

AGREEMENT

Between

FORTINOS SUPERMARKET LTD.

-and-

THE UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 175

July 1, 2015 – July 1, 2022

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AGREEMENT

BETWEEN:

THE UNDERSIGNED EMPLOYERS
(franchisees of Fortino's Supermarket Ltd.)
and FORTINO'S SUPERMARKET LTD.
(each hereinafter called the "Employer")

- and -

THE UNITED FOOD AND COMMERCIAL
WORKERS LOCAL 175
(hereinafter called the "Union")

WITNESSETH and is hereby agreed as follows:

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

2.01 (a) 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 United Food and Commercial Workers Union, Local 175 as the sole and exclusive bargaining agency for all employees at its stores in the Province of Ontario save and except store owners/managers, persons above the rank of store owner/manager, assistant manager and department manager.

The Employer agrees it will only employ a second Assistant Store Manager in stores having an area of 60,000 square feet or more.

(b) (i) Fortino's Supermarkets Ltd. recognizes the United Food and Commercial Workers Union Local 175 as the sole and exclusive bargaining agent for all employees at its warehouses in the Province of Ontario, except its warehouse located in Hamilton, Ontario, save and except supervisors, persons above the rank of supervisor, "confidential clerk", and office sales and clerical staff." All matters relative to employees of Fortinos Supermarket Ltd. shall be governed by the main body (full time) and Appendix "A" (part time) "B" (Sausage Room), "C" (Pharmacy Assistant) and "F" (Health and Safety) and all Letters of Understanding 1, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23 and 24.

- (ii) Fortino's Supermarkets Ltd. recognizes the United Food and Commercial Workers Union Local 175 as the sole and exclusive bargaining agent for all employees working in the sausage room in Hamilton, Ontario, save and except supervisors, persons above the rank of supervisor, "confidential clerks", and office sales and clerical staff.
 - (iii) Fortinos Supermarkets Ltd. recognizes the United Food and Commercial Workers Union Local 175 as the sole and exclusive bargaining agent for full time and part time employees of the Pharmacy departments located at its stores in the Province of Ontario, save and except Pharmacists and persons above the rank of Pharmacist.
 - (iv) Fortinos Supermarkets Ltd. recognizes the United Food and Commercial Workers Union Local 175 as the sole and exclusive bargaining agent for full time and part time employees of the Fortinos Real Canadian Superstores in the Province of Ontario, save and except Store Manager, persons above the rank of Store Manager, up to 4 Assistant Store Managers (up to 5 in stores 125,000 sq. ft. or greater), Department Managers, up to 8 Assistant DSTM Managers, Pharmacists, Regulated Pharmacy Technicians and Cooking School Coordinator. All matters relative to the Real Canadian Superstore shall be governed by Appendices "C", "D", "E", "F" and "G" of this Agreement and Letters of Understanding Nos. 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 20 through 29.
- (c) For the purpose of this agreement, "location" shall mean each store and each warehouse.
 - (d) The Employer shall not enter into any agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively.
 - (e) It is understood and agreed that T&T, Arz, or any other multicultural business in which Loblaw has a majority ownership interest, Pane Fresco, and Compass (or another specialty HMR operator) may deliver independent 3rd party services within the Company's stores in the following circumstances.

Specifically, T&T, Arz or any other multicultural business in which Loblaw has a majority ownership interest may produce, supply and/or sell product within the Company's stores. Such services may be delivered by their employees, who shall be under the direction and control of their managers. It is agreed that their employees and managers are not employees of the Company.

It is further agreed that Pane Fresco or Compass (or another specialty HMR operator) may employ one (1) employee within each Company store for the purpose of supervising and directing the Company's employees in the HMR department. It is understood that Pane Fresco and Compass employees may perform some "hands on" work, but only within the HMR department. The Pane Fresco and Compass employees are not employees of the Company. The HMR employees they supervise and direct shall remain employees of the Company, and shall remain in the bargaining unit.

2.02 A full time employee covered by this Agreement shall be an employee who is normally scheduled to work forty (40) hours per week.

2.03 A part time employee is one who is normally scheduled to work twenty-eight (28) hours or less per week. All terms and conditions of employment of part time employees shall be governed exclusively by Appendix "A" of this Agreement.

2.04 All provisions of the "Main Body" and Appendix "A" of the collective agreement shall apply to Warehouse and Transport and Sausage Room employees, including articles specified in "Appendix B" of this agreement.

2.05 The appendices and Letters of Understanding shall form part of the Agreement and shall be subject to the grievance and arbitration procedure.

ARTICLE 3 - UNION SECURITY

3.01 (a) It is agreed that all employees covered by this Agreement shall become and remain members of the UFCW Union, Local 175, in good standing as a condition of employment.

(b) New employees shall make application for membership in the UFCW Union, Local 175, at the time of their hiring and shall become and remain members of the UFCW Union, Local 175, in good standing, as a condition of employment.

3.02 The Employer shall, during the term of this Agreement, as a condition of employment, collect membership initiation fees as established by the UFCW Union, Local 175, and deduct from members of the bargaining unit the regular weekly dues and such dues shall be remitted to the UFCW Union, Local 175, prior to the 15th day of the month following the month in which such deduction is made. The Employer shall notify the UFCW Union, Local 175 of new full time employees' classifications and rates of pay in addition to terminations, on a monthly basis. Deduction statements shall be documented by location, containing the full name of the employee and his starting date and social insurance number and such documents shall be machine readable. The Employer agrees to record the annual dues, deductions for each employee on his T4 Form.

3.03 In the event that such weekly dues are changed during the term of the Agreement, such change must be given to the Employer by notice properly authorized by UFCW Union, Local 175, Officials and shall become effective within one (1) month following the date the notice is received.

3.04 In the case of all persons now in the employment of, or who enter into the employment of, the Employer, it is agreed that as a condition of continued employment such person or persons shall become and remain a member in good standing of the UFCW Union, Local 175, within forty-five (45) worked days from the commencement of their employment at each location. The Employer agrees that it will inform all new employees prior to or at the time of hiring of the UFCW Union, Local 175, security provisions of the Agreement.

3.05 The first forty-five (45) worked days at each location shall be considered a probationary period. It is understood between the Employer and the UFCW Union, Local 175, that a probationary employee shall be considered an employee for all purposes of the Agreement save that a probationary employee may be dismissed at any time during the probationary period with or without just cause and without recourse to the grievance or arbitration procedure.

3.06 The Employer agrees to forward to the UFCW Union, Local 175 Office, on a monthly basis for each location, a complete alphabetical listing of all employees including their home address, starting date, department and Social Insurance Number, separated into full and part time.

ARTICLE 4 - FUNCTIONS OF MANAGEMENT

4.01 The Union agrees that the Employer has the exclusive right and power to manage its business to direct the working forces and to suspend, discharge or discipline employees for just and sufficient cause, to hire, promote, demote, transfer, or layoff employees, to establish and maintain reasonable rules and regulations covering the operation of the locations, provided however, that any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure as set out herein.

4.02 It is agreed that the direction of the working force shall be at the discretion of the Employer within the terms of this agreement.

ARTICLE 5 - DISCHARGE AND DISCIPLINE

5.01 The Owner/Company agrees that whenever an interview is held with an employee that becomes part of his record regarding his work or conduct, a Steward will be present as a witness. If more than one steward is present in the workplace and can be made available based on the needs of the business, the employee may choose a steward to represent them. The employee may request that the Steward leave the meeting.

In the event a Steward is not present the condition will be brought to the attention of the employee. The meeting that becomes part of the employee's record will be postponed until the Steward is available.

If the meeting is held without the steward any conclusions verbal or written will be null and void except in the case where the employee requested the Steward to leave.

Should any reprimand warning or disciplinary measure be issued in writing the employee in question shall receive a copy of such written reprimand warning or disciplinary measure within ten (10) worked days of the discovery of the alleged offence except that an extension of time may be requested in order to complete an investigation.

ARTICLE 6 - NO DISCRIMINATION

6.01 There shall be no discrimination on account of race, colour, creed, national origin, sex, sexual orientation, gender identity and gender expression, age or membership in the Union and the Employer agrees to abide by the Ontario Human Rights Code.

6.02 The Union and the Employer agree that locations covered by this collective agreement shall be free of all harassment. The Employer and the Union agree to cooperate with each other in preventing and eliminating harassment in the workplace as quickly as possible.

There shall be zero tolerance for customer rudeness, impropriety and abuse. No employee shall be required to continue to serve a customer who has engaged in any of these behaviours. Management shall take proactive steps to discourage improper customer behaviour.

ARTICLE 7 - SHOP CARDS

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

ARTICLE 8 - UNION PRIVILEGES

8.01 It is agreed that the business representative of the Union shall be admitted during working hours, at reasonable times, to interview employees while on duty or to inspect working conditions; provided, however, that such visits shall not unduly disturb the Employer's business and further, that the business representative shall report his presence to the Owner upon arrival at the location.

8.02 The Employer will provide bulletin boards for the exclusive use of the Union, at agreed upon location(s) throughout the work place for posting notices bearing the written approval of the President of the Union, restricted to:

- (a) Notice of Union recreational and social affairs;
- (b) Notice of Union elections;
- (c) Notice of Union appointments and results of Union elections;
- (d) Notice of Union meetings;
- (e) Notices concerning bona fide Union activities such as WCB, Health & Safety, and unemployment information;
- (f) Other notices concerning Union affairs which are not controversial in nature.

All other notices must be approved and initialled by the Employer before being posted on the bulletin board.

8.03 It is agreed that a negotiating committee, consisting of not more than eight (8) bargaining unit employees including employees from all Franchise stores, Warehouse and Transport and Sausage Room, both full time and part time employees appointed or elected by the Union, for the purpose of collective bargaining with the Employer.

- (a) Any employee who is a member of the negotiating committee shall be paid by the Owner/Company, a maximum of eight (8) hours per day, or in the case of an employee who is normally scheduled 10 hours, a maximum of ten (10) hours per day at fifty (50) percent of their hourly rate of pay.

ARTICLE 9 - SHOP STEWARDS

9.01 The UFCW Local 175 will be entitled to elect or appoint six (6) stewards for each store, and one steward and one alternate steward for the warehouse, transport and sausage room. The duties

of the Steward shall be to assist employees working in the store in servicing complaints or grievances in accordance with the grievance procedure in dealing with matters arising under the terms of the agreement. On commencing employment the employee's immediate supervisor shall introduce the new employee to his/her respective Union steward. The steward will provide him/her with a copy of the Collective Agreement. When investigating a member's grievance, the steward will have access to the kronos reports, or any other new payroll system, time punch details and if necessary, payroll. There will be one steward designated by the union representative that will be recognized as the lead unit steward.

The Union acknowledges that the Stewards and other Local Union Representatives have their regular duties to perform on behalf of the Owner/Company and that such persons will not leave their regular duties without receiving permission from the Owner or his appointee whose permission will not be unreasonably withheld. In accordance with this understanding the Owner will compensate such Stewards at their regular straight time hourly rate for the time spent servicing complaints or grievances hereunder during their regular working hours.

9.02 The franchise Owner shall meet with a union steward designated by the Union during work hours to discuss any concerns or problems at the unit.

ARTICLE 10 - SENIORITY

10.01 Seniority shall be recognized by the Employer and shall be based on the length of continuous service as a full time employee at each location. It is agreed that employees only acquire and exercise seniority on an individual location by location basis. In the event two or more employees are hired on the same date, the employee with the lowest employee number will be deemed to be the most senior. In the event two or more persons are promoted full time on the same date, the employee with the highest part time seniority date will be deemed to be the most senior.

(a) NEW STORE

- (i)** Full time employees on lay-off will receive first option for position in a new store, based on their qualifications and skills. All full time employees chosen to transfer to the new store will retain their Union seniority.
- (ii)** Full time employees in existing stores may make known their interest in full time employment in the new store. All full time employees chosen to transfer to the new store will retain their Union seniority. Choice of employees to be hired into the new store will be decided by the Owner.
- (iii)** Part time employees may apply for full time opportunities in a new store. All part time employees chosen for a new store will retain their Union seniority. Choice of employees to be hired into the new store will be decided by the Owner.
- (iv)** Part time employees in existing stores may make known their interest in part time employment positions in a new store. All part time employees chosen to be hired into a new store will retain their Union seniority. Choice of employees to be transferred to the new store will be decided by the Owner.

**(b) EXISTING STORE-ENTRY LEVEL
FULL TIME POSITIONS**

- (i)** It is agreed that in the event of a full time job opportunity, the Employer will first make an effort to promote a current part time employee from within his location provided the employee immediately possesses the skills, qualifications and ability to perform the work.
- (ii)** Failing that, the Employer will give consideration to full time employees on lay-off in other Fortino's franchise locations.
- (iii)** Failing the above, the Employer may choose to hire new employees from outside the store.
- (iv)** When filling junior assistant and assistant department manager positions the Employer agrees that for such positions it will consider the following factors; seniority, job knowledge, qualifications, availability, competence, experience and skill. Where two employees are considered relatively equal based on the above mentioned factors then seniority shall govern."

(c) REPLACEMENT STORE

- (i)** In the event a store closes and coincident with this closure a replacement store opens within twenty (20) kilometres or less from the closed store, then all employee's would transfer to the replacement store. Their union and company seniority would be maintained at the replacement store.

10.02 Regular full time employees shall not attain seniority until they have completed a probationary period with the Employer. Such probationary period shall be forty-five (45) worked days at each location. However, should a probationary employee complete such service, his seniority will date back to the commencement of his continuous full time employment at such location. A part time employee who is hired full time within the same store will not be required to serve a probationary period. All new assistant department manager positions will be subject to a three (3) month probationary period.

10.03 (a) In cases of lay-off and recall the principle of seniority shall govern provided the senior employee has the ability and qualifications to perform the job. Employees with less than one year's service at a location will be given one (1) week's notice of lay-off or one (1) week's pay in lieu of notice. Employees with more than one (1) year's service at a location will be given two (2) weeks' notice of lay-off or two (2) weeks' pay in lieu of notice. Such notice or pay in lieu of notice shall be credited towards the employee's entitlement to same pursuant to the applicable provisions of The Employment Standards Act.

- (b)** Full time employees that are laid off will be first offered the opportunity to go to a new store or may elect severance payment in addition to The Employment Standards Act of Ontario equal to one (1) week's pay for each year of service to a maximum of \$5,000.00 (five thousand dollars).

10.04 Seniority lists for full time employees shall be posted by the Employer quarterly, a copy of which shall be sent to the Union office.

- 10.05** (a) Persons outside the bargaining unit returning to the bargaining unit shall return to a position no higher than their former position in the bargaining unit.
- (b) Persons returning to or entering the bargaining unit shall not result in the demotion of employees within the bargaining unit.
- (c) Anyone promoted to a Management position will maintain bargaining unit seniority based on their length of service within the bargaining unit.
- (d) Anyone promoted to a Management position subsequent to date of ratification, July 1, 2015 will maintain bargaining unit seniority for up to two (2) years following the date of their promotion.

10.06 Seniority shall be considered terminated and the employee shall be terminated from the Employer's payroll if an employee:

- (a) voluntarily leaves the employment of the Employer;
- (b) is discharged for cause;
- (c) is absent from work for more than (3) working days without prior notification to the Employer;
- (d) is absent from work due to sickness or disability for more than three (3) days and fails upon return to work to produce a certificate from a medical practitioner verifying such absence and sustaining the reason for such absence;
- (e) fails to return to work after a recall from lay-off within fourteen (14) days after the receipt of registered mail;
- (f) fails to return to work upon the conclusion of a leave of absence unless his failure to return is for reasonable cause;
- (g) fails to take a medical examination by the qualified medical practitioner when requested by the Employer when there is a question of the employee's ability to perform his/her job in a suitable manner;
- (h) is not recalled to work when laid off due to lack of work within eighteen (18) months of date of lay-off.

10.07 A full time employee electing to step down to part time may do so in their own department provided there is a vacancy.

Full time employees that step down to part time for any reason shall carry full seniority to the part time seniority list

10.08 Demoted employees shall have their rate maintained for eight (8) weeks except where an employee is demoted for disciplinary reasons. In the event of a disciplinary demotion, the employee shall be paid the rate of the job to which he has been demoted.

10.09 In the event two (2) or more employees are hired on the same date the employee with the lowest employee number will be deemed to be the most senior employee.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

11.01 Employees are expected to attend work regularly. When unable to attend, the employee must notify the Owner, Relieving Manager or Supervisor, as soon as it is reasonably possible prior to the commencement of the scheduled shift of the employee, giving the reason why the employee is unable to attend, when he expects to return to work and how the Manager or Supervisor can call him relative to his absence.

11.02 (a) The basic work week for full time employees will consist of forty (40) hours per week, made up of five (5) days of eight (8) consecutive hours duration or four (4) days of ten (10) consecutive hours. The basic work week for full time employees hired prior to September 1, 2002 shall be worked Monday through Saturday. The basic work week of full time hired after the date of ratification or part time employees promoted to full time after the date of ratification and warehouse, transport and sausage room employees shall be worked Sunday through Saturday. Night crews starting Sunday evening shall be considered as Monday work. Warehouse hours of work may change from time to time provided it is mutually agreeable with the employee and the Employer.

- (b)**
- 1)** Night shift employees working eight (8) hour shifts shall be scheduled to work five (5) consecutive nights; however, this commitment may be satisfied within the basic work week or across two basic work weeks at the discretion of the Company. Night shift employees who are working their hours across four (4) nights per week (not including compressed work week) may be scheduled to work non-consecutive nights.
 - 2)** In either event, all night shift work shall commence between the hours of 10:00 pm and 12:00 midnight (unless otherwise agreed between the store manager and individual employee) and all full time night shift employees shall receive two (2) consecutive nights off each week subject to "3)" below. The Company shall have the right to determine whether an employee is scheduled five (5) nights or four (4) nights each week however commits to provide individual employees four (4) week notice of a change from one to the other.
 - 3)** Notwithstanding "1)" above; the Company may schedule nights of work and/or nights off non consecutively where necessary to provide the employee the Saturday off prior to commencing vacation, or to satisfy the weekend off provision.
 - 4)** The Company agrees that it will schedule (by seniority) night shift employees working eight (8) hour shifts who wish to receive their nights of work consecutively within the workweek as such to the extent that this is possible based upon the available night shift work.

This provision shall not apply to any employee for whom hours of work on Sunday are voluntary, unless there is mutual agreement between the Store Manager/Franchisee and the employee.

For payroll and scheduling purposes, a night crew shift commencing at any time up until and including midnight is considered to be a shift of the day in which the shift commenced and not the day in which the majority of the hours may fall (e.g. A shift commencing at midnight Tuesday is considered to be a Tuesday shift).

- 11.03 (a)** Overtime at the rate of time and one-half (1 1/2) the regular hourly rate will be payable after eight (8) hours in a day or ten (10) hours for four (4) days/week scheduled and forty (40) hours in a week for full time employees.
- (b)** Overtime at the rate of two (2) times the regular hourly rate will be payable for all hours worked on Statutory Holidays, with the exception of warehouse and transport employees. In the event the store is open for business an employee who is scheduled to work on the Civic holiday shall be paid straight time rate of pay.
- (c)** For retail store employees hired prior to September 1, 2002, a premium of \$1.60 per hour shall be paid for Sunday work. For retail store employees hired on or after September 1, 2002, Sunday work shall be at their regular hourly rate of pay. For clarity full time and part time employees working in the warehouse, transport and sausage room do not receive a premium for Sunday work, Sunday work is not voluntary and is part of their work week.
- (d)** Unscheduled overtime shall be offered by seniority and availability at the time the overtime is required, first to employees currently performing the work and then on a call-in basis to the rest of the bargaining unit. The Employer agrees to accept valid reasons for an employee who refuses to work overtime.
- (e)** Employees who work authorized overtime shall be granted a paid fifteen (15) minute break upon completion of two (2) hours of overtime and further paid fifteen (15) minute breaks upon completion of each subsequent two (2) hours of overtime work performed.
- (f)** The Employer will make a reasonable effort to give employees a minimum of two (2) hours' notice when overtime is required.

11.04 During each work day, employees shall be granted two (2) rest periods with pay of fifteen (15) minutes in duration each and one half (1/2) hour unpaid meal period, scheduled at the midpoint of each half shift and the midpoint of the daily shift. The Employer shall post a schedule of hours of work by 12:00 noon on Thursday and a Steward shall be given a copy of the work schedule. Full time employees will receive twenty-four hours' notice of any change in scheduled hours.

- 11.05 (a)** Employees will not be scheduled to work more than two (2) evenings each work week for customer shopping convenience unless by mutual consent. An employee will be considered as having worked an evening when scheduled beyond 6:00 p.m. For employees scheduled to work until 6pm or later on Sunday, this will be deemed to be one of the two evenings worked per week.
- (b)** Day shift openings shall be offered to the most senior night shift employee, provided they have the ability and qualifications to perform the work.
- (c)** A full time employee will be able to submit a request for one evening not to be scheduled as defined as after 6pm Monday to Thursday, for a period of up to 12

weeks 3 times per calendar year. Arrangements for this shall be made by mutual consent between the employee and the Franchisee.

- 11.06 (a)** Employees will not be scheduled to work more than three (3) Saturdays in four (4) consecutive weeks unless by mutual consent.

The Employer will attempt where requested and possible to schedule Saturday and Sunday off consecutively.

- (b)** A full time employee hired on or after September 1, 2002 or a part time employee promoted to full time on or after September 1, 2002 shall not be scheduled to work more than three (3) Saturdays and Sundays in four (4) weeks unless by mutual consent.

11.07 Employees will have a minimum of ten (10) hours off between the end of their regularly scheduled shift to the commencement of their next regularly scheduled shift unless by mutual consent.

ARTICLE 12 - STATUTORY HOLIDAYS

- 12.01 (a)** The following holidays shall be recognized as legal holidays:

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

- (b)** To qualify for pay for a legal holiday, the employee must have completed his probation period and worked his last scheduled working day preceding the holiday and his first scheduled working day after the holiday unless he has secured permission from his Manager or his designate to be absent on one of the qualifying days. An employee who is absent their scheduled shift before and/or after a statutory holiday will be paid, if they would otherwise have qualified for pay, provided they produce a medical certificate from a medical practitioner certifying that they were unable to carry out their duties on the day(s) in question. Employees who are off on compensation, accident or illness shall receive legal holiday pay if they have worked within ten (10) days of the holiday. Should a legal holiday occur within an employee's leave of absence, he shall not be paid for such legal holiday.
- (c)** During the week in which one (1) statutory holiday falls, the employee will be paid time and one-half (1 1/2) for all hours worked in excess of thirty-two (32) hours. During the week in which two (2) statutory holidays fall, the employee will be paid time and one-half (1 1/2) for all hours worked in excess of twenty-four (24) hours.
- (d)** Employees will be given a minimum of forty-eight (48) hours' notice if they are required to work on a statutory holiday. In no case will an employee be required to work less than four (4) hours on a statutory holiday when scheduled to work.

- 12.02** Statutory holidays shall be observed on the actual date of the holiday.

ARTICLE 13 - VACATIONS

- 13.01** (a) Vacation entitlement with pay will be calculated on each year of full time service.
- (b) An employee with less than one (1) year of full time service shall receive vacation in accordance with the Employment Standards Act.
- (c) An employee with more than one (1) year of full time service but less than five (5) years shall receive vacation pay of 2 weeks pay or 4% whichever is greater.
- (d) An employee with more than five (5) years of full time service but less than ten (10) years shall receive vacation pay of 3 weeks pay or 6 % whichever is greater.
- (e) An employee with more than ten (10) years of full time service but less than seventeen (17) years shall receive vacation pay of 4 weeks pay or 8% whichever is greater.
- (f) An employee with more than seventeen (17) years of full time service shall receive vacation pay of 5 weeks pay or 10% whichever is greater.
- (g) For purpose of clarity a week's pay shall be calculated based on their hourly rate at the time the employee goes on vacation. The percentage payment referred to throughout this Article shall apply to wages earned during the previous financial year excluding any vacation pay paid in respect of that period.
- (h) Where an employee is absent (which shall not include maternity leave) and such absence is longer than three (3) weeks then that employee's vacation shall be paid at their applicable percentage. Where the employee is absent for more than one year they shall not be entitled to any vacation pay.
- (i) An employee who is terminated or quits shall receive vacation pay based on their applicable percentage less any vacation pay already paid.
- (j) Prior to going on vacation an employee will be advised of his/her first scheduled shift upon the completion of his/her vacation. An employee who requests the Saturday off prior to commencing vacation, shall be granted the time off.
- (k) Vacation pay shall be granted to the employees as if they were working said vacation period.
- (l) An employee may request to have one (1) week of his/her approved vacation entitlement commence mid-week for travel purposes. Any arrangement under this provision must be by mutual consent between the employee and Franchisee and will not be unreasonably denied.

13.02 The employer agrees to take seniority into consideration in preparing vacation schedules. Each store will by March 1st, in each calendar year, post a vacation schedule listing the employees in order of seniority. An employee must submit his/her request for preference on vacation dates covering complete vacation entitlement by March 15th, in order that the employer may finalize and post the vacation schedule by no later than April 15th. However, seniority shall not apply if the employee fails to make his/her selection before March 15th. The Owner shall at all times be entitled to maintain a sufficient and qualified workforce. The finalized vacation schedules will be posted in each Department.

Vacations cannot be carried over from one year to another, but must be taken within the calendar year.

13.03 When a statutory holiday as defined in Article 12.01(a) occurs during an employee's vacation period, such employee shall be entitled to receive either one (1) day's extra vacation or one (1) day's pay as follows:

- (a) Wherever possible, the extra day is to be taken in conjunction with vacation, at either the beginning or the end of the vacation period, i.e., Saturday preceding or Monday following.
- (b) In certain instances, the employee may wish to defer the extra day.
- (c) Arrangements under this section are to be completed prior to the commencement of the employee's vacation period and shall be by mutual consent between the employee and the Owner.

ARTICLE 14 - GRIEVANCE AND ARBITRATION

14.01 Either the Employer, the Union or any employee has a right to lodge a grievance with respect to any matter arising out of this Agreement or concerning the interpretation, application or alleged violation of this Agreement.

14.02 Any employee believing that he has been unjustly dealt with or that the provisions of this Agreement have not been complied with, shall have the right to place such grievances in the hands of the Union for review and adjustment by the Employer, if necessary. Such grievances shall be processed as follows:

STEP ONE

Between the employee concerned, his Union representative and the Department Manager and/or Owner. The grievance must be filed within eighteen (18) working days after the event giving rise to the grievance occurs and within this period of time it shall be discussed at this Step. The Department Manager shall give an oral decision within four (4) working days from the date discussion took place. If the Union wishes to appeal to the next Step, the grievance shall be reduced to writing and shall contain the provision of the Agreement which has been allegedly violated. Notice of appeal shall be filed with the Department Manager within six (6) working days from the Department Manager's oral decision.

STEP TWO

Between the employee concerned, the Union representative, the Department Manager, and/or the Owner. Fortino's Supermarkets or a representative to be designated by it shall receive a copy of the grievance and shall participate in the discussion at this Step at the request of either the Employer or the Union. Fortino's Supermarkets or its representative shall advise the Employer with respect to any matter in issue and the Employer shall give due and serious consideration to such advice, provided always that the decision shall be made by the Employer. The discussion at this Step shall be held within seven (7) working days of the appeal. The decision of the Employer at this Step shall be in writing and be made within four (4) working days of the date of the meeting.

14.03 In the case of a dismissal, a grievance may be filed by an employee who feels he was unjustly dealt with. Such grievance must be filed within five (5) working days from the date of dismissal and shall commence at STEP TWO. In any subsequent disposal of this case during the grievance procedure, the Employer may re-instate the employee with full back pay, suspend the employee for a definite period or sustain the discharge.

14.04 Grievances concerning rates shall be handled in accordance with the above procedure and the disposition of such grievances, if sustained, shall include the determination of the effective date of the increase with retroactivity thereto.

14.05 The Employer and the Union may file grievances commencing at STEP TWO. If an Arbitration Board finds that the Employer or the Union has violated the Collective Agreement, it shall have the power to award compensation to the Employer, the Union or any employee affected by the violation.

14.06 Any liability, financial or otherwise, of any individual Employer arising out of a violation of this Agreement shall be the sole and exclusive liability of such Employer and other Employers shall not be jointly or severally liable for such violations.

14.07 (a) Failing settlement under the foregoing procedure, such grievance may be submitted to Arbitration, as hereinafter provided;

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

ARBITRATION

14.08 Should the grievance involve the misinterpretation or alleged violation of the Agreement, either party may be free to appeal to Arbitration from STEP TWO within thirty-one (31) days from the date the decision was given at STEP TWO. The party requesting Arbitration shall advise the party in writing of its request, together with a statement as to the issue to be arbitrated and shall include in its notice the name and address of its Nominee to a Board of Arbitration. The other party shall within one (1) week of its receipt of the notice nominate its member to the Board of Arbitration and so advise the other party. If the two Nominees are unable to agree upon the choice of a third Member to act as Chairperson, the Minister of Labour for the Province of Ontario shall be requested to appoint a Chairperson. The Board shall hear their dispute and the decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson governs and shall be final and binding upon the parties. The Board of Arbitration shall not have any jurisdiction to alter or modify any of the provisions in lieu thereof, nor to make any decisions inconsistent with the terms and provisions of this Agreement. Each of the parties hereto will bear the expenses of the Nominee appointed by it and will share equally the expenses of the Chairperson of the Board of Arbitration. The parties may mutually agree that a single Arbitrator shall be appointed in the place of a Board of Arbitration. In the event that the parties agree on a single Arbitrator, the Arbitrator shall have the same powers as a Board of Arbitration under this Agreement.

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

14.10 (a) All disciplinary warnings or reprimands which are placed in an employee's record and all notices of demotion for cause, discharge or suspension, shall be in writing and shall contain the reason for the warning reprimand, suspension or discharge. One

copy shall be given to the employee and one copy shall be given to the Employer, and one copy shall be given to the Union Office within seven (7) days of the incident giving rise thereto.

- (b) A disciplinary warning or reprimand which is not in writing shall not be adduced in evidence against an employee in any subsequent disciplinary proceedings in which the employee is involved.
- (c) Disciplinary warnings and/or reprimands which pre-date a disciplinary action by more than one (1) year shall not be adduced in evidence against an employee in any subsequent disciplinary proceedings in which the employee is involved.

ARTICLE 15 - WAGE SCHEDULE

15.01 (a) The following wage schedule shall apply based upon length of continuous service at each location.

	Current	DOR	July 3, 2016	July 2, 2017	July 1, 2018	June 30, 2019	June 28, 2020
Asst. Customer Service Manager (hired prior to DOR)	\$19.70	20.10	20.35	20.55	20.80	21.05	21.30
Asst. Customer Service Manager (hired after DOR)	\$19.70	19.85	20.00	20.15	20.30	20.40	20.50

Jr. Asst. Customer Service Manager (hired prior to DOR)	\$19.25	19.65	19.90	20.10	20.35	20.60	20.85
Jr. Asst. Customer Service Manager (hired after DOR)	\$19.25	19.40	19.55	19.70	19.85	19.95	20.05

Cashier/Pricing Service/Optical (hired prior to DOR)							
Start	\$11.00	13.00	13.00	13.00	13.00	13.00	13.00
6 months	\$11.30	14.00	14.00	14.00	14.00	14.00	14.00
12 months	\$12.60	15.25	15.25	15.25	15.25	15.25	15.25
18 months	\$13.90	17.00	17.00	17.00	17.00	17.00	17.00
24 months	\$19.25	19.65	19.90	20.10	20.35	20.60	20.85
Cashier/Pricing Service/Optical (hired after DOR)							
Start	\$11.00	13.00	13.00	13.00	13.00	13.00	13.00
6 months	\$11.30	14.00	14.00	14.00	14.00	14.00	14.00
12 months	\$12.60	15.25	15.25	15.25	15.25	15.25	15.25
18 months	\$13.90	17.00	17.00	17.00	17.00	17.00	17.00
24 months	\$19.25	19.40	19.55	19.70	19.85	19.95	20.05

MEAT DEPARTMENT							
	Current	DOR	July 3, 2016	July 2, 2017	July 1, 2018	June 30, 2019	June 28, 2020
Asst. Meat Manager (hired prior to DOR)	\$22.59	22.99	23.24	23.44	23.69	23.94	24.19
Asst. Meat Manager (hired after DOR)	\$22.59	22.74	22.89	23.04	23.19	23.29	23.39

Meat Cutter (hired prior to DOR)							
Start	\$11.36	14.50	14.50	14.50	14.50	14.50	14.50
6 months	\$12.95	15.50	15.50	15.50	15.50	15.50	15.50
12 months	\$14.54	16.50	16.50	16.50	16.50	16.50	16.50
18 months	\$16.13	18.50	18.50	18.50	18.50	18.50	18.50
24 months	\$21.78	22.18	22.43	22.63	22.88	23.13	23.38
Meat Cutter (hired after DOR)							
Start	\$11.36	14.50	14.50	14.50	14.50	14.50	14.50
6 months	\$12.95	15.50	15.50	15.50	15.50	15.50	15.50
12 months	\$14.54	16.50	16.50	16.50	16.50	16.50	16.50
18 months	\$16.13	18.50	18.50	18.50	18.50	18.50	18.50
24 months	\$21.78	21.93	22.08	22.23	22.38	22.48	22.58

Meat Cutter (Nights) (hired prior to DOR)							
Start	\$12.36	15.50	15.50	15.50	15.50	15.50	15.50
6 months	\$13.95	16.50	16.50	16.50	16.50	16.50	16.50
12 months	\$15.54	17.50	17.50	17.50	17.50	17.50	17.50
18 months	\$17.13	19.50	19.50	19.50	19.50	19.50	19.50
24 months	\$22.78	23.18	23.43	23.63	23.88	24.13	24.38
Meat Cutter (Nights) (hired after DOR)							
Start	\$12.36	15.50	15.50	15.50	15.50	15.50	15.50
6 months	\$13.95	16.50	16.50	16.50	16.50	16.50	16.50
12 months	\$15.54	17.50	17.50	17.50	17.50	17.50	17.50
18 months	\$17.13	19.50	19.50	19.50	19.50	19.50	19.50
24 months	\$22.78	22.93	23.08	23.23	23.38	23.48	23.58

Head Meat Clerk (hired prior to DOR)	\$19.70	20.10	20.35	20.55	20.80	21.05	21.30
Head Meat Clerk (hired after DOR)	\$19.70	19.85	20.00	20.15	20.30	20.40	20.50

Assistant Meat & Deli Clerk (hired prior to DOR)	\$19.25	19.65	19.90	20.10	20.35	20.60	20.85
Assistant Meat & Deli Clerk (hired after DOR)	\$19.25	19.40	19.55	19.70	19.85	19.95	20.05

Chief Deli (hired prior to DOR)	\$19.25	19.65	19.90	20.10	20.35	20.60	20.85
Chief Deli	\$19.25	19.40	19.55	19.70	19.85	19.95	20.05

Meat Cutter Definition

If a full time employee is processing primal (boxed or rail) meat cuts more than 50% of their time over a 3 month period, they will be reclassified to a Meat Cutter. It is understood that if the process changes and a Meat Cutter is not cutting more than 50% of their time over a 3 month period, they will be reclassified a Meat Clerk. This shall not apply to full time or part time cutters who are on the payroll as of October 6, 2010.

	Current	DOR	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Deli/Seafood/Meat Service/HMR/Pane Fresco (hired prior to DOR)							
Start	\$11.00	13.00	13.00	13.00	13.00	13.00	13.00
6. months	\$11.30	14.00	14.00	14.00	14.00	14.00	14.00
12 months	\$12.60	15.25	15.25	15.25	15.25	15.25	15.25
18 months	\$13.90	17.00	17.00	17.00	17.00	17.00	17.00
24 months	\$19.25	19.65	19.90	20.10	20.35	20.60	20.85
Deli/Seafood/Meat Service/HMR/Pane Fresco (hired after DOR)							
Start	\$11.00	13.00	13.00	13.00	13.00	13.00	13.00
6. months	\$11.30	14.00	14.00	14.00	14.00	14.00	14.00
12 months	\$12.60	15.25	15.25	15.25	15.25	15.25	15.25
18 months	\$13.90	17.00	17.00	17.00	17.00	17.00	17.00
24 months	\$19.25	19.40	19.55	19.70	19.85	19.95	20.05

PRODUCE/GROCERY DEPT							
Asst. Produce Manager, Asst, Grocery Manager and Asst. Night Manager (hired prior to DOR)	\$20.31	20.71	20.96	21.16	21.41	21.66	21.91
Asst. Produce Manager, Asst, Grocery Manager and Asst. Night Manager (hired after DOR)	\$20.31	20.46	20.61	20.76	20.91	21.01	21.11

Jr. Asst. Producer Manager (hired prior to DOR)	\$19.70	20.10	20.35	20.55	20.80	21.05	21.30
Jr. Asst. Producer Manager (hired after DOR)	\$19.70	19.85	20.00	20.15	20.30	20.40	20.50

Grocery Produce Clerk (hired prior to DOR)							
Start	\$11.00	13.00	13.00	13.00	13.00	13.00	13.00
6 months	\$11.30	14.00	14.00	14.00	14.00	14.00	14.00
12 months	\$12.60	15.25	15.25	15.25	15.25	15.25	15.25
18 months	\$13.90	17.00	17.00	17.00	17.00	17.00	17.00
24 months	\$19.25	19.65	19.90	20.10	20.35	20.60	20.85
Grocery Produce Clerk (hired after DOR)							
Start	\$11.00	13.00	13.00	13.00	13.00	13.00	13.00
6 months	\$11.30	14.00	14.00	14.00	14.00	14.00	14.00
12 months	\$12.60	15.25	15.25	15.25	15.25	15.25	15.25
18 months	\$13.90	17.00	17.00	17.00	17.00	17.00	17.00
24 months	\$19.25	19.40	19.55	19.70	19.85	19.95	20.05

Grocery Produce Clerk (Nights) (hired prior to DOR)							
Start	\$11.25	14.00	14.00	14.00	14.00	14.00	14.00
6 months	\$12.30	15.00	15.00	15.00	15.00	15.00	15.00
12 months	\$13.60	16.25	16.25	16.25	16.25	16.25	16.25
18 months	\$14.90	18.00	18.00	18.00	18.00	18.00	18.00
24 months	\$20.25	20.65	20.90	21.10	21.35	21.60	21.85
Grocery Produce Clerk (Nights) (hired after DOR)							
Start	\$11.25	14.00	14.00	14.00	14.00	14.00	14.00
6 months	\$12.30	15.00	15.00	15.00	15.00	15.00	15.00
12 months	\$13.60	16.25	16.25	16.25	16.25	16.25	16.25
18 months	\$14.90	18.00	18.00	18.00	18.00	18.00	18.00
24 months	\$20.25	20.40	20.55	20.70	20.85	20.95	21.05

Produce Service/Trimmer (hired prior to DOR)							
Start	\$11.00	13.00	13.00	13.00	13.00	13.00	13.00
6 months	\$11.30	14.00	14.00	14.00	14.00	14.00	14.00
12 months	\$12.60	15.25	15.25	15.25	15.25	15.25	15.25
18 months	\$13.90	17.00	17.00	17.00	17.00	17.00	17.00
24 months	\$19.25	19.65	19.90	20.10	20.35	20.60	20.85
Produce Service/Trimmer							
Start	\$10.25	13.00	13.00	13.00	13.00	13.00	13.00
6 months	\$11.30	14.00	14.00	14.00	14.00	14.00	14.00
12 months	\$12.60	15.25	15.25	15.25	15.25	15.25	15.25
18 months	\$13.90	17.00	17.00	17.00	17.00	17.00	17.00
24 months	\$19.25	19.40	19.55	19.70	19.85	19.95	20.05

BAKERY DEPARTMENT (Scratch)

	Current	DOR	July 3, 2016	July 2, 2017	July 1, 2018	June 30, 2019	June 28, 2020
Asst. Bakery Manager (hired prior to DOR)	\$20.88	21.28	21.53	21.73	21.98	22.23	22.48
Asst. Bakery Manager (hired after DOR)	\$20.88	21.03	21.18	21.33	21.48	21.58	21.68

Baker (hired prior to DOR)

Start	\$11.36	13.75	13.75	13.75	13.75	13.75	13.75
6 months	\$12.53	15.75	15.75	15.75	15.75	15.75	15.75
12 months	\$13.70	16.75	16.75	16.75	16.75	16.75	16.75
18 months	\$14.87	18.75	18.75	18.75	18.75	18.75	18.75
24 months	\$20.09	20.49	20.74	20.94	21.19	21.44	21.69

Baker (hired after DOR)

Start	\$11.36	13.75	13.75	13.75	13.75	13.75	13.75
6 months	\$12.53	15.75	15.75	15.75	15.75	15.75	15.75
12 months	\$13.70	16.75	16.75	16.75	16.75	16.75	16.75
18 months	\$14.87	18.75	18.75	18.75	18.75	18.75	18.75
24 months	\$20.09	20.24	20.39	20.54	20.69	20.79	20.89

Baker (Nights) (hired prior to DOR)

Start	\$12.36	14.75	14.75	14.75	14.75	14.75	14.75
6 months	\$13.53	16.75	16.75	16.75	16.75	16.75	16.75
12 months	\$14.70	17.75	17.75	17.75	17.75	17.75	17.75
18 months	\$15.87	19.75	19.75	19.75	19.75	19.75	19.75
24 months	\$21.09	21.49	21.74	21.94	22.19	22.44	22.69

Baker (Nights) (hired after DOR)

Start	\$12.36	14.75	14.75	14.75	14.75	14.75	14.75
6 months	\$13.53	16.75	16.75	16.75	16.75	16.75	16.75
12 months	\$14.70	17.75	17.75	17.75	17.75	17.75	17.75
18 months	\$15.87	19.75	19.75	19.75	19.75	19.75	19.75
24 months	\$21.09	21.24	21.39	21.54	21.69	21.79	21.89

Production/Decorator (hired prior to DOR)							
Start	\$11.00	13.00	13.00	13.00	13.00	13.00	13.00
6 months	\$11.30	14.00	14.00	14.00	14.00	14.00	14.00
12 months	\$12.60	15.25	15.25	15.25	15.25	15.25	15.25
18 months	\$13.90	17.00	17.00	17.00	17.00	17.00	17.00
24 months	\$19.25	19.65	19.90	20.10	20.35	20.60	20.85
Production/Decorator (hired after DOR)							
Start	\$11.00	13.00	13.00	13.00	13.00	13.00	13.00
6 months	\$11.30	14.00	14.00	14.00	14.00	14.00	14.00
12 months	\$12.60	15.25	15.25	15.25	15.25	15.25	15.25
18 months	\$13.90	17.00	17.00	17.00	17.00	17.00	17.00
24 months	\$19.25	19.40	19.55	19.70	19.85	19.95	20.05

Bakery Service (hired prior to DOR)							
Start	\$11.00	13.00	13.00	13.00	13.00	13.00	13.00
6 months	\$11.30	14.00	14.00	14.00	14.00	14.00	14.00
12 months	\$12.60	15.25	15.25	15.25	15.25	15.25	15.25
18 months	\$13.90	17.00	17.00	17.00	17.00	17.00	17.00
24 months	\$19.25	19.65	19.90	20.10	20.35	20.60	20.85
Bakery Service (hired after DOR)							
Start	\$11.00	13.00	13.00	13.00	13.00	13.00	13.00
6 months	\$11.30	14.00	14.00	14.00	14.00	14.00	14.00
12 months	\$12.60	15.25	15.25	15.25	15.25	15.25	15.25
18 months	\$13.90	17.00	17.00	17.00	17.00	17.00	17.00
24 months	\$19.25	19.40	19.55	19.70	19.85	19.95	20.05

Baker Definitions

If a full time employee is baking from scratch (mixing and preparing raw ingredients) for more than 50% of their time over a 3 month period, they will be reclassified to a Scratch Baker rate of pay. It is understood that if the process changes and the baker is not baking from scratch more than 50% of their time over a 3 month period, they will be reclassified as a Bakery Clerk. This shall not apply to full time and part time Bakers who are on the payroll as of October 6, 2010.

BAKERY DEPARTMENT (Bake-Off)							
	Current	DOR	July 3, 2016	July 2, 2017	July 1, 2018	June 30, 2019	June 28, 2020
Asst. Bakery Manager (hired prior to DOR)	\$19.25	20.10	20.35	20.55	20.80	21.05	21.30
Asst. Bakery Manager (hired after DOR)	\$19.25	19.85	20.00	20.15	20.30	20.40	20.50

Cake Decorator (hired prior to DOR)							
Start	\$11.00	13.00	13.00	13.00	13.00	13.00	13.00
6 months	\$11.30	14.00	14.00	14.00	14.00	14.00	14.00
12 months	\$12.60	15.25	15.25	15.25	15.25	15.25	15.25
18 months	\$13.90	17.00	17.00	17.00	17.00	17.00	17.00
24 months	\$19.25	19.65	19.90	20.10	20.35	20.60	20.85
Cake Decorator (hired after DOR)							
Start	\$11.00	13.00	13.00	13.00	13.00	13.00	13.00
6 months	\$11.30	14.00	14.00	14.00	14.00	14.00	14.00
12 months	\$12.60	15.25	15.25	15.25	15.25	15.25	15.25
18 months	\$13.90	17.00	17.00	17.00	17.00	17.00	17.00
24 months	\$19.25	19.40	19.55	19.70	19.85	19.95	20.05

Bakery Service (hired prior to DOR)							
Start	\$11.00	13.00	13.00	13.00	13.00	13.00	13.00
6 months	\$11.30	14.00	14.00	14.00	14.00	14.00	14.00
12 months	\$12.60	15.25	15.25	15.25	15.25	15.25	15.25
18 months	\$13.90	17.00	17.00	17.00	17.00	17.00	17.00
24 months	\$19.25	19.65	19.90	20.10	20.35	20.60	20.85
Bakery Service (hired after DOR)							
Start	\$11.00	13.00	13.00	13.00	13.00	13.00	13.00
6 months	\$11.30	14.00	14.00	14.00	14.00	14.00	14.00
12 months	\$12.60	15.25	15.25	15.25	15.25	15.25	15.25
18 months	\$13.90	17.00	17.00	17.00	17.00	17.00	17.00
24 months	\$19.25	19.40	19.55	19.70	19.85	19.95	20.05

WAREHOUSE DEPARTMENT							
Driver Class 'A' (hired prior to DOR)							
Start	\$14.85	14.85	14.85	14.85	14.85	14.85	14.85
6 months	\$15.70	15.70	15.70	15.70	15.70	15.70	15.70
12 months	\$16.55	16.55	16.55	16.55	16.55	16.55	16.55
18 months	\$17.40	17.40	17.40	17.40	17.40	17.40	17.40
24 months	\$22.31	22.71	22.96	23.16	23.41	23.66	23.91
Driver Class 'A' (hired after DOR)							
Start	\$14.85	\$14.85	\$14.85	\$14.85	\$14.85	\$14.85	\$14.85
6 months	\$15.70	\$15.70	\$15.70	\$15.70	\$15.70	\$15.70	\$15.70
12 months	\$16.55	\$16.55	\$16.55	\$16.55	\$16.55	\$16.55	\$16.55
18 months	\$17.40	\$17.40	\$17.40	\$17.40	\$17.40	\$17.40	\$17.40
24 months	\$22.31	22.46	22.61	22.76	22.91	23.01	23.11

Warehouseman (hired prior to DOR)							
Start	\$11.00	13.00	13.00	13.00	13.00	13.00	13.00
6 months	\$11.09	14.00	14.00	14.00	14.00	14.00	14.00
12 months	\$12.54	15.25	15.25	15.25	15.25	15.25	15.25
18 months	\$13.99	17.00	17.00	17.00	17.00	17.00	17.00
24 months	\$18.80	19.10	19.35	19.60	19.85	20.10	20.35
Shipper/Receiver	\$19.80	20.20	20.45	20.65	20.90	21.15	21.40
Warehouseman (hired after DOR)							
Start	\$11.00	13.00	13.00	13.00	13.00	13.00	13.00
6 months	\$11.09	14.00	14.00	14.00	14.00	14.00	14.00
12 months	\$12.54	15.25	15.25	15.25	15.25	15.25	15.25
18 months	\$13.99	17.00	17.00	17.00	17.00	17.00	17.00
24 months	\$18.80	18.95	19.10	19.25	19.40	19.50	19.60
Shipper/Receiver	\$19.80	19.95	20.10	20.25	20.40	20.50	20.60

Sausage Maker (hired prior to DOR)							
Start	\$11.36	14.50	14.50	14.50	14.50	14.50	14.50
6 months	\$12.95	15.50	15.50	15.50	15.50	15.50	15.50
12 months	\$14.54	16.50	16.50	16.50	16.50	16.50	16.50
18 months	\$16.13	18.50	18.50	18.50	18.50	18.50	18.50
24 months	\$21.78	22.18	22.43	22.63	22.88	23.13	23.38
Sausage Maker (hired after DOR)							
Start	\$11.36	14.50	14.50	14.50	14.50	14.50	14.50
6 months	\$12.95	15.50	15.50	15.50	15.50	15.50	15.50
12 months	\$14.54	16.50	16.50	16.50	16.50	16.50	16.50
18 months	\$16.13	18.50	18.50	18.50	18.50	18.50	18.50
24 months	\$21.78	21.93	22.08	22.23	22.38	22.48	22.58

Asst. Manager, Sausage Room (hired after DOR)	\$22.59	22.74	22.89	23.04	23.19	23.29	23.39
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15.01 (b) DOR - 40 cent wage increase to full and part time employees who are at the end rate of pay.

July 3, 2016 - Year 2 - 25 cent wage increase to full and part time employees who are at the end rate of pay.

July 2, 2017 - Year 3 - 20 cent wage increase to full and part time employees who are at the end rate of pay.

July 1, 2018 - Year 4 - 25 cent wage increase to full and part time employees who are at the end rate of pay.

June 30, 2019 - Year 5 - 25 cent wage increase to full and part time employees who are at the end rate of pay.

June 28, 2020 - Year 6 - 25 cent wage increase to full and part time employees who are at the end rate of pay.

For clarity, only 15 cents of the above mentioned increases will be applied to the end rates of the full and part time wage progressions in years 1, 2, 3 and 4 and will be reflected in the attached grids. In years 5 and 6, only 10 cents of the above mentioned increases will be applied to the end rates of the full and part time wage progressions and will be reflected in the attached grids. For clarity, when an employee in scale reaches the end rate, provided they were on the payroll as of the date of ratification their end rate is inclusive of all increases noted above.

All part time employees will slot into the new wage scales attached based upon the number of hours worked the Sunday following the date of ratification and they shall progress from that point based on hours worked.

A part time employee in the progression that moves to their new rate of pay on the new wage progression and does not receive a minimum of a 40 cent increase will receive a lump sum of \$100.

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

15.02 Employees will obtain wage progression increases on a half-yearly basis in the first full pay cycle following their date of hire or first day of full time.

15.03 When the Company pays an employee more than the starting rate in his classification, such employee shall (for the purpose of wage progression only) receive wage increases in accordance with the wage schedule and be deemed to have the appropriate service.

15.04 (a) Any full time employee who is assigned on a temporary basis to a higher rated job for three (3) days or more (excluding the regular day off) will be paid a premium of fifty (50¢) cents per hour for each hour worked retroactive to the first day of relief. It is agreed that this subsection shall apply only for the purposes of temporary assignments to the following positions:

Customer Service Manager, Assistant Customer Service Manager, Meat Manager, Assistant Meat Manager, Head Meat/Deli Clerk, Assistant Meat/Deli Clerk, Produce Manager, Assistant Produce Manager, Bakery Manager (Bake Off), Assistant Bakery Manager (Bake Off), Bakery Manager (Scratch), Assistant Bakery Manager (Scratch), Seafood Manager, Hot Foods Manager, Bean Roast Manager, Floral Manager, Dairy Manager, Photo Lab Manager, Holy Smokes Manager, Pizza Panini Manager, Sausage Room Manager. (Add all new departments opened during the term of the agreement).

(b) Such assignments shall be based on seniority, provided, however, the employee has the skill, ability and qualifications to do the job.

(c) Employees working the midnight shift shall be entitled to a shift premium for all regular hours worked after 10:00 p.m. at the rate of one (\$1.00) dollar per hour.

15.05 The Company may, from time to time, introduce, modify and/or eliminate an incentive program. Any program would be in addition to the prevailing wage progression scales. The Company will meet the Union to discuss the program prior to it being implemented, modified or eliminated.

15.06 Meat Cutter in Training

The Union and Company will meet to discuss issues/concerns related to the meat cutter training program prior to it being implemented.

During the training phase of the program employees will be employed by Fortinos Supermarkets Limited, their service will be recognized by the franchisee. Their seniority date at the franchise location will be day one. Meat cutter training hours are separate and over and above from the franchise store meat department allotment of scheduled hours.

An employee who is hired into the training program, who does not successfully complete the requirements of the training program will return to their former position and rate of pay, if they were employed part time with Fortinos.

A full time employee whose position is replaced, will be filled as outlined in Appendix "A" Article 2.04 (b). In the event the full time employee does not successfully complete the requirements of the training program they will revert to their former position and the employee who was replacing them will revert to part time status and the appropriate part time rate of pay.

Full time Meat Cutter in training	Start	\$14.00
	6 months	\$14.50
	12 months	\$15.00

For the term of this agreement, successful candidates from the meat training program will be placed on the meat cutter chart.

The full time increase on July 1, 2013 will not be added to the end rate of the above new progression.

ARTICLE 16 - HEALTH AND WELFARE

- 16.01 (a)** The Employer agrees to provide a benefit plan substantially equivalent to a package made available through Fortino's Supermarkets attached hereto as Schedule "A".
- (b)** Eligible **full time** employees will be provided a drug card. Reimbursement will be based upon 100% for prescriptions filled at a Company store and 70% otherwise. Dispensing fees will be reimbursed based upon the prevailing rate at Loblaw pharmacies.

Shoppers Drug Mart has agreed to the use of the drug card at their stores. For clarity, reimbursement will be based upon 100% for prescriptions filled at Shoppers Drug Mart.

All reimbursement will be based upon the covered expense for interchangeable products is limited to the cost of the lowest priced product in the applicable generic category, unless the prescription has been written by brand name and directed by the prescriber not to be interchanged. If it has, the actual expense will be considered eligible for payment as long as the prescription bears the notation "DO NOT PRODUCT SELECT", or "NO SUB", or "NO SUBSTITUTION" on the actual script in the prescriber's own handwriting.

16.02 A full time employee who qualifies for short term disability and applies for Employment Insurance shall be eligible to receive an advance on their Employment Insurance benefits. The employee must sign a written agreement that these monies will be immediately repaid upon receipt of their Employment Insurance benefits.

16.03 The Owner/Company will provide full time employees optical coverage where employees will be reimbursed up to \$60 for an eye exam every 24 months. An employee will be reimbursed for the eye exam and glasses up to a maximum of two hundred (200) dollars in a 24 month period for the employee and his/her dependents up to age 18.

16.04 Pension – Fortinos provides to its part time and full time employees, membership in the Canadian Commercial Worker's Industry Pension Plan (CCWIPP). The Employer agrees to participate in and contribute to the Canadian Commercial Worker's Industry Pension Plan. Hourly Pension contributions for the Employer are \$1.45 per hour, per employee. Additionally, as an active member you will be required to make self-contributions to CCWIPP. The amount of your Member contribution will depend on the number of years of continuous service you have in the Plan.

16.05 Benefits will not continue for Full time employees that continue to work full time beyond age sixty-five (65).

16.06 Physiotherapy -This benefit has an annual maximum benefit of \$500.00.

16.07 Orthotics- This benefit has an annual maximum benefit of \$500 every 24 months for adults over age of 25 and \$500 every 12 months for children under age 25.

16.08 Long Term Disability - The monthly LTD benefit shall increase by \$125.00 effective January 2018.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 All written requests for leaves of absence without pay shall be considered by the Owner. It is understood that any leave of absence is subject to reasonable notice being given to the Owner. In the event such leave of absence is not used for the purpose granted, the employee may be subject to disciplinary action up to and including dismissal. It is further understood that leaves of absence will be honoured on a first come first served basis. Approval of leave of absence as defined shall not be unreasonably withheld, having regard to the reasons for the request, the duration of the leave and the needs of the business.

An employee will receive a written reply within fourteen (14) days of receipt of an application for leave of absence. If leave is denied, written reasons will be given for the denial. All requests for leaves of absence will be directed to the Owner, Manager or their appointee.

17.02 The Owner will grant Leaves of Absence without pay for a period of not more than twelve (12) months to any employee who is elected or appointed to an office with the Union. Such requests for leaves of absence shall be made in writing and the Owner shall be given reasonable advance notice.

17.03 (a) Written requests for Leaves of Absence without pay in order to attend Union Conventions, Courses and Conferences will be considered by the Owner, Human Resources or their appointee, providing that reasonable notice is given by the Union.

(b) Approval of such leave of absence shall not be unreasonably withheld, except that no more than two (2) employees per store or three (3) employees where such store has a night shift Steward may be granted such leave of absence at the same time.

17.04 The Owner/Company will grant maternity and paternity leaves of absence in accordance with the Employment Standards Act of Ontario.

ARTICLE 18 - CO-OPERATION

18.01 (a) The Union shall be notified in writing of all Company Rules and Regulations covering those covered by this Agreement.

(b) The Union agrees to co-operate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the location and in caring for equipment and machinery.

18.02 Full time employees may submit in writing, requests for training in other classifications. The Owner will give consideration to such requests for training.

18.03 Any employee who so desires it, shall have the right to review his personnel record in the presence of the Union Steward and a member of Management, upon making a request for same in advance. Such review is to take place at such time and place within the unit as may be designated by Management.

18.04 The employer reserves the right to establish or create any new position. The Employer and the Union will negotiate a new wage rate. Should the parties fail to reach a satisfactory agreement, the Owner will apply the decision he deems necessary and the matter will be submitted to arbitration.

18.05 Where the employer requires the employee to provide a doctor's note or a weekly indemnity form, the Company will reimburse the employee.

ARTICLE 19 - PART TIME HELP

19.01 It is agreed and recognized by both the Union and the Employer that due to the nature of the Employer's business it may be necessary to employ both full time and part time employees. The Employer agrees that part time employees will not be scheduled to work in excess of twenty-eight (28) hours per week except in the circumstances outlined in Article 2.04 of Appendix "A".

19.02 Part time employees or a combination of part time employees will not be used to the extent that they displace existing full time employees or, except in the event of sales and/or profit declines, reduce the current level of full time employees.

ARTICLE 20 - NO STRIKE, NO LOCK-OUT

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

ARTICLE 21 - BEREAVEMENT LEAVE

21.01 Should a bereavement occur in an employee's immediate family (parent, parent-in-law, spouse, child, brother, sister, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, step-children, step-parents, step-brother or step-sister) the employee shall be granted such time off from work with pay as is reasonable under the circumstances, up to a maximum of three (3) days.

Employees may retain one (1) day of the above allowance in order to attend and internment scheduled for a later date, but within one (1) year of the death.

ARTICLE 22 - JURY DUTY PAY

- 22.01**
- (a)** Employees who are required to serve on a jury shall be compensated for days actually spent on jury duty when they would, otherwise, have been at work.
 - (b)** They shall receive the difference between their jury fees and their normal day's pay for that time they would have been regularly employed had they not been serving on the jury. The employee shall be required to report immediately upon being released from jury duty when such reporting is reasonable under the circumstances.
 - (c)** The claim of an employee shall be verified by presentation of the jury duty cheque. However, no payment shall be made for any hour for which the employee receives compensation by the Employer for any other reason. Payment shall not be withheld pending submission of the jury duty cheque.
 - (d)** Employees subpoenaed to attend as a witness on behalf of the Employer or the Crown shall be entitled to the difference between their witness fee and their normal day's pay.
 - (e)** In the event employees serve on jury duty from Monday through Friday, they will not be required to work Saturday.

ARTICLE 23 - SALES REPRESENTATIVES

23.01 The Owners agree that sales representatives will not perform work in Fortino's stores on items shipped through the warehouse, except for major promotional periods. In the event that a product line which is currently shipped direct to stores is converted into our warehouse, the sales representatives may continue to perform work on these items. Where practicable, the Company shall provide the Union with 4 weeks' notice of such conversions.

ARTICLE 24 - UNIFORMS AND TOOLS

24.01 Uniforms, freezer coats and rubber aprons which the Employer requires shall be furnished to the employee without charge. The laundering of meat coats and white aprons and bakers whites shall be the responsibility of the Employer. If an employee chooses to wear a sweater or a vest, it will be purchased from the Employer and the Employer will pay 50% of the cost. Replacements will be made on an exchange basis with the same re-imbusement.

24.02 The Employer will furnish the necessary tools and pay for the sharpening of same.

24.03 The Employer agrees that carry out coats, receiving coats, rain wear and rubber boots for Meat, Produce and Seafood departments will be adequately provided.

ARTICLE 25 - RETROACTIVITY

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

ARTICLE 26 - CIVIC HOLIDAY

26.01 An employee who qualifies under Article 12 shall be paid for the Civic holiday.

26.02 In the event the store is open for business and an employee is scheduled to work on the Civic holiday they shall be paid straight time.

ARTICLE 27 - TERM OF AGREEMENT

27.01 (a) This Agreement shall come into force and effect on the 1st day of July 2015 and shall continue to the 1st day of July, 2022 and shall thereafter be automatically renewed for the period of one (1) year unless either party, on written notice to the other, within a period of not more than ninety (90) days before the expiry date serves notice of intent to terminate or modify the Agreement.

(b) In the event either party serves notice of a desire to negotiate changes into this Agreement as above set out, it is agreed that the Employer and the Union, without undue delay, shall begin negotiations on the proposed changes.

(c) Pending the results of negotiations, neither party shall change the conditions existing under the Agreement.

Dated at Cambridge, Ontario, this ____rd day of _____ 2016.

FOR THE UNION:

FOR THE COMPANY:

Jim McLean

Brad Morrison

Howard Bentley

Maggie Brayson

Craig Sullivan

John Speakman

Fortinos (Queens Plate 2013) Ltd.
Tony Ferrante

Fortinos (Mall 1994) Ltd.
Nino Gallo

Fortinos (New Street 2013) Ltd.
Photis Kelpis

Fortinos (Lawrence & Allen) Ltd.
Joe Aiello

Fortinos (Langstaff 2013) Ltd.
Fab Santangelo

Fortinos (Upper James 2004) Ltd.
Jason Zelinski

Fortinos (Main Street) Ltd.
Lucia Caluori

Fortinos (Dundurn) Ltd.
Sam Marchese

Fortinos (Plains Road) Ltd.
Paul Anderson

Fortinos (Major MacKenzie) Ltd.
John Mancini

Fortinos (Waterdown) Ltd.
John MacDonald

Fortinos (Appleby 2011) Ltd.
Frank Scornaienchi

Fortinos (Ancaster 2011) Ltd.
Phil Cocchiara

Fortinos (Upper Middle 2011) Ltd.
Joe Mangiapane

Fortinos (Highway 7 & Brisdale 2011) Ltd.
Mansour Ghazzawi

Fortinos (Mountainash 2011) Ltd.
Jessica Emanuele

Fortinos (Highway 20 & 53 2012) Ltd.
Dwayne Peterson

Fortinos (Eastgate 2012) Ltd
Tony Simeone

Fortinos (Highway 7 & Ansley 2004) Ltd.
Joey Cosentino

Fortinos (Fiesta Mall 2014) Ltd.
Joe Caruso

Fortinos (Highway 10 & Bovaird 2014) Ltd.
Scott Valiquette

Fortinos (Oakville 2014) Ltd.
Rick Begon

APPENDIX "A"

ARTICLE 1 - RECOGNITION

1.01 For the purpose of this Appendix, a part time employee is an employee who is normally scheduled to work twenty-eight (28) hours per week or less.

ARTICLE 2 - SENIORITY

2.01 Upon completion of ninety (90) calendar days at each location, employees covered by this Appendix shall be deemed to have served their probationary period and then shall be placed on the seniority list of part time employees. Part time seniority lists for part time employees shall be posted by the employer quarterly, a copy of which shall be sent to the union office.

2.02 (a) Seniority shall only be acquired and exercised on an individual location by location basis. Seniority shall begin after the employee's probationary period at a location has been served. Lay-offs and re-employment shall be based on seniority, job knowledge and competence. The seniority rights of an employee shall be terminated after six (6) months following lay-off due to lack of work.

(b) Part time employees are expected to attend work in accordance with their schedule of hours. When unable to attend, the employee must notify the Owner, Relieving Manager or Customer Service Manager prior to his scheduled starting time, giving the reason why he is unable to attend.

2.03 (a) When a vacancy occurs in a full time job, such vacancy shall be posted and remain posted for seven (7) calendar days on the Employer's career board. A copy of all vacancies to be posted shall be given to the union steward at the time of the Posting at which time they will fax a copy to the Union office. The Employer agrees that in the event of a promotion of a part time employee to an entry level full time position the employer will consider the following factors; seniority, job knowledge, competence, experience and skill. Where two employees are considered relatively equal based on the above mentioned factors then seniority shall govern.

(b) An employee who becomes a full time employee will be given seniority credit of fifty (50%) percent of his part time seniority up to a maximum of one (1) year. The seniority credit referred to above shall apply with respect to wage progression rate, benefits, vacation and layoff and recall. In the event of an employee who is promoted as a result of Article 2.04, the credit shall be applied to the date they commenced being scheduled 40 hours per week. They will receive the greater of his part time rate or the rate which his full time seniority credit gives him and shall proceed from that point in the full time wage progression.

(c) In the event two (2) or more employees are hired on the same date the employee with the lowest employee number will be deemed to be the most senior employee.

(d) The Employer will recognize the employee's seniority and service when transferring into the Pharmacy from within the same store.

2.04 It is agreed and recognized by both the Union and the Employer that due to the nature of the Employer's business, it may be necessary to employ both full time and part time employees.

(a) Where a part time employee is scheduled thirteen (13) or more consecutive weeks of 40 hours, unless for reasons of replacement for accident, illness, leave of absence or vacation replacement, or the meat preparation room (at the warehouse) from May to September inclusive, a part time employee will be reclassified to full time in accordance with 2.03 (a).

(b) A part time employee who is replacing a full time employee entry level position and is scheduled thirteen (13) consecutive weeks of 40 hours, for reason of accident, illness or leave of absence then they will be reclassified to full time in accordance with Article 2.03 (a). In the event the employee they are replacing returns to work they shall revert to part time status and the appropriate part time rate of pay. The employee who reverts to part time shall have the right to recall under the terms of the agreement.

(c) In such circumstances, a part time employee who is scheduled to work in excess of twenty-eight (28) hours shall be scheduled to work forty (40) hours.

2.05 Full time employees who become part time employees shall carry full seniority to the part time seniority list.

2.06 Seniority shall be considered terminated and the employee shall be terminated from the Employer's payroll if an employee:

(a) voluntarily leaves the employment of the Employer;

(b) is discharged for cause;

(c) is absent from work for more than (3) working days without prior notification to the Employer;

(d) is absent from work due to sickness or disability for more than three (3) days and fails upon return to work to produce a certificate from a medical practitioner verifying such absence and sustaining the reason for such absence;

(e) fails to return to work after a recall from lay-off within fourteen (14) days after the receipt of registered mail;

(f) fails to return to work upon the conclusion of a leave of absence unless his failure to return is for reasonable cause;

(g) fails to take a medical examination by the qualified medical practitioner when requested by the Employer when there is a question of the employee's ability to perform his/her job in a suitable manner;

ARTICLE 3 - UNION SECURITY

3.01 (a) It is agreed that all employees covered by this Agreement shall become and remain members of the UFCW Union, Local 175, in good standing as a condition of employment.

- (b) New employees shall make application for membership in the UFCW Union, Local 175, at the time of their hiring and shall become and remain members of the UFCW Union, Local 175, in good standing, as a condition of employment.

3.02 The Employer shall, during the term of this Agreement, as a condition of employment, collect membership initiation fees, as established by the UFCW Union, Local 175, and deduct from members of the bargaining unit the regular weekly dues and such dues shall be remitted to the UFCW Union, Local 175, prior to the 15th day of the month following the month in which such deduction is made. The Employer shall notify the UFCW Union, Local 175, of new part time employees' classifications and rates of pay in addition to terminations, on a monthly basis. Deduction statements shall be documented by location, containing the full name of the employee and his starting date and Social Insurance Number and such documents shall be machine readable. The Employer agrees to record the annual dues deductions for each employee on his T4 Form.

3.03 In the event that such weekly dues are changed during the term of the Agreement, such change must be given to the Employer by notice properly authorized by UFCW Union, Local 175, Officials, and shall become effective within one (1) month following the date the notice is received.

3.04 In the case of all persons now in the employment of, or who enter into the employment of, the Employer, it is agreed that as a condition of continued employment such person or persons shall become and remain a member in good standing of the UFCW Union, Local 175, within ninety (90) calendar days from the commencement of their employment at each location. The Employer agrees that it will inform all new employees prior to or at the time of hiring of the UFCW Union, Local 175, security provisions of the Agreement.

3.05 The first ninety (90) calendar days at each location shall be considered a probationary period. It is understood between the Employer and the UFCW Union, Local 175, that a probationary employee shall be considered an employee for all purposes of the Agreement save that a probationary employee may be dismissed at any time during the probationary period with or without just cause and without recourse to the grievance or arbitration procedure.

3.06 The Employer agrees to forward to the UFCW Union, Local 175 Office, on a monthly basis for each location, a complete alphabetical listing of all employees including their home address, starting date, department and Social Insurance Number, separated into full and part time.

ARTICLE 4 - FUNCTIONS OF MANAGEMENT

4.01 The Union agrees that the Employer has the exclusive right and power to manage its business to direct the working forces and to suspend, discharge or discipline employees for just and sufficient cause, to hire, promote, demote, transfer or layoff employees, to establish and maintain reasonable rules and regulations covering the operation of the locations, provided however, that any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure as set out herein.

4.02 It is agreed that the direction of the working force shall be at the discretion of the Employer within the terms of this Agreement.

ARTICLE 5 - DISCHARGE AND DISCIPLINE

5.01 The Owner/Company agrees that whenever an interview is held with an employee that becomes part of his record regarding his work or conduct, a Steward will be present as a witness. If more than one steward is present in the workplace and can be made available based on the needs of the business, the employee may chose a steward to represent them. The employee may request that the Steward leave the meeting.

In the event a Steward is not present the condition will be brought to the attention of the employee. The meeting that becomes part of the employee's record will be postponed until the Steward is available.

If the meeting is held without the Steward any conclusions verbal or written will be null and void except in the case where the employee requested the Steward to leave.

Should any reprimand warning or disciplinary measure be issued in writing the employee in question shall receive a copy of such written reprimand warning or disciplinary measure within fourteen (14) calendar days of the discovery of the alleged offence except that an extension of time may be requested in order to complete an investigation.

ARTICLE 6 - DISCRIMINATION

6.01 There shall be no discrimination on account of race, colour, creed, national origin, sex, age or membership in the Union and the Owner/Company agrees to abide by the Ontario Human Rights Code.

6.02 The Union and the Employer agree that locations covered by this collective agreement shall be free of all harassment. The Employer and the Union agree to cooperate with each other in preventing and eliminating harassment in the workplace as quickly as possible.

ARTICLE 7 - RETROACTIVITY

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

ARTICLE 8 - UNION PRIVILEGES

8.01 It is agreed that the business representative of the Union shall be admitted during working hours, at reasonable times, to interview employees while on duty or to inspect working conditions; provided, however, that such visits shall not unduly disturb the Employer's business and further, that the business representative shall report his presence to the Manager upon arrival at the location.

ARTICLE 9 - HOURS OF WORK

9.01 (a) The regular working day shall consist of up to eight (8) hours. The Employer shall post a schedule of hours of work by 12 noon on Thursday of the prior week and the

Steward shall be given a copy of the work schedule. Changes to scheduled hours may be made for legitimate reasons and the employee will be notified twenty four (24) hours in advance with the exception of force majeure circumstances.

- (b) Hours of work shall be allotted according to seniority by store, by department, according to a step down approach to scheduling provided the senior employee(s) has the necessary skill and ability and knowledge to perform the work and are available. Where practical having regard to the needs of the business, the Employer will schedule the most senior employee(s) in the department for 28 hours per week, provided the senior employee is available. The scheduling practice for part time employees including the two shift minimum for junior employees will be continued. At the Franchisee's discretion, a one (1) shift minimum may be applied.
- (c) The current minimum availability is one (1) of the following. Employees must either be available to be scheduled a minimum of one (1) evening between Monday and Thursday, Friday evenings and Saturday or must be available to be scheduled a minimum of one day between Monday and Thursday, Friday and Saturday. In addition to the above, employees hired on or after September 1, 2002 must also be available to work Sunday.

Part time employees who have not been required by their Franchisees to meet the current availability requirements will not be required under the terms of the new Collective Agreement to change their availability and their employment will not be terminated. For those employees who have been meeting the minimum availability requirements, nothing will change. As always, the Franchisee will consider requests for time off and such requests shall not be unreasonably denied.

- (d) Part time retail employees hired prior to September 1, 2002 will be scheduled their hours of work in five (5) days over 1 week (Monday to Saturday) unless by mutual consent. Part time retail employees hired on or after September 1, 2002 will be scheduled their hours of work in five (5) days over 1 week (Sunday to Saturday) unless by mutual consent. Warehouse, transport and sausage room employees will be scheduled their hours of work in five (5) days or four (4) days over 1 week (Sunday to Saturday).
- (e) In departments with more than six (6) part time employees, those employees who have five (5) or more years of service, the following shall apply: Employees will not be scheduled to work more than three (3) Saturdays in four (4) consecutive weeks, except by mutual consent. The Employer will attempt where requested and possible to schedule Saturday and Sunday off consecutively. It is understood that an employee that qualifies for the above must advise the Department Manager if they do not want to be scheduled on the Saturday or Sunday. If they fail to advise the Department Manager, they may be scheduled.

9.02 In the event an employee reports for work for scheduled hours without being notified of the change in the schedule, the employee shall receive a minimum of four (4) hours' work or pay.

9.03 Employees are expected to attend work regularly. When unable to attend, the employee must notify the Owner, Relieving Manager or Supervisor, as soon as it is reasonably possible prior to the commencement of the scheduled shift of the employee, giving the reason why the employee is unable to attend, when he expects to return to work and how the Owner or Supervisor can call him relative to his absence.

9.04 Employees will have a minimum of ten (10) hours off between the end of their regularly scheduled shift to the commencement of their next regularly scheduled shift unless by mutual consent.

ARTICLE 10 - OVERTIME

- 10.01 (a)** Overtime at the rate of time and one-half (1 1/2) the regular hourly rate will be payable if scheduled greater than eight (8) hours in a day or scheduled greater than ten (10) hours in a 4 day work week and after 40 hours in a week. Notwithstanding additional hours as defined in LOU #6.
- (b)** Overtime at the rate of two (2) times the regular hourly rate will be payable for all hours worked on Statutory Holidays with the exception of warehousing and transport employees. In the event the store is open for business an employee who is scheduled to work on the Civic holiday shall be paid straight time rate of pay.
- (c)** For retail store employees hired prior to September 1, 2002, a premium of \$1.60 per hour shall be paid for Sunday work and Sunday shall be voluntary. For retail store employees hired on or after September 1, 2002, Sunday work shall be at their regular hourly rate of pay and shall not be voluntary.

ARTICLE 11 - STATUTORY HOLIDAYS

11.01 (a) The following holidays shall be recognized as legal holidays:

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

The payment for such holidays shall be the amount as outlined in the Employment Standards Act.

- (b)** To qualify for pay for a legal holiday, the employee must have:
- (i)** worked his scheduled shift preceding and following the holiday.
- (ii)** An employee who is absent their scheduled shift before and/or after a statutory holiday will be paid, if they would otherwise have qualified for pay, provided they produce a medical certificate from a medical practitioner certifying that they were unable to carry out their duties on the day (s) in question.
- (c)** A sign up list for part time employees who are available to work on a statutory holiday shall be posted. The Employer will select available employees to work from the sign up list in order of seniority, and based on the needs of the business. If an insufficient

number of employees volunteer to work, they shall be scheduled in reverse order of seniority.

ARTICLE 12 - VACATIONS

- 12.01 (a)** The provisions of the Employment Standards Act will apply.
- (b)** Part time employees with five (5) or more years of service will be entitled to six (6) percent vacation pay. An employee who is eligible for 6% vacation pay, will be granted a 3rd week of vacation.
- Part time employees with ten (10) or more years of service will be entitled to seven (7) percent vacation pay and will be granted a 4th week of vacation. Part time with fifteen (15) or more years of service will be entitled to eight (8) percent vacation pay.
- (c)** All vacation pay is to be paid in January.
- (d)** A part time employee wishing to take vacation must submit their request for preference on vacation dates covering his complete vacation by March 15th each year. In scheduling vacation the Owner will endeavour to allow employees to exercise their choice in accordance with their seniority. An employee who requests the Saturday off prior to commencing vacation, shall be granted the time off. The employer will finalize vacation requests by not later than April 15th. An employee who fails to submit their request by March 15th seniority shall not apply. The Owner shall at all time be entitled to maintain a sufficient and qualified workforce. The finalized vacation schedule will be posted in each Department.

ARTICLE 13 - GRIEVANCE AND ARBITRATION

13.01 Either the Employer, the Union or any employee has a right to lodge a grievance with respect to any matter arising out of this Agreement or concerning the interpretation, application or alleged violation of this Agreement.

13.02 Any employee believing that he has been unjustly dealt with or that the provisions of this Agreement have not been complied with, shall have the right to place such grievances in the hands of the Union for review and adjustment by the Employer, if necessary. Such grievances shall be processed as follows:

STEP ONE

Between the employee concerned, his Union representative and the Manager and/or Owner. The grievance must be filed within eighteen (18) working days after the event giving rise to the grievance occurs and within this period of time it shall be discussed at this Step. The Manager shall give an oral decision within four (4) working days from the date discussion took place. If the Union wishes to appeal to the next Step, the grievance shall be reduced to writing and shall contain the provision of the Agreement which has been allegedly violated. Notice of appeal shall be filed with the Manager within six (6) working days from the Manager's oral decision.

STEP TWO

Between the employee concerned, the Union representative, the Manager, and/or the Owner. Fortino's Supermarkets or a representative to be designated by it shall receive a copy of the

grievance and shall participate in the discussion at this Step at the request of either the Employer or the Union. Fortino's Supermarkets or its representative shall advise the Employer with respect to any matter in issue and the Employer shall give due and serious consideration to such advice, provided always that the decision shall be made by the Employer. The discussion at this Step shall be held within seven (7) working days of the date of the appeal. The decision of the Employer at this Step shall be in writing and be made within four (4) working days of the date of the meeting.

13.03 In the case of a dismissal, a grievance may be filed by an employee who feels he was unjustly dealt with. Such grievance must be filed within five (5) working days from the date of dismissal and shall commence at STEP TWO. In any subsequent disposal of this case during the grievance procedure, the Employer may re-instate the employee with full back pay, suspend the employee for a definite period or sustain the discharge.

13.04 Grievances concerning rates shall be handled in accordance with the above procedure and the disposition of such grievances, if sustained, shall include the determination of the effective date of the increase with retroactivity thereto.

13.05 The Employer and the Union may file grievances commencing at STEP TWO. If an Arbitration Board finds that the Employer or the Union has violated the Collective Agreement, it shall have the power to award compensation to the Employer, the Union or any employee affected by the violation.

13.06 Any liability, financial or otherwise, of any individual Employer arising out of a violation of this Agreement shall be the sole and exclusive liability of such Employer and other Employers shall not be jointly or severally liable for such violations.

13.07 (a) Failing settlement under the foregoing procedure, such grievance may be submitted to Arbitration, as hereinafter provided;

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

ARBITRATION

13.08 Should the grievance involve the misinterpretation or alleged violation of the Agreement, either party may be free to appeal to Arbitration from STEP TWO within thirty-one (31) days from the date the decision was given at STEP TWO. The party requesting Arbitration shall advise the party in writing of its request, together with a statement as to the issue to be arbitrated and shall include in its notice the name and address of its Nominee to a Board of Arbitration. The other party shall within one (1) week of its receipt of the notice nominate its member to the Board of Arbitration and so advise the other party. If the two Nominees are unable to agree upon the choice of a third Member to act as Chairperson, the Minister of Labour for the Province of Ontario shall be requested to appoint a Chairperson. The Board shall hear their dispute and the decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson governs and shall be final and binding upon the parties.

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

Each of the parties hereto will bear the expenses of the Nominee appointed by it and will share equally the expenses of the Chairperson of the Board of Arbitration.

The parties may mutually agree that a single Arbitrator shall be appointed in the place of a Board of Arbitration. In the event that the parties agree on a single Arbitrator, the Arbitrator shall have the same powers as a Board of Arbitration under this Agreement.

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

- 13.10 (a)** All disciplinary warnings or reprimands which are placed in an employee's record and all notices of demotion for cause, discharge or suspension, shall be in writing and shall contain the reason for the warning, reprimand, suspension or discharge. One copy shall be given to the employee and one copy shall be given to the Employer and one copy shall be given to the Union Office within seven (7) days of the incident giving rise thereto.
- (b)** A disciplinary warning or reprimand which is not in writing shall not be adduced in evidence against an employee in any subsequent disciplinary proceedings in which the employee is involved.
- (c)** Disciplinary warnings and/or reprimands which pre-date a disciplinary action by more than one (1) year shall not be adduced in evidence against an employee in any subsequent disciplinary proceedings in which the employee is involved.

13.11 Any employee who so desires it, shall have the right to review his personnel record in the presence of the Union Steward and a member of Management, upon making a request for same in advance. Such review is to take place at such time and place within the unit as may be designated by Management.

ARTICLE 14 - WAGE SCHEDULE

- 14.01 (a)** In the event the minimum wage of Ontario increases to a rate higher than the start rate, this will become the new start rate and employees will progress from that rate in the next time interval shown.
- (b)** Effective the date of ratification, part time employees will move to a progression rate in line with their seniority.

14.02 Employees will obtain wage progression increases on a half-yearly basis in the first full pay cycle following their date of hire.

- 14.03 (a)** Employees working the midnight shift shall be entitled to a shift premium for all regular hours worked after 10:00 p.m. at the rate of one (\$1.00) dollar per hour.
- (b)** Any part time employee who is assigned on a temporary basis to a higher rated job (as per positions outlined in article 15.04 a) for three (3) days or more (excluding the regular day off) will be paid a premium of \$1.00 per hour for each hour worked retroactive to the first day of relief. This assignment will be confirmed/communicated to the employee prior to the commencement of the temporary relief work being performed.

- (c) Any employee who performs the duties of a CSM or Bookkeeper in a “back up” capacity will be paid a premium of at least fifty cents (50c) per hour for all hours worked while performing such duties.

14.04 When the Company pays a new employee more than the starting rate in his classification, such employee shall (for the purpose of wage progression only) receive wage increases in accordance with the wage schedule and be deemed to have the appropriate service.

14.05 The Company may, from time to time, introduce, modify and/or eliminate an incentive program. Any program would be in addition to the prevailing wage progression scales. The Company will meet the Union to discuss the program prior to it being implemented, modified or eliminated.

14.06 DOR - 40 cent wage increase to full and part time employees who are at the end rate of pay.

July 3, 2016 - Year 2 - 25 cent wage increase to full and part time employees who are at the end rate of pay.

July 2, 2017 - Year 3 - 20 cent wage increase to full and part time employees who are at the end rate of pay.

July 1, 2018 - Year 4 - 25 cent wage increase to full and part time employees who are at the end rate of pay.

June 30, 2019 - Year 5 - 25 cent wage increase to full and part time employees who are at the end rate of pay.

June 28, 2020- Year 6 - 25 cent wage increase to full and part time employees who are at the end rate of pay.

For clarity, only 15 cents of the above mentioned increases will be applied to the end rates of the full and part time wage progressions in years 1, 2, 3 and 4 and will be reflected in the attached grids. In years 5 and 6, only 10 cents of the above mentioned increases will be applied to the end rates of the full and part time wage progressions and will be reflected in the attached grids. For clarity, when an employee in scale reaches the end rate, provided they were on the payroll as of the date of ratification their end rate is inclusive of all increases noted above.

All part time employees will slot into the new wage scales attached based upon the number of hours worked the Sunday following the date of ratification and they shall progress from that point based on hours worked.

A part time employee in the progression that moves to their new rate of pay on the new wage progression and does not receive a minimum of a 40 cent increase will receive a lump sum of \$100.

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

The following shall be the minimum part time rates of pay for the duration of the collective agreement:
 Effective the first pay cycle following:

Hours	current	DOR	October 2015	July 3, 2016	October 2016	July 2, 2017	October 2017	July 1, 2018	October 2018	June 30, 2019	October 2019	June 28, 2020	October 2020
0 - 300	\$11.00	\$11.00	\$11.25		New MW		Min Wage	Min Wage	Min Wage	Min Wage	Min Wage	Min Wage	Min Wage
301 – 650 hrs	\$11.00	\$11.05	\$11.30		mw + .05		mw + .05		mw + .05		mw + .05		mw + .05
651 – 1300 hrs	\$11.00	\$11.10	\$11.35		mw + .10		mw + .10		mw + .10		mw + .10		mw + .10
1301 – 1950 hrs	\$11.00	\$11.15	\$11.40		mw + .15		mw + .15		mw + .15		mw + .15		mw + .15
1951 – 2600 hrs	\$11.00	\$11.20	\$11.45		mw + .20		mw + .20		mw + .20		mw + .20		mw + .20
2601 – 3250 hrs	\$11.00	\$11.25	\$11.50		mw + .25		mw + .25		mw + .25		mw + .25		mw + .25
3251 – 3900 hrs	\$11.00	\$11.30	\$11.55		mw + .30		mw + .30		mw + .30		mw + .30		mw + .30
3901 – 4550 hrs	\$11.00	\$11.35	\$11.60		mw + .35		mw + .35		mw + .35		mw + .35		mw + .35
4551 – 5200 hrs	\$11.00	\$11.50	\$11.75		mw + .50		mw + .50		mw + .50		mw + .50		mw + .50
5201 – 5850 hrs	\$11.00	\$11.70	\$11.95		mw + .70		mw + .70		mw + .70		mw + .70		mw + .70
5851 – 6500 hrs	\$11.50	\$12.00	\$12.25		mw +1.00		mw + 1.00		mw + 1.00		mw + 1.00		mw + 1.00
For Part Time Employees Hired After the Date of Ratification													
6501+ hrs	\$13.49	\$13.64	\$13.64	\$13.79	\$13.79	\$13.94	\$13.94	\$14.09	\$14.09	\$14.19	\$14.19	\$14.29	\$14.29
For Part Time Employees Hired Prior to the Date of Ratification													
6501+ hrs	\$13.49	\$13.89	\$13.89	\$14.14	\$14.14	\$14.34	\$14.34	\$14.59	\$14.59	\$14.84	\$14.84	\$15.09	\$15.09
For Part Time Employees Hired Before June 12, 1994													
	\$13.94	\$14.34	\$14.34	\$14.59	\$14.59	\$14.79	\$14.79	\$15.04	\$15.04	\$15.29	\$15.29	\$15.54	\$15.54

Student Wage Progression

The following are the minimum hourly rates for employees who are students under the age of 18 and who are hired after date of ratification:

Hours	DOR	October 2015	October 2016	October 2017	October 2018	October 2019	October 2020
0 – 1250 hrs	\$10.30	\$10.55	Student Wage (SW)	Student Wage (SW)	Student Wage (SW)	Student Wage (SW)	Student Wage (SW)
1251 – 2000 hrs	\$10.35	\$10.60	SW + .05	SW + .05	SW + .05	SW + .05	SW + .05
2001+ hrs	\$10.40	\$10.65	SW + .10	SW + .10	SW + .10	SW + .10	SW + .10

A Student is defined as an employee under the age of 18 who is actively undertaking a course of study. Upon reaching their 18th birthday or upon permanently ceasing to be a student an employee will move from the part time student wage progression to the regular part time wage progression at the wage rate dictated by their accumulated hours. While school is in session students are not intended to work more than 28 hours per week. Should a student work more than 28 hours per week while school is in session they will be paid for that work at the regular part time rate associated with their accumulated hours. It is understood that students shall also be entitled to premiums as outlined in this collective agreement that other part time employees are entitled to.

Baker Definition

If a part time employee is baking from scratch (mixing and preparing raw ingredients) for more than 50% of their time over a 3 month period, they will be reclassified to a Scratch Baker rate of pay. It is understood that if the process changes and the baker is not baking from scratch more than 50% of their time over a 3 month period, they will be reclassified as a Bakery Clerk. This shall not apply to full time and part time Bakers who are on the payroll as of date of ratification.

Meat Cutter Definition

If a part time employee is processing primal (boxed or rail) meat cuts more than 50% of their time over a 3 month period, they will be reclassified to a Meat Cutter. It is understood that if the process changes and a Meat Cutter is not cutting more than 50% of their time over a 3 month period, they will be reclassified as a Meat Clerk. This shall not apply to full time or part time cutters who are on the payroll as of date of ratification.

The following shall be the minimum part time rates of pay for bakers and sausage makers for the duration of the collective agreement:
 Effective the first pay cycle following:

Hours	current	DOR	October 2015	July 3, 2016	October 2016	July 2, 2017	October 2017	July 1, 2018	October 2018	June 30, 2019	October 2019	June 28, 2020	October 2020
0 - 300	\$11.00	\$11.25	\$11.50		MW+.25		MW+.25		MW+.25		MW+.25		MW+.25
301 – 650 hrs	\$11.00	\$11.30	\$11.55		MW+.30		MW+.30		MW+.30		MW+.30		MW+.30
651 – 1300 hrs	\$11.00	\$11.35	\$11.60		MW+.35		MW+.35		MW+.35		MW+.35		MW+.35
1301 – 1950 hrs	\$11.00	\$11.40	\$11.65		MW+ .40		MW+ .40		MW+ .40		MW+ .40		MW+ .40
1951 – 2600 hrs	\$11.00	\$11.45	\$11.70		MW+.45		MW+.45		MW+.45		MW+.45		MW+.45
2601 – 3250 hrs	\$11.00	\$11.50	\$11.75		MW+.50		MW+.50		MW+.50		MW+.50		MW+.50
3251 – 3900 hrs	\$11.00	\$12.00	\$12.25		MW+1.00		MW+1.00		MW+1.00		MW+1.00		MW+1.00
3901 – 4550 hrs	\$11.50	\$12.50	\$12.75		MW+1.50		MW+1.50		MW+1.50		MW+1.50		MW+1.50
4551 – 5200 hrs	\$12.00	\$13.00	\$13.25		MW+2.00		MW+2.00		MW+2.00		MW+2.00		MW+2.00
5201 – 5850 hrs	\$12.50	\$13.50	\$13.75		MW+2.50		MW+2.50		MW+2.50		MW+2.50		MW+2.50
5851 – 6500 hrs	\$13.00	\$14.00	\$14.25		MW+3.00		MW+3.00		MW+3.00		MW+3.00		MW+3.00
Hired After the Date of Ratification													
+6501 hrs	\$16.80	\$16.95	\$16.95	\$17.10	\$17.10	\$17.25	\$17.25	\$17.40	\$17.40	\$17.50	\$17.50	\$17.60	\$17.60
Hired Prior to the Date of Ratification													
+6501 hrs	\$16.80	\$17.20	\$17.20	\$17.45	\$17.45	\$17.65	\$17.65	\$17.90	\$17.90	\$18.15	\$18.15	\$18.40	\$18.40

The following shall be the minimum part time rates of pay for meat cutter and A/Z drivers for the duration of the collective agreement:
 Effective the first pay cycle following:

Hours	current	DOR	October 2015	July 3, 2016	October 2016	July 2, 2017	October 2017	July 1, 2018	October 2018	June 30, 2019	October 2019	June 28, 2020	October 2020
0 – 300	\$11.00	\$11.25	\$11.50		MW+.25		MW+.25		MW+.25		MW+.25		MW+.25
301 – 650 hrs	\$11.00	\$11.30	\$11.55		MW+.30		MW+.30		MW+.30		MW+.30		MW+.30
651 – 1300 hrs	\$11.00	\$11.35	\$11.60		MW+.35		MW+.35		MW+.35		MW+.35		MW+.35
1301 – 1950 hrs	\$11.00	\$11.40	\$11.65		MW+ .40		MW+ .40		MW+ .40		MW+ .40		MW+ .40
1951 – 2600 hrs	\$11.00	\$11.45	\$12.05		MW+.80		MW+.80		MW+.80		MW+.80		MW+.80
2601 – 3250 hrs	\$11.50	\$12.50	\$12.75		MW+1.50		MW+1.50		MW+1.50		MW+1.50		MW+1.50
3251 – 3900 hrs	\$12.20	\$13.20	\$13.45		MW+2.20		MW+2.20		MW+2.20		MW+2.20		MW+2.20
3901 – 4550 hrs	\$12.90	\$13.90	\$14.15		MW+2.90		MW+2.90		MW+2.90		MW+2.90		MW+2.90
4551 – 5200 hrs	\$13.60	\$14.60	\$14.85		MW+3.60		MW+3.60		MW+3.60		MW+3.60		MW+3.60
5201 – 5850 hrs	\$14.30	\$15.30	\$15.55		MW+4.30		MW+4.30		MW+4.30		MW+4.30		MW+4.30
5851 – 6500 hrs	\$15.00	\$16.00	\$16.25		MW+5.00		MW+5.00		MW+5.00		MW+5.00		MW+5.00
Hired After the Date of Ratification													
+6501 hrs	\$18.80	\$18.95	\$18.95	\$19.10	\$19.10	\$19.25	\$19.25	\$19.40	\$19.40	\$19.50	\$19.50	\$19.60	\$19.60
Hired Prior to the Date of Ratification													
+6501 hrs	\$18.80	\$19.20	\$19.20	\$19.45	\$19.45	\$19.65	\$19.65	\$19.90	\$19.90	\$20.15	\$20.15	\$20.40	\$20.40

All Part Time Wage Scales

All part time employees will slot into the wage scales outlined above based on the number of hours worked the Sunday after the date of ratification and they shall progress from that point based on hours worked. Employees will be deemed to have the hours worked which correspond to their rate of pay for the purpose of slotting into the wage progression.

ARTICLE 15 - REST PERIODS

15.01 Employees covered by this Appendix shall be entitled to one (1) fifteen (15) minute paid rest period for each four (4) hour period worked. Each rest period shall occur at approximately the mid-point of each four (4) hour period. Employees working seven (7) or more hours shall be entitled to two (2) fifteen minute breaks and one half (1/2) hour unpaid meal period.

ARTICLE 16 - WORKING CONDITIONS

16.01 The Union will co-operate with the Employer in maintaining good working conditions.

16.02 The Employer agrees that it will not change conditions of employment or working conditions not otherwise dealt with under the Agreement as a result of the signing of this Agreement.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 All written requests for leaves of absence without pay shall be considered by the Owner. It is understood that any leave of absence is subject to reasonable notice being given to the Owner. In the event such leave of absence is not used for the purpose granted, the employee may be subject to disciplinary action up to and including dismissal. It is further understood that leaves of absence will be honoured on a first come first served basis. Approval of leave of absence as defined shall not be unreasonably withheld, having regard to the reasons for the request, the duration of the leave and the needs of the business.

The Owner may grant a leave of absence without pay to part time employees with twelve (12) months service, who attend full time post secondary school or who are in a full time co-op program. During such approved leave, employees will not accumulate seniority and any wage progression increases shall be suspended. When the employee returns to work at the conclusion of the leave of absence, such employee will receive his rate in effect at the time he commenced the leave but will be allocated hours on the schedule as the junior part time employee in the department they worked in prior to commencing the leave. The leave of absence is deemed to cover the full school term. The employee will only be permitted to work during their leave at the following times: Christmas vacation, March break and Reading week.

An employee will receive a written reply within fourteen (14) days of receipt of an application for leave of absence. If leave is denied, written reasons will be given for the denial. All requests for leaves of absence will be directed to the Owner, Manager or their appointee.

17.02 The Owner will grant maternity and paternity leaves of absence in accordance with the Employment Standards Act of Ontario.

ARTICLE 18 - BEREAVEMENT LEAVE

18.01 Should a bereavement occur in an employee's immediate family (parent, parent-in-law, spouse, child, brother, sister, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, step-children, step-parents, step-brother or step-sister) the employee shall be granted such time off work with pay as is reasonable under the circumstances, up to a maximum of three (3) days, provided they were scheduled to work.

Employees may retain one (1) day of the above allowance in order to attend and internment scheduled for a later date, but within one (1) year of the death.

ARTICLE 19 - TRAINING

19.01 A part time employee with three (3) or more years of service may make a written request one (1) time in each three (3) year period of the term of the collective agreement to be transferred to another department in which there is a vacancy to be filled. Additional transfers may be granted at the Franchisee's discretion. In order to be transferred the employee must be able to meet the availability requirements of the vacancy at the time of the transfer. The employee will be placed on the schedule where the vacancy exists and will be scheduled accordingly should they accept the transfer. In the event the vacancy on the schedule is in a position higher than their seniority would grant them, the employee will be placed on the schedule according to their seniority. Such employee will be required to serve a probationary period of twenty (20) shifts during which time the Employer may assess the employee's performance and if deemed appropriate, return the employee to their former position. A transferred employee will maintain their existing rate of pay. The Employer reserves the right to limit such moves to six (6) employees in the store in a twelve (12) month period. In the event that the employer has identified performance issues with the employee requesting a transfer, the transfer will not be granted until such issues have been resolved to the employer's satisfaction. It is understood that this shall not apply for the following positions: cash office, bookkeeper and meat cutter.

ARTICLE 20 HEALTH AND WELFARE

20.01 For those part time employees who have three (3) or more years of service and worked six hundred (600) hours in the previous calendar year, the Owner/Company will provide vision care of up to sixty (60) dollars for an eye exam every 24 months. An employee and his/her dependents up to age 18 will be reimbursed for the eye exam and glasses up to a maximum of two hundred (\$200) dollars in a 24 month period.

20.02 Those part time employees who have two (2) or more years of service and worked 800 hours in the previous calendar year, the employer will provide a dental plan for the employee and their eligible dependents up to age 21. The dental plan will include basic dental care, based on 80% reimbursement of eligible expenses based on the current ODA fee guide with an annual maximum of \$1500 per individual family member, with no deductible.

20.03 (a) For those part time employees who have three (3) years or more of service and worked 600 hours in the previous calendar year, the Employer will provide a drug plan for the employee. The drug plan will be based on generic drugs with no lifestyle drugs covered. Family prescription coverage will be extended to employees who have five (5) years or more of service and worked 900 hours in the previous calendar year. The plan will reimburse a maximum of \$10,000 per year.

(b) Eligible part time employees will be provided a drug card. Reimbursement will be based upon 100% for prescriptions filled at a Company store and 70% otherwise. Dispensing fees will be reimbursed based upon the prevailing rate at Loblaw pharmacies.

Shoppers Drug Mart has agreed to the use of the drug card at their stores. For clarity, reimbursement will be based upon 100% for prescriptions filled at Shoppers Drug Mart.

All reimbursement will be based upon the covered expense for interchangeable products is limited to the cost of the lowest priced product in the applicable generic category, unless the prescription has been written by brand name and directed by the prescriber not to be interchanged. If it has, the actual expense will be considered eligible for payment as long as the prescription bears the notation "DO NOT PRODUCT SELECT", or "NO SUB", or "NO SUBSTITUTION" on the actual script in the prescriber's own handwriting.

20.04 The Employer will provide a benefit booklet to employees upon request.

20.05 Where the Employer requires the employee to provide a doctor's note or a weekly indemnity form, the Company will reimburse the employee.

20.06 Fortinos provides to its part time and full time employees, membership in the Canadian Commercial Worker's Industry Pension Plan (CCWIPP). The Employer agrees to participate in and contribute to the Canadian Commercial Worker's Industry Pension Plan. Hourly Pension contributions for the Employer are \$1.45 per hour, per employee. Additionally, as an active member you will be required to make self-contributions to CCWIPP. The amount of your Member contribution will depend on the number of years of continuous service you have in the Plan.

ARTICLE 21 - NO STRIKE, NO LOCK-OUT

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

ARTICLE 22 - JURY DUTY

22.01 An employee who is called for jury duty or is subpoenaed as crown witness in a criminal proceeding will receive for an absence from scheduled work therefore, the difference between pay computed at the employee's regular straight time hourly rate of pay for the number of regular hours scheduled for the employee on the day in question and the amount of jury fee or conduct money received provided:

- (a) He furnishes the Company with a certificate or service, signed by the Clerk of the Court showing the amount of jury fee or conduct money received;

- (b) The Company is given at least forty-eight (48) hours' notice prior to the time he is to report for jury duty or attendance at trial; and
- (c) He reports for work during the hours he is not required to serve on the jury or testify as such crown witness except that he will not be required to report for work if less than two (2) hours of his regular shift remain to be worked.

The above payment for jury duty is limited to a maximum of ten (10) days.

ARTICLE 23 - CIVIC HOLIDAY

23.01 An employee who qualifies under Article 11 shall be paid for the Civic holiday.

23.02 In the event the store is open for business and an employee is scheduled to work on the Civic holiday they shall be paid straight time.

ARTICLE 24 - UNIFORMS

24.01 Uniforms, freezer coats and rubber aprons which the Employer requires shall be furnished to the employee without charge. The laundering of meat coats and white aprons and bakers whites shall be the responsibility of the Employer.

ARTICLE 25 - TERM OF AGREEMENT

25.01 (a) This Agreement shall come into force and effect on the 1st day of July, 2015 and shall continue to the 1st day of July, 2022, and shall thereafter be automatically renewed for the period of one (1) year unless either party, on written notice to the other, within a period of not more than ninety (90) days before the expiry date serves notice of intent to terminate or modify the Agreement.

(b) In the event either party serves notice of a desire to negotiate changes into this Agreement as above set out, it is agreed that the Employer and the Union, without undue delay, shall begin negotiations on the proposed changes.

(c) Pending the results of negotiations, neither party shall change the conditions existing under the Agreement.

Dated at Cambridge, Ontario, this _____ day of _____ 2015.

FOR THE UNION:

FOR THE COMPANY:

Fortinos (Ancaster 2011) Ltd.
Phil Cocchiara

Fortinos (Upper Middle 2011) Ltd.
Joe Mangiapane

Fortinos (Highway 7 & Brisdale 2011) Ltd.
Mansour Ghazzawi

Fortinos (Mountainash 2011) Ltd.
Jessica Emanuele

Fortinos (Highway 20 & 53 2012) Ltd.
Dwayne Peterson

Fortinos (Eastgate 2012) Ltd
Tony Simeone

Fortinos (Highway 7 & Ansley 2004) Ltd.
Joey Cosentino

Fortinos (Fiesta Mall 2014) Ltd.
Joe Caruso

Fortinos (Highway 10 & Bovaird 2014) Ltd.
Scott Valiquette

Fortinos (Oakville 2014) Ltd.
Rick Begon

APPENDIX “B”
WAREHOUSE AND TRANSPORT AND SAUSAGE ROOM EMPLOYEES

ARTICLE 1 - SENIORITY

1.01 It is agreed that employees in the Warehouse and Transport and Sausage Room units only acquire and exercise seniority within the Warehouse and Transport and Sausage Room.

1.02 Seniority lists for full time employees shall be posted by the Employer every six (6) months, a copy of which shall be sent to the Union office.

1.03 In the event that an employee is laid-off, he has the right to:

- (a) choose to work part time or;
- (b) accept a full lay-off.

ARTICLE 2 - PROTECTIVE EQUIPMENT

2.01 (a) The Employer agrees to supply the shipper/receivers with vests.

(b) All full time and part time employees shall be entitled to a safety shoe allowance payable in the first pay week of February each year, in the amount of \$80.00. Part time employees must have worked five hundred (500) hours in the previous calendar year in order to qualify for the allowance.

(c) The Company will supply work gloves to all drivers and replace them as necessary.

ARTICLE 3 - HOURS OF WORK AND OVERTIME

3.01 Overtime scheduled during the week of a statutory holiday or inventory will be scheduled by seniority.

3.02 An employee who works an afternoon shifts shall be entitled to an afternoon shift premium of forty-five (45) cents per hour. An afternoon shift shall be defined as shifts commencing after noon. In the event that a shift overlaps with another shift it is understood that the employee shall be paid the shift premium that is applicable for the majority of hours for which they are scheduled to work.

**APPENDIX “C”
PHARMACY ASSISTANTS**

ARTICLE 1 - SENIORITY

1.01 It is understood that the pharmacy will be recognized as a separate seniority department, by location.

1.02 A part time employee may, as a result of a staff shortage, for a period of up to eight (8) weeks, be scheduled to work forty (40) hours while the Employer attempts to fill the vacancy. The Employer may seek an extension of this eight (8) week period and consent to such an extension by the Union will not be unreasonably withheld.

ARTICLE 2 - WAGES

2.01 The following wage schedule shall apply based upon length of continuous service at each location. Existing full time pharmacy assistants will be slotted into the scale at the rate closest to, but not less than, their current rate of pay. Employees over the end rate of pay for this classification will be red circled until such time as their current rate of pay becomes less than the end rate.

The following pharmacy assistant full time and part time wage charts are inclusive of the \$1.00 extra per hour for passing the standardized pharmacy assessment as per Letter of Understanding #18.

Pharmacy Assistant (hired prior to DOR)							
	Current	DOR	July 3, 2016	July 2, 2017	July 1, 2018	June 30, 2019	June 28, 2020
Start	\$11.00	14.00	14.00	14.00	14.00	14.00	14.00
6 months	\$11.30	15.00	15.00	15.00	15.00	15.00	15.00
12 months	\$12.60	16.25	16.25	16.25	16.25	16.25	16.25
18 months	\$13.90	18.00	18.00	18.00	18.00	18.00	18.00
24 months	\$19.25	20.65	20.90	21.10	21.35	21.60	21.85
Pharmacy Assistant (hired after DOR)							
Start	\$11.00	14.00	14.00	14.00	14.00	14.00	14.00
6 months	\$11.30	15.00	15.00	15.00	15.00	15.00	15.00
12 months	\$12.60	16.25	16.25	16.25	16.25	16.25	16.25
18 months	\$13.90	18.00	18.00	18.00	18.00	18.00	18.00
24 months	\$19.25	20.40	20.55	20.70	20.85	20.95	21.05

2.02 The following shall be the minimum part time Pharmacy Assistant rates of pay for the duration of the collective agreement. Part time Pharmacy Technicians will be slotted into the current part time wage progression. Existing part time pharmacy assistants will be slotted into the scale at the rate closest to, but not less than their current rate of pay. Employees over the end rate of pay for this classification will be red circled until such time as their current rate of pay becomes less than the end rate.

Hours	current	DOR	October 2015	July 3, 2016	October 2016	July 2, 2017	October 2017	July 1, 2018	October 2018	June 30, 2019	October 2019	June 28, 2020	October 2020
0 - 300	\$11.00	\$12.00	\$12.25		New MW		Min Wage	Min Wage	Min Wage	Min Wage	Min Wage	Min Wage	Min Wage
301 – 650 hrs	\$11.00	\$12.05	\$12.30		mw + .05		mw + .05		mw + .05		mw + .05		mw + .05
651 – 1300 hrs	\$11.00	\$12.10	\$12.35		mw + .10		mw + .10		mw + .10		mw + .10		mw + .10
1301 – 1950 hrs	\$11.00	\$12.15	\$12.40		mw + .15		mw + .15		mw + .15		mw + .15		mw + .15
1951 – 2600 hrs	\$11.00	\$12.20	\$12.45		mw + .20		mw + .20		mw + .20		mw + .20		mw + .20
2601 – 3250 hrs	\$11.00	\$12.25	\$12.50		mw + .25		mw + .25		mw + .25		mw + .25		mw + .25
3251 – 3900 hrs	\$11.00	\$12.30	\$12.55		mw + .30		mw + .30		mw + .30		mw + .30		mw + .30
3901 – 4550 hrs	\$11.00	\$12.35	\$12.60		mw + .35		mw + .35		mw + .35		mw + .35		mw + .35
4551 – 5200 hrs	\$11.00	\$12.50	\$12.75		mw + .50		mw + .50		mw + .50		mw + .50		mw + .50
5201 – 5850 hrs	\$11.00	\$12.70	\$12.95		mw + .70		mw + .70		mw + .70		mw + .70		mw + .70
5851 – 6500 hrs	\$11.00	\$13.00	\$13.25		mw +1.00		mw + 1.00		mw + 1.00		mw + 1.00		mw + 1.00
For Part Time Employees Hired After the Date of Ratification													
6501+ hrs	\$13.49	\$14.64	\$14.64	\$14.79	\$14.79	\$14.94	\$14.94	\$15.09	\$15.09	\$15.19	\$15.19	\$15.29	\$15.29
For Part Time Employees Hired Prior to the Date of Ratification													
6501+ hrs	\$13.49	\$14.89	\$14.89	\$15.14	\$15.14	\$15.34	\$15.34	\$15.59	\$15.59	\$15.84	\$15.84	\$16.09	\$16.09
For Part Time Employees Hired Before June 12, 1994													
	\$13.94	\$15.34	\$15.34	\$15.59	\$15.59	\$15.79	\$15.79	\$16.04	\$16.04	\$16.29	\$16.29	\$16.54	\$16.54

**APPENDIX “F”
HEALTH AND SAFETY AND WORKER’S COMPENSATION
COVERING ALL EMPLOYEES**

ARTICLE 1 - HEALTH AND SAFETY

1.01 The Union and the Owners shall co-operate in maintaining regulations which will afford adequate protection for the employees

1.02 The Owners shall maintain sanitary arrangements throughout the unit, provide proper safety devices and give proper attention to the elimination of conditions which are a hazard to the safety or health of the employees.

1.03 First Aid kits shall be provided and maintained in the location.

1.04 General Footwear: Plain flat shoes with closed heels, toes, and hard soles are required. All shoes should be kept clean. For employees working in areas which are wet and/or slippery they must have shoes which have soles with good gripping capability. For clarity, no sandals, ballerina shoes/slippers will be permitted in the workplace.

1.05 Protective Equipment: The Employer agrees that where it requires an employee to wear safety gear such shall be provided without cost to the employee. In the above case, safety footwear will be reimbursed to a maximum of \$75. Replacements will be made on an exchange basis with the same maximum reimbursement. It is understood that full time employees classified as receivers and meat cutters shall be eligible for reimbursement once every 12 months.

Part time meat cutters who have one (1) year of service shall be entitled to the boot allowance as provided for full time employees outlined above.

The Company requires that only employees deemed by the company and are certified to operate material handling equipment will wear safety footwear. In addition, the Company shall determine whose essential duties require that they operate material handling equipment. Those employees will be provided with a safety footwear allowance of seventy five dollars (\$75) per year for full time employees and fifty dollars (\$50) once every two (2) years for part time employees.

Garden centre employees who are certified and operate material handling equipment will be provided the respective safety footwear allowance once every four years.

This safety footwear allowance will be reimbursed upon submission of the original receipt of purchase.

Employees must wear this approved safety footwear for the entire duration of their shift.

Employees who are certified and operate material handling equipment on a casual basis will be required to wear safety footwear provided by the company which will replace toe caps.

It is understood that all references to safety footwear will be CSA approved.

ARTICLE 2 - JOINT HEALTH AND SAFETY COMMITTEES

2.01 (a) Composition:

A Health and Safety Committee shall be established and comprised of three (3) union representatives appointed by the Union and three (3) Company representatives in a store which less than 70,000 square feet. In stores 70,000 square feet or greater there will be six (6) union representatives, appointed by the Union and an equal number of Company representatives.

(b) Meetings:

The Joint Health and Safety Committees shall meet monthly or additional meetings as deemed necessary by the Committees. All unsafe or hazardous conditions shall be taken up and dealt with at such meetings.

(c) Accident Notification:

The Health and Safety Committees shall be notified in writing of each lost time accident or injury. The Owners shall investigate and report in writing to the Safety Committees as soon as possible on the nature and cause of the lost time accident or injury.

(d) Propane Buffers:

Agreement to make available upon the joint health and safety committee's request or during a monthly inspection copies of any maintenance records and/or schedules of maintenance and/or work performed.

(e) Advance Notice:

The Company agrees to inform the stores joint health and safety committee in advance of all new equipment, process or chemical prior to the materials or change entering the workplace.

(f) Lockable Filing Cabinets:

The Company agrees to supply (where it currently does not) for the use of the Joint Health and Safety Committee a lockable filing cabinet to be stored in an accessible location.

2.02 Joint Health and Safety Committee Training:

The Company agrees to allow two (2) worker members selected by the Union who currently have a minimum of one (1) year on a Joint Health and Safety Committee from each store to attend one (1) day of paid health and safety training per year conducted by the Union. It is agreed that the Union will provide to the Employer with a copy of all training material that will be covered prior to such training. The Company shall be advised of the date and time of the training sessions and be provided a list of all attendees a minimum of 4 weeks in advance. The Company reserves the right to attend. The Company agrees to ensure that attendees are available to attend this training.

2.03 Executive Joint Health and Safety Committee and Accident Rates:

The Company agreement to an Executive Joint Health and Safety Committee to meet two (2) times per year or more often as mutually agreed.

The Committee composition shall be three (3) representatives from the Company and a minimum of three (3) representatives from the Union to discuss health and safety issues, such as the two (2) highest accident rates for the banner and other areas of concern.

2.04 All Banner Provincial Joint Health and Safety Committee:

The Company agrees to a provincial Joint Health and Safety Committee covering all banners and bargaining units, covering Zehrs Markets, Loblaws Supermarkets, the Real Canadian Superstores and Great Food stores, to review, discuss and address issues including the following:

- Checkstands
- Return to Work for WSIB related issues
- Communicable Diseases
- Bill 168 (prevention of Workplace Violence)
- Reusable bags AND
- Checkstands
- Sanitation of PPE including Neoprene Gloves, Jacket and Seasonal Wear

The Composition of the committee will be two (2) union representatives responsible for health and safety for each of the 175 and 1000A Local Unions and designated corporate health and a representatives. The Committee shall meet three (3) times per year or more often as mutually agreed.

ARTICLE 3 - WORKPLACE SAFETY AND INSURANCE

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

3.02 An employee who is injured during working hours and is required to leave for treatment of such injury shall receive payment for the remainder of the shift at their hourly rate, unless the doctor states that the employee is fit for further work on that shift.

3.03 The Employer shall provide transportation to and from the place of treatment or hospital.

3.04 Where a **full time** employee is faced with an unusual delay (4 weeks or longer) in receipt of benefits in a case where the application for benefits has been filed and is not being contested by the Workplace Safety and Insurance Board or the Employer, the employee will contact the Employer who in turn will investigate the delay. Where financial hardship exist, consideration will be given to provide the employee with a cash advance which the employee will pay in full upon receipt of benefits.

3.05 Deemed to be at work for progression purposes:

Agreement to credit the required hours for coverage for part time workers who, in the previous year were off work as a result of a workplace injury that resulted in the employee not meeting the hours worked qualifier for benefit coverage for the coming year.

LETTER OF UNDERSTANDING #1

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers
Local 175 & 633
2200 Argentia Road
Mississauga, Ontario
L5N 2K7

Dear Shawn:

RE: LEGAL HOLIDAYS

In accordance with the agreement reached during the contract negotiations, we wish to set out the following understandings which shall be effective for the lifetime of the Collective Agreement expiring July 1, 2022.

In the event of the Government of Canada or the Province of Ontario declare any other day(s) a legal holiday, the Employer agrees to recognize such day(s) as a paid holiday(s).”

Yours very truly,

Signed Franchisees

LETTER OF UNDERSTANDING #3

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers
Local 175 & 633
2200 Argentia Road
Mississauga, Ontario
L5N 2K7

Dear Shawn:

RE: PART TIME HIRING

In accordance with the agreement reached during our contract negotiations, we wish to set out the following understanding which shall be effective for the lifetime of the Collective Agreement expiring on July 1, 2022.

The Employer will not hire part time employees with the explicit intent to reduce the hours of existing part time employees within a department.

Yours very truly,

Signed Franchisees

LETTER OF UNDERSTANDING #4

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers
Local 175 & 633
2200 Argentia Road
Mississauga, Ontario
L5N 2K7

Dear Shawn:

RE: MILEAGE

In accordance with the agreement reached during our contract negotiations, we wish to set out the following understanding which shall be effective for the lifetime of the Collective Agreement expiring on July 1, 2022.

If the Owner requires an employee to travel to another store and the distance between their home store and the other store is in excess of 20 kilometres they will be paid as per Company policy, but in no event less than \$0.42/km.. It is understood that this provision will not be applicable where the store to which the employee has to travel is closer to the employee's residence than his home store. Car pooling will be encouraged and in this event only the driver will be reimbursed the travel allowance referred to above.

Yours very truly,

Signed Franchisees

LETTER OF UNDERSTANDING #5

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers
Local 175 & 633
2200 Argentia Road
Mississauga, Ontario
L5N 2K7

Dear Shawn:

RE: FULL TIME ABSENT FROM WORK

In accordance with the agreement reached during our contract negotiations, we wish to set out the following understanding which shall be effective for the lifetime of the Collective Agreement expiring on July 1, 2022.

Notwithstanding "Article 11, Hours of Work and Overtime", a full time employee who is legitimately absent from work due to sickness shall be entitled to the following:

1. In the four (4) weeks subsequent to the absence, a full time employee shall be eligible to work the equivalent number of hours of the absence at a time to be mutually agreed upon between the employee and the Department Manager. The Company will be reasonable with respect to the rescheduling of hours related to sickness.
2. The maximum number of equivalent hours shall be limited to forty (40) hours per calendar year.
3. It is understood that these provisions shall not apply in the instance where an employee is eligible for payment for the absence by some other form of coverage.

Yours very truly,

Signed Franchisees

LETTER OF UNDERSTANDING #6

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers
Local 175 & 633
2200 Argentia Road
Mississauga, Ontario
L5N 2K7

Dear Shawn:

RE: ADDITIONAL HOURS

In accordance with the agreement reached during our contract negotiations, we wish to set out the following understanding which shall be effective for the lifetime of the Collective Agreement expiring July 1, 2022.

Should additional hours (as defined below) become available, the Company will make every reasonable effort to offer the hours to employees on a seniority basis.

Additional hours shall be defined as call-ins for temporary absence, leave of absence, bereavement, daily increases in business or vacation.

It is understood that at the Employers discretion the hours can be given to one employee or more employees.

Where a call-in for a part time employee would result in daily overtime as defined in 9.01 (a) and 10.01 (a), all call-in hours will be paid at the regular rates of pay. However, should the total number of hours worked in a week exceed 40 hours, then applicable over time rates of pay shall apply.

For clarity, should a call-in shift cause the employee to exceed forty (40) hours for the week, the Employer may refrain from offering the call-in to the employee until it first offers the shift to those employees who would not as a result exceed 40 hours in a week.

Yours very truly,

Signed Franchisees

LETTER OF UNDERSTANDING #7

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers
Local 175 & 633
2200 Argentia Road
Mississauga, Ontario
L5N 2K7

Dear Shawn:

RE: FULL TIME PERSONAL LEAVE DAYS

In accordance with the agreement reached during the contract negotiations, we wish to set out the following understandings which shall be effective for the lifetime of the Collective Agreement expiring July 1, 2022.

Full time Personal Leave Day

Full Time Fortinos Employees who are hired/promoted before July 1st are entitled to two (2) fully paid personal leave days. Those full time employees hired/promoted after July 1st are entitled to one (1) fully paid personal leave day for that calendar year. These days will be paid out at the end of each year if not taken.

Where practical, employees who utilize a personal day shall provide one (1) weeks' notice prior to the schedule being posted.

Yours very truly,

Signed Franchisees

LETTER OF UNDERSTANDING #8

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers
Local 175 & 633
2200 Argentia Road
Mississauga, Ontario
L5N 2K7

Dear Shawn:

RE: TEMPORARY URGENT NEEDS

In accordance with the agreement reached during the contract negotiations, we wish to set out the following understandings which shall be effective for the lifetime of the Collective Agreement expiring July 1, 2022.

Due to Temporary Urgent needs, employees may be required to temporarily perform work outside of their department. Employees will appear on the schedule of their own department only.

Yours very truly,

Signed Franchisees

LETTER OF UNDERSTANDING #10

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers
Local 175 & 633
2200 Argentia Road
Mississauga, Ontario
L5N 2K7

Dear Shawn:

RE: FULL TIME SUNDAY PREMIUM (TRANSFER)

In accordance with the agreement reached during our contract negotiations, we wish to set out the following understanding which shall be effective for the lifetime of the Collective Agreement expiring July 1, 2022.

Any full time employee on the payroll prior to September 1, 2002 who is hired into a full time position at another store shall maintain their right to volunteer to work Sunday and shall receive a \$1.60 per hour premium for such work.

Yours very truly,

Signed Franchisees

LETTER OF UNDERSTANDING #11

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers
Local 175 & 633
2200 Argentia Road
Mississauga, Ontario
L5N 2K7

Dear Shawn:

RE: SUNDAY PREMIUM

In accordance with the agreement reached during our contract negotiations, we wish to set out the following understanding which shall be effective for the lifetime of the Collective Agreement expiring July 1, 2022.

All full time and part time employees who are on the payroll prior to September 1, 2002, Sunday work remains voluntary and they shall be paid a premium of \$1.60 per hour. For those full time and part time employees hired prior to September 1, 2002 who wish to continue to work on Sunday they will be scheduled to work and paid as they have in the past based upon the needs of the business. For clarity for all employees hired prior to September 1, 2002, Sunday shall be over and above their work week and they shall be given the first opportunity to work on Sunday. In the event an employee moves to another store as a result of their store closing and a replacement store being built they shall retain the right to volunteer to work on Sunday and receive a \$1.60 per hour premium for such work.

Yours very truly,

Signed Franchisees

LETTER OF UNDERSTANDING #12

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers
Local 175 & 633
2200 Argentia Road
Mississauga, Ontario
L5N 2K7

Dear Shawn:

RE: PART TIME VACATION

In accordance with the agreement reached during our contract negotiations, we wish to set out the following understanding which shall be effective for the lifetime of the Collective Agreement expiring July 1, 2022.

A part time employee who is hired by another franchisee shall have their vacation percentage recognized.

Yours very truly,

Signed Franchisees

LETTER OF UNDERSTANDING #13

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers
Local 175 & 633
2200 Argentia Road
Mississauga, Ontario
L5N 2K7

Dear Shawn:

RE: SAUSAGE ROOM

In accordance with the agreement reached during our contract negotiations, we wish to set out the following understanding which shall be effective for the lifetime of the Collective Agreement expiring July 1, 2022.

The Company plans to operate a sausage room in the Greater Hamilton area.

Yours very truly,

Signed Franchisees

LETTER OF UNDERSTANDING #14

July 1, 2015
Mr. Shawn Haggerty, President
United Food and Commercial Workers
Local 175 & 633
2200 Argentia Road
Mississauga, Ontario
L5N 2K7

Dear Shawn:

RE: DUES REPORT

In accordance with the agreement reached during our contract negotiations, we wish to set out the following understanding which shall be effective for the lifetime of the Collective Agreement expiring July 1, 2022.

The Employer agrees that the dues and initiation reports will be provided in the form of an e-mail.

Yours very truly,

Signed Franchisees

LETTER OF UNDERSTANDING #16

July 1, 2015
Mr. Shawn Haggerty, President
United Food and Commercial Workers
Local 175 & 633
2200 Argentia Road
Mississauga, Ontario
L5N 2K7

Dear Shawn:

RE: JOE FRESH APPOINTMENTS AND STAFFING

In accordance with the agreement reached during the contract negotiations, we wish to set out the following understandings which shall be effective for the lifetime of the Collective Agreement expiring July 1, 2022.

Joe Fresh Appointments and Staffing

As a uniquely specialized non-traditional store department any movement of employees into the Joe Fresh department under the terms of the collective agreement shall be subject to an employee meeting the ability and qualification, requirements of the Joe Fresh business unit. Employees entering the Joe Fresh business would generally be expected to demonstrate fashion apparel knowledge, great customer service and inter-personal communication skills. If an employee faces layoff and is not permitted to bump into Joe Fresh they will be absorbed elsewhere in the bargaining unit.

In accordance with the agreement reached during the contract negotiations, we wish to set out the following understandings which shall be effective for the lifetime of the Collective Agreement expiring July 1, 2016

Yours very truly,

Signed Franchisees

LETTER OF UNDERSTANDING #17

July 1, 2015
Mr. Shawn Haggerty, President
United Food and Commercial Workers
Local 175 & 633
2200 Argentia Road
Mississauga, Ontario
L5N 2K7

Dear Shawn:

RE: OPTICAL

In accordance with the agreement reached during the contract negotiations, we wish to set out the following understandings which shall be effective for the lifetime of the Collective Agreement expiring July 1, 2022

Optical Department

Should the Company require more Optician exclusions than are permitted under the Collective Agreement, then the Company will review the rationale with the Union Local. The Union shall not unreasonably deny the Company's request for additional Optician exclusions.

Student opticians/interns (like Pharmacy Assistants) are included in the bargaining unit and they may be scheduled on a temporary basis between stores. They will be paid mileage allowance in accordance with the collective agreement.

Student Opticians/Intern will be paid according to the part time clerk rate or the full time clerk rate as applicable.

Yours very truly,

Signed Franchisees

LETTER OF UNDERSTANDING #18

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers
Local 175 & 633
2200 Argentia Road
Mississauga, Ontario
L5N 2K7

Dear Shawn:

RE: PHARMACY OPERATIONS

In accordance with the agreement reached during the contract negotiations, we wish to set out the following understandings which shall be effective for the lifetime of the Collective Agreement expiring July 1, 2022

Pharmacy Operations

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

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

A Pharmacy Assistant shall be defined as an employee who possesses the demonstrated knowledge and ability to manage a new prescription from intake to the Pharmacist/Pharmacy Technician's sign off. A standardized Employer designed and administered Pharmacy Assessment (known as the Standardized Pharmacy Assessment) will be used to assess the above. Employees hired externally or from within the store must also pass the Standardized Pharmacy Assessment in order to work as a Pharmacy Assistant. Pharmacy Assistants shall be paid a minimum of \$1 per hour more than they would otherwise be paid as a Pharmacy Clerk. The Employer shall determine the Pharmacy Assistant staffing requirements in its sole discretion. All employees currently known as Pharmacy Technicians are being provided the opportunity to write the standardized pharmacy assessment and if they pass will be paid an extra \$1.00 / hr. Pharmacy Assistants shall be paid in accordance with the minimum hourly rates of pay applicable to the Pharmacy Assistant classification.

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

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

It is understood that the Pharmacy Assistant classification in conjunction with associated scheduling and the implementation of the Standardized Pharmacy Assessment have been completed. Existing pharmacy employees directly affected by the initial implementation of these changes shall not experience a reduction in their rate of pay.

Yours very truly,

Signed Franchisees

LETTER OF UNDERSTANDING #19

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers
Local 175 & 633
2200 Argentia Road
Mississauga, Ontario
L5N 2K7

Dear Shawn:

RE: FORTINOS FRANCHISE CONVERSION TO FRANCHISE

In accordance with the agreement reached during the contract negotiations, we wish to set out the following understandings which shall be effective for the lifetime of the Collective Agreement expiring July 1, 2022

Fortinos Franchise Conversion to Franchise

In the event of a Fortinos Franchise store closure and conversion to a non Fortino's franchise store or a corporate store within a franchise banner, the affected employees will be entitled to two (2) weeks pay per year of completed service to buydown to an available position in the franchise store. The same maximums and minimums will apply as for a corporate conversion to a Great Food or Superstore.

They shall be covered by all terms and conditions of the applicable franchise collective agreement.

Option #1

Those full time or part time employees seeking full time or part time employment shall be offered available positions based on their order of seniority based on their ability and qualifications. In the event the applicable collective agreement wage scale does not match exactly, the employee will slot into the next higher rate, credited with the minimum hours or months associated with that wage rate and progress from that point based on hours worked. Any employee who is currently being paid a rate in excess of the End rate will move to the new End rate. Fortinos Franchise employee who accepts employment with the franchise business will be rank ordered based on their seniority with the Fortinos Franchise and will be placed ahead of any new employees that may be hired. Their service will be calculated based on the store closure date.

Option #2

Where there are no jobs available within the converted store for either a full time or part time employee then the least senior employees will be offered a buy-out of four (4) weeks per year of service.

Notwithstanding the above, the Company will consider volunteers in order or seniority, ability and qualifications and the needs of the business for this buy-out.

Yours very truly,

Signed Franchisees

LETTER OF UNDERSTANDING #20

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers
Local 175 & 633
2200 Argentia Road
Mississauga, Ontario
L5N 2K7

Dear Shawn:

RE: FORTINOS FRANCHISE EARLY TERMINATION

In accordance with the agreement reached during the contract negotiations, we wish to set out the following understandings which shall be effective for the lifetime of the Collective Agreement expiring July 1, 2022

The parties agree to jointly apply, file and execute at the Ontario Labour Relations Board, an application under section 58(3) of the Ontario Labour Relations Act for the early termination of the collective agreement currently in operation between the parties which was to expire on July 1, 2016.

Yours very truly,

Signed Franchisees

LETTER OF UNDERSTANDING #21

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers
Local 175 & 633
2200 Argentia Road
Mississauga, Ontario
L5N 2K7

Dear Shawn:

RE: FORTINOS FRANCHISE CONTRACTING OUT AND MULTICULTURAL ASSURANCES

In accordance with the agreement reached during the contract negotiations, we wish to set out the following understandings which shall be effective for the lifetime of the Collective Agreement expiring July 1, 2022

The Company agrees to provide a personal assurance of employment to all full time employees (full time meaning full time at date of ratification or those employees who become full time during the term of the agreement), effected due to the application of Article 2.01 during the life of this collective agreement.

The Company agrees to provide a personal assurance of employment to all part time employees who were on the payroll as of the date of ratification and who are effected due to the application of Article 2.01 during the life of this collective agreement.

The Company agrees that work presently being performed by the bargaining unit will not be contracted out prior to a discussion of the intended action with the Union. The Company will in such discussions provide the Union with a description of the work that is intended to be contracted out, as well as the reasons for the Company's decision to proceed by way of contracting out.

Yours very truly,

Signed Franchisees

LETTER OF UNDERSTANDING #22

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers
Local 175 & 633
2200 Argentia Road
Mississauga, Ontario
L5N 2K7

Dear Shawn:

RE: FORTINOS FRANCHISE JOB POSTING

In accordance with the agreement reached during the contract negotiations, we wish to set out the following understandings which shall be effective for the lifetime of the Collective Agreement expiring July 1, 2022

Within three (3) months of the date of ratification, the Employer and the Union will meet to discuss the job posting process.

Yours very truly,

Signed Franchisees

LETTER OF UNDERSTANDING #23

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers
Local 175 & 633
2200 Argentia Road
Mississauga, Ontario
L5N 2K7

Dear Shawn:

RE: FORTINOS FRANCHISE PENSION

In accordance with the agreement reached during the contract negotiations, we wish to set out the following understandings which shall be effective for the lifetime of the Collective Agreement expiring July 1, 2022

The Employer agrees to participate in and contribute to the CANADIAN COMMERCIAL WORKER'S INDUSTRY PENSION PLAN.

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

Contributions, along with a list of employees for whom they have been made, the amount of weekly contribution for each employee, and the number of hours worked or paid according to the above, shall be forwarded by the Employer within twenty-one (21) days after the close of the Employer's four (4) or five (5) week accounting period.

The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.

Hourly Pension contributions for the Employer are as follows:

Effective July 5, 2015 - \$1.45

In addition there will be self-contributions made on the following scale effective July 5th, 2015

- *Less than 2 years.....0 cents/hr
- 2 years but less than 8 years.....22 cents/hr
- 8 years or more.....40 cents/hr

Yours very truly,

Signed Franchisees

LETTER OF UNDERSTANDING #24

July 1, 20105

Mr. Shawn Haggerty, President
United Food and Commercial Workers
Local 175 & 633
2200 Argentia Road
Mississauga, Ontario
L5N 2K7

Dear Shawn:

RE: FORTINOS FRANCHISE CLICK & COLLECT

In accordance with the agreement reached during the contract negotiations, we wish to set out the following understandings which shall be effective for the lifetime of the Collective Agreement expiring July 1, 2022.

Whereas the Company has expressed its desire to open a new department called Click and Collect under the terms of the Fortinos Collective Agreement.

And whereas the Company has indicated that this unique and non-traditional department will require a number of new operating conditions within the Fortinos collective agreement.

A new job classification shall be created; Personal Shopper. Full time and Part time Personal shoppers shall be paid according the applicable Clerk wage scales.

As a unique and non-traditional store department any movement of employees either Full and / or Part time into Click and Collect to perform work as a Personal Shopper will be selected by seniority provided they meet the ability and qualification requirements of the E-commerce business, which will include exceptional customer service and interpersonal skills and efficiency and demonstrate a care and concern for shopping as if they were shopping for their own family. If an employee faces layoff and is not permitted to bump into Click and Collect they will be absorbed elsewhere in the bargaining unit.

In the event there is insufficient work within the Click and Collect department during an employee's shift, they may be redeployed as an over and above in the Grocery-Produce seniority department as the preferred department, and where this is not practicable, elsewhere in the store. This work will not cause the cancellation of scheduled hours, nor will it impact on call in shifts that otherwise would have been replaced.

Click and Collect shall be a separate seniority department, but employees shall be able to select click and collect customer orders throughout the store in order to fulfill customer orders. This will not have an adverse impact upon existing bargaining unit employees. For example, a click and collect customer has ordered a box of Cheerios, none is on the shelf, but there is inventory on hand. The Click and collect employee will replenish the Cheerios (to a maximum of one case), in order to fulfill the click and collect customers' order. An example of an activity that a click and collect employee will not be performing; is the slicing of deli product, cutting of meat or decorating a cake. The click and collect employee will only retrieve the prepared deli, meat or bakery product as the case may be, from the various service departments once the production for the order is completed as if they were a customer.

In the event there is insufficient work within the Click and Collect department during an employee's shift, they may be redeployed as an over and above elsewhere in the store. This work will not cause the cancellation of scheduled hours, nor will it impact on call in shifts that otherwise would have been replaced.

In the event of a Click and Collect department closure the applicable closure language in each of the Appendices would apply.”

Yours very truly,

Signed Franchisees