

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**ENCORE COMMUNICATIONS**

**AND:**

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



**TERM: July 2, 2024 – July 1, 2027**

**INDEX****ARTICLE NUMBER****PAGE NUMBER**

Article 1 - Purpose.....	3
Article 2 - Recognition .....	3
Article 3 - Management Rights .....	3
Article 4 - Relationship .....	4
Article 5 - Check-Off Of Union Dues.....	4
Article 6 - Representation .....	5
Article 7 - Strikes or Lockouts.....	6
Article 8 - Grievance Procedure .....	6
Article 9 - Discharge and Disciplinary Action .....	7
Article 10 - Seniority .....	7
Article 11 - Leave of Absence .....	8
Article 12 - Holidays .....	8
Article 13 - Wages.....	9
Article 14 - Vacations .....	9
Article 15 - Health & Welfare .....	10
Article 16 - Hours of Work and Overtime.....	10
Article 17 - Bereavement Leave .....	11
Article 18 - Health & Safety .....	11
Article 19 - Termination .....	13
Letter of Understanding #1 .....	14
Letter of Understanding #2.....	15

## **Article 1 - Purpose**

- 1.01 The general purpose of this Agreement is to establish and maintain a mutually satisfactory relationship between the Union, the Company and the employees represented by the Union, and to provide procedures for the prompt and equitable disposition of grievances, to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement and to assist the Company in the efficient operation of its business.

## **Article 2 - Recognition**

- 2.01 The Company recognizes that the Union is the sole and exclusive bargaining agent for all employees of 1337121 Ontario Inc. (operating as Encore Communications), in the Province of Ontario, save and except Supervisors and persons above the rank of Supervisor.

## **Article 3 - Management Rights**

- 3.01 Except as and to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Company and remain exclusively within the rights of the Company and its management. Without limiting the generality of the foregoing, the Company's rights shall include:
- a) maintain order, discipline and efficiency and in connection therewith, to make, alter and enforce from time-to-time rules and regulations, policies and practices to be observed by its employees and discipline or discharge employees who have completed their probationary period for just cause;
  - b) select, hire, discharge, transfer, assign to shifts, promote, demote, classify, layoff, recall or retire employees in its discretion at the retirement age of sixty-five (65) years of age and select employees for positions excluded from the bargaining unit. If an employee wants to work beyond the age of sixty-five (65), he will be permitted to do so, provided that in the Company's judgment, the employee is able to perform all of the duties of his job, such judgment shall not be exercised in an arbitrary fashion;
  - c) establish and administer tests for the purpose of assisting the Company in determining an employee's qualifications, require medical examinations by a designated physician for health and safety reasons or to confirm any claim or justification made by the employees;
  - d) determine the location of operations and their expansion and their curtailment, the schedules of operations, the number of shifts, job content, quality or quantity standards, the establishment of work or job assignments; change, combine or abolish job classifications; determine the qualifications of an employee to perform any particular job; the nature

of tools, equipment, machinery methods or processes; change or discontinue existing tools, equipment, machinery, methods or process; subcontract work; discontinue work; decide on the number of employees needed by the Company at any time.

#### **Article 4 - Relationship**

- 4.01 The Company agrees that there shall be no discrimination in the hiring, training, upgrading, promotion, transfer, lay-off, discharge, discipline or otherwise of employees because of race, ancestry, place of origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, handicap, ethnic origin, colour, religion, and record of offences. The terms used in this provision shall be defined in accordance with the *Ontario Human Rights Code*.
- 4.02 The Company and the Union agree to observe the provisions of the *Ontario Human Rights Code*. The employee has the right to rely upon the provisions of the Ontario Human Rights Code in a grievance under this Agreement.

#### **Article 5 - Check-Off Of Union Dues**

- 5.01 All employees covered by this Agreement who are currently members of the Union must remain members and all new employees must join the Union upon completion of their probationary period. The employer shall deduct a Union initiation fee from the first day of new employees following completion of their probationary period. The Secretary-Treasurer of the Union shall notify the Company of the amount. Union dues will be deducted from the first day of employment.
- 5.02 During the lifetime of this Agreement, the Company shall take from the pay of all employees covered by this Agreement such amount as may be uniformly assessed by the Union constitution and by-laws as regular monthly Union dues and initiation fees and shall remit same by the last day of the following month to the Financial Secretary of the Union. It is understood that such deductions shall be made on a weekly basis in equal amounts. The said sums shall be accepted by the Union as the regular monthly dues of those employees who are or shall become members of the Union. 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) or on a computer diskette 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, Quattro Pro, Lotus 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. S.I.N
  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. Back dues owing
13. Vacation pay breakdown of dues owing
14. Initiation fees deducted
15. Total Initiation Fees deducted
16. Email address if known by the Employer

5.03 The parties have agreed that the Company will provide UFCW Local 175 once a year with an updated employee listing which will include the employee's full name, Social Insurance Number, home address, telephone number, current wage rate and seniority listing grouped by department.

5.04 The Company agrees to record total Union dues paid by each employee on their T-4 Tax Receipt.

5.05 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.

The language set out in Article 5 does not, in any way, relieve the Employer from its legitimate obligations with respect to the collection and remittance of Union dues in accordance with Union policy as communicated to the Employer.

## **Article 6 - Representation**

6.01 The Company acknowledges the right of the Union to appoint or otherwise elect one (1) Union Steward who has completed the probationary period for the purpose of assisting employees in presenting grievances to the Company in accordance with the provisions of this Agreement.

6.02 A Union Steward shall, with the consent of his Supervisor, be permitted to leave his regular duties for a reasonable length of time without loss of pay to function as a Union Steward. Such consent from the Supervisor shall not be unreasonably withheld.

- 6.03 (a) The Employer agrees that whenever a meeting is held with an employee where the subject matter is intended to become part of such employee's record regarding the employee's work or conduct, a Steward will be present as a witness. The employee may request that the Steward leave the meeting.
- 6.03 (b) If a meeting is held without a Union Steward, any conclusions, verbal or written, will be null and void, except in the case where the employee requested the Steward to leave.
- 6.04 A Negotiating Committee of one (1) Union Member will be elected or appointed for the purpose of negotiating renewals or amendments to this Agreement. The Employer will pay one hundred per cent (100%) of the wages of the Negotiating Committee for all negotiations, including Conciliation, Mediation and Interest Arbitration.
- 6.05 The Employer will pay the cost of the meeting rooms for all negotiations, including Conciliation, Mediation and Interest Arbitration.
- 6.06 The Employer agrees to pay fifty per cent (50%) of the cost of the printing of the Collective Agreement.
- 6.07 An authorized representative of the Union will be permitted access to the workplace of the Company for Union business provided that permission is first obtained from the Manager, such permission will not be unreasonably withheld.

#### **Article 7 - Strikes or Lockouts**

- 7.01 The Company agrees that during the life of this Agreement, it shall not cause or direct any lockouts of employees and the Union agrees that it shall not cause or direct any strikes of its members, as defined in the *Labour Relations Act* of Ontario.

#### **Article 8 - Grievance Procedure**

- 8.01 It is the mutual desire of the parties hereto that any complaint or cause for dissatisfaction arising between an employee and the Company with respect to the interpretation, application, administration or alleged violation of this Agreement shall be adjusted as quickly as possible.

##### **8.02 Step 1**

It is generally understood that an employee has no complaint or grievance until he/she has first given their immediate supervisor an opportunity to adjust the complaint. This complaint shall be given to the owner within five (5) working days.

The Owner or his/her designate shall give his or her reply within three (3) working days after this meeting.

**8.03 Step 2**

If the grievance is not resolved at Step 1, then the Employer will meet with the Grievor, the Union Steward and the Union Representative within twenty-one (21) days of the reply at Step 1. The Employer will send their written Step 2 response to the grievance to the Union within five (5) days of this Step 2 meeting.

If the Union is not satisfied with the reply at Step 2, the Union may process the grievance to Arbitration, within thirty (30) days of receipt of the Employer's Step 2 written response to the grievance.

**Article 9 - Discharge and Disciplinary Action**

- 9.01 Notwithstanding any other provision of this Agreement, probationary employees may be terminated for reasons less serious than seniority employees, including without limitation, performance deemed inadequate by management or failure to get along with fellow employees and/or supervisors and management staff. Probationary employees who are discharged shall not be subject to file a grievance.
- 9.02 Any discipline on an employee's record will be removed and not be used against an employee in any way, including an arbitration hearing, once the discipline is more than one (1) year old.

**Article 10 - Seniority**

- 10.01 New employees will be considered probationary employees for the first ninety (90) calendar days of their employment. Upon completion of the probationary period, the employee's name will be entered on the appropriate departmental seniority list from the date last hired.
- 10.02 The parties have agreed that the Company will provide the UFCW Local 175 once a year with an updated employee listing which will include the employee's full name, home address, telephone number, current wage rate and seniority listing grouped by department.
- 10.03 In the event it becomes necessary to lay off employees, the Company will lay off the employee with the least amount of seniority providing the remaining employees have the necessary skill and ability to do the remaining work. Layoffs will occur in reverse order of seniority.
- 10.04 Employees will be recalled in order of seniority provided they have the skill and ability to do the required job. The Employer will not hire new employees until all laid off employees are recalled.

## **Article 11 - Leave of Absence**

11.01 The Company may, in its discretion, grant a leave of absence without pay and without loss of seniority to an employee for personal reasons. All requests for such leaves of absence shall be in writing as far in advance as is practicable. The Company agrees to reply to such requests in writing within seven (7) working days whenever possible. Benefits will be maintained to the end of the month the leave commenced or two (2) weeks, whichever is less, while employees are on leave. Any request for a leave of absence will not be unreasonably denied.

### **11.02 Maternity and Paternity Leave**

Both parties intend to comply with Part XI of the *Ontario Employment Standards Act* dealing with maternity and parental leave.

## **Article 12 - Holidays**

12.01 An active seniority employee will be compensated for time lost as a result of one (1) of the following holidays being observed on his regularly scheduled work day.

12.02 Compensation shall be a sum equivalent to his straight time hourly rate for the number of straight time hours of work in his normal day, provided he complies with the qualifications hereinafter set forth. The Holidays are:

New Year's Day	Christmas Day	Good Friday
Boxing Day (Dec. 26 <sup>th</sup> )	Victoria Day	Family Day
Canada Day	Civic Holiday	Labour Day
Thanksgiving Day	National Day for Truth and Reconciliation	

and all other public holidays proclaimed by Civic, Federal, or Provincial Governments.

One (1) paid floating holiday to be taken on a day mutually agreeable to the employee and management.

12.03 Where an employee works on a holiday, he shall be paid his wages at time and one half (1/2) his regular rate for each hour he works and he shall also be paid his holiday pay without having to take a lieu day off.

12.04 In order to qualify for payment on a holiday as provided in 12.02, the eligible employee must work his last scheduled shift prior to and his first scheduled shift after the holiday.



## **Article 13 - Wages**

13.01 The Union wage increases are as follows:

The Union and the Employer have agreed to the following wage progression for employees hired after the date of ratification

Classification:	2024	2025	2026
Start	\$17.50	\$18.00	\$18.50
6 Months	\$18.00	\$18.50	\$19.00
12 Months	\$18.50	\$19.00	\$19.50
Lead Hand	\$21.50	\$22.00	\$22.50
PT Sales Promotion	\$17.50	\$18.00	\$18.50

Any employee off the existing scales will receive the wage increases based on their existing wage rates.

## **Article 14 - Vacations**

14.01 Employees in the active employ of the Company shall be entitled to an annual vacation with pay in accordance with the following:

- a) Employees who have completed one (1) year of continuous employment with the Company shall be entitled to two (2) weeks of vacation with pay equivalent to four percent (4%) of their total pay earned during the twelve (12) months prior thereto.
- b) Employees who have completed three (3) years of continuous employment with the Company shall be entitled to three (3) weeks of vacation with pay equivalent to six percent (6%) of their total pay earned during the twelve (12) months prior thereto.
- c) Employees who have completed ten (10) years or more of continuous employment with the Company shall be entitled to four (4) weeks of vacation with pay equivalent to eight percent (8%) of their total pay earned during the twelve (12) months prior thereto.
- d) Total pay shall include wages received for work performed at either the straight time or time and one-half rate and holiday. Vacation shall be granted as scheduled by the Company.
- e) The Company agrees to provide employee`s vacation pay by way of a separate cheque.

## **Article 15 - Health & Welfare**

15.01 In addition to the wages regularly to be paid by the Company to the employee as provided in this Agreement, the Company shall contribute to the United Food and Commercial Workers Union, Local 175 Health & Welfare Fund a sum equal to ninety-five (\$95.00) dollars per month for each employee in service covered by this Agreement.

- a) Effective July 1, 2024, the Company contribution will be increased to two hundred and fifty (\$250.00) dollars per employee per month. (This payment shall be made retroactively to the expiry of the CBA)
- b) Effective July 1, 2025, the Company contribution will be maintained at two hundred and fifty (\$250.00) dollars per employee per month.
- c) Effective July 1, 2026, the Company contribution will be increased to three hundred (\$300.00) dollars per employee per month.

The Union and the Company agree that part time employees working less than twenty-four (24) hours per week are not in the Benefit Plan as per past practice. However, the two (2) full time employees will be in the Benefit Plan. Full time employees hired after (date of ratification) will be required to pay one half (0.5) of the total monthly benefit premium, which shall be deducted from the employees pay and remitted to the benefit plan by the Company.

15.02 Each employee will be entitled to three (3) paid sick days per calendar year. These sick days will not be accumulated from year to year.

## **Article 16 - Hours of Work and Overtime**

16.01 The provisions of this Article are intended to define the normal hours of work as a basis for calculating time worked and shall not be construed as a guarantee of hours of work per day or per week, nor a guarantee of a working schedule.

16.02 The normal work week shall consist of forty (40) hours per week.

16.03 Employees are to be entitled to two (2) paid, fifteen (15) minute rest periods in one (1) eight (8) hour shift, every four (4) hours, at a time determined by the Company and consistent with efficient operations.

16.04 Employees are to be entitled to a one half (1/2) hour unpaid lunch break during each shift of five (5) hours or more, to be taken at a time to be designated by the Company.

- 16.05 Overtime at a rate of time and one-half of the employee`s basic rate of pay shall be paid for authorized hours worked in excess of eight (8) hours per day or forty (40) hours per week.

#### **Article 17 - Bereavement Leave**

- 17.01 The Company shall grant five (5) consecutive days leave of absence with pay for the purpose of attending the funeral of the death of an employee`s spouse, including common-law spouse, parent or child.

It is agreed that after a regular employee has completed his/her probationary period, the Company shall grant three (3) consecutive days leave of absence with pay for the purpose of attending the funeral of the death of employee`s sister, brother, mother-in-law or father-in-law, brother-in-law, sister-in-law.

- 17.02 One (1) day`s leave of absence with pay shall be granted upon the death of the employee`s grandparent or grandchild for the purpose of attending the funeral.

#### **Article 18 - Health & Safety**

- 18.01 Both parties agree to comply with the *Ontario Occupational Health & Safety Act*, including the obligation to have a properly constituted health and safety committee. The Union will notify the Company of its appointees to that committee.

#### **18.02 Joint Health & Safety Committee**

The Health & Safety Committee shall consist of (#) employee representatives, (OHSA provides two (2) worker members for workplace with more than fifty (50) workers. We want to improve on this number), designated by the Local Union and subject to replacement under such circumstances and conditions as the Local Union may determine, and (#) management representatives designated by the Company and subject to replacement under such circumstances and conditions as the Company may determine.

The Joint Health and Safety Committee shall hold meetings as often as necessary, as determined by the co- chairs, but not less than once a month at a scheduled time and place.

The Company shall furnish the Committee with copies of all test results pertaining to Health & Safety.

#### **Training of Committee**

(Section 25.06 of the Policy and Procedures of the Local Union, state "The Local Union will attempt to secure through collective bargaining training for

members of health & safety committees, utilizing Workers Health & Safety Centre materials.)

All committee members representing workers, shall be trained as Certified Members, by the Worker Health and Safety Centre delivery organization, which will be paid for by the employer.

Committee members shall choose the training delivery organization for their health and safety training.

### **Inspections**

The Health and Safety Committee shall conduct a monthly inspection of the physical condition of the workplace to identify situations that may be a source of danger or a hazard.

### **Critical Injuries**

The members of a committee who represent workers shall be entitled to investigate cases where a worker has been killed or critically injured in accordance with section 9(31) of the Occupational Health and Safety Act RSO 1990.

### **Ergonomics**

The Ergonomics program shall include a sub-committee of the Joint Health & Safety Committee. The Ergonomic Committee shall include (#) of members, designated by the Local Union and subject to replacement under such circumstances and conditions as the Local Union may determine.

### **Compensation for Workers affected by a Stoppage of Work;**

Any worker affected by a stoppage of work under this agreement, whether because of the actions of a Certified Member, an Inspector, or a refusal to perform unsafe work, will be paid at his/her applicable hourly rate plus any premiums for the duration of the work stoppage.

### **Hazardous Substances**

The employer agrees that no new substance, material, agent, or chemical shall be introduced into the workplace environment without a complete review by, and approval of, the Joint Health & Safety Committee, of its ingredients, properties and intended use.

### **Injured Worker**

An employee who is injured at work and requires medical attention, and who on the advice of a doctor, is unable to return to work shall be paid for the balance of his/her scheduled hours, at regular or premium rate, for the day upon which the injury occurred.

### **Article 19 - Termination**

19.01 This Agreement shall be in force and effect from July 2, 2024 until July 1, 2027 and until all provisions of the Ontario Labour Relations Act have been expended.

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 meet within fifteen (15) days of such notice being received.


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


Dated this **13th** day of **June**, 2024.

**1337121 ONTARIO INC.  
(Operating as Encore  
Communications)**

  
\_\_\_\_\_  
Yvonne Kropf

**UNITED FOOD & COMMERCIAL  
WORKERS CANADA, LOCAL175**

  
\_\_\_\_\_  
David Kropf

  
\_\_\_\_\_  
Jehan Ahamed

**Letter of Understanding #1**

BETWEEN:  
1337121 ONTARIO INC.  
(operating as Encore Communications)

- and -

UNITED FOOD AND COMMERCIAL WORKERS  
CANADA, LOCAL 175

**RE: Time Limits**

Neither party shall raise or proceed with a timeliness issue argument regarding Afiling for arbitration<sup>@</sup> 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 Afiling for arbitration<sup>@</sup> 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.

Dated this **13th** day of **June**, **2024**

**For the Employer**

Yvonne Kropf  
Yvonne Kropf

**For the Union**

David Kropf  
David Kropf

Jehan Ahamed  
Jehan Ahamed

**Letter of Understanding #2**

BETWEEN:  
1337121 ONTARIO INC.  
(operating as Encore Communications)

- and -

UNITED FOOD AND COMMERCIAL WORKERS  
CANADA, LOCAL 175

**RE: UFCW Charity Fund**

The Employer shall deduct from the weekly earnings of each employee, upon written authorization from each employee, amount of \$2.00 per week and shall, together with a detailed list of the names, Social Insurance Numbers and amount deducted, remit same by cheque payable to the UFCW Charity Fund before the fifteenth (15<sup>th</sup>) day of the following month.


Receipt for the total amount deducted per employee in the calendar year will be provided by the Union on or before February 28<sup>th</sup> of each year, or noted by the Employer on the employee's T-4 slip.


Dated this **13th** day of **June, 2024**

**For the Employer**

  
\_\_\_\_\_  
Yvonne Kropf

**For the Union**

  
\_\_\_\_\_  
David Kropf

  
\_\_\_\_\_  
Jehan Ahamed