

Collective Agreement

Between:



and



Effective Date: March 1, 2015

Expiry Date: February 24, 2024

Collective Agreement

Between:



and



Effective Date: March 1, 2015

Expiry Date: February 24, 2024

Name _____

Address _____

Telephone No. _____

Work Address _____

Work Telephone No. _____

Shop Steward _____

Telephone No. _____

Assistant Shop Steward _____

EMERGENCY PHONE NUMBERS

Police _____

Fire Department _____

Doctor _____

In case of emergency, please Inform:

Name _____

Address _____

Telephone No. _____

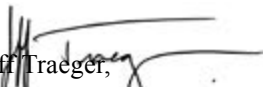
President's Message

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.



It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace—or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,


Jeff Traeger,
President UFCW Local 832

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN:

SOBEYS
RETAIL SUPPORT CENTRE
WINNIPEG

Hereinafter referred to as the "Company"
of the first part

-and-

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL # 832

Chartered by the United Food and Commercial
Workers

International Union

Hereinafter referred to as the "Union"
of the second part

For and on behalf of all eligible employees of Sobeys West IGA Distribution Centre, in the City of Winnipeg, in the Province of Manitoba, save and except warehouse and cafeteria employees working at the Sobeys West Inc. facilities located at 1265 Empress Street, 1000 King Edward Street and 1100 King Edward Street, but excluding truck drivers,

swampers not paid by the Company, building and equipment maintenance personnel, salespersons, supervisors, Lead Hands, administrative and office staff, quality and inventory control personnel, managers and those above the rank of managers and those excluded by the Act.

March 1, 2015 – February 24, 2024

1

ARTICLE 1 **PURPOSE**

- 1.01 The purpose of this Agreement is:
- To promote and maintain harmonious relations between the Company and its employees,
 - To promote and improve the economic conditions for the Company,
 - To secure prompt and fair disposition of grievances and secure operations free from interference or interruption of work,
 - To provide a framework for wages and conditions of employment which shall prevail between the Company and its employees.

It is recognized by this Agreement to be the duty of the Management, on behalf of the Company, and the Union Officers and employees, on behalf of the Union, to co-operate both collectively and individually, for the promotion of the aforesaid conditions and enforcement of all terms of this Collective Agreement

2

ARTICLE 2 **DEFINITION**

2.01 The term "employee," as used in this Agreement shall include all warehouse and cafeteria employees of Sobeys West IGA Distribution Centre,

in the city of Winnipeg, in the Province of Manitoba, save and except warehouse and cafeteria employees working at the Sobeys West Inc. facilities located at 1265 Empress Street, 1000 King Edward Street and 1100 King Edward Street, but excluding truck drivers, swampers not paid for by the Company, building and equipment maintenance, salespersons, supervisors, Lead Hands, administrative and office staff, quality and inventory control personnel, managers and those above the rank of managers and those excluded by the Act.

2.02 The Company will have the right to use excluded casual labour from time to time for unexpected, non-routine projects or tasks. This would include temporary relief opportunities in the cafeteria. No bargaining unit employee shall have their hours of work reduced as a result of the use of such casual labour.

2.03 In this Agreement, unless otherwise indicated by the context, the plural shall include the singular and the masculine the feminine and vice versa.

ARTICLE 3 **RECOGNITION**

3

3.01 The Company recognises the Union as the sole Collective Bargaining Agent for the employees, as described in Article 2 above.

4

ARTICLE 4 **MANAGEMENT RIGHTS**

4.01 The Union acknowledges it is the sole exclusive right of the Company to;

- (a) plan, direct and control Retail Support Centre operations
- (b) maintain order and discipline employees; including promote, demote, suspend, layoff, transfer, discipline or discharge employees,
- (c) determine the competency of employees,
- (d) study or introduce new or improved production methods, facilities or production standards.

4.02 The parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude any other functions of management, which shall not be limited except as specifically provided by the terms of this Agreement.

4.03 The Company retains the sole right to select and assign at its discretion Warehouse Personnel to be trainers from time to time.

4.04 The parties to this agreement shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

ARTICLE 5 **BARGAINING UNIT WORK**

5

5.01 Employees noted in 2.01, will not normally perform bargaining unit work in a routine or continuous manner to the extent that it impacts on the full-time status of an existing full-time employee. Ensuring customer service standards are achieved during periods of excessive absenteeism or unforecasted volume spikes, or coaching, training, instructing and assisting employees is exempt.

5.02 Teamwork is a critical aspect of the Winnipeg Retail Support Centre. Accordingly, individuals not in the bargaining unit will occasionally perform work also performed by bargaining unit employees and individuals in the bargaining unit will occasionally perform work performed by non bargaining unit employees consistent with the Company's high standards of customer service.

5.03 No bargaining unit employee shall have their hours of work reduced as a result of the use of such excluded employees.

ARTICLE 6 **UNION SECURITY**

6

6.01 All employees in the bargaining unit who were members in good standing of the Union, as

of date of ratification, shall remain members of the Union in good standing during the lifetime of the Agreement as a condition of employment.

6.02 Any new employee must join the Union and sign a membership application as attached to this agreement at Exhibit one within thirty (30) days of their date of hire.

6.03 The Union agrees and shall indemnify and save harmless the Company from any liability or action of any kind whatsoever that may arise out of deductions made from the pay of any employee pursuant to Section 6.04 hereof.

6.04 The Company will deduct Union dues, on a bi-weekly basis, for the duration of this Agreement and initiation fees as certified by the Union, in writing, from all members of the bargaining unit, except those specifically excluded by the provisions of this Article. The Company agrees to remit such initiation fees and dues, together with a list of employees from whom such deductions have been made, to the Union, at its mailing address, by the twenty-first (21st) day of the following month, also listing terminations and new hires during this period. Every year, the employer shall calculate the amount of union dues deducted for each employee, and indicate this amount on the employee's T-4 slips.

6.05 The Company shall forward Exhibit One, as attached to this Agreement, duly completed, to the Union. The Union shall bear the expense of printing and mailing the letter.

6.06 The Company shall provide the Union with a list containing the current names, Social Insurance Numbers, addresses, telephone numbers, classifications and rates of pay of all bargaining unit employees in January and July of each year.

ARTICLE 7 **UNION BUSINESS**

7

7.01 The Union agrees that Union duties and activities will not be carried out on the Company's premises, at any time, except where permitted by this Agreement. A duly authorized Union Representative shall have access to the premises only during business hours, at reasonable times as determined by the Company, to discuss Union business with the Company and/or the employees covered by the Agreement. In no case shall such visits interfere with the progress of the work and provided that on each occasion permission is first obtained from the Retail Support Centre Director or his appointee. This access privilege shall not be abused and it is further understood that such representative of the Union shall comply with the Company regulations while on Company premises.

7.02 Subject to 7.01, when visiting the warehouse, the full-time Union Representative may be accompanied by a Shop Steward. All time spent by a Shop Steward accompanying the full-time Union Representative shall be with pay. Permission to accompany the Union Representative shall not be unreasonably denied.

8

ARTICLE 8 **UNION STEWARDS** **AND DISCIPLINE**

8.01 The Union shall notify the Company in writing of the names of the Shop Stewards, and Chief Steward. It is agreed that there shall be two (2) Shop Stewards for the Dayshift, two (2) Shop Stewards for the Afternoon Shift and one (1) Shop Steward for the Nightshift. The Union Steward may leave his regular duties for a reasonable duration to assist employees in processing grievances as defined in this Agreement, however, he must first obtain permission from his shift Supervisor for such purpose and upon completion, he shall report to his shift Supervisor and return to his regular duties. It is agreed that this time will not be abused. It is understood that where practical and possible such activity will be conducted on the employee's break, meal time or before/after the working shift.

8.02 Shop Stewards shall be allowed to wear their Shop Steward identification acceptable to the Company while on duty.

8.03 The Company agrees that when an employee is called in on a disciplinary matter that will form part of his work record, the Steward or in their absence an alternate employee, present at work and chosen by the employee concerned, may be called in at the same time (disciplinary matters for this purpose is considered verbal/ written warnings, suspensions and terminations). A copy of such discipline will be provided to the employee and sent to the Union office.

8.04 All disciplinary meetings shall be held in private and, unless there is a valid reason not to do so, shall take place in a location on the Company's premises.

8.05 Employees covered by this Agreement shall have access to their own personnel file, upon written request by the employee involved.

ARTICLE 9 **EMPLOYEE INFORMATION**

9

9.01 The employee is required to keep the Company informed of his latest address, telephone number and other essential contact information. Failure to do so will relieve the Company of any obligation related to providing the employee with any information such as shift changes, shift cancellations, overtime availability, Record of Employment, return to work notices, etc.

10

ARTICLE 10 **STRIKES AND LOCKOUTS**

10.01 It is agreed by the Union that there shall be no curtailment of work, slowdowns or strikes which interferes with work or Company operations during the term of this Agreement. The Company agrees there will be no lockout during the term of this Agreement.

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ARTICLE 11 **HOURS OF WORK**

- 11.01(a) The normal workweek shall be Sunday through Saturday. The normal work schedule shall be eight (8) or ten (10) hours daily and forty (40) hours weekly as determined by the Company unless otherwise mutually agreed between the Company and the Employee.
- (b) Employees shall have two (2) fifteen (15) minutes paid break periods per eight (8) hour shift or per ten (10) hour shift and one (1) thirty (30) minute unpaid meal period unless otherwise mutually agreed between the Company and the employee. With the exception of the meal period, an employee's shift for the day shall be comprised of consecutive hours of work.
- (c) A person working a daily shift of less than five (5) hours shall receive one (1) uninterrupted fifteen (15) minute rest

period with pay. A person working a daily shift of five (5) hours or more but less than eight (8) hours shall receive one (1) uninterrupted fifteen (15) minute rest period with pay which shall be in addition to the uninterrupted meal period without pay that is provided for in (b) above.

- (d) In the event an employee works overtime in excess of two (2) hours, an additional fifteen (15) minute paid break will be provided at the end of the first two (2) hours of overtime.
- (e) If an employee reports for work on his regular scheduled shift, or is called out to work, and no work is available, he shall be paid a minimum of four (4) hours at his regular rate unless otherwise mutually agreed.

11.02 Work shifts, as herein set out, are for the purpose of providing a basis for calculating time worked, and shall not be a guarantee as to hours of work per day nor as to days of work per week. Notwithstanding this clause employees are allowed a brief period for stretching and pre-shift inspection at the beginning of the shift and for clean up prior to the end of the shift. This privilege will not be abused.

11.03 **Work Schedules**

The Company shall post a two (2) week work schedule for all employees not later than Tuesday 3:00 p.m. of each second week for the

following two (2) weeks. Said schedule may be changed without notice in the event of emergencies, unscheduled absences of employees or other instances of business requirements.

11.04 **Time Clock**

The Company shall provide a time clock to enable employees to record their own time for payroll purposes. Employees shall record their own time at the time they start and finish work. Employees shall be entitled to review their time entries upon request.

11.05 In situations where the public transportation system for the city of Winnipeg is to be shut down or declared unsafe, or where the Department of Highways for the Province of Manitoba closes roads that an employee uses to travel to work due to inclement weather, any employee who was scheduled to work during such day shall not be required to report to work under such circumstances and shall have the absence considered excused and not applied to the attendance management program.

11.06 Voluntary time off (VTO) when available shall be offered to employees in order of seniority with the understanding that qualified employees must be available to perform the remaining work. Employees must complete their current work assignments before being considered for this privilege.

ARTICLE 12 **OVERTIME**

12

12.01 The Company operates a continuous business and as such employees who work on a General Holiday will be provided a day off within thirty (30) days of the Holiday at a time mutually agreed to by the employee and the Company. Provided there is mutual agreement between the Company and the Employee the day may be scheduled outside of the thirty (30) day window noted in this clause. In the event that mutual agreement cannot be reached, the day will be paid out.

- 12.02(a) Overtime work shall be paid as follows:
- (i) The Company will pay time and one-half (1 ½) for all hours worked in excess of eight (8) hours per day (or ten (10) hours for those employees assigned ten (10) hour shifts).
 - (ii) The Company will pay time and one-half (1 ½) for all hours worked or paid in excess of forty (40) hours per week.
- (b) When an employee works three (3) hours overtime on a normal scheduled shift, such employee will receive a meal allowance. Such allowance to be a cafeteria voucher or equivalent that covers the cost of a meal.

-
- 12.03(a) Overtime that has been properly authorized by Management will be offered to the senior qualified employee in the department on the shift the overtime is to be worked who normally performs the work to be done. If insufficient volunteers are available the Company may assign overtime to all employees (full-time and part-time) who have performed work in that job on the majority of the shift by selecting in reverse order of seniority by job. This will not prevent the Company from assigning the work to available employees from other departments at straight time to achieve their regular eight (8) hours. Any employee who volunteers for or otherwise accepts an overtime assignment will be obliged to report for and complete the hours agreed upon.
- (b) The determination for overtime work is at the discretion of the Company; as example, it may be designated at the end of a shift, or prior to the start of a shift.
- 12.04(a) For designated additional overtime shifts, the Company will post Additional Manpower Requirements Lists on Wednesday of each workweek. Such lists will be removed at noon on Friday of each workweek. Additional overtime shifts will be assigned on the basis of seniority from among qualified employees who have signed the list. This provision will also be utilized for a paid holiday week with the timing so adjusted.

-
- (b) If, the Company is unable to secure greater than the number of employees required in (a) above, the Company will choose the required number of qualified employees on the basis of reverse order of seniority by job.

12.05 **Banked Overtime**

Employees shall have the option of straight time off for overtime worked provided that time off is agreed to mutually by the employee and the Company and provided he indicates what his preference is prior to working the overtime. At no time will this accumulation exceed forty (40) hours.

12.06 All time worked in excess of eleven (11) continuous hours for an eight (8) hour shift, or thirteen (13) continuous hours for a ten (10) hour shift, shall be paid at double (2) time his regular hourly rate of pay.

12.07 In all instances where an employee accepts overtime outside of his normal job, he will be expected to meet the normal standards of the job performed on overtime. Additionally, all normal work rules apply.

ARTICLE 13
LAYOFFS

- 13.01(a) In the event an employee is to be laid-off, he shall receive notice or pay in-lieu-of notice on the following basis:
- One (1) week if his period employment is less than two (2) years;
 - Two (2) weeks if his period of employment is two (2) years or more but less than five (5) years;
 - Four (4) weeks if his period of employment is five (5) years or more.
- 13.02(a) A full-time employee who is laid-off and who elects at the point of lay-off, to become a part-time employee, shall be subject to the provisions of part-time employees.
- (b) A laid-off full-time employee returning to work shall receive notice by telephone or registered mail and shall provide their intention to return within one (1) week and return to work during the next two (2) weeks.
- (c) A laid-off full-time employee may maintain health and welfare benefits for a period of up to three (3) months. The cost of such benefits for this period is to be borne by the employee.

13.03 In the event the permanent closure Retail Support Centre, the Company agrees to provide as much notice as possible and practical. At time of closure, the company will provide closure/severance packages as follows;

- After two (2) years continuous service, two (2) weeks with pay;
- After four (4) years continuous service, four (4) weeks with pay;
- After six (6) years continuous service, six (6) weeks with pay;
- After ten (10) years continuous service, ten (10) weeks with pay.

ARTICLE 14 **PAID HOLIDAYS**

14

14.01 The Company agrees to recognize the following paid holidays:

New Years Day	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (Terry Fox Day)	

14.02 Employees will not be paid for the above holidays, if they do not work the scheduled full working day before the holiday, the scheduled full working day after the holiday, or on the day of holiday (if required/scheduled) except for paid absences for

vacation, bereavement or jury leave. Notwithstanding the foregoing, an employee will not be paid holiday pay for holidays which fall in a week where the employee has been on short term disability, long term disability or workers compensation for the whole week.

14.03 Subject to 14.02 full-time employees will receive eight (8) hours of statutory holiday pay. Part-time employees will be paid holidays in accordance with the Employment Standards Code.

14.04 If a holiday as listed in 14.01, is observed on an employee's scheduled day off, the employee will be scheduled another day off with pay within thirty (30) days of the date of the holiday or paid out as referenced in 12.01.

15

ARTICLE 15 **VACATIONS**

15.01 Vacation will be accrued on a Real Time Vacation basis, this means an employee will earn the applicable amount of vacation time in each bi-weekly pay period. The amount of vacation time available will be reflected on the employee's bi-weekly pay statements. Employees in their first year of service must complete one year of service in order to accumulate their full annual vacation allotment. The vacation year shall run from May till April and align with the Company fiscal year.

15.02 Vacation accruals are established based on years of service and gross earnings in each bi-weekly pay period as follows:

<u>Employment</u>	<u>Entitlement</u>
(a) less than three (3) years of continuous employment since date of last hire	four (4%) percent of total gross earnings - two (2) weeks
(b) three (3) years or more but less than eight (8) years of continuous employment since date of last hire	six (6%) percent of total gross earnings - three (3) weeks
(c) eight (8) years or more but less than sixteen (16) years of continuous employment since date of last hire	seven (7%) percent of total gross earnings - four (4) weeks
(d) sixteen (16) years or more but less than twenty three (23) of continuous employment since date of last hire	nine point six two (9.62%) percent of total gross earnings - five (5) weeks
(e) twenty three (23) years or more of continuous employment since their last date of hire	eleven point five four (11.54%) percent of total gross earnings - six (6) weeks

Employees will receive the full entitlement of vacation weeks each vacation year. However, they will be paid based on their percent of total gross earnings earned for their period actively at work.

Gross wages include all regular wages, payment of banked overtime and general holiday pay.

Overtime wages and wages in lieu of notice are not included in the calculation.

15.03 Employees will be entitled, within their department, to two (2) consecutive week's vacation during the prime vacation period May through September. Employees may take their vacation entitlement in one continuous period outside of the prime vacation period.

15.04 Employees entitled to more than two (2) weeks' vacation shall have their extra vacation scheduled after all other employee's vacations have been scheduled within the prime vacation period.

15.05 Employees may be granted vacation in less than full week increments.

15.06 Under no circumstances will an employee receive pay in lieu of vacation.

15.07 All employees are required to take a minimum of two (2) weeks' vacation. If an employee's annual vacation allotment is greater than two weeks, he will be able to carry over unused vacation time in excess of two weeks from one vacation year to the next. This vacation carry-over will be allowable only to the extent that at the beginning of the vacation year, the employee's total available vacation time does not exceed his annual allotment plus two weeks.

15.08 The Company retains the right to determine the vacation period for each employee, subject to the provisions of seniority and in consideration of business requirements and all other relevant considerations. Vacation previously approved may be cancelled at the Company's discretion where the employee has exhausted paid vacation prior to the selected date.

15.09 All employees are required to submit their preference for their first two weeks vacation time by the second Monday in February. Employees shall have until the second Monday in March of each year to indicate a preference for their remaining vacation time. On the second Monday in April of each year the Company shall post a finalized vacation schedule which cannot be changed except by mutual agreement between the Company and the employee. Vacation choices not made by the deadline will result in a loss of seniority for vacation purposes.

15.10 If a full-time employee becomes confined to his/her home or in the hospital due to serious illness or injury while on vacation, the employee may file a claim for Weekly Indemnity benefits and the balance of the employee's vacation will be rescheduled at a mutually agreeable time following the employee's return to work.

16

ARTICLE 16 **SHIFT PREMIUM**

16.01 Effective March 1, 2015 *all* employees scheduled to work between the hours of 2:00 p.m. and 6:00 a.m. will be paid a premium of one (\$1.00) dollar per hour for each hour worked between 2:00 p.m. and 6:00 a.m.

16.02 Effective March 1, 2015 *all* employees scheduled to work in the freezer will paid a premium of one (\$1.00) dollar per hour so worked.

16.03 Premiums are not subject to overtime rates.

17

ARTICLE 17 **LEAVE OF ABSENCE**

17.01a) Full-time and part-time employees are entitled to the Leave of Absences as outlined in Employment Standards (Compassionate Care Leave, Maternity Leave, Parental/Adoption Leave etc.).

b) All requests for personal leaves of absence shall be made in writing to the Department Manager. The employee's request and the Company's decision concerning any requested personal leave of absence shall be made in writing. The granting or refusal

of all such leaves of absence shall be at the discretion of the Company.

17.02 **Union Convention/Conference/Education Leave**

If an employee is elected as a delegate of the Union to attend a Union Convention, or selected to attend a course or seminar which requires a leave of absence, may be arranged by mutual agreement between the Union, the Employee and the Company with the Company retaining the final decision on granting or denying such leave based on the efficient operation of the business as determined by the Company. The Company agrees to pay these employees as if they were at work and the Union agrees to reimburse the Company for these costs which could include a benefit component. Requests for leave under this provision will not be unreasonably denied.

17.03 **Union Leave**

The Union may request a leave of absence for an employee to attend to long term union business. Two (2) weeks' advance notice shall be given to the Company indicating that such leave is required and unless otherwise agreed to by the Company no more than one (1) bargaining unit employee shall be entitled to such leave at any one (1) time. This type of leave shall not exceed one (1) calendar year unless otherwise mutually agreed to between the Company and the Union. Requests for such leave will not be unreasonable withheld.

17.04 An employee granted leave of absence who wishes to return to the employment of the Company, shall give notice of such intention of returning to work at least two (2) weeks prior to the expiry date of his leave of absence. If the leave of absence is less than two (2) weeks, he shall state the date he shall return from such leave, before commencing his leave of absence.

17.05 **Family Responsibility Leave**

In the event of an illness or injury occurring to an employee's spouse, parent or child the employee may request, and if so, shall be granted a leave of absence or absences which shall not exceed three (3) working days in total per calendar year. The purpose of this leave shall be to enable the employee to attend to the needs of their ailing spouse, parent or child. Reasonable proof of the event may be required.

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ARTICLE 18 **SICK BENEFITS**

- 18.01 (a) Full-time employees shall be entitled to forty eight (48) hours paid sick days in twelve (12) month period if such absence relates to sickness. Authorization of paid time off from the sick benefit program operates on a rolling twelve (12) month period.
- (b) The Company shall have the right to require an independent medical certificate

for all absences due to illness. If requested such certificate will be required within three (3) working days of the absence (the employee is expected to provide a certificate before returning to work, consideration will be provided for an extension when Doctor's visit is scheduled beyond three (3) days). Such certificate shall attest to the nature of the illness and length of absence and the cost will be the responsibility of the employee.

- (c) The above sick days will not accumulate from year to year.
- (d) Employees hired full-time will be eligible to accrue for sick time benefits after three (3) months of their hiring to full-time.

The employee must notify the Manager (or appointee) of his absence as far in advance as possible but at least one (1) hour prior to his regular start time. Unforeseen circumstances will be taken into consideration if time limits are not met. The employee must provide the following information.

- why unable to report to work (nature of illness/injury, bereavement, etc);
 - estimated duration of absence (one, two, three or more days);
 - how the supervisor can call him relative to his absence.
- (e) An employee returning to work from an absence as described in Article 18.01 (i) must inform the Manager or his designate of his return, length of such notice required will be as determined by the Company in

consideration of the length of the absence and the affect on operations.

- (f) Any employee abusing this privilege by attempting to collect absence from work pay under false pretences will be subject to immediate dismissal.
- (g) Employees will adhere to the company Attendance Management Policy as implemented by the Company and amended from time to time.
- (h) Any employee who is absent from work for a period of twelve (12) consecutive months for any reason other than while on an approved LTD or WCB program which is supported by legitimate and appropriate medical documentation validating the length of the absence, will be terminated without notice or severance. Employees who are absent from work for a twenty-four (24) consecutive month period for any reason will be terminated without notice or severance.

19

ARTICLE 19 **BEREAVEMENT LEAVE**

19.01 All full-time employees who have completed three (3) months of employment shall be entitled to the following bereavement leave:

- (a) In the event of a death of an immediate family member, employees shall be entitled to a maximum of five (5) working

days off with pay. The term "immediate family" shall mean: Spouse, child, step-child, grandchild, parent, step-parent, spouse's parent, legal dependent, son-in-law, daughter-in-law, brother, sister, brother-in-law or sister-in-law.

- (b) In the event of a death of a close family member, employees shall be entitled to a maximum of three (3) working days off with pay. The term "close family" shall mean: grandparent, step-grandparent or spouse's grandparent
- (c) In the event of a death of another family member, they shall be entitled to a maximum of one (1) working day off with pay. The term "other family" shall mean: aunt, aunt-in-law, uncle or uncle-in-law.

19.02 All part-time employees who have completed three (3) months of employment shall be entitled to the following bereavement leave if they are scheduled to work:

- (a) In the event of a death of an immediate family member, employees shall be entitled to a maximum of three (3) working days off with pay. The term "immediate family" shall mean: Spouse, child, step-child, grandchild, parent, step-parent, spouse's parent, legal dependent, son-in-law, daughter-in-law, brother, sister, brother-in-law or sister-in-law, grandparent, step-grandparent or spouse's grandparent.

-
- (b) In the event of a death of another family member, employees shall be entitled to a maximum of one (1) working day off with pay. The term "other family" shall mean: aunt, aunt-in-law, uncle or uncle-in-law.

19.03 Employees shall not be required to attend the funeral in order to receive bereavement leave however, such leave must be taken in conjunction with the death, funeral or related memorial service unless otherwise mutually agreed.

19.04 The Company shall provide one (1) day off without pay, to an employee who is requested to serve as a pallbearer.

19.05 Additional days off with or without pay for other reasons may be granted by mutual agreement between the Company and the employee concerned.

19.06 Should the death of an immediate family member occur in a country other than Canada, and should the affected employee travel to attend the funeral or memorial service, the Company shall allow the employee to use banked overtime, vacation or a personal leave of absence to extend the bereavement leave.

ARTICLE 20
GROUP INSURANCE

20

20.01 The Company agrees to make available its Health and Welfare program to eligible employees in accordance with the Group Insurance program as controlled and administered by the insurer.

ARTICLE 21
PENSION PLAN

21

21.01 The Company agrees to make available its pension plan to eligible employees in accordance with the Company's Pension program as implemented by the Company and as amended from time to time.

ARTICLE 22
JURY DUTY

22

22.01 When a full-time employee is called upon for jury selection or to serve on jury duty, or as a witness for the Company, the Company shall reimburse the employee for lost wages which shall be determined as the difference between payment from the Crown and his regular daily earnings. Should an employee be excused early from jury duty or court as a witness and should there be four (4) or more hours left on the shift then he shall be required to report to work. In order for such payments to be made the Company shall require a copy of the relevant subpoena and/or receipt of payment.

23

ARTICLE 23 **PAY DAY**

23.01 The Company agrees to pay employees in accordance with the Company's bi-weekly payroll cycle. Each employee shall have access to an online account that gives them an itemized statement of wages covering the two (2) weeks ending the previous Saturday.

23.02 The minimum hourly rates of pay for all employees covered by this Agreement shall be as contained in Appendix "A" of this Agreement and shall form part of this Agreement. Where an individual employee's hourly rate of pay is higher, such hourly rate of pay shall not be reduced by reason of this Agreement. The hourly rates of pay provided for in Appendix "A" apply to job classifications and not to individuals. The Company shall have the right to hire new employees with previous experience at a rate that exceeds the start rate as determined by the Company.

24

ARTICLE 24 **SAFETY AND HEALTH**

24.01 (a) Safety in the work place is a primary concern of the Company, the Union and the employees. In recognition of the parties' joint interest in maintaining a safe work environment, it is agreed that

the actions and conduct of the Company, the Union and the employees shall be in accordance the Occupational Health and Safety Act.

- (b) Employees and management will form a joint Occupational Health and Safety Committee comprised of four (4) representatives from each party. This committee shall meet monthly and post minutes of their meetings and the workplace inspections. Meeting, inspections and appropriate training are considered as paid time.
- (c) It is the responsibility of the employee to observe and to wear and use safety equipment according to instructions and to immediately advise the Retail Support Centre Management of any unsafe conditions.

24.02 The Company shall provide each employee in the bargaining unit with a locker so as to enable employees to securely store their own personal property while at work. It is understood between the parties that such lockers may only be searched in the presence of the employee, a Shop Steward or a police officer.

ARTICLE 25
SENIORITY

25.01 Seniority for all employees shall be defined as the length of continuous service with the Company after the probationary period has been completed. Employees that have not completed their probationary period are not subject to seniority provisions. Seniority for full-time employees shall apply amongst full-time employees and it is agreed that all full-time employees shall have seniority over all part-time employees. Part-time employees shall have seniority only over other part-time employees.

25.02 An employee shall cease to have seniority rights and their employment status with the Company shall be terminated for all purposes if the employee:

- (a) Is duly discharged by the Company and is not reinstated through the grievance and arbitration procedure contained in the Agreement;
- (b) Voluntarily quits or resigns;
- (c) Is absent from work without an approved leave of absence for more than three (3) consecutive working days unless a satisfactory reason is given by the employee.
- (d) Has been laid off continuously for a period of fifty-two (52) weeks or is called back to work after a layoff and does not return to work as contemplated in 13.02 unless

a satisfactory reason is given by the employee;

- (e) Is absent from work for a period of twelve (12) consecutive months pursuant to Article 18.01 (i)
- (f) Is absent from work for any reason exceeding twenty-four (24) months.

In matters concerning the reduction of an employee from full-time to part-time status, the layoff of any employee or the recall of an employee from layoff, seniority will be the governing factor provided the employee has the ability to perform the work required in a competent manner.

25.03 Seniority shall commence only after the employee has completed five hundred twenty (520) hours worked in active regular duty. Employees shall be considered as probationary employees until they have completed the said five hundred twenty (520) hours. The continuous employment or termination of employment of an employee during the probation period will be at the sole discretion of the Company.

25.04 The Company shall provide the Union in January and July of each calendar year with an up-to-date seniority list of all full-time and all part-time employees covered under the terms of the Collective Agreement. Copies of the seniority list shall also be given to the Shop Stewards and a copy shall be posted on the bulletin board located on the Company's premises.

25.05 Employees from within the bargaining unit who accept a position with the Company which places them outside of the bargaining unit shall continue to accumulate seniority for a period of six (6) calendar months. Said employees shall be entitled to return to the bargaining unit and their former job at any time during the six (6) month period if they so choose. Employees who choose to remain outside of the bargaining unit beyond the six (6) month time limit shall have their seniority broken for all purposes under this agreement.

25.06 The Company shall give two (2) weeks' notice to any employee whose status is to be changed by the Company from full-time to part-time.

26

ARTICLE 26 **JOB POSTING**

26.01 Promotion within the bargaining unit shall be based on seniority provided the senior employee has the ability and qualifications to perform the normal requirements of the job. Promoted employees will be given a maximum twenty (20) working day trial period in which to qualify. If the applicant is not successful, or if he cannot cope with the job, he shall then be returned to his previous job and rate of pay and the next senior qualified employee will be offered a trial. If the second employee is unsuccessful the Company may make its own selection for the job opening among the employees who applied for the work assignment.

26.02 When long term bargaining unit work assignments become available as determined by the Company, the Company shall post a brief description of such available work assignment for five (5) working days. All postings shall indicate start time, department, classification and job duties. Vacancies will be posted as soon possible in order to ensure that whenever possible, the successful applicant starts in their new position as soon as possible.

26.03 All posted positions shall be awarded within five (5) working days of the posting process being completed. The successful applicant for the position will start their new position within a reasonable period of time. The name of the successful applicant will be posted on the communication board.

26.04 Notwithstanding this section, in order to provide flexibility and react to changing manpower requirements, any employee regardless of whether they may have been successful in a job posting, may be required to perform any task or job that is assigned to him for which he is properly trained. The employee so assigned will then perform that task or job.

ARTICLE 27 **TEMPORARY ASSIGNMENTS**

27

27.01 Temporary assignments shall consist of employees temporarily relieving other employees for a period of one (1) full day or more due to sickness, vacation, accident, suspension, other leaves

of absence, or in the event of additional manpower requirements. This form of replacement shall be done, if required, on the basis of qualified employees being offered the assignment in order of seniority.

27.02 If an employee is called upon to perform work in a grade higher than his wage rate, he shall receive the wage rate of that grade, commencing with the second (2nd) day in which he is performing such work. Any employee who is temporarily assigned to work in a lower paying classification shall nevertheless continue to receive their higher rate of pay for all time so employed.

27.03 The Company reserves the right to fill any vacancy by using overtime.

27.04 Employees working in temporary assignments as described herein, shall be required to meet the established standards for such positions.

28

ARTICLE 28 **GRIEVANCE PROCEDURE**

28.01 Any complaint, disagreement or difference of opinion between the Company and the Union, or the employees covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

28.02 Where the Union requires information regarding a grievance dealing with hours of work and/or seniority, the Company shall promptly supply such information in writing to the Union.

28.03 Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within fourteen (14) calendar days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

28.04 All grievances must be submitted in writing.

28.05 The procedure for adjustment of grievances shall be as follows:

- (a) Step 1: The grievor and a Steward and/or the Union Representative shall discuss the grievance with the employee's immediate supervisor or designate within the time frame found in 28.03 above. The Supervisor shall give his decision to the grievor within five (5) calendar days after the meeting takes place. In the event of a policy grievance, the matter shall proceed directly to Step 2 of the grievance procedure.
- (b) Step 2: If the response of the supervisor in Step 1 does not settle the grievance, then the Union may submit the grievance, in

writing, within five (5) calendar days of the response, stating the grievance, the alleged violation and the redress sought, to the Company official designated to deal with such matters or their designate. The designated management employee shall hear the grievance at a meeting with the grievor, the Union Representative and a Shop Steward and shall reply within five (5) calendar days after receipt of the grievance.

- (c) Step 3: If a satisfactory settlement cannot be reached, then upon request of either party within fourteen (14) calendar days of receiving the final written decision from either party but not thereafter, the matter may then be referred to an Arbitrator selected in accordance with Article 29.

28.06 The Company and the Union agree that at any time prior to the hearing date for an arbitration they may voluntarily agree to use a mutually acceptable mediator in their attempts to resolve the grievance. It is expressly understood and agreed between the parties that any such mediator has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept their suggested settlement to the matter in dispute. All expenses and fees that may be incurred by such mediator shall be borne equally by the Company and the Union. Unless otherwise mutually agreed to between the Company and the Union, this procedure may only be used in situations where grievance mediation services are not available through provincial legislation.

28.07 It is understood and agreed by the Union and the Company that the time limits specified in the various steps of the above grievance procedure may only be extended by mutual agreement between the Union and the Company.

ARTICLE 29 **ARBITRATION**

29

29.01 If the Union and the Company cannot reach a settlement, then at the request of either party, the grievance shall be submitted to an arbitrator. If agreement cannot be reached within seven (7) calendar days in respect to the selection of an arbitrator by the parties involved, the matter shall be referred to the Manitoba Labour Board who shall appoint an arbitrator.

29.02 Unless otherwise mutually agreed to between the Union and the Company, an arbitrator must hear and determine all matters in dispute within sixty (60) calendar days of their appointment.

29.03 The person selected as arbitrator shall in no way be involved directly in the controversy under consideration or be a person who has a personal or financial interest in either party to the dispute.

29.04 The arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent

investigation as deemed essential to a full understanding and determination of the issues involved. In reaching a decision, the arbitrator shall be governed by the provisions of this Agreement and shall render a decision as soon as reasonably possible.

29.05 The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this Agreement, or which involves the determining of a subject matter not covered by or arising during the term of this Agreement.

29.06 In the event of termination, discharge or suspension of an employee, the arbitrator shall have the right to sustain the Company's action or to reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way he or she deems equitable.

29.07 The findings and decisions of the arbitrator on all arbitrable questions shall be binding and enforceable on all parties involved.

29.08 It is the intention of the parties that this article shall provide a peaceful method of adjusting all grievances so that there shall be no suspension or interruption of normal operations as a result of

any grievances. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this article.

29.09 The expenses and fees of the arbitrator shall be borne equally by the parties to the arbitration proceedings.

ARTICLE 30
LABOUR MANAGEMENT
COMMITTEE

30

30.01 A Labour/Management Relations Committee shall be appointed, consisting of three (3) Shop Stewards from the Union and three (3) representatives from the Company. The Committee shall meet at the request of either party, but at least quarterly, for the purpose of discussing matters of mutual concern. The Committee shall have the power to make recommendations to the Company with an objective to provide and facilitate co-operation and participation in bringing forward any means of improving and maintaining harmonious relations between the Union and the Company. Time spent by employees in meetings of this committee shall be considered as time worked. The Committee shall not have jurisdiction to interpret and/or amend any of the terms and conditions contained in the Collective Agreement. The full-time Union Representative may also attend these meetings from time to time in addition to other management employees as designated by the Company.

30.02 Minutes of all meetings that occur shall be kept and be posted on the bulletin board for all employees to see.

31

ARTICLE 31 **NEGOTIATING COMMITTEE**

31.01 The Company agrees to a maximum of three (3) employees to receive time off without pay for the purpose of attending negotiations. The Company agrees to pay these employees as if they were at work and the Union agrees to reimburse the Company for these costs which could include a benefit component.

32

ARTICLE 32 **COURT'S DECISION**

32.01 In the event that any articles or portions of this Agreement are determined to be improper or invalid by a Court of Law or Labour Board, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

ARTICLE 33
MEDICAL CERTIFICATES

33

33.01 In the event of an absence for medical reasons or non-work related injury, the employee will pay the cost of the initial doctor's note.

33.02 The Company will be responsible to pay the cost of any other medical certificates or any other documentation it requires an employee to provide in relation to absence due to medical incapacity.

33.03 Employees will be responsible to pay for medical certificates associated with the application for work related (WCB) or non-work related benefit plans (STD or LTD), graduated return to work or workplace accommodations or certificates of fitness after an absence.

ARTICLE 34
WORKERS COMPENSATION
BENEFITS

34

34.01 When an employee is unable to work as a result of an injury and/or illness incurred in the course of the employee's duties, the employee shall immediately inform the Company so that a claim for Compensation benefits can be forwarded to the Workers Compensation Board. Any information

required by the Company from the employee to facilitate light duty work or by Workers Compensation Board from the Company shall be provided by the respective party as soon as possible.

34.02 Any employee who suffers an injury and or illness which qualifies for Workers Compensation benefits shall be paid by the Company for the hours they would otherwise have been scheduled to work on the day of the injury and/or illness, but was unable to work because of the injury and/or illness.

35

ARTICLE 35 **HARASSMENT/ABUSE**

35.01 The Company and the Union agree that no form of harassment shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns should they arise.

36

ARTICLE 36 **PROTECTIVE CLOTHING/ EQUIPMENT**

36.01 (a) The Company will reimburse for the purchase of CSA and company approved safety footwear seventy (70%) percent of the cost of such safety footwear up

- to a maximum of one hundred (\$100.00) dollars per annum (one hundred and ten (\$110) dollars effective January 1, 2018).
- (b) The Company will provide either one freezer suit or two hundred (\$200.00) dollars for the purchase of appropriate freezer wear and freezer gloves to those employees who are scheduled in the freezer as their main department OR,
 - (c) The Company will reimburse up to one hundred and ten (\$110.00) one hundred and twenty (\$120) dollars effective January 1, 2018) dollars per calendar year for clothing (including gloves) to wear in cooler and low temperature areas.

ARTICLE 37 **DURATION OF AGREEMENT**

37

37.01 This Agreement shall become effective on March 1, 2015 and it shall continue in full force and effect until February 24, 2024; and shall renew itself without change each succeeding year, unless written notice of a desired change is served by either party hereto not later than forty-five (45) days prior to the termination date.

37.02 In the event that notice of change is given, the Agreement shall remain in full force and effect while negotiations are being carried out for the completion of a new Agreement. This Agreement shall be binding upon the Union and the Company.

**IN WITNESS WHEREOF, THE PARTIES
HERETO HAVE DULY EXECUTED THIS
AGREEMENT.**

SIGNED THIS 11TH DAY OF March, 2015.

FOR THE UNION:



Dave Hamalainen



Les Heigl



Clifton Llanes



Jeff Traeger

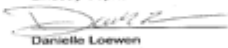
FOR THE COMPANY:



Ken Mächler



Lindsay Sepke



Danielle Loewen



Jim Witluk

APPENDIX "A"

WAGES

A

Warehouse Employees Hired Prior to February 22,
2015

	Current	SFR	5-Jun-16	4-Jun-17	3-Jun-18	2-Jun-19
0 – 520 hours	\$13.57	\$13.57	\$13.57	\$13.57	\$13.57	\$13.57
521 – 1040 hours	\$14.16	\$14.16	\$14.16	\$14.16	\$14.16	\$14.16
1041 - 1560 hours	\$14.72	\$14.72	\$14.72	\$14.72	\$14.72	\$14.72
1561- 2080 hours	\$15.28	\$15.28	\$15.28	\$15.28	\$15.28	\$15.28
2081 - 2600 hours	\$15.85	\$15.85	\$15.85	\$15.85	\$15.85	\$15.85
2601- 3120 hours	\$16.41	\$16.41	\$16.41	\$16.41	\$16.41	\$16.41
3121- 3640 hours	\$16.97	\$16.97	\$16.97	\$16.97	\$16.97	\$16.97
3641 - 4160 hours	\$17.54	\$17.54	\$17.54	\$17.54	\$17.54	\$17.54
4161- 4680 hours	\$18.11	\$18.11	\$18.11	\$18.11	\$18.11	\$18.11
4681 - 5200 hours	\$18.68	\$18.68	\$18.68	\$18.68	\$18.68	\$18.68
5201 - 5720 hours	\$19.24	\$19.24	\$19.24	\$19.24	\$19.24	\$19.24
5721 - 6240 hours	\$19.80	\$19.80	\$19.80	\$19.80	\$19.80	\$19.80
6241 - 6760 hours	\$20.37	\$20.37	\$20.37	\$20.37	\$20.37	\$20.37
6761 - 7280 hours	\$20.93	\$20.93	\$20.93	\$20.93	\$20.93	\$20.93
7281 - 7800 hours	\$21.49	\$21.49	\$21.49	\$21.49	\$21.49	\$21.49
Over 7801 hours	\$23.87	\$24.23	\$24.71	\$25.21	\$25.71	\$26.23

Warehouse Employees

	1-Mar-15	5-Jun-16	4-Jun-17	3-Jun-18	2-Jun-19
0 – 520 hours	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
521 – 1040 hours	\$14.50	\$14.50	\$14.50	\$14.50	\$14.50
1041 – 1560 hours	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
1561 – 2080 hours	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
2081 – 2600 hours	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
2601 – 3120 hours	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50
3121 – 3640 hours	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
3641 – 4160 hours	\$17.50	\$17.50	\$17.50	\$17.50	\$17.50
4161 – 4680 hours	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00
4681 – 5200 hours	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00
Over 5200 hours	\$20.00	\$20.30	\$20.71	\$21.12	\$21.54

Janitor's Hired Prior to February 22, 2015

Current	1-Mar-15	5-Jun-16	4-Jun-17	3-Jun-18	2-Jun-19
\$18.91	\$19.19	\$19.58	\$19.97	\$20.37	\$20.77

**Cafeteria Employee's Hired Prior to
February 22, 2015**

	Current	SFR	5-Jun-16	4-Jun-17	3-Jun-18	2-Jun-19
0 – 520 hours	\$16.02	\$16.02	\$16.02	\$16.02	\$16.02	\$16.02
521 – 1040 hours	\$16.31	\$16.31	\$16.31	\$16.31	\$16.31	\$16.31
1041 - 1560 hours	\$16.61	\$16.61	\$16.61	\$16.61	\$16.61	\$16.61
1561- 2080 hours	\$16.90	\$16.90	\$16.90	\$16.90	\$16.90	\$16.90
2081 - 2600 hours	\$17.19	\$17.19	\$17.19	\$17.19	\$17.19	\$17.19
2601- 3120 hours	\$17.48	\$17.48	\$17.48	\$17.48	\$17.48	\$17.48
3121- 3640 hours	\$17.77	\$17.77	\$17.77	\$17.77	\$17.77	\$17.77
3641 - 4160 hours	\$18.06	\$18.06	\$18.06	\$18.06	\$18.06	\$18.06
4161- 4680 hours	\$18.35	\$18.35	\$18.35	\$18.35	\$18.35	\$18.35
4681 - 5200 hours	\$18.64	\$18.64	\$18.64	\$18.64	\$18.64	\$18.64
5201 - 5720 hours	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94
5721 - 6240 hours	\$19.23	\$19.23	\$19.23	\$19.23	\$19.23	\$19.23
Over 6241 hours	\$20.51	\$20.82	\$21.24	\$21.66	\$22.09	\$22.54

**Swamper, Janitor and Cafeteria
Employees**

	1-Mar-15	5-Jun-16	4-Jun-17	3-Jun-18	2-Jun-19
0 – 520 hours	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
521 – 1040 hours	\$13.50	\$13.50	\$13.50	\$13.50	\$13.50
1041 - 1560 hours	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
1561 - 2080 hours	\$14.50	\$14.50	\$14.50	\$14.50	\$14.50
2081 - 2600 hours	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
2601 - 3120 hours	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
3121 - 3640 hours	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
3641 - 4160 hours	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50
Over 4161 hours	\$17.00	\$17.26	\$17.61	\$17.96	\$18.32

All top rated employees will receive a wage increase of one point five (1.5%) percent per hour effective March 1, 2015, and two (2%) percent per hour effective, June 5, 2016, June 4, 2017, June 3, 2018 and June 2, 2019.

LETTER OF UNDERSTANDING

SOBEYSRETAILSUPPORTCENTRE WINNIPEG a body corporate carrying on business in the Province of Manitoba, hereinafter referred to as the "Company"

AND

UNITEDFOODANDCOMMERCIALWORKERS UNION, LOCAL No. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

Re-Opening

The Union and Employer agree as follows:

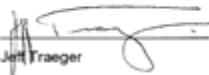
- 1) Within six (6) months immediately preceding June 1, 2020, or any subsequent anniversary date thereafter, either party may give notice to the other party to negotiate changes in the current collective agreement.
- 2) If the parties are unable to agree on what if any changes are to occur, the parties shall resolve their dispute through final offer selection interest arbitration for a binding settlement.
- 3) The parties will agree to the appointment of the interest arbitrator.
- 4) Each party shall formulate their own

- final offer, which shall include the items previously agreed to in their negotiations.
- 5) The final offer selection arbitrator shall hear submissions from each of the Parties and then select one of the final offers. The final offer selection arbitrator shall take into consideration the economic and competitive climate of the Employer's business, and the interests.
 - 6) The final offer selection arbitrator shall not have the power to change the expiration date of this collective agreement which is February 24, 2024.

**IN WITNESS WHEREOF, THE PARTIES
HERETO HAVE DULY EXECUTED THIS
AGREEMENT.**

SIGNED THIS 15th DAY OF MARCH, 2015.

FOR THE UNION:


Jeff Fraeger

FOR THE COMPANY:


Ken Mitchler

LETTER OF UNDERSTANDING

SOBEYS RETAIL SUPPORT CENTRE WINNIPEG a body corporate carrying on business in the Province of Manitoba, hereinafter referred to as the "Company"

AND


UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL No. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

Any full time employee with more than twenty (20) years of service who is terminated as a result of the closure of the Winnipeg Retail Support Centre will be entitled to five (5) weeks pay in addition to the amounts referred to in 13.03.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

SIGNED THIS 15th DAY OF MARCH, 2015.

FOR THE UNION:


Jeff Traeger

FOR THE COMPANY:


Ken Mitchler

LETTER OF AGREEMENT BETWEEN

SOBEYS RETAIL SUPPORT CENTRE WINNIPEG
Hereinafter referred to as the "Company" of the first part

and

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL # 832
Chartered by the United Food and Commercial Workers International Union
Hereinafter referred to as the "Union" of the second part

The parties agree that the provisions concerning Bulletin Boards as contained herein to be treated as an agreed upon and duly ratified term of the current collective agreement that has a term from March 1, 2015 to February 24, 2024.

ARTICLE _____ BULLETIN BOARD

- .01 The Company shall allow the Union to install its own bulletin board on the Company's premises on the following conditions:
1. The Retail Support Centre Director, the Union Representative and the Chief Shop Steward will each have a key to the Board.
 2. The board will be placed in the lunch room.
 3. The Union agrees not to post any notices that are inappropriate or offensive to the Company or its management.
 4. Notices of a political nature will not be posted

Witnessed by: _____
Date: _____

Witnessed by: _____

Witnessed by: _____



LETTER OF UNDERSTANDING

BETWEEN: SOBEYS RETAIL SUPPORT CENTRE WINNIPEG
hereinafter referred to as the "Company"

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL No. 832,
chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

RE: OVERTIME ALLOCATION

Notwithstanding the language of 12.03 and 12.04 the parties agree that overtime will be allocated on the shift to qualified volunteers in seniority order. If sufficient volunteers are not available the Company will assign the overtime to qualified employees on the shift in reverse seniority order.

SIGNED THIS 9th DAY OF March, 2016.

FOR THE UNION:

FOR THE COMPANY:

Your Right to Refuse Dangerous Work



Workplace safety and health is everyone's concern and everyone's right.

You can refuse dangerous work and your right to do so is protected by law.

Hazards in the Workplace

At any time in your working life, you may encounter work involving safety and health risks that are not normal for the job. Hazards and dangerous situations should immediately be reported to your supervisor in order to prevent an injury or illness. In most cases, the situation is resolved by eliminating the hazard. If the situation is not rectified, you can exercise your right to refuse work.

What is the Right to Refuse?

Under the law, (Manitoba's Workplace Safety and Health Act), you can refuse any task that you have reasonable grounds to believe is dangerous to your safety and health or the safety and health of others. (The work refusal is initiated by the worker.)

Section 43(1) of the Act states: "A worker may refuse to work or do particular work at a workplace if he or she believes on reasonable grounds that the work constitutes a danger to his or her safety or health or to the safety or health of another worker or another person."

Remember... you may not be disciplined for exercising your right to refuse in good faith, and you are entitled to the same wages and benefits that you would have received had the refusal not taken place. Your employer may also re-assign you temporarily to alternate work while the situation is being remedied. Stay at your workplace for your normal working hours unless your employer gives you permission to leave.

What is Dangerous Work?

“Dangerous” work generally means: work involving safety and health risks that are not normal for the job.

What Are the Steps Involved?

Step 1

Report immediately to your supervisor, or to any other person in charge at the workplace, giving your reasons for refusing to work. At this point, the refusing worker and supervisor must attempt to resolve the concern. If the employer resolves the matter to your satisfaction, go back to work. If you still believe the work is dangerous....

Step 2

If the supervisor and worker cannot resolve the refusal, the worker co-chairperson of the safety and health committee, or a committee member (or a worker rep, if there is no committee), must be asked to help for the purpose of inspecting the workplace. If the dangerous condition is not remedied after the inspection

Step 3

Any of the persons present during the inspection in STEP 2 may notify a safety and health officer of the refusal to work and the reasons for it. The safety and health officer will investigate the matter and decide whether the job situation or task the worker has refused constitutes a danger to the safety or health of the worker or any other worker or person at the workplace.

The officer will provide a written decision to the refusing worker, each co-chairperson, or the rep, and the employer. Anyone directly affected by an officer's decision may appeal it to the Director of the Workplace Safety and Health Division. The Director will make a decision about the appeal, and provide written reasons. The decision of the Director may be appealed to the Manitoba Labour Board.

WHMIS - CLASSES AND SYMBOLS

Class A - Compressed Gas

This class includes compressed gases, dissolved gases and gases liquified by compression or refrigeration. Eg.: gas cylinders for oxyacetylene welding or water disinfection.



Class B - Flammable & Combustible Material

Solids, liquids and gases capable of catching fire or exploding in the presence of a source of ignition. Eg.: white phosphorus, acetone and butane. Flammable liquids such as acetone are more easily ignited than combustible liquids such as kerosene.



Class C - Oxidizing Material

Materials which provide oxygen or a similar substance and which increase the risk of fire if they come in contact with flammable or combustible materials. Eg.: sodium hypochlorite, perchloric acid, inorganic peroxides.



Class D - Poisonous/Infectious Materials

Class D - Division 1

Materials causing immediate and serious toxic effects. This division covers materials which can cause the death of a person exposed to small amounts. Eg.: sodium cyanide, hydrogen sulphide.



WHMIS - CLASSES AND SYMBOLS

Class D - Division 2

Materials causing other toxic effects.

This division covers materials which cause immediate skin or eye irritation as well as those which can cause long-term effects. Eg.: acetone (irritant), asbestos (cancer causing), toluene diisocyanate (a sensitizing agent).



Class D - Division 3

Bio-hazardous infectious material. This division applies to materials which contain harmful micro-organisms.

Eg.: cultures or diagnostic specimens containing salmonella bacteria or the Hepatitis B virus.



Class E - Corrosive Material

Acid or caustic materials which can destroy the skin or eat through metals.

Eg.: muriatic acid, lye.



Class F - Dangerously Reactive Material

Products which can undergo dangerous reactions if subjected to heat, pressure, shock or allowed to be in contact with water. Eg.: plastic monomers, such as butadiene and some cyanides.



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