

EXPIRY: OCTOBER 27, 2018

COLLECTIVE AGREEMENT

**BETWEEN: SOBEYS WEST INC.
(WINNIPEG WAREHOUSE)**

**AND: UNIFOR
LOCAL 468**

WHEREAS the Company and the Union desire to co-operate in establishing and maintaining conditions which will promote and improve industrial and economic relations between the Company and the employees covered by this agreement, and to provide methods for a fair and peaceful adjustment of all disputes which may arise between them so as to secure full employment, uninterrupted operations, and general stabilization of employment and industry.

NOW, THEREFORE, the Union and the Company mutually agree as follows:

SECTION 1 - BARGAINING AGENCY

1.01 The Union is recognized as the sole agency for the purpose of collective bargaining as long as such agency is designated by fifty-one (51%) percent or more of the employees in the classifications herein listed coming under the jurisdiction of this Agreement in the grocery warehouse, perishable goods warehouse, salvage warehouse, and engineer-maintenance department, located at 1000 King Edward Street, Winnipeg, Manitoba, and the frozen food warehouse located at 1265 Empress Street, Winnipeg, Manitoba.

1.02 The parties agree that all existing positions currently excluded from the Collective Bargaining agreement will continue to be excluded. That list includes Supervisors and above, Clerical, Administrative, Independent Sales People, and Quality Control. Any request for additional exclusions will be discussed and resolved by mutual agreement between the parties.

SECTION 2 - UNION ESTABLISHMENT

- 2.01** Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new employee whose employment commences hereafter, shall within thirty (30) days after commencement of his employment, apply for and maintain membership in the Union as a condition of employment.
- 2.02** The Company agrees that all new employees shall on the first day of employment sign a post-dated application for membership in the Union effective within thirty (30) days, which shall provide for Company deduction of initiation fees and union dues. Application forms shall be supplied by the Union.
- 2.03** The Company agrees to deduct from the wages of each employee the nominal monthly dues which are authorized by the Union in accordance with Section 68 of the Labour Relations Act, of the Province of Manitoba.
- 2.04** All sums deducted, together with a record of those from whom such deductions have been made, and the amount shall be forwarded to the Union office. Deductions shall be made each week from an employee's wages, and such deductions shall be forwarded to the Union within twenty (20) calendar days of the four (4) or five (5) week ending of the Company's accounting periods.
- 2.05** There shall be no discrimination against any employee because of lawful union activity.
- 2.06** The amount of union dues deducted from an employee during the calendar year shall be shown on the employee's T-4 slip.
- 2.07** Management will introduce an employee to the warehouse Shop Steward after completion of the employee's first week of work.
- 2.08** Annually upon request by the Union, the Company will supply an up to date employees list in alphabetical order that includes the employee's name, address **and phone number**.

SECTION 3 - HOURS OF WORK AND OVERTIME

3.01 Hours of work and overtime provisions shall be set out in the Appendices and shall form part of this Agreement.

SECTION 4 - HOURLY WAGE RATES OF JOB CLASSIFICATION

4.01 The hourly rates and job classifications shall be set out in the Appendices and shall form part of this Agreement.

It is understood and agreed that these minimum rates of pay may be exceeded due to retention and attraction issues that may arise as a result of the job market in Winnipeg. If such action is contemplated by the Company it will advise the Union in writing including the details and meet to discuss and resolve the issue in good faith. In no event will the top rate for a classification be exceeded without the agreement of the Union.

4.02 Job Classification

When a new job classification is established, the rate shall be set by the Company, and the Union shall be advised of such new job classification and rates. If, after thirty (30) days, but not longer than forty-five (45) days from when a new job classification is established, the Union deems the classification or rate of pay to be unsatisfactory, they shall advise the Labour Relations Department in writing and the matter shall be dealt with in accordance with Section 10.05 (2) of this Agreement.

4.03 Shift Premium

An employee working hours between 5:00 P.M. and 5:00 A.M. shall receive a shift premium of eighty-five (85¢) cents per hour for all such hours worked **between 5:00 p.m. and 5 a.m..**

4.04 Part-Time Employees

Part-time employees shall be paid an hourly rate in accordance with their classification.

This clause applies only to employees hired prior to November 27, 2002.

4.05

Relieving Rates

1. Subject to Part (2) of this subsection, any employee required temporarily to fill a position for a period of four (4) or more consecutive hours calling for a higher rate of pay than his own shall receive the higher rate of pay and any employee serving temporarily in a position calling for a lower rate of pay than his own shall receive his own rate of pay. Any part-time employee hired after November 27, 2002 will receive fifty (50¢) cents per hour or the higher rate when relieving, whichever is less.
2. The Company, at its option, may from time to time utilize an employee on a higher rated job classification for purposes of training only, without additional compensation. When practical, senior employees will be given preference. The qualifying period for training only - not relieving, on any higher rated job classification shall be twenty (20) working days or one hundred and sixty (160) hours. Any employee so qualified in a higher rated job classification shall be paid the job classification rate for all hours worked when relieving. Any part-time employee hired after November 27, 2002 will receive fifty (50¢) cents per hour or the higher rate when relieving, whichever is less.
3. It is agreed that any employee who consistently works at a higher rated job other than his own for less than eight (8) hours daily shall be compensated for such work in a manner and at a rate mutually established between the Company and the Union.

4.06

The parties agree that the principle of equal pay for equal work, as outlined in the Manitoba Equal Pay Act, shall apply.

SECTION 5 - VACATIONS

5.01

Effective October 1, 1979, all regular full-time employees hired after October 1, 1979, with less than one (1) year's service with the Company prior to April 1st shall be paid four (4%) percent of their total wages earned during the period of employment, for which no vacation allowance has been paid, up to April 1st. Such an employee may be allowed time off for vacation purposes, without pay, up to two (2) consecutive weeks during the months of April to September inclusive, unless otherwise mutually agreed to between the employee and the Company.

Any regular full-time employee after one (1) year's service shall receive two (2) weeks vacation with pay, and shall take such vacation during the months of April 1st to September 30th, inclusive, unless otherwise mutually agreed to by the Company and the employee.

5.02 Any regular full-time employee, after four (4) or more years of service with the Company, shall receive three (3) weeks vacation with pay, at a time subject to the discretion of the Company.

5.03 Any regular full-time employee, after eight (8) years of service with the Company prior to April 1st shall receive four (4) weeks vacation with pay, at a time subject to the discretion of the Company.

5.04 Effective in 2009 any regular full-time employee, after fourteen (14) years of service with the Company prior to April 1st, shall receive five (5) weeks vacation with pay, at a time subject to the discretion of the Company.

5.05 Effective in 2009 any regular full-time employee, after nineteen (19) years of service with the Company prior to April 1st, shall receive six (6) weeks vacation with pay, at a time subject to the discretion of the Company.

5.06 Effective in 2009 any regular full-time employee, after twenty-three (23) years of service with the Company prior to April 1st, shall receive seven (7) weeks vacation with pay, at a time subject to the discretion of the Company.

5.07 If a part-time employee proceeds to a full-time position his service with the Company for the purpose of determining vacation entitlement shall commence from the date he becomes a full-time employee, subject to Article 5.02.

5.08 A part-time employee proceeding to full-time employment after December 18th, 1989 upon a minimum of one (1) year of full-time service since his 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 to establish the appropriate yearly credit for future vacation entitlements as provided above.

5.09 Employees entitled to four (4), five (5), six (6), or seven (7) weeks vacation with pay, may request same consecutively, providing they are taken outside the regular vacation period and at a time mutually agreed to between the Company and the employee.

5.10 Any employee shall receive vacation pay on a pro-rata basis, i.e. four (4%) percent, six (6%) percent, eight (8%) percent, ten (10%) percent, twelve (12%) percent, or fourteen (14%) percent, as per above vacation schedule in case of termination of employment.

5.11 No employee shall be called back during his vacation unless agreed to between the Company and the employee.

5.12 **Holidays Occurring During Vacations**

When a holiday occurs during an employee's vacation, an extra day's vacation shall be granted if the holiday is one which the employee would have received had he 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 may be given in lieu of an extra day's vacation, or the day may be taken at a date mutually agreed between the Company and the employee. The day must be taken no later than January 31st of the following year.

5.13 Part-time employees shall receive vacation pay allowance in the month of February, calculated in accordance with the Manitoba Employment Standards Code. The vacation pay allowance shall be based on the employee's previous year's earnings (January 1st to December 31st). A part-time employee will be allowed a leave of absence for vacation purposes if requested in writing. This shall be allocated after all full-time employees' vacation has been scheduled.

5.14 The meaning of a year's service for the purpose of determining the appropriate vacation pay shall be in accordance with the Employment Standards Act.

SECTION 6 - HOLIDAY PAY

6.01 The following days shall be considered holidays for which regular full-time employees shall suffer no reduction in pay:

NEW YEAR'S DAY	CANADA DAY	THANKSGIVING DAY
GOOD FRIDAY	CIVIC HOLIDAY	REMEMBRANCE DAY
VICTORIA DAY	LABOUR DAY	CHRISTMAS DAY
BOXING DAY	LOUIS RIEL DAY (3 RD Monday in February)	

providing these holidays or others are proclaimed by Federal, Provincial or Civic Governments.

Any work performed on an observed Holiday or the day recognized as such on the shift, shall be paid at the rate of time and one-half (1 1/2) for the first four (4) hours worked and double time thereafter plus pay for the holiday.

6.02 In order for a regular full-time employee to receive a full eight (8) hours pay for the Holiday, he must:

1. not have been absent from work on the scheduled work day prior to or following such holiday except for bona fide illness or leave granted by the Company;
2. have worked his full regular assigned weekly hours for the week in which the holiday occurred, except for bona fide illness or leave granted by the Company.

6.03 When an observed Holiday mentioned above falls on an employee's scheduled day off, the Company shall have the option of granting eight (8) hours additional pay or a day off with pay. This latter is to be mutually agreed between the Company and the employee, but in any case is to occur within thirty (30) days following the Holiday. If an agreement cannot be reached with management, management will designate the day to be taken in lieu of the holiday.

6.04 When an observed Holiday mentioned above falls on an employee's regular scheduled work day, the work week shall be reduced by eight (8) hours for each such Holiday, and overtime shall be paid on the basis of such reduced work week.

6.05

PART-TIME HOLIDAY PAY

Part time employees who have worked 30 days or more shall qualify for pay for Holidays listed in Article 6.01 in the amount of:

8 hours pay for 32 - 40 hours worked
6 hours pay for 20 - 31 hours worked
4 hours pay for 12 - 19 hours worked
0 hours pay for 00 - 11 hours worked

based on the hours worked during the four weeks preceding the week of the Holiday.

It is understood that hours worked will include hours paid for purposes of bereavement, inclement weather, jury duty and holidays.

If the employee is on leave of absence for vacation purposes, his hours shall be pro-rated based on the hours worked in the remaining weeks in the four week period.

In order to receive pay for the holiday, he must not have been voluntarily absent on the work day before or following the holiday except for substantiated illness. In addition, he must have worked his full regular assigned weekly hours for the week in which the holiday occurred, except for bona fide illness or leave granted by the Company.

SECTION 7 - MANAGEMENT

7.01 The management of the Company and the direction of the working force, including the right to plan, direct and control warehouse operations, to maintain the discipline and efficiency of the employees, and to require employees to observe Company rules and regulations, to hire, to transfer, to demote, and to discipline, suspend or discharge employees for just cause, are to be the sole right and function of the Company.

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

7.03 The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement, nor shall they be used to discriminate against any member of the Union.

SECTION 8 - SENIORITY

8.01 New employees shall be on probation for a period of three (3) months (519 hours worked) during which time they may be laid off without reference to seniority. Seniority shall then be established from the date an employee first enters the service of the Company. Separate seniority lists for the grocery warehouse, perishable goods warehouse, frozen food warehouse, salvage warehouse, and engineer-maintenance department shall be posted immediately after the signing of the agreement, and during the months of April and October, with a copy to the Union office.

8.02 If an employee is absent from work because of sickness or accident, he shall not lose seniority rights.

8.03 Seniority shall be cancelled when:

1. an employee's services are terminated by the Company and he is not reinstated through the grievance and/or arbitration procedure;
2. an employee fails to report for work upon recall after layoff within seven (7) days notification by the Company, by registered mail addressed to the last known address of the employee, with a copy to the Union.
3. an employee voluntarily leaves the services of the Company;
4. an employee has been out of employment for a period of nine (9) months or longer;
5. an employee is absent for more than three (3) consecutive working days without a bona fide reason or without an authorized leave of absence, who shall be deemed to have terminated employment voluntarily.

Promotions & Filling Job Vacancies, Layoffs, Rehiring & Transfers

8.04 1. The Company, when filling job vacancies or new positions, shall fill such vacancies or positions within the grocery warehouse, perishable goods warehouse, frozen foods warehouse, salvage warehouse and engineer-maintenance department as the case may be, in the following order of posting:

Firstly - from among the full-time employees within the department;

Secondly - from among full-time employees of other departments who have a minimum of two (2) years full-time service in their present department;

Thirdly - from among part-time employees.

2. When a part-time employee works the basic work week for thirteen (13) consecutive weeks, except for sickness, accident, or vacation relief, it shall be deemed a full-time position is vacant, and such vacancy will be filled in accordance with the Collective Agreement.
3. In the event the vacancy or new position is not filled by posting, it shall then be filled at the discretion of the Company.
4. Full-time employees shall fill job vacancies by seniority, merit and ability being relatively equal.
5. Part-time employees who have requested full-time employment shall be considered for job vacancies on the basis of ability and merit. A part-time employee hired full-time shall be on a trial and evaluation period for 260 hours worked during which time he may be returned to his former position due to unsuitable behaviour. Employees hired for vacation relief work and project employees shall not be entitled to apply for a positing.

8.05 Any vacancies or new positions created during the life of the Agreement or until a new Agreement has been executed, shall be posted on the bulletin board in the department in which the vacancy occurs. If the vacancy is not filled within the department, it shall be posted in the other departments, set out in subsection 1.01.

8.06 A period of fourteen (14) calendar days shall be allowed for employees to submit an application for a new position or job vacancy. Until the job posting is completed, the Company will designate the employee to fill the position.

The name of the successful applicant shall be posted on the bulletin board in each department. Except in unusual circumstances the successful applicant would be placed in the position within fourteen (14) days of the closing of the posting. Any wage rate change, seniority date and benefit implementation and accrual will commence at that time.

8.07 Any employee, transferred or promoted to a new position, shall be allowed a maximum qualifying period of thirty (30) days.

If, in the opinion of the Company and after consultation with the Union Committee, the employee is unsuited to the new job and cannot adapt himself to the new work, the Company may at any time revert the employee to his former position during the thirty (30) day qualifying period.

Any difference of opinion between the employee and the Company shall be taken up under Section 10 of this Agreement.

8.08 **Layoff and Rehiring**

The Company, exercising its rights in the matter of layoff, shall give consideration to length of service, merit and ability being relatively equal. Employees laid off on account of reduction of staff shall be returned to service in order of seniority, merit and ability being relatively equal to handle the job to be filled.

In the event it becomes necessary to reduce the workforce to the extent that it will cause a full-time employee to be reduced to part-time or laid off, the affected full-time employee(s) will be allowed, provided he has sufficient **Company** seniority and is able to perform the work to be done in a competent manner within a maximum fourteen (14) calendar day familiarization period, to displace a junior full-time employee in the bargaining unit in an entry level position in the bargaining unit at a wage rate commensurate with his service. For the purpose of this clause, entry level position shall mean the classifications of Order Selector, Janitor and Warehouse Person. The junior full-time employee affected by the operation of this clause will have the option of either being laid off (in which case notice of layoff provision would not apply) or being reduced to part-time in his current department.

8.09

Transfers

Any employee wishing to move from one department to another must advise the Company in writing of his desire and in the event a new employee is to be hired by the Company in any department, preference shall be given to a present employee who has indicated his desire to move to the department that is hiring a new employee. Should the present employee be transferred into the department, his seniority shall be considered the same as a new employee in that department. In the event of layoff, the transferred employee shall have the preference of moving back into the department he came from, but only if he had five (5) or more years seniority in that department and if there is an employee with less than five (5) years seniority in that department.

8.10

The Company shall have the right to require employees to work in any of the operations covered by this agreement. This right shall be exercised in a day as a result of a need for additional manpower in a department due to unexpected events (e.g. unscheduled absence of employees, volume increases, delayed delivery schedules, etc.) in that department. Where the Company needs employees to work **as entry level employees** in such department, it will first ask for volunteers. In the event sufficient volunteers are not made available the Company may direct **qualified** employees to move to that department in reverse order of service. For the purpose of this clause only, a part-time employee's service will be defined as his date of hire.

The Company agrees that an employee will not be required to move to the Frozen Foods Department against his will. No employee will be permanently transferred from one department to another without his/her agreement.

8.11

Technological Change

In any contemplation by the Company regarding automation or technological changes of the warehouse operation, the Company shall advise the Union Committee four (4) months in advance.

Any necessary training required for any employee shall be given preference to seniority, providing the employee involved has the necessary skill, knowledge and physical fitness to be retained.

Any regular full-time employee with over two (2) years of service whose employment is terminated by the Company under this provision, shall

receive one (1) week's severance pay for each year of continuous full-time service up to a maximum of thirteen (13) weeks. Severance pay as provided under Section 13 will not apply in this circumstance.

This section is intended to assist employees affected by technological change and accordingly sections 83, 84 and 85 of the Manitoba Labour Relations Act do not apply.

SECTION 9 - LEAVE OF ABSENCE

9.01 Employees will be granted necessary leave of absence, without pay, to attend their meetings and conventions. Such leave will be only granted them when it will not interfere with the requirements of the Company, and provided the Company is not put to any additional expense.

9.02 Employees, at the discretion of the Company, will be granted leave of absence not to exceed ninety (90) calendar days provided permission is obtained in writing. Should an employee report to work after the expiration of such leave, unless a written extension is granted by the Company or absolute proof furnished as to bona fide sickness or other reasonable circumstances, he shall rank as a new employee, subject to Article 8.03 (5).

9.03 The Manitoba Employment Standards Act shall apply in respect to maternity leave and parental leave, including retention of seniority as if there were no break in service. The attached Appendix 'H' illustrates some of the conditions of these leaves. It is not part of the collective agreement but is only for illustration purposes.

9.04 Upon completion of two (2) years of service, an employee shall be entitled to a one (1) year leave of absence, without pay, but with the maintenance of seniority rights, for the purpose of educational upgrading or training on a full-time basis. An employee granted leave under this Section may be required to remain in the service of the Company for one (1) year after the completion of the leave of absence. The number of employees entitled to leave of absence may be limited to one (1) at any one time.

An employee who will be on a leave of absence under this clause for a period of longer than two (2) consecutive weeks will be required to pay their premiums for benefits if they wish to retain them.

9.05

Jury Pay

Any regular full-time employee summoned to jury duty or subpoenaed as a witness on behalf of the Company, shall be paid wages amounting to the difference between the amount paid to him for jury services and the amount the employee would have earned had he worked on such days. This does not apply if the employee is excused from witness or jury duty for the rest of that day or days and fails to report back to work, or if witness or jury duty occurs on the employee's scheduled day off. Any employee will be compensated for time spent as a witness on behalf of the Company to a maximum of the basic work day or basic work week.

Any Part-time employee who has completed three (3) months of employment and who has averaged more than twenty four (24) hours per week in the preceding four (4) weeks shall be paid in accordance with the formula in Section 6.05 for Jury Duty and Witness on behalf of the Company as stated in the above paragraph.

9.06

Bereavement Pay

Full-time employees may be granted time off from work, with pay, to a maximum of **five (5)** consecutive scheduled work days, in the event of death in the immediate family. The length of such leave shall be determined by the Company, provided the employee attends the funeral **or** memorial service. The term "immediate family" shall mean spouse, parent, child, brother, sister, grandchild, mother-in-law, or father-in-law. One (1) day, with pay, shall be granted in the event of death of a son-in-law, daughter-in-law or grandparent, or if required to act as a pallbearer, two (2) days with pay will be granted in the event of the death of a brother-in-law or sister-in-law provided he attends the funeral **or memorial service**.

Part-time employees who have completed three (3) months of employment and who have averaged more than twenty-four (24) hours per week in the preceding four (4) weeks shall be paid in accordance with the formula in Section 6.05 for Bereavement Entitlements above, excluding the condition of pall-bearers, as stated in the above paragraph.

SECTION 10 - ADJUSTMENT OF GRIEVANCES

10.01

Any complaint, disagreement or difference of opinion between the Company, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of

this Agreement, shall be considered a grievance.

10.02 Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within fifteen (15) calendar days following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved party.

10.03 An employee presenting a grievance may be accompanied by a shop steward. All grievances must be presented in writing clearly setting forth the issues and contentions of the aggrieved party.

10.04 In the event a Shop Steward is present when an employee is suspended or discharged, the Shop Steward and the employee will be given a copy of the discipline notice.

10.05 The procedure of adjustment of disputes and grievances shall be as follows:

1. by discussion between the employee and his immediate superior. If a satisfactory settlement cannot be reached, 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.
3. If a satisfactory settlement in (2) above cannot be reached then within fourteen (14) calendar days of receiving the final written decision of the other party, but not thereafter, the matter may be referred to arbitration in accordance with Section 11.

SECTION 11 - BOARD OF ARBITRATION

11.01 When either party refers the matter to arbitration in accordance with Section 10 it will advise the other party in writing. The following arbitrators will hear matters in the order listed below. In the event an arbitrator cannot hear a matter within sixty (60) days the next arbitrator on the list will be asked to act and the list order will be retained. For the purposes of allocation of cases, a matter that has been withdrawn from arbitration after it has been referred will be deemed to have proceeded to arbitration.

Bill Hamilton
Michael Werier
Diane Jones

11.02 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer, and shall make such independent investigations as he deems essential to a full understanding and determination of the issues involved. In reaching his decision, the Arbitrator shall be governed by the provisions of the Agreement and shall render his decision as soon as reasonably possible.

11.03 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of the agreement. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party which is contrary to any provision of this agreement or which involves the determination of a subject matter not covered by or arising during the terms of the agreement. The findings and decision of the Arbitrator on all arbitrable questions shall be binding and enforceable on all parties involved.

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

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

SECTION 12 - STRIKES AND LOCKOUTS

12.01 It is agreed that there will be no stoppage of work or lockouts pending settlement of a dispute, in accordance with the grievance procedure herein established.

12.02 The Company agrees that there shall be no lockout and the Union agrees that there shall be no strike or cessation of work of any kind for any reason during the term of this Collective Agreement.

SECTION 13 - SEVERANCE PAY

13.01 A full-time regular employee who is terminated by the Company for other than cause or technological change, shall be paid severance pay on the following basis:

- After 2 years continuous service, two weeks with pay;
- After 4 years continuous service, four weeks with pay;
- After 6 years continuous service, six weeks with pay;

- After 10 years continuous service, ten weeks with pay.

SECTION 14 - BENEFITS

14.01 Weekly Indemnity, Extended Medical, Life Insurance, Dental, Vision Care, L.T.D., Sick Leave, Pension

1. The above benefits will be made available to eligible employees in accordance with the terms of the Company's "Plan".

Full-time employees who have not already qualified, will be eligible for the Company's Group Insurance Plan or Benefit after three (3) consecutive months of full-time service. Part-time employees will qualify for the Company's Group Insurance Plan or Benefit after having worked or been paid an average of thirty-two (32) hours/week or more for thirteen (13) consecutive weeks. Part-time employees who qualify for the Company's Group Insurance Plan or Benefit after January 24, 2005 and who restrict their availability, and as consequence average less than thirty-two (32) hours during any thirteen (13) week period, shall be disqualified from the Company Group Insurance Plan or Benefit.

Effective for new originating disabilities occurring on or after March 1, 2009, the Weekly Indemnity Plan will be upgraded to provide benefits at the rate of sixty-six and two-thirds percent ($66 \frac{2}{3}^{\text{ds}}\%$) of the employees' straight time weekly wage.

2. **Vision Care**

The Company shall provide a vision care benefit to full-time employees who have a minimum of twelve (12) months continuous full-time service and who are covered by the Company's Group Insurance Plan or Benefit. Vision care coverage shall be in accordance with the terms of the Company's "Plan". The Company shall pay one hundred (100%) percent of the premium cost for this benefit.

The current maximum on the vision care benefit is \$150/person every twenty-four (24) months.

3. The Company shall pay one hundred (100%) percent of the premiums for Company Group Insurance Benefits for eligible employees.

4. The Pension Plan will be made available to eligible employees in accordance with the terms of the Company's "Plan".

5. **Sick Leave**

- (a) Full-time employees shall accumulate credits at the rate of four (4) hours/month to a maximum of two hundred and forty (240) hours. Credits shall accumulate only on a full-time employment basis, following the completion of a three (3) month full-time employment eligibility period.

New employees hired full-time January 9, 1987 and thereafter will not accumulate sick leave until completion of twelve (12) consecutive months of full-time employment.

- (b) A part-time employee who is hired full-time in accordance with subsection 8.04 and who has qualified for benefits under 14.01(1) will not accumulate sick leave until the completion of three (3) consecutive months of full-time employment.

(c) The Company may require the employee to provide a doctor's certificate verifying any absence due to disability or attesting to the employee's fitness in regard to carrying out his duties on an ongoing basis without risk to his health or risk to the Company.

- (d) In order to qualify for sick pay, an employee must notify the Department Manager or his designate prior to the employee's scheduled starting time. In no event will an employee qualify for sick pay for the reason that he was unable to communicate with his Department supervisors or their designate beyond the first half hour of his scheduled shift unless an explanation that is acceptable to the Company is provided.

6. **Long-Term Disability Benefit**

The Company will offer a Long-Term Disability benefit to full-time employees with a minimum of one (1) year continuous full-time service, to provide to such employees a total disability income of sixty (60%) percent of the employee's base weekly earnings as at date of disability, to a monthly maximum benefit of one thousand (\$1,000) dollars (less income from other sources). For new claims originating as a disability after January 21, 1996 the monthly

maximum shall increase to one thousand three hundred and fifty (\$1,350) dollars (one thousand five hundred (\$1,500) dollars for new claims originating after October 6, 1996).

The monthly benefit is payable when the disabled employee has exhausted his benefit under the Company's Weekly Indemnity plan and the benefit payable from E.I.. Benefits are payable to the earliest attainment of age 65, death, recovery or attainment of that age which the employee may retire on an unreduced pension. Notwithstanding the above, all matters regarding the plan, including the determination of an employee as disabled, shall be as determined by the Insurer.

Full-time employees in the Bargaining Unit who opt for this benefit shall become eligible and qualify for coverage of the L.T.D. benefit after January 1, 1983 in accordance with the terms of the Plan.

Full-time employees will pay one-half (1/2) of one (1%) percent of their weekly gross earnings by weekly payroll deduction towards the cost of this benefit.

Effective January 1, 1990 the Company shall pay one hundred (100%) percent of the premium for full-time employees.

7. Employees found abusing the above benefits shall be disciplined by the Company, up to and including removal of the benefit for that employee or terminating the employee.

14.02 An employee injured during a shift shall be paid for the balance of the employee's scheduled shift on the day of the injury.

SECTION 15 - NO DISCRIMINATION

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

SECTION 16 - REST PERIODS

16.01 Employees shall be granted two (2) rest periods during an eight (8) hour shift, fifteen (15) minutes in the first half of the shift and fifteen (15) minutes in the second half.

If the overtime is anticipated to be two (2) hours or more employees shall

be granted one paid fifteen (15) minute rest period prior to the commencement of the overtime and one fifteen (15) minute paid rest period for every anticipated two (2) hours thereafter. In the event the overtime was not anticipated to be two (2) hours or more but was, the employee(s) who worked will be paid an additional fifteen (15) minutes of overtime.

SECTION 17 - EXPIRATION AND RENEWAL

17.01 This Agreement shall be effective from **April 16, 2015** and shall remain in force until **October 27, 2018** and thereafter from year to year, but either party may, on no more than sixty (60) days nor less than thirty (30) days before the expiry date, or one (1) year renewal date of such Agreement, give notice in writing to the other party to terminate such Agreement or to negotiate a revision thereof.

17.02 Nothing is retroactive in this agreement unless specifically provided.

SIGNED THIS 27th DAY OF July 2015.

ON BEHALF OF THE UNION

My. K. Meece
Bernie Meece
Mac Meece
A. Meece

ON BEHALF OF THE COMPANY

Dave Wilson
Frank Bud
[Signature]
[Signature]

APPENDIX "A"

Grocery Warehouse

HOURS OF WORK AND OVERTIME

A-1.01 All time worked in excess of five (5) days, eight (8) hours per day and forty (40) hours Monday to Friday in any one (1) week, shall be considered overtime. Time and one-half (1 1/2) the employee's regular hourly rate shall be paid for each hour of overtime worked for the first three (3) hours worked after the regular eight (8) hour shift, and double time thereafter.

Notwithstanding the above, all part-time employees and all full-time employees hired full-time after April 12, 1986, and all full-time employees who volunteer, may be scheduled Saturday and/or Sunday as part of the regular work week at straight time rates.

A-1.02 Employees required to work three (3) hours or more overtime after completing an eight (8) hour shift, shall be paid \$6.00 for supper money.

A-1.03 Any employee who is required to work on his scheduled day off, or on a sixth shift, shall be paid time and one-half (1 1/2) for the first four (4) hours worked and double time thereafter. No employee shall be called in on his scheduled day off, or on a sixth shift, or called back after completing an eight (8) hour shift, and has left the premises, for less than two (2) hours work or pay in lieu thereof at overtime rates.

A-1.04 Employees required to work on Sundays, in addition to their regular work week, shall be paid at the rate of double time for all time worked. Employees that have Sunday as a regular work day and having another day off in lieu thereof, shall, if required to work that day, be paid at the rate of double time for all time worked.

A-1.05 No employee shall be called in on straight time shift for less than four (4) hours of work. If insufficient work is available, he shall receive a minimum of four (4) hours pay. No employee may leave work without management's permission or direction before a full eight (8) hours work has been completed except in cases of emergency where there is no management person on the shift in the department.

A-1.06

Overtime that has been properly authorized by Management will be offered to the senior qualified employee in the department on the shift the overtime is to be worked. If insufficient volunteers are available the Company may offer the overtime to the other employees in the department. This will not prevent the Company from assigning the work to available employees from other departments at straight time to achieve their regular eight (8) hours. The employees from other departments will not be asked to work overtime prior to asking employees from the department who are not on the shift. Any employee who volunteers for or otherwise accepts an overtime assignment will be obliged to report for and complete the hours agreed upon.

A-1.07

Any employee who, at the time of signing this Agreement, is receiving a higher rate than specified in the wage scale, shall not have his rate reduced.

APPENDIX "A"

Hourly Rates and Job Classifications - GROCERY WAREHOUSE

Order Selectors	Current	4/19/2015*	10/25/2015	10/30/2016	10/29/2017
0 - 520 hours	\$14.80	\$14.80	\$14.80	\$14.80	\$14.80
521 - 1040 hours	\$15.20	\$15.20	\$15.20	\$15.20	\$15.20
1041 - 1560 hours	\$15.83	\$15.83	\$15.83	\$15.83	\$15.83
1561 - 2080 hours	\$16.60	\$16.60	\$16.60	\$16.60	\$16.60
2081 - 3120 hours	\$17.37	\$17.37	\$17.37	\$17.37	\$17.37
3121 - 4160 hours	\$19.28	\$19.28	\$19.28	\$19.28	\$19.28
Over 4160 hours	\$22.55	\$23.00	\$23.45	\$23.90	\$24.35
PT Employees Hired After Nov 27, 2002	Current	4/19/2015	10/25/2015	10/30/2016	10/29/2017
0 - 500 hours	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
501 - 1000 hours	\$14.20	\$14.20	\$14.20	\$14.20	\$14.20
1001 - 1500 hours	\$14.40	\$14.40	\$14.40	\$14.40	\$14.40
1501 - 2000 hours	\$14.60	\$14.60	\$14.60	\$14.60	\$14.60
2001 - 2500 hours	\$14.80	\$14.80	\$14.80	\$14.80	\$14.80
2501 - 3000 hours	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
3001 - 3500 hours	\$15.20	\$15.20	\$15.20	\$15.20	\$15.20
3501 - 4000 hours	\$15.40	\$15.40	\$15.40	\$15.40	\$15.40
4001 - 4500 hours	\$15.60	\$15.60	\$15.60	\$15.60	\$15.60
4501 - 5000 hours	\$15.80	\$15.80	\$15.80	\$15.80	\$15.80
Over 5000 hours	\$16.00	\$16.45	\$16.90	\$17.35	\$17.80

Appendix "A"	Current	4/19/2015	10/25/2015	10/30/2016	10/29/2017
Head Shipper	\$23.05	\$23.50	\$23.95	\$24.40	\$24.85
Receiver	\$22.70	\$23.15	\$23.60	\$24.05	\$24.50
Stacker Operator	\$22.70	\$23.15	\$23.60	\$24.05	\$24.50
Tobacco Person	\$22.70	\$23.15	\$23.60	\$24.05	\$24.50

Part-time employees under this pay scale who become full-time employees will be credited with the number of hours worked as a part-time employee to determine the correct position on the full-time scale

For Part Time Employees Hired After February 8, 2009 and appointed to full-time the following classifications will apply:					
Janitor	Current	4/19/2015	10/25/2015	10/30/2016	10/29/2017
0 - 520 hours	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
521 - 1040 hours	\$15.90	\$15.90	\$15.90	\$15.90	\$15.90
1041 - 2080 hours	\$16.30	\$16.30	\$16.30	\$16.30	\$16.30
2081 - 3120 hours	\$16.70	\$16.70	\$16.70	\$16.70	\$16.70
3121 - 4160 hours	\$17.10	\$17.10	\$17.10	\$17.10	\$17.10
Over 4160 hours	\$17.50	\$17.95	\$18.40	\$18.85	\$19.30

Order Selector, Warehouse Worker, Janitor Lead Hand					
	Current	4/19/2015	10/25/2015	10/30/2016	10/29/2017
0 - 500 hours	\$15.80	\$15.80	\$15.80	\$15.80	\$15.80
501 - 1000 hours	\$16.10	\$16.10	\$16.10	\$16.10	\$16.10
1001 - 1500 hours	\$16.40	\$16.40	\$16.40	\$16.40	\$16.40
1501 - 2000 hours	\$16.70	\$16.70	\$16.70	\$16.70	\$16.70
2001 - 3000 hours	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
3001 - 4000 hours	\$17.30	\$17.30	\$17.30	\$17.30	\$17.30
4001 - 5000 hours	\$17.60	\$17.60	\$17.60	\$17.60	\$17.60
5001 + hours	\$18.00	\$18.45	\$18.90	\$19.35	\$19.80
Butter/Cheese, Stacker, Receiver, Tobacco Person	\$17.45	\$17.90	\$18.35	\$18.80	\$19.25
Banana Room, Salvage Lead Hand	\$18.25	\$18.70	\$19.15	\$19.60	\$20.05
Head Shipper, Head Receiver, Inventory Control Clerk, Head Produce Shipper, Independent Shipper, Head Shipper, Head Shipper/Receiver (Frozen)	\$17.80	\$18.25	\$18.70	\$19.15	\$19.60

Note: Any scale above that refers to “hours” shall be interpreted as “hours worked or paid”.

Appendix "B"

Perishable Goods Warehouse

Hours of Work and Overtime

- B-1.01** All time worked in excess of five (5) days, eight (8) hours per day and forty (40) hours in any one (1) week shall be considered overtime. Time and one-half (1 1/2) the employee's regular hourly rate shall be paid for each hour of overtime worked for the first three (3) hours worked after the regular eight (8) hours shift, and double time thereafter.
- B-1.02** Employees required to work three (3) hours or more overtime after completing an eight (8) hour shift shall be paid \$6.00 for supper money.
- B-1.03** Any employee who is required to work on his scheduled day off, or on a sixth shift, shall be paid time and one-half (1 1/2) for the first four (4) hours worked and double time thereafter. No employee shall be called in on his scheduled day off, or on a sixth shift, or called back after completing an eight (8) hour shift and has left the premises, for less than two (2) hours work or pay in lieu thereof at overtime rates.
- B-1.04** Employees required to work on Sundays, in addition to their regular work week, shall be paid at the rate of double time for all time worked. Employees that have Sunday as a regular work day and having another day off in lieu thereof shall, if required to work that day, be paid at the rate of double time for all time worked.
- B-1.05** Each employee shall have a regular scheduled day off. At least twenty-four (24) hours prior notice must be given to an employee, if in an emergency, or because of a statutory holiday, he may be required to take another day off other than the regular scheduled day.

Where possible and practicable the Company will provide forty-eight (48) hours notice of change.

- B-1.06** No employee shall be called in on straight time shift for less than four (4) hours of work. If insufficient work is available, he shall receive a minimum of four (4) hours pay. No employee may leave work without management's permission or direction before a full eight (8) hours work has been completed except in cases of emergency where there is no management person on the shift in the department.
- B-1.07** Overtime that has been properly authorized by Management will be offered to the senior qualified employee in the department on the shift the overtime is to be worked. If insufficient volunteers are available the Company may offer the overtime to the other employees in the department. This will not prevent the Company from assigning the work to available employees from other departments at straight time to achieve their regular eight (8) hours. The employees from other departments will not be asked to work overtime prior to asking employees from the department who are not on the shift. Any employee who volunteers for or otherwise accepts an overtime assignment will be obliged to report for and complete the hours agreed upon.
- B-1.08** Any employee who, at the time of signing this Agreement, is receiving a higher rate than that specified in the wage scale, shall not have his rate reduced.

APPENDIX "B"

Hourly Rates and Job Classifications - PERISHABLE GOODS WAREHOUSE

Order Selectors	Current	4/19/2015	10/25/2015	10/30/2016	10/29/2017
0 - 520 hours	\$14.80	\$14.80	\$14.80	\$14.80	\$14.80
521 - 1040 hours	\$15.20	\$15.20	\$15.20	\$15.20	\$15.20
1041 - 1560 hours	\$15.83	\$15.83	\$15.83	\$15.83	\$15.83
1561 - 2080 hours	\$16.60	\$16.60	\$16.60	\$16.60	\$16.60
2081 - 3120 hours	\$17.37	\$17.37	\$17.37	\$17.37	\$17.37
3121 - 4160 hours	\$19.28	\$19.28	\$19.28	\$19.28	\$19.28
Over 4160 hours	\$22.55	\$23.00	\$23.45	\$23.90	\$24.35
PT Employees Hired After Nov 27, 2002	Current	4/19/2015	10/25/2015	10/30/2016	10/29/2017
0 - 500 hours	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
501 - 1000 hours	\$14.20	\$14.20	\$14.20	\$14.20	\$14.20
1001 - 1500 hours	\$14.40	\$14.40	\$14.40	\$14.40	\$14.40
1501 - 2000 hours	\$14.60	\$14.60	\$14.60	\$14.60	\$14.60
2001 - 2500 hours	\$14.80	\$14.80	\$14.80	\$14.80	\$14.80
2501 - 3000 hours	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
3001 - 3500 hours	\$15.20	\$15.20	\$15.20	\$15.20	\$15.20
3501 - 4000 hours	\$15.40	\$15.40	\$15.40	\$15.40	\$15.40
4001 - 4500 hours	\$15.60	\$15.60	\$15.60	\$15.60	\$15.60
4501 - 5000 hours	\$15.80	\$15.80	\$15.80	\$15.80	\$15.80
Over 5000 hours	\$16.00	\$16.45	\$16.90	\$17.35	\$17.80

Appendix "B"	Current	4/19/2015	10/25/2015	10/30/2016	10/29/2017
Head Receiver	\$23.05	\$23.50	\$23.95	\$24.40	\$24.85
Inventory Control Clerk	\$23.05	\$23.50	\$23.95	\$24.40	\$24.85
Receiver	\$22.70	\$23.15	\$23.60	\$24.05	\$24.50
Head Produce Shipper (Days/Nights)	\$23.05	\$23.50	\$23.95	\$24.40	\$24.85
Independent Shipper	\$23.05	\$23.50	\$23.95	\$24.40	\$24.85

Banana Room Operator	\$22.80	\$23.25	\$23.70	\$24.15	\$24.60
Stacker Operator	\$22.70	\$23.15	\$23.60	\$24.05	\$24.50
Butter, Cheese, Egg Person	\$22.70	\$23.15	\$23.60	\$24.05	\$24.50

Part-time employees under this pay scale who become full-time employees will be credited with the number of hours worked as a part-time employee to determine the correct position on the full-time scale

For Part Time Employees Hired After February 8, 2009 and appointed to full-time the following classifications will apply:

Janitor	Current	4/19/2015	10/25/2015	10/30/2016	10/29/2017
0 - 520 hours	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
521 - 1040 hours	\$15.90	\$15.90	\$15.90	\$15.90	\$15.90
1041 - 2080 hours	\$16.30	\$16.30	\$16.30	\$16.30	\$16.30
2081 - 3120 hours	\$16.70	\$16.70	\$16.70	\$16.70	\$16.70
3121 - 4160 hours	\$17.10	\$17.10	\$17.10	\$17.10	\$17.10
Over 4160 hours	\$17.50	\$17.95	\$18.40	\$18.85	\$19.30
Order Selector, Warehouse Worker, Janitor Lead Hand					
0 - 500 hours	\$15.80	\$15.80	\$15.80	\$15.80	\$15.80
501 - 1000 hours	\$16.10	\$16.10	\$16.10	\$16.10	\$16.10
1001 - 1500 hours	\$16.40	\$16.40	\$16.40	\$16.40	\$16.40
1501 - 2000 hours	\$16.70	\$16.70	\$16.70	\$16.70	\$16.70
2001 - 3000 hours	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
3001 - 4000 hours	\$17.30	\$17.30	\$17.30	\$17.30	\$17.30
4001 - 5000 hours	\$17.60	\$17.60	\$17.60	\$17.60	\$17.60
5001 + hours	\$18.00	\$18.45	\$18.90	\$19.35	\$19.80
Butter/Cheese, Stacker, Receiver, Tobacco Person	\$18.15	\$18.60	\$19.05	\$19.50	\$19.95

Banana Room, Salvage Lead Hand	\$18.25	\$18.70	\$19.15	\$19.60	\$20.05
Head Shipper, Head Receiver, Inventory Control Clerk, Head Produce Shipper, Independent Shipper, Head Shipper/Receiver (Frozen)	\$18.50	\$18.95	\$19.40	\$19.85	\$20.30

Note: Any scale above that refers to “hours” shall be interpreted as “hours worked or paid”.

Appendix "C"

Frozen Food Warehouse

Hours of Work and Overtime

- C-1.01** All time worked in excess of five (5) days, eight (8) hours per day and forty (40) hours in any one (1) week shall be considered overtime. Time and one-half (1 1/2) the employee's regular hourly rate shall be paid for each hour of overtime worked for the first three (3) hours worked after the regular eight (8) hours shift, and double time thereafter.
- C-1.02** Employees required to work three (3) hours or more overtime after completing an eight (8) hour shift shall be paid \$6.00 for supper money.
- C-1.03** Any employee who is required to work on his scheduled day off, or on a sixth shift, shall be paid time and one-half (1 1/2) for the first four (4) hours worked and double time thereafter. No employee shall be called in on his scheduled day off, or on a sixth shift, or called back after completing an eight (8) hour shift and has left the premises, for less than two (2) hours work or pay in lieu thereof at overtime rates.
- C-1.04** Employees required to work on Sundays, in addition to their regular work week, shall be paid at the rate of double time for all time worked. Employees that have Sunday as a regular work day and having another day off in lieu thereof shall, if required to work that day, be paid at the rate of double time for all time worked.
- C-1.05** Each employee shall have a regular scheduled day off. At least twenty-four (24) hours prior notice must be given to an employee, if in an emergency, or because of a statutory holiday, he may be required to take another day off other than the regular scheduled day.

Where possible and practicable the Company will provide forty-eight (48) hours notice of change.

- C-1.06** No employee shall be called in on straight time shift for less than four (4) hours of work. If insufficient work is available, he shall receive a minimum of four (4) hours pay. No employee may leave work without management's permission or direction before a full eight (8) hours work has been completed except in cases of emergency where there is no management person on the shift in the department.
- C-1.07** Overtime that has been properly authorized by Management will be offered to the senior qualified employee in the department on the shift the overtime is to be worked. If insufficient volunteers are available the Company may offer the overtime to the other employees in the department. This will not prevent the Company from assigning the work to available employees from other departments at straight time to achieve their regular eight (8) hours. The employees from other departments will not be asked to work overtime prior to asking employees from the department who are not on the shift. Any employee who volunteers for or otherwise accepts an overtime assignment will be obliged to report for and complete the hours agreed upon.
- C-1.08** Any employee who, at the time of signing this Agreement, is receiving a higher rate than that specified in the wage scale, shall not have his rate reduced.

APPENDIX "C"

Hourly Rates and Job Classifications - FROZEN FOODS WAREHOUSE

Order Selectors	Current	4/19/2015	10/25/2015	10/30/2016	10/29/2017
0 - 520 hours	\$14.80	\$14.80	\$14.80	\$14.80	\$14.80
521 - 1040 hours	\$15.20	\$15.20	\$15.20	\$15.20	\$15.20
1041 - 1560 hours	\$15.83	\$15.83	\$15.83	\$15.83	\$15.83
1561 - 2080 hours	\$16.60	\$16.60	\$16.60	\$16.60	\$16.60
2081 - 3120 hours	\$17.37	\$17.37	\$17.37	\$17.37	\$17.37
3121 - 4160 hours	\$19.28	\$19.28	\$19.28	\$19.28	\$19.28
Over 4160 hours	\$22.55	\$23.00	\$23.45	\$23.90	\$24.35
PT Employees Hired After Nov 27, 2002	Current	4/19/2015	10/25/2015	10/30/2016	10/29/2017
0 - 500 hours	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
501 - 1000 hours	\$14.20	\$14.20	\$14.20	\$14.20	\$14.20
1001 - 1500 hours	\$14.40	\$14.40	\$14.40	\$14.40	\$14.40
1501 - 2000 hours	\$14.60	\$14.60	\$14.60	\$14.60	\$14.60
2001 - 2500 hours	\$14.80	\$14.80	\$14.80	\$14.80	\$14.80
2501 - 3000 hours	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
3001 - 3500 hours	\$15.20	\$15.20	\$15.20	\$15.20	\$15.20
3501 - 4000 hours	\$15.40	\$15.40	\$15.40	\$15.40	\$15.40
4001 - 4500 hours	\$15.60	\$15.60	\$15.60	\$15.60	\$15.60
4501 - 5000 hours	\$15.80	\$15.80	\$15.80	\$15.80	\$15.80
Over 5000 hours	\$16.00	\$16.45	\$16.90	\$17.35	\$17.80
Appendix "C"	Current	4/19/2015	10/25/2015	10/30/2016	10/29/2017
Head Shipper/Receiver	\$23.05	\$23.50	\$23.95	\$24.40	\$24.85
Stacker Operator	\$22.70	\$23.15	\$23.60	\$24.05	\$24.50

Part-time employees under this pay scale who become full-time employees will be credited with the number of hours worked as a part-time employee to determine the correct position on the full-time scale

For Part Time Employees Hired After February 8, 2009
and appointed to full-time the following classifications
will apply:

Janitor	Current	4/19/2015	10/25/2015	10/30/2016	10/29/2017
0 - 520 hours	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
521 - 1040 hours	\$15.90	\$15.90	\$15.90	\$15.90	\$15.90
1041 - 2080 hours	\$16.30	\$16.30	\$16.30	\$16.30	\$16.30
2081 - 3120 hours	\$16.70	\$16.70	\$16.70	\$16.70	\$16.70
3121 - 4160 hours	\$17.10	\$17.10	\$17.10	\$17.10	\$17.10
Over 4160 hours	\$17.50	\$17.95	\$18.40	\$18.85	\$19.30
Order Selector, Warehouse Worker, Janitor Lead Hand					
0 - 500 hours	\$15.80	\$15.80	\$15.80	\$15.80	\$15.80
501 - 1000 hours	\$16.10	\$16.10	\$16.10	\$16.10	\$16.10
1001 - 1500 hours	\$16.40	\$16.40	\$16.40	\$16.40	\$16.40
1501 - 2000 hours	\$16.70	\$16.70	\$16.70	\$16.70	\$16.70
2001 - 3000 hours	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
3001 - 4000 hours	\$17.30	\$17.30	\$17.30	\$17.30	\$17.30
4001 - 5000 hours	\$17.60	\$17.60	\$17.60	\$17.60	\$17.60
5001 + hours	\$18.00	\$18.45	\$18.90	\$19.35	\$19.80
Butter/Cheese, Stacker, Receiver, Tobacco Person	\$18.15	\$18.60	\$19.05	\$19.50	\$19.95
Banana Room, Salvage Lead Hand	\$18.25	\$18.70	\$19.15	\$19.60	\$20.05
Head Shipper, Head Receiver, Inventory Control Clerk, Head Produce Shipper, Independent Shipper, Head Shipper/Receiver (Frozen)	\$18.50	\$18.95	\$19.40	\$19.85	\$20.30

Note: Any scale above that refers to "hours" shall be interpreted as "hours worked or paid".

- FREEZER PREMIUM: seventy (70¢) cents (effective April 19, 2015 one (\$1.00) dollar) per hour.

Appendix "D"

Salvage Warehouse

Hours of Work and Overtime

D-1.01 All time worked in excess of five (5) days, eight (8) hours per day and forty (40) hours Monday to Friday in any one (1) week shall be considered overtime. Time and one-half (1 1/2) the employee's regular hourly rate shall be paid for each hour of overtime worked for the first three (3) hours worked after the regular eight (8) hours shift, and double time thereafter.

Notwithstanding the above, all part-time employees and all full-time employees hired full-time after April 12, 1986, and all full-time employees who volunteer may be scheduled Saturday and/or Sunday as part of the regular work week at straight time rates.

D-1.02 Employees required to work three (3) hours or more overtime after completing an eight (8) hour shift shall be paid \$6.00 for supper money.

D-1.03 Any employee who is required to work on his scheduled day off, or on a sixth shift, shall be paid time and one-half (1 1/2) for the first four (4) hours worked and double time thereafter. No employee shall be called in on his scheduled day off, or on a sixth shift, or called back after completing an eight (8) hour shift and has left the premises, for less than two (2) hours work or pay in lieu thereof at overtime rates.

D-1.04 Employees required to work on Sundays, in addition to their regular work week, shall be paid at the rate of double time for all time worked. Employees that have Sunday as a regular work day and having another day off in lieu thereof shall, if required to work that day, be paid at the rate of double time for all time worked.

D-1.05 Each employee shall have a regular scheduled day off. At least twenty-four (24) hours prior notice must be given to an employee, if in an emergency, or because of a statutory holiday, he may be required to take another day off other than the regular scheduled day.

Where possible and practicable the Company will provide 48 hours notice of change.

- D-1.06** No employee shall be called in on straight time shift for less than four (4) hours of work. If insufficient work is available, he shall receive a minimum of four (4) hours pay. No employee may leave work without management's permission or direction before a full eight (8) hours work has been completed except in cases of emergency where there is no management person on the shift in the department.
- D-1.07** Overtime that has been properly authorized by Management will be offered to the senior qualified employee in the department on the shift the overtime is to be worked. If insufficient volunteers are available the Company may offer the overtime to the other employees in the department. This will not prevent the Company from assigning the work to available employees from other departments at straight time to achieve their regular eight (8) hours. The employees from other departments will not be asked to work overtime prior to asking employees from the department who are not on the shift. Any employee who volunteers for or otherwise accepts an overtime assignment will be obliged to report for and complete the hours agreed upon.
- D-1.08** Any employee who, at the time of signing this Agreement, is receiving a higher rate than that specified in the wage scale, shall not have his rate reduced.

Appendix "D"

Hourly Rates and Job Classifications - SALVAGE WAREHOUSE

	Current	4/19/2015	10/25/2015	10/30/2016	10/29/2017
Lead Hand	\$22.74	\$23.19	\$23.64	\$24.09	\$24.54
Stacker Operator	\$22.70	\$23.15	\$23.60	\$24.05	\$24.50
Warehouse Person					
0 - 520 hours	\$14.80	\$14.80	\$14.80	\$14.80	\$14.80
521 - 1040 hours	\$15.20	\$15.20	\$15.20	\$15.20	\$15.20
1041 - 2080 hours	\$15.83	\$15.83	\$15.83	\$15.83	\$15.83
2081 - 3120 hours	\$17.37	\$17.37	\$17.37	\$17.37	\$17.37
3121 - 4160 hours	\$19.18	\$19.18	\$19.18	\$19.18	\$19.18
Over 4160 hours	\$22.45	\$22.90	\$23.35	\$23.80	\$24.25
PT Employees Hired After Nov 27, 2002	Current	4/19/2015	10/25/2015	10/30/2016	10/29/2017
0 - 500 hours	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
501 - 1000 hours	\$14.20	\$14.20	\$14.20	\$14.20	\$14.20
1001 - 1500 hours	\$14.40	\$14.40	\$14.40	\$14.40	\$14.40
1501 - 2000 hours	\$14.60	\$14.60	\$14.60	\$14.60	\$14.60
2001 - 2500 hours	\$14.80	\$14.80	\$14.80	\$14.80	\$14.80
2501 - 3000 hours	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
3001 - 3500 hours	\$15.20	\$15.20	\$15.20	\$15.20	\$15.20
3501 - 4000 hours	\$15.40	\$15.40	\$15.40	\$15.40	\$15.40
4001 - 4500 hours	\$15.60	\$15.60	\$15.60	\$15.60	\$15.60
4501 - 5000 hours	\$15.80	\$15.80	\$15.80	\$15.80	\$15.80
Over 5000 hours	\$16.00	\$16.45	\$16.90	\$17.35	\$17.80

**For Part Time Employees Hired After February 8, 2009
and appointed to full-time the following classifications
will apply:**

Janitor	Current	4/19/2015	10/25/2015	10/30/2016	10/29/2017
0 - 520 hours	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
521 - 1040 hours	\$15.90	\$15.90	\$15.90	\$15.90	\$15.90
1041 - 2080 hours	\$16.30	\$16.30	\$16.30	\$16.30	\$16.30
2081 - 3120 hours	\$16.70	\$16.70	\$16.70	\$16.70	\$16.70
3121 - 4160 hours	\$17.10	\$17.10	\$17.10	\$17.10	\$17.10
Over 4160 hours	\$17.50	\$17.95	\$18.40	\$18.85	\$19.30

Order Selector, Warehouse Worker, Janitor Lead Hand					
0 - 500 hours	\$15.80	\$15.80	\$15.80	\$15.80	\$15.80
501 - 1000 hours	\$16.10	\$16.10	\$16.10	\$16.10	\$16.10
1001 - 1500 hours	\$16.40	\$16.40	\$16.40	\$16.40	\$16.40
1501 - 2000 hours	\$16.70	\$16.70	\$16.70	\$16.70	\$16.70
2001 - 3000 hours	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
3001 - 4000 hours	\$17.30	\$17.30	\$17.30	\$17.30	\$17.30
4001 - 5000 hours	\$17.60	\$17.60	\$17.60	\$17.60	\$17.60
5001 + hours	\$18.00	\$18.45	\$18.90	\$19.35	\$19.80
Butter/Cheese, Stacker, Receiver, Tobacco Person	\$18.15	\$18.60	\$19.05	\$19.50	\$19.95
Banana Room, Salvage Lead Hand	\$18.25	\$18.70	\$19.15	\$19.60	\$20.05
Head Shipper, Head Receiver, Inventory Control Clerk, Head Produce Shipper, Independent Shipper, Head Shipper/Receiver (Frozen)	\$18.50	\$18.95	\$19.40	\$19.85	\$20.30

Note: Any scale above that refers to “hours” shall be interpreted as “hours worked or paid”.

Part-time employees under this pay scale who become full-time employees will be credited with the number of hours worked as a part-time employee to determine the correct position on the full-time scale.

The Lead Hand on night shift where designated by management, shall be paid fifteen (15¢) cents per hour above his regular rate of pay

Appendix "E"

Engineer-Maintenance Department

Hours of Work and Overtime

- E-1.01** All time worked in excess of five (5) days, eight (8) hours per day and forty (40) hours in any one (1) week shall be considered overtime. Time and one-half (1 1/2) the employee's regular hourly rate shall be paid for each hour of overtime worked for the first three (3) hours worked after the regular eight (8) hour shift, and double time thereafter.
- E-1.02** All Engineers in the King Edward Street facility (except the Chief Engineer) shall work shift work and shifts will be assigned on a rotation basis.
- E-1.03** Employees who work on a statutory holiday shall be paid at the rate of time and one-half (1 1/2) their regular rate for the first four (4) hours worked and double time thereafter.
- E-1.04** Employees required to work three (3) hours or more overtime after completing an eight (8) hour shift shall be paid \$6.00 for supper money.
- E-1.05** Any employee who is required to work on his scheduled day off, or on a sixth shift, shall be paid time and one-half (1 1/2) for the first four (4) hours worked and double time thereafter. No employee shall be called in on his scheduled day off, or on a sixth shift, or called back after completing an eight (8) hour shift and has left the premises, for less than three (3) hours work or pay in lieu thereof at overtime rates.
- E-1.06** Any employee who is called in to work on a Sunday, when that Sunday is his scheduled day off shall be paid double time his regular rate for all time worked.
- E-1.07** No employee shall be called in on straight time shift for less than four (4) hours of work. If insufficient work is available, he shall receive a minimum of four (4) hours pay. No employee may leave work without management's permission or direction before a full eight (8) hours work has been completed except in cases of emergency where there is no management person on the shift in the department.

E-1.08 Call-ins and 6th shift opportunities will be offered by seniority to employees in the department, ability and qualifications being sufficient to handle the regular duties to be performed.

E-1.09 Any employee called in on a statutory holiday, when same is not a regular scheduled work day, shall be paid double time for all hours worked.

E-1.10 Engineers, Maintenance Mechanics and Equipment Mechanics will provide their own tools. The parties agree that this policy will be implemented on a replacement basis (list as provided and discussed in 2005/2006 negotiations). Existing Engineers, Maintenance Mechanics and Equipment Mechanics may continue utilizing tools provided but will be required to provide replacements for them when damaged. These tools will be the property of the employee.

APPENDIX "E"

Hourly Rates and Job Classifications - ENGINEER-MAINTENANCE

	Current	4/19/2015	10/25/2015	10/30/2016	10/29/2017
Chief Engineer	\$29.60	\$30.05	\$30.50	\$30.95	\$31.40
3rd Class Engineer incumbent only	\$27.60	\$28.05	\$28.50	\$28.95	\$29.40
Maintenance Engineers (4th class)					
0 - 500 hours	\$20.95	\$20.95	\$20.95	\$20.95	\$20.95
501 - 1000 hours	\$23.65	\$23.65	\$23.65	\$23.65	\$23.65
over 1000 hours	\$27.10	\$27.55	\$28.00	\$28.45	\$28.90
Maintenance Mechanics					
0 - 1000 hours	\$21.15	\$21.15	\$21.15	\$21.15	\$21.15
1001 - 2000 hours	\$23.55	\$23.55	\$23.55	\$23.55	\$23.55
over 2000 hours	\$25.90	\$26.35	\$26.80	\$27.25	\$27.70
Equipment Mechanics					
0 - 1000 hours	\$21.15	\$21.15	\$21.15	\$21.15	\$21.15
1001 - 2000 hours	\$23.55	\$23.55	\$23.55	\$23.55	\$23.55
over 2000 hours	\$25.90	\$26.35	\$26.80	\$27.25	\$27.70
Janitor					
0 - 520 hours	\$14.30	\$14.30	\$14.30	\$14.30	\$14.30
521 - 1040 hours	\$14.80	\$14.80	\$14.80	\$14.80	\$14.80
1041 - 2080 hours	\$15.37	\$15.37	\$15.37	\$15.37	\$15.37
2081 - 3120 hours	\$16.67	\$16.67	\$16.67	\$16.67	\$16.67
3121 - 4160 hours	\$17.90	\$17.90	\$17.90	\$17.90	\$17.90
Over 4160 hours	\$21.10	\$21.55	\$22.00	\$22.45	\$22.90
Lead Hand	\$21.60	\$22.05	\$22.50	\$22.95	\$23.40

PT Employees Hired After Nov 27, 2002	Current	4/19/2015	10/25/2015	10/30/2016	10/29/2017
0 - 500 hours	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
501 - 1000 hours	\$14.20	\$14.20	\$14.20	\$14.20	\$14.20
1001 - 1500 hours	\$14.40	\$14.40	\$14.40	\$14.40	\$14.40
1501 - 2000 hours	\$14.60	\$14.60	\$14.60	\$14.60	\$14.60
2001 - 2500 hours	\$14.80	\$14.80	\$14.80	\$14.80	\$14.80
2501 - 3000 hours	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
3001 - 3500 hours	\$15.20	\$15.20	\$15.20	\$15.20	\$15.20
3501 - 4000 hours	\$15.40	\$15.40	\$15.40	\$15.40	\$15.40
4001 - 4500 hours	\$15.60	\$15.60	\$15.60	\$15.60	\$15.60
4501 - 5000 hours	\$15.80	\$15.80	\$15.80	\$15.80	\$15.80
Over 5000 hours	\$16.00	\$16.45	\$16.90	\$17.35	\$17.80

**For Part Time Employees Hired After February 8, 2009
and appointed to full-time the following classifications
will apply:**

Janitor	Current	4/19/2015	10/25/2015	10/30/2016	10/29/2017
0 - 520 hours	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
521 - 1040 hours	\$15.90	\$15.90	\$15.90	\$15.90	\$15.90
1041 - 2080 hours	\$16.30	\$16.30	\$16.30	\$16.30	\$16.30
2081 - 3120 hours	\$16.70	\$16.70	\$16.70	\$16.70	\$16.70
3121 - 4160 hours	\$17.10	\$17.10	\$17.10	\$17.10	\$17.10
Over 4160 hours	\$17.50	\$17.95	\$18.40	\$18.85	\$19.30
Janitor Lead Hand					
0 - 500 hours	\$15.80	\$15.80	\$15.80	\$15.80	\$15.80
501 - 1000 hours	\$16.10	\$16.10	\$16.10	\$16.10	\$16.10
1001 - 1500 hours	\$16.40	\$16.40	\$16.40	\$16.40	\$16.40
1501 - 2000 hours	\$16.70	\$16.70	\$16.70	\$16.70	\$16.70
2001 - 3000 hours	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
3001 - 4000 hours	\$17.30	\$17.30	\$17.30	\$17.30	\$17.30
4001 - 5000 hours	\$17.60	\$17.60	\$17.60	\$17.60	\$17.60
5001 + hours	\$18.00	\$18.45	\$18.90	\$19.35	\$19.80

Note: Any scale above that refers to "hours" shall be interpreted as "hours worked or paid".

Part-time employees under this pay scale who become full-time employees will be credited with the number of hours worked as a part-time employee to determine the correct position on the full-time scale.

One day will be equal to eight (8) hours worked or paid for the purpose of administering increment scales in the above classifications.

Any employee who at the time of the signing of this agreement is receiving a higher rate than specified in the wage scale will not have his rate reduced.

Wages

1. All employees on the payroll of the Company on the date of ratification will receive a wage increase of forty-five (45¢) cents per hour effective the first full pay period after ratification.
2. Forty-five (45¢) cents per hour increases will be applied to any employee on the payroll effective October 25/2015, October 30/2016, and October 29/2017.
3. Wage scales will be adjusted by increasing the top rate in each classification only.
4. Any employee who is placed at an off scale rate as a result of the increases referred to above will remain at that off scale rate until his service and experience qualify him for the next higher rate in the new scale.
5. Retroactivity will be paid to all employees on the payroll of the Company on the date of ratification at the rate of forty-five (45¢) cents per hour for all regular hours worked or paid from October 26, 2014 until the Saturday prior to the new wage scales being implemented.

Appendix "F"

Education and Training Fund

The Company agrees, effective January 28, 1996, to contribute three cents (3¢) per hour to the Education and Training Fund for each regular hour worked.

Appendix "G"

Maternity Leave / Parental Leave / including Adoption Leave / Compassionate Leave

A. Maternity Leave

A female employee, who has completed seven (7) consecutive months of employment with the Company, shall be granted maternity leave of absence without pay by the Company consisting of a continuous period to a maximum of seventeen (17) weeks. An employee who wishes to take this leave shall submit to the Company an application in writing, 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.

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

(1) Entitlements

Every employee

(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 has completed seven (7) consecutive months of employment; and
- (c) 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 to a maximum of thirty-seven (37) weeks.

(2) Commencement of Leave

Subject to the following paragraph, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee shall decide when his or her parental leave is to commence.

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

(3) Late Application for Parental Leave

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

C. Reinstatement of Employee

- (1) An employee who wishes to be reinstated on the expiration of any of the leaves granted in accordance with this section shall notify the Company in advance of not less than two (2) full calendar weeks of the day she intends to return to work. An employee wishing to return to work prior to the expiration of maternity and/or paternal leave shall notify the employer in writing at least two (2) weeks in advance of his/her return. On return from maternity and or paternal leave, the employee shall be placed in his or her former or comparable classification at the same salary level.

- (2) An employee on leave under this article shall accrue seniority credits throughout his/her period of 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.

Compassionate Leave

Employee(s) who have been employed for at least thirty (30) days will be allowed up to eight (8) weeks of compassionate care leave for the purpose of providing care or support to a seriously ill family member. The employee must also provide a medical certificate stating that the eligible family member has a serious medical condition with a “significant risk of death within 26 weeks”, and that the family member requires care or support from one or more family members. Family member is defined as:

- your child or the child of your spouse or common-law partner
- your wife/husband or common law partner
- your father or mother
- your father’s wife/mother’s husband; or
- the common-law partner of your father/mother

Notification, eligibility and duration requirements shall be as per the Employment Standards Code.

LETTERS OF UNDERSTANDING

BETWEEN: **SOBEYS WEST INC.
(WINNIPEG WAREHOUSE)**

AND: **UNIFOR
LOCAL 468**

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

Letter #1 **INCLEMENT WEATHER**

1. If, because of bad weather, an employee has difficulty in reporting for his shift, he shall be paid on the following basis:
 - Reporting within first four (4) hours of the shift - pay for the full shift;
 - Reporting within the second four (4) hours of the shift - pay for four (4) hours of the shift.

2. Any employee, reporting for work after two (2) hours of his scheduled starting time, will receive overtime rates of pay only after the completion of eight (8) hours of work.

3. Preference in overtime work will be given to those employees who report for work.

Letter #2 UNION IDENTIFICATION

The Company agrees that during the term of this Agreement, it will permit the Union to supply and install a sign at the Distribution Centre and Frozen Foods indicating the unit is represented by **UNIFOR**. The size, appearance and location of the sign must first be approved by management but will be displayed in a prominent position.

Letter #3 TRANSPORTATION COST

The cost of transportation for employees to or from work between twelve (12:00) o'clock midnight and six (6:00) o'clock in the forenoon shall be at the expense of the Employer included in the employee's classified hourly rate of pay.

Letter #4 VACATION PAY ALLOWANCE

Further to Article 5.14 of the Collective Agreement, if an employee has become eligible for six (6%) percent vacation pay under the Employment Standards Code, Province of Manitoba, he will become entitled to:

8% of his earnings after 16,640 hours worked or paid;

10% of his earnings after 31,200 hours worked or paid.

The vacation pay allowance shall be based on the employee's previous earnings (January 1st to December 31st).

Letter #5

In the event of a major change, i.e. affecting the starting times of 50% of the full-time employees in a department, full-time employees shall be entitled to exercise their preference in order of seniority from available shifts within the employee's classification to the extent that the employee can meet the requirements of the job.

Shifts are understood to be a shift for the week.

Letter #6 SAFETY FOOTWEAR

The Company will pay up to a maximum value of seventy (\$70.00) dollars (less taxes) to be applied towards the purchase of the C.S.A. approved safety footwear (i.e. approved for warehouse work).

To qualify for such maximum value payment:

1. An employee must have worked an average of twenty-four (24) hours or more per week in a fifty-two (52) week period prior to the date of purchase.
2. Payment will only be made upon receipt of proof of purchase.
3. Approved safety footwear replacement for employees under twenty-four (24) hours average will be the employee's responsibility.

The above noted amount may be carried over to a maximum of one additional year.

This letter of understanding will not apply to employees in the Frozen Foods Warehouse unless the employee has worked in another of the Company warehouse facilities where safety footwear is not provided at least 200 hours in the previous 52 weeks from date of purchase.

Letter #7 NEW PAYROLL BI-WEEKLY

The Union agrees that the Company may change its payroll to a bi-weekly payroll: that is, paid every second week, and the Union agrees that the Company, if they do so, shall have complied with the Agreement. It may also include a direct deposit. When the Company decides to switch to this other payroll system, it shall follow the following procedure:

1. Give employees at least ninety (90) days' notice of change;
2. Assist employees by advancing one or two week's pay in the event of a personal financial hardship, one time only at the beginning of the change-over;
3. In the event of a direct deposit, it shall pay to the financial institution of the employee's choice, if an employee has a bank account. If the employee does not have a bank account, the Company shall be free to designate such bank location;
4. The Company shall provide a detailed account of earnings and deductions as

previously done;

5. Union dues shall continue to be calculated on the amount paid on a weekly basis;
6. Income tax rates shall be calculated when switching to a two week pay period as if it were on a weekly period, in accordance with the Department of Revenue;
7. Vacation shall be paid in advance on the last regular bi-weekly day of the deposit.

Letter #8 FIVE MINUTE WASH-UP TIME

The Company will continue the practice of the five (5) minute wash-up time as paid for the duration of the Collective Agreement expiring **October 27, 2018**.

Letter #9 ENGINEER-MAINTENANCE DEPARTMENT 4 - 10 HOUR WORK WEEK

The following condition shall apply with respect to the work week for full-time employees in the Engineer-Maintenance Department:

1. Rest Periods and Lunch
The Company would be agreeable to a total of 3 rest periods during a shift without a 30 minute lunch period, if workable, i.e. a 10 minute - 15 minutes - 10 minute schedule, with pay.
2. Statutory Holidays
Hours of work shall be scheduled as follows:

A work week providing for 8 hours off for the Statutory Holiday and 2 shifts of 11 hours and one of 10 hours at regular rate, or at the option of the employee, three 10 hour shifts, subject to mutual agreement between Management and the employee.
3. Section 14.01 (5) - Sick Days
It is understood that full-time employees on a 4 -10 hour day work week would accrue 1/2 day per month in the amount of 4 hours, not 5 hours.
4. Jury Pay, Bereavement

A day approved for the above leave of absence would be paid at 10 hours if they fall on the employee's work day, in accordance with the agreement.

5. Group Insurance and W.C.B.

Group Insurance and WCB - Absences for bona fide illness or accident will be administered on the basis of each shift being ten (10) hours. For the purposes of administering weekly indemnity it will pay after the first three (3) days (thirty (30) hours maximum) and on the first day if hospitalized.

6. Appendix E-1.05

In the administration of this section, the period of time and one-half shall be for the first 5 hours, not 4 hours, subject to review by Management in the event an 8 hour shift is required.

This understanding originated from a trial period conducted in 1992 and shall continue for the duration of the current collective agreement expiring **October 27, 2018**, save and except for the sole discretion of Management to cease, in full or in part, the 4 - 10 hour work week.

Letter #10 JOINT LABOUR/MANAGEMENT COMMITTEE

The Company and the Union agree to establish a Joint Labour/Management Committee for the purpose of discussing and resolving warehouse concerns including those related to the CALM system, raised by employees and/or the union. The Company will meet with the Committee on a regular basis (up to three (3) times/year) to discuss and attempt to resolve concerns bearing in mind the efficient operation of the warehouse.

Letter #11 RELIEF SUPERVISORS

The Company agrees that except in extremely unusual circumstances relief supervisors will not be utilized in periods of less than eight (8) hours. The Company will post the name of the relief supervisor on a day-by-day basis in the department with a copy provided to the union steward. The steward may fax the posting to the union office. An employee who acts as a relief supervisor at least 125 shifts in the calendar year will schedule their vacation in the following calendar year on the supervisors list or in the event collectively a number of relief supervisors act as relief supervisors for more than 125 shifts in a year in a department, the relief supervisor with the most relief events in the year will be put on the supervisors vacation schedule. The Company agrees to continue the current practice of paying an employee(s) \$10.00 per day in addition to his classified rate of pay when the employee is designated by the Company as a Relief Supervisor.

Letter #12 OVERTIME

The parties agree that the issue of overtime will be monitored by the JLM over the period of twelve (12) months from **April 16, 2015**. If the JLM concludes that overtime allocation issues have not presented a problem to the Company, to the extent of getting the orders concluded in a timely fashion as a direct result of the employees refusing to work overtime during that period, the language contained hereinafter shall be deemed null and void. In the event the Committee agrees a difficulty has existed with the allocation of overtime in that period the language hereinafter shall be deemed effective from the date of that determination until the expiry of the collective agreement.

'The parties agree that to the extent possible overtime shall be voluntary and by mutual agreement with the overtime being offered to the senior employee in the department, on the shift, ability and qualifications being sufficient to handle the regular duties to be performed on the overtime shift. In the event the Company does not get sufficient volunteers, the Company may require qualified part-time employees to work the overtime. In the event sufficient part-time employees are not available the Company may require the junior qualified full-time employee(s) in increasing order of seniority to perform the required overtime. The Company will provide the employees with as much notice as possible of the overtime to be worked. In no event will an employee who has been given less than one (1) hour's notice of the overtime be required to work. If an employee is required to work overtime he would receive a minimum of one (1) hour's work. No employee would be required to work more than five (5) hours in a week.

Call-ins and 6th shift opportunities will be offered by seniority to employees in the department, ability and qualifications being sufficient to handle the regular duties to be performed.'

Letter #13 APPENDIX 'A' - NIGHT GROCERY RECEIVING SHIFT

In the event the Company wishes to implement a ten (10) hour day system for certain jobs and the employees affected indicate their wish to move to such a system (subject to confirmation from the Union) the following conditions will apply to the basic work week for full-time employees:

- 1) Work Week and Hours of Work - The basic work week will be four (4) days at ten (10) hours/day with a minimum of two consecutive days off work.
- 2) Overtime will be paid after 10 hours per day or 40 hours per week.
- 3) Rest and Lunch Periods - Employees will be allowed two (2) paid fifteen (15) minute rest periods and one (1) thirty (30) minute unpaid meal period in each ten (10) hour day. Should the majority of employees agree the Company would implement a system wherein the employees took only two (2) breaks in the day of twenty (20) minutes each, both with pay.
- 4) Statutory Holidays - During the week of a statutory holiday employees will work four (4) eight (8) hour shifts and receive eight (8) hours statutory holiday pay.
- 5) Sick Pay (re: 14.01 (5)) - Employees working the four (4) ten (10) hour day shift will accumulate sick credits at four (4) hours/month, not five.
- 6) Jury Duty and Bereavement - A day approved for this leave would be paid at ten (10) hours if it falls on the employee's work day, in accordance with the agreement.
- 7) Group Insurance and WCB - Absences for bona fide illness or accident will be administered on the basis of each shift being ten (10) hours. For the purposes of administering weekly indemnity it will pay after the first three (3) days (thirty (30) hours maximum) and on the first day if hospitalized.

Letter #14 POSTING OF SCHEDULE

The Company will make every effort to have the schedule in each department posted by Thursday noon of each week. In the event an employee is scheduled off on Thursday and Friday he/she may request to have information about this schedule for the next week on Wednesday. It is understood that the posted schedule is not a guarantee of hours for the week.

Letter #15 RELIEVING OUT-OF-SCOPE EMPLOYEES

The parties agree that bargaining unit employees who relieve an out-of-scope employee who regularly works 10 hour days will be entitled to overtime after 10 hours worked each day.

Letter #16 SCHEDULING PART-TIME EMPLOYEES

The Company agrees that in the matter of scheduling part-time employees the current practice will continue. In the event any employee(s) believes that this practice has changed or is in any way unfair or improper they may raise the matter with their department manager or shop steward. The Company agrees to attempt, in good faith, to resolve the concern raised. The Company and the Union agree that the matter of scheduling will be a standing item on the regularly scheduled JLM's. These JLM's will occur not less frequently than quarterly except with the mutual agreement of the Company and the Union.

Letter #17

The Company agrees that an employee who calls in sick will not be sent home for not providing a doctor's note to verify an absence unless the employee has been asked for the note in advance.

Letter #18 SUNDAY WORK

Notwithstanding A-1.04, B-1.04, C-1.04, D-1.04, E-1.06 during the period of May 15 to September 15 of each year, if an employee works overtime on a Sunday and subsequently fails to work his full schedule for that week on more than one occasion, any additional Sundays worked that year during May 15 to September 15 where his full schedule is not worked for that week will be paid at straight time.

Letter #19 10 HOUR DAYS FROZEN FOODS

In the event the Company wishes to implement a ten (10) hour day system for the Frozen Foods Warehouse the Company agrees to notify the union of such an intention as far in advance as possible. Upon request the Company agrees to meet with the Union to discuss any aspects of the change. Subject to confirmation from the Union the following conditions will apply to the basic work week for full-time employees:

1. Work Week and Hours of Work - The basic work week will be four (4) days at ten (10) hours/day with a minimum of two consecutive days off work.
2. Overtime will be paid after 10 hours per day or 40 hours per week.

3. Rest and Lunch Periods - Employees will be allowed two (2) paid fifteen (15) minute rest periods and one (1) thirty (30) minute unpaid meal period in each ten (10) hour day. Should the majority of employees agree the Company would implement a system wherein the employees took only two (2) breaks in the day of twenty (20) minutes each, both with pay.
4. Statutory Holidays - During the week of a statutory holiday full time employees will work four (4) eight (8) hour shifts and receive eight (8) hours statutory holiday pay.
5. Sick Pay (re: 14.01 (5)) - Employees working the four (4) ten (10) hour day shift will accumulate sick credits at four (4) hours/month, not five.
6. Jury Duty and Bereavement - A day approved for this leave would be paid at ten (10) hours if it falls on the employee's work day, in accordance with the agreement.
7. Group Insurance and WCB - Absences for bona fide illness or accident will be administered on the basis of each shift being ten (10) hours. For the purposes of administering weekly indemnity it will pay after the first three (3) days (thirty (30) hours maximum) and on the first day if hospitalized.

Letter #20 INVENTORY CONTROL CLERK

The parties agree as follows:

- 1) The position of Inventory Control Clerk will be established by the Company in it's Perishable Goods Warehouse in Winnipeg.
- 2) The rate of pay for this classification will be the same as for the Head Receiver classification in Appendix B.
- 3) The normal shift for the classification would be a day shift (Monday to Friday 4:00 am to noon) except where the Company requires an alternate shift as a result of inventory, warehouse relines, changes in store ordering schedules or similar events. The Company will attempt to provide fourteen (14) days notice of such change to the employee(s) affected.
- 4) The position will be posted and filled in accordance with the Collective Agreement. For the purpose of this classification, merit and ability shall be deemed to mean that the employee to be considered for the position will have good computer skills, and have been well versed in Expres (EX20), have the ability to work independently and have good communication skills.

- 5) Relief for the position would be selected from those who have experience in Head Receiving position as well as good knowledge in the Expres related job functions.

Letter #21 HEALTH AND SAFETY

The Company, the Union and the employees mutually agree to co-operate in maintaining and improving safe working conditions in the Company's operations as well as complying with the obligations and responsibilities set out in the *Workplace Safety and Health Act of Manitoba*.

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

The parties agree to maintain the current practice with respect to departmental Health and Safety Committees in the warehouse. No more than twice per year these departmental Safety Committees may meet in one large unit wide meeting. The co-chairpersons shall be elected by and from the members of the committee. One co-chair shall be a union member, the other shall be a Company member.

The Company agrees to comply with Health and Safety legislation as amended from time to time regarding Health and Safety education. The law currently provides that the Company shall allow members of the committee, to take educational leave each year for the number of hours the worker normally works during two normal working days, without loss of pay or other benefits, for the purposes of attending workplace safety and health training seminars, programs or courses of instruction offered by the Workplace Safety and Health Division or approved by the Workplace Safety and Health Committee.

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 as promptly as reasonably possible in responding to any health and safety concerns raised.

Letter #22 FULL-TIME STACKERS / RECEIVERS

Notwithstanding anything in the terms of this agreement, the Company will have the right to assign full time stacker/receivers from Perishable to Grocery or the reverse on an as needed basis for receiving purposes.

Letter #23 BENEFIT COVERAGE

An employee who has qualified for benefits under Article 14 of the current collective agreement who commences an approved leave of absence will be given the opportunity to maintain certain benefit coverage by pre-paying the cost of that coverage.

In the event the employee chooses to not pre-pay the cost of benefits his/her coverage will terminate on the date of the commencement of the leave and will be reactivated on the date the employee returns to work.

Letter #24 POLITICAL OFFICE

Upon completion of two (2) years of service, an employee shall be entitled to a one (1) year leave of absence, without pay, but with the maintenance of seniority rights, for the purpose of serving as an elected official of the Provincial Legislature or Federal House of Commons.

Letter #25

PART-TIME EMPLOYEES REQUESTING FULL-TIME EMPLOYMENT

For the purpose of administering paragraph 8.04 (5) of the collective agreement, management's judgement of the ability and merit of part-time employees who have requested full-time employment shall include such considerations as:

1. productivity in terms of achieving the engineered standard (currently the CALM system)
2. general aptitude and quality of work;
3. reliability; and
4. attendance (absences due to approved leave of absence will not be considered).

Management shall not be arbitrary or discriminatory in reaching its decision.

Where, in the judgement of the Company, the ability and merit of two or more employees are equal, the successful applicant will be the employee with the greatest career hours with the Company since his most recent date of hire who has not been restricted during the thirty (30) day period prior to the posting.

Letter #26 VACATIONS

1. A vacation list shall be submitted to the employees requesting them to indicate their preference as to vacation dates.
2. It is agreed that employees with the longest department seniority will have priority, however both parties agree that the vacation schedule must be practical insofar as the operation of the business is concerned.
3. Full-time Employees in order of seniority will be permitted to indicate a preference for up to a three (3) consecutive week period in prime time (currently defined as the week of the short week in May through the end of the short week in September and including the short weeks of Christmas and New Years). After all employees have indicated a preference the process will be repeated for all remaining weeks.
4. The number of employees allowed to be away at any one time will be determined from time to time by the Company with consideration given to the work force available and the amount of work required to be performed. However currently the maximum numbers are as follows: Grocery – seven (7) on regular weeks, and five (5) on short weeks. Perishable – five (5) on regular weeks, three (3) on short weeks and two (2) in the weeks of Christmas and New years. Frozen – one (1) in any week. Maintenance – one (1) per employee group in any week (Engineers, Maintenance, Janitors). Salvage – one (1) in any week.
5. Vacation schedules shall be prepared and posted not later than April 1st each year, after which time, except in cases of extreme emergency, the schedule shall not be changed.
6. An employee who moves into another department and who's vacation has already been approved in the previous department will for that year only receive their vacation in the previously agreed to time.

SIGNED THIS 27th DAY OF July 2015.

ON BEHALF OF THE UNION

Hyunwoo
Bernie McKee
Mavis
Choi

ON BEHALF OF THE COMPANY

Dave Williams
Frank Andrews
[Signature]
[Signature]