

**SOBEYS WEST INC.  
SAFEWAY OPERATIONS  
GAS BAR**

FROM: October 2, 2016  
TO: October 10, 2020

# President's Message



Dear Member,

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,

A handwritten signature in black ink, appearing to read "Jeff Traeger". The signature is stylized with a long horizontal line extending to the right.

Jeff Traeger,  
President UFCW Local 832



# SOBEYS WEST INC. – SAFEWAY OPERATIONS (GAS BAR)

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**EXPIRY DATE: OCTOBER 10, 2020**

**AGREEMENT BETWEEN:**

**SOBEYS WEST INC. – SAFEWAY OPERATIONS**, 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".

**ARTICLE 1            PURPOSE**

1.01            The Company and the Union have entered into this Agreement to record clearly the terms and conditions of employment at the Company's Gas Bars to promote the mutual interests of the Company and its employees; to provide an amicable means of settling grievances and differences which may arise from time to time; and to establish the framework for working together as a team to achieve the most efficient operation of the Gas Bars and promote customer service.

1.02            **Interpretation:** In this agreement the use of the word "he", "him" or "his" shall be understood to also include the feminine gender.

**ARTICLE 2            NATURE OF THE BARGAINING UNIT**

2.01            The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of the Gas Bars, in the Province of Manitoba, except for the Gas Bar **Operator** and persons above this rank.

Should one **(1)** of the Gas Bar locations require an excluded management representative, the Union agrees to recognize one **(1)** excluded position per location.

### **ARTICLE 3            UNION SHOP**

3.01            The Company agrees to retain in its employ within the bargaining unit, as outlined in **Article** 1 of this Agreement, only members of the Union in good standing. The Company shall be free to hire or rehire new employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall be eligible for membership in the Union and shall make application on the official membership application form within ten (10) calendar days from date of hire or rehire and become members within thirty (30) calendar days.

3.02            The Company agrees to provide each new employee and rehired employee, at the time of employment, with a form letter outlining to the employee **their** responsibility in regard to payment of union dues and initiation fee.

3.03            The Company agrees to forward the Membership Application duly completed, as attached to this Agreement (Exhibit One), to the Union within ten (10) calendar days from date of hire or rehire of an employee. The Union shall bear the expense of printing and mailing the Membership Application, the contents to be such that it is acceptable to the Company.

### **ARTICLE 4            DEDUCTION OF UNION DUES**

4.01            The Company agrees to deduct from the wages of the employee such union dues and initiation fee as are authorized by the Union. The Company further agrees to deduct the union dues automatically from the wages of new or rehired employees' first paycheque(s). Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Company's four (4) or five (5) weeks' accounting period and accompanied by a four (**4**) week or monthly electronic file containing the name, Social Insurance Number and store number of the employees for whom deductions were made and the amount of each deduction.

### **ARTICLE 5            RECOGNITION OF MANAGEMENT'S RIGHTS**

5.01            The Union acknowledges that the management of the Company including the right to plan, direct and control operations of the Gas Bars and the products to be handled; the direction of the working force including to assign duties, promote, demote employees; to maintain order, and efficiency; to require employees to observe Company rules and regulations; to discipline employees including to suspend or discharge for proper cause, and those matters requiring judgment as to competency of employees, is the sole right and function of the Company.

The parties agree that the foregoing enumeration of management rights shall not be deemed to exclude all other recognized functions of management not specifically covered in this Agreement.

The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.

## **ARTICLE 6            UNION REPRESENTATIVES VISITS**

6.01                      Duly authorized full-time Representatives of the Union shall be entitled to visit the Gas Bar locations for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Agreement are being implemented.

## **ARTICLE 7            PROBATIONARY PERIOD**

7.01                      New employees shall be on probation for two hundred and forty (240) hours worked. The Company, at their sole discretion, may discharge any probationary employee during the employee's probationary period and the Union shall have no recourse to the Grievance and Arbitration **Articles** of the Collective Agreement. It is understood that for the purpose of this **sub-article**, hours worked shall not include orientation and training hours to a maximum of an additional twenty (20) hours.

## **ARTICLE 8            HOURS OF WORK**

8.01                      Part-time employees shall not normally be scheduled in excess of thirty-six (36) hours per week or five (5) days per week as required by management in accordance with **Article** 12. Work days of four (4) hours to ten (10) hours paid at regular rates of pay may be scheduled by management.

The normal basic work week for full-time employees shall be forty (40) hours per week to be worked in five (5) days. Work days of four (4) hours to ten (10) hours may be scheduled by management to a maximum of forty (40) hours in a week paid at regular rates of pay.

With the exception of the meal period if applicable an employee's shift for the day shall be comprised of consecutive hours of work unless otherwise mutually agreed.

8.02 The Company shall post a weekly schedule no later than twelve (12) noon Friday of each week for the following two (2) weeks.

Part-time employees shall co-operate in covering required hours of business, including rotating shifts, due to the limited number of persons in a work team at each Gas Bar. The Company has the right to call in other part-time employees not previously scheduled to work, if required by the business.

8.03 Employees shall record their own time at work including the time they start and finish work and the time they commence and return from meal periods on either time sheets or by means of a time clock, time sheets or similar recording device provided by the Company.

The Company agrees to make available the hours of work data for individual employees in respect to the previous two (2) weeks upon request from the full-time Union Representative for the purpose of investigating a potential grievance.

8.04 The schedule of hours for the week or scheduled work period may be changed without notice in the event of unscheduled absence of employees, or as may be required by management, or in the event of emergencies such as storm, flood, breakdown of equipment, hazardous conditions, or other instances of force majeure. Such notice shall be given as far in advance as practicable by management.

8.05 Should an employee be required to work in excess of **their** scheduled hours due to an unscheduled absence of employees, unexpected business requirements, or an emergency, or as may be required on occasion by management, such employee shall not work in excess of forty (40) hours in a week at the employee's regular rate of pay.

Notwithstanding Article 8.01, management may designate a part-time employee at its discretion to work in excess of thirty-six (36) hours in a week for the efficient operation of the business but in no circumstance shall an employee work in excess of forty (40) hours in a week at the employee's regular rate of pay.

8.06 **Call-In Time:** Employees called in and who report for work shall, if required to work less than three (3) hours, receive three (3) hours pay at their regular hourly rate.

**Scheduled Time:** Employees scheduled and who report for work shall, if required to work less than four (4) hours, receive four (4) hours pay at their regular hourly rate.

Required employee meetings shall be exempt from the above and will be paid only for the time spent at the meeting.



8.07

**Rest Period**

- (a) Employees shall receive one (1) rest period with pay for a shift of more than three (3) hours and not more than five (5) hours.
- (b) An employee working a shift of more than five (5) hours and less than seven (7) hours shall receive two (2) rest periods, one **(1)** with pay and one **(1)** without pay. An employee may voluntarily choose to waive the unpaid rest period.
- (c) An employee working a shift of seven (7) or more hours shall receive two (2) rest periods with pay and a meal period without pay.
- (d) All rest periods and meal periods will be fifteen (15) minutes. When relief is available, by mutual agreement, the unpaid meal period could be extended to thirty (30) minutes.

8.08

purposes.

Sunday shall be considered the first day of the week for payroll

**ARTICLE 9**

**OVERTIME**

9.01

Overtime shall be paid at one and one-half **(1½X)** times the employee's regular hourly rate of pay.

9.02

All time worked in excess of ten (10) hours on one **(1)** shift or, in the event as may be required and authorized by management, in excess of forty (40) hours in one **(1)** week, the employee shall be paid at **one** and one-half **(1½X) times** their regular hourly rate for such time worked.

9.03

Overtime shall be offered to the most senior employee on the shift providing the employee has the ability and skill to perform the required overtime work. If the senior employees do not wish to accept overtime, management shall have the right to assign such work to such other junior employees who have the necessary ability and skill and who are at work at the time. It is understood by the Union and employees that overtime may be required by the Company due to the minimum staffing of each Gas Bar and junior employees on the basis of a rotation would be required to work the overtime.

**ARTICLE 10            GENERAL HOLIDAYS**

10.01                    The following days shall be considered as General Holidays. An employees pay for a General Holiday shall be as set out in sub-**article** 10.02 and 10.03 below:

- |                      |                  |
|----------------------|------------------|
| New Year's Day       | Labour Day       |
| Louis Riel Day       | Thanksgiving Day |
| Good Friday          | Remembrance Day  |
| Victoria Day         | Christmas Day    |
| Canada Day           | Boxing Day       |
| <b>Terry Fox Day</b> |                  |

Employees required to work on a General Holiday listed above shall be compensated at the rate of **one and one-half (1½X) times** their hourly rate **of pay** for **all time** worked.

Due to the nature of the business and the proper staffing of the facility, a part-time employee may work up to forty (40) hours at regular rate during the week of the General Holiday. Full-time employees may request to work up to forty (40) hours at straight time during the week of a holiday. Such request will not be unreasonably withheld.

10.02                    In order for an employee to **qualify** for a General Holiday **with pay**, **they** must:

- (a) not have been voluntarily absent from the scheduled work day **immediately** prior to **or immediately** following such holiday;
- (b) **not have been absent on the day of the holiday, if scheduled**, except for bona-fide illness.

Any employee receiving a payment under Workers Compensation, for the full week in which the General Holiday(s) occurs, shall not be entitled to General Holiday pay.

10.03                    Payment for General Holidays for employees who qualify under **sub-article** 10.02 shall be calculated on the basis of **five (5%) percent** of the employees **total** (non-overtime) wages earned in the **four (4) weeks immediately** prior to the **General Holiday**.

10.04                    It is understood that all employees may be scheduled on General Holidays on a rotating basis and the employees agree to cooperate.

**10.05 The Company shall comply with the Employment Standards Code for the Province of Manitoba, as it relates to General Holiday pay and qualifications.**

**ARTICLE 11 VACATIONS**

11.01 Each year's vacation requirements for any full-time employee to qualify for the respective periods of vacation with pay, as set forth below, are that they have worked for the Company not less than ninety-five (95%) percent of the regular, full-time hours during a continuous twelve (12) month period, but time for absence from work not to include:

- (a) the period of vacation;
- (b) the aggregate of periods not exceeding thirty (30) working days in all, comprised of:
  - (i) time during which the employee has been authorized by the Company to be absence from work;
  - (ii) time in respect of which the employee files with the Company a certificate, signed by a duly qualified medical practitioner, that **they were** unfit to work during that time, by reason of **their** illness or injury.

Where a full-time employee does not qualify for vacation with pay as outlined above, **they** shall receive vacation pay calculated at two (2%) percent of **their** total wages earned for each week of vacation entitlement, for which no vacation allowance has been paid.

Full-time employees shall receive the following vacations:

After one (1) year of full-time service by April 1<sup>st</sup> - two (2) weeks;

After five (5) years of full-time service by April 1<sup>st</sup> - three (3) weeks; subject to the "Employment Standards Code" of the Province of Manitoba.

11.02 Part-time employees will receive vacation pay allowance based on their previous year's wages earned January 1<sup>st</sup> to December 31<sup>st</sup>, and paid to them during the month of February as follows:

- one (1) year of service - **four (4%) percent**
- five (5) years of service - **six (6%) percent**

11.03 When a General Holiday occurs during a full-time employee's vacation period, an extra day's vacation shall be granted if the holiday is one which the employee would have received had **they** been working. If granting an extra day's vacation will hamper operations or interfere with the arrangements of vacation schedules, an extra day's pay shall be given in lieu of an extra day's vacation.

11.04 Full-time employees who work less than one (1) year and whose employment is terminated, shall receive vacation pay calculated at four (4%) percent of their total wages earned for the period of time for which they have not received any vacation pay.

11.05 Upon written request of the employee, the Company agrees to grant part-time employees time off for vacation purposes without pay, based on the full-time employees' schedule for the vacation entitlement for the number of weeks entitlement only.

11.06 The words total wages earned, whenever stated in this **Article**, shall mean all wages earned, with the exception of vacation payments, overtime and payment relating to termination of employment.

11.07 Upon written request of an employee to the Human Resources Director, no later than January 15th for the year vacation pay is payable for a part-time employee (and no later than three (**3**) weeks before a full-time employee ceases working for the Company to go on an approved leave of absence for maternity or parental leave), the Company shall defer payment of part-time vacation pay allowance (or full-time vacation entitlement under **sub-article** 11.01) until after completion of the leave. Payment will be made within three (3) weeks of the employee's return to work, if written notification of return is forwarded to the Human Resources Director in accordance with the filing requirements of EI as they may exist from time to time. In such instance the vacation pay shall be allocated to the week it is paid.

## **ARTICLE 12 SENIORITY**

12.01 Seniority for employees shall be determined from the date of the employee's most recent employment at each specific Gas Bar location as a part-time employee or as a full-time employee.

12.02 Employees shall acquire seniority based on accumulated hours worked. A list by Gas Bar location of part-time and full-time employees and their seniority will be provided to the Union in January and July of each year.

12.03 The Company agrees to consider an employee's seniority on a city-wide basis when evaluating the request for a transfer in the event of a Gas Bar closure. An employee required or allowed to transfer to another Gas Bar by the Company will maintain

**their** seniority in the new location. The Company reserves the right to determine to which facility an affected employee is transferred.

12.04 In scheduling or calling in part-time employees, preference in available hours of work in a week shall be given to senior part-time employees within the Gas Bar insofar as this is consistent with their availability and willingness to perform the work, providing the employee has the skill and ability to handle the work to be performed in a competent manner.

12.05 To enhance the Company's ability to develop staff to assist in the efficient staffing of each Gas Bar, management may designate an individual on the basis of their merit as determined by management for:

- (a) relief of management personnel; and
- (b) when not relieving such designated employee shall be assigned hours equal to but not more than the senior unrestricted part-time employee at the Gas Bar.

12.06 **Temporary Relief:** The Company will limit the use of retail personnel to relieve a Gas Bar employee to emergency situations and unusual personal circumstances. The Company agrees that while a retail store employee operates a Gas Bar, that employee shall be covered in every respect by the terms of the Collective Bargaining Agreement covering retail store employees.

12.07 It is agreed that each specific Gas Bar location shall be considered a separate entity for all purposes in connection with the administration of this Agreement, employee seniority, and for the purposes of The Labour Relations Act and The Employment Standards Code of the Province of Manitoba.

### **ARTICLE 13 STRIKES, SLOWDOWNS AND LOCKOUTS**

13.01 There shall be no strikes, slowdowns or lockouts by the parties to this agreement during the term of the Agreement.

### **ARTICLE 14 PRICING, STOCKING AND REPLENISHING**

14.01 Rack jobbers, suppliers, sales drivers and product demonstrators involved in stocking, replenishing, making displays, removing unusable product and promoting product shall be exempt from Article 2, Nature of the Bargaining Unit.

## **ARTICLE 15            GRIEVANCE PROCEDURE**

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

15.02            Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within twenty (20) calendar days following the event giving rise to such grievance, or within fourteen (14) calendar days of the last day worked when relating to a discharge grievance, shall be forfeited and waived by the aggrieved party.

15.03            All grievances shall be submitted in writing and shall set forth, clearly, the issues and contentions of the aggrieved party. The Company shall then reply, in writing, to the Union's grievance.

15.04            The procedure for adjustment of grievances and disputes by an employee shall be as follows:

- (a)    by a discussion between the employee and the Union Representative, or the employee's immediate superior.
  - (i)    When an employee takes a grievance to the Union Representative, Step One of the Grievance Procedure shall be considered complied with, providing the Union Representative files the grievance in writing with Management or his designate. Management shall reply to the grievance in writing within five (5) calendar days to the Union. After five (5) calendar days, the Union Representative may proceed to Step Two.
  - (ii)   If an employee takes a grievance to **their** immediate superior and a satisfactory settlement has not been reached within five (5) calendar days, then:
- (b)    The Union Representative or Representatives may take the matter up with the Company Official designated by the Company to handle **Labour Relations** matters. If the matter is not taken up within ten (10) calendar days of the date the Union received the written reply to the grievance in Step One, it will be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

- (c) If a satisfactory settlement cannot be reached, then upon request of either party, within fourteen (14) calendar days of receiving the final, written decision, but not thereafter, the matter may then be referred to an Arbitrator, selected in accordance with Article 16.

## **ARTICLE 16      ARBITRATION**

16.01                    After one **(1)** of the parties indicates they are taking the matter to arbitration, the matter shall be referred to a single Arbitrator as indicated in **sub-article** 16.02.

In the interest of settling a grievance prior to an arbitration hearing, and by mutual agreement between the Company and the Union, either party may request the assistance of a grievance mediator from the Province of Manitoba Conciliation Services. During the life of this Collective Bargaining Agreement, the parties may mutually agree to a list of mediators other than the mediators provided from the Province of Manitoba Conciliation Services.

16.02                    A grievance shall be referred to a single Arbitrator as indicated below according to the date of the grievance to the following panel of individuals:

- (1) William Hamilton
- (2) Michael Werier
- (3) Arne Peltz

commencing with the name following the name of the last Arbitrator, and commencing again at the beginning of the panel after coming to the end of the panel. For the purpose of such allocation a case which has been withdrawn from arbitration shall be deemed not to have been withdrawn from arbitration. If in any case the Arbitrator allotted is unwilling or unable to act, the individual whose name follows his in the panel shall be submitted as the Arbitrator.

16.03                    Whenever one of the parties refers a matter to arbitration, the matter shall be heard within thirty (30) calendar days for suspension or termination and ninety (90) calendar days for any other matters. The matter shall be heard within that time limit unless both parties mutually agree to a date beyond the thirty (30) calendar day or ninety (90) calendar day requirement, or in the event that none of the three (3) arbitrators listed above are available to meet within the thirty (30) calendar day requirement or ninety (90) calendar day requirement, whichever is applicable. If the parties cannot mutually agree to a date beyond the thirty (30) calendar day requirement, or ninety (90) calendar day requirement, whichever is applicable, the matter shall be referred to the selected Arbitrator who shall have the right to decide on the matter. In no event can a hearing be extended to a period longer than another thirty (30) calendar days. The Arbitrator shall have thirty (30) calendar days to render a decision in regard to any matters dealing with suspension or termination,

and ninety (90) calendar days from the last date of the hearing on any arbitration cases referred to **them** other than suspensions or terminations.

16.04 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as **they** deem essential to a full understanding and determination of the issues involved. In reaching **their** decision, the Arbitrator shall be governed by the provisions of this Agreement.

16.05 In the event of termination, discharge or suspension of an employee, the Arbitrator shall have the right to sustain the Company's action, or 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 deems advisable.

16.06 The decision of the Arbitrator shall be final and binding upon all parties concerned.

16.07 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement, except as indicated in **sub-article** 16.05 above. 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 which is contrary to any provision of this Agreement or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.

16.08 It is the intention of the parties that this section shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operation, as a result of any grievance.

16.09 The expense and fee of the Arbitrator shall be borne equally by the parties to the arbitration proceedings.

## **ARTICLE 17 TEAM COORDINATOR**

17.01 In management's sole discretion, where a Team Coordinator is required such employee will be appointed as determined by management.

17.02 In management's sole discretion, an employee may be appointed as determined by Management as Person-in-Charge on a shift. A premium of fifty (50¢) cents per hour for all regular hours shall be paid to an employee so appointed on shift in excess of two (2) hours when the **Gas Bar** Operator or Team Coordinator is not on the shift.



17.03                    **Relieving Rate**

An employee assigned to relieve a Gas Bar **Operator** for one (1) full calendar week or more shall receive one dollar (\$1.00) per hour in addition to **their** regular hourly rate of pay for all time so designated by the Company. This premium will be paid to a maximum of one **(1)** employee at any time **per Gas Bar**.

**ARTICLE 18            LEAVES OF ABSENCE**

18.01                    Occasionally an employee may request a leave of absence. Such requests should be in writing and presented to the person who prepares the work schedule. All leaves of absence will be without pay and benefits.

Consideration will be given taking into account, for example, the efficient operation of the business, the frequency of previous leaves, and the impact of the work team.

18.02                    **Maternity Leave /Parental Leave /Including Adoption Leave**

A.                    **Maternity Leave**

A female employee shall be granted a maternity leave of absence without pay by the Company. Said employee shall be re-employed by the Company after the birth and must return to work within seventeen (17) weeks unless she is entitled and so chooses to take parental leave immediately following her maternity leave.

In cases of a disabling medical condition, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a Doctor's Certificate setting out the nature of the condition.

Accumulated paid sick leave and/or group insurance benefits required because of a disabling medical condition directly attributable to pregnancy, shall be granted to qualified employees under the same conditions as these benefits are granted to other disabled employees who qualify under the terms of the Plan(s).

B.                    **Parental Leave /Adoption Leave**

(1)                    **Entitlements**

Every employee who has been in the employ of the Company for seven (7) months and

- (a) who,
  - (i) becomes the natural parent of a child, or assumes actual care and custody of **their** newborn child, or
  - (ii) adopts a child under the law of a province; and
- (b) who submits to the Company an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave, consisting of a continuous period of up to thirty-seven (37) weeks.

(2) **Commencement of Leave**

Except as indicated below, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. Parental leave for natural mothers must commence immediately on the expiry of maternity leave, unless the Company and the employee agree otherwise.

(3) **Late Application for Parental Leave**

When an application for parental leave under sub-**article** (1) above is not made in accordance with sub-**article** (b), the employee is nonetheless entitled to, and upon application to the Company shall be granted parental leave under this **Article** for the portion of the leave period that remains at the time the application is made.

(4) **Reinstatement of Employee**

An employee who wishes to resume employment on the expiration of any of the leaves granted in accordance with this **Article** shall notify the Company in advance of not less than three (3) calendar weeks of the day **they** intend to return to work. The employee shall be reinstated to the position occupied by **them** at the time such leave commenced, or in a comparable position with not less than the same wages and benefits.

In the event that an employee takes only maternity leave, said employee must provide the Company with a doctor's certificate certifying her to be medically fit to work.

- (5) Seniority will continue during the leave and benefits accumulated prior to the leave will be maintained and not paid during the leave, except that employees who qualify under group insurance may elect to continue to pay the premium themselves during their leave.

## **ARTICLE 19      RRSP**

19.01                    A full-time employee who has worked continuously for 3001 hours shall be eligible to qualify for a maximum RRSP contribution payment by the Company of **two (2%) percent** of the employee's annual gross earnings. To qualify, an employee must contribute to a RRSP fund and verify payment to the Company prior to February 1<sup>st</sup>, the amount paid to an RRSP fund at a financial institution. The Company will match the employee's contribution which in no event will exceed a maximum contribution of **two (2%) percent** of the employee's gross earnings in the previous calendar year. Such opportunity will be deemed waived if not exercised by February 1<sup>st</sup> of the following calendar year.

## **ARTICLE 20      BI-WEEKLY PAY AND DIRECT BANK DEPOSIT**

20.01                    It is agreed that bi-weekly pay and/or direct bank deposit has been accepted as a condition of employment by the employee. The Company shall advise employees with four (4) weeks advance notice prior to implementation of such new payroll system(s).

## **ARTICLE 21      AMENDMENTS TO THIS AGREEMENT**

21.01                    The Company and the Union agree that during the duration of this Collective Bargaining Agreement, the parties can amend this agreement by mutual agreement.

## **ARTICLE 22      SHOP STEWARDS**

22.01                    The Company recognizes the right of the Union to appoint one (1) Shop Steward per Gas Bar location.

22.02 The Company agrees to allow Shop Stewards, designated by the Union to wear their Shop Steward badge while on duty, providing the size of the badge is acceptable to the Company.

22.03 The Company agrees to make space available on the bulletin board to the Union for a card indicating the name of the Shop Steward and the name of the Union Representative of this Gas Bar. The size of said card is to be by mutual agreement between the Company and the Union. Said card shall be forwarded to the Gas Bar Manager for posting.

22.04 Gas Bar management and Shop Stewards shall cooperate with one another in the administration of the Agreement.

22.05 The employee and the Shop Steward will be given a copy of such discipline which is to be entered on the employee's personnel file. A copy of the discipline will be faxed to the Union office within forty-eight (48) hours of it being issued. In unusual circumstances, where it is necessary for the Company to advise an employee by mail of discharge, the Union office will be mailed a copy of such notice by registered mail or transmitted to the Union office by facsimile. It is agreed that a breach of this **sub-article** does not invalidate the discipline.

## **ARTICLE 23 UNIFORMS AND PROTECTIVE CLOTHING**

23.01 The Company agrees that during the term of this Agreement it will provide special clothing such as raincoats, parkas, and snow pants in appropriate sizes and in accordance with past practice.

- 23.02
- (a) **Active** full-time employees shall be entitled to request and receive two (2) uniform shirts.
  - (b) **Active** part-time employees shall be entitled to request and receive one (1) uniform shirt.
  - (c) **New** employees hired after September 12, 2010, will be provided with one (1) shirt at the time of hire and will not be eligible for (b) above.
  - (d) Every September thereafter all full time employees with a minimum of one year of service (part time employees with a minimum of two **(2)** years of service) may request and receive one (1) additional shirt as long as the employee remains actively employed.

- (e) New employees who terminate their employment or who are terminated by the Company prior to completion of their probationary period will be required to return the shirt. If they fail to return the shirt they may have the cost of the shirt deducted from their final paycheque.
- (f) Employees are required to maintain their shirts in a clean and presentable condition. Any additional shirts required by the employee can be purchased from the Company at cost. Shirts will be available in appropriate sizes.

#### **ARTICLE 24 HEALTH AND SAFETY**

24.01 The Company, the Union and the employees mutually agree to cooperate in maintaining and improving safe working conditions in all of the Company's Gas Bars.

24.02 The Company agrees to ensure, as far as is reasonably practical to do so, the health and safety of the employees in all of the Gas Bars and address health and safety hazards that arise in the workplace. Employees agree to work in a safe manner respecting all safety rules and using equipment provided.

24.03 The Union or any employee may bring to the attention of the Company any health and safety concerns.

#### **ARTICLE 25 EXPIRATION AND RENEWAL**

25.01 This Agreement shall be effective from **October 2, 2016** and shall remain in force until **October 10, 2020** and thereafter from year to year; but **either party may not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary date of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.**

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

**SIGNED THIS                      DAY OF                      , 2017.**

**FOR THE UNION:**

**FOR THE COMPANY:**

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## APPENDIX A

### HEALTH AND WELFARE BENEFITS

#### **A-1 Manitoba Safeway / UFCW Local 832 Health and Welfare Plan (Plan 2)**

- (a) The Company agrees to include all employees in the Manitoba Safeway /UFCW Local 832 Health and Welfare Plan (Plan 2) to provide health and welfare benefits as decided from the Board of Trustees as decided from time to time.
- (b) The Company agrees to pay three (3¢) cents per hour contribution for all regular hours paid, sick pay (not including weekly indemnity), employees vacation as entitled under sub-**article** 11.03, and General Holidays, to the maximum of the basic work week in respect to all employees in the bargaining unit. Such contributions shall be forwarded to the Trust Fund within twenty-one (21) days following the Company's four or five week accounting period.
- (c) The eligibility and benefits for eligible employees shall be in accordance with the Plan and as determined by the Trustees.
- (d) The Company's contributions will be held in a separate Fund to provide benefits only to Safeway employees employed in the Province of Manitoba. It is understood all administration and benefits expenses will be paid by the Fund.
- (e) The Company agrees to alter its contributions to the plan in accordance with the amounts and dates as established for Health and Welfare Plan #2 in the **Sobeys West Inc.** Manitoba Retail Collective Agreement.

**APPENDIX B**

**WAGES AND JOB CLASSIFICATIONS**

**B-1 Service Technician hired prior to August 1, 2017**

Hours	Current	Aug 6, 2017	Oct 15, 2017	Oct 21, 2018	Oct 1, 2019
0 - 500	11.50	11.50	11.55	11.60	<b>11.90</b>
501 - 1000	11.50	11.55	11.60	11.65	<b>11.95</b>
1001 - 1500	11.50	11.60	11.65	11.70	<b>12.00</b>
1501 - 2000	11.50	11.65	11.70	11.75	<b>12.05</b>
2001 - 2500	11.50	11.70	11.75	11.80	<b>12.10</b>
2501 - 3000	11.50	11.75	11.80	11.85	<b>12.15</b>
3001 - 3500	11.50	11.80	11.85	11.90	<b>12.20</b>
3501 - 4000	11.50	11.85	11.90	11.95	<b>12.25</b>
Over 4000 hours	11.75	12.00	12.25	12.50	12.50

**B-2 Team Coordinator hired prior to August 1, 2017**

Hours	Current	Aug 6, 2017	Oct 15, 2017	Oct 21, 2018	Oct 1, 2019
0 - 500	11.50	11.50	11.55	11.60	<b>11.90</b>
501 - 1000	11.60	11.60	11.65	11.70	<b>11.95</b>
1001 - 1500	11.80	11.80	11.85	11.90	<b>12.00</b>
1501 - 2000	12.00	12.00	12.05	12.10	12.10
2001 - 2500	12.20	12.20	12.25	12.30	12.30
Over 2500	12.75	13.05	13.35	13.65	13.65

**B-3 Service Technician hired on or after August 1, 2017**

Hours		
0	500	Minimum wage + <b>25¢</b>
501	1000	Minimum wage + <b>30¢</b>
1001	1500	Minimum wage + <b>35¢</b>
1501	2000	Minimum wage + <b>40¢</b>
2001	2500	Minimum wage + <b>45¢</b>
2501	3000	Minimum wage + <b>50¢</b>
3001	3500	Minimum wage + <b>55¢</b>
3501	4000	Minimum wage + <b>60¢</b>
4001	4500	Minimum wage + <b>65¢</b>
4500	5000	Minimum wage + <b>70¢</b>
5001+		Minimum wage + <b>75¢</b>



**B-4 Team Coordinator hired on or after August 1, 2017**

<b>Hours</b>		
0	500	Service Tech + 60¢
501	1000	Service Tech + 60¢
1001	1500	Service Tech + 60¢
1501	2000	Service Tech + 65¢
2001	2500	Service Tech + <b>70¢</b>
2501	3000	Service Tech + <b>75¢</b>
3001	3500	Service Tech + <b>80¢</b>
3501	4000	Service Tech + <b>85¢</b>
4001	4500	Service Tech + <b>90¢</b>
4500	5000	Service Tech + <b>95¢</b>
5001+		Service Tech + <b>\$1.00</b>

**B-5 Lump Sum Payment**

- (a) During the month of October 2019, all Team Coordinators who are actively employed on August 1, 2017 and still employed when the lump sum is issued will receive a lump sum payment of six (\$600) hundred dollars less normal deductions.

All other employees actively employed on August 1, 2017 and still employed when the lump sum is issued who have averaged more than twenty-eight (28) hours worked per week in the last full four (4) week period prior to August 1, 2017 will receive a lump sum payment of three (\$300) hundred dollars less normal deductions.

All other employees actively employed on August 1, 2017 and still employed when the lump sum is issued who have averaged more than sixteen (16) hours but less than twenty-eight (28) worked per week in the last full four (4) week period prior to August 1, 2017 will receive a lump sum payment of two (\$200) hundred dollars less normal deductions.

All other employees actively employed on August 1, 2017 and still employed when the lump sum is issued who have averaged more than eight (8) hours but less than sixteen (16) hours worked per week in the last full four (4) week period prior to August 1, 2017 will receive a lump sum payment of one (\$100) hundred dollars less normal deductions.

The lump sum payment will be paid within four (4) weeks.

- (b) For the purpose of this Appendix B-5, “actively employed” shall include all employees who are on vacation, authorized leave of absence, and sick leave. Employees who are on other bona fide leave will receive a lump sum payment should they return to work prior to October 9, 2020.

Employees who are absent for the entire calculation period will have their lump sum calculated on the first four (4) weeks average hours after their full return to work.

Those employees who have some complete weeks of absences due to verified disability will have those weeks excluded from the calculation.

- B-6** The parties agree that Appendix B does not prevent the implementation of additional premiums or other incentives as determined by the **Company** from time to time. Where it is necessary for the **Company** to hire at a rate greater than the rate posted in Appendix B (but not to exceed the top rate) due to labour market conditions, the newly hired employees will be credited with the corresponding number of career hours to their assigned rate.

**B-7** Retroactive Pay

All Service Technicians on the payroll on August 1, 2017 shall receive retroactive pay at the rate of twenty five (25¢) cents per hour to October 2, 2016 for all regular hours worked and/or paid. Retroactive pay shall be paid to all employees within thirty (30) calendar days of August 1, 2017.

The Team Coordinator on the payroll on August 1, 2017 shall receive retroactive pay at the rate of thirty (30¢) cents per hour to October 2, 2016 for all regular hours worked and/or paid. Retroactive pay shall be paid to all employees within thirty (30) calendar days of August 1, 2017.

**B-8** Wage Gap

The parties agree that should the minimum wage in the province of Manitoba increase above the rate of \$11.50 during the term of this agreement, the rates in B-1 and B-2 will be adjusted so as to ensure there is a minimum twenty five (25¢) cents differential between any Gas Bar rate and the minimum wage for the province and the wage scales will be amended to provide five (5¢) cent increases every five (500) hundred hours.

## APPENDIX C

### **MANITOBA FOOD & COMMERCIAL WORKERS, LOCAL 832, EDUCATION AND TRAINING TRUST FUND**

- C-1** The Company shall make a lump sum contribution of twelve (\$1200) **hundred** dollars per year on the first pay period in January of each year, into the Manitoba Food and Commercial Workers, Local 832 Education and Training Trust Fund.

## APPENDIX D

### LEAVES OF ABSENCES

The Company shall comply with *The Employment Standards Code* as it applies to Bereavement, Compassionate Care and Family Leave. However, the following is provided as a guideline of information:

#### Compassionate Care Leave

Employee(s) who have been employed for at least thirty (30) days will be allowed up to **twenty-eight (28)** weeks of Compassionate Care Leave for the purpose of providing care or support to a seriously ill family member. The employee must also provide a medical certificate stating that the eligible family member has a serious medical condition with a “significant risk of death within twenty-six (26) weeks”, and that the family member requires care or support from one or more family members. Family member is defined as:

- your child or the child of your spouse or common-law partner
- your wife/husband or common law partner
- your father or mother
- your brother or sister
- your aunt or uncle
- your niece or nephew
- your father’s wife/mother’s husband; or
- the common-partner of your father/mother
- those who are not related but are considered a family member

Notification, eligibility and duration requirements shall be as per the *Employment Standards Code*.

#### Family Leave

Employee(s) who have been employed for at least thirty (30) days will be allowed up to three (3) unpaid days of Family Leave to deal with personal illness or the needs of a family member. Employee(s) must provide their employer with as much notice as reasonable and practical. They must also provide reasonable verification that the leave is necessary, if requested by the employer. Family member is defined as:

- your child or the child of your spouse or common-law partner
- your wife/husband or common law partner
- your father or mother
- your brother or sister
- your aunt or uncle
- your niece or nephew

- your father's wife/mother's husband; or
- the common-partner of your father/mother
- those who are not related but are considered a family member

Notification, eligibility and duration requirements shall be as per the *Employment Standards Code*.

### **Bereavement Leave**

Employee(s) who have been employed for at least thirty (30) days will be allowed up to three (3) unpaid days of Bereavement Leave for the death of a family member. Employee(s) must provide their employer with as much notice as reasonable and practical. They must also provide reasonable verification that the leave is necessary, if requested by the employer. Family member is defined as:

- your child or the child of your spouse or common-law partner
- your wife/husband or common law partner
- your father or mother
- your brother or sister
- your aunt or uncle
- your niece or nephew
- your father's wife/mother's husband; or
- the common-partner of your father/mother
- those who are not related but are considered a family member

Notification, eligibility and duration requirements shall be as per the *Employment Standards Code*.

## LETTERS OF UNDERSTANDING

### **BETWEEN:**

**SOBEYS WEST INC. – SAFEWAY OPERATIONS**, 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".

### **#1: SALE/MERGER**

It is the intent of the Company to advise any purchaser or merging Company of the existence of a **Collective Agreement**.

### **#2: THREE HOUR SHIFTS**

Notwithstanding anything to the contrary in **Article 8** of the Collective Agreement, the Company may schedule one (1) three (3) hour shift per day per Gas Bar location to deal with peak volume times.

### **#3: WORKING ALONE POLICY**

The Company agrees to have posted in all Gas Bars its Working Alone Policy.

### **#4 BONUS VACATION WEEK**

In their 10th year of employment (by April 1st for full time employees and by January 1st for part time employees) only, each eligible employee will receive an additional week of vacation with pay (full time employees) or **two (2%) percent** vacation pay (part time employees).

SIGNED THIS DAY OF , 2017.

FOR THE UNION:

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FOR THE COMPANY:

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**LETTER OF UNDERSTANDING**  
**(Not To Form Part of The Collective Agreement)**

**BETWEEN:**

**SOBEYS WEST INC. – SAFEWAY OPERATIONS**, 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".

1. The Company agrees that it will not discriminate against any employee for reporting to the Union the violation of any provisions of this Agreement, or for performing services on a Union Committee outside working hours.
2. The Shop Stewards must appreciate and understand the fact that the Gas Bar **Operator's** duty and responsibility is to run the operation according **to** the Company's policies and specifications.
3. Gas Bar **Operators** and Shop Stewards must jointly encourage employees in the Gas Bar to have their concerns resolved by the Gas Bar **Operator** and /or Shop Steward on matters dealing with the Agreement.
4. The Gas Bar management should welcome Shop Stewards and employees in their Gas Bar bringing complaints or alleged grievances to the attention of the Gas Bar management.
5. The Shop Stewards must, in all cases, perform their duties as employees of the Company to the best of their ability, which is the main reason and purpose of their job.
6. It should be understood by Shop Stewards that, although they have an important function to perform as Shop Stewards, they should nevertheless, to the best of their ability, work to achieve the missions and objectives of the Company.



7. When an employee in the bargaining unit is subject to a disciplinary interview (where the Company intends to discipline an employee, such as to be given a written reprimand, suspension or discharge), said employee shall have a Shop Steward present or, in the absence of a Shop Steward, another employee present from the commencement of the interview. It is understood that this section will be deemed complied with if the Steward or other employee as noted in the section (while preferred to come from the Gas Bar as a result of the limited number of employees available) may be designated to be from another bargaining unit of UFCW Local No. 832.

8. Item (7) above is not intended to prevent management from investigating the circumstances, or enquiring, on a matter that may lead to discipline.

9. The signing of disciplinary notices and/or reprimands by Shop Stewards or employees does not mean that they are in agreement, or that they support the content of the reprimand or the disciplinary notice, but is an acknowledgment that they have received said disciplinary notice and/or reprimand.

10. The Company shall allow **two (2)** employees in the bargaining unit time off without pay or benefits for the purpose of attending negotiations for the renewal of the Collective Agreement.

**SIGNED THIS DAY OF , 2017.**

**FOR THE UNION:**

**FOR THE COMPANY:**

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## EXHIBIT ONE

### TO: THE NEW OR REHIRED EMPLOYEE:


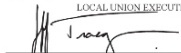
You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, and initiation fees as authorized by the Union. Articles of the Agreement between **the United Food & Commercial Workers Union, Local No. 832**, and **Sobeys West Inc. – Safeway Operations (Gas Bars, Manitoba)** contain the following statements:

“The Company agrees to retain in its employ within the bargaining unit, as outlined in Section 1 of this Agreement, only members of the Union in good standing. The Company shall be free to hire or rehire new employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall be eligible for membership in the Union and shall make application on the official membership application form within ten (10) calendar days from date of hire or rehire and become members within thirty (30) calendar days.”

“The Company agrees to provide each new employee and rehired employee, at the time of employment, with a form letter outlining to the employee **their** responsibility in regard to payment of union dues and initiation fee.”

“The Company agrees to deduct from the wages of the employee such union dues and initiation fee as are authorized by the Union. The Company further agrees to deduct the union dues automatically from the wages of new or rehired employees' first paycheque(s). Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Company's four (4) or five (5) weeks' accounting period and accompanied by a four (4) weeks or monthly electronic file containing the name, Social Insurance Number and store number of the employees for whom deductions were made and the amount of each deduction.”

Please complete the Membership Application (**sample below**) immediately and return it to **be** forwarded to UFCW, Local **No. 832** Union Office at 1412 Portage Avenue, Winnipeg, MB R3G 0V5, within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION		 <b>United Food &amp; Commercial Workers Union, Local No. 832</b>		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION	
		Manitoba, Canada			
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS			DATE OF HIRE (D/M/Y)	I hereby authorize the use of my S.I.N. for identification purposes and to verify union dues received and make payments to me as recommended (Cross out if you do not agree.)
COMPANY NAME	DEPARTMENT/NO.				
CLASSIFICATION	EMPLOYER NO.			FULL-TIME <input type="checkbox"/>	CASUAL <input type="checkbox"/>
				PART-TIME <input type="checkbox"/>	OTHER <input type="checkbox"/>
<small>I hereby declare that the information provided on this application for membership in the United Food &amp; Commercial Workers International Union and in the above statements are true. I agree that all monies paid by me shall be forfeited and used for the purposes of the United Food &amp; Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances and other matters relating to my employment. I understand that the United Food &amp; Commercial Workers Local No. 832 has a commitment from third parties that receive personal information from the Union and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.</small>					
APPLICANT'S SIGNATURE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE	
X					

Visit the Union's website @ [www.ufcw832.com](http://www.ufcw832.com) for more details on UFCW Local 832's Privacy Policy or call (204) 786-5055 or 1-888-832-9832.