



COLLECTIVE AGREEMENT

BETWEEN

RCSS INC.

**operating business as
REAL CANADIAN SUPERSTORE**

AND

**UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCALS 175 & 633**

TERM

SEPTEMBER 8, 2024 – SEPTEMBER 2, 2029

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COLLECTIVE AGREEMENT

BETWEEN: **RCSS INC. operating business as
REAL CANADIAN SUPERSTORE
1485 Lasalle Boulevard, Sudbury (Ontario)
(Hereinafter called the "Employer")**

AND: **UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCALS 175 & 633
(Hereinafter called the "Union")**

ARTICLE 1 – RECOGNITION

1.01 Real Canadian Superstore recognizes the Union as the sole collective bargaining agency for all employees of the Employer located at the Real Canadian Superstore (s) in the District of Sudbury, and the City of Timmins in the Province of Ontario, save and except:

- Store Manager, persons above the rank of Store Manager,
- Assistant Store Managers (maximum of 3 per store),
- Food Department Managers, SAP Manager, Bookkeeper,
- DSTM Managers (up to twelve 12),
- DSTM Assistant Department Managers (up to six 6),
- Food Department Assistant Managers (up to two 2)
- The Pharmacy, Loss Prevention and EDS Department

The Employer shall not enter into any agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively.

1.02 This agreement shall set out the terms and conditions of employment of Real Canadian Superstore (s) in the District of Sudbury and the City of Timmins which have 35% or more of their selling square footage in the department store type merchandise (DSTM).

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

department may be added to the exclusions under Article 1 by mutual agreement of the parties.

From time to time, the Employer may establish new DSTM departments according to the following criteria:

- (i) A new group of products or commodities are to be sold;
- (ii) The pre-existing mix of products or commodities is substantially altered to the extent that merchandising and staff requirements are substantially altered.

The Employer will provide the Union with a list of the current DSTM departments in each store and will advise the Union prior to implementing any changes to those lists.

The Department Managers, DSTM Managers and Assistant DSTM Managers will not normally perform work outside of the department that they are managing, except as follows:

- They may perform work outside their department for coverage in other departments and/or scheduling regions (i.e. off hours, days off, absence, vacation, meal periods, breaks, inventory counts etc).
- When acting as the store manager, when the store manager and assistant store managers are absent from the store, they may perform the functions normally performed by the store manager.

The Employer agrees that for each violation of this section, they will pay a penalty of one hundred dollars (\$100.00) payable to the Union's Education Fund.

ARTICLE 2 – NO DISCRIMINATION

- 2.01 There shall be no discrimination on account of race, colour, creed, national origin, sex, sexual orientation, gender identity, gender expression, age or membership in the Union and the Employer agrees to abide by the Ontario Human Rights Code.
- 2.02 The Union and the Employer agree that locations covered by this Collective Agreement shall be free of all harassment. The Employer and the Union agree to cooperate with each other in preventing and eliminating harassment in the workplace as quickly as possible.

There shall be zero tolerance for customer rudeness, impropriety and abuse. No employee shall be required to continue to serve a customer who has engaged in any of these behaviours. Management shall take proactive steps to discourage improper customer behaviour.

ARTICLE 3 – MANAGEMENT

- 3.01 The Union acknowledges the right of the Employer to manage its business in all respects, to direct the working force, to introduce new and improved methods and facilities and to establish and maintain reasonable rules and regulations.
- 3.02 The Union acknowledges further that is the function of the employer to hire, promote, demote, transfer and lay-off employees, to suspend, discipline and discharge employees for just and sufficient cause. Any exercise of these rights in conflict or inconsistent with the provisions of this agreement shall be subject to the provisions of the grievance procedure set forth in Article 7.
- 3.03 The Union agrees that the Employer has the exclusive right and power to study or introduce new or improved production and/or handling methods and facilities.
- 3.04 The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other recognized functions of Management not specifically covered by this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.

ARTICLE 4 – UNION SECURITY

- 4.01 The parties agree that all employees covered hereunder shall, as a condition of their employment, become and remain members of the Local Union in good standing in accordance with the By Laws and Constitutions of the Union.
- 4.02 The Employer shall remit to the Union, the United Food and Commercial Workers International Union Membership Application Form signed by the new employee.
- 4.03 (a) The Employer shall deduct Initiation Fees and the weekly regular union dues and special assessments in the amount and manner specified by the Union By Laws and Constitutions from each pay cheque due to each employee covered by this Agreement and remit such monies so deducted to the United Food and Commercial Workers Canada Local 175 & 633 presently located at 2200 Argentia Road, Mississauga,

Ontario, L5N 2K7, on or before the 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.

(b) The Employer shall, on a monthly basis in conjunction with dues remittances as per Article 4.03 (a), 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
- Rate of pay
- Full-time or part-time status
- Employee's social insurance number
- Hours worked

Such list shall highlight changes to the above and indicate newly-hired employees as well as those who have dropped the employment of the Employer since the last dues remittance and the date of such departure. The foregoing list shall be ranked by department and seniority and sent by electronic mail or mail.

4.04 On a quarterly basis, the Employer will supply to the Union a statement consisting of each employee's name, store number, current address and postal code, providing the employee consents to the Employer providing the information. This statement will be forwarded to the Union at the time of the regular union dues remittance.

The Employer agrees to give the Union a list of new employees hired each month. The Employer also agrees at the same time each month to supply to the Union with a list of known name changes and a list of all persons whose employment has been terminated.

4.05 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.

4.06 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.

- 4.07 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.
- 4.08 The Employer shall on or about January 1st and July 1st of each calendar year, provide the Union with a list of bargaining unit employees showing such employee's name, address and telephone numbers.
- 4.09 Upon hiring, employees shall be provided with a copy of the collective agreement and shall be introduced to the store stewards.

ARTICLE 5 – NO CESSATION OF WORK

- 5.01 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.

- 5.02 There will be up to four (4) union stewards (2 full time and 2 part time) per store plus one (1) additional union steward for every one hundred (100) employees or portion thereof, preferably from different areas of the store. The Manager or their designate shall introduce each new employee to the union steward.
- 5.03 Permission for a union steward to leave their work station for a reasonable period of time for union business shall be obtained from the Store Manager or their designate. Permission shall not be unreasonably withheld. The Manager or their designate shall meet with a union steward designated by the Union during working hours to discuss any issues or concerns. The Store Manager or their designate will introduce the union steward to each new employee for purposes of orientation. Such time spent, shall not exceed 15 minutes in duration.
- 5.04 The Company agrees to pay the cost of the meeting room and lost wages of the negotiating committee to a maximum of six (6) members. Such payments will be based on the average hours worked in four (4) weeks prior to negotiations commencing for part-time employees, and based on forty (40) hours regular pay per week for full-time employees.

- 5.05 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.
- 5.06 It will be the duty of the Employer to display prominently union shop cards in the store where union members are employed. Those cards shall remain the property of the Union and the Employer shall have their usage only such time as the Union shall request their return. The Employer agrees to surrender same immediately upon demand by the Union.
- 5.07 It is agreed that the Business Representative of the Union shall be admitted during working hours, at reasonable times, to interview employees while on duty or to inspect working conditions provided, however, that such visits shall be calculated to cause a minimum of disturbance with the Employer's business and further that the Business Representative shall report their presence to the Store Manager on the occasion of each visit.

ARTICLE 6 – ADJUSTMENT OF GRIEVANCES

6.01 Stage One

The employee concerned and a Union steward or Union representative may within seven (7) calendar days of the alleged occurrence said to have caused the grievance, take the matter up with the Store Manager who shall give their answer verbally within three (3) calendar days.

The Store Manager, a Union Steward and/or a Union Representative will confirm in writing that a Stage One meeting has 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) 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.

- 6.02 (a) Arbitration
When either party requests that a grievance be submitted to arbitration, the notice shall contain the name and address of its nominee. Within twenty-one (21) calendar days thereafter, the other party shall answer by indicating the name and address of its appointee. Should the Union and the Employer nominee fail, within twenty-one (21) calendar days to agree on an Arbitrator, than a joint application shall be made to the Minister of Labour for the Province of Ontario, for the appointment of an Arbitrator forthwith.
- (b) No person shall be appointed as an arbitrator who has been involved in the grievance.
- 6.03 (a) 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;
- (b) 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;
- (c) The proceedings of the arbitration will be expedited by the parties, and the decision of the majority of the members shall be final and binding upon the parties and the employee or employees concerned.
- (d) The fees of the Arbitrator shall be borne equally by the parties;
- (e) If the Arbitrator decides that a discharge was without just and sufficient cause, they 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, or by any other arrangement which is just and equitable, in the opinion of the majority of Arbitrator;
- (f) 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.

- 6.04 General
The time limits mentioned in this Article 6 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.

- 6.05 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 or their designate 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.
- 6.06 Wage grievances shall be taken up within seven (7) calendar days after the employee has received their disputed pay.
- 6.07 The Employer will not discipline or discharge any employee without just and sufficient cause.
- 6.08 If a discharged employee believes that their discharge was without just and sufficient cause, they 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 their discharge and the Employer shall, within such time, mail a copy of such notice to the Union Office and to the Chief Steward.
- 6.09 If an employee is demoted as a result of discipline or disciplined in another manner and they believe that such demotion or discipline is without just and sufficient cause, they 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 Chief Steward or their replacement shall be given copies of all disciplinary notices given to the 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.
- 6.10 The Union agrees to co-operate in an endeavor to correct inefficiencies of employees which might necessitate disciplinary action.
- 6.11 The Employer agrees that whenever an interview is held with an employee relating to any alleged inefficiency or breach of duty which will become part of such employee's record regarding their work or conduct, a store steward and/or the Union representative shall be present at such interview.

In the event no store steward is at work, the Company shall not hold or conduct any meeting with an employee until a union steward is available to attend such meeting. It is understood between the parties that they will waive the time limits for the serving of discipline in this case.

If an interview is held without a store steward and/or Union representative present, the disciplinary action taken will become null and void.

The Employer agrees to furnish the employee with a copy of any official reprimand, discipline, or discharge within two (2) calendar days of the disciplinary interview. The Employer shall forward a copy of such letter to the Union office.

- 6.12 Should the Employer discipline, reprimand or discharge an employee, said employee will be disciplined, reprimanded or discharged within ten (10) calendar days of discovery of the alleged offence except that an extension of time may be requested and will not be unreasonably denied to complete the investigation.

Disciplinary warnings and/or reprimands which predate a disciplinary action by more than twelve (12) continuous months of employment shall not be adduced in evidence against an employee in any subsequent disciplinary proceedings in which the employee is involved. Proven incidences related to harassment and violence in the workplace will not be subject to the sunset clause contained herein.

- 6.13 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 7 – BARGAINING UNIT SENIORITY

- 7.01 An employee shall be on probation during their first forty-five (45) worked days of employment without seniority rights during which period they may be dismissed by the Employer without recourse. It is understood that 45 worked days are scheduled full 8/10 hour shifts worked and do not include unscheduled shifts. 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.

- 7.02 Application of Bargaining Unit Seniority
Bargaining unit seniority is the principle of granting preference amongst full-time employees for promotions, demotions, transfers, lay-offs for lack of work, and 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.

- 7.03 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.

7.04 Super Seniority for Union Stewards

In order to avoid lay-off or a reduction to less than forty (40) hours per week, and notwithstanding their bargaining unit seniority standing, union stewards (not exceeding four (4) such persons), as may be named by the Union will be continued in full-time employment and shall have the right to claim all hours (up to forty (40) hours per week) during their term of office, provided such persons have the ability and qualifications to fulfill the normal requirements of the work that is available.

7.05 There shall be one seniority list for all full-time employees of the store. The Employer shall post the seniority list in a prominent place, quarter annually, and a copy of such list shall be forwarded to the Union, presently located at 230 Regent Street, Sudbury, Ontario, P3C 4C5.

7.06 Lay-Offs

In the case of a general reduction of hours or the lay-off of full-time employees, the Employer will provide a written notice of lay-off, or payment in lieu of, to each employee affected in an amount of not less than one (1) week, in the case of an employee with less than one (1) year's seniority, and two (2) weeks in all other cases.

7.07 Seniority on Recall

In the event that any employee is laid off for lack of work, such employee shall retain their bargaining unit seniority and be entitled to recall in accordance with their bargaining unit seniority standing up to eighteen (18) consecutive months following their lay-off, before other permanent help is hired, provided that such employee makes himself available, within fourteen (14) calendar days after the receipt of a notice to return to work from the Employer, which notice shall be sent by registered mail to the employee's address last recorded with the Employer. However, if there is a reason acceptable to the Employer and the Union, concerning the employee's inability to return to work within the fourteen (14) calendar day period then longer period for returning may be granted.

7.08 Break in Bargaining Unit Seniority

Seniority rights of an employee shall cease and their name shall be stricken from the seniority list and their employment shall be automatically terminated for any of the following reasons:

- (a) Voluntarily leaves the employment of the Employer;
- (b) Is discharged for just and sufficient cause and is not reinstated through the grievance procedure;

- (c) If an employee is absent from work for more than three (3) consecutive working days without prior notification to the Employer unless the employee has a bona fide reason;
- (d) Fails to return to work after a recall from lay-off within fourteen (14) calendar days after the delivery of notice of recall subject to 7.06 above;
- (e) Fails to return to work upon the conclusion of a leave of absence unless their failure to return to work is for reasonable cause;
- (f) Fails to take a medical examination by a qualified medical practitioner when requested by the Employer.

7.09 An employee transferring to a position with the Employer out of the bargaining unit will continue to accumulate bargaining unit seniority rights for three (3) months following their transfer, after which time they shall have no bargaining unit seniority.

7.10 Full-time employees who are laid off will be offered part time employment; when full-time employees change their status to that of a part-time employee, they shall carry their full seniority to the part-time seniority list including any part-time seniority acquired prior to becoming full-time.

Full-time employees who are laid off and subsequently recalled shall be given credit on the full-time wage progression equivalent to the lay-off period.

ARTICLE 8 – LEAVE OF ABSENCE

8.01 The Employer, upon request of the Union shall grant leave of absence, without pay to two (2) employees who may be selected by the Union to attend Union business, providing such request is made at least two (2) weeks in advance. It is agreed that such leaves of absence shall not exceed thirty (30) days in duration.

8.02 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 twenty-four (24) month period, the employee shall be terminated.

If the employee returns within this twenty-four (24) month period they may occupy any position in accordance with their seniority standing and qualifications.

- 8.03 The Employer will consider the granting of a leave of absence to any employee for any other legitimate reason, such leave if granted may be with or without pay or benefits at the employer's discretion.
- 8.04 The Store Manager may verbally give leave of absence for one (1) day or less.
- 8.05 All leaves of absence as set out in this Article 8, in excess of one (1) day shall be in writing and signed in triplicate by the Employer and the employee. One (1) copy shall be retained by the Employer, one (1) copy shall be given to the employee, and one (1) copy shall be forwarded to the Union. Such granted leaves of absence shall not cause any loss or break in any employee's seniority rights.
- 8.06 Pregnancy Leave
Pregnancy leave shall be governed by the terms of the Employment Standards Act as it may be from time to time.
- 8.07 Military Leave
A leave of absence upon one (1) week 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 employees 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 they are discharged from duty and they shall have ninety (90) days to report back to work. Upon return to work, the employee shall be reinstated to their former classification, rate of pay and with an accumulation of seniority for all time spent on such leave of absence.

ARTICLE 9 – UNION SHOP CARDS

- 9.01 It will be the duty of the Employer to prominently display Union shop cards in all their establishments wherein Union members are employed. Those cards shall remain the property of the Union and the Employer shall have their usage only until such time as the Union shall request their return. The Employer agrees to surrender same immediately upon demand by the Union.
- 9.02 The Employer further agrees that the employees may wear union buttons while on duty.

ARTICLE 10 – TEMPORARY ASSIGNMENTS

- 10.01 Employees shall perform any temporary work which the management directs with the understanding that when an employee is assigned to a job with a lesser rate of pay, they shall receive their regular rate of pay.
- 10.02 A full-time employee who is assigned on a temporary basis to a higher rated job (department manager and assistant department manager, receiver BDR (day), except the Assistant Night Manager) for three (3) days or more (excluding the regular day off) will be paid a premium of one dollar (\$ 1.00) per hour for each hour worked retroactive to the first day of relief.

ARTICLE 11 – WEARING APPAREL

- 11.01 In the event that the Employer requires employees to wear a uniform, the Employer shall supply such uniforms at no cost to the employees. Employees shall be responsible for the cleaning of their own uniforms. Employees shall not be unreasonably denied a second uniform if they so request. The above uniforms shall be replaced at no cost to the employee subject to normal wear and tear.
- 11.02 Uniforms, Freezer Coats and Rubber Aprons, which the Employer requires shall be furnished to the employee by the Employer without charge. The laundering of meat coats and white aprons and baker's whites shall be the responsibility of the Employer.

The Employer will furnish the necessary tools and pay for sharpening of same.

The Employer agrees that carry-out coats, toques and mitts for front end clerks, receiving coats, rainwear and rubber boots for meat, produce, and seafood departments will be adequately provided. Employees working in Frozen sections or coolers will be provided with proper gloves.

The Employer agrees that where it requires an employee to wear safety gear, such appropriate gear shall be provided without cost to the employee. In the above case, safety footwear will be reimbursed to a maximum of one hundred and fifty dollars (\$150.00) for full-time employees and one hundred dollars (\$100.00) for part-time employees. It is understood that full-time employees classified as receivers and meat cutters shall be eligible for reimbursement once every 12 months, unless sooner replacement is required due to damage caused at work. Replacements will be made on an exchange basis with the same maximum reimbursement.

ARTICLE 12 – HOURS OF WORK AND OVERTIME

12.01 Employees are expected to attend work regularly. When unable to attend, the employee must notify one (1) of the following persons: the Store Manager, Relieving Manager or Supervisor, as soon as it is reasonably possible prior to the commencement of the scheduled shift of the employee, giving the reason for the absence (ie medical, etc), and when they expect to return to work.

12.02 (a) The basic work week for full time employees will consist of forty (40) hours per week, made up of five (5) days of eight (8) consecutive hours duration or four (4) days of ten (10) consecutive hours. The basic workweek for full time employees shall be worked Sunday through Saturday.

(b) Where a full-time or part-time employee's shift is worked between the hours of 9 p.m. and 8 a.m., a night shift premium of \$1.00 per hour shall be paid on all hours worked.

Notwithstanding, the night shift premium shall not be paid on any shift commencing at 9 p.m. and concluding before 2 a.m., or on any shift commencing at 4 a.m. or later.

In the event a regularly scheduled full-time night shift of forty (40) hours is implemented, such night shift shall be scheduled on the basis of five (5) consecutive nights. The Employer may, at its discretion, satisfy this requirement within the basic work week (Sunday through Saturday), or across two (2) basic work weeks. Employees must have a minimum of two (2) consecutive days off. Notwithstanding, it is understood that the Employer may schedule night shifts and/or nights off non-consecutively in order to meet the scheduling requirements of Article 12.06.

12.03 (a) Overtime at the rate of time and one-half (1 1/2) the regular hourly rate will be payable after eight (8) hours in a day (or ten (10) hours for four (4) days /week), and forty (40) hours in a week for full-time employees.

(b) Overtime at the rate of time and one half (1 ½) the regular hourly rate will be payable for all hours worked on Statutory Holidays

(c) Sunday work remains voluntary for those employees hired full-time prior to July 29th 2006.

(d) Unscheduled overtime shall first be offered by seniority to those who normally work in the department in which the overtime is required, and then on a call-in basis to the employees in the area where the overtime

is required (ie the Food area or the non-Food area of the store). It is understood that overtime is voluntary.

- (e) Employees who work authorized overtime shall be granted a paid fifteen (15) minute break upon completion of their original shift, and further paid fifteen (15) minute breaks upon completion of each subsequent two (2) hours of overtime work performed.
- (f) The Employer will make a reasonable effort to give employees a minimum of two (2) hours' notice when overtime is required.

12.04 During each work day, employees shall be granted two (2) rest periods with pay of fifteen (15) minutes in duration each and one half (1/2) hour unpaid meal period, scheduled as closest to the midpoint of each half shift and the midpoint of the daily shift. The Employer shall post a schedule of hours of work by 12:00 noon on Thursday and a Steward shall be given a copy of the work schedule. Full-time employees will receive twenty-four hours' notice of any change in scheduled hours.

12.05 (a) Employees will not be scheduled to work more than two (2) evenings each work week unless by mutual consent. An employee will be considered as having worked an evening when scheduled beyond 6:00 p.m.

Where the Employer identifies a need for a full-time position that would be required to work more than two (2) evenings a week, the position may be posted as such an the successful applicant will be required to work evenings as necessary. For clarity, those employees who are on the full-time payroll as of November 18, 2012, shall not be scheduled to work more than two (2) evenings a week unless by mutual consent in accordance with Article 12.05 (a).

- (b) Night shift employees must have a minimum of two (2) consecutive days off per week.

12.06 (a) Employees hired full time after July 29th, 2006, shall not be scheduled to work more than four (4) Saturdays and Sundays in five (5) weeks unless by mutual consent.

- (b) Employees hired full time prior to July 29th, 2006 shall not be scheduled to work more than three (3) Saturdays in five (5) weeks unless by mutual consent.

12.07 Employees will have a minimum of ten (10) hours off between the end of their regularly scheduled shift to the commencement of their next regularly scheduled shift unless by mutual consent.

ARTICLE 13 – CALL OUT AND REPORTING TIME

- 13.01 If any full-time employee is called out to work for any reason other than their regular work shift, they shall be paid a minimum of four (4) hours' pay at the regular rate.
- 13.02 If an employee reports for work on their regular shift and was not told on the previous day not to report, and there is no work available, they shall be paid a minimum of four (4) hours' pay at their regular rate.

ARTICLE 14 – PAID HOLIDAYS

- 14.01 The following paid holidays shall be granted to each employee covered by this collective agreement:
- | | |
|---------------|------------------------------|
| New Years Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Christmas Day |
| Victoria Day | Canada Day |
| Boxing Day | Truth and Reconciliation Day |
- 14.02 Employees shall be paid their regular daily rate of pay when no work is performed by them on such paid holidays, no later than the next pay period following the holiday regardless of the day of the week on which the paid holiday falls providing:
- (a) They have worked on their last regularly scheduled shift prior to and following any such holiday;
- 14.03 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 caused by bona fide reasons such as certified illness or accident. Employees who are absent from work for an extended period of time and have not worked in the thirty (30) days prior to the holiday, shall not be eligible for holiday pay.
- 14.04 Employees shall be paid at time and one-half (1 1/2) their regular rate of pay, plus the holiday pay when they work on such holidays.
- 14.05 In weeks in which a paid holiday is observed the workweek shall be reduced by eight (8) hours for each such paid holiday.
- 14.06 In the event that the Government of Canada or the Province of Ontario declare any other day as legal holiday, the Employer agrees to recognize such holiday as a paid holiday.

ARTICLE 15 – BEREAVEMENT LEAVE

15.01 The objective of such leave is to protect employees against loss of earnings, on the following basis:

- (a) The Employer agrees to grant employees up to five (5) days off with pay in the event of the death of a mother, father, spouse, brother, sister, son, daughter, step-children, step-parent, step-brother or step-sister, common-law spouse, and same sex partner.
- (b) The Employer agrees further to grant employees up to three (3) days off with pay in the event of the death of a parent-in-law, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild.
- (c) The Employer agrees further to grant employees one (1) day with pay in the event of the death of an aunt, uncle, niece, nephew or grandparent-in-law.

Such leave to be observed consecutively for up to five (5) or three (3) days respectively within a seven (7) day period exclusive of Sundays and holidays.

Upon request by an employee, the Employer shall grant an additional two (2) days off without pay for the purpose of the employee having to travel out of town for bereavement leave.

15.02 Employees may retain one (1) day of the above-noted allowance in order to attend an interment scheduled for a later date, but within one (1) year of death.

ARTICLE 16 – JURY DUTY

16.01 An employee who is called for jury duty or who is required to attend at court in any matter arising out of their 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 their regularly hourly rate of pay for eight (8) hours for that day and the amount of fee received from court, not including meal and travel expenses, provided the employee furnishes the Employer with evidence that their 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 all hours worked in the previous calendar year.

- 17.02 All employees with five (5) or more years of seniority shall be granted three (3) weeks vacation with pay based on six percent (6%) of their all hours worked in the previous calendar year.
- 17.03 All employees with ten (10) or more years of seniority shall be granted four (4) weeks vacation with pay based on eight percent (8%) of their total all hours worked in the previous calendar year.
- 17.04 All employees with eighteen (18) or more years of seniority shall be granted five (5) weeks vacation with pay based on ten percent (10%) of their total all hours worked in the previous calendar year.
- 17.05 Vacations shall be granted in accordance with employees' bargaining unit seniority on a departmental basis, in the Food area of the store.
- 17.06 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.
- 17.07 Employees entitled to up to three (3) weeks vacation shall be allowed to take two (2) weeks consecutively; employees entitled to four (4) weeks or more of vacation shall be allowed to take three (3) weeks consecutively.
- 17.08 The date of determining the length of vacation to which an employee is entitled shall be the employee's individual seniority date.
- 17.09 For the purpose of vacation only, departments in the Food area of the store as referred to in article 17.05 shall be:
- Dairy/Frozen; Natural Value; Grocery; Produce; Seafood, Hot Deli; Cold Deli; Floral; Bakery; Meat; Front End.
- The Employer agrees to provide the Union with sixty (60) days notice in the event of a change in the above departments.
- 17.10 The Employer agrees that a minimum of one (1) employee per department shall be allowed to be absent on vacation at the same time.
- 17.11 Notwithstanding the above, the Employer shall at all times be entitled to maintain a sufficient and qualified work force.

17.12 Prior to going on vacation, an employee will be advised of their first scheduled shift upon the completion of their vacation.

17.13 When a statutory holiday occurs during an employee's vacation period, such employee shall be entitled to receive, at the employee's discretion, either one (1) day's extra vacation or one day's pay as follows:

- Wherever possible, the extra day is to be taken in conjunction with vacation, at either the beginning or the end of the vacation period i.e. Saturday preceding or Monday following.

17.14 For those full-time employees entitled to five (5) weeks of vacation, up to one (1) week of full-time vacation entitlement may be taken as single days, of which a maximum of two (2) may be used to extend a weekend off.

All requests for single day increments must be provided to the Store Manager at least fourteen (14) days in advance and will be approved at the Company's sole discretion, but not be unreasonably denied.

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 they are employed, the Employer agrees to give the employees loss of earnings compensation covering the day the disability occurred up to one (1) day's pay on the basis of the amount they would have earned at their regular rate had they not been absent from work.

18.02 The parties agree to establish a Joint Health and Safety Committee which shall be based on two (2) persons as appointed by the Employer and two (2) persons as appointed by the Union. The Employer will endeavour to have monthly health & safety committee meetings.

18.03 The Employer shall make provisions for the health and safety of its employees during working hours in accordance with the Occupational Health and Safety Act. The Employer will continue to work jointly with the Union with respect to Health & Safety and will ensure that all employees are adequately trained with respect to Health and Safety within the store and their departments. Such training and/or instruction will be on company time.

The Employer agrees to continue its practice of having a Health and Safety Committee in the store and all members of such Committees will cooperate in ensuring any and all safety regulations and required work practices are followed.

The Union agrees to co-operate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the store, and caring for equipment and machinery.

- 18.04 The Employer agrees to provide back braces to employees if they are requested.

First Aid kits shall be provided and maintained in all stores.

- 18.05 The Employer agrees that it will continue to be enrolled under the provisions of the Workers' Safety Insurance Board for all employees. The Employer will also pay an employee for the remainder of the shift in which the accident occurred that would require the employee to take time off.

Where an employee is faced with an unusual delay (4 weeks or longer) in receipt of benefits in a case where the application for benefits has been filed and is not being contested by the Workers' Safety Insurance Board or the Employer, the employee will contact the Employer who in turn will investigate the delay. Where financial hardship exists, consideration will be given to provide the employee with a cash advance, which the employee will pay in full upon receipt of benefits.

The employee shall provide to the Employer information as to the expected date of return to work in regard to the progress of their medical condition.

- 18.06 The Employer will not request a doctor's note unless an employee has been absent from work for more than (3) consecutive days; shows a pattern; or is regularly absent from work.

ARTICLE 19 – HEALTH AND WELFARE

19.01 **Benefits**

Full time and part-time employees will participate in the Ontario Real Canadian Superstore benefits program.

19.02 **Group R.R.S.P**

Effective October 26, 2018, the Employer will establish and maintain a group R.R.S.P. for all full-time employees. The Employer agrees that it will contribute the amount of fifty cents (\$0.50) per hour worked by all full-time employees towards their account on a monthly basis.

In addition, the Employer upon written authorization by an employee, will deduct a further employee contribution and remit all such monies to the group RRSP on a monthly basis.

Effective the first full pay week following May 16, 2020, the Employer will contribute the amount of sixty cents (\$0.60) per hour worked by all full-time employees.

Effective the first full pay week following May 16, 2022, the Employer will contribute the amount of seventy cents (\$0.70) per hour worked by all full-time employees.

Any full-time employee who fails to complete their group RRSP administrative set up within thirty (30) days of becoming full-time, will forfeit any retroactive employer-funded RRSP contributions.

ARTICLE 20 – BULLETIN BOARDS

20.01 The Employer will provide bulletin boards for the exclusive use of the Union, at agreed upon locations throughout the store for posting notices bearing the written approval of the Union Representative, restricted to:

- (a) Notice of Union recreational and social affairs;
- (b) Notice of Union elections;
- (c) Notice of Union appointments and results of Union elections;
- (d) Notice of Union meetings;
- (e) Notices concerning bona fide Union activities such as WCB, Health & Safety, and unemployment information;
- (f) Other notices concerning Union affairs which are not controversial in nature.

All other notices must be approved and initialled by the Employer before being posted on the bulletin board.

ARTICLE 21 – UNION REPRESENTATIVE - VISITS TO STORE

21.01 The Employer agrees that a full-time representative of the Union, or the International Union, may enter the premises during hours of employment to interview employees and deal with the administration of this collective agreement. It is agreed that the representative will advise the store Manager of their presence upon their arrival, and that such store visits will be timed to cause as little disruption as possible to the normal conduct of the Employer's business.

ARTICLE 22 – WAGES

- 22.01 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 23 – BARGAINING UNIT WORK

- 23.01 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.
- 23.02 Suppliers and representatives from other than chips, pop, bread, non-food items and HABA, 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 may be expanded upon by mutual agreement of the parties.
- The Employer agrees that sales representatives will not perform work in its stores on items shipped through the warehouse, except for major promotional periods. In the event that a product line which is currently shipped direct to stores is converted into our warehouse, the sales representatives may continue to perform work on these items.
- 23.03 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 or cause a reduction in the regular work week hours of any full-time employee.
- 23.04 The terms and conditions of employment covering students and part-time employees shall be as set out in Schedule "B" of this collective agreement.
- 23.05 Wherever there is a conflict between any other provisions of this Agreement and Schedule "B" the latter shall prevail.

ARTICLE 24 – GENERAL

- 24.01 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.
- 24.02 When new types of equipment are introduced, or technological changes made, appropriate classifications and hourly rates shall be matters for negotiations between the Employer and the Union. If the parties fail to agree

on such classifications and hourly rates, the matters may be referred to Arbitration by either party. Pending the decision of the Arbitrators, such new classifications and rates shall be implemented.

24.03 Job Posting

- (a) In the event that a vacancy or a newly created position comes open in the store, notice of such vacancy or newly created position shall be posted for seven (7) calendar days on a bulletin board or boards provided on the premises for such purpose.

All such notices shall designate the job classification, the title, the qualifications, the shift, the rate of pay for such job, and the date the notice was posted. Any employee may apply for such job within the time limit specified above.

Those persons wishing to apply for such vacancy or newly created position shall do so on a form to be supplied by the Employer (which shall at all times be made available to employees) indicating the job(s) for which they are applying. The employee shall be responsible for delivering their application to a member of management at which point the employee shall be deemed to have properly applied and, at the same time, shall receive a copy of the submitted application for their records.

After a period of seven (7) calendar days of the date of the closing of the competition, the successful applicant(s) shall be named.

If an employee is absent from work and a job posting is made, such employee will be considered an applicant provided they or a union steward acting as their agent, and upon their request, submits an application on the required form within the stipulated seven (7) calendar day period and the employee is available to fill the job within fourteen (14) days.

- (b) The following factors shall determine which employees shall fill the vacancy or newly created position:
- (i) The skill, ability and qualifications to fulfill the requirements of the work,
 - (ii) All things being relatively equal, seniority shall govern.
- (c) In the event that there is no successful applicant to a posted vacancy or newly created position from within the full-time employees, the Employer shall then consider applications from part-time employees in accordance with Schedule "A".

- (d) 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.
- (e) Part-Time Transfer and Vacancies
Part-time employees may request in writing a transfer to any department in the store or any new part-time job that may become vacant. Selections for transfers and the filling of part-time job vacancies shall be by seniority from amongst those who have applied provided the senior employee has the ability and qualifications to perform the normal requirements of the job.

Notwithstanding the above, the Employer reserves the right to determine the successful applicant provided however, that the senior employee who has applied will not be unreasonably denied the transfer of vacancy.

Part-time employees will be entitled to transfer between departments only once every eighteen (18) months, or less by mutual agreement between the employee concerned and the Store Manager.

- 24.04 Adequate restrooms and lunchrooms shall be provided and kept heated and ventilated and in a sanitary condition.

ARTICLE 25 – TERMINATION AND RENEWAL:

25.01 This agreement shall become effective as of **September 8, 2024**, and shall continue in effect until **September 2, 2029**, 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 previous renewal of all or any part of this collective and both parties shall thereupon enter into negotiations in good faith and make every reasonable effort to secure a renewal.

The event that negotiations for the renewal of this agreement continue past the expiry date, the provisions of this agreement 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 at Sudbury, Ontario, this 27th day of January, 2025.

FOR THE UNION:



KAREN THOMPSON
Bargaining Committee Member



PATRICK MCNABB
Bargaining Committee Member



TINA LAJEUNESSE
Bargaining Committee Member



JEFFREY J. BARRY
Union Representative

FOR THE EMPLOYER:



RYAN CAMPBELL
Store Manager



LAURA-LEE HARRISON
HR Business Partner



MARK OLIVEIRA
Vice-President, Labour Relations

SCHEDULE "A"

PART-TIME EMPLOYEES

1. Part-time employees shall be on probation for the first sixty (60) shifts worked or six (6) months whichever occurs first, during which time they may be dismissed without recourse.
2. (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.

Notwithstanding the above where more than one (1) employee is hired on the same day, then their seniority shall be determined by the month and the day of their birthday.

- (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 to perform the normal requirements for the job.
3. (a) It is agreed and recognized by both the Union and the Employer that due to the nature of the Employer's business, it may be 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 twenty-eight (28) hours per week, except in the following circumstances:
 - (i) When a full-time or part time employee is absent;
 - (ii) To cover off for vacations;
 - (iii) From December 1st to January 1st;
 - (iv) During the months of May 1st through September 1st;
 - (v) For the two (2) weeks previous to and eight (8) weeks directly following the opening of a new store and the commencement date of promotional activities in a store which has been completely refurbished.
 - (vi) During the six (6) working days immediately preceding a legal holiday;
 - (vii) For training purposes;
 - (viii) During promotional periods when an increase in business is anticipated.
- (b) The regular working day shall consist of up to eight (8) or (10) hours. Overtime shall be paid at the rate of time and one-half (1 1/2) time for hours worked in excess of eight (8) or (10) hours in a day. The Employer

shall post a schedule of hours of work by 12 noon on Thursday of the prior week and the Steward shall be given a copy of the work schedule.

Changes to scheduled hours may be made for legitimate reasons and the employee will be notified as far as possible in advance.

- (c) Hours of work shall be allotted according to seniority on a departmental basis according to a step down approach to scheduling provided the senior employee(s) has the necessary skill and ability and knowledge to perform the work and is/are available.

Departments of Ten (10) or More Part Time Employees

Within each department of ten (10) or more part time employees:

- The senior-most 25% of part time employees (rounded down to the nearest full number) will be eligible for a guarantee of twenty-eight (28) hours weekly provided that they meet the minimum availability plus one additional day for day employees or plus one additional evening for evening employees or plus one additional night for night employees per week.
- The next senior-most 15% of part time employees directly below the 25% (rounded down to the nearest full number), will be eligible for a guarantee of twenty-four (24) hours weekly provided that they meet the minimum availability.
- The next senior-most 10% of part time employees directly below the 15% (rounded down to the nearest full number), will be eligible for a guarantee of twenty (20) hours weekly provided that they meet the minimum availability.

The Employer shall maintain the responsibility for determining the number, length and configuration of shifts within each department.

It is the Company's intention that the guarantee(s) will be met; in cases where the hours are not available within one or more guarantee-eligible employee's skill, ability, knowledge and availability so as to enable the Company to satisfy the guarantees, such employee(s) will be given the option of accepting hours outside of their declared availability in order to receive the guarantee.

Should the employee decline to work outside of their stated availability, it is understood that the employee may not receive the applicable guarantee in a given work week.

The number of employees eligible for the guarantees shall be calculated weekly based on the number of part time employees to be scheduled in a given work week. The employees so eligible shall be designated as such on the posted schedule.

The above guarantees, may be reduced by four (4) hours during the week a statutory holiday or eight (8) hours during a week in which there are two statutory holidays, only in cases where the store is closed.

Beyond those employees entitled to a twenty (20) hour guarantee the employer commits that it shall limit the step down/gap to a maximum of four (4) hours between employees. *Example: The first employee(s) below the guarantee - eligible employees on the schedule should be scheduled no less than 16 hours.*

Subject to the guarantees as described above, there shall be no obligation to maximize the hours of individual employees within the department. Nor shall there be any right on the part of employees to select their shifts. The assignment of shifts is at the discretion of the employer.

Departments of Eight (8) to Nine (9) Part Time Employees:

Within each department of eight (8) to nine (9):

- The senior-most 20% of part time employees (rounded down to the nearest full number) will be eligible for a guarantee of twenty-eight (28) hours weekly provided that they meet the minimum availability plus one additional day for day employees or plus one additional evening for evening employees or plus one additional night for night employees per week.
- The next senior-most 15% of part time employees directly below the 20% (rounded down to the nearest full number), will be eligible for a guarantee of twenty-four (24) hours weekly provided that they meet the minimum availability.

The Employer shall maintain the responsibility for determining the number, length and configuration of shifts within each department.

It is the Company's intention that the guarantee(s) will be met; in cases where the hours are not available within one or more guarantee-eligible employee's skill, ability, knowledge and availability so as to enable the Company to satisfy the guarantees, such employee(s) will be given the option of accepting hours outside of their declared availability in order to receive the guarantee. Should the employee decline to work outside of their stated availability, it is understood that the employee may not receive the applicable guarantee in a given work week.

The number of employees eligible for the guarantees shall be calculated weekly based on the number of part time employees to be scheduled in that week. The employees so eligible shall be designated as such on the posted schedule.

The above guarantees may be reduced by four (4) hours during the week a statutory holiday or eight (8) hours during a week in which there are two statutory holidays, only in cases where the store is closed.

Subject to the guarantees as described above, there shall be no obligation to maximize the hours of individual employees within the department. Nor shall there be any right on the part of employees to select their shifts. The assignment of shifts is at the discretion of the employer.

Departments of Less than Eight (8) Part Time Employees

The Employer commits that the senior-most part time employee will be entitled to a guarantee of twenty-eight (28) weekly hours provided that they meet the minimum availability plus one additional day for day employees or plus one additional evening for evening employees or plus one additional night for night employees per week where practical having regard to the needs of the business. The Employer shall maintain the responsibility for determining the number, length and configuration of shifts within each department.

The twenty-eight (28) hour guarantee may be reduced by four (4) hours during the week of a statutory holiday or eight (8) hours during a week in which there are two statutory holidays, only in cases where the store is closed.

Subject to the guarantee as described above, there shall be no obligation to maximize the hours of individual employees within the department. Nor shall there be any right on the part of employees to select their shifts. The assignment of shifts is at the discretion of the employer.

The Employer will consider requests for time off and such requests shall not be unreasonably denied. The Employer undertakes to respond to employees' request for time off within one week of the request being made. Employees will notify the Employer of their choice of availability for work. Two (2) weeks notice will be required prior to the schedule being posted of any change to an employee's availability. Employees who meet minimum availability as described above may request a limit of hours to be scheduled on a weekly basis. The employees will notify the Employer if they are making such a request.

- (d) In the event of hours of work becoming available within a given week beyond the schedule of hours for that given week, due to approved leave of absence, sickness, compensation, bereavement and/or an unanticipated increase in business; the Employer will call in the most senior part-time employee not scheduled that day provided the employee is available and has the qualifications to perform the available work and this does not result in the employee receiving more than twenty-eight (28) hours for the week.
- (e) In the event an employee reports for work for scheduled hours without being notified of the change in the schedule, the employee shall receive a minimum of four (4) hours' work or pay.
- (f) The minimum availability for part time employees hired for the Real Canadian Superstore is one (1) of the following. Employees must either be available to be scheduled a minimum of one (1) evening between Monday and Thursday, Friday evenings, Saturday and Sunday or must be available to be scheduled a minimum of one day between Monday and Thursday, Friday, Saturday and Sunday.

The Employer will consider occasional requests for time off and such requests shall not be unreasonably denied.

- (g) Employees are expected to attend work regularly. When unable to attend, the employee must notify the Manager or designate, as soon as it is reasonably possible prior to the commencement of the scheduled shift of the employee, giving the reason (ie medical, etc) why the employee is unable to attend, and when they expect to return to work.

Minimum availability is one of the following:

"Evening" employees must be available to be scheduled all of the following:

- a. A minimum of one (1) evening between Monday and Thursday
- b. Friday evening
- c. Saturday and Sunday (open to close)

Evening availability shall begin at 5 pm and shall conclude at store closing unless otherwise agreed between the store manager and the individual employee.

Or

“Day” employees must be available to be scheduled all of the following:

- a. A minimum of one (1) day between Monday and Thursday
- b. Friday day
- c. Saturday and Sunday (open to close)

Day availability shall begin at store opening and conclude at 6 pm unless otherwise agreed between the store manager and the individual employee.

Or

“Night” employees must be available to be scheduled all of the following:

- a. A minimum of one (1) night between Monday and Thursday night
- b. Friday night
- c. Saturday and Sunday night

Night availability shall be defined as 9 pm to 8 am unless otherwise agreed between the store manager and the individual employee.

Employees will notify the Employer of their choice of availability for work. Two (2) weeks notice will be required prior to the schedule being posted of any change to an employee’s availability.

The Employer will consider requests for time off and such requests shall not be unreasonably denied.

- (h) Part-time employees may swap and/or offer their existing scheduled or assigned work shifts to other part-time employees on a first-come-first-serve basis, and by mutual consent, subject to approval by the Department Manager or designate.
- 4. Part-time employees will be guaranteed the same rest periods as are granted to full-time employees and shall also be permitted a meal break without pay, on the same basis as full-time employees. Part-time employees shall be entitled to one (1) fifteen (15) minute paid break for each scheduled four (4) hours.
 - 5.
 - (a) If hired for full-time staff and terminated during the full-time probationary period for reasons other than misconduct, the employee shall revert to their former part-time employment and retain their original part-time bargaining unit starting date.
 - (b) 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 their 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, lay-off, recall after layoff, vacation entitlement, choice of vacation dates. They shall be placed on the full-time wage scale at the level which gives them a wage increase and shall progress up the wage scale thereafter in accordance with the time frames indicated in the full-time wage scale.

6. Reporting Pay

If a part-time employee is ordered or scheduled to report for work and no work is available, students shall receive two (2) hours' pay; non-students shall receive four (4) hours' pay.

7. Call-Out Pay

A non-student 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 work and the time the store closes, in which case the employee may refuse the work.

8. Work Wear

The Employer shall make available rain coats, winter coats, toques and gloves for persons required to perform carry-out duties and shall replace same when reasonably required.

9. Holidays

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.

10. Overtime

All time worked in excess of eight (8) hours or ten (10) hours per day or all hours worked in excess of forty (40) hours per week shall be paid for at the rate of time and one-half (1 1/2) times the employees regular hourly rate of pay. No employee shall be paid premium rates under more than one pay provision for the same hours worked.

11. Temporary Assignments

(a) Part time employees shall perform any temporary work which management directs with the understanding that when an employee is assigned to a job with a lesser rate of pay, they shall receive their regular rate of pay.

(b) A part time employee who is assigned on a temporary basis to a higher rated job (department manager and assistant department manager, Receiver BDR (day), except the Assistant Night Manager) for three (3)

days or more (excluding the regular day off) will be paid a premium of one dollar (\$1.00) per hour for each hour worked retroactive to the first day of relief.

12. Vacations

Part-time employees with more than one (1) year of service will be entitled to four (4) percent vacation pay and will be granted two (2) weeks of vacation if requested.

Part-time employees with five (5) or more years of service will be entitled to six (6) percent vacation pay and will be granted three (3) weeks of vacation if requested.

Part-time employees with ten (10) or more years of service will be entitled to seven (7) percent vacation pay and will be granted four (4) weeks of vacation if requested.

Part-time employees with fifteen (15) or more years of service will be entitled to eight (8) percent vacation pay and will be granted four (4) weeks of vacation if requested.

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 hired for the Your Independent Grocer store are expected to be available for work on a normal and regular basis.

An employee whose name has not appeared on the payroll of the store for over thirty (30) calendar days due to the fact they were unavailable for work, for reasons other than sickness or accident or prior leave of absence or absence due to vacations, shall be terminated.

15. Paid Holidays

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

New Years Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Canada Day
Victoria Day	Christmas Day
Boxing Day	Truth and Reconciliation Day

16. Bereavement

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

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":

Articles

1.01	6.01	8.03	23.04
2.01	Stage One	8.04	23.05
3.01	Stage Two	8.05	23.06
3.02	6.02	8.06	24.01
3.03	6.03	8.07	24.02
3.04	6.04	9.01	24.03
4.01	6.05	9.02	25.01
4.02	6.06	11.01	
4.03	6.07	16.01	
4.04	6.08	17.05	
4.05	6.09	17.06	
4.06	6.10	17.08	
4.07	6.11	17.09	
4.08	6.12	17.11	
4.09	6.13	18.01	
5.01	7.04	18.02	
5.02	7.06	20.01	
5.03	7.07	21.01	
5.04	7.08	23.01	
5.05	8.01	23.02	
5.06	8.02	23.03	

SCHEDULE “B”**MINIMUM WAGE RATES AND CLASSIFICATIONS****FULL-TIME WAGES**

All full-time employees shall receive the following wage increases at ratification (September 8, 2024) and in each year of the agreement provided that they are at or above the end rate of pay on the applicable date:

Effective first full pay week following the DOR:	\$1.50 per hour
Effective first full pay week following February 23, 2025:	\$1.25 per hour
Effective first full pay week following February 22, 2026:	\$1.00 per hour
Effective first full pay week following February 28, 2027:	\$1.00 per hour
Effective first full pay week following February 27, 2028:	\$1.00 per hour
Effective First full pay week following September 3, 2028	90 cents per hour

The above wage increases have been applied to the end rates of the full-time wage progressions.

The following minimum wage rates shall apply to full-time employees on the dates indicated:

	DOR (Sept. 8/24)	Feb/25	Feb/26	Feb/27	Feb/28	Sept/28
Asst. Customer Service Manager						
Start	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00
12 months	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
24 months	\$21.50	\$22.75	\$23.75	\$24.75	\$25.75	\$26.65
Asst. Grocery Manager						
Start	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50
12 months	\$20.50	\$20.50	\$20.50	\$20.50	\$20.50	\$20.50
24 months	\$22.11	\$23.36	\$24.36	\$25.36	\$26.36	\$27.26
Asst. Grocery Night Manager						
Start	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50
12 months	\$20.50	\$20.50	\$20.50	\$20.50	\$20.50	\$20.50
24 months	\$22.11	\$23.36	\$24.36	\$25.36	\$26.36	\$27.26
Asst. Produce Manager						
Start	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50
12 months	\$20.50	\$20.50	\$20.50	\$20.50	\$20.50	\$20.50
24 months	\$22.11	\$23.36	\$24.36	\$25.36	\$26.36	\$27.26

Jr. Asst. Produce Manager						
Start	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.50
12 months	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.50
24 months	\$21.50	\$22.75	\$23.75	\$24.75	\$25.75	\$26.65
Asst. Bakery Manager						
Start	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50
12 months	\$20.50	\$20.50	\$20.50	\$20.50	\$20.50	\$20.50
24 months	\$22.11	\$23.36	\$24.36	\$25.36	\$26.36	\$27.26
Asst. Meat Manager						
Start	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00
12 months	\$22.50	\$22.50	\$22.50	\$22.50	\$22.50	\$22.50
24 months	\$24.39	\$25.64	\$26.64	\$27.64	\$28.64	\$29.54
Receiver / BDR						
Start	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00
12 months	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
24 months	\$21.50	\$22.75	\$23.75	\$24.75	\$25.75	\$26.65
Meat Cutter						
Start	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00
6 months	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50
12 months	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
18 months	\$20.50	\$20.50	\$20.50	\$20.50	\$20.50	\$20.50
24 months	\$23.59	\$24.59	\$25.59	\$26.59	\$27.59	\$28.49
Department Clerks						
Start	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00
6 months	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50
12 months	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00
18 months	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50
24 months	\$21.05	\$22.35	\$23.35	\$24.35	\$25.35	\$26.25

PART-TIME WAGES

The following shall be the minimum rates of pay for non-student part-time employees:

PT CLERK / CASHIER						
Hours	Current	DOR (Sept 8, 2024)	Oct 1, 2025	Oct 1, 2026	Oct 1, 2027	Oct 1, 2028
0 – 850 hrs	\$16.55	\$16.55	MW	MW	MW	MW
851 - 1600 hrs	\$16.60	\$16.60	mw + \$0.05	mw + \$0.05	mw + \$0.05	mw + \$0.05
1601 – 2350 hrs	\$16.65	\$16.65	mw + \$0.10	mw + \$0.10	mw + \$0.10	mw + \$0.10
2351 – 2950 hrs	\$16.70	\$16.70	mw + \$0.15	mw + \$0.15	mw + \$0.15	mw + \$0.15
2951 – 3550 hrs	\$16.75	\$16.75	mw + \$0.20	mw + \$0.20	mw + \$0.20	mw + \$0.20
3551 – 4150 hrs	\$16.80	\$16.80	mw + \$0.25	mw + \$0.25	mw + \$0.25	mw + \$0.25
4151 – 4750 hrs	\$16.85	\$16.85	mw + \$0.30	mw + \$0.30	mw + \$0.30	mw + \$0.30
4751 – 5350 hrs	\$16.90	\$16.90	mw + \$0.35	mw + \$0.35	mw + \$0.35	mw + \$0.35
5351 – 5950 hrs	\$17.05	\$17.05	mw + \$0.50	mw + \$0.50	mw + \$0.50	mw + \$0.50
5951 – 6500 hrs	\$17.25	\$17.25	mw + \$0.70	mw + \$0.70	mw + \$0.70	mw + \$0.70
6501 + hrs	\$17.55	\$18.30	mw + \$1.20	mw + \$1.30	mw + \$1.40	mw + \$1.50

**MW = Applicable Minimum Wage Rate in effect*

PT MEAT CUTTER						
Hours	Current	DOR (Sept. 8, 2024)	Oct 1, 2025	Oct 1, 2026	Oct 1, 2027	Oct 1, 2028
0 – 850 hrs	\$16.80	mw + \$0.25	mw + \$0.25	mw + \$0.25	mw + \$0.25	mw + \$0.25
851 - 1600 hrs	\$16.85	mw + \$0.30	mw + \$0.30	mw + \$0.30	mw + \$0.30	mw + \$0.30
1601 – 2350 hrs	\$16.90	mw + \$0.35	mw + \$0.35	mw + \$0.35	mw + \$0.35	mw + \$0.35
2351 – 2950 hrs	\$16.95	mw + \$0.40	mw + \$0.40	mw + \$0.40	mw + \$0.40	mw + \$0.40
2951 – 3550 hrs	\$17.35	mw + \$0.80	mw + \$0.80	mw + \$0.80	mw + \$0.80	mw + \$0.80
3551 – 4150 hrs	\$18.05	mw + \$1.50	mw + \$1.50	mw + \$1.50	mw + \$1.50	mw + \$1.50
4151 – 4750 hrs	\$18.75	mw + \$2.20	mw + \$2.20	mw + \$2.20	mw + \$2.20	mw + \$2.20
4751 – 5350 hrs	\$19.45	mw + \$2.90	mw + \$2.90	mw + \$2.90	mw + \$2.90	mw + \$2.90
5351 – 5950 hrs	\$19.75	mw + \$3.60	mw + \$3.60	mw + \$3.60	mw + \$3.60	mw + \$3.60
5951 – 6500 hrs	\$20.55	mw + \$4.00	mw + \$4.00	mw + \$4.00	mw + \$4.00	mw + \$4.00
6501 + hrs	\$21.05	\$21.70	mw + \$4.50	mw + \$4.50	mw + \$4.50	mw + \$4.50

**MW = Applicable Minimum Wage Rate in effect.*

Any part-time employee who performs the duties of a Customer Service Manager or Bookkeeper in a “back-up” capacity will be paid a premium of fifty cents (\$0.50) per hour for all hours worked while performing such duties. For clarity, the employee will only receive the (\$0.50) premium for the length of time spent performing the “back - up”

duties. The Employer will select back up individuals as required based upon availability, qualifications and availability according to the needs of the store.

STUDENT WAGE PROGRESSION

The following shall be the minimum rates of pay for student part-time employees:

PT CLERK / CASHIER		
Hours	October 26, 2018	
0 – 1300 hrs	\$13.15	SMW
1301 - 1950 hrs	\$13.20	smw + .05
1951+ hrs	\$13.25	smw + .10

SMW = Applicable Student Minimum Wage Rate in effect

A student is defined as an employee under the age of 18 who is actively undertaking a course of study.

Upon reaching their 18th birthday or upon permanently ceasing to be a student an employee will move from the Part Time Student wage progression to the regular wage progression at the wage rate dictated by their accumulated hours.

While school is in session students are not intended to work more than twenty-eight (28) hours per week. Should a student work more than twenty-eight (28) hours in a week while school is in session they will be paid for that week at the regular part time rate associated with their accumulated hours. It is understood that student shall also be entitled to premiums as outlined in this collective agreement that other part time employees are entitled to.

LETTER OF AGREEMENT #1

BETWEEN: **RCSS INC. operating business as
REAL CANADIAN SUPERSTORE
1485 Lasalle Boulevard, Sudbury (Ontario)
(Hereinafter called the "Employer")**

AND: **UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCALS 175 & 633
(Hereinafter called the "Union")**

Re: Incentive Program

In the event the Employer introduces an incentive program, the Employer will review such program with the Union prior to its implementation.

DATED THIS 27TH DAY OF JANUARY, 2025.

SIGNED FOR THE EMPLOYER:



MARK OLIVEIRA
Vice-President, Labour Relations

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative

LETTER OF AGREEMENT #2

BETWEEN: **RCSS INC. operating business as
REAL CANADIAN SUPERSTORE
1485 Lasalle Boulevard, Sudbury (Ontario)
(Hereinafter called the "Employer")**

AND: **UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCALS 175 & 633
(Hereinafter called the "Union")**

Re: Garden Center

The parties recognize the garden center as a seasonal area that falls under the Produce department of the store. It is understood and agreed that the Employer will post the opportunity for part-time employees in the Food area of the store to work additional part-time hours in the garden center, part-time employees will be selected based on their seniority and the ability to perform the normal requirements of such work, and be reassigned to the garden center for the season of operation. It is understood the Employer may hire a full-time or part time non-union horticulturist to work in the garden center.

DATED THIS 27TH DAY OF JANUARY, 2025.

SIGNED FOR THE EMPLOYER:



MARK OLIVEIRA
Vice-President, Labour Relations

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative

LETTER OF AGREEMENT #3

BETWEEN: **RCSS INC. operating business as
REAL CANADIAN SUPERSTORE
1485 Lasalle Boulevard, Sudbury (Ontario)
(Hereinafter called the "Employer")**

AND: **UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCALS 175 & 633
(Hereinafter called the "Union")**

Re: Paid Holidays

The Civic holiday and Personal day will be maintained for those employees hired full-time prior to July 29th, 2006.

DATED THIS 27TH DAY OF JANUARY, 2025.

SIGNED FOR THE EMPLOYER:



MARK OLIVEIRA
Vice-President, Labour Relations

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative

LETTER OF AGREEMENT #4

BETWEEN: **RCSS INC. operating business as
REAL CANADIAN SUPERSTORE
1485 Lasalle Boulevard, Sudbury (Ontario)
(Hereinafter called the "Employer")**

AND: **UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCALS 175 & 633
(Hereinafter called the "Union")**

Re: Sunday Work

The sections of the agreement dealing with Sunday will be amended to reflect the following:

- (a) Sunday work shall remain voluntary for all employees hired full-time and part-time prior to July 29th 2006, and they will continue to receive the Sunday premium of \$1.60 per hour. Sunday is a regular workday for those employees hired full time and part-time after July 29th 2006, and who agree to work on Sunday at time of hiring in the position, and those hours worked on Sunday will be paid at the employee's straight time hourly rate.
- (b) Sunday work shall be over and above the forty hour work week for full time employees unless mutually agreed otherwise between the Manager and the employee concerned. Sunday work shall be over and above the work week for part time employees.
- (c) There will be equal distribution of Sunday work among all employees who perform Sunday work.

DATED THIS 27TH DAY OF JANUARY, 2025.

SIGNED FOR THE EMPLOYER:



MARK OLIVEIRA
Vice-President, Labour Relations

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative

LETTER OF AGREEMENT #5

BETWEEN: **RCSS INC. operating business as
REAL CANADIAN SUPERSTORE
1485 Lasalle Boulevard, Sudbury (Ontario)
(Hereinafter called the "Employer")**

AND: **UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCALS 175 & 633
(Hereinafter called the "Union")**

Re: Full-Time Job Security

The Employer will provide a personal assurance of employment to all active full-time employees on payroll on D.O.R (July 29, 2006) for the duration of the agreement, except in the event of a sales decline. In the event there is a sales decline, the Employer and the Union will meet to discuss the situation. The employees so affected are listed below:

Henry Davis	Linda Lavigueur
Karen Thompson	Kevin Knowlan
Patrick McNabb	


It is understood that in the event one of the following full-time employees, who are on D.O.R (July 29, 2006), on long term leave of absence (LTD or WSIB), returns to work in the store on a full-time basis, this employee, if more senior than any full-time employee listed above, will be entitled to displace the most junior full-time employee, the most junior full-time employee will consequently lose their personal assurance of employment which will then be given to the more senior employee returning to a full-time position from long term leave of absence (LTD or WSIB).

The following full-time employees are, on date of ratification, on long term leave of absence (LTD or WSIB):

Diana Jackson


DATED THIS 27TH DAY OF JANUARY, 2025.

SIGNED FOR THE EMPLOYER:



MARK OLIVEIRA
Vice-President, Labour Relations

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative

LETTER OF AGREEMENT #6

BETWEEN: **RCSS INC. operating business as
REAL CANADIAN SUPERSTORE
1485 Lasalle Boulevard, Sudbury (Ontario)
(Hereinafter called the "Employer")**

AND: **UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCALS 175 & 633
(Hereinafter called the "Union")**

Re: Part-Time Job Security

Subject to the Employer's ability to maintain step-down scheduling, the Employer will not hire part-time employees with the explicit intent to reduce the hours of existing part-time employees within a department.

DATED THIS 27TH DAY OF JANUARY, 2025.

SIGNED FOR THE EMPLOYER:



MARK OLIVEIRA
Vice-President, Labour Relations

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative

LETTER OF AGREEMENT #7

BETWEEN: **RCSS INC. operating business as
REAL CANADIAN SUPERSTORE
1485 Lasalle Boulevard, Sudbury (Ontario)
(Hereinafter called the "Employer")**

AND: **UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCALS 175 & 633
(Hereinafter called the "Union")**

Re: Joint Labour Management Meeting

The Union and the Employer agree that they will meet on a quarterly basis in Joint Labour /Management meetings, the purpose of such meetings being to promote co-operation and harmony and to provide a channel through which information and problems may be transmitted from one to the other. These meetings will be held at the store and will be conducted by the Store Manager and the Union Steward.

It is understood that all issues that arise at the store should be reported to the Store Manager so as to give the Store Manager the opportunity to resolve issues promptly.

DATED THIS 27TH DAY OF JANUARY, 2025.

SIGNED FOR THE EMPLOYER:



MARK OLIVEIRA
Vice-President, Labour Relations

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative

LETTER OF AGREEMENT #8

BETWEEN: **RCSS INC. operating business as
REAL CANADIAN SUPERSTORE
1485 Lasalle Boulevard, Sudbury (Ontario)
(Hereinafter called the "Employer")**

AND: **UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCALS 175 & 633
(Hereinafter called the "Union")**

Re: Timmins Real Canadian Superstore

In the event National Grocers Retail replaces the Timmins Your Independent Grocer store with a Real Canadian Superstore, the Sudbury RCSS collective agreement will apply to the Timmins Superstore, in its entirety, as of the new store opening,

DATED THIS 27TH DAY OF JANUARY, 2025.

SIGNED FOR THE EMPLOYER:



MARK OLIVEIRA
Vice-President, Labour Relations

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative

LETTER OF AGREEMENT #9

BETWEEN: **RCSS INC. operating business as
REAL CANADIAN SUPERSTORE
1485 Lasalle Boulevard, Sudbury (Ontario)
(Hereinafter called the "Employer")**

AND: **UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCALS 175 & 633
(Hereinafter called the "Union")**

Re: Master Collective Agreement

1. In the event of RCSS new store, RCSS replacement store, or expansion of an existing store to an RCSS, occurring in the district of Sudbury or in the City of Timmins, the Company shall recognize the United Food and Commercial Workers Canada, Locals 175 & 633 as the sole and exclusive bargaining agent and the provisions of this Collective Agreement shall apply and this Collective Agreement shall become a Master Collective Agreement covering each RCSS store location individually for all conditions of employment.
2. In the event that a present Your Independent Grocer store is closed and replaced with a Real Canadian Superstore, then the employees of that store shall have the right to any and all jobs in the new RCSS store prior to any other RCSS employees being allowed to bid, in the event that the closing store employees fail to fill or apply for any vacancy in the newly opened RCSS, employees from existing RCSS stores represented by the Union, shall be eligible to apply for such jobs in accordance with article 25.03 (a) of the collective agreement (i.e. Job Posting)
3. It is understood that a current employee of an existing RCSS store who accepts a position in a new RCSS store will be considered a new employee and will not transfer any seniority nor be guaranteed the maintenance of any wage rate.
4. Notwithstanding the above, the Company reserves the right to limit the number of employees that would leave an existing store for a new RCSS location in order to maintain a qualified workforce in its establishments at all times.
5. Where a full-time vacancy or newly created full-time position occurs in a store, notice of such vacancy or newly created position shall be advertised for three (3) working days on the bulletin board at all of the stores covered by the terms of this collective agreement. Any bargaining unit employee may apply for such position within the time limits specified above by sending a letter to the appropriate parties.

Such employees will be given due consideration. It is understood that the job posting provisions of the collective agreement take precedence over this letter of understanding.

DATED THIS 27TH DAY OF JANUARY, 2025.

SIGNED FOR THE EMPLOYER:



MARK OLIVEIRA
Vice-President, Labour Relations

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative

LETTER OF AGREEMENT #10

BETWEEN: **RCSS INC. operating business as
REAL CANADIAN SUPERSTORE
1485 Lasalle Boulevard, Sudbury (Ontario)
(Hereinafter called the "Employer")**

AND: **UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCALS 175 & 633
(Hereinafter called the "Union")**

Re: Department Mergers

For clarity in the event one (1) or more departments are merged, the parties agree that the employee's seniority shall be dovetailed for the purposes of departmental scheduling.

DATED THIS 27TH DAY OF JANUARY, 2025.

SIGNED FOR THE EMPLOYER:



MARK OLIVEIRA
Vice-President, Labour Relations

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative

LETTER OF AGREEMENT #11

BETWEEN: **RCSS INC. operating business as
REAL CANADIAN SUPERSTORE
1485 Lasalle Boulevard, Sudbury (Ontario)
(Hereinafter called the "Employer")**

AND: **UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCALS 175 & 633
(Hereinafter called the "Union")**

Re: Joe Fresh Staffing

As a uniquely specialized non-traditional store department any movement of employees into the Joe Fresh department under the terms of the Collective Agreement, shall be subject to an employee meeting the ability, qualification, requirements of the Joe Fresh business unit. Employees entering the Joe Fresh business would generally be expected to demonstrate fashion apparel knowledge, great customer service and interpersonal skills.

DATED THIS 27TH DAY OF JANUARY, 2025.

SIGNED FOR THE EMPLOYER:



MARK OLIVEIRA
Vice-President, Labour Relations

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative

LETTER OF AGREEMENT #12

BETWEEN: **RCSS INC. operating business as
REAL CANADIAN SUPERSTORE
1485 Lasalle Boulevard, Sudbury (Ontario)
(Hereinafter called the "Employer")**

AND: **UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCALS 175 & 633
(Hereinafter called the "Union")**

Re: Temporary Urgent Needs

Due to temporary needs, employees may be required to temporarily perform work outside of their departments.

DATED THIS 27TH DAY OF JANUARY, 2025.

SIGNED FOR THE EMPLOYER:



MARK OLIVEIRA
Vice-President, Labour Relations

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative

LETTER OF AGREEMENT #13

BETWEEN: **RCSS INC. operating business as
REAL CANADIAN SUPERSTORE
1485 Lasalle Boulevard, Sudbury (Ontario)
(Hereinafter called the "Employer")**

AND: **UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCALS 175 & 633
(Hereinafter called the "Union")**

Re: U.F.C.W. Local 175 Education and Training Fund

Effective January 1, 2025, the Employer shall contribute a one-time payment of five hundred dollars (\$500.00) to the UFCW Local 175 Education and Training Fund.

DATED THIS 27TH DAY OF JANUARY, 2025.

SIGNED FOR THE EMPLOYER:



MARK OLIVEIRA
Vice-President, Labour Relations

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative

LETTER OF AGREEMENT #14

BETWEEN: **RCSS INC. operating business as
REAL CANADIAN SUPERSTORE
1485 Lasalle Boulevard, Sudbury (Ontario)
(Hereinafter called the "Employer")**

AND: **UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCALS 175 & 633
(Hereinafter called the "Union")**

Re: Printing of Agreement

Effective January 1, 2025, the Employer agrees to contribute a one-time payment of five hundred (\$500.00) dollars toward the printing of the collective agreement.

DATED THIS 27TH DAY OF JANUARY, 2025.

SIGNED FOR THE EMPLOYER:



MARK OLIVEIRA
Vice-President, Labour Relations

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative

LETTER OF AGREEMENT #15

BETWEEN: **RCSS INC. operating business as
REAL CANADIAN SUPERSTORE
1485 Lasalle Boulevard, Sudbury (Ontario)
(Hereinafter called the "Employer")**

AND: **UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCALS 175 & 633
(Hereinafter called the "Union")**

Re: Application of Bargaining Unit Seniority

The principle of granting preference for shift schedules in accordance with an employee's bargaining seniority shall be maintained only for those full-time night crew employees promoted to full-time prior to October 26, 2018.

DATED THIS 27TH DAY OF JANUARY, 2025.

SIGNED FOR THE EMPLOYER:



MARK OLIVEIRA
Vice-President, Labour Relations

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative

LETTER OF AGREEMENT #16

BETWEEN: **RCSS INC. operating business as
REAL CANADIAN SUPERSTORE
1485 Lasalle Boulevard, Sudbury (Ontario)
(Hereinafter called the "Employer")**

AND: **UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCALS 175 & 633
(Hereinafter called the "Union")**

Re: Leave of Absence for Working in Non-Union Positions

Any bargaining unit employee who receives a temporary position outside of the bargaining unit of six (6) months or less (for maternity leaves, eighteen (18) months) is deemed to be on a leave of absence from the bargaining unit. During this time, Employees will be required to pay Union dues and will retain all rights under the Collective Agreement. Any bargaining unit employee who receives a permanent position outside of the bargaining unit will be granted a leave of absence for a three (3) month period, and such employee will accumulate seniority while on the leave. During this time the employee will pay Union dues and would be eligible to post to a full-time bargaining unit position (should one exist) and would have the right to return to their former position/status. At the conclusion of the three (3) month period, the employee would no longer be a bargaining unit employee and therefore forfeit any further rights under the Collective Agreement. It is understood that the parties can extend these timelines by mutual agreement between the Company and the Union.

DATED THIS 27TH DAY OF JANUARY, 2025.

SIGNED FOR THE EMPLOYER:



MARK OLIVEIRA
Vice-President, Labour Relations

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative

LETTER OF AGREEMENT #17

BETWEEN: **RCSS INC. operating business as
REAL CANADIAN SUPERSTORE
1485 Lasalle Boulevard, Sudbury (Ontario)
(Hereinafter called the "Employer")**

AND: **UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCALS 175 & 633
(Hereinafter called the "Union")**

Re: Click and Collect

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement and governs only those employees covered by the Real Canadian Superstore Sudbury Collective Agreement.

Any movement of employees either full-time or part-time into Click and Collect to perform work as a Personal Shopper will be selected by seniority provided they meet the ability and qualifications requirements of the E-commerce business, which include exceptional customer service and interpersonal skills, efficiency and demonstrated care and concern for shopping as if they were shopping for their own family. If any employee faces layoff and is not permitted to bump into Click and Collect, they will be absorbed elsewhere in the bargaining unit.

Click and Collect shall be a separate seniority department (the employees of the Click and Collect department will appear on a separate work schedule), but employees shall be able to select Click and Collect customer orders throughout the store in order to fulfill customer orders, though this will not have an adverse impact upon existing bargaining unit employees. For example, a Click and Collect customer has ordered a box of Cheerios, none is on the shelf, but inventory is on hand. The Click and Collect employee will replenish the Cheerios (to a maximum of one case), in order to fulfill the Click and Collect customer's order. An example of an activity a Click and Collect employee will not be performing; is the slicing of deli product, cutting of meat or decorating a cake. The Click and Collect employee will only retrieve the prepared deli, meat or bakery product as the case may be, from the various service departments once the production for the order is completed as if they were a customer.

In the event there is insufficient work within the Click and Collect department during an employee's shift, they may be redeployed as an over and above elsewhere in the store. This work will not cause the cancellation of scheduled hours, nor will it impact call in shifts that otherwise would have been replaced.

In the event of a Click and Collect department closure, the applicable closure language in the Collective Agreement would apply.

DATED THIS 27TH DAY OF JANUARY, 2025.

SIGNED FOR THE EMPLOYER:



MARK OLIVEIRA
Vice-President, Labour Relations

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative

LETTER OF AGREEMENT #18

BETWEEN: **RCSS INC. operating business as
REAL CANADIAN SUPERSTORE
1485 Lasalle Boulevard, Sudbury (Ontario)
(Hereinafter called the "Employer")**

AND: **UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCALS 175 & 633
(Hereinafter called the "Union")**

Re: Hours of Work for Full-time Hourly-Rated Employees

Full-time employees presently working a forty (40) hour work week can elect to work a thirty-two (32) hour work week in four (4) shifts and continue to be classified full-time.

Employees will provide (30) days' notice to the Company in writing of their intention to work 32 hours in four (4) shifts.

To qualify, an employee must be above the age of 50, have at least 25 years of service.

The number of employees eligible for this option will be determined by the Company but will be no less than 2 employees (if 2 eligible employees apply) during the term of this collective agreement. If there are more eligible employees that apply for these positions than there are positions available, the selection will be made by seniority.

Employees who elect to return to a forty (40) hour work week will not have the right to reduce their work week at a later date.

DATED THIS 27TH DAY OF JANUARY, 2025.

SIGNED FOR THE EMPLOYER:



MARK OLIVEIRA
Vice-President, Labour Relations

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative

LETTER OF AGREEMENT #19

BETWEEN: **RCSS INC. operating business as
REAL CANADIAN SUPERSTORE
1485 Lasalle Boulevard, Sudbury (Ontario)
(Hereinafter called the "Employer")**

AND: **UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCALS 175 & 633
(Hereinafter called the "Union")**

Re: Part-Time Cross-Training

The Parties agree that the Provisions of the collective agreement (scheduling provisions and/or scheduling practices etc.) shall permit the following:

1. (a) Part-time employees who wish to be considered for cross-training opportunities may at any time make their intentions known on a form provided by the Company (the form may be through digital delivery). The Company will maintain a running list of interested candidates.
- (b) The Company will consider the list of interested candidates in order of seniority. Where the Company decides to initiate cross-training, it will not unreasonably deny requests. Once a candidate has been selected for cross-training, they will be removed from the running list in order that other potential candidates be given consideration. Where a candidate declines an offer to be cross-trained, their name shall be maintained on the list and they may be provided with a further cross-training opportunity should one arise. Where a cross-trained employees' hours in an additional department(s) are materially reduced on an ongoing basis due to business circumstances (excluding downward seasonal sales fluctuations), the employee may re-apply to the running list of interested candidates and the Company will not unreasonably deny such requests.
- (c) Employees selected to be cross-trained in a minimum of one (1) additional department must maintain available anytime status as described in the Collective Agreement and shall be required to serve a probationary period of one hundred sixty (160) hours worked in each department(s) for which they are cross-trained. In the event an employee does not maintain the minimum availability requirement and/or does not successfully complete the required probationary period(s), they will no longer be scheduled in the additional department(s) and will not be eligible for further cross- training opportunities for a period of six (6) months.

2. (a) Part time employees who have been cross-trained may also be scheduled in additional department(s). In such instances, the cross-trained employee shall be considered the most junior employee for purposes of scheduling in that department, such that they receive an equal or lesser amount of weekly hours in that department, relative to a senior employee in that department who has the skill, ability, knowledge to perform the work and is available.

Where two (2) or more cross-trained employee are scheduled in the same additional department(s), seniority for purposes of scheduling shall be based on length of service within the department.

- (b) Employees receiving a scheduling guarantee as outlined in Schedule "A" 1. (c), shall receive those hours in their primary department and any cross-training scheduled shift(s) would be in addition to that guarantee.
- (c) The Company may choose to hire a new employee(s) as opposed to scheduling cross-trained employees in additional department(s). There is no requirement to provide hours beyond the employee's primary department schedule.
- (d) Employees do not have the right to exercise a preference to work in a specific department(s).
- (e) Cross-trained employees may be scheduled more total weekly hours (total store) than a senior employee as a result of being cross-trained and scheduled in additional departments.
- (f) Cross-trained employees may be moved to a new primary department in accordance with Article 24.03 (e).

DATED THIS 27TH DAY OF JANUARY, 2025.

SIGNED FOR THE EMPLOYER:



MARK OLIVEIRA
Vice-President, Labour Relations

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative

LETTER OF AGREEMENT #20

BETWEEN: **RCSS INC. operating business as
REAL CANADIAN SUPERSTORE
1485 Lasalle Boulevard, Sudbury (Ontario)
(Hereinafter called the "Employer")**

AND: **UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCALS 175 & 633
(Hereinafter called the "Union")**

Re: Shift Marketplace

The Parties agree that the provisions of the Collective Agreement (scheduling provisions and scheduling practices) shall permit the following:


- (a) A pool of unfilled work shifts from a single location or multiple Employer location(s) may be made available to interested part-time employees. ("Shift Marketplace.")
- (b) Interested part-time employees, may select work shift assignments from the Shift Marketplace on a first-come-first-serve basis, provided they have the skill, ability and qualifications to perform the work.

Selection of work shifts shall not unreasonably be denied.

- (c) Unfilled work shifts are defined as those that were not scheduled or assigned to part-time employees in a specific Employer location through the posted work schedule.
- (d) Part-time employees may select shift assignments such that their combined total weekly hours (through posted work schedule(s) and Shift Marketplace), do not exceed any maximum of hours that would require the payment of overtime.
- (e) Participation in Shift Marketplace shall be voluntary.


DATED THIS 27TH DAY OF JANUARY, 2025.

SIGNED FOR THE EMPLOYER:



MARK OLIVEIRA
Vice-President, Labour Relations

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative

LETTER OF AGREEMENT #21

BETWEEN: **RCSS INC. operating business as
REAL CANADIAN SUPERSTORE
1485 Lasalle Boulevard, Sudbury (Ontario)
(Hereinafter called the "Employer")**

AND: **UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCALS 175 & 633
(Hereinafter called the "Union")**

Re: Digital Processes

The parties agree that the Company may work to develop and implement electronic/digital delivery of processes contained in the Collective Agreement.

DATED THIS 27TH DAY OF JANUARY, 2025.

SIGNED FOR THE EMPLOYER:



MARK OLIVEIRA
Vice-President, Labour Relations

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative

LETTER OF AGREEMENT #22

BETWEEN: **RCSS INC. operating business as
REAL CANADIAN SUPERSTORE
1485 Lasalle Boulevard, Sudbury (Ontario)
(Hereinafter called the "Employer")**

AND: **UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCALS 175 & 633
(Hereinafter called the "Union")**

Re: Part-time Vacation Pay

The parties have discussed the way in which vacation pay is paid to part-time employees. Specifically, the parties hereby agree that vacation pay accrued by part-time employees during a pay period may be paid out on the payday for that pay period.

Part-time employees may elect to set up a secondary bank account into which they may apportion an amount equal to all, or a portion, of their vacation pay via direct deposit.

DATED THIS 27TH DAY OF JANUARY, 2025.

SIGNED FOR THE EMPLOYER:



MARK OLIVEIRA
Vice-President, Labour Relations

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative