

# COLLECTIVE AGREEMENT

between

*Wilson's Your Independent Grocer*

and



United Food & Commercial Workers  
Canada, Local 1006A

70 Creditview Road  
Woodbridge, Ontario L4L 9N4  
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Effective Date: December 11, 2016  
Expiry Date: January 16, 2022

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Name.....

Store Name.....

Store #.....

Store Phone.....

Union Steward(s).....

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Union Representative.....

Cell #.....

Email.....

## TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
ARTICLE 1 - PURPOSE .....	6
ARTICLE 2 - RECOGNITION.....	6
ARTICLE 3 - UNION SECURITY .....	7
ARTICLE 4 - FUNCTIONS OF MANAGEMENT.....	8

ARTICLE 5 - DISCHARGE AND DISCIPLINE .....	8
ARTICLE 6 - DISCRIMINATION AND HARASSMENT .....	10
ARTICLE 7 - UNION SHOP CARDS.....	10
ARTICLE 8 - UNION PRIVILEGES .....	10
ARTICLE 9 - SHOP STEWARDS.....	11
ARTICLE 10 - SENIORITY .....	11
ARTICLE 11 - HOURS OF WORK AND OVERTIME .....	14
ARTICLE 12 - STATUTORY HOLIDAYS .....	16
ARTICLE 13 - VACATIONS .....	17
ARTICLE 14 - COMPENSATION .....	19
ARTICLE 15 - GRIEVANCE AND ARBITRATION.....	19
ARTICLE 16 - WAGES.....	21
ARTICLE 17 - CO-OPERATION .....	24
ARTICLE 18 - PART-TIME HELP .....	24
ARTICLE 19 - NO STRIKE, NO LOCK-OUT .....	24
ARTICLE 20 - HEALTH AND SAFETY .....	25
ARTICLE 21 - NOTICE OF ABSENCE AND LEAVE OF ABSENCE .....	25
ARTICLE 22 - BEREAVEMENT PAY .....	27
ARTICLE 23 - RETROACTIVITY .....	28
ARTICLE 24 - NOT TO BE UNLAWFUL.....	28
ARTICLE 25 - GENERAL .....	28
ARTICLE 26 - GENDER.....	29
ARTICLE 27 - TERM OF AGREEMENT .....	30

**APPENDIX "A"**

ARTICLE 1 - PURPOSE .....	31
ARTICLE 2 - RECOGNITION.....	31
ARTICLE 3 - SENIORITY AND UNION SECURITY.....	31
ARTICLE 4 - HOURS OF WORK .....	34
ARTICLE 5 - HOURS OF WORK AND OVERTIME .....	35
ARTICLE 6 - STATUTORY HOLIDAYS .....	35
ARTICLE 7 - VACATIONS .....	36
ARTICLE 8 - LEAVE OF ABSENCE - BEREAVEMENT.....	36
ARTICLE 9 - WAGES .....	36
ARTICLE 10 - REST PERIODS.....	39
ARTICLE 11 - WORKING CONDITIONS.....	40

**APPENDIX "B"**

HEALTH AND WELFARE PLAN .....	40
C.C.W.I.P.P.....	41

### LETTERS OF UNDERSTANDING

Letter of Understanding No. 1 .....	42
Letter of Understanding No. 2.....	43
Letter of Understanding No. 3.....	44
Letter of Understanding No. 4.....	45
Letter of Understanding No. 5.....	46
Letter of Understanding No. 6.....	47
Letter of Understanding No. 7.....	48

**AGREEMENT** this 11th day of December, 2016

**BETWEEN**

**WILSONS'S YOUR INDEPENDENT GROCER**  
(hereinafter called the "Employer")

-and-

**UNITED FOOD AND COMMERCIAL WORKERS CANADA,**  
**LOCAL 1006A**  
(hereinafter called the "Union")

**WITNESSETH** and is hereby agreed as follows: -

**ARTICLE 1 - PURPOSE**

1.01 The Employer and the Union each represents that the purpose and the intent of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service, to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.

**ARTICLE 2 - RECOGNITION**

2.01 The Undersigned Employer required as a condition of their franchise agreement to participate in the terms of this Agreement, recognizes the Union (U.F.C.W. Canada, Local 1006A) as the sole and exclusive bargaining agency for all employees save and except Assistant Store Manager, all Department Managers in any newly created departments being added after January 13<sup>th</sup> 2003, Bookkeeper, part time Bookkeeper(s), Computer Assisted Ordering (CAO) Manager, Owner/Manager and persons above the rank of Owner/Manager.

2.02 A full time employee covered by this agreement shall be an employee who is on the full time seniority list who is normally scheduled to work 40 hours

each week, over a five (5) day period. This shall not be construed as a guarantee of hours of work.

2.03 A part-time employee is one who is normally scheduled to work twenty-four (24) hours or less per week from Monday to Saturday or thirty-two (32) hours or less per week from Sunday to Saturday. No part-time employee shall work in excess of twenty-four (24) hours per week from Monday to Saturday or in excess of thirty-two (32) hours per week from Sunday to Saturday, except as permitted by Article 3.04 of Appendix "A" of this Agreement. The conditions of work of part-time employees shall be governed by Appendix "A" of this Agreement.

2.04 All appendices shall form part of this collective agreement.

### ARTICLE 3 - UNION SECURITY

3.01 (a) It is agreed that all employees covered by this Agreement shall become and remain members of the Union in good standing as a condition of employment.

(b) New employees shall make application for membership in the Union at the time of their hiring and shall become and remain members of the Union in good standing, as a condition of employment. The Employer agrees that it will inform all new employees prior to or at the time of hiring of the Union security provisions of the Agreement.

3.02 The Employer shall, during the term of this Agreement, as a condition of employment, deduct from members of the bargaining unit the regular weekly Union Dues and such Dues shall be remitted to the Union prior to the 15th day of the month following the month in which such deduction is made. The Employer shall notify the Union of new full-time employees' classifications and rates of pay in addition to termination's, on a monthly basis. Deduction statements shall be documented by location, containing the full name of the employee and his starting date and social insurance number subject to the employee consenting to the use of his or her social insurance number. The Employer agrees to record the annual Union Dues deductions for each employee on his T4 Form.

- 3.03 In the event that such weekly Dues are changed during the term of the Agreement, such change must be given to the Employer by notice properly authorized by Union officials and shall become effective within one (1) month following the date the notice is received.
- 3.04 New employees shall be documented and documents forwarded to the Union Office within two (2) weeks of hiring.
- 3.05 The first sixty (60) days worked at each store shall be considered a probationary period. It is understood between the Employer and the Union that a probationary employee shall be considered an employee for all purposes of the Agreement save that a probationary employee may be dismissed at any time during the probationary period.
- 3.06 The Employer agrees to forward to the Union Office on a monthly basis for each store, a complete alphabetical listing of all employees including their home address, starting date, department and social insurance number subject to the employee consenting to the use of his or her social insurance number, separated into full and part-time. The Employer will provide the Union Office with a list of employees and their telephone numbers on a semi-annual basis, subject to the employee consenting to the use and disclosure of such information.

#### **ARTICLE 4 - FUNCTIONS OF MANAGEMENT**

- 4.01 The Union agrees that the Employer has the exclusive right and power to manage its business to direct the working forces and to suspend, discharge or discipline employees for just and sufficient cause, to hire, promote, demote, transfer or lay-off employees, to establish and maintain reasonable rules and regulations covering the operation of the stores, provided however, that any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the Grievance Procedure as set out herein.
- 4.02 It is agreed that the direction of the working force shall be at the discretion of the Employer within the terms of this Agreement.

#### **ARTICLE 5 - DISCHARGE AND DISCIPLINE**

- 5.01 (a) No employee shall be discharged or disciplined except for just and sufficient cause. The Union agrees to cooperate in an endeavor to correct inefficiencies of employees which might necessitate disciplinary action. Discharge or discipline grievances may be settled by confirming the Owner's decision or by reinstating the discharged or suspended employee with full compensation for time lost, less interim earnings if applicable, or by any other arrangement which is just and equitable in the opinion of the parties or of a single Arbitrator if the matter is referred to arbitration.
- (b) The Owner agrees that whenever an interview is held with an employee regarding his work or conduct which becomes part of his record, the store steward or if there is no steward in the store then the Union area representative shall be present at such interview. The party representing the Union will leave the meeting if requested to leave by the employee.
- 5.02 (a) All disciplinary warnings or reprimands which are placed in an employee's record and all notices of demotion for cause, discharge or suspension, shall be in writing and shall contain the reason for the warning, reprimand, suspension or discharge. One copy shall be given to the employee and one copy shall be given to the Employer and one copy shall be given to the Union Office within seven (7) days of the incident giving rise thereto.
- (b) A disciplinary warning or reprimand which is not in writing shall not be adduced in evidence against an employee in any subsequent disciplinary proceedings in which the employee is involved.
- (c) Disciplinary warnings and/or reprimands which pre-date a disciplinary action by more than one (1) year shall not be adduced in evidence against an employee in any subsequent disciplinary proceedings in which the employee is involved, save and except that discipline related to harassment and violence in the workplace will remain on an employee's file for forty-eight (48) months.

## **ARTICLE 6 - DISCRIMINATION AND HARASSMENT**

- 6.01 The employer and the union agree that every employee has the right to equal treatment with respect to employment without discrimination and freedom from harassment in the workplace because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partner status, family status, disability, or membership in the union.

## **ARTICLE 7 - UNION SHOP CARDS**

- 7.01 It will be the duty of the Employer to prominently display Union Shop Cards in all their establishments wherein Union members are employed. Those Cards shall remain the property of the Union and the Employer shall have their usage only until such time as the Union shall request their return. The Employer agrees to surrender same immediately upon demand by the Union.

The Employer further agrees that the employees may wear Union Buttons while on duty.

## **ARTICLE 8 - UNION PRIVILEGES**

- 8.01 Authorized representatives of the Union shall be entitled to visit any store covered by this Agreement for the purpose of observing working conditions, interviewing members and ensuring that the terms of this Agreement are being implemented. The Union and its representatives agree to sign-in at the customer service desk.
- 8.02 The Owners agree to recognize officers so designated, in writing by the Union from each store and to grant time off with pay as may be reasonably necessary to service any grievance or potential grievance within their hours of work that day within the store.
- 8.03 The Owner agrees to provide a bulletin board in each of its stores in a satisfactory place and agrees that the Union may post notices on such boards subject to the review and acceptance by the Owner. Such acceptance will not be unreasonably withheld.

- 8.04 The Owner agrees to recognize a committee of three (3) members, designated by the Union, for the purpose of collective bargaining. The committee will be afforded the necessary time off with pay, to attend such meetings.
- 8.05 Upon request the Employer agrees to allow the Union into the store from time to time to provide information to its members. Such request shall be subject to business needs and will not be unreasonably denied.

#### **ARTICLE 9 - SHOP STEWARDS**

- 9.01 The Union has the right to appoint Shop Steward(s) for the store.

#### **ARTICLE 10 - SENIORITY**

- 10.01 Seniority shall be recognized by the Employer and shall be based on the length of continuous service while in the bargaining unit with the Employer. It is agreed that employees will continue to acquire and exercise seniority on a departmental basis (grocery-produce-front/end, bakery, deli, meat) within the bargaining unit.
- 10.02 Regular full-time employees shall not attain seniority until they have completed a probationary period with the Employer. Such probationary period shall be sixty (60) days worked at each store. However, should a probationary employee complete such service, his seniority will date back to the commencement of his continuous full-time employment.
- 10.03 (a) Employees with less than one (1) year's service at a store will be given one (1) week's notice of lay-off or one (1) week's pay in lieu of notice. Employees with more than one (1) year's service at a store will be given two (2) weeks' notice of lay-off or two (2) weeks' pay in lieu of notice. Employees with more than two (2) years but less than five (5) years of service will be given three (3) weeks notice or three (3) weeks pay in lieu of notice. Employees with more than five (5) years but less than eight (8) years of service will be given four (4) weeks notice or four (4) weeks pay in lieu of notice. For clarity this provision is not in addition to Employment Standards Act.
- (b) Lay-off and re-employment shall be based on seniority, availability, qualifications and ability to perform the work.

- 10.04 Seniority lists for full-time employees shall be posted by the Employer quarter annually.
- 10.05 (a) Persons outside the bargaining unit returning to the bargaining unit shall return to a position no higher than their former position in the bargaining unit.
- (b) Persons returning to or entering the bargaining unit, shall not cause the demotion of employees within the bargaining unit.
- (c) Anyone promoted to a Management position subsequent to the date of ratification of this Agreement will maintain bargaining unit seniority for a period of six (6) months following the effective date of their promotion, after which time the employee shall have no bargaining unit seniority. In the case of maternity leave relief the period will be extended to up to twelve (12) months.
- (d) A person who has never been in the bargaining unit shall not enter the bargaining unit unless bargaining unit employees who are on lay-off and who have recall rights have declined their right for recall provided the employee on recall has the necessary ability, qualifications to perform the work.
- 10.06 An employee shall lose his seniority and shall be terminated from the employ of the Company if he:
- (a) voluntarily leaves the employment of the Employer;
- (b) is discharged for cause;
- (c) is absent from work for more than three (3) working days without prior notification to the Employer, unless the failure to notify the Employer is for a valid reason.;
- (d) is absent from work due to sickness or disability for more than three (3) working days and fails upon return to work to produce a certificate from a medical practitioner verifying such absence and substantiating the reason for such absence when so requested by the Employer;

- (e) fails to return to work after a recall from lay-off within seven (7) days after the delivery of notice of recall by registered mail;
- (f) fails to return to work upon the conclusion of a leave of absence unless his failure to return is for reasonable cause;
- (g) fails to take a medical examination by a qualified medical practitioner when requested by the Employer;
- (h) is not recalled to work when laid off due to lack of work, his name shall be retained on the seniority list for an eighteen (18) month period or the length of his seniority, whichever is the lesser, but in no event, less than six (6) months.
- (i) uses an approved leave of absence for reasons other than those specified to the Employer.

10.07 The Owner agrees to recognize the accumulation of the seniority of an employee who is absent from work due to sickness, accident or compensation upon his return to work.

10.08 (a) In the event of a vacancy occurring for any full-time bargaining unit position employees covered under Appendix "A" of this Agreement shall receive preference for such full-time positions provided they have the necessary availability, ability and qualifications to perform the work.

In the event an existing full-time clerk (grocery) on nights, who has been in his position for a minimum of three (3) years, wishes to apply for a full-time clerk position in grocery/produce on days, he will be given consideration over part-time applicants for filling the position.

(b) All full time bargaining unit positions will be posted for a period of seven (7) working days on the bulletin board or boards provided on the premises for that purpose. The Employer shall provide the Union with a copy of each vacancy posted. The posting will include the classification and rate of pay for the position posted. All interested employees will be eligible to apply for such positions in writing.

10.09 (a) Full-time employees who are laid off from full-time employment may elect to displace the most junior full-time employee in the store in a

position that is either equal to or lower rated, provided they have the necessary ability and qualifications to perform the work. The Employer agrees to provide a brief familiarization period for the employee to demonstrate the necessary ability and qualifications. Where the laid off employee does not elect or is unable to displace another full-time employee, they may elect to be placed on the part-time seniority list based on the length of their accumulated full-time and if applicable part-time service with the Employer and shall be given preference for available part-time work in so far as that length of service entitles them. Such employees shall be eligible for vacation entitlement based on that length of service. Such employees shall receive the lesser of their full-time hourly rate at the time of their lay-off or the end rate of their part-time wage progression and will be governed by the conditions of employment applicable to part-time employees in Appendix "A".

It is understood that where a full-time vacancy exists at the time of lay-off, the laid off employee shall be considered for the position prior to awarding it in accordance with article 10.08 (a)."

- (b) Full time employees who voluntarily terminate from full time employment shall, if they so desire, be placed on the part time seniority list to perform the same duties, based on the length of their accumulated full time and if applicable part time service with the Employer and shall be given preference for available part time work in so far as that length of service entitles them. Such employee shall be eligible for vacation entitlement based on that length of service. Such employee shall receive the lesser of their full time hourly rate at the time of their termination or the end rate of the part time wage progression.

#### **ARTICLE 11 - HOURS OF WORK AND OVERTIME**

- 11.01 The basic workweek for full-time employees will consist of forty (40) hours per week, made up of five (5) days of eight (8) consecutive hours' duration. A night shift premium of ninety (\$.90) cents per hour shall be paid to any full-time or part-time employee who works on a night shift commencing at 12

a.m. midnight and ending not later than 8:30 a.m. and such shift shall be eight (8) hours in duration. In the event a regularly scheduled night shift of forty (40) hours is implemented, such night shift shall be scheduled on the basis of five (5) consecutive nights of eight (8) hours in duration.

Any full-time or part-time employee who is scheduled to work beyond 11 p.m. shall be paid a thirty cents (30¢) per hour premium for all hours worked beyond normal store closing time.

- 11.02
- (a) Overtime at the rate of time and one-half (1-1/2) the regular hourly rate will be payable after eight (8) hours in a day and forty (40) hours in a week for all full-time employees. Employees who are required to work on their scheduled day off shall work no less than four (4) hours.
  - (b) Overtime at the rate of two (2) times the regular hourly rate will be payable for all hours worked on Statutory Holidays. For employees hired after November 4, 2007, overtime at the rate of one and a half (1 ½) times the regular hourly rate will be payable for all hours worked on Statutory Holidays.
  - (c) Sunday work shall remain voluntary for all employees on the Company payroll as of January 26, 2003. All Sunday hours shall be paid at the employee's straight time hourly rate. Any employee scheduled for Sunday work shall be scheduled for a minimum of four (4) hours.
  - (d) An employee called back to work after the completion of his shift or called in more than three (3) hours prior to the commencement of his shift will receive two (2) times the standard rate of pay for such hours and all such work shall be on a voluntary basis.
  - (e) The employer may schedule staff meetings of up to 2 hours duration not more than four (4) times per calendar year. Employees who have legitimate reasons and are unable to attend the scheduled meeting shall be accommodated by a secondary meeting. For clarity, the rate payable is the straight time, etc.

11.03 During each work day, employees shall be granted two (2) rest periods with pay of fifteen (15) minutes in duration each and one (1) hour unpaid (one-half [1/2] hour by mutual consent) meal period, scheduled at the mid-point of each

half shift and the mid-point of the daily shift. When an employee works in excess of three (3) hours over-time in which there is no meal period, the employee shall be entitled to receive a paid rest period of fifteen (15) minutes.

- 11.04 (a) Employees will be allowed two (2) full days off each week.
- (b) An employee's day off and his schedule of daily hours shall be posted not later than Thursday at 4:00 pm the previous week. The store steward will be given a copy of work schedules. Employee's meal periods shall be based on the commencement of their shift. Employees will be given three (3) working days notice of changes in their regular working schedule, except for absences and where the employee and the Owner mutually agree to the change or in the case of emergency, fire, flood and major accident.
- 11.05 Employees may be designated to work two (2) nights per week for customer shopping convenience after 6:00 p.m.
- 11.06 The Owner agrees that the store will not be open on the evenings of Christmas Eve, Christmas Day or the evening of New Year's Eve.
- 11.07 Full time employees will be given two (2) consecutive days off, one (1) weekend in every four (ie. Saturday and Sunday or Sunday and Monday).

## **ARTICLE 12 - STATUTORY HOLIDAYS**

12.01 The following holidays shall be recognized as legal holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Day	Family Day

Employees hired or promoted to full time after November 4, 2007 will not be eligible for the Civic Day, and Civic Day will be a regular work day for these employees.

- 12.02 To qualify for pay for a legal holiday, the employee must work his last scheduled working day preceding the holiday and his first scheduled working day after the holiday unless he has secured permission from his Store Owner or his designate to be absent on one of the qualifying days. Employees who are off on compensation, accident or illness shall receive legal holiday pay if they have worked within fifteen (15) days of the holiday. They shall receive the difference between the legal holiday pay and what they otherwise receive from the Insurance Company and or Worker's Compensation. Should a legal holiday occur within an employee's leave of absence, he shall not be paid for such legal holiday. An employee hired prior to November 4, 2007 who is required to work on any of the aforementioned holidays shall receive two (2) times his regular hourly rate for all hours worked. An employee hired after November 4, 2007 who is required to work on any of the aforementioned holidays shall receive one and a half (1 ½) times his regular hourly rate for all hours worked.
- 12.03 Work on any of the aforementioned holidays shall be voluntary and no employee shall be coerced to work.

### **ARTICLE 13 - VACATIONS**

- 13.01 Employees who have been employed by the Company for less than one (1) year at March 1 shall be paid vacation as outlined in the Employment Standards Act.
- 13.02 Employees who have been employed for more than one (1) year but less than five (5) years at March 1 shall be entitled to two (2) weeks vacation with pay or four (4%) whichever is greater.
- 13.03 Employees who have been employed for more than five (5) years but less than ten (10) years at March 1 shall be entitled to three (3) weeks vacation with pay or six (6%) whichever is greater.
- 13.04 Employees who have been employed for more than ten (10) years but less than eighteen (18) years at March 1 shall be entitled to four (4) weeks vacation with pay or eight (8%) whichever is greater.

- 13.05 Employees who have been employed for more than eighteen (18) years or more at March 1 shall be entitled to five (5) weeks vacation with pay or ten (10%) percent whichever is greater.
- 13.06 The qualifying date for vacation entitlement shall be March 1st of the current year. The percentage entitlement shall be based on T4 earnings in the previous calendar year. Notwithstanding the above where an employee is absent on layoff, leave of absence, sickness, pregnancy leave, accident (not including WSIB) and such absence is for a period longer than one (1) month then his vacation benefits shall be paid on a pro rata basis. When an employee is absent for more than one (1) calendar year (eighteen (18) months in the case of a pregnancy leave) she shall not be entitled to vacation pay regardless of the reason.
- 13.07 When a legal holiday as defined in Article 12 occurs during the employee's vacation period, the employee shall be entitled to receive either one (1) day's extra vacation or one (1) day's pay, as follows:
- (a) Wherever possible, the extra day is to be taken in conjunction with the vacation, at either the beginning or the end of the vacation period, i.e., Saturday preceding or Monday following.
  - (b) In certain cases, the employee may wish to save the extra day for a special occasion later in the year. The day off will be by mutual agreement between the employee and the Owner.
  - (c) If the day prior to or succeeding the vacation period cannot be given and the employee does not wish to take it at a later date, he would then receive an extra day's pay.
  - (d) Arrangements under this section are to be completed prior to the commencement of the vacation period.
- 13.08 The completed vacation schedule shall be posted on May 1 of each year. The owner agrees that they will not change the vacation period of any employee unless unforeseen circumstances arise. It is understood that the Owner shall at all times be entitled to maintain a sufficient and qualified workforce. Such changes shall be by mutual consent between the employee and the Owner.

Any employee who has not submitted their vacation plan by April 15 will only be permitted to book vacation at a time that will not interfere with another employee's vacation. The Union encourages all employees to submit their vacation plans as early as possible.

- 13.09 An employee who becomes disabled and is eligible for; and properly qualifies for; to the satisfaction of the carrier, Weekly Indemnity Benefits, while on vacation, excluding the first three days of sickness, if applicable, shall revert to Weekly Indemnity Benefits and the balance of his vacation will be held in abeyance and will be taken at a later time to be mutually agreed upon between the Employer and the employee.

#### **ARTICLE 14 – Workplace Safety and Insurance Act of Ontario**

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

#### **ARTICLE 15 - GRIEVANCE AND ARBITRATION**

- 15.01 The Employer, the Union or any employee has a right to lodge a grievance with respect to any matter arising out of this Agreement or concerning the interpretation, application or alleged violation of this Agreement.
- 15.02 Any employee believing that he has been unjustly dealt with or that the provisions of this Agreement have not been complied with, shall have the right to place such grievances in the hands of the Union for review and adjustment by the Employer, if necessary. Such grievances shall be processed as follows: -

##### **STEP ONE**

Between the employee concerned, his Union representative and the Owner. The grievance must be filed within eighteen (18) working days after the event giving rise to the grievance occurs and within this period of time it shall be discussed at this Step. The Owner shall give an oral decision within four (4) working days from the date the discussion took place. If the Union wishes to appeal to the next Step, the grievance shall be reduced to writing and the

appeal shall be filed with the Owner within six (6) working days from the Owner's oral decision.

### **STEP TWO**

Between the employee concerned, the Union representative, the Department Manager, and the Owner. The discussion at this Step shall be held within seven (7) working days of the date of the appeal. The decision of the Employer at this Step shall be in writing and be made within four (4) working days of the date of the meeting. Should the Union wish to appeal, such notice of appeal must be in writing to the owner/operator within one (1) week of the decision of the Company at STEP TWO.

### **STEP THREE**

The grievance shall be forwarded to the Employer, which shall have one (1) week to dispose of the grievance. The disposition shall be in writing and returned to the officers of the Union. If considered necessary by the parties, a meeting may be held by the parties and may include the interested persons. If a meeting is held, the decision shall be given to the other party within seven (7) days from the date of the meeting.

- 15.03 In the case of a dismissal, a grievance may be filed by an employee who feels he was unjustly dealt with. Such Grievance must be filed within five (5) working days from the date of dismissal and shall commence at STEP TWO. In any subsequent disposal of this case during the grievance procedure, the Employer may re-instate the employee with full back pay, suspend the employee for a definite period or sustain the discharge.
- 15.04 Grievances concerning rates shall be handled in accordance with the above procedure and the disposition of such grievances, if sustained, shall include the determination of the effective date of the increase with retro-activity thereto.
- 15.05 The Employer and the Union may file grievances commencing at STEP THREE.
- 15.06 (a) Failing settlement under the foregoing procedure, such grievance may be submitted to Arbitration, as hereinafter provided;

- (b) The time limits as prescribed above may be modified by mutual agreement of the parties.

### **ARBITRATION**

- 15.07 Should the grievance involve the misinterpretation or alleged violation of the Agreement, either party may be free to appeal to Arbitration from STEP THREE within thirty-one (31) days from the date the decision was given at this STEP. The party requesting Arbitration shall advise the party in writing of its request, together with a statement as to the issue to be arbitrated and shall include the names of three (3) arbitrators which the party would deem acceptable. The other party shall within one (1) week either agree in writing to the appointment of one of the three (3) arbitrators or may submit in writing its own list of three (3) arbitrators. Should the parties be unable to agree upon an arbitrator then the Minister of Labour for the Province of Ontario shall be requested to appoint an arbitrator. The Arbitrator shall hear their dispute and the decision of the Arbitrator shall be final and binding upon the parties.

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

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

- 15.08 The parties agree that an Arbitrator shall have the power to award compensation or damages to any party who, or employee who is dealt with contrary to the provisions of this Agreement.

### **ARTICLE 16 - WAGES**

- 16.01 The following minimum rates of pay will become effective the second full pay week following December 11, 2016:

Cashier, Wrapper,  
Service

	11-Dec-16	17-Jan-17	17-Jan-18	17-Jan-19	17-Jan-20	17-Jan-21
Start	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
6 months	\$12.25	\$12.25	\$12.25	\$12.25	\$12.25	\$12.25
12 months	\$12.50	\$12.50	\$12.50	\$12.50	\$12.50	\$12.50
18 months	\$12.75	\$12.75	\$12.75	\$12.75	\$12.75	\$12.75
24 months	\$16.90	\$16.90	\$17.10	\$17.10	\$17.30	\$17.60

Meat Cutter

	11-Dec-16	17-Jan-17	17-Jan-18	17-Jan-19	17-Jan-20	17-Jan-21
Start	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
6 months	\$13.25	\$13.25	\$13.25	\$13.25	\$13.25	\$13.25
12 months	\$13.50	\$13.50	\$13.50	\$13.50	\$13.50	\$13.50
18 months	\$13.75	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
24 months	\$18.20	\$18.20	\$18.40	\$18.40	\$18.60	\$18.90

	11-Dec-16	17-Jan-17	17-Jan-18	17-Jan-19	17-Jan-20	17-Jan-21
Bakery Manager (Scratch)	\$19.90	\$19.90	\$20.10	\$20.10	\$20.30	\$20.60
Produce Manager	\$20.90	\$20.90	\$21.10	\$21.10	\$21.30	\$21.60
Grocery Manager	\$20.90	\$20.90	\$21.10	\$21.10	\$21.30	\$21.60
Meat Manager	\$20.90	\$20.90	\$21.10	\$21.10	\$21.30	\$21.60
Deli Manager	\$17.95	\$17.95	\$18.15	\$18.15	\$18.35	\$18.65
Bakery Manager (Bakeoff)	\$17.95	\$17.95	\$18.15	\$18.15	\$18.35	\$18.65
Combination Mgr (Deli/Bakery)	\$17.95	\$17.95	\$18.15	\$18.15	\$18.35	\$18.65
Night Crew Chief	\$17.95	\$17.95	\$18.15	\$18.15	\$18.35	\$18.65
Service Manager	\$17.95	\$17.95	\$18.15	\$18.15	\$18.35	\$18.65

All increases above are only to be applied to the end rates of the wage progressions above.

**Wages - Full-time employees**

All active full-time employees on the payroll on December 11, 2016 will be provided with the following wage increases provided that they are at or beyond the end rate of pay on the applicable date:

- Effective the second full pay week following December 11, 2016: (30 cents per hour)
- Effective the second full pay week following January 17<sup>th</sup>, 2018: (20 cents per hour)
- Effective the second full pay week following January 17<sup>th</sup>, 2020: (20 cents per hour)
- Effective the second full pay week following January 17<sup>th</sup>, 2021: (30 cents per hour)

Retroactivity – The increase of thirty (30) cents per hour effective December 11, 2016 will be applied retroactively on actual hours, at or above end rate, worked from January 17<sup>th</sup>, 2016 to December 11, 2016. There is no retroactivity on wages scales.

The above wage increases will be applied to the end rates of the existing full-time wage progressions.

#### Lump sum for full-time

All full-time employees who were active and at end rate of pay or beyond end rate of pay on January 17, 2017 shall be paid a lump sum of \$500.

All full-time employees who were active and at end rate of pay or beyond end rate of pay January 17, 2019 shall be paid a lump sum of \$500.

Lump sums shall be in effect two weeks following December 11<sup>th</sup> in their respective years.

- 16.02 Those employees who are paid a rate of pay beyond the end rates shall receive those increases set out above.
- 16.03 The Company may, from time to time, introduce incentive programs in addition to the prevailing wage schedules.
- 16.04 (a) When an employee is temporarily assigned by the owner or his designate, for more than two (2) days in a calendar week to perform the majority of the duties of a department manager they shall be paid the appropriate rate of pay for that classification to a maximum of two dollars (\$2.00) per hour retro-active to the first day of such temporary assignment. Temporary assignments, when filled, will be filled by seniority provided the senior employee has the qualification and ability to perform the work. For clarity the majority of the duties means half the duties or more.

- (b) On the same basis as outlined above, the rate of pay for Assistant Store Manager and Bookkeeper shall be one dollar (\$1.00) per hour for each hour worked.

#### **ARTICLE 17 - CO-OPERATION**

- 17.01 (a) The union shall be notified in writing of all Company Rules and Regulations covering those covered by this Agreement.
  - (b) The Union agrees to co-operate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the store, washrooms and lunchrooms and in caring for equipment and machinery.
- 17.02 The owners agree to provide a microwave and a fridge in the employees' lunchroom, and where the microwave and/or fridge are broken through the carelessness and/or horseplay then they are not subject to replacement by the Owner.

#### **ARTICLE 18 - PART-TIME HELP**

- 18.01 It is agreed and recognized by both the Union and the Employer that due to the nature of the Employer's business it may be necessary to employ both full-time and part-time employees. The Employer agrees that part-time employees will not be scheduled to work in excess of twenty-four (24) hours per week from Monday to Saturday or thirty-two (32) hours per week from Sunday to Saturday, except as specified in Appendix "A", Article 3.04.

#### **ARTICLE 19 - NO STRIKE, NO LOCK-OUT**

- 19.01 There will be no strike or lock-out during the term of this Agreement. The Employer has the exclusive right to determine what merchandise will be carried in its store, except that the Employer agrees that, in the event of a legal strike in the plant of a supplier, it will not handle merchandise from such plant, provided however, that merchandise that was on the premises of the Employer or in transit to the Employer's premises at the time such legal strike commenced, will be handled. In the event of strikes, lock-outs or similar problems involving suppliers of goods or service, the Employer and the Union agree to meet and discuss such situation as it involves the parties

to this Agreement, to endeavor to solve such problems in the best interest of the Employer, the Union and the employees, to the best of the abilities of the parties.

#### **ARTICLE 20 - HEALTH AND SAFETY**

- 20.01 First Aid Kits shall be provided and maintained in the store.
- 20.02 A full-time and part time Boot allowance, if required by government agency, will be reimbursed (with receipts) up to \$80 every 2 years.

#### **ARTICLE 21 - NOTICE OF ABSENCE AND LEAVE OF ABSENCE**

- 21.01 (a) Employees are expected to attend work regularly. When unable to attend, the Owner, or designate must be notified two (2) hours or as soon as it is reasonably possible, prior to the commencement of the scheduled shift of the employee, giving the reason why the employee is unable to attend, when he expects to return to work and how the Owner or his designate can call him relative to his absence.
- (b) The Owner may require the employee to produce a medical certificate for absences of three (3) days or less from a duly qualified medical practitioner upon his return to work. An owner who has been in the store for less than two (2) years will seek the advice of the Industrial Relations Department prior to requesting a medical certificate. The Owner agrees to pay an employee for the additional cost incurred in obtaining the certificate beyond what O.H.I.P. provides.
- 21.02 (a) The Owner may grant leave of absence without pay to any employee for legitimate reasons. Such permission and request are to be in writing on the standard leave of absence request form two (2) months in advance, except in any emergency. The Owner reply to the request for leave of absence will be given within two (2) weeks, provided the Owner or his designate involved is not absent on vacation, sickness, etc., in which event the reply will be given within one (1) week following his return. When leave of absence is granted, there shall be no loss of seniority. A claim that the Owner withheld permission without justification may be the subject of a grievance and processed accordingly. Any leave of

absence granted in conjunction with the employee's vacation will be deemed to follow his vacation period.

(b) The Owner may grant a leave of absence for educational purposes to part time employees for out of town studies, and those employees on educational leave of absence shall not accumulate seniority for the period of absence. The number of employees entitled to be on educational leave of absence at one time is limited to five (5). These leaves will be granted by seniority.

21.03 (a) A female employee may be granted leave of absence without pay for pregnancy. The provision of the Employment Standard Act shall govern. During such leave of absence, wage adjustments under the automatic progression schedule shall cease. The Owner may require the employee to take a medical examination by a duly qualified medical practitioner.

(b) The Owner may grant a leave of absence, without pay, for the purpose of legal adoptions. The Adoption Agency's requirement will be considered in determining the duration of such leave.

(c) Notwithstanding 21.03 (a) and (b), the Employment Standards Act of Ontario shall govern maternity, paternity, family and adoption leaves.

21.04 The Owner agrees that an employee appointed by the Union as a full-time representative shall be granted leave of absence without pay while serving in such capacity. Such persons shall continue to accumulate seniority while serving as Union representatives and shall be entitled to return to the bargaining unit should their service be terminated by the Union, with full accumulated seniority.

21.05 An Arbitrator dealing with a grievance involving discharge or loss of seniority of an employee resulting from an absence caused by a Court conviction (where the Owner has refused to grant leave of absence for such conviction) shall have the power to re-instate the employee with full seniority rights or by any other arrangements which is just in his/her opinion. In determining this question, the Arbitrator shall consider the nature of the

offense for which the employee was convicted, the duration of the conviction, the length of service of the employee and his work record.

- 21.06
- (a) An employee who is required to serve on a jury shall be compensated for days actually spent on jury duty when he would, otherwise, have been at work to a maximum of ten (10) working days.
  - (b) The employee shall receive the difference between his jury fees and his normal day's pay for that time he would have been regularly employed had he not been serving on the jury. The employee shall be required to report immediately upon being excused or released from jury duty where such reporting is reasonable under the circumstances.
  - (c) The Claim of an employee shall be verified by presentation of his jury duty cheque; however, no payment shall be made for any hour for which the employee receives compensation by the Employer for any other reason. Payment shall not be withheld pending submission of the jury duty cheque.
  - (d) Any employee subpoenaed to attend as a witness on behalf of the Company or the Crown shall be entitled to the difference between his witness fee and his normal day's pay.
  - (e) In the event an employee serves on jury duty from Monday through Friday, he will not be required to work Saturday.
  - (f) In the event an employee is required to serve on jury duty during a week in which he would be normally scheduled to work on the night crew, he must notify the Owner immediately upon receiving the notice to serve so that he can be re-scheduled to the day shift.

#### **ARTICLE 22 - BEREAVEMENT PAY**

- 22.01 Should a bereavement occur in an employee's immediate family (parent, parent-in-law, spouse, including common-law spouse with whom the employee has been residing with for at least two (2) years, stepmother, stepfather, child, brother, sister, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchild.) the employee shall be granted such time off from work with pay as is reasonable under the circumstances,

up to a maximum of three (3) consecutive days. A full time employee will be given time off with pay to attend the funeral of an aunt or uncle, provided the employee was scheduled to work that day.

#### **ARTICLE 23 - RETROACTIVITY**

23.01 No part of this Agreement shall be deemed retroactive unless specifically stated. All provisions contained in this Agreement, unless specifically stated to be retroactive in nature, are effective on the date of ratification of this Agreement.

#### **ARTICLE 24 - NOT TO BE UNLAWFUL**

24.01 Nothing in this Agreement shall require the Owner or the Union to take action which shall be unlawful by reason of any present or future statute, Order or Regulation of Canada or the Province of Ontario.

#### **ARTICLE 25 - GENERAL**

25.01 Where the obligation of the Owners and the Union to accommodate an employee via the Human Rights Code may conflict with the terms and provisions of the collective agreement, the Owner and the Union may by mutual consent modify the collective agreement to meet the conditions of the accommodation of the employee.

25.02 The Owners will reimburse an employee who is obligated to travel and uses their own vehicle to attend a meeting for Company business. Reimbursement will be based on 25 cents per kilometer.

25.03 At the time of hire, or in the event that the Company mandates a change to the shirt policy, the Company shall provide to the employee at no cost, the new shirts to a maximum of one per part time and two per full time.

On an annual basis, the Company shall provide, on request, each employee, the same quantity of shirts as stated above. In the event that the Company requires any item of clothing to be added to the uniform, such additional uniform items will be provided in the same manner as above. Additional shirts may be provided, upon request, on an individual basis, at the discretion of the Employer.

**ARTICLE 26 - GENDER**

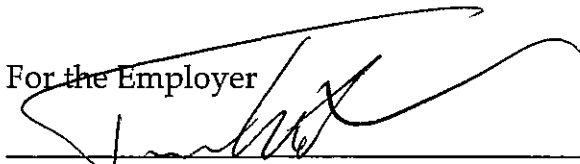
26.01 It is understood that the use of the masculine gender shall include the female gender.

**ARTICLE 27 - TERM OF AGREEMENT**

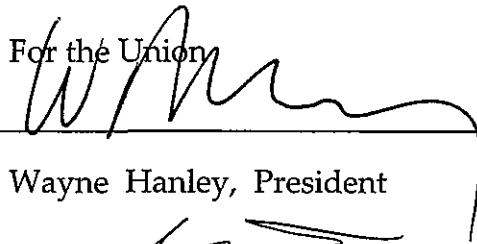
- 27.01 (a) This Agreement shall come into force and effect on December 11, 2016 and shall continue until January 16, 2022 and shall thereafter be automatically renewed for the period of one (1) year unless either party, on written notice to the other, within a period of not more than ninety (90) days before the expiry date serves notice of intent to terminate or modify the Agreement.
- (b) In the event either party serves notice of a desire to negotiate changes into this Agreement as above set out, it is agreed that the Employer and the Union, without undue delay, shall begin negotiations on the proposed changes.
- (c) Pending the results of negotiations, neither party shall change the conditions existing under the Agreement.

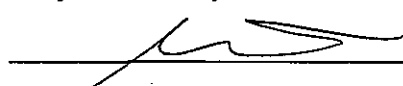
DATED AT TORONTO, this 15 day of MARCH, 2017.

For the Employer

  
\_\_\_\_\_  
Tom Wilson, Owner

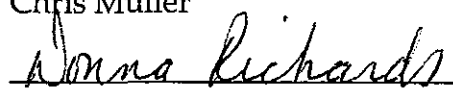
For the Union

  
\_\_\_\_\_  
Wayne Hanley, President

  
\_\_\_\_\_  
Gord Albert, Union Representative

  
\_\_\_\_\_  
Greg Penner, Senior Member Engagement Representative

  
\_\_\_\_\_  
Chris Muller

  
\_\_\_\_\_  
Donna Richards

## APPENDIX "A"

### ARTICLE 1 - PURPOSE

1.01 The provisions contained in Article 1, 2, 3 (except 3.05), 4, 5, 6, 7, 8, 9, 10.06 (a), (b), (f), (h) and (i), 10.08 a) and b), 11.02, 14, 15, 18, 19, 20, 21, 23, 24, 25, 26, 27 of this Agreement affect all employees covered by this Appendix.

### ARTICLE 2 - RECOGNITION

2.01 For the purpose of this Appendix, a part-time employee is an employee who is normally scheduled to work thirty-two (32) hours per week or less, Sunday to Saturday. Sunday hours shall be over and above the twenty four (24) hours per week. Part-time bookkeeper(s) are excluded from the bargaining unit.

### ARTICLE 3 - SENIORITY AND UNION SECURITY

- 3.01 (a) A part-time employee must serve a probationary period of sixty (60) worked days. Such probationary employee shall be considered an employee for all purposes of the agreement save and except that a probationary employee may be dismissed at any time during the probationary period.
- (b) A seniority list for part-time employees will be updated where applicable and posted semi-annually.
- (c) A part-time employee who accepts full-time employment with an immediate retail food competitor will be required to terminate their employment. This condition may be waived by the employer.
- 3.02 (a) Seniority shall begin after the employee's probationary period has been served. Lay-offs and re-employment shall be based on seniority, availability, ability and qualifications to perform the work. When a part-time employee who becomes a full-time employee they will be required to serve the full-time probationary period and will be given a seniority credit of fifty (50%) percent of their part-time seniority up to a

maximum of twelve (12) months and they will be given the greater of their part-time rate or the rate which their full-time seniority credit gives them and they shall proceed from that point in the full-time wage progression. If for some reason the employee reverts to part-time during the probationary period there will be no loss of seniority. The seniority rights of an employee shall be terminated after six (6) months following lay-off due to lack of work. In the event of an opening occurring in the full-time staff, employees covered under this Appendix shall receive preference for such full-time position providing they have the necessary seniority, ability and qualifications to perform the work.

- (b) Employees are expected to attend work in accordance with their schedule of hours. When unable to attend, the Owner, or designate must be notified two (2) hours or as soon as it is reasonably possible, prior to the commencement of the scheduled shift of the employee, giving the reason why the employee is unable to attend, when he expects to return to work and how the Owner or his designate can call him relative to his absence.
- (c) A part time employee shall lose his seniority and shall be terminated from the employ of the Employer if he is absent from work for more than three (3) consecutively scheduled shifts, without prior notification to the Employer, unless failure to notify is for a valid reason.

- 3.03 (a) The weekly schedule of hours of work shall be allotted according to seniority by store, providing the senior employee(s) has the necessary ability and qualifications to perform the work and is available.

For clarity the owner will schedule part-time hours so that the senior part-time employee(s) will have the opportunity to work a weekly schedule of hours that may be up to thirty two (32) hours Sunday to Saturday, or up to twenty-four (24) hours from Monday to Saturday, but in no event less than a junior part-time employee(s), provided they have the necessary ability and qualifications to perform the work and are available.

In the event of hours of work becoming available, within a given week, beyond the schedule of hours for that given week, due to approved leave of absences, sickness, compensation, bereavement and/or an unanticipated increase in business; the Owner will call the most senior part-time employee not scheduled that day provided the employee is available and has the qualifications to perform the available work.

- (b) The assignment of hours set out in 3.03 (a) will result in the schedule of daily hours being posted by not later than Thursday at 4:00 pm of the previous week. The store steward will be given a copy of work schedules. Employees' meal periods will be based on the commencement of their shift.
- (c) The employer may schedule staff meetings of up to 2 hours duration not more than four (4) times per calendar year. Employees who have legitimate reasons and are unable to attend the scheduled meeting shall be accommodated by a secondary meeting. For clarity, the rate payable is the straight time, etc.

3.04 It is agreed and recognized by both the Union and the Employer that due to the nature of the Employer's business, it may be necessary to employ both full-time and part-time employees. The Employer agrees that part-time employees will not be scheduled to work in excess of thirty two (32) hours per week, Sunday to Saturday, or in excess of twenty-four (24) hours per week Monday to Saturday, except in the following circumstances:

- a) when a full time employee is absent on Union duties;
- b) in a store in which an employee is absent due to illness, accident, compensation or bereavement or an emergency (power failure, snow storm, refrigerator breakdown, etc.) in the said store;
- c) to cover off for vacations;
- d) where an employee is on a leave of absence provided the Union is notified of such leave of absence;
- e) from December 1st to January 1st;

- f) during the months of May 1st through September 1st;
  - g) for the two (2) weeks previous to and eight (8) weeks directly following the opening of a new store and the commencement date of promotional activities in a store which has been completely refurbished.
  - h) during the six (6) working days immediately preceding a legal holiday;
  - i) for training purposes;
  - j) during promotional periods when an increase in business is anticipated; for clarity, promotional periods designate the Insiders report and the week in which social assistance cheques are received.
- 3.05 (a) In the event that a part-time employee works more than twenty-four (24) hours in a given week from Monday to Saturday, or more than thirty two (32) hours in a given week from Sunday to Saturday, for reasons other than as outlined in Article 3.04 they shall be paid a bonus of forty cents (\$.40) per hour for all such hours worked in excess of twenty four (24) hours Monday to Saturday, or in excess of thirty-two (32) hours from Sunday to Saturday.
- (b) Part-time employees who perform work in the cash office or for the cash office will be paid a premium of twenty-five (25) cents for each hour of work performed. For clarity, said part-time employee will receive the premium for the entire scheduled shift.
- 3.06 The provisions contained in Article 3 of this Agreement (except Article 3.05) affect all employees covered by this Appendix.

#### **ARTICLE 4 - HOURS OF WORK**

- 4.01 The regular working day shall consist of up to eight (8) hours for all employees. Part-time employees or a combination of part-time employees will not be used to the extent that they displace existing full-time employees or, except in the event of sales and/or profit declines, reduce the current level of full-time employees.

- 4.02 a) Part time employees hired prior to ratification, must submit their availability form at time of hire. They will be required to work at least two (2) shifts per week. They will be able to change their availability three (3) times a year, effective May 1<sup>st</sup>, September 15<sup>th</sup> and January 15<sup>th</sup>. Employees hired after November 4, 2007 will be able to change their availability three (3) times a year, effective May 1<sup>st</sup>, September 15<sup>th</sup> and January 15<sup>th</sup>, for the days of Monday through Friday. Employees may request time off on Saturday and Sunday, which the Employer will not unreasonably deny subject to being able to maintain a sufficient and qualified workforce to meet the needs of the business.
- b) New hires would declare their availability at the time of hire. The employee will be locked into their availability for 1301 hours and shall then fall under article 4.02 a). In exceptional personal circumstances, an employee may ask to be exempted from their declared base availability four (4) shifts per year and such request will not unreasonably be denied.

#### **ARTICLE 5 - HOURS OF WORK AND OVERTIME**

- 5.01 The provisions of Article 11.01, 11.03, 11.04 (b) of this Agreement will apply.
- 5.02 A store which closes at 6 p.m. for customer shopping convenience may schedule a part-time employee to work less than four (4) hours i.e. 3-6, 4-6, 5-6 or some variation thereof. A store which is open for customer shopping convenience beyond 6 p.m. will schedule part-time employees a minimum of four (4) hours, notwithstanding Article 11.02 (c) regarding Sunday work.

#### **ARTICLE 6 - STATUTORY HOLIDAYS**

- 6.01 a) The provisions contained in Article 12.01 of this Agreement affect all employees covered by this Appendix.
- b) To qualify for pay for a legal holiday, the employee must have: -
- (i) three (3) months' service with the Owner;
  - (ii) worked at least thirty two (32) hours during the four (4) weeks immediately preceding the week during which the legal holiday occurs;

- (iii) worked on his last scheduled shift preceding and his first scheduled shift following the legal holiday.

An employee who so qualifies, shall receive legal holiday pay based on his average number of daily hours worked (exclusive of daily overtime) during the four (4) weeks immediately preceding the week during which the legal holiday occurs, times his standard rate of pay.

#### **ARTICLE 7 - VACATIONS**

- 7.01 Employees with less than five (5) years' seniority shall receive Vacation Pay Allowance of four percent (4%) of their earnings during the previous calendar year. Employees with five (5) or more years' service as at March 1st of the current year shall receive Vacation Pay Allowance of six (6%) percent of their earnings during the previous calendar year.
- 7.02 The Owner may grant a leave of absence without pay up to a maximum of four (4) weeks' duration to an employee for vacation purposes. Such request and permission shall be in writing. When a leave of absence is granted, there shall be no loss of seniority. A claim that the Owner unjustly withheld permission to grant such leave of absence may be made the subject of a grievance and processed accordingly. Part-time employees will be required to submit their vacation intentions by April 1st each year.

#### **ARTICLE 8 - LEAVE OF ABSENCE - BEREAVEMENT**

- 8.01 Should a bereavement occur in the immediate family of an employee, the employee will be given time off with pay of three (3) consecutive days, inclusive of the day of the funeral, if scheduled to work. Immediate family shall be defined in Article 22 of the main body of this Collective Agreement.  
  
Such an employee who is scheduled to work in excess of twenty four (24) hours in the week in which the bereavement occurs shall be entitled to bereavement leave with pay as set out in Article 22 of the main body of this Collective Agreement.

#### **ARTICLE 9 - WAGES**

9.01 The following minimum rates of pay will become effective the second full pay week following December 11, 2016

Hours	11-Dec-16	17-Jan-17	17-Jan-18	17-Jan-19	17-Jan-20	17-Jan-21
0 – 850 hrs	MW	MW	MW	MW	MW	MW
851 - 1600 hrs	MW+\$0.05	MW+\$0.05	MW+\$0.05	MW+\$0.05	MW+\$0.05	MW+\$0.05
1601 – 2350 hrs	MW+\$0.10	MW+\$0.10	MW+\$0.10	MW+\$0.10	MW+\$0.10	MW+\$0.10
2351 – 2950 hrs	MW+\$0.15	MW+\$0.15	MW+\$0.15	MW+\$0.15	MW+\$0.15	MW+\$0.15
2951 – 3550 hrs	MW+\$0.20	MW+\$0.20	MW+\$0.20	MW+\$0.20	MW+\$0.20	MW+\$0.20
3551 – 4150 hrs	MW+\$0.25	MW+\$0.25	MW+\$0.25	MW+\$0.25	MW+\$0.25	MW+\$0.25
4151 – 4750 hrs	MW+\$0.30	MW+\$0.30	MW+\$0.30	MW+\$0.30	MW+\$0.30	MW+\$0.30
4751 – 5350 hrs	MW+\$0.35	MW+\$0.35	MW+\$0.35	MW+\$0.35	MW+\$0.35	MW+\$0.35
5351 – 5950 hrs	MW+\$0.40	MW+\$0.40	MW+\$0.40	MW+\$0.40	MW+\$0.40	MW+\$0.40
5951 – 6500 hrs	MW+\$0.45	MW+\$0.45	MW+\$0.45	MW+\$0.45	MW+\$0.45	MW+\$0.45
6501 + hrs	\$12.80	\$12.80	\$13.00	\$13.00	\$13.20	\$13.50

Employees shall be placed on the new wage progression in accordance with their actual hours worked.

No wage rate will be reduced during the life of this agreement as a result of a reduction in the Provincial minimum wage.

In the event minimum wage goes above the part-time clerk end rate of pay, then the gap from the end rate to the minimum wage rate prior to the increase in minimum wage will be maintained for the life of the agreement.

#### **Wages - Part-time employees**

All active part-time employees on the payroll on December 11, 2016 will be provided with the following wage increases provided that they are at or above the end rate of pay on the applicable date:

- Effective the second full pay week following December 11, 2016: (30 cents per hour)
- Effective the second full pay week following January 17<sup>th</sup>, 2018: (20 cents per hour)
- Effective the second full pay week following January 17<sup>th</sup>, 2020: (20 cents per hour)
- Effective the second full pay week following January 17<sup>th</sup>, 2021: (30 cents per hour)

The above wage increases will be applied to the end rates of the existing part-time wage progressions.

Retroactivity - The increase of thirty (30) cents per hour effective December 11, 2016 will be applied retroactively on actual hours, at or above end rate, worked from January 17<sup>th</sup>, 2016 to December 11, 2016. There is no retroactivity on wage scales.

**Student Rate Scale**

Hours	11-Dec-16	17-Jan-17	17-Jan-18	17-Jan-19	17-Jan-20	17-Jan-21
0 – 850 hrs	SMW	SMW	SMW	SMW	SMW	SMW
851 - 1600 hrs	SMW +\$0.05	SMW +\$0.05	SMW +\$0.05	SMW +\$0.05	SMW +\$0.05	SMW +\$0.05
1601 – 2350 hrs	SMW +\$0.10	SMW +\$0.10	SMW +\$0.10	SMW +\$0.10	SMW +\$0.10	SMW +\$0.10
2351 – 2950 hrs	SMW +\$0.15	SMW +\$0.15	SMW +\$0.15	SMW +\$0.15	SMW +\$0.15	SMW +\$0.15

Employees shall be placed on the new wage progression in accordance with their actual hours worked.

No wage rate will be reduced during the life of this agreement as a result of a reduction in the Provincial minimum wage.

**Lump sum for part-time employees**

All part-time employees who were active and at end rate of pay on January 17, 2017 shall be paid a lump sum of equal to twenty-five cents (\$0.25) per hour for all hours worked from January 17, 2016 to January 16, 2017. Where an employee achieved end

rate between January 17, 2016 and January 16, 2017, they shall be paid a lump sum equal to the number of hours worked after achieving end rate until January 16, 2017.

All part-time employees who were active and at end rate of pay on January 17, 2019 shall be paid a lump sum of equal to twenty-five cents (\$0.25) per hour for all hours worked from January 17, 2018 to January 16, 2019. Where an employee achieved end rate between January 17, 2018 and January 16, 2019, they shall be paid a lump sum equal to the number of hours worked after achieving end rate until January 16, 2019.

Lump sums shall be in effect after the second full pay week following January 17<sup>th</sup> in their respective years.

- 9.02
- (a) The Owner may from time to time, introduce incentive programs in addition to the prevailing wage schedules.
  - (b) When the Owner chooses to pay a new employee more than the starting rate in his classification, such employee shall (for the purpose of wage progression only) receive increases in the accordance with the wage schedule and be deemed to have the appropriate hours.
  - (c) Employees who are receiving rates of pay in excess of the rate set out in the wage schedules mentioned above, shall receive an amount equal to the end rate increases when they come into effect.
  - (d) Part-time employees hired as packer/front end service clerks shall progress under the wage grid, but shall progress to the maximum end rate of 4150 hours. Front/end service clerks only get progression increases.
  - (e) No wage currently enjoyed by an employee, which is in excess of rates set out in the wage schedules herein, shall be reduced during the lifetime of the Agreement.

#### **ARTICLE 10 - REST PERIODS**

- 10.01
- a) Employees covered by this Appendix shall be entitled to one (1) fifteen (15) minute paid rest period for each four (4) hour period worked. Each rest period shall occur at approximately the mid-point of each four (4) hour period. No employee who is scheduled for more than four (4)

hours but not exceeding six (6) hours shall be required to take their break sooner than two hours into their shift unless they have agreed to do so.

An employee scheduled for a shift of six (6) hours or more shall be entitled to two (2) fifteen minute breaks with pay.

- b) Where an employee is working a daily shift of more than six (6) hours, he shall have one (1) hour (or a half-hour (1/2) hour, by mutual consent), off for lunch and one-half (1/2) hour for supper, if applicable.

#### **ARTICLE 11 - WORKING CONDITIONS**

- 11.01 The Union will co-operate with the Employer in maintaining good working conditions.
- 11.02 The Employer agrees that it will not change conditions of employment or working conditions as a result of the signing of this Agreement.

#### **APPENDIX "B"**

#### **HEALTH AND WELFARE PLAN**

Effective on the date of ratification, the Employer shall contribute to the Ontario Commercial Workers Benefit Trust Fund an amount of fifty (50) cents per hour for all hours worked.

Effective January 17, 2020 the employer shall contribute to the Ontario Workers Benefit Trust Fund an amount of fifty-one (51) cents per hour for all hours worked.

Effective January 17, 2021 the employer shall contribute to the Ontario Workers Benefit Trust Fund an amount of fifty-two (52) cents per hour for all hours worked.

Effective on the date of ratification, each employee shall contribute twenty (20) cents per hour for all hours worked.

Effective January 17, 2020 each employee shall contribute to twenty-one (21) cents per hour for all hours worked.

Effective January 17, 2021 each employee shall contribute to twenty-two (22) cents per hour for all hours worked.

### C.C.W.I.P.P.

Effective on the date of ratification, the Employer shall contribute to the Canadian Commercial Workers' Industry Pension Plan an amount of thirty (35) cents per hour for all hours worked. Effective January 11<sup>th</sup> 2004, the contribution shall be increased to forty (40) cents per hour; effective January 9<sup>th</sup> 2005, the contribution shall be increased to forty five (45) cents per hour. Effective January 1<sup>st</sup>, 2015 the contribution shall be increased to sixty eight (68) cents per hour for all hours worked.

The Employer will participate in the new CCWIPP Master Contribution Agreement.

Hourly Pension contributions for the Employer are as follows:

Effective July 1<sup>st</sup>, 2015 - \$0.88

Members of the plan will be required to pay the amounts previously ratified. The amounts are established by CCWIPP and ratified by the membership and may be reviewed as deemed necessary by the plan.

**Letter of Understanding No. 1**

December 11, 2016

Mr. Wayne Hanley  
U.F.C.W. Canada, Local 1006A  
70 Creditview Road  
Woodbridge (Ontario)  
L4L 9N4

**Re: Employee Request**

In accordance with the agreement reached during our recent negotiations, we wish to set out the following understanding.

Employees shall not be given time off to avoid the application of over-time rates, however, should an employee generate a request for time off for unforeseen special circumstances, the Owner may, if concurrence is given by the Area Union Representative allow the employee such time off to be made up at regular rates of pay not later than the following pay week and such concurrence shall not be unreasonably withheld. It is understood that there will be no banking of hours.

Yours very truly,

---

T. Wilson

WILSONS'S INDEPENDENT GROCER

**Letter of Understanding No. 2**

December 11, 2016

Mr. Wayne Hanley  
U.F.C.W. Canada, Local 1006A  
70 Creditview Road  
Woodbridge (Ontario)  
L4L 9N4

**Re: Statutory holidays**

In the event stores are allowed to legally open on a statutory holiday without premium pay, then the parties shall meet with a view to amend the collective agreement: work on these holidays will remain voluntary.

Yours very truly,

---

T. Wilson

WILSONS'S INDEPENDENT GROCER

Letter of Understanding No. 3

December 11, 2016

Mr. Wayne Hanley  
U.F.C.W. Canada, Local 1006A  
70 Creditview Road  
Woodbridge (Ontario)  
L4L 9N4

Re: Store Closure

"In the event of a store closure and the opening of a replacement of Your Independent Grocer store within the postal code boundary of K1V, the Employer shall recognize the United Food & Commercial Workers International Union, Local 1006A as bargaining agent in the new location, and the employees from the affected location shall have the right to transfer to the new location with the same status and with full seniority and benefits."

Yours very truly,

---

T. Wilson

WILSONS'S INDEPENDENT GROCER

Letter of Understanding No. 4

December 11, 2016

Mr. Wayne Hanley  
U.F.C.W. Canada, Local 1006A  
70 Creditview Road  
Woodbridge (Ontario)  
L4L 9N4

Re: Garden Centre

The parties agree that in the event the Employer directly operates a seasonal Garden Centre, a Horticulturalist or person with specific Garden Centre experience may be employed on a non union basis for no longer than twelve (12) weeks.

Yours very truly,

---

T. Wilson

WILSONS'S INDEPENDENT GROCER

**Letter of Understanding No. 5**

December 11, 2016

Mr. Wayne Hanley  
U.F.C.W. Canada, Local 1006A  
70 Creditview Road  
Woodbridge (Ontario)  
L4L 9N4

**Re: Wilson's Independent Grocer**

When the non union CAO Manager position is utilized at Wilson's YIG, the Employer will designate one existing full time employee to the position of Assistant Department Manager. The Assistant Department Manager position will be in the bargaining unit and this position will be paid at a premium of \$1.00 per hour above the designated employee's prevailing rate of pay.

Yours very truly,

---

T. Wilson

WILSONS'S INDEPENDENT GROCER

**Letter of Understanding No. 6**

December 11, 2016

Mr. Wayne Hanley  
U.F.C.W. Canada, Local 1006A  
70 Creditview Road  
Woodbridge (Ontario)  
L4L 9N4

**Re: Evening Scheduling**

In the event the Employer requires the flexibility to schedule full time employees up to three (3) evenings per week, the Employer and the Union shall meet during the term of the collective agreement with the view to amending the collective agreement by mutual consent to allow for the above flexibility.

Yours very truly,

---

T. Wilson

WILSONS'S INDEPENDENT GROCER

Letter of Understanding No. 7

December 11, 2016

Mr. Wayne Hanley  
U.F.C.W. Canada, Local 1006A  
70 Creditview Road  
Woodbridge (Ontario)  
L4L 9N4

Re: Time Missed due to Illness

The Employer will allow full time employees who are absent from work because of illness to make up for the time missed in accordance with the following conditions:

- the employee must request from management the opportunity to make up the lost time;
- the lost time must be taken within two (2) months of the absence at a time that is mutually agreeable to management and the employee;
- the Employer reserves the right to request a medical certificate certifying the illness of the employee;
- the time worked to make up the lost time will be paid at straight time;
- the full time employee will be entitled to make up a maximum of three (3) days per calendar year.

Yours very truly,

---

T. Wilson

WILSONS'S INDEPENDENT GROCER