



Collective Agreement

Between

Wagg's Ltd.

("the Company")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3785**

("the Union")

TERM OF AGREEMENT: NOVEMBER 1, 2024 – OCTOBER 31, 2027

TABLE OF CONTENTS

ARTICLE 1 Purpose of Agreement3

ARTICLE 2 Recognition.....3

ARTICLE 3 Management Rights.....3

ARTICLE 4 No Discrimination.....4

ARTICLE 5 Work of the Bargaining Unit5

ARTICLE 6 Union Officers and Committee Members5

ARTICLE 7 Check-Off of Union Dues5

ARTICLE 8 Employer and Union Shall Acquaint Potential Employees.....5

ARTICLE 9 Correspondence6

ARTICLE 10 Labour Management Committee.....6

ARTICLE 11 Labour Management Bargaining Relations6

ARTICLE 12 Resolutions and Reports of the Employer6

ARTICLE 13 Grievance Procedure7

ARTICLE 14 Arbitration8

ARTICLE 15 Discharge, Suspension and Discipline9

ARTICLE 16 Seniority.....10

ARTICLE 17 Promotions and Staff Changes10

ARTICLE 18 Layoffs and Recalls.....12

ARTICLE 19 Hours of Work and Overtime.....12

ARTICLE 20 Paid Holidays.....14

ARTICLE 21 Vacations.....15

ARTICLE 22 Leave of Absence16

ARTICLE 23 Payment of Wages and Allowances17

ARTICLE 24 Benefits.....18

ARTICLE 25 Health and Safety19

ARTICLE 26 No Strikes or Lockouts.....22

ARTICLE 27 Technological Change22

ARTICLE 28 General Conditions23

ARTICLE 29 Retroactivity23

ARTICLE 30 TERM OF AGREEMENT23

Schedule "A" - Wages.....25

LETTER OF UNDERSTANDING26

ARTICLE 1 PURPOSE OF AGREEMENT

1.01 It is the purpose of both parties to this Agreement:

- (a) To seek good relations between the Employer and the Union and provide settled and just conditions of employment which are fair to both parties.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
- (c) To encourage efficiency in operations.

1.02 Definition of Part-time and Full-time

Part-time is defined as an employee who works no more than thirty-five hours per week and a full-time employee is an employee who works no less than thirty-five hours per week. Temporary assignments which exceed thirty-five (35) hours per week for a part-time employee or are less than thirty-five (35) hours per week for a full-time employee shall not change an employee's status.

ARTICLE 2 RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive Bargaining Agent for all employees of Wagg's Ltd. in the City of Orillia, save and except Supervisor, persons above the rank of Supervisor. Route Drivers, office and sales staff.

2.02 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this collective agreement. This does not prohibit arrangements regarding operations which are not in conflict with this Agreement.

2.03 Representatives of CUPE

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) must obtain permission from the Employer in order to have access to the Employer's premises and such permission shall not be unreasonably denied. An employee may not refuse to talk to management on the basis that there is no union representative present, except as in Article 15.02

ARTICLE 3 MANAGEMENT RIGHTS

3.01 The Union agrees that it is the exclusive right of the Employer to:

- (a) Maintain order, discipline and efficiency.
- (b) Hire, lay off, classify, direct, transfer, promote, and for just cause to suspend, discipline, demote or discharge employees.
- (c) Generally, to manage the enterprises in which the Employer is engaged and, without restricting the generality of the foregoing, to determine the work to be performed, the methods and processes to be employed, schedules of operations, the types and locations of equipment to be used, and the number of persons to be employed.

- 3.02 The Employer also has the right to make and alter from time to time rules and regulations to be observed by employees. When rules or regulations are instituted or altered, the Employer shall give prior notice to the Union and inform employees by posting on bulletin boards. It is understood that rules and regulations shall not be contrary to this Agreement.
- 3.03 The Employer agrees that these functions shall be executed in a manner consistent with the terms and provisions of the Collective Agreement.

ARTICLE 4 NO DISCRIMINATION

4.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination exercised or practiced by the Employer, the Union or any employee with respect to any employee in the matter of hiring, assigning wage rate, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital status, handicap, as those terms are defined under the *Ontario Human Rights Code* or by other labour statutes.

4.02 Sexual Harassment

1. Definition: "harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

Sexual harassment shall include, but not be limited to:

- a) unnecessary touching or patting;
 - b) suggestive remarks or other verbal abuse;
 - c) leering at a person's body;
 - d) compromising invitations;
 - e) demands for sexual favours;
 - f) physical assault.
2. The parties agree that there shall be no sexual harassment in the workplace and to make all management personnel and employees aware that violations of the policy shall be subject to disciplinary action. The Employer also agrees to include the subject of sexual harassment in staff or management training sessions.
3. Cases of sexual harassment shall be considered as discrimination and shall be eligible to be processed as a grievance or may be reported to any member of management or union representative.
4. Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

ARTICLE 5 WORK OF THE BARGAINING UNIT

5.01 Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit to the extent that it causes the layoff of a bargaining unit member. If the Union has concerns about the amount of such work performed by supervisors, the Company will meet with the Union to discuss the concerns.

ARTICLE 6 UNION OFFICERS AND COMMITTEE MEMBERS

6.01 Union officers and committee members may be permitted to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the processing of grievances, attendance at meetings (other than negotiations) with the Employer, and issues dealing with Occupational health and Safety. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such union duties, including work performed on various committees, shall not result in loss of scheduled straight time hours of work. The Employer reserves the right to limit the number of persons who may be away from work on any union matter at any one time.

ARTICLE 7 CHECK-OFF OF UNION DUES

7.01 Check-off Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members every pay.

7.02 Deductions

Deductions shall be forwarded in one cheque to the National Secretary-Treasurer of the Union not later than the 15th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses, and classifications and amount of dues paid by each employee from whose wages the deductions have been made. This list shall indicate hirings, lay-offs, recalls, resignations, retirements, deaths and other termination of employment. A copy of this list shall be forwarded by the employer to the National Headquarters of the Canadian Union of Public Employees, and the Secretary Treasurer of the Union local.

7.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

ARTICLE 8 EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

8.01 Potential Employees

The Employer agrees to acquaint new employees with the fact that a union agreement is in effect.

8.02 Interviewing Orientation

On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her Union Steward or Representative.

ARTICLE 9 CORRESPONDENCE

9.01 Unless otherwise specified in this agreement all correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the President of the Employer, or designate, and the President of the Union, or the CUPE National Representative, with a copy to the Recording Secretary of the Union or designate.

ARTICLE 10 LABOUR MANAGEMENT COMMITTEE

10.01 On the request of either party, the parties (with equal representatives) shall meet at least once every two months, if needed, until this agreement is terminated for the purpose of discussing issues relating to the workplace which affect the parties, or any employee bound by this agreement or when requested by either party.

10.02 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared by the Employer and once agreed upon shall be signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within one (1) week following the meeting.

10.03 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement.

The Committee shall have the power to make recommendations only to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 11 LABOUR MANAGEMENT BARGAINING RELATIONS

11.01 Representatives

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.

In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

11.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed in compliance with the Local Union bylaws and National Constitution and consist of not more than two members or alternates of the Union. The Union will advise the Employer of the Union members of the Committee. The Union bargaining committee will be allowed to have their National Representative present during negotiations, in addition to the two (2) members.

ARTICLE 12 RESOLUTIONS AND REPORTS OF THE EMPLOYER

12.01 Employees shall not be bound by any reports or recommendations dealing with matters of employment policy and/or conditions of employment, and which affect employees within this bargaining unit, unless they are communicated in writing by the Employer to the

employees prior to implementation, and copied to the Union. The foregoing does not apply to regular work instructions.

ARTICLE 13 GRIEVANCE PROCEDURE

13.01 Recognition of the Union Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the role of the Union Grievance Committee. The Union Grievance Committee shall assist any employee in preparing and presenting his/her grievance in accordance with the grievance procedure.

13.02 Union Grievance Committee Members

The Union shall notify the Employer in writing the name of each Grievance Committee Member before the Employer shall be required to recognize him/her. Not more than two (2) members of the Grievance Committee plus the grievor shall meet with the Employer at any one time.

13.03 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement.

13.04 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step #1

Prior to filing any grievance, the employee shall first discuss the issue with the Plant Supervisor within three (3) working days of the circumstances giving rise to the concern, and the employee may have the assistance of a Member of the Grievance Committee.

If the Plant Supervisor does not respond in writing within three (3) days of the completion of a grievance discussion the grievance may be advanced to the next stage.

Step #2

If the employee is not satisfied with the response from the Plant Supervisor in Step #1, the employee may request, the Union file a grievance with the Plant Supervisor on the employee's behalf within five (5) working days of the Employer's response in Step 1.

Step #3

Failing settlement being reached in Step #2, the Grievance Committee may request that a meeting be held to try to resolve the grievance with the President of the Employer, the Union Grievance Committee, the National Union Representative, and any Advisor/Counsel required by the Employer. Such meeting shall be held within ten (10) working days of the date the request was made, or such other time mutually agreed upon to accommodate the parties. The employer shall render a decision within seven (7) working days following the meeting.

Step #4

Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration within ten (10) working days of the answer at Step 3 provided it has been originated and processed in accordance with the Grievance Procedure.

13.05 Policy Grievance

Where a dispute involving a grievance of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1, 2 and 3 of this Article may be by-passed.

13.06 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

13.07 The time limits within the grievance and arbitration process shall be adhered to and may be extended by mutual agreement in writing between the parties.

13.08 A management grievance may be filed with the Union President and National Representative and discussed at Step 4.

13.09 Where the parties agree, a grievance may be referred to mediation after Step 3 without prejudicing the right of either party to advance the grievance to arbitration should mediation be unsuccessful.

ARTICLE 14 ARBITRATION

14.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party of the Agreement, indicating the names of its proposed single arbitrators. Within five (5) days thereafter, the other party shall answer in writing indicating its agreement on a single arbitrator or the name of its proposed single arbitrator(s). The two parties shall select an impartial chairperson who is knowledgeable in the area in dispute.

14.02 Upon mutual agreement between the parties, either party may request grievance mediation prior to applying for arbitration.

14.03 Failure to Appoint

If the two parties fail to agree upon a chairperson within fourteen (14) days, the appointment shall be made by the Minister of Labour upon request of either party.

14.04 Decision of the Board

The decision of the Arbitrator shall be final, binding and enforceable on all parties, and may not be changed. The Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this agreement. However, regarding discharge or disciplinary grievances, the Arbitrator shall have the power to modify penalties or dispose of such grievance by any arrangement which he/she deems just and equitable.

14.05 Expenses of the Board

Each party shall pay one-half of the fees and expenses of the Chairperson.

14.06 Notice of Expedited Arbitration

Before applying for expedited arbitration, the party applying shall consult with the other party with a view to identifying mutually available date(s).

14.07 Upon mutual agreement the parties may agree to a Board of Arbitration.

ARTICLE 15 DISCHARGE, SUSPENSION AND DISCIPLINE

15.01 Discharge and Discipline Procedure

An Employee may be dismissed or disciplined, but only for just cause, and only upon the authority of the Employer, as defined in this agreement. A Department Head may suspend an employee but shall immediately report such action to the Employer. Such employee and the Union shall be notified promptly of written discipline by the Employer with full disclosure of the reason for such discipline or discharge.

15.02 Right to have Steward Present

An employee shall have a Steward or Officer present at any discussion with supervisory personnel at which formal discipline or discharge is communicated. The supervisor shall notify the employee and a union steward or officer in advance if this is the purpose of the interview.

Failure to comply with this requirement shall not render the discipline void but may be grieved.

15.03 Personnel Records

An employee shall have the right on his own time to have access to and review his/her personnel record up to once every six months.

An employee who has any disagreement as to the accuracy of information contained in the file which has not previously been drawn to the attention of the employee may have placed in the file a note indicating the employee's view on the matter. The note may be used in any subsequent grievance or arbitration.

No warning or performance evaluation from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.

A warning will be removed from the personnel record of an employee twelve (12) months following the receipt of a verbal warning and twelve (12) months from the receipt of a written warning.

An employee shall have the right to make copies at the employer's expense of any material contained in his/her personnel record provided it contains no references to other employees.

Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations once every six (6) months or if there has been discipline within less than six (6) months.

15.04 The parties recognize the principle of progressive discipline.

Subject to the need for investigation and the availability of persons involved, the Employer shall endeavour to discipline within three (3) working days of the occurrence or when the Employer ought reasonably to have known when the matter worthy of discipline occurred.

ARTICLE 16 SENIORITY

16.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining-unit-wide basis.

16.02 Seniority List

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

16.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation for the first nine (9) months of continuous employment.

16.04 Loss of Seniority

An employee shall lose his/her seniority and employment in the event:

- (a) He/she is discharged for just cause and is not reinstated
- (b) He/she resigns in writing and does not withdraw within one (1) working day.
- (c) He/she fails to return to work within one (1) regular work week following a lay-off and after receiving actual notice by registered mail or personal contact to do so, unless through sickness or other just cause.
- (d) He/she is laid off for a continuous period of more than eighteen (18) months.
- (e) Fails to return on time from a leave of absence unless due to circumstances beyond the control of the employee.

16.05 If a person is promoted out of the bargaining unit and subsequently returns to the bargaining unit, he/she shall return with seniority equal to the length of service prior to leaving the bargaining unit.

ARTICLE 17 PROMOTIONS AND STAFF CHANGES

17.01 When a permanent new position is created, or a permanent vacancy occurs the Employer shall post notice of the new position or vacancy on the employee bulletin boards for a

period of not less than five (5) working days provided that the employer may fill the vacancy without restriction during the posting period.

“Permanent” for the purposes of this Article shall mean more than six (6) months except for vacancies due to pregnancy/parental leave or WSIB absence.

17.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range as those factors are at the time of posting. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

17.03 No Outside Advertising

No outside applicant(s) will be considered if there is a qualified (as specified on the job posting) applicant from within the bargaining unit.

17.04 Role of Seniority in Job Postings

Both parties recognize, along with other factors:

- (a) the principle of promotion within the service of the Employer
- (b) that job opportunity should increase in proportion to length of service.

Therefore, in filling vacancies posted under Article 17.01 consideration shall first be given to, experience, reliability, seniority and discipline record. Where those factors are relatively equal, seniority shall govern amongst employees who have the basic skill.

The Company will not consider experience gained in a temporary assignment.

17.05 Trial Period

The successful applicant shall be notified within one week following the end of the posting period. He/she shall be given a trial period of one (1) week to learn the skills during which time he/she shall receive the necessary training and the balance of two (2) calendar weeks to determine whether he/she feels comfortable in the job. The Employer may remove an employee who is not demonstrating satisfactory progress during the trial period. Conditional on satisfactory service, the employee shall be declared permanent after the period of 14 calendar days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

17.06 Notification to Employee and Union

Within seven calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant with a copy to the President or designate and posted on all bulletin boards.

ARTICLE 18 LAYOFFS AND RECALLS

18.01 Definition of Lay-Off

A lay-off shall be defined as a reduction in the work force or a permanent reduction in the regular hours of work defined in this agreement.

18.02 Role of Seniority in Lay-Offs

In the event of layoff, the junior employee(s) shall be laid off first provided the remaining employees are fully able to do the job with orientation of one shift or less.

18.03 Recall Procedure

Employees shall be recalled in the reverse sequence of Article 18.02.

18.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall where possible provided those laid off are qualified to perform the available work.

18.05 Advance Notice of Lay-Off

Unless legislation is more favourable to the employees, the Employer shall where possible notify employees who are to be laid off fourteen (14) days (seven (7) days for an employee with less than one (1) year's service) calendar days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this article, he shall be paid for the days for which work was not made available except where the Employer did not have sufficient advance notice of the circumstances causing the layoff.

18.06 Grievance on Lay-Offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 3 of the Grievance Procedure.

ARTICLE 19 HOURS OF WORK AND OVERTIME

19.01 The regular hours of work for full-time employees are Tuesday to Friday, four 9 hour days plus 1/2 (half) hour unpaid lunch. That schedule of days and hours per day may be changed from time to time provided that management shall give at least two (2) weeks' notice of a reduction in hours which will last for more than 2 weeks for any group or notice as in the last paragraph of 19.01 to an individual.

Prior to changing established shifts indefinitely, management shall advise the local union representative and discuss any suggestions the Union may make at that time. Where service requirements permit, the Company shall give not less than seven (7) working days' notice prior to implementing a shift change. This also does not apply to replacement of absent employees, equipment or power failure or change agreed to by the employee.

Where the Company has at least seven (7) calendar days' knowledge of a business requirement for change in established shifts but gives less than seven (7) calendar days' notice of the change, the employee who receives less than seven (7) calendar days' notice shall be paid one and one-half (1½) times the regular straight time rate for the first shift. This does not apply to replacement of absent employees, equipment or power failure or change agreed to by the employee.

Shift assignments of individual employees shall be as they are individually advised from time to time with preference of shift given by seniority where changes are made where practical not less than seven (7) working days' notice prior to implementing a shift change or a change in shift starting time of more than one (1) hour.

19.02 Paid Rest Period

An employee shall be permitted a rest period of ten (10) consecutive minutes in both the first half and the second half of each scheduled work period of not less than eight (8) hours.

19.03 Paid Clean Up or Clothes Changing Time

Check in and soil sort employees shall be allowed two (2) minutes wash-up time before lunch periods and before quitting time.

19.04 Overtime Defined

All time worked in excess of forty-four (44) hours per week or on the employee's sixth consecutive day worked in a calendar week shall be considered overtime.

19.05 Overtime shall be paid at the rate of time and one-half.

19.06 No Lay-Off to Compensate for Overtime

An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

19.07 Sharing of Overtime

Overtime and call back time shall be divided equally over time, among employees who normally perform the available work provided that any inequalities shall be remedied by future overtime assignments.

19.08 Overtime During Lay-Offs

If there are repeated requests for overtime while employees are on layoff, at the request of the Union the parties shall meet to discuss the matter.

19.09 Call Back Pay Guarantee

An employee who is called in and required to work outside his/her regular working hours shall receive a minimum amount equal to three (3) hours at time and one-half whenever there is a break (other than a rest or lunch break) between the employees' regularly scheduled hours and the work the employee is called in to do.

19.10 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may, by mutual agreement receive time off at the overtime rate at a time mutually selected.

19.11 An employee shall only receive one premium rate for overtime hours worked.

19.12 The Employer shall not pay a late employee for less time than that which the employee worked.

ARTICLE 20 PAID HOLIDAYS

20.01 Paid Holidays

a) The Employer recognizes the following as paid holidays:

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

b) Employees who have completed twelve (12) months continuous service shall be entitled to one of the following in each contract year:

- 1) Three (3) float days to be taken at times mutually agreed between the employee and the employer; or
- 2) Working the float days and receiving either:
 - i) an extra day's pay in respect of each float day worked; or
 - ii) a contribution to the employee's R.R.S.P. of \$100.00 per float day worked; or
 - iii) a paid sick day in respect of each float day worked.

In recognition of the Company's busiest season during the summer, it is agreed that if Canada Day is worked it will be observed as a float day to be scheduled on an individual basis by advance agreement of the employee and the supervisor.

Where it is known that a full staff complement is not needed on a holiday weekend, the work shall be offered in order of seniority to employees who normally perform the work.

20.02 Pay for Regular Scheduled Work on a Paid Holiday

In order to qualify for payment for the holiday designated in Article 20.01, an employee shall complete their probation and worked their full scheduled shift on each of the working days immediately preceding and following the holiday, unless excused by the employer or the employee was absent due to:

- a) Legitimate illness or accident, which commenced within a month of the date of the holiday. Such illness must be documented (dated on the day of the illness).
- b) Vacation granted by the Employer;
- c) The employee's regular scheduled day off;
- d) A paid leave of absence provided the employee is not otherwise compensated for the holiday.

An employee who is entitled as above and who works on the holiday shall be paid at the rate of time and one-half unless the employee requests another day off with pay, in lieu of the holiday, at a time mutually agreed.

20.03 Compensation for Paid Holidays Falling on Scheduled Day Off

When any of the above noted paid holidays fall on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time mutually agreed.

ARTICLE 21 VACATIONS

21.01 Length of Vacation

Employees shall receive vacation in accordance with the following:

After 1 year	Two (2) weeks at 4% of gross annual earnings
After 5 years	Three (3) weeks at 6% of gross annual earnings
After 8 years	Four (4) weeks at 8% of gross annual earnings
After 15 years	Five (5) weeks at 10% of gross annual earnings
After 22 years	Six (6) weeks at 12% of gross annual earnings
After 30 years	Seven (7) weeks at 14% of gross annual earnings

*Employees will not be eligible to take vacation prior to their one (1) year anniversary date.

21.02 Banking Vacation Credits

An employee entitled to three weeks' vacation or more shall be entitled to bank up to a maximum of one (1) regular work week per annual vacation. The banked vacation shall be taken within the following vacation year at a rate of pay prevailing when the vacation is taken.

21.03 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, an employee who is entitled to a paid holiday shall be allowed a lieu day off with pay at a time mutually agreed.

21.04 Vacation Pay on Termination

An Employee terminating employment at any time in the vacation year, prior to using his/her vacation, shall be entitled to his/her unpaid vacation pay prior to termination.

21.05 Vacation Schedules

Vacation periods shall be posted by March 1st of each year. No employee will be obliged to schedule vacation that is not agreeable to him/herself prior to November. The Employer shall advise employees regarding their application for scheduled vacation within one week of receipt of the application.

Vacations shall be scheduled as follows. Vacation requests made in writing by March 1 will be granted on a seniority basis. Thereafter on a first-come, first-served basis. An employee may only take a total of two (2) weeks' vacation during June, July & August. Not more than one (1) employees may be granted vacation at the same time unless mutually agreed. Management reserves the right to prohibit more than one (1) person from taking vacation at the same time from related work functions. Management may, at its sole discretion, consider allowing two (2) employees to take vacation at the same time.

21.06 Unbroken Vacation Period

An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer.

21.07 Approved Leave of Absence During Vacation

Where an employee qualifies for bereavement leave or is hospitalized during his/her period of vacation, there shall be no deduction from vacation credited for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option. An employee who becomes sick as verified by medical certification prior to taking vacation shall have his/her affected vacation rescheduled for the length of time the employee is verified as unable to travel.

21.08 Overtime Vacation Rate

No employee shall be required to work during his/her scheduled vacation period.

ARTICLE 22 LEAVE OF ABSENCE

22.01 Leave of Absence for Union Functions

Upon at least three (3) week's written request to the Employer, an employee elected or appointed to represent the Union at conventions, conferences or seminars shall be allowed leave of absence without pay or reduction in benefits. Such leave of absence shall be allowed employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. Such leaves should not exceed thirty (30) employee days per year and the Employer may limit the number of employees who may be absent at any one time.

22.02 Pay During Leave of Absence for Union Work or Convention

An employee shall receive the pay and benefits provided for in this agreement when on unpaid leave of absence for union conventions, conferences or seminars if the notice in 22.01 is given. However, the Union shall reimburse the Employer for all pay during the period of absence within thirty (30) calendar days of being billed by the Employer.

22.03 Paid Bereavement Leave

- (a) An employee shall be granted up to three (3) regularly scheduled consecutive work days', without loss of pay or benefits, in the case of death of a member of the employee's immediate family.
- (b) "Immediate Family" shall mean the employee's parents, spouse or common law spouse (as defined by the *Family Law Reform Act*), child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepparents, step brother, step sister, step son, step daughter, grandparent, grandchild.

Where the burial occurs greater than 300 km from the employee's residence, such leave may be extended to allow reasonable travelling time, not to exceed four (4) working days.

- (c) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer on request, may grant additional bereavement leave without pay.

22.04 Pregnancy and Parental Leave

Pregnancy and Parental Leave shall be granted as per the *Employment Standards Act of Ontario*.

22.05 Jury or Witness Leave

If an employee is required to serve as a juror in any court of law, or is required by subpoena to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a Court of law or coroner's inquest in connection with a case arising from the employee's duties, the employee shall not lose regular pay because of such attendance, provided that the employee:

- (a) notifies the employer immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance; and
- (c) deposits with the employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

22.06 Education Leave and Examinations

An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his/her employment qualifications where specifically requested by the Employer.

22.07 General Leave

An employee may at the discretion of the Employer be granted a leave of absence without pay and without loss of seniority when he/she requests such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer.

22.08 Ontario Family Medical Leave

Ontario Family Medical Leave shall be granted as per the *Employment Standards Act of Ontario*.

ARTICLE 23 PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

The Employer shall pay salaries and wages every second week in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of his/her specific wages, overtime, and other supplementary pay and specific deductions.

The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order, signed authorization or by this agreement.

23.02 Rate of Pay on Promotion or Reclassification

An employee assigned, promoted or reclassified in accordance with this collective agreement for a full day or more to the core duties of a higher paying position shall receive the rate of pay and benefits for that position for the time he/she performs that job.

After temporary assignment in a higher classification for six months cumulative, an employee shall be reclassified into that position permanently.

It is understood that when an employee is assigned to a higher classification and when there is a whole shift's work for that employee in that classification, he/she will be assigned for the whole scheduled shift unless beyond the control of the Employer.

23.03 Pay on Transfer, Lower Rated Job

When an employee is assigned to a position paying a lower rate, his/her rate shall not be reduced except where the assignment is in lieu of lay-off.

23.04 Taxi Allowance

When an employee is called in to work between 11:30 p.m. and 7:00 a.m., taxi service to and from the home of the employee shall be provided by the Employer except where such work is adjacent to the scheduled shift.

23.05 Shift Premium

A premium of ten cents (10¢) per hour to be applied to the shifts where the majority of hours is after 4:30 p.m. and before 6:00 a.m.

23.06 In the event that the Employer is responsible for not paying the employee the correct amount on the pay period, the Employer will correct the mistake within forty-eight (48) hours for any amount over twenty-five dollars (\$25), or as soon as possible, but no later than the following pay period for anything less than twenty-five (\$25).

ARTICLE 24 BENEFITS

24.01 a) Employer Contributions to Group Insurance Program

The Employer shall pay the premiums for the following insurance plans for all full-time employees except students who are actively at work subject to the following:

- (i) Eligibility and entitlement shall be determined by the Plan which does not form part of this Agreement.
- (ii) Coverage shall commence after nine (9) months of continuous employment and shall continue for an eligible employee until the end of the month following the month in which a layoff occurs and shall recommence for an eligible employee immediately upon recall from layoff.

(iii) Benefits:

Life Insurance for:	
Employee	One and one-quarter (1.25) times annual earnings
Employee's spouse	\$5,000
Employee's child	\$2,500

b) Extended Health Care

Continue present plan or equivalent, upon ratification with amendments listed below:

- (i) Vision Care: Four hundred and fifty dollars (\$450) / twenty-four (24) months for frames and lenses.
- (ii) Eye Exams once every twenty-four (24) months.
- (iii) Hearing Aids: Six hundred dollars (\$600) every sixty (60) months.

c) Dental Plan:

Dental Accident \$3,000 lifetime

24.02 The Employer will provide to the Union a summary description of the insured benefits provided that the summary does not form part of this Agreement.

24.03 (a) Workers' Compensation Protection

All employees shall be covered by the *Workplace Safety and Insurance Board Act*.

(b) Form 7

The Employer shall provide copies of the Workplace Safety and Insurance Board's Form 7 to the employee on any claim filed with the Workplace Safety and Insurance Board by the Employer.

ARTICLE 25 HEALTH AND SAFETY

25.01 Cooperation on Safety

The Union, the employees and the Employer shall cooperate in complying with the *Occupational Health & Safety Act*. Any health and safety concerns raised by the joint Health and Safety Committee shall be dealt with and corrected immediately in accordance with the *Occupational Health & Safety Act*.

25.02 Joint Health and Safety Committee

The Joint Health and Safety Committee (referred to hereafter as "the Joint Committee") shall consist of an equal amount of members from the employer and the workers. Worker members shall be selected by the workers, or, if there is a trade union representing the workers, by the trade union.

Alternates may be allowed; however, they shall only be used in emergency conditions and/or in the absence of regular committee members and with the approval of the co-chairperson. Each party will supply a listing of one (1) alternate.

The Joint Committee shall meet on a monthly basis or as deemed appropriate by the Committee, but at least quarterly.

There shall be two (2) Co-Chairpersons, one (1) from the employer and one (1) from the workers, who shall alternate the chair at meetings.

A Co-Chairperson may, with the consent and approval of his/her counterpart, invite any additional person(s) to attend the meeting to provide additional information and comment, but they shall not participate in the regular business of the meeting.

The Co-Chairs will alternate chairing meetings monthly.

Functions of the Joint Committee

The functions of the Joint Committee shall be:

- (a) To conduct worksite inspections in accordance with the *Occupational Health and Safety Act*, the Collective Agreement and the annual schedule of inspections.
- (b) To identify, evaluate and recommend a resolution of matters pertaining to health and safety in the workplace to appropriate senior management.
- (c) To review the education and training programs which are available and to inform all employees of their rights, restrictions, responsibilities and duties under the *Occupational Health and Safety Act*.
- (d) To deal with matters that the Committee deems appropriate.

According to the *Occupational Health and Safety Act*, Section 9 (23) - (28), the workplace must be inspected by a designated worker member of the Occupational health and Safety Committee preferably the certified member, at least once a month. If this is not practical (i.e.; multiple worksites), they must inspect annually at least a part of the workplace each month, according to a schedule established by the Joint Committee. Further monthly inspections by program safety representatives will be carried out and all information forwarded to the Joint health and Safety Committee.

All health and safety concerns raised during the physical inspection will be recorded on an appropriate workplace report and signed by both members of the inspection team.

Following the Committee's inspection of each worksite, a report will be forwarded to the Committee Co-Chairpersons.

The Committee's worksite inspection will be reviewed at the next scheduled Occupational Health and Safety Committee meeting to formulate required recommendations.

Meeting Agenda

The Co-Chairpersons will prepare an agenda if there are any issues and forward a copy of the agenda to all Committee members at least one week in advance of the meeting.

The Committee may accept any item as proper for discussion and resolution pertaining to health and safety, except to amend, alter, subtract from or add to any terms of the Collective Bargaining Agreement. All items raised from the agenda in meetings will be dealt with on the basis of consensus rather than by voting. Formal motions will not be used.

All items that are resolved will be reported in the minutes. Unresolved items will be placed on the agenda for the next meeting.

Minuted recommendations by the Committee will be forwarded to the President who will communicate in writing directly to the Co-Chairpersons in regard to these recommendations within twenty-one (21) days. The President will give his assessment of the problem, and outline who is responsible for resolving the matter, along with a time frame in which the matter will be resolved.

The Committee will investigate all serious workplace accidents, and incidents that have the potential for a serious accident. The inspection team will notify the Joint Committee and senior management in writing of their recommendations and will ensure that the requirements prescribed in Sections 44, 45, 51 and 52 of the Act and Sections 5 and 6 of the Regulations for Industrial Establishments/Health Care Regulations are carried out.

The Joint Committee will designate two (2) members, one management and one worker, chosen by those they represent, preferably the certified members, to investigate work refusals. [See Section 43.]

The Joint Committee will address matters related to Designated Substance Regulations where applicable.

Minutes of Meeting:

The Co-Chairpersons shall ensure that minutes re taken and have the minutes typed by a secretary and circulated and filed within two (2) calendar weeks of the meeting or as the Committee may from time to time instruct. Minutes of meetings will be circulated to all Committee Members, President, and Secretary of the local, and posted on bulleting boards. Names of Committee members will not be used in the minutes except to designate follow-up responsibility.

Quorum

The Joint Committee shall have a quorum of two (2) members present in order to conduct business. If a Co-Chairperson is absent, the other Co-Chairperson will chair the meeting. The number of employer members shall not be greater than the number of worker members, or visa versa. If there is no quorum the meeting shall be rescheduled.

Payment of Attendance at Meetings

Pursuant to sec. 9 (35) of the Act, members of the Joint Committee shall be deemed to be at work during attendance at meetings and shall be paid for such time at the regular or premium rate of pay as may be proper.

Paid prep time as reasonably required up to one (1) hour for worker members to be used prior to the monthly Committee meeting.

Training for Joint Health and Safety Committee Members:

It has long been recognized that, for the members of a Health and Safety Committee to succeed, they require basic training on their role and functions in improving workplace health and safety. In the daily work setting, management and employees are encouraged to co-operate with each other to share skills and knowledge. It is recognized that staff at each level within the Company bear a responsibility to ensure that a job is performed safely in accordance with legislative and internal standards and guidelines.

In addition to this informal on-the-job training, legislative requirements dictate the employees should be educated so that they are fully aware of their rights and responsibilities regarding occupational health and safety. As part of the orientation of new staff, this article will be brought to their attention.

Specifically, it is the employee's right to expect that the management and union Health & Safety representatives are knowledgeable concerning the job and its potential hazards and to expect that supervision will include and education and training in all procedures necessary to perform the job safely.

The employee also has a right to know and an obligation to learn about any hazards that may be encountered and how to deal with them, and to work safely.

To ensure that these elements of worker education and training are satisfactorily carried out, legislation requires that an employer provide the necessary training in safe working procedures and in accessing information on workplace hazardous materials.

General:

All employees will discuss their problems in relation to Health and Safety with their immediate supervisor before bringing it to the attention of the Committee Members.

Committee Members will thoroughly investigate all complaints to get all the facts and will exchange these facts when searching for a resolution to the problem. All problem resolutions will be reported in the minutes.

25.03 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of a work accident shall be at the expense of the Employer.

ARTICLE 26 NO STRIKES OR LOCKOUTS

26.01 The parties agree that during the term of this Agreement there shall be no lockout, strike, slowdown or working to rule.

ARTICLE 27 TECHNOLOGICAL CHANGE

27.01 If the Company introduces major new pieces of equipment which will result in the layoff of employees, it shall meet with the Union local chairperson to discuss the matter.

ARTICLE 28 GENERAL CONDITIONS

28.01 Bulletin Boards

The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings, and such other notices as may be of interest to the employees.

28.02 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this agreement and his/her rights and obligations under it. For this reason, the Employer shall pay the costs of photocopying sufficient copies of the Agreement.

28.03 For the purpose of calculating time limits in the Agreement, working days in this agreement shall not include Saturday, Sunday or Paid Holiday as specified in Article 20.

28.04 Plural or Feminine Terms may Apply

Whenever the singular, masculine, or feminine is used in this agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

ARTICLE 29 RETROACTIVITY

29.01 Retroactivity

- a) Increases to the salary schedule shall be retroactive to November 1, 2024. Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer between November 1, 2024 and October 31, 2027, they shall be entitled to the pro-rated amount of such payments.
- b) All retroactive pay will be paid to employees on a separate cheque or itemized on an employee's regular cheque.
- c) All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

ARTICLE 30 TERM OF AGREEMENT

30.01 Duration

This agreement shall be binding and remain in effect from November 1, 2024 to October 31, 2027, and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days of the termination in any year that it desires termination or amendment.

30.02 Changes in Agreement

Any changes deemed necessary to this agreement may be made by mutual agreement at any time during the existence of this agreement.

30.03 Notice of Changes

Either party desiring to propose changes to this Agreement shall, within the 90 days prior to the termination date, give notice in writing to the other party of the changes proposed. Within (10) ten working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement, or any other such time period which is mutually agreed between the parties.

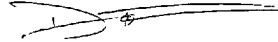
DATED this 4th day of February, 2025 .

WAGG'S LTD.

William Wagg

William Wagg (Feb 4, 2025 13:39 EST)

CUPE AND ITS LOCAL NO. 3785



SCHEDULE "A" – WAGES

Classification	Effective		
	<u>November 1/24</u> 3.9%	<u>November 1/25</u> 3%	<u>November 1/26</u> 3%
General Help			
Start rate	\$17.20	\$17.71	\$18.24
After one year continuous service	\$17.20	\$17.71	\$18.24
Shipper			
Start rate	\$17.49	\$18.01	\$18.55
After one year continuous service	\$17.61	\$18.13	\$18.67
Washman and Mat Checker			
Start rate	\$19.99	\$20.58	\$21.19
After one year continuous service	\$20.14	\$20.73	\$21.35

There will be a premium of \$0.10 an hour for those employees that are handling the duties of checking in the soiled linen, etc. during their shift.

There will be a premium of \$0.50 an hour for those employees classified as General Help that handle the moving of the mats during their shift.

It is understood that if the Minimum wage increases during the life of this agreement, the percentage increases for General Help will be increased from whatever the minimum wage is at the time of the agreed to percentage increase (If affected).

LETTER OF UNDERSTANDING

between:

Wagg's Ltd.

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3785

RE: RECOGNITION OF PROBATION TIMELINES

(Applicable to all current probationary employees and new hires)

Whereas the employer and the union have agreed to increasing the probation period;
Whereas the employer and union agree to make the benefits available to all employees at the completion of nine months of service;

The Employer therefore will recognize that the following employees will be grandfathered in to the six (6) months' probation term and will be eligible for benefits at the completion of nine (9) months service:

- Luke Drayton
- Alexis Pernokis
- Bill Wood
- Cameron Krueger
- Benjamin Patterson
- Susan Scott
- Binoy Korke

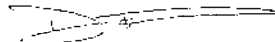
The employer will establish that all new employees will have to complete nine (9) months of service and will attain access to benefits at the completion of their probationary period. (reference 16.03 and 24.01 (ii))

DATED this 4th day of February, 2025 .

WAGG'S LTD.



CUPE AND ITS LOCAL NO. 3785



:ab/cope491