

**Amalgamated Proposed
Collective Agreement Between UFCW Local 12R24 (Contact Centre)
and The Beer Store**

Agreed to Items:

Housekeeping: Agreed June 17, 2019 11:13 am

Change all references to identified gender throughout the collective agreement to gender neutral language such as they /them.

**SECTION 1:
UNION RECOGNITION**

New 1.01 to read: Agreed June 17, 2019 1:43 pm

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees employed at its Beer Store Contact Centres, save persons of a supervisory capacity such as Team Lead or Manager, those above the rank of Team Lead or Manager; having the authority to employ or discharge or discipline employees, as well as the Customer Maintenance Facilitators (CMF).

New 1.02 to read: Agreed June 17, 2019 11:15am

1.02 The Employer hereby consents and agrees to recognize a negotiating committee of employees selected by the Union which may be assisted by representatives of the Union's choice and to deal with the said committee for the purpose of negotiating a new or amended Collective Agreement at the proper time or to deal with any matter properly the subject of negotiations which the parties may mutually agree to discuss during the term of the Agreement.

**SECTION 2:
UNION SECURITY**

New 2.01 to read: Agreed June 18, 2019 1:27 pm

2.01 All employees employed in the bargaining unit as described above, shall, as a condition of employment, become and remain members of the Union.

New 2.02 to read: Agreed June 17, 2019 11:16am

2.02 "Probationary" employees employed in the bargaining unit as described above, shall, as a condition of employment, obtain and maintain permit cards during their probationary period. However, upon completion of their probation, they shall apply for, and maintain, membership in the Union.

New 2.03 to read: Agreed June 17, 2019 11:16am

2.03 The Union agrees that any employee engaged by the Employer to work in the bargaining unit who is satisfactory to the Employer will be allowed to make application

for membership in the Union on payment of the regular initiation fees and monthly dues and will not be denied membership without just cause.

New 2.04 to read: Agreed June 17, 2019 11:16am

2.04 Whenever an employee is suspended or expelled by the Union, the Union will give the Employer, in writing, the reason for such action.

New 2.05 to read: Agreed June 18, 2019 1:29 pm

2.05 The Employer will accept dues deduction forms on a voluntary revocable basis for employees who have successfully completed their probationary period, for dues. The Employer will accept on thirty (30) days' notice from recognized Local Union Officers, changes in the weekly dues for members who have submitted dues deduction forms. Such changes to not be more frequent than three (3) per year per class of employee. The Union agrees to supply the Employer with a current list of recognized Union Officers.

New 2.06 to read: Agreed June 17, 2019 11:17 am

2.06 All funds shall be remitted to the Union Secretary not later than the twentieth (20th) day of the following month for weekly and hourly deductions; together with a list, in duplicate, of the employees covered.

**SECTION 3:
HIRING PRACTICES**

New 3.01 to read: Agreed June 19, 2019 7:42 pm

3.01 Effective January 1, 2020, there will be three (3) classes of employees:

(a) "Regular" employees mean those so classified under the terms of the Collective Agreement.

a. Beer Store Contact Centre to have five (5) full time employees

(b) "Permanent Part-Time"

a. Beer Store Contact Centre to have two (2) PPT employee

All other employees will be classed as "Part Time"

New hires into the Part Time Classification will have employee status after having successfully completed a ninety (90) day probationary period. New hires who fail to perform satisfactorily will not be offered any further hours of work and will be separated from employment. Such decisions to terminate will be reduced to writing and will be made with due consideration and not in an arbitrary or discriminatory manner.

During the probationary period the termination of a Part-Time Employee shall be at the sole discretion of the employer and may not be made the subject of a grievance or arbitral review.

New 3.02 to read: Agreed June 19, 2019 9:38 am

3.02 It is recognized by the Union and the Employer that it is to the advantage of both parties to maintain as stable a regular staff as conditions will permit. It is agreed, therefore, that the Employer must be free to employ "part time" employees for seasonal, casual or part-time work.

New 3.03 to read: Agreed June 19, 2019 10:56 am

3.03 The Company agrees to maintain the staffing numbers for Full-Time as listed in 3.01. In the event that one of these positions becomes available as a result of retirement, death, voluntary exit, dismissal or promotion to positions outside of the bargaining unit, the Company agrees to replace them within thirty (30) days. Should the Contact Centre be in a proven over staffing situation, this clause will not apply.

New 3.04 to read: Agreed June 17, 2019 11:18 am

3.04 The Company will deduct a one-time union initiation fee of five (5) dollars after the probationary period for all employees hired after the date of ratification.

**SECTION 4:
HOURS OF WORK &
OVERTIME CONDITIONS**

New 4.01 to read: Agreed June 17, 2019 11:18 am

4.01 Conditions of the Employer's business are such that the London location must be operated for hours that are longer than the basic hours of work.

New 4.02 to read: Agreed June 19, 2019 1:28 pm

4.02 The basic work week shall consist of five (5) eight (8) hour shifts, Monday to Sunday.

Shifts will be scheduled to 30 or 60 minute increments.

Any time worked in excess of basic hours in any one (1) day shall be paid for at time and one-half of the basic wage rate. Any time worked in excess of basic hours in any one (1) week shall be paid for at time and one-half of the basic wage rate.

New 4.03 to read: Agreed June 19, 2019 9:40 am

4.03 During a week in which a paid holiday occurs, the basic hours of work shall be reduced by one (1) eight (8) hour day.

New 4.04 to read: Agreed June 17, 2019 11:41 am

4.04 An employee will not be paid at the rate of double time or time and one-half and at the rate of time and one-half for the same hour worked.

New 4.05 to read: Agreed June 17, 2019 11:41 am

4.05 Overtime is to be calculated on the following basis:

- 15 minutes and over equals 1/2 hour;
- 45 minutes and over equals 1 hour.

New 4.06 to read: Agreed June 17, 2019 11:18 am

4.06 It is agreed that it is the function of the Employer to determine when overtime is necessary and to schedule overtime work. However, both parties agree that overtime as such is undesirable, and every effort will be made to keep it to a minimum in relation to the above circumstances.

When the Company deems that overtime is necessary, the employee must be immediately available and present when overtime is assigned. Such overtime will be assigned at the end of a shift. The method of posting will be determined locally by mutual agreement.

New 4.07 to read: Agreed June 17, 2019 11:18am

4.07 It may be necessary for an employee to work on what would have been their day off. However, they may be excused provided that satisfactory arrangements can be made.

New 4.08 to read: Agreed June 18, 2019 8:11 pm

4.08 It is agreed that it is the function of the Employer to schedule regular hours of work. On each Wednesday before 12:00 (noon), the schedule of hours to be worked on each day of the following one (1) week shall be posted with a copy to the Local Union on request.

New 4.09 to read: Agreed June 18, 2019 5:15 pm

4.09 "Regular" employees who are not on layoff status will not be employed on a split shift basis, i.e. will be scheduled for consecutive hours including lunch period.

New 4.10 to read: Agreed June 18, 2019 9:34 am

4.10 Employees will be given work assignments which permit them to take thirty (30) minutes off for lunch at a reasonably scheduled time each day.

New 4.11 to read: Agreed June 18, 2019 5:15 pm

4.11

- a. Part-Time Employees will be offered scheduled shifts based on seniority. Part-Time Employees who are considered to be unrestricted will be offered hours before any Part-Time employee who is restricted.
- b. Unrestricted employees are defined as those who are available for any and all work assignments during the basic work week.

- c. Newly hired employees will be considered to be restricted until April or October following the completion of their probationary period when they may exercise their option to restate their availability to unrestricted.
- d. Availability Forms are to be completed by each employee in April and October of each year. Copies of Availability Forms will be provided to the Union upon request. The Company will post and maintain the lists of unrestricted and restricted employees.
- e. Employees may change their "unrestricted" status to "restricted" status at any time. An employee who becomes restricted will be allocated hours of work among restricted employees in accordance with their date of hire.
- f. Employees may change their "restricted" status to "unrestricted" status in April or October only. An employee who becomes unrestricted will be allocated hours of work among unrestricted employees in accordance with the date they became unrestricted.
- g. Part-Time Employees shall be afforded the opportunity to schedule vacation in accordance with their seniority.
- h. Where additional hours are created in addition to the original schedule due to absenteeism, emergencies, unforeseen conditions, etc., these hours shall be assigned by Management.
- i. Employees will be scheduled to a minimum shift length of three (3) hours. If an employee reports to work for a shift, but is not needed, they will work, or be paid a minimum of three (3) hours.
- j. When the availability of an unrestricted employee changes for a period of greater than 4 consecutive weeks for reasons other than illness or injury, that employee shall be considered to have restricted availability. Should that same employee's availability revert to unrestricted at a later date, their seniority date, for the purposes of scheduling, will be that date when they reverted to unrestricted availability.
- k. Permanent part-time employees must remain unrestricted. All part-time employees who are unrestricted shall receive preference over restricted part time employees for available hours of work.
- l. When the schedule is posted, a junior permanent part-time or part-time employee shall not be scheduled to work more hours, Monday to Sunday, than a senior permanent part-time or part-time employee.
- m. Full-Time Employees will be scheduled weekend shifts on a rotational basis. Full-Time Employees may not schedule vacation on their scheduled weekends to work.

**SECTION 5:
WORKING CONDITIONS**

New 5.01 to read: Agreed June 18, 2019 5:16 pm

5.01 The Employer will provide a permanent work location to each Full-Time Employee.

**SECTION 6:
SENIORITY**

New 6.01 to read: Agreed June 18, 2019 6:17 pm

6.01 Within the seniority group in the matter of promotions, demotions, layoffs and recalls after layoffs, seniority shall govern provided the senior employee has the qualifications and ability to perform the work.

New 6.02 to read: Agreed June 18, 2019 5:18 pm

6.02 An employee shall lose their seniority for any of these reasons:

- (a) If an employee is discharged for just cause;
- (b) If an employee voluntarily leaves the employ of the Employer
- (c) If an employee fails to notify the Employer accepting return to work within seventy-two (72) hours of recall notification by registered mail at the last address on file with the Employer, and failure to report to work within seven (7) days of acceptance of recall;
- (d) If an employee has been absent from work for two (2) months, other than for injury, illness or on an approved leave.

**SECTION 7:
LAYOFF AND RECALL**

New 7.01 to read: Agreed June 18, 2019 6:17 pm

7.01 In the event of the curtailment of business or in the event of changed conditions which will cause a shortage of work, the Local Union will be given reasonable notice of the Employer's intention to lay off regular employees or to schedule some of them for less than full time hours or for hours other than regular hours in lieu of layoff. It is understood that every reasonable effort will be made to reduce Part-Time hours first, followed by Permanent Part-Time hours and then Full-Time hours.

This notice will permit discussion of the problem and provide an opportunity for either the Local Union or the Employer to make suggestions which could eliminate or reduce the extent of the layoff or short time situation anticipated, such as a change in the system of days off or additional paid vacation days. Following such meeting, the Employer shall promptly advise those employees who are likely to be laid off or scheduled for short time or for other than regular hours.

New 7.02 to read: Agreed June 18, 2019 5:21 pm

7.02 (a) A regular employee who is scheduled for less than regular hours or for assignments other than normal hours in a week must accept all reasonable short time work assignments in the seniority group unless they have filed a letter indicating that they decline work for the period of the anticipated work shortage. In this case, the employee will be unpaid for the duration of the work shortage.

(b) An employee who has not filed such a letter is presumed to be available for all reasonable short time assignments within their seniority group. An employee who refuses to accept or fails to report for a scheduled assignment without reasonable excuse shall be struck off the schedule for the week, and will not be scheduled for any subsequent weeks until they notify the Employer in writing that they will be available for reasonable short time work assignments, and until they do so they will be deemed on layoff.

(c) A regular employee who is laid off shall be carried on the seniority list for a period equal to the seniority they have accumulated at the time the layoff commences up to a maximum of two (2) years calculated from their last day at work.

**SECTION 8:
GRIEVANCE PROCEDURE & ARBITRATION**

New 8.01 to read: Agreed June 17, 2019 11:25 am

8.01 The Employer guarantees to every employee covered by this Agreement that their status will not be prejudiced in any manner due to the fact that they have taken the action of carrying grievances to higher management levels when there has been failure to settle their complaints or grievances satisfactorily through their immediate Team Lead or Managers.

New 8.02 to read: Agreed June 18, 2019 1:42 pm

8.02 The procedure for the discussion of any questions or problems which might arise concerning working conditions shall be as follows:

Step No. 1: By discussion between the employee concerned jointly with their Local Union Representative, the Team Lead, or Manager.

Step No. 2: The grievance shall be reduced to writing at Step 2. It shall then be discussed between the employee concerned jointly with their Local Union Representative and management.

Where the Manager mentioned in Step 1 reports directly to the Regional Director, the Manager will act for the Company in both Steps 1 and 2, and, where mutually agreeable, both Steps may be handled at the same meeting.

Step No. 3: Between the employee concerned jointly with a Union Representative, Management and Employee Relations.

New 8.03 to read: Agreed June 17, 2019 11:28 am

8.03 Should the matter not be settled within fifteen (15) days of the date the written grievance is filed or such longer time as may be mutually agreeable, the issue may be submitted to Arbitration as provided by this agreement.

Grievances will not be submitted to arbitration if nine (9) months have elapsed from the date a third step meeting is held. The time limits may be extended by mutual written agreement. No reasonable request will be denied.

Arbitration hearings will be held in one of the following locations: Ottawa, Sudbury, Toronto and Windsor. The locality to be selected by mutual agreement, however, failing agreement, the Chairman shall set the place for the hearing.

New 8.04 to read: Agreed June 17, 2019 11:28 am

8.04 Should the matter at issue involve the misinterpretation or alleged violation of the Agreement, either party shall have the right to submit the matter to an Arbitrator. In the event the parties fail to agree upon an Arbitrator, the Minister of Labour for the Province of Ontario shall be requested to name a person to act as Arbitrator.

The decision of the Arbitrator shall be final and binding on both parties to this Agreement.

The Arbitrator shall not have any jurisdiction to alter or change any of the provisions of this Agreement nor to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

The parties will jointly bear the expense of the Arbitrator.

SECTION 9: PAID HOLIDAYS

New 9.01 to read: Agreed June 19, 2019 10:58 am

9.01 The Company will observe the following holidays, namely:

New Year's Day
Good Friday
Victoria Day

Labour Day
Thanksgiving
Christmas Day

Family Day
Canada Day
Boxing Day

New 9.02 to read: Agreed June 19, 2019 10:58 am

9.02 A Regular employee shall be credited eight (8) hours at straight time for the holiday

if they do not work on the holiday, provided they were not absent on the last workday scheduled for them before the holiday and/or the first workday scheduled after the holiday; unless excused by prior authorizations by the Company or unless the absence is the result of illness or accident (including WSIB) supported by acceptable medical evidence.

An employee who is scheduled to a combination of paid union time or scheduled personal leave days that totals four (4) during the week in which a paid holiday occurs will be credited eight (8) hours at straight time for the holiday.

New 9.03 to read: Agreed June 19, 2019 10:58 am

9.03 If it is necessary for any regular employee to work on any such day, they shall receive premium pay at the rate of time and one-half for hours worked on that day. Part Time and Permanent Part-Time employees shall receive time and one-half for actual hours worked. They will be scheduled to a minimum of three (3) hours.

Work on Statutory Holidays will be on a voluntary basis; that is, employees have the right to refuse. It is understood, however, that where this creates staffing problems, employees may be scheduled by reverse seniority to work on the Statutory Holiday.

New 9.04 to read: Agreed June 19, 2019 9:41 am

9.04 Statutory Holiday pay for Part Time employees will be administered according to the terms and conditions of the Employment Standards Act.

**SECTION 10:
VACATION PLAN**

New 10.01 to read: Agreed June 19, 2019 10:58 am

10.01 On January 1st in each year vacation leave will be established for all regular employees according to the following scale:

Regular Employee Seniority as of Jan 1	Vacation Entitlement with pay
Full time after May 1 of prior year	4% of earnings to Jan 1*
Full time prior to May 1 of prior year – 2.99 years	2 weeks (80 hours)
3 years +	3 weeks (120 hours)

*6% (Equivalent to 3 weeks) of earnings to Jan 1 if employed 5 years with the company.

(a) No vacation leave will be established for those employees who are absent because of illness for more than twelve (12) months on Jan 1st.

- (b) Any employee who has an extended absence due to illness shall arrange with their Manager to use any prior years' vacation allotment upon their return to work from illness.

New 10.02 to read: Agreed June 18, 2019 6:31 pm

10.02 Vacation Time

A vacation calendar will be established in January of each year. Full week vacations will be selected by seniority by January 15 of each year for Full-Time Employees. Single day vacations will be selected by seniority between January 16 and January 31 each year. Following that, vacations will be selected on a first come first served basis.

The Company reserves the right to limit the amount of employees allowed to be on vacation on any given day.

All Vacation leaves must be taken within twelve (12) months after they have been established on any January 1.

If an employee takes vacation on a week in which a paid holiday falls, they will only be required to use four (4) vacation days.

New 10.03 to read: Agreed June 19, 2019 1:28 pm

10.03

- a. In order for an employee to be entitled to their full vacation pay allotment, they must not be absent from work for more than fifty (50) days. Unless due to injury or illness.
- b. Permanent Part-Time and Part Time employees shall be entitled only to vacation pay in accordance with provisions of the Ontario Employment Standards Act. In April and October of each year, Permanent Part-Time and Part Time employees will be provided the option to bank their vacation pay. In the event an employee has banked their vacation, they may withdraw the entire outstanding amount at the end of May in each calendar year. Any outstanding balance will automatically be paid to employees in the final pay period in December. Any employee who does not choose to bank their vacation pay will have it paid out each pay period.

New 10.04 to read: Agreed June 19, 2019 11:00 am

10.04 Vacation Payment On Termination

All terminations shall be handled on the following basis:

- (a) Employees who had received their vacation earned as of Jan 1st prior to termination shall receive a pro rata payment from Jan 1st to date of termination as follows:

Amount of vacation entitlement	Prorated payment owing
2 weeks	4%*
3 weeks	6%

*6% (Equivalent to 3 weeks) of earnings to Jan 1 if employed 5 years with the Company.

- (b) In addition to the above, employees will receive a payment equal to any remaining vacation entitlement unused.
- (c) Permanent Part-Time and Part Time employees who have elected to bank their vacation payments, will have any outstanding balance paid to them.

SECTION 11: PERSONAL LEAVE

New 11.01 to read: Agreed June 19, 2019 11:01 am

11.01 Personal leave is intended to provide protection for employees from loss of pay due to illness or any other reason required to satisfy other personal reasons. Personal leave time off, except in illness/emergency situations, must be scheduled with notice of no less than two (2) days prior to the schedule being posted, according to the needs of the Operation. Current local reporting procedures remain in place.

New 11.02 to read: Agreed June 19, 2019 7:43 pm

11.02 Personal leave is to be granted to "regular" employees on the following basis:

- (a) Forty-five (45) hours shall be credited to the personal leave bank each year for each "regular" employee who worked, are in receipt of benefits, or approved leave on January 1st of that year.
- (b) On January 1st for the purpose of personal leave credits only, "regular" employees on "short time" by being scheduled to work three (3) days or more in each week that month shall be considered as "regular" regarding personal leave provisions only.
- (c) "Regular" employees shall be granted three and three quarters (3.75) hours' personal leave for each calendar month of full time employment for the year in which they were hired full time, retroactive to the commencement of their full time seniority date.
- (d) "Regular" employees on layoff, who had not received their personal leave credit for that year and are recalled to "short time" (as defined above), shall receive three and three quarters (3.75) hours' personal leave for that month and for each month remaining in the calendar year provided they work a

minimum as outlined in (b) above.

- (e) "Regular" employees on layoff who are employed on a casual or part-time basis shall not qualify for personal leave credits. For the purpose of this article, "casual or part time" is defined as less than "short time" as defined above.
- (f) "Regular" employees who have been absent due to illness for less than twelve (12) consecutive months shall be credited with forty-five (45) hours' personal leave on January 1st.
- (g) "Regular" employees who have been absent for a period greater than twelve (12) months shall be granted three and three quarters (3.75) hours personal leave for each calendar month of active employment for the year in which they return.

New 11.03 to read: Agreed June 19, 2019 1:28 pm

11.03 All personal leave credits must be used by December 31 of each year. Personal leave credits not used by this date will be forfeited.

SECTION 12: BULLETIN BOARDS

New 12.01 to read: Agreed June 17, 2019 11:30 am

12.01 The Company agrees to provide bulletin boards in Beer Store Contact Centre locations for the use of the Union to post notices of Union activities. All notices must be signed by a proper Officer of the Union, and, other than routine meeting or business notices, must be approved by the Employer before posting.

SECTION 13: EMPLOYER/EMPLOYEE RELATIONSHIP

New 13.01 to read: Agreed June 17, 2019 11:30 am

13.01 Employees shall conduct themselves in an orderly and respectful manner when addressing the Employer or its representatives. The employee or their representatives shall receive fair and courteous treatment from the Employer or its representatives. The Employer or its representatives (including Managers and Team Leads) will exercise their management rights in a non-arbitrary and non-discriminatory manner during their relationship with bargaining unit employees.

The Beer Store is committed to maintaining a positive relationship with all employees founded on honesty, integrity and respect. The parties of this Collective Agreement agree that Workplace, Violence, Harassment and Bullying will not be condoned, and will abide by the Company's current policy on such.

**SECTION 14:
LEAVE OF ABSENCE**

New 14.01 to read: Agreed June 18, 2019 12:14 pm

14.01 The Employer may grant leave of absence without pay to any employee for legitimate reasons, such permission and request to be in writing. When such permission is granted, there shall be no loss of seniority for the time absent. The Employer to notify Union in writing of all requested leave of absences. If the request is not granted, reasons for refusal will be included.

If such leave is for purposes of conducting Union business, the employee requesting the leave will, whenever possible, provide to the Company with written reasons in advance in support of the request for leave. If they are unable to do so, they shall provide written reasons in support of the leave request immediately upon their return.

New 14.02 to read: Agreed June 17, 2019 11:31 am

14.02 Where leave is requested by an employee who has become an official of the International Union or of Local Union 12R24, the Union will provide the request in writing and the employee will retain their seniority for the duration of their leave.

New 14.03 to read: Agreed June 18, 2019 8:20 pm

14.03 The Employer agrees to grant an education leave of absence, to be paid for by Union, not to exceed three (3) normal working days in any one (1) year, to identified Union Representatives as agreed between the parties, to a maximum of three (3) days per annum per identified Union Representative. Such educational leave will be so arranged between the Union and the Company so as to minimize disruption of the Company's operations.

New 14.04 to read: Agreed June 17, 2019 11:31 am

14.04 An employee will be eligible for an unpaid leave of absence in order to provide service, or active duty to the military or to be a candidate for election to full time office in Federal, Provincial, or Municipal elections. An employee who is elected to public office (municipal, provincial, or federal) will be granted a leave of absence, without loss of seniority, for the duration of the first term for that office.

Should the employee run for and be elected to a second consecutive term, the leave of absence will be withdrawn, and employment will be terminated.

During such leaves, the terms and conditions of the Collective Agreement will not apply. The employee will continue to accrue service during the period of the approved leave.

SECTION 15: JURY DUTY

New 15.01 to read: Agreed June 19, 2019 9:46 am

15.01 Effective with the signing of this Agreement, under the following conditions, an employee will be compensated for days actually spent on jury duty, or as a witness to give evidence in a case arising out of the sale of brewery products, or as Crown-subpoenaed witnesses (up to a level equivalent to eight (8) hours of straight time pay at the employee's regular wage rate for time lost due to such subpoenas). This will include attendance as a witness on an employee's day off or during an employee's vacation.

New 15.02 to read: Agreed June 18, 2019 8:24 pm

15.02 An employee will receive the difference between their jury fees and their scheduled earnings (excluding overtime and shift differentials) for days actually spent on jury duty, or as a witness as contemplated in Section 15.01.

New 15.03 to read: Agreed June 17, 2019 11:49 am

15.03 No payment shall be made for any hour for which the employee receives compensation by the Employer for any other reason.

New 15.04 to read: Agreed June 17, 2019 11:49 am

15.04 The claim must be verified to the Employer's satisfaction.

New 15.05 to read: Agreed June 17, 2019 11:49 am

15.05 An employee shall be required to report immediately upon being excused or released from jury duty, or as a witness as contemplated in Section 15.01, at which time they will be notified whether or not they will be required to report for work that day.

SECTION 16: BEREAVEMENT ALLOWANCE

New 16.01 to read: Agreed June 19, 2019 9:47 am

16.01 "Regular" and "PPT" employees will be granted bereavement allowance under the following conditions:

Should a bereavement occur in an employee's immediate family (members of their household, parents, brothers or sisters, father-in-law or mother-in-law, son-in-law or daughter-in-law, grandchild) the employee may request a bereavement leave and shall be granted such time off with pay as is reasonable under the circumstances to enable them to look after the funeral arrangements or to attend the funeral. The extent of leave shall be in the discretion of the Employer, depending upon the time of the bereavement in relation to their regular time off, the distance to be travelled, etc. The general standard of bereavement time off shall be three (3) scheduled days. Providing prior permission is received in the event an employee attends the funeral of a brother-in-law,

sister-in-law, grandparent or spousal grandparent, on a regular scheduled work day, one (1) day off with pay shall be granted. (Include step equivalents to those listed above).

For part time employees who are on the posted schedule, the equivalent of one (1) day bereavement allowance will be provided for a death in their immediate family.

SECTION 17: REST PERIODS

New 17.01 to read: Agreed June 19, 2019 1:30 pm

17.01 Employees scheduled to a four (4) hour shift will be scheduled to a fifteen (15) minute rest period.

Employees scheduled to a five (5) or six (6) hour shift will be scheduled to a thirty (30) minute unpaid lunch period.

Employees who are scheduled to a shift that is greater than six (6) hours, but less than eight (8) hours will be scheduled to a fifteen (15) minute rest period, and a thirty (30) minute unpaid lunch break.

Employees scheduled to an eight (8) hour shift, will be scheduled to two (2) fifteen (15) minute rest periods, as well as a thirty (30) minute unpaid lunch period.

SECTION 18: PENSION AND BENEFITS

New 18.01 to read: Agreed June 19, 2019 4:19 pm

18.01 The Employer shall provide a Defined Contribution Pension Plan as well as a Health Care Spending Account for all eligible employees.

SECTION 19: PAY DAY

New 19.01 to read: Agreed June 17, 2019 6:15 pm

19.01 A regular weekly pay day shall be continued as established by the Employer (this pay day shall not be Saturday). The Employer will provide access to the pay stub/advice slip to all employees work locations on a weekly basis.

An immediate payroll adjustment will be issued by the Employer to any employee due to payroll errors.

Direct Deposit payroll will be mandatory for all employees.

Employees will not be required to pay a deposit on receipt of their first access/payroll fob. Employees who repeatedly lose their fobs will be required to pay for replacements.

Members to be paid in a timely manner when submitting for payments.

SECTION 20: DISCRIMINATION

New 20.01 to read: Agreed June 17, 2019 11:33 am

20.01 There shall be no discrimination, intimidation, interference, restraint, coercion, or attempted coercion, by or on behalf of the Employer or any of its representatives or by, or on behalf of the Union, its members or its agents with respect to any employee, because of membership or non-membership in the Union.

New 20.02 to read: Agreed June 17, 2019 11:33 am

20.02 There shall be no discrimination, intimidation, interference, restraint, coercion, influence, or attempted influence, by or on behalf of the Union, its members, or its agents, with respect to the handling, distribution, or sale of any product of any Brewer offered for sale through any outlet operated by the Employer.

New 20.03 to read: Agreed June 17, 2019 11:33 am

20.03 Both the Employer and the Union endorse the principles outlined under the "Ontario Human Rights Code" wherein it is illegal for either the Employer and/or the Union to discriminate in respect to employment or membership in the Union and agree to work together to ensure that no employee is discriminated against contrary to the code as outlined in the Human Rights Code.

SECTION 21: MANAGEMENT FUNCTIONS

New 21.01 to read: Agreed June 17, 2019 11:34 am

21.01 The right to hire, promote, demote, discharge or discipline for cause, and to maintain discipline and efficiency of employees is the sole function and responsibility of the Employer, subject to the terms and conditions of this Agreement. All matters concerning the operation of the Employer's business not specifically dealt with herein shall be reserved to the Management and be its sole responsibility.

New 21.02 to read: Agreed June 17, 2019 2:08 pm

21.02 In the imposition of discipline, prior disciplinary written warnings or reprimands will not be referred to after twelve (12) months; prior suspensions will not be referred to after thirty (30) months.

New 21.03 to read: Agreed June 17, 2019 11:34 am

21.03 When an employee is disciplined or discharged the Local Union shall be given, in

writing, the reasons for such action, with such particulars as will enable the Union to determine whether or not a grievance should be processed.

Whenever an issue arising out of discipline or discharge is to be arbitrated and when the Chairman of the Arbitration Board has been appointed or agreed upon, the parties will exchange letters giving full particulars of:

- (a) the Company's reasons for imposing the discipline or discharge, and
- (b) the Union's reasons for protesting the discipline imposed.

It is intended that this exchange of correspondence will determine the issues to be settled by the Arbitration Board.

SECTION 22: STRIKES AND LOCKOUTS

New 22.01 to read: Agreed June 17, 2019 11:34 am

22.01 There shall be no lockout by the Employer nor any unlawful strike, sit-down, slow-down, nor curtailment in operations by the Union for any reason whatsoever, during the term of this Agreement.

SECTION 23: SEPARATION PAY

New 23.01 to read: Agreed June 19, 2019 11:07 am

23.01 A regular employee shall be entitled to separation pay as set out in subsection .03 provided they have not been excluded by subsection .02 and provided they meet any of the following eligibility provisions:

- (a) if they are terminated for a reason other than set out in subsection .02;
- (b) if they are laid off and on any date during their layoff the hours scheduled for them during the previous twelve (12) consecutive months were less than fifty percent (50%) of normal full time hours provided they are not eligible for any Company or Government pension
- (c) in special cases where a laid off employee appears to have little prospect of recall to regular work within a period of six months, they may request immediate termination and separation pay, and with the concurrence of the Company and the Union this may be granted notwithstanding the eligibility clause in (b) above;

An employee eligible for a separation payment hereunder must apply for it not later than six months after they first becomes eligible therefor, otherwise their right to such payment shall be cancelled.

Notwithstanding the above if the Company permanently discontinues an operation; an employee laid off as a result thereof must apply for and shall receive any separation pay to which they are entitled without waiting the six month's period.

New 23.02 to read: Agreed June 19, 2019 9:51 am

23.02 Notwithstanding subsection .01, an employee shall be excluded from separation pay eligibility if:

- (a) they quit;
- (b) they are terminated for just cause;
- (c) they are terminated under Section 6.02 of this Collective Agreement;
- (d) they have been terminated because of specific direction or decree from any Government authority which has the effect of curtailing any of the Company's operations; unless
 - (i) the direction or decree is the result of an illegal act committed by the Company or one of its representatives, or
 - (ii) the direction or decree purports to change the method of beer retailing and/or beer distribution within the Province;
- (e) they have been laid off because of any act of war or the hostile act of any foreign power or by any act of sabotage or insurrection or by any act of God;
- (f) they are laid off and has arranged with the Company to take leave of absence without pay for a specific period in lieu of their layoff;
- (g) they are entitled to receive any pension under the Company or Government Pension Plan.

New 23.03 to read: Agreed June 19, 2019 9:51 am

23.03 The amount of the separation payment of an eligible employee shall be equal to two week's base earnings (computed on the basis of their hourly rate in effect as of time of layoff) multiplied by the number of their completed years of seniority (as used for vacation entitlement) as of the last day they actively worked in the Bargaining Unit.

New 23.04 to read: Agreed June 19, 2019 9:52 am

23.04 If an employee applies for and accepts a separation payment hereunder, their employment is terminated and their seniority and other rights under the Collective Bargaining Agreement are cancelled.

SECTION 24: TERMS AND CONDITIONS

New 24.01 to read: Agreed June 17, 2019 11:52 am

24.01 The Employer and employees covered by this Agreement agree to abide by the terms of the Liquor Control Act and Regulations and other relevant statutes.

New 24.02 to read: Agreed June 17, 2019 11:52 am

24.02 All terms and conditions of this Agreement shall be subject to change without notice if, as and when required by reason of any legislation or order of the Federal and/or Provincial Governments.

New 24.03 to read: Agreed June 19, 2019 5:17 pm

24.03 This Agreement shall remain in force and effect from **July 1, 2019** up to and including **June 30, 2022** and shall automatically continue from year to year thereafter until either party serves written notice on the other party thirty (30) days and not more than sixty (60) days prior to any annual expiration date that changes are desired - such changes to be listed in the said notice. When such notice has been given by either of the parties bound by this Agreement, the party notified shall commence to negotiate within fifteen (15) clear days from notification. However, all conditions of this Agreement are to remain in force until negotiations are completed and/or Conciliation proceedings exhausted.

APPENDIX “A”

**New APPENDIX “A” to read: Agreed June 19, 2019 5:49 pm
WAGE RATES:**

The following scale of hourly wage rates shall become effective as and from the dates set out below and shall be paid during the balance of this Agreement to all regular, permanent part time and Part Time employees.

	01-Jul-19		July 1 2020		July 1 2021
Full Time					
Start	\$18.25	0%	\$18.25	0%	\$18.25
1 Year	\$18.60	0%	\$18.60	0%	\$18.60
2 Year	\$19.00	0%	\$19.00	0%	\$19.00
3 Year	\$19.40	0%	\$19.40	0%	\$19.40
4 Year	\$19.75	0%	\$19.75	0%	\$19.75
PPT	\$17.00	1.00%	\$17.17	1%	\$17.34
Part Time					
Start	\$15.00	0%	\$15.00	0%	\$15.00
1 Year	\$15.30	0%	\$15.30	1.00%	\$15.45
2 Year	\$15.60	0%	\$15.60	1.00%	\$15.76
3 Year	\$15.90	0%	\$15.90	1.00%	\$16.06
4 Year	\$16.25	0%	\$16.25	1.00%	\$16.41

NOTE: Not to be included in the Collective Agreement, Any current Part-time Employee currently above this wage chart, would be eligible for a \$500 per year lump sum if not promoted.

REGULAR EMPLOYEES

No provisions of this Agreement are retroactive except where specifically provided for herein. Payable within sixty (60) days following ratification.

All regular Full-Time Employees employed on the Monday following ratification: Health Care Spending Account.

"PERMANENT PART-TIME EMPLOYEES"

The company will maintain a minimum of two (2) permanent part-time employees. In keeping with the desire to develop qualified employees, it may employ more than two (2) permanent part-time employees. In the event, the number of permanent part-time employees falls below two (2), within thirty (30) calendar days, the company will post for sufficient replacements to re-establish the minimum number of permanent part-time employees.

Part Time employees who are interested in advancement to PPT status will make their interest known in writing.

The criterion for the appointment to the Permanent Part-Time list is as follows:

- There is sufficient part-time work to afford a Permanent Part-Time employee 24 hours of work per week;
- The employee is available for the assignments;
- The employee has been graded satisfactory by the employer
- The employee has a minimum of six (6) months of service within seniority group.

The employer will schedule the hours of work and may post on the previous Wednesday and/or may change the schedule as operations require. Permanent Part-time employees may access up to thirty seven and a half (37.5) hours per basic work week.

Employees in the PPT Classification will be ranked in order of the date they attained PPT status.

Permanent Part Time employees who do not work 24 hours on a regular basis, unless the hours are not available, will be reclassified to Part Time classification.

Permanent part-time employees who do not perform satisfactorily however, will not be considered for advancement nor offered any further hours of work.

PPTs who refuse two offers to advancement to full-time status will be reverted to Part Time status in accordance with their availability.

Upon advancement to Regular status, the employee's name will be placed on the seniority list and will be credited for half of the service in the PPT classification to a maximum of two years.

For those Part Time employees who are designated as Permanent Part-time they will be entitled to:

- (i) Wage Rates - See Appendix "A" - Schedule of Wage Rates.
- (ii) A health care spending account of \$1,200 per year per family with a maximum carryover of \$300.
- (iii) 15 hours personal leave. "PPT" employees who have been absent for a period greater than twelve (12) months shall be granted one and a third (1.33) hours personal leave for each calendar month of employment for the year in which they return.

APPENDIX “B”: SAFETY

New APPENDIX “B” to read: Agreed June 17, 2019 11:34 am

The Company shall institute and maintain all reasonable precautions for safeguarding the health and safety of its employees. Both the Company and the Union recognize their mutual obligations to assist in the prevention, correction and elimination of unhealthy and unsafe working conditions and practices. All employees are expected to adhere to safe working practices. The Employer and employees will co-operate in the observance of all safety regulations.

Any outstanding matter relevant to safety conditions may be brought up and dealt with at a meeting between the Union and Management.

- Joint Health and Safety Committees in Contact Centres will meet monthly.
- The Employer will continue to pay wages as prescribed under Section 9 OHSA.
- The Company and the Union agree that there shall be a Provincial Joint Health and Safety Committee that will meet quarterly.
- If Joint Chairpersons are in agreement with the necessity to attend, the Employer will pay wages for additional TBS employees to attend Provincial Joint Health and Safety Committee meetings.
- Monthly workplace inspections will be placed on the work schedule.

The company and the union agree that modified or transitional duties are important return-to-work programs for employees who suffer an injury or an illness. The employer agrees to always attempt to create modified work programs for all employees who are not totally disabled. Employees who are not totally disabled will participate in these transitional work programs. The company and the union will work jointly in the creation of modified work programs for all injured employees. Where practicable, modified work committees will be established, and both the qualified union representative and management will play an active role in the creation of the modified duties and the progress of the program. Where not practicable, dialogue as required through other means will be utilized.

Appropriate forms will be provided by the employer to the injured worker and the worker will be expected to have their professional health care provider fill out these forms outlining the restrictions of the injured worker in a timely manner. The professional health care provider will be advised that The Beer Store offers modified work programs. When the employer offers modified work, where practicable, a meeting will take place between the manager, the union, and the employee to create a transitional program that is suitable to the restrictions of the injured worker. Where not practicable, dialogue as required through other means will be utilized. The employer’s offer of modified work will be provided in writing and will be the subject of on-going discussion between the injured worker, the union, and the company. The Company will endeavour to provide modified duties during the injured workers’ regular shift where practicable.

**BREWERS RETAIL INC.
BENEFITS PLAN FOR
UNION EMPLOYEES**

New Benefit Plan to read: Agreed June 19, 2019 4:22 pm

- Regular Employees will be entitled to Health Care Spending Account of \$2,500.
- Regular Employees will be entitled to \$38,500 for Life Insurance
- Regular Employees will be entitled to \$38,500 for AD&D Insurance

**New Letter of Understanding 1 to read: Agreed June 19, 2019 9:56 am
The Beer Store**

Corporate Office

5900 Explorer Drive
Mississauga, Ontario
L4W 5L2
(905) 361- 1005
(905) 361- 4297

August 16, 2016

Mr. John Nock
President, UFCW Local 12R24
P.O. Box 9, 83 Campbell Ave E.,
Campbellville, Ontario L0P 1B0

LETTER OF UNDERSTANDING #1

Dear Mr. Nock:

Re: Members' Assistance Programme

Effective July 1, 2019, the Company agrees to pay \$.12 per hour for all hours worked, including paid holidays and vacation to the Brewers Retail Inc. UFCW Local 12R24 Members' Assistance Programme Fund up to a maximum of \$1,000,000. Contributions, along with a list of employees for whom they have been made, the amount of the contributions for each employee, broken down by period, shall be forwarded by the employer within 15 days after the closing of the employer's accounting period.

Contributions provided for above shall be for the purpose for providing assistance to members of the bargaining unit as shall be determined from time to time by the Officers of UFCW Local 12R24.

It is understood that this letter shall form part of the Collective Agreement.

Suzanne Makins
Director, Employee Relations

New Letter of Understanding 2 to read: Agreed June 19, 2019 8:03 pm

LETTER OF UNDERSTANDING #2

Dear Mr. Nock:

Re: Existing Part Time employees Upon Ratification

Effective the date of ratification, the below listed Employees will receive benefits based on the Collective Agreement between UFCW12R24 and the Beer Store.

Ala Dulas	Amy Blackwell	Andrea King	Ashley Misiskowetz
Calie Willert	Carol Clemens	Chase Wade	Hayley Kozak
Hunter McCulloch	Janelle Jamieson	Katie Grant	Khloe Beer
Lesley Fairbarn	Magda Kurski	Mary Aconito	Melissa Murphy
Metaxia Vergiris	Michael Kabacinski	Nathaniel Henry	Ronan Murphy
Samantha Wade	Shelby Paulding	Susie Pruder	Talia Cesanek
Tara Young	Taryn Cesanek	Tony Rajotte	

Benefits Plan:

The members will be entitled to: Dental and Major Medical (including a Deferred Drug Card and subject to plan deductible) up to a maximum of \$600 per category per year per family. Complete provisions are contained in the plan documents issued by the insurance company.

Eligibility:

All above mentioned Employees will be entitled to the Part-Time Contact Centre Benefit plan effective date of ratification. There will be no new entrants to this plan.

Upon promotion, termination, resignation or retirement, the above mentioned employees will no longer be eligible for the benefit plan.

Suzanne Makins

Director, Employee Relations

New Letter of Understanding 3 to read: Agreed June 18, 2019 1:42 pm

LETTER OF UNDERSTANDING #3

Re: Remote Work Arrangements

Should the Company introduce remote work arrangements for the Contact Centre, they will meet with the Union to inform them of the decision as well as the guidelines and plans for implementation no later than ninety (90) days prior to the implementation. The Company will take into consideration the Union's feedback and suggestions, before confirming the final guidelines and plans.

Signing Bonus – Not to be included in the CA – Agreed June 19, 2019 8:03 pm

All existing Part-time employees effective date of ratification will receive a \$500 lump sum signing bonus, as well as be automatically eligible for the benefit package provided under LOU #2.

The parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute.

The parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute.

The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective principals.

The parties herein agree that the term of the collective agreement shall be from July 1, 2019 to June 30, 2022.

SIGNED this _____ day of _____ 2019 in London, Ontario.

BREWERS RETAIL INC. (Operating as “The Beer Store”)

Jiten Waghela – Senior Manager, Commercial Customer
Support Team

Cathy Simoes – Contact Centre Manager

Paige Allan – Employee Relations Officer

Kevin Bekendam – Manager, Employee Relations

UFCW LOCAL UNION 12R24, hereinafter referred to as the “Union”.

John Nock – President, UFCW Local 12R24

Doug Blaine – Secretary Treasurer, UFCW Local 12R24

Craig McDowell – Recorder, UFCW Local 12R24

Talia Cesanek – Committee Member