

**Appendix to Sobeys West Inc.
(FreshCo Appendix G)**

FROM: Date of Store Opening
TO: March 19, 2022

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 fluid and cursive, with a long horizontal stroke extending to the right.

Jeff Traeger,
President UFCW Local 832



FRESHCO Appendix G

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**APPENDIX G TO THE COLLECTIVE
AGREEMENT:**

Between

[Insert Employer Name d.b.a

(Location) FreshCo]

(hereinafter referred to as the “Employer”)

and

**UNITED FOOD AND COMMERCIAL
WORKERS UNION CANADA, LOCAL 832**

(hereinafter referred to as the “Union”)

SECTION A - ALL EMPLOYEES

PURPOSE

The purpose of this Agreement is to establish harmonious and mutually satisfactory relations between the Employer and its 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 operation of the Employer, positive customer and employee relations, the safety and welfare of employees and the security of Employer property and prevent waste and unnecessary expense.

ARTICLE 1 – RECOGNITION

1.01 The Employer recognizes the United Food and Commercial Workers Canada, Local 832 as the sole collective bargaining agency for all employees of [Insert Employer Name] d.b.a. “(Location) FreshCo” employed at (insert physical address)], save and except Store Owner/Manager, Assistant Store Manager, Department Managers and persons above these ranks.

ARTICLE 2 – INTERPRETATION

2.01 In this Agreement, the use of masculine terms shall also include the feminine and vice-versa.

2.02 Section “A” of this Agreement covers all full-time and part-time employees.

2.03 Part-time employees are also covered by Sections “C” and “D” of this Agreement to the extent specifically indicated therein.

2.04 Full-time employees are also covered by Sections “B” and “D” of this Agreement to the extent specifically indicated therein.

ARTICLE 3 – MANAGEMENT RIGHTS

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

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

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

ARTICLE 4 – UNION ESTABLISHMENT

- 4.01
- (a) It is agreed that all employees covered by this Agreement shall become and remain members of the Union in good standing as a condition of employment.
 - (b) New employees shall make application for membership in the Union at the time of their hiring and shall become and remain members of the Union in good standing, as a condition of employment. The Employer agrees that it will inform all new employees prior to or at the time of hiring of the Union security provisions of the Agreement.
 - (c) The Employer or designate will during the first three (3) weeks of each individual's employment make known to the new employee the names and work locations of union stewards in the store.

4.02 The Employer shall, during the term of this Agreement, as a condition of employment, deduct from members of the bargaining unit the regular weekly Union Dues and such Dues shall be remitted to the Union prior to the 15th day of the month following the month in which such deduction is made. The Employer shall notify the Union of new full-time employees' classifications and rates of pay in addition to terminations, on a monthly basis.

Deduction statements shall be documented by location, containing the full name of the employee and his starting date and social insurance number subject to the employee consenting to the use of his or her social insurance number. The Employer agrees to record the annual Union Dues deductions for each employee on his T4 Form.

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

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

4.04 New employees shall be documented and documents forwarded to the Union Office within two (2) weeks of hiring.

4.05 (a) The Employer agrees to forward to the Union Office on a monthly basis for each store, a complete alphabetical listing of all employees including their home address, starting date, department and social insurance number subject to the employee consenting to the use of his or her social insurance number, separated into full and part-time.

(b) Upon request the Employer agrees to provide the Union Office with a report containing Employees' name, home phone number and social insurance number in an electronic format acceptable to both parties.

ARTICLE 5 – UNION REPRESENTATION

5.01 The Union shall have the right to appoint one (1) Shop Steward and one (1) alternate Shop Steward for the store.

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

It is understood that such persons will not leave their regular duties without receiving permission from the Employer or his or her 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 The Employer agrees to allow steward(s) and/or other union member(s) selected by the Union time off to attend activities authorized by the Union subject to the Employer's ability to accommodate such leave. Ten (10) days advance notice will be provided and the Employer agrees that such leaves will not be unreasonably denied.

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

The interviewing of an employee shall be permitted after the Employer, or in his or her absence, the appropriate management representative has given his 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 Employer time.

5.05 The Employer agrees to allow unpaid time off to two (2) employees to meet with the Employer to negotiate the renewal of this Agreement.

ARTICLE 6 – NO DISCRIMINATION

6.01 There shall be no discrimination by the Employer 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 Human Rights Code* (Manitoba).

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 the Employer, the Union or the employees covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

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 Employer agrees to co-operate to supply such information back to a period of two (2) years or such longer time as may be required to establish his/her proper rate of pay.

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

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

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

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) 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) 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) 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) 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) days following the reply of the Store Manager/Owner at Step 2.

The Store Manager/Owner shall reply in writing within seven (7) 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 After one (1) of the parties indicates they are taking the matter to arbitration, the matter shall be referred to a single Arbitrator as indicated in sub-section 9.02.

In the interest of settling a grievance prior to an arbitration hearing, and by mutual agreement between the Employer and the Union, either party may request the assistance of a Grievance Mediator. Any cost of a Mediator will be shared equally by both parties.

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

(1) Mr. William Hamilton

(2) Mr. Michael Werier

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

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

9.03 Whenever one (1) of the parties refers a matter to arbitration, the matter shall be heard within thirty (30) calendar days for suspension or termination and ninety (90) calendar days for any other matters. The matter shall be heard within that time limit unless both parties mutually agree to a date beyond the thirty (30) calendar day or ninety (90) calendar day requirements, or in the event that none of the two (2) Arbitrators listed above are available to meet within the thirty (30) calendar day requirement or ninety (90) calendar day requirement, whichever is applicable. If the parties cannot mutually agree to a date beyond the thirty (30) calendar day requirement, or ninety (90) calendar day requirements, whichever is applicable, the matter shall be referred to the selected Arbitrator who shall have the right to decide on the matter. In no event can a hearing be extended to a period longer than another thirty (30) calendar days. The Arbitrator shall have thirty (30) calendar days to render a decision in regard to any matters dealing with suspension or termination, and ninety (90) calendar days from the last date of the hearing on any arbitration cases referred to him/her other than suspensions or terminations.

9.04 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as he/she deems essential to a full understanding and determination of the issues involved. In reaching his/her decision, the Arbitrator shall be governed by the provisions 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 Employer's action, or reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way he/she deems advisable.

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

9.07 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement, except as indicated in sub-section 9.05 above. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party which is contrary to any provision of this Agreement or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.

9.08 It is the intention of the parties that this Article shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operation, as a result of any grievance. The parties shall act in good faith in accordance with the provisions of Article 8 of this Agreement.

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

ARTICLE 10 – HEALTH AND SAFETY

10.01 The Employer, the Union and the employees mutually agree to co-operate in maintaining and improving safe working conditions.

10.02 The Employer agrees to maintain adequate heating.

10.03 The Employer 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 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 Employer. The meetings will be held quarterly at a store or otherwise mutually agreed location. When urgent health and safety issues arise between the quarterly meetings and are presented to the Employer or the Union, the Employer will respond to the issue, or will convene a Health and Safety Committee meeting.

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

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

10.06 **Water Bottles**

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

10.07 **Ergonomic Hazards**

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

ARTICLE 11 – GENERAL

11.01 The Employer agrees to allow the Union to install a notice board in a location of the 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. Any notice posted on the board must first be approved by the Store Manager/Owner, which approval shall not be unreasonably withheld, and must not be in any way derogatory to the Employer or its management.

11.02 The Union agrees to refrain from distributing any notices or publications not covered by Article 11.01 upon the 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 Employer in keeping the restrooms and lunchroom in a clean and sanitary condition.

11.04 Should the Employer decide to create any new job classification(s) during the term of this Agreement, the Employer will set the rate of pay for such classification(s) following consultation with the Union. Should the wage rate set by the Employer 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.

11.05 **Product Demonstrations**

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

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

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

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

11.08 **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 the Store and place it on or remove it from the shelves.

(b) The Representatives of Suppliers may set up seasonal displays or special displays.

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

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

11.11 It is recognized that the 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 stores. 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; 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 the store are not, either directly or indirectly, employees of FreshCo, and are not covered by the FreshCo collective Agreement.

ARTICLE 12 – LEAVE OF ABSENCE

12.01 **Personal Leave**

- (a) Leave of absence without pay and without benefits for legitimate reasons may be granted to employees with at least one (1) year of service with the Employer at the discretion of management and subject to the requirements and efficiency of operations. In no circumstances will such a leave exceed four (4) consecutive weeks.
- (b) An employee requesting an unpaid personal leave of absence must make such request in writing to the 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 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.

12.02 **Pregnancy, Adoption and Parental Leave**

The Employer shall grant maternity and/or parental leave, without pay, in accordance with the provisions of *The Employment Standards Code* (Manitoba).

ARTICLE 13 – SENIORITY

13.01 Seniority shall be recognized by the Employer and shall be based on the length of continuous service from date of hire while in the bargaining unit with the Employer. It is agreed that employees will continue to acquire and exercise seniority on a departmental basis within the bargaining unit basis, except in the event of lay-off and re-employment, in which case employees shall exercise seniority on a storewide bargaining unit basis. The name and number of departments may be changed by the Employer from time to time after providing employees and the Union thirty (30) days' notice. Due to business needs, full time employees may be required to temporarily perform work outside of their department from time to time.

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

13.03 (a) Employees with less than one (1) years' service at a store will be given one (1) weeks' 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) year's service will be given eight (8) weeks' notice of lay-off or eight weeks' pay in lieu of notice. For clarity this provision is not in addition to the Manitoba Employment Standards Act.

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

13.04 Seniority lists for employees shall be sent to the Union by the Employer quarterly beginning on January 1st 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.

13.05 (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 bargaining unit seniority for eighteen (18) months following the promotion after which time the employee shall have no bargaining unit seniority.

- (d) A person who has never been in the bargaining unit shall not enter the bargaining unit unless bargaining unit employees who are on lay-off and who have recall rights have declined their right for recall provided the employee on recall has the necessary ability, qualification to perform the work.

13.06 An employee shall lose his seniority and shall be terminated from the employ of the Employer if he:

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

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

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

When a vacancy occurs in a full-time job, such vacancy shall be posted and remain posted for seven (7) calendar days on the Union Bulletin Board. Two (2) copies of all vacancies to be posted shall be given to the union steward (to post one if he chooses in addition to the one posted by the Employer) at the time of the Posting.

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

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

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

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

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

ARTICLE 14 – HOURS OF WORK AND OVERTIME

14.01 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.

14.02 There will be a minimum of ten (10) hours between the time a full-time employee concludes one (1) shift and commences the next shift

14.03 The Employer shall provide a time recording device in the store by which an employee shall record hours worked as required by the Employer 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.

14.04 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.

14.05 A work schedule for the employees in the bargaining unit shall be posted by Thursday noon for the following week.

14.06 All overtime must be authorized by the Store Owner/Manager or his/her designate.

14.07 The Union and employees agrees that the requirements and efficiency of operations of the Employer 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 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.

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

14.09 The Employer agrees that full-time employees shall not work split shifts unless mutually agreed to between the Employer and the employee.

14.10 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.

14.11 Payment of wages shall be made on a bi-weekly basis by direct deposit. In the event the Employer changes its pay cycles, it will notify the Union at least two (2) months in advance of such changes being made.

14.12 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.

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

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

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

It is understood that an employee so temporarily appointed shall be entitled to the premiums outlined in this article and Section C, Article 30.04 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.

14.15 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.

14.16 The Employer may call employees in to attend a staff meeting up to two (2) hours duration not more than four (4) times per calendar year. The Employer agrees that attendance at such meetings shall be voluntary. For clarity the rate payable for the attendance is as per the Employment Standards Act.

ARTICLE 15 – MEAL AND REST PERIODS

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

15.02 (a) Part time employees shall be entitled to one (1) fifteen (15) minute paid rest period for each four (4) hour period scheduled to work. 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.

(b) Where a part time employee is working a daily shift of more than six (6) hours, he shall have one (1) hour (or a half-hour (1/2) hour, by mutual consent), off for lunch and one-half (1/2) hour for supper, if applicable. It is understood that the meal period shall be taken as close to the mid-point of the shift as possible.

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

ARTICLE 16 – WEARING APPAREL

16.01 Special clothing such as parkas are to be supplied and maintained by the Employer where required as determined by the Employer.

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

ARTICLE 17 – STATUTORY HOLIDAYS

17.01 Work may be performed and the store may remain open at the discretion of the Employer on the following holidays:

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

17.02 In order for an employee to receive holiday pay he/she must:

- (a) have worked his/her entire last scheduled shift immediately preceding the holiday and his/her 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 Employer a doctor's certificate satisfactory to the Employer; and
- (b) have worked his/her full, regular designated weekly hours for the week in which Holidays, a Holiday, or portion of a Holiday occur, except for bona-fide illness.

17.03 If an employee is required to work on any of the holidays set out in Section 17.01 above, he/she shall receive one and one half (1 ½) times his/her regular rate for all hours worked.

ARTICLE 18 – EXPIRATION AND RENEWAL

18.01 This Agreement shall come into effect on [insert date of opening of FreshCo] and shall remain in effect up to and including [two years after the opening of FreshCo] or March 19, 2022 whichever comes first.

It is further understood that should FreshCo open after March 19, 2020, Article 18.03 shall not apply.

18.02 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) days prior to the expiry date hereof and on delivery of such notice the parties shall, within fifteen (15) 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 thereafter unless notice is given in accordance with this Article.

18.03 Should the Employer 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 lock out:

- 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. William Hamilton

(2) Mr. Michael Werier

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) 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) days of the date on which the other party received the Notice of Referral.
- e) The Employer and the Union shall, within fourteen (14) 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.

The Selector shall, within twenty-eight (28) 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.

SECTION B – FULL-TIME EMPLOYEES

ARTICLE 19 – HOURS OF WORK AND OVERTIME

19.01 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.

19.02 The Employer shall retain a copy of the work schedule for a four (4) month period. A full-time Union Representative shall be permitted to review the work schedules with the Store Owner/Manager in an effort to resolve any complaint.

ARTICLE 20 – PROBATION

20.01 A full-time employee shall be considered a probationary employee until he/she has 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 Employer for any reason at the sole discretion of the Employer, provided such reason is not contrary to *The Human Rights Code* (Manitoba), and such discharge shall not be the subject of a grievance and/or arbitration pursuant to this Agreement.

ARTICLE 21 – SENIORITY

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

ARTICLE 22 – LAYOFF AND RECALL

22.01 In determining which employees are to be laid off and recalled from lay off, the 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 Employer.

22.02 Any full-time employee who is laid off, or required by the 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 his/her full seniority and will be paid the part-time rate of pay in accordance with his/her seniority.

ARTICLE 23 – JURY DUTY

23.01 When a full-time employee is summoned, and reports, for jury duty, he/she will be paid his/her regular hourly rate of pay for the number of hours he/she was scheduled to work during the period he/she serves as a juror, to a maximum of ten (10) shifts, less the amount he/she is 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 he/she will be released from jury duty immediately after such information is provided to the employee and reports for work on his/her first scheduled shift immediately following his/her release. Such compensation shall not be considered as payment for time worked.

23.02 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.

23.03 An employee appearing as a witness to a court proceeding on behalf of the Employer 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.

23.04 The employee's scheduled day off will not be changed as a result of attending court on the Employer's behalf.

ARTICLE 24 – VACATION

24.01 Annual vacation entitlement for full-time employees based on years of continuous full-time employment with the Employer since his/her 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.

24.02 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 he/she been working.

24.03 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.

24.04 In scheduling vacations the Employer will consider the proper and efficient operation of the business.

The 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 Employer no later than April 1st of the calendar year and must be completed by employees prior to May 1st. The 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 Employer and the 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. No vacation will be allowed in the weeks in which Christmas and New Years Day fall.

ARTICLE 25 – BEREAVEMENT

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

The term "immediate family" shall mean spouse, parent, child, 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 his/her 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.

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

ARTICLE 26 – HEALTH AND WELFARE AND PENSION

26.01 The Employer agrees to make available to eligible full-time employees its Health and Welfare program subject to and in accordance with the Group Insurance program as may be revised from time to time by the Employer or the insurer and as administered by the insurer. The Employer's 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 Employer has 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 the Employer or constitute a breach of this Agreement by the Employer. Under no circumstances will the Employer 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 Employer, said plan or plans not forming part of this Agreement and not being subject to the grievance procedure or arbitration.

26.02 The Employer agrees to make available to eligible employees its Employee Pension Plan, subject to and in accordance with the terms of that plan as implemented by the Employer 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 Employer, said plan or plans not forming part of this Agreement and not being subject to the grievance procedure or arbitration.

ARTICLE 27 – STATUTORY HOLIDAYS

27.01 On weeks in which one (1) holiday as listed in Article 18.01 occurs, the work week will be reduced by eight (8) hours for full-time employees.

27.02 On weeks in which two (2) holidays as listed in Article 18.01 occur, the work week will be reduced by sixteen (16) hours for full-time employees.

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

SECTION C – PART-TIME EMPLOYEES

ARTICLE 28 – PROBATION

28.01 A part-time employee shall be considered a probationary employee until he/she has worked sixty (60) days and during this period he/she 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 Employer for any reason at the sole discretion of the Employer, provided such reason is not contrary to *The Human Rights Code* (Manitoba), and such discharge shall not be the subject of a grievance and/or arbitration pursuant to this Agreement.

ARTICLE 29 - SENIORITY

29.01 Seniority for a part-time employee is based upon the length of continuous employment with the Employer 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.

29.02 A part-time employee who becomes a full-time employee will be credited with half his/her part-time seniority.

ARTICLE 30 – HOURS OF WORK

30.01 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.

30.02 The 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.

30.03 The Employer shall retain a copy of the work schedule for a four (4) week period. A full-time Union representative of the Union will be permitted to review the work schedule with the Store Owner/Manager or his/her designate in an effort to resolve any complaints. In the event the Employer has to change the work schedule, the Employer 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.

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

The Employer will make "Declaration of Availability" forms readily available to part-time employees. Employees who require a change in availability will submit, in person, a completed form to the Employer and the employee will be given a signed copy of the form at the time of submission. Provided the request is submitted Saturday by noon, the change will be reflected at the earliest, on the schedule posted 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 he or she is not available for normal scheduled shifts within the department.

30.05

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 Employment Standards Act.

ARTICLE 31 – EMPLOYEE ADVANCEMENT

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

- a) The full-time vacancy will be posted within ten (10) working days of the Employer determining there is a full-time vacancy and once posted shall remain posted for ten (10) working days.
- b) In selecting a candidate to fill a full-time vacancy which the Employer wishes to fill, the Employer shall select the most senior candidate in the department provided he/she has the skill, ability and qualifications to perform the work required. If there are no employees within the bargaining unit to fill the job, the Employer has the right to accept applicants from outside of the bargaining unit.

31.02 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 his/her continuous full-time employment with the Employer in the store since the employee's most recent date of hire.

ARTICLE 32 – VACATION

32.01 Part-time employees shall receive vacation pay as follows, payable during the month of February, based on years of continuous employment with the Employer since his/her 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.

32.02 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 1st and September 30th, unless otherwise mutually agreed between the Employer and the employee. No vacation will be allowed in the weeks in which Christmas and New Years Day fall.

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

ARTICLE 33 – JURY DUTY

33.01 When a part-time employee is summoned, and reports, for jury duty, he/she will be paid his/her regular hourly rate of pay for the number of hours he/she was scheduled to work during the period he/she serves as a juror, to a maximum of ten (10) shifts, less the amount he/she is 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 he/she will be released from jury duty immediately after such information is provided to the employee and reports for work on his/her first scheduled shift immediately following his/her release. Such compensation shall not be considered as payment for time worked.

33.02 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.

33.03 An employee appearing as a witness to a court proceeding on behalf of the Employer 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.

33.04 The employee's scheduled day off will not be changed as a result of attending court on the Employer's behalf.

ARTICLE 34 – BEREAVEMENT

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

The term "immediate family" shall mean spouse, parent, child, 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 his/her aunt, uncle, niece, nephew or grandparent-in-law.

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

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

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

SECTION D – WAGES

A. Full-time employees wage grid:

All full-time employees on the payroll as of the date of conversion shall receive the following general wage increase:

Effective the first full pay week following the 1st Anniversary –thirty (30¢) cents per hour **(May 2, 2020)**.

These monies will be applied only to the end rates of the full time wage progression. For clarity, only those employees hired prior to the date of conversion will receive the wage increases on the above mentioned date. Employees hired after the date of conversion will not receive the above mentioned increases unless they are at the end rate.

In the event that a general wage increase results in an employee being on an “off-rate” within his or her classification, it is understood that the employee will still have to acquire the appropriate service to advance on the existing full-time wage progression.

Minimum Rates of Pay for Full-time Employees	
Clerks	October 1, 2020
Start	\$11.90
6 months	\$11.95
12 months	\$12.00
18 months	\$12.05
24 months	\$12.25
30 months	\$13.00
36 months	\$16.05

Notwithstanding the wage progression for full-time employees, where there is an increase in the Provincial minimum wage rate the start rate will be minimum wage. The rates above the affected start rate will be increased, if necessary, to create a five (5¢) cent spread between that rate and the rate immediately below that rate.

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

Where an employee is assigned to perform the majority of the duties of a position not set out in the Collective Agreement then the full-time employee so assigned shall receive their own rate of pay plus a premium of 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.

B. Part-time employees wage grid:

On the 1st anniversary of this Collective Agreement all part-time employees who were on the payroll as of the date of conversion shall receive the following general wage increase:

Effective the first full pay week following the 1st Anniversary – twenty-five (25¢) cents per hour

Ten (10¢) cents of these monies will be applied to the end rates of the part-time wage progression. For clarity, only those employees who were active on the payroll as date of conversion will receive the wage increases on the above mentioned dates. Employees hired after that date will not receive the above mentioned increases.

In the event that a general wage increase results in an employee being on an “off-rate” within his or her classification, it is understood that the employee will still have to acquire the appropriate service to advance on the existing part-time wage progression.

Minimum Rates of Pay for Part-time Employees	
	October 1, 2020
0-300 hours worked	\$11.90
301-650 hours worked	\$11.95
650-1300 hours worked	\$12.00
1301-1950 hours worked	\$12.05
1951 – 2600 hours worked	\$12.10
2601 – 3250 hours worked	\$12.15
3251 – 3900 hours worked	\$12.20
3901- 4550 hours worked	\$12.25
4501 - 5200 hours worked	\$12.30
5201 – 5850 hours worked	\$12.35
5851 – 6500 hours worked	\$12.40
6501 + hours worked	\$12.45

Notwithstanding the wage progression for part-time employees, where there is an increase in the Provincial minimum wage rate the start rate will be minimum wage. The rates above the affected start rate will be increased, if necessary, to create a five (5¢) cent spread between that rate and the rate immediately below that rate.

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

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 Section "D" 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 Section "D" 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.

SECTION E – LETTERS OF UNDERSTANDING

#1 – MEAT DEPARTMENT

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

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

#2 – FULL-TIME PREMIUM

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

#3 – GENERAL HOLIDAYS

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

#4 – 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 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 Employer's ability to continue the normal operation of the store.

Notwithstanding the above paragraph Article 13.03 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

#5 – PRODUCTION OF COLLECTIVE AGREEMENTS

The Employers agree to contribute one hundred (\$100) dollars towards the printing cost of the Collective Agreement

#6 – RETURN TO WORK PROTOCOL

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

#7 – OCCASIONAL REQUEST FOR SATURDAY OFF

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

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

#8 – FOOTWEAR ALLOWANCE

All part time employees with a minimum of two (2) years of service that are required by the Employer to purchase and use safety footwear will be reimbursed thirty (\$30) dollars upon presentation of a receipt. This reimbursement is on a one-time basis during the life of the agreement. Full-time employees will be entitled to reimbursement of thirty (\$30) dollars twice during the life of this Collective Agreement upon presentation of a receipt. Safety shoes must be entirely black in colour and must be Canadian Standards Approved (CSA).

#9 – SCHEDULE CHANGES

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

#10 – SCHEDULE REQUESTS

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

#11 – UNIFORMS

The Employer will maintain an employee shared supply of clean, cold temperature apparel as follows: coats, gloves, and hats.