

**SOBEYS CAPITAL INCORPORATED
SAFEWAY OPERATIONS**

FROM: March 20, 2022
TO: March 19, 2027

President's Message



Dear Member,

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

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

Sincerely,

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

Jeff Traeger,
President UFCW Local 832



SOBEYS CAPITAL INCORPORATED

Safeway Operations

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EXPIRY DATE: MARCH 19, 2027

AGREEMENT BETWEEN:

SOBEYS CAPITAL INCORPORATED – SAFEWAY OPERATIONS, a body corporate carrying on business in the Province of Manitoba, hereinafter referred to as the "**Employer**"

AND

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

WHEREAS: The **Employer** and the Union desire to co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the **Employer** and the employees covered by this Agreement, to provide methods for fair and amicable adjustment of disputes which may arise between them and promote efficiency and improved operations,

NOW, THEREFORE, THE UNION AND THE EMPLOYER MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1 NATURE OF THE BARGAINING UNIT

- 1.01 a) The **Employer** recognizes the Union as the sole agency for the purpose of collective bargaining for all employees, whether full-time or part-time, coming under the provisions of this Agreement, employed in the stores owned and/or operated by the **Employer** in the Province of Manitoba, save and except one (1) Store Manager per store, one (1) First Assistant Store Manager per store, one (1) Health and Wellness **Manager** per store, one (1) Registered Dietician per store, one (1) Pharmacy Manager per store, and Graduate and Undergraduate Pharmacists, Registered Pharmacy Technicians if and when the Province of Manitoba enacts such a designation, and those currently excluded as of November 15, 1998.
- b) Any existing employee newly appointed to the position of Produce Manager, Food Service Manager (or Meat Manager, Deli Manager if the **Employer** creates these departments in which case the Food

Service Manager classification would cease to exist), Bakery Manager, or Second Assistant Manager on or after March 30, 2014 will be excluded from the provisions of this Agreement. During a thirteen (13) week trial period (from the date of appointment) the **Employer** will have the right to revert the employee to their former position or the employee may choose to revert to their former position in the bargaining unit with no impact on their seniority.

- c) It is understood that any **Article** in the Agreement that references employees in positions that are excluded applies to only those employees as of **March 19, 2022** who remain covered by the provisions of this Agreement and not to those employees who are under sub-**article** 1.01.
- d) Notwithstanding sub-**article** 1.02 of the Agreement, demotions from the position of Produce Manager, Food Service Manager, Bakery Manager, Meat Manager, Deli Manager or Second Assistant Manager will be based on cause and will be subject to grievance and arbitration procedures.

1.02 In respect to Meat Managers, Bakery Managers, Produce Managers, Second Assistant Managers, Floral Managers, Food Service Managers, Coffee Bar Operators, Service Meat Counter Operators, Deli Managers, Lead Hands (one (1) per store), Management Trainees (**one (1) per store**) and **Assistant Department Managers** (limit of one (1) per department) (for the purposes of this **Article** only, Deli and Meat are considered separate departments), it is agreed between the **Employer** and the Union that the **Employer** shall retain the sole right and function in respect to transfers, promotions and demotions and the Union agrees that transfers, promotions and demotions in respect to bargaining unit employees referred to in this **Article** shall not be subject to any arbitration as provided for in **Article** 27 of the Agreement.

1.03 In the event the **Employer** creates new departments in the stores, Department Managers will be included in the bargaining unit and covered in every respect by all the **Articles** of this Agreement. In the event the **Employer** creates new departments within the stores, the **Employer** and the Union agree to meet to negotiate rates of pay for all employees in the department specific to the new department. In the event agreement cannot be reached, at the request of either party, the matter may be referred to arbitration in accordance with the arbitration procedure of the Collective Agreement.

Upon the appointment of a Department Manager for a new department, the Union and the **Employer** shall meet forthwith to negotiate a rate of pay and if an agreement cannot be reached, at the request of either party the matter shall be arbitrated, utilizing the arbitration provisions of this Agreement.

In the event the **Employer** creates a different Management structure within a store, the **Employer** and the Union agree to meet and discuss whether a new Management position of higher rank than those excluded Department Managers referred to in sub-**article** 1.01 b) should be excluded from the Collective Agreement. In the event agreement cannot be reached, at the request of either party, the matter may be referred to arbitration in accordance with the arbitration procedure of the Collective Agreement.

1.04 It is agreed that where jointly-trusted benefits exist between the **Employer** and the Union, contributions will be made only on behalf of those who are members of the Union and those who become members of the Union.

1.05 In Winnipeg only, employees not assigned hours of work by a store, as set out in sub-**article** 5.10, or who work in more than one (1) store in any one (1) week, will be assigned hours of work by Division Management. The **Employer** will assign as few employees in this manner as is necessary to operate efficiently.

1.06 **Interpretation**

(a) Whenever the word "Agreement" is used in this document, it shall mean this Collective Bargaining Agreement.

(b) Whenever the word "part-time" is referred to in this Agreement, it shall include part-time employees and Courtesy Clerks, unless indicated otherwise.

1.07 (a) Seniority Zone One shall be referred to as the City / Town where the employee works (except Selkirk which is deemed part of Winnipeg).

(b) Seniority Zone Two shall be referred to as the geographically nearest next **Sobeys Capital Incorporated – Safeway Operations**, store outside their City / Town.

(c) Seniority Zone Three shall be referred to as anywhere else in the Province after Seniority Zones One and Two have been exercised.

1.08 In the event **Sobeys Capital Incorporated – Safeway Operations** decides to convert an existing store or open a new store under a new or an existing banner, that store shall be covered by the terms and conditions of this Collective Agreement.

In the event **Sobeys Capital Incorporated – Safeway Operations** converts an existing store or opens a new store that is a limited service discount model (e.g. no bakery or full-service meat counter), the **Employer** and the Union will enter into negotiations to develop the terms and conditions for that store that shall form an Appendix of this Collective Agreement. Should a dispute arise as to the terms and conditions of the new Appendix, the terms in dispute shall be referred to a binding arbitration process.

1.09 **Small Kiosks**

The operation of up to three (3) third party kiosks per store, such as those selling sushi, specialty/ethnic meats and Asian cuisine, etc., may be carried out by third parties and persons excluded from the bargaining unit. However, the work performed by such persons shall be limited to the tasks pertaining to such kiosks.

ARTICLE 2 UNION SHOP

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

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

2.03 The **Employer** agrees to forward a Membership Application duly completed, to the Union within ten (10) calendar days from date of hire or rehire of an employee. The Union shall bear the expense of printing and mailing the Membership Application, the contents to be such that it is acceptable to the **Employer**.

2.04 No employee shall be discharged or discriminated against for lawful Union activities, or performing services on a Union committee outside working hours or for reporting to the Union the violation of any provisions of this Agreement.

2.05 The Union shall be provided with the following information once per four (4) or five (5) week period:

- 1) A list containing the names of employees who have terminated their employment during the previous four (4) or five (5) weeks;
- 2) A list of new appointments to full-time positions and their classification, store number, distribution code and effective date of appointment;

- 3) A list of full-time employees reduced to part-time;
- 4) A list of status changes (for example going from Courtesy Clerk to Sales/Service Clerk) and Department Manager appointments with store number, distribution code and effective date.

2.06 The **Employer** agrees, twice per year upon request from the Union, to provide the employee's Social Insurance Number, hourly rate of pay, address and employee number.

2.07 The **Employer** agrees to provide the above information to the Union in a computer usable form or electronic medium as determined by the **Employer**. The Union is responsible for any conversion required in the event the medium is incompatible with their system.

2.08 **Orientation**

A Shop Steward designated by the Union will be allowed to introduce themselves to new employees either on shift or off shift. Such time will be permitted after notifying the manager or supervisor, will not exceed ten (10) minutes and shall not unduly interfere with the employee's regular duties. A Union Representative shall also be entitled to attend any such meeting. This meeting is expected to take place during the employee's first scheduled work week. The Shop Steward or Union Representative may request from the Store Manager a list of new hires each week. Such list will be provided in a timely manner.

ARTICLE 3 DEDUCTION OF UNION DUES

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

ARTICLE 4 PROBATIONARY PERIOD

4.01 New employees shall be on a probationary period for two hundred and forty (240) hours worked. **Employees who are hired into the classification of Pharmacy Assistant, Journeyman Baker, Bakery Production or Management Trainee shall have a probationary period of three hundred (300) hours worked.** The **Employer**, at their discretion, may discharge any probationary employee within the above time limit and said employee shall have no recourse to the Grievance and Arbitration **Articles** of this Agreement. It is understood that for the purpose of this **Article**, hours worked shall not include orientation and training hours to a maximum of an additional thirty (30) hours.

ARTICLE 5 HOURS OF WORK

5.01 The normal basic work week for full-time employees shall be thirty-seven (37) hours per week, to be worked in five (5) shifts scheduled by Management as follows:

- (1) four (4) shifts of eight (8) hours each and one (1) shift of five (5) **hours each, OR**
- (2) two (2) shifts of eight (8) hours each and three (3) shifts of seven (7) hours each.

Current full-time Department Managers, Assistant Department Managers, Management Trainees, Night Crew Lead Hands and Pharmacy Assistants whose normal basic work week is currently thirty-seven (37) hours, will have a one-time option to remain at thirty-seven (37) hours or move to a forty (40) hour basic work week. Current full-time employees must inform the Employer, in writing, no later than Friday April 29, 2022. The forty (40) hour work week for those opting in will begin Sunday May 15, 2022.

The normal basic work week for all employees appointed as full time Department Managers, Assistant Department Managers, Management Trainees, Night Crew Lead Hands and hired as (or made) full time Pharmacy Assistants after April 1, 2022 shall be forty (40) hours per week as scheduled by Management.

5.02 With the exception of the meal period, a full-time employee's shift for the day shall be comprised of consecutive hours of work.

5.03 In a week in which one (1) General Holiday occurs, the basic work week for full-time employees shall be twenty-nine and one-half (29½) hours. **For full-time employees who regularly work a forty (40) hour week, the basic work week shall be thirty-two (32) hours in a week in which one (1) General Holiday occurs.**

5.04 In a week in which the **Employer** observes two (2) General Holidays, the basic work week for full-time employees shall be twenty-two and one-half (22½) hours. **For full-time employees who regularly work a forty (40) hour week, the basic work week shall be twenty-four (24) hours in a week in which two (2) General Holidays occur.**

5.05 Full-time employees will not be required to work more than two (2) evenings per week, **one (1) evening per week for those full-time Sales/Service Clerks (excluding those working as Night Crew) with twenty (20) or more years of seniority or Pharmacy Assistants with twenty-five (25) years or more of seniority** when the store is open for evening shopping, unless they are willing to do so.

5.06 Employees shall have a minimum of ten (10) hours off between scheduled shifts, unless otherwise mutually agreed between the **Employer** and the employee.

5.07 **Express Check Stand**

Employees will not be required to work in the express check stand **or a self checkout** for longer than four (4) hours in any one (1) day except in the case of an emergency or by mutual agreement between the employee and the **Employer**. There will be a five (5) minute leeway to complete the order of a customer and/or the transfer of the cash register to another employee.

5.08 The **Employer** will schedule full-time employees two (2) consecutive days off (Saturday/Sunday OR Sunday/Monday) once every four (4) weeks, except in the week of a General Holiday. The **Employer** shall schedule full-time employees an equal number of Saturday/Sunday or Sunday/Monday combinations off (minimum of four (4) Saturday/Sunday combinations) over the year providing the employee is desirous of same. Should a full-time employee prefer to have some other days off at the time **they** would normally be scheduled for two (2) consecutive days off, as set out above, the employee shall advise the **Employer**, in writing, by Thursday of the preceding week and, in such an event, the employee will forfeit **their** two (2) consecutive days off in that four (4) week period.

Provided the full-time employee advises the **Employer**, in writing, at least one (1) month before the commencement of **their** vacation, the **Employer** agrees to schedule one (1) of the employee's Saturday/Sunday or Sunday/Monday combinations to coincide with the employee's vacation, once per year.

Upon request, a part-time employee (including Courtesy Clerks) will be scheduled a Saturday off a minimum of four (4) times per calendar year, with a minimum of one (1) approved request per three (3) month period. Upon request, a part time employee hired after March 23, 2014 will be granted the adjacent Sunday off without being considered in violation of the provisions outlined in Article 6.05.

This language does not impact a part-time employee's ability to request additional Saturdays off, in accordance with Article 18.17(d).

5.09

Posting Work Schedule

1. (i) The **Employer** will post a weekly work schedule for the period of two (2) consecutive weeks.

Each week thereafter the current schedule will be removed and replaced with another schedule for the week following the week already posted. There will always be two (2) consecutive one (1) week schedules posted on the bulletin board.

Requests for time off must be received by Tuesday noon prior to the schedule covering the affected days being posted except in extremely unusual circumstances.

This system of posting schedules shall continue unless the Union and the **Employer** mutually agree to revert back to a one (1) week schedule at a time, or to amend it.

- (ii) The **Employer** shall post weekly schedules for full-time and part-time employees as indicated above in sub-**article** 5.11(1)(i) no later than Thursday, 6:00 p.m. (no later than Friday noon during the week of a General Holiday) of each week for the week after for the following week. If the new schedule is not posted by Thursday, 6:00 p.m. (no later than Friday noon during the week of a General Holiday), then the schedule already posted shall apply for the week after the following week. The **Employer** has the right to call in other part-time employees, not previously scheduled to work, if required by the business, as indicated in sub-**articles** 9.04 and 18.14.

2. The schedule of employees working full-time may be changed without notice in the event of an unscheduled absence of employees or in the event of emergencies, such as snow storm, flood, breakdown of machinery, or other instances of force majeure. In all other cases, at least forty-eight (48) hours' notice of change must be given, or four (4) hours' additional pay, at the straight time rate, in lieu of notice.

The foregoing shall not apply to employees other than full-time. Notice to such other employees shall be given as far in advance as possible, by the **Employer**.

3. The **Employer** agrees to limit the scheduling of full-time employees on Saturday after 6:30 p.m. to the minimum required to properly operate the business and where such a schedule is necessary, the schedule will be rotated among the full-time employees in the department who normally perform such work.

4. **Time Recording Device**

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

5. Any employee who for any reason fails to record all time worked in the manner required by sub-**article** 5.11 (4) shall be disciplined as follows:

1st violation: a written warning.

2nd violation: three (3) working days' suspension without pay during one (1) week. Full-time employees will only be permitted to work two (2) days during such a week.

For part-time employees, second violation to be one (1) calendar week up to a maximum of three (3) days.

3rd violation: two (2) weeks' suspension.

4th violation: termination of employment.

The suspension shall take place within thirty (30) days of the notification from the Union in writing or such longer period as may mutually be decided between the **Employer** and the Union, unless subject to the grievance procedure.

Any such dispute shall be subject to the Grievance and Arbitration **Articles** of this Agreement. Any employee terminated for the above reasons shall not be entitled to notice or pay in lieu of notice. Management agrees to assume its full responsibility in seeing that all employees are compensated for all time worked.

5.10

Meal and Rest Periods: Full-time Employees

A meal period without pay for employees working a daily shift of six (6) hours or more shall not be less than thirty (30) minutes' and not more than sixty (60) minutes' uninterrupted duration and shall start not earlier than three (3) hours nor later than five (5) hours after commencement of the employee's shift. There shall be no exceptions to the meal period, except as provided below.

Times at which such meal periods are taken shall be scheduled by Management.

The **Employer** agrees to grant rest periods with pay to all employees working a five (5) or more hours' shift, one (1) rest period to be granted before and one (1) after the meal period.

On a five (5) hour shift, or for any full-time employees entitled to night shift premiums, meal periods may be waived by mutual agreement between an employee and the **Employer**.

Rest periods for all employees shall not begin until one (1) hour after commencement of work or less than one (1) hour before either the meal period or the end of the shift and shall not be combined with the meal period.

The **Employer** and the Union agree rest periods shall be scheduled by the **Employer**, and shall consist of fifteen (15) minutes' uninterrupted duration.

If an employee is required to work overtime on the completion of an eight (8) hour shift, and if the **Employer** does not schedule a meal period without pay, then the employee will be scheduled a fifteen (15) minute rest period with pay within half (1/2) an hour of the end of the first shift, providing the overtime is for two (2) hours or more.

In the event a full-time employee is not scheduled for the entire normal basic work week, excluding weeks in which an employee takes a single day of paid vacation, sick leave, bereavement leave, union leave or jury duty leave, they shall be scheduled meal and rest periods in accordance with sub-article 5.11.

5.11

Meal and Rest Periods: Part-time Employees

- (1) A daily shift of more than three (3) hours and up to and including five (5) hours shall have one (1) rest period with pay. On a five (5) hour shift, or for any part-time employees entitled to night shift premiums, meal periods may be waived by mutual agreement between an employee and the **Employer**.
- (2) A person working a daily shift of more than five (5) hours, but less than seven (7) hours, shall have one (1) rest period, with pay, and

one (1) thirty (30) minute meal period, without pay, or by mutual agreement between the **Employer** and the employee, two (2) rest periods, one (1) with pay and one (1) without pay.

- (3) Rest periods for all employees shall not begin until one (1) hour after commencement of work or shall end not less than one (1) hour before either the meal period or the end of the shift and shall not be combined with the meal period. For shifts of five (5) hours or longer, the rest periods, or meal periods where applicable, shall not commence earlier than one and one half (1½) hours after the start of the shift, nor less than one and one-half (1½) hours before the end of the shift.
- (4) One (1) meal break of not less than thirty (30) minutes or more than sixty (60) minutes, without pay, and two (2) rest periods with pay shall be scheduled for employees who work a daily shift of seven (7) or more hours.
- (5) If an employee is required to work overtime on the completion of an eight (8) hour shift, and if the **Employer** does not schedule a meal period without pay, then the employee will be scheduled a fifteen (15) minute rest period with pay within half (1/2) an hour of the end of the first shift, providing the overtime is for two (2) hours or more.
- (6) The **Employer** and the Union agree rest periods shall be scheduled by the **Employer**, and shall consist of fifteen (15) minutes' uninterrupted duration.

5.12 **Emergency Pay and Change in Work Schedule**

In the event of a snow storm, a full-time employee who reports late for work, but in any event within the first three (3) hours of **their** scheduled shift, shall receive pay for **their** full shift. All other employees shall be paid only for the hours worked. It is further understood that overtime rates will not apply until an employee has completed eight (8) working hours.

In the event of fire, flood, breakdown of machinery, or other instances of force majeure, the **Employer** will endeavour to provide employment in such other of its stores within Seniority Zone One not so affected.

5.13 **Night Stocking**

- (1) In stores where night stocking is in effect one (1) or more days per week, there will be one (1) employee appointed on night stocking crew to act as Lead Hand. A premium of seventy-five (75¢) cents per hour will be paid to the Lead Hand for all time so appointed, including General Holiday pay and overtime. On days where the Lead Hand

is not available, another employee on that shift will be **appointed to act as a Lead Hand and paid** the premium for all time appointed.

Any employee appointed by the Employer to relieve the full time Lead Hand for at least one (1) full calendar week will have a basic work week of forty (40) hours while relieving.

- (2) Normal night stocking operation for full-time employees shall not exceed three (3) months over a six (6) month period. The **Employer** agrees to notify, in writing, at least one (1) week in advance, any employee scheduled to work on normal night stocking, except in the event of an emergency. Normal night stocking shall be defined as five (5) or more night shifts per week. Under unusual circumstances and by mutual agreement between Management and the employee, the time limits set forth in the above paragraphs may be changed.
- (3) The **Employer** will endeavour not to schedule Sales/Service Clerks to work the midnight shift after they have been in the employ of the **Employer** twenty-five (25) years or more, subject to the needs of the **Employer** to maintain an efficient work force.
- (4) No employee shall be scheduled to work alone on night stocking in any store, except in case of emergency.
- (5) The **Employer** agrees that employees working the night shift will not be scheduled to commence work before Sunday midnight, except in cases of emergency or by mutual agreement between the **Employer** and the employee.
- (6) There will be a minimum of twelve (12) hours between the end of the employee's day shift and the beginning of the employee's night stocking shift and also between the end of the employee's night stocking shift and the beginning of the employee's day shift.

ARTICLE 6 OVERTIME

6.01 All time worked in excess of the normal, basic work week, as defined in **Article 5**, sub-articles 5.01, 5.03, 5.04 or the regular working day scheduled by the **Employer**, which shall not exceed the scheduled work day of the employee, as outlined in sub-article 5.01 of this Agreement, shall be paid for at the rate of time and one-half (1½) the employee's regular rate.

Part-time employees shall be paid overtime, at the rate of time and one-half (1½) their regular, hourly rate, for all hours worked in excess of eight (8) hours in a shift or in excess of the normal basic work week.

It is agreed that both daily and weekly overtime shall not be paid for the same hours. Such extra hours worked shall not be included in computing the normal basic work week.

6.02 All time worked by full-time employees on their scheduled day off, when forty-eight (48) hours' notice has not been given and no emergency exists, shall be paid for at the rate of time and one half (1 ½) of the employee's regular hourly rate for all time so employed.

6.03 All overtime must be authorized by Management.

6.04 Overtime shall be by mutual consent (subject to this **Article**) and shall be offered to the most senior employee on the shift, in the department and thereafter in decreasing order of seniority, providing the employee has the ability and qualifications to perform the work of the required overtime. It is further understood that the efficient operation of the business may require overtime, and in this event the most junior employees on this shift in the department, in increasing order of seniority, who have the ability and qualifications to perform the work, shall then do the required work.

6.05 The following conditions will prevail regarding work done on Sunday:

- (a) All work done on Sunday will be at regular rates plus one (\$1.00) dollar per hour premium;
- (b) Sunday will be considered the first day of the work week for payroll purposes;
- (c) The **Employer** will staff its stores on a voluntary basis subject to this **Article**. It is understood that in the event that sufficient employees do not volunteer for work on Sunday, the **Employer** will have any of the following options:
 - (i) obtain volunteers from another store;
 - (ii) meet with the Union to establish in a store or stores another procedure satisfactory to the Union and to the **Employer**; or
 - (iii) hire new employees to work on Sunday. It is understood and agreed that employees hired after March 23, 2014 by virtue of accepting employment with the **Employer** constitutes the employees voluntary agreement to work Sundays, provided that this does not violate the Employment Standards Act.
- (d) It is agreed that (b) above will not stop the **Employer** from scheduling either Saturday/Sunday or Sunday/Monday as consecutive days of rest.

- (e) Hours of work on Sunday will not be part of the work week for the calculation of any “assurance of hours.”

6.06 Compensating time off shall not be given in lieu of overtime pay.

ARTICLE 7 JOB SECURITY - FULL-TIME EMPLOYEES

7.01 The **Employer** agrees that effective March 25, 2018 not less than fifteen (15%) percent of all employees working in the bargaining unit, excluding Courtesy Clerks, shall be employed as full-time employees for the duration of this Agreement. The **Employer** agrees that the change in the full-time ratio will not be used to reduce any current full-time employee to part-time. The reduction from twenty (20%) percent to fifteen (15%) percent will be achieved through attrition.

7.02 The calculation of the number of full-time jobs shall be done four (4) times per year. The calculations will occur within two (2) weeks of the end of the three (3) or four (4) period quarter (1/4) as determined by the **Employer**.

7.03 The total number of employees will be the average number of employees who work each week in the three (3) or four (4) accounting periods prior to the calculation date.

7.04 Full-time employees who are counted will be those who have full-time status on the date of the count and will include for example, employees on vacation, leave of absence (to a maximum of one (1) year unless exceeded by law), Weekly Indemnity, WCB, LTD and any other approved absence. Employees noted in this **Article** will be included in the count of full-time employees but will not be included in the total number of employees used to calculate the percentage.

7.05 The **Employer** agrees to provide to the Union upon request, all necessary documentation and information so as to ensure that the full-time ratio is being maintained.

7.06 In the event a deficiency in the full-time ratio is determined to exist the **Employer** agrees to remedy the deficiency within four (4) weeks of the end of the last accounting period under consideration.

ARTICLE 8 GENERAL HOLIDAYS

8.01 The following days shall be considered as General Holidays. An employee's pay for a General Holiday shall be as set out in sub-**articles** 8.03 and 8.04 below:

New Year's Day
Louis Riel Day
Good Friday
Victoria Day
Canada Day
Civic Holiday

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

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

The **Employer** may designate the Good Friday General Holiday to be observed in the following week for those employees who volunteer to do so provided it gives the Union twenty one (21) days advance notice.

In situations where there are more volunteers in a department who wish to observe Good Friday in the following week than are needed by the **Employer**, the senior employee will be given preference subject to the **Employer** having sufficient qualified employees on duty to efficiently operate the business. For those full-time employees who observe Good Friday in the following week they will be given either the Monday or Saturday as their day off in the week following Good Friday, unless mutually agreed to between the **Employer** and the employee.

Where mutual agreement between the **Employer** and the Union is reached, this provision may be applied to other General Holiday weeks.

8.02 In order for a full-time or part-time employee to receive pay for a General Holiday, **they** must:

- (1) not have been voluntarily absent from work on the scheduled work day prior to and following such Holiday;
- (2) have worked **their** full, regular designated weekly hours for the week in which Holidays, a Holiday, or portion of a Holiday occur, except for bona-fide illness.

Any employee on leave of absence (except employees disentitled for General Holiday pay as set out in the following paragraph) granted by the **Employer**, at the request of the employee, shall not qualify for a General Holiday with pay if **they are** absent on both **their** last scheduled work day prior to, and **their** first scheduled work day following the General Holiday.

Any employee receiving a payment under the Plan 1 Weekly Indemnity Benefit, or Workers Compensation, for the full week in which the General Holiday(s) occurs, shall not be entitled to General Holiday pay.

- 8.03 (a) Eligible full-time employees shall suffer no reduction in their pay for a General Holiday as set out in sub-**article** 8.01 above.
- (b) Full-time employees working on General Holidays, designated in **Article** 8 of this Agreement, shall be paid the regular, hourly rate they would have received had they not worked, plus an additional double (2x) time said hourly rate for all time required to be on duty. Employees other than full-time, working on General Holidays, designated in **Article** 8 of this Agreement, shall be paid their regular, hourly rate they would have received had they not worked, plus additional time and one-half (1½) said hourly rate for all the time required to be on duty.
- 8.04 Eligible part-time employees shall be compensated as follows:
- (a) All part-time employees who have been employed thirty (30) calendar days or more and have worked and/or were paid an average of at least thirty-two (32) hours or more per week in the four (4) weeks preceding the week in which a General Holiday occurs, shall receive eight (8) hours' pay at **their** regular, hourly rate for each Holiday.
- (b) All part-time employees who have been employed thirty (30) calendar days or more and have worked and/or were paid an average of at least twenty (20) hours a week, but less than thirty two (32) hours per week in the four (4) weeks preceding the week in which a General Holiday occurs, shall receive six (6) hours' pay at **their** regular, hourly rate for each Holiday.
- (c) All part-time employees who have been employed thirty (30) calendar days or more and have worked and or were paid an average of at least ten (10) hours a week, but less than twenty (20) hours per week in the four (4) weeks preceding the week in which a General Holiday occurs, shall receive three (3) hours' pay at **their** regular, hourly rate for each Holiday.

ARTICLE 9 WAGES

9.01 The hourly rates of wages for all employees coming under this Agreement shall be as set out in Appendix B of this Agreement. Where an individual employee's weekly or hourly wage is higher, such wage or hourly rate of wages shall not be reduced by reason of this Agreement except where specifically provided. The rates of pay provided in Appendix B will not be changed without first discussing changes with the Union.

9.02 New employees may be provided a previous experience credit to a maximum of five thousand and one (5001) hours except for Bakery /Meat Production classification which will be to a maximum of six thousand and one (6001) hours, in their designated classification, provided:

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

The **Employer** may exceed these maximums or waive the requirements above for individual employees where in its opinion it will best serve the interest of the business. The **Employer** will be fair and reasonable when determining the amount of credit the employee will receive and agrees to notify the Union of the event where an employee is granted credit in excess of sub-**article** 9.02.

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

9.04 **Scheduled or Call-in Time**

Employees scheduled or called in and who report for work, shall, if required to work less than four (4) hours, receive four (4) hours' pay at their regular hourly rate.

9.05 **Travel Time**

Any employee who is transferred, at the request of the **Employer**, from one (1) store within Seniority Zone One to another within Seniority Zone One during the regular working day, shall be paid **their** regular, hourly rate for all reasonable travelling time. Employees shall be compensated for actual expenses of public transportation or its equivalent or the actual cost of taxi fare, if such transportation is required by the **Employer**.

9.06 **Evening Shopping Premium**

All employees who are scheduled to work twenty-two (22) hours or more per week, and who are required to work after 6:30 p.m. when the store is open for evening shopping, shall receive sixty-five (65¢) cents per hour, in addition to their regular, hourly rate of pay for each quarter (1/4) hour worked after 6:30 p.m. Premium pay for evening shopping shall not be added to the employees' hourly rate for the purpose of computing overtime under sub-**article** 6.01.

9.07 **Night Shift Premium**

Effective Sunday, April 3, 2022, any employee who is required to work on any day when the majority of **their** working hours fall between 10:00 p.m. and 5:00 a.m., or who starts **their** shift prior to 5:00 a.m., shall be paid a premium, in addition to **their** regular, hourly rate, of **one dollar and fifty (\$1.50) cents** per hour for all hours worked on the shift. Shift premium pay shall not be added to an employee's hourly rate for the purpose of computing overtime. The night shift premium shall be paid for all hours including General Holiday pay and overtime.

This sub-**article** shall not result in duplication of premiums.

9.08 **Person In Charge (PIC)**

When the Store Manager, First Assistant Store Manager and Second Assistant Store Manager have left the store for the day, one (1) employee will be designated as a Person in Charge (PIC). The employee will receive a premium of **eighty-five (85¢) cents, effective Sunday, April 3, 2022**, per hour for all hours worked after the Manager(s) has/have left the store for the day.

9.09 **Courtesy Clerk Long Service Premium**

Effective March 30, 2014 employees who have been classified as Courtesy Clerks for ten (10) years or more will receive a Courtesy Clerk long service premium of fifty (50¢) cents per hour for all hours worked or paid and employees who have been classified as Courtesy Clerks for twenty (20) years or more will receive a Courtesy Clerk long service premium of one (\$1.00) dollar per hour for all hours worked or paid. In addition to the duties in Appendix B-22 (5), Courtesy Clerks who are receiving these premiums may be asked to clean and face shelves.

ARTICLE 10 RELIEVING RATES OF PAY

10.01 **Store Manager**

Any employee relieving a Store Manager for one (1) day or more shall receive a minimum of one dollar and sixty-five (\$1.65) cents per hour in addition to their regular, hourly rate of pay for all time so employed. Any employee designated by the **Employer** to relieve a Store Manager for a full week will have, notwithstanding anything to the contrary contained in **Article 5** of this Agreement, a basic work week of forty (40) hours per week.

10.02 **First Assistant Store Manager**

Employees assigned to relieve a First Assistant Store Manager for one (1) day or more shall receive one dollar and thirty (\$1.30) cents per hour in addition to their hourly rate of pay. Any employee designated by the **Employer** to relieve a First Assistant Store Manager for a full week will have, notwithstanding anything to the contrary contained in **Article 5** of this Agreement, a basic work week of forty (40) hours per week.

10.03 **Second Assistant Store Manager, Produce Manager, Bakery Department Manager, Food Service Department Manager, Floral Department Manager, Meat Department Manager, Deli Manager, Coffee Bar Operator, Health and Wellness Manager**

Employees assigned to relieve any of the Managers above for a period of one (1) day or more shall receive seventy (70¢) cents per hour in addition to their hourly rate of pay.

Any employee designated by the **Employer** to relieve any of the excluded managers above for a full week will have, notwithstanding anything contrary contained in **Article 5** of this agreement, a basic work week of forty (40) hours per week.

10.04 **Full Service Meat Counter**

The full-time employee designated as responsible for the Full Service Meat Counter will receive a premium equal to the difference between the employee's current rate and the Meat Production rate of pay under Appendix B-6. Employees who were formerly full-time Meat Cutters or Meat Managers will receive a premium equal to the difference between their current rate and the Meat Cutter rate under Appendix B-13 for all hours.

Any employee who is designated to relieve the full-time employee in the Full Service Meat Counter for one (1) complete week or more will receive a premium of seventy (70¢) cents per hour for all hours worked.

10.05 In the event of an employee's rendering temporary service in a classification in which the rate is lower than has been received by **them**, their regular rate shall not be reduced.

10.06 Relief premiums noted above are not paid for the Manager's regular days off.

ARTICLE 11 VACATIONS WITH PAY

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

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

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

11.02 Full-time employees with less than one (1) year's full-time service by April 1st will receive an amount equal to four (4%) percent of their total wages earned during the period of employment for which no vacation allowance has been paid up to April 1st. Such employees shall be allowed time off for vacation purposes, without pay, up to two (2) consecutive weeks during the months of April 1st to September 30th, inclusive, unless otherwise mutually agreed to between the employee and the **Employer**.

11.03 Vacation entitlement for full-time employees based on years of continuous full-time service will be as follows (with the exception of part-time employees going to full-time as set out in sub-**article** 11.19):

one (1) or more years by April 1st - two (2) weeks' vacation with pay;

three (3) or more years by April 1st - three (3) weeks' vacation with pay;

eight (8) or more years by April 1st - four (4) weeks' vacation with pay, (with the exception of the first calendar year when an employee qualifies for the fourth week by October 1st);

thirteen (13) or more years by April 1st - five (5) weeks' vacation with pay, (with the exception of the first calendar year when an employee qualifies for the fifth week by October 1st);

eighteen (18) or more years by April 1st - six (6) weeks' vacation with pay, (with the exception of the first calendar year when an employee qualifies for the sixth week by October 1st);

Effective March 25, 2018, only employees with twenty-three (23) or more years by April 1st, 2018 shall receive seven (7) weeks' vacation with pay.

Employees hired after November 21, 1993 will not be entitled, when qualifying for a fourth, fifth or sixth week of vacation, to the October 1st cut-off period instead of April 1st. April 1st shall apply to said new employees for all vacation entitlements under **Article 11**.

11.04 Employees with five (5) years of employment in the past ten (10) years, upon completion of one (1) year of full-time service from their most recent full-time employment date, shall be entitled to three (3) weeks' vacation with pay.

11.05 Full-time employees shall be granted a minimum of two (2) consecutive weeks' vacation with pay during the months of April 1st to September 30th.

The balance of the vacation entitlement during that period shall be scheduled by the **Employer** unless otherwise agreed to between the employee and the **Employer**, except for requests for consecutive vacation under sub-**article 11.06** or unless otherwise mutually agreed to between the employee and the **Employer**.

11.06 Full-time employees entitled to three (3), four (4), five (5), six (6) and seven (7) weeks' vacation with pay shall be granted said vacations consecutively, during the months of January, February, March, April, May, October and November if requested.

During the months of June, July, August, September and December, vacation with pay may be granted consecutively if mutually agreed to between the employee and the **Employer**.

The Employer may indicate “restricted” weeks on the vacation schedule which can be requested and may be approved on an individual basis. Requests for vacation on a “restricted” week shall not be unreasonably denied. If denied, upon request, the employee will be provided an explanation for the operational requirements that resulted in the denial.

A maximum of two (2) weeks' vacation (**effective the 2023 vacation year the maximum shall be three (3) weeks**) may be split into single vacation days.

11.07 The vacation period shall be January 1st to December 31st, unless otherwise mutually agreed to between the employee and the **Employer**.

11.08 **General Holiday Occurring During A Vacation**

When a General Holiday occurs during a full-time employee's vacation period, an extra day's vacation shall be granted if the holiday is one which the employee would have received had **they** been working. The parties agree that the preferred method of scheduling vacation is by mutual agreement however if mutual agreement cannot be reached when the day is to be scheduled it will be scheduled in accordance with sub-**article** 11.18.

11.09 A full-time employee's approved scheduled vacation dates will not be changed by the **Employer** without two (2) weeks' prior notice and in no event will they be changed if the employee produces evidence of more than fifty (\$50.00) dollars obligations committed, prior to the two (2) weeks' notice.

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

11.11 Full-time vacation entitlement must be taken in the calendar year and shall not be carried over to the next calendar year.

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

Part-time

11.13 Part-time employees will receive vacation pay allowance based on their previous year's total wages earned January 1st to December 31st.

Entitlement will be based on years of continuous service with the **Employer** to December 31st of each year as outlined below:

less than three (3) years	four (4%) percent
three (3) years and more	six (6%) percent
eight (8) years and more	eight (8%) percent
thirteen (13) years and more	ten (10%) percent
eighteen (18) years and more	twelve (12%) percent

Effective March 25, 2018, only employees with twenty-three (23) years or more of continuous service with the **Employer** as of March 25, 2018 will receive fourteen (14%) percent

11.14 Employees with five (5) or more years of employment in the last ten (10) years shall receive six (6%) percent of their total wages earned for the vacation period for which they have not received any vacation pay.

In the administration of this sub-**article**, the employee must work fifty (50%) percent of the regular full-time hours worked in a year to establish one (1) year of service (in accordance with *the Employment Standards Code*).

11.15 Upon written request of the employee, the **Employer** agrees to grant time off for vacation purposes without pay, based on the full-time employees' schedule for the vacation entitlement for the number of weeks entitlement only. Two (2) weeks shall be granted during the months of June, July, August, September or December, the balance to be granted by the **Employer** in any other month, unless otherwise mutually agreed to between the **Employer** and the employee.

General

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

11.17 The vacation schedule for all employees shall be in circulation by December 15th. Employees may request weeks of vacation and such requests made up to February 1st will be scheduled in accordance with sub-**article** 11.18. The finalized vacation schedule will be posted by March 1st setting out each employee's vacation entitlement or time off for vacation purposes for the year.

Requests for vacation during the months of January through to April shall be made to the **Employer** and if approved and taken shall also be set out in this schedule.

11.18 The **Employer** reserves the right to determine the vacation period for each employee, subject to the provisions above and the provisions of **Article** 18 of this Agreement. This discretion will be applied reasonably in consideration of business requirements and all other relevant considerations. In all vacation related matters full-time employees will be deemed senior to part-time employees.

11.19 A part-time employee proceeding to full-time employment, after a minimum of one (1) year of full-time service since **their** most recent full-time employment date, will be credited with the number of hours accumulated during the employee's continuous service with the **Employer** as a part-time employee and provided the employee's service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours of a full-time employee to establish the appropriate yearly credit for future vacation entitlements as provided in sub-**article** 11.03. **For purposes of this sub-article, the "annual hours of a full-time employee" will be one thousand nine hundred and twenty-four (1924) hours.**

11.20 Part-time employees' vacation pay shall be paid during the month of February of each year.

11.21 **Vacation Pay During a Leave of Absence**

A part-time employee on an approved leave of absence for Maternity or Parental leave or Employment Insurance (EI) Sickness Benefits may make a written request to the Human Resources Director, no later than January 15th for the year vacation pay is payable (and no later than three (3) weeks before a full-time employee ceases working for the **Employer** to go on an approved leave of absence for Maternity or Parental leave), for the **Employer** to defer payment of part-time vacation pay allowance (or full-time vacation entitlement under sub-**article** 11.03) until after completion of the leave. Payment will be made within three (3) weeks of the employee's return to work, if written notification of return is forwarded to the Human Resources Director in accordance with the filing requirements of EI as they may exist from time to time. In such instance the vacation pay shall be allocated to the week it is paid.

11.22 **Single Days of Vacation Protocol**

- (1) Full time employees may use a maximum of two (2) weeks (**effective the 2023 vacation year the maximum shall be three (3) weeks**) of their entitlement in less than full week increments. The parties agree to reconsider this maximum in December of each year to determine if administrative efficiencies would allow for that amount to be expanded. If mutual agreement exists a change will be made for the next vacation year.
- (2) Notwithstanding anything to the contrary in the Collective Agreement, full time employees may choose to not schedule two (2) weeks of their vacation entitlement in order to use these days for less than full week increments. These two (2) weeks may increase depending on the decisions made in (1) above.
- (3) All requests for single day increments must be provided to the Store Manager at least fourteen (14) days in advance and will be approved at the **Employer's** sole discretion, but will not be unreasonably denied. This notice period can be waived by the **Employer** at its discretion.
- (4) Any authorized absences (not including illness or Union leave) of four (4) hours or more in any one (1) day will be paid from the employee's vacation entitlement. Any authorized absence of four (4) hours or less in any one (1) day will either be paid from the employee's vacation entitlement or taken as an unpaid personal leave of absence at the employee's discretion.

- (5) **Employees electing to use fifteen (15) individual days of vacation must take at least five (5) of those individual days prior to June 30th of each year.** All remaining individual days of vacation must be scheduled or taken by October 1st of each year. Those days that are not scheduled or taken by October 1st will be scheduled by the **Employer** at its sole discretion.
- (6) In the event that an employee has scheduled an entire week off on the vacation schedule but has less than a full week of hours remaining in **their** vacation entitlement, **they** may request to take off, without pay, the portion of the week for which **they** do not have paid vacation entitlement for. Alternatively, the employee can request to be scheduled for the portion of the week for which **they** do not have paid vacation entitlement for. In either alternative, these requests will be approved at the sole discretion of the **Employer**.
- (7) Full-time employees shall receive their vacation pay as part of their regular payroll cycle.
- (8) **It is understood that full-time employees who use vacation in less than full week increments must exhaust all vacation days that are not being used as part of a full week increment prior to requesting an unpaid leave of absence (excluding those leaves included in the *Manitoba Employment Standards Code*) or a request for unpaid time off.**

ARTICLE 12 MANAGEMENT'S RIGHTS AND FUNCTIONS

12.01 The Management of the **Employer** and the direction of the working force, including the right to plan, direct and control store operations, to maintain the discipline and efficiency of the employees and to require employees to observe **Employer** rules and regulations; to hire; lay off or assign employees' working hours; transfer; promote; demote; discipline, suspend or discharge employees for proper cause, are to be the sole right and function of the Management.

12.02 The **Employer** shall be the sole judge as to the merchandise to be handled in its stores.

12.03 The foregoing enumeration of Management's rights shall not be deemed to exclude other functions not specifically set forth. The Management, therefore, retains all rights not otherwise specifically covered in this Agreement.

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

ARTICLE 13 HEALTH AND SAFETY

13.01 The **Employer**, the Union and the employees mutually agree to co-operate in maintaining and improving safe working conditions in all of the **Employer's** stores.

13.02 The **Employer** agrees to maintain adequate heating in all of its stores.

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

13.04 A Health and Safety Committee shall be established for each store and both the **Employer** and the Union shall appoint two (2) Committee members from each store. In addition, one (1) alternate may be appointed by the Union and one (1) by the **Employer**. The meetings will be held quarterly at a store or otherwise mutually agreed location. When urgent health and safety issues arise between the quarterly meetings and are presented to the **Employer** or the Union, the **Employer** will respond to the issue, or will convene a Health and Safety Committee meeting.

The Union or any employee may bring to the attention of the **Employer** any health and safety concerns and such issues will be addressed by the Committee. The **Employer** will act as promptly as reasonably possible in responding to any health and safety concerns raised.

The **Employer** will endeavour to schedule Health & Safety Committee meetings during the scheduled work shift of the Committee members. Where this is not possible, employees on the Committee will be compensated at their regular rate of pay for time spent in the meeting. In such cases, the minimum call-in would not apply, but employees will be paid not less than one (1) hour's pay.

The **Employer** or Union Co-chair of the Health and Safety Committee will forward copies to the Union of all Health and Safety meeting minutes within fourteen (14) calendar days of completion of the meeting.

13.05 **Health & Safety Committee**

A Provincial Joint Health & Safety Committee will be established to meet up to two (2) times per year, or more often if necessary, to address health & safety issues raised by either party. The Committee shall be comprised of a maximum of four (4) representatives from the **Employer** and four (4) representatives from the Union. **Sobeys Capital Incorporated – Safeway Operations** employees will suffer no reduction in their pay on account of service on this Committee.

13.06 The **Employer** and the Union agree to share the cost of the fee for a Standard First Aid & CPR training course for any members of the bargaining unit who are on the Health & Safety Committee who wish to take same.

13.07 **Water Bottles**

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

13.08 **Ergonomic Hazards**

The **Employer** recognizes the importance of eliminating or reducing ergonomic hazards in the workplace to improve workers' wellbeing and to prevent injuries.

13.09 **Notice of Injury**

In the event an employee is injured due to an event arising out of, and in the course of employment, if medically possible, the injured employee will be promptly assisted by Management and fill out a notice of injury form. A copy of said form shall be provided to the injured employee immediately following the report of the incident. The notice of injury form will be in compliance with the *Manitoba Workers Compensation Act*.

13.10 **Payment of Shift When an Employee is Injured During the Shift**

The **Employer** agrees to pay any employee injured during a shift for the balance of the employee's scheduled shift.

ARTICLE 14 PAYMENT FOR MEETING ATTENDANCE

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

ARTICLE 15 STRIKES AND LOCKOUTS

15.01 It is mutually agreed that there shall be no strikes, lockouts, stoppages of work or slow-downs during the life of this Agreement.

ARTICLE 16 UNION REPRESENTATIVE'S VISITS TO STORES

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

16.02 The interview of an employee by a Union Representative shall be permitted after notifying the Store Manager, and shall be:

- (1) carried on in a place in the store designated by Management;
- (2) held whenever possible during the lunch period. However, if this is not practical,
- (3) during regular working hours. Time taken for such interview in excess of five (5) minutes shall not be on **Employer** time unless with the approval of Management;
- (4) held at such times as will not interfere with service to the public. No interview shall be held on Friday, Saturday, or any day after 4:00 p.m. or on the day preceding a General Holiday, except in cases of employees who work only Fridays, Saturdays, or after 3:30 p.m.

16.03 The Union Representatives shall not discuss grievances with the Store Manager. Such matters shall be presented to the **Employer** in accordance with the provisions of **Article 26** of this Agreement.

16.04 Union Representatives shall be permitted to review the hours of work schedule and in the event of any discrepancies, they shall be presented under **Article 26** of this Agreement.

ARTICLE 17 LEAVES OF ABSENCE

17.01 The **Employer** agrees to allow time off work without pay for up to twelve (12) employees in the bargaining unit, who are elected to attend Union conventions or designated to attend negotiations, or to attend Union business, for a period of not more than fourteen (14) calendar days.

 The Union will give the **Employer** a minimum of two (2) weeks' notice in regard to such requests.

17.02 Any employee with one (1) year or more of service with the **Employer** may request a leave of absence, without pay, of up to four (4) weeks. The request shall be made in writing, giving full details, and same shall be considered by the Management on an individual basis. The granting of such requests shall not be

unreasonably withheld by the **Employer**. **An employee may request a leave of absence without pay of up to six (6) weeks once during the lifetime of this agreement.**

17.03 Upon two (2) weeks' prior notice in writing from the Union, the **Employer** agrees to grant a leave of absence of up to one (1) year to a maximum of one (1) employee per Seniority Zone who is elected or appointed to a full-time position in the Union. Such leave of absence shall be without pay or other benefits. The Union agrees to notify the **Employer** at least two (2) weeks in advance of the employee's return to work for the **Employer**.

17.04 **Maternity Leave / Parental Leave / including Adoption Leave**

A. **Maternity Leave**

A female employee shall be granted a maternity leave of absence by the **Employer**. Said employee shall be re-employed by the **Employer** after the birth, and must do so within seventeen (17) weeks unless she is entitled and so chooses to take parental leave immediately following her maternity leave.

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

Accumulated paid sick leave and/or Plan 1 Weekly Indemnity Benefits required because of a disabling medical condition directly attributable to pregnancy, shall be granted to qualified employees under the same conditions as these benefits are granted to other disabled employees who qualify under the terms of the Plan(s).

B. **Parental Leave / Adoption Leave**

(1) **Entitlements**

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

(a) who,

- i) in the case of a female employee, becomes the natural mother of a child,
- ii) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or

- iii) adopts a child under the law of a Province; and
- (b) who submits to the **Employer** an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to and shall be granted parental leave, consisting of a continuous period of up to **sixty-three (63)** weeks.

(2) Commencement of Leave

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

(3) Late Application for Parental Leave

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

C. Reinstatement of Employee

- (1) An employee who wishes to resume employment on the expiration of any of the leaves granted in accordance with this **Article** shall notify the **Employer** in advance of not less than three (3) calendar weeks of the day **they** intend to return to work. The employee shall be reinstated in the position occupied by **them** at the time such leave commenced, or in a comparable position with not less than the same wages and benefits. In the event that an employee takes only maternity leave, said employee must provide the **Employer** with a Doctor's Certificate certifying her to be medically fit to work.

- (2) Seniority will continue during the leave and benefits accumulated prior to the leave will be maintained and not paid during the leave, except that employees who qualify under Plan 1 may elect to continue to pay the premium themselves during their leave.

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

17.06 **Family Responsibility Leave**

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

17.07 **Compassionate Leave**

The **Employer** agrees to grant time off consistent with the Compassionate Leave provisions of *the Manitoba Employment Standards Code*.

17.08 **Domestic Violence Leave**

Employees who are victims of domestic violence will be entitled to Domestic Violence Leave in accordance with *The Manitoba Employment Standards Code* as of March 25, 2018.

ARTICLE 18 SENIORITY

Full-time

18.01 Seniority for full-time employees shall be defined as "the length of continuous service with the **Employer** within Seniority Zone One as a full-time employee".

The **Employer** and the Union agree that when a full-time employee is transferred to another Seniority Zone, or is eligible under the terms of this Agreement to exercise **their** full-time seniority outside **their** own Seniority Zone, **they** shall carry **their** seniority with **them**. This sub-**article** is effective November 15, 1998 and is not retroactive for events that occurred prior to November 15, 1998.

18.02 Seniority shall be considered broken and services terminated if an employee:

- (1) is duly discharged by the **Employer** and not reinstated through the Grievance and/or Arbitration procedure of this Agreement;
- (2) voluntarily quits or resigns;
- (3) has been laid off continuously for a period of more than six (6) months or is called back to work after a lay off and does not return to employment within the time as set out in sub-**article** 18.04 (2);
- (4) is absent from work without a written leave of absence, unless a satisfactory reason is given by the employee. Sickness or inability to communicate with the **Employer** shall be considered a satisfactory reason;
- (5) fails to return to work on the completion of an authorized leave of absence, unless a satisfactory reason is given by the employee. Sickness or inability to communicate with the **Employer** shall be considered a satisfactory reason.

18.03 Unless merit, fitness and ability of an employee is greater than other employees regularly working full-time involved, length of continuous service with the **Employer** within Seniority Zone One shall govern in cases of promotions.

Seniority with the **Employer** within Seniority Zone One shall govern in case of layoff, reduction to part-time employment and rehire, providing the employee involved has the ability to perform the normal functions of the job required.

18.04 Employees regularly working full-time laid off or reduced to part-time in accordance with the above provision by the **Employer** shall be recalled to work in order of length of service with the **Employer**, provided:

- (1) no more than six (6) months has elapsed since the last day worked by the employee, and
- (2) the employee reports for duty within twenty-four (24) hours from time of recall, and
- (3) the employee is capable of performing the work.

18.05 Employees regularly working full-time, rehired within six (6) months of their lay off, shall retain their previous length of service for the purpose of this **Article**.

18.06 The six (6) month and twenty-four (24) hour deadlines contained in sub-**articles** 18.04 (1) and 18.04 (2) above, respectively, shall be extended if upon recall an employee is unable to report due to illness or accident. Any extension granted shall only be for the duration of the illness or incapacity from accident and the **Employer** may require the employee to provide written confirmation from a Doctor of such illness or accident.

18.07 In the event an employee's status changes from full-time to part-time either at the direction of the **Employer**, or at the written notice of the employee, their seniority date would be **their** part-time seniority date effective at the time of the appointment to full-time. **The employee would retain their previous wage rate (including any relevant wage increases) if they remain in the same classification or they will be placed on the appropriate wage scale if moved into a new classification. The employee's years of continuous service would also be counted for the purposes of vacation entitlement.**

When an employee's full-time status is changed to part-time status due to circumstances of maintaining an efficient operation, subject to sub-**article** 18.03, it is understood that such employee shall first be given an opportunity to return to **their** previous full-time job in **their** classification.

18.08 An employee who is transferred or promoted out of the scope of this Collective Agreement who subsequently returns to a position covered by this Agreement shall be assigned a seniority date that is the effective date of the return to the bargaining unit. The employee's years of continuous service will be counted for the purposes of vacation entitlement, other than vacation selection and scheduling, and placement on the appropriate wage scale.

Former employees, excluding those who have terminated their employment as a result of an Employer provided voluntary severance or buydown offering, who are rehired within twelve (12) months of their termination date shall be assigned a seniority date that is the effective date of the return to the bargaining unit. The employee's years of continuous service will be counted for the purposes of vacation entitlement, other than vacation selection and scheduling, and would retain their previous wage rate (including any relevant wage increases) if they come back into the same classification or be placed on the appropriate wage scale if rehired into a new classification.

18.09 The **Employer** agrees to give one (1) week's notice prior to changing an employee's status from full-time to a part-time basis.

18.10 The **Employer**, when reducing hours of work in a store, agrees they will not reduce the regular scheduled hours of a full-time employee for the purpose of replacing such hours with part-time help.

Part-time Seniority

- (a) Seniority for part-time employees shall be defined as the length of service with the **Employer** within Seniority Zone One from the employee's date of promotion to part-time from Courtesy Clerk or if hired directly as a part-time employee since the employee's most recent date of continuous employment as a part-time employee. Part-time employees will have seniority within the part-time seniority list in the store, subject to sub-**articles** 18.23 and 18.25.
- (b) Seniority for Courtesy Clerks shall be defined as the length of service with the **Employer** within Seniority Zone One since their most recent date of continuous employment as a Courtesy Clerk. Courtesy Clerks will have seniority within the Courtesy Clerk seniority list in the store, subject to sub-**articles** 18.23 and 18.25.
- (c) The exercise of seniority by part-time employees and Courtesy Clerks shall be subject to the other applicable **Articles** in the Agreement.

The **Employer** and the Union agree that when a part-time employee is transferred to another Seniority Zone, or is eligible under the terms of this Agreement to exercise **their** part-time seniority outside **their** own Seniority Zone, that **they** shall carry **their** seniority with them. This **Article** is effective November 15th, 1998 and is not retroactive for events that occurred prior to November 15, 1998.

(d) Maximum Hours for New Hires

- 1) New part-time employees hired after April 1, 2002 will not be scheduled more than thirty (30) hours per week.
- 2) Effective June 1, 2014 the most senior one half (1/2) of all part-time employees (excluding Courtesy Clerks and Coffee Bar employees) in their specific Seniority Zone (Winnipeg/Selkirk, Thompson, Brandon, etc.) will not be subject to 1) above. This group of part-time employees will be included in a name list that will remain in effect until the next calculation occurs.
- 3) The calculation will be done four (4) times per year at the same time as the full-time ratio as per sub-**article** 7.02.
- 4) Notwithstanding the above, employees who are restricted by the thirty (30) hour cap may volunteer to be scheduled on Sunday in excess of the thirty (30) hour cap.

- 5) If an employee bids for and is successful in attaining a full-time job under sub-**article 18.22** they will be entitled to work thirty-seven (37) hours per week.

18.12 Part-time employees shall not be employed or scheduled to the extent that it results in the displacement or prevents the hiring of full-time employees.

18.13 a) When a part-time employee works or is paid the basic work week for thirteen (13) consecutive weeks a full-time position shall be deemed to have been created, and shall be filled within Seniority Zone One according to sub-**article 18.22**. This shall not apply to part time employees who are relieving due to maternity, paternity, adoption, sick leave, WCB, Union leave, any other authorized leave of absence or other employees assigned for a specific project or group of assignments. In such cases, it is the intent of the **Employer** to notify the Union in advance of the start date of the assignment or project along with a list of the employees and the anticipated duration.

b) Notwithstanding this **Article** the **Employer** will be under no obligation to fill jobs in excess of the minimum ratio referred to under **Article 7**.

18.14 a) In scheduling or calling in part-time employees hired or promoted on or after April 1, 2002, preference in the amount of available hours of work in a week shall be given to senior part-time employees within the department insofar as this is consistent with their availability and willingness to perform the work, providing they have the ability to perform the normal functions of the job. If a senior part-time employee refuses to work a shift scheduled by the **Employer**, the **Employer** may, at its discretion, give the next employee in line of seniority the available hours for that week. This shall be intended to mean that the senior part-time employee is to be offered and/or receive more hours than junior employees, unless an employee is unavailable to work said hours. It is not intended to permit the **Employer** to schedule most employees the same number of hours of work.

b) In scheduling or calling in part-time employees (except Courtesy Clerks) hired or promoted before April 1, 2002, preference in the amount of available hours of work in a day shall be given to senior part-time employees within the department insofar as this is consistent with their availability and willingness to perform the work, providing they have the ability to perform the normal functions of the job.

18.15 **Call-in time:** Call-in time is defined as any time four (4) hours or more are required to be worked, which do not appear on the regular schedule either due to business conditions or the non-scheduled absence of employees.

A call-in on any day will be allocated to the senior employee in the job in the department who is capable of performing the normal functions of the job:

- a) who is not working on the same shift and has not worked eight (8) hours on that day;
- b) who is willing to perform the work and can be contacted with regard to the work;
- c) such allocation will in no event result in overtime.
- d) Employees who are part-time will be offered a call-in, when available, on the sixth (6th) day in a week.

18.16 The **Employer** agrees to schedule, to the extent that it is practicable, fifty (50%) percent of part-time employees who are required by the **Employer** and who are available to be scheduled in a week in the store, exclusive of Courtesy Clerks, a minimum of twelve (12) hours per week.

18.17 **Declaration of Availability** All part-time employees are required to complete an availability form (including Courtesy Clerks). This form would indicate the following information:

- the days the employee is available to work;
- whether the employee does not wish to take call-in shifts.

The Declaration of Availability for each employee shall be made by noon of the second Tuesday of each four (4) week accounting period for the following four (4) week accounting period. If an employee fails to change **their** Declaration of Availability by Tuesday noon, the existing Declaration of Availability previously on record for this employee shall be automatically renewed for the four (4) week accounting period.

This Declaration of Availability shall be in triplicate form with one (1) copy given to the employee, one (1) copy mailed to the Union office every four (4) weeks, one (1) copy retained by the Store Management and a copy made available to the Shop Steward upon request.

18.18 **Minimum Acceptable Availability for all Part-time Employees**

- (a) Totally available on Saturdays;

- (b) Available two (2) or more shifts in a week. A shift is defined as a shift regularly scheduled by the **Employer** until the close of the department at the time the employee fills out **their** Declaration of Availability. The **Employer** agrees that if a change occurs on the regularly scheduled shifts that affect an employee's availability, **they** will be given an opportunity to amend the Declaration solely to adjust for that change.
- (c) As an alternative to (a) and (b) noted above, the minimum availability for part-time employees will be either totally available on Saturdays and Sundays OR totally available for shifts on Monday through Friday. A shift is defined as a shift regularly scheduled by the **Employer** until the close of the department at the time the employee fills out their Declaration of Availability. An employee who wishes to elect an alternate restriction under this sub-**article** must provide the **Employer** a minimum of four (4) weeks' notice and must commit to no change in their Declaration of Availability for a period of twelve (12) consecutive weeks. The Saturday and Sunday unavailability alternative is not available during the months of June, July and August.
- (d) An employee's Declaration of Availability will not prevent an employee from obtaining an occasional Saturday off or requesting a day(s) off during the period that they have declared themselves previously available. The employee's request shall be for bona fide personal reasons (e.g. Students writing exams, child care arrangements, family responsibilities, illness, injury or leave of absence).

18.19 The **Employer** agrees that it will not schedule an employee outside of the period that the employee indicated they were available to work (as in sub-**article** 18.17) unless the employee has agreed to same or except as follows below:

In the event that the Declaration of Availability of the employees in the store results in insufficient qualified employees to staff the store on a given day, the **Employer** agrees to notify the Union of the deficiency. The Union agrees to cooperate to seek a remedy and solicit the cooperation of the employees. If the parties are not able to resolve the shortage, the **Employer** will have the right to schedule sufficient qualified employees outside of their availability in reverse order of seniority provided that at least seven (7) days' notice is given to the affected employee(s).

18.20 Hours scheduled to train a new employee or Courtesy Clerk or employee who have been reviewed for a new job will not be counted for the purpose of exceeding the maximum hours for employees established under sub-**article** 18.11 (d) and Courtesy Clerk weekly hours to a maximum of two (2) weeks per calendar year per employees and to a maximum of four (4) weeks per calendar year per employees for training in the Meat, Bakery Production, or Pharmacy Assistant/Pharmacy Technician. Such scheduling of training hours shall be scheduled on the condition that such training hours are hours that would not otherwise have been available to be worked by any other employee, but are extra hours scheduled strictly for this purpose and identified as Human Resource Training Code.

18.21 Hours worked or paid will be considered as hours worked for the purpose of satisfying the minimum guarantees in sub-**article** 18.16.

18.22 (a) **Job posting** shall be done within Seniority Zone One as follows:

When a full-time position within the scope of the bargaining unit becomes permanently vacant and the **Employer** determines that the position is to be filled, the **Employer** agrees to fill said vacancy from part-time employees who have made an application in writing to the **Employer** as indicated below. The vacancy shall be filled with part-time employees in the same classification providing the senior applicant can perform the normal functions of the job in a competent manner. Vacancies for Produce shall be filled with part-time employees in the same classification and department, providing the senior applicant can perform the normal functions of the job in a competent manner.

(b) Ability to perform the normal functions of the job in a competent manner shall mean that the employee involved is competently performing the normal functions of the job following a training and trial period of thirty (30) days worked. Should the employee choose to step down before the completion of the thirty (30) days worked, **they** may do so, or should the employee not be able to perform the normal functions of the job in a competent manner, the **Employer** may return the employee to **their** previous job before the completion of the thirty (30) days worked. In either event, **they** would return to **their** previous position and wage rate without loss of seniority.

The **Employer** shall then make a second selection for the training and trial period from the next senior applicant that remains on the list from the original posting.

(c) When a full-time position becomes vacant, the **Employer** may fill it by laterally transferring other full-time employees, except that the **Employer** must post the last such full-time position vacancy.

- (d) The following positions shall be open for posting when a full-time vacancy as indicated above occurs:

Meat Production Specialist
Bakery Production – Baker
Bakery – Cake Decorator
Coffee Bar Server
Sales/Service Clerk
Pharmacy Assistant

- (e) The job posting shall contain:

- (i) classification;
- (ii) the store number, department and location;
- (iii) the closing date of the posting.
- (iv) the target effective date of the position.

- (f) The full-time positions which are posted shall be posted according to the following procedure:

- (i) Vacant positions shall be posted within five (5) days of becoming vacant, unless the **Employer** decides that said vacant position has become redundant, or is above the full-time ratio as indicated in **Article 7** of this Agreement. When the **Employer** decides not to post a vacated position, it shall immediately inform the Union, in writing, within an additional five (5) calendar days.
- (ii) Vacant position(s) shall be posted in all stores in the bargaining unit for a period of ten (10) calendar days. A copy of the posting shall be forwarded to the Union at the time of the posting. The posting shall be signed and dated by the Store Manager and the Shop Steward (or another member of the bargaining unit in their absence) on the date of posting to confirm that the posting is publicly displayed for the required period. The posting shall be returned to the Human Resources Department at the end of the posting.
- (iii) Employees wishing to apply for the full-time position posted shall do so on a form provided by the **Employer**, and shall give said application form to the Store Manager, or Management designate, no later than 4:00 p.m. on the tenth (10th) day, who shall sign it to verify that the employee has made said application for the job posting.

- (iv) A copy shall immediately be sent to the Human Resources Department, a copy shall be sent to the Union office and a copy shall be retained by the employee making the application.
 - (v) Employees on an approved absence such as WCB, WI, LTD, Maternity or Parental leave, LOA or vacation will be eligible to apply for a full-time job posting while on leave provided the employee can return to work within thirty (30) calendar days and can perform the job in a competent manner, as indicated above. The employee may also provide the **Employer** with written notification prior to going on leave to advise that they are applying for any job postings occurring during the duration of their LOA/vacation. The **Employer** shall have the right to temporarily fill the full-time vacancy until said successful applicant returns to work.
 - (vi) The name of the successful applicant, along with their seniority date, will be posted in all the stores in the bargaining unit within fifteen (15) days of the original posting. The **Employer** will forward a copy to the Union and will notify the successful applicant.
 - (vii) The **Employer** will assign starting dates of group postings as close together as possible recognizing that operational and availability variables may exist, but in any case within fifteen (15) days of the closing of the posting. The seniority dates of the successful applicants in multiple postings will be ranked based on their original continuous date of hire. This process in itself will reduce the likelihood of common promotion dates.
 - (viii) The rate of pay for successful applicants shall be as outlined in Appendix "B" of the Collective Bargaining Agreement. This will also apply to over-scale employees as per Appendix B-19.
 - (ix) If no one from the classification applies for the posted position, the **Employer** may fill the job at its discretion, subject to the normal fair and reasonable requirements under the contract and under normal labour legislation. If no one from the Produce department applies for a Produce Clerk posted position, the **Employer** will consider Sales/Service Clerks on the basis of seniority – provided the senior employee can perform the normal functions of the job in a competent manner as per sub-article 18.22 (b) - before filling the job at its discretion.
- (g) New Departments

The **Employer** will discuss with the Union new departments that may arise.

18.23 In the event a part-time employee is transferred to another store, the employee will retain **their** most recent date of continuous employment as **their** seniority date within the store to which **they are** transferred. Notwithstanding sub-article 18.28 it is understood that the **Employer** has sole right to grant or deny transfers based on their assessment of the efficient operation of the business, except as indicated in sub-articles 18.25 and 18.26.

When a part-time employee is transferred by the **Employer** to another store, such transfer will not result in a loss of hours in the six (6) weeks immediately following the transfer.

In order to determine if hours were lost, a period of thirteen (13) full calendar weeks immediately prior to the transfer will be used. Full calendar weeks where an employee was absent due to illness or injury or leave of absence for vacation purposes will not be counted to a maximum of four (4) weeks.

18.24 **Zero (0) Hours for Four (4) Months**

Any part-time employee who has no working hours for a consecutive four (4) months period shall be dropped from the **Employer's** payroll records and the employee's services terminated, unless such absence is due to illness or injury.

18.25 **Zero (0) Hours for Four (4) Weeks**

A part-time employee with more than two (2) years' service who receives no hours of work for four (4) consecutive weeks or more may exercise **their** seniority and displace the most junior employee in the same classification and department in another store within Seniority Zone One. Said employee will carry **their** Union seniority **date** to the other store for the purpose of scheduling.

Seniority - General

18.26 Any full-time or part-time employee who is laid off or fails to receive hours of work to which **they are** entitled, according to the foregoing, shall be compensated for the hours involved in any violation at **their** regular rate of pay.

18.27 The **Employer** agrees to provide the Union every six (6) months, and upon written request from the Union which will not exceed once every three (3) months, with:

- (1) a seniority list of full-time employees within each of the Seniority Zones;
- (2) a seniority list of part-time employees on a store-by-store basis;
- (3) a seniority list of Courtesy Clerks on a store-by-store basis.

This will be generated in accordance with sub-**article** 2.07, to a maximum of twice per year. The seniority lists will include employee number.

18.28 Where it will not interfere with the efficiency of the operation of the business, employees will be afforded an opportunity of employment in the **Employer** 's store within the Seniority Zone One nearest to their residence. The **Employer** is to be the sole judge in this matter, but shall not unreasonably withhold such an opportunity. Full-time employees will be given two (2) weeks' notice of transfer to another store unless an earlier date is mutually agreed to between the parties, or in the event of emergency as defined in sub-**article** 5.10 (2).

18.29 **Greater Flexibility in Hiring**

To provide greater flexibility in the development and hiring of employees for supervisory positions, one (1) part-time employee or one (1) full-time employee per department may be selected for back-up relief, or filling of a supervisory vacancy.

The **Employer** agrees to notify the Union, in writing, of the persons selected by the **Employer** for this program indicating the store number and the Department.

Individuals will be selected on the basis of their qualifications, skills and abilities solely as determined by Management.

The use of back-up, relief employees, full-time or part-time, will not result in the reduction of the normal hours of any employees in said department.

Back-up, relief or filling of a vacancy shall only apply to the Assistant Store Management, Deli, Meat, Produce, Bakery, Floral, Seafood and Coffee Bar Departments and new departments, as mutually agreed between the **Employer** and the Union.

18.30 **Transfer to Another Department**

- (a) A part-time employee who has worked in **their** current department in excess of one (1) year will be considered for a transfer to another department in the store providing the employee has made such request in writing with a copy to the Union.
- (b) The transfer referred to above shall apply only for a part-time employee going to another part-time position in another department. In order for a request for a transfer to another department to be considered a vacancy in the receiving department must exist created by the transfer, resignation, retirement or termination of another employee.

- (c) The employee's request will be considered on the basis of seniority and ability. The **Employer** will be fair and reasonable in considering requests for a transfer.
- (d) Employees granted a transfer will be on a trial period of up to thirty (30) calendar days to demonstrate their ability to perform the normal functions of the job in a competent manner. In the event they are unable to perform the normal functions of the job in a competent manner the employee will be returned to their former position and rate of pay. The employee will lose **their** "assurance of hours", if the employee was entitled to any, unless the employee is returned to their original position as indicated above.
- (e) An employee will be limited to one (1) transfer during the life of the Agreement.
- (f) An employee who is accepted for a transfer will, if **they are** at or below the twenty five hundred (2500) hour level in **their** home department, move to the same hours level in the new department. Any employee who is above the twenty five hundred (2500) hour level in **their** home department will move across at the twenty five hundred (2500) hour level or a level that is one (\$1.00) dollar per hour less than **their** current position in the wage scale whichever is higher for the first five hundred (500) hours of the transfer. The employee will then progress up the scale in accordance with experience and service gained in the new department. Overscaled employees who transfer to a classification having the same wage scale will maintain their overscaled differential in the department.
- (g) The above shall in no way affect or be in conflict with the part-time employee's rights under sub-**article** 18.22. The above will not prevent the **Employer** from filling the needs of a Department by making transfers.
- (h) Notwithstanding the above, in regard to Coffee Bar Servers, they will require two (2) years of service to be eligible for a transfer. Coffee Bar Servers who receive a transfer will go to the next higher rate that gives them an increase and then they will have to work five hundred (500) hours before they receive their next increase.

18.31 Full-time employees may request and may receive two (2) days off per month from Monday to Friday as part of their regular days off in order to attend to family and personal responsibilities. To be considered, the request must be made before the schedule for the affected week is posted. These requests will not be unreasonably denied after considering the operational requirements of the business as determined by the **Employer**.

18.32 **JLM Committee**

Upon request of either party, the **Employer** and the Union agree to meet and participate in JLM Committee meeting to discuss issues of interest to either side.

ARTICLE 19 MERGER OF BUSINESS

19.01 In the event ownership of the **Employer** passes to another **Employer**, the relevant Section of the Manitoba Labour Relations Act shall apply.

19.02 The **Employer** will notify the Union, in writing, as far in advance as is possible in connection with any change of ownership or management, or the closing of any of their stores.

ARTICLE 20 SUPPLIERS' REPRESENTATIVES

20.01 Except prior to store opening and one (1) week thereafter, or during store remodeling to a maximum of one (1) week, suppliers' representatives, other than representatives of Chip Companies, Bread/Bakery Companies, **Jacent supplied sections including clip strips, Tobacco Companies** and Soft Drink Companies, will not price products in stores, or stock or replenish merchandise other than to rotate or check code dating on shelf stock. The following suppliers' representatives will be able to continue the work currently being provided: Greeting Card Companies, Books and Magazine suppliers. **In the event that Jacent is replaced during the term of this agreement by the Employer the new company and their representatives will be covered by sub-article 20.01.**

20.02 It is understood that the above will not apply to suppliers' representatives who are engaged in the erecting of special displays which require the assembling of a special stand, composed of cardboard, wood, metal, etc. The initial stocking shall be performed by an employee of the store, directed by the supplier's representative.

**ARTICLE 21 STORE CLOSING/ CENTRALIZATION/ DEPARTMENT CLOSING
and/or
ALTERATION OF DEPARTMENTS/ TECHNOLOGICAL CHANGE**

21.01 The **Employer** will give the Union and affected employees notice in the following events:

- a) store closing - four (4) weeks
- b) department closing or a full-time job becoming redundant - two (2) weeks
- c) substantial alteration to a department - two (2) weeks
- d) technological change - three (3) months
- e) centralization of production - two (2) weeks.

Definitions:

- a) “Centralization” means the movement of production and/or processing from one (1) or more stores into another store or to a location outside the scope of the Agreement operated by the **Employer**.
- b) “Technological change” means introduction of new machinery or equipment which may result in the displacement of employees.
- c) “Affected” for a full-time employee means **their** full-time job is no longer required in **their** department because of one (1) or more events as described in sub-**article** 21.01 above, and not due to a drop in business.
- d) “Affected” for a part-time employee means **they** suffer a reduction in hours (based on the average hours worked in the previous twenty-six (26) weeks before the event) of forty (40%) percent or more (in any week within eight (8) weeks of implementation of an event or events listed above), or due to the events described in sub-**article** 21.01, and not due to a drop in business.
- e) “Job becoming redundant” means the elimination of a full-time job in a classification in a department. This definition does not apply to changes as a result of **Article** 7.
- f) “Substantial alteration” is defined as a change in the department structure as follows:
 - i) a new group of products or commodities are to be sold; or
 - ii) the pre-existing mix of products or commodities is substantially altered to the extent that merchandising, production or staff requirements are substantially altered.

21.02 In the event a circumstance described in sub-**article** 21.01 above occurs, affected full-time employees shall be able to exercise bumping rights, by seniority and classification in their department first in their own store, and if not possible, in another store within Seniority Zone One, except for department closing or store closing where the order would be first Seniority Zone One, then, if not possible, Seniority Zone Two, then, if not possible, Seniority Zone Three.

21.03 In the event a circumstance described in sub-**article** 21.01 above occurs, affected part-time employees shall be entitled to exercise bumping rights as outlined in sub-**article** 21.06 without having to wait for four (4) weeks with no hours.

21.04 In the event that a full-time employee who is affected due to technological change, closing of a department, or a job becoming redundant, or centralization outside the scope of the Collective Bargaining Agreement, bumps according to sub-**article** 21.05, **they** shall be offered a training period of up to thirty (30) working days. Should the employee refuse the training or if the employee cannot be retrained, the employee shall be paid severance equal to one (1) week's pay for each year of continuous full-time service to a maximum of fifteen (15) weeks' pay, and shall be considered terminated.

This **Article** does not apply to employees who accept other employment with the **Employer**, outside the jurisdiction of this Agreement.

The **Employer** will attempt, to the best of its ability, to find a job within the bargaining unit for part-time employees. If it is not possible, said employees will be terminated.

The reference to technological change in this **Article** is intended to assist employees affected by same and accordingly Sections 83, 84 and 85 of the Manitoba Labour Relations Act, which refer to technological changes, do not apply during the term of the Collective Agreement between the **Employer** and the Union.

21.05 Full-time employees displaced due to events of sub-**article** 21.01 shall exercise seniority rights as follows:

- i) displace the most junior full-time employee in their classification, in the same department, in another store;
- ii) displace a junior full-time employee in any classification, in any store;
- iii) in the event an employee cannot maintain full-time employment in any store, **they** shall remain part-time in **their** own classification and department, subject to **their** rights as per sub-**article** 21.06 below.

- iv) when a full-time employee accepts a full-time job in another classification, **they** shall be given the first opportunity to return to **their** previous full-time position, within twenty-four (24) calendar months of **their** transfer to another classification.

It is understood that the words “displace the most junior employee” or “displace a junior employee” as indicated in sub-**articles** 21.05 and 21.06 shall mean that an employee who displaced the most junior employee or a junior employee in a department carries with them their **Employer** seniority and is then scheduled according to said seniority, within their own department.

This sub-**article** 21.05 will be applied within the Seniority Zone One, except for department closing or store closing where the order would be first Seniority Zone One, then, if not possible, Seniority Zone Two, then, if not possible, Seniority Zone Three.

21.06 In the event a part-time employee is reduced to zero (0) hours for four (4) consecutive weeks, they shall be allowed to:

- i) displace the most junior employee in the same classification and department in another store. If not possible, then
- ii) displace the most junior employee in another classification in the same department in the same store, or if not possible,
- iii) displace the most junior employee in another department in the same classification as defined in Appendix B: Bakery /Meat Production (B-6) Sales /Service Clerk (B-7 & B-14), Courtesy Clerks (B-9 & B-14), except employees in 2nd Assistant and Produce Manager (B-1), Head Cashier (B-2), Meat and Bakery Department Manager (B-4), Journeyman Baker (B-5), and Pharmacy Assistant/Technician (B-8), may bump in the Sales/Service Clerk (B-7 & B-14) classification in the same store, or if not possible,
- iv) displace the most junior employee in another department in the same classification as defined in iii) above but in another store.

This sub-**article** 21.06 will be applied within the Seniority Zone One, except for department closing or store closing where the order would be first Seniority Zone One, then, if not possible, Seniority Zone Two, then, if not possible, Seniority Zone Three.

21.07 An employee exercising **their** rights under **Article** 21 shall be given a “reasonable opportunity” to do the job in a competent manner. For the purpose of this **Article**, “reasonable opportunity” shall mean a maximum of thirty (30) working days for a full-time employee and twenty-four (24) hours for a part-time employee.

This sub-**article** 21.07 will be applied within the Seniority Zone One, except for department closing or store closing where the order would be first Seniority Zone One, then, if not possible, Seniority Zone Two, then, if not possible, Seniority Zone Three.

It is understood that an employee will be given only one (1) training opportunity for an event referred to in sub-**article** 21.01.

21.08 **Rates of Pay**

- (a) In the event any full-time employee exercises **their** right under sub-**article** 21.04 and remains in the same classification and department in another store, **they** shall retain **their** current rate of pay.

In the event any full-time employee exercises **their** right under sub-**article** 21.04 and moves to another classification or moves to another department, said employee shall be given the two thousand five hundred and one (2,501) hour level for the first eight (8) weeks (three hundred (300) hours), the three thousand and one (3,001) hour level for the next eight (8) weeks (three hundred (300) hours) and the top rate thereafter in that classification.

- (b) In the event any part-time employee exercised **their** right under sub-**article** 21.06 and remains in the same classification and department in another store, **they** shall retain **their** current rate of pay. If any part-time employee moves to another classification or moves to another department, said employee shall be given the two thousand five hundred and one (2,501) hour level for the first eight (8) weeks (three hundred (300) hours), the three thousand and one (3,001) hour level for the next eight (8) weeks (three hundred (300) hours), and the top rate thereafter in that classification.

- (c) Any employees displaced due to events of sub-**article** 21.01 who were on an over-scale rate of pay, shall keep their overscale when transferring to the new classification.

- (d) In the exercise of **Article** 21, no employee displaced due to the events of sub-**article** 21.01 will be allowed to move to a higher rated classification.

21.09 In the event that an employee moves to another Seniority Zone, the **Employer** shall not be responsible for any costs relating to the employee's transfer.

ARTICLE 22 COURT'S DECISION

22.01 In the event of any **Articles** or portions of this Agreement being held improper or invalid by any Court of Law or Equity or Labour Relations Board, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid, improper, or otherwise unenforceable.

ARTICLE 23 HEALTH AND WELFARE

23.01 Health and Welfare benefits shall be as contained in Appendix "A" of this Agreement.

ARTICLE 24 CASH SHORTAGES

24.01 No employee may be required to make up cash register shortages.

ARTICLE 25 REPRIMANDS

25.01 When an employee in the bargaining unit is subjected to a disciplinary interview (where the **Employer** intends to discipline the employee, such as to be given a written reprimand, suspension or discharge), said employee shall have a Shop Steward present, or, in the absence of a Shop Steward, an employee from **their** store in the bargaining unit, of the employee's own choice, from the commencement of the interview.

25.02 A copy of such disciplinary notice shall be faxed or emailed to the Union office. If a Shop Steward or member is not present as required the resulting discipline shall not be valid and may not be utilized by the **Employer**. If a Shop Steward is present they must be provided with a copy of the disciplinary notice, or the resulting discipline shall not be valid and may not be utilized by the **Employer**.

25.03 Sub-**articles** 25.01 and 25.02 above are not intended to prevent Management from investigating the circumstances, or inquiring, on a matter that may lead to discipline.

25.04 The employee will be given a copy of such disciplinary notice which is to be entered on the employee's personnel file. A copy of the disciplinary notice will be faxed or emailed to the Union office within forty-eight (48) hours of it being issued. In unusual circumstances, where it is necessary for the **Employer** to advise an employee by mail of discharge, the Union office will be faxed or emailed a copy of the discharge. Failure to fax or email the discipline within forty-eight (48) hours does not invalidate the discipline under sub-**article** 25.02.

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

ARTICLE 26 ADJUSTMENT OF GRIEVANCES

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

26.02 **Information**

Where the Union requires information regarding accumulated hours of work for the purpose of establishing the pay rate of an employee, the **Employer** agrees to co-operate to supply such information back to a period of two (2) years or such longer time as may be required to establish **their** proper rate of pay.

26.03 In any grievance regarding hours worked by an employee and the amount paid to an employee, the **Employer** shall promptly supply such information in respect to the two (2) pay periods immediately prior to the request. If information for a longer period is required, the normal process of the Grievance Procedure shall apply.

26.04 The Union shall not use the foregoing provision to request information that does not pertain to a specific grievance of an employee.

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

26.06 All grievances shall be submitted in writing.

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

(1) by a discussion between the employee and the Union Representative, or the employee's immediate superior.

(a) When an employee takes a grievance to the Union Representative, Step One of the Grievance Procedure shall be considered complied with, providing the Union Representative files the grievance in writing with the Store Manager or **their** designate. The Store Manager shall reply

to the grievance in writing within five (5) calendar days to the Union. After five (5) calendar days, the Union Representative may proceed to Step Two.

- (b) If an employee takes a grievance to **their** immediate superior and a satisfactory settlement has not been reached within five (5) calendar days, then:
 - (2) The Union Representative or Representatives may take the matter up with the **Employer** Official designated by the **Employer** to handle Labour Relations matters. If the matter is not taken up within ten (10) calendar days of the date the Union received the written reply to the grievance in Step One, it will be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

26.08 If a satisfactory settlement cannot be reached, then upon request of either party, within fourteen (14) calendar days of receiving the final, written decision from either party, but not thereafter, the matter may then be referred to an Arbitrator, selected in accordance with **Article 27**.

ARTICLE 27 SELECTION OF AN ARBITRATOR

27.01 After one (1) of the parties indicates they are taking the matter to arbitration, the matter shall be referred to a single Arbitrator as indicated in sub-**article 27.02**.

In the interest of settling a grievance prior to an arbitration hearing, and by mutual agreement between the **Employer** and the Union, either party may request the assistance of a Grievance Mediator from the Province of Manitoba Conciliation Services. During the life of this Collective Bargaining Agreement, the parties may mutually agree to a list of Mediators other than the Mediators provided from the Province of Manitoba Conciliation Services. Any cost of a Mediator will be shared equally by both parties.

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

- (1) Mr. **Colin Robinson**
- (2) Mr. Michael Werier
- (3) Mr. **Keith LaBossiere**

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

The parties may, by mutual agreement during the life of the Collective Agreement, add to and remove Arbitrators from the list above.

27.03 Whenever one (1) of the parties refers a matter to arbitration, the matter shall be heard within thirty (30) calendar days for suspension or termination and ninety (90) calendar days for any other matters. The matter shall be heard within that time limit unless both parties mutually agree to a date beyond the thirty (30) calendar day or ninety (90) calendar day requirements, or in the event that none of the three (3) Arbitrators listed above are available to meet within the thirty (30) calendar day requirement or ninety (90) calendar day requirement, whichever is applicable. If the parties cannot mutually agree to a date beyond the thirty (30) calendar day requirement, or ninety (90) calendar day requirements, whichever is applicable, the matter shall be referred to the selected Arbitrator who shall have the right to decide on the matter. In no event can a hearing be extended to a period longer than another thirty (30) calendar days. The Arbitrator shall have thirty (30) calendar days to render a decision in regard to any matters dealing with suspension or termination, and ninety (90) calendar days from the last date of the hearing on any arbitration cases referred to **them** other than suspensions or terminations.

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

27.05 In the event of termination, discharge or suspension of an employee, the Arbitrator shall have the right to sustain the **Employer's** action, or reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way **they** deem advisable.

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

27.07 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement, except as indicated in sub-**article** 27.05 above. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party which is contrary to any provision of this Agreement or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.

27.08 It is the intention of the parties that this **Article** shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operation, as a result of any grievance. The parties shall act in good faith in accordance with the provisions of **Article** 26 of this Agreement.

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

ARTICLE 28 BULLETIN BOARDS

28.01 The **Employer** agrees that during the term of this Agreement, it will allow the Union to install its own bulletin boards in accordance with the conditions set out in Appendix E-10.

ARTICLE 29 EMPLOYER AND UNION CO-OPERATION

29.01 The **Employer** agrees that it will not discriminate against any employee for reporting to the Union the violation of any provisions of this Agreement, or for performing services on a Union Committee outside working hours.

29.02 The Union agrees to co-operate when requested by the **Employer** in correcting inefficiencies of the employees which might necessitate discharge.

- 29.03 (a) The **Employer** recognizes the right of the Union to appoint one (1) Shop Steward per store and one (1) Alternate Shop Steward per store in stores where the **Employer** has less than seventy-five (75) bargaining unit employees.
- (b) For stores employing seventy-five (75) or more but less than one hundred and twenty-five (125) bargaining unit employees, the **Employer** will recognize the right of the Union to appoint one (1) Shop Steward per store and two (2) Alternate Shop Stewards per store.
- (c) In stores employing one hundred and twenty-five (125) or more but less than two hundred (200) bargaining unit employees, the **Employer** will recognize the right of the Union to appoint one (1) Shop Steward per store and three (3) Alternate Shop Stewards per store.
- (d) In stores employing two hundred (200) or more bargaining unit employees, the **Employer** will recognize the right of the Union to appoint one (1) Shop Steward per store and four (4) Alternate Shop Stewards per store.

- (e) Provided the Union notifies the **Employer's** Official responsible for Labour Relations in writing of the names of the Shop Stewards in each store, the **Employer** agrees to notify the Union prior to or at the time of a transfer of the designated Shop Steward.

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

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

29.06 Store Management and Shop Stewards shall co-operate with one another in the administration of the Agreement.

ARTICLE 30 DECALS

30.01 The **Employer** agrees that during the term of this Agreement, it will continue its present policy of permitting the Union to supply and install its decals, two (2) for each of the stores covered by this Agreement, provided however that such decal shall first be approved by Management and be located as directed by the Store Manager. Such decal shall be displayed in a prominent position.

ARTICLE 31 UNIFORMS

31.01 The **Employer** agrees that during the term of this Agreement, it will maintain its present policy of lending and laundering aprons to employees who are required to wear same, unless the employee opts to wear and maintain other apparel provided by the **Employer**.

- 31.02 (a) New employees will be provided with one (1) shirt at the time of hire.
- (b) Every September all employees with a minimum of one (1) year of service may request and receive one (1) additional shirt as long as the employee remains actively employed.
- (c) Employees are required to maintain their shirts in a clean and presentable condition. Any additional shirts required by the employee can be purchased from the **Employer** at cost. Shirts will be available in appropriate sizes.

- (d) This **Article 31** will not apply to employees who do not or are not required to wear a uniform shirt.

31.03 Sufficient quantities of special clothing such as raincoats, parkas, **freezer gloves** and freezer vests will continue to be supplied by the **Employer**, where required, in appropriate sizes and in accordance with past practice. The **Employer** will endeavour to maintain all special clothing in a properly cleaned and hygienic condition.

ARTICLE 32 JURY DUTY

32.01 Employees summoned to jury duty, which shall include jury selection, shall be paid wages amounting to the difference between the amount paid to them for jury duty and the amount they would have earned had they worked on such days to the maximum of eight (8) hours per day or thirty-seven (37) hours per week. This does not apply if the employee is excused from jury duty for the rest of the day or days and fails to report back to work, or if jury duty occurs on the employee's scheduled day off. To establish the part-time employee's lost wages, the average wages they have earned in the previous twenty-six (26) weeks will be used to determine their average weekly earnings.

ARTICLE 33 WITNESS FEES

33.01 Employees required to appear in Court as a witness on behalf of the **Employer** will be paid wages amounting to the difference between the amount paid to them for witness fees and the amount they would have earned had they worked on such days to a maximum of eight (8) hours per day and thirty-seven (37) hours per week.

33.02 Employees appearing as a witness on behalf of the **Employer** on their day off will be paid a minimum of four (4) hours or the amount they would have earned had they worked on such day, as above. This compensation shall be paid at the employee's straight time hourly rate and shall not be considered as payment for time worked.

ARTICLE 34 BEREAVEMENT PAY

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

The term "immediate family" shall mean spouse, parent, child, **sibling**, mother-in-law, father-in-law, **sibling-in-law**, **son-in-law**, **daughter-in-law**, grandparents, common law spouse, stepparents, stepchild and grandchild. One (1) day off, with pay, will be granted to an employee in the event of the death of **their** aunt, uncle, niece, nephew or grandparent-in-law.

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

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

34.02 The **Employer** shall provide one (1) day off without pay, to a person who attends a funeral of a person who is not a member of the employee's immediate family.

ARTICLE 35 LIE DETECTOR TESTS

35.01 The **Employer** agrees not to force an employee to take a polygraph or similar lie detector test. This shall be interpreted to mean that should the **Employer** wish to ask an employee to take a polygraph or similar lie detector test, it will have the right to do so, and the employee will have the right to agree. In such case the **Employer** undertakes to have a full-time Union Representative present when the employee is asked to take the test.

ARTICLE 36 PHYSICAL EXAMINATIONS /DOCTOR'S NOTE

36.01 Where the **Employer** requires an employee to take a physical examination, Doctor's fees for the examination shall be paid by the **Employer**. The time taken off the job shall also be paid at the employee's regular hourly rate.

Where the **Employer** requires an employee to provide a Doctor's note or to have a Doctor fill out a form, they will pay the cost for same unless the note is required as a result of the following:

1. The employee has been formally advised that their attendance record is unacceptable and that Doctor's certificates will be required in the future; or
2. The duration of the absence or the circumstances surrounding the absence requires verification.

The **Employer** will be under no obligation to pay for the completion of forms that are required to be completed for the receipt of benefits under Weekly Indemnity, WCB or LTD plans.

In regard to employees returning from a leave of absence the employee will be responsible for the cost of the initial note indicating they are fit to return to work. If the **Employer** requires any further medical information the **Employer** will pay the cost for same.

For all accommodations where the employee is returning to work from an absence, the employee will be responsible for the cost of the initial Doctor's note which will clearly explain the nature and reason for the accommodation. If further medical information is required the **Employer** will pay the cost for same.

The **Employer** will be under no obligation to pay for a Doctor's note confirming an accommodation for an employee who has not missed any work due to the medical condition requiring the accommodation.

ARTICLE 37 **MANITOBA FOOD & COMMERCIAL WORKERS, LOCAL 832,
EDUCATION AND TRAINING TRUST FUND**

37.01 The Manitoba Food & Commercial Workers, Local 832, Education and Training Trust Fund shall be as indicated in Appendix "D" of this Agreement.

ARTICLE 38 **NO HARASSMENT**

38.01 The **Employer** and the Union agree that no form of sexual harassment shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise. Every effort shall be made in situations involving sexual harassment to be treated in strict confidence. Any employee who believes that **they are** being sexually harassed, shall report this to **their** immediate supervisor, full-time Union Representative or Human Resources Director.

The **Employer** shall endeavour to find alternate employment if said employee asks the **Employer** to do so until the matter has been dealt with. If no alternate employment can be found, the Union and the **Employer** shall meet to attempt to resolve the issue. In addition, said employee may lay charges under the appropriate legislation against the harasser.

38.02 The **Employer** and the Union each confirm their continued and long standing commitment that all Management and non-Management retail employees shall be treated, and shall treat each other, with dignity, respect and fairness appropriate in the circumstances in their interactions in the workplace.

ARTICLE 39 LETTERS OF UNDERSTANDING

39.01 All Letters of Understanding attached to this Agreement in Appendix C, Appendix D, Appendix E **and Appendix F** shall be an integral part of this Agreement.

ARTICLE 40 DUTY TO ACCOMMODATE

40.01 The parties recognize their joint responsibility to accommodate injured workers. The employee's job duties will be modified and/or they will be reassigned to a different work assignment where reasonably practicable. Employees have a responsibility to keep the **Employer** informed of their condition, provide proper medical documentation (related to their ability to perform their job and any restrictions) in a timely fashion, and accept reasonable assignments that make a productive contribution to the **Employer's** operations.

40.02 If an employee can only be accommodated in a lower paid classification, the **Employer** will attempt to find a position that minimizes the effect on their rate of pay.

ARTICLE 41 EXTENDED HOURS / TWENTY FOUR (24) HOUR STORES

41.01 The following conditions will apply to any store that is open twenty (20) or more hours per day. They will not apply to bakery and meat production, bakery sales related to current production stores, full-time grocery night stocking employees and file maintenance employees.

41.02 In the event that the **Employer** elects to expand the store hours to twenty (20) hours or more per day in any of its retail stores, it shall advise the Union and the affected employees a minimum of two (2) weeks in advance of the change.

41.03 Night shift sales will be defined as all work performed which starts between 11:00 p.m. and 7:00 a.m. inclusive, where the majority of hours fall between 11:00 p.m. and 7:00 a.m.

41.04 Seniority will be the governing factor in staffing the night shift sales. Senior employees will be given first choice to work or not work and, if there are insufficient volunteers reverse order of seniority will apply.

41.05 Employees will not be required or scheduled to work hours during the night shift sales and normal store hours in the same week. There will be a minimum of forty-eight (48) hours between the end of the employee's day shift and the beginning of the employee's night shift and also between the end of the employee's night shift and the beginning of the employee's day shift.

41.06 The minimum shift for employees working the night shift sales will be six (6) hours but the **Employer** will endeavour to schedule longer shifts whenever possible. The scheduling of longer shifts will be subject to the operational requirements of the business.

41.07 When a store opens twenty (20) or more hours per day, employees will be given an additional one (1) time opportunity to change their Declaration of Availability.

41.08 The **Employer** will take the appropriate steps to ensure the safety and security of employees working at extended / twenty four (24) hour stores.

ARTICLE 42 EXPIRATION AND RENEWAL

42.01 This Agreement shall be effective from **March 20, 2022** and shall remain in effect until **March 20, 2027**, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary of such expiry date from year to year thereafter give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof. Nothing in this Agreement is retroactive unless specifically provided.

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

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

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

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

Jason Appasamy

Kim Ferris

Marie Buchan

Jeff Traeger

APPENDIX A

HEALTH AND WELFARE, SICK LEAVE, WEEKLY INDEMNITY BENEFIT, LONG-TERM DISABILITY, DENTAL PLAN, AND PENSION PLAN

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

- (a) The **Employer** and the Union agree to participate in the Manitoba Safeway /UFCW Local 832 Health and Welfare Plan (Plan 1) to provide Health and Welfare benefits as decided by the Board of Trustees from time to time.
- (b) The Board of Trustees shall be comprised of three (3) representatives appointed by the **Employer** and three (3) representatives appointed by the Union. Said Trustees can be changed or removed by the parties appointing said Trustees in accordance with the Agreement and Declaration of Trust effective as of June 25th, 1999.
- (c) The **Employer** agrees to pay **sixty-two (62¢)** cents per hour effective April 3, 2022 (**sixty-three (63¢)** cents per hour effective March 19, 2023, **sixty-four (64¢)** cents per hour effective March 24, 2024, **sixty-five (65¢) cents per hour effective March 23, 2025 and sixty-six (66¢) per hour effective March 22, 2026**) contribution for all regular hours paid, sick pay (not including Weekly Indemnity), full-time employees' vacation as entitled under sub-article 11.03, and General Holidays, to the maximum of the basic work week in respect to all employees in the bargaining unit. Such contributions shall be forwarded to the Trust Fund within twenty-one (21) days following the **Employer's** four (4) or five (5) week accounting period.
- (d) Subject to (e) and (f) below, the eligibility and benefits for eligible employees shall be in accordance with the Plan and as determined by the Trustees.
- (e) Full-time employees shall be covered by the Trusteed Health and Welfare Plan after three (3) months of full-time employment. Part-time employees shall be covered by the Trusteed Health and Welfare Plan after averaging thirty-two (32) hours or more per week during any three (3) consecutive month period. (This shall be interpreted to mean regular hours paid and in the case of a part-time employee three (3) months is intended to mean thirteen (13) consecutive weeks). Employees shall remain covered as long as they remain actively employed by the **Employer**, whether or not their average weekly hours drop below thirty-two (32) hours per week.

- (f) Employees who have not yet qualified to be covered by the Trusteed Health and Welfare Benefits or who were not entitled to be qualified for Health and Welfare Benefits prior to October 1st, 1989 and who subsequently qualified as indicated above, and who restrict their availability, and as consequence average less than thirty-two (32) regular hours during any thirteen (13) week period, shall be disqualified from coverage under the Plan.
- (g) It is understood all administration and benefits expenses will be paid by the Fund.

A-2

Sick Leave

- (a) Full-time employees shall accumulate credits at the rate of four (4) hours for each full month of employment, up to a maximum of one hundred and sixty (160) hours credit. Credits shall accumulate only on full-time employment, following the completion of a three (3) month full-time employment eligibility period.
- (b) The **Employer** shall apply (for full-time employees only) any accumulated sick leave to absences due to sickness not covered by insured Weekly Indemnity benefits (or similar benefits) and may supplement Weekly Indemnity benefits (or similar benefits) with unused sick leave credits in an amount equal to but not to exceed the employee's normal earnings.
- (c) All part-time employees who have qualified for Plan 1 benefits shall commence to accumulate sick leave credits on the basis of four (4) hours for each four (4) week reporting period that they work in excess of one hundred and twenty-eight (128) hours.
- (d) The four (4) week reporting period shall be the same four (4) week reporting periods that are used in determining their eligibility for Dental benefits under the Manitoba Food & Commercial Workers Dental Plan.
- (e) After averaging thirty-two (32) hours per week for thirteen (13) consecutive weeks, a part-time employee shall be eligible to commence accumulation at the commencement of the next reporting period.
- (f) All paid time off, such as General Holidays, sick pay from accumulated sick leave credits and time off taken as vacations (for which they have already received vacation pay) shall be counted for the purposes of determining hours worked in that reporting period. In order for part-time employees to get sick pay credit for vacation time purposes under this Appendix A-2(h) below, when taking vacation, time off without pay, **they** must give in writing to the Store Manager a letter indicating the weeks of time off for vacation purposes, **they** intend to take.

- (g) Part-time employees shall accumulate credits at the rate of four (4) hours for each reporting period that they work in excess of one hundred and twenty-eight (128) hours, up to a maximum of forty-eight (48) hours per year and a total maximum of one hundred and twenty (120) hours, following the completion of the thirteen (13) week eligibility period.
- (h) In determining the number of hours to be credited as paid time off taken in respect to vacations mentioned above, the number of hours shall be determined by averaging the hours worked in the three (3) preceding reporting periods immediately prior to the reporting period in which the employee takes the time off for vacation.
- (i) Sick leave pay shall be applied only to absences on the employee's regularly scheduled workdays and shall not be applied to any days for which the employee is receiving Weekly Indemnity benefits.
- (j) The **Employer** may require the employee to provide a Doctor's certificate, verifying any absence due to disability.

An employee will not be prevented from returning to work from an absence of three (3) days or less because **they have** not yet obtained a required Doctor's certificate.

- (k) In order to qualify for sick pay, employees must notify the Store Manager or, in **their** absence, the next highest ranking employee available prior to the starting time or as soon as possible on the first day of absence. Said employee shall also inform the **Employer**, as indicated above, of the estimated length of illness and must notify the **Employer** when ready to return to work. The **Employer** agrees to give employees the telephone number and to inform them of any changes.
- (l) Providing an employee is entitled to Weekly Indemnity benefits and a claim has been properly completed and filed with the **Employer**, in cases where the employee does not receive Weekly Indemnity payment within three (3) weeks of receipt of the claim, upon request by the employee, an advance payment in the amount equal to the Weekly Indemnity payment will be paid to the employee. In such cases, the employee agrees to reimburse the **Employer** when the Weekly Indemnity payment is received.
- (m) Eligibility for part time employees who do not qualify for sick pay and may become eligible to claim sick pay from the Safeway/UFCW Health and Welfare Plan 2, will be as determined by the Trustees.

A-3

Manitoba Safeway / UFCW Local 832 Health and Welfare Plan (Plan 2)

- (a) The **Employer** and the Union agree to participate in a jointly trustee Health and Welfare fund for part-time employees for the purpose of providing Health and Welfare Benefits to eligible employees who are not covered by the existing Plan 1 as determined by the Trustees from time to time.
- (b) The Board of Trustees shall be comprised of three (3) representatives appointed by the **Employer** and three (3) representatives appointed by the Union. Said Trustees can be changed or removed by the parties appointing said Trustees in accordance with the Agreement and Declaration of Trust effective as of June 25th, 1999.
- (c) The **Employer** agrees to pay (effective March 16, 2014) zero (0¢) cents per hour contribution for all regular hours paid, sick pay (not including Weekly Indemnity), employees' vacation as entitled under sub-**article** 11.03, and General Holidays, to the maximum of the basic work week in respect to all employees in the bargaining unit. Such contributions shall be forwarded to the Trust Fund within twenty-one (21) days following the **Employer's** four (4) or five (5) week accounting period.
- (d) The eligibility and benefits for eligible employees shall be in accordance with the Plan and as determined by the Trustees.
- (e) It is understood all administration and benefits expenses will be paid by the Fund.

A-4

Manitoba Food & Commercial Workers Dental Plan

- (a) The **Employer** agrees to make a direct contribution to the Manitoba Food & Commercial Workers Dental Plan of **thirty-seven (37¢) cents per hour effective March 22, 2020) thirty-eight cents (38¢) per hour effective March 19, 2023, thirty-nine cents (39¢) effective March 23, 2025 and forty cents (40¢) per hour effective March 22, 2026** for regular hours paid, sick pay (not including Weekly Indemnity), full-time employees' vacation, as entitled under sub-**article** 11.03, and General Holidays, to the maximum of the basic work week in respect to all employees in the bargaining unit.
- (b) Such contributions will be forwarded to the Trust within twenty-one (21) days following the **Employer's** four (4) or five (5) week accounting period.

- (c) It is agreed that in the event the Government of Canada or the Province of Manitoba provides a non-contributory Dental Care Plan with similar benefits, the **Employer's** obligations to continue contributions to the Manitoba Food & Commercial Workers Dental Plan shall cease. It is further understood, should a Government Plan create duplicate benefits, then these benefits shall be deleted from the Manitoba Food & Commercial Workers Dental Plan and the **Employer's** contribution in respect to the cost of these benefits shall cease.
- (d) A maximum coverage payment of claims of the Manitoba Food & Commercial Workers Dental Plan shall be as determined from time to time by the Board of Trustees.

A-5

Pension Plan

- (a) The **Employer** agrees to contribute to the Canadian Commercial Workers Industry Pension Plan the sum of one dollar and forty five (\$1.45) cents per hour for all hours worked or paid by the **Employer** to its employees in the bargaining unit including any overtime hours worked in a week (to a maximum of the basic work week), vacation, General Holidays, sick days (not including Weekly Indemnity, LTD or other similar indemnifications), jury duty, and any paid leave of absence required under the terms of the Collective Agreement.

Contributions are required for each hour overtime is worked and paid to the extent the cumulative hours worked and paid do not exceed the basic work week.

The maximum number of hours for which contributions are to be made in a week is the maximum number of hours of the basic work week for a full-time employee.

Effective January 1st, 2020, no contributions of any kind can be accepted by CCWIPP for employees age seventy-one (71) or older; or employees under age seventy-one (71) in receipt of a pension benefit from CCWIPP regardless of their retirement date.

In addition, effective July 1st, 2015, employees will make contributions based on the number of years of continuous service in the Plan as follows:

<u>Period of Continuous Service</u>	<u>Employee Contribution Rate</u>
Less than 2 years	\$0.00 per hour
*2 years but less than 8 years	\$0.22 per hour
8 or more years	\$0.40 per hour

***Employee contributions are to commence the earlier of:**

the first (1st) day of the month following completion of two (2) years of continuous service with one (1) or more Participating Employer; or,

January 1st of the year following two (2) consecutive calendar years if, in each of these calendar years, an employee has either completed or at least three hundred fifty (350) hours of employment with one (1) or more Participating Employer; or, earned at least thirty-five (35%) percent of the Year's Maximum Pensionable Earnings with one (1) or more Participating Employer.

In addition, employees will make contributions based on the number of years of continuous service in the Plan as set forth below, which contributions will be made by way of deductions from employees' paycheques **commencing the earlier of:**

- **the first day of the month following completion of two (2) years of continuous service with one (1) or more Participating Employer; or,**
- **January 1st of the year following two (2) consecutive calendar years if, in each of these calendar years, an Employee has either:**
- **completed at least three hundred and fifty (350) hours of employment with one or more Participating Employer; or,**
- **earned at least thirty-five (35%) percent of the Year's Maximum Pensionable Earnings with one or more Participating Employer.**

Contributions paid with respect to part-time vacation pay shall be remitted on an annual basis within one (1) calendar month of part-time employees receiving their vacation pay. It is understood that contributions paid with respect to part-time vacation pay shall only be made on behalf of employees who are in the employ of the **Employer** as of the date vacation pay is paid.

Contributions paid with respect to part-time vacation pay shall be based on the percentage of vacation pay paid under sub-**article** 11.13 (e.g. four (4%) percent, six (6%) percent, etc.) of the hours worked in the previous year multiplied by the cents per hour contribution rate on the above (e.g., an employee having worked or been paid for one thousand (1000) hours in the previous year and who was entitled to four (4%) percent vacation pay would be entitled to receive an additional forty (40) hours' credit into **their** previous

yearly total. Therefore, for the previous year, the employee, in this example, would be credited with a total of one thousand and forty (1040) hours.

Full-time employees who have their vacation converted to a percentage by operation of Article 8.01 shall have contributions paid following the same calculation for part-time employees as outlined above.

- (b) Contributions, along with a list of employees for whom they have been made, the amount of the weekly contribution for each employee and the number of hours worked or paid according to the above Appendix A-5 (a) shall be forwarded by the **Employer** within the twenty-one (21) days after the close of the **Employer's** four (4) or five (5) week accounting period. The **Employer** agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.
- (c) Any member of the Union who also is a member of the Employee Retirement Plan of Canada Safeway Limited (hereinafter referred to as the Canada Safeway Plan) on January 5th, 1975 (June 29, 1987 for Neepawa employees), shall thereafter cease making contributions to the Canada Safeway Plan. **They** will then be considered as having withdrawn from the Canada Safeway Plan as of January 5th, 1975 (June 29, 1987 for Neepawa employees) and **their** benefits thereunder shall be as set forth in Article II, Section 3, of the Plan, entitled "Withdrawal from Plan".
- (d) In the event a new Master **Contribution** Agreement concerning the Canadian Commercial Workers Industry Pension Plan is concluded with Sobeys **Capital Incorporated** as a signatory, the **Employer** agrees to abide by the terms of such Agreement.

A-6 **General**

Employees found abusing any Health and Welfare Benefit shall be disciplined by the **Employer**.

A-7 **Health and Welfare Funding Plan 1 and Plan 2**

The parties to this Collective Agreement may, by mutual agreement, change the effective date or the amount of contributions into Plan 1 or Plan 2, provided that in total the contributions do not exceed **sixty-two (62¢)** cents per hour effective April 3, 2022 (**sixty-three (63¢)** cents per hour effective March 19, 2023, **sixty-four (64¢)** cents per hour effective March 24, 2024, **sixty-five (65¢)** cents per hour effective March 23, 2025 and **sixty-six (66¢)** per hour effective March 22, 2026) and the parties shall be deemed to have this authority.

APPENDIX B

WAGES SCALES

B-1 2nd Assistant and Produce Manager

	Effective March 19/2023	March 24/2024	March 23/2025	March 22/2026
0 - 500 hours	17.40	17.40	17.40	17.40
501 - 1000 hours	18.50	18.50	18.50	18.50
over 1000 hours	24.35	24.75	25.15	25.60

B-2 Head Cashier (as designated by Management)

	Effective March 19/2023	March 24/2024	March 23/2025	March 22/2026
over 1000 hours	22.05	22.45	22.85	23.30

B-3 Food Services Manager

	Effective March 19/2023	March 24/2024	March 23/2025	March 22/2026
0 - 500 hours	17.40	17.40	17.40	17.40
501 - 1000 hours	18.50	18.50	18.50	18.50
over 1000 hours	24.97	25.37	25.77	26.22

* Food Service Managers who supervise a Service Meat Counter will be paid an additional 75¢ per hour for all time so designated.

B-4 Bakery and Meat Department Manager *

	Effective March 19/2023	March 24/2024	March 23/2025	March 22/2026
0 - 500 hours	17.40	17.40	17.40	17.40
501 - 1000 hours	18.50	18.50	18.50	18.50
over 1000 hours	24.97	25.37	25.77	26.22

*Bakery Managers who supervise a shipping bakery will be paid an additional 75¢ per hour for all time so designated. For the purposes of this sub-article a shipping bakery will be defined as a bakery that supplies the full range of bakery products to a store that does not have an oven.

B-5 Journeyman Baker

	Effective March 19/2023	March 24/2024	March 23/2025	March 22/2026
	23.29	23.69	24.09	24.54

B-6 Bakery Production, Meat Production Specialist (formerly classified as Bakery Operator, Bakery Production, Cake Decorator and Meat or Bakery Trainees)

	Effective October 1/2023	March 24/2024	March 23/2025	March 22/2026
0 - 500 hours	15.40	15.40	15.40	15.40
501 - 1000 hours	15.45	15.45	15.45	15.45
1001 - 1500 hours	15.50	15.50	15.50	15.50
1501 - 2000 hours	15.55	15.55	15.55	15.55
2001 - 2500 hours	15.60	15.60	15.60	15.60
2501 - 3000 hours	15.65	15.65	15.65	15.65
3001 - 3500 hours	15.70	15.70	15.70	15.70
3501 - 4000 hours	15.75	15.75	15.75	15.75
4001 - 4500 hours	15.80	15.80	15.80	15.80
4501 - 5000 hours	15.85	15.85	15.85	15.85
5001 - 5500 hours	15.90	15.90	15.90	15.90
5501 - 6000 hours	15.95	15.95	15.95	15.95
6001 - 6500 hours	16.00	16.00	16.00	16.00
6501 - 7000 hours	16.05	16.05	16.05	16.05
7001 - 7500 hours	16.23	16.23	16.23	16.23
over 7500 hours	21.80	22.20	22.60	23.05

B-7 Sales / Service Clerk - Hired prior to March 23, 2014 (formerly classified as Doughnut Fryer/ Bakery Cleanup, Sales/Service Clerk, Floral Clerk, Variety Clerk, Refreshment Centre Clerk, Store Records Clerk)

	Effective October 1/2023	March 24/2024	March 23/2025	March 22/2026
0 - 500 hours	15.40	15.40	15.40	15.40
501 - 1000 hours	15.45	15.45	15.45	15.45
1001 – 1500 hours	15.50	15.50	15.50	15.50
1501 – 2000 hours	15.55	15.55	15.55	15.55
2001 – 2500 hours	15.60	15.60	15.60	15.60
2501 – 3000 hours	15.65	15.65	15.65	15.65
3001 – 3500 hours	15.70	15.70	15.70	15.70
3501 – 4000 hours	15.75	15.75	15.75	15.75
4001 – 4500 hours	15.80	15.80	15.80	15.80
4501 – 5000 hours	15.85	15.85	15.85	15.85
5001 – 5500 hours	15.90	15.90	15.90	15.90
5501 – 6000 hours	15.95	15.95	15.95	15.95
6001 – 6500 hours	16.00	16.00	16.00	16.00
6501 – 7000 hours	16.05	16.05	16.05	16.05
7001 – 7500 hours	16.10	16.10	16.10	16.10
over 7500 hours	19.80	20.20	20.60	21.05

B-8 Pharmacy Assistant

	Effective October 1/2023	March 24/2024	March 23/2025	March 22/2026
0 – 520 hours	15.40	15.40	15.40	15.40
521 – 1040 hours	15.45	15.45	15.45	15.45
1041 - 1560 hours	15.50	15.50	15.50	15.50
1561- 2080 hours	15.55	15.55	15.55	15.55
2081 - 2600 hours	15.95	15.95	15.95	15.95
2601- 3120 hours	16.45	16.45	16.45	16.45
3121- 3640 hours	16.95	16.95	16.95	16.95
3641 - 4160 hours	17.45	17.45	17.45	17.45
4161- 4680 hours	17.95	17.95	17.95	17.95
Over 4680 hours	21.90	22.30	22.70	23.15

B-9 Courtesy Clerk – Hired prior to March 23, 2014

	Effective October 1/2023	March 24/2024	March 23/2025	March 22/2026
0 - 500 hours	15.40	15.40	15.40	15.40
501 - 1000 hours	15.45	15.45	15.45	15.45
1001 – 1500 hours	15.50	15.50	15.50	15.50
1501 – 2000 hours	15.55	15.55	15.55	15.55
over 2000 hours	15.60	16.00	16.40	16.85

B-10 Coffee Bar Server

	Effective October 1/2023	March 24/2024	March 23/2025	March 22/2026
0 - 500 hours	15.40	15.40	15.40	15.40
501 - 1000 hours	15.45	15.45	15.45	15.45
1001 - 1500 hours	15.50	15.50	15.50	15.50
1501 - 2000 hours	15.55	15.55	15.55	15.55
2001 - 2500 hours	15.60	15.60	15.60	15.60
2501 - 3000 hours	15.65	15.65	15.65	15.65
3001-3500 hours	15.70	15.70	15.70	15.70
3501-4000 hours	15.75	15.75	15.75	15.75
Over 4000 hours	15.80	16.20	16.60	17.05

B-11 Coffee Bar Operator

	Effective October 1/2023	March 24/2024	March 23/2025	March 22/2026
0 - 500 hours	15.40	15.40	15.40	15.40
501 - 1000 hours	15.65	15.65	15.65	15.65
Over 1000 hours	17.90	18.30	18.70	19.15

B-12 Floral Manager *(Full Service Floral Shop - as designated by Management)

	Effective March 19/2023	March 24/2024	March 23/2025	March 22/2026
	21.65	22.05	22.45	22.90

* All employees hired after April 1, 2002 and appointed to Floral Manager (Full Service Floral Shop) will remain on their current wage scale and receive a 65¢ per hour premium.

B-13 Meat Cutter - Hired on or before April 1, 2002

	Effective October 1/2023	March 24/2024	March 23/2025	March 22/2026
0 – 640 hours	15.40	15.40	15.40	15.40
641 – 1280 hours	15.45	15.45	15.45	15.45
1281 – 1920 hours	15.50	15.50	15.50	15.50
1921 – 2560 hours	15.55	15.55	15.55	15.55
2561 – 3200 hours	15.60	15.60	15.60	15.60
3201 – 3840 hours	15.65	15.65	15.65	15.65
3841 – 4320 hours	16.74	16.74	16.74	16.74
Over 4320 hours	23.29	23.69	24.09	24.54

B-14 For all Sales/Service Clerk and Courtesy Clerk employees hired on or after March 23, 2014, the following wage scales will apply

	Effective October 1/2023	March 24/2024	March 23/2025	March 22/2026
0 - 500 hours	15.40	15.40	15.40	15.40
501 - 1000 hours	15.45	15.45	15.45	15.45
1001 – 1500 hours	15.50	15.50	15.50	15.50
1501 – 2000 hours	15.55	15.55	15.55	15.55
2001 – 2500 hours	15.60	15.60	15.60	15.60
2501 – 3000 hours	15.65	15.65	15.65	15.65
3001 – 3500 hours	15.70	15.70	15.70	15.70
3501 – 4000 hours	15.75	15.75	15.75	15.75
4001 – 4500 hours	15.80	15.80	15.80	15.80
4501 – 5000 hours Courtesy Clerk Cap	15.85	15.85	15.85	15.85
5001 – 5500 hours	15.90	15.90	15.90	15.90
5501-6000 hours	15.95	15.95	15.95	15.95
6001-6500 hours	16.00	16.00	16.00	16.00
6501 – 7000 hours	16.05	16.05	16.05	16.05
7001 – 7500 hours	16.10	16.10	16.10	16.10
7501-8000 hours	16.50	16.50	16.50	16.50
Over 8000 hours	18.95	19.35	19.75	20.20

All new Courtesy Clerks hired after March 23, 2014 will progress up the wage scale based on hours worked or paid to the **four thousand and one (4001)** level in the new wage scale above and be capped at that level.

B-15 Management Trainee

	Effective March 19/2023	March 24/2024	March 23/2025	March 22/2026
0 - 500 hours	\$17.05	\$17.05	\$17.05	\$17.05
501 - 1000 hours	\$17.55	\$17.55	\$17.55	\$17.55
over 1000 hours	\$18.95	\$19.35	\$19.75	\$20.20

Over-scaled employees accepting a position as a Management Trainee will carry their over-scaled rate with them in addition to the rates above.

B-16 WAGES

Effective March 20, 2022, increase all top rates and over-scaled rates by fifty (50¢) cents and increase the start rate to twelve dollars and twenty (\$12.20) cents. Effective March 19, 2023, increase all top rates and over-scaled rates by forty (40¢) cents. Effective March 24, 2024, increase all top rates and over-scaled rates by forty (40¢) cents. Effective March 23, 2025, increase all top rates and over-scaled rates by forty (40¢) cents. Effective March 22, 2026, increase all top rates and over-scaled rates by forty-five (45¢) cents.

B-17 NEW SCALE MINIMUM WAGE ADJUSTMENTS

For wage scales that are affected by future minimum wage increases **occurring after April 3, 2022** the parties agree that the start rate in the affected scale will be increased by an amount required to place that rate **twenty-five (25¢) cents** above the minimum wage **provided it is less than thirteen dollars and fifty cents (\$13.50) per hour**. The wage scales above the affected start rate will also be increased so as to create a **ten (10¢) cent** spread with the rate immediately below that rate. These adjustments will continue up the scale until such time as the contract scale is higher than the adjusted scale.

In the event that minimum wage is increased to thirteen dollars and fifty (\$13.50) cents or more, the parties agree that the start rate in the affected scale will be increased by an amount required to place that rate ten (10¢) cents above the minimum wage. The wage scales above the affected start rate will also be increased so as to create a five (5¢) cent spread with the rate immediately below that rate. These adjustments will continue up the scale until such time as the contract scale is higher than the adjusted scale.

B-18 SECOND ASSISTANT MANAGERS

In stores where evening shopping is in effect one (1) or more days a week, one (1) Second Assistant Manager shall be appointed in stores employing a total of nine (9) or more full-time Sales/Service Clerks. This includes the Second Assistant Manager; however, it does not include the Store Manager or Meat Department employees.

B-19 Employees shall receive incremental increases to their rate of pay based on the increments as set out in their classification in Appendix B-1 to Appendix B-15.

The administration of hourly increases for job classifications is based on an employee's accumulated hours of actual work and hours paid (for example, General Holiday, bereavement, jury duty, sick days).

B-20 All overscale employees as of **March 20, 2022** shall continue to receive their same overscale employees' rate of pay for the duration of this Agreement. All overscale employees who are required to transfer at the request of the **Employer** to another classification shall keep their overscale premium which shall be added in addition to the hourly rate of pay that the employee is entitled to receive in their classification. **Annual wage increases applied to the top of the wage scales in Appendix B shall also apply to overscale employees.**

B-21 COURTESY CLERK CLASSIFICATION AND RESTRICTIONS

(1) Employees who have an "assurance of hours" shall continue to be entitled to same as indicated above, but the **Employer** may, to maintain this "assurance of hours", transfer the employee to another store, within a reasonable distance from their previous store or present residence.

(2) No part-time employees other than Courtesy Clerks can apply for hours to be worked in the classification of Courtesy Clerk, except as indicated in Appendix B-21 and Appendix B-22 below.

(3) An employee classified as Courtesy Clerk will not be scheduled by the **Employer** or called in to work for more than twenty (20) hours per week. The twenty (20) hours maximum indicated above can be extended to twenty-four (24) hours, providing said Courtesy Clerks work one (1) of their shifts on a Sunday and providing the **Employer** assigns Courtesy Clerks to work on Sunday from volunteers and by seniority among Courtesy Clerks.

For Courtesy Clerks with more than three (3) years of service, the above restriction will be deemed to be twenty-five (25) hours per week maximum and thirty (30) hours per week if scheduled on Sunday.

- (4) Courtesy Clerk can be on duty a maximum of one (1) hour before store opening and one (1) hour after store closing.
- (5) The primary duties of Courtesy Clerks shall be bagging, carrying out of groceries, handling of baskets, work associated with the baler, collecting and putting out garbage, sweeping and mopping of the floors in any area of the store premises which shall include the entire store (within the external walls) and the parking lot.

Courtesy Clerks' secondary functions may include price checks, product returns, bottle returns and bottle sorting, getting change, parcel pick-up and replenishing the supply of bags.

Courtesy Clerks may also clean up (dust, wash, dampmop, sweep, clean up product spills and breakages) in the lunch rooms, wash rooms and the sales area. The sales area shall be defined as any area within the store where the customers normally shop. Courtesy Clerks can clean shelves as long as they do not have to remove product or face product.

- (6) All the **Articles** of the Agreement shall apply in their entirety to employees classified as Courtesy Clerk, with the following exceptions:
 - (a) The scheduling of Courtesy Clerks within each store will be governed by the provisions of sub-**article** 18.13 of the Collective Agreement.
 - (b) **Courtesy Clerks Promoted to Sales/Service Clerk or Bakery/Meat Production**
 - 1. Unless merit, fitness and ability of an employee is greater than other employees working as Courtesy Clerks in their own store only, seniority shall govern for the purpose of promoting to Sales/Service Clerk or Bakery/Meat Production, after an assessment period of thirty (30) days worked.
 - 2. If said employee successfully completes the assessment and is promoted to Sales/Service Clerk or Bakery/Meat Production, **they** shall be entitled to retroactive pay to the commencement of the assessment period in the amount of the difference between **their** rate of pay and the rate of Sales/Service Clerk or Bakery/Meat Production that **they** will be classified in, as per Appendix B-6, B-7 and B-14. If a Courtesy Clerk is unsuccessful, there shall be no additional compensation paid to **them** above **their** regular rate as a Courtesy Clerk.

3. A Courtesy Clerk will be given, when reclassified, the next higher rate of pay in the classification **they have** been reclassified into and will be credited with hours required to maintain that rate of pay in the new Sales/Service Clerk or Bakery/Meat Production classification. **They** will then progress to the next higher rate by working or being paid hours amounting to the difference between the credited hours and the hours required to progress to the next level.
4. The employee will have a new starting seniority date in the Sales/Service Clerk or Bakery/Meat Production classification.

B-22 COURTESY CLERKS PROMOTED TO PART-TIME GAINING HOURS BY WORKING COURTESY CLERK HOURS

1. Courtesy Clerks who have been promoted to part-time after June 1, 2004, shall be given an opportunity to supplement their weekly hours of work in addition to their regular weekly hours worked in a store by working additional hours as a Courtesy Clerk. For the purposes of Courtesy Clerk scheduling, they shall maintain their original Courtesy Clerk seniority date.
2. These additional hours are to be worked at their Courtesy Clerk rate of pay contained in Appendix B-9 and B-14 up to a maximum of thirty (30) hours per week when combining their regular hours at the appropriate part-time rate with their additional hours at the Courtesy Clerk rate, subject to Appendix B-22 (3).
3. A declaration that an employee wishes to acquire Courtesy Clerk hours must be made by June 1, 2005 or within six (6) months of the date of promotion, whichever is later and must remain in effect for a minimum of one (1) month. Any employee who after the date of promotion advises the **Employer** they no longer wish to acquire Courtesy Clerk hours must give the **Employer** a minimum of two (2) weeks' written notice of such decision. Once made, this decision is irrevocable.
4. Hours scheduled as a part-time employee will take priority over Courtesy Clerk hours. An employee cannot abandon a scheduled part-time shift to take a Courtesy Clerk call-in.
5. A Courtesy Clerk shift will not be changed to a part-time shift unless the **Employer** has attempted to fill the shift required through the call-in procedure established in the Collective Agreement. In the event the **Employer** is unsuccessful in calling in an employee the **Employer** may designate the shift to become a part-time shift instead of a Courtesy Clerk shift. In such case the shift will be paid at the appropriate part-time rate of pay.

B-23 PART-TIME SALES/SERVICE CLERK OPTION TO BE RECLASSIFIED AS A COURTESY CLERK

The following conditions shall apply:

1. Sales/Service Clerks may opt to be reclassified to the "Courtesy Clerk" classification. The option will be confirmed in writing.
2. Courtesy Clerk positions will be assigned giving preference to seniority from amongst those employees in the store who exercise the option. The part-time seniority list in the store will be used to determine preference.

For the purpose of establishing the employee's seniority on the Courtesy Clerk seniority list, the **Employer** shall recognize **their** most recent date of continuous employment.

3. A Courtesy Clerk who was previously a Sales/Service Clerk, can exercise **their** seniority to return to a Sales/Service Clerk position in the future. This shall be done on the basis of their previous part-time seniority ranking. It is understood that an employee will only be offered a job **they** previously performed, i.e. a former cashier would only be offered a cashier job. The thirty (30) day assessment period will not apply.
4. An employee who accepts a reclassification offer in **their** store on the first opportunity given to **them** only shall be assigned a part-time seniority date equal to the period of time **they were** previously classified as Sales/Service Clerk. If **they** choose not to accept the first reclassification offer, **they** shall be assigned a new part-time seniority date from the date of appointment.
5. An employee who accepts a reclassification offer shall be paid the appropriate rate for the job classification **they are** assigned to in accordance with **their** career Sales/Service Clerk hours confirmed at the time the option is exercised.
6. Except where the **Employer** requires a Sales/Service Clerk, on a temporary basis, an employee who exercises **their** option and who subsequently accepts a reclassification offered will not be allowed the option for a Courtesy Clerk's job for a period of one (1) year from the date **they are** first reclassified.

B-24 NORTHERN ALLOWANCE FOR FULL-TIME EMPLOYEES (THOMPSON ONLY)

The Northern Allowance shall be paid to full-time employees. This allowance will apply to all hours worked or paid, including overtime, vacations, General Holidays and also while on sick leave. The Northern Allowance shall be:

Single: **seventy-five (75¢) cents per hour effective Sunday, April 3, 2022**
Major Wage Earner: **one dollar (\$1.00) per hour, effective Sunday, April 3, 2022.**

Definitions:

Northern Allowance for Single will apply to all full-time employees. Northern Allowance for Major Wage Earner will apply to all full-time employees who are the major wage earner in their family and have so notified the **Employer**, in writing, in notarized statement.

B-25 NORTHERN ALLOWANCE FOR PART-TIME EMPLOYEES (THOMPSON ONLY)

Effective Sunday, April 3, 2022, Part-time employees shall receive a Northern Allowance of **fifty (50¢) cents per hour** for all hours worked or paid.

B-26 NORTHERN ALLOWANCE (THOMPSON ONLY)

- (a) Northern Allowance paid to employees shall be considered an allowance with respect of travel for the purpose of the deduction authorized by the Income Tax Act (Canada) paragraph 110.7(1)(a). This amount will be reported as a taxable benefit on the employee's T4 slip.
- (b) It shall be the responsibility of the employee to determine which portion (if any) of the amount reported on the T4 slip, qualifies for an income tax deduction.
- (c) All parties acknowledge that the above allowance is subject to any changes implemented by Revenue Canada or any ruling which Revenue Canada may imply in respect to the benefits eligible.
- (d) Should Revenue Canada reduce or eliminate the allowance the **Employer** shall not be responsible for any costs to make up for the lost benefits.

B-27 RETROACTIVE PAY

All employees shall receive full retroactive pay to March 20, 2022, for all regular hours worked and/or paid. Retroactive pay shall be paid to all employees within thirty (30) calendar days of April 1, 2022.

APPENDIX C

BAKERY PRODUCTION DEPARTMENT O N L Y

This Agreement shall also apply in its entirety to the In-Store Bakery Production Department employees, except as follows:

C-1 **Production Work Definition**

Production work shall be defined as any work performed in the processing of raw products.

C-2 **Night Shift**

Employees working in the In-Store Bakery Production Department shall not be asked to work longer than nine (9) consecutive months in a twelve (12) month period on night shift, providing it is feasible and practical to do so.

C-3 **Wages**

The **Employer** agrees to pay employees working alone on night shift for more than one (1) shift an additional one dollar (\$1.00) per hour. This does not apply to employees classified under Appendix B-4 and Appendix B-5.

C-4 **Payment for Work in a Higher Classification**

The **Employer** agrees to pay the hourly rate for the classification to an employee who works over fifty (50%) per cent of the basic work week in the higher classification for all hours worked during that week.

C-5 The **Employer** agrees that each full Bakery will have one (1) employee designated by the **Employer** classified as Journeyman Baker.

APPENDIX D

MANITOBA FOOD & COMMERCIAL WORKERS, LOCAL 832,

EDUCATION AND TRAINING TRUST FUND

D-1 The **Employer** shall continue to contribute **as outlined below**, into the Manitoba Food and Commercial Workers, Local 832 Education and Training Trust Fund.

- **April 1, 2022 to December 31, 2022 – five (5¢) cents per hour**
- **January 1, 2023 to December 30, 2023 – contributions cease**
- **December 31, 2023 to December 28, 2024 – five (5¢) cents per hour**
- **December 29, 2024 to December 27, 2025 – contributions cease**
- **December 28, 2025 and forward – five (5¢) cents per hour**

The hours for which the **Employer** will contribute said amount will be the same as contributed for the Dental Plan under Appendix A-4(a), and shall be remitted to the Union in the same manner.

APPENDIX E

LETTERS OF UNDERSTANDING

BETWEEN:

**SOBEYS CAPITAL INCORPORATED –
SAFeway OPERATIONS**, a body
corporate carrying on business in the
Province of Manitoba, hereinafter referred
to as the "**Employer**"

AND:

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

E-1 Five (5) Minute Leeway

The Union agrees to a five (5) minute leeway each day, which is not intended to be part of the work schedule. Rather, this is to take care of the extra few minutes required to complete a job in progress at quitting time.

All time worked in excess of the five (5) minutes' leeway shall be paid at overtime rates.

Furthermore, the parties agree to a five (5) minute 'rounding rule' with respect to the Employer's time recording process. All punches five (5) minutes before or after the shift starting or ending time will be rounded to the scheduled starting or ending time. This agreement is without prejudice to the Employer's ability to discipline for employee attendance issues.

E-2 Locker Search

To the extent that lockers are currently provided to employees, it is understood between the parties that such lockers may only be entered in one (1) of the two (2) following circumstances:

- (1) (a) in the presence of the employee, or
(b) if requested by the employee, in the presence of a Shop Steward;
- (2) in the presence of a Police Officer.

E-3 Clarification of the Nature of the Bargaining Unit

Employees assigned, for example, to store relining, inventory crew, electronic store systems co-ordinator, and other such personnel that assist the operation of stores owned and/or operated by the **Employer** are understood to be excluded from **Article** 1 of this Agreement.

E-4 Transfer to Another Store

The **Employer** agrees to consider requests for part-time employees to transfer to another store for the purpose of receiving additional hours of work.

E-5 Working Late Evening Shopping Shift

- 1) When an employee works the late evening shopping shift, the **Employer** will arrange to escort the employee to **their** car, if requested, to ensure **their** safe departure.
- 2) The cost of transportation for employees to or from work between twelve (12:00) o'clock midnight and six (6:00) o'clock in the forenoon shall be at the expense of the **Employer** included in the employee's classified hourly rate of pay.
- 3) For employees engaged in the service to customers in stores operating more than twenty (20) hours per day the cost of transportation will be over and above that referred to above.
- 4) Other matters relating to employees' security shall be brought to the attention of Management.

E-6 Successors and Assigns

- (1) In the event the **Employer** agrees to a sale, lease or transfer of more than fifty (50%) percent of the retail facilities in the Winnipeg Division represented by the United Food & Commercial Workers Union, Local No. 832, it is acknowledged that, pursuant to the provisions of the Manitoba Labour Relations Act, this Agreement shall be binding upon the successor or assignee of the **Employer**. It is clearly understood that this Letter of Understanding will only place these specified obligations upon a successor or assignee who intends to operate these facilities as retail grocery stores.

- (2) Given the circumstances specified in paragraph #1, the **Employer** shall give written notice to the prospective successor or assignee of its obligation to assume this Agreement. Written confirmation of that Notice shall be provided to the Union fourteen (14) days prior to the transfer of business.
- (3) In consideration of the **Employer's** execution of this Agreement, the Union agrees that the **Employer** shall not be a guarantor or be held liable for any breach by the purchaser of its obligation under the Collective Agreement, and the Union shall look exclusively to the Purchaser for compliance with the terms of the Collective Agreement.

E-7 Seniority Ranking of Part-time Employees With the Same Hiring Date in a Store

When two (2) or more part-time employees or Courtesy Clerks are hired or promoted on the same date, the **Employer** shall rank employees, as determined by Management, prior to completion of the probationary period or assessment period, if applicable.

The names of employees who are given a seniority ranking shall be forwarded to the Union on a monthly basis as required.

The ranking of employees with the same seniority date in the store shall be shown by a numerical designation beside the employee's applicable seniority date.

This ranking will also occur as stated above when a part-time employee is transferred to another store where two (2) or more employees have the same continuous date of hire.

E-8 Specifics of Store Management and Shop Stewards Co-operation

- (1) The Store Management should welcome Shop Stewards and employees in their stores bringing complaints or alleged grievances to the attention of the Store Manager.
- (2) The Shop Stewards must appreciate and understand the fact that the Store Manager's duty and responsibility is to run the store according to the **Employer's** policies and specifications.
- (3) Store Managers and Shop Stewards must jointly encourage employees in the stores to have their concerns resolved by the Store Manager and/or Shop Steward on matters dealing with the Agreement.

- (4) The Shop Stewards must, in all cases, perform their duties as employees of the **Employer** to the best of their ability, which is the main reason and purpose of their job.
- (5) A meeting should take place regularly, or as regularly as necessary, between the Store Manager and the Shop Stewards to discuss any concerns which the employees may have brought to the attention of the Shop Stewards.
- (6) The full-time Union Representatives will encourage the Shop Stewards to approach Store Managers and attempt to resolve concerns at the local store level.
- (7) The Store Managers should, therefore, make every speedy effort to do same.
- (8) If the above Store Manager/Shop Steward co-operation policy breaks down, each side, Management or the Union, will work to restore it to the intent of **Article 29** of the Agreement.
- (9) It should be understood by Shop Stewards that, although they have an important function to perform as Shop Stewards, they should nevertheless, to the best of their ability, work to achieve the missions and objectives of the **Employer**.

E-09 **Union Bulletin Boards** are allowed in **Sobeys Capital Incorporated – Safeway Operations** stores on the following conditions:

1. The Store Manager, the Union Representative and the store Shop Steward will each have a key to the Board.
2. The boards will be placed in the lunch room, where suitable, or a location in the back room of the store.
3. The Union would assist in the installation of the boards.
4. The boards will remain the property of the Union and returned to the Union in the event of store closure.
5. The **Employer** can only ensure the same degree of care for the board as any other general fixture in the store.
6. The posting of Union notices by Union Representatives will continue in accordance with **Article 28** of the Agreement, i.e. provided such notice shall first receive the approval of Management.

7. Notices of political nature will not be posted.
8. It is understood the Union bulletin boards will not be used as a weapon against **Sobeys Capital Incorporated – Safeway Operations** during the term of contract or during negotiations for a new Agreement. If the boards are used as a weapon against **Sobeys Capital Incorporated – Safeway Operations**, the privilege of the Union Boards in stores will be rescinded.
9. Any change in Division Management's acceptance of the Union bulletin boards in the stores will be advised by Labour Relations to the Chief Officer of the Union.

E-10 Right to Grieve Termination Due to Illness or Injury

Pursuant to **Employer** policy on terminating employees who are absent from work for twenty-four (24) months or more due to illness or injury, the parties agree to the following:

- a. Prior to an employee who is absent from work due to illness or injury being terminated, the **Employer** and the Union will meet to discuss the particular circumstances of the employee in question.
- b. The termination of an employee in these circumstances will not affect **their** eligibility for benefits under L.T.D. or Pension Plans.
- c. If the parties are unable to agree on the status of the employee, the **Employer** maintains the right to terminate the employee subject to the Union maintaining the right to grieve the validity of such termination.

E-11 Employees Working in More Than One (1) Store

The **Employer** and the Union agree to resolve any perceived favouritism in the assignment of employees to more than one (1) store under sub-**article** 1.05.

E-12 Work in Different Classifications

Within sixty (60) days of April 1, 2022, the **Employer** intends to review and resolve with the Union any issues where non-cashiers are believed to be performing Cashiers' duties to the extent that it may take away a shift that could be available to Cashiers. **The parties agree that if a regular pattern of shift extensions can be shown, as it pertains to a regular scheduling practice, at a specific store location, the issue of extensions will be discussed and reviewed as part of this committee. In addition, the parties will review and resolve concerns pertaining to full time employees being assigned to**

perform duties outside of their own department. The parties shall meet to review with a goal of minimizing the amount of cashing done by non-cashiers or work being performed by full time employees outside of their own department.

A committee will be struck with members from both parties, with no more than six (6) members from each of the parties. If the committee cannot resolve matters pertaining to any issues raised, it is agreed that either party can access the grievance and arbitration process. The committee will remain active throughout the life of the Collective Agreement and the parties agree to meet in a timely manner (but no more than once per calendar year) at the request of either party to review and resolve any issues that arise.

E-13 Consideration of Employees Interested in Position of Variety or File Maintenance as Back-up or Vacation Relief

Employees who are interested in being considered for a position in Variety or File Maintenance as backup or vacation relief in the store may apply to the **Employer** in writing. The **Employer** agrees to consider such employees for future store needs on the basis of their relative skill and ability. In the event the employees are viewed as relatively equal by the **Employer**, the senior employee will be selected provided the employee is prepared to work different shifts as designated by the **Employer**.

E-14 Full-time Ratio

The **Employer** and the Union agree that the following terms will comprise the understanding of the parties in respect to the administration of **Article 7** of the above Collective Bargaining Agreement.

1. Full-time employees who are counted will be those who have full time status on the date of the count and will include for example, employees on vacation, leave of absence (to a maximum of one (1) year unless exceeded by law), Weekly Indemnity, WCB, LTD and any other approved absence. Employees noted in this **Article** will be included in the count of full-time employees but will not be included in the total number of employees used to calculate the percentage.
2. Full-time employees assigned to tasks such as reline crew, training school, etc., who work outside the store will be counted provided they are covered by the Collective Bargaining Agreement and work and/or are paid thirty-seven (37) hours as listed.
3. If the **Employer** is found to be in violation of the full time ratio, then:

- a) A full-time position shall be deemed to have been created and the full-time job shall be posted as per sub-**article** 18.21 of the Collective Bargaining Agreement; or
- b) A full-time employee who has been reduced to part-time by the **Employer**, subject to sub-**article** 18.04 (1) and, subject to the **Employer's** determination of the job that is required to be filled, such employee shall be given the opportunity for a full-time job before a job is posted.

It is understood that if the **Employer** is short two (2) employees, then two (2) positions will be deemed to have been created. It is also understood in calculating the number of required positions that point one (.1) shall equal one (1) job.

- 4. The **Employer** will, in good faith, provide data that is as accurate as practicable. Both parties recognize that errors and corrections can occur in a data base as large and complex as the one under scrutiny. Accordingly, the **Employer** accepts the fact that grievance time limits relating to full-time ratio grievances will not be rigidly applied but will be directory. Correspondingly, the Union recognizes that the initial information provided that indicates a violation may upon further review and explanation by the **Employer** indicate a violation does not exist.
- 5. The calculation of the full time ratio will be done by City/Town except that Winnipeg/Selkirk will be combined.
- 6. In the calculation of the full-time ratio, it is also agreed that the number of Courtesy Clerks will not be included when calculating the total number of employees to determine the full-time ratio as per the Agreement.

E-15 Store Temperature

The **Employer** agrees to maintain adequate heating and lighting in its stores.

E-16 Anti-Fatigue Mats

The **Employer** will continue its past practice of having effective anti-fatigue mats to be placed at the checkstands, customer service and in appropriate areas provided it is safe and reasonable to do so.

E-17 The interpretation of sub-**article** 7.04 is such that the inclusion of the employees referred to in sub-**article** 7.04 above in the count effective November 14, 2004, will not be used to reduce any current full-time employee to part-time. This will not prevent the **Employer** from reacting to business conditions. This Agreement will expire on **March 20, 2027**.

E-18 The **Employer** will comply with the *Manitoba Employment Standards Code* as it relates to the calculation of part-time General Holiday pay.

E-19 **Department Manager Relief**

Any employee relieving an Assistant Manager or a Department Manager for more than thirty (30) calendar days will receive the rate of pay for the position rather than the relieving rate established under **Article** 10 unless that relieving rate is higher.

E-20 **Premium on Vacation**

Vacation pay for full-time employees entitled to paid vacation shall include night shift premium if the employee is on nights for the four (4) weeks prior to the vacation. It shall also include relieving premium provided the employee relieved for the full four (4) week period immediately prior to the vacation. Vacation pay shall also include Northern Allowance and Lead Hand premium.

E-21 **Creating New Classifications**

Employees may be hired or selected on the basis of their qualifications, skills and abilities solely as determined by Management for positions that require a particular skill or knowledge base not currently in place in our store offering.

The **Employer** and the Union will meet to negotiate wage rates, classification titles and qualifications for these positions.

The **Employer** agrees to notify the Union, in writing, of the persons selected by the **Employer** indicating the store number and the Department.

E-22 **Discount Banner**

Pursuant to **Article** 1.08 of this Collective Agreement, should a dispute arise as to the terms and conditions of the Appendix, all outstanding provisions shall be submitted to Final Offer Selection no later than four (4) months after the date the **Employer** announces the decision regarding such conversion or opening as follows:

- a) The **Employer** and the Union shall meet and agree on which provisions remain outstanding between them within seven (7) days of the date of the submission to Final Offer Selection. The final differing provisions submitted to the Selector will be confined to these agreed outstanding provisions. The Selector will also receive copies of all agreed to provisions;
- b) The single Selector shall be selected from the following list of persons:
 - (1) Mr. **Colin Robinson**
 - (2) Mr. Michael Werier
- c) The Selector shall receive a written statement or brief from the **Employer** and the Union, outlining each of their respective positions on the outstanding proposals, within fourteen (14) days of **their** appointment, and shall select either the **Employer** or the Union position as outlined by them as the basis for settlement.
- d) The Selector shall convene a meeting of both parties for the purpose of hearing explanation of the final positions which have been submitted. The Selector may question the parties for the purpose of seeking clarification of the respective final positions which have been submitted.
- e) The Selector shall render **their** decision within twenty-eight (28) days of **their** appointment, and said decision shall be final and binding on all parties to this Agreement.

E-23 Membership Applications

During Negotiations, the parties agreed to a new process to ensure that completed Membership Applications are being submitted in a timely manner to the Union. The following trial process has been agreed upon by the parties.

- 1) **Union to provide generic e-mail address for stores to send in membership applications.**
- 2) **Union to provide Employer with PDF printable version of Membership application.**
- 3) **Store will scan and e-mail the completed application to the generic e-mail address provided by the Union.**
- 4) **The store will scan each application separately. The e-mail may include multiple pdf files, but each one would be an individual application.**

- 5) Stores will retain a hard copy at store level for six (6) months.
- 6) The Employer will need sixty (60) days post April 1, 2022 to implement the system and provide guidance for the stores. The pilot will consist of five (5) stores for ninety (90) days and then the parties can meet to discuss any potential for improvement to the process.
- 7) If applications are incomplete, the Union can follow up with Labour Relations on a bi-weekly basis in one (1) consolidated request outlining the missing information and the Employer will provide the missing information or replacement applications within the ten (10) days outlined in sub-article 2.03.
- 8) Upon completion of the ninety (90) day trial, the parties will meet to review the success of the trial and decide if it will be expanded to more stores throughout the province.

E-24 Reusable Bags

The Employer will maintain its current practice of having effective front end procedures with respect to the handling of reusable bags. The Employer will update the Union and the employees in the event of any change in these procedures.

The Employer further agrees that the employees will not be put in a position where they will be forced to bag groceries if the reusable bag is unsanitary, in accordance with Article 13.01 & 13.03 of the Agreement.

E-25 CCWIPP Master Contribution Agreement

Upon expiry of the current Canadian Commercial Workers Industry Pension Plan (CCWIPP) Master Contribution Agreement and if a subsequent Master Contribution Agreement is not concluded with Sobeys Capital Incorporated as a signatory, the parties will meet to review and discuss the CCWIPP contribution rate.

If the parties cannot resolve matters pertaining to the contribution rate, it is agreed that either party can access the grievance and arbitration process.

E-26 PICs Per Store

In the event there is a concern with the number of PICs in a given store, the Employer and the Union will meet to discuss and address those concerns.

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

SIGNED THIS DAY OF , 2022.

FOR THE UNION:

FOR THE EMPLOYER:

Jeff Traeger

Sean Naldrett

APPENDIX F

CONVERSION OF A STORE TO FRESHCO

The parties have agreed to the following regarding the conversion of a Safeway store to FreshCo.

The Employer shall have the exclusive right to determine the full-time and part-time staffing level for the FreshCo location at the time of conversion **subject to the conditions described in the Franchisee FreshCo Collective Agreement.**

At conversion, all employees employed at date of conversion will have the option of one of the following:

- 1) Accept the full FreshCo terms associated with the buy-down; or
- 2) Up to twenty (20%) percent of the vacancies in FreshCo will be filled by employees by seniority who will be allowed to maintain their Safeway 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 prior to a store conversion which results in a cost neutral solution).

While accepting the remainder of the terms in the **Franchisee FreshCo Collective Agreement**; OR

- 3) Exercise their bumping rights as per Article 21 of the collective agreement.

Full-Time

Active full-time employees in the store which is converting who are laid off because there is not an available full-time position will be entitled to severance pay of four (4) weeks' pay per year of completed service to a maximum of fifty (\$50,000) thousand dollars.

The remaining active full-time employees will be placed into available full-time positions based upon their seniority and their ability and qualifications, and will be paid a buy down allowance of two (2) week's pay per year completed service to a maximum of forty (\$40,000) thousand dollars and will slot into the rate of pay that is closest to their former Safeway rate of pay.

In either event no full-time employee will receive less than \$2,500.

They will be covered by all the terms and conditions of the **Franchisee FreshCo Collective Agreement**.

Part-Time

Any active part-time employee in the store which is converting who is laid off because there is not an available part-time position will be entitled to severance pay of four (4) weeks' pay per year of completed service to a maximum of fifteen (\$15,000) thousand dollars.

The remaining part-time employees will be placed into available part-time positions based upon seniority and their ability and qualifications, and will be paid a buy down allowance of two (2) week's pay per year of completed service to a maximum of ten (\$10,000) thousand dollars.

Employees will slot into the rate of pay that is closest to their former Safeway rate of pay.

Part-time employees would be credited with the minimum hours corresponding to their new rate of pay and would progress accordingly.

They will be covered by all the terms and conditions of the **Franchisee FreshCo Collective Agreement**.

In either event a part-time employee with less than one (1) year of completed service will receive \$500. A part-time employee with more than one (1) year of completed service will receive a minimum of \$1,000.

General

Employees who are placed with FreshCo will be rank ordered based upon their seniority date with their previous Employer and be placed ahead of any new employees that may be hired.

The payments referred to above shall be calculated based upon the date of the store closure.

For the purpose of this letter, the calculation of a full-time week's pay shall be based upon a normal work week, times their current regular hourly rate of pay as of the date of store closure.

For the purpose of this letter, the calculation of a part-time week's pay shall be based on the previous fifty-two (52) weeks average hours or the average hours in the twelve (12) weeks prior to the closure whichever is greater (to a maximum of twenty-eight (28) hours).

Employees who are absent from work due to sickness, disability, maternity leave or parental leave will be placed into available positions based upon their seniority and their ability and qualifications. Such employees will receive their payment at the point at which they are cleared to work, where applicable. It is understood that any payment owing shall be calculated as of the date of conversion which triggered the options.

It is understood that any payments made shall be subject to statutory deduction and are deemed to include any payment in the nature of notice, termination pay or severance pay required at law or by any other provision of their collective agreement.

With respect to the FreshCo pension plan, it will be determined at the time of store conversion whether employees in a store converting to FreshCo are eligible to join the plan at time of conversion, as defined in **Franchisee FreshCo Collective Agreement**.

The terms and conditions of FreshCo employment **in FreshCo/Chalo FreshCo stores operated by a franchisee of Sobeys Capital Incorporated or any franchised FreshCo/Chalo FreshCo store(s) that is subsequently operated for a period of time by Sobeys Capital Incorporated will, subject to this Appendix, be as determined under the Franchisee FreshCo Collective Agreement.**

TO: THE NEW EMPLOYEE:

You are hereby informed that Union membership is a condition of employment.

1. Articles of Agreement between the United Food and Commercial Workers Union, Local No. 832, UFCW, AFL & CIO - CLC and this **Employer, Sobeys Capital Incorporated – Safeway Operations.**, contain the following statement.

UNION SHOP

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

2. New employees will be considered for previous experience credit to a maximum of five thousand and one (5001) hours except for Bakery/Meat Production classifications which will be to a maximum of six thousand and one (6001) hours, in their designated classification, provided:
 - i) it is comparable experience in a unionized chain retail food store;
and
 - ii) twelve (12) months have not elapsed since their last day worked.

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

It is most important that you inform the **Employer** of your previous experience and if you do not agree with your rate of pay and same is not adjusted by mutual agreement with the **Employer**, then this must be discussed with your Union Representative as soon as possible.

No consideration will be given to any disagreements pertaining to credit for previous experience if presented later than sixty (60) calendar days from the date of employment.