

**Agreement Between**  
**BAXTROM'S**  
**INDEPENDENT GROCER**

and



Effective Date  
September 21, 2023

Expiry Date  
September 20, 2028

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Name

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Union Steward(s)

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***My Union Representative***

Name \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_



## Your Union is Here for You

As a member of UFCW Canada Local 1006A, you have a team of highly skilled and dedicated union representatives working to protect your rights and make life better for you and your co-workers.

This is your union contract and is one of the most important documents you will receive at your workplace. The rights and privileges outlined in this agreement were achieved through the determination and unity of union members like yourself working together over the years for fairness at work. Union negotiators, together with workers from your bargaining unit, negotiated many of the gains you enjoy in your workplace today.



I encourage you to read your agreement carefully as it is full of practical and relevant information about your wages, benefits and working conditions. This agreement directly affects your life, from when your raises will be to what your rights are in your workplace.

By knowing your rights, you will be able to ensure they are protected. All workers have the right to a fair, safe and inclusive workplace where they are treated with respect and dignity.

If you have any questions or concerns about anything at work, I encourage you to reach out to your union representative. We are here to help you and protect your rights and interests. Your input and participation is the first step to alerting your union of possible violations of your union contract. Our union representatives work closely with your workplace steward(s) to defend your rights and resolve problems at work.

At Local 1006A, our strength comes from each other. I look forward to working with all of you to improving our workplace and strengthening our union now and into the future.

In solidarity,

A handwritten signature in black ink that reads "Wayne E. Hanley".

Wayne E. Hanley  
President, UFCW Local 1006A  
International Vice President



# RIGHT TO REFUSE UNSAFE WORK

*(Occupational Health & Safety Act: Section 43)*

You have the right to refuse work that you believe is unsafe to yourself or another worker. If you believe that you are endangered by workplace violence, you may also refuse work.

The Act sets out a specific procedure that must be followed in any work refusal. It is important that workers, employers, supervisors, members of joint health and safety committees (JHSCs) and health and safety representatives understand the procedure for a lawful work refusal.

Here are some of the many questions that get asked about refusing unsafe work:

## **When can I refuse to work?**

You can refuse to work **if you have reason to believe** that:

- any machine, equipment or tool that you are using or are told to use is likely to endanger yourself or another worker;
- the physical condition of the workplace or workstation is likely to endanger yourself;
- workplace violence is likely to endanger yourself or
- any machine, equipment or tool that you are using, or the physical condition of the workplace, contravenes the Act or regulations and is likely to endanger yourself or another worker.

Your right to refuse unsafe work is protected in the Act (even if you had previously performed the work and did not refuse).

## **What are the steps to refusing unsafe work?**

You must immediately tell the supervisor or employer that the work is being refused and explain the circumstances for the refusal.

The supervisor or employer must investigate the situation immediately, in the presence of you and one of the following:

- a joint health and safety committee member who represents workers. If possible, this should be a certified member, or
- another worker, who, because of knowledge, experience and training, has been chosen by the union to represent them.

You must remain in a safe place that is as near as reasonably possible to your workstation, and remain available to the employer or supervisor for the purposes of the investigation, until the investigation is completed.

Although not stated as such in the Act, this interval is informally known as the "first stage" of a work refusal. If the situation is resolved at this point, you will return to work.

## **What if I am not satisfied with the result of the first stage investigation?**

You can continue to refuse the work **if you have reasonable grounds for believing** that the circumstances that caused you to initially refuse work continue. At this point, the “second stage” of a work refusal begins.

## **Can another worker be asked to do the work that was refused?**

Yes, but only after the Ministry of Labour has been called. While waiting for the inspector to investigate and give a decision on the refusal, the employer or supervisor can ask another worker to do the work that was refused. The second worker must be told that the work was refused and why. This must be done in the presence of a committee member who represents workers, or a health and safety representative, or a worker representative chosen because of knowledge, experience and training.

The second worker has the same right to refuse the work as the first worker.

## **Can an employer discipline me?**

No. The employer is expressly prohibited from penalizing, dismissing, disciplining, suspending or threatening to do any of these things to you when you have obeyed or sought enforcement of the OHSA. Please visit [ufcw1006a.ca](http://ufcw1006a.ca) for more information.

Local 1006A members should immediately contact their Union Representative if they are disciplined or threatened in any way for exercising their rights under the Occupational Health and Safety Act. The union will act immediately on complaints.

## **Employer's Obligations**

### *(Occupational Health & Safety Act: Section 25)*

Here are some of the many obligations of an employer:

- Take all reasonable precautions to protect the health and safety of workers;
- Ensure that equipment, materials and protective equipment are maintained in good condition;
- Provide information, instruction and supervision to protect worker health and safety; and
- Co-operate with the joint health and safety committee.

## **Supervisors' Obligations**

*(Occupational Health & Safety Act: Section 27)*

Here are some of the many obligations of a supervisor:

- Make sure that workers work in compliance with the act and its regulations;
- Make sure that workers use any equipment, protective devices or clothing the employer requires;
- Tell workers about any workplace health and safety hazards that the supervisor is aware of;
- Give workers written instructions on measures and procedures to be followed for their own protection, if prescribed by regulation; and
- Take every precaution reasonable in the circumstances to protect workers.

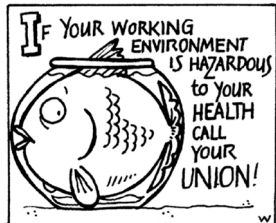
Under the act, the employer must ensure the supervisor is competent – a) qualified because of knowledge, training and experience to organize the work and its performance, b) familiar with this Act and the regulations that apply to the work, and c) has knowledge of any potential or actual danger to health or safety in the workplace.

## **Workers' Obligations**











*(Occupational Health & Safety Act: Section 28)*

- Workers have a general duty to take responsibility for personal health and safety, which means they should not behave or operate equipment in a way that would endanger themselves or others.
- Work in compliance with the Act and regulations;
- Use any equipment, protective devices or clothing required by the employer;
- Tell the employer or supervisor about any known missing or defective equipment or protective device that may be dangerous;
- Report any known workplace hazard or violation of the Act to the employer or supervisor;
- Not remove or make ineffective any protective device required by the employer or by the regulations

Every worker deserves to work in a place that is free from injury, illness, and violence.



## Recognizing WHMIS Classes & Symbols

 <ul style="list-style-type: none"> <li>• Flammable</li> <li>• Self-Reactive</li> <li>• Pyrophoric</li> <li>• Self-Heating</li> <li>• In Contact with Water, Emits Flammable Gases               <ul style="list-style-type: none"> <li>• Organic Peroxide</li> </ul> </li> </ul>	 <ul style="list-style-type: none"> <li>• Irritation (skin or eyes)               <ul style="list-style-type: none"> <li>• Skin Sensitization</li> </ul> </li> <li>• Acute Toxicity (harmful)               <ul style="list-style-type: none"> <li>• Specific Target Organ                   <ul style="list-style-type: none"> <li>• Toxicity – Single Exposure (drowsiness or dizziness, or respiratory irritation)</li> </ul> </li> </ul> </li> <li>• Hazardous to the Ozone Layer</li> </ul>	 <ul style="list-style-type: none"> <li>• Carcinogenicity</li> <li>• Respiratory Sensitization</li> <li>• Reproductive Toxicity</li> <li>• Specific Target Organ Toxicity – Single or Repeated Exposure</li> <li>• Germ Cell Mutagenicity               <ul style="list-style-type: none"> <li>• Aspiration Hazard</li> </ul> </li> </ul>
 <ul style="list-style-type: none"> <li>• Corrosive (skin, eyes or metal)</li> </ul>	 <p>Gas Under Pressure</p>	 <ul style="list-style-type: none"> <li>• Oxidizer</li> </ul>
 <ul style="list-style-type: none"> <li>• Acute Toxicity (fatal or toxic): oral, dermal or inhalation</li> </ul>	 <ul style="list-style-type: none"> <li>• Explosive</li> <li>• Self-Reactive (severe)</li> <li>• Organic Peroxide (severe)</li> </ul>	 <ul style="list-style-type: none"> <li>• Hazardous to the Aquatic Environment (acute or long-term)</li> </ul>
 <ul style="list-style-type: none"> <li>• Biohazardous infectious materials</li> </ul>		

# Workplace Safety & Insurance Board

If you are injured or become ill as a result of your job, your illness or injury **MUST** be reported to the Workplace Safety and Insurance Board (WSIB). You are entitled to WSIB benefits if you cannot work and lose earnings because of your illness and injury.

## ***How Do I Make a WSIB Claim?***

1. Report the accident or occupational disease to your employer. This generally means notifying the supervisor, manager and health and safety representative. **All incidents have to be reported.** A delay in reporting may mean a denial of your claim.
2. Ask your employer to complete an Employer Incident Report. Ask for a copy. Tell your union steward. Inform the employer of any witnesses.
3. Have the employer complete a Form 7 (Employer's Report of Injury/Disease).
4. Ensure you receive a copy of the completed Form 7. Your employer is obligated to provide you with a copy.
5. Seek medical attention as soon as possible. Advise the treating health care practitioner that you are being seen for a work-related injury and explain the job duties performed. If it is the gradual onset of an injury, inform your health care practitioner right away when you begin to experience symptoms you believe are connected to the workplace. It is preferable that you see your family doctor since they retain your past health record and may better assess the injury. However if you cannot see your family doctor immediately or you don't have a family doctor, you must go to a walk-in clinic or emergency room. A follow-up with your family doctor is necessary. Ask the health care practitioner (e.g. family doctor or physiotherapist) to complete a Form 8 (Health Care Practitioner's Report) and send to WSIB. Ask for a copy.
6. If you didn't get the chance to let your employer know right away about your accident, injury illness or onset of pain, make sure to do it after seeking medical treatment. Remember: your employer and supervisor don't get to decide whether your accident, injury, illness or onset of pain is work-related or not.
7. After informing your health practitioner, contact WSIB and inform them about your injury. Ask them to send you the Form 6 (Worker's Report of Injury/Disease). Alternatively, you can download the form at the WSIB website, [wsib.on.ca](http://wsib.on.ca).
8. Complete the Form 6 with as much details about the accident as you can provide and send it back to WSIB right away. Provide a copy to your employer and make a copy for yourself.
9. If your WSIB case is denied, contact the union's WSIB department.

## **KEEP COPIES OF ALL DOCUMENTATION!**

It is vital you carefully maintain your own file of all documents relating to your claim. This includes doctor's notes, copies of forms and any correspondence from the WSIB, the employer or any other involved parties.

Remember: **WSIB claims must be filed as soon as possible**

You have the legal right to report any workplace accident or injury and cannot be told by anyone that you cannot file a claim.

## **What if I have a health problem caused by my job but did not have an actual accident at work?**

When a worker does not have an actual accident at work but an injury emerged gradually, **it is a gradual onset disablement**. Repetitive Strain Injuries typically fall into this category (e.g., Carpel Tunnel Syndrome, Golfer/Tennis Elbow, Tendinitis, Rotator Cuff/Overhead Work). It is still considered a work injury even if the worker did not experience an accident in the traditional sense.

## **What is an occupational disease?**

An occupational disease is a health problem caused by exposure to a workplace health hazard.

## **How long do WSIB benefits last?**

Injuries can take from days to years to recover from. As long as you are deemed to be totally disabled and the disability is considered by the WSIB to be temporary, WSIB benefits will continue.

## **What are WSIB Benefits worth?**

Depending on your personal situation, the WSIB may cover required:

- Income replacement (loss of earnings benefit)
- Health care and medical costs (doctor's visits, surgery, physiotherapy, etc)
- Prescription drug costs
- Special clothing or footwear costs
- Transportation costs to and from health care appointments.

As well, the WSIB may pay a benefit to injured workers whose workplace injury or disease results in a permanent impairment. This non-economic loss (NEL) benefit recognizes loss of physical, functional and psychological function due to this impairment.

## **When do loss of earnings (LOE) payments apply?**

The WSIB normally pays the LOE benefit beginning the day after the injury (your employer must pay your wages for the day of the injury), or whenever your loss of earnings begins

### **The LOE benefit stops:**

- If you return to work and your earnings are the same or greater than what you were earning before your injury.
- When you turn 65 years old. For workers who are 63 years old or older at the time of the injury, your LOE benefit can be paid for up to two years from this date, as long as you have a loss of earnings because of the workplace injury or disease.

### **What is modified work?**

Modified Work is any job, task, or function, that a worker who is temporarily disabled can perform safely without risk of re-injury or exacerbation of their condition, and will pose no risk to others during their recovery. The work must however be productive and result of the work must have value.

Usually, modified work is a temporary vehicle designed to help workers be re-integrated into the workplace, to their pre-injury/illness jobs. Such modifications may include reduced hours, rotation of job duties, more frequent or shorter rest periods, the use of such equipment as ladders, step stools, chairs or many other types of modifications especially designed to suit the medical needs of each individual.

## **You don't have to face the WSIB alone.**

Your Union has WSIB Specialists  
who may be able to assist you.

Contact your Union Representative  
for more information, or the union office at  
1.800.637.5936 | [www.ufcw1006a.ca](http://www.ufcw1006a.ca)

*This information contained in this section is based on legislation as of February 2024. Please note that the information contained in the WSIB or Health and Safety Section of this document should be used as a guide and is not a legal document.*

**WSIB Section Sources: Ontario Ministry of Labour & WSIB.**



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Collective Agreement  
*Ratified by members on April 7, 2024*

Between

**BAXTROM'S INDEPENDENT GROCER**

and

**UNITED FOOD AND COMMERCIAL WORKERS CANADA,  
LOCAL 1006A**

Effective Date: September 21, 2023

Expiry Date: September 20, 2028

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## **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, General Merchandise Manager, Natural Value Manager, 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 forty (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 their starting date and social insurance number subject to the employee consenting to the use of their social insurance number. The Employer agrees to record the annual Union Dues deductions for each employee on their 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 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 their 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 Board of Arbitration if the matter is referred to it.
- (b) The Owner agrees that whenever an interview is held with an employee regarding their work or conduct which becomes part of their 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 thirty-six (36) 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, gender identity, gender expression, 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 the members. Such request will 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 basis.
- 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. However, should a probationary employee complete such service, their seniority will date back to the commencement of their 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 non-union management position will maintain bargaining unit seniority for a period of six (6) months after which they will have no seniority.
  - (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 their seniority and shall be terminated from the employ of the Company if they:
- (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 their 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, their name shall be retained on the seniority list for an eighteen (18) month period or the length of their 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 their 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 (produce/grocery) on nights, who has been in their position for a minimum of three (3) years, wishes to apply for a full-time clerk position (produce/grocery) on days, they 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 employee 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 one-dollar (\$1.00) 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 May 27th, 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 their shift or called in more than three (3) hours prior to the commencement of their shift

will receive time and one-half (1 ½) 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 two (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 their 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 (4) (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
Canada Day	Boxing Day
Family Day	

*Memorandum Note: The Employer confirms that any employee that would have been entitled to statutory holiday pay for Civic Day in 2024 who did not receive statutory holiday pay for Family Day in 2024, will receive statutory holiday pay for the Family Day.*

12.02 To qualify for pay for a legal holiday, the employee must work their last scheduled working day preceding the holiday and their first scheduled working day after the holiday unless they have secured permission from their Store Owner or their 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, they shall not be paid for such legal holiday. An employee hired prior to May 27th, 2007 who is required to work on any of the aforementioned holidays shall receive two (2) times their regular hourly rate for all hours worked. An employee hired after May 27th, 2007 who is required to work on any of the aforementioned holidays shall receive one and a half (1 ½) times their 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 their 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) they 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, they 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 their 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 – WSIB**

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 they have 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, their 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 they were 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 be in effect for these classifications within the bargaining unit.

CLERK	Current	DOR 2024	July 14, 2024	July 13, 2025	July 12, 2026	July 11, 2027	July 9, 2028
Start	\$16.55	\$17.50	\$17.50	\$17.50	\$17.50	\$17.50	\$17.50
6 months	\$16.55	\$17.75	\$17.75	\$17.75	\$17.75	\$17.75	\$17.75
12 months	\$16.55	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00
18 months	\$16.55	\$18.25	\$18.25	\$18.25	\$18.25	\$18.25	\$18.25
24 months	\$18.10	\$19.60	\$20.10	\$20.85	\$21.55	\$22.25	\$22.60
MEAT CUTTER	Current	DOR 2024	July 14, 2024	July 13, 2025	July 12, 2026	July 11, 2027	July 9, 2028
Start	\$16.55	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50
6 months	\$16.55	\$18.75	\$18.75	\$18.75	\$18.75	\$18.75	\$18.75
12 months	\$17.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00
18 months	\$17.50	\$19.25	\$19.25	\$19.25	\$19.25	\$19.25	\$19.25
24 months	\$19.40	\$20.90	\$21.40	\$22.15	\$22.85	\$23.55	\$23.90
MANAGERS	Current	DOR 2024	July 14, 2024	July 13, 2025	July 12, 2026	July 11, 2027	July 9, 2028
BAKERY MGR (SCRATCH)	\$21.10	\$22.60	\$23.10	\$23.85	\$24.55	\$25.25	\$25.60
PRODUCE MGR	\$22.10	\$23.60	\$24.10	\$24.85	\$25.55	\$26.25	\$26.60
GROCERY MGR	\$22.10	\$23.60	\$24.10	\$24.85	\$25.55	\$26.25	\$26.60
MEAT MGR	\$22.10	\$23.60	\$24.10	\$24.85	\$25.55	\$26.25	\$26.60
DELI MGR	\$19.15	\$20.65	\$21.15	\$21.90	\$22.60	\$23.30	\$23.65
BAKEDRY MGR (BAKEOFF)	\$19.15	\$20.65	\$21.15	\$21.90	\$22.60	\$23.30	\$23.65
COMBINATION MGR (DELI/BAKERY)	\$19.15	\$20.65	\$21.15	\$21.90	\$22.60	\$23.30	\$23.65
NIGHT CREW CHIEF	\$19.15	\$20.65	\$21.15	\$21.90	\$22.60	\$23.30	\$23.65
SERVICE MGR	\$19.15	\$20.65	\$21.15	\$21.90	\$22.60	\$23.30	\$23.65

Notwithstanding the wage progressions for full-time employees, where there is an increase in the Ontario minimum wage rate it shall become the new start rate and those employees so affected shall remain at such rate until their hours/months worked with the Employer would permit them an increase in their rate of pay in accordance with the wage progressions.

All full-time employees on payroll will be provided with the following increases provided that they are at or above the end rate of pay on the applicable date:

Effective 4 weeks following DOR, 2024

\$1.00 per hour

Effective the first full pay week following July 14, 2024

\$0.50 cents per hour

Effective the first full pay week following July 13, 2025

\$0.50 cents per hour

Effective the first full pay week following July 12, 2026

\$0.45 cents per hour

Effective the first full pay week following July 11, 2027

\$0.40 cents per hour

Effective the first full pay week following July 09, 2028

\$0.35 cents per hour

Effective DOR, the end rate shall increase an additional \$0.50

Effective July 13, 2025, the end rate shall increase an additional \$0.25

Effective July 12, 2026, the end rate shall increase an additional \$0.25

Effective July 11, 2027, the end rate shall increase an additional \$0.30

## **FULL-TIME SIGNING BONUS**

Effective within four (4) weeks of DOR, full-time employees active on the payroll as of DOR will receive a signing bonus of one thousand dollars (\$1000.00) less statutory deductions.

- 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 their 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 within three (3) months of ratification, 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 (a) A joint health and safety committee shall be established in accordance with the Occupational

Heath & Safety Act. It is understood that at least half of the members of the committee shall be bargaining unit workers of the store. The size of the committee and the frequency of meetings shall be as required by law.

20.01 (b) First Aid Kits shall be provided and maintained in the store.

20.02 A full-time boot allowance, if required by government agency, will be reimbursed (with receipts) up to One Hundred Twenty-Five dollars (\$125.00) every year. A part time boot allowance, if required by government agency, will be reimbursed (with receipts) up to One Hundred Twenty-Five dollars (\$125.00) 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 they expect to return to work and how the Owner or their designate can call them relative to their absence.

(b) The Owner may require the employee to produce a medical certificate for absences of three (3) days or more from a duly qualified medical practitioner upon their 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 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 their designate involved is not absent on vacation, sickness, etc., in which event the reply will be given within one (1) week following their 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.
- 21.03 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 their 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 their 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 they would, otherwise, have been at work to a maximum of ten (10) working days.
- (b) The employee shall receive the difference between their jury fees and their normal day's pay for that time they would have been regularly employed had they 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 their 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 their witness fee and their normal day's pay.
- (e) In the event an employee serves on jury duty from Monday through Friday, they 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 they would be normally scheduled to work on the night crew, they must notify the Owner immediately upon receiving the notice to serve so that they can be re-scheduled to the day shift.
- (g) In the event that an employee is required to serve on jury duty for more than five (5) days beyond the maximum, the Employer agrees to review each case on an individual basis.

## **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 twenty-five cents (\$0.25) 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 (1) per part time and two (2) 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 – TERM OF AGREEMENT**

- 26.01 (a) This Agreement shall come into force and effect on September 21, 2023 and shall continue until September 20, 2028 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.

There shall be no retroactivity unless expressly stated

DATED AT TORONTO, this 17 day of May, 2024.

### **On behalf of the Employer**

John Baxtrom  
Owner

### **On behalf of the Union**

Wayne E. Hanley

Gord Albert

Gloria Elstone

Jackie Graticola

Barry Height

Sandra Mattice

## **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.

The Employer may request an extension to the probationary period of up to thirty (30) days worked for a probationary employee and such request shall not be unreasonably denied by the Union.

- (b) A seniority list for part-time employees will be updated where applicable and posted semi-annually.
- 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) Part-time employees are expected to attend work in accordance with their schedule of hours. When unable to attend, the employee must notify the Owner, or designate prior to their scheduled starting time, giving the reason why they are unable to attend.
- (c) A part time employee shall lose their seniority and shall be terminated from the employ of the Employer if they are 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 two (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 (\$0.40) 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 fifty (\$0.50) 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 May 27th, 2007, 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 1st, September 15th, and January 15th. Employees hired after May 27th, 2007 will be able to change their availability three (3) times a year, effective May 1st, September 15th and January 15th, 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 One thousand Three hundred and One (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.
- 5.03 Part-time employees may swap their existing scheduled or assigned work shifts to other part-time employees on a first-come-first-serve basis, and by mutual consent, subject to approval by the Department Manager or designate.

## **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 worked on their last scheduled shift preceding and their first scheduled shift following the legal holiday.

An employee who so qualifies, shall receive legal holiday pay based on their 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 their 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. 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.

- 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 (a) 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.

A part-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.

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.

- (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.

## ARTICLE 9 – WAGES

### Part-time Wages (Appendix ‘A’, Article 9.01)

The following minimum rates of pay will become effective the first full pay week following DOR:

NEW PART TIME CLERK WAGE PROGRESSION							
Hours	DOR	Formula	July 14, 2024	July 13, 2025	July 12, 2026	July 11, 2027	July 09, 2028
0 - 850 hrs	<b>\$16.55</b>	New MW					
851 - 1600 hrs	<b>\$16.60</b>	mw + .05					
1601 - 2350 hrs	<b>\$16.65</b>	mw + .10					
2351 - 2950 hrs	<b>\$16.70</b>	mw + .15					
2951 - 3550 hrs	<b>\$16.75</b>	mw + .20					
3551 - 4150 hrs	<b>\$16.80</b>	mw + .25					
4151 - 4650 hrs	<b>\$16.85</b>	mw + .30					
4651 - 5150 hrs	<b>\$16.90</b>	mw + .35					
5151 + hrs	<b>\$18.00</b>		<b>\$18.50</b>	<b>\$19.00</b>	<b>\$19.45</b>	<b>\$19.85</b>	<b>\$20.20</b>

Part time clerk (non-student) employees hired prior to April 7, 2024 and who have achieved a minimum of 5151+ hours worked as of April 7, 2024, shall receive the following wage increases on the applicable date:

Effective 4 weeks following DOR, 2023

\$1.00 cents per hour

Effective the first full pay week following July 14, 2024

\$0.50 cents per hour

Effective the first full pay week following July 13, 2025

\$0.50 cents per hour

Effective the first full pay week following July 12, 2026

\$0.45 cents per hour

Effective the first full pay week following July 11, 2027

\$0.40 cents per hour

Effective the first full pay week following July 09, 2028

\$0.35 cents per hour

MW = Minimum Wage

## **PART-TIME SIGNING BONUS**

Effective within four (4) weeks of DOR, part-time employees active on the payroll and at or above the end rate of pay as of DOR will receive a signing bonus of five hundred dollars (\$500.00) less statutory deductions.

Effective within four (4) weeks of DOR, part-time employees and part-time student employees active on the payroll and not at or above the end rate of pay as of DOR will receive a signing bonus of one hundred dollars (\$100.00) less statutory deductions.

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

The following minimum hourly rates of pay will apply to all part-time employees under 18 years old:

<b>Number of Hours</b>	<b>Date of ratification</b>
<b>0 - 850 hrs</b>	<b>SMW</b>
<b>851 - 1600 hrs</b>	<b>SMW+\$0.05</b>
<b>1601 - 2350 hr</b>	<b>SMW+\$0.10</b>

SMW = Student Minimum Wage

Upon reaching their 18th birthday or achieving Two thousand Three hundred and Fifty-One (2351) hours worked part-time clerks who are on this progression will be moved to the regular part-time wage progression according to their full accumulated hours of work.

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

- 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 their 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 hour.

- (c) 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 (15) minute breaks with pay.

- b) Where an employee is working a daily shift of more than six (6) hours, they 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 (\$0.50) cents per hour for all hours worked. Effective September 20, 2016, the Employer contribution shall increase to fifty-eight (\$0.58) cents per hour.

Effective on the date of ratification, each employee shall contribute twenty (\$0.20) cents per hour for all hours worked. Effective September 20, 2015, each employee shall contribute twenty-two (\$0.22) cents per hour for all hours worked. Effective September 20, 2016, each employee shall contribute twenty-four (\$0.24) 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 (\$0.35) cents per hour for all hours worked. Effective January 11<sup>th</sup> 2004, the contribution shall be increased to forty (\$0.40) cents per hour; effective January 9<sup>th</sup> 2005, the contribution shall be increased to forty-five (\$0.45) cents per hour. Effective September 20, 2012, the Employer shall contribute to the Canadian Commercial Workers' Industry Pension Plan an amount of sixty-eight (\$0.68) cents per hour for all hours worked.

"Effective July 1<sup>st</sup>, 2015, the Employer shall increase their contribution to the Canadian Commercial Workers' Industry Pension Plan by twenty cents (\$0.20) to eighty-eight (\$0.88) cents per hour for all hours worked.

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

## **APPENDIX "C" – Pharmacy**

### **UFCW Canada, Local 1006A & Various YIG Franchisees**

#### **Stores Involved**

Jonsson's YIG – 25 Ferrara Drive, Smiths Falls, Ontario

Baxtrom's YIG – 31 Ninth St. East, Cornwall, Ontario

McDowell's YIG – 400 Dundas Str. E., Belleville, Ontario

Dessureault's YIG – 1619 Orleans Ave., P.O. Box 58005, Orleans, Ontario

Parker's YIG – 1 Laurentian Avenue, North Bay, Ontario

Asselin's YIG – 1560 Cameron Street, Hawkesbury, Ontario

Rowland's YIG – 1244 Highway 21, Saugeen Shores Port Elgin, Ontario

Rome's YIG – 44 Great Northern Road, Sault Ste-Marie, Ontario

Wilson's YIG – 2681 Alta Vista Drive, Ottawa, Ontario

The Pharmacy employees of each particular store are governed by the provisions of the collective agreement for full time and part time employees unless they are modified by the following provisions:

#### **Recognition Clause**

Pharmacists and Regulated Pharmacy Technicians are excluded from the bargaining unit.

*(Memorandum Note: Pharmacist interns shall be deemed over and above and are excluded)*

#### **Probation**

There shall be a probationary period for each new full time and part time employee of the pharmacy of sixty (60) shifts worked.

#### **Seniority**

The Pharmacy is a separate seniority department and employees from other areas of the store are not entitled to work in the pharmacy. For clarity, pharmacy employees shall not perform work other than in the Pharmacy department.

## **Hours of Work**

Sunday shall be part of the regular workweek for all employees.

Part-time employees can work more than their normal hours per week in accordance with the exceptions listed in each YIG agreement respectively and in the following circumstances:

1. If there is an industry shortage of pharmacy employees and the employer is actively recruiting.
2. During Flu season, allergy season and other peak periods in the pharmacy department.

## **Wage Schedules**

The full time Clerk and the part time clerk scale of the applicable collective agreement shall apply. Upon implementation of this agreement employees will be slotted into the applicable wage scale based on their hours worked or for full time based on their full-time seniority date. Any employee currently earning more than the applicable wage scale shall have their wage rate red circled. Their rate of pay shall be red circled until such time as their applicable wage scale entitles them an increase, at which point they shall progress on the wage progression.

## **Pharmacy Assistants**

AS a result of ongoing changes within the pharmacy industry and legislation aimed at increasing pharmacy patient safety the following shall apply to pharmacy operations covered by this agreement.

The term "Pharmacy Technician" shall be used in reference to out-of-scope government regulated Pharmacy Technicians only. Current and future in-scope employees of the pharmacy will be titled as "Pharmacy Assistants" or "Pharmacy Clerks".

A Pharmacy Assistant shall be defined as an employee who possesses the demonstrated knowledge and ability to manage a new prescription from intake to the Pharmacist/Pharmacy Technician's sign off. A standardized Employer designed and administered Pharmacy Assessment (known as the Standardized Pharmacy Assessment) will be used to assess the above. Employees hired externally or from within the store must also pass the Standardized Pharmacy Assessment in order to work as a Pharmacy Assistant. Pharmacy Assistants shall be

paid a minimum of one dollar (\$1.00) per hour more than they would otherwise be paid as a Pharmacy Clerk. The Employer shall determine the Pharmacy Assistant staffing requirements in its sole discretion. All employees currently working in the Pharmacy as a Pharmacy Assistant are being provided the opportunity to write the standardized pharmacy assessment and if they pass they will be paid a minimum of an extra one dollar (\$1.00) per hour.

A Pharmacy Clerk shall be defined as an employee who works within the pharmacy but is not assigned to perform the full normal duties of a Pharmacy Assistant. The minimum hourly rates of pay for Pharmacy Clerks are the same minimum hourly rates of pay applicable to other clerk classifications covered by this collective agreement.

A Pharmacy Clerk may express an interest in becoming a Pharmacy Assistant and they will be afforded the opportunity to do so provided that they are able to demonstrate the knowledge and ability to manage a new prescription from intake to the Pharmacist/Pharmacy Technician's sign off (as determined by the Standardized Pharmacy Assessment) and provided that there is a suitable opening as determined by the Employer.

It is understood that the Pharmacy Assistant classification and associated scheduling will be introduced over time and that until such time as the Standardized Pharmacy Assessment can be completed all current in-scope pharmacy employees will be classified and paid as Pharmacy Clerks. No current pharmacy employee shall experience a reduction in their rate of pay as a result of the implementation of these changes.

### **Health and Welfare**

Employees subject to the terms of this appendix shall continue to participate in the Retail Hourly National Benefits Plan. The terms and conditions of this Plan are subject to change by the Employer from time to time.

### **Pension Plan**

Employees subject to the terms of this Appendix shall continue to participate in the Retail Hourly National Pension Plan. The terms and conditions of this plan are subject to change by the Employer from time to time.

## **LETTER OF UNDERSTANDING NO. 1**

September 21, 2023

Mr. Wayne E. 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,

J. Baxtrom  
BAXTROM'S INDEPENDENT GROCER

## **LETTER OF UNDERSTANDING NO. 2**

September 21, 2023

Mr. Wayne E. 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,

J. Baxtrom  
BAXTROM'S INDEPENDENT GROCER

## **LETTER OF UNDERSTANDING NO. 3**

September 21, 2023

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

### **Re: BAXTROM'S Independent Grocer**

The Employer agrees to designate two (2) existing full-time employees to the position of Assistant Department Manager in the BAXTROM'S Your Independent Grocer store. The Assistant Department Manager positions will be in the bargaining unit and these positions will be paid a premium of one dollar (\$1.00) per hour above the designated employees' prevailing rate of pay. The parties both agree that the General Merchandise Manager position is excluded from the bargaining unit.

Yours very truly,

J. Baxtrom  
BAXTROM'S INDEPENDENT GROCER

## **LETTER OF UNDERSTANDING NO. 4**

September 21, 2023

Mr. Wayne E. 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 in Cornwall, the Employer shall recognize the United Food and Commercial Workers Canada, 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,

J. Baxtrom  
BAXTROM'S INDEPENDENT GROCER

## **LETTER OF UNDERSTANDING NO. 5**

September 21, 2023

Mr. Wayne E. 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,

J. Baxtrom  
BAXTROM'S INDEPENDENT GROCER

## **LETTER OF UNDERSTANDING NO. 6**

September 21, 2023

Mr. Wayne E. 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,

J. Baxtrom  
BAXTROM'S INDEPENDENT GROCER

## **LETTER OF UNDERSTANDING NO. 7**

September 21, 2023

Mr. Wayne E. 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,

J. Baxtrom  
BAXTROM'S INDEPENDENT GROCER

## **LETTER OF UNDERSTANDING NO. 8**

September 21, 2023

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

### **Re: Ontario Minimum Wage – Part Time Employees**

Effective September 20, 2024, in the event the Ontario Provincial Government increases minimum wage in excess of the negotiated wage increase, the Employer agrees to add the differential to those employees who are at top rate or over-scale on the date the government makes the increase effective. The increase will be implemented the Sunday following the governments announced effective date.

For clarity, If a top rate or over-scale employee receives a forty (\$0.40) cent contract wage increase in July, and the Provincial Government declares a fifty (\$0.50) cent increase to the minimum wage the following October, the Company will increase the employee's wage by ten (\$0.10) cents the Sunday following the governments announced effective date.

Yours very truly,

J. Baxtrom  
BAXTROM'S INDEPENDENT GROCER

## **LETTER OF UNDERSTANDING NO. 9**

September 21, 2023

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

### **Re: Shift Marketplace (PART TIME)**

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

- (a) A pool of unfilled work shifts may be made available to interested part-time employees (“Shift Marketplace”).
- (b) Interested part-time employees may select work shift assignments from the Shift Marketplace on a first-come-first-serve basis, provided they have skill, ability, knowledge to perform the work and are available.  
  
Selection of work shift assignments shall not be unreasonably denied.
- (c) Unfilled work shifts are defined as those that were not scheduled or assigned to employees through the posted work schedule.
- (d) Part-time employees may select shift assignments such that their combined total weekly hours (through posted work schedule(s) and Shift Marketplace) do not exceed a maximum of forty (40) hours per week.

Yours very truly,

J. Baxtrom  
BAXTROM'S INDEPENDENT GROCER

## **LETTER OF UNDERSTANDING NO. 10**

September 21, 2023

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

### **Re: Starbucks – Baxtrom's Your Independent Grocer**

As was discussed upon launch, the Employer had been planning to contract out the coffee bar business to be operated by Starbucks. However, the Employer is prepared to operate the Starbucks outlet provided the Employer can exclude a Starbucks Manager position and schedule employees in the coffee bar on one schedule. For clarity, the excluded Department Manager will not perform work outside of the department they are managing.

It is further understood that all employees who work in the Starbucks Coffee bar, but for one excluded Starbucks Department Manager, carrying on business as Starbucks will be members of the bargaining unit and covered by the terms and conditions of the collective agreement.

Yours very truly,

J. Baxtrom  
BAXTROM'S INDEPENDENT GROCER

## **LETTER OF UNDERSTANDING NO. 11**

September 21, 2023

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

### **Re: Part Time Vacation**

The Parties have discussed the way in which vacation pay is paid to Part-Time employees. Specifically, the Parties hereby agree that vacation pay accrued by Part-Time employees during a pay period may be paid out on the payday for that pay period.

Part-Time employees may elect to set-up a secondary bank account into which they may apportion an amount equal to all, or a portion, of their vacation pay via direct deposit.

Yours very truly,

J. Baxtrom  
BAXTROM'S INDEPENDENT GROCER

## Notes

## Notes



# MEMBER DISCOUNTS

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