

COLLECTIVE AGREEMENT

BETWEEN

PJ KALKY INC.

And

Unifor



LOCAL 333

EXPIRY DATE: May 31, 2028

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ARTICLE 1 - PURPOSE

- 1.01** The purpose of this Agreement is to provide collective bargaining relations between the Company and its employees and the Union representing these employees to promote their mutual interest in the harmonious operation of the "site", to provide orderly procedures for the prompt and equitable disposition of grievances and for the establishment and maintenance of mutually satisfactory hours of work, wages and working conditions.
- 1.02** During the life of this Agreement the Union and its members will work in full co-operation with the Company to increase the operating efficiency of the site. The Union and its members will actively support the Company in its effort to minimize cash storages. It is in the best interest of the Company, the Union, and the employees to provide superior service to our customers.
- 1.03 (a)** The Company agrees that employees covered by this agreement shall during the term of this agreement, be entitled to participate in all incentive plans/programs, at their site, in accordance with their provisions, as are in effect or modified from time to time to meet site business needs.
- (b)** The parties agree that programs implemented under this Article shall continue during the term of this Agreement but may be terminated by the Company upon provision of thirty (30) days notice, in writing, to the Union. These plans/programs shall not be subject to the Grievance Procedure of this Agreement except to allow for the correction of clerical or administrative errors.
- 1.04** The Local Union and the Union Representatives at the sites will support the Company's objective to improve customer service by encouraging all Gas Services Attendants (G.S.A.) to:
- properly greet all guests in a timely and courteous manner
 - ask for add-on sales
 - thank the guest before leaving
 - provide overall excellent customer service

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes that the Employer has the exclusive right to operate and manage the business and to direct the work performed by its employees. Without restricting the generality of the forgoing, this will include the right to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, direct, promote, classify, transfer, layoff and recall, and discharge, suspend or otherwise discipline employees for a just cause;
- (c) determine the methods and techniques of work, the schedules of work, the number of personnel to be employed to make studies of and to institute changes in jobs and job assignments, the locations, extension, limitations, curtailment or cessation of operations and to determine all other functions and prerogatives heretofore vested in and exercised by the Company which shall remain solely with the Company;
- (d) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees;
- (e) implement and modify from time to time performance and customer service standards.

2.02 The Employer shall exercise its rights in a manner which is consistent with the terms of this Agreement. Any exercise of these rights in conflict with the express terms of this Agreement shall be subject to the provisions of the Grievance Procedure.

2.03 The Company and the Union undertake not to discriminate against any employee for reasons including race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, mental status, family status or handicap or any other grounds of discrimination as set out in the Ontario Human Rights Code and membership or non-membership in any Trade Union.

2.04 Supervisor(s) or person(s) above the rank of Supervisor will not perform bargaining unit work which is covered by this Agreement. Except the following:

- a) in emergencies when regular employees are not available.

ARTICLE 3 - RECOGNITION

3.01 for the purpose of this Agreement, the terms "Employee", "Probationary Employee", "Full Time Employee" and "Part Time Employee", shall be interpreted to mean :

- (a) "Employee" - This term applies to a person employed by the Company and who falls within the scope of the Bargaining Unit;
- (b) "Probationary Employee" - This term applies to an employee during the first ninety (90) days of work from the date hire ;
- (c) "Full Time Employee" - An employee who is regularly employed for more than twenty-four (24) hours per week, who is other than a probationary employee.;
- (d) "Part Time Employee" -An employee who is regularly employed for not more than twenty-four (24) hours per week;

3.02 As a condition of employment, the Company shall deduct from the wages of each employee, Union dues in the amount certified by the Union to the Company to be currently in effect according to the Union Constitution and remit the same to the Union prior to the 28th day of the month following the month in which such deduction is made. The Union agrees to indemnify and save the Company harmless from any claims which arise in complying with the provisions of this clause.

3.03 No bills, bulletins, newspapers or other documents shall be posted or distributed in nor about the premises of the Company by the Union nor by any employee.

3.04 The Company will provide a bulletin board at the site for the posting of notices of Union appointments, meetings or social events. Any such notices shall be submitted to the Site Manager for approval before posting.

ARTICLE 4 - UNION REPRESENTATION

- 4.01**
- (a) Stewards appointed by the Union are representatives of the employees in the processing of grievance.
 - (b) Representatives of the national and local Union shall be entitled to participate in any meeting between the Company and the bargaining committee or the grievance committee. Unifor representatives represent the employees in all matters pertaining to this Agreement. They are authorize to negotiate amendments to or renewal of this

Agreement to enforce all rights of the employees under this Agreement.

- 4.02** Unit Chair and/or Stewards shall be granted time off to assist an employee in the presentation of a grievance where such grievance must first obtain permission from his or her supervisors. Such permission will not be unreasonably withheld. Upon completion of his or her business, the Unit Chair and/or Steward will report to the Supervisor, and then return to his or her regular duties.
- 4.03** The Union has the right to appoint one (1) Steward from each of the full time and part time bargaining units for a maximum of two (2) stewards.
- 4.04** The Union has the right to appoint a maximum of one (1) member from each of the full time and part time bargaining units to the bargaining committee.
- 4.05** The Union shall notify the Company, in writing, of the names of those members chosen as stewards and/or bargaining committee members, and of any changes in such personnel as those changes occur. No employee shall serve as a steward until first having completed six (6) continuous months of service.
- 4.06** There shall be no discrimination by the Company, the Union or any employee against any person employed by the Company on account of membership, non-membership, activity or lack of activity in any lawful Union.
- 4.07** All employees have the right to be represented by the Union at meetings involving disciplinary action. Management will advise employees of this right prior to disciplinary meetings taking place. If a steward is not immediately available, the meeting will be delayed to a maximum of twenty-four (24) hours, or as otherwise mutually agreed by the parties, so that a Unit Chair and/or Steward may be made available.

ARTICLE 5-SENIORITY, PROMOTIONS, DEMOTIONS, LAYOFFS & REEMPLOYMENT

Probationary Employees

- 5.01** A probationary employee as defined by Article 3.01(b) will have no seniority rights during the probationary period. Upon successful completion of the probationary period, seniority rights will be regarded as having started from the most recent date of hire. The purpose of the probationary period is to provide an opportunity to

determine whether a new employee has the ability and qualities to become a reliable and competent employee.

The Employer shall keep the Local Union informed and confirm in writing, any appointment to the position of senior G.S.A. and shall supply the name of the person(s) holding this position with effective date.

Seniority Employees

5.02 Seniority shall be based on the most recent date of hire at the site. A seniority list will be prepared as of the date of the signing of this Agreement and this list will be posted at the site. The Company will prepare and post such a list at six (6) month intervals showing any amendments or revisions during the life of this Agreement.

5.03 All employees shall lose all seniority and shall be deemed to have terminated employment with the Company if they:

- (a) voluntary resign or retire;
- (b) are discharged by the Company;
- (c) are laid off for more than six (6) months;
- (d) fail to return to work after layoff within three (3) calendar days after being requested to do so by the Company, by registered mail sent to the last address recorded by the employee and appearing on the records of the Company. This time limit may be extended by the Company if the employee has a reasonable excuse, acceptable to the Company;
- (e) are absent from work for three (3) or more consecutive scheduled days of work without advising the Company and giving reasons satisfactory to the Company either before being absent or upon return;
- (f) take work elsewhere during leave of absence without the written consent of the Company;
- (g) overstay a leave of absence without justifiable reason as determined by the Company.

5.04 In the event that staff reductions or layoffs become necessary, probationary employees shall be the first laid off and then the regular employees in the inverse order of their seniority, providing that the remaining employees have the skill, ability, experience and /or qualifications required by the Company to perform the available work.

5.05 Employees in the bargaining unit who are displaced through bumping or whose job is abolished may also exercise authority to displace a junior employee within the bargaining unit, providing the employee has the skill, ability, experience and/or qualifications required by the Company to perform the

available work.

- 5.06** In the event of staff reductions or layoffs, the Company will provide each employee to be laid off with at least two (2) weeks notice of such layoff.
- 5.07** No new employee shall be hired until those laid off for six (6) months or less have been given the opportunity of recall.
- 5.08** The Company will post all job vacancies within the scope of this Agreement that occur at the site. The job opening will be posted for the minimum of five (5) days (two (2) days during the weekend), bargaining unit employees desiring an available vacancy may make application in advance of any vacancy occurring, through their manager in writing.

All site employees' applications, on file at time of posting, will be given priority to employees within the bargaining unit, and will be considered by seniority.

5.09 Temporary Closure due to Planned Redevelopment

In the event of a temporary site closure due to planned redevelopment, the Company shall give the Union at least two (2) months advanced written notice for such a closure.

Upon such notice, the Company will meet the Union to discuss the impact of the change on the employees affected.

In the event of staff reduction or layoff, notice to employees will provide as per Article 5.06.

All bargaining unit employees laid-off due to temporary redevelopment shall keep his/her seniority and wage rate.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

- 6.01** Nothing in this Agreement shall be considered to be a guarantee of work or of hours of work per day or per week of working schedules.
- 6.02** For payroll purposes, time worked will be paid in fifteen (15) minute units. Time worked will be calculated in approved hours and minutes worked each day. Minutes worked in excess of fifteen (15) minute units each day will be accumulated over a one-week period and will be rounded to the nearest fifteen (15) minute unit.
- 6.03** The Company may, when necessary, schedule split shifts to meet its operational needs. Employees will complete all shift reports before leaving at the end of their shift.

Where practicable, the Company will not schedule any employee to work more than seven (7) consecutive days without a day off.

- 6.04** Employees will be allowed to exchange shifts between themselves, provided that:
- (a) no overtime is created;
 - (b) both employees involved initial the work schedule before it is taken down to indicate the change;
 - (c) The Employer is advised at least forty-eight (48) hours in advance of such change, except as mutually agreed.
- 6.05** All hours in excess of forty-two and one half (42.5) hours per week will be paid at one and one-half (1.5) times an employee's regular rate. The regular work week will be from Sunday to Saturday.
- 6.06** There shall be no duplication or pyramiding of overtime premiums or benefits under this Agreement.
- 6.07** Unless he or she has been notified at least 24 before the start of his or her shift not to report for work, an employee reporting for work at his or her scheduled starting time shall be provided with a minimum of four (4) hours pay in lieu thereof at straight time, unless such call-in results in overtime.

Vacation and Holidays

- 6.08** Vacation is to be taken at a time scheduled by the Company in consultation with the employee. Where practicable, employee requests for vacation times will be honoured. Where two (2) or more vacation requests conflict, vacation preference will be granted on the basis of seniority.

6.09 Vacant Clause

6.10 The following holidays are recognized under this Agreement:

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

Employees who are not required to work on a recognized holiday, and who qualify for holiday pay, will receive the lesser of their regular scheduled hours of work at their basic hourly rate, or eight (8) hours pay at their basic hourly rate, or as an alternative, substitute another working day off with pay on a day that can be mutually agreed to between the employee and the Manager.

Employees who work on a recognized holiday will be paid for all hours worked on the holiday at one and one-half (1.5) times their regular hourly rate.

If a holiday falls during an employee's scheduled vacation, the Company shall with the agreement of the employee, either pay the employee that equivalent of their regular scheduled hours of work at their basic rate of pay, or provide another day off with pay in lieu of the holiday.

Full time employees may express their desire to work or not to work on a recognized holiday.

6.11 All full-time employees of the Company are entitled to annual vacations, with pay, in accordance with the following schedule:

1 year but less that 3 years of service	- 2 weeks vacation (4% vacation pay)
3 years but less than 10 years of service	- 3 weeks vacation (6% vacation pay)
10 years but less than 15 years of service	- 4 weeks vacation (8% vacation pay)
15 years or greater of service	- 5 weeks vacation (10% vacation pay)

6.12 Shift Premiums

- a) Employees will be paid an additional premium of \$0.30 per hour worked for all hours worked between 3 pm and 11 pm.
- b) Employees will be paid an additional premium of \$0.65 per hour worked for all hours worked between 11 pm and 7 am.

6.13 Where an employee is unable to attend their shift for any reason, they must notify the Company of their absence within a reasonable amount of time, considering the situation, prior to the beginning of their scheduled start time.

6.14 All full-time employees unused vacation will be paid out by March 1st of the following year.

ARTICLE 7 -GRIEVANCE PROCEDURE

7.01 A grievance is a difference between the Union and the Company regarding the interpretation, application, administration or alleged violation of this Agreement. Should any such difference arise, the employee concerned must be discuss and attempt to resolve the difference with the Site Manager before using the grievance procedure. If the answer of the Site Manager is unsatisfactory, an earnest effort will be made to settle the difference in the following manner:

Step No. 1 - The employee may, provided it is done within ten (10) calendar days of the incident giving rise to the difference, present it as a grievance to the Site Manager. All grievances must be in writing stating the issue being grieved, the remedy sought and signed by the grievor. The grievor may at his/her option, be accompanied by a Union representative. The Site Manager will provide the grievor with a written decision within ten (10) calendar days from the date the grievance was presented to the Site Manager. Such decisions will be without precedent to any future case. if the decision is unsatisfactory, then:

7.02 The Union may contest the discharge of an employee, provided the Union files a written grievance within five (5) calendar days of the date of discharge. Such a grievance shall be presented at the Step No. 2 of the grievance procedure.

7.03 Full Time Bargaining Unit Only - If a discharged employee is reinstated pursuant to the grievance procedure or at arbitration, any compensation awarded for earnings lost shall be on the basis of the employee's basic rate and regular scheduled hours of work to a maximum of forty (40) per week, less any amount earned or received by the employee during the time so lost.

Part Time Bargaining Unit Only - If a discharged employee is reinstated pursuant to the grievance procedure or at arbitration, any compensation awarded for earnings lost shall be on the basis of the employee's basic rate and regular scheduled hours of work, less any amount earned or received by the employee during the time so lost.

- 7.04** If the Company does not receive a response from the Union within thirty (30) calendar days of a written answer provided by the Company at Step 2 of the grievance procedure, the grievance will be deemed to have been abandoned and will not be subject to the arbitration procedure of the Agreement.
- 7.05** Nothing in this Agreement prevents the Employer from filing a grievance against the Union with the necessary modifications to the grievance procedure.

ARTICLE 8 -ARBITRATION

- 8.01** Failing settlement under the grievance procedure, a grievance may be submitted to a sole arbitrator in accordance with the following process:

Process for Appointing a Single Arbitrator

1. The party desiring to submit a matter to arbitration shall deliver to the other party a notice in writing of intention to arbitrate within thirty (30) calendar days of a written answer provided at Step 2 of the Grievance procedure. The party initiating the request will submit a list of at least three (3) names of possible arbitrators to act as a single arbitrator to the dispute.
2. Within ten (10) calendar days after the date of delivery of the foregoing notice, the other party shall provide a similar list of at least three (3) possible arbitrators.
3. Each party will review the list of nominees and attempt to agree on a single arbitrator within thirty (30) days of the exchange of nominees.
4. If agreement on an arbitrator is obtained, date(s) for the hearing will be scheduled as expeditiously as possible. The decision of the single arbitrator is final and binding upon both parties to this Agreement and the employee (s) concerned. The single arbitrator will not be authorized to make any decision inconsistent with the provisions of the Agreement, or alter, modify, or amend any portion of this Agreement. The parties will jointly share the expenses of the single arbitrator.
5. If the parties are unable to agree on a single arbitrator, the parties will jointly request that the Office of Arbitration appoint an arbitrator.

ARTICLE 9 - NO STRIKES OR LOCKOUTS

9.01 During the terms of this Agreement, neither the Union or any employee shall take part in or call or encourage any strike, sit down, slow down, suspension of work or other activity against the Company which shall in any way affect the operations of the Company, nor shall the Company engage in any lockout.

ARTICLE 10 - LEAVE OF ABSENCE

10.01 Leaves of absence, including requests for leave for Union business, will be not be unreasonably denied.

10.02 All requests for a leave of absence shall be directed by the employee to the Site Manager with at least seven (7) calendar days notice being given prior to the anticipated commencement of such leave.

10.03 Bereavement Leave

Full Time Bargaining Unit Only - In the event of the death of an employee's parent, spouse and child, the Site Manager will grant the employee up to a maximum of five (5) consecutive working days bereavement leave with pay at their regular rate of pay to bereave or attend the funeral or memorial service of the above immediate member of the family.

In the event of the death of an employee's sister, brother, child, parent-in-law, and/or grandparent, the Site Manager will grant the employee up to a maximum of three (3) consecutive working days bereavement leave with pay at their regular rate of pay to bereave or attend the funeral or memorial service of the above immediate member of the family. The Company reserves the right to require that the employee present proof of the death of the next kin and attendance at the funeral or memorial service.

Additional time required for travel to and from the funeral, or for handling estates matters, may be provided as leave of absence without pay, or a portion of the employee's vacation entitlement may be used for this matter. In either case, the additional time may not be taken without the prior approval of the Site Manager.

Part Time Bargaining Unit Only - In the event of the death of an employee's father, mother, sister, brother, child, parent-in-law, spouse and/or grandparent, the Site Manager will grant the part time employee one (1) day off at their regular rate of pay to bereave or attend the funeral or memorial service, provided the funeral or memorial service occurs on the employee's regular scheduled shift. The Company reserves the right to require that the employee present proof of the death of the next kin.

If additional time is required for travel to and from the funeral, or for handling estates matters, the Site Manager may provide a leave of absence without pay.

10.04 Paid Education Leave

The Employer agrees to pay into a special fund an amount of two-hundred dollars (\$200.00) per year to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on an annual basis into a trust fund established by Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program
115 Gordon Baker Road
Toronto, ON
M2H 0A8

The Employer shall approve Education Leave for the members of the bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

ARTICLE 11 - SAFETY AND MEETINGS

11.01 The Employer agrees to abide by its obligations under the *Occupational Health and Safety Act*.

ARTICLE 12 -SITE CLOSURE/STAFF REDUCTION

Full Time Bargaining Unit Only -

Permanent Site Closure

12.01 In the event of a site closure, the Company shall give the Union, at minimum, the amount of advance notice required in accordance with the *Employment Standards Act*.

12.02 Upon such notice, the Company will meet with the Union to discuss the impact of the change on the employees affected.

12.03 Any employee covered by the terms of this Agreement who is permanently discharged under this Article shall be entitled to severance pay as outlined below, provided that:

- (a) the employee remains available for work until the date of termination;
- (b) the employee is not terminated for just cause.

12.04 Employees entitled to severance pay as outlined in this Article shall receive at termination the amount of severance pay required by the *Employment Standards Act*.

ARTICLE 13 - DISCIPLINE

13.01 No employee shall be disciplined or discharged without just cause.

13.02 In cases where the disciplinary action involves suspension or discharge, the Employer agrees to notify the employee in writing for the reason of such discipline and to send a copy to the Union. Whenever possible the Union steward shall attend such meeting; otherwise, he or she shall be notified afterwards of the disciplinary action taken.

13.03 Employees guilty of theft from the Company will automatically be subject to termination for cause.

ARTICLE 14 - PROTECTIVE CLOTHING

14.01 Each Full Time employee shall receive one (1) winter coat.

14.02 Part Time employees shall be provided with one (1) communal coat.

APPENIDIX A

Wages

Employees will be paid the following wages, which are tied to minimum wage pursuant to the Ontario Employment Standards Act, 2000:

Step 1/Start	12 months	24 months	36 months
Min. Wage	MW+1.00	MW+1.50	MW+1.75

10 years of service or more Premium Increase of an additional \$1.00/hr

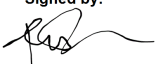
Senior Gas Attendant Premium at \$0.75 (additional to wages above).

Note: There is only one Senior Gas Attendant at this site.


A one-time signing bonus, to be paid by June 30, 2025, of \$100.00 for each employee who is employed on the date of ratification. This one-time signing bonus is contingent on the ratification of the collective agreement and the proposed amendments.

In witness whereof the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

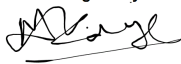
For the Company

Signed by:

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For the Union

Signed by:

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Signed by:
Lisa Markes
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Dated: 2025-08-14