

# **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")

This Agreement will continue in force and effect from June 1, 2025 until May 31, 2028.

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## **1.0 DEFINITIONS**

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### **1.1 EMPLOYER AND MANAGEMENT**

“The Employer” is Karma Co-operative Inc. “Management” is whatever individual(s) the Board of Directors of Karma Co-operative has appointed to represent them and to manage the affairs of the organization as defined in Article 2.

### **1.2 UNION**

“The Union” is The Canadian Union of Public Employees, Local 1281.

### **1.3 EMPLOYEES**

“Employees” are those individuals, performing work within the bargaining unit as defined in Article 3.1, who are members of the Union.

### **1.4 FULL-TIME EMPLOYEES**

Any employee employed for more than twenty-five (25) hours per week, on average.

### **1.5 PART-TIME EMPLOYEES**

Any employee employed for less than twenty-five (25) hours per week, on average.

### **1.6 IN WRITING**

For the purposes of this Agreement, the term “in writing” shall refer to a digital or hard copy letter drafted on company or Union letterhead, which may be delivered by email, fax, or provided to CUPE Local 1281 and Karma Co-op by postal mail and date stamped within five (5) days of the original letter.

### **1.7 SPOUSE**

A “spouse” is a person of the same or opposite sex to whom an Employee is married or with whom the Employee cohabits, as defined by the Ontario Employment Standards Act.

### **1.8 DEPENDENT**

A “dependent” is a spouse, child, or 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. Dependent eligibility will be determined on a yearly basis, as per the Income Tax Act of Canada.

## **1.9 CO-OPERATIVE MEMBER**

A “member of the Co-operative” or “Co-operative member” is a person who is recorded in the Co-operative’s records as a member in good standing and is, as such, considered to be an owner who may therefore perform work of any kind in and for the Co-operative.

## **1.10 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. schedules any Employees to be present at work; and a “regularly scheduled shift” is defined as any occasion when a particular Employee is ordinarily scheduled to work.

## **1.11 BUSINESS DAYS**

For the purposes of this Agreement, “business days” are Monday to Friday, excluding all statutory holidays.

## **2.0 MANAGEMENT RIGHTS**

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### **2.1 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.

### **2.2 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, including but not limited to the following actions:

- (a) Maintain order, discipline and efficiency among its Employees;
- (b) Make, alter, and enforce from time to time reasonable rules, regulations, procedures, and policies to be observed by its Employees. Management agrees to inform the Employees of such rules, regulations, procedures and policies in writing by standard intra-office communications procedure no later than their effective date. Article 1.6 of the Collective Agreement does not apply to the “in writing” reference in this Article.
- (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
- (d) Exercise all other rights and responsibilities not specifically modified elsewhere in this Agreement.

## **2.3 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 that is fair and equitable.

## **2.4 EMPLOYER'S REPRESENTATIVE**

One individual from the Board of Directors/Employer Group, normally the General Manager, shall be appointed as the Employer's Representative and they will be the primary representative of the Employer to the Union and Employees, and they shall act in a manner that is consistent with the terms of this Agreement and is not arbitrary, discriminatory or in bad faith. The Employer's Representative shall be the Union's primary point of contact for all purposes of this Agreement, except where otherwise explicitly provided herein.

## **3.0 RECOGNITION**

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### **3.1 RECOGNITION**

The Employer and its Employees recognize the Union as the sole and exclusive collective bargaining agent for all its Employees, including temporary Employees as defined by Article 6, located at Toronto, Ontario, save and except Employees who exercise managerial functions. Neither members of the cooperative (other than those hired into the positions described in Appendix A) nor independent contractors are part of the bargaining unit.

### **3.2 SHOP STEWARD**

On an annual basis the Union shall appoint a Shop Steward, who has been elected by and from the members of the bargaining unit as defined in Article 3.1, 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 Union shall notify Management, in writing, of the name of the Shop Steward who has been elected. 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. Where there is no Shop Steward elected or where the Shop Steward requires representation, or a member of the bargaining unit requests, or where the Shop Steward is unavailable, a member of the CUPE 1281 Executive or designated Union representative will be appointed to act as the point of contact with the Employer.

### **3.3 TIME TO INVESTIGATE URGENT GRIEVANCES**

A Shop Steward will be permitted to leave their work for up to sixty (60) minutes during working hours in order to investigate any grievances of an urgent nature.

### **3.4 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, they shall be deemed to have resigned as an Employee effective immediately.

## **4.0 HEALTHY WORK ENVIRONMENT**

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### **4.1 FREEDOM FROM HARRASSMENT AND DISCRIMINATION**

The Union and the Employer agree that they will not tolerate any form of harassment or discrimination in the actions of the Employer, the Employees, or other persons participating in activities at Karma Co-operative.

### **4.2 POLICIES, LAWS, AND REGULATIONS**

The Union and the Employer agree to observe the provisions of the Ontario Human Rights Code, the Ontario Occupational Health and Safety Act, and applicable Municipal By-laws. Any claim by Management, an Employee, or the Union pertaining to a violation of these statutes or any labour relations legislation may be the subject of a grievance, which will be processed in accordance with the Grievance Procedure.

### **4.3 NO DISCRIMINATION: Ontario Human Rights Code**

The Ontario Human Rights Code prohibits discrimination in access to services, goods, and facilities because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability.

The Union and the Employer agree that that, in compliance with this code and its related regulations, there will be no discrimination exercised or practiced with respect to any Employee or other person working, applying for work, shopping, meeting, conducting business, or visiting Karma Co-operative.

### **4.4 NO DISCRIMINATION/HARASSMENT**

The Employer agrees that there shall be no discrimination, harassment, or coercion exercised or practiced with respect to any Employee or applicant for employment by reason of age; race; creed; colour; place of origin; ethnic origin; citizenship; ancestry; political or religious affiliation, beliefs or activities; gender expression or gender identity; sexual orientation; class; marital status; family status; parental status; number of dependents; Acquired Immune Deficiency Syndrome (AIDS), positive Human Immune Deficiency Virus (HIV) test; Union membership or activity; record of offences except where it relates to a bona fide qualification because of the nature of employment; nor by reason of the exercise of any of the rights contained in this Agreement. In respect of the above every Employee has a right to equal treatment with respect to all aspects of employment including, but not restricted to, the distribution of work and opportunity for employment, except where it relates to a bona fide qualification because of the nature of employment.

## **4.5 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 or by agreement between the Employer and the Union.

## **4.6 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 Union and the Employer agree that there will be no forms of harassment exercised or practiced with respect to any Employee or any applicant seeking to become an Employee, by reason of any of the grounds set forth in Article 4.3. Harassment shall be defined as any vexatious comment or conduct that is known or should reasonably be known to be unwelcome, such as:

- (a) Unwelcome remarks, jokes, innuendos, or taunts about a person;
- (b) Insulting gestures or practical jokes of a nature which causes awkwardness or embarrassment;
- (c) Objectionable 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 individual or group;
- (d) Leering (suggestive staring);
- (e) Refusing to talk to, or work with, a person by reason of any of the prohibited grounds;
- (f) Demands for sexual favours or unwanted sexual overtures;
- (g) Unnecessary physical contact, such as touching, patting or pinching;
- (h) Sexual assault;
- (i) Physical assault;
- (j) Unwanted attention of a sexually oriented nature;
- (k) Implied or expressed promise of reward for complying with a sexually oriented request;
- (l) Implied or expressed threat of reprisal, actual reprisal or the denial of opportunity for the refusal to comply with a sexually oriented request;
- (m) Reprisal or threat of reprisal against any grievor, witness or any person involved in the investigation of a grievance under this Agreement;
- (n) Remarks or behaviour that may reasonably be perceived to create a negative working environment.
- (o) 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.

## **4.7 HARASSMENT FROM THE EMPLOYER**

Harassment from the Employer shall be defined as any vexatious comment or conduct, written or verbal that is known or ought reasonably to be known to be unwelcome.

## **4.8 HANDLING OF COMPLAINTS ABOUT EMPLOYEES**

When the subject of a work-related or performance complaint is an Employee, the Employer's Representative shall convey that 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 them from another source.

Any work-related or performance complaint about an Employee, whether expressed by a duly elected or appointed member of the Board of Directors, an Employee, or any person accessing the services of Karma Co-operative, shall be directed to the immediate supervisor of an Employee or the Employer's Representative. Such complaints shall not be expressed in a public forum and shall be conveyed with due regard to confidentiality and dignity. If the complaint is of an extreme nature, such as behavior that poses an immediate threat to safety, the complaint may be expressed to the Employee directly and/or in a public forum.

The Employer's Representative may choose to meet with the Personnel Committee of Karma to address a complaint about an Employee. Normally, the Board of Directors will only be provided information about complaints on a "need to know" basis, and any discussions with the Board of Directors regarding an Employee's performance or behavior will be held *in camera* and treated confidentially. Any discipline following such complaints will only be imposed in accordance with Article 13 (Discharge and Discipline).

## **4.9 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.

## **5.0 UNION SECURITY AND DUES CHECK-OFF**

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### **5.1 COMPULSORY MEMBERSHIP**

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

### **5.2 TIME FOR UNION DUTIES**

The Union Steward or the alternate Union Steward, but not both at the same time, 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.

## **5.3 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.

## **5.4 BARGAINING UNIT WORK**

Only Co-operative Members while performing member labour as defined by Karma Co-operative Inc. from time to time and Employees hired according to the process specified in Article 15 (hiring) may perform bargaining unit work, as set out in the job descriptions.

## **5.5 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 sub-local Steward, with a copy sent to the President of the Union via email at [president@cupe1281.ca](mailto:president@cupe1281.ca) and to the CUPE 1281 Local office via email at [staffrep2@cupe1281.ca](mailto:staffrep2@cupe1281.ca) and [office@cupe1281.ca](mailto:office@cupe1281.ca). Where notice or reply to the Employer is required by any provision of this Agreement, such notice will be in writing and sent to the President of the Karma Board of Directors at [president@karmacoop.org](mailto:president@karmacoop.org) and to the General Manager at [manager@karmacoop.org](mailto:manager@karmacoop.org).

## **5.6 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 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.

## **5.7 UNION DUES - ANNUAL STATEMENT**

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

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

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### **6.1 EMPLOYMENT SECURITY**

The Union and the Employer share the objective of providing employment security to the extent possible. The Employer will not contract out bargaining unit work, hire temporary

Employees to do such work, or assign member labour to do such work, if doing so would result in the layoff or termination of bargaining unit members. However, after bargaining unit members have left employment, the Employer may assign member labour to do their work rather than hire new bargaining unit members.

## **6.2 TEMPORARY EMPLOYEES**

Notwithstanding Article 6.1, 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. The Employer further agrees that such Employees are members of the Union, but with limited rights as specified in Section 6.3. Such Employees are hired only:

- (a) to replace a regular Employee on leave as defined in Articles 19 (sick leave) 20 (leave of absence), and 18 (vacations); or,
- (b) where additional work or project, not to exceed one (1) year, requires the hiring of an additional part-time or full-time Employee; or,
- (c) where the Employee is hired under Canada Summer Jobs, Good Foot, or another special grant program by mutual agreement between the Employer and the Union, provided that such employment does not displace the work of permanent bargaining unit members; or
- (d) where the immediate filling of a vacancy is not feasible.

## **6.3 TEMPORARY EMPLOYEE RIGHTS**

A Temporary Employee will be compensated at a rate equal to the starting rate of the position being performed. Furthermore, the Temporary Employee 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. However, for the first thirteen (13) weeks, they are subject to exceptions as specified below:

- (a) Temporary Employees have no rights concerning layoff procedures as defined under Article 16, 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 12 while they remain temporary Employees; however, if they become regular Employees, then the hours they worked while temporary are included in their seniority;
- (c) Temporary Employees have rights to any leaves guaranteed by the Employment Standards Act. In addition, they 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 20.3;
  - ii. Sick Leave, as defined in Article 19;
- (d) Temporary Employees do not receive severance pay under the Cessation of Operations/Severance provision (Article 22), except as provided by the ESA; and
- (e) Temporary Employees do not receive benefits (Article 24), except as specified under the existing policy of the Benefits Provider.

## **6.4 NOTIFICATION**

Where an appointment is made under Article 6, the Employer will notify the Union.

## **6.5 DURATION OF TEMPORARY EMPLOYMENT**

Unless agreed otherwise in writing between the Union and the Employer, no temporary Employee may continue employment past fifty-two (52) weeks. In the absence of such an agreement, if the Employer continues the employment of a temporary Employee past fifty-two (52) weeks, that continuation will be construed as the hiring of the Employee permanently into the position that the Employee was temporarily filling.

## **7.0 ACQUAINTING OF NEW EMPLOYEES**

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### **7.1 INFORMING APPLICANTS FOR EMPLOYMENT**

The Employer agrees to inform applicants for bargaining unit positions that a Union Agreement is in effect, and the conditions of employment require membership in the Union, as described in Article 5, Union Security and Dues Check-off.

### **7.2 EMPLOYEE INTRODUCTION TO UNION**

Upon any Employee's beginning 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 or her to the Shop Steward as soon as their mutual schedules allow. 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, including providing details of the health care benefits that Employees receive.

### **7.3 BOARD OF DIRECTORS INTRODUCTION TO UNION**

At the Union's request, representatives from the Union will meet with the members of the newly elected Board of Directors after the Directors take 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.

### **7.4 COPIES OF NEW COLLECTIVE AGREEMENT**

At the end of each round of collective bargaining, the Employer shall provide a finalized digital copy of the Collective Agreement for signing, which the Union shall distribute as follows: one (1) copy to the Employer's Representative, one (1) copy to the Shop Steward, one (1) copy to the CUPE Local 1281 office, and one (1) copy to the Ministry of Labour. Additionally, the Employer shall ensure each Employee has access to an in-store hard copy of the Collective Agreement within one (1) week of signing the Agreement.

## **8.0 UNION/EMPLOYER DISCUSSIONS**

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### **8.1 STRUCTURE OF MEETINGS**

Upon the request of either Management or the Union, informal Union/Employer meetings will be regularly scheduled for up to one (1) hour on a quarterly basis between the two assigned representatives of the Employer (General Manager and another person) and the two assigned representatives of the Union (one Stop Steward and another bargaining unit member), which will comprise the Labour Management Committee, 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 parties with an agreed to agenda available before meetings.

### **8.2 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.

### **8.3 OUTCOMES**

Minutes and outcomes of Union/Employer discussions shall be provided to both the Union Steward and the Employer.

### **8.4 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.

## **9.0 NEGOTIATIONS, BARGAINING, AND PARTY ASSISTANCE**

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### **9.1 NEGOTIATING COMMITTEES**

When this Agreement is re-negotiated, the Union will be entitled to select a negotiating committee of no more than two (2) Karma bargaining unit Employees and one (1) member selected by the CUPE 1281 Executive to act as the Union's designated representative. The Employer will be entitled to select no more than three (3) and no less than two (2) Karma representatives. Each side will advise the other of the names of the members of their respective committees within five (5) working days from the time notice to bargain is given by either party.

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 alternate is free to sit in on meetings even when not acting as a regular member of the team.

## **9.2 PARTY ASSISTANCE**

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 the assistance at the negotiations of one person of its choosing, in the form of a third regular member of their team. Either party may choose to have such assistance, even if the other party declines to have such assistance.

## **9.3 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.

## **9.4 UNION ASSISTANCE NOT LIMITED TO NEGOTIATIONS**

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 10. 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.

# ***10.0 GRIEVANCE AND RESOLUTION PROCEDURE***

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## **10.1 DEFINITION**

A Grievance will be defined as any difference arising out of the interpretation, application, or alleged violation of this Agreement, when that difference cannot be resolved through less formal discussions between Management and the Union.

## **10.2 TYPES OF GRIEVANCES**

- (a) **Individual Grievances:** A grievance initiated 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(s).

## **10.3 NOTICE OF GRIEVANCE**

A Notice of Grievance will include all of the following:

- (a) The type of grievance, as defined in Article 10.2;

- (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;

#### **10.4 RESOLUTION PROCESS STARTING POINT**

Individual Grievance and Group Grievances begin at Step One as defined in Article 10.5. Policy Grievances and those pertaining to Layoffs under Article 16 shall begin at Step Two as defined in Article 10.5.

#### **10.5 GRIEVANCE RESOLUTION PROCESS**

All grievances will be dealt with in the following manner, except for Employer grievances, which shall start at Step Two:

- (a) Step One:
  - i. The party initiating the grievance will file a written Notice of Grievance as defined in Article 10.3 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 4 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 Union. 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 Union 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 Union or the Employer within twenty (20) business 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) business 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 11.

## **10.6 TIME LIMITS**

The time limits defined in Article 10.5 may be extended by mutual agreement in writing between the Union and the Employer.

## **10.7 EMPLOYER GRIEVANCES**

The Employer shall have the right to originate grievances on behalf of the Employer and to seek adjustment with the Union in the manner provided for in this Article. Such grievances shall be initiated at Step Two of the grievance procedure and may proceed to Arbitration.

## **10.8 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.

## **10.9 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.

## **10.10 TIME OFF TO ATTEND MEETINGS RELATED TO GRIEVANCES**

The Employee who is the subject of an individual grievance may attend meetings with the Employer, including any arbitration hearings, held to resolve that grievance. The Employee will be scheduled in such a way as to not lose any work hours as a result of his or her attendance at such hearing. If such rescheduling is not possible, the Employee shall earn their normal wages for the time spent attending the meeting.

## **10.11 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.

## **11.0 ARBITRATION**

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### **11.1 SELECTION OF AN ARBITRATOR**

- (a) The Union and the Employer will meet within ten (10) working 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 within twenty (20) working days a place, time and date for the hearing, such hearing to be held within one hundred and twenty (120) days of such request.
- (c) Where a single arbitrator does not accept the request to arbitrate, or where they are unable to set a hearing date within the time limits stipulated, the Union and the Employer will meet within ten (10) working days to select another arbitrator.
- (d) Where the Union and the Employer are unable to agree on a single arbitrator within ten (10) working 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.

## **11.2 ARBITRATOR'S AUTHORITY & PROCESS**

- (e) 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.
- (f) The Arbitrator will determine their own procedure, but will give full opportunity to all parties to present evidence and make representation.
- (g) The Arbitrator will not have the power to alter or amend any provision of this Agreement.
- (h) The Arbitrator will have the power to modify penalties.
- (i) The Arbitrator will have jurisdiction to determine whether a grievance is grievable.

## **11.3 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) working days from the dating of the decision, to have them 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 11.4 below also applies to costs incurred under this clause.

## **11.4 ARBITRATOR'S EXPENSES**

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

## **11.5 ACCESS TO THE WORKPLACE**

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.

## **11.6 TIME LIMITS**

The time limits defined under Article 11 may be extended by mutual agreement in writing between the Union and the Employer.

## **12.0 SENIORITY**

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### **12.1 DEFINITION**

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

### **12.2 PROBATIONARY PERIOD**

A newly hired Employee will be on probation for a period of three (3) months 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. Probationary Employees may be discharged at any time during the probationary period; however, as required by the Employment Standards Act, notice will be provided, or pay in lieu of notice, if the Employee is discharged after 3 months' employment. After completion of the probationary period, seniority will be effective from the last date of hire. If a temporary Employee is subsequently hired without interruption of employment as a probationary Employee, then the time present on the job as a temporary Employee will count towards the probationary requirement.

### **12.3 SENIORITY LIST**

The Employer will maintain a seniority list showing the Classification and the number of hours worked from date of hire for each Employee in the bargaining unit, at least annually and as required in conjunction with a job posting. This list will be made available upon request by the Union.

### **12.4 ACCUMULATION OF SENIORITY DURING LEAVES OF ABSENCE**

When an Employee is absent from work for an approved or sanctioned leave of absence, whether that leave is specified in this Agreement or otherwise guaranteed by the Employment Standards Act, then seniority will never be lost, and for some leaves it will continue to be accrued. For a paid leave, no special provision is required, as worked hours always accrue as seniority. For an unpaid Pregnancy, Parental, Reservist, or Family Medical Leave, the Employee's average weekly hours of seniority earned during the thirteen (13) weeks of employment prior to the beginning of the leave (or since the date of hiring, if that

was less than thirteen (13) weeks prior to the beginning of the leave) will be accumulated as additional seniority for each week of the leave. For any other unpaid leave, no seniority will be accrued.

## **12.5 LOSS OF SENIORITY**

An Employee will lose all 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.

## **13.0 DISCHARGE AND DISCIPLINE**

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### **13.1 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 their job or the demeanor expected of Employees working for Karma.

### **13.2 MEETING TO ADVISE OF WARNING**

Prior to issuing the Written Warning as defined in Article 13.3, Management shall within five (5) working days of the act or incident in concern, give notice to convene a meeting with the Employee to inform them of such action. The act or incident may be the latest of a series of similar acts or incidents, no single one of which the Employer considered important enough to warrant a warning. 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, then all documentation pertaining to the incident or act will be destroyed.

### **13.3 WARNINGS**

The Employer will provide the Employee and the Union with a copy of any written warning affecting the Employee within ten (10) working days following a meeting as outlined in Article 13.2. This warning must be in writing, in digital or hardcopy format. 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.

### **13.4 RESPONSE TO WARNING**

An Employee receiving a written warning may respond in writing, in digital or hardcopy format, within five (5) working 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.

### **13.5 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 a copy of their personnel file upon request.

### **13.6 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.

### **13.7 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.

### **13.8 WRITTEN NOTICE OF DISCIPLINE**

Within five (5) working days of the meeting in Article 13.6 above, the Employee will be issued a written statement, in digital or hardcopy format, as to the discipline implemented and the reasons for same by the Employer, who will also provide a copy to the Union.

### **13.9 JUST CAUSE**

No Employee will be disciplined or discharged without just cause.

### **13.10 JUST CAUSE FOR DISCHARGE AFTER LEAVE OR LAYOFF**

In addition to any other just cause for discharge, an Employee will be discharged for cause under any of the following circumstances:

- (a) The Employee fails to return to work within one (1) week following a layoff and after being notified by phone and email to do so. However, on one (1) occasion only during a layoff, if through proven sickness or other just cause mutually agreed to with Management, the Employee cannot return to work as requested, then the Employee will not be discharged. 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.
- (b) The Rehire Limit as defined in Article 16 (layoff and recall) has passed.
- (c) 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.

- (d) The Employee fails to return upon the completion of any leave of absence except for reasons satisfactory to the Employer.

### **13.11 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 10.5(b).

### **13.12 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 misconduct 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 13.

### **13.13 INDEMNIFICATION FOR FOLLOWING COMPANY DIRECTIVES**

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.

## **14.0 STRIKES AND LOCKOUTS**

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### **14.1 NO STRIKES OR LOCKOUTS**

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

### **14.2 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 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.

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

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### **15.1 DEFINITION OF VACANCY**

For the purposes of Article 15, "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 regular position created by the Employer which has yet to be hired for the first time. The filling of vacancies for temporary positions will not be subject to any provision under this Agreement.

### **15.2 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.

### **15.3 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 16 (Layoff and Recall) must be satisfied prior to undertaking the hiring process.

### **15.4 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, work schedule, wage rate, the method for properly applying, the preferred format for applications, and the deadline by which applications must be submitted.

### **15.5 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. Management agrees to prioritize qualified internal applicants for interviews and to conduct these interviews prior to making a final hiring decision.

### **15.6 HIRING DECISION**

In accordance with Article 2.2(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.

## **15.7 STARTING WAGES**

On hiring, all new hires shall be placed at the lowest wage step for the position, 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 in the same position will be at a lower step. If necessary, Management can move one or more Employees up one or more steps in the schedule in order to accommodate such placement for the new Employee.

## **15.8 TRANSFERRING INTO BARGAINING UNIT FROM MANAGEMENT**

Any current Karma Co-operative Inc. Employee transferring from outside the bargaining unit into the bargaining unit shall be paid the higher of their pre-transfer rate or the applicable wage rate for their new position unless such rate is higher than the highest wage rate normally available for unionized staff, as set out in Appendix B, in which case the employee transferring into the bargaining unit shall be paid the highest Step wage as listed in the wage grid in Appendix B. The hours worked by the Employee for work outside the bargaining unit will not be counted towards the Employee's seniority in the bargaining unit.

## **15.9 TRAINING PERIOD**

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 their position, including general office orientation and an introduction to policies and procedures.

## **15.10 ACCESS TO AVAILABLE ON-GOING SHIFT SCHEDULES**

From time to time, Management may want to add additional hours or shifts or make other adjustments to the work schedule (but not including an involuntary reduction in hours). In such cases where the additional hours or shifts will be less than four (4) hours, Management will discuss the new schedule at a meeting of the Employees affected and attempt to find a new assignment of Employees to schedules that is satisfactory to those Employees. In the event that there is a disagreement about schedules that cannot be resolved by mutual agreement, or in the event that the change is greater than four (4) hours, preference in the choice of schedule will be given to Employees in order of their seniority.

It is Management's responsibility to find a shift replacement.

## **16.0 LAYOFFS AND RECALLS**

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### **16.1 SENIORITY AND SECURITY**

The Union and the Employer recognize that job security should increase in proportion to the number of hours worked 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.

## **16.2 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 in advance, or will issue equivalent wages for the period in lieu thereof. This provision does not apply to Employees within their first three (3) months of employment.

## **16.3 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 (5) working days in advance. Employees on layoff will not accrue any additional vacation days from the date of layoff.

## **16.4 RECALL LIMIT AFTER LAYOFF**

The Employer will be required to make a decision whether or not to recall an Employee on layoff within four (4) months of the effective date of the layoff. Where the Employer decides not to recall the Employee, the Employee's employment with Karma Co-operative Inc. will cease, and any benefits or payments owing to the Employee will be paid in accordance with article 12.2 of this Agreement.

## **16.5 RECALL ORDER**

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

## **16.6 REDUCTION IN HOURS**

In the event of an impending reduction of an Employee's hours greater than four (4) hours or 20% of regularly scheduled hours, whichever is greater, the Employer will provide written notice to the affected Employee no less than fourteen (14) calendar days prior to the reduction of hours, or will issue equivalent wages for the reductions in lieu thereof.

## **16.7 RECALL OF THE REDUCED HOURS EMPLOYEE(S)**

Where the Employer intends to add a shift(s) that is four (4) hours or 20% of the previously reduced hours, whichever is greater, for a period of more than one (1) month, it will first offer the hours to the affected Employee in order of seniority, provided such Employee is available to do the work.

## **17.0 PAID HOLIDAYS**

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### **17.1 PAID HOLIDAYS**

Employees shall be given the following paid holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, National Day of Truth

and Reconciliation, (Thanksgiving Day, Christmas Day, December 26, and all other days proclaimed as paid statutory holidays by either of the Federal or Provincial governments.

The workplace will normally be closed on Provincial statutory holidays. Employees may accept or decline work on holidays when the workplace remains open and be compensated as per Article 21.7.

## **17.2 HOLIDAYS DURING VACATION**

If the paid holiday defined under Article 17 falls within the vacation period assigned to or chosen by the Employee, such day will not be counted as a vacation day.

## **17.3 RELIGIOUS HOLIDAYS**

The Employer recognizes that an Employee may wish, for religious reasons, to observe holidays other than those listed under Article 17.1. 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 18.5a), and Management will make every effort to accommodate where possible.

## **18.0 VACATIONS**

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### **18.1 VACATION YEAR**

Employees are entitled to vacation in accordance with this article. For vacation purposes, the 'vacation earning' year shall be the calendar year, except for the employee's first year of employment during which vacation accrual will be pro-rated from date of employment (anniversary date) to December 31.

### **18.2 VACATION ENTITLEMENT ACCRUAL**

- (a) Employees are entitled to vacation according to the following schedule:
  - (i) 0-2 years of service: Two (2) weeks' vacation per year, based on the anniversary date of the Employee's hire
  - (ii) 2-5 years of service: Three (3) weeks' vacation per year based on the date upon which the Employee reached this new threshold
  - (iii) 5+ years of service: Four (4) weeks' vacation per year based on the date upon which the Employee reached this new threshold

Vacation entitlement must be taken in the year it is earned, except as specified in Article 18.4. However, this clause shall not prevent Management from paying an Employee for any vacation time not taken when circumstances beyond an Employee's control prevent the Employee from completing vacation during the year earned.

Vacation pay for each week of vacation entitlement shall be calculated as the equivalent of the pay earned for the estimated number of normal average hours worked per week, excluding overtime, during the entitlement year.

In the event that an Employee leaves the employ of Karma Co-operative Inc., all appropriate adjustments for either the payout of additional vacation pay or the deduction for overpayment of the same shall be made when employment ends.

The parties agree that no Employee shall receive vacation earnings other than at the time of taking vacation, except as specified in Articles 16.3, when beginning Layoff, and 20.6(c), when beginning Pregnancy or Parental Leave.

Sick leave may be substituted for vacation where an Employee becomes sick or requires medical attention while on vacation. In such instances, the initial return to work date is unchanged, but the amount of paid sick leave used is added back into the Employee's vacation bank to be used at a future date.

If a paid holiday defined under Article 17 falls within the vacation period assigned to or chosen by the Employee, such day will not be counted as a vacation day.

**(b) UNPAID TIME OFF**

In addition to Unpaid General Leave (Article 20.10), an employee may request additional unpaid vacation days during the year, for less than two weeks at a time. The granting of such leaves will be subject to Management's discretion in consideration of operational requirements, and Management is under no obligation to grant such requests. Such a leave will be granted only if another Employee can be found to cover the shifts of the Employee requesting leave. Management will not themselves cover the shifts of an Employee requesting such a leave. With the consent of Management, an Employee requesting such a leave may make arrangements with other Employees to cover their shifts, provided the shift schedule for the period for which the leave is requested has been posted.

### **18.3 PROBATIONARY VACATION ENTITLEMENT**

New Employees may use up to one (1) day of vacation entitlement per month during their first three (3) months of employment, to a maximum of three (3) days. Full access to accrued vacation entitlement under Article 18.2(a) shall be available after three (3) months of employment.

### **18.4 CARRY OVER OF VACATION ENTITLEMENT**

Employees who are entitled to greater than two (2) weeks' vacation may carry forward, until the end of the first quarter of the following entitlement year, any amount of vacation entitlement above two (2) weeks. Vacation entitlement that remains unused as per the above clauses shall be deemed to have been forfeited. However, this clause shall not prevent Management from providing a pay adjustment or from extending the vacation deadline when circumstances beyond an Employee's control prevent the Employee from completing vacation before the end of the first quarter of the following entitlement year.

### **18.5 VACATION BANK REPORTS**

On a quarterly basis, at least two weeks before each long-range vacation deadline, the Employer shall provide all employees with a written report of their vacation accrual for the entitlement year. The information provided in the report shall include total accrual amount

provided in the previous quarterly report, the number of vacation hours used to date, and the total vacation entitlement available.

Employees may request an update on their vacation accrual at any time outside of the regular quarterly reports. The Employer shall provide the requested information within a reasonable timeframe.

## **18.6 VACATION REQUESTS**

Employees must request vacation in writing, via email, to the General Manager at [manager@karmacoop.org](mailto:manager@karmacoop.org) and Assistant Manager at [assistantmanager@karmacoop.org](mailto:assistantmanager@karmacoop.org), according to the deadlines listed in Article 18.7. It will be assumed that all vacation requests are for paid vacation, unless otherwise specified as unpaid time off by the Employee.

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

- (a) The granting of vacation requests will be subject to management's discretion in consideration of operational requirements. In the event that, by the end of the third quarter of an entitlement year, an Employee has not requested and been granted approval for vacation to be taken, 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 following entitlement year. 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.

## **18.7 SENIORITY AND VACATION SCHEDULING**

### **Long-Range Vacation Requests**

Long-range vacation requests are those submitted before the deadline for the scheduling period in which the vacation begins. The Employer will administer long-range vacation scheduling for four (4) scheduling periods during the year.

Requests submitted by the applicable deadline (see below) will take priority over any short-range requests submitted after the deadline. The Employer must respond to all long-range vacation requests within ten (10) business days of the relevant deadline. Employees may also request vacations that begin in the current period and extend into the next.

If concurrent long-range vacations will cause undue hardship to the Employer's operations, the Employer shall prioritize granting requests based on seniority and family obligations. The only exception to this prioritization for previously approved vacations extending from the previous period into the period in question.

Annual Deadlines for Long-Range Vacation Requests:

- December 1 for vacation from January 1 – March 31
- March 1 for vacation from April 1 – June 30

- June 1 for vacation from July 1 – September 30
- September 1 for vacation from October 1 – December 31

### **Short-Range Vacation Requests**

Short-range vacation requests are those submitted after the relevant long-range deadline. Employees are encouraged to submit requests a minimum of three (3) weeks prior to the requested start date. Short-range requests submitted with less than three (3) weeks' notice may be approved at the Employer's discretion, provided that such approval does not disadvantage other Employees with previously submitted or scheduled requests. The Employer must respond to short-range vacation requests within seven (7) business days.

Employees may request short-range vacations that cross over into the next period. If concurrent short-range vacations will cause undue hardship to the Employer's operations, the Employer shall prioritize granting requests based on seniority and family obligations.

In any case, vacation approvals will be subject to Management's discretion in consideration of operational requirements, though vacation requests will not be unreasonably denied. To prioritize short-term, paid time off, all unpaid time off requests will be treated as short-term requests.

The deadline structure ensures that Employees with lower seniority who plan their vacations well in advance are not disadvantaged by later requests from Employees with greater seniority. It is up to the Employee to decide which type of request best suits their needs. Both requests are to be treated as equally important in the administration of the benefit.

## **19.0 SICK / MEDICAL LEAVE**

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### **19.1 SICK LEAVE**

Sick leave shall be used for personal illness, quarantine, mental health, preventative medical care, or compassionate leave to care for an ill or injured immediate family member.

Employees are entitled to the following sick leave entitlements with pay, calculated based on total paid hours, excluding overtime, during the calendar year, as estimated by the Employee's current normal weekly schedule, averaging the hours for the previous four (4) weeks of work, rounded to the nearest whole hour, as follows:

- Thirty (30) to forty (40) hours per week: ten (10) paid sick days per calendar year
- Twenty (20) to twenty-nine (29) hours per week: eight (8) paid sick days per calendar year
- Ten (10) to nineteen (19) hours per week: six (6) paid sick days per calendar year
- Under ten (10) hours per week: four (4) paid sick days per calendar year
- Probationary Employees: one (1) paid sick day per month during the first three (3) months of employment, after which they will receive their full entitlement based on their employment status.

There shall be no banking of sick leave days from year to year.

Employees must notify the Employer of sick leave as soon as possible, and submit confirmation via email, to the General Manager at [manager@karmacoop.org](mailto:manager@karmacoop.org), Assistant Manager at [assistantmanager@karmacoop.org](mailto:assistantmanager@karmacoop.org), and Bookkeeper at [bookkeeper@karmacoop.org](mailto:bookkeeper@karmacoop.org). It will be assumed that all sick leave requests are for paid leave, unless otherwise specified as unpaid time off by the Employee.

At the end of each calendar year or when employment ends, the Employer shall pay out or deduct any adjustments to sick pay required because the estimated normal weekly schedule differed from the actual average weekly hours worked.

On a quarterly basis, the Employer shall provide all employees with a written report of their sick leave accrual in hours to date and their current projection based on average weekly hours for the entitlement year. The information provided in the report shall include: total accrual amount provided in the previous quarterly report, sick leave used to date, and the total currently projected sick leave entitlement available.

## **19.2 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 19, telephone conversations, voice mail, e-mail and/or text messages will be accepted forms of notification.

## **19.3 MEDICAL CERTIFICATES**

An Employee may be required to produce a certificate from a qualified medical or Paramedical practitioner for any illness in excess of three (3) consecutive working shifts, certifying that such Employee is unable to carry out their duties due to illness. The Employer will pay up to fifteen dollars (\$15) for expenses related to obtaining such certificate.

## **19.4 LONG-TERM DISABILITY LEAVE**

Available sick leave may be used until such time as any long-term disability provision available through the benefits package outlined in Article 24 (Benefits) comes into effect. An Employee who qualifies for long-term disability payments remains an Employee of Karma, on unpaid 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.

## **20.0 LEAVE OF ABSENCE**

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

While exercising any Unpaid Leave for a period greater than one (1) 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 18.2, Sick Leave as defined in

Article 19.2, Paid Holidays as defined in Article 17, and Health Benefits as defined under Article 24, 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. Furthermore, Employees on a General Unpaid Leave as outlined in Article 20.10 shall not be entitled to the Employee Discount and Grocery Purchase Program as defined in Article 24.4.

## **20.2 RETENTION OF SENIORITY**

In no case shall any approved Leave on the part of an Employee, as defined under Article 20, result in a loss of seniority to the Employee. Section 12.4 specifies the circumstances under which an Employee continues to accumulate additional seniority during a leave.

## **20.3 BEREAVEMENT LEAVE**

**Employees will be granted Bereavement Leave with full pay for:**

- (a) Up to seven (7) calendar days upon the death of a partner or immediate family member.
- (b) Up to three (3) calendar days upon the death of an extended family member or close personal friend.
- (c) 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 (2) working days leave without pay.

## **20.4 ELECTION LEAVE**

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

## **20.5 JURY DUTY LEAVE**

Employees will be granted Leave to serve as a juror in any federal or provincial 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 (10) working days of receipt of such payment.

## **20.6 PREGNANCY AND PARENTAL LEAVE**

- (a) Employees will be granted Pregnancy or Parental Leave in accordance with the Ontario Employment Standards Act with the following addition: The Employee commencing Pregnancy or Parental Leave will receive two (2) more weeks of wages commencing with their departure date at the rate of two-thirds (66 2/3%) of their average earnings in the previous thirteen (13) weeks of employment.
- (b) Benefit coverage shall continue while an Employee is on pregnancy or parental 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.

- (c) An Employee may take any vacation entitlement, including the associated vacation pay, at the beginning of Pregnancy, Parental, or Family Medical Leave or may carry over that entitlement until returning to work, whichever the Employee chooses.

## **20.7 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.

## **20.8 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.

## **20.9 UNPAID PUBLIC OFFICE LEAVE**

Employees will be granted Public Office Leave without pay, upon one (1) 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.

## **20.10 UNPAID GENERAL LEAVE**

The Employer may grant a leave of absence without pay for a period of no less than two weeks, and up to one (1) year to any Employee who has worked for at least eighteen (18) months, upon written request at least eight (8) weeks in advance. The granting of such leaves will be subject to Management's discretion in consideration of operational requirements; however permission will not be unreasonably withheld.

The Employer shall confirm the start and end dates of the leave in writing to the Employee at the time approval is provided. An Employee whose approved leave of absence is six (6) months or longer must provide the Employer written notice of intent to return three (3) months prior to the approved return date. No Employee will be granted more than one (1) year of leave under this section (20.10 Unpaid General Leave) over any two (2) year period.

An Employee on an approved general unpaid leave shall inform the Employer in writing prior to engaging in a competing activity within the territory bound by St. Clair Avenue West to the north, College Street to the south, Avenue Road to the east, and Dufferin Street to the west. A competing activity is defined as paid work, including employment and contract work, for a business engaged in retail grocery sales.

An Employee granted a leave under this section (20.10 Unpaid General Leave) shall not be entitled to the Employee Discount and Grocery Purchase Program as defined in Article 24.4 for the duration of their leave.

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

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### **21.1 REGULAR PAY DAYS**

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

### **21.2 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 on the basis of sex or gender or any of the grounds agreed to in Article 4.3 of the Collective Agreement in the matter of appointments and wages for positions.

### **21.3 HOURS OF WORK**

The regular working day shall be a single, continuous shift of eight (8) hours, for full-time and part-time staff, unless otherwise requested by the Employee and Management will attempt to schedule Employees for shifts of that length. Management retains the right to schedule shorter shifts but further agrees that changes to the regular schedule of shifts or any reduction of individual shifts shall only be made for legitimate business reasons. If there is a reduction in individual shifts, the reason for the reduction shall be explained, in writing, to the Union and the Employee at the time such a reduction is introduced (email notification is sufficient).

### **21.4 PAID BREAKS**

Employees shall be entitled to the following paid breaks:

- Shifts of three (3) to five (5) hours: one (1) paid rest break of fifteen (15) minutes.
- Shifts of more than five (5) to eight (8) hours: one (1) paid rest break of fifteen (15) minutes and one (1) paid meal break of thirty (30) minutes.
- Shifts of more than eight (8) hours: two (2) paid rest breaks of fifteen (15) minutes each and one (1) paid meal break of thirty (30) minutes

Employees can combine their meal break and rest break. 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 their meal break with a rest break, and rest breaks will be delayed until a second worker is present. Employees on any break have the right to refuse to work for the duration of the break.

### **21.5 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. Any hours which an Employee offers to work on a holiday, under the terms of section 21.9, will not be included in the weekly total hours for determining whether any of the other hours worked are overtime hours.

## **21.6 OVERTIME COMPENSATION**

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

The Employee will receive one and one half (1½) times their usual wage for each hour of overtime worked. If the Employee wishes, they may then schedule one and one half (1½) hours of unpaid lieu time for each hour of overtime worked. 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.

## **21.7 WORK ON HOLIDAYS**

The Employer may occasionally offer Employees additional work on paid or unpaid holidays. No Employee is required to accept such an offer. Any Employee accepting such an offer shall be paid 1.5 times his or her usual hourly wages, in addition to receiving holiday pay on paid holidays. The hours worked will be considered paid hours for the purpose of accruing seniority, but they will not be included in the calculation of average working hours for determining vacation or sick pay eligibility, nor will they be included in the weekly total hours for determining whether the Employee is eligible for any overtime pay in respect of other hours the Employee worked.

## **21.8 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.

## **21.9 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. The Employer will also pay the full cost of any test, evaluation, or other procedure required to certify that the Employee has successfully completed such instruction.

## **21.10 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 and a certificate of successful completion 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.

## **22.0 CESSATION OF OPERATIONS/SEVERANCE PAY**

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### **22.1 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).

### **22.2 SEVERANCE PAY**

If notice of termination is given under Article 22.1, the Employee will receive severance pay in accordance with the Employment Standards Act OR four (4) weeks, whichever is greater, plus one (1) week's pay for every year of completed service up to five (5) years.

## **23.0 JOB DESCRIPTIONS**

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### **23.1 JOB DESCRIPTIONS**

The Employer agrees to provide in writing to the Union and to the individuals employed in each position the job description for the positions included under Article 3.1.

### **23.2 CHANGES IN JOB DESCRIPTIONS**

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

## **24.0 BENEFITS**

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### **24.1 HEALTH CARE BENEFITS**

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

## **24.2 GROUP PLAN**

Eligible Employees will be part of The Big Carrot Group Plan administered by the People Corporation 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.

## **24.3 ELIGIBILITY**

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

## **24.4 EMPLOYEE DISCOUNT AND GROCERY PURCHASE PROGRAM**

Upon hiring, an Employee is eligible to purchase goods from Karma Co-operative Inc. at twenty-five per cent (25%) 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.

To participate in this plan, each Employee must sign an agreement that any NSF or other charges associated with a cheque for which payment was refused, 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 use and shall be kept to reasonable amounts.

The "marked price" refers to the original retail price prior to the application of any discounts. In cases where a product is offered to the general membership at a discount greater than twenty-five percent (25%), the Employee shall be eligible to purchase the item at the greater of the two discounts.

The Employer reserves the right to withdraw this privilege from an Employee if in its opinion it has been abused by the Employee.

## **24.5 PAY ADVANCES**

Pay advances of up to three hundred dollars (\$300) can be requested from Management on duty. To receive such an advance, the Employee must sign an agreement that the advance will be repaid in full by automatic payroll deduction in conjunction with the next payroll date following the loan, unless repaid earlier. It is understood that only one (1) such advance per Employee is to be made during any calendar month.

## **25.0 WORKPLACE HEALTH AND SAFETY**

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### **25.1 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.

## **25.2 EMERGENCY/FIRST AID TRAINING**

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

## **26.0 TECHNOLOGY AND WORKPLACE CHANGES**

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### **26.1 UNION NOTIFICATION OF CHANGES**

The Employer shall take adequate steps to notify all Employees, and the Union, six (6) weeks before the introduction of any technological changes that affect the rights of Employees, conditions of employment, wage rates or workloads.

### **26.2 WORK DISPLACEMENT**

When a position as defined in Appendix A (Job Classifications) is eliminated by virtue of technological change or mechanization, the Employee will be given the opportunity to fill other positions as defined under Article 15 or to elect to be terminated from employment and accept the severance provision of Article 22.2.

### **26.3 INTRODUCTION OF NEW TECHNOLOGIES**

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. The Employer agrees to provide adequate training in all technologies, procedures and workplace policies to ensure Employees have the opportunity to learn to perform the duties assigned to them. If after such training period the Employer deems that the Employee is unable to acquire the new skills and knowledge necessary, the Employee will be given an opportunity to fill other vacant positions as defined in Article 15, or elect to be terminated from employment and accept the severance provision of Article 22.2. 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 their training program and is deemed to be unable to do the job.

## **27.0 DURATION OF THIS AGREEMENT**

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### **27.1 DURATION**

This Agreement will continue in force and effect from June 1, 2025 until May 31, 2028.

## 27.2 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, an invitation to begin bargaining for an amended or new Collective Agreement. At the option of the party providing the notice, such notice to bargain may be accompanied by proposed terms for a new further Agreement 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 unless otherwise agreed by the two parties. At such meeting, the parties will commence negotiations on the proposed amendments and/or terms of a new Agreement.

## 27.3 EXTENSION OF THIS AGREEMENT

Failing Agreement by May 31<sup>st</sup> 2028 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.

In witness whereof, the parties hereto have caused this Agreement to be signed by its duly authorized representatives in the City of Toronto this \_\_\_\_\_ day of \_\_\_\_\_, 2025

### For the Employer:

Sharon Mandair  
Sharon Mandair (Sep 8, 2025 20:41:25 EDT)

Sharon Mandair  
General Manager, Karma Co-operative Inc.

Zacharie Weingarten  
Zacharie Weingarten (Aug 6, 2025 15:48:05 EDT)

Zach Weingarten  
President, Karma Co-operative Inc.

P.D.  
Paul DeCampo (Sep 8, 2025 20:59:12 EDT)

Paul DeCampo  
Board Vice-President

### For the Union:

M.H.  
Madeleine Hackborn (Jul 30, 2025 15:05:33 EDT)

Madeleine Hackborn  
Steward CUPE L1281

M.B.  
Michael Butler (Jul 30, 2025 15:09:41 EDT)

Michael Butler  
Staff Rep, CUPE L1281

S.D.  
Sam DeFranco (Jul 30, 2025 20:54:17 GMT+1)

Sam DeFranco  
President, CUPE L1281

:t/COPE491

## ***Appendix A: JOB CLASSIFICATIONS***

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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 during the period of this 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.

### **Retail Associate**

**Job Summary:** Retail Associates perform the necessary duties of the overall day-to-day running of the co-operative.

**Organizational Status:** Retail Associates report to the General Manager or Assistant General Manager in their absence, and work alongside other staff. They supervise and coordinate much of the labour of working members and liaise with the Member Records Coordinator regarding member labour and fee payment.

**Hours:** Eight (8) to forty (40) hours per week

#### **Duties Performed:**

- Receive deliveries from suppliers, store products appropriately, check deliveries for discrepancies and report errors to supervisors and/or purchasers in a timely fashion
- Return products, as required
- Keep store inventory software up-to-date with accurate prices and ensure those prices are reflected accurately on store shelves
- Perform membership-related tasks, including educating members of the public about the co-op, promoting membership and enrolling new members and trial shoppers
- Restock, price, store and display products appropriately
- Maintain the produce section
- Open and close the store effectively and efficiently, assuming additional responsibilities when member labour is absent
- Count cash, prepare cash reports, and prepare bank deposits accurately and securely
- Maintain a clean, safe and welcoming store environment
- Operate the cash register as needed
- Provide friendly and helpful customer service to members and non-members
- Assist in-store member labour, including suggesting and explaining tasks, and problem-solving
- Occasionally perform other short-term tasks as requested by Management, considering workload and alignment with job duties.

## **Member Records Coordinator**

**Job Summary:** The Member Records Coordinator manages all aspects of the Co-op's membership records and ensures accurate tracking of fees, work hours, and member status.

**Organizational Status:** The Member Records Coordinator reports to the General Manager, or Assistant General Manager in their absence, and works alongside other staff.

**Hours:** Three (3) to six (6) hours per week.

### **Duties Performed:**

- Manage the membership database, including creating new membership accounts, new trial shopping accounts, and resigning accounts;
- Manage financial records related to membership fees payments, loan payments, and refunds;
- Add new members and trial shoppers to mailing list;
- Record and input members' weekly in-store work hours, and monthly committee hours;
- Reconcile accounts, including switching members to non-working status when overdue in hours or fee payments;
- Communicate with members in person and by email regarding fees, loans, member labour hours, and other account matters;
- Create reports as assigned by the General Manager.

## **Floor Supervisor/Purchaser**

**Job Summary:** The Floor Supervisor/Purchaser supports daily store operations, maintains the appearance and function of the sales floor, and serves as a key point of contact for Retail Associates and Management.

**Organizational Status:** The Floor Supervisors report to the General Manager, or Assistant General Manager in their absence, and work alongside the other Purchasers and staff.

**Hours:** Thirty-five (35) to forty (40) per week.

### **Duties Performed:**

- Create and manage floor displays;
- Order products as assigned
- Maintain contact with suppliers to ensure consistent, high-quality, and competitively priced stock
- Ensure product shipments are received, update inventory software with accurate costs, and ensure accurate signage
- Plan and manage monthly specials and communicate these to Management and other Purchasers, and educate Retail Associates about feature products
- Monitor inventory levels and report stock issues and/or delivery updates
- Assist in training new staff on store operations, policies and procedures;
- Provide support, set daily priorities and delegate tasks to Retail Associates
- Assist with training staff
- Oversee daily store operations

- Direct and assist with in-store member labour
- Act as primary contact for suppliers and delivery personnel
- Process returns and request credits as needed
- Source, track, replace and update products as needed from a large supplier base
- Research and engage new suppliers to improve offerings
- Maintain accurate pricing in inventory software and on shelf labels
- Source, track, procure, replace and update products as needed from a large supplier base;
- Ensure products align with Karma's product policy;
- Forward member product requests to Management for review and/or approval
- Assist with Retail Associate duties, as required;
- Occasionally perform other short-term tasks as requested by Management, considering workload and alignment with job duties.

## **Communications & Social Media Coordinator**

Karma Food Co-op Karma Food Co-op will turn 50 in 2022 and is one of the longest-serving food co-ops in Ontario. We are hiring a new position, Communications and Social Media Coordinator, to help raise Karma's profile, better engage our membership, attract new members and customers, and build a strong community of followers across our social channels.

**Job Description:** We are seeking a Communications & Social Media Coordinator to implement Karma's communications and social content for visibility and engagement of our membership, to reach new members whose values align with our co-op's, and to introduce them to our store and community.

As the Communications Coordinator, you will be responsible for managing Karma's online voice, which is at the heart of everything we do. Through storytelling, you will develop content anchored in our values and community. You will collaborate with Karma members, staff, and the Marketing & Communication Committee to develop tools and processes to make marketing and communications easier for staff and members to implement. For instance, tasks will include developing an image and content library, an annual social calendar, etc.

### **Job Responsibilities:**

The Coordinator will report to the General Manager and/or Assistant General Manager. The primary role will be to develop word and image content by working closely with staff and the Marketing & Communications team on communications and social media strategies to increase awareness of Karma, grow its followers and drive traffic to our website and into the store.

- Build, manage, and maintain Karma's social media presence on various platforms
- Create new and innovative social media content that attracts prospective members, shoppers, and followers
- Participate in social media discussions and respond to comments about Karma
- Integrate Karma's Chronicle content into other social media channels as well as the retail
- Engage with key social influencers to form good relationships beneficial to Karma's growth
- Attend online, in-store and community events or experiences to share on socials
- Work with the Marketing & Communications Committee to regularly review social channel analytics, identify improvements, and implement them

- Engage communications experts in Karma's community for regular feedback to support continuous growth and development of Karma communications and social engagement strategies

**Skills and Knowledge Requirements:**

- Knowledge of social media marketing tools including Facebook, Instagram, Twitter, Tik-Tok, Later & Mailchimp
- Excellent verbal and written communication skills
- Ability to write clear and engaging social media content
- Up to date with the latest trends in social media
- Good work ethic, hardworking and flexible
- Be passionate about local, fair trade, and organic foods, as well as zero-waste lifestyle, community building initiatives, and co-operatives
- Have some graphic design experience and savvy with design software, including photography
- Good understanding of communications and marketing strategies preferred

We are looking for an individual to work collaboratively with staff, management and our Marketing & Communications Committee. Please provide your social media handle and LinkedIn profile.

**Job Type:** Part-time unionized position.

**Volunteer Experience:** Social Media coordination, management, and social media content development with 2 years minimum.

**Location:** Remote and in-store to ensure that the communications and social media messages i.e. stories and images (recipes, photos, history, culture, etc.) of squash and pumpkin, for instances, are complemented by in-store displays, signage and a profile on the entrance chalkboard.

**To Apply:** All candidates must provide CV, LinkedIn profile and social media handles, additional portfolio/projects are welcome to send along. Please submit a resume to [manager@karmacoop.org](mailto:manager@karmacoop.org)

**Hours:** Part-time, 10-15 hours per week

**Hourly wages:** To be defined by level of experience, training, and education relevant to the position.

## **Appendix B: WAGES**

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### **Special Wage Adjustment:**

Effective upon ratification, the base hourly wage for all classifications and the wages of all bargaining unit members shall increase by one dollar and forty cents (\$1.40) per hour to ensure wages remain sufficiently above the minimum wage. The Special Wage Adjustment shall replace the June 2025 Annual Wage Adjustment in the first year of the renewed Agreement.

### **Annual Wage Adjustments:**

Effective June 1 of each year, the base hourly wage for all classifications and the wages of all current bargaining unit members shall increase by the Cost-of-Living Adjustment (COLA).

### **Cost-of-Living Adjustment (COLA):**

COLA shall be calculated based on the annual percentage increase in the Consumer Price Index (CPI) for Toronto, as published by Statistics Canada, from April to April of the preceding year, subject to a minimum of two and a half percent (2.5%).

**Appendix B: WAGES**

**KARMA CO-OPERATIVE DRAFT WAGE RATES TO START JUNE 2025**

**RETAIL ASSOCIATE, SOCIAL MEDIA COORDINATOR and MEMBER RECORDS**

Steps	Hours	Source	Current C/A	From June 2025	From June 2026	From June 2027		\$ increase, June 2025 vs May 2025	% increase, June 2026 vs May 2026	% increase, June 2027 vs May 2027 or CPI
Step 1	First 700	Starting Wage	17.34	18.74	19.21	19.69				
								\$1.40	2.50%	2.50%
Step 2	701--1300	Starting Wage	17.60	19.00	19.48	19.96				
								\$1.40	2.50%	2.50%
Step 3	1301--1800	Starting Wage	17.95	19.35	19.83	20.33				
								\$1.40	2.50%	2.50%
Step 4	1801--5000	Starting Wage	18.47	19.87	20.37	20.88				
								\$1.40	2.50%	2.50%
Step 5	5001--8000	Starting Wage	18.79	20.19	20.69	21.21				
								\$1.40	2.50%	2.50%
Step 6	After 8000	Starting Wage	19.35	20.75	21.27	21.80				
								\$1.40	2.50%	2.50%

# KARMA CO-OPERATIVE DRAFT WAGE RATES TO START JUNE 2025

## FLOOR SUPERVISOR

Steps	Hours	Source	Current C/A	From June 2025	From June 2026	From June 2027		\$ increase, June 2025 vs May 2025	% increase, June 2026 vs May 2026	% increase, June 2027 vs May 2027 or CPI
Step 1	First 700	Starting Wage	20.06	21.46	22.00	22.55				
								\$1.40	2.50%	2.50%
Step 2	701--1300	Starting Wage	20.46	21.86	22.41	22.97				
								\$1.40	2.50%	2.50%
Step 3	1301--1800	Starting Wage	20.92	22.32	22.88	23.45				
								\$1.40	2.50%	2.50%
Step 4	1801--5000	Starting Wage	21.44	22.84	23.41	24.00				
								\$1.40	2.50%	2.50%
Step 5	5001--8000	Starting Wage	21.97	23.37	23.95	24.55				
								\$1.40	2.50%	2.50%
Step 6	After 8000	Starting Wage	22.53	23.93	24.53	25.14				
								\$1.40	2.50%	2.50%

## **APPENDIX C: MEMORANDUM OF UNDERSTANDING – HEALTH AND RETIREMENT BENEFITS**

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THIS AGREEMENT, dated the 8th day of May 2025, is made in duplicate

Between:

Karma Co-Operative Inc.  
[Hereinafter referred to as the “**Employer**”]

And

Canadian Union of Public Employees, Local 1281  
[Hereinafter referred to as the “**Union**”]

**WHEREAS** the Parties recognize the importance of substantive and equitable access to mental health care, health benefits, and retirement savings for all Employees;

**AND WHEREAS** the Parties acknowledge that current Health Plan benefits exclude Employees working less than twenty-five (25) hours per week, and wish to reduce inequities created by two-tier benefit structures;

**AND WHEREAS** the Parties are committed to improving Employee well-being, while balancing the financial and administrative constraints faced by the Employer;

**NOW THEREFORE**, the Parties agree that the Employer shall investigate and consider implementing the following benefits when economically feasible, defined as the Employer reaching a 1.5% profitability margin, or at the next round of collective bargaining, whichever occurs first.

1. Mental health service or top-up, including but not limited to:
  - a. Mental health benefits for Full-Time and Part-Time Employees through a third-party provider such as *Homewood Pathfinder: Employee Assistance and Workplace Mental Health* program; or
  - b. Enhanced coverage under the *Group Plan* for currently eligible Employees, including an increase in annual mental health coverage to seven hundred fifty dollars (\$750) for services provided by licensed Psychologists and Social Workers; or
  - c. A separate, tax-deductible Health Spending Account (HSA) with a top-up of up to two hundred fifty dollars (\$250) per year after Employees have used five hundred dollars (\$500) of existing *Group Plan* mental health coverage. This HSA may cover additional mental health providers not currently included in the *Group Plan*, including Psychiatrists and Qualified or Qualifying Psychotherapists.

2. Prorated health coverage for Employees ineligible for the *Group Plan*, including but not limited to:
  - a. A voluntary opt-in to the *Group Plan*, with the Employer contributing a pro-rated share based on the Employee's regular hours of work, and the Employee paying the remainder; or
  - b. A Health Spending Account (HSA) equivalent to the Employer-paid portion of premiums and the Mental Health Top-Up, available for expenses eligible under the *Group Plan and Mental Health Top-Up*; or
  - c. A prorated percentage of salary paid in lieu of benefits, such as one percent (1%) of annual wages.
3. A Registered Retirement Savings Plan (RRSP) program, which may include:
  - a. Employer-matched contributions to an optional RRSP of the Employee's choosing, up to a maximum of one and a half percent (1.5%) of the Employee's regular wages.

The Employer shall consult with the Union before implementing benefits or changing the benefits' administration, eligibility, or structure described herein.

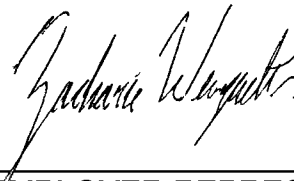
This Letter of Understanding shall be appended to the renewed Collective Agreement and remain in effect for its duration. The Parties agree to review the Letter of Understanding during the next round of negotiations and to consider its improvement, extension, and/or incorporation into the body of the Collective Agreement.

Signed on the 8th day of May 2025.



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UNION REPRESENTATIVE  
Alannah Fricker, Staff Representative  
On behalf of CUPE 1281



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EMPLOYER REPRESENTATIVE  
Zach Weingarten, General Manager  
On behalf of Karma Co-op

## **APPENDIX D: MEMORANDUM OF UNDERSTANDING – VACATION ENTITLEMENT ACCRUAL**

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THIS AGREEMENT, dated the 8th day of May 2025, is made in duplicate

Between:

Karma Co-Operative Inc.  
[Hereinafter referred to as the “**Employer**”]

And

Canadian Union of Public Employees, Local 1281  
[Hereinafter referred to as the “**Union**”]

**WHEREAS** the Parties have agreed to change the method of vacation entitlement accrual from hours worked to years of service, to reduce two-tier arrangements that have disproportionately impacted Part-Time Employees;

**AND WHEREAS** this change may result in some Employees becoming eligible for increased vacation entitlements sooner, while others may experience a delay or potential loss of entitlements they would have earned under the previous system;

**THEREFORE**, the Employer and the Union mutually agree to the following terms:

1. For a period of twelve (12) months following the ratification of the renewed Collective Agreement, no Employee who was employed before the date of ratification shall receive less vacation entitlement than they would have been eligible for under the previous hours-worked accrual system.
2. Where an Employee’s vacation entitlement would be greater under the hours-worked model than under the new years-of-service model during this transition period, the greater entitlement shall apply.
3. This transitional protection shall cease twelve (12) months after the date of ratification, after which the new years-of-service model shall apply to all Employees.
4. The Employer shall, upon request by an Employee or the Union, confirm in writing the applicable vacation entitlement under both systems for any Employee affected during the transition period.

Signed on the 8th day of May 2025.



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**UNION REPRESENTATIVE**  
Alannah Fricker, Staff Representative  
On behalf of CUPE 1281



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**EMPLOYER REPRESENTATIVE**  
Zach Weingarten, General Manager  
On behalf of Karma Co-op