

# Collective Agreement

Between:



and



Effective Date: September 28, 2018

Expiry Date: September 28, 2023



# Collective Agreement

Between:



and



Effective Date: September 28, 2018

Expiry Date: September 28, 2023

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

Work Address \_\_\_\_\_

Work Telephone No. \_\_\_\_\_

Shop Steward \_\_\_\_\_

Telephone No. \_\_\_\_\_

Assistant Shop Steward \_\_\_\_\_

## **EMERGENCY PHONE NUMBERS**

Police \_\_\_\_\_

Fire Department \_\_\_\_\_

Doctor \_\_\_\_\_

### **In case of emergency, please Inform:**

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

## President's Message

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

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**Expiry Date: September 28, 2023**

**AGREEMENT BETWEEN:**

**LOBLAW COMPANIES LTD.**, a body corporate carrying on business in the Province of Manitoba, hereinafter referred to as the “Company”

**AND**

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

**WHEREAS: The Company and the Union desire to co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the Company 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 COMPANY MUTUALLY AGREE AS FOLLOWS:**

## ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 The Company agrees to recognize the Union as the sole agency for the purpose of collective bargaining for all employees, whether full-time or part-time, working in all present and future retail food stores and “combination” stores of Loblaw Companies Ltd. in the Province of Manitoba, its wholly owned subsidiary companies or its related corporate entities or its successor in title or in law, carrying on business as Retail Food Merchants or carrying on business or operation that is a Combination Store including Retail Food in the Province of Manitoba, effective May 10th, 1981, with the exclusion of positions as indicated in this Agreement and other exclusions as may be mutually agreed to from time to time.

1.02 **Exclusions**

(A) **Extra Foods Stores:**

Extra Foods stores may employ one (1) excluded management position for each full-time, in-scope position up to a maximum of six. In addition Graduate and Undergraduate Pharmacists will be excluded.

(B) **Superstores in the Province of Manitoba:**

Store Manager, Assistant Manager (maximum three (3) per store), One Department Supervisor per Department,

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two (2) **Replenishment** Managers, Bakery Department - One Production Supervisor, One Sales Supervisor, Dieticians - one (1) per store, Opticians, Pharmacists, Undergraduate Pharmacists and those above the rank of Department Supervisor.

A second supervisor may be appointed and excluded in the Produce department where the employer determines it necessary for the proper operation of the business.

- (C) Wholesale Clubs in the Province of Manitoba outside the City of Winnipeg: one (1) supervisor per department, pharmacists, undergraduate pharmacists, and those above the rank of supervisor.
- (D) The Employer may exclude one (1) full-time **SAP** Supervisor from each Superstore in Manitoba from the bargaining unit. Employees assigned to inventory crew and other such personnel that assist the operation of the stores owned and/or operated by the Company.
- (E) A maximum of four (4) trainee supervisors and/or manager trainees may be appointed and trained in each Superstore, and two (2) in each Extra Foods, up to six (6) months prior to a new store opening in Manitoba. The total number of trainees shall be limited to a maximum of twelve (12) for a Superstore opening, and four (4) for an Extra Foods opening. The period of training shall not exceed three (3) months.

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**Otherwise, the maximum number of supervisor and/or management trainees at any one time shall be limited to two (2) in Manitoba. The Company will notify the Union in writing of the names of the trainees and which stores they will be working in and the duration of their assignment.**

**The parties agree that the use of trainees will not cause a reduction in hours assigned to bargaining unit employees.**

There shall be no reduction in the bargaining unit hours as a result of the supervisors/ managers in training. The calculation is to be based on hours over the previous three (3) months. The parties recognize that hours may fluctuate due to other reasons such as seasonal changes in business.

- (F) It is understood that if the College of Pharmacists establish a Registered Pharmacy Technician designation in the province of Manitoba they shall be excluded from the bargaining unit.

1.03 In respect to Meat Managers in Extra Foods, the Company shall retain the sole right and functions in respect to hiring, transfers, promotions and demotions, and it shall not be subject to any arbitration as provided for in **Article 27**.

1.04 It is agreed that where jointly-trusted benefits exist between the Company 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 Interpretation: in this Agreement, the use of masculine terms shall also include the feminine and vice versa.

## ARTICLE 2 UNION SHOP

# 2

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

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

2.03 The Company agrees to forward via email a Membership Application duly completed, to the Union within fourteen (14) 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 Membership Application in Exhibit One will be used for the duration of the Collective Agreement.

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 accounting period:

- (1) a list containing names of employees who have terminated their employment during the previous accounting period;
- (2) a list of new appointments to full-time positions and their classification, store number and effective date of appointment;
- (3) a list of full-time employees reduced to part-time;
- (4) a list of position changes with store number, classification, including department/store transfers, department amalgamations and effective date;
- (5) a list of employees on a leave of absence, **indicating the nature of the leave and the date the leave commenced.**

2.06 The Company agrees, **twice** per year upon request from the Union, to provide **in Excel format** the employee's social insurance number, hourly rate of pay, address, **phone number, start date, seniority date, FT/PT status, employee number**, department and classification.

2.07 The Company agrees to provide the above information to the Union electronically.

2.08 **Orientation**

Upon request, Shop Stewards or Union Representatives designated by the Union will be provided with a list of new hires and their assigned departments by the Store Administrator/Bookkeeper and will be allowed to introduce themselves to new employees either on shift or off shift. Such time will be permitted in a designated area mutually agreed to by the Union and the Company after notifying the manager or supervisor and will not exceed fifteen (15) 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 shall take place during the employee's first scheduled work week. **The Company shall post the date and time of the Company's orientation three (3) days in advance in the same location as the schedules are posted. Whenever possible, a shop steward on duty at the time of the Company's orientation of new members will be given the opportunity to utilize the fifteen (15) minutes of Union orientation on the same date as the Company's orientation.**

# 3

## ARTICLE 3 DEDUCTION OF UNION DUES

3.01 The Company 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 Company further agrees to deduct the union dues automatically from the wages of new or rehired employees' first paycheque(s). Monies deducted during any month shall be forwarded by the Company to the Union by direct deposit within twenty (20) calendar days following the end of the Company's four (4) or five (5) week accounting period and accompanied by a four week or monthly electronic submission of the names, Social Insurance Numbers and store numbers of the employees for whom deductions were made and the amount of each deduction.

# 4

## ARTICLE 4 PROBATIONARY PERIOD

4.01 New employees shall be on probation for a period of two hundred and forty (240) hours at work. The Company, 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.

## ARTICLE 5 HOURS OF WORK

# 5

5.01 The normal basic work week for regular 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), OR
- (2) two (2) shifts of eight (8) hours each and three (3) shifts of seven (7) hours each.

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.

5.04 In a week in which the Company observes two (2) General Holidays, the basic work week for full-time employees shall be twenty-two and one-half (22½) hours.

5.05 Full-time employees will not be required to work more than two (2) nights per week, when the store is open for night shopping, unless they are willing to do so.

5.06 All employees shall have a minimum of ten (10) hours off between scheduled shifts except in case of emergency or except as provided under subarticle 5.14 (5) or unless mutually agreeable between the Company and the employees. **Part time employees who work until 11 pm or later shall have a minimum of eleven (11) hours off between scheduled shifts except in case of emergency or except as provided under subarticle 5.14 (5) or unless mutually agreeable between the Company and the employees.** Emergency shall be defined as any unexpected absence of employees due to illness or injury, or in situations beyond the control of the Company.

5.07 Employees will not be required to work in the express checkstand for longer than four (4) hours in any one (1) day **unless mutually agreed by both parties** except in the case of an emergency. There will be a five (5) minute leeway **at the end of the employees shift only**, to complete the order of a customer and/or the transfer of the cash register to another employee. **All time worked in excess of the five (5) minutes' leeway shall be paid at overtime rates.**

5.08 The Company 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 Statutory Holiday. The Company 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 Company, 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 Company, in writing, at least one (1) month before the commencement of **their** vacation, the Company 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.

#### 5.09 Posting Work Schedule

(1) The Company shall post a biweekly full-time schedule and a weekly part-time schedule not later than Wednesday of each week for the following two weeks or one week respectively. If the new schedule is not posted by Wednesday at 6:00 p.m., then the schedule already posted shall apply for the following two weeks, or one week respectively. The Company has the right to call in other part-time employees, not previously scheduled to work, if required by the business.

A copy of the previous week's "Master Schedule", with all changes and authorized time noted, shall be posted by 6:00 p.m. Monday and shall remain posted until Wednesday at 6:00 p.m. of said week. A list of employee's availability will be maintained in

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each department and made available upon reasonable notice to be reviewed by the Steward and/or Union Representative.

(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.

A minimum of twenty-four (24) hours' notice must be given by the Company to reschedule a part-time employee's work shift; such notice is not required with respect to overtime work or in cases of emergency as defined in **Article 5.06**.

(3) The Company 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 Clocks

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

Employees shall record their own time at the time they start and finish work and any other such recording as may be required by the Company. When the employee is required to punch in and out for coffee and lunch breaks, the employee will use any of the time clocks in the store.



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The Company will ensure the time clocks are properly functioning. Time Clocks that are not working properly should be reported to the department supervisor or the Store Manager who will make every effort to have the clocks repaired as soon as reasonably possible. All other clocks in the store will be set as close to the same time as possible by Store Management. The parties acknowledge that the above devices are not set on the same system nor will they be.

The Company agrees to provide the information on time worked (TAS /Arrears reports) in an electronic form on a bi-weekly basis.

A copy of the completed “Master Schedules” shall be forwarded to the Union on a bi-weekly basis.

Any employee who for any reason fails to record all time worked in the manner required by **Article 5.09 (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: t e r m i n a t i o n o f employment.

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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 Company 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 under the Termination **Article** of this Agreement.

Management agrees to assume its full responsibility in seeing that all employees are compensated for all time worked.

(5) The Company is committed to the early resolution of payroll disputes. If an employee believes that they were incorrectly paid, they shall immediately bring it to the attention of their supervisor. If the matter is not resolved to their satisfaction, then it should be brought to the attention of the Store Manager, or the Labour Relations Department and the Union. In the event that an employee is not paid the correct amount of pay as a result of an error made by the Company, and the error is not corrected and paid within three (3) working days, the employee shall be compensated an additional ten (10%) percent of the shorted amount on the following pay day, providing the employee brings the matter to the attention of the Company as determined above, in the week following pay day. Working days in this paragraph shall mean Monday to Friday, inclusive.

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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.

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

The Company 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.

The Company and the Union agree that a rest period scheduled by the Company shall be 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 Company does not schedule a meal period without pay, then the employee will be scheduled a fifteen (15) minute rest period with pay within half an hour of the end of the first shift, providing the overtime is for two (2) hours or more.

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

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(1) rest period with pay.

(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.

(3) 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.

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

(5) The Company and the Union agree that a rest period scheduled by the Company shall be of fifteen (15) minutes' uninterrupted duration.

5.12 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 period, or meal period 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.

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Employees who receive a fifteen (15) minute rest period in violation of the conditions outlined in the paragraph above shall receive an additional fifteen (15) minutes pay at their regular hourly rate.

Employees who do not receive a fifteen (15) minute rest period shall receive thirty (30) minutes pay at their regular hourly rate.

### 5.13 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. **In the event that a full time employee is not able to report to work, the employee will be eligible to utilize a vacation day for that day.** 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 Company will endeavour to provide employment in such other of its stores not so affected.

### 5.14 Night Shift – All Departments

(1) In Superstores where night stocking is in effect one or more days per week, there will be one employee appointed on night stocking crew to act as Lead Hand. When the Lead Hand rotates to the

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day shift, **they** shall be called the Direct Hand. Both the Lead Hand and the Direct Hand shall receive a premium of seventy-five (75¢) cents per hour for all time so appointed, including general holiday pay and overtime.

In Extra Foods Stores, where there is no Junior Assistant Manager, there shall be a Direct Hand position created. **They** shall receive the premium of seventy-five (75¢) cents per hour for all time so appointed, including general holiday pay and overtime. In no store shall both positions (Junior Assistant Manager and Direct Hand) exist at the same time. There shall be a twenty-five (25¢) cent Key Holder premium. An individual assigned to work cash office after 6:00 p.m. will be paid a twenty-five (25¢) cent premium.

(2) Normal night shift for full-time meat, bakery, grocery, perpetual inventory, FLOW operating departments employees or receivers shall not exceed three (3) months over a six (6) month period where a full-time-day position(s) exists. Normal night shift shall be defined as four (4) or more night shifts per week. If it is not possible to rotate every three (3) months, the Company agrees to rotate employees equitably, by seniority, between day shift and night shift for all employees requesting said rotation. The Company agrees to provide in writing at least two (2) weeks' advance notification to the employee when the employee is moving from nights to days and vice versa.

(3) Where it will not interfere with the efficient operation of the business, the Company will endeavour

not to schedule employees with twenty-five (25) or more years of service, on the night shift.

Senior employees will be given preferential consideration for employment during regular store hours, rather than night shift, in instances where not all employees are required to work on night shift rotation. In the event that an existing full-time person working days has to be moved to a night shift, the Company will first ask for qualified volunteers among the full-time employees in the affected classification in the same store.

(4) No employee shall be scheduled to work alone on night shift in any store, except in case of emergency.

(5) The Company agrees that employees working night shift will not be scheduled to commence work before Sunday midnight, except in case of emergencies.

(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 shift and also between the end of the employee's night shift and the beginning of the employee's day shift.

#### 5.15 **Assistant Department Supervisors - Real Canadian Superstore**

The parties agree that, to enhance the Company's ability to develop supervisory staff, there shall be created the position of Assistant Department Supervisor in the Real Canadian Superstore. The

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Assistant Department Supervisor shall be:

- (a) filled by individuals hired or selected on the basis of their merit, qualifications, ability and seniority as determined by the Company;
- (b) required to provide all relief for the Department Supervisor;
- (c) when not relieving, receiving hours equal to but not more than the senior employee in the department. The rate shall be forty (40¢) cents per hour over the top rate in the department. Employees promoted to the position of assistant supervisor in general merchandise following October 20, 2013 shall receive a premium of forty cents (\$0.40) per hour above the current top rate of pay on their pay scale in their classification when filling this position.

The second paragraph of **Article 19.07** will not apply to an employee appointed full-time by the Company as Assistant Department Supervisor unless said employee's seniority would have entitled **them** to be promoted to a full-time position independently from this appointment.

5.16 No employee will be required to work more than six (6) hours in an automated checkstand in any one day unless mutually agreed.



## ARTICLE 6 OVERTIME

# 6

6.01 All time worked in excess of the normal, basic work week, as defined in **Article 5**, sub**articles 5.01, 5.03, and 5.04** or the regular working day scheduled by the Company, 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 regular, 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** of the employee's regular hourly rate for all time so employed.

6.03 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 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.

6.04 All overtime must be authorized by management.

6.05 Overtime shall be by mutual consent (subject to this clause) and shall be offered to the most senior employee on the shift, in the section 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 section, in increasing order of seniority, who have the ability and qualifications to perform the work, shall then do the required work.

6.06 When the stores are closed for business on Sunday, any full-time employee scheduled to work on Sunday when the stores are closed shall be paid double time **their** regular, hourly rate of pay for all hours worked. Any part-time employee scheduled to work on Sunday, when the stores are closed, shall be paid double time **their** regular, hourly rate for all hours worked.

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6.07 In the event the Company opens its stores on Sunday, the following conditions will prevail for those stores that are open:

- (a) all work done on Sunday at any time 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 Company will staff its stores on a voluntary basis. It is understood that in the event sufficient employees do not volunteer for work on Sunday, the Company will have the following options:
  - (i) either scheduling regular employees to do the work, in reverse order of seniority; or
  - (ii) hiring new employees to work on Sunday.
- (d) It is agreed that (b) above will not stop the Company from scheduling either Saturday/Sunday or Sunday/Monday as consecutive days of rest.
- (e) Notwithstanding (c) above, full-time employees may be scheduled to work not more than one (1) Sunday every four (4) weeks.
- (f) For the purpose of availability, part-time employees in the group as defined in **Article** 19.14 will not be considered to have restricted themselves if those employees decline to work on Sunday in any department. If these employees volunteer to work Sundays, they shall

receive a Saturday and Sunday off during the same four-week period. The Company shall determine which Sundays they shall be scheduled to work.

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

## 7

### **ARTICLE 7 JOB SECURITY - FULL-TIME EMPLOYEES**

7.01 The Company agrees that not less than eleven (11%) percent of all employees working in the bargaining unit at the Superstores, excluding Courtesy Clerks, shall be employed as full-time employees for the duration of this Agreement.

7.02 The calculation of the number of full-time jobs shall be done twice per year, no later than September 1st and March 15th.

7.03 The total number of employees will be the average number of employees who work in each four-week accounting period in the six or seven accounting periods prior to the calculation date.

7.04 Full-time employees who are counted will be those who have worked in the previous six or seven accounting periods.

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7.05 Full-time employees who apply for long term disability, retire, resign, or are terminated, will be replaced by a new full-time employee within two weeks (four weeks in Brandon).

7.06 Full-time employees who are off for twelve (12) or more continuous weeks for reasons of maternity leave, parental leave, WCB, or weekly indemnity will have their full-time hours assigned to a part-time employee on a temporary basis.

7.07 The replacement employee, during the absence, will be considered as a full-time employee for the purpose of the calculations above.

7.08 Employees receiving said temporary assignments shall not qualify under **Article** 19.12 or increased benefits under Appendix “A” as a result of receiving these additional hours.

7.09 Full-time employees will have the ability to change to part-time status once during the life of this agreement for reasons other than working at alternative full-time employment. Employees may make this request during the period of January 10 to November 1.

Requests will be considered and granted provided they do not interfere with the efficient operation of the business and shall not be unreasonably

denied. Full time employees moving to part time status will not be able to request full time status as per **Article 19.16** for a minimum period of twenty-four (24) months unless the Company agrees to waive.

A full-time employee moving to part-time will not suffer a loss to their class hours or wage rate, will submit a declaration of availability form and will retain their original date of hire and seniority date as per **Article 19.10** of the Collective Agreement.

## 8

### 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 **Articles 8.03** and **8.04** below and **Article 6.03**:

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

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 Company.

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

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- (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 Company, 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 Company's Weekly Indemnity Benefit Plan, or Workers Compensation, for the full week in which the General Holiday(s) occurs, and requests for time off for vacation purposes as set out in **Article 11.16**, shall not be entitled to general holiday pay.

8.03 Eligible full-time employees shall suffer no reduction in their pay for a general holiday as set out in 8.01 above.

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 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 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 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.

## 9

### ARTICLE 9 WAGES

9.01 The minimum 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 in 19.20 (e) and (f). The rates of pay provided in Appendix "B" are minimum rates and apply to the job classifications and not to the individual. The rates of pay, premiums or incentives will not be changed without first discussing changes with the Union.

9.02 New employees will be considered for previous experience credit to a maximum of one-thousand (1000) hours except for Bakery Production and Meat Production Specialists classifications which will be to a maximum of two thousand (2000) 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.

9.03 It shall be the responsibility of the employee to supply reasonable proof of **their** previous experience within ninety (90) 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.

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The Company will have the right to demand proof of past experience from the employee affected in establishing **their** proper wage scale.

9.04 The Union shall be provided with the following information once a month:

- (1) a list containing the names of employees who have terminated their employment during the previous month;
- (2) a list of new appointments to full-time positions and their classifications and store numbers;
- (3) a list of full-time employees reduced to part-time.

9.05 **Scheduled or Call-in Time**

Employees, except as provided below, 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.

9.06 **Travel Time - Transfer to another City or Town**

Any employee who is transferred, at the request of the Company, from one store to another 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 Company.

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No employee shall be transferred outside their own town or city unless the employee accepts the transfer.

9.07            **Evening Shift Premium**

All employees who are scheduled to work twenty-two (22) hours or more per week, shall receive sixty-five (65¢) cents per hour, in addition to their regular hourly rate of pay, for each half hour worked between 6:30 p.m. and the end of the shift. Premium pay for the evening shift shall not be added to the employees' hourly rate for the purpose of computing overtime under **Article 6.01**.

9.08            **Night Shift Premium**

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 twenty-five cents (\$1.25) 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.

This clause shall not result in duplication of premiums.

## ARTICLE 10 RELIEVING RATES OF PAY

### 10.01      Store Manager

Any employee relieving a Store Manager for more than one (1) day in the employee's home store and immediately in a store other than the home store, shall receive a minimum of one (\$1.00) dollar in addition to **their** regular, hourly rate of pay for all time so employed.

10.02      Employees assigned to relieve the following positions for a period of more than one (1) consecutive working day shall be paid a relief rate of seventy-five (75¢) cents per hour in addition to their regular, hourly rate of pay for all time so employed;

Extra Foods:

Assistant Store Manager  
Junior Assistant Manager  
Produce Department Manager  
Head Cashier  
Bakery Department Manager

Superstore:

Assistant Store Manager  
Department Supervisor

### 10.03      Meat Department Manager (Extra Foods only)

Any employee relieving a Meat Department Manager (in Extra Foods only) for more than one (1) day in the employee's home store, and immediately in a store other than their own home store, shall receive a minimum of sixty-five (65¢) cents per hour in addition to **their** regular, hourly rate of pay, for all time so employed.

10.04 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.

## ARTICLE 11 VACATIONS WITH PAY

# 11

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

- (1) the period of vacation;
- (2) the aggregate of periods not exceeding thirty (30) working days in all, comprising:
  - (i) time during which the employee has been authorized by the Company to be absent from work;
  - (ii) time in respect of which the employee files with the Company a certificate, signed by a duly qualified medical practitioner, that **they** was 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

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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, with the exception of the first calendar year in which **they** qualify for a fourth (4th), fifth (5th) or sixth (6th) week of vacation, where October 1st shall be used instead of April 1st as the eligibility date. 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 Company.

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 11.20):

- 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 -

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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);

twenty-three (23) or more years by April 1st - seven (7) weeks' vacation with pay.

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, except as indicated in 11.06 and 11.07, or unless otherwise mutually agreed to between the employee and the Company.

11.06 When full-time employees are scheduled to take their vacations during the months of June, July, August, September and December, the Company shall grant a minimum of two (2) weeks consecutively. The balance of the vacation entitlement during that period shall be scheduled by the Company unless otherwise agreed to between the Company and the employee.

11.07 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, except during the months of June, July, August, September and December, unless otherwise mutually agreed to between the employee and the Company.

11.08 The vacation period for those employees entitled to three (3), four (4), five (5), six (6) and seven (7) weeks' vacation shall be April 1st to September 30th, unless otherwise mutually agreed to between the employee and the Company.

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

11.10 A full-time employee's approved scheduled vacation dates will not be changed by the Company 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.

11.11 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



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claim for Weekly Indemnity benefits and the balance of the employee's vacation will be rescheduled following the employee's return to work.

11.12 Full-time vacation entitlement must be taken from April 1st to March 31st to coincide with the eligibility date of April 1st and shall not be carried over from year to year beyond March 31st.

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

11.14 For those full-time employees entitled to five (5) weeks of vacation or more, up to one (1) week of full-time vacation entitlement may be taken as single days, of which a maximum of two (2) may be used to extend a weekend off.

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 Company's sole discretion, but will not be unreasonably denied.

All individual days of vacation must be scheduled or taken by October 1 of each year. Those days that are not scheduled or taken by October 1<sup>st</sup> will be scheduled by the Company at its sole discretion.

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## **Part-time**

11.15 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 Company to December 31st of each year as outlined below:

less than three (3) years	- 4%
three (3) years and more	- 6%
eight (8) years and more	- 8%
thirteen (13) years and more	- 10%
eighteen (18) years and more	- 12%
twenty-three (23) years and more	- 14%

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

## **General**

11.17 The words "total wages earned", wherever stated in this **Article**, shall be as defined in the Vacations With Pay Act of the Province of Manitoba.

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11.18 The vacation schedule for all employees shall be in circulation by January 1<sup>st</sup> and finalized by April 1<sup>st</sup>, setting out the employees' vacation entitlement or time off for vacation purposes for the year. Vacation entitlement approved and taken during the months of January through to April shall also be set out in this schedule. The vacation schedule shall be posted for the entire vacation year in an area accessible to all employees.

11.19 The Company reserves the right to determine the vacation period for each employee, subject to the provisions above and the provisions of **Article 19** of this Agreement. Vacation requests that are submitted after April 1<sup>st</sup> shall be granted on a first come, first served basis. In scheduling of vacation the Company agrees to act fairly, reasonably and in good faith.

11.20 Effective December 17, 1990 and applied only to employees promoted to full-time December 17, 1990, or later, 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 Company 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 regular full-time employee (1,924) to establish the appropriate yearly credit or portion thereof to adjust

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the employee's vacation entitlement date for future vacation entitlements as provided in **Article 11.03** above.

For example, a full-time employee with 14,500 part-time hours will have **their** vacation entitlement adjusted to be 14,500 divided by 37 = 391.89 weeks credit or 391.89 divided by 52 = 7.54 years or 7 years and 28 weeks.

11.21 Part-time employees' vacation pay shall be paid during the month of January of each year unless the employee requests in writing by December 15<sup>th</sup> that their vacation pay be held and paid out in its entirety on the payroll date prior to the date specified by the employee.

11.22 The Company agrees to withhold vacation pay for full and part-time employees who go on approved maternity leave, parental leave or other extended leave, provided a written request is made to Labour Relations as outlined.

1. part-time - prior to January 15th
2. full-time - three (3) weeks prior to ceasing work

Payment will be made within three (3) weeks of return to work, upon written notification to the Labour Relations.

**ARTICLE 12**  
**MANAGEMENT'S RIGHTS**  
**AND FUNCTIONS**

**12**

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

13.02 The Company agrees to maintain adequate heating in all of its stores. **The Company will attempt to resolve temperature issues in the front end department.**

13.03 The Company agrees to ensure as far as is reasonably practical to do so the health and safety of the employees in all of the stores and address health and safety hazards that arise in the workplace.

13.04 A Health and Safety Committee shall be established for each store and both the Company and the Union shall appoint two committee members from each store. In addition, **two** alternates may be appointed by the Union and one by the Company. 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 Company or the Union, the Company 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 Company any health and safety

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concerns and such issues will be addressed by the Committee. The Company will act expeditiously in responding to any health and safety concerns raised.

The Company will endeavor 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.

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

13.05 The Company and the Union agree to share the cost of a First Aid training course for any members of the bargaining unit who are on the Health & Safety Committee who wish to take same.

13.06 **Anti-Fatigue Mats**

The parties recognize the need for effective anti-fatigue mats to be placed at the check-stands, customer service and in appropriate areas provided it is safe and reasonable to do so.

13.07 **Safe Equipment**

The Company agrees to maintain equipment that employees are required to use, in a safe condition. Equipment that is not in proper working

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condition should be reported to the department supervisor or the store manager (Extra Foods).

### 13.08 Lunchroom

The Company will provide a microwave oven and coffee machine in the lunchroom at each store. Tables and chairs will be maintained in good condition.

### 13.09 Water Bottles

Employees may elect to bring a bottle of water to their working areas under the following conditions:

- 1) The bottle is a “President’s Choice” brand or other brand designated by the employer **or a personal water bottle absent of competitor branding or any other material or content that may be objectionable as determined by the Company.**
- 2) The size is 1 litre or smaller.
- 3) Cashiers will store the bottle under the counter. Bottles are not to be present on the sales floor when the store is open. **Fresh Food Department employees may keep their water bottles in the back room in a designated location specified by management.**
- 4) Employees must exercise common courtesy with customers when consuming water.



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13.10 A Provincial Executive Joint Health & Safety Committee will be established to meet two (2) times per year, or more often if necessary, to address health & safety issues. The committee shall be comprised of four (4) representatives from the Company and four (4) representatives from the Union.

13.11 **Notice of Injury Form**

a) 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 Company 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. **If requested, the form (minus personal/identifiable information) will be made available for review at the in-store health and safety committee meeting.**

b) The notice of injury form shall be in compliance with the Manitoba Workers Compensation Act.

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

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

## ARTICLE 14 EMPLOYMENT SECURITY

14.01 The Company will give the union and affected employees' notice of the following events:

- a) Store closing - four weeks
- b) Change of store banner - two weeks
- c) Centralization of production - two weeks
- d) Department closing or a full-time job becoming redundant - two weeks
- e) Substantial alteration to a department - two weeks
- f) Technological changes - three months

**Definitions:**

- a) "Centralization" means the movement of production and/or processing from one or more stores into another store, or to a location outside the scope of the agreement operated by the Company.
- 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 or more events as described in 14.01 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

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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 who no longer receives a guarantee of hours as per **Article 19.14** (a), (b) or (c) due to the events described in 14.01, 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 per **Article 19.19** 2) or 3). It also includes the amalgamation of departments or division of any existing department.

14.02 In the event of circumstances described in 14.01 above, affected full-time employees shall be able to exercise their bumping rights as outlined in **Article 19.20** (b).

14.03 In the event of circumstances described in 14.01 above, affected part-time employees shall be entitled to exercise their bumping rights as outlined in **Article 19.20** (a) without having to wait for four (4) weeks with no hours.

14.04 In the event that a full-time employee who is affected due to technological change, closing of a department, or job becoming redundant, or centralization outside the scope of the collective bargaining agreement, bumps according to 19.20 (b), **they** shall be given a training period of up to 30 working days. If they cannot be retrained, the employee shall be paid severance equal to one week's pay for each year of continuous full-time service to a maximum of fifteen (15) weeks' pay.

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

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

14.05 No employee shall perform work in a classification and/or department other than their own except in the case of an emergency as defined in **Article** 5.06.

**ARTICLE 15**  
**PAYMENT FOR MEETING ATTENDANCE**

**15**

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

**ARTICLE 16**  
**STRIKES AND LOCKOUTS**

**16**

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

**ARTICLE 17**  
**UNION REPRESENTATIVE'S**  
**VISITS TO STORES**

**17**

17.01 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 Collective Agreement are being implemented.

17.02 The interview of an employee by a Union Representative shall be permitted after notifying the

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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 Company 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 Statutory Holiday, except in cases of employees who work only Fridays, Saturdays, or after 3.30 p.m.

17.03 The Union Representatives shall not discuss grievances with the Store Manager unless **they are** an owner-operator. Such matters shall be presented to the Company in accordance with the provisions of **Article 26** of this Agreement.

Supervisors and/or Store Managers are not authorized to resolve grievances unless authorized by Labour Relations. Shop Stewards are not authorized to resolve grievances unless authorized by the Union Office.

17.04 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 18

### LEAVES OF ABSENCE

18

18.01 The Company agrees to allow time off work without pay for one (1) delegate for every three hundred (300) employees in the Bargaining Unit, or major fraction thereof, to attend Union Business for a period of not more than ten (10) calendar days.

Shop Stewards, as set out in 29.03 shall be granted time off without pay to attend Shop Steward Conferences, up to five (5) days per year, providing the Company is given two (2) weeks prior notice of such request.

The Union will give the Company two (2) weeks' notice in regard to such requests to attend conventions.

18.02 Any employee with one (1) year or more of service may request a leave of absence of up to four (4) weeks. **Twice per the life of the agreement, an employee with one (1) year or more of service may request a leave of absence of up to six (6) 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 Company

18.03 Upon two (2) weeks' prior notice in writing from the Union, the Company agrees to grant a leave of absence of up to one (1) year to one (1) employee

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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 Company at least two (2) weeks in advance of the employee's return to work for the Company.

18.04(A) **Maternity Leave**

A female employee shall be granted a maternity leave of absence by the Company. Said employee shall be re-employed by the Company 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 (**or whatever the current legislation provides for**) provided such request is accompanied by a doctor's certificate setting out the nature of the condition.

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



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under the terms of the Plan(s).

(B) **Parental Leave / Adoption Leave**

(1) **Entitlements**

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

(a) who,

i) 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 Company an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to and shall be granted parental leave, consisting of a continuous period of up to **(or whatever the current legislation provides for)**

(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

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child comes into the actual care and custody of the employee. Parental leave for natural mothers must commence immediately on the expiry of maternity leave, unless the Company and the employee agree otherwise.

(3) Late Application for Parental Leave

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

(4) Reinstatement of Employee

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

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

18.05 The requesting and granting of leaves of absence shall be in writing. The Company agrees it will reply within two (2) weeks of the request where possible.

18.06 **Family Responsibility Leave**

In the event of an illness or injury occurring to an employee's spouse, parent or child the employee may request, and if so, shall be granted a leave of absence or absences which shall not exceed five (5) 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, parent or child.

18.07 **Compassionate Leave**

The Company agrees to grant time off consistent with the compassionate leave provisions of the Manitoba Employment Standards Act.

18.08 **Domestic Violence Leave**

**Employees who are victims of domestic violence will be entitled to leave as outlined in the**

**Domestic Violence Leave and Stalking Act as it reads at October 14, 2018.**

**ARTICLE 19  
SENIORITY**

**19**

groups to be established for the Winnipeg area  
es:

- (1) Extra Foods
- (2) Superstores

**Full-time**

19.01 Seniority for full-time employees shall be defined as: “the length of continuous service with the Company as a full-time employee”.

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

- (1) is duly discharged by the Company 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 layoff and does not return to employment within the time as set out in sub**article** 19.04 (2);

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- (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 Company 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 Company shall be considered a satisfactory reason.

19.03 Unless merit, fitness and ability of an employee is greater than other employees regularly working full-time involved, length of continuous service with the Company shall govern in cases of promotions.

Seniority with the Company 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.

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

- (1) no more than six (6) months has elapsed since the last day worked by the employee, and

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- (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.

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

19.06 The six (6) month and twenty-four (24) hour deadlines contained in 19.04 (1) and 19.04 (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 Company may require the employee to provide written confirmation from a doctor of such illness or accident.

19.07 In the event an employee's status changes from full-time to part-time either at the direction of or with permission of the Company, **their** seniority date will be **their** most recent date of hire.

When an employee's full-time status is changed to part-time status due to circumstances of maintaining an efficient operation it is understood that such employees shall be considered for full-time positions before employees who have requested full-time employment under 19.16.

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

19.09 The Company, 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. (This **article** shall apply to Extra Foods stores only).

### **Part-time**

19.10 Part-time employees will have seniority only within the part-time seniority list in their store except as indicated in 19.20.

Courtesy Clerks shall be in a separate seniority list and shall only have seniority over other Courtesy Clerks.

Seniority for part-time employees shall be defined as: "the length of continuous service with the Company since the most recent date of hire."

Employees who commence work on the same date will be ranked, for seniority purposes, in order of their date of application. This shall apply to all employees hired after December 12, 1990.

If the dates of application are the same, the Company will determine, within the first one hundred and sixty (160) hours worked, the seniority

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ranking of the employees and will rank them on their schedule and on the seniority list accordingly. If said ranking does not take place within the first 160 hours worked, then the employees with the same application date will be ranked using their birth date, defined for these purposes as the month and day. This shall apply to all employees hired after October 19, 1997.

19.11 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.

19.12 When a part-time employee works the basic work week for thirteen (13) consecutive weeks, a full-time position shall be deemed to have been created and shall be filled according to sub**article** 19.16 of this Agreement. If no written/electronic application is on file for the full-time employment, the employee who has worked the thirteen (13) consecutive week period mentioned above shall be given first opportunity to fill the position. This provision shall not apply to part-time employees who are relieving due to maternity /paternity /adoption leave, sick leave, WCB, union leave or other employees hired for a specific project or group of assignments.

19.13 In scheduling or calling in part-time employees, preference in available hours of work shall be given to senior, part-time employees within their department, insofar as this is consistent with their availability and ability to handle the work to



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be performed in a competent manner.

The Company may assign additional hours that the Supervisor would have been required to work, during a time when the Supervisor is absent, to a junior employee without regard to the above paragraph when relieving a Supervisor.

- (a) The Company agrees not to schedule or call in any part-time employees during the period of time they are not available, as indicated in their Declaration of Availability, **Article 19.15**, except for call-ins when no-one else is available. It is understood however that the acceptance of the call-in during an employee's restricted time shall be on a voluntary basis.
- (b) **Preference for Call-ins**  
In the event an employee is called to work hours that **they have** not been scheduled to work, such call-in shall be by seniority within the classification within the department. It is understood that available-anytime employees will be called in order of seniority prior to calling restricted employees in order of seniority.
- (c) In weeks where the available-anytime employees in a department are receiving twenty-five (25) hours or less, the available-anytime employees will be scheduled (when the schedule is posted as per **Article 5.09**) a minimum of four

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(4) hours more than restricted employees for that week.

- (d) In the event that the four (4) hour gap is not applied correctly and there is a valid claim for hours, those hours shall be payable to the senior anytime employee affected.

19.14 The following items (a) shall apply in all stores in all departments with greater than four (4) employees (excluding Courtesy Clerks)

- (a) **Article** 19.13 notwithstanding, the senior forty (40%) percent of the employees in the department, (excluding Courtesy Clerks), hereinafter called “the Group”, shall be scheduled as follows:
- (i) the senior one-third (1/3) of “the Group” shall receive twenty-eight (28) hours or more per week;
  - (ii) the next most senior one-third (1/3) of “the Group” shall receive twenty-four (24) hours or more per week;
  - (iii) the least senior one-third (1/3) of “the Group” shall receive twenty (20) hours or more per week.
- (b) Implementation of the above minimum guarantee of hours for “the Group” shall be subject to the following definitions and/or conditions:
- (i) “The Group” shall be calculated based on the total number of part-time employees in the department,

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(excluding Courtesy Clerks).

This will then produce the number of part-time employees entitled to the minimum guarantee as indicated in 19.14 (a).

(ii) Any restricted employees shall not qualify to be scheduled under this **article**. The Company, therefore, shall go to the next unrestricted available employee until the total number constituting “the Group” is reached.

(c) **Part-time employee - no hours**

When a part-time employee receives no hours for more than four (4) consecutive weeks, for whatever reasons, **they** shall no longer be included in any manner, in a calculation of a Group, nor shall **they** be entitled to any Guarantee of Hours.

(d) Hours paid for General Holidays as per **Article** 8.04 (A), (B) and (C) shall be considered as hours worked for the purpose of satisfying the minimum guarantees in **Article** 19.14(a) above and Letter of Agreement No. 3 regarding minimum guarantee. This will not apply to employees with ten or more years of service hired prior to October 20, 2013 and will not result in the payment of overtime.

19.15(a) Declarations of Availability shall be as follows:

A part-time employee may change their

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Declaration of Availability as follows:

1. On the first Sunday in September (with a two-week leeway either way for reason of the start of the school year only) and,
  2. Three (3) other times during the calendar year.
  3. In the event of a change to a department as defined in **Article 14**, employees in that department will be given one additional Declaration of Availability change to be made within two (2) weeks of the change in department hours.
  4. Students will be able to change their declaration during the first two weeks of school in September and January if their class schedule changes, without it being considered an additional declaration change.
- (b) Employees cannot use floating availability date to limit or further limit their availability between the Sunday prior to the Remembrance Day General Holiday and the end of the year.
- (c) There must be a minimum of four weeks between all availability changes.
- (d) Employees electing to change their availability will submit a completed form to their supervisor/manager on or before the Sunday, which falls two (2) weeks prior to the effective date of the required change.

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- (e) All part-time employees with less than ten (10) years of service will not be able to restrict their hours of work on Saturdays.
  - (f) Part-time employees hired after April 18, 2004, must be available to work at least two shifts of a minimum four (4) hours consistent with those scheduled in the department two (2) days per week.
  - (g) Available anytime employees can block off a period of up to twenty-four (24) consecutive hours between Sunday midnight and Friday at 12:00 pm and retain their available any time status. This 24 hour block can be changed during the Declaration of Availability above, and one additional time per year.
  - (h) If a part-time available anytime employee volunteers to work Sunday for a minimum 3-month period, they can split the 24-hour block into two 12-hour blocks for that same period and maintain their available anytime status.
  - (i) Part-time employees shall be required to work schedules according to the above Declaration of Availability. No changes to availability shall be permitted except as indicated above or under circumstances beyond the control of the employee.
  - (j) The Company shall make forms available for an employee who wishes to change **their** availability according to the dates indicated above. Such form shall be completed by the employee and returned

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to **their** Supervisor. Failure to provide the Supervisor with a Declaration of Availability prior to the dates indicated shall result in the continuance of the previous Declaration of Availability.

- (k) New employees shall be required to complete Declaration of Availability forms at the time of completion of their application for employment. New employees will be given written explanations about the declaration prior to filling out their first declaration. The contents of the explanation will be as mutually agreed between the Union and the Company.
- (l) Copies of all Declaration of Availability forms shall be forwarded to the Union office via email.
- (m) Employees, who have indicated that they are unavailable for scheduling on Sunday, will be allowed to place their name on a Sunday call-in sheet for a minimum of twelve (12) weeks. The Sunday call-in sheet will be by department, to a maximum of eight names, based on seniority. Employees on the Sunday call-in sheet who refuse four (4) call-ins in a 12-week period will be taken off the list for the next 12 weeks.  
Employees removed from the Sunday call-in sheet will be replaced by the next senior employee who wishes to be available to be called in on Sunday. Employees removed from the Sunday

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call-in sheet must notify management if they want to go back on the call-in sheet after 12 weeks.

- (n) An employee may request a specific day off, a minimum of two (2) weeks in advance of the schedule being completed unless mutually agreed otherwise. Granting of requests is subject to operational requirements as determined by the Company but requests will not be unreasonably denied. **Where the scheduling of the employees guarantee of hours and request for time off are not granted concurrently, the Company will advise the employee of the option to retain either the guarantee of hours or have their request for time off approved.**

The above will not restrict a Supervisor from granting additional days off.

Part-time employees whose request is approved prior to the posting of the work schedule shall not have their hours of work for the week reduced.

Requests for a portion of a day off (four (4) hours or less) that are granted shall:

- a) not result in a reduction in the number of hours they are scheduled according to their seniority and availability;
- b) not prevent the employee from being eligible for call-ins at other times during the day.

- 
- (o) Part-time employees cannot further restrict their availability during their first **three hundred (300)** hours of work after being hired with the exception of students who may change their availability during the first two weeks of September or January to attend school. This does not exclude said employees from further opening their availability during this period of time.

19.16 In hiring new full-time employees, the Company agrees to hire part-time employees by classification by department in order of seniority, providing the employee has applied for full-time employment, and is able to perform the normal functions of the job in a competent manner. Applications for full-time will be made electronically through **the Full Time Request Portal with a member of store management. The employee will receive written confirmation that their application for full-time employment has been added to the Full Time Request Portal.** In such cases the employee will be on a probationary period of thirty (30) calendar days and if, during that time, the employee does not meet the requirements of the Company, the employee will revert to **their** former position. All applications must be made on the understanding that the employee will accept a work assignment in any of the Company's stores, within the city /area applied for. **An employee who is offered a full time position and refuses, will be removed from the full time list for a period of one year.**



19.17 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 **Article** 19.24 it is understood that the Company has sole right to grant or deny transfers based on their assessment of the efficient operation of the business.

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

- 19.18(a) Part-time employees who have worked in excess of one (1) year's service in a department may be granted a transfer to another department. The Company will be fair and reasonable in considering requests for a transfer.
- (b) Employees granted a transfer will be on a trial period of up to one hundred (100) hours 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, they shall be returned to their previous position and rate of pay.
- (c) Employees who are granted a transfer will be placed on the wage scale that corresponds to their current class hours. In no event will the employee's wages be reduced.

- 
- (d) An employee will be limited to one (1) transfer per life of the current collective agreement.

19.19 From time to time, the Company may establish new departments according to the following criteria:

- (1) notify the Union at least two (2) weeks in advance, and;
- (2) a new group of products or commodities are to be sold; or
- (3) the pre-existing mix of products or commodities is substantially altered to the extent that merchandising, production or staff requirements are substantially altered.

19.20(a) In the event a part-time employee is reduced to zero (0) hours for three (3) consecutive weeks, they shall be allowed, upon request to the Company, to:

- i) displace the most junior employee in the same classification and department in other stores in their own group. If they are unable to displace the most junior employee above, they shall then displace the most junior employee in the same classification and department in the other group. 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-1, B-2, B-5, except employees in B-3 may bump in the B-1 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 Appendix B-1, B-2, B-5, except employees in B-3 may bump in the B-1 classification, but in another store first within **their** group, and then in the other group.

**Article 19.20** (a) shall be limited to stores within a radius of fifty (50) kilometres from their own town or city limits.

Once the Company is notified by the employee of the request to transfer, the Company shall have two (2) weeks to complete the transfer as outlined above.

- (b) Full-time employees displaced due to events in **Article 14.01** shall exercise their seniority rights as follows:
  - i) displace the most junior full-time employee in their classification in the same department in another store first in their group, and then in the other group, or if not possible;
  - ii) displace the most junior full-time employee in any classification in

- 
- any other stores first within **their** group, and then in the other group, or if not possible;
- iii) in the event an employee cannot maintain full-time employment in either group, as indicated above, **they** shall remain as a part-time employee in **their** own classification and department, subject to **their** rights as per **Article 19.20 (a)**;
  - iv) when a full-time employee accepts a full-time job in another classification, **they** shall be given first opportunity to return to **their** previous full-time position.
- (c) It is understood that the words “displace the most junior employee” as indicated in 19.20 (a) and (b) shall mean that an employee who displaced the most junior employee in a department carries with **them their** Company seniority and is then scheduled according to said seniority within their own department.
- (d) An employee exercising their rights under 19.20(a) or 19.20(b) 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.
- (e) In the event any full-time employee

- 
- exercises **their** right under **Article 19.20** (b) and;
- i) remains in the same classification and department in another store, **they** shall retain **their** current rate of pay.
  - ii) If any full-time employee moves to another classification or moves to another department, **they** shall carry fifty (50%) percent of **their** career hours to determine **their** rate of pay in **their** new classification to a maximum of fifty (50%) percent of the total hours on the wage scale.
- (f) In the event any part-time employee exercises **their** right under **Article 19.20** (a) 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, **they** shall carry **their** career hours to determine **their** rate of pay in **their** new classification

### **Seniority - General**

19.21 Full-time employees may request and may receive two (2) days off per month from Monday to Thursday as part of their regular days off in order to attend to family and personal responsibilities. These requests will not be unreasonably denied as determined by the operational requirements of the business.

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19.22 Any full-time or regular 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.

19.23 The Company agrees to provide the Union every three (3) months with: (1) a seniority list of full-time employees within the area covered by the Collective Bargaining Agreement; (2) a seniority list of part-time employees on a store-by-store basis; and (3) a Courtesy Clerk seniority list on a store by store basis.

19.24 Where it will not interfere with the efficiency of the operation of the business, employees will be afforded an opportunity of employment in the Company's store nearest to their residence. The Company is to be the sole judge in this matter, but shall not unreasonably withhold such an opportunity.

19.25 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 Article 5.06.

## **ARTICLE 20 MERGER OF BUSINESS**

20.01 In the event ownership of the Company passes to another Company, the relevant **Articles** of the Manitoba Labour Relations Act shall apply.

20.02 The Company 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 21 SUPPLIERS' REPRESENTATIVES

21.01 Except prior to store opening and (1) week thereafter, or during store remodelling to a maximum of one (1) week, supplier representatives will not stock or replenish merchandise. The following supplier's representatives will be able to continue the work currently being provided: Greeting Card companies, Chip companies, **Soft Drink Companies**, **Clip Strip Goods**, **Floral**, and Books and Magazine suppliers.

21.02 It is understood that the above will not apply to supplier 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

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the supplier's representative.

21.03 It is understood that from time to time suppliers will provide vendor assisted plan-o-gram resets in the stores. There shall be no reduction in the bargaining unit hours in the department as a result of these resets.

## **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

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

## ARTICLE 25 REPRIMANDS

25

25.01 When an employee in the bargaining unit is subjected to a disciplinary interview (where the Company 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 or **notice of discharge** shall be given to a Shop Steward in the store or be mailed or faxed to the Union office. If a Shop Steward or member is not present as required, or a copy of disciplinary notice is not given to the Shop Steward in the store, or mailed or faxed to the Union office, the resulting discipline shall not be valid and may not be utilized by the Company. Representation shall not be required in the case of probationary employees or in the event of a suspension pending investigation where no disciplinary interview is held.

25.03 The employee will be given a copy of such

reprimand which is to be entered on the employee's personnel file. The Employer will allow the Shop Steward to fax a copy of the reprimand to the Union office. If no Shop Steward is present at the discipline, the Company will keep a copy of the reprimand in the Managers office and it will be given to the steward when they next come to work so they can fax it to the Union. In unusual circumstances, where it is necessary for the Company to advise an employee by mail of discharge, the Union office will be mailed a copy of such notice by registered mail or transmitted to the Union office by facsimile.

## ARTICLE 26

### ADJUSTMENT OF GRIEVANCES

26

26.01 Any complaint, disagreement or difference of opinion between the Company, 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 Company 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.

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26.03 In any grievance regarding hours worked by an employee and the amount paid to an employee, the Company 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 Company may present a grievance. Any grievance which is not presented within fifteen (15) working days following the event giving rise to such grievance, or within ten (10) working 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.

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- (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 Company Official designated by the Company to handle labour relations matters. If the matter is not taken up within ten (10) calendar days of the date the Union received the written reply to the grievance in Step One, it will be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

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**

27.01 After one of the parties indicates they are taking the matter to arbitration, the matter shall be referred to a single Arbitrator as indicated in **Article 27.02**.

In the interest of settling a grievance prior to an arbitration hearing, 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 the single Arbitrator as indicated below according to the date of the grievance to the following panel of individuals:

- (1) **Keith Labossiere**
- (2) Diane Jones
- (3) Gavin Wood
- (4) Blair Graham
- (5) Michael Werier

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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 **their** in the panel shall be submitted as the Arbitrator.

27.03 Whenever one of the parties refers a matter to arbitration, the matter shall be heard within thirty (30) calendar days for suspension or termination and ninety (90) calendar days for any other matters. The matter shall be heard within that time limit unless both parties mutually agree to a date beyond the thirty calendar day or ninety calendar day requirement, or in the event that none of the five arbitrators listed above are available to meet within the 30 calendar day requirement or 90 calendar day requirement, whichever is applicable. If the parties cannot mutually agree to a date beyond the 30-calendar day requirement, or 90-calendar day requirement, whichever is applicable, the matter shall be referred to the selected Arbitrator who shall have the right to decide on the matter. In no event can a hearing be extended to a period longer than another thirty (30) calendar days. The Arbitrator shall have thirty 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 Company's action, or reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way it deems 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 **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.

## 28

### **ARTICLE 28 BULLETIN BOARDS**

28.01 The Company agrees that during the term of this Agreement, it will maintain its present policy to make space available to the Union in each of its stores **for a Union provided bulletin board**, for the purpose of posting notices directly relating to the employees of that store, provided such notice shall first receive the approval of management.

## 29

### **ARTICLE 29 COMPANY AND UNION CO-OPERATION**

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



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

29.03 The Company recognizes the right of the Union to appoint one (1) Chief Shop Steward per store and two (2) Shop Stewards per store. In stores employing fifty (50) or more employees, one (1) additional Shop Steward will be added for each additional fifty (50) employees or portion thereof, in each store. Provided the Union notifies the Company Official responsible for Labour Relations in writing of the names of the Shop Stewards in each store, then the Company agrees to notify the Union in writing prior to or at the time of the transfer of the designated Shop Steward.

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

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

# 30

## ARTICLE 30 DECALS OR SHOP CARDS

30.01 The Company agrees that during the term of this Agreement, it will continue its present policy of permitting the Union to supply and install its store cards or decals, one (1) for each of the stores covered by this Agreement, provided however that such decal or card shall first be approved by management and be located as directed by the Store Manager. Such decal or card shall be displayed in a prominent position.

# 31

## ARTICLE 31 UNIFORMS AND PROTECTIVE CLOTHING

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

31.02 Special clothing, such as rain capes, parkas, and gloves are to be supplied as decided by the Company, where required, in appropriate sizes.

31.03 When the Company requires employees to wear a specific shirt or style of shirt, the following will apply.

The Company agrees to:

- (1) provide two (2) shirts to available anytime employees and restricted employees who work one hundred and eighty (180) hours or more in three (3) consecutive periods;
- (2) provide one (1) shirt to restricted employees;
- (3) provide appropriate sizes.

In addition, the Company will provide two (2) replacement shirts after a year of employment and each subsequent year upon request by the employee.

Employees are required to maintain their shirts in a clean and presentable condition where possible. Any additional shirts required by the employee can be purchased from the Company at cost.

It is understood that in regard to shirts for short term national advertising campaigns (ie: Insider), the Company may not be able to provide more than one (1) shirt to an employee. If they can, priority will be for full-time and available anytime employees.

31.04 The Company agrees to meet and discuss with the Union prior to changing the dress code.

## **ARTICLE 32 JURY DUTY**

**32**

32.01 All employees, summoned to jury duty, jury selection or subpoenaed as a material witness, shall be paid wages amounting to the difference between the amount paid them for such services and

the amount they would have earned had they worked on such days. Employees on jury duty, jury selection or subpoenaed as a material witness, shall furnish the Company with such a statement of earnings as the Courts may supply. This does not apply if the employee is summoned on **their** day(s) off.

32.02 Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty, or when acting as a material witness, and actual work on the job in the store in one day shall not exceed eight (8) hours for the purposes of establishing the basic workday. Any time worked in the store in excess of the combined total of eight (8) hours shall be considered overtime and paid as such under the contract.

## 33

### ARTICLE 33 WITNESS FEES

33.01 Employees required to appear in Court as a witness on behalf of the Company will be paid wages amounting to the difference between the amount paid 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 Company 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**

34.01 All 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 or common law spouse, parent or step-parent, child or stepchild, brother or sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandparent-in-law, and grandchild. Employees shall not be required to attend the funeral in order to receive bereavement pay.

All requests for additional unpaid travel time or additional unpaid bereavement leave shall be fairly considered.

In the event of the death of an aunt or uncle, nephew or niece, an employee will be granted one (1) day's leave of absence with pay to attend the funeral.

34.02 The Company 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.

# 35

## ARTICLE 35 LIE DETECTOR TESTS

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

# 36

## ARTICLE 36 PHYSICAL EXAMINATIONS

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

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

**37**

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**  
**LOCKER SEARCH**

**38**

38.01 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 of the two 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.

**ARTICLE 39**  
**APPENDICES**

**39**

39.01 All Appendices attached to the collective bargaining agreement shall be deemed to be part of the collective bargaining agreement between the parties.

# 40

## ARTICLE 40 NO SEXUAL HARASSMENT

40.01 The Company and the Union agree that the retail locations covered by this Collective Agreement should be free of sexual harassment and the Company and the Union agree to co-operate with each other in preventing and eliminating sexual harassment if same should occur in the locations covered by this Collective Agreement.

# 41

## ARTICLE 41 DUTY TO ACCOMMODATE

41.01 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 Company 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 Company's operations. **The Company will be fair and reasonable when requesting medical notes.**

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



41.03 In the event of a discrepancy involving an employee's return to work and/or accommodation, the Company and the Union Representative, along with the injured employee, will meet and cooperate with each other to establish a safe return to work and/or accommodation.

## ARTICLE 42 RESPECT AND DIGNITY

# 42

42.01 The Company agrees that employees, the people who are a vital part of our success, must be treated with dignity, respect and fairness appropriate in the circumstances.

The parties agree that allegations of inappropriate conduct may be grieved under **Article 26**. If the parties cannot resolve the issue through the grievance procedure, the matter may be referred to an arbitrator under **Article 27**. In the event that the arbitrator finds that a violation of this **article** has occurred, **they** will either mediate the dispute following the dispute resolution process below or refer the case to one (1) of the following mediators who will also use the process below:

- 1) The matter will be referred to a mediator from the list below:  
John Korpesho  
Harvey Sector
- 2) If the matter is not resolved through direct mediation, the mediator will write a report outlining **their** view of the matter and

- make recommendations for a resolution.
- 3) Individuals identified through the process as having engaged in inappropriate conduct will be retrained or appropriately disciplined as determined by the Company. Such action will be shared confidentially with the President of the Union.

## 43

### ARTICLE 43 EXTENDED HOURS / 24-HOUR STORES

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

In the event that the Company 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 **three (3) weeks** in advance of the change, **unless a competitor announces that their locations will be open twenty (20) hours or more with less than three (3) weeks' notice to the public in which case the required notice will be a minimum of two (2) weeks.**

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43.01 Night shift sales will be defined as all work performed which starts between 11:00 p.m. and 6:00 a.m. inclusive, where the majority of hours fall between 11:00 p.m. and 6:00 a.m.

43.02 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.

43.03 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.

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

43.05 It is understood that for part-time employees hired before the store opens the extended hours, or the general merchandise departments alters

the hours of work for a majority of its employees by four (4) hours or more, employees will maintain their available anytime status provided the following criteria is met:

- a) The employee is available for the same hours that were previously scheduled within their department prior to the store / department hours changing.
- b) The Department continues to have hours of work scheduled for employees during the time that the employee is available.

43.06 When a store or department is open to the public for business twenty (20) or more hours per day, employees will be given an additional one-time opportunity to change their declaration of availability.

43.07 The Company will provide transportation for employees scheduled to work between 12:00 a.m. and 6:00 a.m. as required by Provincial Legislation.

## 44

### ARTICLE 44 EXPIRATION AND RENEWAL

44.01 This Agreement shall be effective from **September 28, 2018**, and shall remain in effect until **September 28, 2023**, 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

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a desire to terminate such Agreement or to negotiate a revision thereof.

On the expiry date of this Agreement, as indicated above, if negotiations have not been completed, the Company 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 Company seven (7) calendar days' notice in writing of its intention to declare a strike, or
- (3) a lock-out is declared by the Company by giving the Union seven (7) calendar days' notice in writing of its intention to declare a lock-out.


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


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

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

SIGNED THIS 14<sup>th</sup> day of DECEMBER, 2018.

**FOR THE UNION:**

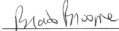
  
Vikki Allard

  
Nadia Aoubichat

  
Florence Barr

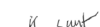
  
Kathy Brnjas

  
Lydia Brock

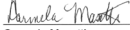
  
Brad Broome

  
Maria-Doris Burke

  
Dianne Gibson-Pierce

  
Kathryn Lunt

  
Olga MacLean

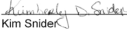
  
Carmela Masotti

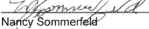
  
Linda Miller

  
Robin Moore

  
James Moran

  
Lisa Schmik

  
Kim Snider

  
Nancy Sommerfeld

  
Jason Hawkins

  
Roberta Hoogervorst

  
Bea Bruske

  
Jeff Traeger

**FOR THE EMPLOYER:**


Jonathan Carroll

  
Brad Denluck

Dave Graf

Casey Hillard

  
Al Jasper

  
Natasha Lalman

  
Scott Metzger

Mark Oliveira

**APPENDIX "A"**  
**SICK LEAVE, WEEKLY INDEMNITY BENEFIT**  
**LONG-TERM DISABILITY, PRESCRIPTION**  
**DRUGS, DENTAL PLAN, PENSION PLAN AND**  
**HEALTH AND WELFARE BENEFITS**

**A**

The Company agrees, during the term of this Collective Agreement, to make available the following benefits to eligible employees regularly working full-time and to eligible part-time employees, as indicated below, or as decided upon in either a Dental Trust Agreement or Pension Trust Agreement:

**A-1 SICKLEAVE, WEEKLY INDEMNITY,**  
**PRESCRIPTION DRUGS**

Employees in the bargaining unit shall be covered by the Company Group Insurance Plan after averaging thirty-two (32) hours or more per week during any thirteen (13) consecutive week period. Employees shall remain covered as long as they remain actively employed by the Company, whether or not their average weekly hours drop below thirty-two (32) hours per week.

Employees who have not qualified as of **September 28, 2018** to be covered by the Company Group Insurance Benefits and who subsequently qualify as indicated above, but who restrict their availability and as a consequence average less than thirty-two (32) hours during any thirteen (13) week period, shall be disqualified from the Company Group Insurance Plan.

In January of each year the Company will provide

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the Union with a list of all eligible employees. The Union will be provided with a copy of the plan text whenever it is changed.

A-1.01 The Company agrees to pay one hundred (100%) percent of the premiums for the Group Insurance benefits for eligible employees.

### **SICK LEAVE**

A-1.02(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 twenty (20) days' credit. Credits shall accumulate only on a full-time employment, following the completion of a three (3) month full-time employment eligibility period.

(B) The Company shall apply (for full-time employees only) any accumulated sick leave to absences for full or half shifts 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.

A-1.03(A) All part-time employees shall 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. Part-time employees shall be entitled to access their sick bank for full or half shifts.

All part-time employees who do not qualify for



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sick pay under this Article may be eligible to claim sick pay for full or part shifts from the Westfair/UFCW Health and Welfare Plan, subject to the terms of the Plan Trust (Appendix A-9).

(B) 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.

(C) After working thirteen (13) consecutive weeks in excess of thirty-two (32) hours, the part-time employees shall be eligible to commence accumulation at the commencement of the next reporting period.

(D) 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.

(E) 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.

(F) 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

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time off for vacation.

(G) 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.

A-1.04 The Company may require the employee to provide a doctor's certificate, verifying any absence due to disability. Notwithstanding **Article 41**, Doctor's certificates will only be required to provide verification of the absence for medical reasons and the possible restrictions and duration of restrictions if the employee is unable to return to full duties. The Company will be responsible to pay the cost of the certificate unless a note is required as a result of #1 or #2 below.

The Company will not require doctor certificates from employees who are not eligible for sick pay unless:

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.

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.

A-1.05 In order to qualify for sick pay, employees

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must notify the Store Manager, or the Food Manager, or the General Merchandise Manager, or Department Supervisor 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 Company, as indicated above, of the estimated length of illness and must notify the Company when ready to return to work.

The Company agrees to give employees the telephone number and to inform them of any changes.

A-1.06 Providing an employee is entitled to Weekly Indemnity benefits and a claim has been properly completed and filed with the Company, 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 Company when the Weekly Indemnity payment is received.

## **A-2 WEEKLY INDEMNITY BENEFIT – FULL-TIME & ELIGIBLE PART-TIME**

A-2.01 Weekly Indemnity benefits shall be paid commencing on the first day of hospitalization due to non-occupational accident or sickness or on the fourth day of absence due to sickness or non-occupational accident, with a twenty-six (26) week benefit period.

Weekly Indemnity payments shall be in

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the amount of seventy (70%) percent of the eligible employee's weekly income.

The Company agrees to provide access to the Company's Weekly Indemnity Benefits for eligible employees (as determined in A-1) as indicated above for injuries or illness related to pregnancy, provided the employee is not in receipt of any other benefit.

### **A-3 LONGTERMDISABILITYBENEFIT** **- FULL-TIME ONLY**

A-3.01 The Company will provide a Long Term Disability Plan to full-time employees to provide a monthly income benefit equal to sixty-six and two-thirds (66 2/3%) percent of the employee's base earnings as at the date of disability, subject to a maximum monthly income benefit of two thousand (\$2,000) dollars less income payable to the employee from any other source on account of the same disability. The benefit is payable to those employees regarded as totally disabled according to the long term disability insurance contract, and covers total disabilities that commence after the above effective date. The 66 2/3% and \$2,000 will apply only to new claims after October 1, 2008.

The monthly income benefit is payable after the first one hundred and eighty (180) days of disability and ceases on the earliest of death, attainment of age sixty-five (65), or when the employee is no longer totally disabled according to the insurance contract.

The premium cost of the Plan will be paid

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by the Company.

#### **A-4        PRESCRIPTION DRUGS – FULL-TIME & ELIGIBLE PART-TIME**

A-4.01        The Company agrees to provide prescription drug coverage for full-time and eligible part-time employees (as determined in A-1), covering the employees and their eligible dependents at no premium cost to employees.

A-4.02        The Prescription Drug Benefit set out in A-4.01 above, reimburses eligible employees for one hundred (100%) percent of the cost of allowable prescription drugs in excess of an annual deductible of ten (\$10.00) dollars for a single person and twenty (\$20.00) dollars for a family unit up to the deductible for the Manitoba Pharmaceutical Plan.

#### **A-5        MANITOBAFOOD&COMMERCIAL WORKERS DENTAL PLAN**

A-5.01        The Company agrees to make a direct contribution to the Manitoba Food & Commercial Workers Dental Plan of **thirty six (36¢) cents per hour effective September 28, 2018, thirty seven (37¢) cents per hour effective September 28, 2020** and **thirty eight (38¢) cents per hour effective September 28, 2022** 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

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basic work week in respect to all employees in the bargaining unit.

A-5.02 Such contributions will be forwarded to the Trust within twenty-one (21) days following the Company's four (4) or five (5) week accounting period.

A-5.03 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 Company'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 Company's contribution in respect to the cost of these benefits shall cease.

A-5.04 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-5.05 The Company and the Union agree that it is necessary to establish a reserve in the Manitoba Food & Commercial Workers Dental Plan and the parties agree to endeavour to ensure that the Trustees will work towards the establishment of a reserve

of approximately three (3) months' average claims payments (approximately one hundred thousand (\$100,000) dollars).

## **A-6 PENSION PLAN**

A-6.01 The Company agrees to contribute to the Canadian Commercial Workers Industry Pension Plan the sum of one dollar and **forty-five cents (\$1.45)** 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, for all employees in the bargaining unit and for all probationary employees, to the maximum of the basic work week as indicated in **Article** 5.01.

**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:**

<b><u>Period of Continuous Service</u></b>	<b><u>Employee Contribution Rate</u></b>
Less than two (2) years	Zero (0¢) per hour
Two (2) years but less than eight (8) years	Twenty two (22¢) per hour
Eight (8) or more years	Forty (40¢) per hour

**It is understood that the Company shall cease contributions for past service benefits in accordance with the Master Contribution Agreement.**

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A-6.02 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 A-6.01, shall be forwarded by the Company within the twenty-one (21) days after the close of the Company's four (4) or five (5) week accounting period. The Company agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.

A-6.03 Any member of the Union who also is a member of the Westfair Foods Ltd. Retirement Plan on January 5th, 1975, (Extra Foods ONLY) and May 2nd, 1976 (LOBLAWS ONLY) shall thereafter cease making contributions to the Westfair Retirement Plan. They shall then be entitled to benefits earned to date under the Plan and withdrawal benefits only on termination of employment with Loblaw Companies Ltd.

A-6.04 In the event a new Master Agreement concerning the Canadian Commercial Workers Industry Pension Plan is concluded with Loblaws as a signatory, the Company agrees to abide by the terms of such Agreement.

## **A-7 GENERAL**

A-7.01 Employees found abusing health and welfare benefits shall be disciplined by the Company.



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In such case the Company may discontinue or reduce the benefit or terminate the employee.

**A-8 EXTENDED MEDICAL/ LIFE INSURANCE–FULL-TIME & ELIGIBLE PART-TIME**

A-8.01 Full-time and eligible part-time employees (as determined in A-1) will be eligible for extended medical and life insurance under the jointly trusted health & welfare trust plan referred to in Appendix A-9.

A-8.02 The major medical benefit currently covered are:

- semi-private room and board in excess of ward accommodation
- ambulance
- medical services and supplies
- wigs and hairpieces
- prosthesis
- orthopaedic shoes
- private duty nursing
- professional services:
  - clinical psychologist
  - physiotherapist (including massage therapy)
  - registered dietician
  - chiropodist
  - chiropractor

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- eyeglasses
  - life insurance
  - emergency out-of-province coverage

Details are contained in the UFCW 832 /Westfair Health & Benefit Plan. This summary represents some of the current benefits provided as of October 20, 2013 and is subject to change by the joint Board of Trustees.

A-8.03 The parties will recommend that trustees of the UFCW 832 / Westfair Health & Benefit Plan make improvements to the following benefit coverage **as soon as possible after October 14, 2018:**

**Provide a Drug Card**

**Increase the prescription drug maximum to \$750 annually**

**Increase Vision Care to \$350 every 2 years**

**Increase sick pay in band 1 to \$65, in band 2 to \$85 and in band 3 to \$110 for Tier 1 and 2. Adjust the pay rate bands to reflect current rates.**

## **A-9 HEALTH AND WELFARE TRUST FUND**

A-9.01 The Company agrees to have a jointly trusted Health and Welfare Fund for all part-time employees for the purpose of providing health and welfare benefits to eligible employees as determined by the Trustees from time to time.

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A-9.02 The Board of Trustees shall be comprised of two (2) representatives appointed by the Company and two (2) 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 January 1, 1998.

A-9.03 The Company agrees to pay **twenty three (23¢) cents** per hour contribution effective **October 1, 2018, twenty four (24¢) cents effective October 1, 2019, twenty five (25¢) cents effective October 1, 2020, twenty six (26¢) cents per hour effective October 1, 2021 and twenty seven (27¢) cents effective October 1, 2022** for all regular hours paid, sick pay (not including weekly indemnity), employees' vacation as entitled under **Article 11**, and general holidays, to the maximum of the basic work week in respect to all employees in the bargaining unit. Such contributions shall be forwarded to the Trust Fund within twenty-one (21) days following the Company's four or five week accounting period.

A-9.04 The eligibility and benefits for eligible employees shall be in accordance with the Plan and as determined by the Trustees.

A-9.05 The Company's contributions will be held in a separate Fund to provide benefits only to Loblaw employees employed in the Province of Manitoba. It is understood all administration and benefits expenses will be paid by the Fund.

## APPENDIX “B” WAGES

### Classifications and Hourly Rates of Pay

## WAGES

<b>B-1 SERVICE CLERK - HIRED BEFORE OCTOBER 20, 2013</b>							
HOURS	Sept 28, 2018	Sept 26, 2019	Sept 24, 2020	Sept 23, 2021	Sept 22, 2022	Oct 1, 2022	Apr 1, 2023
0 – 500	\$11.35	\$11.35	\$11.35	\$11.35	\$11.35	\$13.50	\$14.15
501 – 1000	\$11.45	\$11.45	\$11.45	\$11.45	\$11.45	\$13.50	\$14.15
1001 – 1500	\$11.55	\$11.55	\$11.55	\$11.55	\$11.55	\$13.50	\$14.15
1501 – 2000	\$11.65	\$11.65	\$11.65	\$11.65	\$11.65	\$13.50	\$14.15
2001 – 2500	\$11.75	\$11.75	\$11.75	\$11.75	\$11.75	\$13.50	\$14.15
2501 – 3000	\$11.85	\$11.85	\$11.85	\$11.85	\$11.85	\$13.50	\$14.15
3001 – 3500	\$11.95	\$11.95	\$11.95	\$11.95	\$11.95	\$13.50	\$14.15
3501 – 4000	\$12.05	\$12.05	\$12.05	\$12.05	\$12.05	\$13.50	\$14.15
4001 – 4500	\$12.15	\$12.15	\$12.15	\$12.15	\$12.15	\$13.50	\$14.15
4501 – 5000	\$12.25	\$12.25	\$12.25	\$12.25	\$12.25	\$13.50	\$14.15
5001 – 5500	\$12.60	\$12.60	\$12.60	\$12.60	\$12.60	\$13.50	\$14.15
5501 – 6000	\$13.05	\$13.05	\$13.05	\$13.05	\$13.05	\$13.50	\$14.15
6001 – 6500	\$13.50	\$13.50	\$13.50	\$13.50	\$13.50	\$13.50	\$14.15
6501 – 7000	\$13.95	\$13.95	\$13.95	\$13.95	\$13.95	\$13.95	\$14.15
7001 – 7500	\$14.40	\$14.40	\$14.40	\$14.40	\$14.40	\$14.40	\$14.40
Over 7500	\$18.60	\$18.60	\$18.75	\$18.90	\$19.10	\$19.10	\$19.10

**B-2 GM CLERK - HIRED BEFORE OCTOBER 20, 2013**

HOURS	Sept 28, 2018	Sept 26, 2019	Sept 24, 2020	Sept 23, 2021	Sept 22, 2022	Oct 1, 2022	Apr 1, 2023
0 – 500	\$11.35	\$11.35	\$11.35	\$11.35	\$11.35	<b>\$13.50</b>	<b>\$14.15</b>
501 – 1000	\$11.40	\$11.40	\$11.40	\$11.40	\$11.40	<b>\$13.50</b>	<b>\$14.15</b>
1001 – 1500	\$11.45	\$11.45	\$11.45	\$11.45	\$11.45	<b>\$13.50</b>	<b>\$14.15</b>
1501 – 2000	\$11.50	\$11.50	\$11.50	\$11.50	\$11.50	<b>\$13.50</b>	<b>\$14.15</b>
2001 – 2500	\$11.55	\$11.55	\$11.55	\$11.55	\$11.55	<b>\$13.50</b>	<b>\$14.15</b>
2501 – 3000	\$11.60	\$11.60	\$11.60	\$11.60	\$11.60	<b>\$13.50</b>	<b>\$14.15</b>
3001 – 3500	\$11.65	\$11.65	\$11.65	\$11.65	\$11.65	<b>\$13.50</b>	<b>\$14.15</b>
3501 – 4000	\$11.70	\$11.70	\$11.70	\$11.70	\$11.70	<b>\$13.50</b>	<b>\$14.15</b>
4001 – 4500	\$11.75	\$11.75	\$11.75	\$11.75	\$11.75	<b>\$13.50</b>	<b>\$14.15</b>
4501 – 5000	\$11.80	\$11.80	\$11.80	\$11.80	\$11.80	<b>\$13.50</b>	<b>\$14.15</b>
5001 – 5500	\$11.85	\$11.85	\$11.85	\$11.85	\$11.85	<b>\$13.50</b>	<b>\$14.15</b>
5501 – 6000	\$11.90	\$11.90	\$11.90	\$11.90	\$11.90	<b>\$13.50</b>	<b>\$14.15</b>
6001 – 6500	\$11.95	\$11.95	\$11.95	\$11.95	\$11.95	<b>\$13.50</b>	<b>\$14.15</b>
6501 – 7000	\$12.22	\$12.22	\$12.22	\$12.22	\$12.22	<b>\$13.50</b>	<b>\$14.15</b>
7001 – 7500	\$12.53	\$12.53	\$12.53	\$12.53	\$12.53	<b>\$13.50</b>	<b>\$14.15</b>
Over 7500	\$15.85	\$15.85	\$16.00	\$16.15	\$16.35	<b>\$16.35</b>	<b>\$16.35</b>

**B-3 MEAT & BAKERY**

HOURS	Sept 24, 2018	Sept 26, 2019	Oct 1, 2019	Sept 24, 2020	Oct 1, 2020	Sept 23, 2021	Oct 1, 2020	Sept 22, 2022	Oct 1, 2022	Apr 1, 2023
0–500	\$11.50	\$11.50	\$11.65	\$11.65	\$11.90	\$11.90	\$11.95	<b>\$11.95</b>	<b>\$13.50</b>	<b>\$14.15</b>
501–1000	\$11.75	\$11.75	\$11.75	\$11.75	\$11.90	\$11.90	\$11.95	<b>\$11.95</b>	<b>\$13.50</b>	<b>\$14.15</b>
1001–1500	\$11.95	\$11.95	\$11.95	\$11.95	\$11.95	\$11.95	\$11.95	<b>\$11.95</b>	<b>\$13.50</b>	<b>\$14.15</b>
1501–2000	\$12.10	\$12.10	\$12.10	\$12.10	\$12.10	\$12.10	\$12.10	<b>\$12.10</b>	<b>\$13.50</b>	<b>\$14.15</b>
2001–2500	\$12.35	\$12.35	\$12.35	\$12.35	\$12.35	\$12.35	\$12.35	<b>\$12.35</b>	<b>\$13.50</b>	<b>\$14.15</b>

2501–3000	\$12.60	\$12.60	\$12.60	\$12.60	\$12.60	\$12.60	\$12.60	\$12.60	<b>\$12.60</b>	<b>\$13.50</b>	<b>\$14.15</b>
3001–3500	\$12.85	\$12.85	\$12.85	\$12.85	\$12.85	\$12.85	\$12.85	\$12.85	<b>\$12.85</b>	<b>\$13.50</b>	<b>\$14.15</b>
3501–4000	\$13.10	\$13.10	\$13.10	\$13.10	\$13.10	\$13.10	\$13.10	\$13.10	<b>\$13.10</b>	<b>\$13.50</b>	<b>\$14.15</b>
4001–4500	\$13.35	\$13.35	\$13.35	\$13.35	\$13.35	\$13.35	\$13.35	\$13.35	<b>\$13.35</b>	<b>\$13.50</b>	<b>\$14.15</b>
4501–5000	\$13.70	\$13.70	\$13.70	\$13.70	\$13.70	\$13.70	\$13.70	\$13.70	<b>\$13.70</b>	<b>\$13.70</b>	<b>\$14.15</b>
5001–5500	\$14.22	\$14.22	\$14.22	\$14.22	\$14.22	\$14.22	\$14.22	\$14.22	<b>\$14.22</b>	<b>\$14.22</b>	<b>\$14.22</b>
5501–6000	\$14.73	\$14.73	\$14.73	\$14.73	\$14.73	\$14.73	\$14.73	\$14.73	<b>\$14.73</b>	<b>\$14.73</b>	<b>\$14.73</b>
6001–6500	\$15.25	\$15.25	\$15.25	\$15.25	\$15.25	\$15.25	\$15.25	\$15.25	<b>\$15.25</b>	<b>\$15.25</b>	<b>\$15.25</b>
6501–7000	\$15.77	\$15.77	\$15.77	\$15.77	\$15.77	\$15.77	\$15.77	\$15.77	<b>\$15.77</b>	<b>\$15.77</b>	<b>\$15.77</b>
7001–7500	\$16.28	\$16.28	\$16.28	\$16.28	\$16.28	\$16.28	\$16.28	\$16.28	<b>\$16.28</b>	<b>\$16.28</b>	<b>\$16.28</b>
Over 7500	\$20.40	\$20.40	\$20.40	\$20.55	\$20.55	\$20.70	\$20.70	\$20.70	<b>\$20.90</b>	<b>\$20.90</b>	<b>\$20.90</b>

#### **B-4 PHARMACY ASSISTANTS**

HOURS	Sept 28, 2018	Sept 26, 2019	Sept 24, 2020	Sept 23, 2021	Sept 22, 2022	Oct 1, 2022	Apr 1, 2023
0 – 520	\$14.50	\$14.50	\$14.50	\$14.50	\$14.50	<b>\$14.50</b>	<b>\$14.50</b>
521 – 1040	\$14.75	\$14.75	\$14.75	\$14.75	\$14.75	<b>\$14.75</b>	<b>\$14.75</b>
1041 – 1560	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	<b>\$15.00</b>	<b>\$15.00</b>
1561 – 2080	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	<b>\$15.50</b>	<b>\$15.50</b>
2081 – 2600	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	<b>\$16.00</b>	<b>\$16.00</b>
2601 – 3120	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50	<b>\$16.50</b>	<b>\$16.50</b>
3121 – 3640	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	<b>\$17.00</b>	<b>\$17.00</b>
3641 – 4160	\$17.50	\$17.50	\$17.50	\$17.50	\$17.50	<b>\$17.50</b>	<b>\$17.50</b>
4161 – 4680	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	<b>\$18.00</b>	<b>\$18.00</b>
Over 4680	\$20.10	\$20.10	\$20.25	\$20.40	\$20.60	<b>\$20.60</b>	<b>\$20.60</b>

**B-5 COURTESY CLERKS**

HOURS	Sept 28, 2018	Sept 26, 2019	Oct 1, 2019	Sept 24, 2020	Oct 1, 2020	Sept 23, 2021	Oct 1, 2021	Sept 22, 2022	Oct 1, 2022	Apr 1, 2023
0-500	11.35	11.35	11.65	11.65	11.90	11.90	11.95	11.95	<b>13.50</b>	<b>14.15</b>
501-1000	11.45	11.45	11.65	11.65	11.95	11.95	11.95	11.95	<b>13.50</b>	<b>14.15</b>
1001-1500	11.55	11.55	11.65	11.65	12.00	12.00	12.05	12.05	<b>13.50</b>	<b>14.15</b>
1501-2000	11.65	11.65	11.65	11.65	12.05	12.05	12.10	12.10	<b>13.50</b>	<b>14.15</b>
2001-2500	11.75	11.75	11.75	11.75	12.10	12.10	12.15	12.15	<b>13.50</b>	<b>14.15</b>
2501-3000	11.85	11.85	11.85	11.85	12.15	12.15	12.20	12.20	<b>13.50</b>	<b>14.15</b>
3001-3500	11.95	11.95	11.95	11.95	12.20	12.20	12.25	12.25	<b>13.50</b>	<b>14.15</b>
3501-4000	12.05	12.05	12.05	12.05	12.25	12.25	12.30	12.30	<b>13.50</b>	<b>14.15</b>
4001-4500	12.15	12.15	12.15	12.15	12.30	12.30	12.35	12.35	<b>13.50</b>	<b>14.15</b>
Over 4500	12.85	12.85	12.85	13.00	13.00	13.15	13.15	13.35	<b>13.50</b>	<b>14.15</b>

**B-6 MEAT MANAGER AND BAKERY MANAGER  
EXTRA FOODS**

HOURS	Sept 28, 2018	Sept 26, 2019	Sept 24, 2020	Sept 23, 2021	Sept 22, 2022
0 - 500	\$18.10	\$18.10	\$18.10	\$18.10	\$18.10
501 - 1000	\$18.30	\$18.30	\$18.30	\$18.30	\$18.30
1001 - 1500	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50
1501 - 2000	\$18.70	\$18.70	\$18.70	\$18.70	\$18.70
2001 - 2500	\$18.95	\$18.95	\$18.95	\$18.95	\$18.95
2501 - 3000	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15
3001 - 3500	\$19.40	\$19.40	\$19.40	\$19.40	\$19.40
3501 - 4000	\$19.48	\$19.48	\$19.48	\$19.48	\$19.48
4001 - 4500	\$19.67	\$19.67	\$19.67	\$19.67	\$19.67
Over 4500	\$22.82	\$22.82	\$22.97	\$23.12	\$23.32

<b>B-7 2ND ASST. MANAGER/PRODUCE MANAGER EXTRA FOODS</b>					
HOURS	Sept 28, 2018	Sept 26, 2019	Sept 24, 2020	Sept 23, 2021	Sept 22, 2022
0 – 500	\$16.10	\$16.10	\$16.10	\$16.10	\$16.10
501 – 1000	\$16.40	\$16.40	\$16.40	\$16.40	\$16.40
1001 – 1500	\$16.60	\$16.60	\$16.60	\$16.60	\$16.60
1501 – 2000	\$16.80	\$16.80	\$16.80	\$16.80	\$16.80
2001 – 2500	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
2501 – 3000	\$17.20	\$17.20	\$17.20	\$17.20	\$17.20
3001 – 3500	\$17.40	\$17.40	\$17.40	\$17.40	\$17.40
3501 – 4000	\$17.85	\$17.85	\$17.85	\$17.85	\$17.85
4001 – 4500	\$18.30	\$18.30	\$18.30	\$18.30	\$18.30
Over 4500	\$21.79	\$21.79	\$21.94	\$22.09	\$22.29

<b>B-8 HEAD CASHIER EXTRA FOODS</b>					
HOURS	Sept 28, 2018	Sept 26, 2019	Sept 24, 2020	Sept 23, 2021	Sept 22, 2022
0 – 500	\$15.10	\$15.10	\$15.10	\$15.10	\$15.10
501 – 1000	\$15.42	\$15.42	\$15.42	\$15.42	\$15.42
1001 – 1500	\$15.64	\$15.64	\$15.64	\$15.64	\$15.64
1501 – 2000	\$15.76	\$15.76	\$15.76	\$15.76	\$15.76
2001 – 2500	\$16.08	\$16.08	\$16.08	\$16.08	\$16.08
2501 – 3000	\$16.30	\$16.30	\$16.30	\$16.30	\$16.30
3001 – 3500	\$16.52	\$16.52	\$16.52	\$16.52	\$16.52
3501 – 4000	\$16.99	\$16.99	\$16.99	\$16.99	\$16.99
4001 – 4500	\$17.46	\$17.46	\$17.46	\$17.46	\$17.46
Over 4500	\$21.79	\$21.79	\$21.94	\$22.09	\$22.29

**B-9 For employees hired or rehired after October 20, 2013, the following wage scales shall be the minimum rates of pay for the duration of the collective agreement.**



**B-9 Employees hired or rehired after October 20, 2013**

Clerk	Sept 24, 2018		Sept 26, 2019		Oct 1, 2019		Sept 24, 2020		Oct 1, 2020		Sept 23, 2021		Oct 1, 2021		Sept 22, 2022		Oct 1, 2022		April		
	Food	GM	Food	GM	Food	GM	Food	GM	Food	GM	Food	GM	Food	GM	Food	GM	Food	GM	Food	GM	
0-499	11.35	11.35	11.35	11.35	11.65	11.65	11.65	11.65	11.90	11.90	11.90	11.90	11.90	11.95	11.95	11.95	11.95	13.50	13.50	14.15	14.15
500-999	11.45	11.40	11.45	11.40	11.75	11.70	11.75	11.70	12.00	11.95	12.00	11.95	12.00	12.05	12.00	12.05	12.00	13.60	13.60	14.25	14.20
1000-1499	11.55	11.45	11.55	11.45	11.85	11.75	11.85	11.75	12.10	12.00	12.10	12.00	12.10	12.15	12.05	12.15	12.05	13.70	13.60	14.35	14.25
1500-1999	11.65	11.50	11.65	11.50	11.95	11.80	11.95	11.80	12.20	12.05	12.20	12.05	12.20	12.25	12.10	12.25	12.10	13.80	13.65	14.45	14.30
2000-2499	11.75	11.55	11.75	11.55	12.05	11.85	12.05	11.85	12.30	12.10	12.30	12.10	12.30	12.35	12.15	12.35	12.15	13.90	13.70	14.55	14.35
2500-2999	11.85	11.60	11.85	11.60	12.15	11.90	12.15	11.90	12.40	12.15	12.40	12.15	12.40	12.45	12.20	12.45	12.20	14.00	13.75	14.65	14.40
3000-3499	11.95	11.65	11.95	11.65	12.25	11.95	12.25	11.95	12.50	12.20	12.50	12.20	12.50	12.55	12.25	12.55	12.25	14.10	13.80	14.75	14.45
3500-3999	12.05	11.70	12.05	11.70	12.35	12.00	12.35	12.00	12.60	12.25	12.60	12.25	12.60	12.65	12.30	12.65	12.30	14.20	13.85	14.85	14.50
4000-4499	12.15	11.75	12.15	11.75	12.45	12.05	12.45	12.05	12.70	12.30	12.70	12.30	12.70	12.75	12.35	12.75	12.35	14.30	13.90	14.95	14.55
4500-4999	12.25	11.80	12.25	11.80	12.55	12.10	12.55	12.10	12.80	12.35	12.80	12.35	12.80	12.85	12.40	12.85	12.40	14.40	13.95	15.05	14.60
5000-5499	12.60	11.85	12.60	11.85	12.65	12.15	12.65	12.15	12.90	12.40	12.90	12.40	12.90	12.95	12.45	12.95	12.45	14.50	14.00	15.15	14.65
5500-5999	13.10	11.90	13.10	11.90	13.10	12.20	13.10	12.20	13.10	12.45	13.10	12.45	13.10	12.50	13.10	12.50	13.10	14.60	14.05	15.25	14.70
6000	13.50	11.95	13.50	11.95	13.65	12.25	13.65	12.25	13.80	12.50	13.95	12.50	13.95	12.55	13.95	12.55	14.70	14.10	15.35	14.75	
Senior Clerk	Food	GM	Food	GM	Food	GM	Food	GM	Food	GM	Food	GM	Food	GM	Food	GM	Food	GM	Food	GM	
0	14.25	12.40	14.25	12.40	14.25	12.40	14.25	12.40	14.25	12.55	14.25	12.40	14.25	12.60	14.25	12.60	14.80	14.15	15.45	14.80	
500	15.00	12.90	15.00	12.90	15.00	12.90	15.00	12.90	15.00	12.90	15.00	12.90	15.00	12.90	15.00	12.90	15.00	14.20	15.55	14.85	
1000	15.75	13.40	15.75	13.40	15.75	13.40	15.75	13.40	15.75	13.40	15.75	13.40	15.75	13.40	15.75	13.40	15.75	14.25	15.75	14.90	
1500	16.50	13.90	16.50	13.90	16.50	13.90	16.50	13.90	16.50	13.90	16.50	13.90	16.50	13.90	16.50	13.90	16.50	14.30	16.50	14.95	
2000	17.35	14.60	17.35	14.60	17.50	14.75	17.65	14.90	17.65	14.90	17.80	15.05	17.80	15.05	18.00	15.25	18.00	15.25	18.00	15.25	

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All new Food Clerks will progress to the top of the Food Clerk pay scale. They will then move to the Senior Food Clerk scale when the Senior Food Clerk hours as a percentage of the total hours is less than 25%.

All new GM Clerks will progress to the top of the GM Clerk pay scale. They will then move to the Senior GM Clerk scale when the Senior GM Clerk hours as a percentage of the total hours is less than 25%.

**B-10 Current Top Rated or Over-scale Employees Hired Prior To October 20, 2013**

**September 2018**

**Active employees who were on payroll at the top rate or over-scale as of ratification, 2018, effective the second full pay period of September 2018, shall receive a twenty-five cent (\$0.25) per hour wage increase. \$0.15 will be applied to the top rate of the scales in Appendix B.**

**September 2019**

**Lump Sums**

**\$1000 – FT**

**\$650 – PT at 24+**

**\$350 – PT at 16+**

**\$100 – PT at 8+**

**Effective the second full pay period of September 2019. An employee must be actively employed and working as of the date a lump sum payment is effective**

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in order to receive such payment.

**September 2020**

Active employees who were on payroll at the top rate or over-scale as of ratification, 2018, effective the second full pay period of September 2020, shall receive thirty cents (\$0.30) per hour wage increase. \$0.15 will be applied to the top rate of the scales in Appendix B.

**September 2021**

Active employees who were on payroll at the top rate or over-scale as of ratification, 2018, effective the second full pay period of September 2021, shall receive a thirty cents (\$0.30) per hour wage increase. \$0.15 will be applied to the top rate of the scales in Appendix B.

**September 2022**

Active employees who were on payroll at the top rate or over-scale as of ratification, 2018, effective the second full pay period of September 2022, shall receive forty cents (\$0.40) per hour wage increase. \$0.20 will be applied to the top rate of the scales in Appendix B.

**B-11**

**Minimum Wage Gap**

For employees hired or rehired after October 20, 2013, the following wage scales shall be the minimum rates of pay for the duration of the collective agreement.

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**In the event that the Provincial minimum wage increases, the scale will start at the new minimum wage and employees will progress at ten cent (\$0.10) increases on the Food scale and five cent (\$0.05) increases on the GM scale every five hundred (500) hours until their class hours correspond to an existing rate on the employees' scale.**

**B-12      Definition of Hours for Progression**  
**Purposes:**

The administration of hourly rate increases for the job classifications set out in the Collective Bargaining Agreement is based on an employee's accumulated hours of actual work, and hours paid (e.g. general holidays, bereavement, jury duty, sick days, full-time vacations with pay). The Company agrees to provide on each pay stub the employee's accumulated career hours.

**B-13      A General Merchandise Clerk will work in the following General Merchandise departments: Beauty, Housewares, Leisure, Pharmacy, OTC, Photo Audio, Toiletries, GM Flow, photo studio and JOE.**

**B-14      Service Clerks will work in the following departments:**

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Front End (Cashier, Cash Office,  
Customer Service, C-Shop)

Bulk Foods

Natural Value

Produce (Salad Bar, Garden Centre)

Flow (Grocery)

Deli

Seafood

Bakery Sales and Bakery Production  
(duties not to include mixing)

Meat Sales and Meat Production (duties  
not to include cutting meat with knife)

Perpetual Inventory (CAO, Receivers)

**B-15** A Bakery Production or Meat Production Specialist shall work as an employee doing production work in the Bakery or Meat departments.

**B-16(1)** Courtesy Clerks' duties are limited to basket and cart retrieval, bagging, sorting of returnable beverage containers, carry-outs, price checks, filling check stands with bags, merchandise return (put away), sweeping and cleaning the check stand, entrance and entire store area.

(2) It is understood that cleaning the entire store area shall mean cleaning mouldings, shelves, sweeping and mopping of the floors in any area of the store premises and shall also include clean-up (dust, wash, damp mop, clean up products spills and

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breakages) in the lunch room, washroom and sales area. The sales area shall be defined as any area within the store where the customers normally shop.

- (3) The total number of Courtesy Clerks hours in a store shall not exceed ten (10%) percent of the total hours worked in the bargaining unit of that store each and every week.

If the Company exceeds the ten (10%) percent indicated above in a week, hours in excess of the ten (10%) percent shall be paid at the rate of fifteen (\$15.00) dollars per hour to the most senior Service Clerk(s).

- (4) Courtesy Clerks will be given preference when the Company has an opening in either General Merchandise Clerk or Service Clerk provided they have worked in the position of Courtesy Clerk one thousand (1000) hours or more. They shall carry with them their career hours.

**B-17** The Company agrees that, during the life of this Collective Bargaining Agreement, if it intends to create any other classifications other than those listed in Appendix “B”, it shall meet with the Union to arrive at a mutually satisfactory agreement within thirty (30) calendar days of their proposal. If no agreement can be reached, either party may take the matter up with an Arbitrator under **Article 26**.

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- B-18** Employees whose rate of pay is higher than listed in B-1 to B-9 will continue to receive the same hourly rate of pay, without any reduction, except as indicated in B-21.
- B-19** All employees who are overscale as defined in B-18 above in the employ of the Company on **September 28, 2018**, shall receive the same increases on the same dates that are given to other top rated employees.
- B-20** In Extra Foods stores where there is no Meat Department Manager or Bakery Department Manager, there will be one employee assigned to act as Head (Meat or Bakery) Clerk. The Company may assign additional hours to the Head Clerk without regard to **Article** 19.13. The Head Clerk will receive a premium of fifty (50¢) cents per hour for all time so appointed.
- In Extra Foods stores where there is a production photo lab, there will be one employee assigned to act as the Head Photo Clerk. The Company may assign additional hours for the Head Clerk without regard to **Article** 19.13. The Head Photo Clerk will receive a premium of fifty (50¢) cents per hour for all time so appointed.

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**B-21      Northern Allowance For Full-Time Employees (City Of Thompson Only)**

The Northern Allowance shall be paid to full-time employees after completion of three (3) calendar months of service. 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: forty four (44¢) cents per hour

Major Wage Earner: eighty six (86¢) cents per hour

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 Company, in writing, in notarized statement.

**B-22      Northern Allowance For Part-Time Employees (City Of Thompson Only)**

Employees other than full-time (part-time employees) with more than one (1) year's continuous service shall receive a Northern Allowance of thirty two (32¢) cents per hour for all hours worked or paid.



**Retroactive Pay**

All employees shall receive full retroactive pay to **September 28, 2018**, for all hours worked and/or paid. Retroactive pay shall be paid to all employees within thirty (30) calendar days following the date of Union ratification of this Agreement. Retroactive pay shall be issued to each employee in the bargaining unit on paycheques that are separate and apart from their normal earnings.

**APPENDIX "C"  
BAKERY PRODUCTION  
DEPARTMENT  
ONLY**

C-1 **Wages**

The Company agrees to pay employees working alone on night shift for more than one (1) shift the top rate in the Bakery Production Specialist classification.

C-2 **Payment for Work in a Higher Classification**

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

**APPENDIX "D"**  
**MANITOBA FOOD & COMMERCIAL WORKERS**  
**LOCAL 832, EDUCATION**  
**AND TRAINING TRUST FUND**

**D**

- D-1      The Company agrees to make contributions of ten (10¢) cents per hour into the Manitoba Food & Commercial Workers Local 832, Education and Training Trust Fund:  
The hours for which the Company will contribute said amounts will be the same hours as contributed for the Dental Plan under **Article A-5.01**, and shall be remitted to the Union in the same manner.
- D-2      When the Local establishes a Training Program for members of Local 832, a Board of Trustees will be established comprising of 5 or 7 Trustees. The Union will maintain the position of Chairperson and the balance of the Board of Trustees shall be evenly divided amongst employers who are contributing to the Fund and Trustees designated by the Union. Loblaw will be invited to name an employer Trustee.
- D-3      **Five cents of the contributions contained in D-1 will be specifically directed towards the training and education of Superstore and Extra Food employees.**

**RE: Conversion of Store to No Frills**

The parties have agreed to the following regarding the conversion of the Extra Foods to No Frills.

The No Frills franchisor shall have the exclusive right to determine the full-time and part-time staffing level for the No Frills location at the time of conversion.

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

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

Hourly rate of pay and class hours  
Health and Welfare benefits and pension

Dental benefits

Vacation entitlement

Seniority date

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

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

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OR

- 3) Exercise their bumping rights as per Article 19 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 \$75,000.

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) weeks' pay per year completed service to a maximum of \$75,000 and will slot into the rate of pay that is closest to their former Extra Foods 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 No Frills 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 \$15,000.

The remaining part-time employees will be placed into available part-time positions based upon seniority

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and their ability and qualifications, and will be paid a buy down allowance of two (2) weeks' pay per year of completed service to a maximum of \$15,000.

**A part-time employee who elects to not accept an available part-time position shall retain their entitlement to the buy down allowance.**

Employees will slot into the rate of pay that is closest to their former Extra Foods 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 No Frills 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 No Frills 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.

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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 closure 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 No Frills pension plan, it will be determined at the time of store conversion whether employees in a store converting to No Frills are eligible to join the plan at time of conversion, as defined in Appendix "D" of the No Frills collective agreement.

The terms and conditions of No Frills employment will be as determined under Appendix G of the collective agreement. For further clarity, employees covered by No Frills agreements in Manitoba will be covered under **Article** 1.01 of the agreement between the parties. The expiry date found in **Article** 44, Expiration and Renewal, of this agreement applies to all No Frills stores in the Province of Manitoba.

**APPENDIX "F"**  
**YIG Conversion Letter**  
**Extra Foods Store Conversion**  
**to Your Independent Grocer (YIG)**

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

- 1) Accept the full YIG terms associated with the buy-down; OR
- 2) maintain their Extra Foods economic terms;  
Hourly rate of pay and class hours  
Health and Welfare benefits and pension  
Dental benefits  
Vacation entitlement  
Seniority date  
Pension (to be determined by the parties six (6) months prior to a store conversion which results in a cost neutral solution).
- 3) Exercise their bumping rights as per Article 19 of the collective agreement.

In the event of an Extra Foods store conversion to a Your Independent Grocers (YIG), pre-ratification employees will be entitled to two (2) weeks' pay per year of completed service to buy-down to an available position in the franchise store. For full-time employees the maximum buy-down payment is \$75,000 and the minimum payment is \$10,000. For part-time employees the maximum buy-down payment is \$15,000. Pre-ratification part time employees with 1 year or more of service as of the date of conversion



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will receive no less than \$1000 and pre-ratification part time employees with less than 1 year will receive no less than \$500.

They shall be covered by all the terms and conditions of the applicable franchise collective agreement.

Full-time or part-time employees shall be offered full-time or part-time available positions based on their order of seniority based on their ability and qualifications. In the event the applicable collective agreement wage scale does not match exactly, pre and post ratification employees will slot into the next higher rate, be credited with the minimum hours associated with that wage rate and progress from that point based on hours worked.

The payment referred to above will be calculated based on the date the store converts.

Where there are no jobs available within the converted store for either a full-time or part-time employee then the least senior employees will be offered a buy-out of four (4) weeks per year of service to the maximum payment amounts stated above. Notwithstanding the above, the Company will consider volunteers in order of seniority, ability and qualifications and the needs of the business for this buy-out.

Employees who are absent from work due to sickness, disability, maternity leave or parental leave are eligible for Options 1 or 2. Such employee may elect:

- i) to have their Options held in abeyance pending their return to work; or
- ii) to exercise their Option at any point during their

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absence, subject to being cleared to return to work, where applicable.

It is understood that any payment owing under either Option chosen by the employee shall be calculated as of the date of closure of the conventional store which triggered the Options and it is understood that these payments referred to shall be deemed to include any payment in the nature of termination pay or severance pay required at law or by any other provision of the collective agreement and shall have statutory deductions made.

For the purpose of this letter, the calculation of a full-time week's pay shall be based on thirty-seven (37) hours per week times their current regular rate of pay as of the date of conversion.

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 of the hours in the twelve (12) weeks prior to a leave of absence commencing in the previous fifty-two (52) weeks, whichever is the greater.

The terms and conditions of YIG employment will be as determined under Appendix H of the collective agreement. For further clarity, employees covered by YIG agreements in Manitoba will be covered under **Article 1.01** of the agreement between the parties. The expiry date found in **Article 44**, Expiration and Renewal, of this agreement applies to all YIG stores in the Province of Manitoba.

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## LETTER OF UNDERSTANDING

### BETWEEN:

**LOBLAW COMPANIES LTD.**, a body corporate carrying on business in the Province of Manitoba, hereinafter referred to as the “Company”

### AND:

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

1. **Five 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.

2. **LIST OF DEPARTMENTS**

The following is a current list of departments:

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### **Extra Foods:**

1. Front End
2. Store Services
3. Grocery
4. Produce
5. Meat
6. Deli/Bakery 9081
7. Bakery 9002, 9079
8. Deli 9002, 9079
9. **GM Department/Electronics**
10. Pharmacy 9002, 9079, 9081
11. CAO

### **Superstore:**

1. Front End
2. Courtesy Clerk
3. Produce
4. Bulk Foods
5. Seafood
6. Deli
7. Bakery 1516
8. Bakery Production  
1503,1505,1506,1508,1509,1510,1511,  
1512,1514,1515
9. Meat Production  
1503,1505,1506,1508,1509,1510,1511,  
1512,1514,1515, 1516
10. **Right Hand Side** (Leisure/H&G, Home,  
Electronics)
11. **GM Replenishment (HABA)**

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12. **Replenishment** (Grocery)
  13. Joe Fresh (Cosmetics)
  14. Store Services
  15. Perpetual Inventory (CAO/Receivers)
  16. Optical
  17. **Click & Collect (PC Express)**
  18. Pharmacy
  19. **Natural Foods**

**This list represents the current list of departments by store as of September 27, 2018.**

3. **Guarantee Schedule**

The number of employees entitled to a minimum guarantee of hours of twenty-eight (28) hours, twenty-four (24) hours, or twenty (20) hours, is to be calculated according to a formula. For example:

Eligible Employees	Number in Group	28 Hour Guarantee	24 Hour Guarantee	20 Hour Guarantee
1	0	-	-	-
2	1	1	-	-
3	1	1	-	-
4	1	1	-	-
5	2	1	1	-
6	2	1	1	-
7	2	1	1	-
8	3	1	1	1
9	4	1	1	2
10	4	1	1	2
11	4	1	1	2
12	5	2	2	1
13	5	2	2	1
14	6	2	2	2
15	6	2	2	2
16	6	2	2	2
17	7	2	2	3
18-19	7	2	2	3
20-21	8	3	3	2
22-23	9	3	3	3
24-25	10	3	3	4
26-28	11	4	4	3
29-31	12	4	4	4
32-34	13	4	4	5

35-36	14	5	5	5	4
37-38	15	5	5	5	5
39-41	16	5	5	5	6
42-43	17	6	6	6	5
44-46	18	6	6	6	6
47-48	19	6	6	6	7
49-51	20	7	7	7	6
52-53	21	7	7	7	7
54-55	22	7	7	7	8
56-58	23	8	8	8	7
59-61	24	8	8	8	8
62-63	25	8	8	8	9
64-66	26	9	9	9	8
67-68	27	9	9	9	9
69-71	28	9	9	9	10
72-73	29	10	10	10	9
74-75	30	10	10	10	10
76-78	31	10	10	10	11
79-81	32	11	11	11	10
82-83	33	11	11	11	11
84-86	34	11	11	11	12
87-88	35	12	12	12	11
89-91	36	12	12	12	12
92-93	37	12	12	12	13
94-95	38	13	13	13	12
96-97	39	13	13	13	13
98-100	40	14	14	13	13

**Guarantee of Hours Nov. 10, 1997 Employees - 4 or less employees per department**

Employees who are in the employ of the Company as of November 10, 1997 and who work or will work in departments with four (4) employees or less, if eligible, shall receive guarantee of hours as follows:

Notwithstanding 19.14 (a) and (b) the following shall apply. The senior forty (40%) percent of unrestricted employees in a department, excluding Courtesy Clerks, shall hereafter be called “the Group” and be scheduled as follows:

- (i) the senior one-third (1/3rd) of “the Group” shall receive twenty-eight (28) hours or better;
- (ii) the next most senior one-third (1/3rd) of “the Group” shall receive twenty-four (24) hours or better;
- (iii) the least senior one-third (1/3rd) of “the Group” shall receive twenty (20) hours or better.

Restricted employees shall not qualify to be scheduled under this **article**.

**4. Grocery Night Shift Supervisor or Second Grocery Supervisor Position**

Upon creation of the position of Grocery Night Shift Supervisor or second Grocery Supervisor, the Parties agree to the following:

- (1) The Union will be notified of the names of those who have been promoted to the new Grocery Night Shift Supervisor position,



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upon their selection by the Company.

- (2) There will be one (1) designated Grocery Supervisor and one (1) designated Grocery Night Shift Supervisor per store, both having supervisory authority over all employees in the Grocery Department.
- (3) The additional Grocery Night Shift Supervisor position will be created only in the Real Canadian Superstores.
- (4) There will be no deletion of the Lead Hand position in stores in which a Grocery Night Shift Supervisor position is created.
- (5) The Grocery department will continue to be one (1) Department, with the scheduling and guarantee of hours being assigned on a single Department basis for the duration of this Agreement. This position does not constitute an erosion in the Company's ability to create new departments under **Article 19.18** of the Collective Agreement.
- (6) There will be no loss of bargaining unit hours as a result of the creation of the additional Grocery Night Shift Supervisor position. The Union and the Company will recognize the traditional fluctuations in hours worked as they relate to the normal and seasonal fluctuations in business.
- (7) The full-time ratios, as per **Article 7** of the Agreement, will be maintained.

5. **Joint Labour Management Committee**

- (a) The Company and the Union agree to

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establish a Joint Labour Management Committee (JLM) to address issues of concern to employees, the Company and the Union. The meetings will be held bi-annually at a store or otherwise mutually agreed location.

- (b) The Committee will consist of senior local management, Labour Relations Manager(s), full-time Union Representatives, and up to six (6) bargaining unit employees.
- (c) Upon mutual agreement, the parties may convene additional meetings to those indicated above. The Vice-President of Human Resources and the President of the Union will endeavour to attend one meeting per year.

## 6. Winter Conditions

The Company will meet with the Union, when requested, to discuss the problem of severe winter conditions and their effect on employees while working inside the store.

The Company will implement reasonable, effective and economical changes, within the existing design and engineering of the buildings, to resolve this issue.

**Employees will have the option of purchasing a Company provided outer wear at a cost of twenty (\$20) dollars that they may wear at their discretion.**

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7. **Floor Burnishers**

The Company will require outside cleaning contractors to follow a strict schedule which includes daily, biweekly and monthly maintenance. All propane-powered floor burnishers shall be tested every month and calibrated to acceptable emission standards by a qualified propane technician. The maintenance logs for each machine will be kept by the Store Manager and will **be made available for review at the in-store health and safety committee meetings, if requested as well as made available for review in the store by the full-time union representative(s) assigned to service the stores in Manitoba.**

8. **2nd Supervisor General Merchandise Departments**

The parties agree that one of the general merchandise departments in each Superstore may appoint a second supervisor. This is in addition to whatever other exclusions are now contained in the collective bargaining agreement. The Company agrees that the implementation of this position will not cause a reduction in the hours for existing employees in that department average. In addition, a second general merchandise department can have a 2nd supervisor excluded provided there are at least five (5) employees in the department.

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9.            **Loss Prevention**

Loss Prevention Supervisors and Loss Prevention Officers will be excluded from the bargaining unit.

10.          **Supervisory Relief**

The parties agree that individuals assigned by the Company to relieve a supervisory position due to maternity, parental/adoption leave, sick leave, weekly indemnity, Workers Compensation or long term disability will not be subject to the language in Article 19.12 and Appendix A-1.

11.          **Senior Part-time Employees**

Provided an employee has greater than ten (10) years service and is entitled to a guarantee, hours paid for general holidays as per **Article** 8.04 (A), (B) and (C) shall be considered as additional hours over and above the minimum hour guarantees in **Article** 19.14.

12.          **Extra Foods Department Manager**

Existing full-time in-scope department managers will not be required to accept an out-of-scope position. If a supervisory position is created, the department manager may be:

- 
- (1) moved as a department manager to another store; or
  - (2) moved back into the clerk position.
- In either case, the department manager shall remain full-time and will be placed at an overscale rate of pay.

13. **Front End Merger**

The Cashiers, Customer Service, Front End, Cash Office and Courtesy Clerks will be merged into two departments: front end and courtesy clerk.

It is understood that employees hired prior to October 1, 2008, who want to work exclusively as cashier, cash office, front end or customer service will not be required to work in another area of the front end department.

Employees who as of October 1, 2008, have a guarantee under **Article 19.14**, will not suffer a reduction in their guarantee of hours as a result of the merger of departments (except as a result of changes in availability).

Employees who want to be trained to work in another area will be offered training on the basis of seniority, the number to be trained will be based on operational requirements.

A master list of which areas employees are trained to work will be kept at customer service and will be available

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to be reviewed by the Steward and /or Union Representative.

14. **Store Support Crew**

The parties agree that the terms and conditions of the existing Collective Agreement will apply to employees working province wide as part of the Store Support Crew with the following provisions:

1. With the exception of one (1) supervisor in Manitoba, the employees will be bargaining unit members to a maximum of 25 (or more by mutual agreement), subject to all language in the collective agreement.
2. These personnel will be reimbursed for meal, hotel and travel costs when travel is required.
3. These personnel will perform reline work, backroom organization work, seasonal changeovers and general assistance. With the exception of seasonal changeover these duties can only be performed during the renovation or construction of a store.
4. There will be no reduction of regular hours and existing employees of departments where store support is performing work will have the first opportunity for overtime hours.

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5. Store Support Crew personnel will be paid any eligible premiums applicable to the work location.
  6. The employer agrees to post the positions in the Manitoba Loblaw Companies Ltd. stores.
  7. Senior employees who apply and are able to perform the work will fill the positions. More than one employee from a department within a store can fill a position unless it becomes operationally unfeasible.
  8. Employees will be classified service clerks and will be paid their actual wage rate or fifteen (\$15.00) dollars per hour, whichever is greater.

15. **Opportunity Clause**

No employee will be required to quit the Company in order to be re-employed in another department /classification.

Any employee who is rehired by the Company within one (1) month of leaving, as a result of being informed by a representative of management that they must quit, will maintain their seniority and hours for determining their rate of pay in their new classification.

16. **Safety Footwear**

**The Company is committed to sourcing a supplier of safety footwear. The**

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**Company will meet and select a suitable supplier with the aim of securing the lowest cost option for employees. The Company will secure the discounted rate by no later than December 31<sup>st</sup>, 2018.**

17. **Store Closure**

**Part-time**

In the event of a store closure, the Company agrees to meet with the affected part-time employees and the Union within one (1) week of the closure announcement.

The Company will provide employees with a list of vacancies in stores as per Article 19.20. Employees will then have one (1) week to rank their preference of their available vacancies.

The Company determines selection based on seniority and preference. The employee will be notified in writing of their new position and store location within three (3) weeks of the closure announcement.

The Company commits that they will transfer the employee to their new position as soon as possible after their notification and in no event will it be later than the day following the date of closure unless mutually agreed otherwise.

Once vacancy selection has been completed, employees who have elected to bump, or have not been placed in a vacant



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position, will be subject to the bumping procedure in 19.20 (a) and will be provided with one (1) additional option for bumping. The process will be completed a minimum of two (2) weeks in advance of the store closure.

**Full-time**

The Company commits that full time employees will be notified of their placement within three (3) weeks of the closure announcement.

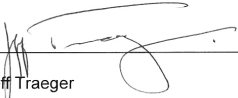
- 18. By February 28, 2019, the Union and the Company will work to establish a joint employment project, to hire and support persons with disabilities in the workplace. The objective is to hire worker(s) who identify as having a disability (intellectual/cognitive/physical). The parties will work towards ensuring the workers' success in attaining and retaining gainful employment while integrating the supports and accommodations that the worker needs, including working with social service agencies that currently work with this population.**


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

SIGNED THIS 14<sup>th</sup> day of DECEMBER, 2018.

FOR THE UNION:

FOR THE COMPANY:

  
\_\_\_\_\_  
Jeff Traeger

  
\_\_\_\_\_  
Brad Denluck

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## LETTER OF AGREEMENT

### BETWEEN:

**LOBLAW COMPANIES LTD.**, a body corporate carrying on business in the Province of Manitoba, hereinafter referred to as the “Company”

### AND:

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

### **Re: Full-time employees Assurance of full-time employment**

This will confirm the Company’s assurance to maintain full-time employment to all employees who were full-time on **September 28, 2018**. Full-time employees are employees who were full-time as of **September 28, 2018**. The following list of names shall constitute the assured group (errors and omissions excepted). This assurance of full-time employment shall continue for the duration of the present collective agreement.

The assurance of full-time employment will not apply in the case of just cause dismissal unless redressed by

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arbitration or agreement between the Company and the Union. In the event of the closure of a store in a one-store location, town, or city, full-time employees may have to move to another location in order to maintain full-time employment.

Said assurance of full-time employment may also require moving within an employee's city or town area in which the employee currently works, to another location within **their** own city or town area.

The appropriate list of employees who were full-time in the employ of the Company on **September 28, 2018**, and continue to be full-time as of **September 28, 2018**, shall be as per the following list, errors and omission excepted.

### **Full-Time Employees as of September 28, 2018**

ABARIENTOS  
ABARRA  
ADAMS  
AEICHELE  
AGCAOILI  
AHDJ  
AHMED  
AHN  
ALLARD  
ALTASIN  
AMADOR  
AMBAY  
AMBAY  
AMELO  
ANDERSON  
ANHALT  
ATCHISON  
ATHANASOPOULOS  
BANAS  
BANILBO  
BANNATYNE  
BANNERMAN  
BARRE  
BARRY  
BARTHELETTE  
BASIBAS  
BASTIEN  
BEAUCHAMP  
BECO  
BEMBNISTA  
BERARO  
BERGEN  
BHATHELA  
BIHUN  
BLOHM  
BODNER  
BONIELLO  
BOONE  
BORDUSH  
BOUKAILO  
BOUVIER

DEMETRIO DE  
BEATRIZ  
KYAH C  
SYLVIA A.  
ANICETO W  
AZIZ  
KHURSHID  
BYUNG CHAN  
COREY D  
ABBIE JOYCE DE  
JENNIFER  
JUSTINO CASAS  
RODERICK  
DANILO  
ALEX  
JENAY AUTUMN-MAR  
MATTHEW  
ELLI  
STEPHANIE ROSE  
JESSIE JAMES  
SEAN  
DONNA  
DANIEL  
BRENDA A  
SHANNON MAD  
ALLEN MANUEL  
SHERRI  
JANET  
NELSON  
AGNIESZKA  
LISA D  
SUSAN MARGARET  
MALA M  
DONALD  
MARIAH  
JOSH PATRICK  
ROCCO  
CLARENCE A  
MARK SCOTT  
TARAS  
CHRISTOPHER MIC

BOWERMAN  
BRANT  
BRATZKE  
BROOME  
BROWN  
BROWN  
BROWN  
BRYAN  
BUNN  
BUONCORE  
BURT  
BUSEL  
CABELA  
CABUGAO  
CAMPBELL  
CARRETTE  
CARRIERE  
CARTER  
CARUSO  
CELESTINO  
CHELKOWSKI  
CHESTER  
CHISAMORE  
CHORNEY  
CLUNIS  
COMERFORD  
CONCEPCION  
COOKE  
CRABTREE  
CRISTOBAL  
CUNNINGHAM  
DACOSTA  
DAVIDSON  
DAVY  
DE LA CRUZ  
DECELLES  
SHELVEY  
DELA CRUZ  
DICKSON  
DIDSBURY  
DOAN

MYRON  
LIANA  
CARMAN  
BRADLEY E.  
FLORETTE  
JABEZ V  
JOEY G  
BRENDA AILEEN  
IAN SEAN  
GIUSEPPE  
NATALIE N  
ARSEN  
LODILYN RAMIREZ  
MARIA  
CHERYL LYNN  
JOSEPH JULIEN  
ROBERT MICHAEL  
CHRIS C.R  
CORINNE F.  
JANINE  
KYLER DAVID  
DAVID J.N.  
DONNA L  
VALERIE P.  
AUDRIA  
RITA M  
MARISSA SARI  
CHRISTOPHER  
KEVIN  
BARTOLOME TAB  
TIARA LEE  
MANUEL  
AVA  
DAVID A  
ROBERTO  
AMANDA L  
RACHELLE  
HENRY  
DORA DAWN  
JEREMY JACKSON  
QUY VAN

DORSETT  
DU  
DUECK  
DUFFILL  
DUGAS  
DUGAY  
DYCK  
DYCK  
DYCK  
DYCK  
DYCK  
DYCK  
ELLINGSON  
ENNS  
ENNS  
EWASIUK  
FABIG  
FAQIRI  
FAWCETT  
FEHR  
FEHR  
FINES  
FLETT  
FOIDART  
FOLLHOFFER  
FONTAINE  
FONTI  
FOSTER  
FRANCISCO  
FRANCO MOLINA  
GAETZ  
GARCIA  
GARIEPY  
GATCHALLAN  
GENAILLE  
GESLANI  
GHAFURI  
GILL  
GRAHAM  
GROENING  
GUAN

DEBRA  
KYLE TAN  
ASHTON LEONARD  
JENNIFER MEAGAN  
MICHELE DAWN  
JOSEFINO ERMITANI  
KIMBERLEY SUZANNE  
LILIA  
MARGARET  
MARY  
ROD P.J.  
SHERRY  
JESSY  
DYLLAN JAMES  
TIM WADE  
MICHAEL J  
DANIEL  
BASHIR AHMAD  
IRENE V.L  
EVAN JAMES  
KATHARINA F  
JEFFERY  
JERRY V  
CHARLENE  
ERWIN  
RYAN  
CARMELO G.  
BRENDA  
GLORIA  
JUAN CARL  
ELAINE ALICE  
ANGIELENE L  
KELLY  
REY DUDANG  
JASON S.  
FILIPINA V  
SAYED IQBAL  
SARBJEET KAUR  
MICHELLE LYNN  
CHRISTOPHER  
SHUER

GUIMOND  
GURUNG  
GUTIERREZ  
HANSEN  
HANSEN  
HARRISON-BRESCIANINI  
HEGIC  
HERCUN  
HERNANDEZ  
HERNANDEZ  
HIEBERT  
HLADIK  
HODGSON  
HOFER  
IBRAIMHEL  
IDRISS  
IGHARAS  
IMPEY  
IRWIN  
ISLEIFSON  
JANSEN  
JANZEN  
JEFFERY  
JOHNSTON-SCOTT  
JOLICOEUR  
KANG  
KARIMI  
KEBEDE  
KEEGAN  
KHAMVONGSA  
KHANGURA  
KHROUPALO  
KILBORN  
KITCHING-SHELDON  
KLASSEN  
KLIEWER  
KLIPPENSTEIN  
KOHANCHUK  
KOLODKA  
KOVAR  
KOWALUK

VINCENT G  
LAKKI  
MARTHA  
ANDREW  
ERIC C  
SU  
ERVES  
LISA  
ARISTO  
WILLIS  
DONALD  
JOHN  
DEBBIE L.  
JENNIFER  
ZALMAI  
MUTWALY ABDALLA  
NICOLE ANNE AVI  
BRIAN PAUL  
STEPHANIE DAWN  
MORGAN P.P  
KARIN  
JASON M  
AMANDA JEAN  
YVONNE J  
RHEAL B.  
DONGHYUN  
NAIM  
GETACHEW  
HAILEY CAITLIN  
CLARICEL MAR  
NARENDER KAUR  
OLEKSANDER  
JANET M.I.  
CORI  
JESSICA  
SHELLY  
TRISH GAIL  
MICHAEL  
JARED THOMAS  
DIANE L.  
TREVOR



KRAWCHUK  
KULDYS  
KULYK  
KUPROWSKI  
LA  
LABOSSIERE  
LACKE  
LAKE  
LAM  
LAMIRANDE  
LANCASTER  
LANCASTER  
LANINGA  
LANTHIER  
LAURENT  
LAVALLEE  
LEBRUN  
LECLAIR  
LENZ  
LETANDRE  
LEUNG  
LEVEILLE  
LIMA  
LIPPS  
LOPEZ  
LORANGER  
LOXTON  
MACDONALD  
MADHOSINGH  
MADRID  
MAGEE  
MAGOTIAUX  
MAINES  
MAKINANO  
MALLARI  
MALLOWS  
MANGALE  
MARCHUK  
MARINO  
MARSTON  
MARTENS

KEVIN S  
MICHELLE L.  
TRACEY D.  
CHERYL ANNE  
THANH  
ALICIA MARIE  
NELLY  
ROBERT  
KIM PHUNG  
AARON BYRON  
GEORGE NOLAN  
PATRICK  
LYNNE  
MARC N.  
DENNIS  
HOLLY C  
CLAUDETTE  
DEBRA  
ANNETTE  
RONALD CORY  
JEFFREY  
ISABELLE  
DAVID S  
SHEILA  
CECILIA  
KELLY LYNN  
CORINNA  
COLTON JOHN  
ANTHONY BREN  
CHRISTINE B  
TAMARA A  
ROBERTA  
TAMARA C  
LUCY S  
CELY ROMERO  
LORI  
PRECIOUS PINEDA  
ADAM  
LAWRENCE  
RANDY H  
LLOYD JOHN

MARTIN  
MARTIN  
MARYNOWSKI  
MASON  
MCINNES  
MCKENZIE  
MCNAB  
MCRAE  
MENDOZA  
MEURRENS  
MEYERS  
MONKMAN  
MONTGOMERY  
MONTIETH  
MOROZ  
MURPHY  
NABESS  
NANIONG  
NAVOA  
NAZARETH  
NERBAS  
NGUYEN  
NGUYEN  
NGUYEN  
NICKEL  
NICOLYCHUK  
NIEMAN  
NIKE MOHAMMAD  
NORMAND  
O'DELL  
OKUN  
OLFERT  
OMERKADIC  
ORTIZ  
PABUAYA  
PACHECO  
PADASAS  
PANCHAL  
PARADIS  
PARK  
PARKER

JORDAN LEE  
SHAWN GEORGE  
JUDY  
AMANDA L  
DAN  
ROSE ANNE  
COLIN  
MICHAEL  
MARIA CECILIA P  
STEVE NEIL  
TROY  
DANIEL  
PATRICIA ASH  
PAUL A  
JANE  
MICHAEL GEORGE  
EMIL  
JOHNSON ARMAS  
JEAN KHRISTINE OL  
ROGELIO Z  
SCOTT R.  
DUC T  
KEN HONG  
QUAN MANH  
KEN  
JASON  
JENNIFER M  
HAFIZULLA  
DAN  
ERNEST P  
GASFFER  
MARK L  
NERMIN  
ROELITO  
RYAN J  
HELENA MARIA  
GOMAR H  
AMITKUMAR  
CLAIRE  
SUN HEE  
DUSTIN G.C

PATEL  
PATEL  
PATEL  
PATENAUDE  
PATTERSON  
PAULS  
PAULUSMA  
PENNER  
PERCHALUK  
PEREZ  
PETRIE  
PHANOUVONG  
PIETRAFESA  
PILON  
POLACHUK  
PRASMO  
PRAZNIK  
RADICCHI  
RAGASA  
RAPOSO  
REGALA  
REHAN  
RINGLAND  
ROBERTS  
ROBLES  
ROCHON  
ROSARIO  
ROSS  
ROWE  
SALMON  
SAMAC  
SAN ESTEBAN  
SANTIN  
SANTOS  
SARMIENTO  
SAYESE  
SAZDOVA  
SCHAAP  
SCHADE  
SCHELING  
SCHELING

ILESHKUMAR  
JATIN HITESH  
PINALI P  
LISA  
ASHLEY  
WALTER  
DERRICK  
SCOTT WILLIAM  
WADE O  
EDILBERTO C  
CAROLE  
BRANDON  
WILFRED  
GUY R  
WANDA  
EDWIN REMOLADO  
JOANNE  
ROBERTO  
REMO  
BRISIDA  
JOHN KENLEY R  
MONIKA  
CANDACE R  
CARROL  
MARCELINO  
STEFAN  
CLARICEL  
STEPHEN D  
RYAN  
KEVIN MICHAEL  
MARIA ISABEL  
BEN C  
JUDITH  
CHERYL LYNN  
JEROME MANCE  
BRUCE B.  
OLIVERA  
SERENA LEE MARIE  
JANET  
ERNA  
MARIA

SCHNELL  
SCHREINER  
SCHULTZ  
SHERPA  
SICINSKY  
SIERKS  
SILANG  
SIMON  
SIMPSON  
SINKOVITS  
SKINNER  
SLATER  
SLEPICKA  
SMELA  
SMITH  
SOBIE  
SOLOHUBOW  
SOROKINA  
SPENCE  
SPENCE  
ST PIERRE  
ST PIERRE  
STAMPE  
STEPHEN  
STUBBERT  
STUBBS  
SWAN  
SYDORUK  
TAGAY  
TAKAHASHI  
TESLUK  
THANGALINGAM  
THERRIEN  
THERRIEN  
THORKELSON  
TOKARYK  
TOUPIN  
TRPKOSKA  
TUCKER  
UNGER  
UNRUH

SCOTT J  
ROBERT HEINZ  
KRISTINA MARIE  
PEMA  
SHELDON W  
KARL HORST  
ELMA  
RANDOLPH  
LYNN E  
GARY  
AARON RICHARD  
JEFFREY  
CHERYL LYNN  
SHARON  
SHANE ALEXANDER  
CHERYL  
CHRIS M  
MARGARITA  
ELLA D  
GARNET E.A  
PAUL EDWARD  
RHEAL GILLES  
STEVEN EARL  
CLINTON  
DAVID  
CHRIS BLAKE  
DAVID  
HEATHER DAWN  
VIRGENIA  
KATSUMIKI  
GLEN M  
JEYAKANTHA  
ANDREW  
SCOTT  
TIM  
RICHARD L.  
DWIGHT  
DANIELA  
RUSSELL COLLIN  
JESSICA ANN  
SABINE

VALMONTE  
VAN EASTON  
VAN SANTEN  
WADANASALUGE  
WALKER  
WARD  
WARMAN  
WASYLIW  
WATSON  
WEISS  
WEISS  
WESA  
WIEBE  
WIELER  
WIENS  
WILCOX  
WILDE  
WINTERS  
WINTERS  
WISHNOWSKI  
WISNIEWSKI  
WOLFE  
WONG  
WOOD  
WRIGHT  
WURST  
YAWORSKI  
YUEN  
ZABARYLO  
ZALESKI  
ZAPOTOCHNY

BERNADETTE P  
NAKIA KIERA  
ANNIE  
SHANIJAYA  
TOM  
LAURIE J  
KIMBERLY  
PETER S  
ANNE C.  
KEN HERMAN  
RODNEY JAMES  
JOEL  
JONATHAN ABRAM  
KATHY  
TINA  
DONNA MARIE  
DUSTIN  
DEBORAH  
KRISTINE MARIE  
ALISON  
SUSAN  
TERRY  
KAI WA  
JOCELYN  
STEPHEN EDWARD  
JOHN PETER  
CORDELIA  
TYSON  
THOMAS J  
COLLEEN L  
RANDY

Errors & Omission excepted.

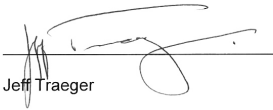
This Letter of Agreement is part of the collective bargaining agreement expiring **September 28, 2023**

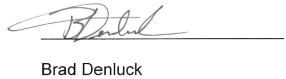
**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.**

SIGNED THIS 14<sup>th</sup> day of DECEMBER, 2018.

FOR THE UNION:

FOR THE COMPANY:

  
\_\_\_\_\_  
Jeff Traeger

  
\_\_\_\_\_  
Brad Denluck

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## **Declaration of Availability – Part-time Employees**

Unrestricted employees will be scheduled a greater numbers of hours weekly than restricted employees.

When an employee restricts their availability, it will affect the total hours they receive for the week compared to others in their classification and department. Since our business is highly variable and customer shopping patterns change, employees are encouraged to be flexible in order to be eligible to receive more scheduled and call-in hours.

Employees electing to change their availability will submit a completed Declaration of Availability (“DOA”) form to their Supervisor/Manager on or before the Sunday, which falls two (2) weeks prior to the effective date of the required change. Failure to do so will result in your current availability being carried over one more week.

### **Important Factors to Consider:**

- New employees shall be required to complete a DOA form at the time of completion of their application for employment. Employees cannot further restrict their Declaration for the first 240 hours.
- Employees may change their availability on the first Sunday in September (and January if you are a student) and three other times per calendar year. Students will receive a two-week leeway, either

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way, for reasons of the start of a school year only in September and January.

- Employees cannot use a floating availability date to limit or further limit their availability between the Sunday prior to the Remembrance Day General Holiday and the end of the year.
- There must be a minimum of four weeks between all availability changes.
- All part-time employees with less than ten years of service must be fully available on Saturdays.
- Employees hired after April 18, 2004 must be available to work shifts regularly scheduled in the department two days per week.
- Available anytime employees can block off a period of up to twenty-four (24) consecutive hours between Sunday midnight and Friday 12:00 p.m. and retain their available anytime status. This 24-hour block can be changed during the Declaration of Availability above, and one additional time per year. If a part-time available anytime employee volunteers to work Sunday for a minimum three month period, they can split the 24-hour block into two 12-hour blocks for that same period and maintain their available anytime status.
- Employees shall be required to work schedules according to the above DOA. No changes to your availability shall be



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permitted except as indicated above.

- In order to be eligible for a guarantee of hours you must be available anytime and have the necessary seniority to qualify.
- Current Manitoba legislation allows Sunday work to be voluntary.

Print Name: \_\_\_\_\_ Witness: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Store No/ Employee #: \_\_\_\_\_

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## **TO: THE NEW EMPLOYEE:**

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

Articles of Agreement between the Manitoba Food & Commercial Workers, Local 832, U.F.C.W., A.F.L. & C.I.O. - C.L.C. and this Company contain the following statement.

### **UNION SHOP**

The Company agrees to retain in its employ within the Bargaining Unit as outlined in **Article 1** of this Agreement only members of the Union in good standing. The Company shall be free to hire or rehire new employees who are not members of the Union, provided said non-members, whether part-time or full-time 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 one-thousand (1000) hours except for Bakery Production and Meat Production Specialists classifications which will be to a maximum of two thousand (2000) hours, in their designated classification, provided:

- i) it is comparable experience in a unionized chain retail food store; and

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- 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 ninety (90) 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.

The Company will have the right to demand proof of past experience from the employee affected in establishing **their** proper wage scale.

It is most important that you inform the Company 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 Company, 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 ninety (90) calendar days from the date of employment.



**United Food & Commercial Workers Union, Local No. 832**  
Manitoba, Canada

CHARTERED BY THE UNITED FOOD  
& COMMERCIAL WORKERS  
INTERNATIONAL UNION

LAST NAME		FIRST NAME		INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	SOCIAL INSURANCE NO.		
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE				
PREFERRED LANGUAGE	E-MAIL ADDRESS	<b>SAMPLE</b>							
COMPANY NAME	FORE NO. OF POSITION								
CLASSIFICATION	EMPLOYEE NO.	FULL-TIME	<input type="checkbox"/>	CASUAL	<input type="checkbox"/>	PART-TIME	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

I hereby make application for membership in the United Food & Commercial Workers International Union and affirm the above statements are true. I agree that all monies paid by me shall be forfeited and my membership declared void if they are not true. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances and all other matters relating to my employment, either directly or through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has policies and procedures to safeguard my privacy and protect my personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union that my personal information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.

APPLICANT'S SIGNATURE \_\_\_\_\_ DATE SIGNED \_\_\_\_\_  
LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE: 

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



## Your Right to Refuse Dangerous Work



**Workplace safety and health is everyone's concern and everyone's right.**

You can refuse dangerous work and your right to do so is protected by law.

### **Hazards in the Workplace**

At any time in your working life, you may encounter work involving safety and health risks that are not normal for the job. Hazards and dangerous situations should immediately be reported to your supervisor in order to prevent an injury or illness. In most cases, the situation is resolved by eliminating the hazard. If the situation is not rectified, you can exercise your right to refuse work.

### **What is the Right to Refuse?**

Under the law, (Manitoba's Workplace Safety and Health Act), you can refuse any task that you have reasonable grounds to believe is dangerous to your safety and health or the safety and health of others. (The work refusal is initiated by the worker.)

*Section 43(1) of the Act states: "A worker may refuse to work or do particular work at a workplace if he or she believes on reasonable grounds that the work constitutes a danger to his or her safety or health or to the safety or health of another worker or another person."*

Remember... you may not be disciplined for exercising your right to refuse in good faith, and you are entitled to the same wages and benefits that you would have received had the refusal not taken place. Your employer may also re-assign you temporarily to alternate work while the situation is being remedied. Stay at your workplace for your normal working hours unless your employer gives you permission to leave.

## **What is Dangerous Work?**

“Dangerous” work generally means: work involving safety and health risks that are not normal for the job.

## **What Are the Steps Involved?**

### **Step 1**

Report immediately to your supervisor, or to any other person in charge at the workplace, giving your reasons for refusing to work. At this point, the refusing worker and supervisor must attempt to resolve the concern. If the employer resolves the matter to your satisfaction, go back to work. If you still believe the work is dangerous....

### **Step 2**

If the supervisor and worker cannot resolve the refusal, the worker co-chairperson of the safety and health committee, or a committee member (or a worker rep, if there is no committee), must be asked to help for the purpose of inspecting the workplace. If the dangerous condition is not remedied after the inspection ....

### **Step 3**

Any of the persons present during the inspection in STEP 2 may notify a safety and health officer of the refusal to work and the reasons for it. The safety and health officer will investigate the matter and decide whether the job situation or task the worker has refused constitutes a danger to the safety or health of the worker or any other worker or person at the workplace.

The officer will provide a written decision to the refusing worker, each co-chairperson, or the rep, and the employer. Anyone directly affected by an officer's decision may appeal it to the Director of the Workplace Safety and Health Division. The Director will make a decision about the appeal, and provide written reasons. The decision of the Director may be appealed to the Manitoba Labour Board.

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## **WHMIS - CLASSES AND SYMBOLS**

### **Class A - Compressed Gas**

This class includes compressed gases, dissolved gases and gases liquified by compression or refrigeration. Eg.: gas cyldiners for oxyacetylene welding or water disinfection.



### **Class B - Flammable & Combustible Material**

Solids, liquids and gases capable of catching fire or exploding in the presence of a source of ignition. Eg.: white phosphorus, acetone and butane. Flammable liquids such as acetone are more easily ignited than combustible liquids such as kerosene.



### **Class C - Oxidizing Material**

Materials which provide oxygen or a similar substance and which increase the risk of fire if they come in contact with flammable or combustible materials. Eg.: sodium hypochlorite, perchloric acid, inorganic peroxides.



### **Class D - Poisonous/Infectious Materials**

#### **Class D - Division 1**

Materials causing immediate and serious toxic effects. This division covers materials which can cause the death of a person exposed to small amounts. Eg.: sodium cyanide, hydrogen sulphide.





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## WHMIS - CLASSES AND SYMBOLS

### **Class D - Division 2**

Materials causing other toxic effects. This division covers materials which cause immediate skin or eye irritation as well as those which can cause long-term effects. Eg.: acetone (irritant), asbestos (cancer causing), toluene diisocyanate (a sensitizing agent).



### **Class D - Division 3**

Bio-hazardous infectious material. This division applies to materials which contain harmful micro-organisms. Eg.: cultures or diagnostic specimens containing salmonella bacteria or the Hepatitis B virus.



### **Class E - Corrosive Material**

Acid or caustic materials which can destroy the skin or eat through metals. Eg.: muriatic acid, lye.



### **Class F - Dangerously Reactive Material**

Products which can undergo dangerous reactions if subjected to heat, pressure, shock or allowed to be in contact with water. Eg.: plastic monomers, such as butadiene and some cyanides.



Calendar for each year of  
agreement 2018

Calendar for each year of  
agreement 2019

Calendar for each year of  
agreement 2020

Calendar for each year of  
agreement 2021

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Calendar for each year of agreement  
2022

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Calendar for each year of agreement  
2023

# We Are Here to Serve You

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Fax — 204-786-3175

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Fax — 204-728-8528

Website — [www.ufcw832.com](http://www.ufcw832.com)

E-mail — [info@ufcw832.com](mailto:info@ufcw832.com)

