



COLLECTIVE AGREEMENT

BETWEEN

**CANTEEN OF CANADA LIMITED FOOD AND VENDING
SERVICES Cambridge, Ontario,
a Member of the Compass Group**

AND

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

TERM

AUGUST 5, 2025 – AUGUST 4, 2028

Letter from the President Local 175 UFCW Canada



Sisters, Brothers and Friends:

Welcome new members of UFCW Locals 175 & 633, and thank you to all the long-standing members for your support, solidarity and assistance throughout the years.

I hope while you read through this important legal document, you become more aware of the rights and privileges you have as members of the Union. This collective agreement specifies your income, benefits and job security, and it guarantees them while working for your current employer. You might miss out on all the rewards you're entitled to if you aren't aware of the agreement you have entered into.

Being a union member provides you a contract and with it the ability to plan for the future. Take some time to become familiar with this document and if you're unsure about something, or you believe you have a concern

that isn't covered, reach out to your Union Steward who also has Union Representatives and a team of specialists who provide support from the Union.

At Locals 175 & 633, we are dedicated to job security in an ever-changing working environment. When it comes to protecting your rights at work, you can count on Your Union.

Non-union workers have to fight on their own for fair wages, good working conditions and benefits in the workplace, and they may never achieve them. We are a voice for working people and it's just one of the many reasons we continue to grow.

Your Local Union represents hard-working Ontarians employed in almost every sector of the provincial economy. As we grow in numbers, we have ensured that we continue to provide the best servicing for our members. We are constantly striving to improve working conditions and provide our members and their families with the best quality of life by providing new services, benefits and educational opportunities.

When we work together, we can achieve more and secure what we have fought for through years of hard work in negotiations. Solidarity

is the fundamental principle of trade unionism. It means unity or agreement especially among individuals with a common interest and as a member of UFCW Locals 175 & 633 if you ever experience a problem on the job, you are not just a handful of workers against a large company, but a collective of more than 70,000 members and Union staff dedicated to ensuring your rights.

If at any time you have questions or concerns about the Union, please feel free to contact me.

In Solidarity,

Kelly Tosato
President
Local 175 UFCW Canada

**Letter from the
Secretary-Treasurer
Local 175 UFCW Canada**



Sisters, Brothers and Friends:

Fighting for the rights of members is what Unions do, but Your Union goes beyond that. Our goal is to provide equal rights and opportunities for all workers by giving them a voice, negotiating good collective agreements and lobbying governments for better working standards and conditions.

Unions have been instrumental in progressing the labour movement through political action. We have helped to raise the minimum wage, improve health and safety laws, advance pay equity, ensure paid, protected leave and much more. Our collective agreements build from these basic provisions of the law to provide more and improve the quality of life for our members and their families.

At Locals 175 & 633 we are 70,000 strong and

we are committed to improving the working lives of our members with every contract we negotiate. We continue to grow and to fight for the rights of equity seeking groups, injured workers and more.

To improve the lives of all working people we will continue to increase our membership by organizing the unorganized. If you know anyone who needs a union, we are waiting to welcome them.

In Solidarity,

Jim McLean
Secretary-Treasurer
Local 175 UFCW Canada

OFFICERS



Kelly Tosato
President



Jim McLean
Secretary-Treasurer



Karen Vaughan
Recorder

EXECUTIVE ASSISTANTS



Chris Fuller
Executive Assistant



Lee Johnson-Koehn
Executive Assistant



Angela Mattioli
Executive Assistant

LOCALS 175 & 633 EXECUTIVE BOARD

LOCAL 175 EXECUTIVE BOARD:

President

Kelly Tosato

Recorder

Karen Vaughan

Secretary-Treasurer

Jim McLean

Vice-Presidents

Chigozie Agubata

Paul Alexander

Gloria Almonte

Andrew Anand

Glen Avila

Gregg Boyachuk

Maggie Brayson

Christina Brown

Lorne Bruce

Paul Capranos

Paula Castilloux

Michael Collins

Tyler Colwell

Al Couture

Rakesh Desai

Ross Fraser

Scott Gaboury

Lynne Grant

Rob Hamilton

Dawn Hanlon

Jennifer Hoskins

Damian Hulshof

Scott Jackson

Yonis Jama

Sharon Jones

Kelly Kobitz

Sherry Lotaquon

Murray Macrae

Fawzia Mohamed

Kasiobi Nwankudu

Jean Patenaude

Jamesantony Pathmarajah

Skip Pavlick

Sheryl Raymond

Dionne Reid

Alan Reston

Joy Searles

Gurpreet Singh

Linda Souliere

Rick Szyja

Jonathan Van Egmond

Peter Wasney

Byron Williams

LOCAL 633 EXECUTIVE BOARD:

President

Brian Kozlowski

Secretary-Treasurer

Julie MacCrae

Recorder

Rita-Lynn Swiderski

Vice-Presidents

Dennis Gagnon

Agron Klecka

Anne Marie Stevens

UNITED FOOD & COMMERCIAL WORKERS (UFCW)

You are one of more than 240,000 members in Canada and 1.4-million members in North America.

The UFCW is the result of a merger between two of the oldest and most respected unions in North America; the Amalgamated Meat Cutters and Butcher Workmen of North America and the Retail Clerks International Union. This merger took place on June 6, 1979. The UFCW represents workers in nearly all aspects of Canadian life, which is mirrored in the makeup of Locals 175 & 633.

Visit our YouTube channel for more information on the history of this great Union at <https://www.youtube.com/user/ufcwlocals175633/videos>

LOCALS 175 & 633 UFCW CANADA

With 70,000 members, your Local Union is the largest of all the UFCW Locals in Canada and North America.

This Local has the expertise, financial stability and resources to provide you, the member, with the best negotiating team, the best legal assistance, and the best all-round service of any union in the country.

What You Get For Your Union Dues

- Better wages and benefits
- Job Security
- Grievance Procedure
- Assistance with WSIB and Employment Insurance
- Access to a full-time Union Representative
- Free training opportunities and post-secondary scholarships
- Much more

Health & Safety and The Right to Refuse Unsafe Work

If you encounter an unsafe condition at work, your first obligation is to report it to your supervisor. Once you have done that, you may refuse to work at a job or task where you have reason to believe that:

- Any machine or equipment you are supposed to use is likely to endanger yourself or another worker, or
- The condition of the workplace itself is hazardous.

You must promptly notify your Supervisor of your refusal, who must then investigate the matter in your presence and that of a health and safety representative of the workers.

If the Supervisor orders you back to work and you are still not satisfied that the job is safe, you may continue to refuse to work, provided you believe the condition still constitutes a hazard.

At this point, the Inspector from the Ministry of Labour must be called in. While you are waiting for the Inspector, the Supervisor can request that someone else perform the job provided that they are informed in the presence of the Health & Safety Committee member, that the job was refused and the reasons for the refusal.

This second worker also has the same right to refuse. The refusing worker may be assigned reasonable alternative work, subject to the Collective Agreement.

The decision of the Inspector is final. Although this order may be appealed, you must return to the job if the Inspector so orders, pending the outcome of such appeal.

The Occupational Health and Safety Act provides a conditional “Right to Refuse” unsafe work for health care workers (Section 43). Health care workers who work in institutions can refuse unsafe work only when the life, health or safety of another person, or the public, is not directly in danger.

This conditional Right to Refuse applies to health care workers and persons employed in workplaces like hospitals, nursing homes, homes for the aged (see the Act for a complete list), police officers, firefighters, ambulance workers and some other groups of workers who care for the public. The majority of Ontario workers do not have this condition put on their right to protect their own safety in the workplace. Even some Health Care workers, such as community health nurses who work outside institutions, have no limitation on their right to refuse unsafe work.

Certainly, no Health Care worker wants to jeopardize the life, health or safety of another person, but neither should they be expected by the employer to needlessly jeopardize her/his own safety. The right to refuse unsafe work is an individual right. The decision to refuse must arise from the individual’s own concern that something in the work or working environment is likely to endanger themselves or another worker. Section 43 of the Act clearly sets out the procedure for exercising this right.

If in doubt, members should consult their Certified Worker Member, Health & Safety Committee Member, Union Steward or Local 175 Union Representative or call the Ministry of Labour.

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COLLECTIVE AGREEMENT

Between

**CANTEEN OF CANADA LIMITED FOOD AND VENDING SERVICES
Cambridge, Ontario, a Member of the Compass Group
(Hereinafter referred to as the Company)**

and

**UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175
(Hereinafter referred to as the Union)**

ARTICLE 1 – RECOGNITION

- 1.01 This Agreement shall apply to all employees of the Company working at, in or out of the Ontario counties of Waterloo, Perth, Simcoe, Lambton, Oxford, Huron, Grey, Bruce, Dufferin and Wellington, and the Regional Municipality of Ottawa-Carlton, save and except supervisors, office staff, and those above the rank of Supervisor, or who have authority to exercise discipline over employees on behalf of the Company.
- 1.02 Should the Company establish new operations (Branches) in any of the areas outlined in Section 1.01, new separate agreements will be written to cover such new operations. The Company and the Union will establish proper classifications and rates of pay and failing to come to an agreement with these changes, the matter will be submitted to an arbitrator for final decision.
- 1.03 The Company agrees that it will not enter into any agreement or contract with those employees for whom the Union has

bargaining rights, either individually or collectively, which may conflict with any of the provisions of this Collective Agreement.

- 1.04 No bargaining unit employee shall be laid off work or see a reduction in hours by reason of the Company contracting out any work which is normally performed by bargaining unit members.

ARTICLE 2 – CHECK-OFF

- 2.01 The Company agrees that all employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union in good standing.
- 2.02 The Company agrees to deduct the regular Union dues as specified in the by-laws and constitution of the Local Union from the pay of all employees and further agrees to deduct the initiation fee as specified in the by-laws and constitution of the Local Union from the first pay and remit the monies so deducted to the Union on or before the 25th of the current month. The regular Union dues will be deducted on a bi-weekly basis. The Company will have the Application for Membership Card of the Union completed when the employee is hired and forward such application to the Union Office within thirty (30) days of date of hire.
- 2.03 The Company will, at the time of making each remittance to the Union, specify the employees from whose pay such deductions were made. The list will include the employees' names, classification codes, social insurance numbers and the amounts deducted.

Dues & Initiation Fees

The remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of e-mail (remit@ufcw175.com) as well 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 and adaptable to the Union. The spreadsheet will be in a format provided by the Union and the Company will provide the following information: as known to the Company.

1. SIN#.
2. Employee number if applicable.
3. Full name (Last/First/Initials).
4. Full address, including City and Postal Code.
5. Telephone number (including area code).
6. Date of hire.
7. Rate of pay.
8. Classification.
9. Full-time or part-time designation.
10. Union dues deducted (or the reason a deduction was not made). If dues are deducted weekly, report requires five (5) columns for reporting.
11. Total dues deducted.
12. Initiation fees deducted.
13. Total Initiation Fees deducted.
14. Employee email address if available

The Company will also advise the Union of any employee who has been terminated or who has quit.

- 2.04 The Company agrees to provide the Union with a current list of employees' names, addresses twice a year, January 1st and July 1st, of the current year.
- 2.05 The Union shall indemnify and save the Company harmless from any claims and from any form of liability as a result of such deductions remitted to the Union.
- 2.06 The Company will continue to include the total Union dues deducted on employee T4 slips.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 (a) Management has the right to operate the business in all respects subject only to the terms of the Agreement.
- (b) To direct the working force, to maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations to be observed by the employees.
- (c) To hire, promote, demote, transfer, classify and lay off employees and to suspend, discipline and discharge employees for just and sufficient cause. Any exercise of these rights in conflict with the provisions of this Agreement may be dealt with through the grievance and arbitration procedure.
- 3.02 The Company will entertain any complaint or grievance any employee may have on items not covered by the terms of this Agreement.

ARTICLE 4 – STEWARDS AND REPRESENTATIVE VISITS

- 4.01 The Company acknowledges the right of the Union to appoint or elect one (1) Steward and one (1) Alternate. It is the responsibility of the Steward to inform the Alternate of their anticipated absences. The number of Stewards may be increased by agreement between the parties. A second Steward shall be added when the active employee's base shall reach thirty (30) employees.
- 4.02 It shall be the Steward's duty to process grievances as in Article 5 of this Agreement. The Steward may also discuss Union membership with a new employee within their probationary period. The Steward's duty shall in no way conflict with their duties to their Company and they shall be held responsible for the same quantity and quality of work as other employees, based on the actual time that they were allowed to do bargaining unit work.
- 4.03 Union Stewards will receive straight time rates of pay for time spent in Company/Union Grievance Meetings and Communication Meetings. Only one (1) steward will be paid for attendance at each grievance meeting.
- 4.04 The Union will inform the Company in writing, of the name of the stewards and of any subsequent change in the name of the stewards. The Company shall not be asked to recognize any steward until such notification from the Union has been received.
- 4.05 (a) The Negotiating Committee will receive straight time rates of pay for time spent in negotiation meetings up to and including conciliation. The Negotiating Committee

will consist of two (2) members, one of which will be the Chief Steward.

(b) The Company will pay fifty per cent (50%) of the cost of the Meeting Rooms for all Negotiations, including conciliation, mediation and Interest Arbitration.

4.06 The Chief Steward will receive a copy of all Company notices and postings that are placed on the branch notice board, if they so request.

4.07 It is agreed that the Business Representative of the Union shall be allowed access to the premises through the front door, introduce themselves to the Receptionist and will advise the Company or a designate of their presence. The Representative will be allowed entry into the main warehouse area to interview employees (not more than two (2) employees at one time) and will not unduly disrupt the workplace. Should any dispute arise from such visits, then the Company and the Union will meet to resolve any problems which may arise.

4.08 On commencing employment, the employee's immediate supervisor shall introduce the new employee to the Union Steward who will provide the new employee with a copy of the Collective Agreement and the benefit enrolment cards/information. The Union Steward shall be given the necessary time, up to one half (1/2) hour with pay for Union orientation with the new employee(s). Such time will be arranged by the Company.

ARTICLE 5 – GRIEVANCE PROCEDURE AND ARBITRATION

Adjustment of Grievances

- 5.01 Any complaint, disagreement or difference of opinion between the Company and the Union or the employees covered by this Agreement which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.
- 5.02 Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within ten (10) days following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved party. Dismissal grievances will be presented at Step Three (3).
- 5.03 All grievances except those submitted by the employee to their immediate supervisor shall be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved party. It is agreed that under unusual circumstances, an employee may take their alleged grievance directly to the Union.
- 5.04 The procedure for the adjustment of grievances and disputes by an employee shall be as follows:

Step One: - By discussion between the employee and their Supervisor. The employee will be accompanied by a steward if they so desire. If a satisfactory settlement cannot be reached within seven (7) days, then -

Step Two: - By a discussion between the employee with their steward and the Branch Manager or their designate. Grievances may be submitted in writing at this step. If a

satisfactory settlement cannot be reached within seven (7) days, then -

Step Three: - By a meeting with one steward, the employee (at their option), the official Local Union Representative, Human Resources Manager or their designate, and the Branch Manager. If a satisfactory settlement cannot be reached, the matter may be referred to arbitration.

- 5.05 When an employee's work performance is such that it will lead to discipline or discharge and is the subject of discussion between the employee and the Company, the Union steward shall be present. If the Union Steward is not available, the meeting will be rescheduled to a time when the Steward is available. If a meeting is held without a Union Steward, or alternate, any conclusions, verbal or written, will be null and void, except in the case where the employee requested the Steward to leave.

The Company will notify the Union within (10) days after the circumstances given rise to it are known or ought to have been known by the Company, that disciplinary action may be required. The employee shall remain working until the investigation is completed unless the employee is an endangerment to themselves, the Company, co-workers, client. The Company agrees to act reasonable regarding timeless when delivering any discipline.

- 5.06 (a) Time limits as set forth above may be extended by mutual agreement in writing or by email.
- (b) The Arbitrator shall have the authority to extend the time limits under the Collective Agreement.

Arbitration

- 5.07 If the Union and the Company representatives cannot reach an adjustment of a grievance in Step Three of the Grievance Procedure, upon request of either party, the grievance shall be submitted within thirty (30) calendar days to a sole arbitrator agreeable to both parties.
- 5.08 If agreement on a sole arbitrator cannot be reached within seven (7) days in, the matter shall be referred to the Minister of Labour for the Province of Ontario who shall appoint one. No person involved directly in the controversy under consideration shall be a member of the Board of Arbitration.
- 5.09 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer, and shall make such independent investigation that it deems essential to a full understanding and determination of the issue involved. In reaching its decision, the Arbitration Board shall be governed by the provisions of this Agreement.
- 5.10 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitral issue under this Agreement and shall not depend or involve an issue or contention by either party which is contrary to any provision of this Agreement, or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.
- 5.11 The findings and decision of the Arbitrator all arbitral questions shall be binding and enforceable on all parties.

- 5.12 It is the intention of the parties that this Article shall provide a peaceful method of adjusting grievances so that there shall be no suspension or interruption of normal operations as a result of any grievance. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this Article.
- 5.13 The expense of the Arbitrator shall be borne equally by the parties to the Arbitration.
- 5.14 It is agreed by the parties that this written agreement presents the entire agreement. The Union and/or the Company is not reliant, and will not rely on any oral representation or past practice by the Union and/or the Company. Any practice which the Company and/or the Union may be following which is in addition to their Collective Agreement obligation, may be discontinued at any time upon written notice by registered mail to the other party.
- 5.15 Neither party shall raise or proceed with a timeliness issue argument regarding “filing for arbitration” without having notified the other party of its final position on any given grievance in writing.

Should either party serve such notice on the other party, the parties further agree that the final time frame in the Collective Agreement respecting “filing for arbitration” shall then be triggered.

The parties further agree that any Board of Arbitration or single arbitrator shall have full jurisdiction to adjudicate the matter respecting timeliness in light of this agreement and shall not be restricted by the *Ontario Labour Relations Act* in so doing.

ARTICLE 6 – SUNSET CLAUSE

- 6.01 Any employee who receives a disciplinary action in the form of a verbal warning or a written reprimand or subsequently a suspension, shall have such discipline remain actively recorded in the Employee File for a period not to exceed twelve (12) consecutive months from the date of such disciplinary having been affected.

Upon the conclusion of the twelve (12) consecutive month period, the said written disciplinary record will thereafter become null and void.

All suspensions involving workplace violence and/or harassment as defined by the *Ontario Human Rights Code, as amended from time to time*, that are to form part of an employee's record shall remain in the employee's file for a period of twenty-four (24) months.

ARTICLE 7 – STRIKES AND LOCKOUTS

- 7.01 During the term of this Agreement, the Union agrees that there will be no strikes, and the Company agrees that there will be no lock-outs. The words 'strike' and 'lock-out' shall be interpreted as in the Ontario Labour Relations Act.

ARTICLE 8 – SENIORITY

- 8.01 Seniority will be on the basis of continuous service with Canteen of Canada Limited, commencing on the date of hire in the bargaining unit. Any employee will be considered on probation and shall have no recourse to the Grievance Procedure with respect to grieving their termination until they

have worked for the Company for a total of sixty (60) worked days. Their seniority shall then date back to the date of hiring.

- 8.02 In dealing with promotions, layoffs, recall from layoff, and transfers to other jobs, seniority shall be the governing factor, provided that the employee has the necessary skill, ability and physical capability of performing the normal requirements of the job.

For the purpose of layoff from employment due to lack of work, an employee will exercise their seniority on the following basis:

- (a) As a result of a reduction in the work force in a job classification, the employee whose job is affected will bump someone with less seniority in their classification or accept the layoff. If the employee is the lowest seniority employee in their classification, 8.02 (b) will apply.
- (b) An employee displaced from a job classification as a result of 8.02 (a) may bump the lowest unit-wide seniority employee, provided the employee is qualified and has the physical ability to perform the work required of the employee they are displacing.

- 8.03 Work normally assigned to employees in the bargaining unit shall not be performed by those persons excluded from the bargaining unit in Article 1.01, except when necessary to afford instruction to employees, or for the purposes of experimentation and/or technological improvements, or to maintain service for a temporary period when qualified bargaining unit employees are not available and conscientious effort has been made to locate them. If persons excluded from

the bargaining unit in Article 1.01 do bargaining unit work, excluding the aforementioned work, this time spent by the person(s) will be paid at the premium rate of pay to the employee who would have worked.

- 8.04 (a) All employees shall be permitted to bid on open jobs. The Company shall post and keep posted in all locations, request for applications for open jobs for a period of five (5) working days. Job bidding will not be permitted on supervisor's jobs or above.
- (b) (i) All notices of job openings shall outline the classifications, location, if applicable, the probable hours of work, and basic qualifications.
- (ii) The vacancy will be filled by selecting the applicant with the highest seniority who has the ability to perform the normal requirements of the job and possesses the basic qualifications. If an employee is successful in the bid of a job opening and fails to qualify, they will be returned to the classification and job from which they came.
- (iii) The basic qualifications for each of the job classifications are:

Maintenance Person

- (i) Pass an electrical mechanical test set by the Company;
- (ii) Possess a valid Class "D" Driver's License;

- (iii) Possess an acceptable standard of mechanical adeptness;
- (iv) Possess the necessary physical capability to perform the normal requirements of the job;
- (v) Successfully pass the service training program;
- (vi) Possess customer orientated attitude.

Employees presently employed in the classification of Maintenance will not be required to acquire a "D" Driver's License or pass a Service Training Program. In the event that the present employee wishes to obtain a "D" License, the Company agrees to pay the cost of the successful completion in obtaining such "D" license and the cost will include the medical and the driving test only.

Route Person

- (i) Successfully pass the service training program;
- (ii) Possess a valid Driver's License;
- (iii) Possess the necessary physical capability to perform the normal requirements of the job;
- (iv) Possess customer orientated attitude.

Warehouse Person

- (i) Possess clerical aptitude;

- (ii) Possess the necessary physical capability to perform the normal requirements of the job;
- (iii) Possess a valid Tow Motor License, which the Company will pay for, for all current employees.
- (iv) Successfully pass the Service Training Program;
- (v) The Company will pay for the medical and testing upon successful completion of the test by the applicable provincial department.

Utility Person

- (i) Possess a Class "D" Driver's License;
 - (ii) The Company will pay for the medical and testing upon successful completion of the test by the applicable provincial department;
 - (iii) Possess the necessary physical capability to perform the normal requirements of the job.
- (c) All vending routes, when posted, shall outline conditions (start time, geographical area and a list of regular accounts). If changes are made in a vending route that equal thirty percent (30%) or greater (accounts have been removed or added on a permanent basis), there is a material change greater than one (1) hour in start and end time, or length of regular shift, then that vending route will be posted within three (3) working days.

Three (3) copies of all full vending routes will be posted once every two (2) years, commencing April 15th, 2012 for a period of five (5) working days. Only Route Qualified Persons are permitted to bid on these vending route postings.

On the fourth and fifth working days of the posting, Management will ask employees in the Route Person Classification by seniority, which route they are bidding on. Any employee failing to bid when asked will be assigned an available route upon completion of the job posting. The routes will be awarded by seniority and all changes shall be instituted within thirty (30) days of the posting. Any remaining routes not filled by the posting may be assigned by the Company to Lead Hands.

- (d) Two (2) copies of all Maintenance positions will be posted once per year, April 15th, for a period of five (5) working days. Only Maintenance Persons are permitted to bid on these Maintenance position postings. On the 4th and 5th working day of the posting, Management will ask employees in the Maintenance Persons Classification by seniority, which position they are bidding on. The position will be awarded by seniority and all changes shall be instituted within fourteen (14) days of the posting. Any employee failing to bid when asked will be assigned an available position upon completion of their job posting.

The Parties appreciate that the volume of required maintenance and/or repair work in that particular area varies frequently. Accordingly, it is agreed that the postings will outline the general areas where an employee

is expected to work/but does not limit an employee to that particular area, in the light of overall maintenance and/or repair requirements.

- (e) It is accepted that the major factor in the success of the business is the relationship that exists between the customer and the Company employees. Accordingly, it is expected that all Company employees will do their utmost to develop good relationships with the customers. Repeated cases of friction between an employee and the different customers may result in disciplinary action.

- (f) Vending Route Selection: for employees returning from extended absences due to Workers' Compensation claims, S & A or L.T.D.: During the first route posting following the start of the absence, the Company and the employee will attempt to contact each other to allow the employee to choose a route. This will be done provided that the employee has enough seniority to claim a route and it has not been indicated that the employee will be absent beyond the following posting.

At the second or any subsequent posting during the absence, no attempt will be made to contact the employee for route selection.

Upon returning, and provided that their seniority and classification allows, the employee shall choose from the four (4) lowest seniority routes. The employee who is displaced from their route shall then choose any route which their seniority and classification allows and so on.

Notwithstanding the above, in no event will these movements be allowed to force a Lead Hand into an off-shift job.

- (g) Route Assignment to Lead Hands: Lead Hands will be assigned routes in accordance with the provisions of Article 7.04 (c) of the Collective Agreement. Only route qualified employees may bid on the Lead Hand position.

- 8.05 If the Company, at its sole discretion, promotes an employee within the bargaining unit to supervisory capacity, it is agreed that the employee, if returned to the bargaining unit within six (6) months (unless an additional six (6) months is mutually agreed) will retain continuing seniority. If returned to the bargaining unit after a period of six (6) months, or the agreeable date, he will lose all Union seniority. If an employee requests that they be returned to the bargaining unit from their supervisory position, the provisions outlined in the two preceding sentences will apply.
- 8.06 Providing it is consistent with Management's obligations to maintain an efficient working force in the event of a shortage of work that necessitates a lay-off, one steward shall be retained in the work force and they shall only be laid-off prior to the senior employees provided he is able to do the jobs required.
- 8.07 Seniority lists shall be prepared and posted by the Company every six (6) months. The Company shall also supply sufficient copies to the stewards and the Union Business Representative, upon request.

- 8.08 Bona-fide illness will not be cause for discharge or loss of seniority, provided the Company is notified of such illness.
- 8.09 (a) The following positions will be posted on April 1st every two (2) years beginning in 1986.
1. Utility Person
 2. Warehouse Person
 3. Casual Host/ess and Relief Host/ess
- (b) The following positions will be posted on April 1st every two (2) years beginning in 1986. Only employees within these classifications may bid and they may only bid on the positions within their own classification.
1. A Route Person can bid on April 1st once every two (2) years for Lead Hand Service Person;
 2. A Route Person or a Host/ess Person who is qualified may bid on January 15th once every two (2) years for the position of Temporary Maintenance Person;
 3. Maintenance Persons can bid on April 1st once every two (2) years for Maintenance Lead Hand Person subject to Appendix "A" - 3.01.
- 8.10 Any employee shall not be required to produce a medical certificate to prove sickness for absences of 3 days or less, except in cases of patterns of abuse or habitual absenteeism.

- 8.11 The Company agrees to pay for any Doctor's note that it requests from any employee.

ARTICLE 9 – LOSS OF SENIORITY

- 9.01 In the event an employee, pursuant to the Grievance Procedure, is justly discharged or dismissed by the Company for any of the following reasons, their seniority will be considered broken:
- (a) If an employee notifies the Company in writing of their intention to resign voluntarily;
 - (b) If an employee is discharged and is not reinstated pursuant to the Grievance Procedure as provided in this Contract;
 - (c) If an employee has been laid off and not employed elsewhere and has failed to return to work within five (5) calendar days after registered letter containing such recall notice has been received at their last known address or seven (7) days, if employed; unless just cause exists;
 - (d) If an employee overstays a leave of absence granted by the Company without securing an extension in writing, of such leave of absence unless the extension is due to circumstances beyond the control of the employee, or if the employee takes employment other than that declared and agreed upon when applying for the leave of absence;
 - (e) If an employee is absent from work for more than three (3) consecutive working days without notification to the Company unless such absence and failure to notify the

Company is due to bona fide circumstances beyond their control;

- (f) An employee that is laid off will lose their seniority rights if the employee is laid off for more than eighteen (18) months.

ARTICLE 10 – LEAVE OF ABSENCE

- 10.01 Employees shall be granted leave of absence by the Manager or their designate, in writing, without pay and without loss of seniority up to a period of six (6) months for legitimate personal reasons, or for a longer period by mutual agreement providing that it does not hinder operations and sufficient request notice (2 weeks except in cases of emergency) is given in advance. Such leave of absence will not be granted to enable an employee to take employment other than with the Company and/or its subsidiaries.
- 10.02 The Company will grant leave of absence without pay up to ten (10) days to one Union Steward for official Union business and on formal request from an Officer of the Union Local. One (1) of the allotted days shall be paid by the Company.
- 10.03 The Company will grant leave of absence without pay or other benefits up to one (1) year full-time employment as Union Representative with the Local or the International Union.

The Union shall give the Company four (4) weeks prior written notification of such requested leave and shall also give the Company four (4) weeks' written notification if the employee is to return to the bargaining unit. If returned to the bargaining

unit after a period of one (1) year, the employee will lose all bargaining unit seniority.

- 10.04 The Company may limit excessive leave of absences. Any such reasonable requests will not be unreasonably withheld.

ARTICLE 11 – BEREAVEMENT LEAVE

- 11.01 In the event of the death of a spouse, child, step-child or parent, an employee will receive five (5) days off work without loss of pay. In the event of a death in the immediate family of a permanent employee covered by this Agreement, the Company agrees to grant up to three (3) working days' time off without loss of pay. Immediate family shall be comprised of brother, sister, mother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, brother-in-law, grandparents, grandchildren, step-mother, step-father, half-brother, half-sister, of the employee.

The Employer agrees to grant up to one (1) working day off without loss of pay in the event of the death of an aunt or an uncle.

In the event that the funeral is 400 miles or more away from an employee's normal residence, the Company will, if requested, grant a leave of absence without pay for a further two (2) days. In the event that a death occurs in the immediate family of an employee when they are on vacation, the Company agrees that the employee's vacation will immediately cease and bereavement leave will begin. The employee will be entitled to reschedule any remaining days of vacation.

ARTICLE 12 – JURY DUTY AND WITNESS FEES

12.01 When an employee, except a probationary or casual employee, is called for Jury Duty and serves or is subpoenaed as a Crown Witness and serves, such employee will be paid their full pay by the Company, to a maximum of ninety (90) days per calendar year. Such employee will give their Jury or Crown Witness Pay to the Company in return. Such payment for service as a Crown Witness shall not apply to the Company for Union arbitration cases or hearings arising under the Labour Relations Act.

ARTICLE 13 – PREGNANCY LEAVE

13.01 Maternity and/or parental leave shall be as determined by the Employment Standards Act of Ontario.

ARTICLE 14 – NEW CLASSIFICATIONS

14.01 The Company and the Union agree that new job classifications which may be created after the signing of this Contract will be subject to discussion and mutual agreement between the parties.

ARTICLE 15 – WEEKEND OPERATIONS

15.01 It is agreed the Company has the right to hire part-time student employees to work in weekend recreational accounts. Overtime at the rate of time and one-half (1½) the normal rate will be paid for all hours worked in excess of eight (8) hours per day and twenty-four (24) hours per weekend. Paid holidays worked will be paid at time and one-half (1½) the normal rate.

ARTICLE 16 – LEAD HAND, RELIEF ROUTE PERSON, TRAINING

16.01 A Lead Hand will receive a premium of one dollar and fifty cents (\$1.50) per hour. The duties may include Relief Route Person duties and training. A Lead Hand may be assigned routes at the discretion of the Company in accordance with the provision of Article 8.04 (c) of the Collective Agreement.

A Lead Hand complement of one (1) shall be posted and bid upon, and where the number of Route Persons exceeds ten (10), a second Lead Hand position shall be posted and bid upon.

16.02 The Relief Route Person's job will be posted for bidding by employees with at least one year service experience. The Relief person will receive a premium of fifty cents (50¢) per hour while doing relief service work and will be returned to the job from which he came, at the conclusion of their duties. If the relief work only involves part of a shift, the premium will be paid for the full shift.

(a) The Vacation Relief Route Person's job will be posted for bidding by employees with at least six (6) months' service experience. The Relief Route Person will receive a premium of fifty cents (50¢) per hour while doing this service work and will be returned to the job from which they came at the conclusion of their duties. If relief service work only involves part of a shift, the premium will be paid for the full shift. The job will only be available between May 1st and September 15th.

16.03 Any employee assigned the work of training will receive a premium of fifty cents (50¢) per hour while training with

another employee. If the training only involves part of a shift, the premium will be paid for the full shift. It is agreed by the parties that it is desirable that a Supervisor should be responsible for training of employees. In the event that a bargaining unit employee is assigned the work of training, the foregoing premium will apply. No bargaining unit employee will be held responsible or accountable for the progress of another bargaining unit employee while training.

ARTICLE 17 – SUMMER VACATION REPLACEMENTS

17.01 Summer vacation replacements may be employed at the vacation replacement rate during the period of April 1st to the first Friday following September 15th in any year. Such employee will do work only done by the employee they are replacing. They will not receive welfare benefits, but shall pay Union dues. Such temporary employees will not obtain seniority unless they are employed for thirty (30) days beyond September 15th. Summer vacation replacement help shall be discussed between the parties.

ARTICLE 18 – CLASSIFICATIONS AND ESTABLISHED HOURLY RATES OF PAY

An employee who is temporarily transferred to a lower rated job to avoid a layoff or at the request of the employee will receive the lower rate of pay for the duration of the temporary transfer. An employee who is temporarily transferred to a lower rated job classification for the convenience and benefit of the Company shall continue to receive their normal rate of pay for the duration of the temporary transfer. An employee who is temporarily transferred to a higher rate job classification for the convenience and benefit of the Company shall receive

the higher rate of pay for the duration of the temporary transfer. In the case of permanent transfer, an employee shall be paid the rate of the job to which they are assigned.

Red circled employees entitled to one hundred percent (100%) wage increase.

Any employees whose wage rates are higher than the posted rates in the Collective Agreement shall be considered “red-circled” and shall be entitled to the following wage increases:

Effective August 4 th , 2025	one hundred percent (100%) of the general wage increase
Effective August 4 th , 2026	one hundred percent (100%) of the general wage increase
Effective August 4 th , 2027	one hundred percent (100%) of the general wage increase

18.01 Wages

Effective August 19, 2025

	Start	After 1 Year	After 2 Years
Maintenance	\$22.75	\$23.50	\$24.25
Warehouse Person	\$19.75	\$20.50	\$21.25
Route Person	\$21.75	\$22.50	\$23.25
Utility Person	\$19.25	\$20.00	\$20.75
Vacation Replacement	\$16.75	\$17.50	\$18.25

Effective August 4, 2026

	Start	After 1 Year	After 2 Year
Maintenance	\$23.25	\$24.00	\$24.75
Warehouse Person	\$20.25	\$21.00	\$21.75
Route Person	\$22.25	\$23.00	\$23.75
Utility Person	\$19.75	\$20.50	\$21.25
Vacation Replacement	\$17.25	\$18.00	\$18.75

Effective August 4, 2027

	Start	After 1 Year	After 2 Year
Maintenance	\$23.75	\$24.50	\$25.25
Warehouse Person	\$20.75	\$21.50	\$22.25
Route Person	\$22.75	\$23.50	\$24.25
Utility Person	\$20.25	\$21.00	\$21.75
Vacation Replacement	\$17.75	\$18.50	\$19.25

Date of Ratification – one dollar and twenty-five cents (\$1.25)

August 4, 2026 – fifty cents (0.50¢)

August 4, 2027 – fifty cents (0.50¢)

Signing Bonus

All active employees who have completed their probationary period shall receive a one (1) time signing bonus of three hundred dollars (\$300.00).

ARTICLE 19 – DELIVERY OF PRODUCTS

- 19.01 The Company reserves the right to utilize, or not to utilize, its employees in the delivery of products to its Branch Offices.

ARTICLE 20 – HOURS OF WORK

- 20.01 The regular work week for employees, shall be forty (40) hours per week consisting of five (5) eight (8) hour shifts or four (4) ten (10) hour shifts Saturday through Friday. The Company agrees to provide work each week to any employee for regular hours although the work need not be on their regular job. When the Company is unable to provide a full week's work due to circumstances beyond its control, the Stewards will work with Management to find a viable solution.

ARTICLE 21 – OVERTIME

- 21.01 (a) Any hourly rated employee shall be paid at the rate of one and one half (1½) times their hourly rate for all work performed by the employee, in excess of eight (8) hours per day, or in excess of ten (10) per day if working four (4) ten (10) hour days or for all hours worked in excess of forty (40) hours in a work week.
- (b) For all work performed on a Holiday, the employee shall be paid at the rate of two (2) times their regular rate plus Holiday Pay.

The Company agrees to pay time and one-half (1½) for all time before 5:30 a.m. on a day shift. The opportunity to work overtime shall be equally shared by seniority among employees who are qualified to do the work. It is agreed that senior

employees have the right to refuse overtime. In the event that all qualified employees refuse to work the necessary overtime, one or more of the lowest four (4) seniority qualified employees shall be assigned to work the overtime and refusal may result in disciplinary action. The assignment of this overtime shall be made from those employees who have indicated in writing their desire to work. The Company agrees to post an unscheduled week day overtime list and an unscheduled weekend overtime list, once every six (6) months. Employees will indicate their desire by signing a posting.

If the number of employees required to perform overtime cannot be provided by the foregoing method, employees will be assigned in the reverse order from the master seniority list in order to make up the number required.

ARTICLE 22 – PREMIUMS

- 22.01 (a) Employees scheduled to work between 3:00 p.m. and 6:30 a.m. as part of the regular work week shall receive a premium of one dollar (\$1.00) per hour. The shift bonus is only paid when an employee works the majority of their shift before 6:00 a.m. or after 3:00 p.m. and then the employee is paid the shift bonus for their full shift.
- (b) A shift for Maintenance Person, Route Person, and Utility Person and Warehouse Person shall be comprised of eight (8) hours or ten (10) hours. For other classifications, the duration of the shifts shall be as assigned; however, no such employee shall be reduced to work less than four (4) hours of any one shift.

- (c) An hourly rated employee who works on Saturday and/or Sunday shall receive a premium of one dollar and fifty cents (\$1.50) per hour in addition to any overtime entitlement. The shift premium is only paid when an employee works the majority of their shifts(s) on Saturday and/or Sunday and then the employee is paid the shift premium for their full shift.

22.02 In the event a night shift is instituted, the Company will canvass employees by seniority if they wish to work the night shift. In the event no employee volunteers to work the night shift, the Company will assign the junior employee who has more than six (6) months' service experience.

ARTICLE 23 – SPLIT SHIFTS

23.01 The Company agrees that no employee shall be requested to work a split shift.

ARTICLE 24 – REPORTING FOR WORK PAY AND CALL BACK PAY

24.01 All employees reporting for scheduled work on instructions of the Company, shall be paid a minimum of four (4) hours at the applicable rate of pay.

24.02 An employee who has completed their shift and is recalled to work within thirty (30) minutes of the completion of their shift shall be paid time and one-half times (1½x) the applicable rate from the completion of their shift. An employee who has completed their shift and is recalled to work more than thirty (30) minutes after the completion of their shift shall be paid three (3) hours at time and one-half times (1½x) the applicable rate of pay or the number of hours worked at premium rate,

whichever is greater. This clause does not provide for the pyramiding of overtime.

- 24.03 All employees will be required to attend training sessions up to three (3) hours in length, scheduled up to three (3) times annually. Employees will only be compensated at their straight time hourly rate for the duration of such training sessions, despite having worked their full shift [of up to eight (8) hours that day] and despite the overtime provisions contained in this Collective Agreement.
- 24.04 In the event the branch is closed due to inclement weather the employees can choose to use sick credit hours to cover the missing hours for that day.

ARTICLE 25 – STAND-BY PREMIUM

- 25.01 An employee on stand-by duty will receive a flat rate of twenty dollars (\$20.00) per day from Monday to Friday and twenty-five dollars (\$25.00) per day for Saturdays and Sundays. If the employee is required to perform work on any day, they will receive pay for time worked on a call at applicable rate of pay. The employee will be allowed reasonable time not exceeding fifteen (15) minutes from their home to the branch for each call-in, and up to fifteen (15) minutes for the return journey. On Saturday or the 6th work day, the employee will receive one and one-half (1½) times pay; and on Sunday or the 7th work day, two and one-half (2½) times pay. On a Holiday, two times (2x) pay. Employees assigned to stand-by duty must have at least six (6) months vending experience.

ARTICLE 26 – FULL-TIME/PART-TIME EMPLOYEES

- 26.01 A full-time employee is one who works thirty (30) hours or more per week. A part-time employee is one who works less than thirty (30) hours per week.
- 26.02 In the event of a necessary reduction of hours (excluding layoff) the full-time employee's benefits will continue without change for a period of four (4) calendar months following the reduction of hours to part-time status. If then reclassified to part-time status, after four (4) months, their benefits will be as provided for part-time employees in Appendix "B". This shall not preclude any employee from exercising their seniority rights under the Agreement.

ARTICLE 27 – EMPLOYEE WELFARE BENEFITS

The following benefits will be applicable to full-time employees upon completion of the probationary period. The Weekly Sickness and Accident, Life Insurance and Accidental Death and Dismemberment Insurance will be applicable to the part-time employees upon completion of the probationary period.

- 27.01 United Food & Commercial Workers Trusteed Dental Plan (Ontario)
- (a) The Company agrees to contribute fifty-two cents (52¢) per hour for all hours worked and all hours paid to the U.F.C.W. Trusteed Dental Plan (Ontario).
 - (b) The Company agrees to sign the Participation Agreement as prepared by the Trustees of the Plan and supply or sign any other documents, forms reports or information

required by the Trustees of the Dental Plan and shall forward all contributions together with a list of the employees and the number of hours worked by each employee in each reporting period within fifteen (15) days of the end of the close of the Company's four (4) or five (5) week accounting period.

27.02 UFCW Local 175 ELHT Fund

The Company agrees to adhere to the UFCW Local 175 ELHT Fund and contribute to the Fund of the UFCW Local 175 ELHT Fund an amount equal to thirteen-point one percent (13.1%) of monthly insured earnings and all applicable taxes.

Should an employee become disabled as a result of an occupational accident or an industrial illness, the Company agrees to contribute 100% of the required contributions (employee and company) during the entire period of disability [for one (1) month in the event of layoff].

Please remember the fact that any particular benefit is provided at a particular time does not guarantee that such benefit will continue to be provided. The Trustees strive to provide the best benefit plan affordable and at their discretion have the authority to change the benefits offered as necessary.

27.03 Sick leave is to be granted to the employees on the following basis:

Effective January 1, 2026

- (a) Full-time employees who have completed their probationary period shall be entitled to sixty-four (64)

hours of sick leave with pay for verified illness or for the purposes of attending a physician's appointment.

- (b) Part-time employees who have completed their probationary period shall be entitled to thirty-two (32) hours of sick leave with pay for verified illness or for the purposes of attending a physician's appointment
- (c) Any employee with unused sick leave hours at the end of the calendar year shall be paid out at one hundred percent (100%) of their regular hourly rate the remaining balance of their sick leave hours. The qualifying date shall be January 1 of each calendar year and payment shall be made on or before December 31 each calendar year.
- (d) If it is necessary for an employee to leave work due to illness, the employee will be paid for all hours worked and the balance of this day will be paid and deducted from their entitled sick leave hours.
- (e) Any employee whose employment is terminated for any reason, except theft, shall be paid for all unused sick leave hours.
- (f) Any employee abusing these privileges by attempting to collect absence from work pay under false pretences may be subject to disciplinary action.
- (g) For clarity, January 1 to December 31 will be used to calculate the sick leave credits.

- 27.04 For the purpose of provisions of Employee Welfare Benefits, eligible dependents of employees will include those described as Eligible Dependents in the Ontario Health Insurance Plan.
- 27.05 The Company and the Union agree that the provisions for contributions of the Canada Pension Plan will be shared equally as legislated under the Canada Pension Plan. All employees will be covered by the Workplace Safety Insurance Act.
- 27.06 Canadian Commercial Workers Industry Pension Plan

The Company agrees that all employees will be covered under the Canadian Commercial Workers Industry Pension Plan (C.C.W.I.P.P.).

The Company agrees to sign a “Participation Agreement” required by the Trustees of the Pension Plan.

Contributions, along with a list of full-time and part-time employees and the number of hours paid and worked for each employee in the reporting shall be forwarded by the Company within fifteen (15) days after the close of the Company’s four (4) or five (5) week accounting period.

The Company agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.

As changes were made to the CCWIPP effective July 1st, 2015 which require increased contributions from the Company and the Employee in order to provide for as much benefit as possible under the revised plan, the Parties agree to the following:

Effective September 29th, 2015, with increased contributions from the members as listed below, on the first regular full payroll after September 30th, 2015, the Company shall contribute an additional twenty cents (\$0.20) per hour paid to the CCWI Pension Plan to a total contribution of one dollar and thirty-three cents (\$1.33) for all hours worked and vacation hours paid for, to a maximum of two thousand (2000) per year per person.

Effective September 29th, 2015, with increased contributions being deducted on the first regular full payroll after September 30th, 2015, Employees shall have deducted from their pay by the Company and remitted to the CCWI Pension Plan the following contributions for all hours worked and vacation hours paid for, to a maximum of two thousand (2000) per year per person:

*Less than 2 years of service	0¢ / hour
2 years but less than 8 years of service	22¢ / hour
8 years or more year of service	40¢ / hour

Effective October 5, 2016, the Company will no longer deduct the equivalent amount of the additional twenty cents (\$0.20) per hour from the Employee for the Company contribution.

27.07 Retirement Welfare Plan

Employees with more than ten (10) years of service and upon attaining Age 60, an employee can retire with and receive a 100% Company paid Benefit Plan to Age 65. All benefit coverages cease at Age 65. The Company paid plan will be either the U.F.C.W. Dental and U.F.C.W. Benefit Trust Fund for Retirees, or an equivalent plan provided by the Company. The

choice of plan(s) provided will be at the sole discretion of the Company.

The benefits provided under this Agreement are accepted by the Union in full satisfaction of the employee's share of unemployment insurance premium rebate, which rebate will become payable to the Company.

ARTICLE 28 – VACATIONS

28.01 Employees shall receive vacation and pay in accordance with the following schedule:

Effective January 1, 1983

<u>Service</u>	<u>Vacation</u>	<u>Method of Payment</u>
Over three months and up to one year	1 week	4%
After 1 year	2 weeks	4%
After 5 years	3 weeks	6%
After 10 years	4 weeks	8%
After 15 years	5 weeks	10%
After 25 years	6 weeks	12%

28.02 Vacation pay shall be paid the pay period prior to the vacation being taken based on earnings from hours worked, there shall be no vacation pay paid on vacation pay (it is understood that anyone wishing to take their allotted vacation after date of ratification, may not have sufficient vacation monies accumulated to cover all their vacation time due to a portion having already been paid out on the regular pay cheque).

28.03 June 30th of each year will be used as a qualifying date. Vacation bidding will be completed in two (2) sessions with each covering six (6) months of the calendar year.

- (a) The first vacation bidding period will be from November 1st to November 30th the previous year for vacation requests scheduled between the period of January 1st through June 30th.

The vacation list will be posted by December 15th

- (b) The second vacation bidding period will be from April 1st to April 30th of the current year for vacation requests scheduled between the period of July 1st through to December 31st.

The final vacation list will be posted by May 15th.

- (c) The Company reserves the right to assign unused vacation time once the second vacation bidding period is closed on April 30th.

28.04 The choice of vacation period will be given to employees according to seniority. An employee, based on seniority, is allowed to post three (3) weeks in the summer (defined as June, July, August); then everyone else will be allowed the same opportunity for the summer months, again based on seniority.

When everyone has had the opportunity, then the senior employees complete posting for the remainder of vacations allowed. Vacations must be taken between January 1st and December 31st of each year.

Full week vacation requests will be scheduled prior to any partial week requests.

There shall be no blackout periods for when employees are not able to take vacation.

28.05 In no event will more than one Lead Hand per classification be allowed on vacation at one time.

ARTICLE 29 – STATUTORY HOLIDAYS

29.01 The following paid holidays will be observed:

(a)

New Years Day	Family Day (3 rd Monday of Feb.)
Good Friday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Half Day before Christmas Day	Christmas Day
Boxing Day	Full Day before New Year's Day

(b) New Year's Eve Holiday: Work performed on New Year's Eve will be at straight time rates of pay. To replace the New Year's Eve Holiday, employees shall receive a floating holiday to be scheduled at a time mutually agreeable to the Company and the employee.

29.02 Two (2) floating holidays will be granted between December 23rd and January 3rd. Consideration will be given to senior employees. If because of scheduling requirements, one floater is not scheduled, any employee denied such holiday will be paid one day's pay at straight time in full compensation. With the Company approval, an employee may elect to use their

floater holiday(s) for another religious observances of their choice.

- 29.03 Employees shall be paid for each of the above Statutory Holidays providing they are available for work on their normal shift preceding and following the Holiday unless they are absent due to circumstances beyond their control.
- 29.04 Employees shall be paid their normal daily pay for each observed holiday and half their normal daily pay for each observed half day holiday. Pay will be at their normal hourly rate. For employees working eight (8) hour shifts they shall receive eight (8) hours statutory holiday pay. For employees working ten (10) hour shifts they shall receive ten (10) hours of statutory holiday pay.
- 29.05 The employee who are ill up to five (5) working days preceding and/or following the Statutory Holiday shall be paid as above providing they supply the Company with a doctor's certificate (if requested, unless such employee is receiving weekly indemnity or compensation).
- 29.06 In-plant route employees will observe the above-mentioned Statutory Holidays on the same day that is observed in the account they service.
- 29.07 Payment for the holidays listed in 29.01 shall be paid out to the employees on the payroll following the date on which such holidays are observed.
- 29.08 All Statutory Holidays as listed, falling within an employee's annual vacation shall be paid. An employee may apply for a day off with pay thirty (30) days before or after vacation if a

holiday falls during vacation in lieu of holiday pay. The employee must apply thirty (30) days prior to commencement of vacation and the day off will be granted on the basis of work scheduling.

- 29.09 The Canada Day Holiday may be scheduled on any normal working day within five (5) days on which the holiday occurs.

ARTICLE 30 – WELFARE BENEFITS

Welfare Benefits for Employees Entitled to Full-Time Benefits as of December 31, 1981.

Employees entitled to receive "welfare benefits for full-time employees" as of December 31, 1981, will continue to receive full-time welfare benefits if they are reduced by the Company to part-time employees.

This applies when only part-time work is available for such employees.

ARTICLE 31 – GENERAL

- 31.01 The Company agrees to have as its responsibility the washing of trucks on the outside. The employee shall be responsible for the cleanliness of the inside of the vehicle.
- 31.02 Employees are required to be covered by a Fidelity Bond. The cost of such bond shall be borne by the Company. It is understood that if an employee cannot be bonded, he is subject to summary dismissal.
- 31.03 The Company agrees that all employees are required to wear a uniform as a condition of continued employment. The

Company will provide an annual reimbursement to cover the cost of pants/shorts and safety shoes up to a maximum of three hundred (\$300.00) dollars, pending the submission of an original receipt.

With the above exception of pants/shorts and safety shoes, uniforms shall be issued and paid for by the Company and will be provided in the size requested by the employee. The cost of cleaning shall be paid by the employee, excluding coats which will be paid by the Company. Said uniforms will be issued by the Company in exchange for the worn-out ones.

- 31.04 No employee shall be required to perform work in unsafe conditions or surroundings and any such conditions must be immediately brought to the attention of the Company and the Health and Safety Representative.
- 31.05 The Company agrees to permit posting of any notices of Union meetings, functions and Union benefits on a bulletin board conspicuously placed and provided for that purpose. If the bulletin board is behind lock and key, the Company will provide the Union with a key to access such board.
- 31.06 In the event that an employee loses their driver's license, an effort will be made to provide work for the employee on a non-driving job. If such job is not available, in the first instance, the employee will be returned to their classification without loss of seniority on repossession of their driver's license, provided that such loss of license does not exceed twelve (12) months. In a second instance the employee will not return to work until a job is available.

- 31.07 Any unaccountable shortage on Route Persons' routes will be checked and if there is no reasonable explanation, a serviceperson may be required to pay for such shortages - this shall be subject to the grievance procedure of this Contract. No more than \$50.00 will be deducted from any employee's pay in any one pay to cover shortages.
- 31.08 In a five (5) year period, if an employee loses cash from products sold, it must be proven that an employee was negligent before he is responsible for fifty percent (50%) of the initial loss and one hundred percent (100%) thereafter. For all other cash losses, no more than fifty dollars (\$50.00) will be deducted from the employee's pay in any one pay to cover the losses.
- 31.09 The Union and the Company shall form a Joint Labour Management Committee with two (2) representatives from each side. The Committee will meet every other month and set out its own agenda. However, it is understood and agreed that the Committee does not have the right to negotiate amendments to the Collective Agreement or to supersede the Grievance Procedure as outlined in this Agreement.
- 31.10 The Company will continue to include on employee statements the year-to-date gross earnings figures.
- 31.11 (a) The Company agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, membership or activity in the union, political or religious

affiliation, age, race, creed, colour, handicap, sexual orientation, or marital status.

The Company also agrees to abide by the Human Rights Legislation and any other applicable legislation governing any employee in the Province of Ontario.

- (b) The Company and the Union agree that everyone has the right to work in an environment free of all sexual harassment.

The parties agree that if such a situation exists, a meeting will be held within the shortest possible time limits.

31.12 Wages will be paid on a bi-weekly basis and accordingly to the Company's direct deposit program.

31.13 The Union and the Company shall cooperate in maintaining regulations which will afford adequate protection for the employees, in conjunction with *Occupational Health and Safety Act* - the Company and the Union agree to the following:

- (a) The Company shall maintain sanitary arrangements throughout the unit, provide proper safety devices and give proper attention to the elimination of any condition of employment which is a hazard to the safety or health of the employee.
- (b) Where the nature of the task assigned to an employee requires the use of special equipment, or protective clothing, such equipment or clothing shall be provided by the Company, within a reasonable period after notification by the Health & Safety Committee.

- (c) A Health and Safety Committee shall be established, comprised of one (1) representative appointed by the Union and at least one (1) representative appointed by the Company.
- (d) The Health and Safety Committee shall hold at least one (1) meeting per month, or as deemed necessary by the Parties and all unsafe or hazardous or dangerous conditions shall be taken up and dealt with at such meetings. The Minutes of all Safety and Health Committee meetings shall be kept, and copies of such Minutes shall be sent to the Union and the Company, and one (1) copy to be posted.
- (e) The Health and Safety Committee shall be notified in writing of each lost time accident or injury. The Safety and Health Committee shall investigate and report in writing, to the Union and the Company as soon as possible on the nature and cause of the lost time accident or injury.
- (f) An employee who is injured during working hours and is required to leave for treatment of such injury, shall receive payment for the remainder of the shift at their hourly rate of pay, unless the doctor states that the employee is fit for further work on that shift.
- (g) If the current Provincial Legislation regarding the right to refuse unsafe work is rescinded during this term of the Collective Agreement, both Parties agree to be bound by the 1999 Legislation until the end of the Collective Agreement.

- 31.14 Employees of Canteen of Canada Limited Food and Vending Services, or its subsidiary, employed in Cafeteria accounts may service general merchandise (food machines only).

New Manual Locations: Where the Company or any subsidiary affiliate or other member of the Corporation operates a manual location and, where such location utilizes any coin operated vending machines owned, or leased/loaned to the Company, then such manual employees shall have the right to service up to four (4) such coin operated vending machines. This does not restrict the right of the vending employees to perform maintenance duties. Service shall include filling, emptying, and cleaning of equipment.

This clause does not affect any business currently serviced by the vending employees and will be effective for new accounts obtained following the date of ratification in 1993.

Should the facility increase to five (5) or more coin operated vending machines, then the Service duties shall revert back to the Bargaining Unit.

- 31.15 Cost of Printing Agreements
The Union and the Company desire every employee to be familiar with the provisions of this Agreement and their rights under it. For this reason, the Company shall pay fifty percent (50%) of the cost of printing sufficient copies of the Agreement within thirty (30) days of signing.

ARTICLE 32 – DURATION

32.01 This Agreement shall be in force and effect from August 5, 2025, until August 4, 2028, and until all provisions of the Ontario Labour Relations Act have been expended. It is understood that, in the event of a legal labour dispute or lock out, this Agreement becomes null and void.

Either party may give the other party notice of renewal and/or amendment of this Collective Agreement at any time within ninety (90) days prior to the expiry of this Collective Agreement. The parties shall endeavour to meet within fifteen (15) days of such notice being received.

The parties further agree to sign the Collective Agreement within thirty (30) days of being ratified by the Union.

Signed at Cambridge this 22nd day of September 2025.

FOR THE UNION



Nelson Pereira

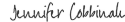


Ron McIvreen



Kevin Miller

FOR THE COMPANY



Jennifer Cobbinah



Darrell Park



Jennifer Crowley



Adam Gignac



David Seymour

LETTER OF UNDERSTANDING #1

BETWEEN:

**CANTEEN OF CANADA LIMITED
FOOD AND VENDING SERVICES
A Member of the Compass Group**

- and -

UNITED FOOD & COMMERCIAL WORKERS CANADA, LOCAL 175

RE: ALCOHOLISM OR DRUG ADDICTION

Effective January 1, 1989

In the event that an employee may be having difficulties on account of possible alcoholism or drug addiction and comes forward to the Company, the Company and the Union agree that they will jointly counsel such employee with a view to assisting the employee towards a course of treatment.

The object of this exercise is to make endeavours to assist employees in their efforts to rehabilitate themselves.

This arrangement in no way affects the Company policy that drunkenness or drinking on the job will not be tolerated.

Signed at Cambridge this 22nd day of September 2025.

FOR THE UNION



Nelson Pereira

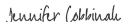


Ron McIlveen



Kevin Miller

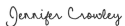
FOR THE COMPANY



Jennifer Cobbinah



Darrell Park



Jennifer Crowley



Adam Gignac



David Seymour

LETTER OF UNDERSTANDING #2

BETWEEN:

**CANTEEN OF CANADA LIMITED
FOOD AND VENDING SERVICES
A Member of the Compass Group**

- and -

UNITED FOOD & COMMERCIAL WORKERS CANADA, LOCAL 175

RE: DISPUTE REGARDING THE OUTCOME OF MAINTENANCE TEST


If an employee feels that there is a dispute regarding the outcome of their maintenance test, the Company agrees that both the Union Representative of the Union and the Company will review the maintenance test that the employee took for verification.

Signed at Cambridge this 22nd day of September 2025.

FOR THE UNION



Nelson Pereira



Ron McIlveen



Kevin Miller

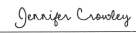
FOR THE COMPANY




Jennifer Cobbinah



Darrell Park



Jennifer Crowley



Adam Gignac



David Seymour

LETTER OF UNDERSTANDING #3

BETWEEN:

**CANTEEN OF CANADA LIMITED
FOOD AND VENDING SERVICES
A Member of the Compass Group**

- and -

UNITED FOOD & COMMERCIAL WORKERS CANADA, LOCAL 175

RE: UFCW CHARITY FUND

Upon written authorization from each employee, on a form provided by the Union, the Company shall deduct the sum of _____ per year and shall, together with a detailed list of the names, social insurance number and amount deducted, remit same by cheque payable to the UFCW Charity Fund on or before December 31st of each year.


Receipt for the total amount deducted per employee in the calendar year will be noted on the employee's T4 slip.

Signed at Cambridge this 22nd day of September 2025.

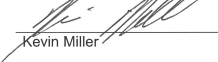
FOR THE UNION



Nelson Pereira



Ron McIlveen



Kevin Miller


FOR THE COMPANY




Jennifer Cobbinah



Darrell Park



Jennifer Crowley



Adam Gignac



David Seymour

LETTER OF UNDERSTANDING #4

BETWEEN:

**CANTEEN OF CANADA LIMITED
FOOD AND VENDING SERVICES
A Member of the Compass Group**

- and -

UNITED FOOD & COMMERCIAL WORKERS CANADA, LOCAL 175

RE: PAY EQUITY

The parties to this Collective Agreement agree to develop and/or maintain a Pay Equity plan in accordance with any applicable legislation.

Signed at Cambridge this 22nd day of September 2025.

FOR THE UNION



Nelson Pereira

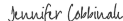


Ron McIlveen



Kevin Miller

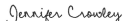
FOR THE COMPANY



Jennifer Cobbinah



Darrell Park



Jennifer Crowley



Adam Gignac



David Seymour

LETTER OF UNDERSTANDING #5

BETWEEN:

**CANTEEN OF CANADA LIMITED
FOOD AND VENDING SERVICES
A Member of the Compass Group**

- and -

UNITED FOOD & COMMERCIAL WORKERS CANADA, LOCAL 175

RE: INCENTIVE PAY PROGRAM

The Company retains the option to develop and administer an employee incentive pay program. This incentive pay program will be in addition to the employee's regular wage.

The Company agrees that they will review the program with the Union.

The Company agrees they will be reasonable when setting any applicable targets.

The Company agrees to post all routes for bidding within thirty (30) days after the development of the incentive pay program.

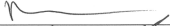
This Letter of Understanding will form part of the Collective Agreement and all applicable Articles including grievance an arbitration will apply.

Signed at Cambridge this 22nd day of September 2025.

FOR THE UNION



Nelson Pereira

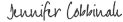


Ron McIlveen




Kevin Miller

FOR THE COMPANY



Jennifer Cobbinah



Darrell Park



Jennifer Crowley



Adam Gignac



David Seymour

LETTER OF UNDERSTANDING #6

BETWEEN:

**CANTEEN OF CANADA LIMITED
FOOD AND VENDING SERVICES
A Member of the Compass Group**

- and -

UNITED FOOD & COMMERCIAL WORKERS CANADA, LOCAL 175

RE: WEEKEND ROUTES


The Company agrees that during the life of the Collective Agreement they will not convert more than 4 (four) of the existing routes to weekend work. This shall not limit the Company from developing entirely new routes which capture the weekend work.

Signed at Cambridge this 22nd day of September 2025.

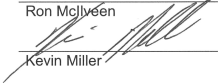
FOR THE UNION



Nelson Pereira



Ron McIlveen




Kevin Miller

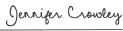
FOR THE COMPANY




Jennifer Cobbinah



Darrell Park



Jennifer Crowley



Adam Gignac



David Seymour

LETTER OF UNDERSTANDING #7

BETWEEN:

**CANTEEN OF CANADA LIMITED
FOOD AND VENDING SERVICES
A Member of the Compass Group**

- and -

UNITED FOOD & COMMERCIAL WORKERS CANADA, LOCAL 175

RE: TEMPORARY AGENCY EMPLOYEES

Part-time or temporary employees or any combination of part-time or temporary employees shall not be used to the extent they displace, replace or prevent the hiring of a full-time employee.

Notwithstanding the above, the Company may employ temporary employees to replace full-time employees who are absent due to parental, maternity leave, attrition, or illness or injury if the Company anticipates that the absence due to illness or injury will exceed thirty (30) days.

A temporary employee may only work a maximum of six (6) months, unless mutually agreed by the Company and Union in writing. The Company may also hire a temporary employee to replace a bargaining unit employee promoted to a non-union position for a period of up to six (6) months.


Temporary employees shall pay Union dues. Temporary employees who become full-time shall have their seniority back dated to their original hire date as a temporary employee.

A temporary employee may be terminated during their employment without cause and without resort to the grievance and arbitration procedures in this Collective Agreement.

Prior to bringing in temporary employees, the Company will offer temporary vacancies in bargaining unit positions to qualified bargaining unit employees.

Signed at Cambridge this 22nd day of September 2025.

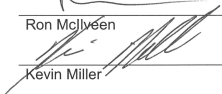
FOR THE UNION



Nelson Pereira



Ron McIvreen



Kevin Miller

FOR THE COMPANY




Jennifer Cobbinah



Darrell Park



Jennifer Crowley



Adam Gignac



Adam Gignac



David Seymour

LETTER OF UNDERSTANDING #8

BETWEEN:

**CANTEEN OF CANADA LIMITED
FOOD AND VENDING SERVICES
A Member of the Compass Group**

- and -

UNITED FOOD & COMMERCIAL WORKERS CANADA, LOCAL 175

RE: TIME LIMITS

Neither party shall raise or proceed with a timeliness issue argument regarding “filing for arbitration” without having notified the other party of its final position on any given grievance in writing.

Should either party serve such notice on the other party, the parties further agree that the final time frame in the Collective Agreement respecting “filing for arbitration” shall then be triggered.


The parties further agree that any Board of Arbitration or single arbitrator shall have full jurisdiction to adjudicate the matter respecting timeliness in light of this agreement and shall not be restricted by the Ontario Labour Relations Act in so doing.

Signed at Cambridge this 22nd day of September 2025.


FOR THE UNION



Nelson Pereira



Ron McIlveen



Kevin Miller

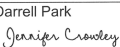
FOR THE COMPANY




Jennifer Cobbinah



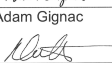
Darrell Park



Jennifer Crowley



Adam Gignac



David Seymour

LETTER OF UNDERSTANDING #9

BETWEEN:

**CANTEEN OF CANADA LIMITED
FOOD AND VENDING SERVICES
A Member of the Compass Group**

- and -

UNITED FOOD & COMMERCIAL WORKERS CANADA, LOCAL 175

RE: WINTER TIRES


The Company agrees to equip all Company vehicles with snow rated tires by December 1st of each year.

Signed at Cambridge this 22nd day of September 2025.


FOR THE UNION



Nelson Pereira



Ron McIvreen



Kevin Miller

FOR THE COMPANY




Jennifer Cobbinah




Darrell Park



Jennifer Crowley



Adam Gignac



David Seymour

DEPARTMENTS

LOCALS 175 & 633 have trained staff who provide information, support and services to our regional representatives and membership in areas including:

WSIB Claims & Appeals
workerscomp@ufcw175.com

Training & Education
tadmin@ufcw175.com

Organizing
organizing@ufcw175.com

Health & Safety, Legal, Pay Equity &
Communications
membership@ufcw175.com

Membership Assistance Program

The Locals 175 & 633 Members' Assistance Program (MAP) is available to help members through difficult times. The program connects you to the appropriate professional assistance as close to your community, and as soon, as possible.

Contact Sharon at Labour Community Services directly at **416-977-6888 • 1-877-801-7762**
(French & English language services available)

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<https://twitter.com/UFCW175633>



www.youtube.com/user/ufcwlocals175633

NOTES

United Food & Commercial Workers
Locals 175 & 633

2200 Argentia Road
Mississauga, ON L5N 2K7

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Toll Free: 1-800-565-8329
Fax: 905-821-7144

MYUNION.CA

