

COLLECTIVE AGREEMENT

BETWEEN

SOBEYS CAPITAL
INCORPORATED

AND

UNITED FOOD & COMMERCIAL
WORKERS CANADA UNION,
LOCAL NO. 401

Renewal: ***July 21st, 2026***

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THIS AGREEMENT made this _____ day of _____, **2023.**

BY AND BETWEEN: SOBEYS CAPITAL INCORPORATED,
Edmonton, Alberta, hereinafter referred to as
"the Company"

AND: UNITED FOOD & COMMERCIAL
WORKERS CANADA UNION, LOCAL NO.
401; hereinafter referred to as "the Union".

WHEREAS: The Company and the Union desire to cooperate 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 peaceable adjustment of all disputes which may arise between them, so as to secure full employment, uninterrupted operation, and general stabilization of employment and industry.

In the Agreement, wherever the words "he", "she", "her", or "him" appear, it shall be construed as meaning any employee, male or female. Wherever the words "employee" or "employees" appear, it shall mean any person or persons covered by this Agreement.

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

Article 1 – **Company Policies**

All employees shall have access to a copy of the Company policies that apply to them.

Article 2 – Bargaining Agency

The United Food and Commercial Workers Canada Union, Local No. 401 shall be the sole bargaining agent for all warehouse employees employed at the following location or any relocation of this operation in the City of Edmonton:

Edmonton Retail Support Centre, 12910 – 156 Street N.W.

Article 3 – Scope

This Collective Agreement shall cover all employees engaged in warehousing duties at the above-mentioned location, except those in a supervisory capacity with the right to hire and fire, those in a confidential capacity with a knowledge of labour relations, office staff, and Management trainees.

Article 4 – Union Security

4.1 The Company agrees to retain in its employ within the bargaining unit as outlined in Articles 2 and 3 of this Agreement, only members of the Union in good standing. The Company shall be free to hire new employees who are not members of the Union, provided said non-members shall be eligible for membership in the Union and shall make application within **seven (7)** days after employment. Employees shall pay Union dues as set forth from time to time by the Union upon written authorization by the Union.

4.2 Bargaining Unit Work

The Company shall not assign work normally performed by members of the UFCW bargaining unit to Sobeys

Edmonton RSC employees who are outside the bargaining unit (i.e. Management or Edmonton RSC employees represented by another trade union).

4.3 The Company agrees to provide each new employee at the time of employment with a form letter outlining to the employee ***their*** responsibility in regard to Union membership and outlining the provisions of Article 4.1 of this Agreement and to provide the Union, in writing, with the name and address of each employee to whom the form letter has been presented, along with the employee's date of hire. The form letter shall be forwarded to the Union not later than ten (10) working days after the employee's date of hire. The Union shall bear the expense of printing the letter, the contents of the letter to be such that it is acceptable to the Company.

4.4 The Company agrees to deduct from the regular pay cheque of each employee, upon proper authorization from the employees affected, initiation fees, Union dues, and assessment as authorized by the Union. Moneys deducted during any month shall be forwarded by the Company to the Union not later than the fifteenth (15th) day of the following month, and accompanied by written statement of the names of the employees for whom the deductions were made and the amount of each deduction.

The Company further agrees, automatically, to deduct Union dues from the wages of all new employees. The employee shall, within ***seven (7)*** days after commencement of employment, provide the Company with a signed authorization for such deductions. The Company agrees to have the membership application forms, dues, and initiation fee deduction forms signed by the employee at the time of hiring.

If there are errors or omissions, the errors or omissions shall be corrected.

- 4.5** In the event the Company engages the services of a temporary employment agency to perform bargaining unit work, the Company will pay the Union an amount equivalent to the weekly Union dues that would have been paid by bargaining unit members.
- 4.6** Upon mutual agreement, the Company may submit the dues electronically in a manner acceptable to both parties.
- 4.7** ***The Company agrees to list Union dues deductions of the employees on the T-4 Income Tax form for all employees in the Bargaining Unit.***
- 4.8** ***The Company will supply a report to the Union containing the following information on a mutually agreed data processing medium following the close of the Company's four (4) or five (5) week accounting period:***
- i. Full name;***
 - ii. Employee number;***
 - iii. Status (full-time, part-time, active, inactive);***
 - iv. Classification;***
 - v. Store number;***
 - vi. Social Insurance Number;***
 - vii. Date of birth;***
 - viii. Date of hire;***
 - ix. Union seniority date;***
 - x. Vacation date;***
 - xi. Termination date and reason for termination;***
 - xii. Home address;***
 - xiii. Phone number;***

- xiv. Current rate of pay;*
- xv. Hours worked in the period;*
- xvi. Career hours in current classification;*
- xvii. Balance of accumulated Sick Leave credits;*
- xiii. Union dues deducted for the period;*
- xix. Initiation fees deducted for the period; and*
- xx. Education and Training Fund hours.*

Article 5 – Basic Work Week

- 5.1 (a) The basic work week for full-time employees covered by this Agreement shall be forty (40) hours consisting of five (5), eight (8) hour shifts.

Management undertakes that where possible and subject to customer service needs and operational requirements, employees will be scheduled five (5) consecutive days.

- (b) The basic work week shall be reduced by eight (8) hours for each paid holiday that occurs in a week.

(c) **Ten (10) Hour Work Days**

- (i) As an exception to the above, the basic work week for full-time employees working ten (10) hour days covered by this Agreement shall be forty (40) hours consisting of four (4) ten (10) hour shifts.
- (ii) There will be two (2) paid rest periods of twenty (20) minutes and will be scheduled as close to mid-shift as possible between start time and lunch break as well as lunch break and finish time.

- (iii) Sick time will be prorated in conjunction with the allowances as stated in the Collective Agreement for all employees and will be paid based on that rate.

(i.e. - If you call in sick and you have sick time, you will receive ten (10) hours' sick time for this day)

- (iv) Overtime will be paid as follows. The first hour worked over ten (10) hours in any given day will be paid at one and one half ($1 \frac{1}{2} \times$) times the regular rate of pay. All hours worked after the first hour at one and one half ($1 \frac{1}{2}$) will be at double their regular rate of pay.

- (v) Paid holidays will be prorated in conjunction with the allowances as stated in the Collective Agreement for all employees and will be paid based on that rate.

(i.e. - If you work ten (10) hour shifts, your paid holiday pay will be ten (10) hours' pay)

- (vi) Days off will be consecutive whenever possible but at the very least each employee will have as a minimum two (2) consecutive days off.

5.2 The Company and the Union recognize that overtime may be required from time to time and that it is in the best interest of the Company and the employees to keep it to a minimum. All overtime work shall be performed only after authorization by the Company.

5.3 Hours of work worked in excess of those set forth in this article shall be compensated for at time and one half ($1 \frac{1}{2}$

X) the regular hourly rate for the first three (3) hours and double (2X) time thereafter in any one (1) day. For full-time employees only, all work performed on an employee's second day off in a week will be paid at double the regular hourly rate of pay (for example: an employee who works Monday to Friday will be paid double (2X) time for work on Sunday; an employee who works Tuesday to Saturday will be paid double (2X) time for work on Monday; an employee who works Sunday to Thursday will be paid double (2X) time for work on Saturday). For employees working four (4), ten (10) hour shifts, double (2X) time will be paid for work performed on the third day off in a week (for example: an employee who works Monday to Thursday will be paid double (2X) time for work on Sunday).

It is understood that if an employee is absent without approved leave or has taken unpaid sick time, the above noted overtime rates will not apply. In cases where the employee has been paid for a partial sick day, the employee working an overtime day will work the balance of time from their unpaid sick day at straight time and then work the remaining of the overtime day at the applicable overtime rate. For example: If an employee was paid six (6) hours of sick time and had two (2) hours of unpaid sick time, the employee working on their second day of rest would work the first two (2) hours at straight time and the remainder of the shift would be paid at double (2X) time.

- 5.4 All work performed in excess of eight (8) hours in a day (or ten (10) hours in a day for employees working ten (10) hour shifts) or forty (40) hours in a week, including when employees stay to complete an assignment, will be paid at overtime rates.

- 5.5
- (a) When there is overtime to be worked, it will be offered in order of seniority to the employees currently working provided they are capable of performing the required work, ***excluding transportation***.
 - (b) If there are still insufficient volunteers, employees within the department will be called in early for their shift by seniority, provided they are capable of performing the required work.
 - (c) After this, employees in other departments will be called in early for their shift, provided they are capable of performing the required work.
 - (d) Finally, if there is still a need for overtime, employees will be called in by seniority on their day off.
 - (e) The Company will advise employees required to work overtime by mid-shift of the same day. Employees will be excused from the requirement to work overtime for bona fide reasons such as pre-arranged appointments and pre-arranged personal commitments, provided they advise of the restriction at the start of the shift. The Company will not act unreasonably in excusing employees from overtime for bona fide reasons, and employees will limit their requests to be excused to the greatest extent possible.
 - (f) Employees who are students will not be required to work overtime while attending school.

5.6 It is understood that for all purposes of the Collective Agreement there shall be five (5) departments. The departments are:

- (i) Truck Shop
- (ii) Transportation
- (iii) Maintenance
- (iv) Inbound
- (v) Outbound

5.7 Employees working a shift of seven (7) hours or more shall receive a meal period of thirty (30) minutes without pay to be taken as near mid-shift as possible. Employees working a shift of less than seven (7) hours will have an optional meal period of thirty (30) minutes without pay.

In addition to the above, employees working a shift of six (6) hours or more shall receive two (2) rest periods of fifteen (15) minutes with pay. Employees entitled to two (2) rest periods shall receive one (1) rest period before and one (1) rest period after the meal period.

Employees working five (5) hours or less shall receive a paid rest period as near to mid-shift as possible.

5.8 When an employee is required to work forty-five (45) minutes or more of overtime, the employee shall receive a paid rest period at the commencement of the overtime, i.e.:

- Thirty (30) minutes of overtime work required: no rest period = thirty (30) minutes overtime pay.
- Forty-five (45) minutes of overtime work required: fifteen (15) minute rest period and forty-five

(45) minutes of overtime work = one (1) hour overtime pay.

Meal Allowance

When an employee works unscheduled overtime of three (3) or more hours in duration at the end of a shift, a meal allowance of six (\$6.00) dollars will be paid.

- 5.9 An employee will be allowed ten (10) hours of rest between shifts, except in an emergency or whereby mutual agreement between the Company and the employee eight (8) hours of rest between shifts is allowed.
- 5.10 (a) The shift schedule for full-time employees shall be posted by 11:00 p.m. Saturday of the previous week in which the schedule is to take effect, and forty-eight (48) hours' notice of change is required except in the case of emergencies. The most senior employees within the shift and classification affected will have the first opportunity to have their shift changed. If no senior employee(s) chooses to change **their** shift, then the junior employee's(es') shift may be changed.
- (b) In the event that a full-time employee reports to work and there is less than four (4) hours' work available, **they** will be paid four (4) hours' pay unless the employee elects to leave prior to the end of the four (4) hours.
- 5.11 The maximum basic work week for part-time employees shall be up to eight (8) hours per day or forty (40) hours per week except as provided by Article 5.1(b). All hours worked in excess of the foregoing shall be considered overtime and paid for as per Articles 5.2, 5.3, 5.4, and 5.5. Part-time

employees shall not be scheduled less than four (4) hours on any given day. Part-time employees shall be allowed ten (10) hours between shifts as per Article 5.9.

All hours worked on the sixth (6th) and seventh (7th) day of any given week will be considered overtime and paid at the established rate.

It is understood that if an employee is absent without approved leave or has taken unpaid sick time, the above noted overtime rates will not apply. In cases where the employee has been paid for a partial sick day, the employee working an overtime day will work the balance of time from their unpaid sick day at straight time and then work the remaining of the overtime day at the applicable overtime rate. For example: If an employee was paid six (6) hours of sick time and had two (2) hours of unpaid sick time, the employee working on their second day of rest would work the first two (2) hours at straight time and the remainder of the shift would be paid at double (2X) time.

- 5.12 Part-time employees shall receive rest and meal periods as per Article 5.7 unless the employee works less than six (6) hours. When a part-time employee works less than six (6) hours, **they** shall receive one (1) paid fifteen (15) minute rest period as near mid-shift as possible. Part-time employees shall receive overtime rest period(s) as per Article 5.8.
- 5.13 (a) The shift schedule for part-time employees shall be posted by 11:00 p.m. Saturday of the previous week in which the schedule is to take effect, and forty-eight (48) hours' notice of change is required except in the case of emergencies.

- (b) In the event that a part-time employee reports to work and there is less than four (4) hours' work available, **they** will be paid four (4) hours' pay unless the employee elects to leave prior to the end of the four (4) hours.
- (c) Part-time employees will be required to declare their availability for scheduled shifts (on an Availability Form) upon being hired and will be required to be available at least one (1) eight (8) hour shift on every weekend (Friday midnight to Sunday midnight).
- (d) Available hours within the classification will be scheduled by seniority to the unrestricted part-time employees first and then by seniority to the restricted part-time employees.
- (e) (i) When the Company requires additional employees to work, it will call in **unrestricted** part-time employees in order of seniority. ***If there are still available hours once the unrestricted part-time employees have been canvassed, the Company will canvass the restricted part-time employees by seniority.***
- (f) Any part-time employee can change **their** availability four (4X) times per year by obtaining a new Availability Form from **their** Supervisor and submitting it. ***Employees are unable to further restrict their availability after November 1st of each year.***
- (g) A part-time employee who fails to provide the Company with a completed Availability Form prior to the above dates will be scheduled according to **their** previous Availability Form.

(h) Warehouse employees hired after July 21st, 2022 will be required to be available for a minimum of two (2) shifts during the week, with at least one (1) shift occurring on the weekend.

(i) The Company will indicate on the posted schedules all employees who have restricted their availability.

(j) The Company will allow the Union to review and photocopy completed Availability Forms upon request.

(k) Additional Full-Time Postings

The Company and the Union shall meet once every six (6) months to discuss if there is an opportunity to post additional full-time roles. Additional roles shall be posted in accordance with the Collective Agreement. The Company will present their rationale if any full-time position(s) are not maintained at this meeting.

5.14 When a part-time employee maintains an average of forty (40) hours or more per week over twelve (12) consecutive weeks, excluding covering for vacation, LTD, WCB, STD, or approved leave of absence, a full-time position shall be deemed to exist. The position shall be posted within two (2) weeks and filled as per Article 12.3 of the Collective Agreement.

5.15 Call-In Language

Where an employee is called in to work earlier than ***their*** regular or assigned starting time, then overtime rates for the work performed prior to the regular assigned starting time will only apply if the employee works in excess of eight (8)

hours on that shift or the hours worked will exceed the hours of the basic work week. Time so worked in excess of eight (8) hours per day or forty (40) hours per week will be paid at the applicable overtime rate.

At the time of the call-in, the Company will advise the employee as to whether the call-in will be straight time or overtime.

When the Company calls in employees to work on their regular scheduled days off, they will be called in seniority order by who are capable of performing the work.

- 5.16 The Company is committed to the early resolution of payroll disputes. If an employee believes **they were** paid incorrectly, **they** shall bring it to the attention of **their** Supervisor no later than 12:00 noon on the Monday following the payday. Missing pay of fifty (\$50.00) dollars or more shall be processed on a manual cheque or by direct deposit as soon as possible. In the case of a direct deposit, the Company shall provide the employee with notice of the direct deposit.
- 5.17 Pay statements will be available online to all employees via the Sobeys website.
- 5.18 The Company will provide training to Management, Shop Stewards, and for employees to support efficient time and attendance management.

Article 6 – Wage Scale and Classification

Retroactive Pay

The Company agrees to pay a signing bonus to all employees on the payroll of the Company on the date of ratification (***July 21st, 2022***) as follows:

1. ***All active employees who are on the payroll of the Company on the date of ratification (July 21st, 2022) will receive a signing bonus of two and one-half (2.5%) percent on all hours worked from contract expiry to the Saturday prior to the implementation of the new wage scale.***

The words “on the payroll of the Company” shall include all employees who are currently on vacation, authorized leave of absence, sick leave, injury leave, Short Term Disability, Long Term Disability, Workers’ Compensation, maternity leave, or parental leave.

Wage Increases

Active ***full-time*** employees who were on the payroll of the Company at the top rate or over-scale as of the date of ratification (***July 21st, 2022***) shall receive the following:

Effective July 24th, 2022 - Three (3%) percent increase to the top rates senior warehouseperson (pre-ratification, post-ratification), and transportation positions.

Effective July 23rd, 2023 - Two (2%) percent increase to top rates for senior warehouseperson (pre-ratification and post-ratification), all truck shop and transportation positions.

Effective July 20th, 2024 -

Two (2%) percent increase to top rates for senior warehouseperson (pre-ratification and post-ratification), all truck shop and transportation positions.

Effective July 20th, 2025 -

Two (2%) percent increase to top rates for senior warehouseperson (pre-ratification and post-ratification), all truck shop and transportation positions.

Active employees who were on the payroll at the start rate or in the progression shall ***move to the new wage scales effective July 24th, 2022.***

Off Scale

Any employee who is placed at an off scale rate as a result of any wage increase referred to above will remain at that off scale rate until ***their*** service and experience qualify ***them*** for the next higher rate in the wage scale.

Incentives

The parties agree the wages below do not prevent the implementation of additional premiums or other incentives as determined by the Company from time to time.

Where it is necessary for the Company to hire at a rate greater than the rates posted below due to labour market conditions, the newly hired employees will be credited with the corresponding number of career hours to their assigned rate and will progress up the scale accordingly.

Prior to the implementation of any additional premium or other incentives, the Company shall advise the Union. Upon request of the Union, the Company shall meet with the Union to discuss the additional premiums or other incentives prior to the implementation.

6.1 Job classifications and wage rates for each classification for all employees covered by this Agreement shall be as set out here:

- (a) The Junior ***Warehouseperson*** Classification includes all part-time employees and those full-time employees who have less than six thousand, five hundred one (6501) hours of combined hours worked and/or prior experience credit.
- (b) The Senior ***Warehouseperson*** Classification includes full-time employees only with over six thousand one (6001) hours of combined work and/or prior experience credit and posted Shippers.
- (c) Wash Bay employees shall be included in the Junior and Senior Warehouse Classifications in accordance with their full-time or part-time status.
- (d) The Mechanics Classification includes Apprentice and Journeyman Mechanics.

Wage Scale effective date of ratification (**July 21st, 2022**).

Junior Warehouseperson						
Level	Hours	Current	July 24th, 2022	July 23rd, 2023	July 20th, 2024	July 20th, 2025
1	0	\$13.62	\$16.25	\$16.25	\$16.25	\$16.25
2	501	\$14.18	\$16.50	\$16.50	\$16.50	\$16.50
3	1001	\$14.74	\$16.75	\$16.75	\$16.75	\$16.75
4	1501	\$15.30	\$17.00	\$17.00	\$17.00	\$17.00
5	2001	\$15.63	\$17.25	\$17.25	\$17.25	\$17.25
6	2501	\$15.96	\$17.50	\$17.50	\$17.50	\$17.50
7	3001	\$16.29	\$17.75	\$17.75	\$17.75	\$17.75
8	3501	\$16.63	\$18.00	\$18.00	\$18.00	\$18.00
9	4001	\$16.97	\$18.25	\$18.25	\$18.25	\$18.25
10	4501	\$17.30	\$18.50	\$18.50	\$18.50	\$18.50
11	5001	\$17.63	\$18.75	\$18.75	\$18.75	\$18.75
12	5501	\$17.96	\$19.00	\$19.00	\$19.00	\$19.00
13	6001	\$18.30	\$19.25	\$19.25	\$19.25	\$19.25
14	6501	\$18.75	\$19.50	\$19.50	\$19.50	\$19.50
15	7001			\$19.75	\$19.75	\$19.75
16	7501				\$20.15	\$20.55

Full-time employees who reach six thousand one (6001) hours will proceed from Level 12 in the Junior **Warehouseperson** scale to Level 14 in the Senior **Warehouseperson** scale.

Senior <i>Warehouseperson</i> (pre-ratification)						
Level	Hours	Current	<i>July 24th, 2022</i>	<i>July 23rd, 2023</i>	<i>July 20th, 2024</i>	<i>July 20th, 2025</i>
14	6001	\$18.47	\$18.47	\$18.47	\$18.47	\$18.47
15	6501	\$18.81	\$18.81	\$18.81	\$18.81	\$18.81
16	7001	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15
17	7501	\$20.16	\$20.16	\$20.16	\$20.16	\$20.16
18	8001	\$21.38	\$21.38	\$21.38	\$21.38	\$21.38
19	8501	\$27.95	\$28.79	\$29.37	\$29.96	\$30.56

Senior <i>Warehouseperson</i> (post-ratification)						
Level	Hours	Current	<i>July 24th, 2022</i>	<i>July 23rd, 2023</i>	<i>July 20th, 2024</i>	<i>July 20th, 2025</i>
14	6001	\$18.47	\$19.50	\$19.50	\$19.50	\$19.50
15	6501	\$18.81	\$19.75	\$19.75	\$19.75	\$19.75
16	7001	\$19.15	\$20.00	\$20.00	\$20.00	\$20.00
17	7501	\$20.16	\$20.25	\$20.25	\$20.25	\$20.25
18	8001	\$21.38	\$21.38	\$21.38	\$21.38	\$21.38
19	8501	\$22.02	\$22.02	\$22.02	\$22.02	\$22.02
20	9001	\$22.68	\$22.68	\$22.68	\$22.68	\$22.68
21	9501	\$23.36	\$23.36	\$23.36	\$23.36	\$23.36
22	10001	\$24.06	\$24.06	\$24.06	\$24.06	\$24.06
23	10501	\$24.79	\$24.79	\$24.79	\$24.79	\$24.79
24	11001	\$25.93	\$26.71	\$27.24	\$27.79	\$28.35

Janitor and Salvage (post-ratification)						
Level	Hours	Current	<i>July 24th, 2022</i>	<i>July 23rd, 2023</i>	<i>July 20th, 2024</i>	<i>July 20th, 2025</i>
1	0	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
2	501	\$16.30	\$16.30	\$16.30	\$16.30	\$16.30
3	1001	\$16.60	\$16.60	\$16.60	\$16.60	\$16.60
4	1501	\$16.90	\$16.90	\$16.90	\$16.90	\$16.90
5	2001	\$17.20	\$17.20	\$17.20	\$17.20	\$17.20
6	2501	\$17.50	\$17.50	\$17.50	\$17.50	\$17.50
7	3001	\$17.80	\$17.80	\$17.80	\$17.80	\$17.80
8	3501	\$18.10	\$18.10	\$18.10	\$18.10	\$18.10
9	4001	\$18.40	\$18.40	\$18.40	\$18.40	\$18.40
10	4501	\$18.70	\$18.70	\$18.70	\$18.70	\$18.70
11	5001	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00
12	5501	\$19.30	\$19.30	\$19.30	\$19.30	\$19.30
13	6001	\$19.60	\$19.60	\$19.60	\$19.60	\$19.60
14	6501	\$19.90	\$19.90	\$19.90	\$19.90	\$19.90
15	7001	\$20.20	\$20.20	\$20.20	\$20.20	\$20.20
16	7501	\$21.00	\$21.63	\$22.06	\$22.50	\$22.95

Chief Engineer and pre-ratification Trailer Mechanic				
Current	<i>July 24th, 2022</i>	<i>July 23rd, 2023</i>	<i>July 20th, 2024</i>	<i>July 20th, 2025</i>
\$34.94	\$38.00	\$38.76	\$39.54	\$40.33

Maintenance – Non-ticketed				
Current	<i>July 24th, 2022</i>	<i>July 23rd, 2023</i>	<i>July 20th, 2024</i>	<i>July 20th, 2025</i>
\$27.95	\$28.79	\$29.37	\$29.96	\$30.56

Transport Trailer Mechanic				
Current	<i>July 24th, 2022</i>	<i>July 23rd, 2023</i>	<i>July 20th, 2024</i>	<i>July 20th, 2025</i>
\$31.47	\$35.00	\$35.70	\$36.41	\$37.14

Heavy Duty Mechanic/Refrigeration Mechanic					
	Current	<i>July 24th, 2022</i>	<i>July 23rd, 2023</i>	<i>July 20th, 2024</i>	<i>July 20th, 2025</i>
70%	\$26.94	\$29.40	\$29.99	\$30.59	\$31.20
80%	\$30.78	\$33.60	\$34.27	\$34.96	\$35.66
90%	\$34.63	\$37.80	\$38.56	\$39.33	\$40.11
Journeyman	\$38.57	\$42.00	\$42.84	\$43.70	\$44.57

(The current practice of paying trades a Lead Hand premium will cease upon ratification (***June 1st, 2018***), unless the employee is designated to act as a Lead Hand).

6.2 Newly hired employees in the Junior ***Warehouseperson*** Classification may be paid at up to Level 5 (two thousand one (2001) hours) as may be appropriate from time to time given labour market conditions. All employees hired above Level 1 will receive regular pay increases at each five hundred (500) hours worked. The Company shall exercise this right in a non-discriminatory manner and upon request shall review the start rates of new hired employees with the Union. In the event of a dispute with regard to the non-discriminatory application of this provision, all such disputes may be subjected to the grievance procedure.

6.3 Should the Company utilize Article 6.2 then cease the practice of hiring up the wage scale and subsequently commence the practice again, all employees hired at a rate

of pay that is lower than a new hired employee in accordance with Article 6.2 above shall be moved to the same higher rate of pay for newly hired employees. The forgoing does not apply to employees hired at a higher rate in accordance with Article 6.4 below.

- 6.4 New employees shall be classified according to their previous comparable experience in the position they are hired into. The Company retains the sole right to establish comparable experience. The Company further agrees to provide the Union with its criteria for establishing previous experience and any revisions to the previous experience credit criteria that it may make from time to time.
- 6.5 Any employee that moves from full-time to part-time will be placed at the appropriate rate on the Junior **Warehouseperson** scale. Should that employee subsequently return to full-time, **they** would be returned at the level **they were**, plus accumulated experienced hours.
- 6.6 When new job classifications are established by the Company, the Company and the Union shall meet prior to implementation to establish a rate of pay and duties for the job. In the event that either party is not satisfied with the result, the matter shall be referred to arbitration as per Article 18.

Article 7 – Temporary Vacancies and Transfers

- 7.1
- (a) A temporary vacancy is defined as an extended absence such as disability leave, personal leave of absence, paternity leave, and maternity leave.
 - (b) When the Company decides to fill a temporary vacancy in any department caused by the absence of an employee, it will offer the opportunity for the temporary transfer in seniority order to the employees capable of performing the required work within the department in which the temporary vacancy exists. In the event there is no volunteer, the Company may transfer in reverse order of seniority an employee within the same department capable of performing the required work.
 - (c) If the Company is unable to fill the temporary vacancy from within the department in which the vacancy exists, it may at its option, offer the opportunity for the temporary transfer to employees in the other departments capable of performing the required work. In this event, the Company will offer the opportunity for the temporary transfer in seniority order in the other departments and, in the event there is no volunteer, it may transfer in reverse order of seniority.
 - (d) In all circumstances, the Company's obligation to transfer in seniority or reverse order of seniority is subject to its ability to backfill for the employee who would be transferred.
- 7.2 The Company agrees that, in the event of an employee being temporarily required to fill any position for a period of one (1) hour or more in a week in respect of which the rate of pay is higher than normally paid to the employee, **they**

shall be paid at the rate for the position **they are** filling, including any applicable shift premium, when **they are** performing the work. However, any vacation or sick time will be at **their** original rate of pay.

7.3 Any employee required to temporarily fill a lower classification shall not have **their** rate reduced except in cases of temporary layoff and/or demotion.

7.4 Temporary employees hired for vacation or other relief work shall not be employed except on basic warehouse duties.

7.5 Relief Supervisors

Relief Supervisors shall be used only to relieve Supervisors absent from the workplace for illness, vacation, or special meetings, or where there is no Supervisor, unless otherwise agreed to by the Union and the Company. No employee shall be required to work as a Relief Supervisor.

Relief Supervisors shall be designated. In the event of overtime work at the end of a scheduled shift, and if they are not needed to work as a Relief Supervisor during the overtime period, they will not be exempt from any required overtime by virtue of having worked as a Relief Supervisor during the scheduled shift (in other words, if there are insufficient volunteers and their seniority would result in them being required to work the overtime, they must do so).

Relief Supervisors may direct the work force but shall not discipline employees, except that they may send employees home for just cause. Discipline shall be referred to permanent Management.

Supervisors and Relief Supervisors shall not perform bargaining unit work, except in cases of emergency.

Except as provided above, Relief Supervisors shall be considered to be bargaining unit members for all purposes of the Collective Agreement.

When an employee works as a Relief Supervisor, **they** shall be paid a premium of one (\$1.00) dollar per hour for all hours so worked provided **they** perform a significant portion of the position **they are** relieving.

The names of all Relief Supervisors so designated each day shall be posted in the immediate vicinity of the Supervisor's station and noted on the work schedule.

7.6 Lead Person

The Company may appoint up to five (5) Lead Persons on a daily basis. The job posting procedure shall not apply, but no employee shall be required to be a Lead Person. The Company will endeavour to keep the number of Lead Persons to a minimum. They shall be considered to be bargaining unit members for all purposes of the Collective Agreement.

The Lead Person may direct the work of other employees while performing the work themselves. They shall not discipline employees; however, they will have the right to send employees home for just cause if Management is not in the facility. Discipline shall be referred to permanent Management.

The names of all Lead Persons, so designated each day, shall be posted at the time clock and noted on the work schedule.

When an employee works as a Lead Person, **they** shall be paid a premium of one (\$1.00) dollar per hour for all hours worked as a Lead Person.

Article 8 – Annual Vacations

8.1 The entitlement to vacation for all employees, effective January 1st, 2011, shall be as follows:

After one (1) year but less than three (3) years of service, two (2) weeks of vacation and vacation pay.

After three (3) years but less than eight (8) years of service, three (3) weeks of vacation and vacation pay.

After eight (8) years but less than thirteen (13) years of service, four (4) weeks of vacation and vacation pay.

After thirteen (13) years but less than eighteen (18) years of service, five (5) weeks of vacation and vacation pay.

After eighteen (18) years of service, six (6) weeks of vacation and vacation pay.

Service for all employees is measured from date of hire.

Calculation of Vacation Pay:

Vacation pay for all employees for each week of vacation will be 1/52nd of the total of the previous year's earnings

provided by this Collective Agreement. For the purpose of this article, Short Term Disability, Long Term Disability, and Workers' Compensation payments shall not be included in the definition of earnings for the purpose of calculating vacation pay. Notwithstanding the foregoing, vacation pay shall not be less than required by the Employment Standards Code.

As an exception to the above, employees hired on or before November 4th, 2002, will have a service date of January 1st for vacation purposes only.

Vacation Planner

- (a) Subject to Article 8.2(a) and operational requirements, the Company will endeavour to grant as much vacation time as it can without jeopardizing the efficiency and productivity of the operation.
- (b) There shall be **eight (8)** vacation planners as follows:
 - (i) Truck Shop
 - (ii) Transportation
 - (iii) Maintenance
 - (iv) Inbound
 - (v) Outbound
 - (vi) Shipping**
 - (vii) Salvage**
 - (viii) Part-time**

- 8.2
- (a) Employees entitled to five (5) weeks of vacation or more will be able to pick up to three (3) weeks of vacation during the months of April, May, June, July, August, and September. All other employees will be able to pick two (2) weeks of vacation that shall be

granted during the months of April, May, June, July, August, and September unless otherwise mutually agreed to between the Company and the employee.

- (b) Vacation will be administered by providing each employee within the department a choice of two (2) consecutive weeks of vacation on the basis of seniority.
- (c) Any additional vacation entitlement will be chosen on the same basis of seniority only after all employees have made their first choice.
- (d) Vacation planners will be posted by December 1st of the preceding year. All employees within each vacation planner grouping must submit their first vacation choice by December 31st. ***For the first vacation choice employees with five (5) weeks of vacation entitlement or more shall be entitled to choose three (3) weeks of vacation in the first round, with up to two (2) of these weeks being in Prime Time. Employees with less than five (5) weeks of vacation entitlement shall be entitled to choose two (2) weeks of vacation in the first round.*** The next vacation choice must be submitted between January 8th and January 21st. The results of each round will be posted before the next round commences and the final vacation planner will be posted no later than February 28th. Employees may use one (1) week of vacation entitlement to book single vacation days but not until ***after*** the ***second*** round of picking.

After December 1st, employees must indicate their choice within twenty-four (24) hours of being canvassed by the Company.

After December 1st, those employees who fail to make their picks during the allotted time will be by-passed until such time as the employee chooses to make their selection and will only be able to pick vacation from the remaining available weeks.

Employees who want to take vacation in January or February may approach their Supervisor and put in a request before December 1st. These requests will be granted in accordance with Article 8.1 (a). Such a request will not count as the employee's first or second choice, unless it exhausts the employee's entitlement.

- (e) All employees shall have their vacation entitlement selected by February 14th. If an employee does not have their vacation entitlement submitted by February 14th, the Company will schedule any and all outstanding weeks of entitlement. It is understood that the one (1) week of single day entitlement does not need to be scheduled by February 14th, but must be chosen by September 15th. The Company may schedule any single vacation days not chosen by September 15th.
- (f) Part-time employees shall receive their vacation pay bi-weekly with their regular pay.
- (g) To ensure application of the above, employees must have completed their vacation selection by the dates indicated above or will lose seniority for the purposes of that vacation selection.
- (h) Subject to the above, it is agreed that with a minimum of two (2) weeks' notice and after the finalized vacation planner is posted, employees may move their vacation

weeks on a first come basis to an alternate available week.

- (i) An employee who returns to work from an approved leave of absence after the vacation selection period set out in Article 8.2(d) will have the ability to request ***their*** vacation entitlement from any remaining available dates for vacation allocation within two (2) weeks of ***their*** return. Any employee on an approved leave may submit their request for vacation prior to the posting of the vacation planners. Should the request not be available the Supervisor will contact the employee and advise them. The employee must respond within twenty-four (24) hours to make their alternate choice.

8.3 No employee shall be required to work overtime the day prior to ***their*** vacation.

8.4 The Company agrees to consider the deferral of not more than two (2) weeks' vacation for special circumstances such as overseas travel provided the requirements of the operation and Employment Standards are met. Employees who have less than four (4) weeks' vacation entitlement are exempt from the above.

8.5 Employees with Midweek Days Off

When employees whose shift schedules provide for midweek day off (for example, Thursday to Monday shifts) book vacations where five (5) consecutive vacation days straddle two (2) work weeks, the week in which three (3) or more of the vacation days (for example, Thursday, Friday, and Saturday) occur will be treated as blocked, but the week in which fewer than three (3) vacation days (for example, Sunday and

Monday) occur will not. Instead, those fewer than three (3) vacation days will be treated as single days; and they can be booked in the first or second round of picking rather than having to wait until the third round. However, even though the week will not be treated as blocked, the Company may exercise its right to limit the number of employees off on vacation on any particular day.

Article 9 – Paid Holidays During Vacations

- 9.1 **(a)** When a paid holiday occurs during an employee's vacation, an extra day of vacation shall be granted if the holiday is one which the employee would have received had the employee been working.
- (b)** The extra day may be taken at the beginning or the end of the employee's vacation, or taken at another time altogether. In any case, the day must be booked in accordance with the procedures in Article 8.2(d), either as a single day, ***after the second*** round of picking or as part of another full week of vacation. For employees with five (5) or more weeks of vacation, the day may also be booked on the first-come basis described in Article 8.2(e).
- 9.2 ***Subject to operational requirement, an employee may elect to be paid out during the pay cycle following the week of vacation in which the holiday occurs.***

Article 10 – Paid Holidays

- 10.1 The following shall be considered as holidays for which there shall be no deduction in pay:

New Year's Day	Canada Day
Thanksgiving Day	Good Friday
Civic Day	Remembrance Day
Victoria Day	Labour Day
Christmas Day	Boxing Day
Family Day	

- 10.2 Employees within the department, who are regularly scheduled on the day of the holiday, shall be offered the ability to request the holiday off. The request must be submitted by the Saturday prior to the statutory holiday schedule being posted and time off will be provided by seniority, within the department, to those regularly performing the work, subject to operational needs.

The Company will post the statutory holiday schedule, two (2) weeks in advance. All other schedules will continue to be posted as per Article 5.9 and 5.12.

All **full-time** employees who work on a paid holiday shall be guaranteed a minimum of eight (8) hours' pay at their appropriate rate of pay. In the event that an employee volunteers to leave work prior to the completion of the eight (8) hours' work, **they** will only be paid for time worked.

- 10.3 All work performed on a paid holiday shall be compensated for at one and one half (1 1/2 X) times the employee's rate of pay, plus the paid holiday pay.

- 10.4 Employees absent on their regular scheduled work day before and/or after a holiday shall not be paid for the holiday, unless due to illness or injury supported by a medical doctor's certificate; involuntary absence such as jury duty or Company approved leaves of absence of less than one (1) week's duration.

When a paid holiday is observed on a regular assigned day(s) of rest, provided the day is also observed in the wholesale and retail food industry, another day(s) shall be granted for the holiday or pay given in lieu of holiday(s).

When an employee is granted another day for such holiday, unless otherwise mutually agreed, the day off will be scheduled on a Monday or Friday, as soon as practical to provide for the efficient operation of the warehouse, in the week of the paid holiday or the weeks surrounding the week of the paid holiday.

- 10.5 Part-time employees who are not scheduled to work on a General Holiday may, by mutual agreement, be scheduled up to forty (40) hours at the straight time rate of pay.

Article 11 – Shift and Freezer Premium

- 11.1 A shift premium as of ***Sunday following ratification (July 24th, 2022)***, shall be ***ninety (\$0.90)*** cents per hour paid to afternoon and night shift employees. An afternoon shift shall be any shift that commences between the hours of 12:00 p.m. and 10:00 p.m. A night shift shall be any shift that starts between the hours of 10:00 p.m. and 4:00 a.m.

As of the two (2) year anniversary of Sunday following ratification (July 20th, 2024) the premium shall increase to one (\$1.00) dollar per hour.

- 11.2 A premium of one dollar and ten (\$1.10) cents per hour shall be paid in addition to the employee's regular hourly rate to the designated Freezerperson. Premium is to be paid for all time employee works per shift in the freezer. If an employee works a minimum of two (2) hours in the freezer and is redirected to work elsewhere by the Company, they shall receive the premium for the entire shift. Suitable protective clothing shall be provided by the Company for the Freezerperson.

Article 12 – Seniority

- 12.1 (a) Seniority for all employees shall be based on the length of service the employee has been on payroll in the bargaining unit or adjusted seniority date.

All full-time employees shall be considered senior to all part-time employees.

Part-time employees may be allowed to cover peak work periods and overtime situations provided no full-time employee's hours are affected.

- (b) A seniority list shall be posted every three (3) months broken down into the seniority groupings of full-time and part-time employees for the Warehouse and Trailer Shop.

Employees shall have the right to protest any change to the seniority list. Administrative errors can be corrected

by the Company provided the Company supplies documentation supporting the error to the Union prior to making the correction.

- (c) Effective June 20th, 2017, when two (2) or more employees are hired on the same date, their seniority shall be determined by alphabetical order of surname at date of hire.

In addition, where there are two (2) or more employees whose surname begins with the same letter, the next letter will be used. Where the last names are the same, the first name of the employee will be used.

12.2 A probationary period of **four hundred (400)** hours worked (modified work is not considered hours worked for this article) shall apply in the case of each new employee, during which time seniority shall not apply and such employee may be terminated if Management considers **them** unsatisfactory.

12.3 (a) For the purposes of seniority application and job assignments within a classification, the following full-time permanent positions will be posted and awarded in accordance with Article 12.3 (c) as required:

Forklift, Shipper, Receiver, Building Maintenance, Mechanic (**Truck** Shop), Apprentice Mechanic (**Truck** Shop), Wash Rack, Re-coup, **Salvage**, Order Selector, and Equipment Maintenance.

- (b) All vacant positions within the scope of the bargaining unit shall be posted for seven (7) days in every department. Job postings will include posting numbers, description of duties, start time, and days of work. All job postings will be filled immediately following the

posting procedure. The Company may make temporary appointments by seniority, with the required skills, in the meantime.

- (c) When a full-time bargaining unit employee is promoted to a Supervisor position, a full-time position will be deemed to exist and will be posted as set out in Article 12.3(b).
- (d) Full-time and part-time employees applying for full-time positions shall be selected on the basis of seniority provided the required skills are adequate. Applications will be considered in the following order: first, from full-time employees in the department (Warehouse or Trailer Shop) in which the vacancy exists; second, from part-time employees in the department (Warehouse or Trailer Shop) in which the vacancy exists; third, from full-time employees in the rest of the bargaining unit; and fourth, from part-time employees in the rest of the bargaining unit. Part-time employees who have restricted their availability at the time of a posting shall not be considered.
- (e) If the new position is a new job (as opposed to a different shift in the same job) for the successful applicant, there shall be a trial period of twenty (20) working days or four (4) calendar weeks, whichever comes first. The trial period for shippers shall be a period of forty (40) working days or eight (8) weeks. At the beginning of the trial period, the job expectations will be communicated to the successful applicant, and feedback on **their** performance will be provided to **them** no later than the midpoint of the trial period. The successful applicant must work in the

position throughout the trial period unless **they** successfully bid on another job posting.

- (f) If the new position is not a new job but just a different shift for the successful applicant, there will be no trial period.
- (g) Promoted employees who are unable to perform the required assigned tasks or find the position undesirable shall be returned to their former position and shall be precluded from applying for that same position again within three (3) months.
- (h) An employee's promotion will be posted only after **they have** successfully completed the required trial period.
- (i) Employees absent on vacation shall be granted the opportunity to bid on job vacancies provided they do so within four (4) weeks of the date of the job posting.
- (j) In the event that a continuing full-time job becomes vacant, the Company shall post that position within three (3) days of it becoming vacant.

When a full-time employee's scheduled shift is changed by more than two (2) hours from its original posting, **their** position will be re-posted in accordance with this article. When a full-time employee's scheduled shift is changed by two (2) hours or less from its original posting, it will be considered a shift change under the provisions of Article 5.9.

- (k) When a full-time employee works in an alternative classification for twelve (12) or more consecutive weeks, excluding covering for vacation, LTD, WCB,

STD, or approved leave of absence, a position shall be deemed to exist and will be posted within two (2) weeks in accordance with the provisions of this Article 12.3.

- 12.4
- (a) Should a reduction in staff become necessary, the Company will retain senior employees provided the required skills are adequate. In the event of a reduction in staff in the bargaining unit, or a position becomes redundant, the employee whose position is being deleted and who has sufficient seniority to displace a junior employee will be given the opportunity to displace any junior employee in the classification, department, shift, and status of **their** choice provided **they have** the qualifications to perform the job satisfactorily.
 - (b) Senior full-time employees who have their hours reduced permanently shall have the first opportunity to work one (1) or more junior jobs within their department and shift to maintain hours as close to their original status as is operationally feasible to do so.

Notwithstanding the above, where there is a permanent schedule change, the employee(s) affected will have first opportunity to receive the position on the new schedule.

- (c) Any employee whose position becomes deleted will have the first opportunity to return to a position within **their** former classification should an opening occur provided not more than twelve (12) months have elapsed. Any employee laid off will be offered an opportunity to return to work in order of seniority (merit and ability being adequate) provided not more than twelve (12) months has elapsed.

A copy of the notice of dismissal or lay off given to an employee in accordance with this article shall be forwarded to the Union Office at the date of giving such notice to the employee concerned.

12.5 The seniority of an employee will be considered broken, all rights forfeited, and the Company is under no obligation to rehire when **they**:

- (a) Voluntarily leaves the service of the Company or is discharged for just cause;
- (b) Fails, after a three (3) day period of notice to return to work when recalled. Notice by the Company will consist of addressing a registered letter to the individual at **their** last known address and furnishing a copy thereof to the Union Office;
- (c) Has been out of the employment of the Company for a period of twelve (12) months or longer;
- (d) Is absent without leave for five (5) full shifts during a twelve (12) month period without reasonable justification. The employee must provide documentation justifying **their** absence.

12.6 Where there is unscheduled work to be performed during the course of a shift, the Company shall offer such work by seniority to those available employees who are not currently working on an assigned task at the time the non-scheduled work arises. In the event there are no volunteers, employees capable of performing the required work will be assigned in reverse order of seniority. The foregoing is not intended, and shall not be applied, to disrupt regular

assignments for posted job holders at the commencement of a shift.

12.7 Severance Pay

In the event employees are permanently laid off as a result of a warehouse closure, the closure of a department the Company will pay severance equal to one (1) week per year of service to maximum of forty (40) weeks to employees who do not exercise their right to bump or whose seniority and/or ability is insufficient to bump another employee.

All employees will receive their weeks of severance pro-rated based on the average of weekly hours worked over the past twenty-six (26) weeks prior to termination. With regard to employees who have been on Workers' Compensation, Short Term Disability, maternity or parental leave, or approved extended leaves of absence, the words "past twenty-six (26) weeks" shall mean the past twenty-six (26) weeks of active employment.

All severance payments under this article are inclusive of any pay in lieu of notice as may be required by the Employment Standards Code.

In the case of full-time and part-time employees, years of service will be pro-rated to the last completed quarter (1/4) year of service and paid accordingly. The following table is for the purpose of example only:

Years of Service:	Weeks of Severance:
Three (3) years and nine (9) months	Three and three-quarter (3 3/4) weeks
Five (5) years and six (6) months	Five and one-half (5 1/2) weeks

Six (6) years and eleven (11) months	Six and three-quarter (6 3/4) weeks
Twelve (12) years and two (2) months	Twelve (12) weeks
Seventeen (17) years and eight (8) months	Seventeen and one-half (17 1/2) weeks

12.8 Company Intranet Careers Page

Any employee that is absent from the work place for more than one (1) week will be able to access job posting information provided by the Company via the Company Intranet Careers Page or mutually agreed to means between the Company and Union.

Any employee that does not have an e-mail address may apply for a position in writing, by memo and the Company will confirm immediately by return memo that they have received the request.

The Company will maintain the job posting information on a weekly basis; for example, every Monday.

Article 13 – Discipline and Discharge

- 13.1 When an employee's work performance, conduct, or behavior is such that it may lead to discipline and/or discharge and is the subject of discussion between the employee and the Company, the employee shall have a Shop Steward present. The employee can request the Steward of ***their*** choice at work at the time. In situations of a delicate or confidential nature, the Company will be reasonable in allowing the employee the Steward of ***their*** choice. ***In the event that a Steward is not available at the***

time, the Company shall attempt to contact the facility's Union Representative and advise them at least twelve (12) hours in advance that a disciplinary meeting will be held. In the event that the person contacted is not available for the meeting, another member of the bargaining unit shall be selected by the employee. All such time spent by Shop Stewards ***or employees of choice*** in this capacity shall be considered as time worked.

- 13.2 Full-time employees reduced to part-time who terminate or are terminated within three (3) months of the date of their reduction to part-time shall be given whatever pay in lieu of notice they were entitled to immediately prior to the date of their reduction to part-time.

The Company shall not be deemed obligated to give any notice whatsoever to or give any pay in lieu thereof to an employee terminated for proper cause.

- 13.3 Suspensions shall be served consecutively and shall commence as soon as possible after the date of the infraction having regard to the length of time necessary to complete any investigation and to accommodate any staffing issues in the department (e.g., other employees' vacations).

- 13.4 (a) Written reprimands or any other form of discipline that are older than twelve (12) months will not be used against an employee as the foundation for further discipline if the employee has maintained a clean record for a period of twelve (12) months from the date of ***their*** last discipline.
- (b) A minor discipline (i.e., no more serious than a verbal warning) that is not cleared by virtue of paragraph (a) above will not be considered as part of an employee's

discipline record eighteen (18) months following the date of the discipline as long as during that eighteen (18) month period, any additional discipline the employee has had is no more serious than a verbal warning.

Article 14 – Union Meeting

- 14.1 Any conference or dealings with the Company are to be conducted by a Union committee to consist of not more than four (4) employees of the Company, one of whom will act as Chairman, together with a duly accredited Representative of the United Food and Commercial Workers Canada Union, Local No. 401, who shall be a fully paid employee of the Union.

An authorized Representative or Executive Officer of the Union shall be permitted, after notifying the Manager, to talk with an employee regarding Union matters during regular working hours. The interview shall be carried on in a place provided for and designated by the Company and shall normally take place on the employee's coffee or lunch break. Time taken for such an interview in excess of five (5) minutes shall not be on Company time.

Upon any question being submitted to the Company by the Union Committee regarding the interpretation of the terms of this Agreement, any interpretation agreed upon shall be signed jointly by a person duly authorized by the Company and the President or paid Official of the Union.

The committee of the Union shall at all times present the Company's side of all questions to its members as well as its own, and the Union further agrees that discussion amongst

the employees of the Union matters will not be undertaken during the Company's working hours.

- 14.2 Duly authorized Representatives of the Union shall be entitled, after notifying the RSC Director, Warehouse Manager or person in charge in ***their*** absence, to visit the warehouse. The Union Representative shall be escorted by a Shop Steward and/or a bargaining unit member during such visitation of the Union's choice.
- 14.3 The Union will provide two (2) lockable bulletin boards, which will be installed by the Company: (1) in the hallway between the change room upstairs and (2) in the Truck Shop. These bulletin boards are for Union information only. The Union will be responsible for all maintenance and repair of the bulletin boards.
- 14.4 The Company agrees to introduce each new employee to a Steward during the new employee's orientation.
- 14.5 The Company agrees to provide the Union with copies of documentation in the possession of the Company relating to any member of the bargaining unit, upon request from the Union. It is agreed that the Union may make such request for the purpose of investigating grievances or potential grievances, for reviewing benefit or related issues, or for Union administrative matters. It is understood that this shall only apply to documentation which the member could demand personally from the Company pursuant to the Personal Information Protection Act, and nothing more. It is agreed that this article shall not authorize the release of personal Employee Health Information. It is further agreed that this Article is intended to be of the type referred to in Section 19 (a) of the Regulations to the Personal Information Protection Act.

14.6 Union Representation

The parties agree to the following items with respect to Union representation for meetings with employees who have been suspended pending further investigations:

- (a) Should an employee be suspended from the workplace and called back for an interview, the Union will be notified with reasonable notice of the time and date of the interview.***
- (b) If a Representative of the Union is not able to attend, a Union Steward of the employee's choice that is at work at the time shall be present for the interview.***
- (c) It is understood that if a suspended pending employee is called back for a meeting in which they will not be interviewed further and only issued a discipline/termination notice, Article 13.1 will apply. The Company will attempt to advise the Union Representative of the decision in advance of the meeting.***

Article 15 – Management Rights Clause

- 15.1 The Company retains the sole and exclusive right to manage its operation in all respects except as may be limited or abridged by the specific provisions of this Agreement.**
- 15.2 Any alleged abuse by the Company of its Management's rights may be the subject of a grievance and processed pursuant to Article 17 of this Agreement.**

- 15.3 In exercising the foregoing rights, the Company shall act in good faith and shall not evade or alter any of the specific provisions of this Agreement. The Company will not exercise its rights under this article or any other provisions of this Agreement to discriminate against any employee because of ***their*** activity in or for the Union.

Article 16 – Strikes and Lockouts

There shall be no strikes or lockouts during the term of this Agreement in accordance with the Alberta Labour Relations Code.

Article 17 – Grievance Procedure

- 17.1 Any complaint, disagreement, or difference of opinion between the parties, hereto, concerning the interpretation, application, operation, or any alleged violation of the terms of this Agreement, shall be considered a grievance.
- 17.2 All Union and Company grievances, not submitted within thirty (30) calendar days from the date the grievance arose, shall be considered abandoned.
- 17.3 Before a grievance is filed, the employee and ***their*** Shop Steward should discuss the issue with ***their*** Supervisor to permit an opportunity for early resolution.
- 17.4 Should the issue not be resolved by the discussion contemplated by Article 17.3, then the employee and ***their*** Shop Steward may discuss the issue with the department Manager.
- 17.5 The grievance procedure is as follows:

Step One

The written grievance will be submitted by the Union to the grievor's department Manager, and the department Manager will respond to the Union in writing within five (5) working days of receiving the grievance.

Step Two

If the grievance is not resolved at Step One, and if requested by the Distribution Manager or the Union Representative, there will be a meeting to discuss the grievance attended by the Distribution Manager, the Union Representative, and any others they determine should attend the meeting. The Distribution Manager will provide, in writing, the Company's final response to the Union Representative within five (5) working days of the meeting. If neither party requests a meeting, the Company's final response will be provided to the Union Representative within twenty (20) working days of the Company's Step One response.

Step Three

If the grievance is not resolved at Step Two, the Union may refer the grievance to arbitration within sixty (60) calendar days of receipt of the Company's final response in Step Two.

- 17.6 Grievances concerning discharge or policy grievances may be submitted directly to the Distribution Manager.
- 17.7 Company grievances will be submitted directly to the Union Representative.

- 17.8 Any time limits in this article can be extended by mutual written agreement between the Company and the Union.
- 17.9 Any time spent in grievance meetings will be considered as time worked.

Article 18 – Board of Arbitration

- 18.1 All grievances that cannot be settled by the Representative of the Company and the Union in accordance with Article 17 may be submitted to a single arbitrator as set out below.
- 18.2 The single arbitrator shall be mutually agreed upon by the Union and the Company. In the event that a single arbitrator cannot be mutually agreed upon, then application for appointment of an arbitrator shall be made to the Director of Mediation Services for the Province of Alberta.
- 18.3 The single arbitrator shall not be vested with the power to change, alter, or modify any of the terms of this Agreement.
- 18.4 No person shall serve as an arbitrator if **they are** involved or directly interested in the grievance.
- 18.5 The decisions of the arbitrator shall be binding and enforceable to all parties.
- 18.6 It is agreed that the expenses of the arbitrator shall be borne, equally, by both the Union and the Company.

Article 19 – Health and Safety

19.1 The Company and the Union acknowledge and endorse the respective obligations and rights of the Company and the employees pursuant to the provisions of the Alberta Occupational Health and Safety Act, Regulation and Code.

19.2 The Company agrees to set up a Joint Health and Safety Committee which will consist of an even number of representatives from Management and the bargaining unit. The chairing of meetings will be operated by the Company. The Company shall record minutes and post within one (1) week of the meeting on the Health & Safety bulletin board.

Meetings are to be scheduled monthly. No less than four (4) bargaining unit members as appointed by the Union shall take part in attendance at the meetings. It is understood that there will be appointed representation from each department. The Union will advise the RSC Management of the Union committee at the beginning of the year, as well as any changes in the course of the year.

Meetings shall be scheduled at the beginning of each year. The parties will endeavor to meet as scheduled or within one (1) week of the date scheduled, unless otherwise mutually agreed to.

Members of the Joint Health and Safety Committee shall be paid the straight time hourly rate for all hours attending to matters relating to health and safety.

19.3 The Company shall supply gloves and **safety vests** without cost to employees. The apparel shall at all times remain the property of the Company and be kept on Company premises and shall be properly taken care of by the employee.

- 19.4 The Company will reimburse each new employee who has successfully completed the probationary period (Article 12.2) seventy-five (75%) percent of the cost of **their** purchase of new boots to a maximum of one hundred twenty-five (\$125.00) dollars. Every twelve (12) months thereafter, the Company will reimburse employees seventy-five (75%) percent of the cost of their purchase of new boots to a maximum of one hundred twenty-five (\$125.00) dollars.

If high quality boots are purchased and the boots wear out, the Company may elect to reimburse the cost of new boots on the above basis prior to the end of the twelve (12) month periods.

- 19.5 The Company will reimburse employees working on the dock (limited to receivers, shippers, and **salvage**) for seventy-five (75%) percent of the cost of coveralls or cold/wet jackets to a maximum of one hundred ten (\$110.00) dollars and as required thereafter but not more than once every year. A receipt must be provided, and the clothing must meet the specifications set out by the Company.

- 19.6 The Company agrees to reimburse any employees who submit a receipt within three (3) weeks of submitting receipt.

- 19.7 The Company will supply any employee who works alone in a secluded area a personal alarm at no cost to the employee.

- 19.8 ***The Company will not ask or require any Truck Shop personnel to do any work they are not qualified to do.***

- 19.9 ***Within six (6) months of the date of ratification, the Company will provide Uniform Jackets to drivers on a bi-annual basis.***

Article 20 – Health and Welfare

- 20.1 All full-time employees will be covered by the Sobeys Group Insurance Plan and the Sobeys Pension Plan. All part-time employees will have the option of participating in the Sobeys Group Insurance Plan and the Sobeys Pension Plan in accordance with the terms of each for part-time employees. The Company will provide the Union with notification of changes to the Sobeys Group Insurance Plan when it is amended.

The Company will continue to pay the full cost of the Alberta Health Care Premium for all employees participating in the Sobeys Group Insurance Plan.

The Company will continue to provide comprehensive information about the Sobeys Group Insurance Plan and the Sobeys Pension Plan to all employees through a combination of booklets, periodic individual statements, and online information. Each January, the Company will provide the Union with copies of the most recent booklets.

20.2 E.I. Rebates

The parties to this Contract agree that the employee's share of the rebate of Employment Insurance Premium enjoyed as a result of the Company's one hundred (100%) percent funding of a Short Term Disability Insurance Plan which is part of its Group Insurance package shall continue to be used by the Company to fund this plan.

20.3 (a) Maternity and Parental Leave

Maternity and parental leave will be granted in accordance with the provisions of the Employment

Standards Code. Employees granted such leave shall not suffer any loss or reduction in seniority.

The Human Resource Department will provide upon request, to any employee, a copy of the maternity and parental leave provisions of the Employment Standards Code.

(b) Birth of a Child

Should an employee request time off in conjunction with the birth or legal adoption of a child, **they** shall be permitted to reschedule up to two (2) weeks of previously booked vacation to coincide with the birth or adoption and to assist in the care of **their** family.

(c) Time Off for Union Business

The Company agrees to allow time off work without pay for Union business. The Union will give the Company two (2) weeks' notice. No request will be unreasonably withheld.

Time spent on Union business by employees, where the Company is reimbursed by the Union, shall be considered as time worked for all purposes under the Collective Agreement.

20.4 Jury Duty and Material Witness

Employees summoned to jury duty or subpoenaed as a material witness shall be paid wages amounting to the difference between the amount paid them for such services and the amount they would have earned had they worked on such days. Employees on jury duty or serving as material

witnesses shall furnish the Company with such statement of earnings as the courts may supply. This does not apply if the employee is summoned on day(s) **they** would not be normally working.

Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remain to be worked. Total hours on jury duty or when serving as a material witness and actual work on the job in the warehouse in one (1) day shall not exceed eight (8) hours for purposes of establishing the basic workday. Any time worked in the warehouse in excess of the combined total of eight (8) hours shall be considered overtime and paid as such, under the Agreement.

20.5 Bereavement Leave

In the event of a death in the immediate family, an employee shall, upon request, be granted paid leave of absence for the purposes of bereavement.

The length of such absence with pay shall be at the discretion of the Company for scheduled days of work missed by an employee.

For the purposes of this article, immediate family includes a spouse, parent, child, brother, sister, step-child, step-parent, brother-in-law, sister-in-law, grandparents, legal dependent, or spouse's parents.

Notwithstanding the foregoing, if the death is a case of ***a*** spouse, parent, or child, leave shall be a minimum of three (3) days. Consideration shall be given to more time in special circumstances.

Common law, adult interdependent partner, and same sex spouses are to be recognized by the Company for the provisions of this article.

An employee's day off will not be used to circumvent funeral/bereavement leave. In addition to the foregoing, an employee shall be entitled to any unpaid leave they are eligible for under Employment Standards legislation including bereavement leave for a person the employee is not related to but considers to be like a close relative.

20.6 Compassionate Leave

Requests for unpaid leaves of absence on compassionate grounds shall be presented to the RSC Director or ***their*** designate. Requests of merit shall not be unreasonably withheld. Employees granted compassionate leaves shall not suffer any loss or reduction in seniority.

20.7 ***Personal and*** Family Responsibility Leave

Employees who have completed the probationary period are entitled to up to five (5) days of unpaid leave during each employment year to attend to the employees' health or for the employee to meet their family responsibilities to a family member.

An employee wishing to take ***personal and*** family responsibility leave must give the Company as much notice as reasonable and practicable in the circumstances. The Company may require the employee to provide reasonable verification of the necessity of the leave.

20.8 Leave of Absence

In the event that an employee requires a leave of absence of thirty (30) days or more without pay (for reasons other than compassionate reasons), **they** shall apply in writing to the RSC Director or **their** designate, at least six (6) weeks in advance of the requested leave. The Company shall respond to the employee in writing within four (4) weeks of the request. The Company shall approve such leave provided operations are not affected. The Company is not required to consider untimely requests, or leaves of more than six (6) months, with the exception of leaves for military service, which will be granted on short notice and for periods longer than six (6) months when necessary to fulfill an employee's military obligations.

Employees granted such leaves shall not suffer any loss or reduction in seniority. It is understood that all scheduled vacations shall be granted before requested leaves.

All leaves of absences granted that are in excess of thirty (30) days will be forwarded to the Union office forthwith.

20.9 Return to Work after Illness

After absence due to illness or injury, the employee will be returned to work according to **their** medically certified capabilities. The employee shall give the Company as much notice of return to work in instances of extended leave due to illness or injury, as possible (minimum of one (1) week).

20.10 Medical Notes

Where there is a cost to the employee for additional medical or other information requested by the Company or the

Insurer of the Company, the Company shall reimburse the employee to whom the request was made.

20.11 Domestic Violence Leave

(1) *For the purposes of this Article, domestic violence occurs when an employee, the employee's dependent child, or a protected adult who lives with the employee is subjected to any of the acts or omissions listed in sub article (2) by another person who:*

- (a) *is or has been married to the employee, is or has been an adult interdependent partner of the employee, or is residing or has resided together with the employee in an intimate relationship;***
- (b) *is or has been in a dating relationship with the employee, regardless of whether they have lived together at any time;***
- (c) *is the biological or adoptive parent of one (1) or more children with the employee, regardless of their marital status or whether they have lived together at any time;***
- (d) *is related to the employee by blood, marriage, or adoption, or by virtue of an adult interdependent relationship, regardless of whether they have lived together at any time; or***

- (e) *resides with the employee and has care and custody over the employee pursuant to an order of a court.*
- (2) *The following acts and omissions constitute domestic violence for the purposes of this Article:*
 - (a) *any intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person;*
 - (b) *any act or threatened act that intimidates a person by creating a reasonable fear of property damage or injury to a person;*
 - (c) *conduct that reasonably, in all circumstances, constitutes psychological or emotional abuse;*
 - (d) *forced confinement;*
 - (e) *sexual contact of any kind that is coerced by force or threat of force;*
 - (f) *stalking.*
- (3) *An employee who is a victim of domestic violence is entitled to unpaid domestic violence leave of up to ten (10) days in a calendar year.*
- (4) *An employee may take domestic violence leave for one (1) or more of the following purposes:*
 - (a) *to seek medical attention for the employee or the employee's dependent child or a*

protected adult in respect of a physical or psychological injury or disability caused by the domestic violence;

(b) to obtain services from a victim services organization;

(c) to obtain psychological or other professional counselling for the employee or the employee's dependent child or a protected adult;

(d) to relocate temporarily or permanently;

(e) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;

(f) any other purpose provided for in the regulations to the relevant legislation.

(5) Before taking a leave under this article, the employee must give the Company as much notice as is reasonable and practicable in the circumstances.

Article 21 – General Provisions

21.1 Supervisors shall not do any of the jobs normally done by Union members, except in cases of emergency circumstances and employee training purposes.

The ***Truck Shop Team Lead and Maintenance Team Lead*** shall be permitted to assist bargaining unit employees with their duties provided that such work does not effect employees' hours. Only in circumstances where employees have made themselves unavailable, the weekend supervisory employees will be permitted to perform bargaining unit work. Note! This does not circumvent any article of the Collective Agreement.

21.2 Total annual Union dues will be shown separately on employees' T-4 slips.

21.3 Joint Labour Management Committee

In the interest of industrial harmony and efficiency, there shall be formed a Joint Labour Management Committee. This committee shall be comprised of up to four (4) members of the bargaining unit appointed by the Union and up to four (4) members of Management. The parties may appoint alternates, one of whom may participate in the absence of a regular delegate, to the Joint Labour Management Committee.

The Union Business Agent and/or the Manager of Human Resources/Labour Relations or their respective designates may attend as participating guests. Time spent by employees at Joint Labour Management Committee meetings shall be considered time worked.

At the conclusion of each meeting, the next meeting shall be scheduled within three (3) months; and there will be a minimum of four (4) meetings per year. Additional meetings may be called by mutual agreement if there are matters of a serious concern arising between regular scheduled meetings.

The committee will be chaired by the Director of Retail Support Centre Operations or ***their*** designate. Minutes of the meeting will be posted and a copy sent to all committee members and to the Union.

This committee shall discuss any matter pertaining to operations, employee welfare, etc., but shall have no power to amend or change the current Collective Agreement in any way whatsoever.

21.4 The Company and the Union subscribe to the requirements of the Alberta Human Rights Act.

21.5 No employees shall be asked to make any written or verbal agreements contrary to the terms of the Collective Agreement set herein with the Company during the life of this Agreement without prior agreement from the Union.

21.6 Harassment

The Company and the Union agree to abide by the requirements of the Alberta Human Rights legislation that provides that every person has a right to equal treatment respecting employment without discrimination on the basis of any of the prohibited grounds set out in the statute, and the right to freedom from harassment in the workplace on the basis of any of the prohibited grounds.

Harassment may include but is not limited to:

- (a) Displaying racist, sexually explicit, humiliating, or other offensive pictures or material.

- (b) Unwelcome derogatory remarks, jokes, innuendoes, or teasing about a person's body, sexual orientation, gender, or race.
- (c) Leering, suggestive staring, or other gestures of a sexual nature.
- (d) Physical contact such as touching, patting, or pinching.
- (e) Unwelcome sexual flirtations, advances, or propositions.

In cases of harassment, the employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the investigation. The Company will ensure that victims of harassment are able to register complaints in complete confidence without fear or reprisal. Both parties will take very serious accusations that are unsubstantiated.

It is the responsibility of the Company to ensure that this policy is respected by all employees. The Union and the Company agree that during the life of this Agreement, they shall jointly develop procedures, to deal with any allegations of harassment, which shall be attached to and form part of this Collective Agreement.

Where an investigation of allegations of any form of harassment reveal a false charge, all reference to the harassment shall be removed from the personnel files of the employees involved.

Once the Company has completed its findings, a written report will be prepared outlining the conclusions. Both the employee who presented the complaint and the alleged

offender will be advised of the outcome of the investigation and told how the problem was resolved as soon as possible.

21.7 Company Policy

Any written policy that the Company has and that is applicable to employees will be made available for review to the employee and/or the Union in the presence of Management within a reasonable period of time upon request.

21.8 Employees can speak freely with both Management and the Union, regarding food safety issues and are expected to bring any potential food safety issue forward to Management.

21.9 The Company is committed to a respectful workplace and upholding the principles in Sobey's Code of Conduct (as amended from time to time). The Union acknowledges its responsibility to foster a respectful workplace.

21.10 The Company will list the personal tools of maintenance employees that are kept on Company property on its insurance policy for damages caused by flood, fire, or an act of God. The maintenance employees will provide an annual inventory of their tools, which is subject to verification by Management.

21.11 **Personal Tools**

If an employee is required to use personal tools on the job as part of their employment and the tool is broken while performing this work the Company will replace the broken tool with one of equivalent quality.

Article 22 – Employee Rights

22.1 *The Company recognizes the vital role that employees play in the success of the business. Without restricting the generality of the foregoing, the Company agrees that all employees shall have the following rights:*

- ***The right to a healthy and safe work environment;***
- ***The right to be free from discrimination, intimidation, and harassment;***
- ***The right to be informed of all workplace rights, obligations, policies, and rules;***
- ***The right to all statutory benefits, rights, and privileges;***
- ***The right to be treated with dignity and respect in all circumstances.***

Article 23 – Duration, Termination, and Amendments

23.1 This Agreement shall be in full force and effect at the **21st day of **July, 2022**, and continue in full force and effect through the **21st** day of **July, 2026**, and from year to year, thereafter, except as hereinafter provided.**

23.2 Either party wishing to amend this Agreement shall give notice in writing of such desire to the other party, not less than sixty (60) days or more than one hundred twenty (120) days prior to the anniversary of this Agreement.

23.3 This Agreement shall remain in full force and effect from year to year until either party is entitled to issue a strike or lockout notice or a new Agreement has been ratified.

Signed this _____ day of _____, **2024.**

For The Company:

For The Union:

Company Committee:

Bargaining Committee:

Morgyn Ahrens
Christy Nolin
Colin MacDonald
Paul Van Steenberg
Patty McGuire
Steve Chmilar

Terrance Bakalech
Darren Dodge
Andre Dupre
Claudia Kalavritinos
Melissa McGregor
Rosendo Neri
Jonathan Underwood
Matt Gilks
Chris O'Halloran

This Agreement was ratified on ***July 21st, 2022.***

Letters of Understanding

1. Security Cards

Employees continuously reporting to work without their card will be required to retrieve their card on their own time and report to work. Damaged cards will be replaced at no cost to the employee. First lost card per year will be replaced at no cost to the employee. For each subsequent lost card, employees will be charged five (\$5.00) dollars per card in that year. If a lost card is found, the employees will be reimbursed for the loss of the card.

Employees shall have their card in their possession at all times if required.

2. Sick Leave Credits

Full-time employees shall accumulate sick leave credit at the rate of four (4) hours for each full month of employment up to a maximum of twelve (12) days. Credit shall accumulate only on full-time employment following the completion of a three (3) month, full-time employment eligibility period.

The Company shall apply any accumulated sick leave for the first three (3) days of absence due to illness and may supplement Short Term Disability benefits (or similar benefits) with unused sick leave credits in an amount equal to but not to exceed the employee's normal earnings.

Employees found abusing the privilege shall be disciplined by the Company.

3. ELS Committee

The Company and the Union agree to restructure the ELS Committee in the following way:

Composition

The ELS Committee will be composed of two (2) members of Management appointed by the Company and six (6) bargaining unit employees appointed by the Union, two (2) from each of Inbound/Outbound on the afternoon shift and one (1) from each of Inbound/Outbound on the day shift. The Sobeys Industrial Engineer with primary responsibility for the Edmonton RSC will be assigned as a resource to the committee.

Training

The Company will ensure that new members of the ELS Committee receive an up-to-date overview of the ELS system by a member of the Sobeys Industrial Engineering team.

Mandate

The mandate of the committee will include the following roles and responsibilities:

- develop a process to receive and review any changes made to the ELS system
- develop a process to ensure employees are trained in preferred methods
- review individual situations where employees appear unable to meet the production standards
- investigate and respond to any questions or concerns that are raised about ELS

- review accident reports, lost time incidents, WCB claims referred to it by the Occupational Health and Safety Committee as appearing to be ELS-related
- recommend ergonomic review of work practices as necessary
- develop a process for submitting delay requests

Meetings

The committee will hold regular quarterly meetings and can also schedule additional meetings with the Sobeys Industrial Engineers when they are on site.

The committee will keep minutes of every meeting and post them for review by all employees.

General

Time spent by the employee members of the ELS Committee at committee meetings and on committee-related work that has prior Management approval will be considered time worked.

The employee members of the ELS Committee will not be required to testify in arbitrations involving ELS related discipline of other bargaining unit employees. However, minutes of ELS Committee meetings and any reports or other documents prepared by or for the ELS Committee are not subject to this protection.

4. Security Cameras

The Company confirms that it does not use security cameras for the purpose of general monitoring of employee's work performance. However, the Company reserves its rights to use security cameras in the course of investigating disciplinary

offences and in connections with any arbitration or other proceedings.

5. Drivers Schedules

Should the Company be interested in implementing an alternative schedule for truck drivers (i.e.: four (4) days on, four (4) days off), the Company and the Union shall agree to meet to discuss the matter.

Should the parties be unable to reach an agreement, the matter shall be referred to final offer selection process in accordance with Article 18 of the Collective Agreement.

6. Drivers Meetings

The Company agrees to hold quarterly Driver meetings. The purpose of the meeting is to address operational issues, including health and safety. It is understood that employees are encouraged to address health and safety concerns as they arise and should not be waiting for the quarterly meeting to occur before bringing their concerns forward to the Company. Additional meetings may be called by mutual agreement if there are matters of a serious concern arising between regular scheduled meetings.

Appendix “A” – Transportation

Preamble:

The terms set out in the Collective Agreement and this Appendix will be in force for the Transportation Department. It is understood that the Company may use, at its discretion, any of the following: City driver employees, “Over-the-Road” driver employees, Spare Board driver employees, independent owner/operators, contractors, and third party drivers without violation of this Agreement. It is further understood that the Company is under no obligation to use its “Over-the-Road” drivers on runs in excess of one hundred and fifty (150) miles from the Edmonton Sobeys Retail Support Centre.

- 1.01 All vacancies for City, “Over-the-Road” Drivers and Spare Board Drivers will be posted for applicants. Successful applicants must have a valid Class 1 license. Employees who bid on “Over-the-Road” job postings must have demonstrated their competence through a desirable safe driving record.
- 1.02 It is understood that such applicants must give the Company authority to obtain the employee's driver abstract and such abstract shall contain no more than six (6) demerits in order for the applicant to be selected as a Driver. Any driver that accumulates more than six (6) demerits or exceeds the Long Combination Vehicle (LCV) permit conditions shall be required to attend the Professional Driver's Improvement Course. In such case, these employees will not be paid to take this course. Upon successful completion of the course, the driver will be considered for any bid runs.
- 1.03 Spare Board Drivers are full-time “Over-the-Road” drivers that are assigned runs on a weekly basis, at the Company's discretion, for the purpose of additional coverage or relief.

- 1.04 Any applicant for the position of “Over-the-Road” or Spare Board Driver who fails to meet the qualifications of the LCV permit within sixty (60) working days shall revert back to **their** previous classification. All successful applicants must have a valid Class 1 License.
- 1.05 The Company agrees to pay a trainer of City and “Over-the-Road” Drivers one (1) hour's pay at the regular rate for each shift or trip that **they are** so employed training drivers.
- 1.06 The Company shall supply a schedule listing all the bid runs for “Over-the-Road” drivers. This schedule shall state departure order, destination, and days required to work.
- 1.07 In the event the Company discontinues a Bid Run, or curtails the number of power units on a Bid Run for an indefinite period of time, the affected driver will have the option to displace the most junior “Over-the-Road” driver, **displace a junior city driver**, or be placed on the Spare Board.
- 1.08 Truck Driver – Hourly Rate

Truck Driver				
March 22nd, 2020	July 24th, 2022	July 23rd, 2023	July 20th, 2024	July 20th, 2025
\$26.54	\$27.34	\$27.89	\$28.45	\$29.02

Truck Driver Rate (Mileage)				
2016	July 24th, 2022	July 23rd, 2023	July 20th, 2024	July 20th, 2025
0.55	0.567	0.578	0.590	0.602

“Over-the-Road” Drivers

2.01 It is understood that all Articles of this Collective Agreement shall apply to “Over-the-Road” Drivers, except:

Article 5.1- 5.15 – Basic Work Week

Article 9 and 10.1-10.3 – Paid Holidays

Article 11 – Shift Premium

Article 12.4 – Seniority

2.02 ***Management undertakes that where possible and subject to customer service needs and operational requirements, employees will be scheduled five (5) consecutive days.***

2.03 It is agreed that “Over-the-Road” Drivers who are on wage progressions shall have their driving and work time included in their total hours for the purposes of the wage progressions. “Over-the-Road” Drivers rate of pay shall be used to determine the mileage rate paid as follows:

Truck Driver Rate:

Hourly Rate	2016
15.11	.351
15.11	.371
16.21	.391
17.32	.411
Top Rate	.550

When operating **a LCV**, the mileage rate will be increased by **four (\$0.04) cents**.

2.04 Time worked repairing, loading or unloading equipment, switching trailers, or waiting time shall be compensated for at

the appropriate Truck Driver's hourly rate of pay as per Article 1.08 of this Appendix.

- 2.05** The overtime rate shall be paid after ten (10) hours of such work including driving time in any one day. "Over-the-Road" Drivers shall be paid their normal rates of pay for all work performed on an extra trip (6th and 7th trip). Company drivers will be given the first opportunity to take an extra trip prior to the work being assigned to other carriers. The basic work week shall be fifty (50) hours exclusive of overtime.
- 2.06** A day missed, due to illness, unapproved absence, or suspension, shall not be classed as a day worked or as a trip. Further, it shall not be used for the purpose of calculating overtime.
- 2.07** Spare Board drivers will be given the first opportunity to pull extra trips provided the extra trip does not result in the payment of overtime for the complete trip. If Company equipment is to be used, spare board drivers will be asked first.
- 2.08** Where driving time is delayed, because of mechanical breakdown, weather conditions, or other conditions beyond the driver's control, time and one half (1 1/2 X) will apply after ten (10) hours.
- 2.09** Waiting Time: For all time spent en route where it is necessary for the Driver to wait for equipment to be repaired, for roads to be cleared, or other conditions beyond the driver's control, **they** shall be paid at the appropriate Truck Driver's hourly rate of pay as per Article 1.08 of this Appendix with a maximum of eight (8) hours pay for waiting time in each twenty-four (24) hour period.

- 2.10** The Company will pay mileage to the “Over-the-Road” Drivers on round-trips as follows:

Destination	Number of Miles
Bonnyville	306 Miles
Castor	307 Miles
Cold Lake	364 Miles
Consort	388 Miles
Coronation	340 Miles
Hardisty	266 Miles
Provost	370 Miles
Rocky View	380 Miles
Whitecourt	212 Miles
Red Deer	218 Miles
St. Paul	237 Miles
Hinton	350 Miles
Edson	240 Miles
Slave Lake	306 Miles
Lloydminster	316 Miles
Lacombe	177 Miles
Drayton Valley	171 Miles
Rocky Mountain House	275 Miles
Lac La Biche	280 Miles
Stettler	244 Miles

- 2.11** Paid Holidays: “Over-the-Road” Drivers who are entitled to Paid Holidays under the Collective Agreement, shall receive their average mileage rate of pay for the holiday either worked or not worked. If required to work, the driver shall be compensated for all such work in accordance with the above articles.

A Paid Holiday, not worked, shall not count as a trip for the purpose of this Article.

A premium of seventy-five (\$0.75) cents per hour shall be paid in addition to the employee's regular hourly rate for all hours worked when a driver makes a power tail gate delivery.

2.12 It is the driver's responsibility to unload their deliveries. The foregoing shall not apply to drop trailers. The Company will notify the retail operations that they are responsible for providing room and equipment to unload the trucks. The Company will advise the drivers of their responsibilities with respect to unloading at each of its customer's locations.

2.13 The Company will make available gloves for employees as required and as designated by the Company. The Company will supply the first pair and if the employee requires additional gloves, ***they*** shall return the worn pair when requesting new ones.

A) *As agreed in the 2018 Collective Bargaining Agreement, Safeway employees who were offered employment in the Transportation Department received a new seniority date, but were able to retain their previous seniority date for the purpose of vacation eligibility on the suitable vacation schedule at the Sobeys facility.*

Signed this _____ day of _____, **2024.**

For The Company:

For The Union:

Company Committee:

Bargaining Committee:

Morgyn Ahrens
Christy Nolin
Colin MacDonald
Paul Van Steenberg
Patty McGuire
Steve Chmilar

Terrance Bakalech
Darren Dodge
Andre Dupre
Claudia Kalavritinos
Melissa McGregor
Rosendo Neri
Jonathan Underwood
Matt Gilks
Chris O'Halloran

This Agreement was ratified on ***July 21st, 2022.***