

**SOBEYS RETAIL  
SUPPORT CENTRE WINNIPEG**

FROM: March 1, 2015

TO: April 28, 2029

# 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', with a long horizontal flourish extending to the right.

Jeff Traeger,  
President UFCW Local 832



# SOBEYS RETAIL SUPPORT CENTRE WINNIPEG

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**EXPIRY DATE: APRIL 28, 2029**

AGREEMENT BETWEEN:

**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".

**For and on behalf of all eligible employees of Sobeys Capital Incorporated, in the City of Winnipeg, in the Province of Manitoba, save and except warehouse and cafeteria employees working at the Sobeys Capital Incorporated facilities located at 1265 Empress 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.**

**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

**ARTICLE 2            DEFINITION**

2.01                    The term "employee," as used in this Agreement shall include all warehouse and cafeteria employees of Sobeys Capital Incorporated Distribution Centre, in the city of Winnipeg, in the Province of Manitoba, save and except warehouse and cafeteria employees working at the Sobeys Capital Incorporated facilities located at 1265 Empress Street, and, 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**

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

**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**

5.01                      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**

6.01 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 in a computer usable format, to the Union, and will be submitted to the Union office electronically 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 in a computer usable format containing the current names, Social Insurance Numbers, addresses, telephone numbers, classifications, start date, seniority date, department (if applicable), full-time or part-time status and rates of pay of all bargaining unit employees in January and July of each year.

## **ARTICLE 7 UNION BUSINESS**

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.

## **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, **they** must first obtain permission from his shift Supervisor for such purpose and upon completion, **they** 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 **or for an investigative interview**, 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 by email.

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.

8.06 New employees will have a maximum of ten (10) minutes during orientation to meet with an available Shop Steward.

## **ARTICLE 9 EMPLOYEE INFORMATION**

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.

## 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.

## 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 **one (1) thirty (30) minute** paid break period 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 that overtime of two (2) hours is anticipated, an additional fifteen (15) minute paid break will be provided at the end of the first hour of overtime.**
- (e)      An employee may take the (15) minute paid break as per 11.01 (d) above, prior to working the **first hour of** overtime, provided they have not taken another break within the last four (4) hours of their shift.
- (f)      If an employee reports for work on his regular scheduled shift, or is called out to work, and no work is available, **they** 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 Friday at 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. An employee who cannot make it into work can use available vacation time for that loss of pay.

11.06 Voluntary time off (VTO) when available shall be offered to employees **who have completed a minimum of three (3) hours of their scheduled shift** 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. The Company will post a sign-up sheet forty-eight (48) hours in advance. VTO will be offered to the senior employee(s) who have indicated their willingness to leave early.

11.07 Employees will be allowed a minimum of eight (8) hours off for rest in-between their shifts.

## **ARTICLE 12      OVERTIME**

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 **and the Company will be fair and reasonable for these requests.**

**For General Holidays falling between May 1<sup>st</sup> and September 30<sup>th</sup> (inclusive) of each year and Boxing Day (December 26<sup>th</sup>), in the event that mutual agreement cannot be reached, the day will be paid out.**

**For General Holidays falling outside of the above-mentioned period each year, in the event that mutual agreement cannot be reached, the day will either be paid out or scheduled within the thirty (30) days of the Holiday at the Company's discretion.**

- 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 **shall be paid ten (\$10.00) dollars to be included on their bi-weekly pay** for a meal allowance.
- 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 shifts, the Company will post an Additional Labour Requirements List ninety-six (96) hours ahead of the additional shift. Employees will be advised forty-eight (48) hours prior to the additional shift if they are scheduled to work. Additional 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 at work on the basis of reverse order of seniority by job.
- (c) Overtime rates will apply at the end of the applicable shift, eight (8) or ten (10) hours, or upon reaching forty (40) hours in a week.
- (d) For daily overtime, the Company will post a daily sign-up sheet. The sign-up sheet will be removed by 11 a.m. **and approved by 1 p.m.** on the day available overtime is to be worked and overtime will be offered to the senior qualified employee(s) who have indicated their willingness to work. **In the event the approved overtime is not needed, the employees who signed up will have the choice of leaving at the end of their regular shift or working a minimum of one (1) hour of overtime.**
- (e) Any overtime will be assigned by the Company where it is needed and it will not displace any employee who is on their regular scheduled shift in a bid-position.

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

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, **they** 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 of a work shortage resulting in the layoff of employees covered by this Agreement, the order of layoff shall be as follows:

**FIRST**      Probationary employees in order of merit provided the employees with seniority remaining have the required qualifications and can perform the duties assigned to them in a manner satisfactory to the Employer.

**SECOND**      Part-time employees with seniority in reverse order of seniority, provided the retained employees can perform the duties assigned to them in a manner satisfactory to the Employer.

**THIRD**      Full-time employees with seniority, in reverse order of seniority, provided the retained employees can perform the duties assigned to them in a manner satisfactory to the Employer.

(b)      In the event an employee is to be laid-off, **they** 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.
- After twenty (20) years of service, a full-time employee will be entitled to an additional five (5) weeks pay.

**ARTICLE 14 PAID HOLIDAYS**

14.01 The Company agrees to recognize the following paid holidays:

|                               |                                                                     |
|-------------------------------|---------------------------------------------------------------------|
| New Years Day                 | <b>Orange Shirt Day (National Day for Truth and Reconciliation)</b> |
| Louis Riel Day                | Thanksgiving Day                                                    |
| Good Friday                   | Remembrance Day                                                     |
| Victoria Day                  | Christmas Day                                                       |
| Canada Day                    | Boxing Day                                                          |
| Civic Holiday (Terry Fox Day) |                                                                     |
| Labour 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, **or absent due to a bona fide illness.** 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 (or ten (10) hours for those employees assigned ten (10) hour shifts) 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.

**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 **for full-time employees** are established based on years of service and gross earnings in each bi-weekly pay period as follows:

|     | <b><u>Employment</u></b>                                                                                          | <b><u>Entitlement</u></b>                                                       |
|-----|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| (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 point seven (7.70%) percent of total gross earnings – four (4) weeks      |
| (d) | sixteen (16) years or more but less than twenty three (23) years 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, **full-time employees** will be paid based on their percent of total gross earnings earned for their period actively at work.

Gross wages include all regular wages and general holiday pay.

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



**Effective January 2026, part-time employees shall receive vacation pay with their regular bi-weekly pay, based on their current bi-weekly earnings.**

15.03 **Full-time** employees will be entitled, within their department, to two (2) consecutive week's vacation during the prime vacation period May through September. **Any full-time** 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 **full-time** employee's vacations have been scheduled within the prime vacation period.

15.06 Under no circumstances will a **full-time** employee receive pay in lieu of vacation.

15.07 All **full-time** employees are required to take a minimum of two (2) weeks' vacation. If an employee's annual vacation allotment is greater than two weeks, **they** 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 **full-time** employees are required to submit their preference for their first two weeks vacation time by the second Monday in February. **Full-time** 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 **their** 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.

**15.11** Upon written request of the part-time employee, the Employer agrees to grant 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. Part time vacation requests will be granted based on weeks available after considering the full time vacation schedule and the operational requirements of the facility.

**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.

**ARTICLE 17**      **LEAVE OF ABSENCE**

17.01      a)      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, **giving full details including the reason for request and the time frame** 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 Union Leave, 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. Such leaves of absence shall be restricted to no more than three (3) employees at any one time and no more than one (1) employee during the prime vacation period. The Union will provide at least fourteen (14) days written notice to 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 **their** leave of absence. If the leave of absence is less than two (2) weeks, **they** shall state the date **they** shall return from such leave, before commencing **their** leave of absence.

17.05                    **Family Responsibility Leave**

**Effective the Sunday following ratification** 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 **five (5)** 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.

**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 **their** absence as far in advance as possible but at least one (1) hour prior to **their** 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 **them** relative to **their** absence.
- (e) An employee returning to work from an absence as described in Article 18.01 (i) must inform the Manager or **their** designate of **their** 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.

## **ARTICLE 19       BEREAVEMENT LEAVE**

19.01           All full-time employees **and part-time employees who have averaged more than thirty-two (32) hours worked per week in the preceding four (4) weeks**, 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, **niece or nephew.**

19.02 All part-time employees **not covered by 19.01** 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, **niece or nephew.**

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 vacation or **request** a personal leave of absence to extend the bereavement leave, **subject to the conditions outlined in sub-article 17.01 b).**

**ARTICLE 20            GROUP INSURANCE**

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**

21.01                    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**

22.01                    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 **their** 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 **they** 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.

**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.

## **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.

**25.07 If two (2) or more employees hired after the date of ratification have the same seniority date, their relative position on the seniority list shall be determined by hours worked as of the date they completed their probationary period.**



## **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 **they** cannot cope with the job, **they** shall then be returned to **their** 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. An employee can only **accept** two (2) job postings in a twelve (12) month period. **Acceptance of a job posting occurs when the employee is identified as the successful applicant and the employee is awarded the job. For purposes of this Article, an employee working their first shift in the new position will be considered accepting the job.**

**The twenty (20) working day trial period may be waived by mutual agreement between the employee and the Employer.**

26.02                      **Employees on an approved absence such as WCB, WI, LTD, Maternity or Parental leave, LOA or vacation will be eligible to apply for a full-time job posting while on leave provided the employee can return to work within forty-five (45) calendar days and can perform the job in a competent manner, as indicated above. The employee may also provide the Employer with written notification prior to going on leave to advise that they are applying for any job postings occurring during the duration of their LOA/vacation. The Employer shall have the right to temporarily fill the full-time vacancy until said successful applicant returns to work.**

26.03                      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.

26.04                      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.

26.05                      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 **them** for which **they are** properly trained. The employee so assigned will then perform that task or job.

## **ARTICLE 27      TEMPORARY ASSIGNMENTS**

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 daily, if required, on the basis of qualified employees **in the role** from within the shift, being offered the assignment in order of seniority.

**Temporary assignments (in Forklift, Loading and Salvage only) that are planned to be three (3) months or longer will be offered to qualified employees in the role from within the shift in order of seniority. A maximum of two (2) additional moves will be considered and there shall be no trial period for these assignments.**

27.02                    When an employee has been temporarily moved from their bid role, they will carry their seniority with them and will qualify accordingly for any future assignments in that area while so assigned.

At no point will an employee who is on their regular scheduled shift in a bid position be displaced by a more senior employee due to temporary staff movement.

27.03                    If an employee is called upon to perform work in a grade higher than **their** wage rate, **they** shall receive the wage rate of that grade, commencing with the second (2nd) day in which **they are** 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.

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

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

## **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 Prior to an issue or disagreement becoming a grievance, all scheduling and hours of work issues or disagreements the Employee, Union Representative or Shop Steward should first discuss the matter with the affected employee's immediate supervisor. The Company will endeavour to respond within two (2) business days from this initial discussion or provide an update as to when the Company can properly investigate and respond. This Article does not preclude the Union from filing a grievance.

28.03 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.

28.04 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.

28.05 All grievances must be submitted in writing.

28.06 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 28.02 above. The Supervisor shall give **their** 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.

28.07 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.

28.08 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**

29.01 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 **they** deem 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**

30.01 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.

### **ARTICLE 31 NEGOTIATING COMMITTEE**

31.01 The Company agrees to a maximum of **four (4)** 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.

### **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**

33.01                      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.

33.04                      The Company will act in a fair and reasonable manner in its request of medical certificates.

### **ARTICLE 34**      **WORKERS COMPENSATION BENEFITS**

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.

### **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.

### **ARTICLE 36**      **PROTECTIVE CLOTHING/EQUIPMENT**

36.01                      (a) The Company will reimburse for the purchase of CSA and company approved safety footwear seventy-five (75%) of the cost of such safety footwear up to a maximum of one hundred and **twenty \$120.00** dollars per annum **or two hundred and forty (\$240.00) dollars every two years.**

- (b) The Company will provide one (1) freezer suit, one (1) pair on insulated safety boots and appropriate freezer wear such as freezer gloves to those employees who are scheduled in the freezer as their main department.
- (c) The Company will reimburse up to one hundred and twenty (\$120) dollars per calendar year **or two hundred and forty (\$240) every two years** for clothing (including gloves) to wear in cooler, **freezer** and low temperature areas.

**ARTICLE 37            DURATION OF AGREEMENT**

37.01                      This Agreement shall become effective on March 1, 2015 and it shall continue in full force and effect until **April 28, 2029** 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                      DAY OF                      , 2024.**

**FOR THE UNION:**

**FOR THE COMPANY:**

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**APPENDIX "A" - WAGES**

**Warehouse Employees Hired Prior to February 22, 2015**

| Hours     | Current | SFR     | 4/27/25 | 4/26/26 | 4/25/27 | 4/23/28 |
|-----------|---------|---------|---------|---------|---------|---------|
|           |         | \$1.00  | \$0.75  | \$0.65  | \$0.65  | \$0.60  |
| Over 7801 | \$27.38 | \$28.38 | \$29.13 | \$29.78 | \$30.43 | \$31.03 |

**Retroactive Pay – Warehouse Employees Hired Prior to February 22, 2015**

All active employees who were on the payroll at the top rate or over-scale as of the date of ratification shall receive retroactive pay of one (\$1) dollar per hour for all regular hours worked from February 25, 2024. Retroactive pay shall be paid to all employees within four (4) weeks of the date of ratification.

**Janitors Hired Prior to February 22, 2015**

| Hours | Current | SFR     | 4/27/2025 | 4/26/2026 | 4/25/2027 | 4/23/2028 |
|-------|---------|---------|-----------|-----------|-----------|-----------|
|       |         | \$0.80  | \$0.70    | \$0.60    | \$0.55    | \$0.55    |
|       | \$21.92 | \$22.72 | \$23.42   | \$24.02   | \$24.57   | \$25.12   |

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

| Hours | Current | SFR     | 4/27/2025 | 4/26/2026 | 4/25/2027 | 4/23/2028 |
|-------|---------|---------|-----------|-----------|-----------|-----------|
|       |         | \$0.80  | \$0.70    | \$0.60    | \$0.55    | \$0.55    |
|       | \$23.69 | \$24.49 | \$25.19   | \$25.79   | \$26.34   | \$26.89   |

**Retroactive Pay – Janitors and Cafeteria Hired Prior to February 22, 2015**

All active employees who were on the payroll at the top rate or over-scale as of the date of ratification shall receive retroactive pay of eighty (80¢) cents per hour for all regular hours worked from February 25, 2024. Retroactive pay shall be paid to all employees within four (4) weeks of the date of ratification.

**Warehouse Employees Hired After February 22, 2015:**

| Hours     | Current | SFR     | 4/27/2025 | 4/26/2026 | 4/25/2027 | 4/23/2028 |
|-----------|---------|---------|-----------|-----------|-----------|-----------|
| 0-520     | \$15.30 | \$17.50 | \$17.75   | \$18.00   | \$18.00   | \$18.50   |
| 521-1040  | \$15.30 | \$18.00 | \$18.00   | \$18.25   | \$18.62   | \$18.99   |
| 1041-1560 | \$15.30 | \$18.50 | \$18.50   | \$18.50   | \$18.87   | \$19.25   |
| 1561-2080 | \$15.50 | \$19.00 | \$19.00   | \$19.00   | \$19.38   | \$19.77   |
| 2081-2600 | \$16.00 | \$19.50 | \$19.50   | \$19.50   | \$19.89   | \$20.29   |
| 2601-3120 | \$16.50 | \$20.00 | \$20.00   | \$20.00   | \$20.40   | \$20.81   |
| 3121-3640 | \$17.00 | \$20.50 | \$20.50   | \$20.50   | \$20.91   | \$21.33   |
| 3641-4160 | \$17.50 | \$21.00 | \$21.00   | \$21.00   | \$21.42   | \$21.85   |
| 4161-4680 | \$18.00 | \$21.50 | \$21.50   | \$21.50   | \$21.93   | \$22.37   |



|                  |                |                |                |                |                |                |
|------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| <b>4681-5200</b> | \$19.00        | <b>\$22.00</b> | \$22.00        | \$22.00        | <b>\$22.44</b> | <b>\$22.89</b> |
| <b>5200-5720</b> | <b>\$22.69</b> | <b>\$23.60</b> | <b>\$24.31</b> | \$24.31        | <b>\$24.79</b> | <b>\$25.29</b> |
| <b>5721-6720</b> |                |                | <b>\$24.56</b> | <b>\$25.30</b> | <b>\$25.80</b> | <b>\$26.32</b> |
| <b>6721-7720</b> |                |                |                | <b>\$25.55</b> | <b>\$26.06</b> | <b>\$26.58</b> |
| <b>7721-8720</b> |                |                |                |                | <b>\$26.31</b> | <b>\$26.84</b> |
| <b>8721-9720</b> |                |                |                |                |                | <b>\$27.38</b> |
| <b>Over 9721</b> |                |                |                |                |                | <b>\$28.00</b> |

**Transition:** Effective **Sunday Following Ratification** (SFR), non top-rated Warehouse employees will go to the next highest rate on the new scale and have their hours adjusted to reflect the appropriate position on the scale. Thereafter, they will progress up the scale based on hours worked or paid.

**Retroactive Pay – Warehouse Employees Hired After February 22, 2015**

All active employees who were on the payroll at the top rate or over-scale as of the date of ratification shall receive retroactive pay of one dollar (\$1.00) per hour for all regular hours worked from February 25, 2024. Retroactive pay shall be paid to all employees within four (4) weeks of the date of ratification.

**Swamper, Janitor and Cafeteria Employees Hired After February 22, 2015:**

| <b>Hours</b> | <b>Current</b> | <b>SFR</b>     | <b>4/27/2025</b> | <b>4/26/2026</b> | <b>4/25/2027</b> | <b>4/23/2028</b> |
|--------------|----------------|----------------|------------------|------------------|------------------|------------------|
| 0-520        | \$15.30        | <b>\$17.50</b> | \$17.50          | <b>\$18.00</b>   | \$18.00          | <b>\$18.25</b>   |
| 521-1040     | \$15.30        | <b>\$17.75</b> | \$17.75          | <b>\$18.25</b>   | \$18.25          | <b>\$18.50</b>   |
| 1041-1560    | \$15.30        | <b>\$18.00</b> | \$18.00          | <b>\$18.50</b>   | \$18.50          | <b>\$18.75</b>   |
| 1561-2080    | \$15.30        | <b>\$18.25</b> | \$18.25          | <b>\$18.75</b>   | \$18.75          | <b>\$19.00</b>   |
| 2081-2600    | \$15.30        | <b>\$18.50</b> | \$18.50          | <b>\$19.00</b>   | \$19.00          | <b>\$19.25</b>   |
| 2601-3120    | \$15.50        | <b>\$18.75</b> | \$18.75          | <b>\$19.25</b>   | \$19.25          | <b>\$19.50</b>   |
| 3121-3640    | \$16.00        | <b>\$19.00</b> | \$19.00          | <b>\$19.50</b>   | \$19.50          | <b>\$19.75</b>   |
| 3641-4160    | \$16.50        | <b>\$19.25</b> | \$19.25          | <b>\$19.75</b>   | \$19.75          | <b>\$20.00</b>   |
| Over 4161    | \$19.47        | <b>\$20.24</b> | <b>\$20.86</b>   | <b>\$21.48</b>   | <b>\$21.91</b>   | <b>\$22.35</b>   |

**Transition:** Effective **Sunday Following Ratification** (SFR) non top-rated Swamper, Janitor and Cafeteria employees will go to the next highest rate on the new scale and have their hours adjusted to reflect the appropriate position on the scale. Thereafter they will progress up the scale based on hours worked or paid.

**Retroactive Pay – Swamper, Janitor and Cafeteria Employees Hired After February 22, 2015**

All active employees who were on the payroll at the top rate or over-scale as of the date of ratification shall receive retroactive pay of seventy-seven (77¢) cents per hour for all regular hours worked from February 25, 2024. Retroactive pay shall be paid to all employees within four (4) weeks of the date of ratification.

## 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".

### **1. Full Time Positions**

During the life of this Agreement, the Company agrees to maintain a minimum of **one hundred (100)** full-time positions. This letter will expire as of **April 28, 2029**.

**In the event the Company conducts a rebid of the facility within 6 months of ratification, the Company commits that at least the same number of full-time positions available at the time of ratification will be posted.**

**Within six weeks of ratification, the Company will post ten (10) new full-time warehouse positions on the day/afternoon shift.**

### **2. Bulletin Board**

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.

### 3. Seniority Dates

The parties agree that notwithstanding the terms for the current collective agreement (expiring date of expiry February 24, 2024) any employee appointed to full-time status on or after January 1, 2016 will have as **their** full-time seniority date the date upon which **they were** appointed to full-time. In the event more than one employee is appointed to full-time on the same date the seniority tie breaker will be continuous service with the Company. For the purpose of this letter only service acquired at King Edward will be considered.

Full-time employees are considered as senior to all part-time employees. Part-time employees with more than three (3) years of service currently employed at Inkster as at January 1, 2016 who do not accept a full-time position will be placed at the top of the part-time seniority list. Any employee appointed to a part-time position at Inkster from King Edward will have as **their** part-time seniority data the date of January 11, 2016 regardless of what date the employee actually begins work at Inkster. Seniority ties will be broken by considering King Edward date of hire.

### 4. Lead Hand: Loaders

The parties hereinafter agree as follows:

1. Effective July 24th, 2016, the Company may appoint up to four (4) employees on the basis of skill, ability and qualifications as determined by the Company to act in a Lead Hand capacity to support the loading functions of the operation.
2. An Expression of Interest will be posted and loader employees may indicate their interest to be considered for the role.
3. The dues of the employees so selected will include all duties of a loader plus certain supervisor and directory duties as assigned by management.
4. Lead Hand employees will receive a premium of one dollar (\$1.00) per hour for all time so appointed.
5. It is agreed that at the end of the morning Lead Hand Loader's shift should **they** be required to stay for overtime, **they** will act solely as a Loader, provided there is an Afternoon Lead Hand Loader on shift. (Updated August 31, 2018)
6. This arrangement is without prejudice or precedent to any other dealings between the parties and will remain in effect until June 1, 2020. (Updated August 31, 2018)
7. Notwithstanding point #6, this agreement may be cancelled by either party with forty-five (45) days notice. Within that time period, the parties agree to meet and review the effect of this agreement and to discuss challenges of implementation.

**5. Lead Hand: Salvage**

1. Effective March 12th, 2018, the Company may appoint one (1) employee per shift on the basis of skill, ability and qualifications as determined by the Company to act in a Lead Hand capacity to support the Salvage operation.
2. An Expression of Interest will be posted and Salvage employees may indicate their interest to be considered for the role.
3. The duties of the employees so selected will include but are not limited to all duties of a salvage employee plus certain additional duties as assigned by management.
4. Lead Hand employees will receive a premium of one dollar (\$1.00) per hour for all time so appointed.
5. This arrangement is without prejudice or precedent to any other dealings between the parties and will remain in effect for a period of up to one (1) year, until March 12th, 2019 and thereafter from year to year subject to point #6 below;
6. Notwithstanding point #5, this agreement may be cancelled by either party with forty-five (45) days notice. Within that time period, the parties agree to meet and review the effect of this agreement and to discuss challenges of implementation.

**6. Statutory Holidays**

1. The parties agree to the following process:
  - (a) Prior to each statutory holiday the employer will put together a chart indicating how many employees can be off on specific dates following the statutory holiday which will be made available four (4) weeks prior to the week in which the statutory holiday falls.
  - (b) Employees must **submit their request by the posted deadline. If an employee does not submit a request by the posted deadline, they fall to the bottom of the list for selection and if a slot is still available at the end of the canvass they may select that spot. Requests will be approved in order of seniority based on shift (day/afternoon and nights).**
  - (c) **Cafeteria and Janitors/Swampers** will be treated by seniority within these departments.
  - (d) If an employee chooses to not to make a **request**, the employee will **either** have their statutory day paid out **or scheduled, at the Company's discretion.**

**7. Future Scheduling Software**

In the event the Employer implements improvements in its next generation of scheduling software for RSC employees, the parties agree in good faith to meet and to negotiate where possible any potential collective agreement changes that may be required.

Areas that are under exploration include but are not limited to:

- Mobile and self-service functionality
- Visibility to schedule
- Request for time off

8. Within 30 days of ratification, the Company will post four (4) new full-time positions at the Church Street location, titled, "Swamper/ Janitor" The Current part-time position will be eliminated as part of these new full-time jobs. The rate of pay will be the "Swamper, Janitor, and Cafeteria Employee" rate in the collective agreement. The Company still retains its right to use third-party Swampers at its discretion as set out in the current Collective Agreement.

9. The Company agrees that it will eliminate the term "Various" from all existing and future postings.

In the event of a requirement to change scheduled days off for full time employees on a temporary basis (e.g. weeks with statutory holidays, vacation weeks), the Company will make schedule adjustments as follows:

- 1) Change part time employees schedules where possible provided the impacted employees have the skill and ability to perform the work required or;
- 2) Change the schedule of full-time employees on a reverse seniority basis within the shift in question provided the impacted employees have the skill and ability to perform the work required.

**10. Daily Movement Guiding Principles**

Pursuant to Article 27.01 and the balance of the collective agreement, the parties agree to the following principles with respect to daily movement.

- Employees will start their shift at their bided role (Forks, Loaders and Order Selectors) along with their bid start times. Employees are not specifically assigned to any certain location (excluding Freezer).

- **Management will move employees within the shift and roles as needed with consideration for seniority and the employee's ability to perform the work required. Such movement will not result in the displacement of an on-shift employee in their bided role.**
- **If the event of an early start, employees are not entitled to their bid role until their originally scheduled start time provided there is work available in that role.**
- **For purposes of overtime, employees starting point will be order selection. If the employees are needed elsewhere, they will move into other assignments based on seniority and the employee's ability to perform the work required.**
- **It is understood that management may deviate from the above guiding principles if needed to ensure the efficient operation of the shift. In the event of a deviation, upon request, the Shift Manager will meet with the shop steward to discuss the rationale.**

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THESE LETTER OF UNDERSTANDINGS.**

**SIGNED THIS                                      DAY OF                                      , 2024.**

**FOR THE UNION:**

**FOR THE COMPANY:**

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