

## **No Frills**

FROM: September 28, 2023

TO: February 9, 2029

# President's Message



Dear Member,

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

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

Sincerely,

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

Jeff Traeger,  
President UFCW Local 832



# NO FRILLS

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**Expiry Date: February 9, 2029**

**AGREEMENT BETWEEN:**

**9156275 Canada Ltd. o/a Hellard's No Frills, (1445 Main St, Winnipeg, MB);**

**9818596 Canada Inc. o/a Ken's No Frills, (15 1st Ave NE, Dauphin, MB);**

**10865443 Canada Corp. o/a Aaron's No Frills, (366 Main St Bldg #2, Selkirk, MB);**

**10877875 Canada Inc. o/a Tom's No Frills, (6650 Roblin Blvd, Winnipeg, MB);**

**13341259 Canada Inc. o/a Brody's No Frills, (#12 Highway 10 North, The Pas, MB);**

**13691837 Canada Ltd. o/a Jeramie's No Frills, (740 St. Anne's Rd, Winnipeg, MB);**

**13177068 Canada Inc. o/a Chris' No Frills, (600 Notre Dame Ave, Winnipeg, MB);**

**13895661 Canada Inc. o/a Seun's No Frills, (161 Goulet St., Winnipeg, MB);**

**14130111 Canada Inc. o/a Tyler's No Frills, (Unit A – 1500 Plessis Rd., Winnipeg, MB);**

**14875125 Canada Inc o/a Trevor and Hayley's No Frills, (Unit 1 – 1795 Henderson Hwy., Winnipeg, MB);**

**15271452 Canada Inc o/a Dylan and Galen's No Frills, (1200 Main St., Swan River, MB);**

**15671477 Canada Inc. o/a Luis and Emma's No Frills, (Unit A – 677 Stafford St., Winnipeg, MB)**

**Hereinafter referred to as the "Employer(s)"**

**AND**

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

**WITNESSETH and hereby agreed as follows:**

## **ARTICLE 1**      **PURPOSE**

1.01                    The Employer and the Union each represents that the purpose and the intent of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service, to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.

## **ARTICLE 2**      **RECOGNITION**

2.01                    The Employers recognize the United Food and Commercial Workers Canada, Local 832 as the sole collective bargaining agency for a province-wide bargaining unit of all employees employed in No Frills stores owned and/or operated by the Employers in the Province of Manitoba, save and except Associate Manager(s), Pharmacist(s), apprentice Pharmacist(s), Registered Pharmacy Technician(s), Department Manager(s), Bookkeeper part-time Bookkeeper, **Employer(s)/Manager** and persons above persons above the rank of **Employer(s)/Manager**.

For the purposes of this Agreement, “Employers” shall mean:

- (a) those franchisees of Loblaw Companies Ltd. operating a No Frills Store as of September 11, 2023 consisting of:
  - i) 9156275 Canada Ltd. o/a Hellard’s No Frills, (1445 Main St, Winnipeg, MB);
  - ii) 9818596 Canada Inc. o/a Ken’s No Frills, (15 1st Ave NE, Dauphin, MB);
  - iii) 10865443 Canada Corp. o/a Aaron’s No Frills, (366 Main St – Bldg #2, Selkirk, MB);
  - iv) 10877875 Canada Inc. o/a Tom’s No Frills, (6650 Roblin Blvd, Winnipeg, MB);
  - v) 13341259 Canada Inc. o/a Brody’s No Frills, (#12 Highway 10 North, The Pas, MB);
  - vi) 13691837 Canada Ltd. o/a Jeramie’s No Frills, (740 St. Anne’s Rd, Winnipeg, MB);
  - vii) 13177068 Canada Inc. o/a Chris’ No Frills, (600 Notre Dame Ave, Winnipeg, MB);
  - viii) 13895661 Canada Inc. o/a Seun’s No Frills, (161 Goulet St., Winnipeg, MB);

- ix) 14130111 Canada Inc. o/a Tyler's No Frills, (Unit A – 1500 Plessis Rd., Winnipeg, MB);
  - x) 14875125 Canada Inc o/a Trevor and Hayley's No Frills, (Unit 1 – 1795 Henderson Hwy., Winnipeg, MB);
  - xi) 15271452 Canada Inc o/a Dylan and Galen's No Frills, (1200 Main St., Swan River, MB);
  - xii) 11244752 Canada Inc. o/a **Luis and Emma's** No Frills, (Unit A – 677 Stafford St., Winnipeg, MB)
- (b) any new franchisee of Loblaw Companies Ltd. after September 11, 2023 operating a No Frills store required as a condition of their franchise agreement to participate in this Agreement;
  - (c) Loblaw Companies Ltd., where it subsequently operates a franchised No Frills store for a period of time;
  - (d) Loblaw Companies Ltd., where it operates a No Frills store.

2.02 A full-time employee covered by this Agreement shall be an employee who is on the full-time seniority list who is normally scheduled to work forty (40) hours each week, over a five-day period. This shall not be construed as a guarantee of hours of work.

2.03 A part-time employee is one who is normally scheduled to work **up to forty (40) hours** per week. The conditions of work of part-time employees shall be governed by Appendix "A" of this Agreement.

2.04 All Appendixes shall form part of this agreement.

### **ARTICLE 3 UNION SECURITY & DEDUCTION OF UNION DUES**

**3.01 All employees shall, as a condition of employment, become and maintain active membership in good standing, as provided in the Constitution and bylaws of the Local Union.**

**It is agreed that the Employer will have new employees and rehired employees complete an official Union membership application form and forward to the Union office duly completed within ten (10) calendar days from hiring. The Union shall bear the expense of printing and mailing the Membership Application.**



**3.02** The Employer agrees to provide each new employee at the time of employment, with a form letter outlining to the employee their responsibility in regard to payment of Union dues and initiation fee, as supplied by the Union.

**3.03** Deduction of Union Dues

The Employer agrees, as a condition of employment, to automatically deduct from the wages of each employee covered by this Agreement, initiation fee and Union dues as may be adopted and designated by the Union.

In the event of a change, the Union will give the Employer notice properly authorized by Union Officials at least one (1) month prior to the effective date of change or deduction as the case may be.

Such Union dues deducted shall be indicated on the employee's T-4 slip by no later than the end of February.

**3.04** The Employer shall remit no later than fifteen (15) days after the preceding accounting period:

- a. monies deducted from the wages of its employees for Union initiation fees, and dues;
- b. a statement showing each employee's name, employee number, social insurance number, and store number from whom deductions were made, and the amount of each of the deduction(s);
- c. a statement showing the name, employee number, and social insurance number of the employees terminated and hired during the preceding accounting period.
- d. a statement of employees on a leave of absence.

**3.05** The Employer will provide the Union, once in January and once in July of each calendar year, a statement showing the employee's name, employee number, rate of pay, department, home mailing address including postal code, and social insurance number of all bargaining unit employees.

The Employer agrees to provide the information in 3.04 and 3.05 in an electronic format acceptable to both parties.

**3.06** The first sixty (60) days worked at each store shall be considered a probationary period. It is understood between the Employer and the Union that a probationary employee shall be considered an employee for all purposes of the Agreement save that the probationary employee may be

dismissed at any time during the probationary period. For clarity a probationary employee shall not be eligible to file a grievance.

**3.07** No employee shall be discharged, disciplined or discriminated against for any lawful Union activity, or for serving on a Union committee or for reporting to the Union the violation of any provisions of this Agreement.

#### **ARTICLE 4            FUNCTIONS OF MANAGEMENT**

4.01            The Union agrees that the Employer has the exclusive right and power to manage its business, to direct the working forces and to suspend, discharge or discipline employees for just and sufficient cause, to hire, promote, demote, transfer or lay off employees, to establish and maintain reasonable rules and regulations covering the operation of the stores, provided however, that any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure as set out herein.

4.02            The Union also agrees that the Employer has the exclusive right and power to study or introduce new or improved production methods or facilities and the Union agrees to co-operate with the Employer in the installation of any such methods and in the education of its members for the necessity of such changes and improvements.

4.03            It is agreed that the direction of the working force shall be at the discretion of the Employer within the terms of this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.

#### **ARTICLE 5            DISCHARGE AND DISCIPLINE**

5.01            (a) No employee, who has acquired seniority, shall be discharged or disciplined except for just and sufficient cause. The Union agrees to co-operate in an endeavor to correct inefficiencies of employees which might necessitate disciplinary action. Discharge or discipline grievances may be settled by confirming the **Employer's** decision or by reinstating the discharged or suspended employee with full compensation for lost time, less interim earnings if applicable, or by any other arrangement which is just and equitable in the opinion of the parties or an Arbitrator.

(b) The **Employer** agrees that whenever an interview is held with an employee regarding their work or conduct which becomes part of their record, the store steward on duty or another bargaining unit employee who is at work chosen by the employee shall be present. The party representing the Union will leave the meeting if requested to leave by the employee.

- 5.02 (a) All disciplinary warnings or reprimands which are placed in an employee's record and all notices of demotion for cause, discharge or suspension, shall be in writing and shall contain the reason for the warning, reprimand, suspension or discharge. One copy shall be given to the employee and one copy shall be given to the Employer and one copy shall be emailed to the Union Office as soon as possible, but no more than seven (7) days of the incident giving rise thereto.
- (b) A disciplinary warning or reprimand which is not in writing shall not be adduced in evidence against an employee in any subsequent disciplinary proceedings in which the employee is involved.
- (c) Disciplinary warnings and/or reprimands which pre-date a disciplinary action by more than one (1) year shall not be adduced in evidence against an employee in any subsequent disciplinary proceedings in which the employee is involved. Notwithstanding, disciplinary warnings and/or reprimands arising from Harassment or Violence in the Workplace shall not be subject to this provision.

## **ARTICLE 6            DISCRIMINATION**

6.01            The Employer and the Union agree that every employee has the right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, handicaps, religious beliefs or membership in the Union.

## **ARTICLE 7            UNION SHOP CARDS**

7.01            It will be the duty of the Employer to prominently display Union Shop Cards in all their establishments wherein Union members are employed. Those Cards shall remain the property of the Union and the Employer shall have their usage only until such time as the Union shall request their return. The Employer agrees to surrender same immediately upon demand by the Union. The Employer further agrees that the employees may wear a small button containing only the Union logo while on duty.

## **ARTICLE 8            UNION PRIVILEGES**

8.01            Authorized representatives of the Union shall be entitled to visit any store covered by this Agreement for the purpose of observing working conditions, interviewing members and ensuring that the terms of this Agreement are being implemented.

The interviewing of an employee shall be permitted after the **Employer**, or in their absence, the appropriate management representative has given their consent, which shall not be unreasonably withheld. It is understood that the time taken for such interview in excess of 5 minutes shall not be on **work** time.

8.02 The **Employers** agree to provide a space for a union provided bulletin board in each of its stores in a satisfactory place and agrees that the Union may post notices on such boards subject to the review and acceptance by the **Employer**. Such acceptance will not be unreasonably withheld.

8.03 The **Employers** agree to recognize a committee comprised of representatives of the employees, up to **four (4)**, designated by the Union, for the purposes of collective bargaining with the **Employer**. The Committee will be afforded reasonable time off with pay to attend such meetings.

**8.04 The Employer will allow the Shop steward up to five (5) minutes to provide new hire Union orientation training for newly hired employees when requested. Union orientation training shall be conducted at a mutually agreed to time between the Employer and the Shop steward.**

## **ARTICLE 9 SHOP STEWARDS**

9.01 The Union shall have the right to appoint **two (2)** Shop Stewards **per** store.

9.02 The **Employers** agree to recognize officers so designated, in writing by the Union and to grant time off with pay as may be reasonably necessary to service any grievance or potential grievance within their hours of work that day within the store. It is understood that such persons will not leave their regular duties without receiving permission from the **Employer** or their appointee whose permission will not be unreasonably withheld. It is understood that the time taken for such in excess of 5 minutes shall not be on **work** time.

9.03 The Employer(s) agrees to allow **shop** steward(s), and/or other union member(s) selected by the Union time off to attend activities authorized by the Union subject to the Employer's ability to accommodate such leave. Ten (10) days advance notice will be provided and the Employer agrees that such leaves will not be unreasonably denied.

## **ARTICLE 10 SENIORITY**

10.01 Seniority shall be recognized by the Employer and shall be based on the length of continuous service while in the bargaining unit with the **Employer**. It is agreed that employees will continue to acquire and exercise seniority on a departmental basis (grocery-produce, bakery, deli, meat) within the bargaining unit basis, except in the

event of lay-off and re-employment, in which case employees shall exercise seniority on a storewide bargaining unit basis. The name and number of departments may be changed by the Employer from time to time after providing employees and the Union 30 days' notice. Due to business needs, full-time employees may be required to temporarily perform work outside of their department from time to time.

10.02 Regular full-time employees shall not attain seniority until they have completed a probationary period with the Employer. Such probationary period shall be sixty (60) days worked at each store. However, should a probationary employee complete such service, their seniority will date back to the commencement of their continuous full-time employment.

10.03 (a) Employees with less than one (1) years' service at a store will be given one (1) week notice of lay-off or one (1) week pay in lieu of notice. Employees with more than one (1) years' service but less than three (3) years' service at a store will be given two (2) weeks' notice of lay-off or two (2) weeks' pay in lieu of notice. Employees with more than three (3) years but less than five (5) years of service will be given four (4) weeks' notice or four (4) weeks' pay in lieu of notice. Employees with more than five (5) years but less than ten (10) years of service will be given six (6) weeks' notice or six (6) weeks' pay in lieu of notice. Employees with more than ten (10) year's service will be given eight (8) weeks' notice of lay-off or eight weeks' pay in lieu of notice. For clarity this provision is not in addition to the Manitoba Employment Standards Act.

(b) Lay-off and re-employment shall be based on seniority, availability, qualifications and ability to perform the work.

10.04 Seniority lists for full-time employees shall be posted by the Employer and a copy forwarded to the Union office **once in January and once in July of each calendar year.**

10.05 (a) Persons outside the bargaining unit returning to the bargaining unit shall return to a position no higher than their former position in the bargaining unit.

(b) Persons returning to or entering the bargaining unit, shall not cause the demotion of employees within the bargaining unit.

(c) Anyone promoted to a non-union management position will maintain bargaining unit seniority for **six (6)** months following the promotion after which time the employee shall have no bargaining unit seniority.

(d) A person who has never been in the bargaining unit shall not enter the bargaining unit unless bargaining unit employees who are on lay-off and who have recall rights have declined their right for recall

provided the employee on recall has the necessary ability, qualification to perform the work.

10.06 An employee shall lose their seniority and shall be terminated from the employ of the **Employer** if they:

- (a) voluntarily leaves the employment of the Employer;
- (b) are discharged for cause;
- (c) are absent from work for more than three (3) working days without prior notification (except in rare and exceptional circumstances) to the Employer;
- (d) are absent from work due to sickness or disability for more than three (3) days and fails upon return to work to produce a certificate when requested from a medical practitioner verifying such absence and substantiating the reason for such absence;
- (e) fails to return to work after a recall from lay-off within seven (7) days after the delivery of notice of recall by registered mail;
- (f) fails to return to work upon the conclusion of a leave of absence unless their failure to return is for reasonable cause;
- (g) fails to take a medical examination by a qualified medical practitioner when requested by the Employer;
- (h) are not recalled to work when laid off due to lack of work, their name shall be retained on the seniority list for an eighteen (18) month period or the length of their seniority, whichever is the lesser, but in no event, less than six (6) months period.
- (i) uses an approved leave of absence for reasons other than those specified.

10.07 The **Employer** agrees to recognize the accumulation of the seniority of an employee who is absent from work due to sickness, accident, pregnancy/parental leave as defined within the Employment Standards Act upon their return to work.

10.08 In the event of a vacancy occurring for any full-time bargaining unit position employees covered under Appendix "A" of this Agreement shall receive preference for such full-time positions provided they have the necessary seniority, availability, ability and qualifications to perform the work.

When a vacancy occurs in a full-time job, such vacancy shall be posted and remain posted for seven (7) calendar days on the Union Bulletin Board and forwarded to the Union office.

The Employer further commits to meet with each employee who submits a resume and is not successful to review how the employee(s) may improve their qualifications to be better suited for such position in the future.

10.09 (a) Full-time employees who are laid off from full-time employment shall if they so desire, be placed on the part-time seniority list based on the length of their accumulated full-time and if applicable, part-time service with the Employer and shall be given preference for available part-time work in so far as that length of service entitles them.

Such employee shall be eligible for vacation entitlement based on that length of service. Such employee shall receive the lesser of their full-time hourly rate at the time of their layoff or the end rate of their part-time wage progression.

(b) Full-time employees who voluntarily terminate from full-time employment shall be placed on the part-time seniority list based on the length of their accumulated full-time and if applicable part-time service with the Employer and shall be given preference for available part-time work in so far as that length of service entitles them.

Such employee shall be eligible for vacation entitlement based on that length of service. Such employee shall receive the lesser of their full-time hourly rate at the time of their layoff or the applicable part-time wage progression rate. Full-time hours will be credited on the part-time wage progression.

## **ARTICLE 11 HOURS OF WORK AND OVERTIME**

11.01 Employees are expected to attend work regularly. When unable to attend, the **Employer**, or designate must be notified, as soon as it is reasonably possible prior to the commencement of the scheduled shift of the employee, giving the reason why the employee is unable to attend, when they expect to return to work and how the **Employer** or designate can call them relative to their absence.

11.02 The basic work week for full-time employees will consist of forty (40) hours per week, made up of five (5) days of eight (8) consecutive hours duration or four (4) days of ten (10) consecutive hours duration. The basic work week shall be worked Sunday through Saturday. Employees designated as Night Crew will receive a premium of **eighty (\$0.80)** cents per hour. Night Crew will be scheduled between 8:00 p.m. and 9:00 a.m. For clarity, a Night Crew employee's entire shift will fall between these hours.

A full-time employee designated by the Employer to lead the night crew shall receive a premium of seventy-five (75¢) cents per hour worked.

A part-time employee may be appointed at the sole discretion of the Employer to lead the Night Crew and will receive a premium under the following circumstances:

1. when a full-time employee leading the Night Crew is absent for a week or more
2. on a temporary or seasonal Night Crew
3. on a Night Crew which operates less than 5 nights per week

It is understood that an employee so temporarily appointed shall be entitled to the premiums outlined in this article and Appendix "A", Article 2.06 and in addition shall receive a further seventy-five (75¢) cents per hour as a premium for leading the night crew. This appointment and seventy-five (75¢) cent per hour premium will be applied on a weekly basis only.

Any non-night crew full-time or part-time employee who works beyond 11 p.m. shall be paid an **eighty (\$0.80)** cents per hour premium for all hours worked from 11 p.m. onward. The premium does not apply to employees who commence their work shift from 5:00 a.m. and onward the next day.

- 11.03
- (a) Overtime at the rate of time and one-half (1-1/2) the regular hourly rate will be payable for all hours worked in excess of their regularly scheduled number of hours (8 hrs or 10 hrs) on that day or forty (40) hours in a week for all full-time employees. Employees who are required to work on their scheduled day off shall work no less than four (4) hours.
  - (b) Overtime at the rate of one and one half (1 1/2) times the regular hourly rate will be payable for all hours worked on General Holidays.
  - (c) An employee called back to work after the completion of their shift or called in more than three (3) hours prior to the commencement of their shift will receive two (2) times the standard rate of pay for such hours and all such work shall be on a voluntary basis.
  - (d) The Employer may call employees in to attend a staff meeting of up to two (2) hours duration not more than four (4) times per calendar year. The Employer agrees that attendance at such meetings shall be voluntary. For clarity the rate payable for the attendance is as per the Employment Standards Act.
  - (e) Employees working outside their scheduled shift must receive prior approval of the **Employer** or their designate in order to be paid for such time. It is understood the person providing such approval will advise the Bookkeeper of such approval.



11.04 During each work day, **full-time** employees shall be granted two (2) rest periods with pay of fifteen (15) minutes in duration each and one-half (1/2) hour unpaid (one (1) hour by mutual consent) meal period. **Rest periods are scheduled as near to** the mid-point of each half shift and **meal period as near to** the mid-point of the daily shift. If mutually agreeable, the two 15-minute rest periods may be combined. When an employee works in excess of three (3) hours over-time in which there is no meal period, the employee shall be entitled to receive a paid rest period of fifteen (15) minutes.

**Meal and Rest Periods: Full-time Employees**

<b>Hours Scheduled</b>	<b>Hours Paid</b>	<b>Number of <u>PAID</u> rest periods (fifteen (15) minutes)</b>	<b>Number of <u>UNPAID</u> meal periods</b>
<b>Eight and a half (8.5) hours</b>	<b>Eight (8) hours</b>	<b>Two (2)</b>	<b>One (1) thirty (30) minutes **</b>
<b>Ten and a half (10.5) hours</b>	<b>Ten (10) hours</b>	<b>Three (3)</b>	<b>One (1) thirty (30) minutes **</b>

**\*\*Sixty (60) minute meal periods by mutual agreement between the employee and Employer or designate. Such request shall not be unreasonable denied.**

11.05 Employees will be allowed two (2) days off each week. **Shop** Stewards will be permitted to review employee requests for time off weekly. An employee's day off and their schedule of daily hours shall be posted not later than Thursday at **9:00 a.m.** of the previous week. The **shop** steward will be given a copy of work schedules **upon request**. Employee's meal periods shall be based on the commencement of their shift. Employees will be given three (3) working days' notice of changes in their regular working schedule, except for absences and where the employee and the **Employer or designate** mutually agree to the change.

**ARTICLE 12 GENERAL HOLIDAYS**

12.01 The following holidays shall be recognized as **General Holidays**:

- |                |                                                                     |
|----------------|---------------------------------------------------------------------|
| New Year's Day | Labour Day                                                          |
| Louis Riel Day | <b>Orange Shirt Day (National Day for Truth and Reconciliation)</b> |
| Good Friday    | Thanksgiving Day                                                    |
| Victoria Day   | Christmas Day                                                       |
| Canada Day     |                                                                     |

**And any other public holiday proclaimed by the Provincial Government.**

12.02 Employees who are off on compensation, accident or illness shall receive general holiday pay if they have worked within twenty (20) days of the holiday.

They shall receive the difference between the general holiday pay and what they otherwise receive from the Insurance Company and/or Workers' Compensation. Should a general holiday occur within an employee's leave of absence, they shall not be paid for such general holiday.

12.03 Work on any of the aforementioned holidays shall be voluntary and no employee shall be coerced to work.

### **ARTICLE 13 VACATIONS**

13.01 Employees who have been employed by the **Employer** for less than one (1) year at January 1 shall be paid vacation as outlined in the Employment Standards Act.

13.02 Employees who have been employed for more than one (1) year but less than three (3) years at January 1 shall be entitled to two (2) weeks' vacation with pay or four (4%) whichever is greater.

13.03 Employees who have been employed for more than three (3) years but less than ten (10) years at January 1 shall be entitled to three (3) weeks' vacation with pay or six (6%) whichever is greater.

13.04 Employees who have been employed for more than ten (10) years but less than eighteen (18) years at January 1 shall be entitled to four (4) weeks' vacation with pay or eight (8%) whichever is greater.

13.05 Employees who have been employed for more than eighteen (18) years or more at January 1 shall be entitled to five (5) weeks' vacation with pay or ten (10%) whichever is greater.

13.06 The qualifying date for vacation entitlement shall be January 1st of the current year. The percentage payment referred to throughout this Article shall apply to wages earned during the previous calendar year excluding any vacation pay paid in respect of that period. Notwithstanding the above where an employee is absent on layoff, leave of absence, sickness, pregnancy leave, accident (not including WCB) and such absence is for a period longer than one (1) month then their vacation benefits shall be paid on a pro rata basis. When an employee has been absent for more than one (1) year they shall not be entitled to vacation pay regardless of the reason.

13.07 When a general holiday as defined in Article 12 occurs during the employee's vacation period, the employee shall be entitled to receive either one (1) day's extra vacation or one (1) day's pay, as follows:

- (a) Wherever possible, the extra day is to be taken in conjunction with the vacation, at either the beginning or the end of the vacation period, i.e., Saturday preceding or Monday following.

- (b) In certain cases, the employee may wish to save the extra day for a special occasion later in the year. The day off will be by mutual agreement between the employee and the **Employer**.
- (c) If the day prior to or succeeding the vacation period cannot be given and the employee does not wish to take it at a later date, they would then receive an extra day's pay.
- (d) Arrangements under this section are to be completed prior to the commencement of the vacation period.

13.08 The completed vacation schedule shall be posted on May 1 of each year. The **Employer** agrees that they will not change the vacation period of any employee unless unforeseen circumstances arise. Such changes shall be by mutual consent between the employee and the **Employer**. Any employee who has not submitted their vacation plan by April 15 will only be permitted to book vacation at a time that will not interfere with another employee's vacation. The Union encourages all employees to submit their vacation plans as early as possible.

13.09 An employee who becomes disabled and is eligible for; and properly qualifies for; to the satisfaction of the carrier, Weekly Indemnity, while on vacation, excluding the first three days of sickness, if applicable, shall revert to Weekly Indemnity Benefits and the balance of their vacation will be held in abeyance and will be taken at a later time to be mutually agreed upon between the Employer and the employee.

## **ARTICLE 14      COMPENSATION**

14.01 The Employer agrees that **they** will continue to be enrolled under the provisions of the Workers Compensation Act of Manitoba for all employees. The Employer will also pay an employee for the remainder of the shift in which the accident occurred that would require the employee to take time off.

## **ARTICLE 15      GRIEVANCE AND ARBITRATION**

15.01 Either the Employer, the Union or any employee has a right to lodge a grievance with respect to any matter arising out of this Agreement or concerning the interpretation, application or alleged violation of this Agreement.

15.02 Any employee believing that they have been unjustly dealt with or that the provisions of this Agreement have not been complied with, shall have the right to place such grievances in the hands of the Union for review and adjustment by the Employer, if necessary. Such grievances shall be processed as follows:

### **STEP ONE**

Between the employee concerned, their Union representative and the **Employer**. The grievance must be filed within eighteen (18) working days after the event giving rise to the grievance occurs and within this period of time it shall be discussed at this Step. The **Employer** shall give an oral decision within four (4) working days from the date the discussion took place. If the Union wishes to appeal to the next Step, the grievance shall be reduced to writing and the appeal shall be filed with the **Employer** within six (6) working days from the **Employer's** oral decision.

### **STEP TWO**

Between the employee concerned, the Union representative, the Department Manager, and the **Employer**. The discussion at this Step shall be held within seven (7) working days of the date of the appeal. The decision of the Employer at this Step shall be in writing and be made within four (4) working days of the date of the meeting. Should the Union wish to appeal, such notice of appeal must be in writing to the **Employer/operator** within one (1) week of the decision of the **Employer** at STEP TWO.

### **STEP THREE**

The grievance shall be forwarded to the Employer, which shall have one (1) week to dispose of the grievance. The disposition shall be in writing and returned to the officers of the Union. If considered necessary by the parties, a meeting may be held by the parties and may include the interested persons. If a meeting is held, the decision shall be given to the other party within seven (7) days from the date of the meeting.

15.03 In the case of a dismissal, a grievance may be filed by an employee who feels they were unjustly dealt with. Such grievance must be filed within five (5) working days from the date of dismissal and shall commence at STEP TWO. In any subsequent disposal of this case during the grievance procedure, the Employer may reinstate the employee with full back pay, suspend the employee for a definite period or sustain the discharge.

15.04 Grievances concerning rates shall be handled in accordance with the above procedure and the disposition of such grievances, if sustained, shall include the determination of the effective date of the increase with retro-activity thereto.

15.05 The Employer and the Union may file grievances commencing at STEP THREE.

- 15.06
- (a) Failing settlement under the foregoing procedure, such grievance may be submitted to Arbitration, as hereinafter provided;
  - (b) The time limits as prescribed above may be modified by mutual agreement of the parties.

15.07

## **ARBITRATION**

Should the grievance involve the misinterpretation or alleged violation of the Agreement, either party may be free to appeal to Arbitration from STEP THREE within thirty-one (31) days from the date the decision was given at this STEP. The party requesting Arbitration shall advise the party in writing of its request, together with a statement as to the issue to be arbitrated and shall include in its notice the names and addresses of three (3) Arbitrators. The other party shall within one (1) week of its receipt of the notice advise the other party if any of the three arbitrators is acceptable. If none of the original three (3) arbitrators is acceptable the second party shall return the names and addresses of an additional three (3) Arbitrators. If the parties are unable to agree upon the selection of an Arbitrator, the Minister of Labour for the Province of Manitoba shall be requested to appoint an Arbitrator. The Arbitrator shall hear their dispute and the decision shall be final and binding upon the parties.

The Arbitrator shall not have any jurisdiction to alter or modify any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to make any decisions inconsistent with the terms and provisions of this Agreement.

Each of the parties hereto share equally the expenses of the Arbitrator.

15.08 The parties agree that an Arbitrator shall have the power to award compensation or damages to any party who, or employee who is dealt with contrary to the provisions of this Agreement.

## **ARTICLE 16 WAGES**

16.01 **All full-time employees on the full-time payroll as of the date of ratification shall be moved into the new STEP wage progression on the full-time clerk wage scale. Full-time employees will move to the STEP on the scale that provides for a wage increase from their current rate of pay.**

**For those full-time employees which are currently above end rate but would return to on scale in the progression, the top rate/above end rate increase effective the Sunday following date of ratification would first be applied. The employee would then move to the next STEP that would allow for an increase on the scale.**

**Full-time employees on the new STEP wage progression will move to the next step on the scale after six (6) months of full-time employment and will progress until they reach STEP 7. This will be effective the first Sunday following date of ratification.**

**SIGNING BONUS IN LIEU OF RETRO PAY:**

**\$1000.00 lump sum**

All full-time employees on the full-time payroll shall receive the following wage increase amounts provided that they are at or above the end rate of pay on the applicable date:

Effective the Sunday following DOR (February 11, 2024): \$0.70 cents / hour  
 Effective February 9, 2025: \$0.50 cents / hour  
 Effective February 8, 2026: \$0.40 cents / hour  
 Effective February 7, 2027: \$0.35 cents / hour  
 Effective February 6, 2028: \$0.35 cents / hour

All full-time employees on the full-time payroll at ratification will move to their new rate of pay on the new “STEP’ progression. If an employee’s hourly rate of pay is higher than the new end rate of the scale, the employee’s hourly rate of pay will remain above the end rate.

An employee must be actively employed and working as of the date the Signing Bonus payment is effective in order to receive such payment.

The following are the minimum rates of pay for all Full-time Clerks:

Minimum Rates of Pay for Full-Time Employees							
	Current	New Steps as of Feb. 11, 2024	February 11, 2024	February 9, 2025	February 8, 2026	February 7, 2027	February 6, 2028
<b>Clerks</b>							
Start	\$15.30	<b>STEP 1</b>	<b>\$16.50</b>	<b>\$16.50</b>	<b>\$16.50</b>	<b>\$17.00</b>	<b>\$17.00</b>
6 months	\$15.30	<b>STEP 2</b>	<b>\$17.00</b>	<b>\$17.00</b>	<b>\$17.00</b>	<b>\$17.50</b>	<b>\$17.50</b>
12 months	\$15.30	<b>STEP 3</b>	<b>\$17.50</b>	<b>\$17.50</b>	<b>\$17.50</b>	<b>\$18.00</b>	<b>\$18.00</b>
18 months	\$15.30	<b>STEP 4</b>	<b>\$18.00</b>	<b>\$18.00</b>	<b>\$18.00</b>	<b>\$18.50</b>	<b>\$18.50</b>
24 months	\$15.30	<b>STEP 5</b>	<b>\$18.50</b>	<b>\$18.50</b>	<b>\$18.50</b>	<b>\$19.00</b>	<b>\$19.00</b>
30 months	\$15.30	<b>STEP 6</b>	<b>\$19.00</b>	<b>\$19.00</b>	<b>\$19.00</b>	<b>\$19.50</b>	<b>\$19.50</b>
36 months	\$15.75	<b>STEP 7</b>	<b>\$19.50</b>	<b>\$20.00</b>	<b>\$20.40</b>	<b>\$20.75</b>	<b>\$21.10</b>
Overscale Employees as of February 11, 2024	Increase to their rate/hour		<b>\$0.70</b>	<b>\$0.50</b>	<b>\$0.40</b>	<b>\$0.35</b>	<b>\$0.35</b>

16.02 Notwithstanding the wage progressions for full-time employees where there is an increase in the Provincial minimum wage rate **and it exceeds the start rate set forth in the agreement**, it shall become the new start rate and those employees so affected shall notwithstanding Article 16.03 remain at such rate of pay until their hours worked with the Employer would permit them an increase in their rate of pay in accordance with the wage grid.

16.03 An employee receiving a raise in pay after the date of hire will be deemed to have the appropriate service for the purposes of wage progression only.

16.04 Employees who are currently being paid in excess of the collective agreement end rates shall receive an increase in their rate of pay in an amount equal to the end rate increases when they come into effect.

16.05 The **Employer** may from time to time, introduce, modify and/or eliminate an incentive program. Any program would be in addition to the prevailing wage progressions.

16.06 (a) Where an employee is assigned to perform the majority of the duties of a position not set out in the collective agreement then the full-time employee so assigned shall receive their own rate of pay plus a premium of \$1.00 per hour for each hour worked. For clarity the majority of duties means half the duties or more. It is understood that this provision shall apply for temporary assignments of more than three (3) days in a calendar week. Temporary assignments when filled will be filled by seniority provided the senior employee has the qualifications and the ability to perform the work.

## **ARTICLE 17      CO-OPERATION**

17.01 (a) The union shall be notified in writing of all **Employer** Rules and Regulations covering those covered by this Agreement.

(b) The Union agrees to co-operate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the store, washrooms and lunchrooms and in caring for equipment and machinery.

17.02 (a) A Health and Safety Committee shall be established and shall be comprised of at least two (2) representatives appointed by the Union and two (2) representatives appointed by the Employer.

(b) The Health and Safety Committee will meet quarterly or more often if deemed necessary by the committee or directed to do so by a government agency. All unsafe or hazardous conditions shall be taken up and dealt with at such meetings. A copy of the minutes will be posted in the workplace.

(c) The Health and Safety Committee shall be notified in writing of each accident or injury. The Employer shall investigate and report in writing to the Health and Safety Committee as soon as possible on the nature and cause of any lost time, accident or injury

17.03 The **Employers** agree to provide a microwave and a fridge in the employee's lunchroom. Where the microwave and/or fridge are broken through carelessness and/or horseplay then they are not subject to replacement by the **Employer**.

**ARTICLE 18**      **PART-TIME HELP**

18.01                      It is agreed and recognized by both the Union and the Employer that due to the nature of the Employer's business it may be necessary to employ both full-time and part-time employees. The Employer agrees that part-time employees **can** be scheduled to work **up to forty (40)** hours per week.

**ARTICLE 19**      **NO STRIKE, NO LOCK-OUT**

19.01                      There will be no strike or lock-out during the term of this Agreement.

**ARTICLE 20**      **FIRST AID KITS**

20.01                      First Aid Kits shall be provided and maintained in the store.

**ARTICLE 21**      **NOTICE OF ABSENCE AND LEAVE OF ABSENCE**

21.01                      (a)      Employees are expected to attend work regularly. When unable to attend, the **Employer**, or designate must be notified, as soon as it is reasonably possible prior to the commencement of the scheduled shift of the employee, giving the reason why the employee is unable to attend, when they expect to return to work and how the **Employer** or their designate can call them relative to their absence.

(b)      The **Employer** may require the employee to produce a medical certificate for absences of three (3) days or less from a duly qualified medical practitioner upon their return to work. Notes will only be requested where the absenteeism forms part of a pattern, is excessive or occurs under suspicious circumstances.

The **Employers** agree to pay an employee the cost of medical documentation and/or certificates when requested by the **Employer** or any third party representing the **Employer**. For clarity, this is to cover, but it is not limited to return to work notes and insurance requests.

21.02                      The **Employer** may grant leave of absence without pay to any employee for legitimate reasons. Such permission and request are to be in writing on the standard leave of absence request form two (2) months in advance, except in any emergency. The **Employer's** reply to the request for leave of absence will be given within two (2) weeks, provided the **Employer** or their designate involved is not absent on vacation, sickness, etc., in which event the reply will be given within one (1) week following their return. When leave of absence is granted, there shall be no loss of seniority. A claim that the **Employer** withheld permission without justification may be the subject of a grievance and processed accordingly. Any leave of absence granted in conjunction with the employee's vacation will be deemed to follow their vacation period.



**21.03 The Employment Standards Act of Manitoba shall govern maternity, paternity, adoption, and family leaves.**

**Maternity Leave**

**A pregnant employee who has been employed by the same Employer for at least seven consecutive months is eligible for unpaid maternity leave.**

**A maternity leave must begin not earlier than 17 weeks before the date of delivery estimated in the medical certificate and end not later than 17 weeks after the date of delivery.**

**An employee who is eligible for maternity leave shall:**

- (a) as soon as practicable, provide the Employer with a medical certificate giving the estimated date of delivery; and**
- (b) give the Employer not less than four weeks' written notice of the date they will start their maternity leave.**

**An employee who is eligible for maternity leave but who does not give notice as above is still entitled to maternity leave.**

**The maternity leave of an employee terminates not later than 17 weeks after the date of delivery.**

**An employee may end their maternity leave earlier by giving their Employer written notice at least two weeks before the day they wish to end the leave.**

**Parental Leave**

**An employee who adopts or becomes a parent of a child is entitled to unpaid parental leave to a maximum of 63 continuous weeks if:**

- (a) the employee has been employed by the Employer for at least seven consecutive months;**
- (b) the employee gives written notice to the Employer at least four weeks before the day specified in the notice as the day on which the employee intends to begin the leave; and**
- (c) In the case of an adoption, the adoption occurs or is recognized under Manitoba law.**

An employee who gives less notice than is required as above is entitled to the 63 weeks of parental leave less the number of days by which the notice given is less than four weeks. A parental leave must commence not later than 18 months after the date of which the child is born or adopted or comes into the care and custody of the employee.

An employee who takes maternity leave and parental leave shall take them in one continuous period, unless the employee and the Employer otherwise agree.

An employee's parental leave ends not later than 63 weeks after it began.

An employee may end their parental leave earlier by giving the Employer written notice at least two weeks before the day the employee wishes to end the leave.

#### Family Leave

An employee who has been employed for at least 30 days may take up to three days of unpaid leave each year, but only to the extent that the leave is necessary

- (a) for the health of the employee; or
- (b) for the employee to meet their family responsibilities in relation to an ailing spouse or common law partner, parent, or child.

An employee wishing to take a leave must give the Employer as much notice as is reasonable and practicable in the circumstances. The Employer may require the employee to provide reasonable verification of the necessity of the leave.

21.04 The **Employer** agrees that an employee appointed by the Union as a full-time representative shall be granted leave of absence without pay while serving in such capacity. Such persons shall continue to accumulate seniority while serving as Union representatives and shall be entitled to return to the bargaining unit should their service be terminated by the Union, with full accumulated seniority.

21.05 An Arbitrator dealing with a grievance involving discharge or loss of seniority of an employee resulting from an absence caused by a Court conviction (where the **Employer** has refused to grant leave of absence for such conviction) shall have the power to re-instate the employee with full seniority rights or by any other arrangements which is just in its opinion. In determining this question, the Arbitrator shall consider the nature of the offence for which the employee was convicted, the duration of the conviction, the length of service of the employee and their work record.

- 21.06
- (a) An employee who is required to serve on a jury shall be compensated for days actually spent on jury duty when they would, otherwise, have been at work to a maximum of ten (10) working days.
  - (b) The employee shall receive the difference between their jury fees and their normal day's pay for that time they would have been regularly employed had they not been serving on the jury. The employee shall be required to report immediately upon being excused or released from jury duty where such reporting is reasonable under the circumstances.
  - (c) The Claim of an employee shall be verified by presentation of their jury duty cheque; however, no payment shall be made for any hour for which the employee receives compensation by the Employer for any other reason. Payment shall not be withheld pending submission of the jury duty cheque.
  - (d) Any employee subpoenaed to attend as a witness on behalf of the **Employer** or the Crown shall be entitled to the difference between their witness fee and their normal day's pay.
  - (e) In the event an employee serves on jury duty from Monday through Friday, they will not be required to work Saturday.
  - (f) In the event an employee is required to serve on jury duty during a week in which they would be normally scheduled to work on the night crew, they must notify the **Employer** immediately upon receiving the notice to serve so that they can be re-scheduled to the day shift.

21.07 Unpaid leave will be granted as outlined in the Manitoba Employment Standards Act.

## **ARTICLE 22 BEREAVEMENT PAY**

22.01 Should a bereavement occur in an employee's immediate family (parent, parent-in-law, spouse, child, brother, sister, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchild) the employee shall be granted such time off from work with pay as is reasonable under the circumstances, up to a maximum of three (3) days. Step parent, step child, step brother, step sister are included as are common law spouse and same sex partner. **In the event of the death of an aunt, uncle, niece or nephew, an employee will be granted one (1) day leave of absence with pay to attend the funeral.**

**Employees may “split” their three (3) days to cover off both bereavement and time to attend the funeral, provided they give notice to the Employer. In such circumstances, the Employer may adjust the employee’s schedule for the week in which the deferred bereavement is taken.**

## **ARTICLE 23**      **NOT TO BE UNLAWFUL**

23.01                      Nothing in this Agreement shall require the **Employer** or the Union to take action which shall be unlawful by reason of any present or future statute, Order or Regulation of Canada or the Province of Manitoba.

23.02                      The **Employers** agree to comply with all legislative requirements as per the Occupational Health and Safety Act of Manitoba.

## **ARTICLE 24**      **GENERAL**

24.01                      Where the obligation of the **Employers** and the Union to accommodate an employee via the Human Rights Act, may conflict with the terms and the provisions of the Collective Agreement, the **Employers** and the Union may by mutual consent modify the Collective Agreement to meet the conditions of the accommodation of the employee.

24.02                      Employees will be paid by a direct deposit payroll system. At the Employers option a bi-weekly payroll may be introduced. Pay will be on Thursday or every other Thursday (if bi-weekly) except during the week of a general holiday.

24.03                      A joint labour management committee will be established which will meet **upon request by either party**. The **Committee will consist of Employer Representatives, full-time Union Representatives and up to four (4) bargaining unit employees**.

## **ARTICLE 25**      **SERVICE PROVIDERS**

25.01                      It is recognized that the Employer may decide from time to time to engage Service-providers on an ongoing basis to operate outlets or provide services within the **Employer's** stores. These Providers may in some cases provide services in the store, such as fresh-meat or fresh-fish counters, that formerly were provided by employees of No Frills; in other cases the services may be new to the store entirely.

It is understood that in all cases employees provided by the Service-providers to operate these outlets or provide services in the store are not, either directly or indirectly, employees of No Frills, and are not covered by the No Frills collective agreement.

**ARTICLE 26      TERM OF AGREEMENT**

- 26.01      (a)      This Agreement shall come into force and effect on September 28, 2023 to February 9, 2029 and shall thereafter be automatically renewed for the period of one (1) year unless either party, on written notice to the other, within a period of not more than ninety (90) days before the expiry date serves notice of intent to terminate or modify the Agreement.
- (b)      In the event either party serves notice of a desire to negotiate changes into this Agreement as above set out, it is agreed that the Employer and the Union, without undue delay, shall begin negotiations on the proposed changes.
- (c)      Pending the results of negotiations, neither party shall change the conditions existing under the Agreement.
- (d)      No part of this Agreement shall be deemed retro-active unless specifically stated. All provisions contained in this Agreement, unless specifically stated to be retro-active in nature, are effective on the date of ratification of this Agreement.

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

**SIGNED THIS                      DAY OF                      , 2024.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

\_\_\_\_\_  
Florence Barr

\_\_\_\_\_  
9156275 Canada Ltd. o/a Hellard's  
No Frills, (1445 Main St, Winnipeg)

\_\_\_\_\_  
Kelly Barr

\_\_\_\_\_  
9818596 Canada Inc. o/a Ken's  
No Frills, (15 1st Ave NE, Dauphin)

\_\_\_\_\_  
Debbie Rasmussen

\_\_\_\_\_  
10865443 Canada Corp. o/a Aaron's  
No Frills, (366 Main St Bldg #2, Selkirk)

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**Mike Howden**

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**10877875 Canada Inc. o/a Tom's No Frills, (6650 Roblin Blvd, Winnipeg)**

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**Roberta Hoogervorst**

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**13341259 Canada Inc. o/a Brody's No Frills, (#12 Highway 10 North, The Pas)**

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**Ron Allard**

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**13691837 Canada Ltd. o/a Jeramie's No Frills, (740 St. Anne's Rd, Winnipeg)**

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**Marie Buchan**

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**13177068 Canada Inc. o/a Chris' No Frills, (600 Notre Dame Ave, Winnipeg)**

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**Jeff Traeger**

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**13895661 Canada Inc. o/a Seun's No Frills, (161 Goulet St., Winnipeg, MB)**

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**14130111 Canada Inc. o/a Tyler's No Frills, (Unit A-1500 Plessis Rd., Winnipeg)**

---

**14875125 Canada Inc o/a Trevor and Hayley's No Frills, (Unit 1-1795 Henderson Hwy., Winnipeg)**

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**15271452 Canada Inc o/a Dylan and Galen's No Frills, (1200 Main St., Swan River)**

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**15671477 Canada Inc. o/a Luis and Emma's No Frills, (Unit A - 677 Stafford St., Winnipeg)**

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**Sean McLennan**

## APPENDIX "A"

### ARTICLE 1 RECOGNITION

1.01 All matters relative to part-time employees and their working conditions shall be contained in Appendix A, and Article 1, 2, 3, 4, 5, 6, 7, 8, 9, **10.06**, 10.07, 10.08, 14, 15, 17, 18, 19, 20, 21, 23, 24, 25 and **26** of this Agreement.

1.02 The employer, (see undersigned Employer(s)), a Company incorporated under the laws of the Province of Manitoba, recognizes the United Food and Commercial Workers Canada, Local 832 as the sole and exclusive bargaining agency for all part-time employees.

### ARTICLE 2 SENIORITY

2.01 (a) Upon completion of sixty (60) days worked, employees covered by this Appendix shall be deemed to have served their probationary period and then shall be placed on the seniority list of part-time employees with their seniority date being established as their first day worked. It is understood between the Employer and the Union that a probationary employee shall be considered an employee for all purposes of the Agreement save that a probationary employee may be dismissed at any time during the probationary period. For clarity a probationary employee shall not be eligible to file a grievance.

(b) Employees shall obtain seniority on a store basis. The seniority list for part-time employees shall be posted **by the Employer** in each store and **a copy forwarded to the Union office once in January and once in July** of each calendar year.

2.02 (a) Seniority shall begin after the employee's probationary period has been served. Lay-offs and re-employment shall be based on seniority, availability, ability and qualifications to perform the work. Where a part-time employee who becomes a full-time employee they will be required to serve the full-time probationary period and will be given a seniority credit of fifty (50%) percent of their part-time seniority up to a maximum of twelve (12) months, for wage progression purposes only, and they will be given the greater of their part-time rate or the rate which their full-time seniority credit gives them and they shall proceed from that point in the full-time wage progression. If for some reason the employee reverts to part-time during the probationary period there will be no loss of seniority. The seniority rights of an employee shall be terminated after six (6) months following lay-off due to lack of work. In the event of an opening occurring in the full-time staff, employees covered under

this Appendix shall receive preference for such full-time position providing they have the necessary seniority, ability and qualifications to perform the work. It is understood that any part-time employee promoted to a full-time position who does not successfully complete such probationary period shall be entitled to revert back to their part-time position with no loss of seniority or any other part-time rights under this collective agreement. It is also understood that any part-time employee promoted to full-time prior to completing their part-time probationary period shall be deemed to have completed such probationary period. It is understood that termination from full-time employment for cause (except reasons related to full-time probationary competency) shall not result in reversion to part-time employment.

- (b) Part-time employees are expected to attend work in accordance with their schedule of hours. When unable to attend, the employee must notify the **Employer**, or designate prior to their scheduled starting time, giving the reason why they are unable to attend.
- (c) Scheduling for Part-Time Employees

### **Definition of Anytime and Restricted Status**

Each part-time employee will declare their availability and status at the time of their hire and throughout the course of their employment at the allotted times provided below. "Anytime" is defined as being available to work on all days of the week and all hours of the day. "Restricted" is defined as being anything less than available "Anytime". There shall be no limit on the Employer's right to hire new "Anytime" or "Restricted" employees at any time.

### **2.03 Scheduling of Employees**

The weekly schedule of hours shall be created by department within the store and shall be posted by Thursday **at 9:00 a.m.** Hours of work are scheduled according to availability, ability, qualifications and seniority with the understanding that all "Anytime" employees are scheduled in priority to "Restricted" employees.

The names of all "Anytime" employees within a department appear at the top of the schedule in order of seniority. "Anytime" employee names are followed by the names of all "Restricted" employees in order of seniority. In accordance with this scheduling system the most junior "Anytime" employee must receive as many or more hours that the most senior "Restricted" employees.

In assigning hours amongst "Anytime" employees no junior employee shall be scheduled more hours during a week than a senior employee provided that the employees hold the same ability and qualification. A junior employee may be scheduled more hours during a week than a senior employee in the event that the junior employee possesses abilities and qualification that the senior employee does not have.



In assigning hours amongst "Restricted" employees no junior employee shall be scheduled more hours during a week than a senior employee within the senior employee's availability provided that the employees hold the same ability and qualifications. A junior employee may be scheduled more hours during a week than a senior employee as a result of the junior employee working some shifts which are in whole or in part outside of the senior employee's availability or in the event that the junior employee possesses abilities and qualifications that the senior employee does not have.

2.04 The Employer shall determine the number and length of shifts and employees shall be assigned to those shifts at the Employer's discretion. The specific number of weekly hours assigned to employees is at the discretion of the Employer subject to **Appendix A, Article 2.03** and to any applicable guarantees.

2.05 Any employee may be called in for any shift provided that this does not directly result in an employee receiving more total weekly hours than other employees that were scheduled who appear above them on the posted weekly schedule of hours.

In addition, any employee may be called in for any shift which employees above them on the schedule are not available for or are not qualified or able to perform the work regardless of the impact on total weekly hours.

Shift extensions of up to three (3) hours due to unforeseen circumstances will not result in a scheduling violation.

**Part-time employees may swap and/or offer their existing scheduled or assigned work shift to other part-time employees no later than twenty-four (24) hours before their shift start time. The shift offer and/or swap will be awarded on a first-come-first-serve basis. Both shift swap and/or offer shall be by mutual consent between employees concerned, and subject to approval by the Department Manager or designate. Such approval will not be unreasonably denied.**

2.06 **Declaration of Availability**

Part-time employees shall declare their availability three (3) times per year and shall be required to work according to their Declaration of Availability:

- (1) the last Sunday in December
- (2) the first Sunday in June
- (3) the third Sunday in August

New Schedules will be effective:

- (1) the first Sunday in January
- (2) the last Sunday in June
- (3) the first Sunday in September

In addition to the above, Employees may increase their availability between November 15<sup>th</sup> and the end of the year.

The Employer may consider additional individual requests to change availability subject to business requirements as well as the current overall availability of the employees in the department.

Anytime employees may declare themselves unavailable for a period of up to **eight (8)** consecutive hours and still be considered available anytime for scheduling purposes. The **eight (8)** hour period must fall between 00:00 hrs. Monday and 12:00 hrs. Thursday and be in the same block of time each week. All employees exercising this option must do so at the time they declare their availability. The employer reserves the right to limit the number of **eight (8)** hour consecutive hour blocks that may be declared during any particular time or day within a given department.

All restricted part-time employees must be available to work during at least two (2) six (6) hour blocks, on two (2) separate days, consistent with shifts in their department.

The Employer will make "Declaration of Availability" forms readily available to part-time employees. Employees who require a change in availability will submit, in person, a completed form to the Employer and the employee will be given a signed copy of the form at the time of submission. Provided the request is submitted Saturday by noon, the change will be reflected at the earliest, on the schedule posted by the following Thursday.

New employees shall be required to complete a "Declaration of Availability" form on or before their first day of work. An employee must not restrict themselves to the point that they are not available for normal scheduled shifts within the department.

### **Requested Day Off**

Anytime employees may request a specific day off at least 72 hours prior to the posting of the work schedule. Employees can make **two (2)** such requests per month. The granting of this day off will be subject to operational requirements and will not be unreasonably withheld.

### **Guarantee of Hours for Senior Anytime Employees**

Senior Available Anytime employees may be eligible to receive a weekly guarantee of hours. Restricted employees shall not qualify to be scheduled under this section.

- (a) Hours worked or paid, including General Holiday shall be considered as hours worked for the purpose of satisfying the minimum guarantees set forth in the chart below.

- (b) Guarantees of hours are subject to the hours actually being available in the department and the Employer will not be required to create additional hours to satisfy guarantees.
- (c) The number of employees entitled to a minimum guarantee of hours of twenty-five (25), twenty-one (21), or seventeen (17) hours is to be calculated according to the formula as specified in the chart below.
- (d) Employees who have not been scheduled in the previous four (4) week period for whatever reason shall be excluded from the formula calculation until they return to active duty.

**Hour Guarantees Received by Senior Eligible Anytime Employees**

Number of Anytime Employees in the Department	Number of senior Anytime employees eligible for a guarantee	25 Hrs	21 Hrs.	17 Hrs.
1	0			
2	1	1		
3	1	1		
4	1	1		
5	1	1		
6	2	1	1	
7	2	1	1	
8	2	1	1	
9	3	1	1	1
10	3	1	1	1
11	3	1	1	1
12	4	1	1	2
13	4	1	1	2
14	4	1	1	2
15	5	2	2	1
16	5	2	2	1
17	5	2	2	1
18-20	6	2	2	2

## **Transfers and Work Assignments**

Part-time employees are scheduled and exercise their seniority within departments that are defined in each location by the Employer (example: Front End, Grocery, Produce, Meat). The name and number of departments may be changed by the Employer from time to time after providing employees and the Union 30 days' notice.

Due to business needs, part-time employees may be required to temporarily perform work outside of their department from time to time. In addition, part-time employees may be moved to a new department at any time by mutual agreement between the Employer and employee. Part-time employees moved between departments will maintain their rate of pay and will carry their full seniority.

2.07 It is agreed and recognized by both the Union and the Employer that due to the nature of the Employer's business, it may be necessary to employ both full-time and part-time employees. The Employer agrees that part-time employees **can** be scheduled to work **up to forty (40)** hours per week.

2.08 Part-time employees shall be covered by Article 10.06 of the main body.

## **ARTICLE 3 HOURS OF WORK**

3.01 The regular working day shall consist of up to eight (8) hours or 10 hours for all employees. Part-time employees or a combination of part-time employees will not be used to the extent that they displace existing full-time employees or, except in the event of sales and/or profit declines, reduce the current level of full-time employees.

## **ARTICLE 4 HOURS OF WORK AND OVERTIME**

4.01 The provisions of Article 11.01 and 11.03 of this Agreement will apply. However, notwithstanding Article 11.03 (c), hours prior the commencement of their shift will receive their regular rate of pay. The basic work week shall be worked Sunday through Saturday.

4.02 Part-time employees will be scheduled for a minimum of four (4) hours.

## ARTICLE 5      GENERAL HOLIDAYS

- 5.01            (a)    The provisions contained in Article 12.01 of this Agreement affect all employees covered by this Appendix.
- (b)    The minimum sum of money to be paid for a public holiday or for another day designated for observance of the public holiday by an employer to any employee who does not work on that day:
- (i)    where the employer pays to the employee the employee's regular wages for the period that includes that day, is equal to those wages;
- (ii)   in any other case, is the amount A calculated in accordance with the following formula:  $A = W/20$  where W is the total of the wages earned by the employee during the four weeks immediately preceding the general holiday, exclusive of overtime.

## ARTICLE 6      VACATIONS

- 6.01            (a)    Employees with one (1) or more years of seniority but less than three (3) years shall receive Vacation Pay Allowance of four percent (4%) of their earnings during the previous calendar year. The percentage payment referred to in this Article shall apply to wages as defined in the Manitoba Employment Standards Act.
- (b)    Employees with three (3) or more years but less than ten (10) years shall receive Vacation Pay Allowance of six (6%) of their earnings during the previous calendar year. The percentage payment referred to in this Article shall apply to wages as defined in the Manitoba Employment Standards Act.
- (c)    Employees with ten (10) or more years of seniority shall receive Vacation Pay Allowance of eight percent (8%) of their earnings during the previous calendar year. The percentage payment referred to in this Article shall apply to wages as defined in the Manitoba Employment Standards Act.

6.02            The **Employer** may grant a leave of absence without pay up to a maximum of four (4) weeks' duration to an employee for vacation purposes. Such request and permission shall be in writing. When a leave of absence is granted, there shall be no loss of seniority. A claim that the **Employer** unjustly withheld permission to grant such leave of absence may be made the subject of a grievance and processed accordingly.

                  Part-time employees will be required to submit their vacation intentions by April 1st each year.

**ARTICLE 7 LEAVE OF ABSENCE – BEREAVEMENT**

7.01 Should a bereavement occur in the immediate family of an employee, with twelve (12) or more months of seniority, the employee will be provided up to three (3) consecutive days off with pay to attend the funeral if scheduled to work. Immediate family shall be defined in Article 22 of the main body of the Collective Agreement.

Such an employee who is scheduled to work in excess of **twenty-four (24)** hours in the week in which the bereavement occurs shall be entitled to bereavement leave with pay as set out in Article 22 of the main body of this Collective Agreement.

**Employees may “split” their three (3) days to cover off both bereavement and time to attend the funeral, provided they give notice to the Employer. In such circumstances, the Employer may adjust the employee’s schedule for the week in which the deferred bereavement is taken.**

7.02 **EDUCATION LEAVE**

At the sole discretion of the **Employer** a leave of absence may be granted for educational purposes. Such employees will not acquire seniority for the period of their leave. It is agreed that the **Employer’s** discretion will be applied fairly amongst all employees within a given location.

**ARTICLE 8 WAGES**

8.01 **All part-time employees on the part-time payroll shall receive the following wage increase/lump sum amounts provided that they are at or above the end rate of pay on the applicable date:**

<b>SIGNING BONUS IN LIEU OF RETRO PAY:</b>	<b>\$500.00 lump sum</b>
<b>Effective the first Sunday following DOR:</b>	<b>\$0.70 cents / hour</b>
<b>Effective February 9, 2025:</b>	<b>\$0.50 cents / hour</b>
<b>Effective February 9, 2025:</b>	<b>\$250.00 lump sum</b>
<b>Effective February 8, 2026:</b>	<b>\$0.40 cents / hour</b>
<b>Effective February 7, 2027:</b>	<b>\$0.35 cents / hour</b>
<b>Effective February 6, 2028:</b>	<b>\$0.35 cents / hour</b>

**All part-time clerk employees on the-part-time payroll who are in the part-time progression as at the date of ratification shall be entitled to the following lump sum amount payment:**

<b>SIGNING BONUS:</b>	<b>\$100.00 lump sum</b>
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**A part-time employee must be actively employed and working as of the date a lump payment is effective in order to receive such payment.**

The following shall be the minimum rates of pay for part-time clerks:

<b>Part-Time Clerk Wages</b>						
<b>Hours</b>	<b>Current</b>	<b>February 11, 2024</b>	<b>February 9, 2025</b>	<b>February 8, 2026</b>	<b>February 7, 2027</b>	<b>February 6, 2028</b>
0 – 850 hrs	\$15.30	<b>\$15.30</b>	<b>MW</b>	<b>MW</b>	<b>MW</b>	<b>MW</b>
851 - 1600 hrs	\$15.35	<b>\$15.35</b>	<b>MW + .05</b>	<b>MW + .05</b>	<b>MW + .05</b>	<b>MW + .05</b>
1601 – 2350 hrs	\$15.40	<b>\$15.40</b>	<b>MW + .10</b>	<b>MW + .10</b>	<b>MW + .10</b>	<b>MW + .10</b>
2351 – 2950 hrs	\$15.45	<b>\$15.45</b>	<b>MW + .15</b>	<b>MW + .15</b>	<b>MW + .15</b>	<b>MW + .15</b>
2951 – 3550 hrs	\$15.50	<b>\$15.50</b>	<b>MW + .20</b>	<b>MW + .20</b>	<b>MW + .20</b>	<b>MW + .20</b>
3551 – 4150 hrs	\$15.55	<b>\$15.55</b>	<b>MW + .25</b>	<b>MW + .25</b>	<b>MW + .25</b>	<b>MW + .25</b>
4151 – 4750 hrs	\$15.60	<b>\$15.60</b>	<b>MW + .30</b>	<b>MW + .30</b>	<b>MW + .30</b>	<b>MW + .30</b>
4751 – 5350 hrs	\$15.65	<b>\$15.70</b>	<b>MW + .40</b>	<b>MW + .40</b>	<b>MW + .40</b>	<b>MW + .40</b>
5351 – 5950 hrs	\$15.70	<b>\$15.80</b>	<b>MW + .50</b>	<b>MW + .50</b>	<b>MW + .50</b>	<b>MW + .50</b>
5951 – 6500 hrs	\$15.75	<b>\$15.90</b>	<b>MW + .60</b>	<b>MW + .60</b>	<b>MW + .60</b>	<b>MW + .60</b>
6501 + hrs	\$16.10	<b>\$16.80</b>	<b>\$17.30</b>	<b>\$17.70</b>	<b>\$18.05</b>	<b>\$18.40</b>
Overscale Employees (as of January 19, 2024)	Increase to their rate/hour	<b>\$0.70</b>	<b>\$0.50</b>	<b>\$0.40</b>	<b>\$0.35</b>	<b>\$0.35</b>

8.02 Notwithstanding the wage progressions for part-time employees where there is an increase in the provincial minimum wage rate it shall become the new start rate and those employees so affected shall notwithstanding Appendix “A”, Article 8.03 (e) remain at such rate of pay until their hours worked with the Employer would permit them an increase in their rate of pay in accordance with the wage grid.

- 8.03 (a) The **Employer** may from time to time, introduce, modify and/or eliminate an incentive program. Any program would be in addition to the prevailing wage progressions.
- (b) When the **Employer** pay a new employee more than the starting rate in their classification, such employee shall receive increases in the accordance with the wage schedule and be deemed to have the appropriate service.
- (c) Employees who are currently being paid in excess of the collective agreement end rates shall receive an increase in their rate of pay in an amount equal to the end rate increases when they come into effect.
- (d) No wage currently enjoyed by an employee, which is in excess of rates set out in the wage schedules herein, shall be reduced during the lifetime of the Agreement.
- (e) An employee receiving a raise in pay after the date of hire will be deemed to have the appropriate service for the purposes of wage progression only.

8.04 Employees assigned cash office duties will receive a premium of fifty (\$0.50) cents per hour for **all hours worked performing cash office duties**. It is understood that the **Employer** or designate retain the right to appoint employees to receive cash office training and to perform those duties.

**ARTICLE 9 REST PERIODS**

9.01 Employees covered by this Appendix shall be entitled to one (1) fifteen (15) minute paid rest period for each four (4) hour period scheduled to work. For clarity, employees arriving fifteen (15) minutes or **later** for their shift may not be entitled to this break if they were scheduled to work not more than a four (4) hour shift. Each rest period shall occur at approximately the mid-point of each four (4) hour period. No employee who is scheduled for more than four (4) hours but not exceeding six (6) hours shall be required to take their break sooner than two (2) hours into their shift unless they have agreed to do so.

**Meal and Rest Periods: Part-time Employees**

<b>Hours Scheduled*</b>	<b>Hours Paid</b>	<b>Number of <u>PAID</u> rest periods (fifteen (15) minutes)</b>	<b>Number of <u>UNPAID</u> meal periods</b>
<b>Five (5.0) hours or less</b>	<b>Same as hours scheduled</b>	<b>One (1)</b>	<b>N/A</b>
<b>Five and a half (5.5) hours</b>	<b>Same as hours scheduled *Unless you opt in for extra 15 minutes unpaid</b>	<b>One (1)</b>	<b>*One (1) fifteen (15) minutes (upon request of employee)</b>
<b>Six (6.0) hours</b>	<b>Five and a half (5.5) hours</b>	<b>One (1)</b>	<b>One (1) thirty (30) minutes</b>
<b>Six and a half (6.5) hours</b>	<b>Six (6) hours</b>	<b>One (1)</b>	<b>One (1) thirty (30) minutes</b>
<b>Seven (7) hours</b>	<b>Six and a half (6.5) hours</b>	<b>One (1)</b>	<b>One (1) thirty (30) minutes</b>
<b>Seven and a half (7.5) hours</b>	<b>Seven (7) hours</b>	<b>One (1)</b>	<b>One (1) thirty (30) minutes</b>
<b>Eight (8) hours</b>	<b>Seven (7.5) hours</b>	<b>Two (2)</b>	<b>One (1) thirty (30) minutes</b>
<b>Eight and a half (8.5) hours</b>	<b>Eight (8) hours</b>	<b>Two (2)</b>	<b>One (1) thirty (30) minutes</b>
<b>Ten and a half (10.5) hours</b>	<b>Ten (10) hours</b>	<b>Three (3)</b>	<b>One (1) thirty (30) minutes</b>

The above chart does not preclude the Employer scheduling varying shift configurations. Ex. Fifteen (15) minute increments.



An employee working a daily shift of up to five (5) hours, is entitled to a paid fifteen (15) minute rest period.

An employee working a shift of more than five (5) hours, but less than six (6) hours is entitled an additional fifteen (15) minute unpaid rest period to be taken in conjunction with their paid fifteen (15) minute rest period. By mutual agreement with the **Employer** these fifteen (15) minute rest periods may be taken non-consecutively.

An employee working a shift of six (6) hours, but less than eight (8) hours is entitled to a fifteen (15) minute paid rest period and a half (1/2) hour unpaid meal period. The unpaid meal period shall be taken at approximately the mid-point of the shift.

An employee working a shift of eight (8) hours is entitled to two (2) fifteen (15) minute paid rest periods and a half (1/2) hour unpaid meal period. The unpaid meal period shall be taken at approximately the mid-point of the shift.

Nothing in this provision will prevent the Employer from instituting one (1) hour unpaid meal periods in substitution of half (1/2) hour unpaid meal periods.

## **ARTICLE 10**      **WORKING CONDITIONS**

10.01                      The Union will co-operate with the Employer in maintaining good working conditions.

## **ARTICLE 11**      **NOT SCHEDULED ON PAYROLL**

11.01                      An employee whose name has not appeared on the payroll of the store for over six (6) months due to lack of work, shall receive consideration on re-application as a new employee. The **Employer** agrees that it will consider past experience with the **Employer** and the duration of the person's earlier service with the **Employer** when establishing the hourly rate of pay for such an employee in the wage progression.

## **APPENDIX "B"**

### **B-1**

B-1.01 The Employers only obligation shall be to remit the premiums to the insurance company. Any dispute or issue with respect to coverage shall be dealt with by the employee and the insurance company.

All employees must participate in the Plan, however, if a spouse is covered by Health and Dental benefits, they may waive the Health and Dental coverage. Employees will be required to provide written proof of spousal coverage. Coverage would be made available if for some reasons the duplicate coverage ceases.

### **B-2 LIFE INSURANCE**

B-2.01 The Employer agrees to provide active full-time employees until retirement at no cost, Life Insurance equivalent to one (1) times an employee's annual earnings.

The Employer further agrees to provide Life Insurance to retired employees in the amount of \$2,000.00.

### **B-3 ACCIDENTAL DEATH AND DISMEMBERMENT**

B-3.01 The Employer agrees to provide all active full-time employees with Accidental Death and Dismemberment benefit coverage equal to one (1) times their annual earnings in case of accidental death. Coverage is also provided for other losses such as speech and hearing, use of arms and legs, etc.

### **B-4 SHORT TERM DISABILITY**

B-4.01 The Employer agrees to provide Short Term Disability benefits to all active full-time employees from the first (1st) day of an accident or the first (1st) full-time day of hospitalized or the fourth (4th) day of sickness. The Plan will pay sixty-six and two thirds percent (66 2/3%) of basic earnings for the first two (2) weeks, then Unemployment Insurance will pay fifteen (15) weeks, then the Plan will resume payments for thirty-five (35 weeks).

### **B-5 LONG TERM DISABILITY**

B-5.01 The Employer agrees to provide Long Term Disability benefits for active full-time employees after fifty-two (52) weeks if an Employee is unable to perform any occupation (reasonably suited by means of training, education or experience). The Plan will provide for sixty-six and two thirds percent (66 2/3%) of an Employee's basic monthly earnings to a maximum of \$1,500.00. Coverage would cease the date an Employee attains normal retirement age.

## **B-6 SEMI-PRIVATE HOSPITAL**

B-6.01 The Employer agrees to provide for Semi-Private hospital care and Supplementary Health Care benefits for active full-time employees on the following basis:

- (i) the Plan provides for reimbursement of eighty percent (80%) of Semi-Private hospital costs.
- (ii) the Plan provides for reimbursement of one hundred (100%) percent of Prescription Drugs based on **the Insurance Carrier** formulary) with no deductible for this coverage.
- (iii) “Employees are encouraged to fill their prescriptions at a No Frills or a sister company (Loblaw affiliated) “DRUGstore” pharmacy. Effective no later than January 1, 2019, a full-time employee drug card will be introduced which may be used at No Frills or sister company (Loblaw affiliated) “DRUGstore” pharmacies.
- (iv) Effective January 1, 2019, prescriptions filled at non-“DRUGstore” (Loblaw affiliated) pharmacies shall be reimbursed at 70% and the dispensing fee for prescription drugs will be based upon the prevailing rate at Loblaw pharmacies. Note: this will not apply for No Frills employees who reside in geographical communities that do not have a Loblaw, No Frills or Shoppers Drug Mart location.
- (v) Employees who chose to fill their prescriptions at non-“DRUGstore” pharmacy shall continue to submit their claim for re-imbusement.
- (vi) Shoppers Drug Mart has agreed to the use of the drug card at their stores. For clarity, reimbursement will be at 100% for prescriptions filled at Shoppers Drug Mart and reimbursement of the dispensing fee will be based upon the prevailing rate at Loblaw Pharmacies.”

## **B-7 SUPPLEMENTARY HEALTH CARE**

B-7.01 The Plan provides coverage for active full-time employees which includes ambulance services, rental of wheel chairs and hospital equipment, private nursing (with a ten thousand dollar [\$10,000.00] maximum every thirty-six (36) months), artificial limbs and braces. Also, included are services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist and masseur **with a combined seven hundred dollars (\$700) per year – seventy dollars (\$70) per visit, ten (10) visits per year**). In addition, services of a psychologist (three hundred dollars [\$300.00] per year) and hearing aids (three hundred dollars [\$300.00] lifetime) are also covered. Dental treatment for accidental injury to the teeth and outside Canada coverage for physicians and surgeons are covered.

**B-8**                      **DENTAL**

B-8.01                      The Employer agrees to provide Dental coverage for active full-time employees after a twenty-five-dollar (\$25.00) deductible for single, and fifty-dollar (\$50.00) deductible for family each calendar year.

The Plan provides for one hundred percent (100%) reimbursement for cleaning, polishing, x-rays and fluoride treatments, once every nine (9) months for employees and dependents over eighteen (18) years of age and two (2) times per calendar year for employees and dependents eighteen (18) years of age and under. Extractions, fillings, injections, consultations, root canal therapy, endodontic and periodontic treatment.

The Plan provides for a maximum of one thousand dollars (\$1000.00) per family member per year. Re-imbusement **shall be** based on the Provincial Dental Fee Guide **in effect the date the treatment is rendered.**

**B-9**                      **OPTICAL**

B-9.01                      Active full-time employees and their eligible dependents shall be eligible for a maximum of **two hundred dollars (\$200)** every two (2) years. Payment will be made upon the receipt of proof of purchase.

## **APPENDIX "C"**

### **PHARMACY OPERATIONS**

1. The pharmacy shall constitute a separate seniority department.
2. Part-time pharmacy employees shall be covered by Article 2.07 of Appendix "A" except (f), (h) and in addition they shall be covered for the following periods during flu season, allergy season and other peak periods in the pharmacy department.

### **FULL-TIME PHARMACY ASSISTANTS**

All full-time Pharmacy Assistant employees on the full-time payroll as of the date of ratification shall be moved into the new STEP wage progression on the full-time Pharmacy Assistant wage scale. Full-time employees will move to the STEP on the scale that provides for a wage increase from their current rate of pay.

For those full-time employees which are currently above end rate but would return to on scale in the progression, the top rate/above end rate increase effective the Sunday following date of ratification would first be applied. The employee would then move to the next STEP that would allow for an increase on the scale.

Full-time employees on the new STEP wage progression will move to the next step on the scale after six (6) months of full-time employment and will progress until they reach STEP 7. This will be effective the first Sunday following date of ratification.

**SIGNING BONUS IN LIEU OF RETRO PAY: \$1000.00- lump sum**

All full-time Pharmacy Assistant employees on the full-time payroll shall receive the following wage increase amounts provided that they are at or above the end rate of pay on the applicable date:

Effective the Sunday following DOR:	\$0.70 cents / hour
Effective February 9, 2025:	\$0.50 cents / hour
Effective February 8, 2026:	\$0.40 cents / hour
Effective February 7, 2027:	\$0.35 cents / hour
Effective February 6, 2028:	\$0.35 cents / hour

All full-time Pharmacy Assistant employees on the full-time payroll at ratification will move to their new rate of pay on the new STEP progression. If an employee's hourly rate of pay is higher than the new end rate of the scale, the employee's hourly rate of pay will remain above end rate.

An employee must be actively employed and working as of the date the Signing Bonus payment is effective in order to receive such payment.

The following are the minimum rates of pay for all full-time Pharmacy Assistants:

<b>Minimum Rates of Pay for Full-Time Pharmacy Assistant</b>							
	<b>Current</b>	<b>New steps as of Feb 11, 2024</b>	<b>February 11, 2024</b>	<b>February 9, 2025</b>	<b>February 8, 2026</b>	<b>February 7, 2027</b>	<b>February 6, 2028</b>
Start	\$15.30	<b>STEP 1</b>	<b>\$17.50</b>	<b>\$17.50</b>	<b>\$17.50</b>	<b>\$18.00</b>	<b>\$18.00</b>
6 months	\$15.30	<b>STEP 2</b>	<b>\$18.00</b>	<b>\$18.00</b>	<b>\$18.00</b>	<b>\$18.50</b>	<b>\$18.50</b>
12 months	\$15.30	<b>STEP 3</b>	<b>\$18.50</b>	<b>\$18.50</b>	<b>\$18.50</b>	<b>\$19.00</b>	<b>\$19.00</b>
18 months	\$15.40	<b>STEP 4</b>	<b>\$19.00</b>	<b>\$19.00</b>	<b>\$19.00</b>	<b>\$19.50</b>	<b>\$19.50</b>
24 months	\$16.20	<b>STEP 5</b>	<b>\$19.50</b>	<b>\$19.50</b>	<b>\$19.50</b>	<b>\$20.00</b>	<b>\$20.00</b>
30 months	\$16.60	<b>STEP 6</b>	<b>\$20.00</b>	<b>\$20.00</b>	<b>\$20.00</b>	<b>\$20.50</b>	<b>\$20.50</b>
36 months	\$17.40	<b>STEP 7</b>	<b>\$20.50</b>	<b>\$21.00</b>	<b>\$21.40</b>	<b>\$21.75</b>	<b>\$22.10</b>
Overscale Employees as of Feb 11, 2024	Increase to their rate/hour		<b>\$0.70</b>	<b>\$0.50</b>	<b>\$0.40</b>	<b>\$0.35</b>	<b>\$0.35</b>

Notwithstanding the above wage progressions where there is an increase in the Provincial minimum wage rate **and it exceeds the start rate set forth in this agreement**, it shall become the new start rate and those employees so affected shall notwithstanding Article 16.03 remain at such rate of pay until their months worked for full-time employees with the Employer would permit them an increase in their rate of pay in accordance with the wage grid.

**PART-TIME PHARMACY ASSISTANTS**

All part-time Pharmacy Assistant employees on the part-time payroll shall receive the following wage increase/lump sum amounts provided that they are at or above the end rate of pay on the applicable date:

<b>SIGNING BONUS IN LIEU OF RETRO PAY:</b>	<b>\$500.00-lump sum</b>
<b>Effective the first Sunday following DOR:</b>	<b>\$0.70 cents / hour</b>
<b>Effective February 9, 2025:</b>	<b>\$0.50 cents / hour</b>
<b>Effective February 9, 2025:</b>	<b>\$250.00 lump sum</b>
<b>Effective February 8, 2026:</b>	<b>\$0.40 cents / hour</b>
<b>Effective February 7, 2027:</b>	<b>\$0.35 cents / hour</b>
<b>Effective February 6, 2028:</b>	<b>\$0.35 cents / hour</b>

**All part-time Pharmacy Assistant employees on the part-time payroll who are in the part-time progression as at the date of ratification shall be entitled to the following lump sum amount payment:**

**SIGNING BONUS: \$100.00 lump sum**

**A part-time Pharmacy Assistant employee must be actively employed and working as of the date a lump payment is effective in order to receive such payment.**

**The following shall be the minimum rates of pay for part-time Pharmacy Assistants:**

<b>Minimum Rates of Pay for Part-Time Pharmacy Assistant</b>							
<b>Hours</b>	<b>Current</b>	<b>New hour bands effective Feb 11, 2024</b>	<b>February 11, 2024</b>	<b>February 9, 2025</b>	<b>February 8, 2026</b>	<b>February 7, 2027</b>	<b>February 6, 2028</b>
0-300	\$15.30	0-850 hrs	\$16.30	mw + 1.00	mw + 1.00	mw + 1.00	mw + 1.00
301-650	\$15.30	851-1600 hrs	\$16.40	mw + 1.10	mw + 1.10	mw + 1.10	mw + 1.10
651-1300	\$15.30	1601-2350 hrs	\$16.50	mw + 1.20	mw + 1.20	mw + 1.20	mw + 1.20
1301-1950	\$15.30	2351-2950 hrs	\$16.60	mw + 1.30	mw + 1.30	mw + 1.30	mw + 1.30
1951-2600	\$15.30	2951-3550 hrs	\$16.70	mw + 1.40	mw + 1.40	mw + 1.40	mw + 1.40
2601-3250	\$15.30	3551-4150 hrs	\$16.80	mw + 1.50	mw + 1.50	mw + 1.50	mw + 1.50
3251-3900	\$15.30	4151-4750 hrs	\$16.90	mw + 1.60	mw + 1.60	mw + 1.60	mw + 1.60
3901-4550	\$15.30	4751-5350 hrs	\$17.00	mw + 1.70	mw + 1.70	mw + 1.70	mw + 1.70
4551-5200	\$15.40	5351-5950 hrs	\$17.10	mw + 1.80	mw + 1.80	mw + 1.80	mw + 1.80
5201-5850	\$15.80	5951-6500 hrs	\$17.25	mw + 1.95	mw + 1.95	mw + 1.95	mw + 1.95
5851-6500	\$16.30	6501 + hrs	\$18.25	\$18.75	\$19.15	\$19.50	\$19.85
6501+	\$17.00						
Overscale Employees (as of January 19, 2024)	Increase to their rate/hour		\$0.70	\$0.50	\$0.40	\$0.35	\$0.35

Notwithstanding the above wage progressions where there is an increase in the Provincial minimum wage rate it shall become the new start rate and those employees so affected shall notwithstanding Article 16.03 and Appendix "A", Article 8.03 (e) remain at such rate of pay until their months worked for full-time employees and hours worked for part-time employees with the Employer would permit them an increase in their rate of pay in accordance with the wage grid.

Employees in the Pharmacy Assistant classification must have a demonstrated ability to manage a new prescription from intake to the Pharmacist's sign off. Existing Pharmacy Assistants will move over to the new rate and other employees may enter this classification where there is an opening as determined by the **Employer**. In the event that there is a dispute regarding an employee's suitability for an opening, the Director of Pharmacy will review the work history, education, availability and skills of the candidate and make the final determination of the suitability of the candidate.

Appendix "A" applies to all part-time employees of the pharmacy, unless noted otherwise in this Appendix.

The Collective Agreement applies to all full-time employees of the pharmacy, unless noted otherwise.



## APPENDIX “D”

### **NO FRILLS DEFINED CONTRIBUTION PENSION**

Full-time and part-time employees of No Frills locations will be eligible to participate in a defined contribution pension plan on the following basis. **Participation into the plan must be in accordance with the Manitoba Pension Benefits Act.**

[Joining a Pension Plan | FAQs | Office of the Superintendent - Pension Commission | Finance Manitoba | Province of Manitoba \(gov.mb.ca\)](#)

**In order to join the defined contribution plan an employee must have worked a minimum of 700 hours or earned 35% of the YMPE for each of two consecutive calendar years.**

**Participation in the defined contribution plan will require that an employee make contributions equal to those of the Employer. The contributions will be made via payroll deduction.**

The following shall be the contribution rates:

	<b>2 – 5 years</b>	<b>Over 5, below 10</b>	<b>10 years +</b>
<b>Employee</b>	20 cents/hour	30 cents / hour	40 cents / hour
<b>Employer</b>	20 cents/hour	30 cents / hour	40 cents / hour

Years of service for the purposes of the defined contribution plan will be determined based on the employee’s years of completed service as of December 31<sup>st</sup> of the previous year.

Employer contributions will become vested after two (2) years of plan participation.

The “Plan Document” will be the governing document over this defined contribution plan and a conflict between the Collective Agreement and the Plan Document will be resolved in accordance with the Plan Document. The Employers retain the right to amend the plan at their sole discretion as necessary (example: legislative issues, administrative issue, etc).

The Employers make the following commitments relative to the administration of this plan:

1. The Employers will provide to the Union with current copies of the information provided to newly eligible employees of the pension plan.
2. The Employers will post a notice reminding eligible employees that information regarding the plan is available upon request
3. The Employers will maintain a record of eligible employees that were provided with the opportunity to view information about the pension plan.

## **LETTER OF UNDERSTANDING #1 – MEAT DEPARTMENT**

In the event a location or locations implement a conventional meat department during the term of this agreement, then the Employer and the Union will meet to discuss such implementation i.e. rates of pay, department seniority and classifications.

For clarity, a conventional meat department is one that requires the expertise of a meat cutter for the purpose of cutting and trimming meat in a manner that it can be overwrapped, weighed and priced in preparation for sale to the customer.

## **LETTER OF UNDERSTANDING #2 – EMPLOYEE REQUEST**

Employees shall not be given time off to avoid the application of over-time rates, however, should an employee generate a request for time off for unforeseen special circumstances, the Employer may, if concurrence is given by the Union Representative allow the employee such time off to be made up at regular rates of pay not later than the following pay week and such concurrence shall not be unreasonably withheld. It is understood that there will be no banking of hours.

## **LETTER OF UNDERSTANDING #3 – GROCERY/PRODUCE DEPARTMENT**

The parties recognize that any full-time incumbent or future full-time individual in the grocery-produce department who is responsible for the area of the store that sells and merchandises meat products will receive an hourly rate of pay not less than seventy-five cents (75¢) per hour more than the full-time grocery-produce clerk rate of pay as defined under the Collective Agreement.

## **LETTER OF UNDERSTANDING #4 - GENERAL HOLIDAYS**

In the event stores are allowed to legally open on a general holiday with no premium pay, then the parties will meet with a view to amend the Collective Agreement. Work on these holidays will remain voluntary.

## **LETTER OF UNDERSTANDING #5 –PLUS MODEL NO FRILLS**

This letter is to confirm the parties' understanding with respect to "Plus" model No Frills stores.

1. The full No Frills Franchise Employers Collective Agreement, Appendices, and Letters of Understanding shall apply to "Plus" Model No Frills locations except as specifically noted within this Letter of Understanding.

2. A "Plus" Model No Frills location shall be defined as a new or converted No Frills store that:
  - (a) Has a total store square footage of greater than 30,000 square feet; and
  - (b) Has 30% or more of the total selling area of the store dedicated to the merchandising of Department Store Type Merchandise (DSTM).
3. The additional non-union exclusions within a "Plus" model No Frills store are as follows:
  - (a) Up to six (6) Assistant DSTM Managers
4.
  - (a) The Employer will provide the union with a list of DSTM departments and exclusions within each store and will advise the union of any changes planned to the list of departments or exclusions.
  - (b) Assistant DSTM Supervisors will not perform work outside of the department(s) they are managing. An exception exists for DSTM Supervisors who may be overseeing additional departments during breaks, days off, vacations or other absences of another DSTM Supervisor or an Associate Manager. In addition, an assistant DSTM Supervisor may be assigned to oversee the total store at times and may perform duties outside of their department under such circumstances.
5. For clarity, DSTM merchandise shall include but not be limited to: Home Décor, Bed and Bath, Cook and Table, Kids Kloz, Photo Lab, Photo Studio, Electronics, HABA, Home Office, Book and Magazines, Cards and Party, Cosmetics, Housewares, Sporting Goods, Toys, Leisure, Automotive, Hardware, Footwear, and Apparel. It is recognized by the parties that the extent and variety of DSTM may differ by location and over time as the DSTM business evolves generally.
6. Notwithstanding Article 2, Appendix "A", part-time employees within a "plus" model No Frills location shall acquire seniority within either the Food or DSTM area of the store.
7. Wage scales for Plus Model No Frills employees will be as per Appendix A-8 of the No Frills Collective Agreement between the parties.
8. Dollar Store operations will be governed by the Letter of Understanding on Dollar Store operations.

9. Employees with a minimum of 2500 hours worked may make a one-time request to be transferred to a food department within the store. The Employer will determine the timing of such transfer provided that the transfer will occur within three (3) months of the employee request. The Employer may limit the number of transfers into any given department to a maximum of one (1) during every six (6) month period. Employees who transfer departments will maintain their **Employer** seniority and service however will be placed at the bottom of the schedule in their new area of work and will be scheduled in accordance with this placement.
10. In a store conversion all current food employees at the time of the announcement will remain on the food side of the store unless they request in writing to be transferred at the time of the conversion to the DSTM side of the store. Such employee(s) will receive the rate of pay associated with their accumulated hours of work applied to the DSTM wage progression subject to not exceeding the DSTM end rate of pay. Their seniority will be transferred to the DSTM seniority list and they will be placed on the top of the schedule in their new area in order of seniority.

#### **LETTER OF UNDERSTANDING #6 – DOLLAR SHOP**

The purpose of this letter is to confirm the parties' understanding with respect to "Dollar Store" operations located within No Frills locations and managed by No Frills.

- i. The Dollar Store operation shall constitute a separate seniority department;
- ii. Should any No Frills location terminate its management of Dollar Store operations all unionized employees will be re-deployed to other areas of the store with their wage rate and seniority intact;
- iii. This letter will apply only in stores with Dollar Store operations that are a minimum of 2000 square feet unless otherwise specifically agreed between the parties.

#### **LETTER OF UNDERSTANDING #7 – ENHANCED SEVERANCE**

In the event of a permanent discontinuance of the operations of any of the No Frills covered by this Collective Agreement the affected employees will receive severance in the amount of 1.5 times their normal weekly earnings multiplied by their completed years of service to a maximum of \$75,000 in the case of a full-time employee and \$15,000 in the case of a part-time employee. This payment is deemed to be inclusive of any payments required by law and any obligations under the collective agreement.

Employees will generally be expected to remain in their employment up until the closure of the location. Special individual consideration for early departure may be made subject to the Employer's ability to continue the normal operation of the store.

Notwithstanding the above paragraph Article 10.03 (a) of the collective agreement shall apply.

Enhanced severance shall not be payable to employees who secure employment with another retailer within the Loblaw group of companies provided that all the following conditions are met:

1. The employee's status as a full-time or part-time is maintained
2. The employee's rate of pay is maintained or improved
3. The employee's years of service are recognized for vacation purposes

### **LETTER OF UNDERSTANDING #8 – DIGITAL PROCESS**

**The parties agree that the Employer(s) may work to develop and implement electronic/digital delivery of processes contained in the Collective Agreement subject to mutual agreement between the Employer(s) and the Union.**

**Nothing in this Letter of Understanding shall prohibit the Employer(s) from the concurrent implementation of electronic/digital delivery of existing paper-based processes contained in the Collective Agreement.**

### **LETTER OF UNDERSTANDING #9 – PENSION PLAN CONTRIBUTION EXCEPTIONS**

The employers undertake to effect the below change relative to the defined contribution pension plan contained in Appendix "D". In the event that this change may be implemented within the terms of the plan and may be reasonably administered then this change will be made.

An employee that is participating in the defined contribution pension plan who becomes eligible to participate at a higher rate in accordance with Appendix "D" and requests in writing to contribute to the plan at a lower rate than specified will be permitted to do so. Such employee may later notify the employer in writing that they wish to increase their contribution rate up to the rate specified within Appendix "D". In any event, the Employer will match such employee's contribution at the same rate. The minimum contribution rate shall in any event be 10 cents.

### **LETTER OF UNDERSTANDING #10- MAKE UP EMPLOYEE SICK TIME**

Notwithstanding Article 11, Hours of Work and Overtime, a full-time employee who is absent from work due to sickness shall be entitled to the following:

In the four (4) weeks subsequent to the absence a full-time employee shall be eligible to work the equivalent number of hours of the absence at a time to be mutually agreed upon between the Employer and the employee.

The maximum number of equivalent hours shall be limited to forty (40) hours over a maximum of five (5) occurrences per calendar year. It is understood that these provisions shall not apply in the instance where an employee is eligible for payment for the absence by some other form of coverage.

### **LETTER OF UNDERSTANDING #11 – RECORDING OF TIME**

**The Employer agrees to provide a method by which employees can record their time worked.**

**Employees shall record their own time at the time they start and finish work and any other such recording as may be required by the Employer.**

### **LETTER OF UNDERSTANDING #12 – RETURN TO WORK PROTOCOL**

The Employer agrees to notify the Union of the time, date and location of any meeting held with an employee regarding workplace accommodation. The Union representative or designate may attend such meeting.

### **LETTER OF UNDERSTANDING #13 – STORE OPENING BEYOND 11 PM**

In the event any store opens for customer shopping convenience beyond 11 p.m. the Employer agrees to seek new declaration of availability from existing part-time employees.

It is understood that temporary or promotional extensions of hours (i.e. midnight madness, pre-holiday) will be excluded from the application of this language. The Employer agrees to ask for volunteers prior to scheduling to meet the business requirements.

**LETTER OF UNDERSTANDING #14 - OCCASIONAL REQUEST FOR SATURDAY OFF – FULL-TIME EMPLOYEES**

The Employer agrees that a full-time employee may request the occasional Saturday off. The Employer will consider the request with regard to the number of prior requests, other employee requests and the business requirements. It is acknowledged by all parties that Saturdays are in most cases the busiest day of the week and as such full-time employees are generally required to work on this day.

In accordance with the above language full-time employees requesting a Saturday off prior to commencing vacation on a Sunday will be granted their request subject to the above specified considerations.

**LETTER OF UNDERSTANDING #15**

This will confirm our agreement that in a variety of circumstances that the franchisor (No Frills Limited) retains the right to operate a store(s) corporately, **as an Employer**, under the terms of this collective agreement.

**LETTER OF UNDERSTANDING #16 – REFURBISHING CREW**

This will confirm our agreement that all members of the refurbishing crew are excluded from the bargaining unit and will perform all work inherent in refurbishing all **No Frills** stores.

**LETTER OF UNDERSTANDING #17 – SAFETY FOOTWEAR**

All part-time employees with a minimum of two (2) years' service that are required by the Employer to purchase and use safety footwear will be reimbursed up to a maximum of **seventy-five (\$75)** dollars upon presentation of a receipt. This reimbursement is on a one-time basis during the life of the agreement. Full-time employees will be entitled to reimbursement of up to a maximum of **seventy-five (\$75)** dollars twice during the life of this Collective Agreement upon presentation of a receipt. Safety shoes must be entirely black in colour and must be Canadian Standards Approved (CSA).

**LETTER OF UNDERSTANDING #18 – CHANGE OF SCHEDULE**

The Employer is required to make a reasonable effort to verbally advise individual employees of changes to their work schedule once it has been posted.



## **LETTER OF UNDERSTANDING #19 – SHIFT MARKETPLACE (PART-TIME)**

The Parties agree that the following will apply in relation to Shift Marketplace:

- (a) A pool of unfilled work shifts from a store may be made available to interested part-time employees (“Shift Marketplace”).
- (b) Interested part-time employees, may select work shift assignments from the Shift Marketplace, in accordance with the last paragraph of Appendix A-2.05 of the agreement, provided they have the skill, ability and qualifications to perform the work. Selection of work shifts shall not unreasonably be denied.
- (c) Unfilled work shifts are defined as those that were not scheduled or assigned to part-time employees in a specific store through the posted work schedule. No shifts can be put onto the marketplace or out to offer by the Employer that could have been scheduled in accordance with Appendix A 2.03 of this agreement.
- (d) Part-time employees may select shift assignments such that their combined total weekly hours (through posted work schedule(s) and Shift Marketplace), do not exceed any maximum of hours that would require the payment of overtime.
- (e) Participation in Shift Marketplace shall be voluntary.
- (f) To ensure equal and fair access to select shifts on a first come, first served basis, the Employer will make available to all employees who do not have access to the mobile application, a “work station computer” to help facilitate shift selection, as well as, provide training upon request. Any requests for training will be honoured as soon as possible, and shall not unreasonably be denied.
- (g) Where concerns or issues arise, the Employer agrees to provide scheduling information to the Union that may be required to investigate concerns.
- (h) Personal mobile devices (e.g. your own smartphone or smartwatch) may be used during an employee’s working hours, provided the use of their device is in accordance with Employer policies and guidelines. The employee must exercise proper judgement and common sense with the use of their device; recognizing health and safety, food safety, and customers come first.

**LETTER OF UNDERSTANDING #20 – COLD TEMP APPAREL**

The Employer will maintain an employee shared supply of clean apparel in appropriate sizes, where required, as follows: rain capes, parkas, knee pads, coats, gloves, and hats.

**LETTER OF UNDERSTANDING #21 – PART-TIME BENEFITS**

The Employer agrees, during the term of the Agreement, to pay its share of the premiums for an insurance plan for eligible part-time employees, subject to their respective terms and conditions including enrolment requirements. The sole responsibility of the Employer shall be to pay its share of the premium cost of the benefit program.

These benefits may be revised or changed from time to time by the Employer or the Insurer(s), in their sole discretion.

Any dispute regarding eligibility or entitlement to benefits is with the insurer and is not a dispute under this Agreement. For greater certainty, under no circumstances will the Employer be responsible for paying any benefits under the applicable benefit plan. The Parties agree that the insurance plan or policy shall not form part of this Agreement and shall not be subject to the grievance procedure or arbitration.

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

**SIGNED THIS                      day of                      , 2024**

**FOR THE UNION:**

**FOR THE EMPLOYERS:**

\_\_\_\_\_  
**Marie Buchan**

\_\_\_\_\_  
**Sean McLennan**

## LETTER OF AGREEMENT

### BETWEEN:

9818596 Canada Inc. o/a Ken's No Frills, (15 1st Ave NE, Dauphin, MB);  
10865443 Canada Corp. o/a Aaron's No Frills, (366 Main St Bldg. #2, Selkirk, MB);  
13341259 Canada Inc. o/a Brody's No Frills, (#12 Highway 10 North, The Pas, MB);  
13691837 Canada Ltd. o/a Jeramie's No Frills, (740 St. Anne's Rd, Winnipeg, MB);  
13895661 Canada Inc. o/a Seun's No Frills, (161 Goulet St., Winnipeg, MB);  
15271452 Canada Inc o/a Dylan and Galen's No Frills, (1200 Main St., Swan River, MB);  
Hereinafter referred to as the "Employers"

### AND:

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

### No Frills Legacy Employees – Conversion of Extra Foods to No Frills

Appendix E of the Collective Agreement between Loblaw Companies Ltd. and United Food and Commercial Workers Union, Local 832 (The "Superstore" agreement) outlines the agreement between the parties on the conditions regarding the conversion of an Extra Foods to No Frills.

As of January 16, 2024 there are 34 Employees (listed at the end of the Letter of Agreement) working at No Frills that took Option # 2 of the Appendix between the parties which states:

*Up to one-third (1/3) of the vacancies in the No Frills will be filled by individuals by seniority who will be allowed to maintain their Extra Foods economic terms along with;*

*Hourly rate of pay and class hours*

*Health and Welfare benefits and pension*

*Dental benefits*

*Vacation entitlement*

### ***Seniority date***

***Pension (to be determined by the parties six (6) months prior to a store conversion which results in a cost neutral solution).***

***While accepting the remainder of the terms in the No Frills agreement;***

**As a result, employees of No Frills in the Legacy group (outlined in the table below) shall receive the following economic terms outlined in the “Superstore” agreement between Loblaw Companies Ltd. and United Food and Commercial Workers Union, Local 832.**

### **Annual and (if applicable) class hour Wage Increases**

- **(including any negotiated retroactive pay or signing bonuses, equal to that of members of Superstore) based on their class hours;**
- **Due to the bifurcation of the agreements at the September 28, 2023 negotiations, a review of retro pay/signing bonus will be applied and the Employer agrees to pay the greater of the retro pay and or signing bonus based on the date of ratification of the No Frills agreement;**
- **The parties will engage in a review of monies owed for each employee in the group to ensure accuracy of payment;**
- **This will apply to both full-time and part-time employees in the group.**

### **Health & Welfare Benefits**

- **Part Time Employees – Part time employees will maintain the level of benefit (Tier 1 or Tier 2) as outlined in Appendix A of the Collective Agreement between Loblaw Companies Ltd. and United Food and Commercial Workers, Local 832 (The “Superstore” Agreement- expiry September 28, 2028) that they qualified for as at the date of their store conversion.**
- **Full Time Employees - are covered as outlined in Appendix A and Letter of Understanding #22 of the Collective Agreement between Loblaw Companies Ltd. and United Food and Commercial Workers, Local 832 (The “Superstore” agreement – expiry September 28, 2028).**

### **Dental Benefits**

- **As outlined in Appendix A of the Collective Agreement between Loblaw Companies Ltd. and United Food and Commercial Workers, Local 832 (The “Superstore” agreement – expiry September 28, 2028)**

### Sick Pay Benefits

- **Part Time Employees** – Part time employees will maintain the level of benefit (Tier 1 or Tier 2) as outlined in Appendix A of the Collective Agreement between Loblaw Companies Ltd. and United Food and Commercial Workers, Local 832 (The “Superstore” Agreement- expiry September 28, 2028) that they qualified for as at the date of their store conversion. These employees will continue to make application to the PT Benefit Trust with regards to sick day benefit claims.
- **Full Time Employees** – The Employer(s) will provide 96 hours (12 days) of sick pay on January 1<sup>st</sup> of each year. No hours will be banked or carried over from year to year, any unused sick days as of end of day December 31<sup>st</sup> each year, will be forfeited. No partial days are permitted, only full days are to be paid under this agreement.
- **Weekly Indemnity & LTD**, where applicable for those that qualified, are covered as outlined in Appendix A and Letter of Understanding #22 of the Collective Agreement between Loblaw Companies Ltd. and United Food and Commercial Workers, Local 832 (The “Superstore” agreement – expiry September 28, 2028).

### Pension

- Canada Life RRSP – Employer pays \$1.25/hour for each hour worked.

### Vacation Entitlements

- As outlined in Article 11 of the Collective Agreement between Loblaw Companies Ltd. and United Food and Commercial Workers, Local 832 (The “Superstore” agreement – expiry September 28, 2028)

The following is the listing of No-Frills Employees in the “Legacy Group”

<u>NAME</u>	<u>STORE #</u>	<u>STORE LOCATION</u>
BONIN, Christine	7074	St Anne’s Road
DIAZ, Rosalia	7074	St Anne’s Road
FRANCIS, Howard	7074	St Anne’s Road
KAUR, Surinder	7074	St. Anne’s Road
KIDD, Derek	7074	St Anne’s Road
LAXDAL, Ashley	7074	St Anne’s Road
MARSH, Tina	7074	St Anne’s Road
OWENS, Rusty	7074	St Anne’s Road
RASMUSSEN, Deborah	7074	St Anne’s Road
WATANABE, Irene	7074	St Anne’s Road
DONISON, Dale	3610	Selkirk

<b>NORMAND, Lori</b>	<b>7151</b>	<b>Goulet</b>
<b>SANTOS, Yolanda</b>	<b>7151</b>	<b>Goulet</b>
<b>PATEL, Vimalkumar</b>	<b>3773</b>	<b>The Pas</b>
<b>BICKLE, Scott</b>	<b>3773</b>	<b>The Pas</b>
<b>GARCIA, Noel</b>	<b>3773</b>	<b>The Pas</b>
<b>LEEPER, Debra</b>	<b>3773</b>	<b>The Pas</b>
<b>LIND, Carson</b>	<b>3773</b>	<b>The Pas</b>
<b>LIND, Dana</b>	<b>3773</b>	<b>The Pas</b>
<b>BERTHELETTE, Shannon</b>	<b>7499</b>	<b>Swan River</b>
<b>BROWN, Kathrina</b>	<b>7499</b>	<b>Swan River</b>
<b>CHILIBOYKO, Sherry</b>	<b>7499</b>	<b>Swan River</b>
<b>GRAHAM, Michelle</b>	<b>7499</b>	<b>Swan River</b>
<b>MAGEE, Tamara</b>	<b>7499</b>	<b>Swan River</b>
<b>SLEPICKA, Cheryl</b>	<b>7499</b>	<b>Swan River</b>
<b>ATAMANCHUK, Ellen</b>	<b>3449</b>	<b>Dauphin</b>
<b>BURDENY, James</b>	<b>3449</b>	<b>Dauphin</b>
<b>CHAYCHUK, Linda-Ann</b>	<b>3449</b>	<b>Dauphin</b>
<b>FEDEROWICH, Tamara Lynn</b>	<b>3449</b>	<b>Dauphin</b>
<b>HRYCAY, Tammy</b>	<b>3449</b>	<b>Dauphin</b>
<b>LEE, Donna May</b>	<b>3449</b>	<b>Dauphin</b>
<b>SCHWARZ, Cynthia</b>	<b>3449</b>	<b>Dauphin</b>
<b>SCOTT, Tracy</b>	<b>3449</b>	<b>Dauphin</b>
<b>ZURBA, Clayton</b>	<b>3449</b>	<b>Dauphin</b>

The parties further agree that if there was any matter not contemplated by either party during negotiations that arise as a result of this Letter of Agreement, they will meet to resolve the issue(s).

This Letter of Agreement is part of the collective bargaining agreement expiring February 9, 2029.

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

**SIGNED THIS                      day of                      , 2024**

**FOR THE UNION:**

**FOR THE EMPLOYERS:**

\_\_\_\_\_  
**Marie Buchan**

\_\_\_\_\_  
**Sean McLennan**