

AGREEMENT this 16th day of July, 2023

B E T W E E N:

2197297 ONTARIO LIMITED (Heidi's Independent Grocer)

(hereinafter called the "Employer")

- and -

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 1006A

(hereinafter called the "Union")

WITNESSETH and is hereby agreed as follows:

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE.....	1
ARTICLE 2 – RECOGNITION	1
ARTICLE 3 – UNION SECURITY	1
ARTICLE 4 – FUNCTIONS OF MANAGEMENT	2
ARTICLE 5 – DISCHARGE AND DISCIPLINE	3
ARTICLE 6 – DISCRIMINATION AND HARASSMENT.....	3
ARTICLE 7 – UNION SHOP CARDS	4
ARTICLE 8 – UNION PRIVILEGES.....	4
ARTICLE 9 – SHOP STEWARDS.....	5
ARTICLE 11 – HOURS OF WORK AND OVERTIME.....	8
ARTICLE 12 – STATUTORY HOLIDAYS	11
ARTICLE 13 – VACATIONS	12
ARTICLE 14 – WORKPLACE SAFETY AND INSURANCE ACT	13
ARTICLE 15 – GRIEVANCE AND ARBITRATION.....	14
ARTICLE 16 – WAGES	16
ARTICLE 17 – CO-OPERATION	19
ARTICLE 18 – PART-TIME HELP	19
ARTICLE 19 – NO STRIKE, NO LOCK-OUT.....	19
ARTICLE 20 – HEALTH AND SAFETY	19
ARTICLE 21 – NOTICE OF ABSENCE AND LEAVE OF ABSENCE	19
ARTICLE 22 – BEREAVEMENT PAY.....	21
ARTICLE 23 – RETRO-ACTIVITY	22
ARTICLE 24 – NOT TO BE UNLAWFUL.....	22
ARTICLE 25 – GENERAL.....	22
ARTICLE 26 – TERM OF AGREEMENT.....	23
APPENDIX "A" – PART-TIME EMPLOYEES.....	24
ARTICLE 1 – PURPOSE.....	24
ARTICLE 2 – RECOGNITION	24
ARTICLE 3 – SENIORITY AND UNION SECURITY.....	24
ARTICLE 4 – HOURS OF WORK.....	25
ARTICLE 5 – HOURS OF WORK AND OVERTIME.....	27
ARTICLE 6 – STATUTORY HOLIDAYS	27
ARTICLE 7 – VACATIONS	28
ARTICLE 8 – LEAVE OF ABSENCE – BEREAVEMENT.....	28
ARTICLE 9 – WAGES	29
ARTICLE 10 – REST PERIODS	32
ARTICLE 11 – WORKING CONDITIONS.....	32
ARTICLE 12 – NOT SCHEDULED ON PAYROLL.....	33
APPENDIX "B" – FULL-TIME BENEFITS	34
APPENDIX "C" – PART-TIME BENEFITS.....	36
Re: Employee Request.....	37
Re: Statutory holiday	38
Re: Store Closure.....	39
Re: Printing of Collective Agreement:	40
Re: Time Missed due to Illness:	41
Re: Shift Marketplace (PART TIME):.....	42

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, CAO Manager, Bookkeeper, part-time bookkeeper, Owner/Manager and persons above the rank of Owner/Manager.
- 2.02 A full-time employee covered by this agreement shall be an employee who is on the full-time seniority list who is normally scheduled to work 40 hours each week, over a 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. No part-time employee shall work in excess of twenty-four (24) hours in any week, except as permitted by Article 4.04 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, except where the dismissal was arbitrary or discriminatory.
- 3.06 The Employer agrees to forward to the Union Office twice a year (June 1st and December 1st), and that the home address, phone number, employment status, and social insurance number will be provided subject to the employee consenting to the use of their social insurance number.

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 co-operate 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 an Arbitrator if the matter is referred to Arbitration
- (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/or violence in the workplace shall remain on an employee's file for twenty-four (24) 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 partnership status, family status, disability, gender identity, gender expression, 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.

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 Company agrees to recognize a committee comprised of two (2) 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 shall have the right to appoint Shop Steward(s) for the store.
- 9.02 The Employer will consider allowing the stewards to attend any union function that is scheduled by the union office up to a maximum of three (3) days in a calendar week provided the Employer is notified at least seven (7) days in advance. Any absences that may be required beyond three (3) days will be considered on an individual basis. The Employer's agreement will not be unreasonably withheld. The Employer agrees to allow stewards and/or other union members selected by the Union, time off to attend activities authorized by the Union; the Employer's agreement will not be unreasonably withheld, however if two employees are from the same department, they may not both be entitled to attend. The Union agrees to reimburse the Employer 100% of the wage costs for such time. For clarity, vacation replacement would be a valid reason for denying such leave.

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, 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 at each store. 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) years' service at a store will be given one (1) weeks' notice of lay-off or one (1) week's pay in lieu of notice. Employees with more than one (1) years' 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) Notwithstanding article 10.01, lay-off and re-employment shall be based on store seniority, availability, qualifications and ability to perform the work.

10.04 Seniority lists for full-time employees shall be posted by the Employer quarter annually.

10.05 (a) Persons outside the bargaining unit returning to the bargaining unit shall return to a position no higher than their former position in the bargaining unit.

- (b) Persons returning to or entering the bargaining unit, shall not cause the demotion of employees within the bargaining unit.

- (c) Anyone promoted to a management position prior to the date of ratification of this Agreement (May 29, 2005) will maintain bargaining unit seniority based on their length of service within the bargaining unit.

Notwithstanding 10.05(b), anyone promoted to a non-union Management position subsequent to the date of ratification (May 29, 2005) of this collective agreement, will continue to accumulate bargaining unit seniority for six (6) months following the promotion, after which time the employee shall have no bargaining unit seniority.

Should the resulting full-time vacancy occur in a bargaining unit position, such vacancy, if filled, will be filled on a temporary basis for up to six (6) months, and thereafter on a permanent basis, should the person vacating the position elect to remain in the non-union position. For clarity, the resulting vacancy would be filled in accordance with article 10.08 of the main body of the agreement.

- (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) are discharged for cause;
- (c) are absent from work for more than three (3) consecutive working

days without a valid reason or without prior notification to the Employer;

- (d) are absent from work due to sickness or disability for more than three (3) 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;
- (e) fail 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) fail to return to work upon the conclusion of a leave of absence unless their failure to return is for reasonable cause;
- (g) fail to take a medical examination by a qualified medical practitioner when requested by the Employer;
- (h) are 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) use an approved leave of absence for purposes 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.

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 seniority, availability, ability and qualifications to perform the work. In the event an existing full-time clerk (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 in grocery / produce 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 5 working days. All interested employees will be eligible to apply for such positions in writing.

(c) In the event there is a full-time employee absent for more than sixty (60) days, the Employer agrees to the following:

- Offer to the most senior interested full-time clerk in the department, the opportunity to replace a department manager, and the premium of article 16.05 (a) would apply;
- Offer the most senior interested part-time employee in the department to work up to forty hours for the duration of the

vacancy. It is agreed that a premium of forty cents (.40) per hour will apply to all hours worked over 24 in a given week for any week after the sixty (60) day period.

- 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 a different department in a position that is either equal to or lower rated, provided they have the necessary ability and qualifications to perform the work. Where the laid off employee has previous experience in another department, 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 that time of their lay off or the end rate of their part-time wage progression.

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 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 Employees are expected to attend work regularly. When unable to attend, the Manager, or designate must be notified, at least two (2) hours prior to the commencement of their scheduled shift, if possible, giving the reason why the employee is unable to attend, when they expect to return to work and how the Owner or designate can call them

relative to their absence. When an employee on night crew is unable to attend, the Manager or designate must be notified prior to 8 p.m. with the reason why the employee is unable to attend, when they expect to return to work, and how the Owner or designate can call them relative to their absence.

- 11.02 The basic work week 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 10:30 p.m. 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 thirty cents (30¢) per hour premium for all hours worked beyond normal store closing time.

- 11.03 (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. Employees hired or promoted to full-time following March 15, 2009 shall receive one and one-half (1 ½) times their regular hourly rate for all hours worked. Part-time employees who were on the payroll as of March 15, 2009 and are promoted to full-time shall continue to receive two (2) times their regular hourly rate of pay. Sunday work shall be on a voluntary basis.
- (c) i) The Employer agrees that the store will not be opened for customer shopping convenience on Sundays unless legally permitted to do so under the Retail Business Holidays Act.
- ii) For employees hired prior to March 15, 2009, Sunday work shall be over and above the forty (40) hour work week for full-time employees unless mutually agreed otherwise between the owner and the employee concerned. For employees hired after March 15, 2009, Sunday work may become part of the regular work week. Sunday work shall be part of the twenty-four (24) hours per week for part-time

employees, except for part-time employees working the Night Shift, where Sunday work shall be over and above the regular workweek.

Sunday work is voluntary for employees hired prior to March, 15, 2009. Any employee who volunteers and is scheduled to work on a Sunday shall be paid their regular hourly rate plus \$1.00 premium for every hour worked unless such hours command a higher payment pursuant to legislation then the \$1.00 per hour premium will not apply. Sunday work is not voluntary and the \$1.00 premium shall not apply to employees hired after March 15, 2009.

- (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 two (2) times the standard rate of pay for such hours and all such work shall be on a voluntary basis.
 - (e) The employer may schedule staff meetings and/ or training sessions of up to 2 hours duration not more than four (4) times per calendar year. Employees who have legitimate reasons and are unable to attend the scheduled meeting shall be accommodated by a secondary meeting. For clarity, the rate payable is the straight time, etc.
- 11.04 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.
- 11.05 Employees will be allowed two (2) full days off each week. An employee's day off and their schedule of daily hours shall be posted not later than 4:00 pm on Wednesday of 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.
- 11.06 Employees may be designated to work two (2) nights per week for customer shopping convenience after 6:00 p.m.

Full-time employees will be given two (2) consecutive days off at least one weekend in every six (6) (i.e. Saturday and Sunday, or Sunday and Monday) and shall be given one Saturday off at least once every eight (8) weeks.

- 11.07 The Owner agrees that the store will not be open on the evening of Christmas Eve, Christmas Day or the evening of New Year's Eve.
- 11.08 All employees will report to their workstation ready to commence work at the beginning of their scheduled shift. All employees are required to swipe at the beginning and end of each shift, as well as at the beginning and end of each meal period. There shall be a grace period of five (5) minutes at the beginning and end of each employee's shift for the purpose of payroll calculation. Employees will be paid overtime for any time worked beyond their scheduled hours subject to the overtime being requested and/ or approved by the Owner or designate.

ARTICLE 12 – STATUTORY HOLIDAYS

- 12.01 The following holidays shall be recognized as legal holidays:

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

Employees hired prior to May 26, 2013 shall also be eligible for the Civic Day holiday.

- 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.
- 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 has been absent for more than one (1) year 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 – WORKPLACE SAFETY AND INSURANCE ACT

14.01 The Employer agrees that it will continue to be enrolled under the provisions of the ***Workplace Safety and Insurance Act*** 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.

14.02 The Employer agrees to provide the Union with employee accident and injury information as per the provisions of the Occupational Health & Safety Act.

14.03 The Employer and the Union agree that they mutually desire to maintain high standards of health and safety in the workplace in order to prevent injury and illness.

A joint health and safety committee shall be established in accordance with the Occupational Health & 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 frequency of meetings shall be as required by law.

- 14.04 The Employer agrees the Union will be invited to participate in any meeting held with an employee regarding the Employer's duty to ***accommodate such employee in the workplace.***

ARTICLE 15 – GRIEVANCE AND ARBITRATION

- 15.01 Either 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.

Grocery-Produce Clerk, Cashier, Wrapper, Service, Receiver, Assistant Produce Manager

*An hourly premium in the amount of one dollar (\$1.00) will be paid to the Receiver and Assistant Produce Manager above the full-time hourly rate of pay.

CLERK/ CASHIER	July 16, 2023	May 26, 2024	May 26, 2025	May 26, 2026	May 26, 2027
Start	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
6 months	\$17.25	\$17.25	\$17.25	\$17.25	\$17.25
12 months	\$17.50	\$17.50	\$17.50	\$17.50	\$17.50
18 months	\$17.75	\$17.75	\$17.75	\$17.75	\$17.75
24 months	\$18.75	\$19.25	\$19.65	\$20.00	\$20.35

MEAT CUTTER	July 16, 2023	May 26, 2024	May 26, 2025	May 26, 2026	May 26, 2027
Start	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00
6 months	\$18.25	\$18.25	\$18.25	\$18.25	\$18.25
12 months	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50
18 months	\$18.75	\$18.75	\$18.75	\$18.75	\$18.75
24 months	\$20.05	\$20.55	\$20.95	\$21.30	\$21.65

MANAGERS	July 16, 2023	May 26, 2024	May 26, 2025	May 26, 2026	May 26, 2027
PRODUCE	\$22.75	\$23.25	\$23.65	\$24.00	\$24.35
MEAT	\$22.75	\$23.25	\$23.65	\$24.00	\$24.35
DELI	\$20.55	\$21.05	\$21.45	\$21.80	\$22.15
BAKERY COMBINATION	\$20.55	\$21.05	\$21.45	\$21.80	\$22.15
DELI/BAKERY	\$20.55	\$21.05	\$21.45	\$21.80	\$22.15
NIGHT CREW	\$20.55	\$21.05	\$21.45	\$21.80	\$22.15
SERVICE	\$20.55	\$21.05	\$21.45	\$21.80	\$22.15

Full-time Signing bonus:

Effective within four (4) weeks of date of ratification (July 16, 2023), full-time employees active on the payroll as of date of ratification will receive a signing bonus of four-hundred dollars (\$400.00) less statutory deductions.

Wages:

All full-time employees that are active 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 date of ratification (July 16, 2023)	\$0.70 cents per hour
Effective the first full pay week following May 26, 2024	\$0.50 cents per hour
Effective the first full pay week following May 26, 2025	\$0.40 cents per hour
Effective the first full pay week following May 26, 2026	\$0.35 cents per hour
Effective the first full pay week following May 26, 2027	\$0.35 cents per hour

In the event that a wage increase results in an employee being on an "off rate" wage rate within his classification, it is understood that the employee will still have to acquire the appropriate service to advance on the existing full-time wage progression.

Notwithstanding the wage progression 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 of pay until their **service** with the employer would permit them an increase in their rate of pay in accordance with the wage progression.

Retroactivity

No aspect of this Collective Agreement shall be applied retro-actively except as specifically noted herein.

RRSP

The full-time RRSP contributions will be increased as follows:

- effective on the first pay week following November 7, 2010
 - ten (10) cents to sixty cents (\$0.60) per hour.
- effective on the first pay week following November 7, 2011
 - ten (10) cents to seventy cents (\$0.70) per hour.

In the event that the registered pension plan is implemented during the term of this agreement, the contributions to the personal RRSP shall cease, and employees will be enrolled in such pension plan.

- 16.02 Notwithstanding the above a full-time employee currently moving through the progression will receive an amount equal to the end rate increases for the balance of the progression they are currently at and then shall proceed on the wage grid as set out in the collective agreement.
- 16.03 Those employees who are paid a rate of pay beyond the end rates shall receive those increases set out above.
- 16.04 The Company may, from time to time, introduce incentive programs in addition to the prevailing wage schedules.
- 16.05 (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 an Assistant Store Manager and all department Managers and Night Crew Chief, they shall be paid the appropriate rate of pay for that classification to a maximum of two dollars (\$2.00) per hour retroactive 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) Notwithstanding the paragraph in article 16.01 regarding the increase in minimum wage, when the Owner chooses to pay an employee more than the rate in their classification corresponding to their service, either upon hire or afterwards, such employee shall, for the purpose of wage progression only, receive increases in accordance with the wage schedule and be deemed to have the appropriate service.

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 cooperate 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, except as specified in Appendix "A", Article 4.04.

ARTICLE 19 – NO STRIKE, NO LOCK-OUT

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

ARTICLE 20 – HEALTH AND SAFETY

- 20.01 First Aid Kits shall be provided and maintained in the store.

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, at least two (2) hours prior to the commencement of the scheduled shift of the employee, if possible, 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 less from a duly qualified medical practitioner upon their return to work. It is understood between the Union and the Owner that this provision will be acted upon only by the Industrial Relations Department.

The Employer agrees to pay an employee the cost of medical documentation and/or certificates when requested by the Employer or any third party representing the Employer. For clarity, this is to cover but is not limited to work notes and insurance requests.

- 21.02 The Owner may grant a 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 their vacation period.
- 21.03 ***The Employer will comply with all leaves of absence as set out in the Employment Standards Act, 2000 as amended from time to time. When leave is granted, there shall be no loss of seniority. During such leave of absence, wage adjustments under the automatic progression schedule shall cease.***
- 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 Arbitration Board 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 its opinion. In determining this question, the Board shall consider the nature of the offence 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. When such leave is granted, there shall be no loss of seniority.
- (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.

ARTICLE 22 – BEREAVEMENT PAY

- 22.01 Should a bereavement occur in an employee's immediate family (parent, parent-in-law, spouse, child, brother, sister, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepmother, stepfather, common-law spouse with whom the employee has been residing with for at least two (2) years, 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 calendar days. For clarity, the employee will be paid only for those days they were scheduled to work. Should the employee require additional time off, the Employer may grant such additional time off without pay.

22.02 A full-time employee will be given one (1) day off, with pay, to attend the funeral of an aunt or uncle, provided they were scheduled to work that day. A full-time employee will be given one (1) day off, without pay, to attend the funeral of a niece or nephew, provided they were scheduled to work that day.

22.03 *In the event a cremation, burial or memorial is deferred to a later date, an employee may defer and use one of their allotted bereavement days on the later date, provided they give notice to the Employer. In such circumstances, the Employer may adjust the employee's schedule for the week in which the deferred bereavement day is taken.*

ARTICLE 23 – RETRO-ACTIVITY

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 A full-time boot allowance, if required by a government agency, will be reimbursed (with receipts) up to \$100 every year. A part-time boot allowance, if required by a government agency, will be reimbursed (with receipts) up to \$80.00”


- 25.03 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 40 cents per kilometer.
- 25.04 The Employer shall provide all full-time employees with three (3) shirts and two (2) pairs of pants, and part-time employees with two (2) shirts and one (1) pair of pants. These will be replaced when needed due to normal wear and tear occurring at the work place.

ARTICLE 26 – TERM OF AGREEMENT

- 26.01 (a) This Agreement shall come into force and effect on **July 16th, 2023** and shall continue until **May 26th, 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.

DATED AT PETROLIA, this 16th day of July, 2023.


On behalf of the Employer


Heidi Soudant

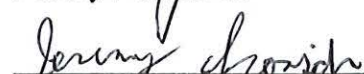
On behalf of the Union


Wayne E. Hanley


Dan Gilbert


Greg Penner


Penny Patterson


Jeremy Ironside

APPENDIX "A" – PART-TIME EMPLOYEES

ARTICLE 1 – PURPOSE

- 1.01 The provisions contained in Article 1, 2, 3 (except 3.05), 4, 5, 6, 7, 8, 9, 10.05, 10.07, 10.08 (a) and (b), **11.01**, 11.02, 11.03 (c), **11.04**, 11.07, 12.03, 14, 15, 16.07, 17, 18, 19, 20, 21, 23, 24, 25, 26 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 twenty-four (24) hours per week or less. Part-time bookkeeper is excluded from the bargaining unit.

ARTICLE 3 – SENIORITY AND UNION SECURITY

- 3.01 (a) A part-time employee must serve a probationary period of seventy-five (75) worked days or six (6) calendar months, whichever comes first. Such probationary employee shall be considered an employee for all purposes of the agreement save and except that a probationary employee may be dismissed at any time during the probationary period.
- (b) A seniority list for part-time employees will be updated where applicable and posted semi-annually.
- 3.02 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.

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 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 at least two (2) hours prior to their scheduled starting time, if possible, giving the reason why they are unable to attend. When a night crew employee is unable to attend work, the employee must notify the Owner or designate prior to 8 p.m. giving the reason why they are unable to attend.

4.03 (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 twenty-four (24) hours, 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 **4.03 (a)** will result in the schedule of daily hours being posted by not later than 4:00 pm on Wednesday 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 and/ or training sessions of up to 2 hours duration not more than four (4) times per calendar year. Employees who have legitimate reasons and

are unable to attend the scheduled meeting shall be accommodated by a secondary meeting. For clarity, the rate payable is the straight time, etc.

4.04 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 twenty-four (24) hours per week, 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 July and August;
- 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.

4.05 (a) In the event that a part-time employee works more than 24 hours in a given week for reasons other than as outlined in Article **4.04** they shall be paid a bonus of forty cents (\$.40) per hour for all such hours worked in excess of twenty-four hours.

- (b) Part-time employees who perform work in the cash office or for the cash office will be paid a premium of fifty cents (\$.50) for each hour of work performed. For clarity, said part-time employee will receive the premium for the entire scheduled shift.

4.06 *Part-time employees may swap their existing scheduled of 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 5 – HOURS OF WORK AND OVERTIME

5.01 The provisions of Article 11.01, 11.03, 11.04 of this Agreement will apply.

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.

All employees will report to their workstation ready to commence work at the beginning of their scheduled shift. All employees are required to swipe at the beginning and end of each shift, as well as at the beginning and end of each meal period. There shall be a grace period of five (5) minutes at the beginning and end of each employee's shift for the purpose of payroll calculation.

Employees will be paid overtime for any time worked beyond their scheduled hours subject to the overtime being requested and/ or approved by the Owner 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:

- (i) three (3) months' service with the Owner;
- (ii) worked at least thirty-two (32) hours during the four (4) weeks immediately preceding the week during which the legal holiday occurs;
- (iii) worked on 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 (a) Employees with less than five (5) years' seniority shall receive Vacation Pay Allowance of four percent (4%) of their earnings during the previous calendar year. Employees with five (5) or more years' service as at March 1st of the current year shall receive Vacation Pay Allowance of six (6%) percent of their earnings during the previous calendar year.

(b) 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.

7.02 The Owner may grant a leave of absence without pay up to a maximum of four (4) weeks' duration to an employee for vacation purposes. Such request and permission shall be in writing. When a leave of absence is granted, there shall be no loss of seniority. A claim that the Owner unjustly withheld permission to grant such leave of absence may be made the subject of a grievance and processed accordingly.

Part-time employees will be required to submit their vacation intentions by April 1st each year.

ARTICLE 8 – LEAVE OF ABSENCE – BEREAVEMENT

8.01 Should a bereavement occur in the immediate family or aunt or uncle of an employee, who has completed their probationary period, the employee will be given time off with pay on the day of the funeral for all hours they were scheduled that day. Immediate family shall be defined in Article 22 of the main body of this Collective Agreement.

Such an employee who is scheduled to work in excess of twenty-four (24) hours in the week in which the bereavement occurs shall be entitled to bereavement leave with pay as set out in Article 22 of the main body of this Collective Agreement.

Employees will be given one (1) day off, without pay, to attend the funeral of a niece or nephew, provided they were scheduled to work that day.

8.02 The Employer may grant a leave of absence for educational purposes to part-time employees for out of town studies. Educational leaves of absence shall be limited to one (1) per department and up to three (3)

from the Front End. All requests must be submitted in writing no later than July 1st of each year.

ARTICLE 9 – WAGES

Part-Time Wages

The following rates of pay will become effective first full pay week following ***Date of Ratification (July 16, 2023)***:

NEW PART-TIME CLERK WAGE PROGRESSION						
Hours	July 16, 2023	Formula	May 26, 2024	May 26, 2025	May 26, 2026	May 26, 2027
0 – 850 hrs	\$15.50	New MW				
851 - 1600 hrs	\$15.55	mw + .05				
1601 – 2350 hrs	\$15.60	mw + .10				
2351 – 2950 hrs	\$15.65	mw + .15				
2951 – 3550 hrs	\$15.70	mw + .20				
3551 – 4150 hrs	\$15.75	mw + .25				
4151 – 4750 hrs	\$15.80	mw + .30				
4751 – 5350 hrs	\$15.85	mw + .35				
5351 – 5750 hrs	\$15.90	mw + .40				
5751 + hrs	\$16.65		\$17.15	\$17.55	\$17.90	\$18.25

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

Re: Ontario Minimum Wage – Part-Time Employees

Effective May 26, 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 Government's announced effective date.

For clarity, if a top rate or over-scale employee receives a 40-cent contract wage increase in May, and the Provincial Government declares a 50-cent increase to the minimum wage the following October, the Company will increase the employee's wage by 10 cents the Sunday following the Government's announced effective date.

**Effective the first full pay week
following May 26, 2027**

\$0.35 cents per hour

In the event that a general wage increase places an employee in an off rate within their classification, it is understood that the employee will still have to acquire the appropriate number of hours to advance on the progression scale.

Retroactivity

No aspect of this Collective Agreement shall be applied retro-actively except as specifically noted herein.

RRSP

Effective on ratification, all part-time employees have the opportunity to participate in a group RRSP program. Payment towards the RRSP shall be on a shared basis as follows:

All part-time employees will be eligible to participate in a group RRSP. A part-time employee may contribute \$0.10 per hour, and the Company shall match such contribution. In the event the employee does not make a contribution, the Employer will have no obligation to make payments towards the RRSP. All funds paid into the RRSP shall not be withdrawn from the RRSP as long as the employee remains in the employ of the Company.

The part-time RRSP contributions will be as follows:

- effective on the first pay week following November 7, 2009 – increase to fifteen cents (\$0.15) per hour;
- effective on the first pay week following November 7, 2010 – increase to twenty-five cents (\$0.25) per hour for employees that have worked more than 6501 hours.

In the event that the registered pension plan is implemented during the term of this agreement, the contributions to the personal RRSP shall cease, and employees will be enrolled in such pension plan.

9.02 Notwithstanding the wage progression for part-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 of pay until their hours worked with the employer would permit them an increase in their rate of pay in accordance with the wage grid.

9.03 (a) The Owner may from time to time, introduce incentive programs in addition to the prevailing wage schedules.

- (b) Notwithstanding article 9.03, when the Owner chooses to pay an employee more than the rate in their classification corresponding to their hours worked, either upon hire or afterwards, such employee shall, for the purpose of wage progression only, receive increases in accordance with the wage schedule and be deemed to have the appropriate hours.
- (c) Employees who are receiving rates of pay in excess of the rate set out in the wage schedules mentioned above, shall receive an amount equal to the end rate increases when they come into effect.
- (d) 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.
- (e) A part-time meat cutter will commence at 4451 hours rate of pay and progress from that point on in the part-time wage progression.
- (f) No wage will be reduced during the life of this agreement as a result of a reduction in the Provincial Minimum wage.

9.04 For all part-time employees who are on the hours worked wage progression, the Employer will record the total accumulated hours on the employee's weekly pay stub provided that the company who does its payroll has the ability to do so.

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.
- (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 cooperate 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.

ARTICLE 12 – NOT SCHEDULED ON PAYROLL

- 12.01 (a) An employee whose name has not appeared on the payroll of the store for over thirty (30) calendar days due to the fact that he was unavailable for work for reasons other than sickness or accident, shall receive consideration on re-application as a new employee. The Owner agrees that it will consider past experience and length of service with the Owner when establishing the hourly rate of pay for such an employee.
- (b) An employee whose name has not appeared on the payroll of the store for over six (6) months due to lack of work, shall receive consideration on re-application as a new employee. The Owner agrees that it will consider past experience with the Owner and the duration of the person's earlier service with the Owner when establishing the hourly rate of pay for such an employee in the wage progression.

APPENDIX "B" – FULL-TIME BENEFITS

LIFE INSURANCE

The Employer agrees to provide active full-time employees until retirement at no cost, Life Insurance equivalent to one (1) times an employee's annual earnings.

The Employer further agrees to provide Life Insurance to retired employees in the amount of \$2,000.00.

ACCIDENTAL DEATH AND DISMEMBERMENT

The Employer agrees to provide all active full-time employees with Accidental Death & Dismemberment benefit coverage equal to one (1) times their annual earnings in case of accidental death. Coverage is also provided for other losses such as speech and hearing, use of arms and legs, etc.

SHORT TERM DISABILITY

The Employer agrees to provide Short Term Disability benefits to all active full-time employees from the first (1st) day of an accident or the first (1st) full-time day of hospitalization or the fourth (4th) day of sickness. The Plan will pay sixty-six and two thirds percent (66 2/3%) of basic earnings for the first two (2) weeks, then Unemployment Insurance will pay fifteen (15) weeks, then the Plan will resume payments for thirty-five (35) weeks.

LONG TERM DISABILITY

The Employer agrees to provide Long Term Disability benefits for active full-time employees after fifty-two (52) weeks if an Employee is unable to perform any occupation (reasonably suited by means of training, education or experience). The Plan will provide for sixty-six and two thirds percent (66 2/3%) of an Employee's basic monthly earnings to a maximum of \$1,500.00. Coverage would cease the date an Employee attains normal retirement age.

SEMI-PRIVATE HOSPITAL

The Employer agrees to provide for Semi-Private hospital care, and O.H.I.P. Supplemental or Supplementary Health Care benefits for active full-time employees on the following basis:

- (i) twenty-five dollars (\$25.00) deductible for single, and fifty dollars (\$50.00) deductible for family each calendar year.
- (ii) the Plan provides for reimbursement of eighty percent (80%) of Semi-private hospital costs.

- (iii) the Plan provides for reimbursement of one hundred percent (100%) of Prescription Drugs with no deductible for this coverage.

O.H.I.P SUPPLEMENTAL OR SUPPLEMENTARY HEALTH CARE

The Plan provides coverage for active full-time employees which includes ambulance services, rental of wheel chairs and hospital equipment, private nursing (with a ten-thousand-dollar (\$10,000.00) maximum every thirty-six (36) months), artificial limbs and braces. Also, included are services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist and masseur (each with a maximum of ten dollars (\$10.00) per visit, thirty (30) visits per year). In addition, services of a psychologist (three hundred dollars (\$300.00) lifetime) are also covered. Dental treatment for accidental injury to the teeth and outside Canada coverage for physicians and surgeons are covered.

DENTAL

The Employer agrees to provide Dental coverage for active full-time employees after a twenty-five-dollar (\$25.00) deductible for single, and fifty-dollar (\$50.00) deductible for family each calendar year.

The Plan provides for one hundred percent (100%) reimbursement for cleaning, polishing, x-rays and fluoride treatments, once every nine (9) months. Extractions, fillings, injections, consultations, root canal therapy and periodontic treatment.

The Plan provides for a maximum of one thousand dollars (\$1,000.00) per family member per year. As of the date of ratification of this Agreement, reimbursement is based on the 2016 Ontario Dental Association Fee Guide. The fee guide will continuously lag the current year's reimbursement dental fee guide by two years.

OPTICAL

The employer agrees to provide optical coverage of one hundred and seventy-five dollars (\$175) per twenty-four (24) month period.

APPENDIX "C" – PART-TIME BENEFITS

The Employer agrees to provide the following benefits to part-time employees effective September 1st, 2005. It is agreed the date to determine eligibility will be September 1st, 2005 and every September 1st each year thereafter.

Those part-time employees who have three (3) or more years of service and worked six hundred (600) hours in the previous calendar year, the Owner/Company will provide optical coverage of one hundred fifty (\$150) dollars every two (2) years for the employee and their dependents up to age 18.

Those part-time employees who have three (3) or more years of service and worked eight hundred (800) hours in the previous calendar year, the employer will provide a dental plan for the employee and their eligible dependents up to age 21. The dental plan will include basic dental care, based on 80% reimbursement of eligible expenses based on the current ODA fee guides with an annual maximum of \$1,500 per individual-family member, with no deductible.

Those part-time employees who have five (5) years or more of service and worked six hundred (600) hours in the previous calendar year, the Employer will provide a drug plan for the employee. The drug plan will be based on generic drugs with no lifestyle drugs covered. The plan will reimburse at 50% of eligible expenses based on an annual maximum of \$750.00.

May 27, 2023

**President
U.F.C.W. Canada Local 1006A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4**

Dear President:

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



HEIDI'S INDEPENDENT GROCER

May 27, 2023

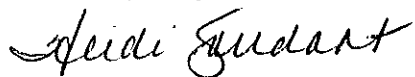
**President
U.F.C.W. Canada Local 1006A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4**

Dear President:

Re: Statutory holiday

In the event that stores are allowed to legally open on a statutory holiday without premium pay, then the parties will meet with a view to amending the collective agreement by mutual agreement. Work on these holidays would remain voluntary.

Yours very truly



HEIDI'S INDEPENDENT GROCER

May 27, 2023


**President
U.F.C.W. Canada Local 1006A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4**

Dear President:

Re: Store Closure

In the event of a store closure and opening of a new store in Petrolia, under the National Grocers Retail banner, the Employer shall recognize the United Food and Commercial Workers Canada, Local 1006A as bargaining agent in the new Petrolia store, and the employees from the affected location shall have the right to transfer to the new location with the same status and seniority.

Yours very truly



HEIDI'S INDEPENDENT GROCER

May 27, 2023

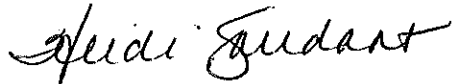
**President
U.F.C.W. Canada Local 1006A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4**

Dear President:

Re: Printing of Collective Agreement:

The Employer agrees to a one-time payment of \$300 for the cost of printing the collective agreement.

Yours very truly



HEIDI'S INDEPENDENT GROCER

May 27, 2023

**President
U.F.C.W. Canada Local 1006A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4**

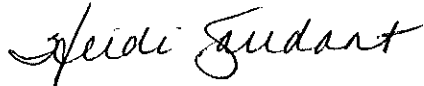
Dear President:

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



HEIDI'S INDEPENDENT GROCER

July 16, 2023

President
U.F.C.W. Canada Local 1006A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear President:

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



HEIDI'S INDEPENDENT GROCER