



COLLECTIVE AGREEMENT

BETWEEN

**Senox Limited – c.o.b. as Jones’ Valu-Mart
2107617 Ontario Limited – c.o.b. as Collins’ Valu-Mart
2228778 Ontario Limited – c.o.b. as Dean’s Valu-Mart
1001021265 Ontario Limited – c.o.b. as Lavish’s YIG**

AND

**UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175**

TERM

MARCH 25, 2025 – MARCH 24, 2030

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COLLECTIVE AGREEMENT

BETWEEN: THE UNDERSIGNED FRANCHISES AS SET OUT BELOW:

**AND: SENOX LTD.
c.o.b. as JONES' VALU-MART**

**AND: 2107617 ONTARIO LIMITED
c.o.b. as COLLINS' VALU-MART**

**AND: 2228778 ONTARIO LIMITED
c.o.b. as DEAN'S VALU-MART**

**AND: 1001021265 ONTARIO LIMITED
c.o.b. as LAVISH'S YOUR INDEPENDENT GROCER
(Hereinafter called "the Employer(s))"**

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

ARTICLE 1 – PURPOSE

1.01 The Employer(s) and the Union each represents that the purpose and the intent of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer(s), to promote efficiency and service, to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment, and to create a multi-store Collective Agreement with a recognition clause providing for a single multi-store bargaining unit.

ARTICLE 2 – SCOPE AND RECOGNITION

2.01 Jones' Valu-Mart:
The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of the Employer in the town of Thessalon, located at 215 Main Street, Thessalon, Ontario, save and except Store Manager, persons above the rank of store manager, front end manager, office and clerical staff.

Dean's Valu-Mart:

The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of Dean's Valu-mart in the town of Gore Bay, located at 40 Meredith Street, Gore Bay, Ontario, save and except Store Manager, Office Administrator and person above the rank of Manager.

Lavish's Your Independent Grocer:

The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of the Employer working at its grocery store located at 40 Meredith Street East, Little Current, Ontario, within the "Corporation of the Town of Northeastern Manitoulin and the Islands", save and except Grocery Manager, Bookkeeper, Store Manager and persons above the rank of Store Manager

Collins' Valu-Mart:

The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of the Employer located at 24 Commercial Drive, Burks Falls, Ontario, in the Township of Armour, save and except assistant store manager, persons above the rank of assistant store manager and office staff.

ARTICLE 3 – NO DISCRIMINATION

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

ARTICLE 4 – FUNCTIONS OF MANAGEMENT

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

ARTICLE 5 – UNION SECURITY

- 5.01 The parties agree that all employees covered hereunder shall, as a condition of their continued employment, become and remain members of the Local Union in good standing in accordance with the By-laws and constitutions of the Union.
- 5.02 Any new employees hired after the signing of this agreement shall, prior to the completion of their probationary period, make application for membership in the Union and shall become and remain, a member of the Union in good standing as a condition of their continued employment with the Employer.
- 5.03 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 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 remittance statement of the employees whose pay such deductions have been made. In the event that the amount of such deductions are changed during the term of this agreement, the Employer shall be given fourteen (14) days' prior to notice.

The Union agrees to save the Employer harmless from any claims arising from the collection of union dues.

The remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of email (remit@ufcw175.com) or as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spreadsheet in Excel or other software program acceptable to the Union.

The spreadsheet will be in a format provided by the Union and the Employer will provide the following information: as known to the Employer.

1. Social Insurance Number
2. Full name (Last/First/Initials)
3. Full address, including City and Postal Code
4. Telephone number (including area code)
5. Date of hire
6. Rate of pay
7. Classification
8. Full-time or part-time designation
9. Total dues deducted

10. Initiation fees deducted
11. Total initiation fees deducted
12. Newly hired employees as well as those who have departed the employment of the Employer since the last dues remittance and the date of departure

It is the sole responsibility of the Union to ensure that any personal information provided by the Employer in accordance with the terms and conditions of this collective agreement be used in a manner consistent with the purpose for which it was collected, that the privacy of the information is protected in accordance with the applicable jurisprudence and that the information is properly disposed of on a yearly basis. For clarity, once provided to the Union, the Employer bears no responsibility, however so arising, for the safekeeping or use of Employee information.

- 5.04 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.

ARTICLE 6 – NO STRIKE, NO LOCK-OUT

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

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

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

- 6.02 Representation
The Employer agrees to recognize two (2) Union Stewards and one (1) Alternate Steward as appointed by the Union for the purpose of handling grievances and attending meetings with management in the administration of this Agreement on behalf of the employees covered hereunder. The Union shall notify the Employer in writing of the names of such stewards at the time of their appointment and the Employer shall not be required to recognize any steward until it has been so notified.
- 6.03 The stewards shall be allowed necessary time off work without loss of pay for the purpose of processing grievances during working hours in the store provided:

- (a) They obtain prior consent from management, which shall not be unreasonably withheld;
 - (b) Such time off shall be of reasonable length and shall not unduly impair the efficient operation of the business;
 - (c) The Union Steward shall, upon request by the Union Office, given at least fourteen (14) work days notice, in advance, be allowed off work for up to two (2) hours, once per month, without pay, to attend to Union business for which the Union requires their presence away from the Employer premises.
 - (d) On commencing employment, the Employer shall introduce the new employee to the union steward who shall provide them with a copy of the Collective Agreement and shall explain the rights and privileges under this Agreement. The steward shall be allowed fifteen (15) minutes with the employee at a time agreeable to the Employer.
- 6.04 The Union Bargaining Committee shall be comprised up to four (4), a minimum of one (1) bargaining unit employee representative from each store along with full-time staff representatives of the Union. The Union Bargaining Committee shall upon two weeks' notice, in writing, be allowed off work one (1) day, without pay, in the month preceding the month in which the contract expires, and one (1) further day without pay following ratification of a Memorandum of Agreement.
- 6.05 The Company shall pay the Committee members eight (8) hours pay for each day of negotiations with the Company up to but not including conciliation and/or mediation. Such time shall be included for the purpose of calculating overtime.
- 6.06 No individual member or group of members shall undertake to represent the Local Union at a meeting with Management without prior authorization by the Local Union.

ARTICLE 7 – GRIEVANCE AND ARBITRATION

- 7.01 Either the Employer, the Union or any employee has a right to lodge a grievance with respect to any matter arising out of this Agreement or concerning the interpretation, application or alleged violation of this Agreement.
- 7.02 Any employee believing that he has been unjustly dealt with or that the provisions of this Agreement have not been complied with, shall have the right

to place such grievances in the hands of the Union for review and adjustment by the Employer, if necessary. Such grievances shall be processed as follows:

Step One

Between the employee concerned, his Union representative and the Employer. The grievance must be filed within seven (7) calendar days after the event giving rise to the grievance occurs and within this period of time it shall be discussed at this Step. The Employer shall give an oral decision within seven (7) calendar days from the date the discussion took place. If the Union wishes to appeal to the next Step, the grievance shall be reduced to writing and the appeal shall be filed with the Employer within seven (7) calendar days from the Employer's oral decision.

Step Two

Between the employee concerned, the Union representative, and the Employer. The discussion at this Step shall be held within seven (7) calendar days of the date of the appeal. The decision of the Employer at this Step shall be in writing and be made within seven (7) calendar days of the date of the meeting. Should the Union wish to appeal, such notice of appeal must be in writing to the Employer/operator within one (1) week of the decision of the Employer at STEP TWO.

Step Three

The grievance shall be forwarded to the Employer, which shall have seven (7) calendar days to dispose of the grievance. The disposition shall be in writing and returned to the officers of the Union. If considered necessary by the parties, a meeting may be held by the parties and may include the interested persons. If a meeting is held, the decision shall be given to the other party within seven (7) calendar days from the date of the meeting.

- 7.03 In the case of a dismissal, a grievance may be filed by an employee who feels he was unjustly dealt with. Such grievance must be filed within five (5) calendar days from the date of dismissal and shall commence at STEP TWO. In any subsequent disposal of this case during the grievance procedure, the Employer may re-instate the employee with full back pay, suspend the employee for a definite period or sustain the discharge.
- 7.04 Should the grievance involve the misinterpretation or alleged violation of the Agreement, either party may be free to appeal to Arbitration from STEP THREE within thirty-one (31) calendar days from the date the decision was given at this STEP. The party requesting Arbitration shall advise the party in writing of its request, together with a statement as to the issue to be arbitrated and shall include in its notice the names and addresses of three (3)

Arbitrators. The other party shall within seven (7) calendar days of its receipt of the notice advise the other party if any of the three arbitrators is acceptable. If none of the original three (3) arbitrators is acceptable, the second party shall return the names and addresses of an additional three (3) Arbitrators.

The Arbitrator shall not have any jurisdiction to alter or modify any of the provisions of this Agreement, not to substitute any new provisions in lieu thereof, nor to make any decisions inconsistent with the terms and provisions of this Agreement.

Each of the parties hereto will share equally the expenses of the Arbitrator.

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.

- 7.05 The Employer will not discipline or discharge any employee without just and sufficient cause.
- (a) All written notices of discipline that are more than twelve (12) months old shall not thereafter form part of an employee's record and shall not be admissible in evidence at arbitration, unless the written notice is for workplace violence and/or harassment. It is understood that this provision does not apply to suspensions.
 - (b) All suspensions that are more than eighteen (18) months old shall not thereafter form part of an employee's record and shall not be admissible in evidence at arbitrations, unless the suspension is for workplace violence and/or harassment.
- 7.06 When an employee, who is covered by this Collective Agreement, is called into a meeting with Management, to investigate the employee's alleged misconduct or to impose discipline upon him, a Union Steward of the employee's choice shall be present during the meeting, so long as that Union Steward is available at the time of the meeting. If the Union Steward chosen by the employee is not available or the employee does not choose a Union Steward, the Employer shall assign an available Union Steward to attend this meeting.

Should no steward be available, time limits shall be adjusted accordingly. In cases of immediate discharge, in the absence of an available steward, another bargaining unit employee of the employee's choice shall be present

at the meeting. Should the discharged employee not choose another employee to be present, the Employer shall select such employee.

ARTICLE 8 – BARGAINING UNIT SENIORITY

- 8.01 (a) Seniority shall be recognized by the Employer(s) and shall be based on the length of continuous service as a full-time employee at each store. It is agreed that employees only acquire and exercise seniority on an individual store by store basis.
- (b) Seniority is the principle of granting preference to full-time employees for promotions, demotions, transfers, layoffs in accordance with an employee's bargaining unit seniority, but only when an employee has the ability and qualifications necessary to fill the normal requirements of the job.
- 8.02 (a) Regular full-time employees shall not attain seniority until they have completed a probationary period with the Employer(s). Such probationary period shall be ninety (90) days worked at each store. However, should a probationary employee complete such service, their seniority will date back to the commencement of their continuous full-time employment at such store.
- (b) Anyone transferred out of the bargaining unit will continue to accumulate bargaining unit seniority rights for twelve (12) months following their transfer, after which time they shall have no bargaining unit seniority. Where such transfer is the result of a pregnancy/parental leave, then such period shall be no longer than eighteen (18) months.
- 8.03 In cases of lay off and recall the principle of seniority shall govern provided the senior employee has the ability and qualifications to perform the job.
- Employees with less than one (1) years' service at a store will be given one (1) weeks' notice of lay off or one (1) week's pay in lieu of notice. Employees with more than one (1) years' service at a store will be given two (2) weeks' notice of lay off or two (2) weeks' pay in lieu of notice or as required by Employment Standards Act.
- 8.04 Seniority lists for full-time employees shall be posted by the Employer(s) quarterly, a copy of which shall be sent to the Union office.
- 8.05 (a) Persons outside the bargaining unit returning to the bargaining unit shall return to a position no higher than their former position in the bargaining unit;

- (a) In the event of persons returning to or entering the bargaining unit, resulting in the demotion of employees within the bargaining unit, such demoted employees will have their former rate maintained for a period of eight (8) weeks;

8.06 Seniority shall be considered terminated if an employee:

- (a) Voluntarily leaves the employment of the Employer(s);
- (b) Is discharged for cause;
- (c) Is absent from work for more than three (3) consecutive working days without prior notification to the Employer(s) or fails to provide a justifiable reason for such absence;
- (d) Fails to return to work after a recall from lay off within fourteen (14) days after the delivery of notice of recall;
- (e) Fails to return to work upon the conclusion of a leave of absence unless their failure to return is for reasonable cause;
- (f) Fails to take a medical examination by a qualified medical practitioner when requested by the Employer(s) when there is a question of the employee's ability to perform their job in a suitable manner. Where such medical examination is arranged for by the Employer(s) the cost of the examination and transportation shall be paid by the Employer(s);
- (g) Is not recalled to work when laid off due to lack of work, their name shall be retained on the seniority list for a twelve (12) month period or the length of their seniority, whichever is the lesser, but in no event, less than six (6) months;
- (h) Uses an approved leave of absence for reasons other than those specified to the Employer.

8.07 Job Posting Procedure

- (a) In the event that the Employer determines that a full-time vacancy or newly created bargaining unit full-time position is required in a store covered by the terms of this Collective Agreement, notice of such vacancy or newly created position shall be posted for seven (7) calendar days on the Bulletin Board at the store where the vacancy or newly created position occurs. All such notices shall designate the job classification, title, the shift, the rate of pay and the date such notice was posted. The notices shall be completed in duplicate and signed by the Store Owner/Operator. Any employee of the store where the vacancy or newly created position occurs may apply for such job within

the time limits specified above by affixing their signature to the job posting notice. Such signature shall be witnessed by an Employer(s) representative and dated.

- (b) After such notice has been posted for seven (7) calendar days, it shall be removed from the bulletin board.
- (c) If an employee is absent from work and during such absence 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 affixes the employee's name to the posting within the stipulated seven (7) calendar days.
- (d) The Employer(s) shall, within seven (7) calendar days after the notice has been removed, post on the same bulletin board for at least seven (7) calendar days a notice indicating the name and length of seniority of the successful applicant. The Employer(s) agree that the following factors shall determine which employee shall fill the vacancy.
 - (i) where the ability and qualifications to perform the normal requirements of the position are relatively equal, then seniority ranking of the employees who have applied for the position shall be considered.

ARTICLE 9 – LEAVE OF ABSENCE

- 9.01 The Employer, upon the request of the Union shall grant leave of absence, without pay to one (1) employee who may be selected by the Union to attend Union business, providing such request is made at least four (4) weeks in advance. It is agreed that such leaves of absence shall not exceed one (1) week in duration.
- 9.02 The Employer shall grant leave of absence without pay or benefits to one (1) employee who may be selected by the Union to fill an office or act in any capacity for the Union. Upon completion of a twelve (12) month period, the employee shall be terminated unless an extension of the leave of absence is requested by the Union. If the employee returns, they shall occupy their former or similar position in accordance with their seniority standing and qualifications.
- 9.03 The Employer shall grant leave of absence without pay to employees required to attend Union conferences and conventions, subject to the conditions set out in 9.01.

9.04 Pregnancy and Parental Leave

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

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

ARTICLE 10 – UNION DECALS

- 10.01 The Employer will display a Union decal on a window. It is understood that the union decal shall not be put on the front door windows.

ARTICLE 11 – TEMPORARY ASSIGNMENT

- 11.01 Employees shall perform any temporary work which the management directs with the understanding that when an employee is assigned to a job with a lesser rate of pay, they shall receive their regular rate of pay.
- 11.02 An employee temporarily transferred to work in a higher classification in the bargaining unit for more than three (3) days in a calendar week shall be paid one (\$1.00) dollar per hour.
- 11.03 An employee who is assigned to relieve non-union management for more than two (2) calendar days within the work week shall receive one dollar and fifty cents (\$1.50) per hour over their regular hourly rate retroactive to the first day. If a paid holiday falls during a week in which the above-noted premium is paid, the premium shall also be applied to the paid holiday hours provided they has worked the full week.

ARTICLE 12 – UNIFORMS

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

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

- 12.02 Where an employee is required by the Employer to wear safety shoes, the employee will be reimbursed (with receipts) up to one hundred (\$100.00) dollars once every year.

ARTICLE 13 – HOURS OF WORK AND OVERTIME

- 13.01 (a) The regular work week of all full-time employees shall consist of forty (40) hours per week, Sunday to Saturday.
- (b) Overtime work will be offered by seniority to employees who normally perform the work required, who are then at work at the time. In the event the Employer is unable to obtain the required people to perform the overtime work, then the junior employees shall be obliged to perform such work.
- 13.02 The Employer shall post a weekly or bi-weekly schedule of hours of work for all employees by 3:00 pm on Thursday for the coming weeks. Store hours shall be determined by the Employer and may be varied by the Employer should it become necessary. Should there be a change in the employee(s) regular schedule, the employee(s) affected shall be notified two working days prior to such change. Employees shall be advised as to the reasons of such change of schedule.
- 13.03 All time worked in excess of eight (8) hours per day or the regular scheduled work shift in any one (1) day shall be paid for at the rate of time and one-half (1 1/2). All time worked in excess of the regular work week shall be paid for at the rate of time and one-half (1 1/2). No employee shall be paid premium rates under more than one (1) pay provision for the same hours worked.
- 13.04 All employees shall be granted rest periods, and lunch breaks on the following basis:
- On an eight (8) hour shift: two (2) fifteen (15) minute paid breaks, plus a one (1) hour unpaid or by mutual consent a 1 half hour unpaid lunch break each to be taken at the midway point of the shift.
- 13.05 Night Shifts
Employees required to work a shift between the hours of 10:00 pm and 6:00 a.m. shall be paid a shift premium of eighty cents (0.80¢) per hour for all such hours worked.

ARTICLE 14 – CALL OUT AND REPORTING TIME

- 14.01 If any full-time employee is called out to work for any reason other than their regular work shift, they shall be paid a minimum of four (4) hours' pay at the regular rate.
- 14.02 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, except in the cases of power failure, flood, fire, or similar conditions beyond the control of the Employer.

ARTICLE 15 – PAID HOLIDAYS

- 15.01 The following paid holidays shall be granted to each employee covered by this Collective Agreement:
- | | |
|---------------|------------------|
| New Years Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Floater Day | Family Day |
- 15.02 Qualification and payment for the paid holidays listed in Article 15.01 shall be in accordance with the Employment Standards Act, 2000 (ESA, 2000).
- 15.03 Employees absent on either their regularly scheduled shift prior to or following such holiday shall not be entitled to receive holiday pay unless such absence on either or both of these days was caused by certified illness or accident.
- 15.04 Employees shall be paid at time and a half their regular rate of pay, plus the holiday pay when they work on such holidays.
- 15.05 If a paid holiday falls during an employee's vacation, they shall be paid for the holiday or granted an alternate day off with pay at a time mutually agreed upon between the Employer and the employee. In any event the employee is entitled to be paid for the paid holiday or the alternate day, but not both.
- 15.06 Full-time employees will receive a "Floater Day" to be taken at a time mutually agreed between the employee and Employer. An employee request to take their Floater Day will be subject to the Employer(s)' need to maintain a sufficient work force at all times but otherwise will not be unreasonably denied. No Floater Days will be granted during the month of December.

Payment for Floater Days shall be calculated by multiplying an employee's wage rate by eight (8) hours.

ARTICLE 16 – BEREAVEMENT LEAVE

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

- (a) The Employer agrees to grant employees up to five (5) days off with pay in the event of the death of their Mother, father, spouse, son, daughter.

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

- (b) The Employer agrees to grant employees up to three (3) days off with pay in the event of the death of their brother and/or sister.
- (c) The Employer agrees to grant employees three (3) days off with pay to attend the funeral if it falls on an employee's regular working day, in the event of the death of their Step-mother, step-father, step-son, step-daughter, step-brother, stepsister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, and grandparents.
- (d) Employees may retain one (1) of the above days in order to attend an interment as scheduled for a later date, but within one (1) year of the death.
- (e) Additional days requested may be granted without pay.

16.02 Jury Duty

An employee who is called for jury duty or who is required to attend at court in any matter arising out of 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 the fee received from the court, provided the employee furnishes the Employer with evidence that their attendance is required and satisfactory evidence as to the amount of fee received. Pay for Jury Duty shall be provided for a maximum of ten (10) days.

ARTICLE 17 – VACATIONS WITH PAY

Note: Articles 17.01 to 17.03 only apply to those full-time Employees employed at Jones' Valu-Mart and Lavish's Your Independent Grocer. Vacation entitlement for full-time Employees employed at Collins' Valu-Mart shall be in accordance with Letter of Understanding #10. Vacation entitlement for full-time Employees employed at Dean's Valu-Mart shall be in accordance with Letter of Understanding #11.

- 17.01 All employees with one (1) or more years of seniority shall be granted two (2) weeks vacation with pay based on four percent (4%) of their previous years gross earnings in accordance with Article 17.05.
- 17.02 All employees with five (5) or more years seniority shall be granted three (3) weeks vacation with pay based on six percent (6%) their previous years gross earnings in accordance with Article 17.05.
- 17.03 All employees with ten (10) or more years seniority shall be granted four (4) weeks vacation with pay based on eight percent (8%) their previous years gross earnings in accordance with Article 17.05.
- 17.04 The percentage payment referred to throughout this Article shall apply to wages earned during the previous financial year excluding any vacation pay paid in respect of that period.
- 17.05 Vacations shall be granted in accordance with employees bargaining unit seniority on a departmental basis.
- 17.06 A Vacation Request calendar shall be posted before February 1st of each year. On or before March 20th, employees shall write their vacation requests on the calendar. 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. 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 may be entitled to take two (2) weeks vacation entitlement consecutively providing the Employer has a sufficient work force to maintain proper operation of the business. Employees may be allowed to take more than two (2) weeks consecutive vacation entitlement provided permission is granted by the Employer.
- 17.08 The Employer agrees that a minimum of three (3) employees may be absent on vacation at any one time providing the Employer has a sufficient work force to maintain proper operation of the business.

- 17.09 The date for determining the length of vacation to which an employee is entitled shall be March 1st of each year.

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 employee 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 as per the Occupational Health and Safety Act.

ARTICLE 19 – HEALTH AND WELFARE

- 19.01 The Employer agrees, during the term of the Agreement, to pay its share of the premiums for an insurance plan for eligible full-time employees, subject to their respective terms and conditions including enrolment requirements. The sole responsibility of the Employer shall be to pay its share of the premium cost of the benefit program.

These benefits may be revised or changed from time to time by the Employer or the Insurer(s) provided they remain comparable.

The Parties agree that the insurance plan or policy shall not form part of this Agreement. As such, The parties agree that benefit issues are not arbitrable under the terms of the collective agreement.

ARTICLE 20 – BULLETIN BOARDS

- 20.01 The Employer will provide notice boards for the Union's exclusive use, where the Union will have the right to post notices of meetings or such other official Union notices as may be required, provided all such notices have the prior approval of the Store Manager or Owner for posting.

20.02 Union Representative Visits to Store

The Employer agrees that a full-time representative of the Union, or the International Union after contacting the Store Manager or Owner, may enter the premises during hours of employment to interview employees and deal with the administration of this Collective Agreement. It is agreed that such

visits will be timed to cause as little disruption as possible to the normal conduct of the Employer's business.

ARTICLE 21 – WAGES

- 21.01 The wages, which shall be effective during the term of this Agreement, are set out in Schedule "A" – Full-time Wages, attached hereto and shall form part of this Agreement.
- 21.02 The Owner may, from time to time, introduce, modify, and/or eliminate an incentive plan. Any programs would be in addition to the prevailing wage progressions.

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

- 22.01 It is agreed and recognized by both the Union and the Employer that due to the nature of the Employer's business it is necessary to employ both full-time and part-time employees.
- 22.02 Part-time employees shall not be used to the extent that they cause the layoff of a full-time employee, prevent the recall of a full-time employee on lay-off or cause a reduction in hours to any full-time employee.
- 22.03 The terms and conditions of employment covering students and part-time employees shall be as set out in Schedule "B" of this Collective Agreement.
- 22.04 Wherever there is a conflict between any other provisions of this agreement and Schedule "B" the latter shall prevail.

ARTICLE 23 – TERMINATION AND RENEWAL

- 23.01 This Agreement shall become effective as of the 25th day of March, 2025 and shall continue in effect until the 24th day of March, 2030, at which time it shall be automatically renewed unless either party gives notice to the other, not more than ninety (90) days prior to the expiry date, of its desire to enter into negotiations for the revisions or renewal of all or any part of this Agreement, and both parties shall thereupon enter into negotiations in good faith and make every reasonable effort to secure a renewal.

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

DATED THIS 3RD DAY OF APRIL, 2025.

SIGNED FOR THE EMPLOYER:

Jeffery Collins

JEFFERY COLLINS
Owner/Operator
c.o.b. as Collins' VM

Dean Moss

DEAN MOSS
Owner/Operator
c.o.b. as Dean's VM

Bryan Jones

BRYAN JONES
Owner/Operator
c.o.b. as Jones' VM

Lavish Dhir

LAVISH DHIR
Owner/Operator
c.o.b. as Lavish's YIG

SIGNED FOR THE UNION:

JJB

JEFFREY J. BARRY
Union Representative

Michael Bernier

MICHAEL BERNIER
Union Representative

SCHEDULE “A”**WAGE RATES AND CLASSIFICATIONS FOR FULL-TIME EMPLOYEES**

A-1 The following minimum hourly rates of pay and classifications set forth below shall become effective as and from the following dates and shall remain in full force and effect for the term of this Collective Agreement.

Clerks / Cashiers (all stores covered under this agreement)

	DOR (Mar 25/25)	Feb-26	Feb-27	Feb-28	Feb-29	1-Dec-29
Start	\$17.50	\$17.50	\$17.50	\$17.50	\$17.50	\$17.50
12 months	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00
24 months	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50
36 months	\$19.75	\$20.25	\$21.00	\$21.70	\$22.40	\$22.75

Meat Cutters (all stores covered under this agreement)

	DOR (Mar 25/25)	Feb-26	Feb-27	Feb-28	Feb-29	1-Dec-29
Start	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00
12 months	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50
24 months	\$19.75	\$19.75	\$19.75	\$19.75	\$19.75	\$19.75
36 months	\$22.25	\$22.75	\$23.50	\$24.20	\$24.90	\$25.25

Assistant Grocery Manager (all stores covered under this agreement)

	DOR (Mar 25/25)	Feb-26	Feb-27	Feb-28	Feb-29	1-Dec-29
Start	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00
12 months	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50
24 months	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00
36 months	\$20.25	\$20.75	\$21.50	\$22.20	\$22.90	\$23.25

Department Manager (Except for the Grocery Manager position at Lavish's YIG, and Front-end Manager at Jones' Valu-Mart)

	DOR (Mar 25/25)	Feb-26	Feb-27	Feb-28	Feb-29	1-Dec-29
Start	\$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
24 months	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
36 months	\$20.50	\$21.00	\$21.75	\$22.45	\$23.15	\$23.50

Meat Manager (Except for the Meat Manager position at Collins' Valu-Mart which will fall under the Department Manager Scale above)

	DOR (Mar 25/25)	Feb-26	Feb-27	Feb-28	Feb-29	1-Dec-29
Start	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00
12 months	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00
24 months	\$22.75	\$22.75	\$22.75	\$22.75	\$22.75	\$22.75
36 months	\$23.15	\$23.65	\$24.40	\$25.10	\$25.80	\$26.15

SCHEDULE "B"

PART-TIME EMPLOYEES

FORMING PART OF THIS COLLECTIVE AGREEMENT

ARTICLE 1 – RECOGNITION

- 1.01 For the purpose of this Schedule, a part-time employee is an employee who is normally scheduled to work thirty-two (32) hours per week or less.
- 1.02 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 "C":

ARTICLE 2 – BARGAINING UNIT SENIORITY

- 2.01 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.
- 2.02 The Employer shall make available an updated seniority list on the Union Bulletin Board every year. At such time, a copy shall be given to the Union Stewards and a copy shall be forwarded to the Union Office. The seniority list shall include the employee's full name, full and part-time seniority dates.
- 2.03 It is agreed and recognized by both the Union and the Employer that due to the nature of the Employer's business, it is necessary to employ both full-time and part-time employees. The Employer agrees that a part-time employees will not be scheduled to work in excess of thirty-two (32) hours per week except in the following circumstances:
 - (i) When full-time or part-time employees are absent;
 - (ii) To cover of vacations;
 - (iii) From December 1st to January 1st;
 - (iv) During promotional period where an increase in business is anticipated;
 - (v) May 15th to September 30th;

- (vi) For training purposes;
- (vii) Emergency situations (i.e. power failure, snowstorm, refrigeration breakdown or acts beyond the control of the Owner).

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

- 2.04 Part-time employees shall be on probation for the first ninety (90) days worked during which time they may be dismissed without recourse.
- 2.05 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.
- 2.06 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, layoff, and recall after layoff. They shall be placed on the full-time wage scale at the level which gives them a wage increase and shall progress up to the wage scale thereafter in accordance with the time frames indicated in the full-time wage scale.

Note: The above credit does not apply for vacation.

- 2.07 Wherever possible, in the case of a general reduction of hours or the layoff of a part-time employee, the Employer shall give such employee one (1) weeks notice or the payment in lieu thereof, to any and all such employees.
- 2.08 In the event that any employee is laid off for lack of work, such employee shall retain their bargaining unit seniority to be entitled to recall in accordance with their bargaining unit seniority standing up to twelve (12) consecutive months following their lay off, before other permanent help is hired, provided that such employee makes himself available within ten (10) calendar days after the mailing of the notice to return to work by the Employer. Such notice shall be sent by registered mail to the employee's address last recorded with the Employer.

2.09 Seniority shall be considered terminated if an employee:

- (i) Voluntarily leaves the employment of the Employer;
- (ii) Is discharged for just cause and is not reinstated through the grievance procedure;
- (iii) Is absent from work for more than three (3) working days without prior notification to the Employer;
- (iv) If an employee is absent from work for more than three (3) consecutive working days unless the employee has a bona fide reason;
- (v) Fails to return to work after a recall from lay-off within seven (7) working days after the delivery of notice of recall;
- (vi) Fails to return to work upon the conclusion of a leave of absence unless their failure to return is for reasonable cause;
- (vii) Fails to take a medical examination by a qualified medical practitioner when requested by the Employer, provided that the Employer shall pay the full costs associated with the examination.
- (viii) Uses an approved leave of absence for reasons other than those specified to the Employer.

2.10 Transfers Out of Bargaining Unit

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

ARTICLE 3 – NO DISCRIMINATION

3.01 The provisions contained in Article 3 of this Agreement affect all employees covered by this Schedule.

ARTICLE 4 – FUNCTIONS OF MANAGEMENT

4.01 The provisions contained in Article 4 of this Agreement affect all employees covered by this Schedule.

ARTICLE 5 – UNION SECURITY

- 5.01 The provisions contained in Article 5 of this Agreement affect all employees covered by this Schedule.

ARTICLE 6 – NO STRIKE, NO LOCK-OUT

- 6.01 The provisions contained in Article 6 of this Agreement affect all employees covered by this Schedule.

ARTICLE 7 – GRIEVANCE AND ARBITRATION

- 7.01 The provisions contained in Article 7 of this Agreement affect all employees covered by this Schedule.

ARTICLE 8 – HOURS OF WORK AND OVERTIME

- 8.01 The Employer shall post a weekly or bi-weekly schedule of hours of work for all employees by 3:00 pm on Thursday for the coming weeks. Store hours shall be determined by the Employer and may be varied by the Employer should it be necessary. Should there be a change in the employee(s) regular schedule, the employee(s) affected shall be notified twenty four (24) hours prior to such change, if possible. Employees shall be advised as to the reasons of such change of schedule. The bi-weekly schedule shall post total hours on schedule.

8.02 Rest and Meal Periods

- (a) Part-time employees who are scheduled to work for four (4) hours shall be entitled to one (1) paid fifteen (15) minute rest period to be scheduled by the Employer;
- (b) Part-time employees who are scheduled to work five (5) to six (6) hours or more shall be entitled to one (1) paid fifteen (15) minute rest period and one (1) fifteen minute unpaid rest period scheduled by the Employer.
- (c) Part-time employees who are scheduled to work six (6) to eight (8) hours shall be entitled to two (2) paid fifteen (15) minute rest periods scheduled by the Employer.
- (d) Part-time employees who are scheduled to work more than eight (8) hours shall be entitled to one unpaid thirty (30) minute rest period and two (2) fifteen minute paid rest period scheduled by the Employer.

- 8.03 The Employer will endeavor to give part-time employees one (1) Saturday off every four (4) weeks.
- 8.04 If a part-time employee is ordered or scheduled to report for work and no work is available, they shall receive four (4) hours' pay except in the case of force majeure circumstances.
- 8.05 A part-time employee shall be guaranteed four (4) hours on each call-in or scheduled shift unless there is less than four (4) hours available from the time the employee reports to the time the store closes, in which case the employee may refuse the work.
- 8.06 (a) Part-time employees who are required to work on a paid holiday, shall receive one and one-half (1 1/2) times their regular hourly rate for all hours worked on such holiday plus holiday pay.
- (b) Overtime at the rate of time and one-half (1 1/2) the employee's regular rate of pay shall be paid for all work performed by the employee in excess of eight (8) hours per day;
- 8.07 No part-time employee shall be required to work a split shift unless it is mutually agreed between management and the employee concerned.
- 8.08 Part-time employees are expected to be available for work on a normal and regular basis.
- 8.09 Part-time employees may swap 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.
- 8.10 An employee whose name has not appeared on the payroll of the store for over thirty (30) calendar days due to the fact that they were unavailable for work for reasons other than sickness or accident, shall receive consideration on re-application as a new employee. The Employer(s) agrees that it will consider past experience and length of service with the Employer(s) when establishing the hourly rate of pay for such an employee.

ARTICLE 9 – LEAVE OF ABSENCE

- 9.01 The provisions contained in Article 9 of this Agreement affect all employees covered by this Schedule.

ARTICLE 10 – UNION DECALS

- 10.01 The provisions contained in Article 10 of this Agreement affect all employees covered by this Schedule.

ARTICLE 11 – TEMPORARY ASSIGNMENT

- 11.01 The provisions contained in Article 11 of this Agreement affect all employees covered by this Schedule.

ARTICLE 12 – UNIFORMS

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

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

- 12.02 All part-time employees who have completed their probation period and who are required to wear safety footwear as determined by the Employer, shall be reimbursed (with receipts) up to one hundred (\$100.00) dollars every two (2) years.
- 12.03 The Employer shall make available rain coats, winter coats and gloves for employees performing carry-out duties and such clothing shall be kept in a common area and shall replace same when reasonably required.

ARTICLE 13 – PAID HOLIDAYS

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

New Year's Day
Good Friday
Victoria Day
Christmas Day
Boxing Day

Labour Day
Thanksgiving Day
Canada Day
Family Day

- 13.02 Qualification and payment for the paid holidays listed in Article 13.01 shall be in accordance with the Employment Standards Act, 2000 (ESA, 2000).
- 13.03 Employees absent on either their regularly scheduled shift prior to or following such holiday shall not be entitled to receive holiday pay unless such absence on either or both of these days was caused by certified illness or accident.

ARTICLE 14 – BEREAVEMENT LEAVE

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

ARTICLE 15 – PART-TIME VACATION

- 15.01 The Employer agrees that a minimum of three (3) employees may be absent on vacation at any one time providing the Employer has a sufficient work force to maintain proper operation of the business.
- 15.02 Part-time employees with one (1) year but less than five (5) years of service shall receive vacation pay allowance of 4% of their earnings.
- 15.03 Part-time employees with five (5) years service or more shall receive vacation pay allowance of six percent (6%) of their earnings.

ARTICLE 16 – COMPENSATION FOR ACCIDENTS AT WORK

- 16.01 The provisions contained in Article 18 of this Agreement affect all employees covered by this Schedule.

ARTICLE 17 – BULLETIN BOARDS

- 17.01 The provisions contained in Article 20 of this Agreement affect all employees covered by this Schedule.

ARTICLE 18 – WAGES

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

ARTICLE 19 – TERMINATION AND RENEWAL

- 19.01 The provisions contained in Article 23 of this Agreement affect all employees covered by this Schedule.

SCHEDULE “C”**HOURLY WAGE RATES AND CLASSIFICATIONS FOR PART-TIME EMPLOYEES**

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

Part-time Cashier / Clerk

Hours Worked	Formula
0 – 850	MW
851 - 1600	MW + \$0.05
1601 – 2350	MW + \$0.10
2351 – 2950	MW + \$0.15
2951 – 3550	MW + \$0.20
3551 – 4150	MW + \$0.25
4151 – 4750	MW + \$0.30
4751 – 5350	MW + \$0.40
5351 – 5950	MW + \$0.50
5951 – 6500	MW + \$0.60
6501+	MW + \$1.00

*MW = Minimum Wage

Part-time Meat Cutter

Hours	Formula
0-850 hrs	MW + \$0.15
851 – 1600 hrs	MW + \$0.30
1601 – 2350 hrs	MW + \$0.45
2351 – 3550 hrs	MW + \$0.60
3551 - 4150	MW + \$0.75
4151+	MW + \$1.20

Student Wage Rates

Effective DOR (March 25, 2025), the following minimum hourly rates of pay will apply to all part-time employees under 18 years old.

Hours Worked	Formula
0 – 1300 hrs	SMW
1301 – 1950 hrs	SMW+\$0.05
1951 + hrs	SMW+\$0.10

*SMW = Student Minimum Wage

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

LETTER OF AGREEMENT #1

**BETWEEN: SENOX LTD.
 c.o.b. as JONES' VALU-MART**

**AND: 2107617 ONTARIO LIMITED
 c.o.b. as COLLINS' VALU-MART**

**AND: 2228778 ONTARIO LIMITED
 c.o.b. as DEAN'S VALU-MART**

**AND: 1001021265 ONTARIO LIMITED
 c.o.b. as LAVISH'S YOUR INDEPENDENT GROCER
 (Hereinafter called "the Employer(s)")**

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

Re: Sunday Work

For Employees out of Jones' Valu-Mart:

For employees out of Jones' Valu-Mart hired prior to September 4, 2001, all Sunday work is strictly voluntary and shall not form part of the regular work week. For all employees hired subsequent to September 4, 2001, Sunday shall be a regular day. A full-time employee assigned to the duties of closing on a Sunday shall be paid a closing premium of \$1.50 for all hours worked on a Sunday.

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

For Employees out of Collins' Valu-Mart:

All time worked on Sundays shall be paid for at a one dollar and fifty cent (\$1.50) per hour premium in addition to the employee's regular rate of pay. All work on Sunday is strictly voluntary on the part of the employee hired prior to December 8th, 2002. Effective December 8th, 2002, all employees hired subsequent to December 8th, 2002, shall not be covered under this article of the Collective Agreement.

For Employees out of Dean's Valu-Mart:

- (a) Work on Sunday is strictly voluntary for employees hired prior to August 7, 2007. Any new hire after August 7, 2007, Sunday shall be a part of their work week and not voluntary;
- (b) Sunday work will continue to be over and above the work week for pre-ratification full-time and part-time employees, unless mutually agreed otherwise;
- (c) For full-time employees hired prior to August 7, 2007, hours worked on Sunday shall not be counted for the purposed of the weekly overtime unless an employee's hours for such week exceed forty-four (44) hours in that week;
- (d) For employees hired prior to August 7, 2007, all time worked on Sunday shall be paid at the employees' regular rate of pay plus premium of \$1.50 per hour. New hires after August 7, 2007 or employees promoted to full-time after August 7, 2007 shall not be entitled to the Sunday premium of \$1.50 per hour.
- (e) If no qualified employees who are able to perform the work required volunteer to work on Sundays, the Employer will schedule as necessary employees on a rotational basis with one (1) department head being scheduled on Sunday .

For Employees out of Lavish's Your Independent Grocer:

Sunday work remain voluntary for all full-time and part-time employees hired prior to September 20th, 2013 and they will continue to receive a Sunday premium of \$1.50 per hour.

DATED THIS 3RD DAY OF APRIL, 2025.

SIGNED FOR THE EMPLOYER:



JEFFERY COLLINS
Owner/Operator
Collins' Valu-Mart



DEAN MOSS
Owner/Operator
Dean's Valu-Mart

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative



MICHAEL BERNIER
Union Representative

Bryan Jones

BRYAN JONES
Owner/Operator
Jones' Valu-Mart

Lavish Dhir

LAVISH DHIR
Owner/Operator
Lavish's Your
Independent Grocer

LETTER OF AGREEMENT #2

**BETWEEN: 2228778 ONTARIO LIMITED
c.o.b. as DEAN'S VALU-MART
(hereinafter called "the Employer")**

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

Re: Personal Job Assurances for Full-time Employees – Dean's Valu-Mart

This shall confirm that for the term of the agreement, the Employer shall provide personal job assurances to the following full-time bargaining unit employee who is on the Employer's payroll as of June 30th, 2011, except in the event of a substantial sales and/or profit decline as follows:

Jean Pearson

DATED THIS 3RD DAY OF APRIL, 2025.

SIGNED FOR THE EMPLOYER:

Dean Moss

DEAN MOSS
Owner/Operator
Dean's Valu-Mart

SIGNED FOR THE UNION:

J.B.

JEFFREY J. BARRY
Union Representative

Michael Bernier

MICHAEL BERNIER
Union Representative

LETTER OF AGREEMENT #3

**BETWEEN: 2107617 ONTARIO LIMITED
c.o.b. as COLLINS' VALUMART
(hereinafter called "the Employer")**

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

Re: Full-time Assurance – Collins' Valu-Mart

This Letter of Agreement shall in all respects be considered as forming part of the Collective Agreement held between the parties.

The following full-time employees will be assured a full-time position in the Valu Mart store located at 24 Commercial Drive, Burk's Falls, Ontario, for the term of this Collective Agreement, except in the following circumstances: If a full-time employee quits or is discharged for just cause and is not reinstated through the grievance procedure, or in the case of a substantiated sales and/or profit decline:

Arlene Middlebrook
Danette Blakelock
Michelle Putman

DATED THIS 3RD DAY OF APRIL, 2025.

SIGNED FOR THE EMPLOYER:



JEFFERY COLLINS
Owner/Operator
Collins' Valu-Mart

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative



MICHAEL BERNIER
Union Representative

LETTER OF AGREEMENT #4

**BETWEEN: 1001021265 ONTARIO LIMITED
c.o.b. as LAVISH'S YOUR INDEPENDENT GROCER
(hereinafter called "the Employer")**

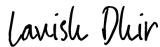
**AND: UNITED FOOD AND COMMERCIAL WORKERS CANADA,
LOCAL 175
(Hereinafter called "the Union")**

Re: Personal Day – Lavish's Your Independent Grocer

Any full-time employee hired prior to November 1, 2018 will be entitled to a personal day.

DATED THIS 3RD DAY OF APRIL, 2025.

SIGNED FOR THE EMPLOYER:



LAVISH DHIR
Owner/Operator
Lavish's Your
Independent Grocer

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative



MICHAEL BERNIER
Union Representative

LETTER OF AGREEMENT #5

BETWEEN: SENOX LTD.
c.o.b. as JONES' VALU-MART

AND: 2107617 ONTARIO LIMITED
c.o.b. as COLLINS' VALU-MART

AND: 2228778 ONTARIO LIMITED
c.o.b. as DEAN'S VALU-MART

AND: 1001021265 ONTARIO LIMITED
c.o.b. as LAVISH'S YOUR INDEPENDENT GROCER
(Hereinafter called "the Employer(s))"

AND: UNITED FOOD AND COMMERCIAL WORKERS CANADA,
LOCAL 175
(Hereinafter called "the Union")

Re: Computer Assisted Ordering Manager

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

DATED THIS 3RD DAY OF APRIL, 2025.

SIGNED FOR THE EMPLOYER:



JEFFERY COLLINS
Owner/Operator
Collins' Valu-Mart



DEAN MOSS
Owner/Operator
Dean's Valu-Mart

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative



MICHAEL BERNIER
Union Representative

Bryan Jones

BRYAN JONES
Owner/Operator
Jones' Valu-Mart

Lavish Dhir

LAVISH DHIR
Owner/Operator
Lavish's Your
Independent Grocer

LETTER OF AGREEMENT #6

**BETWEEN: SENOX LTD.
 c.o.b. as JONES' VALU-MART**

**AND: 2107617 ONTARIO LIMITED
 c.o.b. as COLLINS' VALU-MART**

**AND: 2228778 ONTARIO LIMITED
 c.o.b. as DEAN'S VALU-MART**

**AND: 1001021265 ONTARIO LIMITED
 c.o.b. as LAVISH'S YOUR INDEPENDENT GROCER
 (Hereinafter called "the Employer(s)")**

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

Re: Joint Labour Management Meetings

- (a) As a result of discussions at negotiations related to the mutual benefits associated with a positive labour relations environment, the parties agree to conduct Joint Labour Management Meetings (JLM's) commencing within sixty (60) calendar days of the ratification of the Collective Agreement. Attendees shall include two (2) representatives of the Union and two (2) representatives of the Employer. An additional resource person may accompany the representatives of either party on mutual agreement.
- (b) JLM's shall be scheduled on an as needed basis, however not less than twice per year. Meetings shall be at a mutually agreed time and place. Each party shall notify the other party of the proposed written Agenda as far in advance of the meeting as possible, but no later than one week before the meeting. The meetings shall be cochaired between a Union member and an Employee member on a rotational basis.
- (c) The purpose of the JLM's is to discuss items of mutual concern to Management and Staff. Employees' invited to attend the JLM's shall suffer no loss of earnings for attending during their regularly scheduled hours.

DATED THIS 3RD DAY OF APRIL, 2025.

SIGNED FOR THE EMPLOYER:

Jeffery Collins

JEFFERY COLLINS
Owner/Operator
Collins' Valu-Mart

Dean Moss

DEAN MOSS
Owner/Operator
Dean's Valu-Mart

Bryan Jones

BRYAN JONES
Owner/Operator
Jones' Valu-Mart

Lavish Dhir

LAVISH DHIR
Owner/Operator
Lavish's Your
Independent Grocer

SIGNED FOR THE UNION:

J.B.

JEFFREY J. BARRY
Union Representative

Michael Bernier

MICHAEL BERNIER
Union Representative

LETTER OF AGREEMENT #7

**BETWEEN: SENOX LTD.
c.o.b. as JONES' VALU-MART**

**AND: 2107617 ONTARIO LIMITED
c.o.b. as COLLINS' VALU-MART**

**AND: 2228778 ONTARIO LIMITED
c.o.b. as DEAN'S VALU-MART**

**AND: 1001021265 ONTARIO LIMITED
c.o.b. as LAVISH'S YOUR INDEPENDENT GROCER
(Hereinafter called "the Employer(s))"**

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

Re: Shift Marketplace (Part-Time)

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

- (a) A pool of unfilled work shifts 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 skill, ability, knowledge to perform the work and are available.

Selection of work shift assignments shall not be unreasonably denied.

- (c) Unfilled work shifts are defined as those that were not scheduled or assigned to employees 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 a maximum of forty (40) hours per week.

DATED THIS 3RD DAY OF APRIL, 2025.

SIGNED FOR THE EMPLOYER:

Jeffery Collins
JEFFERY COLLINS
Owner/Operator
Collins' Valu-Mart

Dean Moss
DEAN MOSS
Owner/Operator
Dean's Valu-Mart

Bryan Jones
BRYAN JONES
Owner/Operator
Jones' Valu-Mart

Lavish Dhir
LAVISH DHIR
Owner/Operator
Lavish's Your
Independent Grocer

SIGNED FOR THE UNION:

J.B.
JEFFREY J. BARRY
Union Representative

Michael Bernier
MICHAEL BERNIER
Union Representative

LETTER OF AGREEMENT #8

**BETWEEN: SENOX LTD.
c.o.b. as JONES' VALU-MART**

**AND: 2107617 ONTARIO LIMITED
c.o.b. as COLLINS' VALU-MART**

**AND: 2228778 ONTARIO LIMITED
c.o.b. as DEAN'S VALU-MART**

**AND: 1001021265 ONTARIO LIMITED
c.o.b. as LAVISH'S YOUR INDEPENDENT GROCER
(Hereinafter called "the Employer(s)")**

**AND: UNITED FOOD AND COMMERCIAL WORKERS CANADA,
LOCAL 175
(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 3RD DAY OF APRIL, 2025.

SIGNED FOR THE EMPLOYER:



JEFFERY COLLINS
Owner/Operator
Collins' Valu-Mart

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative

Dean Moss

DEAN MOSS
Owner/Operator
Dean's Valu-Mart

Michael Bernier

MICHAEL BERNIER
Union Representative

Bryan Jones

BRYAN JONES
Owner/Operator
Jones' Valu-Mart

Lavish Dhir

LAVISH DHIR
Owner/Operator
Lavish's Your
Independent Grocer

LETTER OF AGREEMENT #9

**BETWEEN: SENOX LTD.
 c.o.b. as JONES' VALU-MART**

**AND: 2107617 ONTARIO LIMITED
 c.o.b. as COLLINS' VALU-MART**

**AND: 2228778 ONTARIO LIMITED
 c.o.b. as DEAN'S VALU-MART**

**AND: 1001021265 ONTARIO LIMITED
 c.o.b. as LAVISH'S YOUR INDEPENDENT GROCER
 (Hereinafter called "the Employer(s)")**

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

Re: Part-time Benefits

The Employer agrees, during the term of the Agreement, to pay its share of the premiums for an insurance plan for eligible part-time employees, subject to their respective terms and conditions including enrolment requirements. The sole responsibility of the Employer shall be to pay its share of the premium cost of the benefit program.

These benefits may be revised or changed (coverage and/or eligibility) from time to time by the Employer or the Insurer(s).

The Parties agree that the insurance plan or policy shall not form part of this Agreement.

DATED THIS 3RD DAY OF APRIL, 2025.

SIGNED FOR THE EMPLOYER:

Jeffery Collins

JEFFERY COLLINS
Owner/Operator
Collins' Valu-Mart

Dean Moss

DEAN MOSS
Owner/Operator
Dean's Valu-Mart

Bryan Jones

BRYAN JONES
Owner/Operator
Jones' Valu-Mart

Lavish Dhir

LAVISH DHIR
Owner/Operator
Lavish's Your
Independent Grocer

SIGNED FOR THE UNION:

JJB

JEFFREY J. BARRY
Union Representative

Michael Bernier

MICHAEL BERNIER
Union Representative

LETTER OF AGREEMENT #10

**BETWEEN: 2107617 ONTARIO LIMITED
c.o.b. as COLLINS' VALU-MART**

**~~AND: 2228778 ONTARIO LIMITED
c.o.b. as DEAN'S VALU-MART~~**

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

Re: Full-Time Vacation – Collins' Valu-Mart

The Parties agree that vacation for full-time employees employed at Collins' Valu-mart located in Burk's Falls, Ontario, will be as follows:

- (a) All employees with one (1) or more years of seniority shall be granted two (2) weeks' vacation with pay based on four (4%) percent of their total gross earnings for the previous calendar year.
- (b) All employees with five (5) or more years of seniority shall be granted three (3) weeks' vacation with pay based on six (6%) percent of their total gross earnings for the previous calendar year.
- (c) All employees with ten (10) or more years of seniority shall be granted four (4) weeks' vacation with pay based on eight (8%) percent of their total gross earnings for the previous calendar year.
- (d) 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 gross earnings for the previous calendar year.
- (e) An employee's vacation entitlement shall be determined on the basis of their seniority date with the Employer as of March 1st of each calendar year.

DATED THIS 3RD DAY OF APRIL, 2025.

SIGNED FOR THE EMPLOYER:



JEFFERY COLLINS
Owner/Operator
Collins' Valu-Mart

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative



MICHAEL BERNIER
Union Representative

LETTER OF AGREEMENT #11

**BETWEEN: 2228778 ONTARIO LIMITED
c.o.b. as DEAN'S VALU-MART
(Hereinafter called "the Employer")**

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

Re: Full-Time Vacation – Dean's Valu-Mart

The Parties agree that vacation for full-time employees employed at Dean's Valu-mart located in Gore Bay, Ontario, will be as follows:

- (a) All employees with one (1) or more years of seniority shall be granted two (2) week's vacation with pay based on their regular hourly rate of pay times forty (40) hours per week.
- (b) All employees with five (5) or more year's seniority shall be granted three (3) week's vacation with pay based on their regular hourly rate of pay times forty (40) hours per week.
- (c) All employees with ten (10) or more year's seniority shall be granted four (4) week's vacation with pay based on their regular hourly rate of pay times forty (40) hours per week.
- (d) All employees with twenty (20) or more years seniority shall be granted five (5) week's vacation with pay based on their regular hourly rate of pay times forty (40) hours per week. Such week shall be taken outside of prime time as determined by the Employer.
- (e) An employee's vacation entitlement shall be determined on the basis of their seniority date with the Employer as of March 1st of each calendar year.

DATED THIS 3RD DAY OF APRIL, 2025.

SIGNED FOR THE EMPLOYER:

Dean Moss

DEAN MOSS
Owner/Operator
Dean's Valu-Mart

SIGNED FOR THE UNION:

JJB

JEFFREY J. BARRY
Union Representative

Michael Bernier

MICHAEL BERNIER
Union Representative

LETTER OF AGREEMENT #12

BETWEEN: SENOX LTD.
c.o.b. as JONES' VALU-MART

AND: 2107617 ONTARIO LIMITED
c.o.b. as COLLINS' VALU-MART

AND: 2228778 ONTARIO LIMITED
c.o.b. as DEAN'S VALU-MART

AND: 1001021265 ONTARIO LIMITED
c.o.b. as LAVISH'S YOUR INDEPENDENT GROCER
(Hereinafter called "the Employer(s)")


AND: UNITED FOOD AND COMMERCIAL WORKERS CANADA,
LOCAL 175
(Hereinafter called "the Union")

Re: Printing of Agreement


The Employer agrees to contribute a one-time payment in the life of the agreement of one hundred (\$100.00) dollars toward the printing of the collective agreement.

DATED THIS 3RD DAY OF APRIL, 2025.

SIGNED FOR THE EMPLOYER:




JEFFERY COLLINS
Owner/Operator
Collins' Valu-Mart




DEAN MOSS
Owner/Operator
Dean's Valu-Mart

SIGNED FOR THE UNION:



JEFFREY J. BARRY
Union Representative



MICHAEL BERNIER
Union Representative

Bryan Jones

BRYAN JONES
Owner/Operator
Jones' Valu-Mart

Lavish Dhir

LAVISH DHIR
Owner/Operator
Lavish's Your
Independent Grocer

LETTER OF AGREEMENT #13

**BETWEEN: 2228778 ONTARIO LIMITED
c.o.b. as DEAN'S VALU-MART
(Hereinafter called "the Employer")**

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

Re: National Day of Truth and Reconciliation

This will confirm our discussion during the recent negotiation for the renewal of the Collective Agreement between UFCW Local 175 and Dean's Valu-Mart regarding National Day of Truth and Reconciliation.

Dean's Valu-mart and UFCW Local 175, want to provide the following to employees who choose to observe the National Day for Truth and Reconciliation.

Employees who wish to observe the National Day for Truth and Reconciliation without pay, may do so as long as they provide at least two (2) weeks notice of their request in writing to Store Management. The Employer commits to authorizing an unpaid leave and shall have the discretion to reasonably limit the number of requests granted. Granting of such leaves of absence shall be on a first come first serve basis.

Part-time employees will receive a "Floater Day" to be taken at a time mutually agreed between the employee and Employer. An employee request to take their Floater Day will be subject to the Employer(s)' need to maintain a sufficient work force at all times but otherwise will not be unreasonably denied. No Floater Days will be granted during the month of December.

Payment for Floater Days shall be calculated by multiplying an employee's wage rate by their average shift length in the four (4) weeks preceding the week in which the Floater Day is taken.

DATED THIS 3RD DAY OF APRIL, 2025.

SIGNED FOR THE EMPLOYER:

Dean Moss

DEAN MOSS
Owner/Operator
Dean's Valu-Mart

SIGNED FOR THE UNION:

J.B.

JEFFREY J. BARRY
Union Representative

Michael Bernier

MICHAEL BERNIER
Union Representative

LETTER OF AGREEMENT #14

BETWEEN: SENOX LTD.
c.o.b. as JONES' VALU-MART

AND: 2107617 ONTARIO LIMITED
c.o.b. as COLLINS' VALU-MART

AND: 1001021265 ONTARIO LIMITED
c.o.b. as LAVISH'S YOUR INDEPENDENT GROCER
(Hereinafter called "the Employer(s))"

AND: UNITED FOOD AND COMMERCIAL WORKERS CANADA,
LOCAL 175
(Hereinafter called "the Union")

Re: Floater Days Full-Time

In the event the Province of Ontario declares National Day of Truth and Reconciliation as a legal holiday, the Floater Day for Full-Time Employees will be replaced with the National Day of Truth and Reconciliation.

DATED THIS 3RD DAY OF APRIL, 2025.

SIGNED FOR THE EMPLOYER:

Jeffery Collins
JEFFERY COLLINS
Owner/Operator
Collins' Valu-Mart

Bryan Jones
BRYAN JONES
Owner/Operator
Jones' Valu-Mart

Lavish Dhir
LAVISH DHIR
Owner/Operator
Lavish's Your
Independent Grocer

SIGNED FOR THE UNION:

Jeffrey J. Barry
JEFFREY J. BARRY
Union Representative

Michael Bernier
MICHAEL BERNIER
Union Representative

LETTER OF AGREEMENT #15

**BETWEEN: 2107617 ONTARIO LIMITED
c.o.b. as COLLINS' VALU-MART**

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

Re: Part-time Floater Day – Collins' Valu-Mart

Effective Date of Ratification (March 25, 2025), part-time employees that are employed at Collins' Valu-Mart as of the DOR shall be entitled to a floater day in lieu of Civic Holiday. For clarity, part-time employees hired after DOR will not be entitled to this floater day.

Part-time employees will receive a "Floater Day" to be taken at a time mutually agreed between the employee and Employer. An employee request to take their Floater Day will be subject to the Employer(s)' need to maintain a sufficient work force at all times but otherwise will not be unreasonably denied. No Floater Days will be granted during the month of December.

Calculation to determine the number of eligible hours for the floater day shall be in accordance with the Employment Standards Act.

Example: Hours worked four weeks preceding September 30th divided by 20 = eligible pay. For example, if an employee works 16 hours, 4 weeks preceding Sept 30th, their eligible pay would be $16 \times 4 \text{ weeks} = 64 / 20 = 3.2 \text{ hrs of eligible pay}$.

In the event the Province of Ontario declares National Day of Truth and Reconciliation as a legal holiday, the Floater Day for Part-time Employees will be replaced with the National Day of Truth and Reconciliation.

DATED THIS 3RD DAY OF APRIL, 2025.

SIGNED FOR THE EMPLOYER:

Jeffery Collins

JEFFERY COLLINS
Owner/Operator
Collins' Valu-Mart

SIGNED FOR THE UNION:

J. Barry

JEFFREY J. BARRY
Union Representative

Michael Bernier

MICHAEL BERNIER
Union Representative

LETTER OF AGREEMENT #16

**BETWEEN: SENOX LTD.
 c.o.b. as JONES' VALU-MART**

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

Re: Part-time Floater Day – Jones' Valu-Mart

Effective Date of Ratification (March 25, 2025), the following part-time employee employed at Jones' Valu-Mart shall be entitled to a floater day in lieu of Civic Holiday:

Jody Barber

The Employee will receive a "Floater Day" to be taken at a time mutually agreed between the employee and Employer. An employee request to take their Floater Day will be subject to the Employer(s)' need to maintain a sufficient work force at all times but otherwise will not be unreasonably denied. No Floater Days will be granted during the month of December.

Calculation to determine the number of eligible hours for the floater day shall be in accordance with the Employment Standards Act.

Example: Hours worked four weeks preceding September 30th divided by 20 = eligible pay. For example, if an employee works 16 hours, 4 weeks preceding Sept 30th, their eligible pay would be $16 \times 4 \text{ weeks} = 64 / 20 = 3.2 \text{ hrs of eligible pay}$.

In the event the Province of Ontario declares National Day of Truth and Reconciliation as a legal holiday, the Floater Day for this Part-Time Employee will be replaced with the National Day of Truth and Reconciliation.

DATED THIS 3RD DAY OF APRIL, 2025.

SIGNED FOR THE EMPLOYER:

Bryan Jones

BRYAN JONES
Owner/Operator
Jones' Valu-Mart

SIGNED FOR THE UNION:

JJB

JEFFREY J. BARRY
Union Representative

Michael Bernier

MICHAEL BERNIER
Union Representative