

COLLECTIVE AGREEMENT

- Between -

**UNITED FOOD AND COMMERCIAL WORKERS CANADA
LOCAL 1006A**
(hereinafter referred to as the Employer)

- and -

**CANADIAN OFFICE & PROFESSIONAL EMPLOYEES
UNION, LOCAL 343**
(hereinafter referred to as the Union)

December 11th 2023 to December 31st , 2027

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COLLECTIVE AGREEMENT

Between:

UNITED FOOD AND COMMERCIAL WORKERS CANADA

LOCAL 1006A

(hereinafter referred to as the Employer)

- and -

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,

LOCAL 343

(hereinafter referred to as the Union)

ARTICLE 1- RECOGNITION

- 1.01 The Employer recognizes the Union as the sole collective bargaining agent for all office employees.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes the right of the Employer to hire, promote, transfer, demote or lay-off employees and to suspend, discharge or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent as herein provided.
- 2.02 The Union further recognizes the right of the Employer to maintain order and efficiency in the office.
- 2.03 The Union further acknowledges that the Employer has the right to make and alter from time to time, reasonable rules and regulations to be observed by employees. Such rules and regulations shall not be inconsistent with provisions of this Agreement.

ARTICLE 3 - UNION SECURITY

- 3.01 Any person hereafter employed shall be required to join the Union upon commencement of their employment. All present employees who are members of the Union on the effective date of this Agreement or who subsequently become members shall remain members in good standing in the Union during the term of this Agreement.
- 3.02 The Employer agrees to deduct from the last pay of each month, the monthly union dues off any employee covered by this Agreement and to forward monies so deducted to the Union not later than the tenth day of the month following deduction.

ARTICLE 4 - SENIORITY

- 4.01 Seniority shall be accumulated on the basis of length of service in any office of the Employer and shall be accorded to each employee at the completion of the probationary period of ninety (90) worked days, effective from the date of hiring.

The probationary period may be extended by consent of the Union and such consent shall not be unreasonably withheld.

- 4.02 In promotions and lay-offs, seniority shall be the only consideration where the employee(s) ability is sufficient to satisfactorily perform the work required.
- 4.03 The seniority rights of an employee shall be terminated and the employee shall be terminated if the employee:
- a) voluntarily leaves the employ of the Employer;
 - b) is discharged for cause;
 - c) is absent from work for three working days or more without reasonable cause;
 - d) is absent from work for three working days or more due to sickness or disability without notifying the Employer, unless failure to notify is for reasonable cause;
 - e) is absent from work due to sickness or disability for three (3) working days or more and fails to produce a medical certificate, upon request, from a duly qualified practitioner verifying such absence from work due to sickness or disability;
 - f) is not recalled to work when laid-off from work, for a period equal to their seniority at date of lay-off, up to a maximum of twelve (12) months.

ARTICLE 5 - WAGES

- 5.01 a) The wage progression for those employees on the payroll as of December 11, 2023 shall be as follows;

	Current Hourly	December 11, 2023
Melatti, Lisa	\$37.13	\$4,000 lump sum
Kainth, Vandana	\$34.75	\$37.13
Eaton, Mary-Joe	\$32.51	\$34.98
Henry, Lisean	\$23.96	\$28.57
Crossman, Tacita-Marie	\$23.96	\$28.57

	June 2024	January 2025	June 2025	January 2026-2%	January 2027-2%
Melatti, Lisa		\$2,200 lump		\$37.87	\$38.63
Kainth, Vandana		\$2,200 lump		\$37.87	\$38.63
Eaton, Mary-Joe		\$37.13		\$37.87	\$38.63
Henry, Lisean	\$30.43	\$32.29	\$34.46	\$37.87	\$38.63
Crossman, Tacita-Marie	\$30.43	\$32.29	\$34.46	\$37.87	\$38.63

Increases will be effective the first full week of June and January.

The schedule of hourly wages for employees hired after December 11, 2023 shall be as follows:

Data Analyst/Office Assistant	DOR	Jan 2026	Jan 2027
Start	\$25.88		
12 months	\$28.74		
24 months	\$31.60		
36 months	\$34.46	\$37.87	\$38.63
Receptionist	DOR	Jan 2026	Jan 2027
Start	\$22.00		
12 months	\$24.28		
24 months	\$26.57		
36 months	\$28.85	\$29.42	\$30.00

- 5.02 Part-time employees shall be paid the proportion of the above rates that their work week bears to the regular work week.
- 5.03 If an employee is hired in a new classification, the rates for such classification shall be negotiated and mutually agreed upon by the parties.
- 5.04 Except when hired for a specified period to replace an employee on leave of absence or vacation, sickness, accident or disability no person shall be employed as a temporary employee for more than ninety (90) consecutive working days. For clarity, such temporary employees shall not be part of the bargaining unit. There shall be no reduction in the regular hours of any full-time employee while any temporary employee is employed. The rate of pay for the first 90 days shall be \$18.00 per hour. Thereafter if still employed in a temporary capacity the individual shall be placed on the start rate of the appropriate classification and progress from that point.
- 5.05 In the event a part-time employee with uninterrupted service becomes a full-time employee, they shall be credited with seniority to the last date of hire.
- 5.06 Casual employees are defined as employees who are hired to work on Saturdays and/or Sundays or any day of the week, when hired for specific tasks, such as but not limited to, catch-up of work or specific projects. Casual employees shall be paid at the rate of \$18.00 per hour. There shall be no reduction in the regular hours of any full-time employee while any casual employee is employed. The Union Steward will be notified when casual employees are hired and will be advised of the length of time that they are expected to be employed as casual employees.

Casual employees shall receive vacation pay and statutory holidays in accordance with Employment Standards. If a statutory holiday falls on a casual employee's normal workday, they shall be paid the applicable rate for that day.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

- 6.01 a) For employees hired prior to October 24, 2017 the work week shall consist of five days of six and one-half hours each, Monday to Friday inclusive. The regular daily starting time shall be 8:30 am, 9 am or 9:30 am as scheduled by the Employer.
- b) For employees hired after October 24, 2017 the work week shall consist of five days of seven hours each, Monday to Friday inclusive. The regular daily starting time shall be 8:30 am, 9 am or 9:30 am as scheduled by the Employer.
- c) For employees hired prior to October 24, 2017 summer hours shall be applied from and including the May long weekend to the Labour Day long weekend. During the summer hours schedule each Friday shall consist of five and one half hours of work.
- d) For employees hired after October 24, 2017 summer hours shall be applied from and including the May long weekend to the Labour Day long weekend. During the summer hours schedule each Friday shall consist of six hours of work.
- e) Employees hired prior to October 24, 2017, shall have the opportunity to declare their intention to work as outlined in 6.01 b and d and 6.02 c. Their intention must be declared by December 15 of the previous year.
- 6.02 a) Overtime work shall be voluntary.
- b) For employees hired prior to October 24, 2017 all time worked at the request of the Employer, in excess of six and one-half hours in a day Monday through Friday, shall be paid for at the rate of time and one-half the regular rate of pay for the first two hours of overtime worked on any day and thereafter, at the rate of two times the regular rate of pay for all hours worked in excess of two hours in a day.
- c) For employees hired after October 24, 2017 all time worked at the request of the Employer, in excess of seven hours in a day Monday through Friday, shall be paid for at the rate of time and one-half the regular rate of pay for the first two hours of overtime worked on any day and thereafter, at the rate of two times the regular rate of pay for all hours worked in excess of two hours in a day.
- d) All time worked on Saturday, at the request of the Employer, shall be paid for at the rate of two times the regular rate of pay.
- e) All time worked on Sunday, at the request of the Employer, shall be paid for at the rate of three times the regular rate of pay.
- f) Employees shall be reimbursed in full for all meal expenses incurred as a result of directed overtime work that is required outside the regular workplace.
- g) Employees shall be reimbursed in full for accommodation, meal and transportation expenses incurred, as a result of being required to work out-of-town.
- 6.03 Employees shall be granted one hour for lunch daily and a fifteen minute rest period both morning and afternoon.

ARTICLE 7 - PAID HOLIDAYS

7.01 Employees shall be given the following holidays without deduction of pay:

New Year's Day	Canada Day	Remembrance Day
Family Day	Civic Holiday	December 24th
Good Friday	Labour Day	Christmas Day
Easter Monday	National Day of Truth and Reconciliation	Boxing Day
Victoria Day	Thanksgiving Day	December 31st

and a Birthday Holiday which shall be taken on or about the time of the employee's birthday, as mutually agreed upon by the parties.

Except as otherwise mutually agreed, paid holidays that fall on a Saturday will be observed the preceding Friday and in the event the holidays fall on a Sunday, it shall be observed on the following Monday, or alternate days as designated by the President.

Easter Monday, Remembrance Day, December 24 and December 31 are recognized as holidays. Employees can choose to substitute one, two, three or all of these days noted for the purpose of observing other faith or creed dates of their choosing.

Employees choosing to observe an alternate faith or creed date must notify the Local in advance and they will continue to observe the substitute date until they advise the Local of a further change.

Employees shall respect the days that the Local has selected for each holiday. If the employee does not take the holiday on the date designated by the Local but requests to take the holiday on an alternative date, with the exception as outlined for Easter Monday, Remembrance Day, December 24 and December 31 above, approval by the President or designate, is required.

Employees shall also receive such other holidays as are proclaimed legal holidays by Provincial and Federal governments or Municipal authorities.

7.02 Pay for work performed on such holidays shall be paid for at triple time the employee's regular rate.

ARTICLE 8 - VACATIONS

8.01 Vacation credits shall be calculated on January 1st of each year.

8.02 An employee who has been employed for less than one (1) year on January 1st, shall receive one and one quarter (1¼) days' vacation with pay for each month of service or two percent (2%) of their previous year's earnings, whichever is the greater.

8.03 An employee who has been employed for one (1) year or more on January 1st, shall receive three (3) weeks' vacation with pay or six percent (6%) of their previous year's earnings, whichever is the greater.

- 8.04 An employee who has been employed for five (5) years or more on January 1st, shall receive four (4) weeks' vacation with pay or eight percent (8%) of their previous year's earnings, whichever is the greater.
- 8.05 An employee who has been employed for eleven (11) years or more on January 1st, shall receive five (5) weeks' vacation with pay or ten percent (10%) of their previous year's earnings, whichever is the greater.
- 8.06 An employee who has been employed for twenty (20) years or more on January 1st, shall receive six (6) weeks' vacation with pay or twelve percent (12%) of their previous year's earnings, whichever is the greater.
- 8.07 An employee who has been employed for twenty-five years or more on January 1st, shall receive seven (7) weeks' vacation with pay or fourteen percent (14%) of their previous year's earnings, whichever is the greater.

For purposes of clarity, the percentage payment referred to throughout this Article shall apply to the total earnings of the employee during the previous calendar year, as shown on the employees T-4 Form.

- 8.08 An employee leaving the service of the Employer shall receive pay for unused vacation credits on the basis of the above provisions.
- 8.09 Employees shall be given an opportunity, if they so desire, to take their vacations consecutively to a maximum of two weeks at a time unless otherwise agreed to by the employer.
- 8.10 Vacations may not be accumulated unless mutually agreed upon in writing.
- 8.11 When a paid holiday falls within an employee's vacation period, such holiday will not be counted as vacation and another day off will be granted, in lieu of, or the date of return may be one full day later or the vacation may begin one day earlier, as arranged with the Employer.
- 8.12 An employee who becomes disabled and who is eligible for Weekly Indemnity benefits while on vacation, including the first three days of sickness, shall revert to Weekly Indemnity benefits and the balance of their vacation will be held in abeyance and will be taken at a later time to be mutually agreed upon between the Employer and the employee.
- 8.13 Employees are encouraged to submit their vacation requests by March 1 of each year. The employer will then respond to the requests by March 15.

The employer agrees that preference shall be granted to employees as to the time of taking of vacation on the basis of seniority provided that in the opinion of the employer this will not impact the efficient operations of the local union.

Vacation time not requested by March 1 may be scheduled on a first come, first served basis, again subject to the efficient operations of the local union.

Requests for single day or part week vacations must be submitted for approval at least five business days in advance. The employer at its sole discretion may waive any such advance notice requirements.

- 8.14 An employee who will become entitled to an additional week of vacation in any calendar year may take the said week of vacation at any time during the calendar year in which they would become entitled because of their anniversary date.

ARTICLE 9 - GRIEVANCES AND ARBITRATION

- 9.01 In order to resolve disputes at the earliest possible opportunity, an employee shall first, within the first five days of the knowledge of an event giving rise to a complaint, discuss their complaint with the Employer prior to filing a grievance. If the Employer does not resolve the matter to the employee's satisfaction, a grievance may be processed as follows:
- 9.02 a) Within ten working days following the Employer's response referred to above, the duly authorized representatives of both parties shall meet at the request of either party to discuss any grievances which may arise with regard to the meaning, interpretation, application or breach of this Agreement. These representatives shall attempt to resolve this grievance.
- b) Union Stewards will be granted reasonable time, with pay, during regular non overtime working hours as is necessary for the purpose of investigating grievances and assisting a member with a grievance, provided they first attain permission from their supervisor to attend to these duties. Permission will not be unreasonably denied.
- 9.03 If the representatives of the parties are unable to agree on any such question within two weeks, it shall be submitted to an Arbitrator. The decision of the Arbitrator shall be final and binding upon the parties hereto. The compensation of the Arbitrator shall be borne equally by the Employer and the Union. If the parties cannot agree on the Arbitrator, the Minister of Labour for the Province of Ontario shall be asked to appoint an Arbitrator.
- 9.04 The Arbitrator shall not have any jurisdiction to alter or modify any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to make any decision inconsistent with the terms and provisions of this Agreement.

ARTICLE 10 - DISCHARGE AND DISCIPLINE

- 10.01 No employee shall be discharged or disciplined except for just cause. At any meeting with the Employer, which may result in disciplinary action, the employee shall be accompanied by a Union Steward. The Employer shall notify the Union through the Union Steward of any such meeting.

Employees shall be notified in writing of the grounds for the discipline or discharge. The Union shall receive a copy through the Union Steward.

Any notice of discipline placed against an employee shall be removed after one (1) year.

- 10.02 Any employee believing that they have been unjustly dealt with shall have the right to make the issue a subject of the Grievance and Arbitration Provisions contained herein.
- 10.03 The Employer shall not discipline the employee without prior warning, unless the circumstances justify immediate discharge. In the event of a claim that an employee has been discharged or disciplined unjustly or unreasonably, the claim shall be subject to the grievance and arbitration procedure provided in Article 9.
- 10.04 Employees contemplating leaving the employ of the Employer shall give the Employer two week's notice.
- 10.05 Employees serving a probationary period shall have no discharge recourse.

ARTICLE 11 - LEAVE OF ABSENCE

- 11.01 The Employer shall grant a leave of absence of up to six months without pay to an employee delegated to engage in Union activities. The employee shall continue to accumulate seniority during such leave.
- 11.02 Leave of absence for other than Union activity, when mutually agreed upon by the Employer and the employee, shall not affect their seniority nor shall such time be deducted from any leave entitlement.
- 11.03 Employees required to be absent for the following reasons will be considered excused and will not suffer loss in pay for a reasonable period of time, provided the absence is bona fide:

a) **Bereavement Pay**

Should a bereavement occur in an employee's immediate family (parent, parent-in-law, spouse, child, brother, sister, grandparent, brother-in-law, sister-in-law, daughter-in-law, son-in-law or grandchild), the employee shall be granted such time off from work with pay, as is reasonable under the circumstances, up to a maximum of five (5) consecutive days. An employee shall be granted time off from work as is reasonable under the circumstances up to a maximum of one (1) day for a bereavement concerning an aunt and uncle.

Such time may be extended by mutual agreement. When it is requested, the employee will furnish satisfactory evidence for such extended leave of absence.

b) **Jury Duty Pay**

An employee who is required to serve on a jury shall be compensated for days actually spent on jury duty when they would otherwise have been at work. They shall receive the difference between their jury fees and their normal days' pay for that time they would have been regularly employed. The claim of an employee shall be verified by presentation of their jury duty cheque.

- 11.04 Leave of absence for pregnancy will be granted in accordance with the provisions of the Employment Standards Act, in effect on the date of ratification unless the legislation is amended and a greater benefit is included in the Act.
- 11.05 An employee shall be entitled to up to eight (8) weeks of unpaid leave of absence to provide care or support to a family member who has a serious medical condition. Service and seniority shall continue during the family caregiver leave.
- 11.06 The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issues can be linked to the abusive or violent situation. Absences which are not covered by sick leave or disability insurance will be granted as absence with permission without pay not to exceed two months.

It is understood this is over and above any rights that may be passed in law.

ARTICLE 12 - WELFARE, INSURANCE AND PENSION BENEFITS

- 12.01 For the duration of the agreement the employer agrees to purchase and make available through an appropriate provider, the Welfare and Insurance Benefit Program.

Descriptive details of the program and of any amendments thereto made by the provider or employer shall be made available to employees in writing.

- 12.02 The employer's sole obligation will be to pay the full insurance premium required by the Welfare and Insurance Benefit Program.
- 12.03 All eligible full-time employees will have the option of enrolling in the United Food and Commercial Workers International Union Retirement Plan.
- 12.04 The Employer agrees to provide fully paid Workplace Safety and Insurance Board coverage.

ARTICLE 13 - WINTER HOLIDAY BONUS

- 13.01 The Employer agrees to provide a Winter Holiday Bonus to full-time employees as follows:

One (1) week's pay to all full-time employees who have been continuously employed for more than one (1) year, as of December 15th of the current year;

or

One-half (½) week's pay to all full-time employees who have been continuously employed for more than six (6) months, as at December 15th of the current year;

or

Three-quarter ($\frac{3}{4}$) week's pay to all full-time employees who have been continuously employed for more than nine (9) months, as at December 15th of the current year.

ARTICLE 14 - HEALTH AND SANITATION

- 14.01 The Employer shall make all reasonable provisions for the safety and health of the employees during working hours. The Union may, from time to time, bring to the attention of the Employer, any suggestions in this regard and also, any other suggestions for improvements in the conditions of work.
- 14.02 The Union will select a Health and Safety Representative and advise the Employer of its selection. The Employer shall be advised in writing when a change of the Health and Safety Representative occurs.

ARTICLE 15 - UNION LABEL

- 15.01 All typewritten or duplicated work, produced in the office of the Employer, will bear the Local 343, COPEU label, if done by a member of the Union.

ARTICLE 16 - RIGHTS AND PRIVILEGES

- 16.01 Privileges at present enjoyed by employees, or privileges mutually agreed upon hereafter in writing, shall remain unchanged during the lifetime of this agreement. It is intended that "privileges" are deemed to be, employer provided coffee, tea, water and transponders when appropriate, but specifically does not purport or claim to address any other term or condition of employment, practice or policy of the employer or, the employer's ability to introduce new or amended practices and policies including, but not limited to, policies relating to time and attendance, dress code and meal or rest periods.

ARTICLE 17 - DISCRIMINATION

- 17.01 There shall be no discrimination or harassment of any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same sex partnership status, gender identity, gender expression, religion, family status or disability.

ARTICLE 18 - NO STRIKES OR LOCK-OUTS

- 18.01 There shall be no strikes on the part of the Union or lock-outs on the part of the Employer, during the lifetime of this Agreement.

ARTICLE 19 - GENERAL

- 19.01 There will be no contracting out of bargaining unit work, whereby this would cause a lay-off of any full-time employee.

- 19.02 The employer shall pay an employee for time lost, resulting from a compensable accident, during the period on the first day which is not covered by Workplace Safety and Insurance Board coverage".
- 19.03 a) Sick pay allowance upon completion of six months service will be paid for and administered by the Employer. Sick Pay Allowance will provide for the payment of the first three (3) days of any absence due to sickness, to a maximum of nine (9) days per calendar year, at One Hundred Percent (100%) of basic daily pay and will be paid through regular payroll and will be subject to the normal payroll deductions.
- b) The Employer may require the employee to produce a medical certificate from a duly qualified medical practitioner upon their return to work at the cost of the employer.
- c) Personal Day Allowance will provide for the payment of three (3) personal days per calendar year at 100% of basic daily pay and will be paid through regular payroll and will be subject to the normal payroll deductions provided that a request to use a personal day is received and approved not less than five (5) business days prior to the day of its intended use.

The Employer at its sole discretion may waive any such advance notice requirements.

- 19.04 Co-ordination of benefit provision. This Article applies where the spouse and/or family of a covered full-time employee are provided with insurance coverages by virtue of such spouse's employment. Where such coverages are provided, the amount of benefit provided under Article 12 shall be equal to the amount otherwise payable by the Employer, less the full amount which would be provided by virtue of the spouse's employment in the absence of any benefits provided by the Employer.
- 19.05 The Employer will pay for the cost of a second eye examination each 24 month period provided the cost is not covered under the insured benefit plan and/or any government medical care insurance plan for those employees required to operate video display terminals. In the event it is found that a change in eyeglass prescription is required based on strain from the use of video display terminals, the Employer agrees to pay the cost of the new eyeglass lenses provided the cost is not covered under the insured benefit plan and/or any government medical care insurance plan.

ARTICLE 20 - PARKING EXPENSE

- 20.01 The Employer will pay for parking permits for those employees who require same, for the use of the parking facilities provided at the workplace.

ARTICLE 21 - TECHNOLOGICAL CHANGE

- 21.01 The Employer will provide training during working hours, with respect to technological change. In the event the Employer requests an employee to enroll in training outside the regular working hours, the employee shall be paid at the applicable overtime rates of pay, as specified in Article 6.02 of this Agreement, for all hours spent in training outside the regular working hours.


ARTICLE 22 - TERMINATION

- 22.01 The Agreement shall come into effect December 11th, 2023 and shall remain in force until December 31st, 2027 and shall be automatically renewed from year to year, unless either party not more than 90 days before any expiry dates, gives written notice of its desire to make a change or changes herein. The proposed amendment will be made available to the other party prior to a subsequent meeting of the parties which will take place within 10 days of receipt of this written notice with a view to negotiating renewal of this Agreement. During the period of such negotiations, this Agreement shall remain in full force and effect.


Executed this 16th day of July 2024


Signed on behalf of United Food and
Commercial Workers Canada Local 1006A

Signed on behalf of Canadian Office
Professional Employees Union, Local 343



L. Agins





LETTER OF UNDERSTANDING

Re: Signing Bonus

A signing bonus of \$1000 will be payable to employees on the payroll on January 1, 2024, to be paid the first full week of January 2024.



For employees hired prior to January 1, 2024, a signing bonus of \$1000 will be payable to employees on the payroll on January 1, 2025, to be paid the first full week of January 2025.

Signed on this 16th day of July 2024

Signed on behalf of United Food and
Commercial Workers Canada Local 1006A


L. Agins

Signed on behalf of Canadian Office
Professional Employees Union, Local 343



Mary-Joe