

For ratification

# **Proposed Collective Agreement**

BETWEEN

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1281**  
(hereinafter referred to as "The Union")

AND

**KARMA CO-OPERATIVE INC.**  
(hereinafter referred to as "The Employer")

## **Article 1:**

### **DEFINITIONS**

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**.1 EMPLOYER**

Karma Co-operative Inc., The Board of Directors of Karma Co-operative, and the individual (s) appointed as Management to represent them and to manage the affairs of the organization as defined in Article 3.

**.2 UNION**

The Canadian Union of Public Employees, Local 1281.

**.3 EMPLOYEES**

Those individuals performing work within the bargaining unit as defined in ArticleXXX and who are members of the Union.

*(Angela to provide us with a written confirmation that employees who loose their good standing from CUPE shall not be forced to terminate their employment with the employer.)*

**.4 SPOUSE**

A person of the same or opposite sex to whom an Employee is married, or with whom an Employee is living in a common-law relationship.

**.5 DEPENDANT**

A spouse, child, other person defined in the Income Tax Act of Canada for whom an Employee holds the primary responsibility of providing care and ensuring the health and well being of. Dependant eligibility will be determined on a yearly basis, as per the Income Tax Act of Canada.

**.6 IN WRITING**

For the purposes of this agreement the term "in writing" shall refer to a hard-copy letter drafted on company or union letterhead for official documents including such things as letters with respect to dismissal, discipline, or notices to bargain and the like. These may be delivered by fax or other means. For these purposes, especially day-to-day communications, the format may include electronic mail.

**.7 CO-OPERATIVE MEMBER**

A person who is a member in good standing of the Co-operative and is, as such, an owner, and furthermore, may perform work of any kind in and for the Co-operative.

**.8 CALENDAR DAY, WORKING DAY, AND REGULARLY SCHEDULED SHIFT**

For purposes of this agreement, a calendar day is defined as any day of the year; a working day is defined as any day that Karma Co-operative Inc. is open; and a regularly scheduled shift (day) is defined as a day that a particular employee is scheduled to work her his/her own regular shift.

ARTICLE 2: WITHDRAWN

## **Article 3:**

### **MANAGEMENT RIGHTS**

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**.1 MANAGEMENT**

The Employer shall appoint Management, who will represent the Employer to the Union and Employees, in a manner that is consistent with the terms of this Agreement, and is not arbitrary, discriminatory or in bad faith. Management shall be assumed to be the Union's point of contact for all purposes of this Agreement, except where otherwise explicitly provided herein.

## **.2 MANAGEMENT'S EXCLUSIVE FUNCTION**

The Union acknowledges that it is the exclusive function of the Employer to manage the operations in which the Employer is engaged, and without restricting the generality of the foregoing, to:

- (a) Maintain order, discipline and efficiency, amongst its Employees;
- (b) Make, alter, and enforce from time to time reasonable rules, regulations and policies to be observed by its Employees. Management agrees to inform the Union of such rules, regulations and policies in writing prior to their effective date.
- (c) Hire, direct, promote, demote, retire, evaluate, classify, reclassify, assign, appoint, transfer, layoff, recall, plan, determine complement of staff, suspend, discipline or discharge for just cause any Employee; and all other rights and responsibilities not specifically modified elsewhere in this Agreement.

## **.3 CONSISTENCY**

It is hereby agreed that these functions will be exercised in a manner consistent with and subject to the provisions of this Agreement in a manner, which is fair and equitable.

# **Article 4:**

## **RECOGNITION**

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### **4.1 RECOGNITION**

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all its Employees, including temporary employees, as defined by Article **XXX**, located at Toronto, Ontario, save and except Employees who exercise managerial functions, members of the cooperative and members of Karma Co-operative Inc. Board of Directors.

### **4.2 SHOP STEWARD**

The Union shall appoint a Shop Steward, who has been elected by and from the members of the bargaining unit as defined in Article 4.01, to represent them to the Employer, in a manner that is consistent with the terms of this Agreement, and is not arbitrary, discriminatory or in bad faith. The Shop Steward shall be assumed to be the Employer's first point of contact for all purposes of this Agreement, except where otherwise provided.

### **4.3 EMPLOYEE MEMBERSHIP IN KARMA**

A member of the Co-operative, who is also an employee in the bargaining unit, shall enjoy all rights under the by-laws of the Co-operative, except where conflict of interest is declared by the member or deemed by the Board of Karma. If an employee in the bargaining unit who is also a member of the Co-operative gets elected to the Board, he/she shall be deemed to have resigned as an employee effective immediately.

# **Article 5:**

## **HEALTHY WORK ENVIRONMENT**

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### **.1 NO DISCRIMINATION**

In respect to all aspects of employment, the Employer agrees that there will be no discrimination, interference, restriction, harassment, or coercion exercised or practiced with respect to any Employee by any reason as identified in the Ontario Human Rights Act and its related regulations.

### **.2 POLICIES, LAWS, AND REGULATIONS**

The Union and the Employer agree to observe the provisions of the Ontario Human Rights Code, the Ontario Health and Safety Act, and applicable Municipal By-laws. Any claim by an Employee or the Union pertaining to a violation of the Human Rights Acts, or any labour

relations legislation may be subject of a grievance, which will be processed in accordance with the Grievance Procedure.

**.3 TESTS**

No Employee or applicant for employment will be required to submit to a blood test, lie detector test, or any other test for illness or drug dependency, unless required by law.

**.4 NO HARASSMENT**

Harassment is a form of discrimination and includes all forms of harassment, including but not limited to sexual harassment, gender harassment, racial/ethnic harassment, ageism, personal harassment, harassment on the basis of sexual orientation and harassment on the basis of a disability. The Employees, the Union and the Employer all agree that there will be no forms of harassment exercised or practiced with respect to any Employee, management, person, or owner. With respect to the above, harassment will be defined as:

- (a) Any behaviour which is offensive to any Employee and which that one knows or ought reasonably to have known would be inappropriate or unwelcome; or,
- (b) Conduct, comment or display made on either a one-time or continuous basis that demeans, offends, intimidates, belittles or causes personal humiliation or embarrassment to an Employee; or,
- (c) Unwanted attention of a sexually oriented nature; or
- (d) Implied or expressed promise of reward for complying with a sexually oriented request; or,
- (e) Implied or expressed threat of reprisal, actual reprisal or the denial of opportunity for the refusal to comply with a sexually oriented request; or
- (f) Remarks or behaviour that may reasonably be perceived to create a negative environment in the Karma Co-operative Inc. workplace.
- (g) Offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demeans and belittles an individual(s) and/or causes personal humiliation.

**.5 WD**

**.6 PERSONAL/PERFORMANCE COMMUNICATION AND/OR HARASSMENT**

Management shall convey any work-related or performance complaint directly to the involved employee first, with due regard to confidentiality and dignity, in accordance with all aspects of this collective agreement in an effort to prevent any such employee from first hearing of a complaint against him/her from another source.

**.7 PERSONAL SERVICES**

The rules, regulations and requirements of employment will be limited to matters pertaining to Karma Co-operative Inc.. Employees are not required to do personal services which are not connected with the operation of the Employer.

**.8 DENIAL OF SERVICE**

The Employer recognizes the right of staff to refuse service to individuals that behave belligerently or abusively, in accordance with the following procedures:

- (a) Where the actions of any individual pose a threat to the safety and security of any other individual, Employees must take appropriate steps to immediately notify the supervisor on duty or if they themselves are the supervisor, to contact Management.

- (b) The Employee may then choose to refrain from discussing the incident further, until such time as written notice of the incident has been provided in accordance with articles 5.08 (c) and (d), except where an imminent threat to the safety and security of any individual remains, in which case the Employee will have the right to be accompanied by the Shop Steward for any discussion, or by any other Employee of their choosing where the Shop Steward may not be immediately available.
- (c) An Employee who refuses service to an individual must immediately notify Management and the Shop Steward in writing of the incident as soon as reasonably possible, and in all cases within one business day following the incident. Such written notice will include the date, time, and location of the incident, a full account of the circumstances which lead to a denial of service and a list of witnesses to the incident where possible
- (d) Where the Employer requests a meeting to discuss the action the employee took, a meeting between the Employee, the Employer, and the Shop Steward will be held as soon as is reasonably possible, and in all cases within one week following the incident, the purpose of such a meeting being to discuss the circumstances which lead to a denial of service, to identify any strategies which could be used in future similar situations, and to initiate any resolutions satisfactory to both the Union and the Employer.
- (e) Reasonable delays based on priority and queuing factor are normal in daily operations; this will not be considered denial of service.

## **Article 6:**

### **UNION SECURITY – CHECK-OFF OF UNION DUES**

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#### **.1 COMPULSORY MEMBERSHIP**

The Employer agrees that all Employees, subject to any applicable exceptions as found in this agreement, shall become members of the Union.

#### **.2 TIME FOR UNION DUTIES**

Those Employees who are Union Stewards will be entitled to leave their work during working hours, with pay, in order to attend joint meetings with Management with respect to grievances up to but not including arbitration.

#### **.3 REPRESENTATION**

No employee or group of Employees will represent the Union in any meeting with the Employer without proper authorization of the Union and such representation would, as a minimum, include the Shop Steward. This clause is not intended to prevent supervisors or management from talking with employees directly without Union representation with respect to providing instruction and assignment of duties, etc.

#### **.4 BARGAINING UNIT WORK**

Only Co-operative Members while performing 'member labour' as defined by Karma Co-operative Inc. bylaws from time to time and Employees hired according to the process specified in Article XX (hiring) or transferred in accordance with Article XX (transfer) may perform bargaining unit work, as set out in the job descriptions.

#### **.5 CORRESPONDENCE TO UNION**

Where notice or reply to the Union is required by any provision of this Agreement, such notice will be in writing to the President of the Union.

#### **.6 UNION DUES – DEDUCTIONS**

The Employer will deduct from every Employee the amount authorized by the Union as Union dues, once per pay period. Such deductions will be made from the payroll at the end of each pay period and will be forwarded to the Treasurer of the Union not later than the 15th

day of the following month accompanied by a list of names, and job title of all Employees from whose wages the deductions have been made. The Employer will remit the dues information on the Local 1281 Dues Form as last provided to Management by the Union.

It is understood that employees are responsible for paying on their own any assessments levied on them by CUPE.

**.7 UNION DUES - ANNUAL STATEMENT**

At the same time that Income Tax (T4) slips are made available, the Employer will print on the amount of Union dues paid by each Union member in the previous year.

## **Article 7:**

### **TEMPORARY EMPLOYEES AND CONTRACTING OUT**

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**.1 EMPLOYMENT SECURITY**

The Union and the Employer share the objective of providing employment security to the extent possible. Temporary employees will not be hired, and contracting-out or Member Labour will not be utilized, so as to result in the layoff or termination of bargaining unit members, unless by attrition or where vacancies occur.

**.2 TEMPORARY EMPLOYEES**

Notwithstanding Article 7.01, the Union recognizes the need for the Employer to hire temporary employees under certain circumstances. The Employer agrees that such appointments are not substitutes for, or alternatives to, regular employment. Such Employees are hired only:

- (a) to replace a regular Employee on leave as defined in Articles XX (sick leave) and XX (leave of absence); and Article XX (vacations) or,
- (b) where additional work of a short term project, not to exceed 6 months, requires the hiring of an added part-time or full-time Employee; or,
- (c) where the immediate filling of a vacancy is not feasible.

**.3 WITHDRAWN**

**.4 TEMPORARY EMPLOYEE RIGHTS**

A Temporary Employee hired to work twenty-five (25) hours or more per week, who has worked more than thirteen (13) weeks and up to a maximum of twenty-six (26) weeks, will be compensated at a rate equal to the starting rate of the position being performed. Furthermore, the person filling the position will enjoy all the rights and benefits of the Collective Agreement, which will be effective from the first day of their temporary employment beyond the thirteen (13) weeks, with exceptions as specified below:

- (a) Temporary employees have no rights concerning layoff procedures as defined under Article XX, except when the Employee is laid off before the term of the contract expires;
- (b) Temporary employees do not accumulate seniority as defined under Article XX;
- (c) Temporary employees have rights to only the following leaves of absence, not to any other leaves of absence as defined in other articles in this agreement:
  - (i) Bereavement Leave, as defined in Article XX
  - (ii) Sick Leave, equal to half the sick leave allowance granted to regular employees, as defined in Article XX;

- (d) Temporary employees do not receive severance pay under the Cessation of Operations/Severance provision (Article XX), except as provided by the ESA; and
- (e) Temporary employees do not receive benefits (Article XX), except as allowed under the existing policy of the Benefits Provider.

## **7.5 CREATION OF REGULAR POSITIONS – WD**

## **7.6 NOTIFICATION**

Where an appointment is made under Article 7, the Employer will notify the Union.

# **Article 8:**

## **ACQUAINTING OF NEW EMPLOYEES**

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### **.1 INFORMING NEW EMPLOYEES**

The Employer agrees to inform applicants for bargaining unit positions that a Union Agreement is in effect and the conditions of employment set out in the Articles dealing with the Union Security and Dues Check-off. It will be the responsibility of the Union to convey to the new Employee all information concerning benefits of membership in the Union. Notwithstanding the above, the parties recognize the Employer's right and duty to conduct orientation sessions for new Employees.

### **.2 EMPLOYEE INTRODUCTION TO UNION**

On the Employee's commencing employment, the Employer will provide them with a copy of the Collective Agreement, and within the employee's first week make arrangements to introduce him/her to their Shop Steward as soon as their mutual schedules allow.

### **.3 BOARD OF DIRECTORS INTRODUCTION TO UNION**

The Union and the Employer will meet with the members of the newly elected Board of Directors after taking office, but no later than the new Board's third regular meeting, for an introduction session with regards to the Collective Agreement and the Union.

# **Article 9:**

## **UNION/EMPLOYER DISCUSSIONS**

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### **.1 STRUCTURE OF MEETINGS**

Informal Union/Employer meetings will be regularly scheduled for up to one (1) hour on a quarterly basis between the General Manager and the Union Steward, for the purpose of discussing matters of mutual concern which can include items related to health and safety. The minutes will be taken on a rotating basis between the two with an agreed to agenda available before meetings.

### **.2 SCOPE OF DISCUSSIONS**

It is understood that Union/Employer discussions will not deal with matters that are properly the subject of collective bargaining or the administration of the Agreement, unless otherwise mutually agreed to by the parties.

### **.3 OUTCOMES**

Minutes and outcomes of Union/Employer discussions may be forwarded to the Union and/or the Employer.

### **.4 TIME OFF FOR UNION DUTIES**

Time spent by the Union Steward in these Union/Employer discussions will be considered to be time worked up to sixty (60) minutes, once every quarter.

# **Article 10:**

## NEGOTIATIONS, BARGAINING AND CUPE ASSISTANCE

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### .1 NEGOTIATING COMMITTEES

Both Union and Management will be entitled to each select a negotiating committee of no more than two (2) Karma bargaining union employees and two (2) Karma representatives, respectively. The Union will advise the Employer of the names of the members of this committee within five (5) business days from the time notice to bargain is given by either party. The Employer will notify the Union of the names on its committee within five (5) business days of a notice to bargain.

Both parties each have the right to appoint a third representative to act as an alternate in the event that a regular member of their team is not available for meetings. Such alternative is free to sit in on meetings even when not acting as a regular member of the team.

### .2 PARTY ASSISTANCE

In accordance with the CUPE 1281 by-laws, a current copy of which will be provided to the Employer, the Union will have the right to have the assistance of one representative of the Canadian Union of Public Employees when negotiating the collective agreement with the Employer. The Employer shall have the right to have assistance at the negotiations of their choosing in the form of a third regular member of their team. The addition of this assistance by either party is not dependent on the appointment of someone to assist it by the other party.

The Union will have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with the Employer. Such representatives will have access to the Employer's premises in order to investigate and assist in settlement of grievances as defined in Article 11. Such access will be at a reasonable time on prior notice to the Employer and will not unreasonably interfere with the operation of the Employer's business.

### 10.3 TIME OFF FOR UNION DUTIES

Union members of the Collective Agreement Negotiations team will be compensated as follows:

- Management will pay two regular employees on the Union Negotiation Team for the scheduled hours of work missed for attending joint negotiation meetings up to but excluding conciliation and beyond.

## Article 11:

## GRIEVANCE AND RESOLUTION PROCEDURE

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### 11.1 DEFINITION

A Grievance will be defined as any difference arising out of the interpretation, application, or alleged violation of this Agreement.

### 11.2 TYPES OF GRIEVANCES

- (a) **Individual Grievances:** A grievance, whether initiated by an individual or by the Union, that is confined in scope to a particular Employee.
- (b) **Group Grievance:** Where the matter is of concern to a group of Employees or where several individual grievances, after being consolidated at some stage, are brought forward as one grievance.
- (c) **Policy Grievance:** Where either party disputes the general application, interpretation, or alleged violation of an Article of this Agreement, where the matter of concern is not specifically confined in scope to any particular Employee.

### 11.3 NOTICE OF GRIEVANCE

A Notice of Grievance will include all of the following:

- (a) The type of grievance, as defined in Article 11.2
- (b) The specific provisions of the Agreement that are alleged to have been violated
- (c) The details and nature of the grievance
- (d) The remedy to be sought through the resolution process

#### **.4 RESOLUTION PROCESS STARTING POINT**

Individual Grievance and Group Grievances begin at Step One as defined in Article 11.05(a). Policy Grievances, and those pertaining to Layoffs under Article **XX**, shall begin at Step **XXX** as defined in Article 11.5.

#### **11.5 GRIEVANCE RESOLUTION PROCESS**

All grievances will be dealt with in the following manner:

##### **Step One:**

- i. The party initiating the grievance will file a written Notice of Grievance as defined in Article 11.03 with the other party within ten (10) business days of the date upon which the incident giving rise to the grievance first occurred, except for a grievance filed under Article 5 in which case the Grievor will have twenty (20) business days.
- ii. The party responding to the grievance will seek to settle the dispute to the satisfaction of the Grievor. Such step may include a meeting. The Grievor has the right to be present at any such step.
- iii. The responding party will provide the grievor and his/her representative with a written response to the Notice of Grievance within ten (10) business days after the grievance is submitted.
- iv. Failing resolution of the grievance to the mutual satisfaction of the Union and the Employer, either may request an escalation of the resolution process to Step Two (2) within ten (10) business days of the issuance of the Respondent's response.
- v. Should no further request or response be brought forward by the Grievor or the party initiating the grievance within twenty (20) days of the Respondent's response being issued, the matter will be considered to be resolved to the mutual satisfaction of the parties, and no further action will be expected or required.

##### **(b) Step Two:**

- i. Failing resolution of the grievance under Step One, the Grievor may request a meeting between the Union, the Employee(s), and the Employer's representative to attempt to resolve the matter. This meeting will occur no later than ten (10) business days following the request as identified in Step One, sub-step iv above.
- ii. Failing resolution of the grievance to the mutual satisfaction of the Union and the Employer within five (5) business days of the meeting in sub-step i above, either may request an escalation of the resolution process to Step Three within ten (10) business days following the last meeting attended by all parties.
- iii. Should no further request or response be brought forward by the Grievor or the Union within ten (10) days following the last meeting attended by all parties, the matter will be considered to be resolved to the mutual satisfaction of the parties, and no further action will be expected or required.

##### **(c) Step Three:**

- i. Failing resolution of the grievance under Step Two, the grievance will be resolved through the arbitration process as defined under Article 12.

#### **11.6 TIME LIMITS**

The time limits defined in Article 11.5 may be extended by mutual agreement between the Union and the Employer.

#### **11.7 REQUIRED RESPONSES**

Where a response to a grievance is required, such response will be in writing at all stages. Where a response denies a grievance, such response will include reasons for denying the grievance.

#### **11.8 LIMIT TO DISCUSSIONS**

After a grievance has been initiated, the parties will not discuss the matter except in accordance with the grievance Procedure identified above.

#### **11.9 TIME OFF FOR UNION DUTIES**

An Employee who has filed a grievance will be permitted the necessary time off without loss of pay or benefits to attend to meetings with the Employer or at Arbitration, if otherwise scheduled to work.

#### **11.10 WITHOUT PREJUDICE**

Should any party choose not to grieve a particular situation or choose to withdraw grievance at any stage, such action or lack of action will not be considered as precedent setting in the event a party wishes to grieve similar circumstances in the future.

## **Article 12: ARBITRATION**

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### **.1 SELECTION OF AN ARBITRATOR**

- (a) The Union and the Employer will meet within ten (10) business days of notification of the intent to proceed to arbitration, for the purposes of selecting a single arbitrator.
- (b) Where a single arbitrator has been agreed upon by the Union and the Employer, the arbitrator will be requested in writing by the party requesting the arbitration, to set a place, time and date for the hearing within one hundred and twenty (120) days of such request.
- (c) Where a single arbitrator does not accept the request to arbitrate, or where he/she is unable to set a hearing date within the one hundred and twenty (120) day period stipulated, the Union and the Employer will meet within ten (10) business days to select another arbitrator.
- (d) Where the Union and the Employer are unable to agree on a single arbitrator within ten (10) business days of meeting for that purpose, or where two (2) arbitrators have been selected but decline or were unable to set a date within the one hundred and twenty (120) days specified, either the Union or the Employer may request, in writing to the Minister of Labour for the Government of Ontario, to appoint an arbitrator.

### **.2 ARBITRATOR'S AUTHORITY & PROCESS**

- (a) The Arbitrator will hear and determine the subject of the grievance and will issue a decision which is final and binding upon the parties and upon any Employee or Employer affected by it, unless either party believes an error in law has been made, in which case, that party may appeal to the appropriate Court of Appeals..
- (b) The Arbitrator will determine their own procedure, but will give full opportunity to all parties to present evidence and make representation.
- (c) The Arbitrator will not have the power to alter or amend any provision of this Agreement.
- (d) The Arbitrator will have the power to modify penalties.
- (e) The Arbitrator will have jurisdiction to determine whether a grievance is grievable.

### **12.3 CLARIFICATION OF DECISION**

Should the Union and the Employer disagree as to the meaning of the decision of the arbitrator, either party may apply to the arbitrator within fifteen (15) business days from the dating of the decision, to have him/her clarify the decision.

The parties will jointly determine the most appropriate and preferred process by which the Arbitrator will be asked to render such a clarification. Submissions to the Arbitrator for such purposes will be jointly agreed to, especially as to how a question is phrased with respect to the clarification required. Where such agreement cannot be reached the parties will disclose and submit their separate requests for clarification. Article 12.4 below also applies to costs incurred under this clause.

### **12.4 ARBITRATOR'S EXPENSES**

The Union and the Employer will bear the expenses of its own representative and both will share equally the fees and expenses of the arbitrator and the cost of mutually-agreed to arbitration facilities.

### **12.5 ACCESS TO THE WORK PLACE**

The Union and the Arbitrator will have access to the Employer's premises to view working conditions, machinery, or operations that may be relevant to the resolution of the grievance. Such timely access will not be unreasonably withheld upon notice being given, and will not unreasonably interfere with the operation of the Employer's business.

### **12.6 TIME LIMITS**

The time limits defined under Article 12 may be extended by mutual agreement between the Union and the Employer.

### **12.7 TIME OFF FOR TO ATTEND ARBITRATION HEARING**

The Employee who has filed a grievance may attend the arbitration hearing. Such employee will be scheduled in such a way as to not lose any compensation or benefits as a result of his/her attendance at such hearing. If such rescheduling is not possible, the employee shall earn his/her normal earnings.

## **Article 13: SENIORITY**

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### **13.1 DEFINITION**

Seniority is defined as length of uninterrupted service without loss of seniority as defined below, in the bargaining unit and shall be calculated from the date work commences at last hire. Because a large portion of the bargaining unit employees is part-time, seniority shall be calculated on an hours paid basis. Seniority will be applied in determining preference for layoffs, recall and as set out in other provisions of this Agreement.

### **13.2 PROBATIONARY PERIOD**

A newly hired Employee will be on probation for a period of six hundred and forty (640) paid worked hours of being present on the job from the date work commences. During the probationary period the Employee will be entitled to all rights and benefits of this Agreement except as otherwise stated or allowed by the various plans now in place. The Employee will be given orientation, training, and evaluations during this time period. After completion of the probationary period, seniority will be effective from the last date of hire. Probationary Employees may be discharged at any time during the probationary period.

### **13.3 SENIORITY LIST**

The Employer will maintain a seniority list showing the Classification and the date upon which service in the bargaining unit commenced for each Employee. This list will be made available upon request by any member of the bargaining unit.

### **13.4 LOSS OF SENIORITY – O/S**

An Employee will not lose seniority while absent from work in accordance with approved or sanctioned leaves of absence as outlined in this agreement. In addition to the above, an Employee will lose seniority in the event that one or more of the following occurs:

- (a) The Employee is discharged and is not reinstated through the Grievance Procedure.
- (b) The Employee resigns or retires or is reasonably deemed to have resigned or retired by the Employer.
- (c) The Employee fails to return to work within one week following a layoff and after being notified by registered mail to do so. The exception being on one occasion only during a layoff, through proven sickness or other just cause mutually agreed to with management, the employee cannot return to work as requested. It will be the responsibility of the Employee to advise the Employer of any such cause, and to ensure the Employer is kept informed of their current address and phone number.
- (d) The Rehire Limit as defined in Article **XX** (lay off and recall) has passed.
- (e) The Employee utilizes a leave of absence for a reason other than the reason for which the leave of absence was granted without notifying the Employer at the time and having the leave re-approved.
- (f) The Employee fails to return upon the completion of any leave of absence except for reasons satisfactory to the Employer.

## **Article 14:**

### **DISCHARGE AND DISCIPLINE**

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#### **.1 VERBAL WARNINGS AND DIRECTION**

(a) For the purposes of this clause, directions shall not be interpreted as formal discipline.

(b) Management has the right to issue a verbal warning where an employee has acted or performed in a way that is not appropriate, in management's opinion, to his/her job or the demeanor expected of employees working for Karma.

#### **.2 MEETING TO ADVISE OF WARNING**

Prior to issuing the Written Warning as defined in Article 14.3, Management shall within five (5) business days of the act or incident in concern, give notice to convene a meeting with the Employee to inform him/her of such action. The Employee will be entitled to Union Steward representation and if necessary, the meeting may be delayed for up to twenty-four (24) hours for a Union representative to be present. If the Employer decides not to pursue action, than all documentation pertaining to the incident or act will be destroyed.

#### **.3 WARNINGS**

The Employer will provide the Employee and the Union with a copy of any written warning affecting the Employee within ten (10) business days following a meeting as outlined in Article 14.2. Warnings will state that future disciplinary action, up to and including dismissal, may be imposed, when the employee engages in any similar or related activity or omission of same, which was addressed by the warning that arose.

#### **.4 RESPONSE TO WARNING**

An Employee receiving a written warning may respond in writing within five (5) business days. Any response provided will become part of their personnel record, and such reply will be prepared outside of normal working hours. The response may request a meeting to take place between the Employee, the Union and the Employer to discuss the warning.

#### **.5 REMOVAL OF WARNING AND RESPONSES FROM PERSONNEL FILE**

All associated warnings, and associated responses from the Employee will be removed from the Employee's files after thirty (30) months if no further incident or act occurs which would be categorized as a similar violation addressed by such. This timeframe may be shortened by mutual agreement of the parties. An Employee has the right to access their personnel file upon request.

#### **.6 JUST CAUSE**

No Employee will be disciplined or discharged without just cause.

**.7 FURTHER DISCIPLINE**

Where Management deems further discipline in accordance with the written warning is warranted, the Employer shall meet with the Union and the Employee to verbally communicate and implement such discipline.

**.8 JUSTIFICATION FOR IMMEDIATE DISCIPLINARY ACTION**

Where an Employee is deemed to be an immediate danger to him-/herself or others, the Employer reserves the right to discipline an Employee, without first having a meeting, or issuing a warning.

**.9 WRITTEN NOTICE OF DISCIPLINE**

Within five (5) business days of the meeting in 14.7 above, the Employee will be issued a written statement as to the discipline implemented and the reasons for same, by the Employer, who will also provide a copy to the Union.

**14.10 WRONGFUL OR UNJUST DISMISSAL**

An Employee considered by the Union to be wrongfully or unjustly discharged, suspended or laid off, will be entitled to file a grievance at Step Two of the Grievance Procedure under Article 11.5(b).

**14.11 REINSTATEMENT AND COMPENSATION – O/S**

**14.12 RESPONSIBILITY FOR CASH SHORTAGES**

Employees who are responsible for the counting or handling of cash shall not be responsible to pay back any determined shortage out of their own pocket providing there is no evidence of any willful misdoing or negligence on their part. This clause shall not serve to limit Management's right to properly issue a Warning or to take any other action as defined under Article 14.

## **Article 15:**

### **STRIKES AND LOCKOUTS**

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**.1 NO STRIKES OR LOCKOUTS**

For the duration of this Agreement, there will be no strikes or lockouts by the Employees covered by this agreement, except as allowed in the Ontario Labour Relations Act.

**.2 THIRD PARTY PICKETS**

In the event that any other Employees who are members of either CUPE or other parties that are engaged in a strike and/or maintain a picket line that is(are) legal under the Labour Relations Act.

Employees covered by this Agreement shall make every effort to report for work under such circumstances provided such reporting will not require any physical risk. Where a physical risk is present, employees have the right to refuse to cross picket lines that directly interfere with the performance of their duties. In such circumstances of refusal, where Management cannot provide them safe passageway across the picket lines, with or without necessary escort, an employee failing to report for duty shall be considered to be absent with pay. Failure to cross such picket lines when management has provided safe escort shall result in the employee being absent without pay. Such absence shall not be grounds for disciplinary action.

## **Article 16:**

### **FILLING OF VACANCIES / HIRING PROCESS**

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**.1 DEFINITION OF VACANCY**

For the purposes of Article 16, "Vacancy" shall be defined as any position listed under Appendix A (job descriptions), which becomes vacant whether through layoff, discharge,

resignation, or retirement, or any full-time and regular position created by the Employer which has yet to be hired for the first time. The filling of vacancies for temporary or part-time positions will not be subject to any provision under this Agreement.

**.2 NOTICE OF VACANCY**

In the event of a vacancy as defined above, the Employer shall take steps to inform all Employees of such vacancy by posting it on the bulletin board and shall provide a copy of such vacancy to the union steward.

**.3 EXAMINATION OF VACANT POSITIONS – WD**

**.4 RECALL OF EMPLOYEES ON LAYOFF**

No new Employees will be hired when there are Employees on layoff with seniority willing to do the job and able to start within ten (10) working days. Accordingly, the recall process as defined in Article XX (Layoff and recall) must be satisfied prior to undertaking the hiring process.

**.5 HIRING COMMITTEE – WD**

**.6 HIRING PROCESS DETERMINATION – WD**

**.7 JOB POSTING**

Management will draft a posting for a vacancy, which will contain the position title, the nature of the position, the defined responsibilities contained within the position description under Appendix A, the qualifications, required knowledge and education, skill, shift, wage rate, the method for properly applying, the preferred format for applications, and the deadline by which applications must be submitted.

**.8 INTERNAL POSTING PERIOD**

The posting for a vacancy shall be advertised internally for a period of ten (10) calendar days and simultaneously advertised externally at the discretion of management, during which time employees may submit an internal application as specified by the internal posting, with preference going to qualified internal applicants and the process will continue as described in Article 'XX (internal transfers). It is agreed that Management will not open applications of external applications until the time period above has been satisfied.

**.9 EXTERNAL ADVERTISING – WD**

**.10 HIRING DECISION**

In accordance with Article 3.02(c), the final hiring decision shall be the sole purview of the Employer. The Employer has the responsibility of informing the chosen candidate about the decision and informing the Union of the new hire.

**.1 STARTING SALARY**

All new hires shall be placed at Step 1 or the Start Rate (whichever is applicable) on hiring with the following exception. Where, in the opinion of Management, a person has prior direct comparable experience, Management may assign a higher Step provided no existing union employee will be at a lower step. If necessary, Management can move a union employee up one or more steps in the schedule in order to accommodate such placement for the new employee.

**16.11.2 TRANSFERRING INTO BARGAINING UNIT FROM MANAGEMENT**

Any current Karma Co-operative Inc. employee transferring from outside the bargaining unit to the bargaining unit shall be paid the higher of his/her pre-transfer rate or the applicable salary grade rate for his/her new position. Where such rate is higher than that which would otherwise be applicable as per the bargaining salary grade rate, the employee's wages shall be red-circled until such time as the rate called for by the collective agreement catches up to or surpasses his/her wage rate at the time of transfer.

**16.12 TRAINING PERIOD** (originally this was misnumbered as 16.15)

The Employer is responsible for ensuring that an employee upon hiring is provided with proper and adequate training in the fulfillment of the duties of her/his position, including general office orientation and an introduction to policies and procedures.

**16.13 ACCESS TO AVAILABLE ON-GOING SHIFT SCHEDULES**

From time to time, management may want to add additional hours or shifts. When new shifts are available, regular employees (i.e. those that are not temporary or seasonal) shall have first rights of refusal on these, based on their seniority.

**Article 17:**

**INTERNAL TRANSFERS -- WD**

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**Article 18:**

**LAYOFFS AND RECALLS**

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**.1 SENIORITY AND SECURITY**

The Union and the Employer recognize that job security should increase in proportion to length of service in the bargaining unit. In the event of a layoff, Employees shall be laid off commencing with the most junior with respect to seniority as defined elsewhere in this agreement.

**.2 NOTICE OF LAYOFFS**

The Employer will provide written notice, in the event of impending temporary layoffs greater than thirty (30) calendar days, to the affected Employee(s), no less than fourteen (14) calendar days, or will issue equivalent wages for the period in lieu thereof.

**.3 RIGHT TO VACATION PAY**

An Employee on layoff may request, at their option, payment in credit of accrued vacation days. Such payment will be issued on the next regular pay day, provided the request is made at least five business days in advance. Employees on layoff will not accrue any additional vacation days from the date of layoff.

**.4 RETENTION OF BENEFITS DURING LAYOFF – O/S**

**.5 REHIRING LIMIT**

The Employer will be required to make a decision whether or not to rehire an Employee on layoff within four (4) months of the effective date of the layoff. Where the Employer decides not to rehire, the Employee's employment with Karma Co-operative Inc. will cease, and no further benefits or payments will be due.

**.6 RECALL ORDER**

The Employer will recall employees in the order of their seniority, provided they are qualified to do the available required work.

**Article 19:**

**PAID HOLIDAYS**

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**19.1 PAID HOLIDAYS**

Employees shall be given the following paid holidays: December 25<sup>th</sup>, December 26<sup>th</sup>, January 1<sup>st</sup>, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, and all other days proclaimed as paid statutory holidays by the Federal, Provincial and/or Municipal governments.

**19.2 HOLIDAYS DURING VACATION**

If the paid holiday defined under Article 19 falls within the vacation period assigned to or chosen by the Employee, such day will not be counted as a vacation day.

**19.3 RELIGIOUS HOLIDAYS** *(was originally 19.4, but 19.3 was withdrawn)*

The Employer recognizes that an Employee may wish, for religious reasons, to observe holidays other than those listed under Article 19.1. In such cases, employees may apply to use their vacation for such purposes subject to the normal requirement for notice on vacation requests (see article 20.5a), and management will make every effort to accommodate where possible.

## **Article 20: VACATIONS**

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**.1 VACATION YEAR**

Employees are entitled to vacation in accordance with this article. For vacation purposes, the 'vacation earning' year shall be the current Calendar year.

**.2 VACATION ENTITLEMENT ACCRUAL**

Employees are entitled to two (2) weeks off per calendar year for vacation purposes during the first four (4) years of employment. This entitlement shall be pro-rated during the first calendar year.

In the fifth (5<sup>th</sup>) to seventh (7<sup>th</sup>) calendar year of employment, employees are entitled to two (2) weeks plus two (2) days off per calendar year.

In the eighth (8<sup>th</sup>) calendar year of employment and beyond, employees are entitled to three (3) weeks off per calendar year.

Vacation entitlement must be taken in the calendar year it is earned unless as otherwise provided for in this collective agreement.

Vacation pay for each week of vacation entitlement shall be calculated as the equivalent of the pay earned for the number of normal average hours worked per week, excluding overtime, during the calendar year. Such vacation pay shall be paid out as vacation is taken during the year.

In the event that an employee leaves the employ of Karma Co-operative Inc., all appropriate adjustments for either the paying out of vacation pay or the overpayment of same shall be made after employment ends.

The parties agree there shall be no cashing in of vacation earnings for any employee.

**.3 PROBATIONARY VACATION ENTITLEMENT**

New Employees may only use Vacation entitlement accrued under Article 20.2(a) provided they have been employed for three (3) months.

**.4 CARRY OVER OF VACATION ENTITLEMENT**

Employees who are entitled to greater than two (2) weeks vacation per calendar year may carry forward, until March 31<sup>st</sup> of the following calendar year, any amount of vacation entitlement above two (2) weeks. Vacation entitlement that remains unused as per the above clausd shall be deemed to have been forfeited.

**.5 VACATION REQUESTS**

Vacation entitlement shall be used at times mutually agreeable to the Employee and the Employer, in accordance with the following provisions:

- (a) Employees will make every effort to submit vacation requests as early as possible, but no less than two (2) weeks prior to the first day of vacation being

requested. The granting of vacation requests will be subject to management's discretion in consideration of operational requirements. In the event, that by October 31<sup>st</sup> of a calendar year, an employee has not requested and been granted approval for vacation to be taken that calendar year, management has the right to schedule the appropriate vacation time for them. In this event only, and at management's discretion, but with the agreement of the employee, any vacation owing may be scheduled in the first quarter of the next calendar. Failure to agree to such scheduling shall mean that the Employer shall pay the employee for the vacation not taken.

- (b) Employees will be entitled to receive their vacation in an unbroken period unless reasonably deemed operationally unfeasible.

## **.6 SENIORITY AND VACATION SCHEDULING**

In the case where concurrent vacations will cause undue harm or hardship to the Employer's operations, vacations will be granted first on the basis of seniority among those Employees requesting similar dates.

## **Article 21: SICK / MEDICAL LEAVE**

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### **.1 DEFINITION OF SICK LEAVE – WD**

### **.2 SICK LEAVE**

Employee sick leave entitlement with pay is to be calculated as three and a half percent (3.5%) of the total paid hours, excluding overtime, during the calendar year, as estimated by the employee's current normal weekly schedule. There shall be no banking of sick leave days from year to year.

### **.3 SICK LEAVE NOTIFICATION**

Employees will take all reasonable steps possible to notify their defined Supervisor of their impending absence, prior to the start of the workday, or as soon as it is known where a health situation will necessitate an anticipated extended absence. For the purposes of Article 21, telephone conversations, voice mail, and/or e-mail will be accepted forms of notification.

### **.4 MEDICAL CERTIFICATES**

An Employee may be required to produce a certificate from a qualified medical or para-medical practitioner for any illness in excess of three consecutive working shifts, certifying that such Employee is unable to carry out their duties due to illness. The Employer will pay up to fifteen (15) dollars for expenses related to obtaining such certificate.

### **.5 SICK LEAVE WITHOUT PAY**

Available sick leave may be used until such time as the long-term disability provision outlined in Article XX (benefits) comes into effect. An employee who qualifies for long-term disability payments shall be granted LTD leave until it is determined by the LTD provider that the employee will not be able to return to work or after two (2) years, whichever comes first.

## **Article 22: LEAVE OF ABSENCE**

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### **22.1 RETENTION OF BENEFITS – UNPAID LEAVE**

While exercising any Unpaid Leave for a period greater than one month, Employees shall maintain all rights, protections and benefits prescribed to them within this Agreement, with the exception of Vacation Entitlement as defined in Article 20.2, Sick Leave as defined in Article 21.2, and Health Benefits as defined under Article XX although the Employee may make direct payments to the Employer, including the Employer's share of the premiums and

subject to the eligibility rules of the Benefits plan, to maintain such Benefits coverage.

**.2 RETENTION OF SENIORITY**

In no case shall any approved Leave on the part of an Employee, as defined under Article 22, result in a loss of seniority to the Employee.

**.3 BEREAVEMENT LEAVE**

Employees will be granted Bereavement Leave with full pay, as follows:

- (a) The necessary time off with pay from one's regularly scheduled work for the seven (7) calendar days upon the death of a spouse or child.
- (b) The necessary time off with pay from one's regularly scheduled work for the three (3) calendar days upon the death of a parent, sibling, mother-in-law, or father-in-law.
- (c) The necessary time off with pay from one's regularly scheduled work for the one (1) calendar day upon the death of a grandchild or grandparent.
- (d) In cases where the Employee is compelled to travel to attend to a bereaved relative in excess of five hundred (500) kilometers one-way from their primary place of residence, the Employee will be granted an additional two working days leave without pay.

**.4 WITHDRAWN**

**.5 ELECTION LEAVE**

Employees will be allowed time off with pay in order to vote in official federal, provincial, and municipal elections in accordance with the applicable legislation.

**.6 JURY DUTY LEAVE**

Employees will be granted Leave to serve as a juror in any federal, provincial or municipal court of law, during which period the Employee will receive the difference between their normal earnings and any payment received for such service – excluding payment for travel, meals or reimbursement for other expenses. Accordingly, the Employee will present proof of service and the amount of pay received within ten business days of receipt of such payment.

**.7 PREGNANCY AND PARENTAL LEAVE**

Employees will be granted Pregnancy and Parental Leave in accordance with the Ontario Employment Standards Act with the following addition: The employee commencing Pregnancy or Parental Leave will receive two more weeks of wages commencing with their departure date at the rate of sixty-six and two-thirds percent (66 2/3%) of their average earnings in the previous thirteen (13) weeks of employment.

It is understood by the parties that benefit coverage, seniority, and vacation, shall continue while an employee is on pregnancy or paternity leave.

Employees who are on, or will be on, maternity/parental leave during an actual or impending layoff will have their Health benefits maintained as per the terms and conditions of the collective agreement for such coverage during the first four (4) months of a layoff.

**.8 UNION LEAVE**

Employees will be granted Union Leave without pay, upon five (5) working days notice being provided, to attend Union Meetings of CUPE 1281, scheduled during regular working hours to a maximum of sixteen (16) hours per calendar year, per Employee. It is understood that no more than one (1) employee will be granted such time off without pay for any given hour of work.

**.9 GENERAL UNPAID LEAVE -- WD**

**.10 UNPAID UNION CONVENTION LEAVE**

Employees will be granted Union Convention Leave without pay as described below, upon five (5) working days notice being provided, where such Employee has been elected to represent the Union at any annual or biannual convention of CUPE Ontario and/or CUPE National. Such leave will be granted to one (1) employee only (per Convention) for the actual day(s) of the Convention, and shall not exceed eight (8) calendar days in total, in any calendar year. Only one (1) employee will be granted leave under this clause at a time.

**.11 UNPAID PUBLIC OFFICE LEAVE**

Employees will be granted Public Office Leave without pay, upon one month notice being provided, where such Employee has been elected to a full time position of public office, with the Municipal, Provincial, or Federal governments, such leave not to extend beyond the first term of office for such position. Such leave shall be without any accrual of any benefits, including seniority.

**.12 MISCELLANEOUS PROVISION *(possibly move elsewhere)***

The Employer will pay fines levied on Employees by criminal courts as a result of action in following the direct instruction of the Employer but not as a result of taking action that was not expressly requested by such Employer. It is agreed the Employees have the right to refuse to undertake any action that the Employee reasonably expects could result in a fine or incarceration.

## **Article 23:**

### **PAYMENT OF WAGES AND ALLOWANCES**

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**23.1 REGULAR PAY DAYS**

The Employer will pay salaries and wages every two (2) weeks in accordance with the hourly salaries set out in Article XXX (wages). On each payday, each Employee will be provided with an itemized statement of wages and deductions.

**23.2 EQUAL PAY FOR EQUAL WORK**

Where an Employee has the necessary qualifications and has proven ability to handle the work of a specific job description, there will be no discrimination between women and men in the matter of appointments and salaries for positions.

**.3 HOURS OF WORK**

A full workweek shall be from Sunday to Saturday. The full workweek hours of work shall be forty (40) hours per week, which will include regular lunch breaks of one-half (0.5) hour per day worked provided the shift is intended to be over five (5) hours long. It is understood that several employees currently work less than forty (40) hours per week on an on-going part-time basis. When the store is open for business and no second worker (including union employee, management person, or Member Labour on duty) is present, an employee will not combine his/her meal break with a rest break; and rest breaks will be delayed until a second worker is present.

**.4 OVERTIME**

Overtime will be defined as that time spent in hours of work beyond the normal hours of forty (40) per week, for which attendance is out of necessity for fulfilling the demands of the job, and for which advance permission has been received from the Employer.

**.5 OVERTIME COMPENSATION**

Employees will be compensated for pre-approved overtime as follows:

The Employee will accrue lieu-time on the basis of one and one half (1½) hours for each hour of overtime, or the Employee will be issued overtime pay at one and one half (1½) times their normal hourly rate for each hour of overtime. The employee will notify the Employer as to which option is preferred within one calendar day of the overtime worked.

**.6 TAKING OF TIME IN LIEU OF OVERTIME**

The Employee and Employer shall mutually agree as to when the time-off from work in lieu of overtime will be taken, and such agreement shall not be unreasonably withheld.

**.7 PAY DURING VACATIONS**

Employees may, upon ~~ten (10)~~ working days notice being provided, request early issuance of any pay cheques which will be issued during their planned vacation period – such pay cheques will be provided to the Employee on their last regular working day prior to the commencement of the vacation period.

**.8 REQUIRED EDUCATIONAL ALLOWANCES**

The Employer shall pay the pre-approved full cost of any course of instruction, or the cost of attendance at any event, required for the operation of the Employee's job, where the Employer requires the Employee to take such instruction or attend such an event.

**.9 REQUESTED EDUCATIONAL ALLOWANCES**

Employees will be eligible to be reimbursed for costs associated with a course of instruction. Such reimbursement must be requested in advance of registration, in writing and must detail the perceived benefit of the course to both the Employee and Employer. The Employer will consider such a proposal in the context of relatedness to the Employee's responsibilities, the time commitment of the course, the needs of the organization, and cost, and accordingly may agree to reimburse all, some, or none of the associated costs. Any reimbursement will be issued no later than the next regular payday following successful completion of the course and the submission of receipt(s) for reimbursement. A Receipt indicating full payment of registration fees for the course will be the necessary documentation for reimbursement. Any decision of management with respect to this clause will be at its sole discretion and such decision shall not be subject to the grievance or arbitration procedure.

## **Article 24:**

### **CESSATION OF OPERATIONS/SEVERANCE PAY –O/S**

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**.1 CESSATION OF OPERATIONS**

If, as a result of the Employer ceasing all or part of the operations, or if by reason of any change in operating methods, the Employer is unable to provide work for a displaced Employee at the same regular rate of pay in a comparable class of work, the Employee will be given notice of termination in accordance with the Employment Standards Act (Section 57).

**24.2 SEVERANCE PAY**

If notice of termination is given under Article 24.1, the Employee will receive severance pay in accordance with the Employment Standards Act OR four (4) weeks, whichever is greater.

## **Article 25:**

### **JOB DESCRIPTIONS**

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**.1 JOB DESCRIPTIONS**

The Employer agrees to provide to the Union job descriptions for all positions included under Article 4.1. Such descriptions will be made available to the Union and to each incumbent in a given position.

**25.2 CHANGES IN JOB DESCRIPTIONS**

When a job description is changed, modified, or newly created, such job description will be provided to the Union and in the case of a newly created job, such job will be deemed to have been added to Appendix A.

## **Article 26:**

### **BENEFITS**

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## **.1 HEALTH CARE BENEFITS**

The Employer will pay eighty (80) percent of the premium (single or family) for eligible employees and their dependants, as applicable. The Employees will pay twenty (20) percent of their individual respective premium costs.

The parties agree that during the term of this agreement, to actively research for a benefits provider to reduce premium costs, including a look at CUPE plans. Both parties must mutually agree to any proposed new plan. The Employer will conduct a survey of the employees to see what benefit provisions are a priority for them.

## **.2 GROUP PLAN**

Eligible employees will be part of The Big Carrot Group Plan provided by the Co-operators now in effect; or an equivalent plan by another provider; or another plan that is mutually agreed to by the parties where substantial change is made to the existing plan.

## **.3 ELIGIBILITY**

To qualify for the group healthcare benefits, eligibility shall be in accordance with the Plan's eligibility definition and rules.

## **.4 EMPLOYEE DISCOUNT AND GROCERY PURCHASE PROGRAM**

After the completion of the probationary period, an employee is eligible to purchase goods from Karma Co-operative Inc. at twenty-two and a half per cent (22.5%) discount from the marked price of the product, paid for by cash, debit card, or post-dated cheque dated no later than the end of the current pay period in which the goods were received. It is understood that any NSF or other charges associated with an unaccepted cheque, including the principal amount of the unaccepted cheque, shall immediately be chargeable to the employee through payroll deductions. Such purchases shall be for the employee's personal residence use and shall be kept to reasonable amounts. The Employer reserves the right to withdraw this privilege from an employee if in its opinion it has been abused by the employee. The discounted amount is to be treated as a taxable benefit to the employee.

## **26.5 PAY ADVANCES**

Pay advances of up to one hundred (100) dollars can be requested from a management supervisor on duty. Such pay advances will automatically be paid in full by automatic payroll deduction in conjunction with the next payroll date following the loan. It is understood that only one such advance per employee is to be made during any given month.

# **Article 27:**

## **WORKPLACE HEALTH AND SAFETY**

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### **.1 WORKPLACE HEALTH AND SAFETY**

The Employer will abide by Ontario's Health and Safety Act, and the Union may, from time to time, bring to the attention of the Employer in writing any suggestions in this regard for their consideration.

### **.2 AIR QUALITY -- Withdrawn**

### **.3 EMERGENCY/FIRST AID TRAINING**

The Employer will arrange that Emergency/First Aid trained expertise is reasonably accessible.

# **Article 28:**

## **TECHNOLOGY AND WORKPLACE CHANGES**

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### **28.1 UNION NOTIFICATION OF CHANGES**

The Employer shall take adequate steps to notify all Employees, and the Union, six weeks before the introduction of any technological changes that affect the rights of Employees, conditions of employment, wage rates or workloads.

### **28.2 WORK DISPLACEMENT**

When a position as defined in Appendix A (list of jobs) is eliminated by virtue of technological change or mechanization, the Employee will be given the opportunity to fill other positions as defined under Article 18 or to elect the severance provision.

### **28.3 TRAINING PERIOD**

Where the introduction of new methods or machines requires different or greater skills than are currently possessed by an Employee, the Employer will provide to the affected Employee a training program which in management's sole opinion is sufficient in duration for the Employee to acquire the necessary knowledge or skills. If after such training period the Employee is unable to acquire the new skills and knowledge necessary, the Employee will be given an opportunity to fill other positions as defined in Article 18, or elect the severance provision. No new Employee will be hired by the Employer to assume any of the job duties of the worker whose job is affected by technological change, until after such Employee has completed his/her training program and is deemed to be unable to do the job.

## **Article 29:**

### **WAGES**

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#### **29.1 WAGE SCALE**

The hourly rates and wages of employees are outlined in Appendix B.

## **Article 30:**

### **DURATION OF THIS AGREEMENT**

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#### **.1 DURATION**

This Agreement will continue in force and effect from November 1, 2008 until May 31, 2011.

#### **.2 INVITATION TO BARGAIN**

The Union or the Employer may not more than two (2) months and not less than one (1) month prior to expiration date of this Agreement present to the other, in writing, proposed terms for a new further Agreement and/or amendments to this Agreement. Following such notice, arrangements for a meeting between the Union and the Employer will be secured within one (1) month. At such meeting, the parties will commence negotiations on the proposed amendments and/or terms of a new Agreement.

#### **.3 EXTENSION OF THIS AGREEMENT**

Failing Agreement by May 31<sup>st</sup> 2011 on a new or amended Agreement, this Agreement and all its terms will continue in force until a new Agreement is executed, or the right to strike or lockout accrues whichever comes first.

## **Appendix A:**

### **JOB DESCRIPTIONS**

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#### **One Job Classification: Retail Associate**

The parties agree that no new classification in the bargaining unit will be introduced during the term of this current collective agreement without a co-signed Letter of Understanding. The parties also understand that anytime after this initial collective agreement, Management

is free to introduce additional classifications if necessary without having to negotiate their introduction. However, where the administering of more than one classification impacts on other clauses of this agreement, the parties agree to negotiate these as part of a Letter of Understanding.

## **Appendix B:** **WAGES**

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- a. A signing bonus on ratification equal to \$30 per hour for the average number of hours worked per week, exclusive of overtime, by a current employee for the period November 1, 2008 to October 31, 2009.
- b. Full job rate effective date of union ratification: \$12.35
  - i. Those currently being paid higher than that would receive 1.0% increase
- c. Full job rate effective June 1, 2010: \$12.60
  - i. Those being paid higher than that on June 1, 2010 would receive half of the percentage increase applied at this point to the full job rate.
- d. All lower steps (still to be agreed to) of the schedule would be adjusted appropriately.

On ratification:		June 1, 2010
Step 1: for 1 <sup>st</sup> 700 hours	\$11.05	\$11.27
Step 2: next 700 hours	\$11.50	\$11.73
Step 3: next 700 hours	\$11.85	\$12.09
Step 4: after 2100 hours	\$12.35	\$12.60

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