

COLLECTIVE AGREEMENT

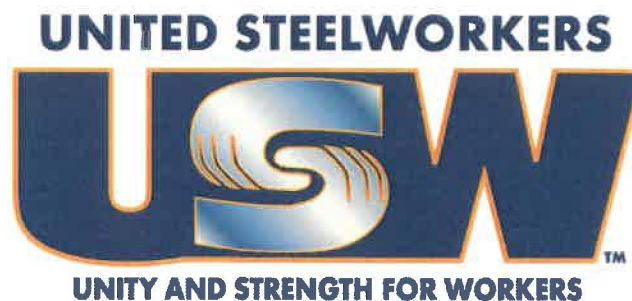
BETWEEN:



**APETITO HFS LIMITED
(hereinafter referred to as “the Employer”)**

- AND -

**UNITED STEELWORKERS OF AMERICA
ON BEHALF OF ITS LOCAL 9042
(hereinafter referred to as “the Union”)**



**EFFECTIVE: SEPTEMBER 1, 2024
EXPIRY: AUGUST 31, 2027**

COPE-343

ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to secure the benefits of orderly collective bargaining, an amicable method of settling any difference which may arise between the parties, and to the fullest extent possible to provide for the highest possible standard of safety and physical welfare of the employees, economy of operations, quality and quantity of output. It is recognized by this Agreement to be the duty of the Employer, the Union and the employees to cooperate fully, individually and collectively for the advancement of the said conditions.

ARTICLE 2 – SCOPE & RECOGNITION

- 2.01 Agreement shall apply to all employees in the bargaining unit defined in the Certificate issued by the Ontario Labour Relations Board and dated the 31st day of May 2000, that is, all employees of Apetito HFS Limited within a thirty (30) mile radius of 12 Indell Lane in the City of Brampton, save and except supervisors and those above the rank of supervisor, office, clerical and sales staff.
- 2.02 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer in the bargaining unit defined above.
- 2.03 It is recognized that employees outside the bargaining unit may not perform work normally done by employees in the bargaining unit except in emergency situations or due to absenteeism when bargaining unit employees are not available or for purposes of training and instruction. In addition, while it is not the intention of the Company to have Supervisors perform Bargaining Unit work on an uninterrupted basis, supervisors may provide support to maintain the plant workflow where there are no bargaining unit employees who are available to do the work or where there is insufficient work to justify additional bargaining unit or agency personnel. The Supervisor shall inform the Chairperson or Designate in all of the above situations.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the management of the Employer's operation and the direction of the working forces are fixed exclusively in the Employer, and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, perform periodic locker inspections for the purpose of maintaining facilities sanitation and to meet Food Safety Standards, however the Employer shall give no less than three (3) days notice, to all affected members except in emergency situations in which case the Chairperson or Designate will be notified, policies and practices to be observed by its employees, discipline or discharge employees, provided that a claim that an employee who has acquired seniority has been disciplined or discharged without just cause may be the subject of a grievance as herein provided;

- (b) select, hire, transfer, assign to shifts, promote, demote, classify, layoff or recall employees, select employees for positions excluded from the bargaining unit;
- (c) determine the location of the operations, and their expansion or their curtailment, the direction of working forces, the schedules of operations, the number of shifts; determine the methods and processes to be employed, job content, quality and quantity standards, the establishment of work or job classifications; change, combine or abolish job classifications; determine the qualifications of an employee to perform any particular job; the nature of tools, equipment and machinery used and to use new or improved methods, machinery and equipment, change or discontinue existing tools, equipment, machinery, methods or processes; decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times, when overtime shall be worked and require employees to work overtime; the determination of financial policies, including general accounting procedures and customer relations;
- (d) establish and administer tests for the purpose of assisting the Employer in determining an employee's qualifications;
- (e) have the sole and exclusive jurisdiction over all operations, equipment and employees.

3.02 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement, and the express provisions of this Agreement constitute the only limitations on the Employer's rights.

ARTICLE 4 – UNION DUES

4.01 The Employer shall deduct Union dues including, where applicable, initiation fees and assessments, on a per pay basis, from the wages of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.

4.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary-Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 13083, Postal Station "A", Toronto, Ontario, M5W 1V7 in such form as shall be directed by the Union to the Employer along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.

- 4.03 The remittance and the R-115 Form shall be accompanied by a statement containing the following information:
- (a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
 - (b) A list of the names of all employees from whom no deductions have been made and reasons;
 - (c) This information shall be sent to both Union addresses identified in Article 4.02 in such form as shall be directed by the Union to the Employer.
- 4.04 The Union shall indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of any actions taken by the Employer in compliance with this Article.
- 4.05 The Employer, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.

ARTICLE 5 – REPRESENTATION

- 5.01 The Employer acknowledges the right of the Union to appoint or otherwise select Union Stewards from the bargaining unit for the purpose of representing employees in the handling of complaints and grievances as set out in this Agreement.
- 5.02 The Employer shall be notified by the Union of the names of the Union Stewards and the areas they are representing and any changes made thereto.
- 5.03 The Employer agrees to recognize a Local Union Chairperson and one (1) Steward for the purpose of assisting employees in presenting grievances in accordance with the provisions of this Agreement. In the event the Employer expands its operations to a second and/or third shift, the Employer agrees to recognize an additional Steward for each of these shifts.
- 5.04 The Employer agrees to recognize and deal with a Union Grievance Committee in presenting grievances in accordance with the provisions of this Agreement consisting of the grievor, Union Steward, plus the Local Union Chairperson, who shall be regular employees of the Employer.
- 5.05 Union Stewards or Union Grievance Committee members shall not leave their work to investigate or process any grievance with the Employer without the prior consent of the Employer. Such consent shall not be unreasonably withheld.
- 5.06 The Employer agrees to recognize and deal with a Negotiating Committee of one (1) employee, plus the Local Union Chairperson, who shall be regular employees of the Employer, along with representatives of the International Union.

- 5.07 If an authorized Union representative, who is not employed by the Employer, wants to speak to Local Union representatives about a grievance or other official Union business, he shall advise the Warehouse & Logistics Manager, or his designated representative, who shall then call the Local Union representative to an appropriate place where they may confer privately. These talks will be arranged so that they will not unduly interfere with production.
- 5.08 The Employer will agree to the Unit Chairperson attending two (2) Joint Health and Safety Committee meetings each year as a guest.

ARTICLE 6 – NO STRIKES OR LOCK-OUTS

- 6.01 In view of orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, picketing, slowdown or stoppage of or interference with work or production, either complete or partial, and the Employer agrees that there will be no lock-out of employees.
- 6.02 The Employer shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing, slowdown, stoppage of or other interference with work or production, either complete or partial, contrary to Article 6.01 of this Article.

ARTICLE 7 – RELATIONSHIP

- 7.01 The parties agree to observe the provisions of the Ontario Human Rights Code.
- 7.02 There shall be no discrimination, intimidation, or coercion by the Employer, the Union or its members against any employee because of race, sex, creed, religion, colour, age or national origin as these terms are defined by the Ontario Human Rights Code, in the hiring, training, upgrading, promotion, transfer, layoff, discharge, discipline or otherwise of employees.
- 7.03 The Employer and the Union agree that they will not interfere with, restrain, coerce or discriminate against any employee because of an employee's membership or non-membership in the Union.
- 7.04 The Union agrees that except as provided for in this Agreement, there will be no Union activity including the distribution and posting of material on the premises of the Employer except by agreement with the Employer. The Company agrees to provide one (1) desk and chair and one (1) locker to be used for filing purposes by the Union Representatives.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 The purpose of this Article is to establish a procedure for the settlement of grievances.

- 8.02 An employee, who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement, may discuss his/her complaint with their Warehouse & Logistics Manager. Such employee may be accompanied by the Steward, if they so desire. Such a complaint shall be brought to the attention of the Warehouse & Logistics Manager within five (5) working days of the incident giving rise to the complaint. The Warehouse & Logistics Manager shall state his/her decision verbally within three (3) working days of receiving the complaint.

Step 1

Should the employee be dissatisfied with the Warehouse & Logistics Manager's disposition of the complaint, he/she may, with the assistance of the Steward, refer such matter on a written grievance form as supplied by the Union to their Executive Vice-President/Controller who shall answer the grievance in writing within three (3) working days. The complaint shall constitute a formal grievance at Step 1 and shall be filed within five (5) working days of receipt of the Warehouse & Logistics Manager's reply to the complaint.

Step 2

If no settlement is reached at Step 1, the Trade Union Representative, the Grievor, the Steward, Unit Chairperson and the representative of Management shall meet within five (5) working days, or a time mutually agreed upon, to discuss the grievance. The grievance shall specify the Article or Articles of the Agreement of which a violation is alleged, contain the nature of the grievance and indicate the relief sought and be signed by the employee and countersigned by the Steward. Management's representative shall answer the grievance in writing within five (5) working days. If the grievance is not settled within five (5) working days of the said response it may be referred to arbitration as hereinafter provided.

- 8.03 The Union or the Employer may initiate a Policy grievance beginning at Step 2 of the Grievance Procedure. Such Policy grievance shall be filed within five (5) working days of the incident giving rise to the complaint and be in the form prescribed in Step 1. Any such Policy grievance may be referred to arbitration by either the Union in the case of a Union grievance or the Employer in the case of an Employer grievance. The Union may not institute a Policy grievance directly affecting an employee or employees, which the employee or employees could themselves institute and the regular Grievance Procedure shall not thereby be by-passed.
- 8.04 Through mutual agreement of the parties when two (2) or more employees file a grievance arising from the same alleged violation of this Agreement, such grievances may be handled as a Group Grievance beginning at Step 2 of the Grievance Procedure.
- 8.05 No grievance may be submitted concerning the termination of employment, layoff or disciplining of a probationary employee. It is agreed that the employment of a probationary employee may be terminated without cause at the sole discretion of the Employer.

- 8.06 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration Procedures within the time specified shall be deemed to have been withdrawn. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Union.

ARTICLE 9 – DISCHARGE & SUSPENSION CASES

- 9.01 A claim by a non-probationary employee that he has been discharged or suspended, without just cause, shall be a proper subject for a grievance, if a written statement of such grievance is lodged at Step 2 of the Grievance Procedure within five (5) working days after the employee receives notice that he has ceased to work for the Employer or is suspended.
- 9.02 An employee, who has been dismissed without notice, shall have the right to interview his Union Steward or Local Union Chairperson, for a reasonable period of time, before leaving the Employer premises.
- 9.03 Where a grievance which is filed under Article 9.02 is not settled and duly comes before an Arbitrator, the Arbitrator may make a ruling, subject to this Article and to Article 10:
- (a) confirming the Employer's action;
 - (b) reinstating the employee with compensation for regular time lost (except for the amount of any remuneration or compensation the employee has received from any other source ending the disposition of his case); or
 - (c) disposing of the grievance in any other manner which may be just and equitable.
- 9.04 When the Employer intends to discipline a member, if a meeting is held, such employee shall have the choice of being accompanied by a Steward, if they so desire. If the Employer does not follow this process, the Union shall have the right to grieve.
- 9.05 In the event a verbal warning is given to an employee the Employer is to inform a Union Steward. If a written warning is given to an employee, a copy will be given to the Union Steward and the Local Union Chairperson.
- 9.06 Verbal warnings shall be voided after one (1) year and written warnings, one (1) year from the date of warning.
- 9.07 In the event of a disciplinary suspension or disciplinary demotion, the suspension or demotion shall be voided after fourteen (14) months from the date of issuance. The Employer shall be disqualified from using all voided warnings, suspensions and demotions as listed above in the Grievance or Arbitration Procedure.

ARTICLE 10 – ARBITRATION

- 10.01 Where a difference arises between the parties relating to the interpretation of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the names of three (3) potential candidates to act as Sole Arbitrator and shall be delivered to the other within thirty (30) working days of the reply under Step 2. The recipient party shall, within five (5) working days, advise the other of which arbitrator they can agree to or submit three (3) different arbitrators to the other party for consideration.
- 10.02 If the parties fail to appoint an arbitrator, within fifteen (15) working days of the notice to arbitrate, the appointment shall be made by the Minister of Labour upon request of either party.
- The Arbitrator shall hear and determine the grievance referred to it and shall issue a decision. The decision shall be final and binding upon the parties and upon any employee affected by it.
- 10.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.04 Each of the parties hereto will jointly bear the expenses of an arbitrator.
- 10.05 The Arbitrator shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 10.06 With the exception of grievance matters which arise as a result of the Employers need to meet the obligations and prescribed requirements specified by the Canadian Food Inspection Agency in its operations, either party to the Collective Agreement may refer such other grievance matters to a sole arbitrator at the time of referral as provided under Article 8. In which case the foregoing provisions shall apply with necessary modifications.

ARTICLE 11 – SENIORITY

- 11.01 An employee shall not have any seniority, and shall be considered as a probationary employee until he/she shall have attained seniority status by actually working a total of 650 hours or four (4) calendar months, whichever first occurs. No grievance may be submitted regarding the termination of employment, layoff or disciplining of a probationary employee.
- Upon completion of the probationary period, the employee's name shall be added to the seniority list dating back to the original date of hire.

- 11.02 Matters relating to promotion (other than promotion to a position outside the bargaining unit), demotions (other than disciplinary demotions), shift preference at the time of a vacancy, lay-offs and recall from lay-offs, where the experience, skill, and ability are relatively equal, the length of continuous service shall govern.

All permanent vacancies for regular full-time position(s) expected to exceed forty-five (45) calendar days in new classifications and existing classifications shall be posted on a bulletin board provided by the Employer for that purpose for a period of three (3) working days. Any employee in the bargaining unit in an equal or lower rated classification may make application for such vacancy except that, once every twelve (12) months during the term of this Agreement, every employee in a higher classification may also make application for a lower rated classification. In the filing of the vacancy the provisions of Article 11.02 above shall apply provided however that nothing herein shall prevent the Employer from hiring persons from outside of the bargaining unit until such time as the posting procedure is complied with. Applications shall be made in the manner prescribed by the Employer and submitted to the Office prior to the expiry date of the posting period. Any posted vacancy may be filled at the discretion of the Employer on a temporary basis for a period of forty-five (45) calendar days. Where the Employer anticipates a temporary vacancy will be longer than forty-five (45) calendar days in duration, the Employer agrees to post such temporary vacancy in accordance with the provisions of this paragraph.

For the purpose of this Article, a lay-off means a shortage of work for a duration of four (4) hours or more. An employee who has been displaced by lay-off from his/her classification may bump the most junior employee with an equal or lessor wage rate provided this is in accordance with the factors outlined in Article 11.02 above. An employee may be given a trial period of up to fifteen (15) days to demonstrate his/her capabilities. During the term of the trial period or at its conclusion, management will decide if the employee will be confirmed in the classification and if so will approve the bump. If the employee cannot successfully complete his/her trial, the bump request will be denied and the employee laid off prohibited from requesting another trial in the same classification during the term of the Agreement. Unless the employee has received further training and or upgrading.

- 11.03 Seniority shall be maintained and accumulated until it is lost under 11.04 below.
- 11.04 An employee shall lose seniority and employment shall cease for any of the following reasons:
- (a) if he voluntarily quits his employment;
 - (b) if he is discharged and is not reinstated through the grievance procedure;
 - (c) if he/she retires;
 - (d) if he is laid off for a continuous period of twenty-four (24) months.

- (e) If he is recalled to work after a lay-off by registered letter mailed to his last known address on the records of the Employer and fails to notify the Employer within three (3) working days of his acceptance or recall or, having so notified the Employer, fails to report for work within five (5)

working days of receipt of notice or recall unless his failure to report to work is due to bona fide illness or some other bona fide cause which is reasonable in the opinion of the Employer. While awaiting the return to work of a laid off employee(s) due to recall, the Employer may fill such position on a temporary basis at its discretion.

- (f) If he fails to report for work immediately following the expiration of an approved leave of absence unless he notifies the Employer at or before expiration of the leave that he will be prevented from reporting to work by reason of bona fide illness verified in a satisfactory manner, or any other cause which is reasonable in the opinion of the Employer.
- (g) If he fails to report for work when scheduled to do so for more than three (3) consecutive days without notice to the Employer or having given notice without a reasonable bona fide excuse for his absence.

11.05 Seniority shall be on a warehouse wide basis and shall mean total length of continuous service with the Employer.

11.06 The Local Union Chairperson will be issued an up-to-date seniority list on or about March 31st, June 30th, September 30th and December 31st of each year. A copy of such seniority list shall be posted on the plant bulletin boards for employee's inspection. The Employer agrees to provide the Union Area office no later than January 31st of each year with an updated seniority list, which includes the employees' last known addresses and phone numbers on record and rate of pay.

11.07 When it becomes necessary to reduce the work force for four (4) hours or more, layoffs shall be done in accordance with 11.02. Layoffs of less than four (4) hours shall be by seniority within the classification and shift affected.

For layoffs of five (5) days or more, the employee affected shall be given three (3) days notice in advance of the date of lay-off or pay in lieu thereof.

11.08 The Local Union Chairperson and Stewards shall have preferential seniority and shall not be laid off provided there is work available that they can perform.

11.09 When permanent vacancies for regular full time positions occur, the successful applicant, based on Article 11.02 shall be given a training period, to obtain familiarization, as listed below, to demonstrate his/her stability for the job:

- (a) For positions requiring certification (ie: forklift, reach, walkie) thirty (30) days.

- (b) All other positions five (5) days.

11.10 Selection of employees for any position not subject to the provisions of this Agreement is not governed by this Agreement. If a bargaining unit employee is transferred or promoted to a position not governed by this Agreement, he shall continue to accumulate bargaining unit seniority for a period of six (6) months following the commencement of such transfer or promotion. Should the employee remain in the position not governed by this agreement after the six (6) month period, his bargaining unit seniority shall terminate.

11.11 Temporary Transfers

- (a) Temporary transfers may occur when the Employer does not expect a vacancy to exceed forty-five (45) continuous calendar days.
- (b) The Employer may transfer an employee to a different job classification at their discretion for no longer than ten (10) consecutive working days. For temporary transfers that exceed ten (10) consecutive working days, the Employer may transfer an employee to a different job classification by asking for volunteers, by seniority, which are qualified to do the work required. If the Employer cannot get enough volunteers to accept the temporary transfer the Employer may assign employees who are qualified to do the work required in reverse order of seniority.
- (c) An employee who is temporarily transferred to work in a job classification having a higher rate of pay than his current job classification shall be paid the rate of the higher job classification for all hours worked.
- (d) An employee who is temporarily transferred to work in a job classification having a lower rate of pay than his current job classification shall be paid the rate of his current job classification.

ARTICLE 12 – STATUTORY HOLIDAYS

12.01 The following shall be recognized as holidays to be paid to all employees on the basis of his regularly scheduled normal daily hours or work at the regular straight-time hourly rate specified in this Agreement:

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|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | Family Day |

or days celebrated in lieu thereof, regardless of the day on which it falls.

Two (2) floating holidays, with pay, on a mutually agreed upon day, in each calendar year.

12.02 If an employee works on any of the said holidays, he/she shall be paid for all hours worked on the holiday at one and one-half (1-1/2X) times his/her regular straight-time hourly rate of pay in addition to his holiday pay as herein provided for.

12.03 An employee will be paid for a holiday provided he/she:

- (a) works his/her last full schedule shift before and his/her first schedule shift after such holiday unless absent with reasonable cause or works on such holiday if he/she is scheduled to work unless he/she is excused by the Employer.
- (b) is on the active payroll of the Employer and not on a leave of absence, sick leave, Workers' Safety and Insurance Board benefits or layoff.

ARTICLE 13 – VACATIONS

The Employer and the Union agree that employees should take their allotted vacation and should be given all opportunity to take their vacation in accordance with the following guidelines, unless there are extenuating circumstances that prevent it.

13.01 A non-probationary employee who:

- (a) completed less than one (1) year of continuous service with the Employer shall receive vacation with pay in accordance with the provisions of the Employment Standards Act;
- (b) completed one (1) year of continuous service with the Employer shall receive two (2) weeks' vacation with pay at four (4%) percent of his total earnings for the previous year;
- (c) completed five (5) years of continuous service with the Employer shall receive three (3) weeks' vacation with pay at six (6%) percent of his total earnings for the previous year;
- (d) completed ten (10) years of continuous service with the Employer shall receive four (4) weeks' vacation with pay at eight (8%) per cent of his total earnings for the previous year.
- (e) the following guides will be used to approve vacation times:
 - One person will be away at a time per work group. A second person can be away at a time per work group provided it does not interfere with the operation of the business.
 - Employees will be required to submit their vacation request no later than March 1st, in any vacation year.
 - Vacations shall be granted in accordance with seniority. Employees submitting vacation requests after March 1st will be issued vacation on a first come first approved basis.
 - The Employer agrees to notify employees within two (2) weeks whether or not their vacation request has been approved.

- 13.02 The term "total earnings" does not include the previous year's vacation pay.
- 13.03 For any vacation days earned but not taken by December 31st of any calendar year, employees will be paid their remaining vacation pay on the first pay date following the first full pay period.
- 13.04 Request for vacation pay must be not later than two (2) weeks prior to the employee leaving on vacation. Vacation pay will be issued the last pay period prior to the commencement of the employees' vacation and any unused vacation will be paid in accordance with Article 13.03. Such payment will be paid on a separate payment and will be in blocks of five (5) days (full week) or more and will not be payable in payments of individual days, unless payment is to deplete the accrued vacation entitlement for the year.

ARTICLE 14 – BEREAVEMENT PAY

- 14.01 The Employer shall pay an employee up to four (4) days' pay at the employee's regular straight-time hourly rate for all regular time lost in the event of the death of the employee's spouse or child. The Employer shall pay an employee up to three (3) days' pay at the employee's regular straight-time hourly rate for all regular time lost in the event of the death of the employee's immediate family which includes the employee's parents, father-in-law and mother-in-law, brother, sister, brother-in-law, sister-in-law and grandparents.

In order to qualify the employee must:

- (a) have completed his probationary period; and
 - (b) provide name and relationship of deceased.
- 14.02 Employees shall not be under this Article paid for Saturdays, Sundays, paid holidays, while on vacation or any form of leave of absence, or any other period during which they would not have worked.

ARTICLE 15 – PAYROLL

- 15.01 The pay period shall be two (2) weeks. Paydays will be on a Wednesday unless there is a statutory holiday during the pay week, in which case, payday will be on the Thursday of that week. An employee's pay will be deposited directly to the bank or credit union account as specified with the Employer.

ARTICLE 16 – SAFETY & HEALTH

- 16.01 The Employer and the Union agree that they mutually desire to maintain high standards of safety and health in the Employer's operation in order to prevent industrial injury and illness. Therefore, the Employer, the Union and the employees will cooperate in the prevention of accidents and enforcement of safety rules in the Employer's operation.

- 16.02 The Employer and the Union shall maintain an Occupational Safety and Health Committee consisting of not more than two (2) members elected or appointed by the Union and not more than two (2) members appointed by the Employer. Such Committee will not suffer any lost wages or benefits as a result of performing duties outlined in Article 16.
- 16.03 The general duties of the Occupational Safety and Health Committee shall be:
- (a) To make monthly inspection of the plant or place of employment for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.
 - (b) To investigate promptly all serious accidents and any unsafe conditions or practices, which may be reported to it. Such investigations shall include accidents, which might have caused injury to a worker, whether or not such injury occurred.
 - (c) To hold regular meetings at least quarterly for the discussion of current accidents, their causes, suggested means of preventing their recurrences and reports of investigations and inspections.
 - (d) To keep records of all investigations, inspections, complaints, recommendations together with minutes of meetings. The minutes shall indicate what action has been taken with respect to suggestions or recommendations previously made, and if no action has been taken, the reasons therefore shall be given.
 - (e) The Union Chairperson of the Occupational Safety and Health Committee shall have the right to accompany all authorized Safety Inspectors on tours of the plant and shall receive copies of any reports sent to the Employer pertaining to such inspections.
 - (f) Accident, injury, and occupational illness records shall be kept by the Employer, and shall be made available to the Joint Occupational Safety and Health Committee. These records shall include all reports required by the Ministry of Labour under the Occupational Health and Safety Act. The Employer also agrees to make available to the Committee upon request, the trade name and/or technical description, (including chemical analysis, if available) if any compounds and substances are used in the plant.
- 16.04 Unless otherwise prescribed, the Employer shall ensure that at least one (1) member of the Committee representing the Employer and at least one (1) member representing the Union are certified members. If a certified member resigns or is unable to act, the Employer shall, within a reasonable period of time, take all steps to ensure that a replacement is trained. Such training shall be paid for by the Employer and the Union and the Employer shall jointly designate the agency responsible for training the Union member.

- 16.05 The Employer shall provide all employees, except in areas where footwear is provided by the Employer, with up to two hundred and ten (\$210.00) dollars each calendar year for the purpose of safety footwear upon proof of purchase. The Company will supply suitable water resistant and winter P.P.E.'s where they are required
- 16.06 The Employer shall not schedule employees to work alone when no one else is in the building.

ARTICLE 17 – LEAVE OF ABSENCE

- 17.01 Upon written request the Employer may grant a leave of absence without pay and benefits to employees for legitimate personal reasons however the Employer will not unduly deny such request providing it does not unduly interfere with the efficient operation of the Employer. Should the employee require an extension to the approved leave, the employee must request to renew such a leave in writing prior to the end of the approved leave. Leave of absence shall not be granted to an employee for the purpose of working elsewhere.
- Any unscheduled vacation time must be used prior to leave request.
- 17.02 Any leave of absence granted by the Employer shall be in writing and shall set out the length of leave of absence granted, the purpose of the leave and the terms on which it is granted.
- 17.03 The Employer agrees to grant leave of absence with out pay or without loss of seniority for Union business to employees elected by the Union to attend conventions or conferences providing it does not unduly interfere with the efficient operation of the Employer. It is understood, however, that the cumulative total leave of absence granted under this section shall not exceed forty (40) working days in a calendar year and then not more than one (1) employee per job classification shall be absent at any one time. Requests for such leave of absence will be made as soon as possible and at least two (2) weeks in advance.
- 17.04 The Employer agrees to grant, barring extenuating circumstances, a request made by an authorized representative of the Union for a leave of absence without pay or benefits for a period of up to one (1) year for no more than one (1) employee to work in an official Union capacity outside the bargaining unit. Such request shall not be unreasonably denied.
- 17.05 The Employer agrees to follow Ontario Employment Standards Legislation regarding Parental and Maternity Leave.
- 17.06 The Employer agrees to continue the wages and benefits of employees off for Union business or Union leave and invoice the local Union for such wages for reimbursement, which shall be paid within thirty (30) days of receipt.

17.07 Jury and Witness Duty

An Employee who is required to sit on a jury or who is subpoenaed as a witness shall not lose any pay for up to three (3) days because of such attendance provided the amount received for such service is repaid to the Employer. The Employee shall produce the jury notice or proof of attendance and shall notify the Employer immediately upon notification of requirement to attend. For the purpose of this Article the Employee will be deemed to be on the day shift.

ARTICLE 18 – BULLETIN BOARD

18.01 The Employer agrees to provide a Bulletin Board in an area accessible to the employees in all plants for the purpose of posting meeting notices and official Union information. Notices shall be in keeping with the purpose and intent of this Agreement.

ARTICLE 19 – PAYMENT FOR INJURED EMPLOYEES

19.01 In the event that an employee is injured in the performance of his duties, he shall, to the extent that he is required to stop work and receive treatment, be paid for wages for the remainder of his shift. If it is necessary, the Employer will provide, or arrange for, suitable transportation for the employee to the doctor or hospital and back to the plant and/or to his home as necessary.

ARTICLE 20 – GENDER

20.01 Whenever the Male Gender is used throughout the Articles within this Agreement, it is agreed that the Feminine Gender is an acceptable substitute whenever the feminine gender is applicable.

20.02 Whenever the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute whenever and wherever the plural gender is applicable.

ARTICLE 21 – NEW CLASSIFICATIONS

21.01 In the event the Employer decides to introduce a new job classification, the Employer will advise the Union together with a copy of the job description. The Employer will meet with the Union to negotiate the rate of pay for the new job classification. If the Parties fail to agree on a new rate based on its relationship to related or similar job classifications in existence within the bargaining unit, the Employer shall establish the rate for fifteen (15) days. After that period, if the Union still does not agree with the rate, the matter of rate of pay may be grieved.

ARTICLE 22 – HOURS OF WORK AND OVERTIME

- 22.01 Nothing in this Article shall be construed to mean a guarantee of hours of work per day or per week.
- 22.02 (a) The standard work week for all employees shall be forty (40) hours made up of five (5) days of eight (8) hours each, Monday to Friday and one half (1/2) hour unpaid lunch period or forty (40) hours made up of four (4) days of ten (10) hours each, Monday to Thursday and one half (1/2) hour unpaid lunch period.
- (b) The day shift will be 7:00 a.m. to 3:30 p.m.
- The afternoon shift will be 3:30 p.m. to 12:00 a.m.
- (c) The employer agrees to give employees two (2) weeks' notice in advance of changing an employee's shift or start time.
- 22.03 Employees shall be allowed a fifteen (15) minute break in addition to their lunch break during each eight (8) hour shift. Subject to necessary operational requirements, the Employer will attempt to schedule such that employees have the ability to take their breaks and lunch within the range of two (2) hours and five (5) hours respectively after the beginning of an eight (8) hour shift.
- 22.04 Authorized work performed in excess of forty (40) hours in a workweek shall be paid at the premium rate of time and one half (1-1/2X) the employee's regular straight-time hourly rate.
- Overtime at the rate of time and one-half (1-1/2X) the employee's regular rate shall be paid for all work performed on Saturdays.
- Hours will be counted as worked, solely for the purpose of calculating overtime pay, to a maximum of eight (8) hours per day, for Statutory Holidays or when on Union business.
- 22.05 (a) The Employer and Union agree that opportunities for scheduled weekend overtime will be offered to the most senior employee(s) who are willing and possess the necessary skill and ability to perform the work required. If the Employer cannot get enough volunteers to perform the work required for scheduled overtime, then the Employer may use temporary agency employees as set out in the Letter of Understanding re: Use of Temporary Personnel.
- (b) The Employer further agrees to provide a list to the Union that contains the name of each employee and the departments for which he or she possesses the necessary skill and ability to work for scheduled overtime purposes. The Employer will post the overtime list on the notice board the day before the overtime is scheduled to be worked.

- (c) The Employer and the Union agree that opportunities for regular shift daily overtime will be offered to the senior employees within the department in which the overtime is required.

22.06 Reporting Pay

An employee who reports for work at the starting time of his regularly scheduled shift, not having been previously advised not to so report, shall be provided with a minimum of four (4) hours' work in any area of the warehouse at his regular straight-time hourly rate or the monetary equivalent thereof, if no work is available. The Employer will not be subject to the foregoing obligation in the case of an employee who fails to keep the Employer informed of his current telephone number which may be used by the

Employer to give notice, and in cases of fire, flood, snowstorms, power failure, or causes beyond the control of the Employer.

ARTICLE 23 – INSURED FRINGE BENEFITS

23.01 Current plan to continue as detailed in Employees Benefits Handbook from Group Plus, Class 2.

23.02 Effective September 1, 2024, the Employer shall provide through Group Plus, at shared cost, up to three hundred and fifty (\$350.00) dollars every twenty-four (24) months for the purchase of prescription eye wear.

Effective September 1, 2026, the Employer shall provide through Group Plus, at shared cost, up to four hundred and fifty (\$450.00) dollars every twenty-four (24) months for the purchase of prescription eye wear.

23.03 Sick Days

Effective January 1, 2022, the employer agrees to provide two (2) sick days per calendar year to each employee.

Effective January 1, 2025, the employer agrees to provide three (3) sick days per calendar year to each employee.

ARTICLE 24 – WAGES

24.01 The Employer agrees to pay the wages as set out in Schedule "A".

ARTICLE 25 – SEVERANCE

25.01 In the event that the Company determines employees are to be permanently laid off or terminated due to a permanent, partial or total closure of the Company's plant, the Company agrees to meet with the Union to discuss the impact of the closure on the employees in the bargaining unit.

ARTICLE 26 – TERM

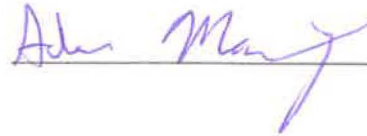
26.01 This Agreement shall commence on September 1, 2024 and ending on the 31st day of August, 2027, and shall continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty (30) days, nor more than ninety (90) days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

FOR THE EMPLOYER:



FOR THE UNION:





- (i) The Employer will assume the responsibility of deducting dues from agency personnel based on the classification rate they are working in and forward same to the Union.
- (j) Except for the provisions of this Letter of Understanding, the terms of the Collective Agreement do not apply to temporary agency workers who shall not be employees of the Employer in the bargaining unit.

SCHEDULE "A" – WAGES & CLASSIFICATIONS

Effective September 1, 2024 increase wages in all classifications 5%

Effective September 1, 2025 increase wages in all classifications 3%

Effective September 1, 2026 increase wages in all classifications 3%

Job Classification	Current Rate	Sept. 1/24 5%	Sept. 1/25 3%	Sept. 1/26 3%
Meals on Wheels	19.67	20.65	21.27	21.91
Warehouse Picker	20.55	21.58	22.22	22.89
Team Leader Meals on Wheels	20.87	21.93	22.57	23.25
Team Leader	21.74	22.83	23.51	24.22

Note # 1

The starting rate for new employees shall be \$1.50 below the current rate for the classification at the time of hire. The starting rate shall increase in fifty cents (\$0.50) intervals every six (6) months following the date of hire until the full classification rate is achieved.

Note # 2

Employees currently earning more than the rate of pay in their respective classification listed in Schedule "A" shall receive the same annual increases as stated above.

LETTER OF UNDERSTANDING

RE: USE OF AGENCY PERSONNEL

1. It is understood and agreed that the Employer's primary mandate is to maintain a work force sufficient in numbers to serve the needs of the customer, which are paramount, at all times. It is also recognized that the needs of the customer may fluctuate from time to time and the Employer must be able to meet these fluctuating needs.

2. It is agreed and understood that based on the Employer's mandate stated above, the use of agency individuals will be restricted to the extent necessary to maintain a sufficient work force as determined by the Employer to meet the customer needs, as they may fluctuate from time to time. Agency personnel will therefore be utilized in cases of illness, vacation, worker's compensation leaves, pregnancy and parental leave, personal leaves of absence including Union leaves, or short term extenuating circumstances resulting in a business fluctuation, in accordance with the following:
 - (a) These temporary agency workers will not be the employees of the Employer.
 - (b) If a temporary agency worker works in excess of ninety (90) days in a period of six (6) months, they will be considered as a bargaining unit employee within that classification. This restriction shall not apply to an individual supplied by an Agency to replace an employee on pregnancy/parental leave, on a workers' compensation leave, or on long term illness/disability or to a student working during a school vacation period or during work situations of extenuating circumstances. During the times of extenuating circumstances, the Union Chairperson or Designate will be notified as quickly as possible.
 - (c) The temporary agency worker will serve a further probationary period of thirty (30) days once they become a bargaining unit employee after sixty (60) days.
 - (d) Bargaining unit employees will be given the opportunity, based on skill and ability, to work overtime before a temporary agency worker is utilized for overtime.
 - (e) Should the Employer not get enough volunteers from the bargaining unit employees to work overtime, the Employer will schedule temporary agency workers to perform the overtime required.
 - (f) No temporary agency worker shall work if there is a bargaining unit employee on lay off, except if required during the three (3) day recall notice period.
 - (g) A separate list will be maintained for temporary agency workers showing start date and given to the Unit Chairperson upon request.
 - (h) Temporary agency workers shall be considered to fill a permanent bargaining unit vacancy prior to the Employer hiring from outside.