

SOBEYS CAPITAL INCORPORATED
SOBEYS EXTRA

FROM: December 10, 2015

TO: December 9, 2025

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 stylized flourish at the end.

Jeff Traeger,
President UFCW Local 832



SOBEYS CAPITAL INCORPORATED SOBEYS EXTRA

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EXPIRY DATE: DECEMBER 9, 2025

AGREEMENT BETWEEN:

SOBEYS CAPITAL INCORPORATED
trading as Sobeys Extra located at
2850 Pembina Highway in the City of
Winnipeg, Province of Manitoba, herein
referred to as the "Employer".

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".

SECTION 1 PURPOSE OF THE AGREEMENT

1.01 The purpose of this Agreement is to establish rules which allow the parties to achieve their respective goals in an atmosphere of trust, mutual respect and dialogue.

The parties also recognize that it is in their interest to constantly seek ways to offer superior customer service which, among other things, means introducing top quality products that meet the requirements of consumers. With regard to providing superior customer service, the parties agree that operational efficiency and flexibility are crucial to giving the Employer a required competitive advantage without compromise.

The Employer recognizes that the Union's role is to improve the working conditions of its members, while maintaining a climate that promotes harmonious Labour Relations and supports the Employer's goals in its efforts to providing superior customer service.

In addition, the Union recognizes that the Employer's primary objective is to grow and prosper while complying with its obligations to its employees, the Union and its partners.

SECTION 2 **DEFINITIONS**

2.01 **Full-time Employee**

An employee compensated on an hourly basis and who normally works forty (40) hours per week.

2.02 **Part-time Employee**

An employee compensated on an hourly basis and who normally works less than forty (40) hours per week.

2.03 **Promotion**

Means the transfer of an employee to a classification with a pay scale whose maximum rate is higher than that of **their** previous classification, or the transfer from part-time employee to full-time employee.

2.04 **Demotion**

Means the transfer of an employee to a classification with a pay scale whose maximum rate is lower than that of **their** previous classification.

2.05 **Layoff**

Full-time Employees - Any reduction in the normal work week of a full-time employee owing to a lack of work, such that the employee works less than forty (40) hours per week unless the full-time employee accepts a part-time position and is so classified.

Part-time Employees - No hours worked due to a lack of work for a period of four (4) or more consecutive weeks.

After a period of seven (7) consecutive days without work, the Employer must, upon the request of an employee, provide a Record of Employment for Employment Insurance purposes.

2.06 **Singular and Plural**

For the purposes of this Agreement, the singular shall be deemed to include the plural and vice versa.

2.07 Appendices and Letter of Understanding

Any Appendix and/or Letter of Understanding appearing herein is an integral part of this Agreement as are any additional Appendices and/or Letter of Understanding subsequently agreed to by the parties.

2.08 Spouse

A “spouse” is a person of the same or opposite sex who is married to the employee or who has cohabited with the employee in a de facto union for at least twelve (12) consecutive months, unless specifically outlined in other Sections in this Collective Agreement.

2.09 Agreement Not Inferior to the Law

No Section in this Agreement shall be inferior to what is stipulated in any law or part of a law that applies to an employee governed by this Agreement.

SECTION 3 RECOGNITION AND JURISDICTION

3.01 The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all employees, whether full-time or part-time, coming under the provisions of this Agreement, employed in the Store owned and/or operated by Sobeys Capital Incorporated trading as Sobeys Extra located at 2850 Pembina Highway, in the City of Winnipeg, in the Province of Manitoba, save and except the Store Manager, the Assistant Store Managers, the Department Managers in sub-section 3.02, any position above the rank of Department Manager, the Office employees (including Bookkeeper), Registered Dietician, the Graduate and Undergraduate Pharmacists, and the Registered Pharmacy Technicians if and when the Province of Manitoba enacts such a designation.

3.02 For the purposes of this Agreement, the departments of the Employer are the following:

- (a) Administration
- (b) Grocery
- (c) Produce
- (d) Meat
- (e) Seafood
- (f) Front-End
- (g) Bakery
- (h) Prepared Foods
- (i) Deli
- (j) Health and Wellness
- (k) Pharmacy
- (l) Coffee**

3.03 The Employer may introduce new types of departments (e.g., bathroom/bedding, clothing/accessories, kitchen, electronics, books/entertainment, party supplies/decorations, sporting goods, hardware) in its Store, and create the corresponding Managerial positions.

3.04 Any new Managers appointed by virtue of this Section shall work only in their respective departments, except where such a Manager is designated by the Employer to act as duty Manager of the Employer.

3.05 The Employer shall not reach any individual agreement contrary to or in conflict with the provisions of this Agreement with any employee governed by this Agreement.

3.06 It is agreed that Department Managers have the right to carry out production duties that are performed by bargaining unit employees.

3.07 It is agreed that the Employer shall retain the sole right and function in respect to transfers, promotions and demotions and the Union agrees that transfers, promotions and demotions in respect to the bargaining unit employees referred to below shall not be subject to any arbitration as provided for in Section 14 of the Agreement;

- (a) Assistant Department Managers (**one (1)** per Department)
- (b) Cheese Ambassador
- (c) Non Perishable Lead Hand
- (d) Community Room Operator
- (e) Chef

3.08 **Product Demonstrations**

- (a) If product demonstrations or tasting events are held, the Representatives of suppliers or firms specializing in this area or even staff hired by the Employer are authorized to handle the merchandise being demonstrated or tasted and to hand out samples; however, they may not fill shelves other than those used for the event in question.
- (b) The Representatives demonstrating their products may verify their product codes and remove any shelved merchandise that is expired or damaged, but they may not fill the shelves.

3.09 The Sobeys Representatives (Specialists, Director Operations, and other) may carry out all work related to their duties.

3.10 In the event that the Store is renovated or remodelled or that changes are made to the inventory or Store layout, no restriction shall be placed on the work carried out by the Representatives of Suppliers or firms specializing in this area.

3.11 **Vendor Stocking**

- (a) The Representatives of Companies that supply baked goods (breads and cakes), beer, wine, liquors, soft drinks and water chips/salty snacks and similar-type products, nuts and candies, non-food products and natural products, may move their product throughout the Store and place it on or remove it from the shelves.
- (b) The Representatives of Suppliers may set up seasonal displays or special displays on a non-weekly basis (e.g., Kraft festival).

3.12 The Representatives of a Catering Service may prepare their recipes and cook the products intended for the Prepared Foods Department.

3.13 Cleaning of the Store and its equipment as well as the general repairs performed in the Store and on its equipment may be carried out by persons excluded from the bargaining unit.

3.14 **Small Kiosks**

The operation of small kiosks such as those gifts, sushi, Asian cuisine, etc., may be carried out by persons excluded from the bargaining unit. However, work carried out by those operating these small kiosks shall be limited to the tasks pertaining to their duties within said kiosks. In the event that such kiosks require more than four (4) employees per shift, the Employer will first discuss the situation with the Union.

SECTION 4 MANAGEMENT RIGHTS

4.01 **Management Rights**

The Employer has the right and power to manage its business and direct its employees in accordance with its obligations and responsibilities.

The Union recognizes that the Employer has the exclusive right to manage its business and direct its workforce, including the right to:

- (a) maintain order, discipline and efficiency;
- (b) establish the requirements necessary to carry out each task. In order to establish the requirements related to a position, the Employer may take into account such criteria as level of education, experience, abilities, qualifications and particular skills;

- (c) hire, discharge, direct, classify, transfer, promote, demote, suspend, discipline and lay off employees;
- (d) establish, modify and amend policies and regulations;
- (e) select and decide which merchandise items are to be sold or produced and handled within the Employer without regard for the Union status of suppliers or delivery persons;
- (f) establish, change or modify the work methods as well as the equipment and facilities needed to prepare and sell the merchandise;
- (g) establish and implement performance and production standards to be met by the employees.

4.02 Without limiting the generality of the foregoing, the provisions set out in sub-section 4.01 are not deemed to exclude other rights and powers that are not explicitly stated therein. It is understood that the Employer retains all the rights and powers that are not otherwise expressly restricted by this Agreement.

4.03 The exercise of management rights is subject to the grievance procedure if these rights are in contradiction with the provisions of the Agreement or if they result in a disciplinary measure or if they are used in an unjust, discriminatory or arbitrary manner.

4.04 The Employer reserves the right to create new positions or classifications. It must, however, negotiate with the Union before creating any new position or classification. If the parties do not succeed in reaching a satisfactory written agreement through negotiation, the Employer may make the decision it deems necessary and the question of the working conditions associated with the new position or classification shall be subject to arbitration as set out in Section 14 of this Agreement.

SECTION 5 UNION MEMBERSHIP

5.01 All employees shall, as a condition of employment, be members of the Union and remain members in good standing throughout the term of this Agreement.

The Employer 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 (Exhibit One) within ten (10) calendar days from date of hire or rehire and become members within thirty (30) calendar days.

5.02 **The Employer agrees to forward a Membership Application duly completed, 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 Employer.**

5.03 **The Employer agrees, in January and July, to provide the employee's Social Insurance Number, employee number, address, phone number, department, classification and hourly rate of pay.**

SECTION 6 DEDUCTION OF UNION DUES

6.01 The Employer agrees to deduct from the wages of the employee such Union dues and initiation fees as are authorized by the Union. The Employer 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 Employer to the Secretary Treasurer of the Union by direct deposit within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and accompanied by a four (4) **or five (5)** week electronic remittance of the name, Social Insurance Number and Store number of the employees for whom deductions were made and the amount of each deduction.

6.02 Each year, the Employer shall calculate the amount of Union dues to be deducted from each employee and indicate these amounts on the appropriate federal and provincial forms of each employee; these forms shall be sent to the employee by February 28th at the latest.

6.03 The Union agrees to hold the Employer harmless in any dispute arising from the deduction of union dues in accordance with this Section.

SECTION 7 UNION FUNCTIONS

7.01 Union Representatives shall have reasonable access to the Store in order to investigate and/or submit grievances on occasion and/or meet with Managers and/or employees in order to discuss Labour Relations issues and/or ensure that the terms of this Agreement are being met. Meetings between the Union Representatives and employees must first be approved by the Store Manager or **their** designate.

SECTION 8 UNION LEAVE OF ABSENCE

8.01 Any employee appointed to a position within the Union shall be entitled to an unpaid leave of absence of up to twelve (12) months' duration provided **they** gives fifteen (15) days written notice **in advance of the leave**. An employee must give the Employer fifteen (15) days advance notice of the date **they** intend to return to **their** position. Employees returning to work shall resume their prior position as if they had never left. If the position no longer exists, **the** employee may exercise **their** rights under this Agreement.

During such an unpaid leave of absence, if the Union and the employee request it in writing the Employer shall maintain the employee benefits provided for in this Agreement.

The Employer shall submit to the Union a detailed reimbursement request for the expenses thus incurred and the Union must reimburse them.

8.02 One (1) employee chosen by the Union shall be given a leave of absence to attend Union activities of short duration (courses, meetings, etc.). Such a leave of absence shall be subject to the following conditions:

- (a) The Union shall make its request at least fifteen (15) days before the start of the desired leave of absence.
- (b) The Employer is not obliged to grant such a leave of absence during the period from December 1st to January 10th and from the third (3rd) Monday in June to the second (2nd) Monday in September.
- (c) The Employer is not obliged to grant a total of more than fifteen (15) such days per calendar year.
- (d) During such a leave of absence, employees shall continue to enjoy all the rights and privileges set out in this Agreement and receive their regular salary as if they were still at work. However, within thirty (30) days of receiving the bill, the Union must reimburse the Employer for all of the expenses involved in ensuring that the employee continues to receive a salary and fringe benefits.

Employees returning to work shall resume their prior position as if they had never left.

8.03 Negotiation Costs

The Employer shall share equally with the Union:

- (a) the cost of renting a room for the purpose of negotiating the Collective Agreement
- (b) the cost of printing and supplying the Collective Agreement in booklet format.

SECTION 9 SHOP STEWARDS

9.01 The Employer agrees to recognize up to three (3) Shop Stewards appointed and/or elected by the Union for the purpose of overseeing the terms of the Collective Agreement.

9.02 The Union agrees to provide the Employer with the names of the Shop Stewards, in writing, and of any changes that may occur from time to time.

9.03 While carrying out **their work for the Employer, the Shop Steward may investigate and meet with the Store Manager to discuss any issue relating to the Agreement.**

The Shop Steward may carry out **their** Union duties during working hours without loss of pay and/or privileges.

Shop Stewards shall be allowed to wear their Shop Stewards' pin while on duty provided the pin complies with the Employer's dress code and food safety regulations.

9.04 The Shop Steward must obtain approval from **their immediate Supervisor before leaving **their** duties. The Shop Steward shall be released from **their** duties as soon as possible, taking into account the need to ensure the proper functioning of the Employer.**

SECTION 10 SENIORITY

10.01 The seniority of any employee governed by this Agreement is determined by the length of the employee's continuous service with the Employer in the establishment, unless such seniority has been **broken within the meaning of sub-section **10.06** in this Agreement. Full-time shall be considered senior to part-time in all respects of administering this Collective Agreement.**

10.02 If an employee's seniority is **broken** within the meaning of sub-section **10.06** and the employee is re-hired, seniority shall be calculated as of the date he or she was most recently re-hired.

10.03 An employee's seniority shall be maintained and continue to accumulate during any leave of absence permitted under this Agreement, with the exception of a leave of absence set out in sub-section **24.01**.

10.04 **In January and July**, the Employer shall provide the Union with a **seniority list of all current full-time and all part-time employees covered under the terms of this Collective Agreement**. The list shall be posted by the Employer. This list is provided for information purposes only and will not prejudice the rights of the parties.

10.05 Where two (2) or more employees commence work on the same date and there is no clear way of establishing the order of seniority between them, this order will be established by having the employees draw lots in the presence of the Employer and the Shop Steward.

10.06 **Seniority shall be considered broken and services terminated:**

- (a) if the employee is dismissed by the Employer and is not reinstated through the grievance or arbitration procedure;
- (b) if the employee voluntarily terminates **their** employment; however, an employee has up to twenty-four (24) hours to revoke a voluntary departure or a resignation. This period is calculated from the time the employee hands in **their** resignation or leaves work, whichever occurs first;
- (c) if the employee is not recalled to work following a layoff; however, the employee shall remain on the seniority list for a maximum period of twelve (12) consecutive months or for the duration of **their** seniority, whichever is shorter;
- (d) if the employee is absent from work for more than two (2) consecutive scheduled **shifts** without **satisfactory** reason, the proof of which lies with the employee;
- (e) if the employee fails to report for work within five (5) days following a recall after a layoff, unless such failure is due to a **satisfactory** reason the proof of which lies with the employee;
- (f) if the employee fails to report for work after an unpaid leave of absence, unless **they** provides a satisfactory reason in writing, the proof of which lies with the employee;

- (g) if the employee requests for and is provided a leave of absence by the Employer for any reason and the Employer finds out that such leave was requested under false pretences.

10.07 Employee seniority shall prevail by department and within the classification in any situation where staff is reduced. The Employer must proceed as follows when implementing a layoff:

- (a) The Employer must first ask for employees who volunteer to be laid off, and then implement the layoff in order of seniority within a department and by classification. Only employees who are working in jobs that are targeted for lay-offs will be affected.
- (b) If no employee agrees to be laid off voluntarily, the Employer must lay off the employee with the least seniority who is in the classification and department, and who has the employment status targeted by the layoff.

10.08 In all cases, such an employee may choose one of the following options:

- (a) agree to be laid off; or
- (b) displace the most junior employee in **their** classification and department as long as **they have** the same employment status and provided **they** meet the requirements of the position; or
- (c) displace the employee with the least seniority in an equal or lower classification in the same department as long as **they have** the same employment status and provided **they** meet the requirements of the position.
- (d) A full-time employee has the right to be displaced into a part-time position, as stipulated in (b) and (c) above

10.09 An employee who has displaced another employee in **their** department and classification or in a classification equal to **their** own maintains **their** salary and continues to move up the pay scale for that classification if **they have** not reached the top of the scale.

10.10 An employee who has displaced another employee in a lower classification within **their** department shall receive the maximum salary for that classification or **their** current salary, whichever is lower. **They** shall continue to move up the pay scale for the new classification if **they have** not reached the top of the scale.

10.11 An employee, who is transferred to a lower classification following a layoff and returns to **their** initial classification, shall at the very least receive the same salary that **they were** earning prior to the transfer.

10.12 Employee seniority shall prevail in all cases of recall provided the recalled employee meets the requirements of the position within the department and classification affected by the recall.

10.13 Employees who agree to be recalled shall receive the maximum wage rate for the classification in which they are recalled or the wage rate they earned before the layoff, whichever is lower. Such employees who are not at the top rate of the classification will then continue to move up the pay scale for the classification in which they are recalled.

10.14 Employees with twelve (12) months or more seniority shall maintain and accumulate their seniority during a layoff period of up to twelve (12) months. Employees who have less than twelve (12) months seniority will maintain and accumulate seniority for a period equal to their seniority at the time they were laid off.

10.15 A full-time employee who is laid off shall have bumping rights to a part-time position only within **their** department and classification provided **they** meet the requirements of the position. If a full-time employee is reduced to part-time, sub-sections **10.09** and **10.11** shall apply with respect to their change in status.

10.16 Full-time employees with twelve (12) months or more seniority shall maintain their status and seniority with respect to a recall, for a period of twelve (12) months. Employees with less than twelve (12) months seniority will maintain their status and seniority with respect to a recall for a period equal to their seniority at the time they were laid off.

10.17 Full-time employees who wish to become part-time employees in their classification and department may do so at any time. As of the date of their change in status, which must occur within fifteen (15) days of their request, they shall be automatically governed to the working conditions and rights of part-time employees. Their seniority is determined by the date they were hired and their pay depends on their pay progression credit.

10.18 A full-time employee who is laid off shall receive prior notice or shall be paid in lieu of such prior notice in accordance with the *Employment Standards Code* unless the employee accepts to become a part-time employee and is classified as such. Such prior notice shall indicate the effective date of the layoff and shall be given to the employee in writing with a copy to the Shop Steward.

10.19 Where an employee is promoted outside the bargaining unit, **they** shall undergo a trial period of six (6) months. During this period, the employee shall maintain and accumulate seniority in the event that **they** return to the bargaining unit; however, **they** shall not enjoy any benefit under the Agreement during the trial period. Before the end of the trial period, the employee may, if **they** so wishes, return to **their** former position, after giving the Employer a two (2) week notice in writing. The Employer may decide to return the employee to the same position by applying the same procedure.

10.20 **Full-time Vacancies**

- (a) Where a full-time position becomes vacant or available and the Employer intends to fill it, preference shall be given to the employee with the most seniority within the department and classification, provided merit, skill and ability are relatively equal and **they** meet the requirements of the position.
- (b) Employees who are interested in such a position must write their name and date of seniority directly on the job posting. The Employer will select the employee who will fill the position from among those who have applied for it, subject to the sub-section **10.20** (a) above.
- (c) For a period of seven (7) days, the Employer shall post on the Employer's bulletin board all vacant or available positions for full-time employees that are to be filled. Employees can apply for these positions within this period.
- (d) For a period of seven (7) days, the Employer shall post on the Employer's bulletin board the name of the person who was hired for the position.
- (e) In all such cases under sub-section **10.20**, the Employer shall grant the employee who was hired for the position in accordance with sub-section **10.20** a trial period of thirty (30) working days. During this period, the employee may return to **their** former position by giving the Employer a written notice of one (1) week. The Employer may also return the employee to **their** former position by following the same procedure.
- (f) The Employer and the Union may agree in writing to extend this period for a maximum of thirty (30) additional days.

10.21

Part-time Vacancies

- (a) The Employer shall offer the vacant position to the part-time employee with the most seniority who has expressed an interest in this regard provided that **they** meet the Employer's requirements for this position.
- (b) The employee hired for the position shall be granted a trial period of thirty (30) working days. During this period, the employee may return to **their** former position by informing the Employer in this regard. If the Employer is not satisfied with the employee, it may return the employee to **their** former position.
- (c) Notwithstanding any provisions to the contrary, during the trial period described in sub-section **10.20** (e) the employee hired for the position is considered to have the least seniority among the employees in the same classification and department, only for the purposes of allocating hours of work.
- (d) If any part-time employee refuses to be transferred to a position for which **they had** expressed an interest, **their** name shall be stricken from the list indicated in sub-section **10.20** (a). The part-time employee may express **their** interest in another part-time position only when the next list is posted.

10.22 Where there is a conflict over rights between a full-time employee and a part-time employee, the rights of the full-time employee shall always take precedence over those of the part-time employee.

10.23 If a part-time employee becomes a full-time employee, the time elapsed during **their** probation period as a part-time employee shall be applied to **their** status as a full-time employee and **their** seniority shall be determined **by crediting the employee with fifty (50%) percent of their seniority as a part-time employee to a maximum of two (2) years. However, the amount of vacation time and pay of such an employee is calculated as of the date they were hired.**

SECTION 11 PROBATIONARY PERIOD

11.01 **New or rehired employees shall be on a probationary period of five hundred (500) hours worked. The Employer reserves the right to discipline, suspend or discharge any employee who has not completed **their** probation period. Such disciplinary measures or termination of employment shall not be subject to the grievance or arbitration procedure, **provided such reason is not contrary to *The Human Rights Code* (Manitoba).****

SECTION 12 DISCIPLINE

12.01 Any written **disciplinary** notice shall be given to the employee in the presence of the Shop Steward, who shall be given a copy at the same time. However, **in the absence of a Shop Steward**, the employee **being disciplined** shall be accompanied by another employee of **their** choice who is on the premises. In such a case, the Employer shall provide the Shop Steward with a copy of the notice upon **their** return to work. The employee concerned may refuse to have the aforementioned people present or may request in writing that the person in question withdraw. **A copy of such disciplinary notice shall be faxed or emailed to the Union office.**

 The Shop Steward shall take part in any interview or questioning with regard to the employee's performance or conduct. However, **in the absence of a Shop Steward**, the employee shall be accompanied by another bargaining unit employee of **their** choice who is on the premises. The employee concerned may refuse to have the aforementioned people present or may request in writing that the person in question withdraw.

12.02 An employee's signature on any discipline notice is regarded as an acknowledgement of receipt on the part of the employee.

12.03 Locker Searches

 An employee's personal belongings or locker may not be searched unless **they are** present and accompanied by a witness of **their** choice who is on the premises.

12.04 Employees who have been demoted by the Employer for disciplinary purposes shall **be moved to the wage scale for the classification they are moved to and be credited on that scale for their career hours worked.**

SECTION 13 GRIEVANCE PROCESS

13.01 In the spirit of this Agreement, it is understood that any disagreement with respect to the application or interpretation of this Agreement between an employee or the Union and the Employer creates a climate that is harmful to the achievement of the objectives of this Agreement.

 Any employee or group of employees or the Union and the Employer must attempt to settle the disagreement as soon as possible.

 The representations will be made by the parties concerned without prejudice.

13.02 In the event of a grievance, the following process will be applied.

STEP ONE - Verbally to the Employer

The employee or the Union Representative or Shop Steward must submit the grievance verbally to the Store Manager no later than fifteen (15) days following the incident that gave rise to the grievance. The Store Manager's decision must be rendered verbally no later than fifteen (15) days after the grievance was received.

STEP TWO - In Writing to the Employer

In writing to the Employer's Official designated to handle Labour Relations matters: If the grievance is not settled in Step One or if the Store Manager does not render its decision within the prescribed deadlines, the Union Representative or **their** replacement must address the grievance in writing to the Employer's Official designated to handle Labour Relations matters no later than fifteen (15) days after the Store Manager's response or the deadlines for issuing its response, as the case may be. The Employer's Official designated to handle Labour Relations matters must then answer in writing no later than thirty (30) days following receipt of the grievance. No grievance shall be forwarded to Arbitration unless a meeting is held first with the Store Manager and Employer's Official designated to handle Labour Relations matters.

13.03 In the case of dismissal or suspension, a grievance must be submitted in writing no later than twenty-one (21) days following the date of dismissal or suspension, and it will progress to Step Two of the process.

13.04 The Employer may submit grievances in the following way:

The Employer sends the grievance to the President of the Union or **their** designate in Step Two no later than fifteen (15) days following the incident that gave rise to the grievance. The President of the Union or **their** designate has fifteen (15) days to deal with the grievance. The decision that is reached shall be put in writing and sent to the offices of the Employer.

SECTION 14 ARBITRATION

14.01 If a grievance is not settled in Step Two of the grievance procedure, either of the parties may refer the grievance to arbitration in accordance with the provisions of the Labour Code, no later than thirty-one (31) days after the date the decision is rendered in Step Two of the grievance procedure or after the deadlines set out for the grievance procedure have expired.

14.02 The parties must attempt to agree on an Arbitrator before applying to the Manitoba Labour Board.

14.03 In reaching **their** decision, the Arbitrator shall be governed by the provision of this Agreement and shall have no jurisdiction to alter or modify any of the provisions in this Agreement, to substitute them with a new provision, or to make any decision that may enter into conflict with the terms and provisions of this Agreement.

14.04 In all cases of grievances regarding suspensions or dismissals, the Arbitrator has the jurisdiction to maintain, modify, reduce or cancel the suspension or dismissal. The Arbitrator has the jurisdiction to decree the employee's return and to establish any amount due to the employee, if necessary.

14.05 In the case of a written notice, the Arbitrator has the jurisdiction to cancel or maintain the Employer's decision.

14.06 Any decision by the Arbitrator rendered in accordance with the Sections in this Agreement is final and binds the parties concerned. No person shall serve as an Arbitrator who is involved or directly interested in the grievance.

14.07 Each party shall pay for half of the Arbitrator's fees and expenses.

SECTION 15 HOURS OF WORK

15.01 The work schedule is established by the Employer according to the needs of the operation and the rules set out in this Agreement.

15.02 The daily work schedule must provide for **a minimum of ten (10) hours off between shifts unless otherwise mutually agreed between the Employer and the employee, and** consecutive hours at all times other than meal breaks, with the exception of consenting part-time employees who, upon the Employer's request, may work non-consecutive hours.

15.03 The normal work week of a full-time employee is defined as follows:

- (a) forty (40) hours per week.

In a week in which one (1) General Holiday occurs, the basic work week for full-time employees shall be thirty-two (32) hours.

In a week in which the Employer observes two (2) General Holidays, the basic work week for full-time employees shall be twenty-four (24) hours;

- (b) five (5) days per week;
- (c) In the event the Employer wishes to implement a four (4) day work week of ten (10) hours per day, such schedule will first be discussed with the Union and will be in keeping with the Manitoba Employment Standards Code.

15.04 The normal work week of a part-time employee is defined as follows:

- (a) normally less than forty (40) hours per week;
- (b) in the event the Employer wishes to implement a four (4) day work week of ten (10) hours per day, such schedule will first be discussed with the Union and will be in keeping with the Manitoba Employment Standards Code.
- (c) no less than four (4) consecutive hours of work per day;
- (d) any part-time employee who reports for work as scheduled is assured a minimum of four (4) hours of work unless the employee is notified by phone not to come in to work at least **two (2)** hours prior to **their** scheduled shift **unless by mutual agreement**.

15.05 In making up the night shift, the Employer shall, by order of seniority, first call upon those employees who wish to be on the night shift, taking into account the employee's ability to perform the work, the department concerned, and the classifications and employment status required to fill the positions.

15.06 If an insufficient number of employees are available to work on the night shift, the Employer shall, by reverse order of seniority, call upon the employees within the required classification and department, and with the required employment status.

15.07 The work schedule **for a period of two (2) consecutive weeks** shall be posted on the bulletin board provided for this purpose, on Friday (before **4 PM**) of the weeks preceding the schedule.

15.08 The work schedule gives the name of each employee in the department, by classification and order of seniority. The work schedule of full-time employees and part-time employees shall be indicated separately.

15.09 No employee may exceed the number of working hours indicated on the schedule set by the Employer unless authorized to do so by **their** Department Manager or designate.

15.10

Availability of Part-time Employees

- (a) The Employer provides part-time employees with an availability form, Appendix "C".
- (b) All part-time employees must complete an availability form and give a copy to the Store Manager.
- (c) A part-time employee may change **their** availability by completing a new availability form. This new availability form applies as of the second (2nd) Monday following the date on which it was submitted to the Store Manager.
- (d) An employee must be available to work during the hours **they have** indicated for a period of at least twelve (12) consecutive weeks, unless **they are** on a leave of absence authorized by the Employer or if **they have** a valid safety reason to refuse the work, the proof which lies with **them**. The employee may not submit a new availability form during this period.
- (e) All part-time employees must be available to work for a minimum amount of time per week. This period includes at least two (2) evenings as of five o'clock (5:00 p.m.) until closing of the department on Wednesdays, Thursdays or Fridays as well as totally available on Saturdays and Sundays.
- (f) Notwithstanding the foregoing, part-time employees who are students and who are unavailable for the minimum amount of time indicated in the previous paragraph must be available Saturday and Sunday.

15.11

Legislation Changes - Right of Employee Not to Work on Sunday

It is understood and agreed that employees hired after December 10, 2015, by virtue of accepting employment with the Employer constitutes the employees voluntary agreement to work Sundays, provided that this does not violate the *Manitoba Employment Standards Act*.

In the event that the circumstances related to Sunday scheduling are determined to have changed by regulation, legislation or application at the Employer's competitors, with respect to an employee's right not to work on Sunday, the Union agrees to meet with the Employer to resolve the issue so as to ensure that the Employer is not placed at an operational disadvantage to that competitor as a result of the change.

Scheduling of Available Hours to Part-time Employees

When scheduling part-time employees the principle of weekly seniority will apply. This is to say that the senior part-time employee will receive as many or more hours than a junior part-time employee with all other factors being equal.

The work hours available for part-time employees are established and scheduled as follows:

- (a) For part-time employees, the Employer must determine the largest possible group of weekly work hours, provided there is a need for part-time employees.
- (b) One (1) group of weekly work hours for part-time employees is the number of hours to be worked in one (1) week, in one (1) classification and in one (1) department.
- (c) Groups of weekly work hours are allocated each week for the following week, as described below:

The Employer first allocates the available groups of weekly work hours among part-time employees who have indicated that they have full availability (i.e., available six (6) full days including Saturday and Sunday) for a period of at least six (6) months. This shall be done in such a way as to give the part-time employee with the most seniority the most work hours each week in **their** classification and department provided that **they are** available for the entire group of weekly work hours.

- (d) For the purposes of this Section, the employee is considered to have full availability only after the minimum period of six (6) months has elapsed. In the meantime, **they** will continue to be scheduled according to the provisions of paragraph (g) below.
- (e) Notwithstanding the foregoing, any part-time employee (except for students) who has full availability does not have to wait the six (6) month period to elapse before **they** can be scheduled according to the provisions indicated above.
- (f) If the employee ceases to be fully available, **they are** automatically governed by the provisions of paragraph (g) below.
- (g) The Employer then allocates the available hours that cannot be scheduled according to the provisions of paragraph (c) above to other part-time employees who do not have full availability.

- (h) If the number of available part-time employees is insufficient to meet the Employer's needs, the Employer may, before drawing up the weekly schedule, inform the part-time employee with the least seniority in the classification and department where work is to be done and requires **them** to be available, unless the employee is on a leave of absence authorized under the Agreement or by the Employer or if **they have** a serious reason to refuse the work, the proof of which lies with **them**.
- (i) Notwithstanding all of the above, it is recognized that the Employer needs to be able to schedule its employees within a department and within the Store in such a manner that will ensure an optimum workforce level that will meet its operational and customer service requirements. As such, it is possible that junior part-time employees may be scheduled as many hours as more senior part-time employees.

15.13

Scheduling of Hours that Become Available During the Week

Where additional hours, besides those in the schedule, become available for part-time employees either because hours have been added to the schedule or because there is an unforeseen absence, the Employer shall allocate these additional work hours by order of seniority to the part-time employees in the classification and department concerned. If these additional hours are available for the same day, they will first be allocated as described above among the part-time employees in the classification and department concerned who are at work at that time.

If these additional hours are available for another day, they are allocated by seniority among all the part-time employees in the classification and department concerned.

With regard to the procedure for allocating additional available hours, part-time employees who have full availability are given priority over part-time employees with limited availability.

If the number of available employees at work is insufficient in the department when such hours become available, the Employer shall allocate the work in reverse order of seniority within the classification and department concerned.

Such available hours shall be offered according to the restrictions mentioned in sub-section 15.12 (g). It is understood that when scheduling these hours, the Employer is not required to pay overtime to any employee when implementing this procedure.

SECTION 16 **TIME RECORDING DEVICE**

16.01 The Employer shall provide a time recording device 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 and the time they commence and return from meal periods and such other recordings as may be required by the Employer. Employees shall not punch in until they are in proper work attire and ready to work. The Employer agrees, upon request of the Union, to provide employee payroll information to resolve any legitimate issues or concerns.

SECTION 17 **REST PERIODS AND MEAL BREAKS**

17.01 The following rest periods and meal breaks shall apply:

- (a) Meal breaks **are thirty (30) unpaid minutes, but could be extended to sixty (60) unpaid minutes on a mutually agreed basis.**
- (b) Employees shall work no more than five (5) consecutive hours without a meal break, unless agreed between the Employer and the employees.
- (c) Employees who work four (4) hours a day but less than six (6) hours are entitled to one (1) fifteen (15) minute paid rest period.
- (d) Employees who work six (6) or more hours a day are entitled to one (1) paid rest period lasting fifteen (15) minutes and one (1) thirty (30) minute unpaid rest period.
- (e) An employee is not required to take **their** paid rest period less than one (1) hour after arriving at work or before leaving work, or less than one (1) hour before or after **their** meal break.
- (f) **Any employee working a daily shift of seven (7) hours or more shall have two (2) paid rest periods, which shall be in addition to the unpaid meal break that is provided for in sub-section 12.01 (a) above. One (1) rest period shall be granted before and one (1) after the meal period.**

17.02 Employees on the night shift are required to take their rest period and meal break in the lunchroom. **Notwithstanding this, night shift employees who choose to leave the store for their break(s) must do so in accordance with the Employer's safety and security protocols for working the night shift.**

17.03 Employees on the night shift who are entitled to two (2) rest periods lasting fifteen (15) minutes each, may, with the Employer's consent, combine the two (2) rest periods into one (1) meal break lasting thirty (30) paid minutes. Such conditions must be agreed to by all the employees on the night shift.

17.04 The meal break for the employees on the night shift must, as much as possible, be scheduled halfway through the work shift.

17.05 All the meal breaks and rest periods mentioned in this Section are granted according to the principle that "the first (1st) employee arriving at work is the first (1st) employee who leaves work" and must be taken outside the work area. Employees may choose to take these rest periods or meal breaks either inside or outside the Employer's establishment, except for employees on the night shift who must take their rest periods or meal breaks inside the Employer's establishment.

SECTION 18 OVERTIME

18.01 The Union agrees that the smooth operation of the Employer may require employees to work overtime. However, the Employer will endeavour to keep overtime to a minimum.

18.02 After three (3) consecutive hours of overtime before or after the normal work day, the employee is entitled to an additional paid rest period lasting fifteen (15) minutes.

18.03 Barring any provisions to the contrary in this Agreement, any employee who is asked to work on a General Holiday will be paid for that Holiday, and the hours **they** work will be paid at one and a half (1½X) times **their** regular hourly rate.

18.04 All the hours worked by an employee in a day that exceed the maximum number of hours stipulated in sub-sections 15.03 and 15.04 are paid at one and a half (1½X) times the employee's regular hourly rate.

18.05 All the hours worked by an employee over and above forty (40) hours during an entire work week, are paid at one and a half (1½X) times the employee's regular hourly rate.

18.06 There can be no duplication of daily and weekly overtime.

- (a) Employees are entitled to a rate of one and a half (1½X) times the regular hourly rate only if they work more than five (5) minutes of overtime in a given day.
- (b) Overtime becomes effective as of the sixth (6th) minute and is paid and calculated as of the first (1st) minute of overtime.

- (c) In order for an employee to receive overtime pay, such overtime must first be authorized by the immediate superior.

18.07 For overtime or recall to work other than that required for cleaning or customer service in the Employer at closing time, the Employer must proceed as follows for overtime or a recall to work.

- (a) Overtime to be worked during the day shift or the night shift shall be allocated to qualified employees who are at work at the time the overtime is allocated in the department that requires the work (i.e., either the day shift or the night shift).
- (b) The Employer may ask for volunteers by seniority within each classification for each department where overtime is to be worked, by first seeking volunteers among the full-time employees and then among part-time employees. If there are not enough employees who volunteer to work overtime, the Employer will select the required number of employees from among the part-time employees first and then from among the full-time employees, in reverse order of seniority, within each classification for each department where overtime is required.

SECTION 19 PAY

19.01 Classifications, minimum pay rates and wage settlement are described in Appendix "B".

19.02 Salary increases due to progression within a pay scale take effect on the Sunday following the effective date, unless the latter falls on a Sunday.

19.03 An employee transferred to a classification level with a higher maximum rate of pay will be paid at the first (1st) increment within the new classification that represents an increase over the employee's previous rate of pay. If the new rate of pay is not the maximum rate for the new classification, the employee will continue to move up the pay scale following **their** promotion according to the prescribed periods, until **they** reach the maximum rate.

19.04 The Employer reserves the right to recognize an employee's work experience and, consequently, to hire or remunerate an employee at a higher rate of pay than that corresponding to **their** actual progression. In such a case, the employee will move up the pay scale according to the normal progression.

New employees may be provided a previous experience credit to a maximum of five thousand and one (5001) hours except for Bakery/Meat Production and Pharmacy Assistant classifications which shall have no maximum credit, in their designated classification, provided:

- (a) it is comparable experience in a retail food store;
- and
- (b) twelve (12) months have not elapsed since their last day worked.

The Employer may exceed these maximums or waive the requirements above for individual employees where in its opinion it will best serve the interest of the business. The Employer will be fair and reasonable when determining the amount of credit the employee will receive and agrees to notify the Union of the event where an employee is granted credit in excess.

It shall be the responsibility of the employee to supply reasonable proof of previous experience within sixty (60) calendar days of employment. Otherwise, all claims for credit for previous experience shall be forfeited by the employee. Reasonable proof will mean that if past employment records are not obtainable, the Union records, Income Tax records, or other similar documents will be acceptable. Provided the employee has advised the Employer at their time of hire of the claimed credit, the hourly rate for recognized credit will be effective from the first day of employment.

- 19.05
- (a) An employee who performs the duties of a higher-level position than **their** regular position for more than eight (8) hours in a given week is entitled to a premium of fifty (50¢) cents per hour for the entire period worked at this higher classification level, provided that the adjusted salary does not exceed the maximum rate of pay for the position **they are** filling temporarily. In such a case, the employee receives the maximum rate of pay for the higher classification level. However, when an employee replaces another employee in a higher classification level during the latter's regular weekly rest day(s), meal break(s) or the rest period(s); such hours worked by the replacing employee are not taken into account for the above calculation.
 - (b) The premium for replacing an employee mentioned in sub-section 19.05 (a) is considered part of the employee's regular pay for the calculation of overtime and for General Holiday pay, if such a Holiday falls during a full week of replacement.

- (c) When an employee replaces a Department Manager on a temporary basis for one (1) complete week, **they** receive a pay increase of fifty (\$50) dollars per week and **they** continue to enjoy all the rights and privileges specified in the Agreement.
- 19.06
- (a) Employees are paid by direct deposit to their bank account each pay period in accordance with the Employer's payroll policies.
 - (b) On the pay stub, the Employer indicates the employee's family name and given name, the pay period, the hours worked, overtime, premiums, deductions made, net pay, gross pay, sick leave hours, and weekly and cumulative Union dues.

SECTION 20 PREMIUMS AND BONUSES

20.01 Night-Shift Premium

- (a) A night shift employee shall be defined as any employee who is required to work on any day when the majority of **their** working hours fall between 10:00 p.m. and 5:00 a.m.
- (b) A night shift employee receives a premium of sixty (60¢) cents per hour for all hours worked on the night shift in a given week.
- (c) The night shift premium is considered part of the employee's regular pay for the calculation of vacation pay, and paid General Holidays.

20.02 Supervisory Premium

An employee who is designated by the Employer to serve as a supervisor in the Front-end department receives a premium of fifty (50¢) cents per hour for each hour **they** perform this work

Where applicable, this employee has priority for the work hours in the Service Department for the entire period as scheduled by **their** Manager during which **they** perform supervisory work, regardless of the seniority of the employees concerned.

20.03 Non Perishable Lead Hand Premium

A premium of one (\$1.00) dollar per hour will be paid to the Lead Hand for all time so appointed, including General Holiday pay and overtime.

20.04**Cheese Ambassador Premium**

A premium of one (\$1.00) dollar per hour will be paid to the Cheese Ambassador for all time so appointed, including General Holiday pay and overtime.

SECTION 21 PAID VACATION

21.01 Annual vacation leave entitlement and vacation pay are calculated as follows:

Length of Continuous Service as of May 1	Vacation Leave and Vacation Pay
Less than one (1) year	One (1) day earned per month of service, maximum of ten (10) working days.
One (1) year but less than three (3) years	Maximum of two (2) weeks' vacation (four (4%) percent of total gross earnings)
Three (3) years but less than eight (8) years	Three (3) weeks' vacation [six (6%) percent of total gross earnings]
Eight (8) years but less than eighteen (18) years	Four (4) weeks' vacation [seven point seven (7.7%) per cent of total gross earnings]
Eighteen (18) years but less than twenty-five (25) years	Five (5) weeks' vacation [nine point six two (9.62%) percent of total gross earnings]
Twenty-five (25) years and more	Six (6) six weeks' vacation [eleven point five four (11.54%) percent of total gross earnings]

In the case of a reduction in vacation pay, the employee can take leave equivalent to the number of weeks paid.

Part-time employees do not receive paid vacation but instead will receive vacation pay calculated at the same percentage as noted above for full-time employees based on their previous years' (May 1st to April 30th) earnings paid in the month of June of each year.

An employee who has not worked during the reference year is not entitled to vacation pay.

21.02 The reference year for remuneration purposes extends from May 1st of the previous year to April 30th of the current year.

21.03

Vacation Selection

- (a) Vacation must be taken between May 1st and April 30th of each year.
- (b) Around February, the Employer will post a list of employees by department, in order of seniority, showing the number of weeks of vacation to which each employee is entitled. During March and April, the Employer will establish the vacation leave schedule for each department.
- (c) Full-time employees, in order of seniority, choose their weeks of vacation, subject to the operational requirements of their respective departments. However, between June 1st and September 15th of each year, a full-time employee is limited to two (2) consecutive weeks of vacation. In addition, a full-time employee may not take vacation leave during the period December 1st to January 6th.
- (d) Following the approval of the vacation schedule for full-time employees, part-time employees within a department, in order of seniority, may choose their vacation periods, subject to the operational requirements of the department concerned. However, between June 1st and September 15th of each year, a part-time employee is limited to two (2) consecutive weeks of vacation. In addition, part-time employees may not take vacation leave during the period December 1st to January 6th.
- (e) Every employee who is entitled to more than two (2) weeks of vacation will be granted two (2) consecutive or non-consecutive weeks, at **their** choice, and the remaining days of vacation may be chosen after the other employees have scheduled their vacation leave.
- (f) With the exception of Department Managers whose period of continuous service is longer than that of the employees concerned, the vacation periods chosen by persons excluded from the bargaining unit may not affect the vacation schedule for employees.

21.04

The Employer will post the vacation schedule for all employees on the Employer's bulletin board by April 30th of each year.

- 21.05 (a) When a **General Holiday** falls during a full-time employee's vacation leave period, the employee must be given an additional day of paid leave either the day immediately before or after the vacation period in question, depending on the agreement reached between the Employer and the employee.
- (b) The remuneration for the day of leave is equal to one (1) day of pay at the employee's regular rate.

16.06 In all cases of termination of employment, the employee is entitled to the vacation pay due to **them** for the reference year and the current year.

Notwithstanding the foregoing, an employee who is fired for theft (including pilferage) or for fraud will have **their** vacation pay calculated in accordance with the provisions of the Manitoba Employment Standards Code.

21.07 The Employer may limit the number of employees in the same department who can take vacation at the same time.

Notwithstanding the foregoing, for the purposes of scheduling vacation, the Employer may establish a distribution of employees by classification for the different service departments and the meat department, taking into account its operational requirements.

SECTION 22 **GENERAL HOLIDAYS**

22.01 The following days shall be recognized and considered as paid General Holidays:

New Year's Day	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Terry Fox Day	

and any other day or portion of a day **generally observed by the retail grocery and meat stores and designated as a Holiday by the Employer.**

22.02 In order for an employee to qualify for a General Holiday with pay the employee must not have been absent from **work if scheduled on the General Holiday and** their scheduled work day immediately prior to **or** following such holiday. Vacation, illness, injury, or any other authorized leave of absence shall not disqualify an employee

22.03 All full-time employees shall receive eight (8) hours pay or if they are working less than eight (8) hours per day, the amount of hours they would have worked on that day to fulfill their full work week.

22.04 All part-time employees **will be governed by the terms of the *Employment Standards Code of the Province of Manitoba* on matters relating to pay for General Holidays which is calculated at five (5%) per cent of their total gross earning (excluding overtime) in the four weeks immediately prior to the general Holiday.**

22.05 Employees working on General Holidays, as outlined in this Agreement shall be paid the regular, hourly rate they would have received had they not worked, plus an additional one and a half (1½ X) times said hourly rate for all time worked.

SECTION 23 BEREAVEMENT LEAVE

23.01 After six (6) months of employment, employees shall be granted time off from work, with pay, to a maximum of three (3) consecutive scheduled work days, in the event of death in the immediate family.

The term "immediate family" shall mean spouse, parent, child, brother or sister, mother or father-in-law, sister-in-law, brother-in-law, **son-in-law, daughter-in-law, legal dependant**, grandparents, common law spouse, stepparents, stepchild and grandchild.

One (1) day off, with pay, will be granted to an employee in the event of the death of **their** aunt, uncle, niece, nephew or grandparent-in-law.

23.02 The days of leave provided for in sub-section **23.01** will be paid, provided that they are taken consecutively and include the day of the funeral and provided that they correspond to scheduled days of work for the employee.

23.03 The employee must inform **their** Department Manager about the leave of absence for bereavement purposes and shall provide proof of the circumstances, when required by the Employer.

23.04 **When the employee is required to travel more than five hundred (500 km) kilometers to attend the funeral of an immediate family member, the employee shall be granted an additional day off work without pay.**

23.05 **An employee shall be granted one (1) day off without pay, to attend a funeral of a person who is not a member of the employee's immediate family.**

SECTION 24 LEAVE OF ABSENCE WITHOUT PAY

24.01 Any request for a leave of absence without pay for valid personal reasons must be made by the employee in writing to the Store Manager.

When an employee is unable to submit **their** request for leave fifteen (15) days before the start of the period of leave, **they** must do so as soon as possible.

Such a request must include the following employee details including the reason for request, and start date and end date of the requested period of leave.

24.02 The Store Manager or designate shall accept or deny the employee's request for leave in writing, within one (1) week after receiving the request.

24.03 While on a leave of absence, an employee continues to enjoy all the rights and privileges to which **they are** entitled under the Agreement, with the exception of pay, for the entire period of leave, unless otherwise provided in this Agreement.

For the purposes of the preceding paragraph, the employee shall reimburse the Employer in full one hundred (100%) percent for the contributions required to maintain **their** rights and privileges such as benefit, pension premiums and other. If the employee fails to do so, the Employer is not required to continue to pay the contributions for the maintenance of said rights and privileges.

24.04 Maternity Leave

A female employee who has completed her probationary period shall be granted a maternity leave of absence without pay by the Employer. Said employee shall be re-employed by the Employer after the birth and must return to work within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

Where an employee intends to return to work immediately following her maternity leave she must give the Employer a minimum of two (2) weeks' notice in advance of the day she intends to return to work.

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 sick leave and/or weekly indemnity (or similar) benefits required because of a medical condition directly attributable to pregnancy, shall be granted to employees under the same conditions as these benefits are granted to other employees.

Parental Leave / Adoption Leave**(1) Entitlements**

Every employee who has been in the employ of the Employer 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 Employer 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 **sixty-three (63)** weeks.

(2) Commencement of Leave

Except as indicated below, parental leave must commence no later than the first (1st) 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 Employer and the employee agree otherwise.

(3) Late Application for Parental Leave

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

Reinstatement of Employee

- (1) An employee who wishes to resume employment on the expiration of any of the leaves granted in accordance with this Section shall notify the Employer in advance of not less than three (3) calendar weeks of the day they intends to return to work. The employee shall be reinstated in 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.
- (2) 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 the Employer's Group Insurance program may elect to continue to pay the premium themselves during their leave.

24.06 The requesting and granting of leaves of absence shall be in writing.

24.07 Compassionate Care Leave

An employee who has been employed for at least thirty (30) days is entitled to an unpaid compassionate care leave of up to twenty-eight (28) weeks to provide 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, as defined by *The Employment Standards Code (Manitoba)* and Regulations.

It is understood that should a death occur during or after the Compassionate Care leave, the employee shall be eligible for Bereavement Leave as per Section 23 of this Agreement.

24.08 Family Responsibility Leave

In the event of an illness or injury occurring to an employee's spouse, parent or child, an employee may request, and if so, shall be granted a leave of absence or absences which shall not exceed five (5) days of unpaid leave 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 (including common law spouse), parent or child (including stepchild). The Employer will be given as much notice as possible in such events.

24.09 Protected Leaves

In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves of absence as provided in *The Employment Standards Code*. Eligibility for such leaves will be determined in accordance with *The Employment Standards Code (Manitoba)* and Regulations.

24.10 Interpersonal Violence Leave

Employees who are victims of interpersonal violence shall be entitled to Interpersonal Violence Leave in accordance with *The Employment Standards Code*.

SECTION 25 HEALTH AND SAFETY

25.01 Workers Compensation Benefits

- (a) 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 Employer so that a claim for Workers Compensation Benefits can be forwarded to the Workers Compensation Board. Any information required by the Workers Compensation Board from the Employer shall be provided within a reasonable period of time.
- (b) Any employee who suffers an injury and/or illness which qualifies for Workers Compensation benefits shall be paid by the Employer 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.
- (c) The payment provided for under sub-section 25.01 (b) does not affect the number of hours of sick leave to which an employee is entitled.
- (d) The Employer shall provide a "worker's claim" form to any employee who requests it.

25.02 Joint Health and Safety Committee

- (a) The Employer will have a joint health and safety committee composed of two (2) Representatives of the Employer and two (2) employees designated by the Union. The names of the committee members will be posted on the bulletin board.

This committee will have the power to make recommendations.

This committee will meet at the Employer's expense.

- (b) The health and safety committee shall:
 - (i) make recommendations to the Employer and employees to promote health, safety and hygiene in the workplace.
 - (ii) study the monthly accident reports and make recommendations.
 - (iii) make recommendations on training and information programs.
 - (iv) make periodic site inspections.
 - (v) keep records of all meetings and inspections, and make copies available to any interested party.
- (c) The Employer shall ensure that the committee is informed of all work accidents as soon as possible.

One (1) Representative of each party represented on the committee shall investigate the work accident and provide a written report to the Employer as soon as possible. Such report will be made to the Union upon request.

- (d) The Representatives of the Employer and the Union serving on the health and safety committee shall meet as soon as possible after receiving a request from either party to hold a meeting to discuss workplace health and safety issues and the application of the committee's recommendations

25.03

Safety Footwear

The Employer will reimburse the cost of safety shoes for any employee who is required by law to wear safety footwear, upon the presentation of an invoice for same; it will pay up to seventy-five (\$75) dollars for a pair of such shoes.

Safety footwear may only be used for work and will be replaced after normal wear. Wearing safety footwear is mandatory.

If an employee quits **their** job within twelve (12) months after the date on which **they** received a pair of safety shoes, the latter must reimburse part of the cost of the footwear to the Employer from the amounts owed to **them** at the time of **their** departure. The amount to be reimbursed is prorated on the basis on the amount of time not worked relative to the amount of time worked over the preceding twelve (12) months in which **they** received the safety footwear.

25.04 Water Bottles

Cashiers shall be allowed to have an Employer approved water bottle at their work locations provided the bottle is stored out of public sight and the employee exercises common courtesy with customers when consuming water.

SECTION 26 JURY/WITNESS DUTY

26.01 Employees summoned to jury duty, which shall include jury selection, shall be paid wages amounting to the difference between the amount paid to them for jury duty and the amount they would have earned had they worked on such days to the maximum of eight (8) hours per day or forty (40) hours per week. This does not apply if the employee is excused from jury duty for the rest of the day or days and fails to report back to work, or if jury duty occurs on the employee's scheduled day off. To establish the part-time employee's lost wages, the average wages they have earned in the previous twenty-six (26) weeks will be used to determine their average weekly earnings.

26.02 Any employee who is subpoenaed by the Union to serve as a witness will be paid by the Union. If an employee is called as a witness, by subpoena, in a case in which **they are** not a party, **they** will be paid the difference between the witness fees received and **their** salary. Any employee who is subpoenaed by the Employer to serve as a witness will be paid by the Employer.

SECTION 27 UNIFORMS

27.01 Laundering and Uniforms

The work clothing or other **special** articles that the Employer requires employees to wear for reasons of safety or cleanliness shall be supplied by the Employer.

An employee who is required to wear a uniform prescribed by the Employer must maintain it at **their** own expense, provided that the uniform is made to measure and is made of easy-to-maintain fabric (permanent press). **Where the type of work done by an employee requires the use of smocks or protective clothing including bakery whites/aprons, the Employer agrees to supply, launder and repair same at no cost to the employees.**

Two (2) shirts for full time employees and one (1) shirt for part time employees will be provided to employees at the time of hire free of charge.

The Employer will provide one (1) replacement shirt after a year of employment and each subsequent year upon request by the employee.

27.02 The parties recognize the importance of ensuring that employees meet high standards of cleanliness with respect to their work attire.

27.03 The Employer must provide adequate protection for the employee's personal effects in the workplace. It must provide lockers to hold employees' personal effects. The Employer may designate up to two (2) employees per locker.

SECTION 28 LUNCHROOM

28.01 The Employer must provide a suitable heated and ventilated room in the Store where employees can take their meals and relax and it must be kept clean. Employees shall help the Employer keep the room in clean and hygienic condition.

SECTION 29 BULLETIN BOARDS/DECALS

29.01 The Employer shall allow the Union to install its own bulletin board on the Employer's premises covered by this Agreement, and shall further allow the Union to post notices concerning matters that are of a direct interest to the Union and the employees covered by this Collective Agreement, providing that such notices shall first receive the approval of the Employer which approval shall not be unreasonably withheld. The location of the bulletin board shall be mutually agreed to between the Employer and the Union. All expenses pertaining to the supply and maintenance of the bulletin board shall be the responsibility of the Union.

29.02 The Employer agrees that during the term of this Agreement, it will permit the Union to supply and install its decals in the location covered by this Agreement, provided, however, that such decal shall first be approved by management and be located as directed by the Store Manager. Such decal shall be displayed in a prominent position.

SECTION 30 PAYMENT FOR MEETING ATTENDANCE

30.01 When the Employer requires an employee to be present at a meeting called by the Employer, time spent at such meeting will be considered as time worked. This provision shall not apply to meetings, where attendance by an employee is voluntary.

SECTION 31 JOINT LABOUR/MANAGEMENT RELATIONS

31.01 The parties agree that increased communication leads to increased harmony in the workplace. To that end, they endorse regular, informal Shop Steward/Store Manager meetings.

 The Employer and the Union agree to participate in Joint Labour Management meetings upon request of either party to discuss matters of mutual concern and such meetings will be scheduled on an as needed basis by mutual agreement.

SECTION 32 PENSION PLAN

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

SECTION 33 EXPIRATION AND RENEWAL

33.01 This Agreement shall be effective from December 10, 2015 and shall remain in effect until December 9, 2025, 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 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. Nothing in this Agreement is retroactive unless specifically provided.

 On the expiry date of this Agreement, as indicated above, if negotiations have not been completed, the Employer and the Union agree that this Agreement will be extended automatically until:

- (1) an Agreement is reached between the parties hereto;
- (2) a strike is declared by the Union by giving the Employer seven (7) calendar days' notice in writing of its intention to declare a strike, or
- (3) a lock-out is declared by the Employer by giving the Union seven (7) calendar days' notice in writing of its intention to declare a lock-out.

33.02 All revisions desired by either party to this Agreement shall be submitted in writing within ten (10) days of the giving of such notice.

33.03 When the required notice for termination or revision is given by either party, negotiations in connection with same will be started promptly and expeditiously conducted, so that if it is reasonably possible, same may mutually and satisfactorily be concluded within the notification period.

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

SIGNED THIS DAY OF , 2021.

FOR THE UNION:

Lesley Gregoire

Craig Sweeney

Joe Carreiro

Jeff Traeger

FOR THE EMPLOYER:

Fred Kriegl

Dave Macdonald

Michelle Proulx

Sean Naldrett

APPENDIX "A"

HEALTH AND WELFARE BENEFITS

A-1.01 The Employer agrees to make available its health & welfare program to eligible employees in accordance with, and under the same terms and conditions as the Employer's Group Insurance program.

A-1.02 The Employer shall supply eligible employees and the Union with a current copy of the plan text and summary pamphlets (or similar documents) for all of the health and welfare benefits that are arranged for by the Employer.

When an employee is unable to work due to a work accident or occupational disease or due to illness or an accident that happened outside the workplace the Employer agrees to pay the Employer and employee contributions required and payable to the insurance plan for the duration of the recognized period of disability.

However, the employee undertakes to repay to the Employer an amount equivalent to the contributions that **they** would have paid into the plan, had **they** been working during the period of disability. If the employee fails to do so, the Employer is not required to continue to pay contributions to maintain the insurance plan.

A-2 **Sick Leave**

A-2.01 Full-time employees who have completed their probationary period shall be entitled to five (5) sick days per year on the basis that any sickness up to three (3) days will be paid by the Employer to a maximum of five (5) days per calendar year. On the fourth (4th) day of any sickness, the employee shall apply for short-term disability and there shall be no further charges against **their** sick days while on disability. To qualify for such sick leave, the employee must call **their** immediate supervisor prior to the commencement of **their** shift.

After two (2) days sick leave, the Employer retains the right to require a medical certificate for all sickness in excess of the initial two (2) days.

The above sick leave will not be accrued from year to year.

For the purposes of calculation of sick leave, the year runs from May 1st through April 30th.

An employee must give at least two (2) hours' advance notice of **their** absence to the Department Manager, or if the latter is absent, to the Store Manager, **their** assistant or the duty Manager.

Sick leave pay is based on the employee's rate of pay at the time of **their** absence.

APPENDIX “B”

WAGES SCALES

- 1) Effective August 1, 2021, all top-rated and overscaled employees on the payroll of the Employer (excluding Pharmacy Assistants) will receive an increase of thirty (30¢) cents.
- 2) Effective December 19, 2021, all top-rated and overscaled employees on the payroll of the Employer will receive an increase of thirty (30¢) cents.
- 3) Effective December 18, 2022, all top-rated and overscaled employees on the payroll of the Employer will receive an increase of thirty (30¢) cents.
- 4) Effective December 17, 2023, all top-rated and overscaled employees on the payroll of the Employer will receive an increase of forty (40¢) cents.
- 5) Effective December 15, 2024, all top-rated and overscaled employees on the payroll of the Employer will receive an increase of forty (40¢) cents.

The words “on the payroll of the Employer” shall include all employees who are currently on vacation, authorized leave of absence, sick leave, injury leave, Short Term Disability, Long Term Disability, Workers’ Compensation, maternity leave or parental leave.

B-1 Sales/Service Clerks (includes Community Room Coordinator) and Courtesy Clerks

	Current	Oct 1, 2022	Dec 18, 2022	April 1, 2023	Oct 1, 2023	Dec 17, 2023	Dec 15, 2024
0 - 500 hours	11.95	13.50	13.50	14.15	\$15.30	\$15.30	\$15.30
501 - 1000 hours	12.00	13.55	13.55	14.20	\$15.35	\$15.35	\$15.35
1001 – 1500 hours	12.05	13.60	13.60	14.25	\$15.40	\$15.40	\$15.40
1501 – 2000 hours	12.10	13.65	13.65	14.30	\$15.45	\$15.45	\$15.45
2001 – 2500 hours	12.15	13.70	13.70	14.35	\$15.50	\$15.50	\$15.50
2501 – 3000 hours	12.20	13.75	13.75	14.40	\$15.55	\$15.55	\$15.55
3001 – 3500 hours	12.25	13.80	13.80	14.45	\$15.60	\$15.60	\$15.60
3501 – 4000 hours	12.30	13.85	13.85	14.50	\$15.65	\$15.65	\$15.65
4001 – 4500 hours	12.35	13.90	13.90	14.55	\$15.70	\$15.70	\$15.70
4501 – 5000 hours	12.40	13.95	13.95	14.60	\$15.75	\$15.75	\$15.75
5001 – 5500 hours	12.60	14.00	14.00	14.65	\$15.80	\$15.80	\$15.80
5501 – 6000 hours	13.05	14.05	14.05	14.70	\$15.85	\$15.85	\$15.85
Over 6000 hours	13.50	14.10	14.10	14.75	\$15.90	\$15.90	\$15.90
<u>Senior Clerk</u>							
0 - 500 hours	14.25	14.25	14.25	14.80	\$15.95	\$15.95	\$15.95
501 - 1000 hours	15.00	15.00	15.00	15.00	\$16.00	\$16.00	\$16.00
1001 – 1500 hours	15.75	15.75	15.75	15.75	\$16.05	\$16.05	\$16.05
1501 – 2000 hours	16.50	16.50	16.50	16.50	\$16.50	\$16.50	\$16.50
Over 2000 hours	17.95	17.95	18.25	18.25	\$18.25	\$18.65	\$19.05

B-2 Chef, Bakery Production and Meat Production Specialist (Includes Bakery Production, Cake Decorator and Meat Production)

	Current	Oct 1, 2022	Dec 18, 2022	April 1, 2023	Oct 1, 2023	Dec 17, 2023	Dec 15, 2024
0 - 500 hours	11.95	13.50	13.50	14.15	\$15.30	\$15.30	\$15.30
501 - 1000 hours	12.00	13.55	13.55	14.20	\$15.35	\$15.35	\$15.35
1001 - 1500 hours	12.05	13.60	13.60	14.25	\$15.40	\$15.40	\$15.40
1501 - 2000 hours	12.10	13.65	13.65	14.30	\$15.45	\$15.45	\$15.45
2001 - 2500 hours	12.15	13.70	13.70	14.35	\$15.50	\$15.50	\$15.50
2501 - 3000 hours	12.20	13.75	13.75	14.40	\$15.55	\$15.55	\$15.55
3001 - 3500 hours	12.30	13.80	13.80	14.45	\$15.60	\$15.60	\$15.60
3501 - 4000 hours	12.62	13.85	13.85	14.50	\$15.65	\$15.65	\$15.65
4001 - 4500 hours	13.13	13.90	13.90	14.55	\$15.70	\$15.70	\$15.70
4501 - 5000 hours	13.65	13.95	13.95	14.60	\$15.75	\$15.75	\$15.75
5001 - 5500 hours	14.17	14.17	14.17	14.65	\$15.80	\$15.80	\$15.80
5501 - 6000 hours	14.68	14.68	14.68	14.70	\$15.85	\$15.85	\$15.85
6001 - 6500 hours	15.20	15.20	15.20	15.20	\$15.90	\$15.90	\$15.90
6501 - 7000 hours	15.72	15.72	15.72	15.72	\$15.95	\$15.95	\$15.95
7001 - 7500 hours	16.23	16.23	16.23	16.23	\$16.23	\$16.23	\$16.23
over 7500 hours	20.55	20.55	20.85	20.85	\$20.85	\$21.25	\$21.65

**B-3 Assistant Department Managers
(As designated by the Employer)**

	August 1, 2021	December 19, 2021	December 18, 2022	December 17, 2023	December 15, 2024
Administration, Grocery, Produce, Front End, Prepared Foods, Deli and Health and Wellness	18.65	18.95	19.25	19.65	20.05
Meat, Seafood and Bakery	21.25	21.55	21.85	22.25	22.65

B-4 Coffee Bar Server

	Current	October 1, 2022	December 18, 2022	April 1, 2023	October 1, 2023
0 - 500 hours	11.95	13.50	13.50	14.15	\$15.30
501 - 1000 hours	12.00	13.55	13.55	14.20	\$15.35
1001 – 1500 hours	12.05	13.60	13.60	14.25	\$15.40
1501 – 2000 hours	12.10	13.65	13.65	14.30	\$15.45
2001 – 2500 hours	12.15	13.70	13.70	14.35	\$15.50
Over 2500 hours	13.15	13.75	13.75	14.40	\$15.55

B-5 Pharmacy Assistant

	August 1, 2021	December 19, 2021	December 18, 2022	October 1, 2023	December 17, 2023	December 15, 2024
0 – 520 hours	14.45	14.45	14.45	\$15.30	\$15.30	\$15.30
521 – 1040 hours	14.70	14.70	14.70	\$15.35	\$15.35	\$15.35
1041 - 1560 hours	14.95	14.95	14.95	\$15.40	\$15.40	\$15.40
1561- 2080 hours	15.45	15.45	15.45	15.45	15.45	15.45
2081 - 2600 hours	15.95	15.95	15.95	15.95	15.95	15.95
2601- 3120 hours	16.45	16.45	16.45	16.45	16.45	16.45
3121- 3640 hours	16.95	16.95	16.95	16.95	16.95	16.95
3641 - 4160 hours	17.45	17.45	17.45	17.45	17.45	17.45
4161- 4680 hours	17.95	17.95	17.95	17.95	17.95	17.95
Over 4680 hours	20.00	20.30	20.60	20.60	21.00	21.40

B-6 All Sales/Service Clerks will progress to the top of the Sales/Service Clerk scale as described above. They will then progress to the Senior Sales/Service Clerk scale when the Senior Sales/Service Clerk hours as a percentage of the total Sales/Service Clerk hours is less than twenty-five (25%) percent. This calculation will be done, by Store two (2X) times per year (April 15th and October 15th).

B-7 All Courtesy Clerks will progress up the wage scale based on hours worked or paid to the two thousand and one (2001) hour level in the new wage scale above and be capped at that level.

B-8 **Minimum Wage Adjustments**

For wage scales that are affected by future minimum wage increases the parties agree that the start rate will be the new minimum wage. The wage scales above the affected start rate will be increased so as to create a five (5¢) cents spread with the rate immediately below that rate. These adjustments will continue up the scale until such time as the contract scale is higher than the adjusted scale.

B-9 **Retroactive Pay**

All top-rated and overscaled employees on the payroll on July 28, 2021, shall receive retroactive pay at the rate of thirty (30¢) cents per hour to December 13, 2020 for all regular hours worked and/or paid. Retroactive pay shall be paid within thirty (30) calendar days of the date of ratification.

B-10 **Signing Bonus**

All non top-rated employees on the payroll on July 28, 2021, shall receive the following signing bonus less statutory deductions within four (4) weeks of the ratification of this agreement:

Employees averaging thirty-two (32) hours worked per week in the fifty-two (52) weeks immediately preceding the payment: Three hundred and fifty (\$350) dollars.

Employees averaging twenty-four (24) to thirty-one point ninety-nine (31.99) hours worked per week in the fifty-two (52) weeks immediately preceding the payment: Two hundred and fifty (\$250) dollars.

Employees averaging between ten (10) to twenty-three point ninety-nine (23.99) hours worked per week in the fifty-two (52) weeks immediately preceding the payment: One hundred and fifty (\$150) dollars.

Employees averaging between zero (0) to nine point ninety-nine (9.99) hours worked per week in the fifty-two (52) weeks immediately preceding the payment: Fifty (\$50) dollars.

The words “on the payroll of the Employer” shall include all employees who are currently on vacation, authorized leave of absence, sick leave, injury leave, Short Term Disability, Long Term Disability, Workers’ Compensation, maternity leave or parental leave. Employees who are on other bona fide leave will receive a lump sum payment should they return to work prior to one (1) year from the effective date of the payment listed above.

Employees who are absent for an 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.

APPENDIX “C” AVAILABILITY FORM

Employer :						
Employee's name: Telephone:						
Classification:						
Department:						
Date of seniority:						
Date submitted to the Employer:						
Effective date:						
Mon	Tues	Wed	Thu	Fri	Sat	Sun

Part-time employees indicate one full day of availability with an “A”.

Part-time employees indicate one full day of unavailability with an “U”.

Part-time employees indicate partial availability on a given day by indicating the time they will begin and the time they will end work.

Employee's signature:_____

To be valid, the availability of a part-time employee must meet the following minimum conditions:

All part-time employees must be available to work for a minimum amount of time per week. This period includes at least two (2) evenings as of 5:00 p.m.-until close of the department on Wednesdays, Thursdays or Fridays as well as Saturdays and Sundays.

Notwithstanding the foregoing, part-time employees who are students and who are unavailable for the minimum amount of time indicated in the previous paragraph must be available Saturday during the day and Sunday.

This Appendix is for information purposes only; the provisions in sub-section 11.14 take precedence.

**THE EMPLOYER SHALL USE THIS FORM
OR THE EQUIVALENT**

LETTER OF UNDERSTANDING

SOBEYS CAPITAL INCORPORATED
trading as Sobeys Extra located at
2850 Pembina Highway in the City of
Winnipeg, Province of Manitoba, herein
referred to as the "Employer".

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".

In the event that the Store becomes a franchise Store, the following is also agreed:

1. The owner and **their** immediate family may carry out production duties that are performed by bargaining unit employees. Immediate family means the owner's spouse and children, father, mother, brothers and sisters.
2. However, for the purposes of the above paragraph regarding the owner and **their** family, the number of persons that carry out production duties may not exceed six (6).
3. The Office employees may carry out office work and other tasks related to their duties; however, they may not carry out work normally performed by employees in the bargaining unit, except for work that is vital for ensuring customer satisfaction such as operating a check-out stand in order to reduce customer line-ups.

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

SIGNED THIS DAY OF , 2021.

FOR THE UNION:

FOR THE EMPLOYER:

Joe Carreiro

Sean Naldrett

LETTER OF UNDERSTANDING

SOBEYS CAPITAL INCORPORATED trading as Sobeys Extra located at 2850 Pembina Highway in the City of Winnipeg, Province of Manitoba, herein referred to as the "Employer".

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".

Floral Operator

It is agreed that the Employer shall retain the sole right and function in respect to transfers, promotions and demotions of the Floral Operator and will be selected on the basis of their qualifications, skills and abilities solely as determined by Management.

The Floral Operator will remain on their current wage scale and receive a sixty-five (65¢) cent per hour premium for all time so appointed.

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

SIGNED THIS DAY OF , 2021.

FOR THE UNION:

FOR THE EMPLOYER:

Joe Carreiro

Sean Naldrett

TO: THE NEW OR REHIRED EMPLOYEE:

“All employees shall, as a condition of employment, be members of the Union and remain members in good standing throughout the term of this Agreement. **The Employer 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 (Exhibit One) within ten (10) calendar days from date of hire or rehire and become members within thirty (30) calendar days.**

Below is a sample of Membership Application which must be returned to your Employer and forwarded to UFCW, Local 832 Union Office at 1412 Portage Avenue, Winnipeg, MB R3G 0V5, within 10 calendar days of your hire or rehire date. By signing the form below you are authorizing the Employer to provide the Social Insurance Number to the Union.

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