

THIS AGREEMENT entered into on October 28, 2019

Between

The Barn Markets, A Division of Metro Ontario Inc.
and each of the Barn Franchisees subject to this Agreement
(hereinafter referred to Jointly and Severally as the "Employer")

AND

UNIFOR LOCAL 414

hereinafter called "The Union"

The undersigned Employers, and other New Franchisees, required as a condition of their franchise agreement to participate in the terms of this Agreement, recognize the Union as the exclusive bargaining agent for all non-management employees of those Barn stores, operated in locations which previously were conventional retail stores under the Union's jurisdiction, and/or which the parties agree can be covered by this Collective Agreement.

A full time employee covered by this Agreement shall be an employee who is normally scheduled to work thirty-seven (37) hours per week.

A part-time employee is one who is normally scheduled to work twenty-eight (28) hours or less per week. The conditions of work and benefits of part-time employees shall be only as outlined in Appendix "C" of this Agreement.

1. DURATION OF AGREEMENT

- 1.01 This Agreement shall remain in effect until the 28th day of October, 2023 and thereafter until terminated or amended as hereinafter provided.
- 1.02 If either party desires to terminate or amend this Agreement on the 28th day of October, 2023, it shall give to the other party not more than one hundred and twenty (120) and not less than sixty (60) days' notice in writing of such intention prior to that date. Any proposed amendments will be exchanged at least sixty (60) days prior to termination date and negotiations will commence not later than thirty (30) days following exchange of proposed amendments or at such time as is mutually agreed upon by the parties following the exchange of proposals.

- 1.03 If such notice is not given, this Agreement shall continue in force from year to year, thereafter, until terminated or amended as set out above by either party.

2. SENIORITY

- 2.01 Seniority shall be exercised on an individual store basis.

2.02 BARGAINING UNIT SENIORITY

With regard to promotions, layoffs, recall after layoff, and choice of vacation dates, seniority shall be based upon length of continuous employment in the bargaining unit, provided:

- (a) Persons who were previously employed within the bargaining unit, or the area presently covered by the bargaining unit, may return to positions within the bargaining unit with seniority for the purposes of this clause based on their length of service in the bargaining unit provided they do not return to a position higher than the one previously held and further provided that no bargaining unit member is demoted or laid off.
- (b) Article 2.02 (a) above is restricted to employees in Management positions with the Employer.

2.03 EMPLOYER SENIORITY

Other than as set out in Article 2.02 above, seniority shall be based on length of continuous employment with the Employer.

- 2.04 Seniority shall be effective only after an employee has completed a probationary period of twenty-five (25) days worked. Seniority shall be computed from date of most recent full-time employment, except for part-time employees hired full-time who may be eligible for seniority credit as set out in Article 2.12.

- 2.05 Seniority shall be considered broken and services terminated if an employee:

- (a) is duly discharged by the Employer;
- (b) voluntarily quits or resigns;
- (c) has been laid off continuously for a maximum period of eighteen (18) months, but in no case to exceed the employee's bargaining unit seniority at the time of the employee's layoff or if the employee is called back to work by registered mail during the recall period and does not return to employment within two (2) weeks of the receipt of such notice;

- (d) is absent from work for a period in excess of three (3) scheduled working days without a written leave of absence unless a reason satisfactory to management is given by the employee. Provable sickness or provable inability to communicate with the Employer shall be considered a satisfactory reason. It is understood and agreed that this Article does not permit or sanction absences of three (3) days or less without reasons satisfactory to management or beyond the control of the employee;
- (e) fails to return to work on the completion of an authorized leave of absence unless a reason satisfactory to management is given by the employee. Provable sickness or provable inability to communicate with the Employer shall be considered a satisfactory reason.

2.06 Seniority lists shall be prepared and posted on the bulletin board of each store every January and July, with a copy to the District Union Office.

2.07 In filling vacancies and new positions, the Employer will recognize the principle of seniority within the store where the senior employee has the ability and qualifications to perform the job in a competent manner.

2.08 In matters of staff reductions, reduction of a full-time employee to a part-time employee as provided for in clause (f) below, and recall from layoff, the principle of seniority shall be recognized by the Employer, provided the senior employee has the ability and qualifications to do the job in a competent manner. Where staff reductions result in demotions and/or layoffs and in matters of recall, the procedure set out below will be followed on an individual store basis:

- (a) Probationary employees in the surplus classifications will be terminated first, and in reverse order of date of hire. If previously employed on a part-time basis, the employee will have the option of returning to the employee's former part-time position; the employee's part-time starting date will be restored and the employee's name will be reinstated on the list of part-time employees desiring full-time employment at the employee's original application date.
- (b) Employees in positions not subject to a posting (Clerk, Meat Cutter), provided they are able and available to perform the job in a competent manner and do not bump an employee with greater seniority will, as set out below:
 - (i) Bump the most junior employee in their classification.
 - (ii) If the employee chooses not to bump the junior employee in the employee's classification, or is in fact the most junior employee in the employee's classification, then the employee will have the right, as set out below, to bump the most junior employee in any other position subject to a posting which the employee is able and available to perform in a competent manner. All employees so bumped will have a similar option. If the employee chooses not to bump, or is in fact the most junior employee, then the employee will be laid off as per this Article with recall rights as per Article 2.05 (c) and such employee could exercise the employee's option under Article 2.08(f) below to work on a part-time basis.

- (c) Employees in positions subject to a posting, depending upon their qualifications to perform the job in a competent manner, will bump the most junior employee as set out in (b) (ii) above in one of the following classifications: Meat Cutter, Clerk, provided they do not bump an employee with greater seniority.

For the purposes of this clause, employees in positions subject to a posting shall include Grocery Manager, Meat Manager, Produce Manager, Bake-Off Manager, Bookkeeper, Deli Manager, Seafood Manager, and Chief Clerk.

- (d) The Employer will provide employees affected by layoff with their options under the collective agreement in the presence of union representation, as in Article 6.10. Employees will be given forty-eight (48) hours to make such election.
- (e) Except in cases of temporary layoff due to fires, floods, strikes, lockouts and similar occurrences beyond the control of the Employer, when an employee who has completed the employee's probationary period is laid off through no fault of the employee's own, the employee shall be laid off in accordance with the Employment Standards Act.

The employee will be informed of the employee's layoff in writing on a form provided by the Employer, a copy of which will be forwarded to the Union Office. When such notice is given, the Union will be represented as set out in Article 6.10 of this Agreement and the Union Representative shall sign the Layoff Notice as witness of the employee's presence.

- (f) A full-time employee reduced to part-time because of layoff or demotion, shall be credited with the employee's full original seniority on the Part-Time Seniority List. When the employee's recall rights expire in accordance with 2.05 (c), the employee shall be reinstated to the employee's former position on the Part-Time to Full-Time Application List, with the employee's original date of application, or full-time start date, if there is no application on file.

2.09 RECALL PROCEDURE

- (a) When a vacancy occurs that would create a recall, the Employer will recall employees by seniority provided the employee is capable of performing the job in a competent manner. If the senior employee refuses the job it will be offered to the next most senior employee and so on until the vacancy has been filled or all employees on layoff have refused.
- (b) Any employee who is demoted due to lay-off, bumped, or laid-off, shall be given first opportunity to be returned to the employee's former classification in order of seniority when a vacancy occurs and the ensuing vacancy will be filled in accordance with (a) above.
- (c) Recall rights under this Clause shall supersede all other relevant clauses of this agreement dealing with the filling of vacancies.

- 2.10 When a full-time employee is reduced to part-time status, the Employer will recognize the employee's full-time starting date in regard to the employee's part-time employment.

- 2.11 There shall be no coercion, intimidation, restraint, penalty, or discrimination against any employee by reason of the employee's membership or activities, or lack of activities, on behalf of the Union or because of race, sex, age, colour, marital status, citizenship, ancestry, place of origin, ethnic origin, creed, sexual orientation, gender identity, gender expression, record of offences, family status or disability. It is agreed that the retirement of an employee at normal retirement age, or earlier if the employee exercises such option shall not be a violation of this clause or the Ontario Human Rights Code.
- 2.12 Following successful completion of the full-time probationary period, a part-time employee who is hired full-time will be credited with fifty (50) percent of the employee's part-time service up to a maximum of one (1) year. This credit will apply to matters of layoff, promotion, vacation, and rates of pay; however, the normal waiting period will apply to Group Insurance, Absence from Work Pay, O.H.I.P., and other fringe benefits.

3.01 APPLICATION FOR PROMOTION

Applications for promotion to the positions subject to a posting will be made available to all employees. Applications will be made in triplicate to the Employer on a form supplied by the Employer. The second copy will be returned to the employee signed by the Employer as acknowledgment of the application.

Applications may be made at any time and will be valid for a period of one (1) year. Applications may be renewed during the two (2) month period immediately preceding January 31st each year and in such case the application will retain the original date. Within thirty (30) days of receipt of the application, Management will discuss with the employee the employee's application for promotion, and will bring to the employee's attention any shortcomings which may affect the employee's opportunities for advancement. The Employer may post a bulletin soliciting applications at any time. The Employer will, upon request, provide the store steward with a listing of all valid applications on file by classification and in order of date of application.

In making promotions, the Employer will select employees from among those who have valid applications on file at least two (2) weeks before the promotion becomes effective, in accordance with Article 2.07.

3.02 ANNOUNCEMENT OF PROMOTIONS

The Employer will post an Announcement of Promotions of employees who have been promoted to positions subject to a posting within the store on that store's bulletin board.

Such notices will be made each week covering promotions made during the previous week and will include the length of service of the promoted employee. Any grievance filed with reference to a promotion must be filed at Step Two (2) of the Grievance Procedure within seven (7) working days of the posting of the announcement of such promotion. Grievances regarding promotion to the positions set out in 3.01 above may only be filed by employees who have valid applications on file for such positions.

- 3.03 In the event a successful grievance is filed regarding a promotion as set out above, the employee originally promoted to the disputed position, and those who were promoted due to the employee's promotion will be moved back to their former positions and classifications.

4. LEAVE OF ABSENCE FOR REGULAR FULL-TIME EMPLOYEES

- 4.01 All requests for personal leave of absence shall be made to the Employer in writing by the employee concerned and the letter shall indicate in full the reason for requesting the leave of absence. Each request will be considered on its individual merit and the granting or refusal of all such requests for leave of absence shall be made by the Employer in writing to the employee concerned with a copy to the Union Office within fourteen (14) days. Where the request is refused, the letter will state the reason for the refusal.

- 4.02 If an employee is elected to an office in the Union and the performance of such office requires leave of absence, such leave of absence (up to a maximum of twelve (12) months) without pay or other benefits shall be arranged between the Union, the employee, and the Employer. Except in cases of emergency, beyond the control of the Union, the Union agrees to notify in writing the Employer at least thirty (30) days in advance that such leave of absence is requested. Leave of absence, if arranged, shall state the length of time the employee may be absent (up to a maximum of twelve (12) months).

- 4.03 If an employee is elected a delegate of the Union to a Union Convention, Seminar, or Educational Conference, and such attendance requires leave of absence, such leave of absence, without pay, shall be arranged by mutual agreement between the Union, the employee, and the Employer. Except in cases of emergency, beyond the control of the Union, the Union agrees to notify in writing the Employer at least fifteen (15) days in advance that such leave of absence is requested. Leave of absence, if arranged, shall state the length of time the employee may be absent and such absence shall not exceed three (3) weeks. If the leave of absence is for less than one (1) full week, the employee's day off that week will be scheduled for a day other than those days included in the leave of absence.
- 4.04 An employee granted leave of absence as outlined above in subsections 4.01, 4.02, 4.03, shall be restored without loss of seniority to the employee's former position or to a similar position at the then prevailing wage rate at the expiration of the employee's leave of absence. This provision becomes void, however, if the absence exceeds the period granted.

4.05 PREGNANCY AND PARENTAL LEAVE OF ABSENCE

- (a) The Employer will grant pregnancy leave and/or parental leave, without pay, in accordance with the Employment Standards Act (E.S.A.) of Ontario to those employees who make application on forms supplied by the Employer.
- (b) In the event of a miscarriage, the employee will be granted a leave of absence in accordance with the provisions of the Employment Standards Act.
- (c) Pregnancy leave of absence will be without pay. Continuation of benefits under the Company benefit plans will be subject to the provisions of the Employment Standards Act.

Employees granted pregnancy leave of absence, will accumulate seniority during any such leave of absence. Except in cases where it is not possible or practical, on being reinstated, the employee will return to the position and store in which the employee was employed prior to the commencement of the leave of absence. The employee will receive the same salary the employee received at the commencement of the employee's leave of absence, plus any general increase which may have been granted in the interim.

- 4.06 An employee with thirteen (13) weeks' continuous service who adopts a child or who applies for Parental Leave of Absence will be granted a leave of absence in accordance with the Employment Standards Act provided the employee makes application in writing to the Human Resources Manager at least two (2) weeks before the commencement of the desired leave of absence and presents satisfactory proof of adoption which requires a leave of absence. In cases where the adoption agency requires additional time off, the Parties will meet to discuss an extension of the leave of absence.

5. NO STRIKES OR LOCKOUTS

5.01 Should grievances arise between the Employer and the Union or employee or employees as to the meaning and application of any provisions of this Agreement, or as to the compliance of either party with any of the provisions of this Agreement, it is agreed that during the life of this Agreement there shall be no strikes, walkouts, pickets, boycotts, stoppages of work or lockouts. The settlement of any such grievance is to follow the procedure set out in Article 6, Adjustment of Grievances.

6.01 GRIEVANCE PROCEDURE: STEP ONE

It is the mutual desire of the parties hereto that legitimate complaints of employees shall be adjusted as quickly as possible. If an employee has any complaint or question which the employee wishes to discuss with the Employer, other than discharge as outlined in Article 10.02, which is not subject to grievance or arbitration, the employee, along with the Store Steward, shall discuss the matter with the employee's Employer. If the complaint or question is not settled to the employee's satisfaction by the end of the following working day, the employee either along with or through the employee's Union Steward, may file a grievance in writing concerning the matter with the Employer. Such grievance shall state the nature of the grievance, the clause or clauses alleged to have been violated and shall be signed by the employee. Such grievance must be delivered personally to the Employer by the Grievor or the employee's Store Steward within seven (7) working days of the alleged occurrence said to have caused the grievance or the right to grieve shall be forfeited. Within three (3) working days of its presentation to the Employer, the employee shall give the employee's reply in writing to the Grievor on the grievance form.

If the grievance is not settled to the satisfaction of the employee concerned within three (3) working days of its presentation to the Employer in writing, the grievance shall be turned over to the Union Representative who shall determine if the grievance has merit before taking the matter to Step Two. In such case, it is agreed that no member of Management will discuss the grievance with the employee, nor will the employee discuss the grievance with any member of Management, without a union steward or representative being present.

6.02 GRIEVANCE PROCEDURE: STEP TWO

If the grievance has not been settled satisfactorily in Step One above, then within seven (7) working days from receiving the reply of the Manager in Step One, the Union Representative shall give the Employer Representative or his/her appointee notice in writing of his/her desire to meet with him/her in order to settle the grievance and shall enclose a copy of the grievance in writing signed by the employee concerned.

The grievance to be discussed shall be itemized and shall state the clause or clauses of the agreement, if any, alleged to have been violated. The Employer Representative or his/her appointee, who shall have full authority in the matter, shall acknowledge receipt of the notice of the meeting in writing and shall meet within seven (7) working days of such receipt of grievance. The Employer Representative shall give his/her reply in writing within seven (7) working days of the hearing of the grievance in Step Two.

6.03 ARBITRATION

If a complaint or grievance is not settled to the satisfaction of either party at Step Two, then within seven (7) working days following receipt of the written reply from Step Two either party (subject to Article 6.08) may request that the grievance or complaint be submitted to a board of three (3) arbitrators, one to be selected by the Employer, one by the Union, and a third agreed upon by the other two arbitrators. Such a request for arbitration shall be made by one party to the other in writing by registered mail within the period allowed in this article and shall be accompanied by the nomination of an arbitrator. Within one week after the receipt of such request the other party shall nominate an arbitrator.

If the two arbitrators fail to agree on the third member of the Board within one week after their appointment, the Minister of Labour of the Provincial Government shall be asked to select a third member who shall be the Chairman. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.

The decision of the majority is the decision of the arbitration board, but if there is no majority the decision of the Chairman shall govern. The cost of the arbitrator appointed by the Employer and the Union shall be borne by each party respectively, and the cost of the third member of the Arbitration Committee will be borne equally by the Company and the Union. This Arbitration Board shall not make decisions inconsistent with the provisions of this agreement, nor alter, modify, or amend any part of this agreement.

- 6.04 No matter may be submitted to arbitration which has not been properly processed according to the prescribed grievance procedure.
- 6.05 No person may be appointed to an Arbitration Board who has been involved in an attempt to negotiate a settlement of the grievance.
- 6.06 Notices required to be in writing shall be deemed to be properly given if given orally or by telephone and confirmed by letter postmarked no later than the final day for giving notice.
- 6.07 Any difference arising directly between the Employer and the Union as to the interpretation, application, or administration of this agreement may be submitted by either party to the other as set out below:
- (a) if the matter concerns a particular store, the Union through the Store Steward or the Business Agent, will process the matter through Step One of the grievance procedure (Article 6.01) in exactly the same manner as an individual employee grievance.
 - (b) if the matter concerns a number of stores or the general administration, application, or interpretation of the Agreement and, therefore, could not be resolved by an individual Store Manager, the Union may file a grievance at Step Two (Article 6.02).
 - (c) any grievance filed by the Employer would be filed at Step Two (Article 6.02) with the International Representative responsible for the area with a copy to the Local Director.
- 6.08 Any grievance or complaint may be considered at a meeting between the Union Representative and the Employer Representative or his/her appointee; however, only grievances or complaints which arise through the interpretation or alleged violation of the provisions of this Agreement shall form the subject of arbitration.
- 6.09 Upon notification in writing from the Union, the Employer agrees to recognize the appointed or elected representatives of the Union in each store who will be known as the Store Steward and the Substitute Store Steward. It is agreed that the Substitute Store Steward will function only when the regular Store Steward is absent. The Store Steward will not be transferred from one store to another except by mutual agreement between the employee and the Employer, or where it is agreed between the Employer and the Union that such a transfer should be made. The store steward shall suffer no loss of pay for time spent meeting with Employer officials to discuss grievances during the employee's scheduled hours of work.

- 6.10 The Union Steward, or in the employee's absence the Substitute Steward, or in the employee's absence another union member in the store chosen by the employee concerned, shall be present when any member of the bargaining unit:
- (a) is accused of and questioned regarding a serious breach of conduct or suspected dishonesty,
 - (b) is given an official reprimand,
 - (c) is demoted, suspended, discharged, or laid off.

The Union Steward, or the employee's substitute as set out above, will sign documentation for the Employer attesting to the employee's presence at such meeting. In the event that the Union Steward or his/her substitute as set out above is not present, the action taken by the Employer will be null and void until such time as the employee is reformed of the matter in the presence of the Union Steward or his/her substitute.

An exception to the above is where it is necessary for the Employer to inform an employee by mail of the employee's discharge, suspension, demotion, or layoff. In such case, the notice will emanate from the Employer, and in lieu of having the Union Steward present as set out above, a copy of the notice will be sent to the Union office by Registered Mail.

If the Employer or its agents use a tape recorder at a meeting as set out in (a) (b) or (c) above, a second recorder will be used and a duplicate tape will be given to the union at the end of the meeting.

- 6.11 No store steward or member of a union committee shall leave his/her post of duty during the employee's normal working hours to discuss union business with employees and/or union representatives without first notifying the employee's Employer, or its appointee.
- 6.12 A suspended or discharged employee may present a grievance which shall be in writing in duplicate to the Employer Representative within five (5) working days after discharge, and in the event of such grievance, the procedure shall follow from Step Two of the Grievance Procedure to final settlement. If the final finding is that the employee has been unjustly suspended or discharged the employee shall be reinstated to the employee's former position or wage classification without loss of seniority, and shall be compensated for all time lost, or the employee shall be granted such lesser compensation as may be deemed fair in the circumstances by the parties, or in the advent of arbitration by the Arbitration Board.

- 6.13 Decisions arrived at between the Employer, the employee and the Union on the adjustment of any employee's grievance shall be final and binding upon the Employer, the Union and the employee or employees concerned.
- 6.14 The time limits referred to in this Article may be shortened or lengthened by mutual agreement in writing. The Employer will agree to extend time limits in regard to arbitration where there is an appeal under the Ontario Labour Relations Act.
- 6.15 The time limits referred to in Article 6.01 will not apply where a grievance concerns an alleged error in an automatic increase within a wage progression, but will apply where wage rates form part of a grievance relating to matters of promotion and reclassification.

7. HOURS OF WORK, WAGES, ETC.

- 7.01 Attached hereto, and forming part of this Agreement, are Appendices "A", "B", and "C" relating to hours of work, overtime, night bonus, holidays, rest periods, wage rates, job classifications, etc., covering employees in the bargaining unit.

8. MEMBERSHIP IN THE UNION

- 8.01 With reference to such of its store employees as are covered by this agreement the Employer will retain in its employ only members in good standing of the Union or those who become members in good standing of the Union within the first twenty-five (25) days worked.

The Union agrees that it will not unreasonably deny application for admission to the Union. The Employer agrees to notify the District Union Office of all new employees and their classification at least monthly. The Union agrees to notify the Employer in writing by registered mail of the name of any employee who is not in good standing with the Union. The Employer agrees to have all new employees sign Applications for Membership and forward them to the Union. It is agreed that the Union shall save the Employer harmless for any and all claims arising from this Section which may be made against it by an employee.

- 8.02 The first twenty-five (25) days worked by all new employees shall be a probationary period. During this probationary period, new employees may be discharged by the Employer without further recourse.

- 8.03 New employees may be secured from any source that the Employer desires.
- 8.04 Should an employee intentionally give false or misleading information in the completion of the employee's Application for Employment Form, or the employee's Bond Application Form, the employee may be discharged without further recourse, within one (1) year of the date of hire.

9. COLLECTION OF UNION DUES

- 9.01 The Employer will deduct regular weekly dues and initiation fees as certified by the Union in writing from all full-time employees covered by this Agreement who are members of the Union. The Employer agrees to remit, by the 15th day of the following month, such initiation fees and dues together with a list of employees from whom such deductions were made to Unifor Local 414, 274 Alliance Road, #1, Milton, Ontario. L5N 2L8.

The Employer shall supply the Area Union Office on a quarterly basis with a list which shows the employees' names, addresses and telephone numbers currently on file, as well as store number and full-time/part-time status.

10. PART-TIME EMPLOYEES

- 10.01 On the basis that recognition is given to the requirement of the business to engage the services of part-time employees, it is agreed that the minimum number of full-time employees in a store shall be determined as follows:
- (a) There shall be a minimum of one full-time employee in the store for each \$38,890 of sales per week, based on the average total store sales over the Employer's previous four (4) fiscal quarters.
 - (b) Any adjustments in accordance with this minimum provision shall be completed within two (2) weeks following the end of each fiscal quarter.
- 10.02 No temporary store employee, part-time employee or person excluded from the bargaining unit shall be employed as a relief bookkeeper, or a relief store department manager, if a regular full-time employee capable of doing the relief work is available for the job.
- 10.03 Full-time employees who are fully qualified on their present jobs will not be denied the opportunity to qualify for the next senior position due to the regular use of part-time help doing the work.

11. SUPPLIERS' REPRESENTATIVES

11.01 Except as set out below, no Suppliers' Representative shall perform any routine manual store work.

11.02 Exceptions:

- (a) Suppliers' Representatives may check the codes on their products and rotate their products.
- (b) In the case of authorized sampling of merchandise, the Suppliers' Representatives involved are authorized to handle the items on display, to distribute samples, but are not to fill or refill displays.
- (c) In conjunction with a new store opening, there will be no restriction on the use of Suppliers' Representatives prior to and during the week of the opening.
- (d) General merchandise (Fireco Sales Limited or its successors), chips, greeting cards, Van Houtte, Vachon, Lindt, Christies products, books and magazines, pop, bulk, and bread Suppliers' Representatives may perform routine manual store work.
- (e) Suppliers' Representatives may erect display material for periodic special promotions, but will not fill or refill the actual product involved.
- (f) Suppliers' Representatives will not be used in the reline of stores (either major or minor) unless the Employer applies for an exception as set out in this section.
- (g) Further exceptions may be made in special circumstances by mutual agreement between the Employer Representative and the International Representative in the area.
- (h) The Company may utilize a third party crew during the set up of new stores or renovated stores, or the reline of existing stores.

12. SICKNESS AND ACCIDENT

- 12.01 In the event that an employee is unable to work due to sickness or accident (excepting accidents occurring during performance of regular duties for which Workers' Compensation coverage is provided) the employee shall be reinstated at such time as the employee is able to return to work in accordance with the provisions of the Ontario Human Right Code.
- 12.02 The Employer shall, however, at any time be entitled to have an employee absent because of illness or accident examined at its own expense. The Employer doctor shall endeavour to consult with the employee's personal doctor as to whether or not the employee is able to resume the employee's normal duties.
- 12.03 Except in cases where an appointment was scheduled and the employee failed to report, no employee who has completed the employee's probationary period shall be requested to take a physical examination required by the Employer on the employee's day off or after regular working hours. This, however, will not apply when an employee is on sick leave and a medical examination is required, as in 12.02 above, before the employee returns to work.

13. PAY FOR TIME ABSENT FROM WORK DUE TO SICKNESS AND NON-OCCUPATIONAL ACCIDENTS

- 13.01 An employee will be paid sixty-six and two thirds (66 2/3%) percent of the employee's regular wages to a maximum of \$400.00 per week for time during which the employee is absent from work due to the employee's illness which renders him unable to work. Such payment shall be made for the first day of accident or hospitalization and the fourth day of sickness, with such short term disability (STD) applying to the first two (2) weeks of eligible absence, followed by fifteen (15) weeks of Employment Insurance (E.I.) and thirty-five (35) weeks of STD. Payment shall be subject to the following conditions and qualifications, all of which must be complied with:
- 13.02 The employee must have at least six (6) months' continuous service with the Employer at the time of the employee's sickness.
- 13.03 The employee must notify the employee's Employer (or his/her appointee) at the store of the employee's absence prior to the employee's regular starting time on the first day of absence or as soon as possible, at which time the employee shall supply the following information:
- (a) Why the employee is unable to report to work (illness, bereavement, etc.)
 - (b) Estimated duration of absence (one, two, three, or more days).
 - (c) How the Employer can call the employee relative to the employee's absence.

- 13.04 When an employee has been given medical clearance to return to work, the employee shall notify the Store Manager (or the Store Manager's appointee) immediately and the employee will be placed on the next posted schedule following the notification date.
- 13.05 An employee confined to hospital or at home as the result of a serious illness or accident should report the employee's condition periodically, and as soon as practical notify the Employer of the employee's intention to return to work.
- 13.06 The employee must produce proper evidence that the employee is entitled to absence from work pay if requested to do so by the Employer. Such evidence will be requested prior to the employee returning to work.
- 13.07 Any employee abusing this privilege by attempting to collect absence from work pay under false pretenses shall be subject to instant dismissal.

14. COMPENSATION FOR ACCIDENTS AT WORK

- 14.01 In the case of an accident, as a result of which the employee is disabled for the balance of the day's shift from earning full wages at the work at which the employee is employed, the Employer agrees to give the employee loss of earnings compensation covering the day the disability occurred up to one (1) day's pay on the basis of the amount the employee would have earned at the employee's regular rate had the employee not been absent from work. The Employer agrees to provide work for an employee, following the employee's proper release from the Workers' Safety and Insurance Board provided suitable work is available which the employee is capable of performing.

An employee temporarily unable to perform the employee's previous duties due to an injury received in the employ of the Employer, who can return to work under temporary medical restriction, will be assigned by the Employer to a temporary modified work program within the employee's own classification, or given such other work as is available and which the employee is capable of performing, following agreement regarding such program among the W.S.I.B. Rehabilitation Counsellor, the Employer, the Employer Representative or his/her appointee, and the employee concerned.

- 14.02 W.S.I.B. Reports will be completed in duplicate and the second copy will be given to the injured worker. Both copies will be signed by authorized personnel. If the Employer is going to question or contest the claim, it will inform the employee in writing of the reason for its action.

15. GROUP INSURANCE

- 15.01 The Group Insurance Plan will be kept available to employees during the term of this Agreement.
- 15.02 The Employer will provide a booklet to each employee outlining the benefits provided by the plan and such booklet will be considered an Appendix to this Agreement.
- 15.03 The benefits outlined in the booklets will remain unchanged during the term of this Agreement, except where:
- (a) changes are necessary to comply with government legislation
 - (b) changes are approved by the Negotiating Committee of the Union.
- 15.04 The Employer agrees to pay the full premium for the employee's personal and dependent coverage under the Employer Group Insurance Plan including the Prescription Drug Plan, and the Optical Plan. The annual prescription drug plan deductible is \$35.00 single and \$75.00 family.
- 15.05 If government legislation is enacted during the term of this agreement which establishes a plan of benefits which duplicates any of the benefits provided by the Employer's plan resulting in a reduction in the cost of such benefits to the Employer, the Union agrees that any such cost reduction will be absorbed by the Employer.
- 15.06 In cases where there is a dispute between the Group Insurance doctor or the Long Term Salary Continuance doctor and an employee's doctor as to the extent of an employee's disability, the Employer and the Union will select a doctor (a specialist who has not previously examined the employee) who will examine the employee and render a decision as to whether or not the employee is totally disabled at the time of the examination as defined in the Insurance Policy.

The Doctor's decision will be binding upon the Employer, the Union, and the employee.

Should the Employer and the Union be unable to agree upon a doctor, the Ontario College of Physicians and Surgeons will be asked to select a specialist to conduct the examination.

To qualify for such examination, an employee must request such examination in writing to the Employer within thirty (30) days of the event causing the dispute, or the employee's rights under this clause are forfeited.

The cost of the examination will be shared equally by the Employer and the Union.

- 15.07 Any dispute regarding the administration or application of the Group Insurance Plan or Long Term Salary Continuance Plan, other than a medical matter as provided for in 15.06 above, may be referred to the grievance and arbitration procedure of this Agreement.

15.08 DENTAL PLAN

The Employer agrees to contribute to the "Retail Wholesale Canada Multi-Employer Dental Benefit Trust Fund" on behalf of all eligible employees for all regular hours worked, not including overtime. The Employer's contributions on behalf of part-time employees will be based on a maximum of twenty-four (24) regular hours per employee per week. Such contributions will be forwarded to the Administrator of the Fund by the 15th day of the month following the end of each of the Employer's twelve (12) fiscal periods.

The contribution to the "Retail Wholesale Canada Multi-Employer Dental Benefit Trust Fund" is thirty-nine (39¢) cents per regular hour worked, not to include overtime.

All details of the dental plan, including but not limited to matters of eligibility, coverage, and benefits, shall be determined by the Trustees of the Fund, acting in accordance with the provisions of the "Agreement and Declaration of Trust".

16. BEREAVEMENT

16.01 The Employer agrees to grant regular full-time employees with three (3) months' continuous full-time service the necessary time off up to three (3) days with pay at the time of the death of the following relatives of the employee:

Father, Mother, Spouse as defined in law, Son, Daughter, Brother, Sister, Mother-in-Law, Father-in-Law, Sister-in-Law, Brother-in-Law, Son-in-Law, Daughter-in-Law, Grandmother, Grandfather, or Grandchildren.

16.02 This privilege is limited to the above mentioned bereavements. Any absences in the case of any other bereavements and any absences in excess of three (3) days in the case of the above mentioned bereavements, shall be without pay.

16.03 Should an employee desire to attend the funeral of a relative named in this Article and such attendance require travelling an extreme distance from the employee's place of residence, then such bereaved employee may apply for and be granted a reasonable leave of absence without pay in order to attend the funeral.

16.04 Should an employee request a one (1) day leave of absence without pay to attend the funeral of a close friend or relative not covered in this Article, the Employer will make every effort to grant the request.

17. VACATIONS

- 17.01 The date for determining the length of vacation in a calendar year shall be May 1st in that calendar year. Any employee absent from work in excess of six (6) months in any qualifying year shall have the employee's vacation pay prorated based upon the actual time worked.
- 17.02 All employees who have completed six (6) months' continuous service on or before May 1st in any calendar year shall receive one (1) week's vacation with pay in that calendar year during the regular vacation period.
- 17.03 All employees who have completed twelve (12) months' continuous service on or before May 1st in any calendar year shall receive two (2) weeks' vacation with pay in that calendar year during the regular vacation period.
- 17.04 All employees who have completed five (5) years' continuous service on or before May 1st in any calendar year shall receive three (3) weeks' vacation with pay in that calendar year. Two (2) of the three (3) weeks shall be granted in one continuous period during the regular vacation period. The third week may be granted at any other time during the calendar year.
- 17.05 All employees who have completed ten (10) years' continuous service on or before May 1st in any calendar year shall receive four (4) weeks' vacation with pay in that calendar year. Two (2) of the four (4) weeks shall be granted in one continuous period during the regular vacation period. The remaining two (2) weeks may be granted at any other time during the calendar year.
- 17.06 All employees who have completed seventeen (17) years' continuous service on or before May 1st in any calendar year shall receive five (5) weeks' vacation with pay in that calendar year. Two (2) of the five (5) weeks shall be granted in one continuous period during the regular vacation period. The remaining three (3) weeks may be granted at any other time during the calendar year.
- 17.07 The regular vacation period shall be from March 1st to October 31st. No vacation weeks will be granted after December 15th.
- 17.08 Vacations may be taken outside the regular vacation period but within the calendar year by request in writing to the Employer by the employee concerned. Vacations for two (2) successive years may not be combined during one continuous period. Employees will not be allowed to work for the Employer in any capacity during their vacation.
- a) Employees with five (5) years of full time service may take single days of vacation up to five (5) days per calendar year, provided such day(s) are mutually agreed between the employee and the Store Manager.

- 17.09 Subject to Article 17.01 it is agreed that in the event an employee has earned vacation with pay and is absent for any reason during the calendar year, the employee shall be paid and receive the employee's full vacation entitlement upon return to work. If an employee becomes confined to the employee's home or in a hospital due to serious illness or injury while on vacation, the employee may file a claim for weekly indemnity benefits and the balance of the employee's vacation will be rescheduled following the employee's recovery.

If an employee is absent from work and therefore unable to take the employee's vacation as scheduled by the end of that calendar year, the employee shall be entitled to take the employee's earned vacation entitlement upon the employee's return to work in the next calendar year.

Should an employee be on Workers' Compensation and not return to work by the end of the calendar year following the calendar year in which the employee's vacation was scheduled, the employee will be "cashed out" at the end of that calendar year for all vacation monies to which the employee is entitled for the previous year's scheduled vacation.

Should an employee be receiving Long Term Disability benefits and not return to work at the end of the initial two (2) years of benefit coverage, the employee will be "cashed out" at the end of that period for all vacation monies for the previous vacation which was scheduled but not taken.

- 17.10 If a holiday, as listed in Appendix "A" is observed during any employee's paid vacation period, the employee shall receive an additional day off with pay in conjunction with one of the employee's regular days off during the four (4) weeks following the employee's return from vacation.

Where it is possible to schedule this additional day in conjunction with the employee's vacation, that is the Saturday before or the Monday following vacation, then this Article will not be interpreted in such a manner as to prevent such a schedule. For holidays that are observed in July or August, the period for taking the extra day is extended up to September 30th of that year.

- 17.11 The Employer agrees that to the extent it is practicable it will grant vacations in one continuous period. Employees entitled to three (3), four (4), or five (5), weeks' vacation and who wish to take them in one continuous period should be prepared to finish them prior to June 15th or commence them subsequent to September 15th. During the year in which an employee completes the employee's twenty-fifth (25) year of continuous full-time service with the Employer, the employee will be allowed to take three (3) of the employee's weeks of vacation in one (1) continuous period.

17.12 An employee who leaves the Employer shall receive one-sixth (1/6) of a week's pay in lieu of the employee's vacation for each month of service computed from May 1st, provided the employee has over one (1) year's continuous service as of May 1st. The months will be computed from May 1st of the year in which the employee leaves if the employee has had the employee's vacation in that year. Otherwise the months will be computed from May 1st of the previous year. If the employee has qualified for three (3) weeks' vacation the employee's pay in lieu of vacation shall be computed on the basis of one-quarter (1/4) instead of one-sixth (1/6). If the employee has qualified for four (4) weeks' vacation the employee's pay in lieu of vacation shall be computed on the basis of one-third (1/3) instead of one-quarter (1/4).

If the employee has qualified for five (5) weeks' vacation the employee's pay in lieu of vacation shall be computed on the basis of five-twelfths (5/12) instead of one-third (1/3).

17.13 In cases of dismissal, where dishonesty, substance abuse on the job, willful damage of Employer property, or where Article 13.07 is involved, the above method of payment will not apply. In such cases only the legal provincial allowance will be paid.

17.14 The Employer will post a notice on the bulletin board in each store by January 15th each year, requesting full-time employees to indicate on an attached schedule their preferred vacation dates. The notice will remain posted until February 15th, and except in the case of absence due to sickness or accident employees who have not entered their preferred vacation dates by then will forfeit their right to do so, following which management will prepare the vacation schedule based upon seniority, individual preference, and the proper operation of the business. The finalized vacation schedule will be posted on the store bulletin board by March 1st.

18. VISITS BY UNION REPRESENTATIVES

18.01 Union duties and activities will not be carried on during hours of employment except that the business agent or other known executive of the Union may, after making the employee's presence known to the Employer, or the employee's appointee, enter the store during business hours to observe the performance of this agreement, and to interview employees for the purpose of hearing grievances. It is understood that such visits will be timed to cause as little disruption as possible to the normal conduct of business. It is further understood that representatives of the Union will comply with Employer regulations and restrictions.

19. NOTICES OF IMPORTANCE TO EMPLOYEES

- 19.01 The Union may use the store's bulletin boards, where provided, for the posting of Union notices of importance. Except for notices of Union Meetings and the posting of Steward's names on the bulletin boards, all such notices must be approved and signed by the Employer before being posted on the bulletin boards.
- 19.02 In regard to rules and regulations that are posted on the bulletin boards and that could affect the wages or working conditions of employees covered by this Agreement, the Employer agrees to forward copies of such rules and regulations to the Union prior to posting them on the bulletin boards.

20. TEMPORARY WORK

- 20.01 Employees shall perform any temporary work which the management may direct with the understanding that when an employee is assigned to a job with a lesser rate of pay the employee will be entitled to the employee's regular rate of pay.
- 20.02 When an employee is assigned to a job in a higher classification for more than one (1) working day the employee will be entitled to the minimum rate of pay for that classification as will provide an increase of thirty (\$30.00) dollars on the employee's weekly rate of pay during the time the employee works at the job in the higher classification. However, in no case will the employee receive more than the top rate for the classification. In the application of this Article, only one (1) employee will receive this relief money for any week at a time. In the absence of a department manager, the chief clerk in the department may be required by the Company to replace the department manager.

21. EMPLOYEE CONDUCT

- 21.01 The Union will uphold reasonable rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in case of absence, as well as businesslike conduct on Employer premises.
- 21.02 A need exists for improved methods and production in the interests of the employees and the Employer. The Union agrees to cooperate with the Employer in the installation of any such methods, in suggesting improved methods, and in the education of its members for the necessity of such changes and improvements. The Employer agrees that it will give the Union notice as far as possible in advance of any of the above mentioned changes.

- 21.03 It is the responsibility of each employee to notify the Employer on forms supplied by the Employer of any change in the employee's home address and mailing address if different than the employee's home address, telephone number, marital status, number of dependents or other vital statistics. Failure to keep the Employer informed of the above matters will relieve the Employer of any responsibility for failure to comply with any part of this agreement where such information is necessary in order to comply. The Employer agrees that one copy of the completed form will be forwarded to the Union.

22. MANAGEMENT

- 22.01 The management of the business shall control the direction of the staff including the right to plan, direct and control the operations, make and place signs and/or assign the making and placement of signs, order product and place shelf tickets and/or assign the ordering of product and the placement of shelf tickets, hire, suspend or discharge for proper cause, relieve employees from duty because of lack of work or other legitimate reasons.

The right to study or introduce new or improved production methods or facilities, the right to establish and maintain reasonable rules and regulations covering the operation of the stores, a violation of which shall be among the reasons for discharge, are vested in the Employer, provided, however, that the above rights shall be exercised subject to the provisions of the grievance procedure of this Agreement. This right to grieve shall only apply, however, where the wages or working conditions of an employee are directly affected.

23. SAFETY

- 23.01 The Employer agrees to continue to maintain reasonable provisions for the safety of its employees in all its stores during the hours of employment and to provide an accident prevention programme with reference to accident hazards where the safety of an employee might be endangered. There shall be a safety committee operating in all stores; the store steward shall be a member of this committee.
- 23.02 It is the responsibility of the employees to observe such safety provisions, to wear the proper safety equipment as provided by the Employer, and to immediately advise the Employer of any unsafe working conditions.
- 23.03 In the event the Company requires employees to wear protective footwear, such employees shall receive a protective footwear allowance of up to one hundred (\$100.00) dollars per calendar year upon submission of the original receipt of purchase of C.S.A. approved footwear, except that there shall be no reimbursement of a new employee until the employee has completed the employee's probationary period.

24. INTERPRETATIONS

24.01 In this Agreement unless otherwise indicated by the content, the plural shall include the singular.

25. JURY DUTY OR SUBPOENAED CROWN WITNESS

25.01 When an employee with three (3) months' continuous full-time service is called upon to serve on a jury or as a subpoenaed Crown Witness, the Employer shall pay the difference between the fee received from the Crown and the employee's regular weekly wage rate, provided:

- (a) The employee furnishes proof of service by a statement of earnings supplied by the Court.
- (b) The employee provides the Employer with at least 48 hours' notice of when the employee is to report, or immediately on notification.
- (c) The employee returns to work if the employee is called and not kept. However, the employee shall not be required to report for work if less than two (2) hours of the employee's normal shift remains to be worked.
- (d) Such duty falls on a regularly scheduled work day the employee would have worked.

25.02 Employees required to appear in court as a witness in any case directly affecting the Employer will be paid in the same manner as set out above.

25.03 When a night shift employee is required to serve on a jury, and provides management with notice as set out in 25.01 (b), the employee will be rescheduled to work a day shift for the duration of the employee's jury duty. In such rescheduling, it is agreed that all other time limits in this agreement regarding scheduling are waived.

25.04 An employee who is required to report for jury duty will not have the employee's day off changed to coincide with the day the employee is to report for such jury duty.

26. PAY DAY

- 26.01 (a) Except in weeks in which a statutory holiday is observed:
- (1) Regular day shift employees will be paid on Friday morning for work performed during the previous week.
 - (2) Employees on a regular night shift will be paid on the completion of their shift on Friday morning for work performed during the previous week.
- In weeks in which a statutory holiday is observed, every effort will be made to maintain the above schedule.
- (b) All full time and part time employees will be paid by means of mandatory direct payroll deposit.

27. EMPLOYEES' PERSONAL EFFECTS

27.01 The Employer agrees to provide a properly secured area in which employees may keep their personal effects while on duty.

28. CLOTHING

28.01 The Employer agrees to provide uniforms as required by Employer Policy.

29. PENSION PLAN

29.01 As set out in the Letter of Understanding dated October 28, 2019.

FOR UNIFOR, LOCAL 414

FOR THE BARN MARKETS, A
DIVISION OF METRO ONTARIO INC.

Date Signed: _____

Date Signed: _____

APPENDIX "A"
HOURS OF WORK, OVERTIME, HOLIDAYS, ETC. FOR ALL
REGULAR FULL-TIME EMPLOYEES

1. WORK WEEK

- 1.01 The normal workweek for all regular full-time store employees covered by this Agreement shall consist of thirty-seven (37) hours a week to be worked in two (2) days of eight (8) hours each and three (3) days of seven (7) hours each, Monday to Saturday (Sunday to Saturday for employees hired after June 7, 2005, or hired before June 7, 2005 as per article 3.08 below).
- 1.02 All regular full-time employees covered by this Agreement will be scheduled for two (2) consecutive days off (a Saturday-Sunday) once every four (4) weeks. Weeks in which statutory holidays are observed will not be counted in calculating this entitlement. Whenever possible, in the administration of this Article, the Employer will:
- (1) Rotate the schedule so that each employee will receive an equal number of Saturday-Sundays off during the year.
 - (2) Once each year upon one month's prior notice in writing, schedule an employee's Saturday-Sunday off to coincide with the commencement of one (1) of the employee's weeks of vacation.

2. WORK SCHEDULE

- 2.01 The arrangement of the work schedule is to be directed by the Employer in all instances either for the majority of the employees or individuals in accordance with the proper operation of the business.
- 2.02 The regular work schedule for all regular full-time employees will be prepared in ink and will include the employee's last name and initial. The schedule will be posted in each store at the time clock by 5:00 p.m. on Monday of each week.

After 5:00 p.m. Monday, no changes in schedule for the following week will be made, except where changes are necessary due to accident, illness, promotion, demotion, fire, flood, or other similar circumstances beyond the control of the Employer. Where such changes are necessary, the employee will be given notice as far in advance as possible. The Union Steward will receive a copy of this schedule.

2.03 Subject to Article 1.01 above, regular day shift employees may be scheduled to work three (3) shifts of up to eight (8) hours each between the hours of six (6) a.m. and six fifteen (6:15) p.m. when the store is open for business or six thirty (6:30) p.m. when the store closes at six (6) p.m. and two (2) shifts of up to eight (8) hours each between the hours of six (6) a.m. and one half (1/2) hour after store closing or, in the case of an extended hour store, to one-half (1/2) hour after store closing. There shall be no split shifts. All regular eight (8) hour shifts shall be scheduled within nine (9) hours and all regular seven (7) hour shifts will be scheduled within eight (8) hours. There will be a minimum of ten (10) hours between the end of a scheduled shift and the commencement of the following scheduled shift.

To the extent that it is practical and possible, cashiers will not be assigned permanently to the express desk, but will be rotated on this job as the situation in the individual stores will allow.

2.04 Regular day shift employees will not be scheduled to work more than two (2) night openings per week except on a voluntary basis on the part of the employee. No employee will be coerced to work such third night and the choice as to whether the employee decides to do so will be left entirely to the employee. Voluntary agreement as referred to above will not be withheld by employees to the extent of preventing the efficient operation of any store.

2.05 The night shift will be scheduled to work between 10:00 p.m. and 8:30 a.m. on consecutive nights. No employee will be scheduled or required to work alone in the store (this does not apply to Article 3.07 below). Night shift employees will be given a telephone number to call in the event that circumstances result in them being alone on a night shift. In such case the employee may be directed to wait for the arrival of another employee to work with the employee. If it is not possible or practical to have another employee report to work on the shift with the employee, the employee will have the option of: (a) working alone on the shift (b) not working and being paid four (4) hours' pay at the employee's regular hourly rate.

2.06 No employee will be scheduled on a night shift for more than four (4) weeks in any eight (8) week period except by mutual agreement, provided there are sufficient qualified full time employees to participate in the rotation. Where possible, on a six (6) night operation, night shift employees will be rotated each week from a Sunday through Friday shift, to a Monday through Saturday shift.

- 2.07 Employees may be scheduled to work a combination of day shift and night shift provided there is at least ten (10) hours between the end of a scheduled shift and the commencement of their next scheduled shift. Employees scheduled as per this subsection, will be rotated as set out in subsection 2.06 of this Appendix where sufficient staff is available within the store.
- 2.08 If an employee reports for work on the employee's regular shift and there is no work available, the employee shall be paid a minimum of seven (7) hours' pay at the employee's regular rate. When a store is closed due to a storm or a situation beyond the control of the Employer and more than three (3) hours remain on an employee's or employees' scheduled hours, the Employer and the Union will discuss and decide whether or not the employee(s) will be paid for the lost hours.
- 2.09 In the event that the Employer schedules a shift starting at or after 4:00 A.M. and before 6:00 A.M., such shift shall be worked on a voluntary basis, and a premium of eighty (80¢) cents per hour shall be paid for the time period between 4:00 A.M. and 6:00 A.M.

3. OVERTIME

- 3.01 All hours worked in excess of the regular daily work schedule will be paid for at the rate of one and one-half (1 ½) times the employee's regular hourly rate. Overtime will not be paid unless the time worked exceeds five (5) minutes. If the time worked exceeds five (5) minutes, then pay will be computed from the termination of the regular work schedule.
- 3.02 All hours worked on days which are not on an employee's regular daily schedule, shall be paid for at the rate of two (2) times the regular hourly rate, with a minimum of three (3) hours' work, or three (3) hours' pay for that day.
- 3.03 All hours worked on all holidays as listed in Article 7 below, shall be paid for at the rate of one and one-half (1 ½) times (two (2) times if the store was not open for business on the holiday) the regular hourly rate plus the holiday pay, with a minimum of three (3) hours' pay for that day (except in the case of work performed on Civic Holiday which shall be payable at straight time).
- 3.04 The Employer reserves the right to schedule overtime but agrees that overtime work will be kept to a minimum. When overtime is necessary, the employees involved will be given at least two (2) hours' notice, except in the case of emergencies when notice will be given as far in advance as possible.

- 3.05 The Union agrees that the proper operation of the business will require overtime work periodically and that the employees will cooperate fully in the matter. In the case of emergency overtime work on short notice every effort will be made to work it out so as to cause as little inconvenience to individual employees as possible.
- 3.06 No employee will take time off for overtime worked.
- 3.07 If an employee is called back to work after the employee has left the store following the completion of the employee's regular daily shift, the employee shall be paid a minimum of four (4) hours' pay at the employee's regular rate, or the appropriate premium rate for the number of hours worked, whichever is greater.
- 3.08 Work performed on Sunday shall be voluntary for employees hired prior to June 7, 2005, and shall be over and above the regular work week. Employees scheduled to work on Sunday shall receive a minimum of three (3) hours work, and shall be paid a premium of \$1.60 per hour worked. The Sunday premium of \$1.60 per hour shall not be payable to employees who are hired full time after June 7, 2005, or, are advanced to full-time with a part-time start date after June 7, 2005. Employees hired before June 7, 2005, shall have the option of working a regular work week including Sunday. Employees must declare every April 1 and October 1 which option they choose.

4. SHIFT PREMIUMS

- 4.01 Regular full-time employees scheduled as per Article 2.05 of this appendix will be paid a shift premium of one (\$1.00) dollar per hour for all hours worked on such shift, including overtime hours.
- 4.02 An employee who has custody of the store keys and is in charge of the store during hours that the store is closed for business will be paid a premium of sixty-five (.65¢) cents per hour for all hours actually worked when the store is closed for business and the employee is charged with the responsibility of the store and the custody of the keys.
- 4.03 A Clerk who is in charge of the store and has custody of the store keys during hours the store is open for business will be paid a premium of sixty-five (.65¢) cents per hour for all hours worked while such conditions exist. Department Managers may be required to close the store as part of their regular duties. If Clerks are asked, they will do so on a voluntary basis, and there will be no retaliation if the Clerk declines the opportunity.

5. REST PERIODS

- 5.01 There shall be a rest period permitting an employee to be absent from the employee's post of duty for fifteen (15) minutes during the first half of the employee's daily work schedule and for fifteen (15) minutes during the second half of the employee's daily work schedule. Rest periods will be given as near as possible to the midway point in each half shift and under no circumstances will they be combined with meal periods.
- 5.02 If an employee is required to work twelve (12) or more consecutive hours (except for two (2) meal periods) in any one day the employee shall be entitled to a further fifteen (15) minute rest period during the last four (4) hours worked, to be taken as close as possible to the tenth hour.

6. MEAL PERIODS

- 6.01 The lunch and supper periods shall not be more than one (1) hour each and shall be scheduled for each store individually.
- 6.02 By mutual agreement, between the Employer and an employee, an employee may be scheduled for one-half (1/2) hour lunch or supper period. Employees scheduled to work the night shift will be scheduled for one-half (1/2) hour meal period.
- 6.03 Unless it is mutually agreed to the contrary between employees and the Employer, regular day shift employees will not be scheduled for lunch before 11:00 A.M. or dinner before 4:30 P.M. As far as practical, employees will be scheduled for lunch and dinner periods in the same order as they are scheduled for the commencement of their shift.

A meal period shall not be scheduled less than two and one-half (2 1/2) hours after the starting time of an employee's shift.

7. HOLIDAYS

- 7.01 There shall be nine (9) paid holidays each contract year during the term of this agreement. These holidays are as follows:

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

Employees hired after August 16, 2008 shall not be entitled to Civic Holiday. For employees who are advanced from part-time to full-time, the employee's part-time hire date will be used to determine eligibility for the Civic Holiday.

The parties to this Agreement may by mutual agreement in writing, substitute another working day for any of the above listed holidays on an individual store basis and in such case, the substituted day shall be deemed to be the holiday.

- 7.02 The employees shall receive the benefit of any additional holiday that may be proclaimed by the Government during the life of the Agreement.
- 7.03 An employee will not be paid for the above holidays unless the employee works the employee's scheduled full working day before and the employee's scheduled full working day after the holiday unless the absence on the day before or the day after but not both is due to provable illness.
- 7.04 In weeks in which a holiday as listed in Sections 7.01 above is observed, the workweek will be reduced to twenty-nine (29) hours (1 day of 8 hours and 3 days of 7 hours each). In weeks in which two (2) holidays as listed in Section 7.01 above are observed, the workweek will be reduced to twenty-three (23) hours (1 day of 7 hours and 2 days of 8 hours each).
- 7.05 Effective January 1, 2020, full-time employees with fifteen (15) years of full-time seniority service credit, including any part-time to full-time seniority credit, shall be entitled to a personal day each calendar year.

8. TIME AND ATTENDANCE CARDS

- 8.01 Time and attendance cards must be swiped to show:
- the time the employee commences work
 - the time in and out for rest periods
 - the time in and out for lunch or supper periods
 - the time the employee finishes work
- 8.02 Each employee is required to swipe the employee's time and attendance card as indicated above and is personally responsible for the accuracy of the entries on the employee's timecard. Errors in swiping must be corrected and initialled by the Employer or his/her appointee as soon as they are discovered. It is a serious offence subject to disciplinary action up to and including the dismissal of an employee to:
- (a) swipe another employee's time and attendance card
 - (b) fail to swipe the employee's own timecard as required.

APPENDIX B

1.01 Classifications and Hourly Rates of Pay Applicable Thereto

	EFFECTIVE Oct. 27, 2019 <u>HRLY</u>	EFFECTIVE Oct. 25, 2020 <u>HRLY</u>	EFFECTIVE Oct. 24, 2021 <u>HRLY</u>	EFFECTIVE Oct. 23, 2022 <u>HRLY</u>
<u>Clerk</u>				
Start	MW	MW	MW	MW
6 Months	MW + \$0.10	MW + \$0.10	MW + \$0.10	MW + \$0.10
12 Months	MW + \$0.20	MW + \$0.20	MW + \$0.20	MW + \$0.20
18 Months	MW + \$0.30	MW + \$0.30	MW + \$0.30	MW + \$0.30
24 Months	MW + \$1.00	MW + \$1.00	MW + \$1.00	MW + \$1.00
30 Months	\$17.65	\$18.05	\$18.45	\$18.85

Meat Cutters

(Pre August 16, 2008)

\$20.15	\$20.55	\$20.95	\$21.35
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Meat Cutters

(Hired after August 16, 2008)

Start	MW	MW	MW	MW
6 Months	MW+\$0.50	MW+\$0.50	MW+\$0.50	MW+\$0.50
12 Months	MW+\$1.00	MW+\$1.00	MW+\$1.00	MW+\$1.00
18 Months	MW+\$1.50	MW+\$1.50	MW+\$1.50	MW+\$1.50
24 Months	MW+\$2.00	MW+\$2.00	MW+\$2.00	MW+\$2.00
30 Months	\$19.15	\$19.55	\$19.95	\$20.35

***Produce Chief Clerk, **Meat Chief Clerk, ***Deli Chief Clerk, Front End Chief Clerk, Seafood Manager, Floral Manager**

Start	MW+\$1.00	MW+\$1.00	MW+\$1.00	MW+\$1.00
6 Months	MW+\$1.10	MW+\$1.10	MW+\$1.10	MW+\$1.10
12 Months	MW+\$1.20	MW+\$1.20	MW+\$1.20	MW+\$1.20
18 Months	MW+\$2.50	MW+\$2.50	MW+\$2.50	MW+\$2.50
24 Months	\$20.90	\$21.30	\$21.70	\$22.10

Bookkeeper, Bake-off Manager

Start	MW+\$1.00	MW+\$1.00	MW+\$1.00	MW+\$1.00
6 Months	MW+\$1.10	MW+\$1.10	MW+\$1.10	MW+\$1.10
12 Months	MW+\$1.20	MW+\$1.20	MW+\$1.20	MW+\$1.20
18 Months	MW+\$3.00	MW+\$3.00	MW+\$3.00	MW+\$3.00
24 Months	\$21.40	\$21.80	\$22.20	\$22.60

Produce Manager, Grocery Manager, Deli Manager

Start	MW+\$1.00	MW+\$1.00	MW+\$1.00	MW+\$1.00
6 Months	MW+\$1.10	MW+\$1.10	MW+\$1.10	MW+\$1.10
12 Months	MW+\$1.20	MW+\$1.20	MW+\$1.20	MW+\$1.20
18 Months	MW+\$3.00	MW+\$3.00	MW+\$3.00	MW+\$3.00
24 Months	\$21.65	\$22.05	\$22.45	\$22.85

Meat Manager

Start	MW+\$1.00	MW+\$1.00	MW+\$1.00	MW+\$1.00
6 Months	MW+\$1.10	MW+\$1.10	MW+\$1.10	MW+\$1.10
12 Months	MW+\$1.50	MW+\$1.50	MW+\$1.50	MW+\$1.50
18 Months	MW+\$3.50	MW+\$3.50	MW+\$3.50	MW+\$3.50
24 Months	\$22.90	\$23.30	\$23.70	\$24.10

* There will be a Produce Chief Clerk in a store where there are four (4) or more full-time Produce Department employees.

** There will be a Meat Chief Clerk in a store where there are three (3) or more Meat Cutters including the Meat Manager.

1.02 Classifications and Hourly Rates of Pay Applicable Thereto Pertaining to a Combo Bakery

Decorator

Start	MW	MW	MW	MW
6 Months	MW + \$0.10	MW + \$0.10	MW + \$0.10	MW + \$0.10
12 Months	MW + \$0.20	MW + \$0.20	MW + \$0.20	MW + \$0.20
18 Months	MW + \$0.30	MW + \$0.30	MW + \$0.30	MW + \$0.30
24 Months	MW + \$1.00	MW + \$1.00	MW + \$1.00	MW + \$1.00
30 Months	\$17.65	\$18.05	\$18.45	\$18.85

Baker

Start	MW	MW	MW	MW
6 Months	MW+\$0.50	MW+\$0.50	MW+\$0.50	MW+\$0.50
12 Months	MW+\$1.00	MW+\$1.00	MW+\$1.00	MW+\$1.00
18 Months	MW+\$1.50	MW+\$1.50	MW+\$1.50	MW+\$1.50
24 Months	MW+\$2.00	MW+\$2.00	MW+\$2.00	MW+\$2.00
30 Months	\$19.15	\$19.55	\$19.95	\$20.35

Bakery Manager

Start	MW+\$1.00	MW+\$1.00	MW+\$1.00	MW+\$1.00
6 Months	MW+\$1.10	MW+\$1.10	MW+\$1.10	MW+\$1.10
12 Months	MW+\$1.20	MW+\$1.20	MW+\$1.20	MW+\$1.20
18 Months	MW+\$3.25	MW+\$3.25	MW+\$3.25	MW+\$3.25
24 Months	\$22.25	\$22.65	\$23.05	\$23.45

2. GENERAL

- 2.01 Increases in pay within classifications for employees who have qualified will be effective on the first Sunday following the anniversary date of their employment or promotion as the case may be.
- 2.02 The Union shall have the right to take up specific wage rates for any individual employee at any time during the life of this Agreement.
- 2.03 Nothing in this Agreement shall prevent the hiring of any employee at any rate of pay above the minimum rate.
- 2.04 All sales volumes contained in this Agreement are fifty-two (52) week averages calculated at the end of each of the Employer's four (4) fiscal quarters. Each June, the sales volumes in this Agreement will be increased by the percentage increase in the Food Section of the C.P.I. during the preceding year (May to May).
- 2.05
- (a) Full time employees who are at an end rate of pay shall receive the following:
 - 1) October 27, 2019 – end rates to be increased by 0.35¢ per hour.
 - 2) October 25, 2020 – end rates to be increased by 0.40¢ per hour.
 - 3) October 24, 2021 – end rates to be increased by 0.40¢ per hour.
 - 4) October 23, 2022 – end rates to be increased by 0.40¢ per hour.
 - (b) All employees in receipt of a wage progression rate of pay will not receive the above increases, and will only receive wage progressions until such employee reaches an end rate of pay.
- 2.06 One (1) employee in each store will be assigned by the Company as an assistant bookkeeper, and shall receive a premium of five (\$5.00) dollars per week.
- 2.07 In the event that during the renovation/replacement of the existing store, the salad bar and/or the food service department are removed, it is agreed that the classifications of Salad Bar Operator and/or Food Service Operator shall be eliminated in that store. Incumbents in these positions hired before August 16, 2008 will be “grandfathered” after the above store renovation/replacement, but not replaced. The classifications of Food Service Operator and Salad Bar Operator shall not apply in those stores that are converted to or opened under the “Barn Collective Agreement” after August 16, 2008.

- 2.08 The classification of Floral Manager will be appointed in full service floral departments. It is prerequisite that the employee holds a floral design certificate and has prior experience working as a floral designer. Such jobs will be filled by appointment, not subject to a posting.
- 2.09 The classification of Seafood Manager will be filled in stores with full service Seafood departments.

3. CHRISTMAS BONUS

- 3.01 All full-time employees on the payroll of the Employer as of December 1st in any year who have completed six (6) months' continuous service with the Employer shall be entitled to Christmas bonus of fifty (\$50.00) dollars payable on or before December 15th.

4. MEAT CUTTERS

- 4.01 A meat cutter is an employee who can process primal cuts into retail cuts to the Employer's standards, and who spends over 50% of the employee's time cutting meat.

5. CLERKS

- 5.01 Normally a Clerk will perform the following functions:
- cashier
 - price changing
 - snack bar attendant
 - bakery counter attendant
 - wrappers and packers in any department
 - finishers in the bakery department
 - stocking shelves
 - cleaning
 - receiving
 - truck unloading
 - carryouts
 - clerk in charge of hot food deli counter
 - other similar duties as assigned.

APPENDIX "C"

All matters relative only to part-time employees and their wages and working conditions shall be contained within this Appendix.

1. SENIORITY

- 1.01 The probationary period for all new employees shall be one hundred and fifty (150) worked hours or ninety (90) days during one period of employment, whichever comes first. During this probationary period, new employees may be discharged by the Employer without recourse to the Grievance and Arbitration procedures.
- 1.02 New employees may be secured from any source that the Employer desires.
- 1.03 Seniority for all purposes will be on an individual store basis. Seniority lists shall be prepared and a copy supplied to the District Union Office semi-annually.
- 1.04 Seniority shall be lost and employment deemed to be terminated if the employee:
- (a) Voluntarily quits;
 - (b) Is discharged for cause and the discharge is not reversed through the Grievance Procedure;
 - (c) Does not work for a period of twenty-six (26) consecutive weeks;
 - (d) Fails to return to work at the expiration of a Leave of Absence, without a reason satisfactory to the Employer;
 - (e) Has an unreported absence for three (3) consecutive scheduled working days without a satisfactory reason.
- 1.05 Part time employees will be considered for advancement to full-time providing they have a valid application on file for full-time work, and are able to perform the job in a competent manner. Part-time employees desiring full-time employment will make application in writing to their Employer on a form provided by the Employer.

In hiring new full-time employees for a store, the Employer agrees to advance part-time employees by experience from the above mentioned list for that store in order of date of application provided they are qualified to perform the work available. A part-time employee, who declines an offer of full-time employment on a job for which the employee has experience, will be moved to the bottom of the list as of the date of the employee's refusal. To remain on the list, an employee must reconfirm the employee's application by January 31st of each year.

2. MANAGEMENT

2.01 The management of the business shall control the direction of the staff including the right to plan, direct and control the operations, make and place signs and/or assign the making and placement of signs, order product and place shelf tickets and/or assign the ordering of product and the placement of shelf tickets, hire, suspend or discharge for proper cause, relieve employees from duty because of lack of work or other legitimate reasons.

The right to study or introduce new or improved production methods or facilities, the right to establish and maintain reasonable rules and regulations covering the operation of the stores, a violation of which shall be among the reasons for discharge, are vested in the Employer, provided, however, that the above rights shall be exercised subject to the provisions of the grievance procedure of this Agreement. This right to grieve shall only apply, however, where the wages or working conditions of an employee are directly affected.

3. UNION ACTIVITIES

3.01 Union duties and activities will not be carried on during hours of employment except that the business agent or other known executive of the Union may, after making the employee's presence known to the Employer, or the employee's appointee, enter the store during business hours to observe the performance of this agreement, and to interview employees for the purpose of hearing grievances. It is understood that such visits will be timed to cause as little disruption as possible to the normal conduct of business. It is further understood that representatives of the Union will comply with Employer regulations and restrictions.

4. NO STRIKES OR LOCKOUTS

4.01 Should grievances arise between the Employer and the Union or employee or employees as to the meaning and application of any provisions of this Agreement, or as to the compliance of either party with any of the provisions of this Agreement, it is agreed that during the life of this Agreement there shall be no strikes, walkouts, pickets, boycotts, stoppages of work or lockouts. The settlement of any such grievance is to follow the procedure set out in Article 5, Adjustment of Grievances.

5. ADJUSTMENT OF GRIEVANCES

5.01 GRIEVANCE PROCEDURE: STEP ONE

It is the mutual desire of the parties hereto that legitimate complaints of employees shall be adjusted as quickly as possible. If an employee has any complaint or question which the employee wishes to discuss with the Employer, other than discharge as outlined in Article 10.02, which is not subject to grievance or arbitration, the employee, along with the Store Steward, shall discuss the matter with the employee's Employer. If the complaint or question is not settled to the employee's satisfaction by the end of the following working day, the employee either along with or through the employee's Union Steward, may file a grievance in writing concerning the matter with the Employer. Such grievance shall state the nature of the grievance, the clause or clauses alleged to have been violated and shall be signed by the employee. Such grievance must be delivered personally to the Employer by the Grievor or the employee's Store Steward within seven (7) working days of the alleged occurrence said to have caused the grievance or the right to grieve shall be forfeited. Within three (3) working days of its presentation to the Employer, the employee shall give the employee's reply in writing to the Grievor on the grievance form.

If the grievance is not settled to the satisfaction of the employee concerned within three (3) working days of its presentation to the Employer in writing, the grievance shall be turned over to the Union Representative who shall determine if the grievance has merit before taking the matter to Step Two. In such case, it is agreed that no member of Management will discuss the grievance with the employee, nor will the employee discuss the grievance with any member of Management, without a union steward or representative being present.

5.02 GRIEVANCE PROCEDURE: STEP TWO

If the grievance has not been settled satisfactorily in Step One above, then within seven (7) working days from receiving the reply of the Manager in Step One, the Union Representative shall give the Employer Representative or his/her appointee notice in writing of his/her desire to meet with him/her in order to settle the grievance and shall enclose a copy of the grievance in writing signed by the employee concerned.

The grievance to be discussed shall be itemized and shall state the clause or clauses of the agreement, if any, alleged to have been violated. The Employer Representative or his/her appointee, who shall have full authority in the matter, shall acknowledge receipt of the notice of the meeting in writing and shall meet within seven (7) working days of such receipt of grievance. The Employer Representative shall give his/her reply in writing within seven (7) working days of the hearing of the grievance in Step Two.

5.03 ARBITRATION

If a complaint or grievance is not settled to the satisfaction of either party at Step Two, then within seven (7) working days following receipt of the written reply from Step Two either party (subject to Article 6.08) may request that the grievance or complaint be submitted to a board of three (3) arbitrators, one to be selected by the Employer, one by the Union, and a third agreed upon by the other two arbitrators. Such a request for arbitration shall be made by one party to the other in writing by registered mail within the period allowed in this article and shall be accompanied by the nomination of an arbitrator. Within one week after the receipt of such request the other party shall nominate an arbitrator.

If the two arbitrators fail to agree on the third member of the Board within one week after their appointment, the Minister of Labour of the Provincial Government shall be asked to select a third member who shall be the Chairman. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.

The decision of the majority is the decision of the arbitration board, but if there is no majority the decision of the Chairman shall govern. The cost of the arbitrator appointed by the Employer and the Union shall be borne by each party respectively, and the cost of the third member of the Arbitration Committee will be borne equally by the Company and the Union. This Arbitration Board shall not make decisions inconsistent with the provisions of this agreement, nor alter, modify, or amend any part of this agreement.

- 5.04 No matter may be submitted to arbitration which has not been properly processed according to the prescribed grievance procedure.
- 5.05 No person may be appointed to an Arbitration Board who has been involved in an attempt to negotiate a settlement of the grievance.
- 5.06 Notices required to be in writing shall be deemed to be properly given if given orally or by telephone and confirmed by letter postmarked no later than the final day for giving notice.

- 5.07 Any difference arising directly between the Employer and the Union as to the interpretation, application, or administration of this agreement may be submitted by either party to the other as set out below:
- (a) if the matter concerns a particular store, the Union through the Store Steward or the Business Agent, will process the matter through Step One of the grievance procedure (Article 6.01) in exactly the same manner as an individual employee grievance.
 - (b) if the matter concerns a number of stores or the general administration, application, or interpretation of the Agreement and, therefore, could not be resolved by an individual Store Manager, the Union may file a grievance at Step Two (Article 6.02).
 - (c) any grievance filed by the Employer would be filed at Step Two (Article 6.02) with the International Representative responsible for the area with a copy to the Local Director.
- 5.08 Any grievance or complaint may be considered at a meeting between the Union Representative and the Employer Representative or his/her appointee; however, only grievances or complaints which arise through the interpretation or alleged violation of the provisions of this Agreement shall form the subject of arbitration.
- 5.09 Upon notification in writing from the Union, the Employer agrees to recognize the appointed or elected representatives of the Union in each store who will be known as the Store Steward and the Substitute Store Steward. It is agreed that the Substitute Store Steward will function only when the regular Store Steward is absent. The Store Steward will not be transferred from one store to another except by mutual agreement between the employee and the Employer, or where it is agreed between the Employer and the Union that such a transfer should be made. The store steward shall suffer no loss of pay for time spent meeting with Employer officials to discuss grievances during the employee's scheduled hours of work.
- 5.10 The Union Steward, or in the employee's absence the Substitute Steward, or in the employee's absence another union member in the store chosen by the employee concerned, shall be present when any member of the bargaining unit:
- (a) is accused of and questioned regarding a serious breach of conduct or suspected dishonesty,
 - (b) is given an official reprimand,
 - (c) is demoted, suspended, discharged, or laid off.

The Union Steward, or the employee's substitute as set out above, will sign documentation for the Employer attesting to the employee's presence at such meeting. In the event that the Union Steward or his/her substitute as set out above is not present, the action taken by the Employer will be null and void until such time as the employee is reformed of the matter in the presence of the Union Steward or his/her substitute.

An exception to the above is where it is necessary for the Employer to inform an employee by mail of the employee's discharge, suspension, demotion, or layoff. In such case, the notice will emanate from the Employer, and in lieu of having the Union Steward present as set out above, a copy of the notice will be sent to the Union office by Registered Mail.

If the Employer or its agents use a tape recorder at a meeting as set out in (a) (b) or (c) above, a second recorder will be used and a duplicate tape will be given to the union at the end of the meeting.

- 5.11 No store steward or member of a union committee shall leave his/her post of duty during the employee's normal working hours to discuss union business with employees and/or union representatives without first notifying the employee's Employer, or its appointee.
- 5.12 A suspended or discharged employee may present a grievance which shall be in writing in duplicate to the Employer Representative within five (5) working days after discharge, and in the event of such grievance, the procedure shall follow from Step Two of the Grievance Procedure to final settlement. If the final finding is that the employee has been unjustly suspended or discharged the employee shall be reinstated to the employee's former position or wage classification without loss of seniority, and shall be compensated for all time lost, or the employee shall be granted such lesser compensation as may be deemed fair in the circumstances by the parties, or in the advent of arbitration by the Arbitration Board.
- 5.13 Decisions arrived at between the Employer, the employee and the Union on the adjustment of any employee's grievance shall be final and binding upon the Employer, the Union and the employee or employees concerned.
- 5.14 The time limits referred to in this Article may be shortened or lengthened by mutual agreement in writing. The Employer will agree to extend time limits in regard to arbitration where there is an appeal under the Ontario Labour Relations Act.
- 5.15 The time limits referred to in Article 5.01 will not apply where a grievance concerns an alleged error in an automatic increase within a wage progression, but will apply where wage rates form part of a grievance relating to matters of promotion and reclassification.

6. SAFETY

- 6.01 The Union will uphold reasonable rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in case of absence, as well as businesslike conduct on Employer premises.
- 6.02 A need exists for improved methods and production in the interests of the employees and the Employer. The Union agrees to cooperate with the Employer in the installation of any such methods, in suggesting improved methods, and in the education of its members for the necessity of such changes and improvements. The Employer agrees that it will give the Union notice as far as possible in advance of any of the above mentioned changes.
- 6.03 In the event the Company requires employees to wear protective footwear, such employees shall receive a protective footwear allowance of up to one hundred (\$100.00) dollars once every two (2) calendar years upon submission of the original receipt of purchase for C.S.A. approved footwear, except that there shall be no reimbursement of a new employee until the employee has completed the employee's probationary period.

7. TIME AND ATTENDANCE CARDS

- 8.01 Time and attendance cards must be swiped to show:
- the time the employee commences work
 - the time in and out for rest periods
 - the time in and out for lunch or supper periods
 - the time the employee finishes work
- 8.02 Each employee is required to swipe the employee's time and attendance card as indicated above and is personally responsible for the accuracy of the entries on the employee's timecard. Errors in swiping must be corrected and initialled by the Employer or his/her appointee as soon as they are discovered. It is a serious offence subject to disciplinary action up to and including the dismissal of an employee to:
- (a) swipe another employee's time and attendance card
 - (b) fail to swipe the employee's own timecard as required.

8. EMPLOYEE CONDUCT

- 8.01 The Union agrees that it will uphold the rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in the case of absence, conduct on the job and all other rules and regulations established by the Employer.
- 8.02 Should an employee intentionally give false or misleading information in the completion of the employee's Application for Employment Form, or the employee's Bond Application Form, the employee may be discharged without further recourse, within one (1) year of date of hire.

9. MEMBERSHIP IN THE UNION AND COLLECTION OF DUES

- 9.01 With reference to such of its part-time store employees as are covered by this Appendix the Employer will retain in its employ only members in good standing of the Union or those who become members in good standing of the Union within the first one hundred and fifty (150) worked hours or ninety (90) days during one period of employment, whichever comes first.

The Union agrees that it will not unreasonably deny application for admission to the Union. The Employer agrees to notify the Area Union Office of all new employees and their classification at least monthly. The Union agrees to notify the Employer in writing by registered mail of the name of any employee who is not in good standing with the Union. The Employer agrees to have all new employees sign Applications for membership and forward them to the Union.

It is agreed that the Union shall save the Employer harmless for any and all claims arising from this Section which may be made against it by an employee.

- 9.02 The Employer will deduct regular dues and special assessments, as certified by the Union in writing, for all part-time employees who have worked in a calendar month. Such dues will be deducted in the first three (3) weeks in each calendar month. There will be no deduction for the remaining week(s) in each calendar month unless there is an arrears situation. Such dues are to be remitted to 274 Alliance Road, #1, Milton, Ontario, L9T 2V2, by the 15th day of the following month.
- 9.03 The Company will deduct initiation fees as certified by the Union in writing from all part-time employees. Such initiation fees will be remitted to the Union with the union dues as set out above.

10. WORK SCHEDULE

- 10.01 When a part-time employee is ordered to report for work, and reports as ordered, the employee shall be guaranteed at least four (4) hours' work or four (4) hours' pay.
- 10.02 No split shifts will be permitted unless each part of the split shift amounts to four (4) hours or more.
- 10.03 In scheduling or calling in part-time employees for work, the Employer agrees to recognize length of continuous service of the employee on an individual store basis, provided the senior employee has the ability and qualifications to perform the job in a competent manner. In the application of this provision, the Company will not be obligated to work an employee in excess of twenty-four (24) hours per week.
- 10.04 Part-time employees with one (1), five (5) or eight (8) or more years of continuous service will be scheduled for a minimum of fifteen (15), twenty (20) or twenty-four (24) hours per week respectively provided:
- (a) such schedule of hours are available in the employee's store
 - (b) the employee is available to work the available hours
 - (c) the employee has the ability to perform the normal requirements of the work available
 - (d) full availability will normally be two (2) shifts and Saturday each week, except that employees may be required to add one (1) or two (2) shifts in order to receive their minimum hours. Secondly, employees will be scheduled rotating start times when working on either day shifts or evening shifts. If employees limit their availability contrary to the foregoing, they may not receive their minimum hours as set out in article 10.04. The scheduler will schedule minimum hours by seniority, within an employee's availability subject to 10.04 (a), (b), (c) and (d).

Where the schedule of hours is such that all part-time employees with one (1), five (5) or eight (8) or more years continuous service, who desire to work a minimum of fifteen (15), twenty (20), or twenty-four (24) hours per week respectively, are not able to do so, the minimum schedules will be allocated in order of seniority. The employees who, as a result do not obtain the minimum schedule, will be scheduled in order of seniority for the maximum number of hours available.

A part-time employee with one (1), five (5), or eight (8) or more years of continuous service who elects not to accept the minimum schedule of fifteen (15), twenty (20), or twenty-four (24) hours per week respectively will be locked into such decision for a period of six (6) months.

Part-time employees with less than one (1) year's continuous service will be scheduled for the remaining available hours taking into consideration the employee's length of continuous service, and the employee's ability to perform the normal requirements of the work.

- 10.05 A schedule showing the part-time employee's hours of work for the following week will be posted at the time clock by 5:00 p.m. Monday for the following week, a copy of which will be given to the Union Steward. The posting does not constitute a guarantee of work for that week. If part-time employees are scheduled to report for work and work is not available, they will be notified at least two (2) hours before the scheduled starting time not to report to work except where changes are necessary as a result of circumstances beyond the control of the Employer, but in such case the Employer will give notice as far in advance as possible. The Employer has the right to call in other part-time employees not previously scheduled to work if required by the business. No part-time employee will be forced to work more than five (5) days in any week.

In the event that an employee has had the employee's shift cancelled, and subsequently the Employer requires additional help on the same day and in the same department, such employee shall be entitled to the additional hours notwithstanding the employee's position on the seniority list and providing the employee is available. The Employer shall endeavour to make initial contact with the employee by telephone, and in the event the employee cannot be contacted as witnessed by another bargaining unit member, the Employer may assign the hours to another employee.

- 10.06 In any week in which a part-time employee works in excess of twenty-eight (28) hours, the employee will be paid at least the hourly equivalent of the full-time starting rate or the employee's part-time rate whichever is the greater. In calculating a part-time employee's entitlement to this rate, hours worked on overtime, on Sundays and on holidays will not be included in the calculation
- 10.07 In the event a full-time employee is absent due to sickness, leave of absence, or accident/injury, in excess of two (2) full consecutive weeks, and such employee's absence places the store staffing below the minimum number of full-time employees required, as outlined in Article 10.01, a part-time employee shall be advanced temporarily to work full-time hours. Should such condition continue in excess of three (3) months, a full-time employee will be hired in order to bring the staff up to the minimum.
- 10.08 In the event that a part-time employee relieves an absent department manager for a full week, the employee shall receive a premium of fifteen (\$15.00) dollars per week of relief.

- 10.09 Applications for training will be available to employees who are not currently receiving their minimum hours. Such applications shall be submitted to the Store Manager on a form supplied by the Employer. Should the Store Manager and the applicable Department Manager decide to train an employee to perform the duties in a different department within the store, the Store Manager shall assign such training to the senior eligible applicant, within thirty (30) days.

11. OVERTIME

- 11.01 Part-time employees will be paid time and one-half (1 1/2) their regular hourly rate for all hours in excess of eight (8) per day, or thirty-seven (37) per week; however, in no case will hours that qualify for the daily premium also qualify for the weekly premium.
- 11.02 Part-time employees will be paid time and one-half (1 1/2) their regular hourly rate for all hours worked on a holiday as listed in Article 18.01 below (except in the case of work performed on Civic Holiday which shall be payable at straight time).
- 11.03 Part-time employees will be paid a premium of \$1.60 per hour for all hours worked on a Sunday. Work performed on Sunday shall be voluntary for employees hired prior to June 7, 2005, and shall be over and above the regular work week. The Sunday premium of \$1.60 per hour shall not be payable to employees who are hired after June 7, 2005.

12. MEAL AND REST PERIODS

- 12.01 A part-time employee who works three and one-half (3 1/2) consecutive hours, but less than or equal to five (5) consecutive hours, shall be entitled to one (1) fifteen (15) minute rest period without loss of pay.
- 12.02 A part-time employee who works more than five (5) consecutive hours, but less than seven (7) consecutive hours, shall be entitled to one-half (1/2) hour rest period, fifteen (15) minutes of which shall be without loss of pay.
- 12.03 A part-time employee who works seven (7) consecutive hours or more shall be entitled to two (2) fifteen (15) minute rest periods without loss of pay, and one-half (1/2) hour unpaid meal period. The one half (1/2) hour unpaid meal period is to be taken no later than the end of the fifth hour of work. By mutual agreement between an employee and the Employer, an employee may be scheduled for a one (1) hour unpaid meal period.

13. BEREAVEMENT

- 13.01 A part-time employee, temporarily working full-time relieving a full-time employee absent due to sickness, vacation, leave of absence, or accident/injury, will be eligible for bereavement leave as set out in Article 16 of the body of the Agreement if a qualifying bereavement occurs during the period the employee was relieving the full-time employee.
- 13.02 A part-time employee, who has completed the employee's probationary period, will be paid the employee's regular hourly rate of pay for all regular hours that were scheduled on the day of the funeral of the employee's grandmother, grandfather, grandchildren.
- 13.03 The Employer agrees to grant part-time employees with twelve (12) months continuous service the necessary time off up to three (3) days with pay at the time of death of the following relatives of the employee in order to attend the funeral; father, mother, spouse as defined by law, son, daughter, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law.

14. LEAVE OF ABSENCE

- 14.01 All requests for personal leave of absence shall be made to the Employer in writing by the employee concerned and the letter shall indicate in full the reason for requesting the leave of absence. Each request will be considered on its individual merit and the granting or refusal of all such requests for leave of absence shall be made by the Employer in writing to the employee concerned with a copy to the Union Office within fourteen (14) days. Where the request is refused, the letter will state the reason for the refusal.
- 14.02 If an employee is elected to an office in the Union and the performance of such office requires leave of absence, such leave of absence (up to a maximum of twelve (12) months) without pay or other benefits shall be arranged between the Union, the employee, and the Employer. Except in cases of emergency, beyond the control of the Union, the Union agrees to notify in writing the Employer at least thirty (30) days in advance that such leave of absence is requested. Leave of absence, if arranged, shall state the length of time the employee may be absent (up to a maximum of twelve (12) months)

- 14.03 If an employee is elected a delegate of the Union to a Union Convention, Seminar, or Educational Conference, and such attendance requires leave of absence, such leave of absence, without pay, shall be arranged by mutual agreement between the Union, the employee, and the Employer. Except in cases of emergency, beyond the control of the Union, the Union agrees to notify in writing the Employer at least fifteen (15) days in advance that such leave of absence is requested. Leave of absence, if arranged, shall state the length of time the employee may be absent and such absence shall not exceed three (3) weeks. If the leave of absence is for less than one (1) full week, the employee's day off that week will be scheduled for a day other than those days included in the leave of absence.
- 14.04 An employee granted leave of absence as outlined above in subsections 4.01, 4.02, 4.03, shall be restored without loss of seniority to the employee's former position or to a similar position at the then prevailing wage rate at the expiration of the employee's leave of absence. This provision becomes void, however, if the absence exceeds the period granted.

14.05 PREGNANCY AND PARENTAL LEAVE OF ABSENCE

- (a) The Employer will grant pregnancy leave and/or parental leave, without pay, in accordance with the Employment Standards Act (E.S.A.) of Ontario to those employees who make application on forms supplied by the Employer.
- (b) In the event of a miscarriage, the employee will be granted a leave of absence in accordance with the provisions of the Employment Standards Act.
- (c) Pregnancy leave of absence will be without pay. Continuation of benefits under the Company benefit plans will be subject to the provisions of the Employment Standards Act.

Employees granted pregnancy leave of absence, will accumulate seniority during any such leave of absence. Except in cases where it is not possible or practical, on being reinstated, the employee will return to the position and store in which the employee was employed prior to the commencement of the leave of absence. The employee will receive the same salary the employee received at the commencement of the employee's leave of absence, plus any general increase which may have been granted in the interim.

- 14.06 An employee with thirteen (13) weeks' continuous service who adopts a child or who applies for Parental Leave of Absence will be granted a leave of absence in accordance with the Employment Standards Act provided the employee makes application in writing to the Human Resources Manager at least two (2) weeks before the commencement of the desired leave of absence and presents satisfactory proof of adoption which requires a leave of absence. In cases where the adoption agency requires additional time off, the Parties will meet to discuss an extension of the leave of absence.

- 14.07 A part-time student employee will be granted a leave of absence without pay to participate in a school sponsored work experience program.
- 14.08 An employee with ten (10) years or more of continuous service shall be entitled to up to four (4) weeks of vacation without pay in a calendar year. The scheduling of such vacation time off shall be subject to Employer approval on an individual store basis.
- 14.09 (a) An employee with five (5) years' service as of May 1st in any year shall receive vacation pay equal to six (6%) percent of the previous year's earnings.
- (b) In cases of dismissal, where dishonesty, substance abuse on the job, or willful damage of Employer property is involved, the above method of payment will not apply. In such cases only the legal provincial allowance will be paid.
- 14.10 A student enrolled in full time studies at a college or university in another city more than 40 kilometers from their home may be granted a leave of absence of one semester (up to a maximum of 4 months) without loss of seniority. The employee must complete and provide the leave of absence form to their Store Manager (or designate) a minimum of 2 weeks prior to the requested start date and must notify the Store Manager (or designate) in writing a minimum of 2 weeks in advance of their return date.

15. WAGES

- 15.01 (a) Part time employees who are at an end rate of pay (excluding students under 18 years of age, PT hired after August 16, 2008 and Courtesy clerks), shall receive the following:
- 1) October 27, 2019 – end rates to be increased by 0.35¢ per hour.
 - 2) October 25, 2020 – end rates to be increased by 0.40¢ per hour.
 - 3) October 24, 2021 – end rates to be increased by 0.40¢ per hour
 - 4) October 23, 2022 – end rates to be increased by 0.40¢ per hour.
- (b) All employees in receipt of a wage progression rate of pay will not receive the above increases, and will only receive wage progressions until such employee reaches an end rate of pay.

Part-time employees who are students under 18 years of age, Courtesy Clerks, and part-time employees hired after August 16, 2008, will be paid in accordance with the applicable wage progression schedules set out in (e), (f), and (h) below..

(c) **The wage schedule for part time employees hired prior to August 16, 2008, shall be as follows:**

Eff.	Eff.	Eff.	Eff.
Oct. 27, 2019	Oct. 25, 2020	Oct. 24, 2021	Oct. 23, 2022
\$15.20	\$15.60	\$16.00	\$16.40

(d) **Rates for part-time employees hired after August 16, 2008, shall be as follows:**

Hours	Oct. 27, 2019	Oct. 25, 2020	Oct. 24, 2021	Oct. 23, 2022
0-650	(MW)	(MW)	(MW)	(MW)
651-1300	MW + \$0.05	MW + \$0.05	MW + \$0.05	MW + \$0.05
1301-1950	MW + \$0.10	MW + \$0.10	MW + \$0.10	MW + \$0.10
1951-2600	MW + \$0.15	MW + \$0.15	MW + \$0.15	MW + \$0.15
2601-3250	MW + \$0.20	MW + \$0.20	MW + \$0.20	MW + \$0.20
3251-3900	MW + \$0.25	MW + \$0.25	MW + \$0.25	MW + \$0.25
3901-4550	MW + \$0.30	MW + \$0.30	MW + \$0.30	MW + \$0.30
4551-5200	MW + \$0.40	MW + \$0.40	MW + \$0.40	MW + \$0.40
5201-5850	MW + \$0.50	MW + \$0.50	MW + \$0.50	MW + \$0.50
5851-6500	MW + \$0.60	MW + \$0.60	MW + \$0.60	MW + \$0.60
6501 and over	\$15.00	\$15.20	\$15.40	\$15.55

Note: MW means minimum wage

(e) Part time employees who are at an end rate of pay (excluding students under 18 years of age, PT hired before August 16, 2008 and Courtesy clerks), shall receive the following:

- 1) October 27, 2019 – end rates to be increased by 0.40¢ per hour.
- 2) October 25, 2020 – end rates to be increased by 0.20¢ per hour.
- 3) October 24, 2021 – end rates to be increased by 0.20¢ per hour
- 4) October 23, 2022 – end rates to be increased by 0.15¢ per hour.

(f) Rates of pay applicable to part time employees who are students under 18 years of age is as follows:

Hours	Oct. 27, 2019	Oct. 25, 2020	Oct. 24, 2021	Oct. 23, 2022
0-1300	SMW			
1301-1950	SMW + \$0.05			
1951 and over	SMW + \$0.10			

Upon attaining age 18, the employee shall be placed on the part time wage progression for employees hired after August 16, 2008 in (d) above.

Note: SMW means
Student Minimum wage

(g) Part-time meat cutters

Hours	Oct. 27, 2019	Oct. 25, 2020	Oct. 24, 2021	Oct. 23, 2022
0-300	(MW)	(MW)	(MW)	(MW)
301-650	MW + \$0.05	MW + \$0.05	MW + \$0.05	MW + \$0.05
651-1300	MW + \$0.10	MW + \$0.10	MW + \$0.10	MW + \$0.10
1301-1950	MW + \$0.15	MW + \$0.15	MW + \$0.15	MW + \$0.15
1951-2600	MW + \$0.20	MW + \$0.20	MW + \$0.20	MW + \$0.20
2601-3250	MW + \$0.25	MW + \$0.25	MW + \$0.25	MW + \$0.25
3251-3900	MW + \$0.30	MW + \$0.30	MW + \$0.30	MW + \$0.30
3901-4550	MW + \$0.35	MW + \$0.35	MW + \$0.35	MW + \$0.35
4551-5200	MW + \$0.50	MW + \$0.50	MW + \$0.50	MW + \$0.50
5201-5850	MW + \$0.75	MW + \$0.75	MW + \$0.75	MW + \$0.75
5851-6500	MW + \$1.00	MW + \$1.00	MW + \$1.00	MW + \$1.00
6501 and over	\$18.70	\$18.90	\$19.10	\$19.25

(Note: MW means minimum wage)

- (h) The Employer may employ part-time Courtesy Clerks whose duties will be restricted to parceling, parcel pick-up, buggy collection, carry outs, product returns, cleaning and sweeping, price checks, replenishing grocery bags, bottle refunds and empty bottle/can sorting and handling. The provision of Appendix "C" shall apply to the Courtesy Clerk classification, except as set out below:
- 1) Hours of work, which shall be placed on a separate schedule for courtesy clerks, will be limited to the performance of the duties listed above, and such hours will not be considered available for regular part-time employees in the application of Articles 10.03 and 10.04.
 - 2) Courtesy clerks shall wear a distinct apron/smock with a badge clearly identifying them as courtesy clerks.
 - 3) In the event that a grievance concerning the improper use of courtesy clerks succeeds, which claims a breach of the strict terms set out above, the Employer will pay a fine of fifty (\$50.00) dollars for each individual infraction per store up to a maximum of one hundred (\$100.00) dollars per week in any one store, with such payment being made to the United Way.
 - 4) Part-time Courtesy Clerks will be paid in accordance with the first eight progression steps (ending at 4551 hours) of the new wage schedule applicable to part time employees hired after August 16, 2008, as set out in 15.01 (d) above.
 - 5) In the event that the Employer has an opening for an additional regular part-time employee, the Employer will give preference to the senior Courtesy Clerk of the store in question who applies and has the skill and ability to do the job to be performed in a competent manner. Such employee shall receive an immediate increase of fifty (.50¢) cents per hour and shall then progress to the next higher rate of pay on the appropriate part-time rate schedule, either 3 months or 6 months as the case may be, thereafter.
- (i) In the event that Ontario minimum wage legislation results in a minimum wage which is greater than the start rates of pay listed above, employees shall remain at such rate until their wage progression catches up.
- (j) Employees who are hired at an off rate, other than as a result of a change in the Ontario minimum wage, shall progress up the wage progression scale each six (6) months to the next wage rate that would provide them with a wage increase.
- 15.02 A part-time employee who works a night shift as set out in Article 2.05 of Appendix "A" will be paid a night shift premium of one (\$1.00) dollar for all hours worked on such shift.

16. CHRISTMAS BONUS

- 16.01 All part-time employees on the payroll of the Employer as of December 1st in any year who have completed six (6) months' continuous service with the Employer shall be entitled to a Christmas bonus of twenty-five (\$25.00) dollars payable on or before December 15th.

17. COMPENSATION FOR ACCIDENTS AT WORK

- 17.01 In the case of an accident, as a result of which the employee is disabled for the balance of the day's shift, from earning full wages at the work at which the employee is employed the Employer agrees to give the employee loss of earnings compensation covering the day the disability occurred up to one(1) day's pay on the basis of the amount the employee would have earned at the employee's regular rate had the employee not been absent from work.

The Employer agrees to provide work for an employee, following the employee's proper release from the Workers' Safety and Insurance Board, provided suitable work is available which the employee is capable of performing.

- 17.02 Workers' Compensation Reports will be completed in duplicate and the second copy will be given to the injured worker. Both copies will be signed by authorized personnel. If the Employer is going to question or contest the claim, it will inform the employee in writing of the reason for its action.

18. HOLIDAYS

- 18.01 Part-time employees with three (3) months' continuous employment will be paid for the following holidays as per the Employment Standards Act, 1974, of the Province of Ontario, as amended.

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

Employees hired after August 16, 2008 shall not be entitled to Civic Holiday.

In order to qualify for holiday pay the employee must have completed three (3) months' continuous employment with the Employer prior to the holiday, worked the employee's scheduled day before and the employee's scheduled day after the holiday, and worked on at least ten (10) days during the four (4) weeks prior to the week in which the holiday occurs. For employees who qualify, payment is calculated by dividing their total hours worked during the four (4) weeks by the number of days on which they worked in that same four (4) week period and multiplying the result by their regular hourly rate of pay.

- 18.02 A part-time employee temporarily working a full-time schedule the week that one of the above mentioned holidays is observed, to relieve a full-time employee who is absent from work, will be eligible for holiday pay and overtime as set out in Appendix "A". In such case, the employee will not receive the payment that the employee might otherwise be entitled to under 18.01 above. However, a part-time employee who works equal to or in excess of the regular full-time hours the week in which such a holiday is observed due to reasons other than that set out above, will be paid for such holiday as per 18.01 above.
- 18.03 Effective January 1, 2020 part-time employees with fifteen (15) years of service or more will be entitled to a personal day each year, calculated on the basis of totaling the number of hours worked by the employee in the four (4) week period preceding the week of the personal holiday, and dividing the total by the number of days worked in the same period.

19. EMPLOYEES' PERSONAL EFFECTS

- 19.01 The Employer agrees to provide a properly secured area in which employees may keep their personal effects while on duty.

20. JURY DUTY

- 20.01 When an employee with three (3) months' continuous service is called upon to serve on a jury or as a subpoenaed Crown Witness, the Employer shall pay the difference between the fee received from the Crown and the employee's regular hourly wage rate, provided:
- (a) the employee furnishes proof of service by a statement of earnings supplied by the Court.
 - (b) the employee provides the Employer with at least 48 hours' notice of when the employee is to report, or immediately upon notification.
 - (c) the employee returns to work if the employee is called and not kept. However, the employee shall not be required to report for work if less than two (2) hours of the employee's normal shift remains to be worked.
 - (d) such duty falls on a regularly scheduled work day the employee would have worked.

LETTERS OF UNDERSTANDING

The following letters of understanding were agreed during the renewal of the Collective Agreement dated September 30, 2019:

1) Store Stewards and Business Agents:

1. To the extent that the operation of the business will allow, the Employer or his/her appointee will endeavour not to schedule the Store Steward and the Sub-Steward on the night shift at the same time.
2. When the Employer considers it necessary to take the actions set out in Article 6.10, it will make every possible effort to do so while the Steward or Sub-Steward is on duty in the store. If the Steward or Sub-Steward is not on duty and the circumstances will allow, it will postpone the action until either the Steward or the Sub-Steward is next on duty. Where it is impossible or impractical to postpone the action, the employee will have the choice of another employee in the bargaining unit in the store at the time to be present as a witness.
3. Union Business Agents will make every effort to plan their routine visits to stores at a time when the Employer is on duty.

2) Pension Plan for Full-time Employees:

This will reconfirm the understanding relating to the currency of the Collective Agreement dated October 28, 2019, with respect to participation by the Employer in the Retail Wholesale Canada, Pension Plan (the "Pension Plan").

Participation by the Employer

During the currency of the Collective Agreement, the Employer agrees to participate in the Pension Plan, and to make contributions thereto, in respect of those full-time employees of the Employer who have been employed on a full-time basis for at least twelve (12) consecutive months and whose terms and conditions of employment are governed by the full-time Collective Agreement.

Contributions

Subject to the forfeiture provisions described below, the Employer will contribute on behalf of each eligible full-time employee who becomes a Member of the Pension Plan an amount of one hundred (\$100.00) dollars per month.

Contributions made by the Employer shall be made in monthly instalments and shall be remitted to the Administrator of the Pension Plan within 30 days following the end of the month in respect of which such contributions are payable.

Employees are neither required nor permitted to make contributions to the Pension Plan.

Non-vested Forfeitures

Employer contributions together with interest and investment gains or losses thereon, which are forfeited by terminating non-vested Members upon cessation of employment with the Employer shall be credited to the Employer and the Employer may reduce any future Employer contributions to the Pension Plan by the amount of forfeitures so credited from time to time.

Management Rights

It is agreed that the retirement of an employee at normal retirement age, or earlier if the employee exercises such option, shall not be a violation of the terms of the Collective Agreement or the Pension Plan, or of any provincial anti-discriminatory legislation except as provided for in such legislation.

Conflicts

In the event of any conflict between the terms of the Pension Plan (including any collateral documents established in connection therewith) and the terms of this Letter of Understanding, the terms of this Letter of Understanding will prevail.

3) Benefits for Full-time Employees:

This will reconfirm the understanding relating to the currency of the Collective Agreement dated October 28, 2019, with respect to benefits applicable to full-time employees:

- (a) **Optical Benefits** will be a maximum of \$200.00 in any two (2) consecutive calendar years. The optical benefit will pay the cost on a customary and reasonable basis for frames, lenses and fittings of prescription glasses recommended as necessary by a physician (M.D.) or optometrist. The Plan will pay fifty (\$50.00) dollars over two consecutive years for an eye exam.

(b) **Extended Health Care Benefits**

Subject to the terms and conditions of the Master Plans and Policies relating thereto, the Employer agrees to provide at no cost to the employees, Extended Health Care Benefits for eligible employees who have completed three (3) months continuous service and while such employees remain in the active employ of the Employer (including persons absent due to accident or illness). Such Plan shall have a ten thousand dollar maximum every thirty six (36) months.

Such Extended Health Care Benefits Plan to include a prescription drug plan with a 100% co-insurance feature for payment of prescriptions beyond the per DIN deductions.

(c) **Long Term Disability**

- (i) The Employer will pay the full cost of the benefit for eligible employees. An employee receiving L.T.D. benefits will not have such benefits reduced as a result of income from other benefit plans to which the employee may be entitled, with the exception of the following:

- (1) C.P.P. or Q.P.P.,
- (2) Any other government plan of insurance to which the Employer is required to contribute by law.

The amount of monthly income commencing with the 53rd week of absence will be 66 2/3% of the employee's basic monthly earnings to a maximum of \$1,500.00 per month subject to the conditions as set out in the schedule of insurance.

- (ii) The Employer will maintain the following benefits for employees receiving L.T.D. benefits: O.H.I.P., Semi-Private Hospital, Life Insurance, Drug Plan, and Optical Plan. However, such employees will not have A.D. & D. coverage, nor will they receive payment for statutory holidays or vacation allowance.

(4) **Life Insurance & A. D. & D. Insurance**

Subject to the terms and conditions of the Master Plans and Policies relating thereto, the Employer agrees to provide the following:

- a) life insurance at one times salary
- b) accidental death and dismemberment at two times salary, with life insurance not applicable in this case.

(5) **Letter of Instructions Regarding "Absence From Work Pay (STD)"**

In order to qualify for absence from work pay (STD), an employee must comply with all the terms and conditions set out in Article 12 of the Collective Agreement; failure to do so can render an employee ineligible for such benefits.

To assist understanding the terms and conditions of Article 12, the following instructions are set out for the employee's benefit:

Employees must PERSONALLY NOTIFY their Employer of their absence; the only exception to this is where the employee is physically incapable of doing so -- then the employee may have a responsible person (not a child) call on his behalf.

The employee must ask for the Employer when reporting the employee's absence and not leave a message with the person who answers the telephone. If the Employer is not available, the employee is to ask for the "Employer's Appointee" and inform him/her of the employee's absence.

The employee must give the Employer a specific reason for the employee's absence.

Not only must the employee inform the Employer of how the employee may be contacted during his absence, but the employee must respond to such contacts. To be unavailable at the phone number or address given -- or to fail to return a call left in the employee's absence may make an employee ineligible for benefits.

4) Social Justice Fund:

The Employer will contribute one (1¢) cent per hour worked to the Union's Social Justice Fund and such contribution will be made for straight time hours worked only and will not be made for overtime hours or premium hours. Hours not worked, even though compensated in accordance with a specific provision of the Agreement and deemed to be hours worked for other purposes, shall not be considered to be hours worked for purposes of this Fund. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each calendar quarter year, and such contributions remitted to the Local 414 Office.

5) Benefits for Part-time Employees:

- 1) The Employer agrees to provide an Optical Plan for part-time employees with four (4) years of continuous service who work six hundred (600) hours per calendar year, on the basis of a ten (\$10.00) dollar deductible and with an eighty (80%) percent co-insurance feature. The plan shall provide a benefit for employees only, of up to two hundred (\$200.00) dollars, over two (2) consecutive years, for frames, lenses and fittings of prescription glasses recommended as necessary by a physician (M.D.) or optometrist. The Plan will pay fifty (\$50.00) dollars over two consecutive years for an eye exam.
- 2) The Employer agrees to provide a drug plan for part time employees with five (5) years of service or more, who are otherwise not covered, and who work 600 hours or more in the prior calendar year, with a \$50.00 annual deductible.

6) Lease Renewal, Closure or Sale of a Store:

Prior to the lease renewal, closure or sale of a store, or prior to a significant capital investment in a store, or prior to an emerging competitive threat to a store, or in the event of a decline in store sales, or a decline in store contribution (profit/loss), the Company may approach the Union to establish mutually agreeable alternatives outside the current Agreement. In the interest of maximizing continued employment of the membership, the Union may approve or reject such option at its sole discretion.

7) Employee Discount:

Employees (full-time and part-time) with three (3) months of continuous service are eligible for an employee discount of ten (10%) percent on purchases in a Barn Market store, subject to the following:

- the employee discount is allowable on the first \$8,000.00 in gross purchases per employee per calendar year.
- the employee discount is for the use of immediate family members only, defined as the employee's household.
- the employee discount applies to purchases greater than \$20.00, made by cash or cheque or by debit or credit card, and does not apply to the purchase of wine/grape juice products, garden plants, trees, shrubs, Cash & Save purchases, prescriptions, or tobacco products.
- in the event an employee discount card is misplaced, a \$5.00 replacement card will be available.

8) PENSION PLAN FOR PART TIME EMPLOYEES:

This will reconfirm the understanding relating to the currency of the Collective Agreement Dated October 28, 2019, with respect to the participation by the Employer in the Retail Wholesale Canada Pension Plan (the "Pension Plan").

Participation by the Employer

During the currency of the Collective Agreement, the Employer agrees to participate in the Pension Plan, and to make contributions thereto, in respect of those part-time employees of the Employer who have worked a minimum of 700 hours or earned 35% of the YMPE for each of two consecutive calendar years, and whose terms and conditions of employment are governed by the part-time Collective Agreement. Employee participation in the defined contribution pension plan will be voluntary. After plan eligibility has been established, credited service will include calendar years of continuous service during which an employee works 700 or more hours.

Contributions

Contributions made by the Employer shall be made in annual instalments and shall be remitted to the Administrator of the Pension Plan within 30 days following the end of the year in respect of which such contributions are payable.

Participation in the defined contribution plan will require that an employee make contributions equal to those of the Employer. The contributions will be made via payroll deduction.

Contributions will be made on each hour worked by the employee. The contribution level will be service based as follows:

	2 – 5 years	Over 5, below 10	10 years +
Employee	10¢ / hour	15¢ / hour	20¢ / hour
Employer	10¢ / hour	15¢ / hour	20¢ / hour

Years of service for the purposes of the defined contribution plan will be determined based on the employee's years of continuous service as of December 31st of the previous year.

Employer contributions will become vested after two (2) years of plan participation.

The plan will commence on or about January 1, 2009 using hours worked from 2007 and 2008 to determine initial eligibility.

Employees declining participation in the defined contribution plan at start-up will have one opportunity to join at a later time. Employees who terminate their participation in the plan will not be permitted to re-join at a later date.

Non-vested Forfeitures

Employer contributions together with interest and investment gains or losses thereon, which are forfeited by terminating non-vested Members upon cessation of employment with the Employer shall be credited to the Employer and the Employer may reduce any future Employer contributions to the Pension Plan by the amount of forfeitures so credited from time to time.

Management Rights

It is agreed that the retirement of an employee at normal retirement age, or earlier if the employee exercises such option, shall not be a violation of the terms of the Collective Agreement or the Pension Plan, or of any provincial anti-discriminatory legislation except as provided for in such legislation.

Conflicts

In the event of any conflict between the terms of the Pension Plan (including any collateral documents established in connection therewith) and the terms of this Letter of Understanding, the terms of this Letter of Understanding will prevail.

9) PRESCRIPTION DRUG COUNTER

If the Franchisor establishes a prescription drug counter in any store covered by this Collective Agreement, it is agreed that the Pharmacists, Pharmacist interns, and Pharmacist students will be excluded from the Agreement, and that there will be no limitations placed upon their functions. It is expected that "Regulated Pharmacy Technicians" will be introduced in the Province of Ontario at some time during the term of this Collective Agreement. The parties agree that once this designation is recognized in the Province, individuals working in the Pharmacy operations who hold this designation shall be excluded from the bargaining unit. However, all other persons employed in this section, whether full-time or part-time, will be employees of the Franchisor, and will be union members covered by the terms of the Agreement.

Employees of drug counters shall be paid in accordance with the rate schedule applicable to full-time clerks or to part-time (post 8.16.2008) as set out in Appendix "B" and Appendix "C".

10) Starbucks:

The following summarizes the installation of a Starbucks operations in identified Metro stores that are subject to the Metro Barn Collective Agreement between the parties dated October 28, 2019. Starbucks at these locations will be considered to be part of the store, managed by the Store Manager and covered by the aforementioned Collective Agreement. The following sets out those Collective Agreement terms applicable to the Starbucks that differ from said Collective Agreement.

- a) All employees, full and part time, who work in the Starbucks, will be covered by the terms of the Collective Agreement, but like the in-store pharmacies, the Starbucks will be considered a separate department. That is to say, there will be no posting, bumping, or claiming of hours into or out of the Starbucks.
- b) An Assistant Store Manager may work in the Starbucks on a hands-on basis.

c) **Appendix "A"**

1.01 Amended to provide that the normal work week of all full-time employees shall consist of forty (40) hours per week, to be worked in five (5) days of eight (8) hours each, Sunday to Saturday. All other related articles throughout the Collective Agreement shall be considered amended to conform with a forty (40) hour work week.

1.02 Does not apply.

3.08 Does not apply

d) **Appendix "B"**

1.01 Starbucks Clerks will be paid as per the Clerk rate.
The person in charge of the Starbucks will be a full-time employee on a lead clerk assignment. Any full-time employee who is designated a lead clerk by the Employer shall receive a premium of \$1.00 per hour while performing lead clerk duties.

e) **Appendix "C"**

11.03 Regarding Sundays, does not apply. Work performed on a Sunday shall be considered part of the normal work week.

15.01 Does not apply.

(a)

15.01 Starbucks Clerks will be paid as per the Clerk rate for those hired after August 16, 2008.

II) Letters of Understanding

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 28th day of October 2019, relating to the following matter.

The Company and the Union agree that the following list of Letters of Understanding has been agreed to and forms part of the Collective Agreement, and the signing of this letter has the effect of signing each letter on the list. The list is as follows:

- Letter #1 Store Stewards and Business Agents
- Letter #2 Pension Plan for Full-time Employees
- Letter #3 Benefits for Full-time Employees
- Letter #4 Social Justice Fund
- Letter #5 Benefits for Part-time Employees
- Letter #6 Closure or Sale of Store
- Letter #7 Employee Discount
- Letter #8 Pension Plan for Part-time Employees
- Letter #9 Prescription Drug Counter
- Letter #10 Starbucks
- Letter #11 Signing of Letters of Understanding

Agreed to this

Day of _____, 2019

For The Union

For The Company

ADDENDUM

The following outlines the Company's Policy regarding Workplace Violence and Harassment.

This is a Corporate policy not subject to negotiation.

POLICY ON WORKPLACE VIOLENCE AND HARASSMENT

Metro Ontario Inc. (Metro) is committed to providing a safe and healthy work environment free of workplace violence and harassment. With this in mind, Metro has taken actions to identify possible sources of workplace violence and harassment and to implement a workplace violence and harassment prevention program to eliminate or minimize risk. Individuals who violate this policy may be subject to dismissal or other disciplinary action (if employed), arrest and/or criminal prosecution.

DEFINITION

Workplace violence is:

- the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
- an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker;
- a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker; or
- domestic violence where a spouse or former spouse, a current or former intimate partner, or a family member physically harms, or attempts or threatens to physically harm, a worker in the workplace.

Workplace harassment occurs when a person engages in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.

APPLICATION

This policy applies to all Metro workers, customers, visitors, guests or other individuals on Metro premises. Any person who engages in or is reasonably believed to have engaged in workplace violence or harassment on Metro premises may be removed from the premises if required. Should an investigation substantiate that violations of this policy have occurred, Metro will initiate a decisive and appropriate response. This response may include, but is not limited to, suspension and/or cancellation of any business relationship, reassignment of job duties, suspension or discharge from employment, and/or seeking arrest and prosecution of the person or persons involved.

RESPONSIBILITIES

Management Staff of Metro Ontario Inc. shall:

- Understand and uphold the principles of this policy;
- Provide training and instruction to employees concerning workplace harassment and violence;
- Communicate this policy and its procedures to all workers;
- Consult with Human Resources and/or Health & Safety Management, and where appropriate, Loss Prevention, in conducting workplace violence hazard assessments;
- Advise the Joint Health and Safety Committee of the results of workplace violence hazard assessments;

- Respond promptly to all reports of workplace violence and harassment and not condone or permit any behaviour contrary to this policy;
- Take every precaution reasonable in the circumstances for the protection of a worker where management staff are aware, or ought to be aware, that the worker could be subjected to physical injury resulting from domestic violence which may occur in the workplace;
- In consultation with appropriate Metro resources, ensure that each known incident of workplace violence or harassment is investigated to the extent appropriate, based on the nature of each incident and the actual or potential threat it posed to worker safety:
 - consult with other parties (e.g., Labour Relations, Human Resources, Union Representative, Loss Prevention, Health & Safety, JHSCs, Employee Assistance, Police Services);
 - take all reasonable and practical measures to minimize or address risks identified by the incident;
 - document the incident, its investigation, and the corrective action taken; and
 - follow up with the worker who reported the incident to ensure that they are apprised as to the status of the investigation.
- Take all reasonable and practical measures to protect workers, acting in good faith, who report workplace violence or harassment or act as witnesses, from reprisal or further workplace violence or harassment.

All Workers Shall:

- Adhere to Metro's Policy on Workplace Violence and Harassment;
- Not engage in or ignore workplace violence or harassment directed at others;
- Report promptly any incident where the worker is subjected to, witnesses, or has knowledge of workplace violence, or has reason to believe that workplace violence may occur;
- Notify management if they are protected by a restraining order or protective order which encompasses Metro locations as protected areas. Upon request, the worker shall provide a copy of any temporary protective or restraining orders that are granted, and a copy of any protective or restraining orders that are made permanent; and
- Refrain from bringing weapons on Metro premises which includes Metro vehicles and parking areas owned or operated by Metro. Requests for exceptions, available only in limited circumstances, must be approved in advance by the Vice-President, Human Resources.

The Health and Safety Department will:

- Periodically review the effectiveness of the policy and procedures and make changes as required.

REPORTING REQUIREMENTS:

All workers are responsible for promptly notifying the manager in charge of the work site of any workplace violence which they have witnessed, been subjected to, or have been told that another person has witnessed or been subjected to. Workers, who for any reason are unable to communicate information to the manager in charge, may alternatively contact their Human Resource or Health & Safety Management representative, the Union Representative, or call Metro's Loss Prevention Hotline at 1-877-700-7867.

CONFIDENTIALITY AND REPRISALS

Metro understands the sensitivity of the information requested, respects the privacy of the individual providing the information and will strive to handle each instance with the maximum confidentiality the situation warrants. Reprisals against a worker who has reported an incident of workplace violence or harassment, whether against them or another worker, shall not be tolerated.