

IN THE MATTER OF AN ARBITRATION

Labour Relations Act, 1995

BETWEEN:

BRANT INSTORE

(the "Employer")

And

UNIFOR, LOCAL 504

(the "Union")

GRIEVANCE 1 – 2025-08-05

GRIEVANCE 2 – 2025-08-05

GRIEVANCE 3 – 2025-09-23

GRIEVANCE 4 – 2025-09-23

GRIEVANCE 5 – 2025-10-03

ARBITRATOR:

Richard H. McLaren, C.Arb.

REPRESENTING THE UNION

Toby Whitfield

REPRESENTING THE EMPLOYER:

Troy Zaaban

A SETTLEMENT AGREEMENT IN RELATION TO THIS MATTER WAS REACHED AND A MEMORANDUM OF AGREEMENT WAS SIGNED BY THE PARTIES ON 8 DEC 2025.

1. The Union filed the following grievances in which it alleged, *inter alia*, that the Employer had violated the Memorandum of Settlement dated 20 March 2025 (the "MOS") with respect to the closure of the Employer's Brant Instore operations: Grievance 1 (dated August 5, 2025), Grievance 2 (dated August 5, 2025), Grievance 3 (dated September 23, 2025), Grievance 4 (dated September 23, 2025), and Grievance 5 (dated October 3, 2025) (collectively the "**Grievances**").
2. The Parties' settlement required that their agreement be made a Consent Award issued by Arbitrator McLaren.

CONSENT AWARD

WHEREAS the Union and the Employer entered a Memorandum of Settlement dated March 20, 2025 (the “**MOS**”) with respect to the closure of the Employer’s Brant Instore operations and contemplated the Employer making certain payments to the pension plan in accordance with the collective agreement and payments to employees and the Union within 14 days of termination, among other provisions; and

WHEREAS to date the Employer has not paid the monies owed under the MOS, including money owed to employees for accrued vacation, severance pay, and pay in lieu of notice of termination; monies owed to the Canada-Wide Industrial Pension Plan (“**CWIPP**”), and dues owed to the Union; and

WHEREAS the Union filed the following grievances in which it alleged, inter alia, that the Employer had violated the MOS: Grievance 1 (dated August 5, 2025), Grievance 2 (dated August 5, 2025), Grievance 3 (dated September 23, 2025), Grievance 4 (dated September 23, 2025), and Grievance 5 (dated October 3, 2025) (collectively the “**Grievances**”);

WHEREAS the Union alleged that initial Records of Employment (“**ROE**”) for employees contained errors which resulted in amended ROEs being prepared and issued by the Employer to those affected employees; and

WHEREAS the Employer failed to pay 2 employees final wages of \$1,200 each and retention bonuses of \$5,000 each on or about August 22, 2025 and subsequently paid these outstanding monies to the employees on or about November 13, 2025; and

WHEREAS the Union requested the appointment of an arbitrator under section 49 of the Ontario Labour Relations Act, 1995 to conduct an expedited arbitration of the Grievances; and

WHEREAS Arbitrator McLaren was appointed to arbitrate the Grievances; and

WHEREAS the Union and the Employer have agreed to enter this Memorandum of Agreement to resolve the Grievances; and

THEREFORE, in full and final resolution of the Grievances, the Union and the Employer agree as follows:

1. The above-noted recitals are true and form part of this Agreement;
2. The Employer owes an outstanding amount of \$40,507.75 to the Canada-Wide Industrial Pension Plan ("CWIPP") for pension benefits for members of the Union for the period of January 1, 2025 to August 25, 2025, pursuant to the collective agreement. The Employer shall pay the full balance owing to CWIPP, including any interest owed to CWIPP, on or before January 15, 2026.
3. The Employer owes the following outstanding amounts to members of the Union as required by the MOS and as outlined in Appendix A attached hereto:
 - a) \$103,917.95 in accrued vacation payments;
 - b) \$1,016,703.84 in severance payments; and
 - c) \$127,793.60 in payment in lieu of notice of termination.
4. The Employer owes an outstanding amount of \$299.02 to Unifor Local 504 for union dues, collected but not remitted to the Union for the period of June 3, 2025 to August 25, 2025, pursuant to the collective agreement.
5. The total sum of monies owing under paragraph 3 and paragraph 4 is \$1,248,714.43, plus interest which will accrue on the balance of the outstanding amount at the rate of three percent (3%) per annum from the date of execution of this agreement until the amount is paid in full.
6. The Employer is responsible for the Employer's CPP, EI and Employers Health Tax (EHT) contributions for the monies paid to employees for accrued vacation

payments and payments in lieu of notice. The Union shall provide the Employer with the contribution amounts, and the Employer shall pay these amounts to the Union as part of the repayment plan set out in paragraph 7 below.

7. The Employer shall make electronic payments to Unifor twice each month, beginning on January 31, 2026 and continuing until all outstanding monies owed to the Union and its members referred to in paragraphs 3 and paragraph 4 of this Agreement, plus interest referred to in paragraph 5 and CPP, EI and EHT contributions referred to in paragraph 6 of this Agreement are paid in full (the “**Installment Payments**”). The Installment Payments will be made by the Employer on the following schedule:

Payment Number	Due Date	Amount	Payment Number	Due Date	Amount
1.	January 31, 2026	\$24,974.29	11.	June 30, 2026	\$62,435.72
2.	February 15, 2026	\$24,974.29	12.	July 15, 2026	\$62,435.72
3.	February 28, 2026	\$24,974.29	13.	July 31, 2026	\$112,384.30
4.	March 15, 2026	\$24,974.29	14.	August 15, 2026	\$112,384.30
5.	March 31, 2026	\$24,974.29	15.	August 31, 2026	\$112,384.30
6.	April 15, 2026	\$24,974.29	16.	September 15, 2026	\$124,871.44
7.	April 30, 2026	\$62,435.72	17.	September 30, 2026	\$124,871.44
8.	May 15, 2026	\$62,435.72	18.	October 15, 2026	\$137,358.57

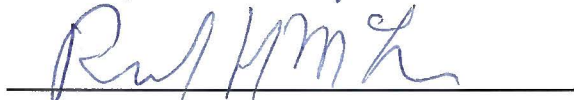
9.	May 31, 2026	\$62,435.72	19.	October 30, 2026	Outstanding Balance.
10.	June 15, 2026	\$62,435.72			

a. Payment Number 19: In addition to the Installment Payments outlined above and as a result of the interest set out in paragraph 5 and the Employer's CPP, EI and EHT contributions set out in paragraph 6, an outstanding balance will remain following the October 15, 2026 payment. The Employer will pay the final balance to the Union on or before October 31, 2026.

8. In the event the payment date falls on a weekend or holiday, the date for payment shall be the immediate next date that is not a weekend or holiday.
9. If the Employer fails to make any payment specified in paragraph 7 upon its due date, the Employer will be in a default position unless the Employer makes the payment in full within seven (7) business days, failing which the Employer will be in default.
10. For the purpose of calculating the date on which the Employer makes a payment, the date on which the Employer sends the payment by electronic means shall be used. The Employer shall provide proof to the Union of electronic payment.
11. As soon as the Employer is in a default position pursuant to paragraph 9, the full outstanding balance shall become immediately due and payable. The Union may take immediate steps to collect the full outstanding amounts owed under this Agreement.
12. Within fourteen (14) business days of executing this Agreement, the Employer shall provide the Union with payroll and personal information for each employee listed in Appendix A. The required payroll information that will be provided is listed in Appendix B attached hereto.

13. The payment arrangements described in paragraph 7 above reflect the Union's and the Employer's agreement to permit regular installment payments of severance monies owed pursuant to section 66 of the *Employment Standards Act*, 2000. For clarity, the Employer acknowledges and agrees that should it fail to make an Installment Payment, monies owed to "Unifor in Trust", including interest not previously paid, shall become payable immediately per section 66(3) of the *Employment Standards Act*, 2000.
14. Arbitrator McLaren shall remain seized with the implementation of this Agreement. The Parties request that this agreement be made a Consent Award to be issued by Arbitrator McLaren. Either party may, on written notice, request a recurrence of the hearing as a result of any breach of the contents of this Consent Award.

DATED AT LONDON, ONTARIO THIS 9TH DAY OF DECEMBER 2025.


Richard H. McLaren, C.Arb
Arbitrator

Tran	Mai Thuy	\$13,182.40	\$1,903.66	\$7,532.80	\$22,618.86
Singh	Manraj	\$0.00	\$0.00		\$0.00
Schubert	Matthew	\$0.00	\$0.00		\$0.00
Mannen	Maureen	\$0.00	\$0.00		\$0.00
Nguyen	Me	\$20,715.20	\$286.30		\$21,001.50
Von Herrath	Megan	\$0.00	\$429.50	\$3,000.00	\$3,429.50
Drake	Nancy	\$24,481.60	\$2,149.47		\$26,631.07
Saluta	Nora	\$13,182.40	\$1,874.45	\$7,532.80	\$22,589.65
Kulina	Novak	\$0.00	\$629.82		\$629.82
MacKenzie	Otto P	\$26,000.00	\$1,050.00		\$27,050.00
Charnish	Peter	\$20,715.20	\$2,459.95		\$23,175.15
Mersereau	Phil	\$15,000.00	\$129.60		\$15,129.60
Taylor	Philip	\$0.00	\$0.00		\$0.00
Tran	Phuong K.	\$20,715.20	\$1,264.84		\$21,980.04
Quilty	Robert M.	\$26,000.00	\$3,649.40		\$29,649.40
Cadogan	Rodney R.	\$20,715.20	\$2,105.82		\$22,821.02
Sivic	Sabid	\$15,065.60	\$14.31		\$15,079.91
Xamounty	Savath	\$12,240.80	\$1,929.87		\$14,170.67
Glendenning	Shirley	\$776.48			\$776.48
Nemeth	Steve	\$3,500.01	\$0.00		\$3,500.01
Rutten	Teresa	\$11,659.20	\$215.33		\$11,874.53
Tran	Tham Thi Thu	\$12,240.80	\$885.86	\$7,532.80	\$20,659.46
Nguyen	Thanh	\$17,890.40	\$2,502.39		\$20,392.79
Than	Thi	\$14,124.00	\$765.80		\$14,889.80
Ly	Thiem	\$17,890.40	\$1,119.33	\$7,532.80	\$26,542.53
Tong	Thieu Quoc	\$6,591.20	\$1,093.54	\$6,591.20	\$14,275.94
Duong	Thu	\$15,065.60	\$3,179.20		\$18,244.80
Nguyen	Thuy	\$14,124.00	\$0.00	\$7,532.80	\$21,656.80
Luu	Tu Trinh	\$12,240.80	\$1,001.11	\$7,532.80	\$20,774.71
Yee	Wanna	\$22,660.00	\$5,171.26		\$27,831.26
Brown	Wayne	\$26,000.00	\$4,880.02		\$30,880.02
Kim	Xe	\$20,600.00	\$1,507.14		\$22,107.14
Nguyen	Yen	\$0.00	\$0.00		\$0.00
Subtotals		\$1,016,703.84	\$103,917.95	\$127,793.60	\$1,248,415.39

APPENDIX A

Last Name	First Name	Severance	Vacation Accrual	Pay in lieu of Notice (8 weeks)	TOTAL OWED
MacDougall	Adam Ryan	\$0.00	\$91.12		\$91.12
Brooks	Amber	\$12,240.80	\$1,135.56	\$7,532.80	\$20,909.16
Budny	Barbara	\$12,240.80	\$247.39	\$7,532.80	\$20,020.99
Trinh	Cam-Dan	\$15,065.60	\$900.81		\$15,966.41
Chase	Cathy	\$26,000.00	\$3,723.77		\$29,723.77
Xamounty	Chanmaly	\$20,715.20	\$4,968.42		\$25,683.62
Taylor	Charles	\$9,416.00	\$0.00	\$7,532.80	\$16,948.80
Cartwright	Chris	\$22,000.00	\$600.65		\$22,600.65
Kovacs	Colleen	\$13,182.40	\$1,134.52	\$7,532.80	\$21,849.72
Dinh	Cuc	\$17,890.40	\$3,735.54		\$21,625.94
Welch	David	\$24,481.60	\$2,961.45		\$27,443.05
Ubilla	Dennis J.	\$8,474.40	\$0.00	\$7,532.80	\$16,007.20
Tran	Duc	\$17,890.40	\$3,423.65		\$21,314.05
Munn-Kelly	Eileen	\$13,780.00	\$258.45		\$14,038.45
Straby	Errol	\$6,400.80	\$0.00	\$6,400.80	\$12,801.60
Tram	Ha	\$19,570.00	\$3,914.00		\$23,484.00
Le	Ha Thu	\$17,890.40	\$2,290.47		\$20,180.87
Ly	Hien S.	\$22,000.00	\$3,471.89		\$25,471.89
Huot	Hieng Koem	\$20,000.00	\$2,845.50		\$22,845.50
Do	Hieu	\$1,145.64	\$0.00		\$1,145.64
Tran	Hoai Thi	\$12,488.00	\$0.00	\$7,136.00	\$19,624.00
Phung	Huong	\$17,890.40	\$4,357.26		\$22,247.66
Vu	Huu	\$22,000.00	\$1,604.39		\$23,604.39
Golovach	Ivan	\$22,000.00	\$4,220.32		\$26,220.32
Scott	Jane	\$13,182.40	\$1,383.85		\$14,566.25
Charles	Jason	\$12,240.80	\$152.31		\$12,393.11
Mancini	Jay	\$15,000.00	\$800.00		\$15,800.00
Chapman	John	\$13,334.40	\$122.86		\$13,457.26
Cloutier	Jon	\$26,000.00	\$4,344.44		\$30,344.44
Li	Juan Wan	\$14,124.00	\$3,599.15		\$17,723.15
Brundage	Justin	\$8,028.00	\$0.00	\$7,136.00	\$15,164.00
Fellows	Kerry	\$29,181.60	\$321.36		\$29,502.96
French	Kevin	\$12,240.80	\$112.86		\$12,353.66
Khanfar	Khaled	\$3,312.51	\$0.00		\$3,312.51
Nhan	Kim Phung	\$13,182.40	\$0.00	\$7,532.80	\$20,715.20
Doan	Lan	\$13,380.00	\$0.00	\$7,136.00	\$20,516.00
Gordon	Lenford S.	\$10,357.60	\$1,344.20		\$11,701.80
Tram	Loc	\$14,000.00	\$3,493.79		\$17,493.79
Tran	Loc	\$21,000.00	\$160.00		\$21,160.00

APPENDIX B

Payroll and personal information to be provided by the Employer for each member listed in Appendix A:

- First Name
- Middle Name (as applicable)
- Last Name
- Email
- Phone Number
- Social Insurance Number
- Birth Date (MM/DD/YYYY)
- Address, including Unit or Apartment
- City
- Province
- Postal Code
- Bank Branch Number
- Bank Institution Number
- Bank Account Number