

## **FreshCo**

FROM: March 19, 2022

TO: October 1, 2026

# President's Message



Dear Member,

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

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

Sincerely,

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

Jeff Traeger,  
President UFCW Local 832



# FRESHCO

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**BETWEEN:**

**10031172 MANITOBA LTD.**  
**o/a FRESHCO, 920 Jefferson Avenue Wpg, MB R2P 1W1;**  
**10077361 MANITOBA LTD.**  
**o/a FRESHCO, 1319 Pembina Highway, Wpg, MB R3T 286;**  
**10077709 MANITOBA LTD.**  
**o/a FRESHCO, 2 Alpine Avenue Wpg, MB R2M 3A5;**  
**10075225 MANITOBA LTD.**  
**o/a FRESHCO, 731 Henderson Highway, Wpg, MB R2K 2K4;**  
**10031202 MANITOBA LTD.**  
**o/a FRESHCO, 600–1615 Regent Avenue West, Wpg, MB R2C 5C6;**  
**10076851 MANITOBA LTD.**  
**o/a FRESHCO, 600 Sargent Avenue, Wpg, MB R3E 0A1,**  
hereinafter referred to as the “Employers”

**AND**

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

## **PURPOSE**

The purpose of this Agreement is to establish harmonious and mutually satisfactory relations between the Employers and **their** employees; to provide an orderly procedure for the prompt and equitable disposition of complaints and grievances which may arise from time to time; and to establish and maintain conditions which will promote the efficient and productive operations of the Employers, positive customer and employee relations, the safety and welfare of employees and the security of Employer property and prevention of waste and unnecessary expense.

## **ARTICLE 1**      **RECOGNITION**

1.01                      The Employers recognize the United Food and Commercial Workers Canada, Local 832 as the sole collective bargaining agency for a **province-wide bargaining unit of all employees employed in the FreshCo/Chalo, FreshCo stores owned and/or operated by the Employers in the Province of Manitoba**, save and except Store Owner/Manager, Assistant Store Manager, Department Managers and persons above these ranks.

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

- (a) **those franchisees of Sobeys Capital Incorporated as at January 12, 2023 operating a FreshCo store, consisting of:**
  - (i) **10031202 MANITOBA LTD. o/a FreshCo, (500-1615 Regent Ave West Winnipeg MB);**
  - (ii) **10031172 MANITOBA LTD. o/a FreshCo, (920 Jefferson Ave Winnipeg MB);**
  - (iii) **10075225 MANITOBA LTD. o/a FreshCo (731 Henderson Hwy Winnipeg MB);**
  - (iv) **10077709 MANITOBA LTD. o/a FreshCo (2 Alpine Ave Winnipeg MB);**
  - (v) **10076851 MANITOBA LTD. o/a FreshCo (600 Sargent Ave Winnipeg MB); and**
  - (vi) **10077361 MANITOBA LTD. o/a FreshCo (1319 Pembina Hwy Winnipeg MB);**
- (b) **any new franchisee of Sobeys Capital Incorporated after January 12, 2023 operating a FreshCo/Chalo FreshCo store required as a condition of their franchise agreement to participate in this Agreement; and**
- (c) **any franchised FreshCo/Chalo FreshCo store that is subsequently operated for a period of time by Sobeys Capital Incorporated.**

## **ARTICLE 2            INTERPRETATION**

2.01            **The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word used in the singular applies also in the plural, unless the context otherwise requires.**

## **ARTICLE 3            MANAGEMENT RIGHTS**

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

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

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

3.04            **In administering this Agreement, the parties agree to act fairly, in good faith and in a manner consistent with this agreement as a whole.**

## **ARTICLE 4            UNION ESTABLISHMENT**

4.01            **The applicable Employer agrees to retain in its employ within the bargaining unit, as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Employers 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 within ten (10) calendar days from date of hire or rehire.**

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

**4.03                      Deduction of Union Dues**

The applicable Employer shall, during the term of this Agreement, as a condition of employment, deduct from their bargaining unit employees' the regular weekly Union Dues and initiation fee as are authorized by the Union and such monies shall be remitted to the Union prior to the 15th day of the month following the month in which such deductions are made.

The applicable Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first paycheque(s). Said dues and applicable initiation fees shall be accompanied by the monthly electronic remittance of the name, Social Insurance Number, and store number of the employees for whom deductions were made and the amount of each deduction. Each year the applicable Employer shall calculate the amount of Union dues deducted from the employee's pay and shall indicate same on the T-4 slip of each employee by no later than February 28<sup>th</sup>.

The Employers shall provide dues information to the Union in an electronic format acceptable to both parties.

In the event that such weekly dues are changed during the term of the Agreement, such change must be given to the Employers by notice properly authorized by Union Officials and shall become effective within one (1) month following the date the notice is received.

**4.04                      The applicable Employer agrees to forward a Membership Application duly completed, to the Union within ten (10) calendar days from date of hire or rehire of an employee. The Union shall bear the expense of printing and mailing the Membership Application.**

**4.05                      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.**

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

- 1)                      A list containing the names of employees who have terminated their employment during the previous four (4) or five (5) weeks.**
- 2)                      A list of new appointments to full-time positions and their classification.**
- 3)                      A list of employees on a leave of absence and the type of leave (medical, personal, maternity, etc.).**



**4.07** The Employers agree, twice per year upon request from the Union, to provide it with their employees' Social Insurance Numbers, hourly rates of pay, addresses, and employee numbers.

**4.08** The Employers agree to provide the information in Articles 4.06 and 4.07, to the Union in an Excel spreadsheet.

**4.09** Orientation

A Shop Steward designated by the Union will be allowed to introduce themselves to new employees. Such time will be permitted after notifying the applicable Employer, will not exceed ten (10) minutes and shall not unduly interfere with the employee's regular duties. A Union Representative shall also be entitled to attend any such meeting. This meeting is expected to take place during the employee's first scheduled work week.

**ARTICLE 5 UNION REPRESENTATION**

**5.01** The Union shall have the right to appoint **two (2)** Shop Stewards and one (1) alternate Shop Steward **per** store.

**5.02** The Employers agree to recognize officers so designated, in writing by the Union and to grant time off with pay as may be reasonably necessary to service any grievance or potential grievance within their hours of work that day within the store.

It is understood that such persons will not leave their regular duties without receiving permission from the Employers or **their** appointee whose permission will not be unreasonably withheld. It is understood that the time taken for such in excess of 5 minutes shall not be on Employer time.

**5.03** Union Leave

A leave of absence without pay to attend to Union business shall be granted to an employee, subject to operational requirements. Three (3) weeks' advance notice, or less if mutually agreed between the parties, shall be given to the applicable Employer indicating that such leave is requested. Unless otherwise agreed to by the applicable Employer, no more than one (1) employee shall be entitled to such leave at any one (1) time.

The applicable Employer agrees to pay the applicable health and welfare benefit premiums and pension premiums (if any), in order to maintain employee benefits during said leave. That Employer will invoice the Union for both the Employer's and employee's premiums for the duration of the leave and the Union will make payment within fourteen (14) calendar days. This type of leave

shall not exceed one (1) calendar year unless otherwise mutually agreed to between the applicable Employer and the Union.

**5.04 Union Convention/Conference/Education Leave**

A leave of absence without pay for the purpose of attending Union conventions/conferences and/or education seminars shall be granted to employees, subject to operational requirements. Two (2) weeks' advance notice shall be requested in writing to the applicable Employer. Time off shall not be granted to more than two (2) employees per store at any one (1) time or with lesser notice, unless otherwise mutually agreed to between the applicable Employer and the Union.

**5.05 Negotiation Leave**

The Employers agree to allow unpaid time off to **three (3)** employees to meet with the Employers to negotiate the renewal of this Agreement.

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

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

**ARTICLE 6 NO DISCRIMINATION**

**6.01** There shall be no discrimination by the Employers or the Union against any employees because of ancestry, including colour and perceived race, nationality or national origin, ethnic background or origin, religion or creed, or religious belief, association or activity, age, sex, gender identity, sexual orientation, marital or family status, source of income, political belief, association or activity, physical or mental disability, or social disadvantage, as defined in *The Manitoba Human Rights Code*.

**ARTICLE 7 NO STRIKE, NO LOCK-OUT**

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

## **ARTICLE 8                    GRIEVANCE PROCEDURE**

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

### 8.02                    **Information**

Where the Union requires information regarding accumulated hours of work for the purpose of establishing the pay rate of an employee, the Employers agree 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.

8.03                    In any grievance regarding hours worked by an employee and the amount paid to an employee, the **applicable** Employers 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.

8.04                    The Union shall not use **Article 8.03** to request information that does not pertain to a specific grievance of an employee.

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

8.06                    All grievances shall be submitted in writing.

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

Step 1                The employee or the steward shall notify the employee's immediate manager and/or Store Manager/Owner of the grievance within seven (7) **calendar** days following the event giving rise to such grievance, and a discussion shall thereafter occur between the employee, the steward and the employee's immediate manager and/or Store Manager/Owner.

The employee's immediate manager or Store Manager/Owner shall reply within seven (7) **calendar** days following the discussion and failing a satisfactory settlement, then:

Step 2 The employee may submit a written grievance to the Store Manager/Owner within seven (7) **calendar** days following receipt of the reply of the employee's immediate manager or Store Manager/Owner at Step 1. When an employee takes a grievance to the Union Representative, Step 1 of the Grievance Procedure shall be considered complied with, providing the Union Representative files the grievance in writing with the Store Manager/Owner.

The Store Manager/Owner shall reply in writing within seven (7) **calendar** days following receipt of the written grievance and failing a satisfactory settlement, then:

Step 3 The full-time Union representative may request a meeting with the Store Manager/Owner within seven (7) **calendar** days following the reply of the Store Manager/Owner at Step 2.

The Store Manager/Owner shall reply in writing within seven (7) **calendar** days following the meeting and failing a satisfactory settlement then the matter may be referred to arbitration subject to and in accordance with Article 9.

8.08 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 9.

## **ARTICLE 9      ARBITRATION**

**9.01**            **If the Union and the applicable Employer cannot reach a satisfactory settlement, the grievance shall be submitted to an arbitrator. The following will be used on a rotating basis:**

- (a)    Mr. Colin Robinson**
- (b)    Mr. Michael Werier**

**The arbitrator shall not be deemed to be willing to act unless they are in the position to convene the hearing within twenty-eight (28) calendar days from their selection. In the event none of the above-named arbitrators is willing to convene a hearing within twenty-eight (28) calendar days, the Manitoba Labour Board will be requested to appoint an arbitrator who is willing to convene a hearing within twenty-eight (28) calendar days.**

**The decision of the arbitrator shall be given within a period of twenty-eight (28) calendar days after the closing of the arbitration hearing, or such other length of time as may be mutually agreed.**

**9.02** The person selected as arbitrator shall in no way be involved directly in the controversy under consideration, or be a person who has a personal or financial interest in either party to the dispute.

**9.03** The arbitrator shall receive and consider such material evidence and contentions as the parties may offer. In reaching their decision, arbitrators shall be governed by the provisions of this Agreement.

**9.04** The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement, and shall not depend on or involve an issue or contention by either party which is contrary to any provisions of this Agreement, or which involves the determining of a subject matter not covered by or arising during the term of this Agreement.

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

**9.06** The findings and decisions of the arbitrator shall be binding and enforceable on all parties involved.

**9.07** It is the intention of the parties that this article shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operations as a result of any grievances. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this Agreement.

**9.08** The expenses and fees of the arbitrator shall be borne equally by the parties to the arbitration proceedings.

**9.09** The applicable Employer and the Union agree that at any time prior to the hearing date for an arbitration they may voluntarily agree to use a mutually acceptable mediator in their attempts to resolve the grievance. It is expressly understood and agreed between the parties that any such mediator has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept their suggested settlement to the matter in dispute. All expenses and fees that may be incurred by such mediator shall be borne equally by the applicable Employer and the Union. Unless otherwise mutually agreed to between the applicable Employer and the Union, this procedure may only be used in situations where grievance mediation services are not available through provincial legislation.

## **ARTICLE 10 HEALTH AND SAFETY**

10.01 The Employers, the Union and the employees mutually agree to cooperate in maintaining and improving safe working conditions.

10.02 The Employer agree to maintain adequate heating.

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

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

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

The Employers 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. In such cases, the minimum call-in would not apply, but employees will be paid not less than one (1) hour's pay.

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

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

10.06 **Water Bottles**

**All employees** shall be allowed to have an Employer approved water bottle at their work locations provided the bottle is stored out of public sight, **in compliance with any food safety requirements of the applicable Employer or as required by law**, and the employee exercises common courtesy with customers when consuming water.

10.07                    **Ergonomic Hazards**

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

10.08                    **Notice of Injury**

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

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

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

**ARTICLE 11            GENERAL**

11.01                    The Employers agree to allow the Union to install a notice board in a location of the **applicable** Employer's choosing at the Union's expense for the purpose of posting notices by the Union, and the Union will be responsible for all maintenance and repair of the board. **The applicable Employer reserves the right to require any such notice to first be approved by the Store Manager/Owner, which approval shall not be unreasonably withheld. Any such notice must not be in any way derogatory to the Employers or their management.**

11.02                    The Union agrees to refrain from distributing any notices or publications not covered by Article 11.01 upon **any** Employer's property. For clarification, the Union may distribute material related to collective bargaining to its members in the stores.

11.03                    Restrooms and a lunchroom shall be provided. The employees shall cooperate with the **applicable** Employer in keeping the restrooms and lunchroom in a clean and sanitary condition.

**11.04                    Product Demonstrations**

- (a) If product demonstrations or tasting events are held, the Representatives of suppliers or firms specializing in this area or even staff hired by the **applicable** Employer are authorized to handle the merchandise being demonstrated or tasted and to hand out samples.

- (b) The Representatives demonstrating their products may verify their product codes and remove any shelved merchandise that is expired or damaged.

**11.05** The Sobeys Representatives (Specialists, Managers, Director Operations, and others) may carry out all work related to **these** duties.

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

**11.07** **Vendor Stocking**

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

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

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

**11.10** It is recognized that **each** Employer may decide from time to time to engage Service-providers on an ongoing basis to operate kiosks or provide services within the Employer's store. These Providers may in some cases provide services in the store, such as fresh-meat or fresh-fish counters that were formerly provided by employees of FreshCo **or the applicable Employer**; in other cases, the services may be new to the store entirely.

It is understood that in all cases employees provided by the Service-providers to operate these kiosks or provide services in a store are not, either directly or indirectly, employees of FreshCo **or the Employers**, and are not covered by **this Collective Agreement**.



## **ARTICLE 12            CREATION OF NEW JOB CLASSIFICATION(S)**

**12.01**            Should **the** Employers decide to create any new job classification(s) during the term of this Agreement, the Employers will set the rate of pay for such classification(s) following consultation with the Union. Should the wage rate set by the Employers not be agreeable to the Union, the Union may file a grievance in accordance with Article 8 and submit the matter to arbitration in accordance with Article 9.

## **ARTICLE 13            PROBATION**

**13.01**            An employee shall be considered a probationary employee until **they have** worked sixty (60) days and during this period the employee shall have no seniority rights. It is expressly understood by both parties that during the probationary period an employee shall be considered as being an employee on a trial basis and may be discharged at any time at the sole discretion of the **applicable** Employer for any reason at the sole discretion of **that** Employer, provided such reason is not contrary to *The Manitoba Human Rights Code*, and such discharge shall not be the subject of a grievance and/or arbitration pursuant to this Agreement.

## **ARTICLE 14            LEAVE OF ABSENCE**

### **14.01            Personal Leave**

- (a) Leave of absence without pay and without benefits may be granted to employees with at least one (1) year of service with the **applicable** Employer at the discretion of management and subject to the requirements and efficiency of operations. In no circumstances will such a leave exceed **six (6)** consecutive weeks.
- (b) An employee requesting an unpaid personal leave of absence must make such request in writing to the **applicable** Store Owner/Manager at least sixty (60) calendar days in advance of the commencement date of the requested leave. Such application will be given full consideration.
- (c) The **applicable** Employer shall reply in writing to all written requests for unpaid personal leave of absence within thirty (30) calendar days of the commencement date of the requested leave.

**14.02                      Maternity Leave**

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

Where an employee intends to return to work immediately following her maternity leave, she must give the Employer a minimum of two (2) weeks' notice in advance of the day she intends to return to work. As well, she must provide the Employer with a Medical Professional's certificate, certifying her to be medically fit to work.

In cases of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a Medical Professional's certificate setting out the nature of the complications.

Accumulated paid sick leave and group insurance benefits (subject to the terms of the plans) if applicable, required because of a medical condition directly attributable to pregnancy, shall be granted to employees under the same conditions as these benefits are granted to other employees.

**14.03                      Parental Leave**

**(A)    Entitlements**

Every employee

- (a)    who,
  - (i)    becomes the natural parent of a child or assumes actual care and custody of a child, or
  - (ii)   adopts a child under the law of a Province; and
- (b)    who submits to the applicable Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

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

**(B) Commencement of Leave**

Subject to the following paragraph, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee shall decide when their parental leave is to commence and, where possible, shall take said leave at a time that is mutually agreeable to the Employer and the employee.

Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before the commencement of the parental leave, unless the employee and the applicable Employer otherwise agree.

**(C) Late Application for Parental Leave**

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

**(D) Reinstatement of Employee**

An employee who wishes to resume employment on the expiration of leave granted in accordance with this Article shall be reinstated in the position occupied at the time such leave commenced.

**ARTICLE 15      JURY DUTY**

**15.01**            When an employee is summoned, and reports, for jury duty, **they** will be paid **their** regular hourly rate of pay for the number of hours **they were** scheduled to work during the period **they** serve as a juror, to a maximum of ten (10) shifts, less the amount **they are** paid to serve as a juror, provided that the employee immediately reports to work if the employee is excused from jury duty for the rest of the day or days, notifies the Employer of the date on which **they** will be released from jury duty immediately after such information is provided to the employee and reports for work on **their** first scheduled shift immediately following **their** release. Such compensation shall not be considered as payment for time worked.

**15.02** The claim of an employee shall be verified by presentation of the cheque from the Court; however, no payments shall be made for any hour for which the employee received compensation from the Employer for any other reason.

**15.03** An employee appearing as a witness to a court proceeding on behalf of **any of the Employers** will be paid a minimum of three (3) hours at their regular hourly rate of pay, and such compensation shall not be considered as payment for time worked.

**15.04** An employee's scheduled day off will not be changed as a result of attending court on **behalf of any of the Employers**.

## **ARTICLE 16      BEREAVEMENT**

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

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

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

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

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

## **ARTICLE 17      SENIORITY**

**17.01** Seniority shall be recognized by the **applicable** Employer and shall be based on the length of continuous service from date of hire while in the **store operated by the Employer. Those employees who moved to a FreshCo or a FreshCo/Chalo, as a result of a store conversion outlined in Appendix F of the UFCW 832/Sobeys**

**Capital Incorporated – Safeway Operations Collective Agreement, and were either; 1) part of the senior twenty (20%) percent that maintained their Safeway economics or 2) employees that took a buydown, will have their seniority dates maintained when they commence employment at the FreshCo or FreshCo/Chalo.** It is agreed that employees will continue to acquire and exercise seniority on a departmental basis within the **applicable store**, except in the event of lay-off and re-employment, in which case employees shall exercise seniority on a storewide basis. The name and number of departments may be changed by the **applicable** Employer from time to time after providing employees and the Union thirty (30) **calendar** days' notice. Due to business needs, full time employees may be required to temporarily perform work outside of their department from time to time. **For greater certainty, employees shall not have any seniority rights outside of their store.**

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

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

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

**17.04** Seniority lists for employees shall be sent to the Union by the **applicable** Employer quarterly beginning on January 1<sup>st</sup> of each year and shall include home address, email address, phone number, starting date, seniority date, department and social insurance number separated into full and part-time, in an electronic format acceptable to both parties.

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

- (b) Persons returning to or entering the bargaining unit, shall not cause the demotion of employees within the bargaining unit.
- (c) Anyone promoted to a non-union management position subsequent to conversion will maintain **their** seniority for eighteen (18) months following the promotion after which time the employee shall have no seniority.
- (d) A person who has never been in the bargaining unit shall not enter the bargaining unit **to work in an applicable store** unless bargaining unit employees who are on lay-off **from that store** and who have recall rights have declined their right for recall provided the employee on recall has the necessary ability, qualification to perform the work.

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

- (a) voluntarily leave the employment of the **applicable** Employer;
- (b) **are** discharged for cause;
- (c) **are** absent from work for more than three (3) working days without prior notification (except in rare and exceptional circumstances) to the **applicable** Employer.
- (d) **are** absent from work due to sickness or disability for more than three (3) days and fail upon return to work to produce a certificate when requested from a medical practitioner verifying such absence and substantiating the reason for such absence;
- (e) fail to return to work after a recall from lay-off within seven (7) **calendar** days after the delivery of notice of recall by registered mail;
- (f) fail to return to work upon the conclusion of a leave of absence unless **their** failure to return is for reasonable cause;
- (g) fail to take a medical examination by a qualified medical practitioner when **reasonably** requested by the **applicable** Employer;
- (h) **are not recalled to work within six (6) months after being laid off**;
- (i) use an approved leave of absence for reasons other than those specified.

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

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

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

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

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

**17.09** Seniority for each full-time employee is based upon the length of continuous full-time employment with **their** Employer in the store since the employee's most recent date of hire.

**17.10** Seniority for a part-time employee is based upon the length of continuous employment with the Employers in the store since the employee's most recent date of hire. In all matters full-time employees will be deemed senior to part-time employees.

**17.11** A part-time employee who becomes a full-time employee **will be credited with the number of hours accumulated during the employee's continuous service with the applicable Employer as a part-time employee and provided the employee's service is continuous from part-time to full-time. For purposes of this sub-article, the "annual hours" of a full-time employee" will be two thousand and eighty (2080) hours.**

**17.12** New or rehired employees may be provided a previous experience credit to a maximum of three thousand two hundred and fifty (3250) hours, in their designated classification, provided:

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

The applicable Employer will be fair and reasonable when determining the amount of credit the employee will receive and agrees to notify the Union accordingly.

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

## **ARTICLE 18      FULL-TIME JOB POSTINGS**

**18.01** When a full-time vacancy within a store occurs and the applicable Employer intends to fill it, the following procedure shall apply:

- (a) The full-time vacancy will be posted in that store within fourteen (14) calendar days of the Employer determining there is a full-time vacancy to be filled and once posted shall remain posted for seven (7) calendar days. A copy of the posting shall be given to the Union representative at the time of the Posting.**
- (b) In selecting a candidate to fill the vacancy, the applicable Employer shall select the most senior candidate provided they have the existing availability, skill, ability and qualifications to perform the work required (priority being given to store employees already within the department over store employees outside the department). If there are no suitable candidates from within the store, the applicable Employer has the right to accept candidates from outside of the store.**



- (c) **The applicable Employer will meet with any unsuccessful candidate from within the store who requests a meeting, to review how they may become better suited for any such position in the future.**

## **ARTICLE 19 HOURS OF WORK AND OVERTIME**

**19.01** The following paragraphs and sections are intended to define the normal hours of work as may be scheduled by the Employer, and shall not be construed as a guarantee of or a limitation upon the hours of work per day or per week or days of work per week.

**19.02** There will be a minimum of ten (10) hours between the time an employee concludes one (1) shift and commences the next shift, **unless mutually agreed between the employee and the applicable Employer to waive the time off between shifts.**

**19.03** The Employers shall provide a time recording device in **each** store by which an employee shall record hours worked as required by the **applicable Employers** at the beginning and at the end of any work shift and at the beginning and at the end of any meal period during that work shift. Employees shall not punch in until they are in proper work attire and ready to work.

**19.04** Employees shall be at their respective work stations ready to begin work at the time their shift starts and except for the time spent away from work for lunch periods and rest periods, employees shall not quit work until the time their shift ends.

**19.05** A work schedule for the employees in **each store** shall be posted by Thursday noon for the following week.

**19.06** All overtime must be authorized by the Store Owner/Manager or **their** designate.

**19.07** The Union and employees agree that the requirements and efficiency of operations of the Employers will require overtime work periodically and that the employees will co-operate fully in this matter. As part of this:

Overtime shall be offered to employees at work in the department in which the overtime is required in order of seniority, providing the employee possesses the qualifications, experience, skill and ability to efficiently perform the required work. If there are insufficient volunteers to perform the required overtime, then the **applicable** Employer reserves the right to require employees to work the unscheduled overtime which will be assigned on a reverse seniority basis to the most junior employees

immediately available to perform the overtime work who possess the qualifications, experience, skill and ability to efficiently perform the required work.

**19.08** When an employee is required to report for work and there is no work available for the employee in **their** regular classification, the employee will be given three (3) hours work in some other classification or three (3) hours pay at **their** regular hourly rate, unless the employee was previously notified by **their** Employer not to report to work.

**19.09** Overtime will be paid at the rate of time and one half for all hours worked in excess of eight (8) hours in a day or forty (40) hours in the week.

**19.10** Payment of wages shall be made on a bi-weekly basis by direct deposit. In the event the Employers change **their paychecks**, **they** will notify the Union at least two (2) months in advance of such changes being made.

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

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

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

**19.13** The applicable Employer will provide as much notice as possible to an employee of any required changes to their posted work schedule.

**19.14** The Employers shall each retain a copy of the work schedule for a four (4) month period. A full-time Union representative of the Union will be permitted to review the work schedule with the Store Owner/Manager or their designate in an effort to resolve any complaints.

In the event an Employer has to change the work schedule, it will endeavour to provide as much notice as possible to the affected employee, unless the change is as a result of a circumstance outside of the Employer's control. Upon request, a copy of the work schedule shall be given to the steward.

## **FULL-TIME**

**19.15** The Employers agree that full-time employees shall not work split shifts unless mutually agreed to between the **applicable** Employer and the employee.

**19.16** The normal work week for full-time employees shall consist of forty (40) hours per week on the basis of five (5) eight (8) hour shifts.

## **PART-TIME**

**19.17** The normal work week for part-time employees shall not be more than thirty (30) hours per week. Part-time employees may work in excess of thirty (30) hours per week at the Store Owner/Manager's discretion based on the requirements and efficiency of operations.

**19.18** **Each** Employer agrees to schedule part-time employees by seniority provided they have the qualifications, experience, skill and ability to efficiently perform the work required and that they are available to work during the hours that are required by the Employer. Preference in the available weekly hours of work shall be given to senior part-time employees within their department, insofar as this is consistent with their availability.

### **19.19** **Part-Time Availability**

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

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

These Declarations of Availability will be effective on the following posted schedules:

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

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

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

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

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

### **19.20                    Minimum Availability**

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

Notwithstanding the foregoing, part-time employees who are students and who are unavailable for the minimum amount of time indicated in the previous paragraph must be available Saturday and Sunday, provided that this does not violate (*The **Manitoba** Employment Standards Code*)

## **ARTICLE 20                    PREMIUMS**

**20.01**                    Employees designated as Night Crew will receive a premium of seventy-five (75¢) cents per hour. Night Crew will be scheduled between 8:00pm and 9:00am. For clarity, a Night Crew employee’s entire shift will fall between these hours.

**20.02**                    A full-time employee designated by the Employer to lead the Night Crew shall receive a premium of seventy-five (**75¢**) cents per hour.

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

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

4. when there are no full-time employees on the Night Crew at that store.

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

**20.04** Any non-night crew full-time or part-time employee who worked beyond 11:00 p.m. shall be paid a seventy-five (75¢) cents per hour premium for all hours worked from 11:00 p.m. onward. The premium does not apply to employees who commence their work shift from 5:00 a.m. and onward the next day.

**20.05** Any employee designated by the applicable Employer as a PIC (Person In Charge) shall receive a premium of seventy-five (75¢) cents per hour for all hours that person works as the PIC in the absence of management.

**ARTICLE 21 MEAL AND REST PERIODS**

**21.01** The following breaks apply to all employees as follows:

<u>Shift Duration</u>	<u># Of paid rest periods (15 mins)</u>	<u># of unpaid rest periods (15 mins)</u>	<u>Unpaid meal breaks</u>
4 - 5 hours	One (1)	N/A	N/A
5.25 – 5.75 hours	One (1)	One (1) - optional	N/A
6 – 7.5 hours	One (1)	N/A	One (1) unpaid meal period of 30 (thirty) minutes or 60 (sixty) minutes by mutual consent
8 hours or more	Two (2)	N/A	One (1) unpaid meal period of 30 (thirty) minutes or 60 (sixty) minutes by mutual consent

**21.02** After three (3) hours of overtime an employee will receive an additional fifteen (15) minute paid rest period.

**21.03** Each rest period shall occur at approximately the mid-point of each four (4) hour period. No employee who is scheduled for more than four (4)

hours but not exceeding six (6) hours shall be required to take their break sooner than two (2) hours into their shift unless they have agreed to do so.

It is understood that the meal period shall be taken as close to the mid-point of the shift as possible.

## **ARTICLE 22 UNIFORMS, CLOTHING AND FOOTWEAR**

**22.01** Cold temperature clothing such as clean parkas, raincoats, freezer jackets, cooler jackets and vests are to be supplied and maintained by the applicable Employers, for the use of those employees whose duties require it. Freezer gloves shall also be provided to those employees whose duties require them. These items will be replaced as needed to remain in good working condition. Other clothing may be made available from time to time for purchase by employees, on an optional basis.

**22.02** The applicable Employer agrees to provide one (1) uniform shirt to each employee at the point of hire who is required by that Employer to wear a uniform shirt. Every September all employees with a minimum of one (1) year of service who are required by the applicable Employer to wear a uniform shirt may request and receive one (1) additional shirt as long as the employee remains actively employed. Employees are required to maintain their shirts in a clean and presentable condition. Any additional shirts required by the employee can be purchased from the applicable Employer. Shirts will be available in appropriate sizes.

**22.03** All employees with a minimum of two (2) years of service that are required by the applicable Employer to purchase and use safety footwear will be reimbursed fifty (\$50) dollars upon presentation of a receipt. This reimbursement shall be every two (2) years. Safety shoes must be entirely black in colour and must be Canadian Standards Approved (CSA).

## **ARTICLE 23 LAYOFF AND RECALL**

**23.01** In determining which employees are to be laid off and recalled from lay off, the applicable Employer shall retain employees with the greatest seniority in the Department provided they have the qualifications, experience, skill and ability to efficiently perform the work required and that they are available to work during the hours that are required by the Employers.

**23.02** Any full-time employee who is laid off, or required by the **applicable** Employer to revert to part-time status, will have recall rights to full-time status for a period of twelve (12) months. The employee will be credited with **their** full seniority and will be paid the part-time rate of pay in accordance with **their** seniority.

## **ARTICLE 24      GENERAL HOLIDAYS**

**24.01**            **The following days shall be considered as General Holidays. An employee's pay for a General Holiday shall be as set out in sub-articles 24.02 and 24.03 below:**

New Year's Day	Canada Day
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day

**and any other day or portion of a day designated as a Holiday by the Employers, or any other day declared by the Provincial Government.**

**24.02**            In order for an employee to receive holiday pay **they** must:

- (a) have worked **their** entire last scheduled shift immediately preceding the holiday and **their** entire first scheduled shift immediately following the holiday, except where the employee is absent due to illness or injury and the employee provides to the **applicable** Employer a doctor's certificate satisfactory to the **applicable** Employer; and
- (b) 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.

**24.03**            If an employee is required to work on any of the holidays set out in Section 17.01 above, **they** shall receive one and one half (1 ½ ) times **their** regular rate for all hours worked.

**24.04**            On weeks in which one (1) holiday as listed in Article **24.01** occurs, the work week will be reduced by eight (8) hours for full-time employees.

**24.05**            On weeks in which two (2) holidays as listed in Article **24.01** occur, the work week will be reduced by sixteen (16) hours for full-time employees.

**24.06**            Holiday pay for eligible full-time employees will be computed on the basis of eight (8) hours per holiday.

**ARTICLE 25      VACATION**

**FULL-TIME**

**25.01**            Annual vacation entitlement for full-time employees based on years of continuous full-time employment with the Employer since **their** most recent date of hire will be as follows:

One (1) or more years by May 1st – two (2) weeks' vacation with pay, except that vacation pay for any full-time employee off work for one (1) month or more in a calendar year shall be based on four percent (4%) of their annual earnings in the immediately preceding calendar year.

Five (5) or more years by May 1st – three (3) weeks' vacation with pay, except that vacation pay for any full-time employee off work for one (1) month or more in a calendar year shall be based on six percent (6%) of their annual earnings in the immediately preceding calendar year.

Ten (10) or more years by May 1st – four (4) weeks' vacation with pay, except that vacation pay for any full-time employee off work for one (1) month or more in a calendar year shall be based on eight percent (8%) of their annual earnings in the immediately preceding calendar year.

Eighteen (18) or more years by May 1st – five (5) weeks' vacation with pay, except that vacation pay for any full-time employee off work for one (1) month or more in a calendar year shall be based on ten percent (10%) of their annual earnings in the immediately preceding calendar year.

Vacation entitlement will be paid at the employee's regular hourly rate of pay.

**25.02**            When a holiday occurs during an employee's vacation, an extra day's vacation pay will be paid if the holiday is one for which the employee would have received pay had **they** been working. **If operational requirements allow, the employee will have the option to have an extra day's vacation granted if the holiday is one which the employee would have received had they been working.**

**25.03**            All vacation entitlement must be taken in that vacation year and shall not be carried over to the next vacation year. Vacation pay shall be paid to the employee when the employee goes on vacation.



**25.04** In scheduling vacations the Employers will consider the proper and efficient operation of the business.

**25.05** The **applicable** Employer shall post on the notice board a suitable form for full-time employees to indicate their preferred vacation dates in accordance with their seniority. This form shall be posted by the **applicable** Employer no later than April 1st of the calendar year and must be completed by employees prior to May 1st. The **applicable** Employer will then determine the vacation schedule, which determination will be based on the requirements and efficiency of operations and will take into consideration employee preferences as indicated on the form prior to May 1st and seniority. The vacation schedule will be posted by May 15th and will remain posted throughout the vacation period and employee vacations will not be changed unless mutually agreed to between the **applicable** Employer and their employee. Employees will be granted a maximum of two (2) weeks' vacation between May 1st and September 30th, unless otherwise mutually agreed between the Employer and the employee. **In the weeks where Christmas and New Year's Day fall, vacations can be requested and may be approved on an individual basis. Requests for vacation on a "restricted" week shall not be unreasonably denied. If denied, upon request, the employee will be provided an explanation for the operational requirements that resulted in the denial.**

### **PART-TIME**

**25.06** Part-time employees shall receive vacation pay as follows, payable during the month of February, based on years of continuous employment with the **applicable** Employer since **their** most recent date of hire:

- (a) one (1) or more years by May 1st - four percent (4%) of their annual earnings in the immediately preceding calendar year;
- (b) three (3) or more years by May 1st - six percent (6%) of their annual earnings in the immediately preceding calendar year.
- (c) ten (10) or more years by May 1st - eight percent (8%) of their annual earnings in the immediately preceding calendar year.

**25.07** Upon written request of the employee at the time that the annual vacations are being scheduled, employees will be provided time off, without pay for vacation purposes to a maximum of two (2) weeks between May 1<sup>st</sup> and September 30<sup>th</sup>, unless otherwise mutually agreed between the **applicable** Employer and their employees. **In the weeks where Christmas and New Year's Day fall, vacations can be requested and may be approved on an individual basis. Requests for vacation on a "restricted" week shall not be unreasonably denied. If denied, upon request, the employee will be provided an explanation for the operational requirements that resulted in the denial.**

**25.08** Part-time employees who become full-time employees shall not be paid vacation pay twice for the same time period.

## **ARTICLE 26 EMPLOYEE ADVANCEMENT**

**26.01** In the event a full-time employee's status is changed to part-time, the employee's part-time seniority date will be based on the length of **their** continuous full-time employment with **their** Employer in the store since the employee's most recent date of hire.

## **ARTICLE 27 HEALTH AND WELFARE AND PENSION**

**27.01** The Employers agree to make available to eligible employees **their** Health and Welfare program subject to and in accordance with the Group Insurance program as may be revised from time to time by the Employers or the insurer and as administered by the insurer. **Participating full-time employees do so on a cost share basis. Participating part-time employees pay the full cost.** The Employers' responsibility under this Article is limited to making the Health and Welfare program plan available to eligible employees in accordance with the Employer's' group insurance program. It is expressly acknowledged that the Employers **have** no liability for the failure or refusal of the insurance carrier(s) to honour a claim or to pay benefits to an employee and no such action on the part of the insurance carrier shall be attributable to **any of** the Employers or constitute a breach of this Agreement by **any of** the Employers. Under no circumstances will **any of** the Employers be responsible for paying any benefits under the benefits plan or in any way relating to this Article and in all respects the benefits shall be administered in accordance with the rules and regulations of the plan or plans obtained by the Employers, said plan or plans not forming part of this Agreement and not being subject to the grievance procedure or arbitration.

**27.02** The Employers agree to make available to eligible employees **their** Employee Pension Plan, subject to and in accordance with the terms of that plan as implemented by the Employers and as may be amended from time to time by the Employer. In all respects the plan or plans shall be administered in accordance with the rules and regulations of the plan or plans implemented by the Employers, said plan or plans not forming part of this Agreement and not being subject to the grievance procedure or arbitration.

### **27.03 Sick Leave**

**Full-time employees shall earn sick leave credits at the rate of four (4) hours for each full month of employment, up to a maximum of eighty (80) hours credit. Credits shall accumulate after an employee passes probation. Sick**

leave shall not accumulate during periods when an employee is on paid sick leave or during an unpaid leave of absence.

Part-time employees who have two (2) years of service and average more than thirty (30) hours per week with the Employer, shall earn sick leave credits at the rate of four (4) hours for each two hundred forty (240) hours worked, up to a maximum of twenty (20) hours credit. Credits shall begin to accumulate after an employee reaches two (2) years of service. Sick leave shall not accumulate during periods when an employee is on paid sick leave or during an unpaid leave of absence.

In order for a part time employee to qualify, they must have worked more than two hundred forty (240) hours within an eight (8) week reporting period. These reporting periods will commence the first week of 2023 and continue thereafter. *i.e. Reporting period # 1 for 2023 – January 1<sup>st</sup> 2023 to February 25<sup>th</sup> 2023*

Should an employee be on an approved leave of absence with the Union, which would result in the employee not qualifying for their sick leave credits in a specific eight (8) week reporting period, the Union will reimburse the paid sick leave credits to the applicable Employer in that reporting period. The applicable Employer will invoice the Union accordingly.

The employee may be required to supply a medical certificate to the applicable Employer if absent from work as a result of sickness for more than three (3) days. The applicable Employer may require a medical certificate in the event of suspected misuse of sick time. The cost of the certificate shall be borne by that Employer. Employees found abusing the sick leave benefit shall be disciplined by the applicable Employer

Unused sick leave shall not be paid out.

Sick leave under Article 27.03 shall not apply to those employees covered under Appendix A of this Collective Agreement.

**27.04** Those employees who moved to a FreshCo or a FreshCo/Chalo as a result of a store conversion outlined in Appendix F of the UFCW 832/Sobeys Capital Incorporated – Safeway Operations Collective Agreement, and were part of the senior twenty (20%) percent that maintained their Safeway economics remain part of the jointly trustee benefit plan “Manitoba Safeway/UFCW Local 832 Health and Welfare Plan”, as well as, the Manitoba Food and Commercial Workers Dental Plan”. Information pertaining to these plans, including, applicable Employer contributions are outlined in Appendix A of this Collective Agreement.

## **ARTICLE 28            EXPIRATION AND RENEWAL**

**28.01**            This Agreement shall come into effect on **March 19, 2022** and shall remain in effect up to and including **October 1, 2026**.

**28.02**            A party wishing to revise or terminate this Agreement shall notify the other party in writing not less than thirty (30) and not more than ninety (90) **calendar** days prior to the expiry date **of this Agreement** and on delivery of such notice the parties shall, within fifteen (15) **calendar** days or such later time as may be mutually agreed, commence negotiations. During the period of such negotiations, this Agreement shall remain in full force and effect. If notice is not given as above, this Agreement shall automatically be renewed from year to year unless notice is given in accordance with this Article.

**28.03**            Should the Employers and the Union reach an impasse in negotiations for the revision or renewal of this Agreement, either party may refer all outstanding proposals to Final Offer Selection, as hereinafter provided, in which case the parties hereby mutually agree to extend this Agreement in its entirety and to forego the right to strike or lockout:

- a) Any referral to Final Offer Selection must be made within four (4) months of the date on which the Employer and the Union first met to commence negotiations following the notification to revise or terminate this Agreement under Section 18.02.
- b) The referring party shall provide by e-mail to the other party and applicable Selector, as indicated in 18.03c) below, a written notice of referral to Final Offer Selection (the "Notice of Referral");
- c) The single Selector shall be selected in rotation from the following list of persons:
  - (1) Mr. Michael Werier, Q.C.
  - (2) Mr. Colin Robinson

If either of the above persons, having been requested in his turn to act as Selector, shall be unable or unwilling to act, he shall not again be requested to act as Selector until his name comes up again on the regular rotation of the above persons.

- d) The Employer and the Union shall meet and agree on which proposals remain outstanding between them within seven (7) **calendar** days of the date on which the other party received the Notice of Referral. The final differing proposals submitted to the Selector will be confined to these agreed outstanding proposals, which will be submitted to the Selector, together with copies of all

agreed to proposals, within ten (10) **calendar** days of the date on which the other party received the Notice of Referral.

- e) The Employer and the Union shall, within fourteen (14) **calendar** days of the date on which the other party received the Notice of Referral, each submit to the Selector a written statement or brief outlining each of their respective final positions on the outstanding proposals.
- f) The Selector shall convene a meeting of both parties for the purpose of hearing explanation of the final positions which have been submitted in the respective written statements or briefs. The Selector may question the parties for the purpose of seeking clarification of the respective final positions which have been submitted.
- g) The Selector shall, within twenty-eight (28) **calendar** days of the date on which the other party received the Notice of Referral, select either the final position of the Employer or the final position of the Union and render his decision, which decision shall be final and binding on all parties to this Agreement.

**28.04**                    **Article 28.03 shall be removed from the Collective Agreement effective with the renewal of any Collective Agreement reached as a result of its use, unless the parties have expressly agreed to renew it.**

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

**SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023**

**FOR THE UNION:**

**FOR THE EMPLOYERS:**

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**APPENDIX “A”**

**HEALTH AND WELFARE, SICK LEAVE,  
WEEKLY INDEMNITY BENEFIT,  
LONG-TERM DISABILITY and DENTAL PLAN FOR ELIGIBLE EMPLOYEES OF  
FRESH CO (as outlined in Article 27.04)**

The following employees are covered by Appendix A as outlined below at the time of renewal of the Collective Agreement.

Should there be any future store conversion and any transferring employees be eligible for any terms or conditions of employment different than as per the Collective Agreement, they shall be added to this Appendix and this Appendix will also be amended, as required to accurately reflect those different terms or conditions of employment.

***NOTE: Any names missed as a result of an error, will be added to the Appendix.***

<b>Paulo Abreu</b>	<b>Archana Gadia</b>	<b>Kimberly Pace</b>
<b>Trevor Andre</b>	<b>Justin Goertzen</b>	<b>Arthur Piche</b>
<b>Nikolaas Christie</b>	<b>Graham Holloway</b>	<b>Matthew Therrien</b>
<b>April Couchene</b>	<b>Melissa Maruschak</b>	<b>Holly Zhang</b>
<b>Lourdes Deinla</b>	<b>Elizabeth Matte</b>	
<b>Ian Drysdale</b>	<b>Diane Mensing</b>	

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

- (a)    The applicable Employer and the Union agree to participate in the Manitoba Safeway /UFCW Local 832 Health and Welfare Plan (Plan 1) to provide Health and Welfare benefits as decided by the Board of Trustees from time to time, for those eligible employees outlined in Article 27.04 of the Collective Agreement.**
  
- (b)    The applicable Employer agrees to pay contributions in the amount of fifty-seven (57¢) cents per hour and sixty-two (62¢) cents per hour (effective Sunday following date of ratification), sixty-three (63¢) cents per hour effective March 19, 2023, sixty-four (64¢) cents per hour effective March 24, 2024, sixty-five (65¢) cents per hour effective March 23, 2025 and sixty-six (66¢) per hour effective March 22, 2026, for all regular hours paid, sick pay (not including Weekly Indemnity), full-time employees’ vacation as entitled under Article 25.01, and General Holidays, to the maximum of the basic work week in respect to all eligible employees in the bargaining unit. Such contributions shall be forwarded to the Trust Fund within twenty-one (21) days**

following the applicable Employer's four (4) or five (5) week accounting period. Future increases of up to five (5¢) cents per hour per year, to a maximum of fifteen (15¢) cents over the life of the Collective Agreement, will be made if determined necessary by an actuary to fund benefits. These annual increases will at no time exceed the amount being paid by other major retail grocery participants(s) within the same jointly trusted plan.

- (c) Subject to (d) and (e) below, the eligibility and benefits for eligible employees shall be in accordance with the Plan and as determined by the Trustees.
- (d) Eligible full-time employees shall be covered by the Trusted Health and Welfare Plan after three (3) months of full-time employment. Part-time employees shall be covered by the Trusted Health and Welfare Plan after averaging thirty-two (32) hours or more per week during any three (3) consecutive month period. (This shall be interpreted to mean regular hours paid and in the case of a part-time employee three (3) months is intended to mean thirteen (13) consecutive weeks). Employees shall remain covered as long as they remain actively employed by the applicable Employer, whether or not their average weekly hours drop below thirty-two (32) hours per week.
- (e) Eligible employees who have not yet qualified to be covered by the Trusted Health and Welfare Benefits or who were not entitled to be qualified for Health and Welfare Benefits prior to October 1st, 1989 and who subsequently qualified as indicated above, and who restrict their availability, and as consequence average less than thirty-two (32) regular hours during any thirteen (13) week period, shall be disqualified from coverage under the Plan.
- (f) It is understood all administration and benefits expenses will be paid by the Fund.

A-2

**Sick Leave**

- (a) Eligible full-time employees shall accumulate credits at the rate of four (4) hours for each full month of employment, up to a maximum of one hundred and sixty (160) hours credit. Credits shall accumulate only on full-time employment, following the completion of a three (3) month full-time employment eligibility period.



- (b) The applicable Employer shall apply (for eligible full-time employees only) any accumulated sick leave to absences due to sickness not covered by insured Weekly Indemnity benefits (or similar benefits) and may supplement Weekly Indemnity benefits (or similar benefits) with unused sick leave credits in an amount equal to but not to exceed the employee's normal earnings.
- (c) All eligible part-time employees who have qualified for Plan 1 benefits shall commence to accumulate sick leave credits on the basis of four (4) hours for each four (4) week reporting period that they work in excess of one hundred and twenty-eight (128) hours.
- (d) The four (4) week reporting period shall be the same four (4) week reporting periods that are used in determining their eligibility for Dental benefits under the Manitoba Food & Commercial Workers Dental Plan.
- (e) After averaging thirty-two (32) hours per week for thirteen (13) consecutive weeks, a part-time employee shall be eligible to commence accumulation at the commencement of the next reporting period.
- (f) All paid time off, such as General Holidays, sick pay from accumulated sick leave credits and time off taken as vacations (for which they have already received vacation pay) shall be counted for the purposes of determining hours worked in that reporting period. In order for part-time employees to get sick pay credit for vacation time purposes under this Appendix A-2(h) below, when taking vacation, time off without pay, they must give in writing to the Store Manager a letter indicating the weeks of time off for vacation purposes, they intend to take.
- (g) Eligible part-time employees shall accumulate credits at the rate of four (4) hours for each reporting period that they work in excess of one hundred and twenty-eight (128) hours, up to a maximum of forty-eight (48) hours per year and a total maximum of one hundred and twenty (120) hours, following the completion of the thirteen (13) week eligibility period.
- (h) In determining the number of hours to be credited as paid time off taken in respect to vacations mentioned above, the number of hours shall be determined by averaging the hours worked in the three (3) preceding reporting periods immediately prior to the reporting period in which the employee takes the time off for vacation.

- (i) Sick leave pay shall be applied only to absences on the employee's regularly scheduled workdays and shall not be applied to any days for which the employee is receiving Weekly Indemnity benefits.
- (j) The applicable Employer may require the employee to provide a doctor's certificate, verifying any absence due to disability.

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

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

**A-3 Manitoba Safeway / UFCW Local 832 Health and Welfare Plan (Plan 2)**

- (a) The applicable Employer and the Union agree to participate in a jointly trusteed Health and Welfare fund for part-time employees for the purpose of providing Health and Welfare Benefits to eligible employees who are not covered by the existing Plan 1 as determined by the Trustees from time to time.

- (b) The applicable Employer agrees to pay zero (0¢) cents per hour contribution for all regular hours paid, sick pay (not including Weekly Indemnity), employees' vacation as entitled under sub-article 32.01, and General Holidays, to the maximum of the basic work week in respect to all employees in the bargaining unit. Such contributions shall be forwarded to the Trust Fund within twenty-one (21) days following the Employer's four (4) or five (5) week accounting period.
- (c) The eligibility and benefits for eligible employees shall be in accordance with the Plan and as determined by the Trustees.

**A-4 Manitoba Food & Commercial Workers Dental Plan**

- (a) The applicable Employer agrees to make a direct contribution to the Manitoba Food & Commercial Workers Dental Plan of thirty-seven (37¢) cents per hour, thirty-eight cents (38¢) per hour effective March 19, 2023, thirty-nine cents (39¢) effective March 23, 2025 and forty cents (40¢) per hour effective March 22, 2026 for regular hours paid, sick pay (not including Weekly Indemnity), full-time eligible employees' vacation, as entitled under Article 25.01, and General Holidays, to the maximum of the basic work week in respect to all eligible employees in the bargaining unit.
- (b) Such contributions will be forwarded to the Trust within twenty-one (21) days following the applicable Employer 's four (4) or five (5) week accounting period.
- (c) It is agreed that in the event the Government of Canada or the Province of Manitoba provides a non-contributory Dental Care Plan with similar benefits, the applicable Employer's obligations to continue contributions to the Manitoba Food & Commercial Workers Dental Plan shall cease. It is further understood, should a Government Plan create duplicate benefits, then these benefits shall be deleted from the Manitoba Food & Commercial Workers Dental Plan and the applicable Employer's contribution in respect to the cost of these benefits shall cease.
- (d) A maximum coverage payment of claims of the Manitoba Food & Commercial Workers Dental Plan shall be as determined from time to time by the Board of Trustees.

**A-5**

**Pension Plan**

The applicable Employer agrees to contribute the sum of one dollar and forty-five (\$1.45) cents per hour for all hours worked or paid by the Employer to its employees in the bargaining unit, who were part of the senior twenty (20%) percent that maintained their Safeway economics, in lieu of CCWIPP contributions. Hourly contributions include any overtime hours worked in a week (to a maximum of the basic work week), vacation, General Holidays, sick days (not including Weekly Indemnity, LTD or other similar indemnifications), jury duty, and any paid leave of absence required under the terms of the Collective Agreement.

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

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

**A-6**

**General**

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

**APPENDIX "B"**

**WAGES**

**B-1 Full Time Employees**

Full Time	Progression	1-Oct-22	Sunday Following Date of Ratification	1-Apr-23	1-Oct-23	1-Oct-24	1-Oct-25
	Start	13.50	13.50	14.15	15.00	min wage	min wage
	6 months	13.55	13.55	14.20	15.05	min wage plus .05	min wage plus .05
	12 months	13.60	13.60	14.25	15.10	min wage plus .10	min wage plus .10
	18 months	13.65	13.65	14.30	15.15	min wage plus .15	min wage plus .15
	24 months	13.70	13.75	14.40	15.25	min wage plus .25	min wage plus .25
	30 months	13.90	13.95	14.60	15.45	min wage plus .45	min wage plus .45
	36 months	16.05	16.35	16.65	16.95	17.30	17.65

**B-2 Part Time Employees**

Part Time	Hours	1-Oct-22	Sunday Following Date of Ratification	1-Apr-23	1-Oct-23	1-Oct-24	1-Oct-25
	0-300	13.50	13.50	14.15	15.00	min wage	min wage
	301-650	13.55	13.55	14.20	15.05	min wage plus .05	min wage plus .05
	651-1300	13.60	13.60	14.25	15.10	min wage plus .10	min wage plus .10
	1301-1950	13.65	13.65	14.30	15.15	min wage plus .15	min wage plus .15
	1951-2600	13.70	13.70	14.35	15.20	min wage plus .20	min wage plus .20
	2601-3250	13.75	13.75	14.40	15.25	min wage plus .25	min wage plus .25
	3251-3900	13.80	13.80	14.45	15.30	min wage plus .30	min wage plus .30
	3901-4550	13.85	13.85	14.50	15.35	min wage plus .35	min wage plus .35
	4551-5200	13.90	13.90	14.55	15.40	min wage plus .40	min wage plus .40
	5201-5850	13.95	14.00	14.65	15.50	min wage plus .50	min wage plus .50
	5851-6500	14.00	14.10	14.75	15.60	min wage plus .60	min wage plus .60
	6501-7250	14.05	14.20	14.85	15.70	min wage plus .70	min wage plus .70
	7251-8000	n/a	14.30	14.95	15.80	min wage plus .80	min wage plus .80
	8001 plus	n/a	14.50	15.15	16.00	min wage plus 1.00	min wage plus 1.00

**B-3 Overscale Wage Increases**

An employee who is at an overscaled rate (above the top rate) as of date of ratification who otherwise would not receive an increase with the implementation of the new scale shall nonetheless receive an increase of \$0.30.

**An employee who is at an overscaled rate (above the top rate) as of April 1, 2023, who otherwise would not receive an increase with the implementation of the new scale shall nonetheless receive an increase of \$0.30.**

**An employee who is at an overscaled rate (above the top rate) as of October 1, 2023, who otherwise would not receive an increase with the implementation of the new scale shall nonetheless receive an increase of \$0.30.**

**An employee who is at an overscaled rate (above the top rate) as of October 1, 2024, who otherwise would not receive an increase with the implementation of the new scale shall nonetheless receive an increase of \$0.35.**

**An employee who is at an overscaled rate (above the top rate) as of October 1, 2025, who otherwise would not receive an increase with the implementation of the new scale shall nonetheless receive an increase of \$0.35.**

#### **B-4 Retroactivity or Signing Bonus**

**Only those employees that are at top rate in B-1 and overscale employees, shall receive full retroactive pay to March 19, 2022, for all regular hours worked and/or paid. Retroactive pay (minus statutory deductions) shall be paid to those employees within thirty (30) calendar days of ratification.**

**The Employers shall pay a signing bonus as follows to part-time employees and the one (1) full-time employee who presently is not at top rate or overscaled, provided this Agreement is ratified within a mutually acceptable time following the conclusion of bargaining.**

**To be eligible an employee must be employed as of October 31, 2022 and the date of ratification. Payment (minus statutory deductions) will be made within thirty (30) calendar days of ratification.**

**Eligible employees will be paid based on the average hours worked and/or paid per week from the later of the start date of their employment and March 19, 2022, up to November 30, 2022.**

The signing bonus is:

<b>Thirty hours/week or more</b>	<b>\$200</b>
<b>Between 25 &amp; 29.99 hours/week</b>	<b>\$100</b>
<b>Between 15 &amp; 24.99 hours/week</b>	<b>\$75</b>
<b>Less than 15 hours/week</b>	<b>\$50</b>

The signing bonus will be prorated as outlined in the table below:

<b>Hired March 2022 or prior</b>	<b>100% of applicable signing bonus</b>
<b>Hired April 2022</b>	<b>90% of applicable signing bonus</b>
<b>Hired May 2022</b>	<b>80% of applicable signing bonus</b>
<b>Hired June 2022</b>	<b>70% of applicable signing bonus</b>
<b>Hired July 2022</b>	<b>60% of applicable signing bonus</b>
<b>Hired August 2022</b>	<b>50% of applicable signing bonus</b>
<b>Hired September 2022</b>	<b>40% of applicable signing bonus</b>
<b>Hired October 2022</b>	<b>30% of applicable signing bonus</b>

## **B-5 General**

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

No wage currently enjoyed by an employee, which is in excess of rates set out in the wage schedules herein, shall be reduced during the life of the Agreement. The parties agree that Appendix "B" does not prevent the implementation of additional premiums or other incentives as determined by the Employer from time to time.

Where the Employer determines it is necessary to hire at a rate greater than the rate posted in Appendix "B" due to labour market conditions, the newly hired employees will be credited with the corresponding number of career hours to their assigned rate but such hours will not be used for determining seniority or any other entitlement under this Agreement.

Prior to the implementation of any additional premium or other incentives, the Employer shall advise the Union. Upon request of the Union, the Employer shall

meet with the Union to discuss the additional premiums or other incentives prior to the implementation.

**In the event the minimum wage increases so as to cause concern with the rates as shown in B-1 or B-2, the Union or the Employers may require a meeting be held amongst the parties so as to review the circumstances and work together in good faith to reach a fair solution.**



**LETTERS OF UNDERSTANDING**

BETWEEN:

10031172 MANITOBA LTD.  
o/a FRESHCO, 920 Jefferson Avenue Wpg, MB R2P 1W1;  
10077361 MANITOBA LTD.  
o/a FRESHCO, 1319 Pembina Highway, Wpg, MB R3T 286;  
10077709 MANITOBA LTD.  
o/a FRESHCO, 2 Alpine Avenue Wpg, MB R2M 3AS;  
10075225 MANITOBA LTD.  
o/a FRESHCO, 731 Henderson Highway, Wpg, MB R2K 2K4;  
10031202 MANITOBA LTD.  
o/a FRESHCO, 600–1615 Regent Avenue West, Wpg, MB R2C 5C6;  
10076851 MANITOBA LTD.  
o/a FRESHCO, 600 Sargent Avenue, Wpg, MB R3E 0A1,  
hereinafter referred to as the “Employers”

AND

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

**#1 MEAT DEPARTMENT**

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

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

**#2 ENHANCED SEVERANCE**

In the event of a permanent discontinuance of the operations of any of the FreshCo covered by this Collective Agreement the affected employees will receive severance **from the applicable Employer** in the amount of one and a half (1.5X) times their normal weekly earnings multiplied by their completed years of service to a maximum of fifty thousand (\$50,000) dollars in the case of a full-time employee and fifteen thousand (\$15,000) in the case of a part-time employee. This payment is deemed to be inclusive of any payments required by law and any obligations under the collective agreement.

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

Notwithstanding the above paragraph Article **17.03** of the Collective Agreement shall apply.

Enhanced severance shall not be payable to employees who secure employment with another retailer within Sobeys West Inc. provided that all the following conditions are met:

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

### **#3 RETURN TO WORK PROTOCOL**

The Employers agree **the applicable Employer will** notify the Union of the time, date and location of any meeting held with an employee regarding a permanent workplace accommodation. The Union representative or designate may attend such meeting.

### **#4 SCHEDULE REQUESTS**

Shop Stewards shall be provided with copies of schedules upon request.

### **#5 PREMIUM PAID AT STORE #8956**

**On May 21<sup>st</sup>, 2021 a Letter of Understanding was signed by the parties that agreed to have two employees receive a seventy-five (\$0.75) cent per hour premium for all hours worked in addition to their hourly rate of pay as Produce Lead Hand and Grocery Lead Hand at Store # 8956.**

**During negotiations, it was determined there is only one remaining employee still potentially impacted by this, and there is no need to create these new classifications and premiums. As a result, Emanuel Machado will be grandfathered and continue to receive the seventy-five (\$0.75) cent per hour premium in addition to his hourly rate for all**

hours worked. As the parties have agreed to a PIC premium, Emanuel Machado will not be entitled to receive this premium in addition to the seventy-five (\$0.75) per hour premium he already receives.

**#6 ADDITIONAL BENEFIT INFORMATION – FRESH CO PLAN BENEFITS**

Further to Article 27 of the Collective Agreement, the following provides additional information on the current FreshCo Benefit Plan. In case of inconsistency between this and the actual Plan, the Plan prevails.

**Full Time Employees – qualification and payment of benefits**

Benefit plans for full time employees vary by store, based on how each Employer designs their plans.

Full time employees qualify for their benefit coverage after three (3) months of full time service and must work an average of thirty-five (35) hours a week. Should a part time employee become full time, full-time coverage becomes effective at that time.

All full time employees are eligible for Short Term Disability and Long Term Disability, however, the level of cover and cost is dependent on each individual franchisee's plan. A qualifying full time employee will receive a benefit package in the mail. Once qualified they have thirty-one (31) calendar days to log in and select their coverage levels. If they do not log in and make selections on the coverage, they receive defaults to core health and dental coverage, basic life and accidental death insurance, STD and enhanced LTD.

Full time employees can log into the benefit website to see what their coverage is and what they are paying for their benefits.

Full time employees have an annual re-enrolment opportunity to make changes to their benefits, in approximately March or April of every year.

**Part Time Employees – qualification and payment of benefits**

Benefit plans for part time employees are the same for all stores.

Part time employees are not eligible for STD or LTD under the plan.

**Part time employees are to be offered (once they qualify) Health Care and Dental coverage along with basic Life Insurance and Accidental Death and Dismemberment Insurance. If they opt in, they pay 100% of the premium costs.**

**Part time employees qualify after a one year waiting period and need to work a minimum average of 24 hours a week (which is 1248 hours worked for the year).**

**Every month each Employer will run a report to see if there are any new employees who are now eligible for benefits. Each applicable Employer, will provide payroll with the employee information if there are new qualified employees. Payroll will then mail a benefits package out to the employee. The employee will then have thirty-one (31) calendar days to log in to the website and decide if they want the coverage. The employee would only start receiving benefits if they log in and opt in. Benefits are paid through payroll deduction.**

**Eligibility will be determined on an annual basis to see if an employee who previously qualified and has been enrolled still remains qualified.**

**Part time employees who have maintained their plan eligibility have an annual re-enrolment opportunity to make changes to their benefits, in approximately March or April of each year.**

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

**SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023**

**FOR THE UNION:**

**FOR THE EMPLOYERS:**

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