Upon completion of a six (6) month period, the employee shall be terminated unless an extension of the leave of absence is requested by the Union.

If the employee returns, he shall occupy his former or similar position in accordance with his seniority standing and qualifications.

9.03 The Employer shall grant leave of absence without pay to employees required to attend Union conferences and conventions, subject to the conditions set out in 9.01.

9.04 PREGNANCY AND PARENTAL LEAVE

Pregnancy and parental leave shall be governed by the terms of the Employment Standards Act as it may be from time to time. It is understood that regular employee benefits will continue to be provided during such leave.

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

9.06 The Store Owner may verbally give leave of absence for one (1) week or less.

ARTICLE 10: UNION SHOP PINS

10.01 The Employer further agrees that the employees may wear Union pins while on duty.

ARTICLE 11: TEMPORARY ASSIGNMENT

11.01 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.

ARTICLE 12: WEARING APPAREL

12.01 In the event that the Employer requires employees to wear a uniform, the Employer shall supply the initial uniform and any subsequent uniform shall be at a fifty fifty percent cost share basis. If the Employer changes the style of uniform, the Employer shall also supply the initial new uniform at no cost to the employee. Employees shall be responsible for the cleaning of their own uniforms.

Notwithstanding the above the Employer shall be responsible for the daily cleaning of meat department employee's coats and/or smocks.

ARTICLE 15: PAID HOLIDAYS

15.02 Qualification and payment for the paid holidays listed in Article 15.01 shall be in accordance with the Employment Standards Act, 2000 (ESA, 2000).

15.03 Employees absent on either their regularly scheduled shift prior to or following such holiday shall not be entitled to receive holiday pay unless such absence on either or both of these days was caused by certified illness or accident.

ARTICLE 16: BEREAVEMENT LEAVE

16.02 JURY DUTY

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

ARTICLE 17: VACATIONS WITH PAY

17.07 The Employer agrees that a minimum of three (3) employees may be absent on vacation at any one time providing the Employer has a sufficient work force to maintain proper operation of the business.

ARTICLE 18: COMPENSATION FOR ACCIDENTS AT WORK

18.01 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 Employer 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.

18.02 The parties agree to establish a joint Health and Safety committee as per the Occupational Health and Safety Act.

ARTICLE 20: BULLETIN BOARDS

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

Joint Council Representative or a Representative of the International Union.

20.02 UNION REPRESENTATIVE VISITS TO STORE

The Employer agrees that a full-time representative of the Union, or the International Union after contacting the Store Manager or Owner, 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 Employer's business.

20.03 INTERPRETATION

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

ARTICLE 21: WAGES:

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

ARTICLE 22: BARGAINING UNIT WORK, STUDENTS, PART-TIME AND TEMPORARY EMPLOYEES:

22.01 It is agreed and recognized by both the Union and the Employer that due to the nature of the Employer's business it is necessary to employ both full-time and part-time employees.

22.02 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 instruction or training employees.

22.03 Suppliers and representatives other than pop, chips, bread, bulk cookies, 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. The parties agree that this section 22.03 may be expanded upon by mutual agreement between the parties.

22.04 Part-time employees shall not be used to the extent that they cause the layoff of a full-time employee, prevent the recall of a full-time employee on lay-off or cause a reduction in hours to any full-time employee.

22.05 The terms and conditions of employment covering students and part-time employees shall be as set out in Schedule "B" of this collective agreement.

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

22.07 GENERAL

 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.

ARTICLE 23: TERMINATION AND RENEWAL

23.01 This Agreement shall become effective as of the 10th day of October, 2006 and shall continue in effect until the 9th day of October, 2011, 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.

LETTER OF AGREEMENT

BETWEEN: **SENOX LTD.**
 c.o.b. as JONES VALU-MART
 (hereinafter referred to as the "Employer")

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

1. Should the legislation be changed to allow for Sunday and Statutory Holiday work to be a regular work day, the Union will meet with the Employer to review the possibility of changing the overtime and/or Sunday premium rates in the respective articles of the Agreement.

2. The Employer may introduce bi-weekly direct deposit over the life of the Collective Agreement. It is understood that employees will have a choice of the local financial institution.

DATED THIS _____ DAY OF _____, 2007.

SIGNED FOR THE EMPLOYER

SIGNED FOR THE UNION

DONALD JONES
Owner/Manager

JEFFREY J. BARRY
Secretary-Treasurer

LETTER OF UNDERSTANDING

BETWEEN: **SENOX LTD.**
 c.o.b. as JONES VALU-MART
 (hereinafter referred to as the "Employer")

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

COMPUTER ASSISTED ORDERING MANAGER

Should the Employer introduce the position of Computer Assisted Ordering (CAO) Manager the parties agree to meet to discuss the implementation of the position.

DATED THIS _____ DAY OF _____, 2007.

SIGNED FOR THE EMPLOYER

SIGNED FOR THE UNION

DONALD JONES
Owner/Manager

JEFFREY J. BARRY
Secretary-Treasurer