

Collective Agreement

Between:

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND
GENERAL WORKERS UNION OF CANADA (CAW-CANADA)
AND ITS LOCAL 1090**

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- and -

**SOBEYS INC.
Retail Support Centre - Whitby**

Effective: May 12, 2008

Expiry: February 28, 2012

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INDEX

ARTICLE 1 – PURPOSE.....	4
ARTICLE 2 – RECOGNITION.....	4
ARTICLE 3 – MANAGEMENT RIGHTS.....	4
ARTICLE 4 - STRIKES AND LOCKOUTS.....	4
ARTICLE 5 - UNION SECURITY.....	5
ARTICLE 6 – DATA TO BE SUPPLIED.....	6
ARTICLE 7 - UNION REPRESENTATION.....	7
ARTICLE 8 - BULLETIN BOARDS.....	7
ARTICLE 9 - WORK BY SUPERVISORS.....	8
ARTICLE 10 – SENIORITY.....	8
ARTICLE 11 - GRIEVANCE PROCEDURE.....	9
ARTICLE 12 - ADMINISTRATION OF DISCIPLINE.....	12
ARTICLE 13 – PROTECTION FROM HARASSMENT AND DISCRIMINATION.....	12
ARTICLE 14 - WOMEN'S ADVOCATE.....	16
ARTICLE 15 - SUBSTANCE ABUSE.....	16
ARTICLE 16 – HEALTH AND SAFETY.....	17
ARTICLE 17 - INCAPACITATED EMPLOYEES.....	19
ARTICLE 18 – HOURS OF WORK.....	21
ARTICLE 19 – DEPARTMENT/ CLASSIFICATION AND WORK ALLOCATION.....	22
ARTICLE 20 – JOB POSTINGS.....	25
ARTICLE 21 – TRANSFERS.....	27
ARTICLE 22 - OVERTIME DISTRIBUTION.....	27
ARTICLE 23 - VACATIONS WITH PAY.....	28
ARTICLE 24 - LAYOFFS AND RECALLS.....	31
ARTICLE 25 – LEAVE OF ABSENCE.....	32
ARTICLE 26 – PREGNANCY/PARENTAL LEAVE.....	33
ARTICLE 27 – JURY AND WITNESS DUTY.....	33
ARTICLE 28 – BEREAVEMENT/FUNERAL LEAVE.....	34
ARTICLE 29 - HOLIDAY PAY.....	34
ARTICLE 30 – SHIFT PREMIUM.....	36
ARTICLE 31 - REFRIGERATED AREAS.....	36
ARTICLE 32 – REPORTING PAY.....	37

ARTICLE 33 – TRAVEL ALLOWANCE	37
ARTICLE 34 – NEW EMPLOYEE ORIENTATION.....	37
ARTICLE 35 – NATIONAL DAY OF MOURNING	38
ARTICLE 36 – REMEMBRANCE DAY.....	38
ARTICLE 37 – LUNCHROOM, WASHROOM AND FIRST AID	38
ARTICLE 38 – EQUIPMENT AND TOOLS.....	38
ARTICLE 39 – PROTECTIVE CLOTHING	38
ARTICLE 40 – PARKING	39
ARTICLE 41 – NOTIFICATION OF ABSENCE	39
ARTICLE 42 – ATTENDANCE BONUS - PAID SICK DAYS.....	39
ARTICLE 43 – PAID EDUCATION LEAVE AND SOCIAL JUSTICE FUND.....	39
ARTICLE 44 – BENEFITS.....	39
ARTICLE 45 – PENSION PLAN.....	39
ARTICLE 46 – WAGES	40
ARTICLE 47 – PAY EQUITY.....	40
ARTICLE 48 – PRINTING OF THE AGREEMENT.....	40
ARTICLE 49 – COMPLETE AGREEMENT	40
ARTICLE 50 – DURATION OF THE AGREEMENT.....	40
FULL TIME WAGE GRID	42
PART-TIME WAGE GRID	43
PART-TIME EMPLOYEES’ APPENDIX	44
LETTER OF UNDERSTANDING1 – NEGOTIATIONS TIME	48
LETTER OF UNDERSTANDING2 - LUMPERS	49
LETTER OF UNDERSTANDING3 – SIGNING BONUS.....	50
LETTER OF UNDERSTANDING4 - BENEFITS.....	51
LETTER OF UNDERSTANDING5 – MODIFIED WORKERS.....	52
LETTER OF UNDERSTANDING6 – OVERTIME DISTRIBUTION.....	53
LETTER OF UNDERSTANDING7 – VOLUNTARY RESIGNATION OFFER	54
LETTER OF UNDERSTANDING8 – SHIFT BID PROCESS.....	56
LETTER OF UNDERSTANDING9 – SEVERANCE PACKAGE	58
LETTER OF UNDERSTANDING10 – ADJUSTMENT PROCESS.....	61
LETTER OF UNDERSTANDING11 – TRANSITION BONUS	62
LETTER OF UNDERSTANDING12 – HOURS OF WORK.....	64

This agreement entered into between Sobeys Whitby Retail Support Centre (hereinafter referred to as “Employer”) and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) (hereinafter referred to as “Union”)

ARTICLE 1 – PURPOSE

- 1.01 The Employer and the Union desire to cooperate in establishing and maintaining conditions, which will promote and improve labour and economic relations between the Employer, and the employees covered by this agreement. The purpose of this Agreement is to secure prompt and fair disposition of grievances, to secure operations without interruptions or interference of work and to provide wages, hours and working conditions as set out in this Agreement. It is recognized by this agreement to be the desire of the Employer, the Union and the employees to co-operate fully, individually and collectively for the advancement of the said conditions.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees of Sobeys Inc. at its distribution centre, in the regional municipality of Durham, save and except forepersons, persons above the rank of forepersons, dispatchers, drivers, office, clerical, technical staff, warehouse maintenance, audit and quality assurance.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 Subject to the provisions of this agreement, it is agreed that the Employer retains the sole and exclusive right to manage the affairs of the business and to direct the working forces of the Employer. Such functions of management include, but are not limited to the right to hire, enforce reasonable rules of safety, promote, discharge or discipline for cause, layoff employees and maintain efficiency of employees. The Employer has the right to alter, rearrange or change, extend, limit or curtail its operations or any part thereof, to decide the number of employees that may be assigned to work on any job or shift and the equipment to be employed in the performance of such work. Management reserves the right to introduce a performance and quality of work incentive program.
- 3.02 The rights of this article are subject to the right of an employee to lodge a grievance in a manner provided in article 11 – grievance procedure.

ARTICLE 4 - STRIKES AND LOCKOUTS

- 4.01 The Employer and Union recognize their obligations under the *Ontario Labour Relations Act*. The Employer agrees there will be no lockout of employees

and the Union agrees there will be no strike or other action, which interferes with work or operations.

ARTICLE 5 - UNION SECURITY

- 5.01 All employees, including probationary employees, will be required to complete and sign an Application for Membership and Authorization for Check off of Dues and Initiation Fee on Form A230-86, supplied by the Union to the Employer.
- 5.02 The Local Union copy of the "Authorization or Check off of Dues and Initiation Fees" form will be forwarded to the Local Union Financial Secretary upon completion.
- 5.03 All dues and initiation fees deducted must be remitted to the Local Union Financial Secretary by the 15th of the month following the month of deduction along with a list of names and the amount of each deduction.
- 5.04 The Employer will also supply a list of those members who did not have union dues deducted in that month.
- 5.05 The Financial Secretary of the Local Union will notify the Employer of any change in the amount of union dues and/or initiation fee to be deducted in line with the constitutional requirements of the National Union.
- 5.06 **Union Dues: When to Deduct and Amount to be Deducted**

Union dues are payable from the first full pay received by the employee following the date of hire. Current dues shall be defined as follows and shall be subject to change as per the CAW Constitution".

- 1 hour and 10 minutes for part – time employees (including probationary employees) if earning less than 40 hours in a calendar month.
- 2 hours and 20 minutes for part – time employees (including probationary employees) if earning an equivalent of 40 hours or more in a calendar month

Any Full – Time or Part-Time employee who has completed the regular probationary period must pay initiation fees of fifteen dollars (\$15.00) as a condition of employment."

- For those members paid by the hour, the dues shall be based on the amount earned per straight-time hour in the last payroll period worked before the dues are payable.

- For those whose earnings vary, straight-time earnings shall be based on average earned per hour in the last month worked.

Amounts include:

- any amounts considered regular pay

Amount does not include:

- shift premiums – overtime premiums
- holiday rates

Dues are payable when member receive benefits in lieu of work such as:

- vacation pay
- holiday pay
- jury duty pay
- bereavement pay

Dues are not payable when a member receives

- Sick and accident benefits
- Workers' compensation benefits

5.07 The Union hereby indemnifies the Employer and holds it harmless against any and all claims that may arise out of or by reason of any action taken by the Employer for the purpose of complying with the foregoing provisions of this article.

ARTICLE 6 – DATA TO BE SUPPLIED

6.01 The Employer will supply the Union Chairperson with the following information:

- a) each period (there are 12 periods in a year)
 - i) employees who are in the Bargaining Unit regardless of whether or not they paid dues;
 - ii) employee number, hourly rate and classification;
 - iii) the number of hours worked in the month;
- b) at the time of the occurrence

- i) employees transferred into or out of the Bargaining Unit;
 - ii) layoffs or recalls;
 - iii) employees who have lost seniority;
- c) names, address and postal codes of active employees

ARTICLE 7 - UNION REPRESENTATION

- 7.01 The Employer agrees to recognize a Union Committee of not more than seven (7) employees, including the chairperson for the purpose of meeting with the Employer for the administration of the collective agreement, grievance meetings, labour management meetings or contract negotiations as well as preparations for contract negotiations.
- 7.02 It is agreed that such Committeepersons and other Local Union officials have their regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without receiving permission from their immediate supervisor, which permission will not be unreasonably withheld. The afternoon shift Committeepersons shall receive one and one half days pay, the night shift Committeepersons will receive two days pay. The night shift Committeepersons shall work three days out of the week and the afternoon Committeepersons shall work three and one half shifts during that week.
- 7.03 The Employer shall recognize 13 union representatives including committee members (4 per shift). These representatives are to include representation on all shifts where employees work.
- 7.04 The allocations, jurisdiction, shifts of Union representation will be the responsibility of the Union.
- 7.05 The Union shall furnish the Employer, from time to time, an update list of the current Union Committee members and union representatives including alternates.
- 7.06 The Employer, upon proper notification, shall grant the President of the Local and National Representative entry and escorted access into the Employer's facility.

ARTICLE 8 - BULLETIN BOARDS

- 8.01 The Employer will supply the Union with three (3) Plexiglas covered bulletin boards in the facility for posting of Union notices. Copies of such notices must be provided to the Senior Director Operations or his/her designate prior to being posted.

ARTICLE 9 - WORK BY SUPERVISORS

- 9.01 Supervisors and other excluded employees will not perform bargaining unit work except in the case of an emergency or to provide training.

ARTICLE 10 – SENIORITY

- 10.01 An employee will be on probation and will not be subject to the seniority provisions of this agreement, nor shall his/her name be placed on the seniority list until after he/she has completed five hundred (500) hours of the employment with the Employer. For those hired after date of ratification the probationary period shall be six hundred (600) worked hours. During this period, he/she may be discharged for any valid reason without recourse to the grievance procedure except that the Employer will not act in bad faith or arbitrary or in a discriminatory manner contrary to Article 13.01 in discharging a probationary employee. Upon completion of the probationary period, the employee's name shall be placed on the appropriate seniority list. The company agrees to inform the Chairperson upon request as to why a probationary employee was terminated.
- 10.02
- a) The Employer agrees to post quarterly, the revised seniority list, and provide a copy to the Local Union office and the committee chairperson.
 - b) There will be two seniority lists, one for full-time employees and one for part-time employees.
 - c) The order of the names on each of the two seniority lists shall be determined in accordance with hire date, except in cases of transfers between part-time and full-time employee status as set out in 10.02 f).
 - d) In the event two or more employees have the same start date, seniority will be determined by the drawing of lots. The first name drawn will be the most senior person, second, the second most senior, and so on until all employees in the group receive their seniority order.
 - e) All employees hired after December 05, 2005, whom transfer from part-time to full-time status will be credited for the total number of hours worked as a part-time employee, (using a 40 hours work week as a base for calculations) and the number of seniority hours as a full-time employee where applicable and placed on the full-time seniority list based on that new seniority. Upon change of status to full-time, he/she will not be required to serve a probationary period as long as they worked the required hours as set out in 10.01.
 - f) If a full-time employee transfers to part-time status, he/she will be credited for the total number of seniority hours and all hours worked in part-time status, if applicable.

- g) Should an employee disagree with his/her assigned seniority date, he/she must do so within thirty (30) days of the posting of the seniority list on which that employee's name first appears.
- h) If an employee is seriously disabled the parties may mutually agree to make an exception to the provisions of this Agreement to accommodate the employee.

- 10.03 A person shall lose all seniority and shall be deemed to have terminated employment with the Employer if he/she:
- a) voluntarily quits or retires;
 - b) is discharged for cause and the discharge is not reversed through the grievance procedure;
 - c) is laid off for a period of twelve (12) months;
 - d) fails to report to work within seven (7) calendar days after receipt of recall notice by the Employer unless excused for reason satisfactory to the Employer;
 - e) fails to return to work at the expirations of a leave of absence without reason satisfactory to the Employer;
 - f) is absent for three (3) consecutive working days without notifying the Employer unless the employee is unable to communicate.
- 10.04 On each occasion that an employee is absent from work due to sickness or accident, his seniority will continue to accumulate.
- 10.05 It shall be the duty of employees to notify the Employer promptly on forms supplied by the Employer of any change in address, telephone number, marital status, number of dependants, or other related information that may be required from time to time and the employee shall retain a signed copy of such form. If the employee fails to do this, the Employer will not be responsible for failure to comply with any part of this agreement where such information is necessary in order to comply.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 It is the mutual desire of the parties that concerns of employees, the Union, and/or the Employer be addressed as quickly as possible. To that end, employees and supervisors are encouraged to resolve issues at the floor level prior to moving to the grievance procedure whenever practicable
- 11.02 Any complaint alleging a violation, misinterpretation or misapplication of the terms of this agreement or applicable government legislation shall first be

taken up verbally by the employee and shift steward (if so requested) with the employee's immediate supervisor. It is agreed and understood that such complaints and grievances should be presented within (7) days from the time the alleged breach becomes known or should have become known to the aggrieved employee or party. The supervisor will verbally respond within five (5) days as to the Company's position on the matter.

Failing Settlement:

Step 1

The Steward shall inform the Committee Person of the response and the concern shall be reduced to writing by the Committee Person. This will be written on the form provided by the Company signed by the employee and shall then constitute a grievance. All grievances should identify, as far as possible, the article, clause or clauses of this agreement, or applicable legislation claimed to have been violated. The Shift Committee Person and if requested Shift Steward may present the grievance of the employee to the Operations Manager or designate within five (5) days after the receipt of the reply of the Supervisor or designate. At this stage the grievance shall be discussed between the on shift Committee Person, the Steward if requested by either party and the Operations Manager or designate. The Operations Manager designate shall give a written response including an explanation of the decision rendered within seven (7) days of receipt of the grievance.

Failing Settlement:

Step 2

The grievance shall be referred to the Human Resources department within seven (7) days by the Chairperson. The grievance shall be discussed by the Director of Human Resources or designate, the Senior Director of Operations or designate, the Chairperson and the shift committee member(s). The Local President, National representative, the Shift Steward or grievor if requested by either party to discuss the matter may attend the meeting.

- 11.03 The Employer or the Union may file a policy grievance(s) commencing at Step 2.
- 11.04 In the case of discharge, a grievance may be filed by an employee who feels he was unjustly dealt with. Such a grievance must be filed within seven (7) days from the date of dismissal and shall commence at Step 2. In any subsequent disposal of this case during the grievance procedure, the Employer may reinstate the employee, suspend the employee for a definite period, or sustain the discharge, if mutually agreed to by the parties to this Agreement. If an agreement cannot be reached the matter may be referred through the provisions of Article 11.05 – 11.10.

11.05 **Arbitration/Mediation**

Should the grievance involve the alleged misinterpretation or violation of the Agreement of applicable government legislation, either party may be free to appeal to arbitration or mediation/arbitrator within thirty-one (31) days from the date of the Step 2 response. The parties shall attempt to agree on a single arbitrator or mediation/arbitrator. If the parties agree on the arbitrator or mediation/arbitrator, the party requesting the referral shall then refer the grievance to the chosen party with a statement of the issue to be arbitrated upon by him/her, if requested.

Notice of said referral and a copy of said statement shall be forwarded simultaneously to the other party. The decision of the arbitrator or mediation/arbitrator shall be final and binding upon all parties involved. Upon any decision rendered by the arbitrator it is agreed that the Chairperson and the company representative will review the decision if requested by either party.

- 11.06 The arbitrator or mediation/arbitrator, as the case may be, shall not have any jurisdiction to alter or modify any of the provisions of this Agreement, nor to substitute any new provision in lieu thereof, nor to make any decision inconsistent with the terms and provisions of this Agreement.
- 11.07 In determining any discharge or any other disciplinary grievance, the arbitrator or mediation/arbitrator, as the case may be, shall have the authority to:
- a) Affirm the Employer's action and dismiss the grievance;
 - b) Set aside a penalty imposed by the Employer and restore the greivor to this former position with or without compensation; or
 - c) Vary or alter the penalty imposed by the Employer as the arbitrator or mediation/arbitrator may deemed justified.
- 11.08 Each of the parties hereto will bear the expenses of the nominee appointed by it, if applicable, and will share equally the expenses of the arbitrator or mediation/arbitrator.
- 11.09 The time limits as prescribed in Article 11 may be modified by mutual agreement of the parties. If a time limit is missed, the other party may move the grievance to the next step.
- 11.10 All days referred to in this article are calendar days.

ARTICLE 12 - ADMINISTRATION OF DISCIPLINE

- 12.01 A Steward or Committeeperson will be present when an employee is disciplined, suspended or discharged. Any reprimand, warning or disciplinary measure that becomes part of an employee's record regarding his/her work or conduct will be confirmed in writing. All verbal warnings will be reduced to writing. The Employer will forward to the employee and the Steward/Committeeperson a copy within ten (10) calendar days of the discipline, with the provision that an extension of time limits will be granted by the Steward/Committeeperson, or in his/her absence, another member of the Committee, where extenuating circumstances can be demonstrated. In the case of standards or attendance, discipline will be imposed within ten (10) calendar day of the two (2) week cycle the company uses to collect the data.

When an employee is called to an interview by a member of supervision and the subject of the interview is discipline, the employee and the Steward/Committeeperson will be so informed before and the interview will not proceed until the Steward/Committee person is present.

In the event an employee's employment is to be terminated by registered mail, the Chairperson, or in his/her absence, the Committeeperson, shall be notified in advance of such letter being sent.

Employees shall have the right to choose their union steward on their particular shift provided they are available.

- 12.02 A disciplinary action shall be removed from an employee's active record after a period of twelve (12) month's of employment, provided that the employee has no further discipline in that 12-month period in that particular stream. The four streams shall be standards, absenteeism, general, and health and safety.
- 12.03 Discipline is defined as a verbal warning, written warning, suspension, or discharge to an employee. A copy of any discipline must be given to the Committeeperson.

ARTICLE 13 – PROTECTION FROM HARASSMENT AND DISCRIMINATION

- 13.01 Sobeys and the union are committed to providing and maintaining a workplace that is free from discrimination and harassment on the protected grounds set out in the Ontario Human Rights Code.

- 13.02 For the purposes of this article the following terms are defined:

Discrimination: Distinction, preference or exclusion based on the protected grounds of the Ontario Human Rights Code which negatively impacts the equality of opportunity in employment, or equality in the terms and conditions of employment.

Harassment: Course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome, that denies individual dignity and respect on the basis of grounds as set out in the Ontario Human Rights Code. Harassment may occur as a single encounter or as a series of incidents, persistent innuendoes or threats. At Sobeys all employees are expected to treat others with courtesy and consideration and to discourage harassment.

This includes but is not limited to:

- Unwelcome remarks, jokes, slurs, actions, innuendoes or taunting about protected grounds or about another's body or attire, which cause awkwardness and / or embarrassment.
- e Displaying visuals of sexual, racial or otherwise offensive nature such as pornographic pictures, posters, cartoons, graffiti or simulation of body parts.
- e Leering (suggestive staring) or other gestures;
- e Unnecessary physical contacts such as touching, patting or pinching.
- e Unwanted sexual solicitation and/or advances, physical contact or advances particularly made with implied reprisals, if rejected or rewards, if complied.
- Refusing to work or share facilities with another employee because of the others gender, disability, sexual orientation, racial, religious or ethnic background.
- e Backlash or retaliation for the lodging of a complaint or participation in an investigation.

Harassment is not: Properly discharged supervisory responsibilities, including but not limited to disciplinary action, or conduct that does not interfere with the climate of understanding and respect for the dignity of work or Sobeys' employees.

Prohibited Grounds: The following are protected under the Ontario Human Rights Code; age, race, ancestry, and place or origin, colour, ethnic origin, family status, marital status, disability, and record of offences, citizenship, creed, same-sex partnership, gender or sexual orientation.

Workplace: all company facilities and premises. This includes but is not limited to, the workplace, during travel, at restaurants, hotels or meeting facilities that are being used for business purposes, during telephone, email or other communications; and at any social event sponsored by the company.

- 13.03 All employees are obligated to report situations of harassment/ discrimination to their supervisor whether they are themselves being subjected to such behaviour or whether they observe or know a fellow-employee or group of employees who are subject to this behaviour. If the Company is not made aware of any issues of harassment, they may be unable to address issues. All employees, managers and supervisors must do their part ensuring that their behaviour does not violate this policy.
- 13.04 If an employee believes they have been harassed and/or discriminated against on the basis of prohibited grounds the following process should be followed:
- (a) The first thing to do is to tell the employee to stop. This should be done as soon as the employee receives unwelcome comments or conduct.
 - (b) If this does not stop the behaviour or action, then the employee may bring the incident forming the basis of complaint to the attention of his/her supervisor. The supervisor will try to resolve the issue among the parties.
 - (c) If the supervisor cannot resolve the situation to the satisfaction of the employee, or it is too serious to handle at this level, he/she will notify Human Resources. NOTE: If the employee is not comfortable approaching a supervisor or manager about concerns, he/she can speak directly to Human Resources.
 - (d) Human Resources will contact a union committee member *for* that shift and explore various options with the employee including but not limited to:
 - Reviewing the harassment policy with the employee
 - Counselling the employee on how to resolve the issue themselves
 - Educating the person the employee is having difficulty with
 - Assisting the employee in making a formal complaint
 - (e) If a formal complaint is initiated, the company will require a written statement/complaint. It is important that the Company receives the complaint in a timely manner so the problem does not escalate or reoccur. Once the complaint is received the Company will initiate a formal joint investigation of the complaint. The shift union Committee member will be in attendance.
 - (f) It is the intention of the Company that where practical, the investigation will begin within five (5) working days of the lodging of the written

complaint and shall be completed within fifteen (15) working days after the lodging of the written complaint.

- (g) In conducting the investigation, both the Union and the Company shall, to the extent where practicable, maintain confidentially. Records of the investigation, including interviews, evidence and any recommendations made will be securely maintained in the offices of the Human Resources.
- (h) Upon completion of the investigations, the Company will complete a written report of its findings and recommendations and submit a copy to the Site Manager and the Union Chairperson. Any agreed action will then be implemented.
- (i) If there is no agreement, the Company reserves the right to take such action as it deems appropriate, subject to the Collective Agreement.

13.05

- 1) If a finding of harassment is made, Sobeys will take appropriate corrective measures, regardless of the respondent's seniority or position in Sobeys. Corrective action may include disciplinary action, up to and including dismissal for just cause.
- 2) If there is insufficient evidence to support the complaint, corrective measures will not be taken.
- 3) If the complaint is in good faith and without malice, regardless of outcome of the investigation, the complainant will not be subject to any form of discipline.
- 4) If an employee brings a fraudulent complaint or one with malice, he/she may be subject to disciplinary action, up to and including dismissal for just cause.
- 5) Retaliation, taunts, or threats against anyone exercising his or her rights under this provision or anyone who takes part in the investigation, as a witness will not be tolerated. Any person who taunts, retaliates against or threatens anyone in relation to a harassment complaint may be subject to disciplinary action, up to and including dismissal for just cause.

13.06

The Company is committed to ensuring that the Union Committee and Leadership Team are jointly trained on harassment investigation procedure and protocol within 3 months of the ratification of this Agreement. The Company will arrange for the training.

ARTICLE 14 - WOMEN'S ADVOCATE

- 14.01 The parties recognize that female employees sometimes face situations of violence or abuse in their personal life, harassment or other such personal issues whereby they may wish to discuss with another woman. The parties also recognized that the employee may need to find out about specialized resources in the community such as counsellors or women's shelters to assist them in dealing with these and other issues.
- 14.02 For this reason, the parties agree to recognize the role of a woman's advocate in the workplace. The trained, mutually agreed to female advocate, will meet with female employees as required, discuss problems with them and refer them to the appropriate community agency when necessary.
- 14.03 It is agreed to that the woman's advocate has her regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without receiving permission from their immediate supervisor, which permission will not be unreasonably withheld.
- 14.04 The woman's advocate representative will participate in an annual training program. The Company will be responsible for wages. The cost and length of the training is to be mutually agreed to annually. The Union will be responsible for per diem expenses.
- 14.05 The parties further agree that when there is adequate verification from a recognized professional (i.e. Doctor, lawyer, or professional counsellor) a woman who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement intent is subject to a standard of good faith on the part of the Employer, the Union and affected employees and will not be utilized by the union or employees to subvert the application of otherwise appropriate disciplinary measures.

ARTICLE 15 - SUBSTANCE ABUSE

- 15.01 Substance abuse is recognized to be a serious social and medical problem that can affect employees. In addition to the serious individual consequences, both parties recognize that substance abuse contributes to absenteeism, turnover and business disruptions as well as adversely impacting safety, job performance and employee morale.
- 15.02 The Company recognizes the importance of a continuous co-operative effort between its management, union representatives and its members in this regard. The Company and the union have a strong interest in encouraging early treatment and assisting employees to a full recovery.'

- 15.03 The Employer will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. Employer assistance will include referral of employees to appropriate counselling services or treatment and rehabilitation facilities.

Such assistance includes, but is not necessarily limited to, identification of the problem at the earliest stages, motivating the individual to obtain help, referral of the individual to appropriate treatment and rehabilitation facilities, and a continuing education of employees and Union and Management representatives alike to recognize and deal constructively and responsibly with such problems as they arise.

- 15.04 Where an employee provides appropriate medical documentation prescribing or requiring a course of treatment, such treatment shall be covered under the Health Insurance Plan and the employee will qualify for STD under the employer's Short Term Disability Plan. In addition, the employee will continue to be covered under the Group Insurance Plan.

The company will recognize a Substance Abuse Representative. It is agreed that the substance abuse representative has his/her regular duties to perform on behalf of the Employer. The recognized Substance Abuse Representative will be permitted a reasonable amount of time with pay during his/her regularly scheduled shift to provide necessary assistance to employees. The recognized Substance Abuse Representative will not leave their regular duties without receiving permission from their immediate supervisor, which permission will not be unreasonable withheld. An alternate will be identified and communicated to the Company, for each shift to handle emergency situations.

- 15.05 The substance abuse representative (not including alternates) will participate in an annual training program. The Company will be responsible for wages. The cost and length of the training is to be determined mutually agreed to annually. The Union will be responsible for per diem expenses.

ARTICLE 16 – HEALTH AND SAFETY

- 16.01 The policy of the Company in conjunction with the union is to do everything reasonably possible to provide a safe and healthy work environment for all employees during hours of employment.
- 16.02 The Company and the Union will make every effort to comply in a timely manner with all applicable legislation pertaining to the Occupational Health and Safety Act. All standards established under these laws must constitute the minimum acceptable practice, which the parties will strive to improve upon by agreement of the members of the Joint Health and Safety Committee.

- 16.03 The Company and the Union jointly agree that health and safety of all employees is of primary importance. The Company and the Union will jointly promote measures to assure the health and safety of all employees.
- 16.04 The Company and the union agree to maintain a joint health and safety committee in accordance with applicable legislation.
- 16.05 The committee will consist of two (2) employee members on the day shift, two (2) employee members on the afternoon shift, and two (2) employee members on the night shift. These positions shall represent the employees. The Company shall have an equal number of members on the committee.
- 16.06 The Joint Health and Safety Committee will have 2 certified co-chair persons; one (1) co-chair person elected or appointed by the members and one (1) appointed by the company.
- 16.07 All members of the Joint Health and Safety Committee will be certified as specified under the Occupational Health and Safety Act. The Company will be responsible for the cost of this training.
- 16.08 The Company and the Union recognize that the Joint Health and Safety Committee members certified as per 16.05 are entitled to exercise the rights and duties of a certified member as set out in the Act.
- 16.09 No employee will be disciplined because the employee has acted in compliance with the Occupational Health and Safety Act as it is now written or hereafter amended.
- 16.10 Within six (6) months any new member of the Joint Health and Safety Committee will be provided with certification training.
- 16.11 The Committee will designate one (1) member who represents workers and one (1) member who represents the Company to investigate any accident where a worker is killed or critically injured at work. In the case of any other accident involving personal injury, resulting in lost time or any other major accident which does not result on lost time but indicates a high potential for such, one (1) committee member representing workers shall be entitled to participate in any investigation and receive a copy of the Accident and Investigation Report. A copy of the complete investigation by the joint health and safety committee will be provided to the shift bargaining committee member or designate. If any safety infraction leads to a discipline, the shift bargaining committee member or designate must be present.
- 16.12 National Union Health and Safety staff shall be granted access to the workplace with appropriate notice given the circumstances and shall be

accompanied by both a Company and Union member of the Joint Health and Safety Committee.

- 16.13 A member of the Health and Safety Committee will accompany the Ministry of Labour inspector in all cases.

ARTICLE 17 - INCAPACITATED EMPLOYEES

- 17.01 The Employer and the Union recognize their obligations under the Ontario Human Rights Code and the Workplace Safety and Insurance Act to participate and cooperate in returning injured and disabled employees to active employment.
- 17.02 A worker who is disabled as a result of non-occupational illness or injury will have the same rights under this agreement as a worker disabled as a result of occupational causes. Every effort will be made to return the worker in an early and safe manner as provided in this agreement.
- 17.03 The Employer may provide suitable modified duties to an employee while awaiting a Company initiated IME. If it is not deemed feasible to retain the employee on the modified work program due to the medical condition, the Company will ensure that the employee does not incur a disruption of compensation, provided the employee attends the scheduled IME, unless they have a valid and a verifiable reason not to attend.
- 17.04 a) An employee assigned under this provision must submit current medical evidence of his/her disability with restrictions, limitations, and expected duration clearly identified by a duly qualified medical practitioner to the Employer. Upon request for a Functional Abilities Evaluation (FAE) form by the Company, an employee will be reimbursed 50% of the cost to have the form completed provided that the employee provides the company with a receipt.
- b) The Employer reserves the right to require an independent medical evaluation by a duly qualified medical practitioner, including specialists to review and evaluate the employee's restrictions and limitations in the following situations:
- i) Employee is returning to work from sickness and injury, or
 - ii) Employee has provided medical information in respect of his/her ability to perform work;
 - iii) Employee is absent and the Employer seeks to confirm that the absent employee continues to be unable to work; or
 - iv) In the event of unclear or contradictory medical information

v) The Employer will pay eight (8) hours pay for each day the Independent Medical Evaluation (IME) is scheduled.

Employees shall receive as least forty eight (**48**) hours of advance notice of an Independent Medical Evaluation (IME).

In the case of travel, if an employee must travel more than twenty (20) kilometres (one way), from the Whitby Retail Support Centre to attend a medical examination (IME) requested by the Company, the Company will reimburse the employee at the rate of thirty four cents (34¢) per kilometre for kilometres in excess of the 20 kilometre limit as mentioned above.

- c) Employees shall promptly comply with the request of the Employer to undergo an independent medical evaluation (IME).
- d) The results of the IME are to be determined as one of the following three (3) alternatives: Fit for work; Unfit for work; or Fit with restrictions from the day of visit. The Company agrees to provide a copy of the IME results upon request by the employee.
- e) The Employer will review the individual circumstances with the Union Chairperson prior to exercising this provision.
- f) The Employer may provide suitable modified duties to an employee while awaiting a Company initiated IME.

17.05 Employees Injured on the Job

If an employee is injured on the job, the Company and the employee will abide by their obligations and responsibilities as set out in the WSIB Act.

17.06 Non-Occupational Injury or Illness

This article provides further requirements for non-occupational injuries or illnesses, in addition to what is set out above in articles 17.02 and 17.03.

- a) In the event of an independent medical evaluation being required as set out above in 17.03, the doctor will be mutually agreed upon by the Company and the Union. The Company will also pay for such IMEs.

17.07 Joint Return to Work Committee (JRTWC)

- a) The Company and the Union agree to establish a Joint Return to Work Committee.

- b) The Joint Return to Work Committee will comprise of seven (7) members: one (1) employer representative from each shift and one (1) employee representative from each shift, and an HR representative.
- c) The Joint Return to Work Committee will meet monthly or as required.
- d) The following return to work process will be followed:
 - i. Sobeys will make every reasonable effort to accommodate employees coming within the scope of this agreement with suitable alternate duties, if available, by reviewing and if necessary modifying their regular duties. In order to accommodate a disabled employee the following shall apply in the order listed below. A committee member will act as an alternative whenever the regular joint return to work committee member for the union is unavailable.
 - ii. First the disabled employee's present position will be considered for modification. The goal will be to bring the injured/ill worker to the essential duties of their per-injury job.
 - iii. Second, the essential duties of positions within the disabled employee's classification will be considered.
 - iv. Third, essential duties within the bargaining unit will be considered. To this end, the Employer may place an injured or disabled employee in a vacant position with mutual agreement, without the necessity of a job posting until such time as the employee is fit to return to his/her regular job.
 - v. Fourth, subject to the collective agreement, creating a job by cobbling functions will be considered.
 - vi. In the event there are two injured workers with similar accommodation requirements, seniority will prevail when placing them in the above program.
- e) The JRTWC will be responsible for developing a Return to Work Plan based on the above criteria.
- f) A physical demands analysis will be completed for each classification described in Article 19.

ARTICLE 18 – HOURS OF WORK

- 18.01 The regular work week for full-time employees shall consist of forty **(40)** hours of work, consisting of five (5) days of eight (8) hours per day on the day, afternoon, or night shift.

Starting and quitting times for shifts are as follows for the 8-hour shifts:

Day Shift 7:00 a.m. – 3:00 p.m.
 Afternoon Shift 3:00 p.m. – 11:00 p.m.
 Night Shift 11:00 p.m. – 7:00 a.m.

However, individual start and quit times may be moved ahead or back by up to one (1) hour by the Employer as per current practice.

Nothing herein shall be construed as a guarantee of daily or weekly hours to be worked or paid.

- 18.02 The Employer will schedule one (1) twenty minute paid break in the first half of the shift and one (1) 30 minute paid lunch break, scheduled in the second half of the shift.
- 18.03 The Employer maintains the right to implement shifts consisting of four (4) days of ten (10) hour shifts with the consent of the union, which consent will not be unreasonably withheld. It is understood that such consent will be by approval of the bargaining unit.

ARTICLE 19 – DEPARTMENT/ CLASSIFICATION AND WORK ALLOCATION

19.01(a) our (4) departments, seven (7) classifications

_____	<u>Produce</u>	<u>Meat/Dairy/Deli</u>	<u>Freezer</u>
Damages	Damages	Damages	Damages
Forklift	Forklift	Forklift	Forklift
Selector	Selector	Selector	Selector
Janitor	Janitor *(1)	*(1)	Janitor
Shipper/Receiver	Shipper/Receiver	Shipper/Receiver*(2)	*(2)
Stripper	*(3)	Stripper	*(3)
Repack	-	-	-

Footnotes

*(1) Janitor role is for perishable

*(2) Shipper/Receiver in Meat/Dairy and Deli includes Freezer

*(3) Stripper in Meat/Dairy and Deli includes Produce and Freezer – note this position may not be posted depending on the needs of the business.

*Cherry picker will be determined by seniority on a shift as required.

19.01(b) If the company intends to establish a new job, classification, or department the Company will meet with the Union to achieve agreement and the rate of pay to be implemented.

If the Company and the Union cannot agree, the outstanding matter(s) may be referred to arbitration as per article 11.03.

- 19.02 If the Company permanently reduces the number of employees within a particular job classification, department or shift, the affected employees shall be deemed to be surplus and shall so be notified. All such reductions will be made in order of reverse seniority. The employer shall provide the affected employees with a complete list of available positions. Employees will be given three (3) days to complete their selection. In the event they fail to do so the employee will be slotted in the available positions remaining.
- 19.03 Where an employee is affected as a result of surplus, the following will apply.
- 1) Any employee(s) who is declared surplus under this provision shall have the right to exercise their seniority to displace any employee with less seniority within any shift, department and any classification of his/her choice provided the employee has the immediate qualifications and ability necessary to perform work;
 - 2) The junior employee(s) who is displaced from his/her job under this provision by a more senior employee(s) shall similarly be entitled to exercise his/her seniority in accordance to the above.
- 19.04 If it is deemed that the displaced employee does not have the qualifications and ability to perform the job held by the most junior in the facility the company will provide the appropriate training required to ensure that the most junior employee on the seniority list will be the affected employee for the purposes of layoff.

Daily allocation of Assignments

- 19.05 If there is a need for more employees or if there is insufficient work (redundant jobs) in any given classification, the processes below will be followed either at the beginning or throughout the shift:
- a) Positions within a non-selector classification declared redundant in a specific department on a shift will be moved by order of inverse seniority or by seniority if so advised in writing by the employee, to his/her classification in a different department if required. If there is no such requirement the employee will fall into the selector pool within their department provided there is a bona fide need.
 - b) Movement of selectors between departments will be by inverse seniority unless otherwise notified in writing by a senior employee.

- c) Non-selector jobs filled as per a) above will be filled from the specific department's selector pool by seniority, skills, ability and qualifications as required. Once a specific department's selector pool has been exhausted, the Company will ask the overtime employees in attendance in the specific department's selector pool for these classifications. If there still remain an insufficient number of employees in the required classification, the company may then move employees up in order of inverse seniority to these classifications. Overtime employees will be moved up first and then regular time employees from that selector pool to non-selector positions provided that they have the required skills, ability and qualifications.
 - d) Part-time employees will be allocated work on a daily basis based on the above guidelines after the selectors in the specific department have gone through the above process.
 - e) If an employee is displaced as per a), b), c) above, he/she will retain their plant wide seniority.
 - f) Employees displaced from their home department in a classification will have the first right to return to their home department and classification should the need arise.
 - g) When an employee in a selector classification has the seniority to fulfill a non-selector classification, and has been by-passed because they do not possess the immediate qualifications and ability necessary to perform the work, the employee may request to be trained.
- The training shall commence once six (6) eligible employees in the selector classification, regardless of shift, have requested training.
- The training shall commence within four (4) weeks after six (6) eligible employees have requested training.
- The employee will be able to change their shift to the shift where the training will take place.
- A trainee (wearing a vest) may be moved up outside of seniority up to forty (40) hours, but will not displace a posted classification
- h) It is understood that daily allocation of assignments will not be used to circumvent the job posting procedure.
 - i) The company will recognize seniority for shipper/receiver classification.

ARTICLE 20 – JOB POSTINGS

- 20.01 Vacancies in the jobs listed 19.01 will be filled in accordance with the provisions of this Article.

20.02 Postings for vacancies, as determined by the Employer shall contain the job classification, the department, the work schedule (days of the week), the shift (day, afternoon, night), the posting code, the date posted and the date of posting closure. The vacant job shall be posted for seven (7) calendar days on the bulletins board in order to allow bargaining unit employees to apply. Selection of the successful candidate will be by bargaining unit seniority provided the employee has the skills and qualifications or can be trained within a reasonable period of time to fulfill all the requirements of the job. Part-time employees will be considered on the same criteria if there is no successful full-time candidate.

The posting will go up on Mondays and will be taken down on the following Monday (excluding holidays).

20.03 Employees who wish to bid on the job must submit their bid in writing, quoting the posting code within the seven (7) calendar-posting period. The written application will be in triplicate; one for the employee, one for Human Resources box and one for the Union Chairperson box. If the employee does not insert a copy of the application in the Human Resources and Union boxes, the bid for the job will be void. Employees bidding on two (2) or more jobs must submit their bids in order of preference on a single sheet. If an error occurs on the posting the whole posting will come down and be re-posted, the following Monday.

20.04 An employee who has submitted a bid may retract it in writing within the seven (7) calendar day posting period. To retract, the employee must complete a new application form with the job code they want to retract from and write, "void" on it.

In exceptional circumstances, it may be mutually agreed by both the Company and the Union, to allow the successful candidate to retract their bid after the **job** posting has closed. This will be evaluated on a case-by-case basis. The employee will not be entitled to post for another vacancy for a period of three (3) months.

20.05 The successful candidate must be physically able to report to the posted job within thirty (30) calendar days excluding jury duty and approved vacation from the date the successful candidate is posted on the bulletin board.

20.06 Employees who will be away from work in excess of seven (7) calendar days may provide the Company and the Union with a written indication of any jobs they wish to be considered for in their absence prior to the posting closure using the "posting notification form".

20.07 Employees wishing to exercise their seniority within this provision will be limited to one such successful posting in a three (3) month period. Effective from the day preceding the posting closure they will not be entitled to post

from such successful classification for a period of three (3) months. This article does not apply to a temporary job posting.

- 20.08 Within three (3) working days after the posting is closed, the Company shall post the name of the successful candidate on the bulletin board.
- 20.09 The Company shall transfer the successful candidate to his/her new position at the rate of pay designated or that position as soon as practicable.

20.10 Temporary Vacancies

- a) Temporary vacancies of up to thirty (30) days caused by the absence of a full-time employee may be filled in accordance to article 19.05, daily work allocation.
- b) Should the Company determine that the vacancy under (a) above continues to be required by the business, the Company will then post the temporary vacancy as per Article 20.01. Upon the return of the absent employee he/she shall be returned to his/her former job and shift. The employee who had been in the temporary vacancy shall revert to his/her regular job or shift as the case may be.
- c) Any vacancy lasting more that thirty-six (36) consecutive months which is caused by the absence of a regular full-time employee by reason of sickness or accident shall be deemed to be a permanent vacancy and shall be posted if required based on business need. Should the absent employee return to work after such thirty-six (36) month period and there is then no vacancy on his/her former shift which, by reason of his/her seniority and qualifications he/she is entitled to fill, then he/she may displace the junior employee in the bargaining unit, whose position he/she is able to fill by virtue of having the qualifications necessary to fill the normal requirements of the junior employee's job.
- d) For the purposes of article 20.07, an employee in a permanent position cannot post into a temporary posting until his/her three (3-month) period is completed. An employee, however, that is in a temporary posting may post into a permanent posting even if his/her temporary posting term or the three (3) month period (which ever is less) has not been completed.

20.11 Temporary Posting for Vacation Coverage

The Employer will determine the number of temporary, full-time positions required on day shift to cover for vacation during the May 1 – September 15 period. These positions will be posted as temporary openings using the procedure set out above. An employee who accepts a temporary posting on the day shift will not be entitled to use his/her seniority to take vacation in the May 1 – September 15 period until all regular day-shift employees have

completed their selected vacation. At the end of the temporary vacation relief posting, the employee will return to his/her shift and classification.

ARTICLE 21 – TRANSFERS

21.01 Employees, who are or have been appointed or selected for a supervisory position, or for any position not subject to the provisions of the Agreement, will not be covered by the provisions of this Agreement.

It is understood that employees transferred under the previous collective agreement will continue to be recognized.

ARTICLE 22 - OVERTIME DISTRIBUTION

- 22.01 The Company reserves the right to determine overtime work in accordance with requirements of the business including what shifts and classifications are required.
- 22.02 All hours worked in excess of 8 hours a day or 40 hours a week will be paid at the overtime rate of one and a half (1.5) times the employees regular wage rate. Daily and weekly overtime will not be duplicated.
- 22.03 Paid leave of absences will count towards the eight (8) hours a day or forty (40) hours a week excluding STD and LTD.
- 22.04 Daily overtime (early and lates) and extra shift overtime will be posted every Friday for the upcoming week (Monday to Sunday) for all employees on their respective bulletin boards to ensure at least 3 full days notice. Employees can only sign their interest in overtime for their respective shifts (day, afternoon, nights). Posting will include the date for overtime, the shift and hours required. Employees will be required to sign the posting if they are interested in working the daily or extra shift overtime. Overtime postings will remain posted at least until the last lunch period of each shift.
- 22.05 If then overtime is required, the Company will confirm the employee's interest in working the overtime they volunteered for on the sign-up sheets. The employee will be required to initial the confirmation sheet 'accepting' or 'declining' such overtime. A copy will be made available to the committee person.
- 22.06 Shift and hours agreed to by initialling the confirmation sheet will be deemed to be scheduled hours for the purposes of attendance management.
- 22.07 Employees on overtime will work in selection at the beginning of their overtime shift. Overtime assignments will then be distributed based on seniority; skill, ability and qualifications after the daily allocation of

assignments have been completed for full-time employees on regular time as required.

- 22.08 The Company reserves the right to call additional employees at home if required. The employees called will be contacted in order of seniority provided they have the skills, ability and qualifications for the required job. A union representative will be present when the individuals are called for overtime.
- 22.09 If there are still an insufficient number of volunteers for overtime work, overtime may be scheduled by inverse order of seniority for that shift provided the employee has the skill, ability and qualifications.
- 22.10 No employee on his/her regular scheduled shift shall be bumped from the work within his classification by an employee working on overtime.
- 22.11 Employees are not permitted to exceed the daily and weekly maximum hours of work as set out in the Ontario Employment Standards Act. Specifically daily overtime (earlies and stay lates) will not exceed 4 hours in a day.
- 22.12 Where an employee works two (2) or more consecutive hours of overtime before the start of his/her regularly scheduled shift, he/she will be granted one 15 minute rest period as close to the end of the 2 hours overtime shift and thereafter will be granted further 15 minute rest periods for every 2 hours worked.
- 22.13 Where an employee works two (2) or more consecutive hours of overtime after the completion of his/her regularly scheduled shift, he/she will be granted one 15 minute rest period at the end of his/her regularly scheduled shift and thereafter will be granted further paid 15 minute rest periods for every 2 hours of overtime worked.
- 22.14 Unless all full-time employees who are canvassed to work decline, an employee who is absent from work on vacation, or leave of absence shall not be offered an overtime assignment. For clarity, an employee shall not be considered for overtime during the period commencing with his/her first regularly scheduled shift that he/she is on vacation, and ending with his first regular shift after the end of his/her vacation.

ARTICLE 23 - VACATIONS WITH PAY

- 23.01 Each full-time employee will be entitled to vacation with pay in accordance with the following schedule:
- a) Employees with

1. Less than one year of seniority at May 1 will receive four (4) percent of their prior year's gross earnings. Employees will receive 2 weeks vacation time to be taken after their one-year seniority date. The vacation pay will be based on 4% of their earnings from their date of hire to May 1. Employees may advise Human Resources in writing should they wish to be paid out in May versus when the vacation time is taken. This request must be received by April 1st.
 2. One year of seniority or more and less than five (5) years' seniority as of the employee's seniority date shall receive two (2) weeks vacation with eighty (80) hours pay or four (4) percent of their gross earnings in the prior year, whichever is greater
 3. Five (5) years' seniority and less than ten (10) years' seniority as of the employee's seniority date shall receive three (3) weeks of vacation with 120 hours pay or six (6) percent of their gross earnings in the prior year, whichever is greater.
 4. Ten (10) years' seniority and less than 18 years, as of the employee's seniority date shall receive four (4) weeks of vacation with 160 hours pay or eight (8) percent of their gross earnings in the prior year, whichever is greater.
 5. Eighteen (18) years' seniority as of the employee's seniority date shall receive five (5) weeks of vacation with 200 hours of vacation or ten (10%) percent of their gross earnings in the prior year, whichever is greater.
- b) In the year an employee becomes entitled to additional vacation time under the above articles, the employee can not take the additional vacation entitlement until after their seniority date.
 - c) Employees who have not worked at least sixty (60) percent of his/her total available working days during the twelve (12) month period prior to May 1 shall have their vacation pay pro-rated.
 - d) Where an employee, no later than April 1, has made a written request to receive vacation pay at the beginning of his/her vacation, it shall be paid on the regular pay day prior to the beginning of his/her vacation.

Vacation Scheduling

- 23.02 The regular vacation period shall extend from May 1 to the end of April.
- 23.03 a) The Employer will post by January 1st each calendar year a vacation entitlement list in order of seniority. It will provide employees with vacation entitlements for May 1st to April 30th. This posting will also include a

general announcement, requesting employees to determine their vacation preference.

- b) Prior to the canvassing in the first and second rounds as set out below, the Company will post the date on which each employee will be canvassed for vacation requests.
- c) During the first two full weeks of February, commencing with the first Sunday in February, employees will be canvassed by shift seniority regarding their vacation preference in blocks of full weeks only (5 consecutive calendar days), up to a maximum of two weeks of their vacation allocation. Those employees who have a preference must so state at the time they are canvassed by the Employer. If an employee does not select at the time of the first canvass, the employee forfeits their seniority for this round and will be provided vacation subject to availability. If a statutory holiday is observed within an employees approved vacation period, the employee may schedule another day off after all employees have had an opportunity to book their vacation.
- d) The preliminary vacation schedule for full weeks only will be finalized and posted by March 1 of each year.
- e) During the first two weeks of March, employees will be canvassed by shift seniority regarding their vacation preferences for the remainder of their vacation entitlement including individual days. Those employees who have a preference for the balance must so state at the time they are canvassed by the Employer. If an employee does not select at the time of the second canvass, the employee forfeits their seniority for this round and will be provided vacation subject to availability.
- f) Those employees who are going to be absent at the time of either canvassing must ensure that their preference, if any, is submitted in writing to the Employer prior to the weeks of canvassing. If the employee does not submit their preferences then (g) below applies.
- g) Those employees who have not made their preferences known at the time of the second canvassing shall be assigned vacation dates at the Employers discretion.
- h) The Employer shall finalize and post vacation schedules by April 1 of each year. Vacations can only be changed after finalized by mutual agreement between the Company and the Union.
- i) Seniority by shift within the Retail Support Centre will be the determining factor in preference on the vacation schedule.
- j) Shift Union Steward(s) shall be present for the processes defined in c and e above.

For the purposes of vacation scheduling, the Company agrees to allow seven percent (7%) of Employees off per shift per day, provided management is able to maintain a qualified workforce sufficient to do the necessary work.

Single day requests will count toward the above maximums.

- 23.04 Vacations shall not be cumulative from year to year. Vacations will be scheduled during the vacation period of May 1st to April 30th wherever practicable, subject to availability of qualified replacements as required.

ARTICLE 24 - LAYOFFS AND RECALLS

- 24.01 The Employer will give at least seven (7) days notice to employees and the Union to any contemplated layoffs. The term "layoff includes a reduction in the total number of full-time positions in the bargaining unit.
- 24.02
- a) Whenever it becomes necessary to decrease the working force, the Company will determine the staffing compliment required.
 - b) Probationary employees (both Full-time and Part-time) shall be laid off first.
 - c) The Company shall layoff employees in the reverse order of seniority, providing that employees remain on the job that have the ability to perform the work.
 - d) An employee who is subject to layoff shall have the right to either i) accept the layoff; or ii) displace a part-time employee. The full-time employee will carry full seniority to part-time and full-time seniority upon recall to full-time employment.
 - e) The decision of the employee of either i) or ii) shall be given in writing within 3 days following the notification of layoff.
 - f) In determining the ability to perform the work for the purposes of the Paragraphs above, the Company shall not act in an arbitrary or unfair manner.
 - g) In the event of such a layoff all employees will be given seven (7) days notice of the layoff.
- 24.03 The Union Committee and the union stewards (not including alternate stewards) will be retained in the employ of the Employer during their respective terms of office, notwithstanding their position on the seniority list, **so** long as the Employer has work available which they are able and willing to perform. Where there is more than **(1)** union steward, their seniority will determine their preferential position for lay-off. Once all stewards are laid off,

then where there is more than one (1) union committee member, their seniority will determine their preferential position for lay-off.

- 24.04 a) Employees who have been laid off in accordance with article 24.02 will be returned to work in line of seniority in which they were laid off.
- b) The least junior employee who declines recall shall lose all seniority as per 10.03 d) and be deemed to have terminated his/her employment.
- c) Employees shall be returned to the same job if available.
- 24.05 The Employer will provide the Chairperson of the Union Committee a copy of the layoff notices, the list of employees to be laid off or recalled, as well as copies of cancellation of layoff notices.

ARTICLE 25 – LEAVE OF ABSENCE

- 25.01 Personal leaves of absence may be granted under the conditions herein set forth. All approved leaves of absence shall be without pay and upon the employee's return, he/she shall revert to his/her job, department, classification and shift before the leave if applicable. The request for a personal leave of absence for a personal leave of absence must be submitted in writing to Human Resources for approval by the Operations Manager, a minimum of two (2) weeks prior to the date requested unless mutually agreed to. The Company shall respond within one (1) week of receiving the leave of absence request.
- 25.02 A leave of absence of not less than one (1) day and not to exceed ninety (90) consecutive days may be granted at the discretion of the Employer. The leave of absence will be without pay and without loss of accumulated seniority. The Employer's decision will be communicated to the employee in writing with a copy to the Union. Approval of such leaves will not be unreasonably withheld.
- 25.03 The Employer agrees to grant the necessary time off, without discrimination or loss of seniority and without pay, to any employee designated by the Union to attend a labour convention or serve in any other capacity or other official union business, provided five (5) days' written notice is given to the Employer by the Union specifying the length of time off, provided no more than 2% of the workforce is away for this reason.
- 25.04 Any employee of the Company elected or appointed to a full-time position in the Local Union or National Union, CAW, will be granted a leave of absence for up to three (3) years by the Company and which may be extended by mutual agreement.
- 25.05 Upon request of the Local, three (3) one (1) week paid leaves of absence in each year of the contract shall be granted by the Employer for the Union business.

ARTICLE 26 – PREGNANCY/PARENTAL LEAVE

- 26.01 The Employer agrees to provide a pregnancy leave of up to seventeen (17) weeks for a pregnant employee with a minimum of thirteen (13) weeks' service prior to her due date.
- 26.02 In addition, the Employer agrees to provide a parental leave of up to thirty-seven (37) weeks for an employee with a minimum of thirteen (13) weeks' service who becomes a parent, including an adoptive parent following the birth of his/her child or the adoption of the child. In the case of a pregnant employee, the parental leave shall commence forthwith after the expiry of her pregnancy leave.
- 26.03 Each of the rights, benefits, terms and conditions for pregnancy and parental leave shall be as set out in the Employment Standards Act and Regulations and shall be minimum requirements incorporated within the Collective Agreement.
- 26.04 Where this Collective Agreement provides an employee with a greater right, benefit, term or condition for a pregnancy and parent leave, that specific right, benefit, term or condition in question in the Agreement shall prevail.
- 26.05 Benefit coverage shall be maintained for an employee on leave under this Article and the Employer shall continue to make the Employer's contribution for such coverage, provided the employee continues to pay his/her share of the premium.
- 26.06 An employee on leave under this Article shall accrue seniority and pension credits throughout his/her period of leave.
- 26.07 A pregnant employee who becomes unable to perform her job has the right to be accommodated with work within her limitations in accordance with Article 17.

ARTICLE 27 – JURY AND WITNESS DUTY

- 27.01 The Employer will pay to all regular, full-time employees who are summoned for jury duty or summoned/subpoenaed as a witness to appear in Court, the employee's regular rate of pay up to eight (8) hours for all time lost from their regular work hours.
- 27.02 The employee shall, as promptly as possible, notify the Employer of the receipt of such summons/subpoena.
- 27.03 The employee shall remit all monies received for jury service excluding expense money.

- 27.04 It is understood that payment for witness duty does not pertain to personal matters.

ARTICLE 28 – BEREAVEMENT/FUNERAL LEAVE

- 28.01 The Company will grant regular full-time employees scheduled for work paid leaves of absence to make arrangements for and attend the funeral or memorial service of immediate family members. The company will pay five (5) consecutive scheduled work days surrounding the funeral or memorial services, as the employees regular hourly rate, for a spouse, child or parent.
- 28.02 The Company will grant regular full-time employees scheduled for work paid leaves of absence to make arrangements for and attend the funeral or memorial service of immediate family members. The company will pay three (3) consecutive scheduled work days surrounding the date of the funeral or memorial service, at the employee's regular hourly rate, for a parent-in-law, brother, sister, grandparents, grandchildren, daughter-in-law, son-in-law, or any person who legally acted in one of the above capacities.
- 28.03 The Company will pay a maximum of one day at the full time employee's hourly rate for time lots on a regularly scheduled work day to attend the funeral of an Aunt or Uncle.
- 28.04 Upon request, the employee is to furnish satisfactory proof for the funeral leave request including deceased relative's name, name and address of the funeral home, and the date of the funeral.

ARTICLE 29 - HOLIDAY PAY

- 29.01 An employee who has completed his/her probationary period shall be entitled to the following public holidays with pay.
- | | | |
|------------------|---------------|--------------|
| New Years Day | Good Friday | Victoria Day |
| Canada Day | Civic Holiday | Labour Day |
| Thanksgiving Day | Christmas Day | Boxing Day |
| Family Day | | |
- 29.02 One personal day will be provided to all Full Time employees to be observed on or near the employee's birthday. The process defined under article 25 Leave of Absence is to be used to request this day off. This day off must be taken within the week that the birthday falls. Employees on probation will only be eligible for this day after they have completed their probationary period.
- 29.03 Where a public holiday falls on a non-working day for an employee or in the employee's vacation, the Employer shall pay the employee his/her regular wages for the public holiday.

- 29.04 For full-time employees public holiday pay will be computed on the basis of eight (8) hours at the employee's regular straight time hourly rate of pay.
- 29.05 In the normal course of the grocery business certain shifts will be normally scheduled to work on public holidays. An employee who is required to work on a public holiday will receive pay for authorized work performed on the public holiday at one and one-half (1½) times his/her regular straight time hourly rate of pay in addition to any holiday pay to which he/she may be entitled, providing the shift commences within the hours of the public holiday.
- 29.06 In order to qualify for public holiday pay the Employee must work his/her full regular shift on each of the work days immediately preceding and immediately following the holiday concerned, unless he/she has reason satisfactory to the employer for his/her absence or he/she is absent because of an emergency leave day as defined by the **Ontario Employment Standards Act**.
- 29.07 An employee, who has been scheduled to work on a holiday and then fails to report for and perform such work without explanation acceptable to the Employer, shall not receive pay for the holiday.
- 29.08 The number of hours required for overtime rates (40 hours per week) will be reduced by the number of public holiday hours paid in that week.
- 29.09
- (a) On the Monday two (2) weeks' prior to a public holiday weekend, the Employer shall post a notice and sign-up sheets requesting employees to volunteer to work additional shifts on the Sunday and Monday of the public holiday weekend. The holiday sign-up sheets shall be taken down on the Sunday preceding the holiday weekend. The schedule of employees who volunteer to work the holiday weekend will be posted no later than 3:00 p.m. on the Tuesday preceding the public holiday weekend.
 - (b) On the Monday two (2) weeks prior to the public holiday weekend the Employer shall post a notice and sign up sheets for employees that are requesting a Leave of Absence on the Sunday or Monday of the public holiday weekend. The sign-up sheet shall be taken down on the Sunday preceding the holiday weekend. The list of employees that have been granted the Leave of Absence will be posted no later than 3:00pm on the Tuesday proceeding the public holiday weekend.
- 29.10 The Employer may schedule public holiday coverage in accordance with current practice, except that:
- (a) One additional day of leave of absence on the public holiday weekend shall be granted for each shift covered by an employee on the public

holiday sign-up list, who would not otherwise have been scheduled to work his/her shifts on the holiday weekend.

- (b) The employer will use its best efforts to grant leaves of absences around public holiday weekends.
- (c) If two (2) or more employees request the same holiday weekends off, seniority shall be the guiding factor.

29.11 The employer will use its best efforts to distribute leaves of absences around public holiday weekends equitably.

ARTICLE 30 – SHIFT PREMIUM

30.01 Employees scheduled on the afternoon shift and night shift shall receive a shift premium of seventy-five cents (.75¢) per hour for all hours worked on the shift effective the first pay period after ratification.

Effective the first pay period after March 1, 2010, this premium shall increase to eighty cents (0.80¢) per hour for all hours worked.

ARTICLE 31 - REFRIGERATED AREAS

31.01 **All** employees posted in the freezer will be paid for all hours worked in the freezer effective the first pay period after ratification, eighty-five cents (0.85¢) per hour over their regular rate.

31.02 Effective the first pay period after March 1 2010, this premium shall increase to ninety cents (0.90¢) per hour over their regular rate.

31.03 Effective the first pay period after March 1 2011, this premium shall increase to ninety-fivecents (0.95¢) per hour over their regular rate.

31.04 **All** employees that begin the workday in the freezer or begin the workday handling a freezer load will be paid a full day's freezer premium. **All** employees that work in the freezer or handle a freezer load after the beginning of the shift will be paid for all hours remaining in his regular shift.

31.05 **All** employees assigned to work in the freezer will be provided with two (2) freezer suits and a pair of freezer boots. The Company will replace a freezer suit upon return of a worn-out freezer suit to the Company. If the employee loses or wilfully damages the freezer suit, he/she will be responsible for the replacement cost of the item (for theft the employee is not accountable for the cost).

31.06 **All** employees who work in the refrigerated (Produce, Meat, Deli and Dairy) areas of the facility will be provided with a bomber jacket or freezer suit as requested. The Company will replace a bomber jacket or freezer suit upon

return of a worn-out bomber jacket or freezer suit to the Company. If the employee loses or wilfully damages the bomber jacket or freezer suit, he/she will be responsible for the replacement cost of the item (for theft the employee is not accountable for the cost).

- 31.07 Freezer suits and bomber jackets are not to be removed from the Employer's property unless mutually agreed upon and following completion of an asset removal form.
- 31.08 The Employer agrees to provide all employees who work in the refrigerated areas access to the appropriate gloves, toques, dickeys and balaclavas.
- 31.09 All employees will be given hypothermia and frostbite training during their orientation and those employees assigned to work in the freezer will, periodically, receive refresher training on hypothermia and frostbite.
- 31.10 No employee who moves from working in the freezer area to working the dry grocery area shall be moved back to work in the freezer area during the same shift.

ARTICLE 32 – REPORTING PAY

- 32.01 Any employee reporting for work on their scheduled shift, and who has not been properly notified not to report, will receive a minimum of four (4) hours' pay at the applicable hourly rate.

ARTICLE 33 – TRAVEL ALLOWANCE

- 33.01 Employees required to use their personal vehicle for Employer use shall be reimbursed according to Sobeys mileage policy (currently 34 cents per kilometre).

ARTICLE 34 – NEW EMPLOYEE ORIENTATION

- 34.01 During the three (3) day Company orientation meeting the Chairperson or designate shall be allowed a reasonable period of time for the purposes of union introduction of new employees. Further, all new employees will be introduced to their stewards on their respective shifts.

The Union Chairperson shall receive a list of names of employees who have completed their probationary period.

ARTICLE 35 – NATIONAL DAY OF MOURNING

- 35.01 The Employer agrees to allow employees one (1) minute of silence at 11:00 a.m. on April 28th of each year in observation of those workers killed on the job.

ARTICLE 36 – REMEMBRANCE DAY

36.01 The Employer agrees to allow employees one (1) minute of silence at 11:00 a.m. on November 11th, for veterans.

ARTICLE 37 – LUNCHROOM, WASHROOM AND FIRST AID

37.01 The Employer shall provide for all employees a proper lunchroom facility that will include hot food vending machines, microwave ovens, refrigerated milk and soft drinks.

- Clean, sanitary washrooms shall be maintained
- First-aid facilities shall be supplied the Employer
- The Employer will provide training for employees in CPR application

ARTICLE 38 – EQUIPMENT AND TOOLS

38.01 The Employer agrees to continue to supply all necessary tools and equipment at no cost to the employees to ensure that a proper job is performed,

38.02 Upon occurrence or recognition, employees shall immediately report all defects in equipment. At the end of their shift, written reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be submitted to the employee's immediate supervisor.

ARTICLE 39 – PROTECTIVE CLOTHING

39.01 It is a condition of employment that all employees covered by this Agreement wear CSA approved safety shoes at all times while on duty. The Employer will provide a certificate (credit) for \$125 for full time employees, and \$115 for part time employees, including taxes, toward the purchase of one (1) pair of safety shoes per year from the date the certificate is provided.

39.02 In the case that an employee chooses to buy their safety shoes at a place that is not listed on our voucher, the employee will be reimbursed for the cost of the CSA approved safety shoes up to the above amount once per year from the date of the previous certificate.

39.03 If the Employer requires employees to wear uniforms, the Employer will supply such uniforms.

ARTICLE 40 – PARKING

40.01 The Employer will make available a suitable parking area for all employees at no cost to them

ARTICLE 41 – NOTIFICATION OF ABSENCE

- 41.01 All employees are required to notify the Employer as soon as they are aware of their inability to report for work. Such notification to be as far as possible in advance of the employee's starting time.

ARTICLE 42 – ATTENDANCE BONUS- PAID SICK DAYS

- 42.01 Full time employees, who during the month are not absent from work shall be credited with one (1) sick day credit for that month. Sick day credits can accumulate to a maximum of twelve (12) days in the calendar year. Absences not included are the following: jury duty, bereavement leave, approved vacation, or leaves of absence for less than 5 days, or emergency leaves as set out under the Ontario Employment Standards Act. In addition, employees may have no more than three (3) lates or leave earlies in any given month to be eligible for the sick credit. Any unused sick days will be paid out on the first pay in December of each calendar year.

ARTICLE 43 – PAID EDUCATION LEAVE AND SOCIAL JUSTICE FUND

- 43.01 Effective March 1, 2006 the Company will contribute 3 cents per hour worked per employee to the CAW Paid Education Leave Fund. This fund will be for upgrading the employee's skills in all aspects of union functions. This will be forwarded to the union office by the fifteenth (15th) day of the following month.
- 43.02 Effective March 1, 2006 the Company will contribute 1 cent per hour worked per employee to the CAW Social Justice Fund. This will be forwarded to the union office by the fifteenth (15th) day of the following month.

ARTICLE 44 – BENEFITS

- 44.01 All regular, full-time employees covered the Collective Agreement, upon completion of their probationary period, will be covered by the Sobeys Group Insurance Choices Plan for Benefits.
- 44.02 The Employer's sole responsibility shall be to pay the Employer's portion of the premium for the plan.

ARTICLE 45 – PENSION PLAN

- 45.01 All full-time employees covered by this Collective Agreement shall participate in the Sobeys Pension Plan.

ARTICLE 46 – WAGES

- 46.01 The Employer shall pay wages in accordance with the rates set out in the attached Schedule.

46.02 Errors on pay cheques

In the event that a discrepancy arises from a pay deposit (e.g. shortage in pay), employees will bring the discrepancy to the attention of a Supervisor. The Employer agrees that within three (3) days (excluding Saturday and Sunday) of the Supervisor being notified of such shortage, the employee will be paid upon written request to the supervisor. Adjustment that is less four (4) regular or overtime hours will be processed on the next regular biweekly payroll run.

ARTICLE 47 – PAY EQUITY

47.01 The parties agree that pay equity has been achieved for all job classes in the Bargaining Unit and that the wage increases agreed to in collective bargaining are intended to and do in fact ensure that pay equity has been maintained for all job classes in the Bargaining Unit.

ARTICLE 48 – PRINTING OF THE AGREEMENT

48.01 The company will print the collective agreement.

ARTICLE 49 – COMPLETE AGREEMENT

49.01 This agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. The parties recognize that this agreement sets forth all obligations the Employer has toward the Bargaining Unit employees regarding the provision of wages, benefits and terms and conditions of employment, notwithstanding any additional terms discussed by the parties during bargaining or any past practices not embodied in this agreement.

ARTICLE 50 – DURATION OF THE AGREEMENT

50.01 The Agreement shall be effective from the 12th day of May 2008 to and including the 29th day of February, 2012. Either party shall be entitled to give notice in writing to the other party as provided in the *Labour Relations Act* of its desire to bargain with a view to the renewal of the expiring Collective Agreement at any time within a period of 90 days before the expiry date of the Agreement. Following such notice to bargain, the parties shall meet within 15 days of the notice or within such further period as the parties mutually agree upon.

50.02 It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this agreement beyond the expiry date of 28th day of February 2012, for any stated period acceptable to the parties and in accordance with the *Labour Relations Act*.

Signed this ___th day of _____, 2008, in the Town of Whitby, Ontario.

For the CAW, Local 1090:

For Sobeys:



Chuck New



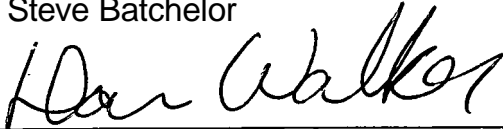
Mark Chiarelli



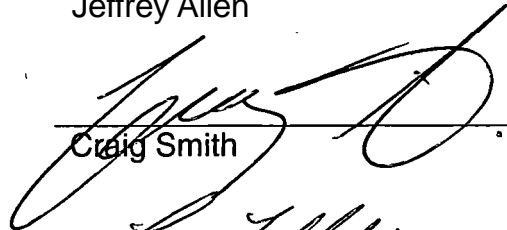
Steve Batchelor



Jeffrey Allen



Dan Walker



Craig Smith



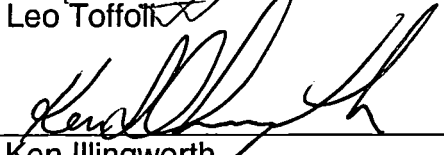
Rick Welsh



Leo Toffoli



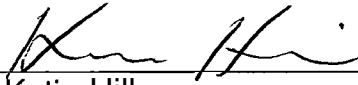
Tyler Cunningham




Ken Illingworth



Jim Robinson




Katie Hill



John Sullivan



Paul Winn



Kirk Jones



FULL TIME WAGE GRIDEmployees Hired After Date of Ratification: May12, 2008

	<u>Date of Ratification</u>	<u>Mar. 1/ 09</u>	<u>Mar. 1/ 10</u>	<u>Mar. 1/ 11</u>
Start	\$16.44	\$16.94	\$16.94	\$16.94
2000	\$16.97	\$17.48	\$17.48	\$17.48
4000	\$18.04	\$18.58	\$18.58	\$18.58
6000	\$19.02	\$19.59	\$19.59	\$19.59
8000	\$20.00	\$20.60	\$21.22	\$21.75

Employees Hired Prior to Date of Ratification:

	<u>Mar 1/ 08</u>	<u>Mar. 1/ 09</u>	<u>Mar. 1/ 10</u>	<u>Mar. 1/ 11</u>
Start	\$17.91	\$18.45	\$19.00	\$19.48
2000	\$19.15	\$19.72	\$20.32	\$20.82
4000	\$19.43	\$20.01	\$20.61	\$21.13
6000	\$19.71	\$20.30	\$20.91	\$21.43
8000	\$20.00	\$20.60	\$21.22	\$21.75

Janitorial compensation will remain at \$2.00 below the above rates.

Increase rates are as per the above rates and hours.

PART-TIME WAGE GRID

These employees are still subject to the 600 hour probationary period.

Employees Hired **After** Date of Ratification: May 12, 2008

	<u>Date of Ratification</u>	<u>Mar. 1/09</u>	<u>Mar. 1/10</u>	<u>Mar. 1/11</u>
Start	\$13.72	\$14.34	\$14.34	\$14.34
500	\$14.16	\$14.79	\$14.79	\$14.79
1000	\$15.93	\$16.43	\$16.43	\$16.43
2000	\$16.44	\$16.94	\$16.94	\$16.94

Employees Hired **Prior to** Date of Ratification:

	<u>Mar 1/08</u>	<u>Mar. 1/09</u>	<u>Mar. 1/10</u>	<u>Mar. 1/11</u>
Start	\$15.25	\$15.71	\$16.18	\$16.58
500	\$15.75	\$16.22	\$16.71	\$17.13
1000	\$17.35	\$17.87	\$18.41	\$18.87
2000	\$17.91	\$18.45	\$19.00	\$19.48

PART-TIME EMPLOYEES' APPENDIX

- .01 The Employer and the Union agree that part-time employees are not entitled to any of the rights or benefits of this Agreement or any Appendix to this Agreement unless specifically provided for.
- .02 The following are the terms and conditions relating to the employment of part-time employees. In the event of a conflict between the terms of this Appendix and the main body of this Agreement or any Appendix thereof, the terms of this Appendix shall prevail.
- .03 Part-time employees shall not normally work more than twenty-eight (28) hours per week and the total usage of part-time employees shall not normally exceed the equivalent of twenty percent (20%) of the regular scheduled warehouse hours except:
- (a) During the period from May 1 up to and including September 15;
 - (b) During the period from December 1 up to and including January 15;
 - (c) During the full week in which Thanksgiving falls and during the full week preceding;
 - (d) During the full week in which Easter falls and during the full week preceding;
 - (e) When replacing a full-time employee who is absent for any reason whatsoever, for the duration of such absence;
 - (f) When performing work (hours) that have first been offered to full-time employees as overtime hours.
- .04 Part-time employees who work more than twenty-eight (28) hours per week outside the periods set forth in Article .03 above for more than six (6) consecutive weeks without a break, shall be converted to full-time status.
- .05 Part-time employees shall be entitled to vacation pay as provided for in the *Employment Standards Act of Ontario*.
- .06 Part-time employees shall be entitled to statutory holiday pay as provided for in the *Employment Standards Act of Ontario*.
- .07 Part-time employees who have completed the probationary period shall be entitled to the safety shoe allowance in Article 39.
- .08 (a) After a probationary part-time employee has worked 500 hours, he/she shall be deemed to have acquired seniority for the purpose of this

Appendix. His/her name shall be placed on the seniority list effective the hire date.

- (b) A separate seniority list will be established for part-time employees and will be revised by the Employer at least every six months. Such list will show the employee's name and date of last hire and a copy will be forwarded to the Local Union office and the Committee Chairperson.
- (c) After a part-time employee has acquired seniority, he/she will be entitled to bid for permanent job vacancies, which are posted in accordance with Article 20 of this Agreement.
- (d) A part-time employee who has acquired seniority in accordance with the provisions of this Appendix shall lose all seniority and his/her employment shall be deemed terminated if any of the following should occur:
 - (i) he/she voluntarily leaves the employ of the Employer or retires;
 - (ii) he/she is discharged and not reinstated through the grievance procedure;
 - (iii) he/she is not recalled to work from a layoff within a period of time equal to his/her seniority to a maximum of six **(6)** months;
 - (iv) he/she fails to return to work after a layoff within three (3) days of the notice of such recall;
 - (v) he/she fails to return to work upon the conclusion of a leave of absence without providing reason satisfactory to the Employer;
 - (vi) is absent for three (3) consecutive working days without notifying the Employer unless the employee is unable to communicate.
- (f) The Company has the right to determine what shifts are required for part-time employees to work to meet business needs. Part-time hours of work shall be allotted according to part-time seniority, providing the senior employee(s) has the necessary ability and qualifications to perform the work and is available. For clarity of the above, the Company will schedule part-time employees so that no part-time employee will be offered fewer scheduled hours of work than a junior part-time employee subject to the above proviso.

If the Company requirements are not met, part-time employees will be scheduled by inverse seniority.

- .09 A part-time employee shall be paid at the rate of one and one-half **(1½)** times his/her regular hourly rate for all hours worked in excess of 40 hours in a week.

- .10 A part-time employee who is scheduled to work and who reports for work as scheduled shall be guaranteed four **(4)** hours of work or pay in lieu of work at his/her regular rate of pay.
- .11 All part-time employees bereaved of the death of an immediate family member will be granted necessary time off and will be compensated for loss pay to a maximum of one day. Immediate family members include: Spouse, child, parent, parent-in-law, brothers, sisters, grandparents, grandchildren, daughter-in-law, son-in-law or any other person who legally acted in one of the above capacities.
- .12 The seniority of a part-time employee in the Bargaining Unit shall be the determining factor in layoffs which result in the reduction of the workforce and recalls from layoff provided that such employees have the skill and ability to perform the work available.
- .13 In addition to the terms and conditions set forth in this Appendix, part-time employees shall also be entitled to the privilege of the following provisions of the Collective Agreement:
- Purpose
 - Recognition
 - Management Rights
 - Strikes and Lockouts
 - Union Security
 - Data to be Supplied to the Union
 - Union Representation
 - Work by Supervisors
 - Seniority
 - Grievance Procedure
 - Administration of Discipline
 - Protection from Harassment and Discrimination
 - Woman's Advocate
 - Substance Abuse
 - Health and Safety

- Incapacitated employees
- Hours of Work
- Department/Classification/ Work Allocation
- **Job Postings**
- Transfers
- Lay-offs and recalls
- Leave of Absence,
- Pregnancy and Parental Leave
- .01, .02, .03, .05 and .06 of Holiday Pay
- Shift Premium
- Refrigerated Areas
- Lunchroom, Washroom and First Aid
- Parking
- Equipment and Tools
- Protective Clothing
- New Employee Orientation
- Miscellaneous
- Complete Agreement
- Duration of the Agreement
- Copy of the Agreement

LETTER OF UNDERSTANDING 1 – NEGOTIATIONS TIME

CAW TCA Canada
Attn: Chuck New
National Service Representative

Dear Mr. New:

The Company will continue to pay bargaining committee members for negotiations time up to an aggregate total of \$10,000 maximum.

Yours truly,

Jeffrey Allen

Acknowledged by CAW

Chuck New

LETTER OF UNDERSTANDING2 - LUMPERS

CAW TCA Canada
Attn: Chuck New
National Service Representative

Dear Mr. New:

The Employer confirms that during the term of this Collective Agreement the use of "lumpers" will be in accordance with and limited in scope to the current practice.

The Company and the Union agree that the lumper service will not be used when the Company starts to layoff employees permanently.

Yours truly,

Jeffrey Allen

Acknowledged by CAW

Chuck New

LETTER OF UNDERSTANDING 3 – SIGNING BONUS

CAW TCA Canada
Attn: Chuck New
National Service Representative

Dear Mr. New:

The company will pay a one time signing bonus of \$650.00 for each full-time employee and \$300.00 for each part-time employee in the employ of the Company on the date of ratification. Payment of the signing bonus is conditional upon ratification. The signing bonus will be paid out within two (2) weeks of ratification by a separate deposit.

Jeffrey Allen

Acknowledged by CAW

Chuck New

LETTER OF UNDERSTANDING 4 - BENEFITS

CAW TCA Canada
Attn: Chuck New
National Service Representative

Dear Mr. New:

All regular full-time employees who have successfully completed their probationary period shall be enrolled in the Sobeys Group Insurance Plan under the option selected by the employee. The employee shall pay the full billed premium for the option selected, bi-weekly in advance, by payroll deduction (as per current process).

The Company shall pay to each employee who has, during the preceding three (3) months, participated in the Sobeys Group Insurance Plan, quarterly in arrears, an amount equal to the employee portion of the Sobeys Group Insurance Premiums for Option 2 per pay period.

If an employee chooses an option that costs greater than Option 2 of the Sobeys Group Insurance Premiums, the employee will be responsible to pay for the differential.

If an employee chooses an option that costs less than Option 2 of the Sobeys Group Insurance Premiums, the employee will be reimbursed for the amount of the premiums that they pay only.

All eligible employees will have two (2) weeks after the date of ratification to change the option they are enrolled in if they so choose. The Employer will contact employees on Leaves of Absence, Parental Leave, off on Short-Term Disability and WSIB about the above.

The union acknowledges that the policy of insurance underlying the Sobeys Group Insurance Plan is not part of this Collective Agreement and any issue with respect to entitlement in a particular claim is a matter between the employee and the insurer and is not capable of being a difference between the parties under the Collective Agreement.

Jeffrey Allen

Acknowledged by CAW

Chuck New

LETTER OF UNDERSTANDING5 – MODIFIED WORKERS

CAW TCA Canada
Attn: Chuck New
National Service Representative

Dear. Mr. New:

The Company will assign two (2) full time supervisors to facilitate all modified joint return to work meetings. One (1) will be designated on afternoon shift, and one (1) will be designated on night shift. The modified work supervisors will manage all modified workers on their shift. Daily pre-shift meetings will take place five (5) days a week. Supervisor or designate will cover the daily pre-shift meetings and assignment of work functions when the modified work supervisor is unavailable. The union committee person will act as an alternate whenever regular joint return to work committee person is unavailable.

New modified workers will report to their modified work supervisor. The modified work supervisor will assign employees suitable duties temporarily until limitations are assessed and appropriate work is found.

The joint return to work committee members will conduct weekly reviews, at their discretion.

The modified work supervisor will attempt to assign weekly functions, where feasible and rotate jobs.

Modified functions will be determined by the joint return to work committee. This also may change from time to time.

Subject to change by mutual agreement by both parties

Yours truly,

Jeffrey Allen

Acknowledged by CAW

Chuck New

LETTER OF UNDERSTANDING 6 – OVERTIME DISTRIBUTION

CAW TCA Canada
Attn: Chuck New
National Service Representative

Dear Mr. New:

The Union has identified inequities in regard to overtime opportunities being made allowable to all shifts. The Company has agreed to attempt to make overtime opportunities more equitable for all shifts and track overtime offering accordingly and publish monthly.

Should the Company be unable to accomplish this, they will meet with the Union Committee formally to discuss a process that will insure more equitable distribution of overtime offerings.

Yours truly,

Jeffrey Allen

Acknowledged by CAW

Chuck New

LETTER OF UNDERSTANDING 7 – VOLUNTARY RESIGNATION OFFER

CAW TCA Canada
Attn: Chuck New
National Service Representative

Dear. Mr. New:

1. The Company will offer voluntary resignation packages to fifteen (15) full-time employees in the bargaining unit with 8,000 hours or more. It is understood that these employees must remain until the cessation of the grocery operations.
2. The voluntary resignation packages will be open for acceptance at a time determined by the Company.
3. The voluntary resignation packages will be offered by seniority from the top down.
4. To accept the voluntary resignation package an employee will be required to sign a release. This will mean an employee who terminates from the Company as of the effective date will not have any other rights under the collective agreement as of the effective date of their termination including recall rights.
5. An employee who elects to accept a voluntary resignation package shall receive the following lump sum within the next pay cycle of the final day worked.
 - a. All full years of continuous seniority will be factored in both full-time and part-time.
 - b. Four **(4)** weeks base salary (not including overtime or premiums) for each year.
 - c. 40 hours per week at hourly rate at time of layoff multiplied by four **(4)** weeks. i.e., Mr. John Doe has 10 years seniority and is making \$18.85 per hour the compensation package will be $40 \times \$18.85 \times 10 \times 4 = \$30,160.00$
6. The Company shall withhold minimum statutory deductions required by law.
7. Health and dental benefits will continue for four **(4)** months from the employees last date worked (excluding Accidental Death and Dismemberment, Life Insurance, Short Term Disability and Long Term Disability which will end on last day worked).
8. Employees accepting the voluntary resignation package will be eligible to participate in the Employee Adjustment process.

9. This agreement is on a without prejudice or precedent basis. This letter of agreement expires at the end of the Collective Agreement and will not be renewed. This letter may expire earlier upon mutual agreement.

Yours truly,

Jeffrey Allen

Acknowledged by CAW

Chuck New

LETTER OF UNDERSTANDING 8 – SHIFT BID PROCESS

CAW TCA Canada
 Attn: Chuck New
 National Service Representative

Dear. Mr. New:

The following shall outline the process to be followed with the decrease in positions as a result of the cessation of grocery operations at the Sobeys Whitby Retail Support Centre.

Process

1. The Company will conduct a shift bid to facilitate placement of remaining employees.
2. The Company will provide the classification, shift and schedule requirements to meet remaining business needs including the full time and part time compliment.
3. The number of posted jobs on each shift and each schedule are based on staffing requirements to ensure that successful employees for posted jobs would be working in the posted job.
4. Each posting will provide details around job, department, shift schedule (days of the week) and required skills and qualifications.
5. Employees will select their positions, shifts and schedule by seniority top down.
6. The Company shall provide dates and times for canvassing two (2) weeks before the beginning of the canvassing process.
7. The canvassing process will begin eighteen (18) weeks before and end no later than fourteen (14) weeks before cessation of the grocery operations.
8. The Company will provide the classification, shift and schedule requirements. The Union Committee and the employer will establish a one-time joint shift bid committee comprising of equal representation to a maximum of two (2) representatives for the employer and two (2) for the Union. One (1) committee member must be the Committee Chairperson. The Shift bid committee will be responsible to identify and implement the shift bid process. Some specifics are below:
 - a) For the initial placement of Full-time employees, the Employer will develop the initial master list of posted positions to be filled through the shift bid process on the basis of seniority. The master list to apply for posted positions will indicate:

schedule, shift, department and classification. Part-time employees will only be eligible to apply for Full-Time positions after all current Full-Time employees have made their selection and the shift bid is completed, if positions are still available

b) This list shall be used to have employees select the posted positions of their choice on the basis of seniority, subject to skills, ability and qualifications. The Company will provide training to employees that do not have the skills, ability or qualifications based on the needs of the business. This is provided that the employee can be trained within a reasonable period of time to fulfill all the requirements of the job.

9. All employees at the time of canvassing must select a posting.
10. Employees who do not select a posting at the time of canvass will be allowed to select among the remaining postings when they determine their posting selection.
11. The final schedule will be posted no later than twelve (12) weeks prior to cessation of grocery operations.
12. Employees will continue in their posted positions prior to the notice period and work will continue to be allocated according to the work allocation process contained in the collective agreement until all grocery work has ceased. At this point the new structure will be implemented.

This agreement is on a without prejudice or precedent basis. This letter of agreement expires at the end of the Collective Agreement and will not be renewed. This letter may expire earlier upon mutual agreement.

Yours truly,

Jeffrey Allen

Acknowledged by CAW

Chuck New

LETTER OF UNDERSTANDING 9 – SEVERANCE PACKAGE

CAW TCA Canada
Attn: Chuck New
National Service Representative

Dear. Mr. New:

The following shall outline the process to be followed for severances resulting from the cessation of Sobeys' grocery operations at the Whitby Retail Support Centre:

1. Part-time employees are to be severed first.

2. Severance Eligibility

To be eligible for the severance package outlined below, employees who do not have the seniority to select positions remaining in the Whitby Retail Support Centre must meet all the conditions listed below:

- a. Be an employee of the Whitby Retail Support Centre on the date of ratification;
- b. Must not be terminated with cause between the ratification date and termination date;
- c. Must not resign between the ratification date and the beginning of the notice period;
- d. Must not be laid-off due to minutes of settlement between the ratification date and termination date.
- e. In order to receive the severance package the employee must accept the package within 3 weeks from the date of notice of termination.

3. Notice Period

Employees will be provided with twelve (12) weeks notice prior to their last day worked. If an employee resigns during the twelve (12) week notice period prior to termination date the following will apply:

- a. If at least two (2) weeks written notice is provided then severance will be provided in accordance with the Employment Standards Act
- b. If less than two (2) weeks written notice is provided then no severance will be provided

4. Severance Schedule

Employees shall receive severance on the calculation based on the table below:

Seniority	Severance
0-5 years	2 weeks/year
5-10 years	2.5 weeks/year
10+ years	3 weeks/year

Calculation of Severance

Severance will be calculated based on full years of service.

Full-time

Severance will be calculated based on regular wages for a regular work week. Forty (40) hours will be considered a regular work week.

Part-time

Severance will be calculated based on regular wages for a regular work week. A regular work week will be calculated over the twelve (12) weeks preceding the termination date.

5. Severance pay shall have the minimum statutory deductions required by law.
6. To accept the severance package an employee will be required to sign a release. This will mean an employee who terminates from the Company will not have any other rights under the collective agreement as of the effective date of their termination including their recall rights.
7. Health and dental benefits will continue for three (3) months from the employees last date worked (excluding Accidental Death and Dismemberment, Life Insurance, Short Term Disability and Long Term Disability which will end on last day worked).
8. Severance pay can be directed to an RRSP at the direction of the severed employee.
9. All full-time employees that are absent from work and in receipt of Short Term Disability benefits (STD), Long Term Disability benefits (LTD) or Workplace Safety and Insurance Board (WSIB) benefits and do not have the seniority to obtain a job that is remaining in the Whitby Retail Support Center offered through the canvassing process will be treated as follows:
 - a. Employees on STD or WSIB will remain on STD or WSIB until the earliest of:
 - i. The date that he/ she is fit to return to work on regular or modified duties;

- ii. The date that he/she becomes eligible to receive LTD as per the plan;
- iii. The date that the employee elects to cease receiving STD; or
- iv. The date that the employee is eligible to retire from employment.

Should the employee cease to receive STD or WSIB because of (i) or (iii), above, the Union, on behalf of the employee acknowledges that the employee shall be severed from employment because of lack of work available to the employee by exercise of the employee's seniority and the employee shall receive severance pursuant to this Letter of Agreement.

b. Employees on Long-term disability will remain on Long-Term Disability until the earliest of:

- i. The date that he/she no longer qualifies for benefits under the LTD Plan;
- ii. The date that he/she becomes eligible to retire from employment; or
- iii. The date that the employee elects to cease receiving LTD.

Should the employee cease to receive LTD because of (i) or (iii), above, the Union, on behalf of the employee acknowledges that the employee shall be severed from employment because of lack of work available to the employee by exercise of the employee's seniority and the employee shall receive severance pursuant to this Letter of Agreement.

10. This agreement is on a without prejudice or precedent basis. This letter of agreement expires at the end of the Collective Agreement and will not be renewed. This letter may expire earlier upon mutual agreement.

Yours truly,

Jeffrey Allen

Acknowledged by CAW

Chuck New

LETTER OF UNDERSTANDING 10 – ADJUSTMENT PROCESS

CAW TCA Canada
Attn: Chuck New
National Service Representative

Dear Mr. New:

The Company agrees to participate in the C.A.W. Local 1090 Adjustment Committee as follows:

The Company agrees to pay \$150 per full-time employee whose employment is terminated as a result of the cessation of the grocery operations to the Adjustment Process.

The Company agrees to support the process and assist with obtaining any government funding.

The Adjustment Committee shall be appointed by Union and the Company shall appoint an equal number of representatives.

The purpose of the committee will be to assist affected employees with job training, resume writing, EI assistance etc.

This agreement is on a without prejudice or precedent basis. This letter of agreement expires at the end of the Collective Agreement and will not be renewed. This letter may expire earlier upon mutual agreement.

Yours truly,

Jeffrey Allen

Acknowledged by CAW

Chuck New

LETTER OF UNDERSTANDING 11 – TRANSITION BONUS

CAW TCA Canada
 Attn: Chuck New
 National Service Representative

Dear. Mr. New:

This following shall outline details on the ‘transition bonus’ that will be offered to two groups of employees.

GROUP A

Employees who will lose their employment due to the cessation of Sobeys’ grocery operations at the Whitby Retail Support Center.

GROUP B

Employees remaining employed at the Sobeys Whitby Retail Support Center after the cessation of the grocery operations.

Eligibility

To be eligible for the ‘transition bonus’ set out below employees must:

Group A

- Be an employee of the Sobeys Whitby Retail Support Center on the date of ratification
- Must not be terminated with cause between the ratification date and termination date
- Must not resign between the ratification date and the termination date;
- Must not be laid-off due to minutes of settlement between the ratification date and termination date.
- The employee is expected to maintain a reasonable level of performance. – defined below

Group B

- Be an employee of the Sobeys Whitby Retail Support Center on the date of ratification
- Must not be terminated with cause between the ratification date and date of cessation of grocery operations;
- Must not resign between the ratification date and the date of cessation of grocery operations;

- Must not be laid-off due to minutes of settlement between the ratification date and date of cessation of grocery operations.
- The employee is expected to maintain a reasonable level of performance. – *defined below*

Reasonable Level of Performance

Employees are to maintain or exceed key performance indicators as of the week of the announcement of the new Retail Support Centre. In the event that the key performance indicators are not maintained, the Company reserves the right to withdraw the transition bonus. The Company shall not unreasonable exercise this right.

Transition Bonus

<u>Employee Group</u>	<u>Group A</u>	<u>Group B</u>
Full Time	\$3000	\$3000
Part Time	\$3000 prorated against a 40 hour work week	\$3000 prorated against a 40 hour work week

Part time prorating will be calculated based on regular wages for a regular work week. A regular work week will be calculated over the twelve (12) weeks preceding the termination date.

- Sobeys will withhold from all payments (including any bonus payments) all statutory deductions required by law.
- The bonus will not be “benefits bearing”. That is, the amount will not be taken into account, or considered for any reason, for purposes of determining any Company provided benefits or compensation to which you may or may not be eligible for.
- The bonus mentioned above can be directed to an RRSP at the direction of the employee.
- This agreement is on a without prejudice or precedent basis. This letter of agreement expires at the end of the Collective Agreement and will not be renewed. This letter may expire earlier upon mutual agreement.

Yours truly,

Jeffrey Allen

Acknowledged by CAW
Chuck New

LETTER OF UNDERSTANDING 12 – HOURS OF WORK

CAW TCA Canada
Attn: Chuck New
National Service Representative

Dear. Mr. New:

The Company will post thirty eight (38) full-time positions from the full time compliment. **All** jobs posted will require employees to work no more than one day of the weekend.

15 –within one (1) week of ratification
15 –within three (3) weeks of ratification
8 –within five (5) weeks of ratification

Yours truly,

Jeffrey Allen

Acknowledged by CAW
Chuck New

64