

COLLECTIVE AGREEMENT

BETWEEN

SENOX LIMITED

carrying on a business as

JONES VALU-MART

AND

NORTHERN JOINT COUNCIL

- of the -

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

- of the -

**UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION**



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COLLECTIVE AGREEMENT

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

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

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, **disability**, 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 shall, on or about January 15th of each calendar year submit to the Union a list of all employees. Such list shall include the following:

- full name (last, first, initials)
- full address including city and postal code
- telephone numbers (including area code)
- date of hire
- department and classification
- full-time or part-time status
- social insurance number (SIN), subject to the consent of the employee

5.08 It is the sole responsibility of the Union to ensure that the personal employee information provided in accordance with Article 5 is used in a manner consistent with the purpose, for which it was collected, that the privacy of the information is protected in accordance with any applicable legislation or jurisprudence. For clarity, once provided to the Union in accordance with Article 5 the employer bears no responsibility whatsoever for the safe keeping or use of this personal employee information.

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) **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

- (a) Should the Employer and the Union fail to reach settlement upon any grievance dealt with by them, either party may refer the grievance to arbitration. Such referral shall be forwarded to the other party in writing within thirty (30) calendar days after receipt of the stage two decisions and shall contain a list of names of three (3) suggested arbitrators.**
- (b) The Employer and the Union shall endeavour to choose a mutually acceptable arbitrator from such list who shall hear the arbitration. Should the Employer and the Union fail within a further fifteen (15) calendar 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.**
- (c) The arbitrator so chosen by either of the above methods shall hear evidence of both parties and render his decision as soon as possible 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.**
- (d) No person shall be appointed as an arbitrator who has been involved in the grievance.**
- (e) 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.**

- (f) The arbitrator shall not be authorized to make any decisions inconsistent with the provisions of this agreement, nor to alter, annul, modify, or amend any part of this agreement;
- (g) The fees and all related costs of the single arbitrator shall be borne equally by the parties;
- (h) If the arbitrator decides that a discharge was without just and sufficient cause, the arbitrator may re-instate the employee and may reimburse them 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.
- (i) 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, to refer a grievance to a single arbitrator.

GENERAL

7.03 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.

7.04 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) **calendar** days.

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

7.06 The Employer will not discipline or discharge any employee without just and sufficient cause.

7.07 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) **calendar** 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) calendar** 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.

7.08 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) calendar** 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.

7.09 (a) **All written notices of discipline that are 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 written notice is for workplace violence and/or harassment. It is understood that this provision does not apply to suspensions.**

- (b) **All suspensions that are more than eighteen (18) months old shall not thereafter form part of an employee's record and shall not be admissible in evidence at arbitrations, unless the suspension is for workplace violence and/or harassment.**

7.10 When an employee, who is covered by this Collective Agreement, is called into a meeting with Management, to investigate the employee's alleged misconduct or to impose discipline upon him, a Union Steward of the employee's choice shall be present during the meeting, so long as that Union Steward is available at the time of the meeting. If the Union Steward chosen by the employee is not available or the employee does not choose a Union Steward, the Employer shall assign an available Union Steward to attend this meeting.

Should no steward be available, time limits shall be adjusted accordingly. In cases of immediate discharge, in the absence of an available steward, another bargaining unit employee of the employee's choice shall be present at the meeting. Should the discharged employee not choose another employee to be present, the Employer shall select such employee.

7.11 The Employer shall take disciplinary action against any employee within **twelve (12) calendar** days of the incident giving rise to the discipline or within **twelve (12) calendar** days of the Employer becoming aware of the incident. In the event the employee is not working during the twelve (12) calendar day period, such period shall be extended to include the employees return day.

7.12 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 an updated seniority list on the Union Bulletin Board every January and July. At such time, a copy shall be given to the Union Stewards and a copy shall be forwarded to the Union Office. The seniority list shall include the employee's full name, full and part-time seniority dates.**

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 **ten (10) calendar** 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.

8.09 JOB POSTING

- (a) **In the event of a vacancy occurring for any full-time bargaining unit position or a newly created position, employees covered under Appendix "B" of this Agreement shall receive preference for such full-time positions. The Employer agrees that the following factors shall determine which employee shall fill the vacancy or newly created position.**
 - (i) **the ability and qualifications to perform the normal requirements of the position; and**
 - (ii) **the seniority ranking of the employees who have applied for the vacancy or newly created position.**
- (b) **All full-time bargaining unit positions will be posted for a period of seven (7) calendar days. All interested employees will be eligible to**

apply for such positions in writing. A copy of such posting along with the successful applicant shall be forwarded to the union office.

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

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) **days** 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.

11.03 An employee who is assigned to relieve management for more than two (2) calendar days within the work week shall receive one (\$1.00) dollar per hour over his regular hourly rate retroactive to the first day. If a paid holiday falls during a week in which the above-noted premium is paid, the premium shall also be applied to the paid holiday hours provided he has worked the full week.

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.

12.02 Where an employee is required by the Employer to wear safety shoes, the employee will be reimbursed (with receipts) up to twenty-five (\$25.00) dollars once every two (2) years.

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
Good Friday

Labour Day
Thanksgiving Day

Victoria Day
Canada Day
Civic Holiday (first Monday
in August)

Christmas Day
Boxing Day
Family Day

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

Mother, father, 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

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

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

- (d) **Employees may retain one (1) of the above days in order to attend an interment as scheduled for a later date, but within one (1) year of the death.**

- (e) **Additional days requested may be granted without pay.**

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. **Pay for Jury Duty shall be provided for a maximum of ten (10) days.**

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

Effective sixty (60) days following the date of ratification (February 28, 2012), replace the current health and welfare plan as follows:

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.

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 [the date of Ratification (February 28, 2012)], he shall be eligible for coverage after one year from the date of hire and that benefit coverage shall be a shared cost of seventy-five (75%) percent Employer paid and twenty-five (25%) percent Employee paid.

Question of eligibility requirements under the benefit plan and determined by the Insurance Company are not arbitral under the terms of the Collective Agreement.

19.02 LIFE INSURANCE

The Employer agrees to provide active full-time employees until retirement at no cost. Life Insurance equivalent to one (1) times an employee's annual earnings.

The Employer further agrees to provide Life Insurance to retired employees in the amount of two thousand (\$2000.00) dollars.

19.03 ACCIDENTAL DEATH & DISMEMBERMENT

The Employer agrees to provide all active full-time employees with Accidental Death and Dismemberment benefit coverage equal to one (1) times their annual earnings in case of accidental death. Coverage is also provided for other losses such as speech and hearing.

19.04 SHORT TERM DISABILITY

The Employer agrees to provide Short Term Disability benefits to all active full-time employees from the first (1st) day of an accident or the first (1st) full-time day of hospitalized or the fourth (4th) day of sickness. The Plan will pay sixty-six and two thirds percent (66 2/3%) of basic earnings for the first two (2) weeks, then Unemployment Insurance will pay fifteen (15) weeks, then the Plan will resume payments for thirty-five (35) weeks.

19.05 LONG TERM DISABILITY

The Employer agrees to provide Long Term Disability benefits for active full-time employees after fifty-two (52) weeks if an Employee is unable to perform any occupation (reasonably suited by means of training, education or experience). The Plan will provide for sixty-six and two-thirds percent (66 2/3%) of an Employee's basic monthly earnings to a maximum of one thousand five hundred (\$1500.00) dollars. Coverage would cease the date an Employee attains sixty-five (65) years of age.

19.06 SEMI-PRIVATE HOSPITAL

The Employer agrees to provide for Semi-Private Hospital care and O.H.I.P. Supplemental or Supplementary Health Care benefits for active full-time employees on the following basis:

- (i) twenty-five dollars (\$25.00) deductible for single, and fifty dollars (\$50.00) deductible for each family each calendar year.
- (ii) the Plan provides for reimbursement of eighty (80%) percent of Semi-Private hospital costs.
- (iii) the Plan provides for reimbursement of eighty (80%) percent of Prescription Drugs with no deductible for this coverage.

19.07 O.H.I.P. Supplemental or Supplemental Health Care

The Plan provides coverage for active full-time employees which includes ambulance services, rental of wheel chairs and hospital equipment, private nursing (with a ten thousand dollar [\$10,000.00] maximum every thirty-six (36) months), artificial limbs and braces. Also, included are services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist and masseur (each with a maximum of ten dollars [\$10.00] per visit, thirty [30] visits per year). In addition, services of a psychologist (three hundred dollars [\$300.00] per year) are also covered. Dental treatment for accidental injury to teeth and outside Canada coverage for physician and surgeons is covered.

19.08 DENTAL

The Employer agrees to provide Dental coverage for active full-time employees after a twenty-five (\$25.00) deductible for single, and fifty-dollar (\$50.00) deductible for family each year.

The Plan provides for one hundred percent (100%) reimbursement for cleaning, polishing, x-rays and fluoride treatments, once every nine (9) months for employees and dependents over eighteen (18) years of age two (2) times per calendar year for employees and dependents eighteen (18) years of age and under. Extractions, fillings, injections, consultations, root canal therapy, endodontic and periodic treatment are covered.

The Plan provides for a maximum of one thousand dollars (\$1000.00) per family member per year. Reimbursement is based on a two (2) year lag to the Ontario Dental Association Fee Guide.

All employees must participate in the Plan, however, if a spouse is covered by Health and Dental benefits, he or she may waive the Health and Dental coverage. Coverage would be made available if for some reasons duplicate coverage ceases.

19.09 VISION CARE

The Employer agrees to pay an employee up to one hundred and fifty (\$150.00) 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:

Northern 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 **28th** day of **February, 2012** and shall continue in effect until the **27th** day of **February, 2017** 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 _____, 2012

SIGNED FOR THE EMPLOYER

SIGNED FOR THE UNION

BRENDA JONES
Owner/Manager

GREG THOMAS
Bargaining Committee Representative

DON ARCHIBALD
Bargaining Committee Representative

ROB CULLEN
Representative

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 minimum hourly 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.

Classifications	Start	6 mths	12 mths	18 mths	24 mths	30 mths	36 mths	42 mths
Meat Manager	\$12.40	\$13.05	\$13.70	\$14.35	\$15.00	\$15.65	\$16.30	\$16.95
Meat Cutter	\$11.40	\$12.05	\$12.70	\$13.35	\$14.00	\$14.65	\$15.30	\$15.95
Produce Manager	\$10.25	\$10.50	\$10.75	\$11.00	\$11.25	\$11.50	\$11.75	\$12.00
Grocery Manager	\$10.25	\$10.45	\$10.65	\$10.85	\$11.05	\$11.25	\$11.45	\$11.65
Bakery/Deli Manager	\$10.25	\$10.50	\$10.75	\$11.00	\$11.25	\$11.50	\$11.75	\$12.00
Head Cashier	\$10.25	\$10.50	\$10.75	\$11.00	\$11.25	\$11.50	\$11.75	\$12.00
Assistant Grocery Mgr	\$10.25	\$10.50	\$10.75	\$11.00	\$11.25	\$11.50	\$11.75	\$12.00
Clerk/Cashier	\$10.25	\$10.35	\$10.45	\$10.55	\$10.65	\$10.75	\$10.85	\$10.95

Classifications	Effective Date of Ratification Feb.28, 2012	Effective Feb.28, 2013	Effective Feb.28, 2014	Effective Feb.28,2015	Effective Feb.28, 2016
	48 mths	48 mths	48 mths	48 mths	48 mths
Meat Manager	\$17.70	\$17.90	\$18.10	\$18.30	\$18.55
Meat Cutter	\$16.80	\$17.00	\$17.20	\$17.40	\$17.65
Produce Manager	\$12.45	\$12.65	\$12.85	\$13.05	\$13.30
Grocery Manager	\$12.15	\$12.35	\$12.55	\$12.75	\$13.00
Bakery/Deli Manager	\$12.45	\$12.65	\$12.85	\$13.05	\$13.30
Head Cashier	\$12.45	\$12.65	\$12.85	\$13.05	\$13.30
Assistant Grocery Mgr	\$12.45	\$12.65	\$12.85	\$13.05	\$13.30
Clerk/Cashier	\$11.30	\$11.50	\$11.70	\$11.90	\$12.15

Regular full-time employees at or beyond the end rate of pay who are on the payroll on the Date of Ratification (February 28th, 2012) will be provided with the following:

- Effective on the first pay week following date of ratification (February 28, 2012), the Employer shall provide an Increase of twenty-five (\$0.25) cents per hour, retro-active on all hours worked to October 9th, 2011.
- Effective the first anniversary of the date of ratification (February 28, 2013), the Employer shall provide an increase of twenty (\$0.20) cents per hour.

- **Effective the second anniversary of the date of ratification (February 28, 2014), the Employer shall provide an increase of twenty (\$0.20) cents per hour.**
- **Effective the third anniversary of the date of ratification (February 28, 2015), the Employer shall provide an increase of twenty (\$0.20) cents per hour.**
- **Effective the fourth anniversary or the date of ratification (February 28, 2016), the Employer shall provide an increase of twenty-five (\$0.25) cents per hour.**

The above wage increases will be applied to the end rates of the existing 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

A-2 All part-time employees will be paid in accordance with the following minimum hourly rates of pay:

Hours Worked	Effective Date of Ratification Feb.28.2012	Effective Feb.28.2013	Effective Feb.28.2014	Effective Feb.28.2015	Effective Feb.28.2016
0-300	\$10.25	\$10.25	\$10.25	\$10.25	\$10.25
301-650	\$10.30	\$10.30	\$10.30	\$10.30	\$10.30
651-1300	\$10.35	\$10.35	\$10.35	\$10.35	\$10.35
1301-1950	\$10.40	\$10.40	\$10.40	\$10.40	\$10.40
1951-2600	\$10.45	\$10.45	\$10.45	\$10.45	\$10.45
2601-3250	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50
3251-3900	\$10.55	\$10.55	\$10.55	\$10.55	\$10.55
3901-4550	\$10.60	\$10.60	\$10.60	\$10.60	\$10.60
4551-5200	\$10.65	\$10.65	\$10.65	\$10.65	\$10.65
5201-5850	\$10.70	\$10.70	\$10.70	\$10.70	\$10.70
5851-6500	\$10.75	\$10.75	\$10.75	\$10.75	\$10.75
6501 +	\$11.20	\$11.35	\$11.50	\$11.65	\$11.80

Employees shall be placed on the new wage progression in accordance with their actual hours worked. Where required, the Employer will provide a retroactive payment to all part-time employees to a maximum of fifteen (\$0.15) cents per hour.

Regular part-time employees at or beyond the end rate of pay who are on the payroll on the date of ratification (February 28, 2012) will be provided with the following:

- Effective on the first pay week following date of ratification (February 28, 2012), the Employer shall provide an increase of fifteen (\$0.15) cents per hour, retro-active on all hours worked to October 9, 2011.
- Effective the first anniversary of the date of ratification (February 28, 2013), the Employer shall provide an increase of fifteen (\$0.15) cents per hour.
- Effective the second anniversary of the date of ratification (February 28, 2014), the Employer shall provide an increase of fifteen (\$0.15) cents per hour.
- Effective the third anniversary of the date of ratification (February 28, 2015), the Employer shall provide an increase of fifteen (\$0.15) cents per hour.
- Effective the fourth anniversary of the date of ratification (February 28, 2016), the Employer shall provide an increase of fifteen (\$0.15) cents per hour.

Effective the Sunday following date of ratification (February 28, 2012) the following minimum hourly rates of pay will apply to all part-time employees under 18 years old.

Hours Worked	Hourly Rate
0-300	\$9.60
301-650	\$9.65
651-1300	\$9.70
1301-1950	\$9.75

Upon reaching their 18th birthday or achieving 1951 hours worked, part-time clerks who are on this progression will be moved to the regular part-time wage progression according to their full accumulated hours of work.

Notwithstanding the 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.

SIGNING BONUS

Full-time employees active on the payroll on date of ratification (February 28, 2012) will be eligible to receive a signing bonus of two hundred and fifty (\$250.00) dollars.

Part-time employees active on the payroll on date of ratification (February 28, 2012), will be eligible to receive a signing bonus of fifty (\$50.00) dollars.

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, **disability**, 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 shall, on or about January 15th of each calendar year submit to the Union a list of all employees. Such list shall include the following:

- full name (last, first, initials)
- full address including city and postal code
- telephone numbers (including area code)
- date of hire
- department and classification
- full-time or part-time status
- social insurance number (SIN), subject to the consent of the employee

5.08 It is the sole responsibility of the Union to ensure that the personal employee information provided in accordance with Article 5 is used in a manner consistent with the purpose, for which it was collected, that the privacy of the information is protected in accordance with any applicable legislation or jurisprudence. For clarity, once provide to the Union in accordance with Article 5 the employer bears no responsibility whatsoever for the safe keeping or use of this personal employee information.

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) **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

- (a) **Should the Employer and the Union fail to reach settlement upon any grievance dealt with by them, either party may refer the grievance to arbitration. Such referral shall be forwarded to the other party in writing within thirty (30) calendar days after receipt of the stage two decisions and shall contain a list of names of three (3) suggested arbitrators.**

- (b) The Employer and the Union shall endeavour to choose a mutually acceptable arbitrator from such list who shall hear the arbitration. Should the Employer and the Union fail within a further fifteen (15) calendar 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.
- (c) The arbitrator so chosen by either of the above methods shall hear evidence of both parties and render his decision as soon as possible 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.
- (d) No person shall be appointed as an arbitrator who has been involved in the grievance.
- (e) 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.
- (f) The arbitrator shall not be authorized to make any decisions inconsistent with the provisions of this agreement, nor to alter, annul, modify, or amend any part of this agreement;
- (g) The fees and all related costs of the single arbitrator shall be borne equally by the parties;
- (h) If the arbitrator decides that a discharge was without just and sufficient cause, the arbitrator may re-instate the employee and may reimburse them 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.
- (i) 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, to refer a grievance to a single arbitrator.

GENERAL

7.03 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.

7.04 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) calendar days.

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

7.06 The Employer will not discipline or discharge any employee without just and sufficient cause.

7.07 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) **calendar** 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) **calendar** 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.

7.08 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) calendar** 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.

7.09 (a) **All written notices of discipline that are 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 written notice is for workplace violence and/or harassment. It is understood that this provision does not apply to suspensions.**

(b) **All suspensions that are more than eighteen (18) months old shall not thereafter form part of an employee's record and shall not be admissible in evidence at arbitrations, unless the suspension is for workplace violence and/or harassment.**

7.10 When an employee, who is covered by this Collective Agreement, is called into a meeting with Management, to investigate the employee's alleged misconduct or to impose discipline upon him, a Union Steward of the **employee's choice shall be present during the meeting so long as that Union Steward is available at the time of the meeting. If the Union Steward chosen by the employee is not available or the employee does not choose a Union Steward, the Employer shall assign an available Union Steward to attend this meeting.**

Should no steward be available, time limits shall be adjusted accordingly. In cases of immediate discharge, in the absence of an available steward, another bargaining unit employee of the employee's choice shall be present at the meeting. Should the discharged employee not choose another employee to be present, the Employer shall select such employee.

7.11 The Employer shall take disciplinary action against **any** employee within **twelve (12) calendar** days of the incident giving rise to the discipline or within **twelve (12) calendar** days of the Employer becoming aware of the incident. **In the event the employee is not working during the twelve (12) calendar day period, such period shall be extended to include the employees return day.**

7.12 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 an updated seniority list on the Union Bulletin Board every January and July. At such time, a copy shall be given to the Union Stewards and a copy shall be forwarded to the Union Office. The seniority list shall include the employee's full name, full and part-time seniority dates.

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 **ten (10) calendar** 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 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.

12.02 Where an employee is required by the Employer to wear safety shoes, the employee will be reimbursed (with receipts) up to twenty-five (\$25.00) dollars on a one time basis during the life of the Collective Agreement.

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

16.01 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

Mother, father, 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

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

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

- (d) **Employees may retain one (1) of the above days in order to attend an interment as scheduled for a later date, but within one (1) year of the death.**

- (e) **Additional days requested may be granted without pay.**

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 **28th** day of **February, 2012** and shall continue in effect until the **27th** day of **February, 2017** 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 #1

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

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

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 _____, 2012

SIGNED FOR THE EMPLOYER

SIGNED FOR THE UNION

BRENDA JONES
Owner/Operator

ROB CULLEN
Representative

LETTER OF AGREEMENT #2

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

AND: **NORTHERN JOINT COUNCIL - of the - RETAIL, WHOLESAL**
 AND DEPARTMENT STORE UNION, DISTRICT COUNCIL - of the
 - UNITED FOOD AND COMMERCIAL WORKERS
 INTERNATIONAL UNION
 (bereinafter called "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 _____, 2012.

SIGNED FOR THE EMPLOYER

SIGNED FOR THE UNION

BRENDA JONES
Owner/Operator

ROB CULLEN
Representative

LETTER OF AGREEMENT #3

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

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

JOINT LABOUR MANAGEMENT MEETINGS

- (a) As a result of discussions at negotiations related to the mutual benefits associated with a positive labour relations environment, the parties agree to conduct Joint Labour Management Meetings (JLM's) commencing within sixty (60) calendar days of the ratification of the Collective Agreement. Attendees shall include two (2) representatives of the Union and two (2) representatives of the Employer. An additional resource person may accompany the representatives of either party on mutual agreement.**

- (b) JLM's shall be scheduled on an as needed basis, however not less than twice per year. Meetings shall be at a mutually agreed time and place. Each party shall notify the other party of the proposed written Agenda as far in advance of the meeting as possible, but no later than one week before the meeting. The meetings shall be co-chaired between a Union member and an Employee member on a rotational basis.**

- (c) The purpose of the JLM's is to discuss items of mutual concern to Management and Staff. Employees' invited to attend the JLM's shall suffer no loss of earnings for attending during their regularly scheduled hours.**

DATED THIS _____ DAY OF _____, 2012.

SIGNED FOR THE EMPLOYER

SIGNED FOR THE UNION

BRENDA JONES
Owner/Operator

ROB CULLEN
Representative