

LOBLAW COMPANIES LTD.

FROM: September 28, 2023

TO: September 28, 2028

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', with a stylized flourish at the end.

Jeff Traeger,
President UFCW Local 832



Loblaw Companies Ltd.

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Expiry Date: September 28, 2028

AGREEMENT BETWEEN:

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

AND

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

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

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

ARTICLE 1 NATURE OF THE BARGAINING UNIT

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

Exclusions

- (A) Superstores in the Province of Manitoba:
Store Manager, Assistant Manager (maximum three (3) per store), One Department Supervisor per Department, two (2) Replenishment Managers, Bakery Department - One Production Supervisor, One Sales Supervisor, Dieticians - one (1) per store, Opticians, Pharmacists, Undergraduate Pharmacists and those above the rank of Department Supervisor.

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

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

Otherwise, the maximum number of supervisor and/or management trainees at any one time shall be limited to **eleven (11)** in Manitoba, **and a maximum of two (2) per store**. The Company will notify the Union in writing of the names of the trainees and which stores they will be working in and the duration of their assignment.”

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

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

- (E) It is understood that if the College of Pharmacists establish a Registered Pharmacy Technician designation in the province of Manitoba they shall be excluded from the bargaining unit.
- (F) **Effective September 11, 2023 all stores operating under the No Frills banner are removed from the scope of the bargaining unit in clause 1.01, and are moved to a province-wide No Frills Stores bargaining unit. This is a result of an agreement between the parties during bargaining of the renewal of the Retail Agreement in 2023.**

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

1.04 Interpretation: in this Agreement, the use of masculine terms shall also include the feminine and vice versa.

ARTICLE 2 UNION SHOP

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

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

2.03 The Company agrees to forward via email a Membership Application duly completed, to the Union within fourteen (14) calendar days from date of hire or rehire of an employee. The Union shall bear the expense of printing and mailing the Membership Application. The Membership Application in Exhibit One will be used for the duration of the Collective Agreement.

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

2.05 The Union shall be provided with the following information once per accounting period:

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

2.06 The Company agrees, twice per year upon request from the Union, to provide in Excel format the employee's social insurance number, hourly rate of pay, address, **personal email address, cell number (where available), home** phone number, start date, seniority date, FT/PT status, employee number, department and classification. **The list will be sent to the Union via email, or in a format acceptable to both Parties.**

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

2.08 **Orientation**

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

ARTICLE 3 DEDUCTION OF UNION DUES

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

ARTICLE 4 PROBATIONARY PERIOD

4.01 New employees shall be on probation for a period of two hundred and forty (240) hours at work. The Company, at their discretion, may discharge any probationary employee within the above time limit and said employee shall have no recourse to the Grievance and Arbitration Articles of this Agreement.

ARTICLE 5 HOURS OF WORK

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

- (1) four (4) shifts of eight (8) hours each and one (1) shift of five (5), OR
- (2) two (2) shifts of eight (8) hours each and three (3) shifts of seven (7) hours each, **OR**
- (3) **four (4) shifts of seven and a half (7.5) hours each and one (1) shift of seven (7) hours each.**

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

5.03 In a week in which one (1) General Holiday occurs, the basic work week for full-time employees shall be twenty-nine and one-half (29½) hours.

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

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

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

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

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

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

Posting Work Schedule

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

A copy of the previous week's "Master Schedule", with all changes and authorized time noted, shall be posted by 6:00 p.m. Monday and shall remain posted until Wednesday at 6:00 p.m. of said week. A list of employee's availability will be maintained in each department and made available upon reasonable notice to be reviewed by the Steward and/or Union Representative.

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

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

(3) The Company agrees to limit the scheduling of full-time employees on Saturday after 6.30 p.m. to the minimum required to properly operate the business and where such a schedule is necessary, the schedule will be rotated among the full-time employees in the department who normally perform such work.

(4) **Time Clocks**

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

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

The Company will ensure the time clocks are properly functioning. Time Clocks that are not working properly should be reported to the department supervisor or the Store Manager who will make every effort to have the clocks repaired as soon as reasonably possible. All other clocks in the store will be set as close to the

same time as possible by Store Management. The parties acknowledge that the above devices are not set on the same system nor will they be.

The Company agrees to provide the information on time worked (**Weekly Hours** reports) in an electronic form on a **period** basis.

A copy of the completed "Master Schedules" shall be forwarded to the Union **upon request**.

Any employee who for any reason fails to record all time worked in the manner required by Article 5.09 (4) shall be disciplined as follows:

1st violation: a written warning.

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

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

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

4th violation: termination of employment.

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

Any such dispute shall be subject to the Grievance and Arbitration Articles of this Agreement. Any employee terminated for the above reasons shall not be entitled to notice or pay in lieu of notice under the Termination Article of this Agreement.

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

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

brings the matter to the attention of the Company as determined above, in the week following pay day. Working days in this paragraph shall mean Monday to Friday, inclusive.

5.10 Meal and Rest Periods: Full-time Employees

| Hours Scheduled | Hours Paid | Number of <u>PAID</u> rest periods (fifteen (15) minutes | Number of <u>UNPAID</u> meal periods |
|------------------------------|------------------------------|--|---|
| Five (5) hours | Five (5) hours | One (1) | N/A |
| Seven and a half (7.5) hours | Seven (7) hours | Two (2) | One (1) thirty (30) minutes OR sixty (60) minutes** |
| Eight (8) hours | Seven and a half (7.5) hours | Two (2) | One (1) thirty (30) minutes OR sixty (60) minutes** |
| Eight and a half (8.5) hours | Eight (8) hours | Two (2) | One (1) thirty (30) minutes OR sixty (60) minutes** |

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

A meal period without pay for employees working a daily shift of six (6) hours or more shall be thirty (30) minutes' **or** sixty (60) minutes' uninterrupted duration and shall not **start** earlier than three (3) hours nor later than five (5) hours after commencement of the employee's shift. There shall be no exceptions to the meal period. **If a sixty (60) minute unpaid meal period is scheduled an additional half hour will be added to employees scheduled shift. For reference, it will also be added to the hours scheduled column above.**

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

The Company agrees to grant rest periods with pay to all employees **in accordance with the above chart**, one (1) rest period to be granted before and one (1) after the meal period.

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

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

5.11 Meal and Rest Periods: Part-time Employees

| Hours Scheduled* | Hours Paid | Number of <u>PAID</u> rest periods (fifteen (15) minutes) | Number of <u>UNPAID</u> meal periods |
|-------------------------------------|------------------------------------|--|--|
| Five (5) hours or less | Same as hours scheduled | One (1) | N/A |
| Five and a half (5.5) hours | Five (5) hours | One (1) | One (1) thirty (30) minutes |
| Six (6.0) hours | Five and a half (5.5) hours | One (1) | One (1) thirty (30) minutes |
| Six and a half (6.5) hours | Six (6) hours | One (1) | One (1) thirty (30) minutes |
| Seven (7) hours | Six and a half (6.5) hours | One (1) | One (1) thirty (30) minutes |
| Seven and a half (7.5) hours | Seven (7) hours | Two (2) | One (1) thirty (30) minutes OR sixty (60) minutes** |
| Eight (8) hours | Seven (7.5) hours | Two (2) | One (1) thirty (30) minutes OR sixty (60) minutes** |
| Eight and a half (8.5) hours | Eight (8) hours | Two (2) | One (1) thirty (30) minutes OR sixty (60) minutes** |

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

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

(1) If an employee is required to work overtime on the completion of an eight (8) hour shift, and if the Company does not schedule a meal period without

pay, then the employee will be scheduled a fifteen (15) minute rest period with pay within half an hour of the end of the first shift, providing the overtime is for two (2) hours or more.

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

(3) If a sixty (60) minute unpaid meal period is scheduled, then scheduled and/or paid hours will be adjusted accordingly, in accordance with the scheduling provisions outlined in the agreement.

5.12 Rest periods for all employees **working a four (4) hour shift** shall not begin until one (1) hour after commencement of work or shall end not less than one (1) hour before the end of the shift.

For shifts of five (5) hours or longer, the rest period, or meal period where applicable, shall not commence earlier than **two (2) hours** after the start of the shift, nor less than one and one-half (1½) hours before the end of the shift **and shall not be combined with the meal period.**

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

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

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

In the event of fire, flood, breakdown of machinery, or other instances of force majeure, the Company will endeavour to provide employment in such other of its stores not so affected.

5.14 **Night Shift – All Departments**

(1) In Superstores where night stocking is in effect one or more days per week, there will be one employee appointed on night stocking crew to act as Lead Hand. When the Lead Hand rotates to the day shift, they shall be called the Direct Hand. Both the Lead Hand and the Direct Hand shall receive a premium of seventy-five (75¢) cents per hour for all time so appointed, including general holiday pay and overtime. **For clarity, this premium is in addition to the Night Shift Premium found in Article 9.08.**

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

(3) Where it will not interfere with the efficient operation of the business, the Company will endeavour not to schedule employees with twenty-five (25) or more years of service, on the night shift.

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

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

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

(6) There will be a minimum of twelve (12) hours between the end of the employee's day shift and the beginning of the employee's night shift and also between the end of the employee's night shift and the beginning of the employee's day shift.

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

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

- (a) filled by individuals hired or selected on the basis of their merit, qualifications, ability and seniority as determined by the Company;
- (b) required to provide all relief for the Department Supervisor;

- (c) when not relieving, receiving hours equal to but not more than the senior employee in the department. The rate shall be forty (40¢) cents per hour over the top rate in the department. Employees promoted to the position of **Assistant Department Supervisor** following October 20, 2013 shall receive a premium of forty cents (\$0.40) per hour above the current top rate of pay on their pay scale in their classification when filling this position.

Employees promoted after October 22, 2023, shall receive a rate of pay not less than forty (40¢) per hour more than the on-scale end rate of pay on the applicable wage progression.

Those employees whose hourly rate of pay is more than the on-scale end rate of pay on the applicable wage progression at time of promotion, will maintain their current rate of pay, plus forty (40¢) per hour. No employee will have their rate of pay reduced as a result of promotion to Assistant Department Supervisor.

- (d) **Where the Company transfers an employee to a different department or store as an Assistant Department Supervisor, the employee shall not have their rate of pay reduced as a direct result of the transfer.**

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

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

ARTICLE 6 OVERTIME

6.01 All time worked in excess of the normal, basic work week, as defined in Article 5, subarticles 5.01, 5.03, and 5.04 or the regular working day scheduled by the Company, which shall not exceed the scheduled work day of the employee, as outlined

in subarticle 5.01 of this Agreement, shall be paid for at the rate of time and one-half (1½) the employee's regular rate.

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

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

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

6.03 Full-time employees working on General Holidays, designated in Article 8 of this Agreement, shall be paid the regular, hourly rate they would have received had they not worked, plus an additional double time said hourly rate for all time required to be on duty. Employees other than full-time, working on General Holidays, designated in Article 8 of this Agreement, shall be paid their regular, hourly rate they would have received had they not worked, plus additional time and one-half (1½) said hourly rate for all the time required to be on duty.

6.04 All overtime must be authorized by management.

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

6.06 **The following provisions will prevail regarding work on Sundays:**

- (a) all work done on Sunday at any time will be at regular rates plus one (\$1.00) dollar per hour premium;
- (b) Sunday will be considered the first day of the work week for payroll purposes;
- (c) The Company will staff its stores on a voluntary basis **subject to this Article**. It is understood that in the event sufficient

employees do not volunteer for work on Sunday, the Company will have **any of** the following options:

- (i) either scheduling regular employees to do the work, in reverse order of seniority; or
- (ii) hiring new employees to work on Sunday. **It is understood and agreed that for employees hired after October 22, 2023, Sunday work is not voluntary and by virtue of accepting employment with the Company, this constitutes the employee's written agreement to work Sundays, provided that this does not violate the Employment Standards Act.**
- (d) It is agreed that (b) above will not stop the Company from scheduling either Saturday/Sunday or Sunday/Monday as consecutive days of rest.
- (e) Notwithstanding (c) above full-time employees may be scheduled to work not more than one (1) Sunday every four (4) weeks,
- (f) For the purpose of availability, part-time employees **hired prior to October 22, 2023 and who are** in the group as defined in Article 19.14 will not be considered to have restricted themselves if those employees decline to work on Sunday in any department. If these employees volunteer to work Sundays, they shall receive a Saturday and Sunday off during the same four-week period. The Company shall determine which Sundays they shall be scheduled to work.
- (g) **Part-time employees hired after October 22, 2023 will not work more than four (4) Sundays in a row, except by mutual agreement between the Department Manager or designate and the employee concerned. It is understood that an employee must advise the Department Manager or designate if they do not want to be scheduled on the Sunday. If they fail to advise the Department Manager or designate, they may be scheduled.**

6.07

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

ARTICLE 7 JOB SECURITY - FULL-TIME EMPLOYEES

7.01 The Company agrees that not less than **twelve (12%)** percent of all employees working in the bargaining unit at the Superstores, excluding Courtesy Clerks, shall be employed as full-time employees for the duration of this Agreement. **This ratio will increase to thirteen (13%) by September 28, 2025.**

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

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

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

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

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

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

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

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

Requests will be considered and granted provided they do not interfere with the efficient operation of the business and shall not be unreasonably denied. Full time employees moving to part time status will not be able to request full time status as per Article 19.16 for a minimum period of twenty-four (24) months unless the Company agrees to waive.

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

ARTICLE 8 **GENERAL HOLIDAYS**

8.01 The following days shall be considered as General Holidays. An employee's pay for a general holiday shall be as set out in Articles 8.03 and 8.04 below and Article 6.03:

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

and any other day or portion of a day generally observed by the retail grocery and meat stores and designated as a holiday by the Company.

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

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

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

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

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

8.04 Eligible part-time employees shall be compensated as follows:

- (a) All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least thirty-two (32) hours or more per week in the four (4) weeks preceding the week in which a general holiday occurs, shall receive eight (8) hours' pay at their regular, hourly rate for each holiday.
- (b) All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least twenty (20) hours a week, but less than thirty-two (32) hours per week in the four (4) weeks preceding the week in which a general holiday occurs, shall receive six (6) hours' pay at their regular, hourly rate for each holiday.
- (c) All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least ten (10) hours a week, but less than twenty (20) hours per week in the four (4) weeks preceding the week in which a general holiday occurs, shall receive three (3) hours' pay at their regular, hourly rate for each holiday.

ARTICLE 9 WAGES

9.01 The minimum hourly rates of wages for all employees coming under this Agreement shall be as set out in Appendix "B" of this Agreement. Where an individual employee's weekly or hourly wage is higher, such wage or hourly rate of wages shall not be reduced by reason of this Agreement except where specifically provided in 19.20 (e) and (f). The rates of pay provided in Appendix "B" are minimum rates and apply to the job classifications and not to the individual. The rates of pay, premiums or incentives will not be changed without first discussing changes with the Union.

9.02 New employees will be considered for previous experience credit to a maximum of **six thousand (6000)** 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 Company may exceed these maximums or waive the requirements above for individual employees where in its opinion it will best serve the interest of the business. The Company will be fair and reasonable when determining the amount of credit the employee will receive and agrees to notify the Union in the event an employee is granted credit in excess of sub-article 9.02.

9.03 It shall be the responsibility of the employee to supply reasonable proof of their previous experience within ninety (90) calendar days of employment. Otherwise, all claim for credit for previous experience shall be forfeited by the employee. Reasonable proof will mean that if past employment records are not obtainable, the Union records, income tax records, or other similar documents will be acceptable. The hourly rate for recognized credit will be effective from the first day of employment.

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

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

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

9.05 **Scheduled or Call-in Time**

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

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

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

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

9.07 **Evening Shift Premium**

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

9.08 **Night Shift Premium**

Any employee who is required to work on any day when the majority of their working hours fall between 10.00 p.m. and 5.00 a.m., or who starts their shift prior to 5.00 a.m., shall be paid a premium, in addition to their regular, hourly rate, of one dollar and twenty-five cents (\$1.25) per hour for all hours worked on the shift. Shift premium pay shall not be added to an employee's hourly rate for the purpose of computing overtime.

This clause shall not result in duplication of premiums.

ARTICLE 10 RELIEVING RATES OF PAY

10.01 **Store Manager**

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

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

Superstore:
Assistant Store Manager
Department Supervisor

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

ARTICLE 11 VACATIONS WITH PAY

11.01 **The vacation period for full-time employees shall be January 1st to December 31st.** Each year's vacation requirements for any full-time employee to qualify for the respective periods of vacation with pay, as set forth below, are that they have worked for the Company not less than ninety-five (95%) percent of the regular, full-time hours during a continuous twelve (12) month period, but time for absence from work not to include:

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

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

11.02 Full-time employees with less than one (1) year's full-time service by **January 1st** will receive an amount equal to four (4%) percent of their total wages earned during the period of employment, for which no vacation allowance has been paid, up to **January 1st**. Such employees shall be allowed time off for vacation purposes, without pay, up to two (2) consecutive weeks during the months of **January 1st to December 31st**, inclusive, unless otherwise mutually agreed to between the employee and the Company.

11.03 Vacation entitlement for full-time employees based on years of continuous full-time service will be as follows (with the exception of part-time employees going to full-time as set out in 11.20). **The transition to the new full time vacation year will be January 1st, 2024:**

one (1) or more years by **January 1st**, two (2) weeks' vacation with pay;

three (3) or more years by **January 1st**, three (3) weeks' vacation with pay;

eight (8) or more years by **January 1st**, four (4) weeks' vacation with pay;

thirteen (13) or more years by **January 1st**, five (5) weeks' vacation with pay;

eighteen (18) or more years by **January 1st**, six (6) weeks' vacation with pay;

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

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

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

11.06 Full-time employees entitled to three (3), four (4), five (5), six (6) and seven (7) weeks' vacation with pay shall be granted said vacations consecutively, except during the months of June, July, August, September and December, unless otherwise mutually agreed to between the employee and the Company.

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

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

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

11.10 Full-time vacation entitlement must be taken from **January 1st to December 31st** to coincide with the eligibility date of **January 1st** and shall not be carried over from year to year beyond **December 31st**, **except for the 2024 vacation year outlined in the Letter of Understanding on “Transition of Vacation Year”.**

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

11.12 For those full-time employees entitled to five (5) weeks of vacation or more, up to one (1) week of full-time vacation entitlement may be taken as single days, of which a maximum of **four (4)** may be used to extend a weekend off.

All requests for single day increments must be provided to the Store Manager at least fourteen (14) days in advance and will be approved at the Company's sole discretion, but will not be unreasonably denied.

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

Part-time

11.13 Part-time employees will receive vacation pay allowance **on each paycheck** based **on their total wages earned in that pay period**. Entitlement will be based on years of continuous service with the **Company as of January 1st** as outlined below:

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

Part-time employees will have the option to set-up a secondary account into which they may apportion an amount equal to all or a portion of their part-time vacation pay via direct deposit.

Part time employees with more than twenty-three (23) years of service as of December 31, 2023 will have a one-time option to continue to receive vacation pay allowance based on their previous year's total wages earned from January 1st to December 31st. Eligible part-time employees' vacation pay shall be

paid during the month of January of each year for the previous year's vacation accrual. Once an employee opts out of the annual vacation payment, they cannot opt back in.

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

General

11.15 The words "total wages earned", wherever stated in this Article, shall be as defined in the **Employment Standards Code** of the Province of Manitoba.

11.16 The vacation schedule for all employees shall be in circulation by **October 1st** and finalized by **January 1st**, **with the exception of the 2024 vacation year outlined in the Letter of Understanding on "Transition of Vacation Year"**, setting out the employees' vacation entitlement or time off for vacation purposes for the year. Vacation entitlement approved and taken shall be set out in this schedule. The vacation schedule shall be posted for the entire vacation year in an area accessible to all employees.

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

11.18 Effective December 17, 1990 and applied only to employees promoted to full-time December 17, 1990, or later, a part-time employee proceeding to full-time employment, after a minimum of one (1) year of full-time service since their most recent full-time employment date, will be credited with the number of hours accumulated during the employee's continuous service with the Company as a part-time employee and provided the employee's service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours of a regular full-time employee (1,924) to establish the appropriate yearly credit or portion thereof to adjust the employee's vacation entitlement date for future vacation entitlements as provided in Article 11.03 above.

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

11.19 The Company agrees to withhold vacation pay for full and **eligible** part-time employees who go on approved maternity leave, parental leave or other extended leave, provided a written request is made to Labour Relations **three (3) weeks prior to ceasing work for their leave.**

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

ARTICLE 12 MANAGEMENT'S RIGHTS AND FUNCTIONS

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

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

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

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

ARTICLE 13 HEALTH AND SAFETY

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

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

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

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

 The Union or any employee may bring to the attention of the Company any health and safety concerns and such issues will be addressed by the Committee. The Company will act expeditiously in responding to any health and safety concerns raised.

 The Company will endeavor to schedule Health & Safety Committee meetings during the scheduled work shift of the committee members. Where this is not possible, employees on the Committee will be compensated at their regular rate of pay for time spent in the meeting.

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

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

13.06 **Anti-Fatigue Mats**

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

13.07 **Safe Equipment**

 The Company agrees to maintain equipment that employees are required to use, in a safe condition. Equipment that is not in proper working condition should be reported to the department supervisor or the store manager.

13.08 **Lunchroom**

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

13.09

Water Bottles

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

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

13.10 A Provincial Joint Health and Safety **Working Group** will be established to meet two (2) times per year. The **primary Loblaw Union Representative and the Loblaw Health and Safety Designate will schedule these meetings at the commencement of each calendar year. This Working Group will focus on issues of a broad view that impact multiple work locations (stores) across the province.** The **Working Group** shall be comprised of **up to six (6) appointees** from the Company and **up to six (6) appointees from the Union.**

13.11

Notice of Injury Form

a) In the event an employee is injured due to an event arising out of, and in the course of employment, if medically possible the injured employee will be promptly assisted by Company management and fill out a notice of injury form. A copy of said form shall be provided to the injured employee immediately following the report of the incident. If requested, the form (minus personal/identifiable information) will be made available for review at the in-store health and safety committee meeting.

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

13.12

Payment of Shift When an Employee is Injured During the Shift

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

ARTICLE 14 EMPLOYMENT SECURITY

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

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

Definitions:

- a) "Centralization" means the movement of production and/or processing from one or more stores into another store, or to a location outside the scope of the agreement operated by the Company.
- b) "Technological change" means introduction of new machinery or equipment which may result in the displacement of employees.
- c) "affected" for a full-time employee means their full-time job is no longer required in their department because of one or more events as described in 14.01 above, and not due to a drop in business.
- d) "affected" for a part-time employee means they suffer a reduction in hours (based on the average hours worked in the previous twenty six (26) weeks before the event) of forty (40%) percent or more (in any week within eight (8) weeks of implementation of an event or events listed above) or who no longer receives a guarantee of hours as per Article 19.14 (a), (b) or (c) due to the events described in 14.01, not due to a drop in business.

- e) "Job becoming redundant" means the elimination of a full-time job in a classification in a department. This definition does not apply to changes as a result of Article 7.
- f) "substantial alteration" is defined as a change in the department structure as per Article 19.19 2) or 3). It also includes the amalgamation of departments or division of any existing department.

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

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

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

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

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

14.05 **Full-time employees who are promoted to full-time after October 22, 2023 may be scheduled in more than one department and/or may perform work in multiple department(s) on a daily, and/or weekly basis.**

A full-time employee who is assigned or who volunteers to be scheduled in more than one department will receive the training required to perform their assigned tasks.

For full-time employees hired prior to October 22, 2023, this will be on a voluntary basis.

For those part-time employees who have their name on the “Full Time Request List” prior to September 26, 2023, and who are promoted to full-time prior to January 1, 2025, this will be on a voluntary basis.

ARTICLE 15 PAYMENT FOR MEETING ATTENDANCE

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

ARTICLE 16 STRIKES AND LOCKOUTS

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

ARTICLE 17 UNION REPRESENTATIVE'S VISITS TO STORES

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

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

- (1) carried on in a place in the store designated by management;
- (2) held whenever possible during the lunch period. However, if this is not practical,
- (3) during regular working hours. Time taken for such interview in excess of five (5) minutes shall not be on Company time unless with the approval of management;
- (4) held at such times as will not interfere with service to the public. No interview shall be held on Friday, Saturday, or any day after 4.00 p.m. or on the day preceding a Statutory Holiday, except in cases of employees who work only Fridays, Saturdays, or after 3.30 p.m.

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

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

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

ARTICLE 18 LEAVES OF ABSENCE

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

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

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

18.02 Any employee with one (1) year or more of service may request a leave of absence of up to four (4) weeks. Twice per the life of the agreement, an employee with one (1) year or more of service may request a leave of absence of up to **eight (8) weeks**. The request shall be made in writing, giving full details, and same shall be considered by the management on an individual basis. The granting of such requests shall not be unreasonably withheld by the Company.

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

18.04 (A) **Maternity Leave**

The pregnant employee shall be granted a maternity leave of absence by the Company. Said employee shall be re-employed by the Company after the birth, and must do so within seventeen (17) weeks unless **they are** entitled and so chooses to take parental leave immediately following **their** maternity leave.

In cases of a disabling medical condition, the employee may request an extension of **their** leave of absence up to but not exceeding an additional twelve (12) weeks (or whatever the current legislation provides for) provided such request is accompanied by a doctor's certificate setting out the nature of the condition.

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

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

(1) **Entitlements**

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

(a) who,

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

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

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

(2) **Commencement of Leave**

Except as indicated below, Parental leave must commence no later than the first anniversary date of

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

(3) Late Application for Parental Leave

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

(4) Reinstatement of Employee

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

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

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

18.06 Family Responsibility Leave

In the event of an illness or injury occurring to an employee's spouse, parent or child the employee may request, and if so, shall be granted a leave of absence

or absences which shall not exceed five (5) days of unpaid leave in total per calendar year. The purpose of this leave shall be to enable the employee to attend to the needs of their ailing spouse, parent or child.

18.07 **Compassionate Leave**

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

18.08 **Domestic Violence Leave**

Employees who are victims of domestic violence will be entitled to leave as outlined in the Domestic Violence Leave and Stalking Act as it reads at October 14, 2018.

Full-time

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

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

- (1) is duly discharged by the Company and not reinstated through the Grievance and/or Arbitration procedure of this Agreement;
- (2) voluntarily quits or resigns;
- (3) has been laid off continuously for a period of more than six (6) months or is called back to work after a layoff and does not return to employment within the time as set out in sub-article 19.04 (2);
- (4) is absent from work without a written leave of absence, unless a satisfactory reason is given by the employee. **A legitimate absence due to sickness wherein it is not reasonably possible to contact the Company shall be considered a satisfactory reason. The inability to communicate with the Company for legitimate reasons shall also be considered a satisfactory reason. A copy of any Absent Without Leave (AWOL) letter provided to the employee shall be emailed to the Union office within seven (7) calendar days;**

- (5) fails to return to work on the completion of an authorized leave of absence, unless a satisfactory reason is given by the employee. **A legitimate absence due to sickness wherein it is not reasonably possible to contact the Company shall be considered a satisfactory reason. The** inability to communicate with the Company **for legitimate reasons** shall **also** be considered a satisfactory reason.

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

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

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

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

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

19.06 The six (6) month and twenty-four (24) hour deadlines contained in 19.04 (1) and 19.04 (2) above, respectively, shall be extended if upon recall an employee is unable to report due to illness or accident. Any extension granted shall only be for the duration of the illness or incapacity from accident and the Company may require the employee to provide written confirmation from a doctor of such illness or accident.

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

When an employee's full-time status is changed to part-time status due to circumstances of maintaining an efficient operation it is understood that such

employees shall be considered for full-time positions before employees who have requested full-time employment under 19.15.

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

Part-time

19.09 Part-time employees will have seniority only within the part-time seniority list in their store except as indicated in 19.19.

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

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

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

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

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

19.11 When a part-time employee works the basic work week for thirteen (13) consecutive weeks, a full-time position shall be deemed to have been created and shall be filled according to subarticle **19.15** of this Agreement. If no written/electronic application is on file for the full-time employment, the employee who has worked the thirteen (13) consecutive week period mentioned above shall be given first opportunity to fill the position. This provision shall not apply to part-time employees who are relieving due to maternity /paternity /adoption leave, sick leave, WCB, union leave or other employees hired for a specific project or group of assignments.

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

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

- (a) The Company agrees not to schedule or call in any part-time employees during the period of time they are not available, as indicated in their Declaration of Availability, Article **19.14**, except for call-ins when no-one else is available. It is understood however that the acceptance of the call-in during an employee's restricted time shall be on a voluntary basis.

(b) **Preference for Call-ins**

In the event an employee is called to work hours that they have not been scheduled to work, such call-in shall be by seniority within the classification within the department. It is understood that available-anytime employees will be called in order of seniority prior to calling restricted employees in order of seniority.

- (c) In weeks where the available-anytime employees in a department are receiving twenty-five (25) hours or less, the available-anytime employees will be scheduled (when the schedule is posted as per Article 5.09) a minimum of four (4) hours more than restricted employees for that week.
- (d) In the event that the four (4) hour gap is not applied correctly and there is a valid claim for hours, those hours shall be payable to the senior anytime employee affected.

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

- (a) Article 19.12 notwithstanding, the senior forty (40%) percent of the employees in the department, (excluding Courtesy Clerks), hereinafter called "the Group", shall be scheduled as follows:
 - (i) the senior one-third (1/3) of "the Group" shall receive twenty-eight (28) hours or more per week;
 - (ii) the next most senior one-third (1/3) of "the Group" shall receive twenty-four (24) hours or more per week;
 - (iii) the least senior one-third (1/3) of "the Group" shall receive twenty (20) hours or more per week.

(b) Implementation of the above minimum guarantee of hours for “the Group” shall be subject to the following definitions and/or conditions:

(i) “The Group” shall be calculated based on the total number of part-time employees in the department, (excluding Courtesy Clerks).

This will then produce the number of part-time employees entitled to the minimum guarantee as indicated in 19.13 (a).

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

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

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

(d) Hours paid for General Holidays as per Article 8.04 (a), (b) and (c) shall be considered as hours worked for the purpose of satisfying the minimum guarantees in Article 19.13(a) above and Letter of Agreement No. 3 regarding minimum guarantee. This will not apply to employees with ten or more years of service hired prior to **October 22, 2023** and will not result in the payment of overtime.

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

A part-time employee may change their Declaration of Availability as follows:

1. On the first Sunday in September (with a two-week leeway either way for reason of the start of the school year only) and,
2. Three (3) other times during the calendar year.
3. In the event of a change to a department as defined in Article 14, employees in that department will be given one additional Declaration of Availability change to be made within two (2) weeks of the change in department hours.

4. Students will be able to change their declaration during the first two weeks of school in September and January if their class schedule changes, without it being considered an additional declaration change.
- (b) Employees cannot use floating availability date to limit or further limit their availability between the Sunday prior to the Remembrance Day General Holiday and the end of the year.
- (c) There must be a minimum of four weeks between all availability changes.
- (d) Employees electing to change their availability will submit a completed form to their supervisor/manager on or before the Sunday, which falls two (2) weeks prior to the effective date of the required change.
- (e) All part-time employees with less than ten (10) years of service will not be able to restrict their hours of work on Saturdays.
- (f) Part-time employees hired after April 18, 2004, must be available to work at least two shifts of a minimum four (4) hours consistent with those scheduled in the department two (2) days per week.
- (g) Available anytime employees can block off a period of up to twenty-four (24) consecutive hours between Sunday midnight and Friday at 12:00 pm and retain their available any time status. This 24 hour block can be changed during the Declaration of Availability above, and one additional time per year.
- (h) If a part-time available anytime employee **is available to** work Sunday, they can split the 24-hour block into two 12-hour blocks and maintain their available anytime status.
- (i) Part-time employees shall be required to work schedules according to the above Declaration of Availability. No changes to availability shall be permitted except as indicated above or under circumstances beyond the control of the employee.
- (j) The Company shall make forms available for an employee who wishes to change their availability according to the dates indicated above. Such form shall be completed by the employee and returned to their Supervisor. Failure to provide the Supervisor with a

Declaration of Availability prior to the dates indicated shall result in the continuance of the previous Declaration of Availability.

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

Employees removed from the Sunday call-in sheet will be replaced by the next senior employee who wishes to be available to be called in on Sunday. Employees removed from the Sunday call-in sheet must notify management if they want to go back on the call-in sheet after 12 weeks.

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

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

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

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

- a) not result in a reduction in the number of hours they are scheduled according to their seniority and availability;
- b) not prevent the employee from being eligible for call-ins at other times during the day.
- (o) Part-time employees cannot further restrict their availability during their first three hundred (300) hours of work after being hired with the exception of students who may change their availability during the first two weeks of September or January to attend school. This does not exclude said employees from further opening their availability during this period of time.

19.15 In hiring new full-time employees, the Company agrees to hire part-time employees by classification by department in order of seniority, providing the employee has applied for full-time employment, and is able to perform the normal functions of the job in a competent manner. **Applicants shall be selected in the following order:**

- 1. Province wide by primary department**
- 2. Province wide by employees who are cross-trained in the department**
- 3. Province Wide**

Notice of available opportunities will be posted weekly by 11 am CST each Thursday for a minimum of seven (7) calendar days and applications for full-time employment will be made electronically through the Company system.

It is agreed that the Company may undertake all steps concurrently rather than consecutively with the understanding that an employee's right to opportunities will be recognized in the steps noted above.

The Company shall provide the Union with name and seniority date of successful applicants.

The employee will be on a probationary period of thirty (30) calendar days and if, during that time, the employee does not meet the requirements of the Company, the employee will revert to their former position. All applications must be made on the understanding

that the employee will accept a work assignment in any of the Company's stores, within the city /area applied for.

19.16 In the event a part-time employee is transferred to another store, the employee will retain their most recent date of continuous employment as their seniority date within the store to which they are transferred. Notwithstanding Article 19.23 it is understood that the Company has sole right to grant or deny transfers based on their assessment of the efficient operation of the business.

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

- 19.17**
- (a) Part-time employees who have worked in excess of one (1) year's service in a department may be granted a transfer to another department. The Company will be fair and reasonable in considering requests for a transfer.
 - (b) Employees granted a transfer will be on a trial period of up to one hundred (100) hours to demonstrate their ability to perform the normal functions of the job in a competent manner. In the event they are unable to perform the normal functions of the job, they shall be returned to their previous position and rate of pay.
 - (c) Employees who are granted a transfer will be placed on the wage scale that corresponds to their current class hours. In no event will the employee's wages be reduced.
 - (d) An employee will be limited to one (1) transfer per life of the current collective agreement.

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

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

- 19.19** (a) In the event a part-time employee is reduced to zero (0) hours for three (3) consecutive weeks, they shall be allowed, upon request to the Company, to:
- i) displace the most junior employee in the same classification and department in other stores in their own group. If they are unable to displace the most junior employee above, they shall then displace the most junior employee in the same classification and department in the other group. If not possible, then
 - ii) displace the most junior employee in another classification in the same department in the same store; or if not possible,
 - iii) displace the most junior employee in another department in the same classification as defined in Appendix B-1, B-2, B-5, except employees in B-3 may bump in the B-1 classification in the same store, or if not possible,
 - iv) displace the most junior employee in another department in the same classification as defined in Appendix B-1, B-2, B-5, except employees in B-3 may bump in the B-1 classification, but in another store first within their group, and then in the other group.

Article 19.19 (a) shall be limited to stores within a radius of fifty (50) kilometres from their own town or city limits.

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

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

- iii) in the event an employee cannot maintain full-time employment in either group, as indicated above, they shall remain as a part-time employee in their own classification and department, subject to their rights as per Article 19.20 (a);
 - iv) when a full-time employee accepts a full-time job in another classification, they shall be given first opportunity to return to their previous full-time position.
- (c) It is understood that the words “displace the most junior employee” as indicated in 19.19 (a) and (b) shall mean that an employee who displaced the most junior employee in a department carries with them their Company seniority and is then scheduled according to said seniority within their own department.
- (d) An employee exercising their rights under 19.19(a) or 19.19(b) shall be given a “reasonable opportunity” to do the job in a competent manner. For the purpose of this article, “reasonable opportunity” shall mean a maximum of thirty (30) working days for a full-time employee and twenty-four (24) hours for a part-time employee.
- (e) In the event any full-time employee exercises their right under Article 19.19 (b) and;
 - i) remains in the same classification and department in another store, they shall retain their current rate of pay.
 - ii) If any full-time employee moves to another classification or moves to another department, they shall carry fifty (50%) percent of their career hours to determine their rate of pay in their new classification to a maximum of fifty (50%) percent of the total hours on the wage scale.
- (f) In the event any part-time employee exercises their right under Article 19.19 (a) and remains in the same classification and department in another store, they shall retain their current rate of pay. If any part-time employee moves to another classification or moves to another department, they shall carry their career hours to determine their rate of pay in their new classification

Seniority General

19.20 Full-time employees may request and may receive two (2) days off per month from Monday to Thursday as part of their regular days off in order to attend to

family and personal responsibilities. These requests will not be unreasonably denied as determined by the operational requirements of the business.

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

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

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

19.24 Full-time employees will be given two (2) weeks' notice of transfer to another store unless an earlier date is mutually agreed to between the parties, or in the event of emergency as defined in Article 5.06.

ARTICLE 20 MERGER OF BUSINESS

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

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

ARTICLE 21 SUPPLIERS' REPRESENTATIVES

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

21.02 It is understood that the above will not apply to supplier representatives who are engaged in the erecting of special displays which require the assembling of a special stand, composed of cardboard, wood, metal, etc. The initial

stocking shall be performed by an employee of the store, directed by the supplier's representative.

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

ARTICLE 22 COURT'S DECISION

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

ARTICLE 23 HEALTH AND WELFARE

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

ARTICLE 24 CASH SHORTAGES

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

ARTICLE 25 REPRIMANDS

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

25.02 A copy of such disciplinary notice or notice of discharge shall be **emailed by the Company** to the Union office. If a Shop Steward or member is not present as required, or a copy of **the** disciplinary notice is not **emailed** or faxed to the Union office, the resulting discipline shall not be valid and may not be utilized by the Company. Representation shall not be required in the case of probationary employees or in the event of a suspension pending investigation where no disciplinary interview is held.

25.03 The employee will be given a copy of such reprimand which is to be entered on the employee's personnel file.

 In unusual circumstances, where it is necessary for the Company to advise an employee by mail of discharge, the Union office will be emailed a copy **by the Company** of such notice **within seven (7) calendar days**.

ARTICLE 26 ADJUSTMENT OF GRIEVANCES

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

26.02 An employee, a Shop Steward or the Union Representative can bring any complaint, disagreement or difference of opinion forward to the appropriate member of management (or their designate) in an attempt to resolve the issue before a formal written grievance is filed.

26.03 Information

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

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

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

26.06 Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within fifteen (15) working days following the event giving rise to such grievance, or within ten (10) working days of the last day worked when relating to a discharge grievance, shall be forfeited and waived by the aggrieved party.

26.07 All grievances shall be submitted in writing.

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

- (1) by a discussion between the employee and the Union Representative, or the employee's immediate superior.
 - (A) When an employee takes a grievance to the Union Representative, Step One of the Grievance Procedure shall be considered complied with, providing the Union Representative files the grievance in writing with the Store Manager or their designate. The Store Manager shall reply to the grievance in writing within five (5) calendar days to the Union. After five (5) calendar days, the Union Representative may proceed to Step Two.
 - (B) If an employee takes a grievance to their immediate superior and a satisfactory settlement has not been reached within five (5) calendar days, then:
- (2) The Union Representative or Representatives may take the matter up with the Company Official designated by the Company to handle labour relations matters. If the matter is not taken up within ten (10) calendar days of the date the Union received the written reply to the grievance in Step One, it will be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

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

ARTICLE 27 SELECTION OF AN ARBITRATOR

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

In the interest of settling a grievance prior to an arbitration hearing, either party may request the assistance of a grievance mediator from the Province of Manitoba Conciliation Services. During the life of this collective bargaining agreement, the parties may mutually agree to a list of mediators other than the mediators provided from the Province of Manitoba Conciliation Services. Any cost of a mediator will be shared equally by both parties.

27.02 A grievance shall be referred to a single Arbitrator **in accordance with the following:**

The Party requesting Arbitration shall advise the other Party in writing, together with a statement of the issue to be arbitrated and the names of up to three (3) proposed Arbitrators selected from the list below. The other Party, within one (1) week of its receipt of the notice, shall so advise the other party or alternatively counter propose the names of up to three (3) proposed Arbitrators selected from the list below.

If the Parties are unable to agree upon the choice of Arbitrator, the grievance shall be referred to the Arbitrator immediately following the last Arbitrator that has been most recently appointed from the list below and that has not been proposed by either Party.

- 1. Keith Labossiere**
- 2. Blair Graham**
- 3. Michael Werier**
- 4. Karine Pelletier**
- 5. Janet Mayor**
- 6. Colin Robinson**
- 7. Tracey Epp**

If in any case the Arbitrator allotted is unwilling or unable to act, the individual whose name follows theirs in the panel shall be submitted as the Arbitrator.

27.03 Whenever one of the parties refers a matter to arbitration, the matter shall be heard within thirty (30) calendar days for suspension or termination and ninety (90) calendar days for any other matters. The matter shall be heard within that time limit unless both parties mutually agree to a date beyond the thirty (30) calendar day or ninety (90) calendar day requirement, or in the event **that the selected arbitrator is not** 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 requirement, whichever is applicable, the matter shall be referred to the selected Arbitrator who shall have the right to decide on the matter. In no event can a hearing be extended to a period longer than another thirty (30) calendar days. The Arbitrator shall have thirty calendar days to render a decision in regard to any matters dealing with suspension or termination, and ninety (90) calendar days from the last date of the hearing on any arbitration cases referred to them other than suspensions or terminations.

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

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

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

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

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

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

ARTICLE 28 BULLETIN BOARDS

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

ARTICLE 29 COMPANY AND UNION CO-OPERATION

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

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

29.03 The Company recognizes the right of the Union to appoint **three (3) Shop Stewards** per store. In stores employing fifty (50) or more employees, one (1)

additional Shop Steward will be added for each additional fifty (50) employees or portion thereof, in each store. Provided the Union notifies the Company Official responsible for Labour Relations in writing of the names of the Shop Stewards in each store, then the Company agrees to notify the Union in writing prior to or at the time of the transfer of the designated Shop Steward.

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

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

ARTICLE 30 DECALS OR SHOP CARDS

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

ARTICLE 31 UNIFORMS AND PROTECTIVE CLOTHING

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

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

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

The Company agrees to:

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

(3) provide appropriate sizes.

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

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

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

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

ARTICLE 32 JURY DUTY

32.01 All employees, summoned to jury duty, jury selection or subpoenaed as a material witness, shall be paid wages amounting to the difference between the amount paid them for such services and the amount they would have earned had they worked on such days. Employees on jury duty, jury selection or subpoenaed as a material witness, shall furnish the Company with such a statement of earnings as the Courts may supply. This does not apply if the employee is summoned on their day(s) off.

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

ARTICLE 33 WITNESS FEES

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

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

ARTICLE 34 BEREAVEMENT PAY

34.01 All employees shall be granted time off from work, with pay, to a maximum of three (3) scheduled work days, in the event of death in the immediate family. The term "immediate family" shall mean spouse or common law spouse, parent or step-parent, child or stepchild, brother or sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandparent-in-law and grandchild. **In the event of the death of an aunt or uncle, nephew or niece, an employee will be granted one (1) day's leave of absence with pay for the purpose of bereavement.**

Employees shall not be required to attend the funeral in order to receive bereavement pay.

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

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

ARTICLE 35 LIE DETECTOR TESTS

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

ARTICLE 36 PHYSICAL EXAMINATIONS

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

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

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

ARTICLE 38 **LOCKER SEARCH**

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

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

ARTICLE 39 **APPENDICES**

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

ARTICLE 40 **NO SEXUAL HARASSMENT**

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

ARTICLE 41 **DUTY TO ACCOMMODATE**

41.01 The parties recognize their joint responsibility to accommodate injured workers. The employee's job duties will be modified and/or they will be reassigned to a different work assignment where reasonably practicable. Employees have a responsibility to keep the Company informed of their condition, provide proper medical documentation (related to their ability to perform their job and any restrictions) in a timely

fashion, and accept reasonable assignments that make a productive contribution to the Company's operations. The Company will be fair and reasonable when requesting medical notes.

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

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

ARTICLE 42 RESPECT AND DIGNITY

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

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

- 1) The matter will be referred to a mediator from the list below:

Keith LaBossiere

John Korpesho

Harvey Sector

- 2) If the matter is not resolved through direct mediation, the mediator will write a report outlining their view of the matter and make recommendations for a resolution.
- 3) Individuals identified through the process as having engaged in inappropriate conduct will be retrained or appropriately disciplined as determined by the Company. Such action will be shared confidentially with the President of the Union.

ARTICLE 43 EXTENDED HOURS / 24-HOUR STORES

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

In the event that the Company elects to expand the store hours to twenty (20) hours or more per day in any of its retail stores, it shall advise the Union and the affected employees a minimum of three (3) weeks in advance of the change, unless a competitor announces that their locations will be open twenty (20) hours or more with less than three (3) weeks' notice to the public in which case the required notice will be a minimum of two (2) weeks.

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

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

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

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

43.05 It is understood that for part-time employees hired before the store opens the extended hours, or the general merchandise departments alters the hours of work for a majority of its employees by four (4) hours or more, employees will maintain their available anytime status provided the following criteria is met:

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

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

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

ARTICLE 44 EXPIRATION AND RENEWAL

44.01 This Agreement shall be effective from **September 28, 2023** and shall remain in effect until **September 28, 2028** and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary of such expiry date from year to year thereafter give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

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

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

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

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

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

SIGNED THIS **day of** **, 2023.**

FOR THE UNION:

Vikki Allard

Nadia Aoubichat

Florence Barr

Kelly Barr

Sherri-Dawn Bastien

Kathy Brnjas

Brad Broome

Amanda Brydges

Maurice Fleury

Elaine Gaetz

Dianne Gibson-Pierce

Linda Miller

FOR THE EMPLOYER:

John Davidson

Barry Jimenez

Colin Green

Natasha Lalman

Mark Oliveira

Kimberly Snider

Nancy Sommerfeld

Daylon Vanthul

Kim Warman

Jason Appasamy

Roberta Hoogervorst

Ron Allard

Marie Buchan

Jeff Traeger

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

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

A-1 SICK LEAVE, WEEKLY INDEMNITY, PRESCRIPTION DRUGS

Employees in the bargaining unit shall be covered by the Company Group Insurance Plan after averaging thirty-two (32) hours or more per week during any **twelve (12) week** consecutive week period. Employees shall remain covered as long as they remain actively employed by the Company, whether or not their average weekly hours drop below thirty-two (32) hours per week.

Employees who have not qualified as of September 28, 2018 to be covered by the Company Group Insurance Benefits and who subsequently qualify as indicated above, but who restrict their availability and as a consequence average less than thirty-two (32) hours during any **twelve (12) week** period, shall be disqualified from the Company Group Insurance Plan.

In January of each year the Company will provide the Union with a list of all eligible employees. The Union will be provided with a copy of the plan text whenever it is changed.

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

SICK LEAVE

A-1.02 (A) Full-time employees shall accumulate credits at the rate of four (4) hours for each full month of employment, up to a maximum of twenty (20) days' credit. Credits shall accumulate only on a full-time employment, following the completion of a three (3) month full-time employment eligibility period.

(B) The Company shall apply (for full-time employees only) any accumulated sick leave to absences for full or half shifts due to sickness not covered by insured Weekly Indemnity benefits (or similar benefits) and may supplement Weekly

Indemnity benefits (or similar benefits) with unused sick leave credits in an amount equal to but not to exceed the employee's normal earnings.

A-1.03 (A) All part-time employees shall accumulate sick leave credits on the basis of four (4) hours for each four (4) week reporting period that they work in excess of one hundred and twenty-eight (128) hours. Part-time employees shall be entitled to access their sick bank for full or half shifts.

All part-time employees who do not qualify for sick pay under this Article may be eligible to claim sick pay for full or part shifts from the Westfair/UFCW Health and Welfare Plan, subject to the terms of the Plan Trust (Appendix A-9).

(B) The four (4) week reporting period shall be the same four (4) week reporting periods that are used in determining their eligibility for dental benefits under the Manitoba Food & Commercial Workers Dental Plan.

(C) After working **twelve (12)** consecutive weeks in excess of thirty-two (32) hours, the part-time employees shall be eligible to commence accumulation at the commencement of the next reporting period.

(D) All paid time off, such as General Holidays, sick pay from accumulated sick leave credits and time off taken as vacations (for which they have already received vacation pay) shall be counted for the purposes of determining hours worked in that reporting period.

(E) Part-time employees shall accumulate credits at the rate of four (4) hours for each reporting period that they work in excess of one hundred and twenty-eight (128) hours, up to a maximum of forty-eight (48) hours per year and a total maximum of one hundred and twenty (120) hours, following the completion of the **twelve (12)** week eligibility period.

(F) In determining the number of hours to be credited as paid time off taken in respect to vacations mentioned above, the number of hours shall be determined by averaging the hours worked in the three (3) preceding reporting periods immediately prior to the reporting period in which the employee takes the time off for vacation.

(G) Sick leave pay shall be applied only to absences on the employee's regularly scheduled workdays and shall not be applied to any days for which the employee is receiving Weekly Indemnity benefits.

A-1.04 The Company may require the employee to provide a doctor's certificate, verifying any absence due to disability. Notwithstanding Article 41, Doctor's certificates will only be required to provide verification of the absence for medical reasons and the possible restrictions and duration of restrictions if the employee is unable to return

to full duties. The Company will be responsible to pay the cost of the certificate unless a note is required as a result of #1 or #2 below.

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

1. The employee has been formally advised that their attendance record is unacceptable and that doctor's certificates will be required in the future; or

2. The duration of the absence or the circumstances surrounding the absence requires verification.

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

A-1.05 In order to qualify for sick pay, employees must notify the Store Manager, or the Food Manager, or the General Merchandise Manager, or Department Supervisor or, in their absence, the next highest ranking employee available prior to the starting time or as soon as possible on the first day of absence. Said employee shall also inform the Company, as indicated above, of the estimated length of illness and must notify the Company when ready to return to work.

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

A-1.06 Providing an employee is entitled to Weekly Indemnity benefits and a claim has been properly completed and filed with the Company, in cases where the employee does not receive Weekly Indemnity payment within three (3) weeks of receipt of the claim, upon request by the employee, an advance payment in the amount equal to the Weekly Indemnity payment will be paid to the employee. In such cases, the employee agrees to reimburse the Company when the Weekly Indemnity payment is received.

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

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

Weekly Indemnity payments shall be in the amount of seventy (70%) percent of the eligible employee's weekly income.

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

A-3 LONG TERM DISABILITY BENEFIT – FULL-TIME ONLY

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

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

The premium cost of the Plan will be paid by the Company.

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

A-4.01 The Company agrees to provide prescription drug coverage for full-time and eligible part-time employees (as determined in A-1), covering the employees and their eligible dependents at no premium cost to employees. **Effective January 1, 2024, access to coverage will be provided to eligible employees beyond age sixty-five (65).**

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

A-5 MANITOBA FOOD & COMMERCIAL WORKERS DENTAL PLAN

A-5.01 The Company agrees to make a direct contribution to the Manitoba Food & Commercial Workers Dental Plan of **thirty-nine (39¢) cents per hour effective the first Sunday following September 28, 2024, forty cents (40¢) the first Sunday following September 28, 2025 and forty-one (41¢) cents effective the first Sunday following September 28, 2027** for regular hours paid, sick pay (not including Weekly Indemnity), full-time employees' vacation as entitled under sub article 11.03, and General Holidays, to the maximum of the basic work week in respect to all employees in the bargaining unit.

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

A-5.03 It is agreed that in the event the Government of Canada or the Province of Manitoba provides a non-contributory Dental Care Plan with similar benefits, the Company's obligations to continue contributions to the Manitoba Food & Commercial Workers Dental Plan shall cease. It is further understood, should a Government Plan create duplicate benefits, then these benefits shall be deleted from the Manitoba Food & Commercial Workers Dental Plan and the Company's contribution in respect to the cost of these benefits shall cease.

A-5.04 A maximum coverage payment of claims of the Manitoba Food & Commercial Workers Dental Plan shall be as determined from time to time by the Board of Trustees.

A-5.05 The Company and the Union agree that it is necessary to establish a reserve in the Manitoba Food & Commercial Workers Dental Plan and the parties agree to endeavour to ensure that the Trustees will work towards the establishment of a reserve of approximately three (3) months' average claims payments (approximately one hundred thousand (\$100,000) dollars).

A-6 PENSION PLAN

A-6.01 The Company agrees to contribute to the Canadian Commercial Workers Industry Pension Plan the sum of one dollar and forty-five cents (\$1.45) for all regular hours paid, sick pay (not including Weekly Indemnity), full-time employee's vacation as entitled under sub-article 11.03, and General Holidays, for all employees in the bargaining unit and for all probationary employees, to the maximum of the basic work week as indicated in Article 5.01.

Effective September 28, 2023, no contributions can be accepted by CCWIPP for employees age seventy-one (71) or older; or employees under age seventy-one (71) in receipt of a pension benefit from CCWIPP regardless of their retirement date.

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

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

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

A-6.02 Contributions, along with a list of employees for whom they have been made, the amount of the weekly contribution for each employee and the number of hours worked or paid according to the above A-6.01, shall be forwarded by the Company within the twenty-one (21) days after the close of the Company's four (4) or five (5) week accounting period. The Company agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.

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

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

A-7 **GENERAL**

A-7.01 Employees found abusing health and welfare benefits shall be disciplined by the Company. In such case the Company may discontinue or reduce the benefit or terminate the employee.

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

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

- A-8.02 The major medical benefit currently covered are:
- semi-private room and board in excess of ward accommodation
 - ambulance
 - medical services and supplies
 - wigs and hairpieces
 - prosthesis
 - orthopaedic shoes
 - private duty nursing
 - professional services:
 - clinical psychologist
 - physiotherapist (including massage therapy)
 - registered dietician
 - chiropracist
 - chiropractor
 - eyeglasses
 - life insurance
 - emergency out-of-province coverage

Details are contained in the UFCW 832 /Westfair Health & Benefit Plan. This summary represents some of the current benefits provided as of **September 28, 2023** and is subject to change by the joint Board of Trustees.

A-8.03 The parties will recommend that trustees of the UFCW 832 / Westfair Health & Benefit Plan make improvements to the following benefit coverage **as soon as possible after September 28, 2023**

Increase the prescription drug maximum
Increase Vision Care
Increase sick pay in bands
Provide benefits for all employees regardless of their age

A-9

HEALTH AND WELFARE TRUST FUND

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

A-9.02 The Board of Trustees shall be comprised of two (2) representatives appointed by the Company and two (2) representatives appointed by the Union. Said Trustees can be changed or removed by the parties appointing said Trustees in accordance with the Agreement and Declaration of Trust effective as of January 1, 1998.

A-9.03 The Company agrees to pay **twenty eight (28) cents** per hour contribution effective **the first Sunday following October 1, 2023, and twenty nine (29¢) cents effective the first Sunday following October 1, 2026, and thirty (30¢) cents effective the first Sunday following October 1, 2027** for all regular hours paid, sick pay (not including weekly indemnity), employees' vacation as entitled under Article 11, and general holidays, to the maximum of the basic work week in respect to all employees in the bargaining unit. Such contributions shall be forwarded to the Trust Fund within twenty-one (21) days following the Company's four or five week accounting period.

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

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

APPENDIX "B" WAGES
Classifications and Hourly Rates of Pay

WAGES

SIGNING BONUS – All Employees

All active employees who are on the payroll as of October 22, 2023 shall receive the following Signing Bonus payment, less government deductions within 3 weeks of October 22, 2023:

| | |
|---|--------------|
| <i>All Full Time Employees:</i> | <i>\$750</i> |
| <i>Part-time (6000 + hours worked):</i> | <i>\$500</i> |
| <i>Part-time (3000 + hours worked):</i> | <i>\$350</i> |
| <i>Part-time (1000 + hours worked):</i> | <i>\$150</i> |
| <i>Part-time (less than 1000 hours worked):</i> | <i>\$100</i> |

All full-time employees will receive the \$750.00 Signing bonus.

Part-time hours for the purpose of the Signing Bonus shall be calculated by totaling each part-time employee's actual class hours worked up to and including October 22, 2023.

The Signing Bonus payment for both full-time and part-time employees is inclusive of any retroactive pay provided for in Appendix B-23 of the Collective Agreement.

Payment of the Signing Bonus shall be made on a separate pay deposit.

B-1 SERVICE CLERK - HIRED BEFORE OCTOBER 20, 2013

| HOURS | CURRENT | 28-Sep-23 | 31-Mar-24 | 28-Sep-25 | 27-Sep-26 | 3-Oct-27 |
|-------------|---------|-----------|-----------|-----------|-----------|----------|
| 0 – 500 | \$14.15 | \$15.30 | \$15.30 | \$15.30 | \$15.30 | \$15.30 |
| 501 – 1000 | \$14.15 | \$15.40 | \$15.40 | \$15.40 | \$15.40 | \$15.40 |
| 1001 – 1500 | \$14.15 | \$15.50 | \$15.50 | \$15.50 | \$15.50 | \$15.50 |
| 1501 – 2000 | \$14.15 | \$15.60 | \$15.60 | \$15.60 | \$15.60 | \$15.60 |
| 2001 – 2500 | \$14.15 | \$15.70 | \$15.70 | \$15.70 | \$15.70 | \$15.70 |
| 2501 – 3000 | \$14.15 | \$15.80 | \$15.80 | \$15.80 | \$15.80 | \$15.80 |
| 3001 – 3500 | \$14.15 | \$15.90 | \$15.90 | \$15.90 | \$15.90 | \$15.90 |
| 3501 – 4000 | \$14.15 | \$16.00 | \$16.00 | \$16.00 | \$16.00 | \$16.00 |
| 4001 – 4500 | \$14.15 | \$16.10 | \$16.10 | \$16.10 | \$16.10 | \$16.10 |
| 4501 – 5000 | \$14.15 | \$16.20 | \$16.20 | \$16.20 | \$16.20 | \$16.20 |
| 5001 – 5500 | \$14.15 | \$16.30 | \$16.30 | \$16.30 | \$16.30 | \$16.30 |
| 5501 – 6000 | \$14.15 | \$16.40 | \$16.40 | \$16.40 | \$16.40 | \$16.40 |
| 6001 – 6500 | \$14.15 | \$16.50 | \$16.50 | \$16.50 | \$16.50 | \$16.50 |
| 6501 – 7000 | \$14.15 | \$16.60 | \$16.60 | \$16.60 | \$16.60 | \$16.60 |
| 7001 – 7500 | \$14.40 | \$16.70 | \$16.70 | \$16.70 | \$16.70 | \$16.70 |
| Over 7500 | \$19.10 | \$20.10 | \$20.70 | \$21.10 | \$21.55 | \$21.95 |

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

| HOURS | CURRENT | 28-Sep-23 | 31-Mar-24 | 28-Sep-25 | 27-Sep-26 | 3-Oct-27 |
|-------------|---------|-----------|-----------|-----------|-----------|----------|
| 0 – 500 | \$14.15 | \$15.30 | \$15.30 | \$15.30 | \$15.30 | \$15.30 |
| 501 – 1000 | \$14.15 | \$15.40 | \$15.40 | \$15.40 | \$15.40 | \$15.40 |
| 1001 – 1500 | \$14.15 | \$15.50 | \$15.50 | \$15.50 | \$15.50 | \$15.50 |
| 1501 – 2000 | \$14.15 | \$15.60 | \$15.60 | \$15.60 | \$15.60 | \$15.60 |
| 2001 – 2500 | \$14.15 | \$15.70 | \$15.70 | \$15.70 | \$15.70 | \$15.70 |
| 2501 – 3000 | \$14.15 | \$15.80 | \$15.80 | \$15.80 | \$15.80 | \$15.80 |
| 3001 – 3500 | \$14.15 | \$15.90 | \$15.90 | \$15.90 | \$15.90 | \$15.90 |
| 3501 – 4000 | \$14.15 | \$16.00 | \$16.00 | \$16.00 | \$16.00 | \$16.00 |
| 4001 – 4500 | \$14.15 | \$16.10 | \$16.10 | \$16.10 | \$16.10 | \$16.10 |
| 4501 – 5000 | \$14.15 | \$16.20 | \$16.20 | \$16.20 | \$16.20 | \$16.20 |
| 5001 – 5500 | \$14.15 | \$16.30 | \$16.30 | \$16.30 | \$16.30 | \$16.30 |
| 5501 – 6000 | \$14.15 | \$16.40 | \$16.40 | \$16.40 | \$16.40 | \$16.40 |
| 6001 – 6500 | \$14.15 | \$16.50 | \$16.50 | \$16.50 | \$16.50 | \$16.50 |
| 6501 – 7000 | \$14.15 | \$16.60 | \$16.60 | \$16.60 | \$16.60 | \$16.60 |
| 7001 – 7500 | \$14.15 | \$16.70 | \$16.70 | \$16.70 | \$16.70 | \$16.70 |
| Over 7500 | \$16.35 | \$19.00 | \$19.60 | \$20.00 | \$20.45 | \$20.85 |

B-3 MEAT & BAKERY

| HOURS | CURRENT | 28-Sep-23 | 31-Mar-24 | 28-Sep-25 | 27-Sep-26 | 3-Oct-27 |
|-------------|---------|-----------|-----------|-----------|-----------|----------|
| 0 – 500 | \$14.15 | \$15.30 | \$15.30 | \$15.30 | \$15.30 | \$15.30 |
| 501 – 1000 | \$14.15 | \$15.45 | \$15.45 | \$15.45 | \$15.45 | \$15.45 |
| 1001 – 1500 | \$14.15 | \$15.60 | \$15.60 | \$15.60 | \$15.60 | \$15.60 |
| 1501 – 2000 | \$14.15 | \$15.75 | \$15.75 | \$15.75 | \$15.75 | \$15.75 |
| 2001 – 2500 | \$14.15 | \$15.90 | \$15.90 | \$15.90 | \$15.90 | \$15.90 |
| 2501 – 3000 | \$14.15 | \$16.05 | \$16.05 | \$16.05 | \$16.05 | \$16.05 |
| 3001 – 3500 | \$14.15 | \$16.20 | \$16.20 | \$16.20 | \$16.20 | \$16.20 |
| 3501 – 4000 | \$14.15 | \$16.35 | \$16.35 | \$16.35 | \$16.35 | \$16.35 |
| 4001 – 4500 | \$14.15 | \$16.50 | \$16.50 | \$16.50 | \$16.50 | \$16.50 |
| 4501 – 5000 | \$14.15 | \$16.65 | \$16.65 | \$16.65 | \$16.65 | \$16.65 |
| 5001 – 5500 | \$14.22 | \$16.80 | \$16.80 | \$16.80 | \$16.80 | \$16.80 |
| 5501 – 6000 | \$14.73 | \$16.95 | \$16.95 | \$16.95 | \$16.95 | \$16.95 |
| 6001 – 6500 | \$15.25 | \$17.10 | \$17.10 | \$17.10 | \$17.10 | \$17.10 |
| 6501 – 7000 | \$15.77 | \$17.25 | \$17.25 | \$17.25 | \$17.25 | \$17.25 |
| 7001 – 7500 | \$16.28 | \$17.40 | \$17.40 | \$17.40 | \$17.40 | \$17.40 |
| Over 7500 | \$20.90 | \$21.90 | \$22.50 | \$22.90 | \$23.35 | \$23.75 |

B-4 PHARMACY ASSISTANTS

| HOURS | CURRENT | 28-Sep-23 | 31-Mar-24 | 28-Sep-25 | 27-Sep-26 | 3-Oct-27 |
|-------------|---------|-----------|-----------|-----------|-----------|----------|
| 0 – 520 | \$14.50 | \$16.50 | \$16.50 | \$16.50 | \$16.50 | \$16.50 |
| 521 – 1040 | \$14.75 | \$17.00 | \$17.00 | \$17.00 | \$17.00 | \$17.00 |
| 1041 – 1560 | \$15.00 | \$17.50 | \$17.50 | \$17.50 | \$17.50 | \$17.50 |
| 1561 – 2080 | \$15.50 | \$18.00 | \$18.00 | \$18.00 | \$18.00 | \$18.00 |
| 2081 – 2600 | \$16.00 | \$18.50 | \$18.50 | \$18.50 | \$18.50 | \$18.50 |
| 2601 – 3120 | \$16.50 | \$19.00 | \$19.00 | \$19.00 | \$19.00 | \$19.00 |
| 3121 – 3640 | \$17.00 | \$19.50 | \$19.50 | \$19.50 | \$19.50 | \$19.50 |
| 3641 – 4160 | \$17.50 | \$20.00 | \$20.00 | \$20.00 | \$20.00 | \$20.00 |
| 4161 – 4680 | \$18.00 | \$20.50 | \$20.50 | \$20.50 | \$20.50 | \$20.50 |
| Over 4680 | \$20.60 | \$21.60 | \$22.20 | \$22.60 | \$23.05 | \$23.45 |

B-5 COURTESY CLERKS

| HOURS | CURRENT | 28-Sep-23 | 31-Mar-24 | 28-Sep-25 | 27-Sep-26 | 3-Oct-27 |
|-------------|---------|-----------|-----------|-----------|-----------|----------|
| 0 – 500 | \$14.15 | \$15.30 | \$15.30 | \$15.30 | \$15.30 | \$15.30 |
| 501 – 1000 | \$14.15 | \$15.35 | \$15.35 | \$15.35 | \$15.35 | \$15.35 |
| 1001 – 1500 | \$14.15 | \$15.40 | \$15.40 | \$15.40 | \$15.40 | \$15.40 |
| 1501 – 2000 | \$14.15 | \$15.45 | \$15.45 | \$15.45 | \$15.45 | \$15.45 |
| 2001 – 2500 | \$14.15 | \$15.50 | \$15.50 | \$15.50 | \$15.50 | \$15.50 |
| 2501 – 3000 | \$14.15 | \$15.55 | \$15.55 | \$15.55 | \$15.55 | \$15.55 |
| 3001 – 3500 | \$14.15 | \$15.60 | \$15.60 | \$15.60 | \$15.60 | \$15.60 |
| 3501 – 4000 | \$14.15 | \$15.65 | \$15.65 | \$15.65 | \$15.65 | \$15.65 |
| 4001 – 4500 | \$14.15 | \$15.70 | \$15.70 | \$15.70 | \$15.70 | \$15.70 |
| Over 4500 | \$14.15 | \$15.85 | \$16.00 | \$16.15 | \$16.30 | \$16.45 |

B-6-CLERKS For employees hired or rehired after October 20, 2013, the following wage scales shall be the minimum rates of pay for the duration of the collective agreement.

| Hours | CURRENT | | | | | | | |
|--------------|---------|---------|---------------|-----------|-----------|-----------|-----------|----------|
| Clerk | Food | GM | HOURS | 28-Sep-23 | 31-Mar-24 | 28-Sep-25 | 27-Sep-26 | 3-Oct-27 |
| 0 | \$14.15 | \$14.15 | 0-500 | \$15.30 | \$15.30 | \$15.30 | \$15.30 | \$15.30 |
| 500 | \$14.25 | \$14.20 | 501-1000 | \$15.40 | \$15.40 | \$15.40 | \$15.40 | \$15.40 |
| 1000 | \$14.35 | \$14.25 | 1001-1500 | \$15.50 | \$15.50 | \$15.50 | \$15.50 | \$15.50 |
| 1500 | \$14.45 | \$14.30 | 1501-2000 | \$15.60 | \$15.60 | \$15.60 | \$15.60 | \$15.60 |
| 2000 | \$14.55 | \$14.35 | 2001-2500 | \$15.70 | \$15.70 | \$15.70 | \$15.70 | \$15.70 |
| 2500 | \$14.65 | \$14.40 | 2501-3000 | \$15.80 | \$15.80 | \$15.80 | \$15.80 | \$15.80 |
| 3000 | \$14.75 | \$14.45 | 3001-3500 | \$15.90 | \$15.90 | \$15.90 | \$15.90 | \$15.90 |
| 3500 | \$14.85 | \$14.50 | 3501-4000 | \$16.00 | \$16.00 | \$16.00 | \$16.00 | \$16.00 |
| 4000 | \$14.95 | \$14.55 | 4001-4500 | \$16.10 | \$16.10 | \$16.10 | \$16.10 | \$16.10 |
| 4500 | \$15.05 | \$14.60 | 4501-5000 | \$16.20 | \$16.20 | \$16.20 | \$16.20 | \$16.20 |
| 5000 | \$15.15 | \$14.65 | 5001-5500 | \$16.30 | \$16.30 | \$16.30 | \$16.30 | \$16.30 |
| 5500 | \$15.25 | \$14.70 | 5501-6000 | \$16.40 | \$16.40 | \$16.40 | \$16.40 | \$16.40 |
| 6000 | \$15.35 | \$14.75 | 6001-6500 | \$16.50 | \$16.50 | \$16.50 | \$16.50 | \$16.50 |
| Senior Clerk | Food | GM | | | | | | |
| 0 | \$15.45 | \$14.80 | 6501-7000 | \$16.60 | \$16.60 | \$16.60 | \$16.60 | \$16.60 |
| 500 | \$15.55 | \$14.85 | 7001-7500 | \$16.70 | \$16.70 | \$16.70 | \$16.70 | \$16.70 |
| 1000 | \$15.75 | \$14.90 | 7501-8000 | \$16.80 | \$16.80 | \$16.80 | \$16.80 | \$16.80 |
| 1500 | \$15.90 | \$14.95 | 8001-8500 | \$16.90 | \$16.90 | \$16.90 | \$16.90 | \$16.90 |
| 2000 | \$16.00 | \$15.25 | 8501 and over | \$19.00 | \$19.60 | \$20.00 | \$20.45 | \$20.85 |

Effective the first full pay week following October 22, 2023 all GM and Food Clerks hired after October 20, 2013, will move to the above Clerk scale based on their class hours.

B-7 **Current Top Rated or Over-scale Employees Hired Prior To October 20, 2013**

First Sunday following Date of Ratification (D.O.R) increase all top rated and overscale: \$1.00

Effective March 31, 2024 increase all top-rated and overscale: \$0.60

Effective September 28, 2025 increase all top-rated and overscale: \$0.40

Effective September 27, 2026 increase all top-rated and overscale: \$0.45

Effective October 3, 2027 increase all top-rated and overscale: \$0.40

**\$0.15 of the above increases will be added to the top rate and overscale employees on B-5 Courtesy Clerks

B-8 **Minimum Wage Gap**

The wage scales **outlined in Appendix B**, shall be the minimum rates of pay for the duration of the collective agreement.

In the event that the Provincial minimum wage increases, the scale will start at the new minimum wage and employees will progress at ten cent (\$0.10) increases on the scales **(B-3, B4 and B-6)** and five cent (\$0.05) increases on the **Courtesy Clerk scale (B-5)** every five

hundred (500) hours until their class hours correspond to an existing rate on the employees' scale.

B-9

Definition of Hours for Progression Purposes:

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

The Company agrees to provide on each pay stub the employee's accumulated career hours.

B-10

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

B-11

- (1) Courtesy Clerks' duties are limited to basket and cart retrieval, bagging, sorting of returnable beverage containers, carry-outs, price checks, filling check stands with bags, merchandise return (put aways), sweeping and cleaning the check stand, entrance and entire store area.
- (2) It is understood that cleaning the entire store area shall mean cleaning mouldings, shelves, sweeping and mopping of the floors in any area of the store premises and shall also include clean-up (dust, wash, damp mop, clean up products spills and breakages) in the lunch room, washroom and sales area. The sales area shall be defined as any area within the store where the customers normally shop.
- (3) The total number of Courtesy Clerks hours in a store shall not exceed ten (10%) percent of the total hours worked in the bargaining unit of that store each and every week.

If the Company exceeds the ten (10%) percent indicated above in a week, hours in excess of the ten (10%) percent shall be paid at the rate of **sixteen** (\$16.00) dollars per hour to the most senior Service Clerk(s).

- (4) Courtesy Clerks will be given preference when the Company has an opening in either General Merchandise Clerk or Service Clerk provided they have worked in the position of Courtesy Clerk one

thousand (1000) hours or more. They shall carry with them their career hours.

B-12 The Company agrees that, during the life of this Collective Bargaining Agreement, if it intends to create any other classifications other than those listed in Appendix "B", it shall meet with the Union to arrive at a mutually satisfactory agreement within thirty (30) calendar days of their proposal. If no agreement can be reached, either party may take the matter up with an Arbitrator under Article 26.

B-13 Employees whose rate of pay is higher than listed in B-1 to B-6 will continue to receive the same hourly rate of pay, without any reduction, except as indicated in **B-16 & B17**.

B-14 All employees who are overscale as defined in **B-7** above in the employ of the Company on **September 28, 2023**, shall receive the same increases on the same dates that are given to other top-rated employees.

B-15 **Northern Allowance For Full-Time Employees (City Of Thompson Only)**

The Northern Allowance shall be paid to full-time employees after completion of three (3) calendar months of service. This allowance will apply to all hours worked or paid, including overtime, vacations, general holidays and also while on sick leave.

The Northern Allowance shall be:

| | |
|--------------------|---------------------------------|
| Single: | forty four (44¢) cents per hour |
| Major Wage Earner: | eighty six (86¢) cents per hour |

Definitions: Northern Allowance for Single will apply to all full-time employees.

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

B-16

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

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

B-17

Retroactive Pay

All employees shall receive full retroactive pay to **September 28, 2023**, for all hours worked and/or paid. Retroactive pay shall be paid to all employees within thirty (30) calendar days following the date of Union ratification of this Agreement. Retroactive pay shall be issued to each employee in the bargaining unit on paycheques that are separate and apart from their normal earnings.

APPENDIX "C"

BAKERY PRODUCTION DEPARTMENT
ONLY

C-1

Wages

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

C-2

Payment for Work in a Higher Classification

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

APPENDIX "D"

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

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

APPENDIX "E"

RE: Conversion of Store to No Frills

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

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

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

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

Hourly rate of pay and class hours

Health and Welfare benefits and pension

Dental benefits

Vacation entitlement

Seniority date

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

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

- 3) Exercise their bumping rights as per Article 19 of the collective agreement.

Full-Time

Active full-time employees in the store which is converting who are laid off because there is not an available full-time position will be entitled to severance pay of four (4) weeks' pay per year of completed service to a maximum of \$75,000.

The remaining active full-time employees will be placed into available full-time positions based upon their seniority and their ability and qualifications, and will be paid a buy down allowance of two (2) weeks' pay per year completed service to a maximum of \$75,000 and will slot into the rate of pay that is closest to their former Extra Foods rate of pay.

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

They will be covered by all the terms and conditions of the No Frills collective agreement.

Part-Time

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

The remaining part-time employees will be placed into available part-time positions based upon seniority and their ability and qualifications, and will be paid a buy down allowance of two (2) weeks' pay per year of completed service to a maximum of \$15,000.

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

Employees will slot into the rate of pay that is closest to their former Extra Foods rate of pay. Part-time employees would be credited with the minimum hours corresponding to their new rate of pay and would progress accordingly.

They will be covered by all the terms and conditions of the No Frills collective agreement.

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

General

Employees who are placed with No Frills will be rank ordered based upon their seniority date with their previous Employer and be placed ahead of any new employees that may be hired.

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

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

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

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

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

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

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

APPENDIX “F”

YIG Conversion Letter

Extra Foods Store Conversion to Your Independent Grocer (YIG)

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

- 1) Accept the full YIG terms associated with the buy-down; OR
- 2) maintain their Extra Foods economic terms;

Hourly rate of pay and class hours

Health and Welfare benefits and pension

Dental benefits

Vacation entitlement

Seniority date

Pension (to be determined by the parties six (6) months prior to a store conversion which results in a cost neutral solution).
- 3) Exercise their bumping rights as per Article 19 of the collective agreement.

In the event of an Extra Foods store conversion to a Your Independent Grocers (YIG), pre-ratification employees will be entitled to two (2) weeks' pay per year of completed service to buy-down to an available position in the franchise store. For full-time employees the maximum buy-down payment is \$75,000 and the minimum payment is \$10,000. For part-time employees the maximum buy-down payment is \$15,000. Pre-ratification part time employees with 1 year or more of service as of the date of conversion will receive no less than \$1000 and pre-ratification part time employees with less than 1 year will receive no less than \$500.

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

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

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

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

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

- i) to have their Options held in abeyance pending their return to work;
or
- ii) to exercise their Option at any point during their absence, subject to being cleared to return to work, where applicable.

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

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

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

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

LETTERS OF UNDERSTANDING

BETWEEN:

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

AND:

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

1. **Five Minute Leeway:**

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

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

Five Minute Leeway Trial:

The parties agree to pilot a five (5) minute "rounding rule" with respect to the Company's time recording process at an agreed upon location(s) specific to the Five Minute Leeway.

All punches up to five (5) minutes before or after the shift starting or ending time will be rounded to the scheduled starting or ending time.

The trial period for the pilot shall be no more than six (6) months from the date the trial commences. The parties agree the trial period may be shorter than six (6) months should the Company deem the trial unsuccessful. The pilot shall commence within one (1) year from the date of ratification.

This agreement is without prejudice to the Company's ability to discipline for employee attendance issues.

2. **LIST OF DEPARTMENTS**

Superstore:

1. Front End
2. Courtesy Clerk
3. Produce
4. Deli
5. Bakery
6. Meat / **Seafood**
7. Right Hand Side (Leisure/H&G, Home, Electronics)
8. GM Replenishment (HABA)
9. Replenishment (Grocery)
10. Joe Fresh
11. Store Services
12. Perpetual Inventory (SAP/Receivers)
13. Optical
14. PC Express
15. Pharmacy
16. Natural Foods
17. **Cannabis**

3. **Guarantee Schedule**

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

| Eligible Employees | Number in Group | 28 Hour Guarantee | 24 Hour Guarantee | 20 Hour Guarantee |
|--------------------|-----------------|-------------------|-------------------|-------------------|
| 1 | 0 | - | - | - |
| 2 | 1 | 1 | - | - |
| 3 | 1 | 1 | - | - |
| 4 | 1 | 1 | - | - |
| 5 | 2 | 1 | 1 | - |
| 6 | 2 | 1 | 1 | - |
| 7 | 2 | 1 | 1 | - |
| 8 | 3 | 1 | 1 | 1 |
| 9 | 4 | 1 | 1 | 2 |

| | | | | |
|-------|----|----|----|----|
| 10 | 4 | 1 | 1 | 2 |
| 11 | 4 | 1 | 1 | 2 |
| 12 | 5 | 2 | 2 | 1 |
| 13 | 5 | 2 | 2 | 1 |
| 14 | 6 | 2 | 2 | 2 |
| 15 | 6 | 2 | 2 | 2 |
| 16 | 6 | 2 | 2 | 2 |
| 17 | 7 | 2 | 2 | 3 |
| 18-19 | 7 | 2 | 2 | 3 |
| 20-21 | 8 | 3 | 3 | 2 |
| 22-23 | 9 | 3 | 3 | 3 |
| 24-25 | 10 | 3 | 3 | 4 |
| 26-28 | 11 | 4 | 4 | 3 |
| 29-31 | 12 | 4 | 4 | 4 |
| 32-34 | 13 | 4 | 4 | 5 |
| 35-36 | 14 | 5 | 5 | 4 |
| 37-38 | 15 | 5 | 5 | 5 |
| 39-41 | 16 | 5 | 5 | 6 |
| 42-43 | 17 | 6 | 6 | 5 |
| 44-46 | 18 | 6 | 6 | 6 |
| 47-48 | 19 | 6 | 6 | 7 |
| 49-51 | 20 | 7 | 7 | 6 |
| 52-53 | 21 | 7 | 7 | 7 |
| 54-55 | 22 | 7 | 7 | 8 |
| 56-58 | 23 | 8 | 8 | 7 |
| 59-61 | 24 | 8 | 8 | 8 |
| 62-63 | 25 | 8 | 8 | 9 |
| 64-66 | 26 | 9 | 9 | 8 |
| 67-68 | 27 | 9 | 9 | 9 |
| 69-71 | 28 | 9 | 9 | 10 |
| 72-73 | 29 | 10 | 10 | 9 |
| 74-75 | 30 | 10 | 10 | 10 |
| 76-78 | 31 | 10 | 10 | 11 |
| 79-81 | 32 | 11 | 11 | 10 |
| 82-83 | 33 | 11 | 11 | 11 |
| 84-86 | 34 | 11 | 11 | 12 |
| 87-88 | 35 | 12 | 12 | 11 |
| 89-91 | 36 | 12 | 12 | 12 |
| 92-93 | 37 | 12 | 12 | 13 |

| | | | | |
|--------|----|----|----|----|
| 94-95 | 38 | 13 | 13 | 12 |
| 96-97 | 39 | 13 | 13 | 13 |
| 98-100 | 40 | 14 | 13 | 13 |

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

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

Notwithstanding 19.13 (a) and (b) the following shall apply. The senior forty (40%) percent of unrestricted employees in a department, excluding Courtesy Clerks, shall hereafter be called "the Group" and be scheduled as follows:

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

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

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

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

- (1) The Union will be notified of the names of those who have been promoted to the new Grocery Night Shift Supervisor position, upon their selection by the Company.
- (2) There will be one (1) designated Grocery Supervisor and one (1) designated Grocery Night Shift Supervisor per store, both having supervisory authority over all employees in the Grocery Department.
- (3) The additional Grocery Night Shift Supervisor position will be created only in the Real Canadian Superstores.

- (4) There will be no deletion of the Lead Hand position in stores in which a Grocery Night Shift Supervisor position is created.
- (5) The Grocery department will continue to be one (1) Department, with the scheduling and guarantee of hours being assigned on a single Department basis for the duration of this Agreement. This position does not constitute an erosion in the Company's ability to create new departments under Article 19.17 of the Collective Agreement.
- (6) There will be no loss of bargaining unit hours as a result of the creation of the additional Grocery Night Shift Supervisor position. The Union and the Company will recognize the traditional fluctuations in hours worked as they relate to the normal and seasonal fluctuations in business.
- (7) The full-time ratios, as per Article 7 of the Agreement, will be maintained.

5. **Joint Labour Management Committee**

- (a) The Company and the Union agree to establish a Joint Labour Management Committee (JLM) to address issues of concern to employees, the Company and the Union. The meetings will be held bi-annually at a store or otherwise mutually agreed location.
- (b) The Committee will consist of senior local management, Labour Relations Manager(s), full-time Union Representatives, and up to six (6) bargaining unit employees.
- (c) Upon mutual agreement, the parties may convene additional meetings to those indicated above. The Vice-President of Human Resources and the President of the Union will endeavour to attend one meeting per year.

6. **Winter Conditions**

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

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

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

7. **Floor Burnishers**

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

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

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

9. **Loss Prevention**

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

10. **Supervisory Relief**

The parties agree that individuals assigned by the Company to relieve a supervisory position due to maternity, parental/ adoption leave, sick leave,

weekly indemnity, Workers Compensation or long-term disability will not be subject to the language in Article 19.11 and Appendix A-1.

Notwithstanding, the language in Article 19.11 and Appendix A-1 shall apply only where the assignment to relieve a Supervisory role exceeds twenty-four (24) months.

11. Front End Merger

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

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

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

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

A master list of which areas employees are trained to work will be kept at customer service and will be available to be reviewed by the Steward and /or Union Representative.

12. Store Support Crew

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

1. With the exception of one (1) supervisor in Manitoba, the employees will be bargaining unit members to a maximum of 25 (or more by mutual agreement), subject to all language in the collective agreement.
2. These personnel will be reimbursed for meal, hotel and travel costs when travel is required.

3. These personnel will perform reline work, backroom organization work, seasonal changeovers and general assistance. With the exception of seasonal changeover these duties can only be performed during the renovation or construction of a store.
4. There will be no reduction of regular hours and existing employees of departments where store support is performing work will have the first opportunity for overtime hours.
5. Store Support Crew personnel will be paid any eligible premiums applicable to the work location.
6. The employer agrees to post the positions in the Manitoba Loblaw Companies Ltd. stores.
7. Senior employees who apply and are able to perform the work will fill the positions. More than one employee from a department within a store can fill a position unless it becomes operationally unfeasible.
8. Employees will be classified service clerks and will be paid their actual wage rate or fifteen (\$15.00) dollars per hour, whichever is greater.

13. **Opportunity Clause**

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

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

14. **Safety Footwear**

The Company is committed to sourcing a supplier of safety footwear, **and also committed to ensuring that lower cost options for employees through suppliers are made available.** The Company will meet and select a suitable supplier **to secure** the lowest cost option for employees. The Company will securing the discounted rate by no later than December 31st, **2023.**

15. **Store Closure**

Part-time

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

The Company will provide employees with a list of vacancies in stores as per Article 19.19. Employees will then have one (1) week to rank their preference of their available vacancies.

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

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

Once vacancy selection has been completed, employees who have elected to bump, or have not been placed in a vacant position, will be subject to the bumping procedure in 19.20 (a) and will be provided with one (1) additional option for bumping. The process will be completed a minimum of two (2) weeks in advance of the store closure.

Full-time

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

16. **The Company will continue** to hire and support persons with disabilities in the workplace. The objective is to hire worker(s) who identify as having a disability (intellectual/cognitive/physical). The **Company and the Union** will **cooperate with each other in working** towards the workers' success in attaining and retaining gainful employment, **and** integrating **reasonable** supports and accommodations that workers **may** need, including working with social service agencies that currently work with this population.

17. DIGITAL PROCESSES

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

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

18. SELF-CHECKOUT

The Company commits to meet with the Union when requested, to discuss any issues related to self-checkouts. The Company further commits to providing a minimum of two (2) weeks' notice to the Union prior to any additional self-checkouts being added to any store.

19. TRANSITION OF VACATION YEAR

During negotiations for the September 28, 2023 renewal of the Collective Agreement between the parties, the vacation year was moved from April 1st – March 31st to January 1st – December 31st for full time employees.

Part-time employee's vacation pay was also moved from a one-time annual pay out to a vacation pay allowance for each pay period. There will be a one-time option for those employees with twenty-three (23) years of service as of December 31, 2023 to continue to receive vacation pay allowance.

As a result, the following provisions have been negotiated between the parties to help facilitate a smooth transition for the 2024 vacation year.

1. These changes will not reduce the vacation pay entitlements employees would have otherwise received prior to implementation.
2. For the 2024 vacation year, full time employees who have not taken all of their vacation by December 31st, 2023, will have the

ability to carry over all outstanding vacation time, which must then be used by December 31st, 2024 in addition to their annual vacation accrual.

3. Part time employees with twenty-three (23) years of service or more at December 31, 2023 will have a one-time option to continue to receive vacation pay allowance based on their previous year's total wages earned from January 1st to December 31st. The Company will provide a document to these eligible employees prior to November 15th, 2023 for them to complete and return to the Company by no later than November 30th, 2023. A copy of the completed document will be provided to the employee and the Union. If an employee fails to complete and return the completed document to the Company by November 30th, 2023, they will be deemed to have "opted out" of remaining with the annual part time vacation pay out. Should there be any discrepancies or issues that arise from completing this document, the parties will meet to resolve.
4. Any eligible part time employees who are on leave at the time of this transition will remain in the annual vacation pay out, until they return from said leave.
5. Once an eligible part time employee "opts out" of the annual vacation pay out, they are not permitted to opt back in and will have their vacation pay paid out on each cheque as outlined in the first paragraph of Article 11.13 of the Collective Agreement.
6. Part time employees will be able to see their vacation pay paid on their paystubs and it will be itemized on a separate line for review. The Company will provide a sample document which will be posted in each store and copies provided to the Union by December 31st, 2023, which will show how the vacation pay will appear on the paystub and how it is calculated.
7. The parties further agree that if there was any matter not contemplated by parties during negotiations that arise as a result of moving the vacation year, they will meet to resolve the issue, failing which the issue may be subject to the grievance and arbitration provisions of the Collective Agreement.
8. Part time employees (with the exception of the eligible part time employees who opt out and who will have their 2023 annual vacation pay paid out in January 2024) will have their existing vacation accrual paid out on the December 15, 2023 deposit date, and their vacation pay allowance paid on each pay cheque, shall

begin the first full pay period commencing December 10, 2023.

20. SHIFT MARKETPLACE

- (a) A pool of unfilled work shifts from a store may be made available to interested part-time employees (“Shift Marketplace.”).
- (b) Interested part-time employees, may select work shift assignments from the Shift Marketplace in accordance with Article 5.16 of the agreement, provided they have the skill, ability and qualifications to perform the work. Selection of work shifts shall not unreasonably be denied.
- (c) Unfilled work shifts are defined as those that were not scheduled or assigned to part-time employees in a specific store through the posted work schedule. No shifts can be put onto the marketplace or out to offer by the Company that could have been scheduled in accordance with Article 19.12 of this agreement.
- (d) Part-time employees may select shift assignments such that their combined total weekly hours (through posted work schedule(s) and Shift Marketplace), do not exceed any maximum of hours that would require the payment of overtime. In addition, Article 19.11 shall not apply.
- (e) Participation in Shift Marketplace shall be voluntary.
- (f) To ensure equal and fair access to select shifts on a first come, first served basis, the Company will make available to all employees who do not have access to the mobile application, a “work station computer” to help facilitate shift selection, as well as, provide training upon request. Any requests for training will be honoured as soon as possible, and shall not unreasonably be denied.
- (g) Where concerns or issues arise, the Company agrees to provide scheduling information to the Union that may be required to investigate concerns.
- (h) Personal mobile devices (e.g. your own smartphone or smartwatch) may be used during an employee’s working hours, provided the use of their device is in accordance with Company

policies and guidelines. The employee must exercise proper judgement and common sense with the use of their device; recognizing health and safety, food safety, and customers come first.

21. PART-TIME CROSS-TRAINING

- (A) Part-time employees who wish to be considered for cross-training opportunities may at any time make their intentions known on a form provided by the Company (the form may be through digital delivery). The Company will maintain a running list of interested candidates by seniority within each store.**
- (B) The list of interested candidates will be in order of seniority. Where the Company decides to initiate cross-training, it will not unreasonably deny requests. Once a candidate has been selected for cross-training, they will be removed from the running list in order that other potential candidates be given consideration. Where a candidate declines an offer to be cross-trained, their name shall be maintained on the list and they will be provided with a further cross-training opportunity should one arise. Where a cross-trained employees' hours in an additional department(s) are materially reduced on an ongoing basis due to business circumstances (excluding downward seasonal sales fluctuations), the employee may re-apply to the running list of interested candidates and the Company will not unreasonably deny such requests.**
- (C) Employees selected to be cross-trained in a minimum of one (1) additional department must maintain available anytime status as described in the Collective Agreement and shall be required to serve a probationary period of one hundred sixty (160) hours worked in each department(s) for which they are cross-trained. In the event an employee does not maintain the minimum availability requirement and/or does not successfully complete the required probationary period(s), they will no longer be scheduled in the additional department(s) and will not be eligible for further cross-training opportunities for a period of three (3) months.**

- (D) Part time employees who have been cross-trained may also be scheduled in additional department(s). In such instances, the cross-trained employee shall be considered the most junior employee for purposes of scheduling in that department, such that they receive an equal or lesser amount of weekly hours in that department, relative to a senior employee in that department who has the skill, ability, knowledge to perform the work and is available.**

Where two (2) or more cross-trained employees are scheduled in the same additional department(s), seniority for purposes of scheduling shall be based on length of service within the department.

- (E) Employees receiving a scheduling guarantee as outlined in Article 19.13, shall receive those hours in their primary department and any cross-training scheduled shift(s) would be in addition to that guarantee.**
- (F) The Company may choose to hire a new employee(s) as opposed to scheduling cross-trained employees in additional department(s). There is no requirement to provide hours beyond the employee's primary department schedule.**
- (G) Employees do not have the right to exercise a preference to work in a specific department(s).**
- (H) Cross-trained employees may be scheduled more total weekly hours (total store) than a senior employee as a result of being cross-trained and scheduled in additional departments.**
- (I) Cross-trained employees may be moved to a new primary department in accordance with Article 19.17.**
- (J) Employees that are cross trained in a department are included in the calculation in determining "the group" as outlined in 19.13 (b) (i).**
- (K) The Company shall provide the Union Representative with a copy of the cross-training list upon request.**

22. FULL-TIME BENEFITS COVERAGE

The Parties agree that the Company will provide access to full-time benefits coverage through the Company's Group Insurance Plan in substitution of those currently provided under the Health and Welfare Trust. It is understood that such benefits must be provided at a level that is the same or better than existing benefits coverage under the Health and Welfare Trust.

The Parties will meet within ninety (90) days of the ratification of the Collective Agreement with a view to transition full time employee benefits coverage to the Company's Group Insurance Plan and discontinue participation for full-time employees in the Health and Welfare Trust no less than six (6) months from the date of the initial meeting.

Part-time benefits coverage through the Health and Welfare Trust for both Tier one and Tier two employees will not be negatively impacted as a direct result of full-time employees transitioning to the Company's Group Insurance Plan.

- 23.** In the event the Company, at any point in the future, operates a store under the Extra Foods Banner, the Collective Agreement shall be amended to include the Extra Foods language that was removed at the 2023 negotiations.

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

SIGNED THIS day of , 2023.

FOR THE UNION:

FOR THE COMPANY:

Jeff Traeger

Mark Oliveira

LETTER OF AGREEMENT

BETWEEN:

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

AND:

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

Removal of Language for Reference Extra Foods

The Parties agree to delete all language references to the Extra Foods banner throughout the Collective Agreement.

In the event the Company, at any point in the future, operates a store under the Extra Foods Banner, the Collective Agreement shall be amended to include the Extra Foods language that was removed at the 2023 negotiations as agreed in this letter.

This Letter of Agreement is pertaining to the attached group of articles being removed from the collective bargaining agreement expiring September 28, 2023.

1. Article 1.02(A) Exclusions – Extra Foods Stores
2. Article 10.03 (Meat Department Manager (Extra Foods only))
3. Article 19 Seniority (Preamble)
4. Article 19.09
5. Appendix B-20 in its entirety

This Letter of Agreement is part of the collective bargaining agreement expiring September 28, 2028

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

SIGNED THIS day of , 20**23**.

FOR THE UNION:

FOR THE COMPANY:

Jeff Traeger

Mark Oliveira

LETTER OF AGREEMENT

BETWEEN:

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

AND:

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

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

This will confirm the Company's assurance to maintain full-time employment to all employees who were full-time on September 28, **2023**. Full-time employees are employees who were full-time as of September 28, **2023**. The following list of names shall constitute the assured group (errors and omissions excepted). This assurance of full-time employment shall continue for the duration of the present collective agreement.

The assurance of full-time employment will not apply in the case of just cause dismissal **or demotion** unless redressed by arbitration or agreement between the Company and the Union. In the event of the closure of a store in a one-store location, town, or city, full-time employees may have to move to another location in order to maintain full-time employment.

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

The appropriate list of employees who were full-time in the employ of the Company on September 28, **2023**, and continue to be full-time as of September 28, **2023**, shall be as per the following list, errors and omission excepted.

Full-Time Employees as of September 28, 2023

| | |
|----------------|-------------|
| Abaoag | Jenny |
| Adams | Kyah |
| Agcaoili | Aniceto |
| Ahdi | Aziz |
| Ahmed | Khurshid |
| Ahn | Byung Chan |
| Alemania | Nina |
| Allard | Yvonne |
| Ambay | Roderick |
| Ambay | Justino |
| Amelo | Danilo |
| Athanasopoulos | Elli |
| Baker | Andrew |
| Baluyot | Christopher |
| Banilbo | Jessie |
| Bannatyne | Sean |
| Barbula | Angelika |
| Barre | Daniel |
| Barry | Brenda |
| Basibas | Allen |
| Bastien | Sherri |
| Bautista | Caryn |
| Beco | Nelson |
| Belov | Sam |
| Bergen | Susan |
| Bihun | Donald |
| Bodner | Josh |
| Boiteau | Bryce |
| Boniello | Rocco |
| Boone | Clarence |
| Boparai | Pavandeep |
| Bordush | Mark |
| Bouvier | Christopher |
| Bowerman | Myron |
| Brant | Liana |
| Bratzke | Carman |
| Broome | Bradley |
| Brown | Florette |
| Brown | Jabez |
| Brown | Joey |
| Bruno | Ruben |

| | |
|-----------------|-----------|
| Bryan | Brenda |
| Bueckert | Shauna |
| Bunn | Ian |
| Buoncore | Giuseppe |
| Burka | Alex |
| Cabela | Lodilyn |
| Cabugao | Maria |
| Camargo | Angie |
| Campbell | Cheryl |
| Carrette | Joseph |
| Carriere | Robert |
| Carriere | Brendan |
| Caruso | Corinne |
| Chapil | Jessica |
| Chester | David |
| Chisamore | Donna |
| Clemens | Janice |
| Clowes | Shauna |
| Clunis | Audria |
| Coleman | Dana |
| Collier | Abigail |
| Collins-Valenti | Thomas |
| Concepcion | Marissa |
| Conway | Sean |
| Crabtree | Kevin |
| Cristobal | Bartolome |
| Cristobal | Redentor |
| Cuevas | Brynnen |
| Dacosta | Manuel |
| Davidson | Wayne |
| Davidson | Tanner |
| Davy | David |
| DE LA Cruz | Roberto |
| Decelles | Amanda |
| Dela Cruz | Henry |
| Derksen | Elleah |
| Desiderio | Alfrie |
| Dinh | Phong |
| Doan | Quy |
| Doroni | Sotero |
| Dorsett | Debra |
| Douglas | Agnieszka |
| Du | Kyle |

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| Ducharme | Lorena |
| Dueck | Ashton |
| Dueck | Lena |
| Dugay | Josefino |
| Dyck | Sherry |
| Dyck | Mary |
| Dyck | Lilia |
| Ellingson | Jessy |
| Enns | Tim |
| Enns | Dyllan |
| Enns | Susana |
| Ens | Kurtus |
| Ewasiuk | Michael |
| Fehr | Katharina |
| Fines | Jeffery |
| Flett | Larissa |
| Flett | Jerry |
| Foidart | Charlene |
| Follhoffer | Erwin |
| Fontaine | Ryan |
| Francisco | Gloria |
| Frani | Jan |
| Friesen | Tyler |
| Fyfe | Eric |
| Gaddi | Maria |
| Gaetz | Elaine |
| Gagnon | Ginette |
| Garcia | Angielene |
| Gariepy | Kelly |
| Gatchallan | Rey |
| Genaille | Jason |
| Geron | Julie |
| Geslani | Filipina |
| Ghafuri | Sayed |
| Gill | Sarbjeet |
| Gledhill | Harland |
| Gopaul | Kamless |
| Gravador | Amanda |
| Groening | Christopher |
| Guan | Shuer |
| Guimond | Vincent |
| Gurung | Lakki |
| Gutierrez | Martha |

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|--------------------------|-----------|
| Hansen | Andrew |
| Hansen | Eric |
| Harrison- Brescianini | Susanna |
| Hegic | Erves |
| Henry | Taylor |
| Hernandez | Aristo |
| Hiebert | Donald |
| Hill | Shannon |
| Hoang | Jason |
| Impey | Brian |
| Irwin | Stephanie |
| Isleifson | Morgan |
| Janzen | Jason |
| Jarvis | Michael |
| Jaure | Danny |
| Jeffery | Amanda |
| Johnson | Jennifer |
| Jolicoeur | Rheal |
| Karimi | Naim |
| Kaur | Harpreet |
| Kebede | Getachew |
| Khamvongsa | Claricel |
| Khangura | Narender |
| Kitsa | Isaac |
| Klassen | Cody |
| Kliewer | Shelly |
| Kohanchuk | Michael |
| Kohut | Dustin |
| Kolodka | Jared |
| Kovar | Diane |
| Kowaluk | Trevor |
| Krawchuk | Kevin |
| Krywenko | Eric |
| Kuldys | Michelle |
| Kulyk | Tracey |
| Kuprowski | Cheryl |
| Kwizera | Bernard |
| Kwon | Namsuk |
| La | Thanh |
| Lacke | Nelly |
| Lake | Robert |
| Lamarre | Jennifer |

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| Lamirande | Aaron |
| Laniga | Lynne |
| Lanthier | Marc |
| Laurent | Dennis |
| Lawson | Kristen |
| Le Clerc | Matthew |
| Lebrun | Claudette |
| Leclair | Debra |
| Lenz | Annette |
| Letandre | Ronald |
| Leung | Jeffrey |
| Leveille | Isabelle |
| Leyba | Elyssa |
| Lipps | Sheila |
| Loranger | Kelly |
| MacDonald | Colton |
| Madhosingh | Anthony |
| Magotiaux | Roberta |
| Main | Samantha |
| Makinano | Lucy |
| Mallari | Cely |
| Mallows | Lori |
| Mansuri | Asjad |
| Marino | Lawrence |
| Marston | Randy |
| Martens | Lloyd |
| Martens | Helena |
| Martin | Jordan |
| Martin | Kelly |
| Marynowski | Judy |
| Maxwell | Sara |
| McInnes | Dan |
| McNab | Colin |
| McRae | Michael |
| Mendoza | Maria Cecilia |
| Meurrens | Steve |
| Meyers | Troy |
| Mironuk | Alvin |
| Moroz | Jane |
| Naniong | Johnson |
| Nazareth | Rogelio |
| Nerbas | Scott |
| Ngo | Hannah |

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| Nguyen | Quan |
| Nguyen | Duc |
| Nguyen | Ken |
| Nguyen | Anna |
| Nickel | Ken |
| Nicolas | Mary Ann |
| Nicolychuk | Jason |
| Nieman | Jennifer |
| Nieman | Dustin |
| Normand | Dan |
| O'Dell | Ernest |
| Omerkadic | Nermin |
| Padasas | Gomar |
| Park | Sun Hee |
| Parker | Dustin |
| Patel | Pinali |
| Patenaude | Lisa |
| Pauls | Walter |
| Pauls | Matthew |
| Paulusma | Derrick |
| Pawchuk | Brant |
| Pearson | Nicholas |
| Penhall | Sophia |
| Penner | Scott |
| Perchaluk | Wade |
| Perez | Edilberto |
| Peters | Evan |
| Petrie | Carole |
| Pietrafesa | Wilfred |
| Prasmo | Edwin |
| Radicchi | Roberto |
| Ragasa | Remo |
| Raill | Paige |
| Raya | Lawrence Nico |
| Reyes | Maria Nina |
| Riezebos | Albert |
| Risbey | Jessica |
| Rivera | Reynaldo |
| Roberts | Ryan |
| Roberts | Carrol |
| Robles | Marcelino |
| Rochon | Stefan |
| Ross | Stephen |

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|-------------|------------|
| Rybak | Nancy |
| Samac | Maria |
| San Esteban | Ben |
| Santin | Judith |
| Santos | Cheryl |
| Santos | Carolyn |
| Schaap | Serena |
| Schade | Janet |
| Scheling | Erna |
| Scheling | Maria |
| Schnell | Scott |
| Seaman | Michael |
| Sesay | Alansan |
| Shelvey | Rachelle |
| Sherpa | Pema |
| Sicinsky | Sheldon |
| Sierks | Karl |
| Silang | Elma |
| Sime | Nancy |
| Sime | Emerson |
| Simpson | Lynn |
| Sinkovits | Gary |
| Sivakumaran | Piraathees |
| Skinner | Aaron |
| Slater | Jeffrey |
| Snider | Kimberly |
| Solohubow | Chris |
| Spence | Garnet |
| Spence | Ella |
| Spence | Wilson |
| Spence | Robert |
| ST Pierre | Paul |
| ST Pierre | Rheal |
| Stephen | Clinton |
| Stubbert | David |
| Stubbs | Chris |
| Swan | David |
| Swan | Creedon |
| Sydoruk | Heather |
| Tagay | Virgenia |
| Takahashi | Katsumiki |
| Tamrakar | Roshalie |
| Taylor | Llewelyn |

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| Tesluk | Glen |
| Thangalingam | Jeyakanthan |
| Therrien | Scott |
| Therrien | Andrew |
| Thorvaldson | Denise |
| Tokaryk | Richard |
| Toupin | Dwight |
| Tucker | Russell |
| Turney | Kevin |
| Valmonte | Bernadette |
| van Santen | Annie |
| VanAssen | Colby |
| Vu | Cassidy |
| Walker | Tom |
| Walker | Karen |
| Wall | Anthony |
| Wall | Joshua |
| Ward | Laurie |
| Warman | Kimberly |
| Wasyliw | Peter |
| Wattman | Cherise |
| Weiss | Ken |
| Wiebe | Jonathan |
| Wilcox | Donna |
| Winters | Deborah |
| Winters | Kristine |
| Wishnowski | Alison |
| Wolfe | Terry |
| Wood | Jocelyn |
| Wood | Darnel |
| Wurst | John |
| Yaworski | Cordelia |
| Yuen | Tyson |
| Zaleski | Colleen |
| Zamora | Wilfredo |
| Zapotochny | Randy |

Errors & Omission excepted.

This Letter of Agreement is part of the collective bargaining agreement expiring September 28, 2028

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

SIGNED THIS day of , 2023.

FOR THE UNION:

FOR THE COMPANY:

Jeff Traeger

Mark Oliveira

Declaration of Availability – Part-time Employees

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

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

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

Important Factors to Consider:

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

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

Print Name: _____

Witness: _____

Signature: _____

Date: _____

Store No/ Employee #: _____

TO: THE NEW EMPLOYEE:

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

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

UNION SHOP

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

2. New employees will be considered for previous experience credit to a maximum of **six thousand (6000) hours** in their designated classification, provided:

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

ii) twelve (12) months have not elapsed since their last day worked.

It shall be the responsibility of the employee to supply reasonable proof of their previous experience within ninety (90) calendar days of employment. Otherwise, all claim for credit for previous experience shall be forfeited by the employee. Reasonable proof will mean that if past employment records are not obtainable, the Union records, income tax records, or other similar documents will be acceptable. The hourly rate for recognized credit will be effective from the first day of employment.

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

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

No consideration will be given to any disagreements pertaining to credit for previous experience if presented later than ninety (90) calendar days from the date of employment.

MEMBERSHIP APPLICATION



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

CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION

| | | | | | |
|--------------------|--------------------|---------|--|------------------------|---|
| LAST NAME | FIRST NAME | INITIAL | GENDER | DATE OF BIRTH (DAY/MY) | U.I. NO. (RANCH) NO. |
| MAILING ADDRESS | | CITY | PROVINCE | POSTAL CODE | HOME PHONE |
| PREFERRED LANGUAGE | E-MAIL ADDRESS | | DATE OF HIRE (DAY/MY) | | I hereby authorize the use of my S.I.N. for identification purposes and to verify union dues received and make payments to me as required. (Cross out if you do not agree.) |
| ORGANIZATION NAME | JOB TITLE/LOCATION | | DOCUMENT NO. | | |
| CLASSIFICATION | FLOOR NO. | | FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/> CASUAL <input type="checkbox"/> OTHER <input type="checkbox"/> | | |

I hereby authorize for them to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required. (Cross out if you do not agree.)

I declare that the information provided is true and correct. I agree that all monies paid by me shall be for-
 fested and I have declared that I am not a member of any other union. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and
 handling of grievances. I further authorize the Union to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required. (Cross out if you do not agree.)
 policies and procedures to ensure privacy and protection of personal information. United Food & Commercial Workers Local No. 832 has consented from third parties that receive personal
 information from the Union. I understand that the Union will safeguard and protect my personal information from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW
 Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.

APPLICATION FOR MEMBERSHIP ☒ DATE SIGNED _____ LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE _____

X

Visit the Union's website @ www.ufcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 766-3655 or 1-888-832-6832.