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**COLLECTIVE AGREEMENT**

- between -

**SOBEYS MILTON RETAIL SUPPORT CENTRE**

- and -

**UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175**

**February 1, 2007 - January 31, 2010**

13670(02)

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COLLECTIVE AGREEMENT

BETWEEN:

**Milton Retail Support Centre**  
(hereinafter called the "Company" or "Employer")  
Party of the First ~~Part~~

- and -

**United Food and Commercial Workers Canada, Local 175**  
(hereinafter called the "Union")  
~~Party~~ of the Second ~~Part~~

NOW THEREFORE THIS AGREEMENT WITNESSETH:

**ARTICLE 1 - RECOGNITION**

1.01 The Company recognizes United Food and Commercial Workers Canada, Local 175 ~~as~~ the sole and exclusive bargaining agent for all employees of Milton Retail Support Centre Inc. at the current location of 2701 Highpoint Drive, in the Town of Milton Ontario, save and except Managers; Team Leaders/Supervisors; Office Staff; Security and Quality Assurance staff.

Employees excluded from the bargaining unit shall not perform bargaining unit work, except in the case of:

- (a) Instructing employees - where the employee(s) receiving instruction will observe the instructor for purposes of correction or learning, but clearly not for purposes of adding to productive output in that instruction period.
- (b) An emergency of a non-repetitive nature.

**ARTICLE 2 - UNION SECURITY**

2.01 Subject to the provisions of the Ontario ~~Labour~~ Relations Act, it is agreed that all employees covered by this Agreement shall become members and shall remain members of the Union in good standing as a condition of employment.

- 2.02 (a) New employees shall make application for membership in the Union at the time of their hiring and shall become and remain members of the Union in good standing as a condition of employment as soon as their probationary period has been served.
- (b) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the condition of employment set out in the Articles dealing with Union Security and Dues Checkoff.
- (c) On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her respective Union Steward. The Steward will provide him/her with a copy of the Collective Agreement.
- 2.03 Upon the producing and delivering of the Union to the Employer an individual authorization in writing for such deduction, the Employer agrees to deduct Union initiation fees and dues from the first pay of all Union employees.
- 2.04 The Company agrees that each employee, upon employment, will be required to sign an authorization card directing the Company to deduct Union initiation fees and weekly dues from the first pay due and such dues weekly thereafter. Any such authorization shall take effect as of the next regular deduction date after it is received by the Company. The fees and dues shall be forwarded to the Union monthly by the 15<sup>th</sup> day of the following month.
- 2.05 The remittance statement shall contain a dues and initiation fees report which will be provided via e-mail to remit@ufcw175.com or on a computer diskette as a hard copy to the dues report being attached to the remittance cheque. The information provided shall be on a standard spreadsheet in Excel Quattro Pro, Lotus or other software program acceptable and adaptable to the Union. The spreadsheet will provide the following current information as known to the Company:
1. Social Insurance Number
  2. Employee Number
  3. Full name (last / first)
  4. Full address, including City and Postal Code
  5. Telephone number, including area code
  6. Date of Hire
  7. Rate of pay
  8. Position description
  9. Full-time or part-time designation
  10. Employment status (active, inactive, etc.)
  11. Union dues deducted
  12. Total dues deducted
  13. Initiation fees deducted

- 2.06 The Union shall indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the Employer from any and all claims, demands, actions or causes of action arising out of or in any way connected with the collection of such dues and initiation fees for Union members only.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union agrees that the Employer has the exclusive right and power to manage its business, to control the direction of the staff including the right to plan, direct and control the operations, hire, suspend, or discharge for good and sufficient cause and to relieve employees from duty because of lack of work. The right to establish and maintain reasonable rules and regulations covering the operation of the plant, a violation of which shall be among the reasons for disciplinary action including discharge, is vested in the Employer. The Employer will discuss the rules and regulations with the Union prior to their implementation. The above rights shall be exercised subject to the applicable provisions of the Collective Agreement including the grievance procedure.
- 3.02 The direction and supervision of the working force shall, at all times, be the responsibility of the Employer only.
- 3.03 The Employer has the right to introduce new or improved methods of operations, handling methods or facilities, the Union will be given advance notice of any significant changes and discussion will take place between the parties before the introduction of any change. Any changes made to the operation will not be inconsistent with the terms of this Agreement.
- 3.04 The parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude other recognized functions of management not specifically covered in this Agreement. The Employer, therefore, retains all the rights not otherwise specifically covered in this Agreement.

### **ARTICLE 4 - DISCIPLINE OF PERMANENT EMPLOYEES**

- 4.01 No permanent employee shall be discharged or disciplined without good and sufficient cause.
- 4.02 (a) The Employer agrees that, whenever an interview is held with an employee that becomes part of his record regarding his work or conduct, a plant Steward will be present as a witness. This meeting will be held in an office. The employee may request that the Steward leave the meeting.
- (b) During the interview, the employee and the Steward will be given an opportunity for consultation.

- (c) In the event a Steward is not present, the condition will be brought to the attention of the employee. The meeting that becomes part of the employee's record will be postponed until the Steward is available.
  - (d) If the meeting is held without a Steward, any conclusions, verbal or written, will be null and void except when the employee requests the Steward to leave.
- 4.03
- (a) The Employer agrees that upon written request to the Site Manager, an employee or the Union, at Step 3, may view all documents pertaining to unsatisfactory conduct or work performance contained in the central personnel file. The Company and the Union agree that the parties will endeavour, whenever possible, to provide all relevant documentation to the other party at Step 3.
  - (b) When an employee has twelve (12) consecutive months with no unsatisfactory conduct documentation in his/her file, the Employer agrees to remove all such documents.

#### **ARTICLE 5 - WORKING CONDITIONS**

- 5.01 In the event of a major disaster affecting the operation of the Company's Retail Support Centre, the Company and the Union will discuss scheduling and the deployment of employees.

#### **ARTICLE 6 - NO DISCRIMINATION**

- 6.01 The Company and the Union agree that, in keeping with the provisions of the Ontario Human Rights Code, there will be no discrimination or harassment in respect of employment in the company or membership in the Union because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or disability.

#### **ARTICLE 7 - RIGHTS OF THE BUSINESS AGENT**

- 7.01 It is agreed that the business agent of the Union shall be admitted during working hours, at reasonable times, to interview employees while on duty or to inspect working conditions provided, however, that such visits shall be calculated to cause a minimum of disturbance with the Employer's business, the inspection is conducted with a management representative and further that the business agent shall first report his presence to the site manager, or in his absence, the person in charge of the Retail Support Centre, on the occasion of each such visits.



## ARTICLE 8 - SENIORITY RIGHTS

- 8.01 (a) For all new, regular employees, there shall be a probationary period of four hundred and twenty (420) worked hours of accumulated service excluding hours worked on any modified or light duties and during such probationary period, the Employer shall have the right to discharge a probationary employee with or without good and sufficient cause. Such discharge shall not be subject to the terms of the grievance procedure. However, the Union shall extend this period to five hundred and twenty (520) worked hours if the Company requests the extension during the first four hundred and twenty (420) worked hours in writing stating the reason for the extension.
- (b) Employees who have completed the probationary period shall receive seniority retroactive to four hundred and twenty (420) worked hours from date of hire, adjusted for days missed due to illness, WSIB and leave of absence.

Layoffs and re-employment will be based on:

1. Skills and qualifications;
2. Seniority.

It is agreed that where skills and qualifications are relatively equal, seniority will govern. Recall within a period of one (1) calendar year from the date of layoff shall be in accordance with seniority, provided the person has relatively equal skills and qualifications.

- (c) It is intended that should an employee be recalled for a temporary time period of four (4) weeks or less, the employee may decline, provided there are other qualified junior employees on layoff who accept recall.
- (d) Employees will be given two (2) days notice of layoff or two (2) days pay in lieu of notice.
- (e) In the event of a lay-off a full-time employee will be given the opportunity to bump a part-time employee. The full-time employee will carry full seniority to part-time and full seniority upon recall to full-time employment.
- 8.02 The seniority rights and employment of an employee shall be terminated if the employee:
1. Voluntarily leaves the employ of the Employer;
  2. Is discharged for cause;

3. Is absent from work because of sickness or disability and fails upon his return to work to produce a certificate from a duly qualified medical practitioner verifying such absence from work due to sickness or disability when so requested by the Employer. Such certificate showing satisfactory cause of absence shall be recognized as sufficient reason for the absence;
4. Fails to return to work after a layoff within seven (7) calendar days after notice of recall has been forwarded to his last address on file with the Employer. This period shall be extended to fourteen (14) calendar days provided there are other employees available with the required skills and qualifications.
5. Fails to return to work upon the conclusion of a leave of absence without reasons satisfactory to the Employer.
6. Is not recalled to work when laid off due to lack of work for more than twelve (12) months.
7. Is absent without authorization for a period of three (3) scheduled work days without a valid reason.

**8.03** If an employee is absent from work because of an accident or sickness, he or she shall not lose seniority rights except as provided herein above. In the event that the employee is absent from work for a period of less than thirty-nine (39) weeks, he shall be returned to the position that was held prior to such absence provided that employee has the required ability and physical fitness. In the event an employee is absent for more than thirty-nine (39) weeks by reason of accident or sickness, the employee shall be returned to the position held prior to such absence provided, however, that he possesses the ability and physical fitness to qualify to the position aforesaid, but in the event that the position has been filled by another employee, he shall return to a position of equal rating provided, however, that he possesses the ability and physical fitness to qualify to the position aforesaid.

**8.04** Employees who are unable to perform their regular duties because of accident or illness will be considered for different types of work available where practical.

**8.05** It shall be the duty of employees to notify the Employer promptly on forms supplied by the Employer of any changes in address, telephone number, marital status, number of dependants, or other related information. 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 9 - JOB POSTING**

- 9.01 Vacancies in the jobs listed in 9.07 will be filled in accordance with the provisions of this article.
- 9.02 Postings for vacancies, as determined by the Employer, will be posted for seven (7) calendar days. The posting will specify, at a minimum, the job, the shift (i.e. day, afternoon or night), the schedule (i.e. which days of the week), and the required skills and qualifications.
- 9.03 Employees who wish to bid on the job must submit their bid in writing within the seven (7) calendar day posting period. **An** employee who has submitted a bid may retract it in writing within the seven (7) calendar day posting period. Withdrawals from the posting will not be accepted after the posting has closed. Employees who will be away from work on an approved absence may, before leaving for an approved absence, provide the Company and the Union with a written indication of any jobs they wish to be considered for in their absence.
- 9.04 Selection of the successful bidder will be by bargaining unit seniority provided the senior 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 bidder.
- 9.05 The successful bidder will move into the new job within thirty (30) calendar days of being awarded the job. Employees receiving a temporary posting must have the skills and qualifications to fill the posting immediately.
- 9.06 **An** employee will be awarded a posted job no more often than three (3) times in each calendar year. However, an employee who has already been awarded three (3) posted jobs in a calendar year may still bid on and be awarded a job with higher remuneration once in the calendar year.
- 9.07 The jobs that will be posted are:
1. Freezer Forklift
  2. Freezer Receiver
  3. Freezer Janitor
  4. Freezer Utility/Damages
  5. Freezer Selector
  6. Perishable Receiver
  7. Perishable Janitor
  8. Non-Perishable Receiver
  9. Non-Perishable Janitor
  10. Utility/Damages
  11. Loader
  12. Mail **Sort**
  13. Perishable Forklift
  14. Non-Perishable Forklift

- 9.08 The Company has the right to determine the shifts and schedules that exist and the number of posted jobs in each. Posted jobs one (1) through twelve (12) as listed in Article 9.07 shall not be posted on the schedules of Thursday to Monday and/or Saturday to Wednesday.
- 9.09 This posting and bidding process will also be utilized for the purpose of filling available selection positions on the shifts. In this circumstance, the posting will specify the job (e.g. selector) and the shift (e.g. day, afternoon or night) and schedule (e.g. which days of the week).
- 9.10 If the Company permanently reduces the number of employees within a particular posted position, department or shift, the affected employees shall be deemed to be surplus and shall *so* be notified. The Company will then conduct a shift bid.

#### **ARTICLE 10 - DAILY WORK ASSIGNMENT**

- 10.01 Daily work assignments will be made first on the basis of the posted jobs on the shift (Article 9.07/9.08 – Job Posting).
- 10.02 If there is a need (usually as a result of additional volume or to cover for the absence of an employee holding a posted job) for more employees in any given job function, the employees in the general warehouse group (Article 9.09 – Job Posting) will be assigned at the beginning of the shift to those job functions on the basis of seniority, skills and qualifications, and their expressed preferences. These assignments may change during the course of a shift as a result of the needs of the business.
- 10.03 To the extent that there is insufficient work on any given shift for all the employees holding posted jobs, the junior employee(s) in the jobs where there is insufficient work will go into the general warehouse group and will be assigned to the available work on the basis of seniority, skills and qualifications, and their expressed preferences.
- 10.04 Employees will be provided with a form upon which to indicate their preferences in rank order, and employees may change their preferences every three (3) months beginning with February 1 (May 1, August 1 and November 1 are the other change periods). Changes to the preference sheet must be completed and handed in at least two (2) weeks prior to the change period.
- 10.05 Work will be assigned from the general warehouse group based on seniority, skills, qualifications and expressed preferences.  
For clarity purposes the seniority in the general warehouse group will be as follows:
1. Regular Full Time Employees
  2. Special Request Full Time Employees
  3. Overtime Full Time Employees
  4. Temporary Full Time Employees
  5. Part Time Employees

- 10.06 At the start of each shift and based on operational requirements, senior forklift operators will be assigned to the profile of put-away in their department and junior forklift operators will be assigned to the profile of let-downs in their department. Any forklift operator who prefers let-downs over put-away must indicate this on his preference sheet.
- 10.07 If a utility/damages person is deemed unavailable by the Employer, any non-standard work that requires the use of a forklift will be performed by the senior forklift operator working in the department in which the non-standard work is required: For the purpose of this article the departments will be Grocery, Perishable, and Freezer.

### **ARTICLE 11 - HOURS OF WORK**

- 11.01 The Company intends to operate a standard workday of eight (8) or ten (10) hours and an average work week of forty (40) hours (this average is based on a four week operating period), but this will not be a guarantee of hours per day or per week. For payroll purposes the work week shall start at 12:01 a.m. on Sunday and end at midnight Saturday evening.

Maintenance and distribution may be scheduled to work such that Saturday and Sunday are considered regular work days.

In the case that market conditions change, the Company and the Union agree to discuss any changes required by the new business environment.

- 11.02 A work schedule shall be posted in the department on each Friday by noon, showing the scheduled working hours for each employee covered by the Collective Agreement for the succeeding week or four week operating period as appropriate.

The Company will schedule hours of work in accordance with production requirements and may determine the number of hours per day or week operations or services shall be carried on. The Company will minimize changes to the posted schedule. If due to circumstances within the Company's control the schedule changes (including a change in shift starting times) become necessary, the Company will give a minimum of four weeks' notice of the change. In the event such a change negatively affects at least 25% of the employees, the Company and Union will meet to discuss ways to minimize the impact of the change, including a shift realignment.

- 11.03 The Company will provide employees reporting to work as scheduled either four (4) hours of work or four (4) hours of pay at their straight time rate. In the event of an emergency, breakdown, fire, flood, snowstorm, strike, power failure, act of God, or other causes beyond the Company's control, the Company shall not be required to notify employees to not report, and employees reporting and finding no work as a result of such causes beyond the Company's control will not receive reporting pay.

11.04 The Company will provide employees who are called at home by an authorized manager to work at a time which is outside their regular work schedule and does not merge with their regular shift either four (4) hours of work or four (4) hours of pay at their straight time rate whichever is greater.

11.05 The Company will provide each employee the following rest periods on his/her shift each day:

8 Hour shift:

- A. A paid rest period twenty (20) minutes long prior to lunch beginning between two (2) to three (3) hours after the start of his/her work;
- B. A paid rest period twenty-five (25) minutes long between four (4) to six (6) hours after the start of his/her work.

10 Hour shift:

- A. A paid rest period twenty (20) minutes long prior to lunch beginning between three (3) and four (4) hours after the start of his/her work;
- B. A paid rest period thirty (30) minutes long between six (6) to seven (7) hours after the start of his/her work.

The order of rest periods on the day, afternoon and night shifts may be changed at the option of the employees and the Union, but any such arrangements must remain in place for a minimum period of one (1) year.

11.06 Employees who work between the hours of 6:00 p.m. and 6:00 a.m. shall receive a shift premium of sixty-five cents (65¢) per hour effective the first pay period after February 1, 2007.

Effective the first pay period after February 1, 2008, this premium shall increase to seventy cents (70¢) per hour for all hours worked between 6:00 p.m. and 6:00 a.m.

Effective the first pay period after February 1, 2009, this premium shall increase to seventy-five cents (75¢) per hour for all hours worked between 6:00 p.m. and 6:00 a.m.

11.07 Employees who work in the freezer will be paid eighty-five (85¢) per hour over their regular rate for all hours worked in the freezer.

11.08 The Site Manager shall give the Stewards a copy of the work schedule as per 11.02.

11.09 There shall be no split shifts. The Company will not create a split shift that requires employees to work a combination of day shifts, afternoon shifts and night shifts, unless mutually agreed to between the Employee and the Employer.

The Company will not create a shift that does not allow employees two (2) consecutive non-working days within their work week.

## **ARTICLE 12 - OVERTIME**

12.01 The Company reserves the right to determine overtime work in accordance with requirement of the business.

12.02 All hours in excess of the employee's scheduled workday are paid at 1.5 times the basic hourly rate.

12.03 The Company will distribute overtime work in a department as fairly and equally as possible over reasonable periods of time among qualified employees in the department. Overtime offered and refused shall be counted toward an employee distribution of overtime.

12.04 Daily and weekly overtime will not be duplicated; only the highest single rate will apply.

12.05 Pay for an unworked statutory holiday will count toward weekly overtime only when the Company requires the employee to work another day of that week which would otherwise be a day of rest for that employee; however, this section does not apply when an employee elects an alternate holiday under Article 14.10.

12.06 A regular employee shall not be temporarily laid off during a work week solely for the purpose of avoiding payment of overtime.

12.07 Where there are an insufficient number of volunteers for overtime work, overtime will be scheduled for the most junior employees of the shift. When mandatory overtime is required individuals directed to work such overtime will work a maximum of two (2) hours at the end of their shift.

### 12.08 **Meal Allowance**

A meal allowance of \$6.00 will be paid to all employees after working two (2) hours overtime after the regular shift.

## **ARTICLE 13 - STATUTORY HOLIDAYS**

13.01 There shall be ten (10) holidays during the term of this Agreement. These holidays are as follows:

New Year's Day  
Labour Day  
Good Friday  
Thanksgiving Day  
Victoria Day

Christmas Day  
Canada Day  
Boxing Day  
Civic Holiday

One (1) Personal Day to be observed on or near employee's birthday. This day off must be requested at least two (2) weeks in advance. This day off must be taken within a month after the employee's birthday. Employees are only eligible for their personal day if it falls after their probationary period is complete.

Heritage Day will be granted if proclaimed by the Ontario Employment Standards.

- 13.02 (a) Whenever a statutory holiday occurs on a non-scheduled workday it will be observed on that day or some other date by mutual agreement (lieu day).
- (b) All employees shall be entitled to a day's pay at the regular hourly rate for such holidays provided, if the employee works the hours scheduled on the working day before and the working day after the holiday and the employee is not absent without the Company's consent.
- (c) The work week shall be reduced by eight 8 or 10 hours, as per the employees schedule in the week in which a holiday is observed.
- 13.03 Payment for work performed on any of the above described holidays or individual lieu days, shall be on the basis of one and a half times (1.5) the regular rate per hour, in addition to his or her regular holiday pay providing he or she otherwise qualifies in accordance with 13.02 (b) above.
- 13.04 Employees will be given reasonable notice if required to work on a statutory holiday or individual lieu day, In no case will an employee be required to work less than four (4) hours on a statutory holiday or individual lieu day, when scheduled to work.
- 13.05 (a) Where an employee agrees to work on a holiday as defined in Article 13.01 and fails to report for and perform the work on the holiday, the employee is not entitled to any holiday pay for that day unless the employee has reasonable cause;
- (b) Where an employee agrees to work on a holiday as defined in Article 13.01 that day will not become a qualifying day for another holiday (i.e. if an employee agrees to work Boxing Day, Boxing Day does not become a qualifying day for Christmas Day.)
- (c) Reasonable cause shall include but is not limited to illness (the Company can request a doctor's note) bereavement, family emergency, injury.



## **ARTICLE 14 - VACATIONS**

- 14.01 The date for determining the length of vacation in a calendar year shall be the seniority date for that employee.
- 14.02 All regular full-time employees having less than three (3) months **of** continuous service with the Employer as **of** December 31<sup>st</sup> will be entitled to vacation pay as per the provisions of the Ontario Employment Standards Act. If employment is terminated either by the employer or the employee and the employee has less than three (3) months of service, the provisions of the Ontario Employment Standards Act will govern.
- 14.03 All regular full-time employees having completed three (3) months but less than one (1) year of continuous service with the Employer as of December 31<sup>st</sup>, will be entitled to one (1) day's vacation for each month of service up to a maximum of eighty **(80)** hours. **An** employee who starts on or before the 15<sup>th</sup> **of** a month will be deemed to have started on the first day of the month **for** the purposes of Article 14.03. An employee who starts after the 15<sup>th</sup> will be deemed to have started on the first day of the following month for the purposes of Article 14.03.
- 14.04 All regular full-time employees having completed one (1) year but less than five **(5)** years of continuous service with the Employer as of the employee's anniversary date (of the original date **of** hiring) will be entitled to eighty (80) hours vacation with pay or 4% of earnings whichever is greater.
- 14.05 All regular full-time employees having completed five **(5)** years of continuous service with the Employer as of the employee's anniversary date (of the original date **of** hiring) will be entitled to one hundred and twenty (120) hours vacation with pay or 6% of earnings whichever is greater.
- 14.06 All regular full-time employees having completed ten (10) years of continuous service with the Employer as of the employee's anniversary date (of the original date of hiring) will be entitled to one hundred and sixty (160) hours vacation with pay or 8% **of** earnings whichever is greater.
- 14.07 All regular full-time employees having completed eighteen **(18)** years of continuous service with the Employer as of the employee's anniversary date (of the original date of hiring) will be entitled to two hundred (200) hours vacation with pay or 10% of earnings whichever is greater.
- 14.08 Employees will have the option of receiving their vacation pay either at the beginning of the vacation period or **by** continuation of their regular bi-weekly pay. Any request to receive vacation pay at the beginning of the vacation period must be submitted in writing, on a **form** supplied by the employer, four (4) weeks in advance of the beginning of the vacation period.

- 14.09 Employees leaving the employment of the Employer shall be paid any unpaid vacation pay due at the time of separation in accordance with the provisions of Article 14.
- 14.10 If a holiday, as listed in clause 13.01 occurs during the employee's vacation period, such employee shall be entitled at the option of the employee, to receive either one (1) day's pay or one (1) lieu day. Such lieu day shall be scheduled consecutive to the vacation if practicable.
- 14.11 The Employer agrees to take seniority into consideration in preparing the vacation schedule.

The Employer will, by November 1<sup>st</sup>, in each calendar year, post a vacation entitlement list of employees in order of seniority.

In the first full week of the New Year, the Company will post the date on which each employee will be canvassed for the vacation process. Employees will be canvassed by building seniority regarding their vacation preference in blocks of full weeks **only** in the first round and single days in the second round. Those employees who have a preference must so state at the time they are canvassed by the employer. If the employee does not select at the time of each of the canvasses, the employee forfeits their seniority for that round and will be provided vacation subject to availability. Employees, who have not made their preferences known by the time the second canvass is completed, shall be assigned vacation dates at the employers discretion. Employees who are on an approved absence from work will be responsible to notify the Company in writing of their vacation preferences before their scheduled canvass date.

The Employer shall finalize and post vacation schedules by March 1<sup>st</sup> of every year.

- 14.12 Vacations will not be cumulative except in cases where an employee's anniversary date occurs after the 15<sup>th</sup> of December and the employee is not able to take vacation in that period. In this instance, the employee will be entitled to this vacation time in the following calendar year, as per Article 14.11.
- 14.13 Vacations will be scheduled during the vacation period January 1<sup>st</sup> to December 31<sup>st</sup> wherever practicable, subject to the availability of qualified replacements as required.

**ARTICLE 15 - LEAVE OF ABSENCE**

- 15.01 (a) A request for leave of absence for any legitimate purpose shall be considered by the Employer and shall not be unreasonably withheld. The Company prefers that no leave of absence be consecutive with annual vacation during the prime time and may find it necessary to refuse a request where it would cause difficulty in operating the plant.

Requests for leave of absence shall be in writing through the Site Manager. Permission if granted shall be in writing from the Site Manager. If the request is refused, written reasons for the refusal shall be given. Employees will only be required to use vacation credits in conjunction with a leave of absence if the leave of absence extends into a previously scheduled vacation period. Employees shall normally receive a written reply to a request for leave of absence within two (2) weeks of the submitting of such request. Under no circumstances shall any leave of absence continue to excess of six (6) months save those referred to in clause 15.03 hereof.

- (b) Upon request to the Employer, the Employer shall allow leave of absence without loss of seniority for the period of time that the employee is a candidate in Federal, Provincial Regional or Municipal elections. An employee elected to public office shall be allowed leave of absence without loss of seniority during this first term of office.

15.02 The Employer agrees to grant written leave of absence for a period of not more than twelve (12) months to any employee who has been elected or appointed to a position with the International or Local Union, if such duties require him to have leave of absence from his Employer duties on a full-time basis the employee to give reasonable notice.

15.03 The Employer will grant pregnancy/parental leave in accordance with The Ontario Employment Standards Act.

#### **ARTICLE 16 - UNIFORMS AND TOOLS**

- 16.01 (a) Uniforms which the Employer requires shall be furnished without charge and worn by the employee. Laundering of such garments shall be paid for by the Employer. Uniforms will include safety/protective clothing and footwear.
- (b) Where uniforms are issued which become the personal property of the employee, the employee will accept the responsibility for care and laundering of the uniforms.
- (c) The Employer will furnish necessary tools.
- (d) Under no circumstances are the uniforms not owned by the employee or tools provided hereunder to be removed from the plant premises overnight.
- (e) Employees may be required to replace items which are determined to be lost.

16.02     Safety Footwear

The Company agrees to provide a safety footwear allowance of \$125.00 per year for full-time employees and \$75.00 per year for part-time employees to be paid to all employees in January of each year. Employees will be responsible for the purchase of their safety footwear.

**ARTICLE 17 -WORKERS COMPENSATION**

17.01     The Employer agrees to provide his employees with standard Workers Compensation coverage.

17.02     If an employee is injured and is required to leave the plant for medical attention, he will be paid for the balance of his shift during which the accident occurred.

**ARTICLE 18 - UNION STEWARDS AND NEGOTIATING COMMITTEE**

18.01     The Company agrees to recognize two Stewards from each shift. This number will be reviewed as the operation changes. A Chief Steward may also be appointed.

18.02     The Company agrees that the Chief Steward will be in attendance at all grievance meetings at Step 2 and Step 3 of the grievance procedure without loss of pay. The Company further agrees that the Steward who filed the grievance will also be in attendance at Step 2 and Step 3 of the grievance procedure without loss of pay.

18.03     The Company recognizes the right of the Union to appoint or select a negotiating committee comprising of not more than four (4) employees. The Chief Steward will automatically have a seat on the negotiating committee by virtue of his/her position.

The negotiating committee will be paid their regular scheduled hours with the cost being split 50/50 between the Company and the Union.

**ARTICLE 19 - GRIEVANCE PROCEDURE**

19.01     Either the Employer, the Union or any employee has a right to lodge a grievance with respect to any matter arising out of this Agreement or concerning the interpretation, application or alleged violation of this Agreement.

19.02     Any employee believing that he has been unjustly dealt with, or that the provisions of this Agreement have not been complied with, shall have the right to place such grievances in the hands of the Union, for review and adjustment by the Employer if necessary. Such grievances shall be processed as follows:

### **Step 1**

Within seven (7) working days after the event giving rise to the grievance occurs, the employee and his/her Steward shall discuss the grievance with the employee's supervisor. The supervisor shall give an oral answer to the grievance within four (4) working days.

Failing settlement:

### **Step 2**

The grievance shall be reduced to writing and discussed between the Union Representative and the Section Manager. This discussion shall be held within seven (7) working days of the decisions at Step 1. The Section Manager will give an answer in writing to the grievance within four (4) working days of the meeting.

Failing settlement:

### **Step 3**

The grievance shall be reduced to writing and forwarded to the Site Manager of the Employer within one (1) week of the decision at Step 2, which shall have one (1) week to dispose of the grievance. The decision shall be **in** writing and sent to the offices of the Union. If considered necessary by the parties, a meeting may be held by the parties and may include the interested person. If a meeting is held, the decision shall be given to the other party within seven (7) days from the date **of** the meeting.

- 19.03 In the case of a discharge, a grievance may be filed by an employee who feels he was unjustly dealt with. Such a grievance must be filed within four (4) working days from the date of dismissal and shall commence at Step 3. In any subsequent disposal of this case during the grievance procedure, the Employer may reinstate the employee with full back pay, suspend the employee for a definite period, or sustain the discharge, if mutually agreed to by the parties to this Agreement.
- 19.04 Grievances concerning rates shall commence at Step 2 of the grievance procedure and the disposition **of** such grievances, **if** sustained, shall include the determination **of** the effective date of the increase with retroactivity thereto.
- 19.05 The Employer or the Union may file policy grievances commencing at Step 2 or Step 3.
- 19.06 The time limits as prescribed above may be modified by mutual agreement of the parties.

## **ARTICLE 20 - ARBITRATION**

- 20.01 Should the grievance involve the alleged misinterpretation or violation of the Agreement, either party may be free to appeal to arbitration or mediation/arbitration from Step 3 within thirty-one (31) days from the date the decision ~~was~~ given at that step. The parties shall attempt to agree on a single arbitrator from a list previously agreed to by the parties to this Agreement. If the parties agree on the arbitrator, the **party** requesting arbitration or mediation/arbitration shall then refer the grievance within said delay to the chosen arbitrator with a statement of the issue to be arbitrated upon by him.
- Notice of said reference and a copy of said statement shall be forwarded simultaneously to the other party. The decision of the arbitrator shall be final and binding upon all parties involved.
- If the parties cannot agree on an arbitrator within fourteen (14) days from the date of the notice to arbitrate, each shall appoint, within one (1) week, one (1) nominee **as** its member on a board of arbitration or mediation/arbitration that will decide upon the matter. Each party shall advise the other of the name and address of its nominee to the board within said delay of one (1) week.
- 20.02 If the two (2) nominees are unable to agree upon the choice of a third member to act as chairman within two (2) weeks, the Minister of Labour for the Province of Ontario shall be requested to appoint a chairman. The board shall hear the dispute and its decision (or a majority decision) shall be final and binding upon the parties. Where there **is** not majority decision, the decision of the chairman is final and binding.
- 20.03 The arbitrator or board **of** arbitration, as the case may be, shall not have any jurisdiction to alter to modify any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to make any decision inconsistent with the terms and provisions of this Agreement.
- 20.04 In determining any discharge or any other disciplinary grievance, the arbitrator or board of arbitration, 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 grievor to his former position with or without compensation; or
  - (c) Vary or alter the penalty imposed by the Employer **as** the arbitrator or board of arbitration may deem justified.
- 20.05 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 chairman of the board of arbitration.

## **ARTICLE 21 - WAGES**

- 21.01 All jobs covered by this Agreement other than part-time are placed in pay levels listed in Appendix "A".
- 21.02 Any employee who starts at a higher rate than shown shall progress to the next rate in the time interval shown.
- 21.03 Qualified employees assigned to a higher rated job for one (1) week will be paid the rate of the higher rated job.
- 21.04 All employees will receive a pay slip in a sealed envelope and be paid by direct deposit to a bank of their choice on a bi-weekly basis. The Company shall endeavour to provide the pay slips to employees within one (1) hour prior to their shift end on **payday**.
- 21.05 Employees will be paid on a Thursday for the work performed during the previous two weeks.
- 21.06 **Errors on pay cheques**
- In the event that a discrepancy arises from a pay deposit (e.g. shortage in pay), team members will bring the discrepancy to the attention of a Team Leader. The Company agrees that within three (3) days (excluding Saturday and Sunday) of the Team Leader being notified of such shortage, the team member will be paid by a direct deposit
- Adjustment that is less than four (4) regular or overtime hours will be processed on the next regular bi-weekly payroll run.
- 21.07 Employees who feel that by reason of seniority they have been passed over in a promotion may grieve such promotion within seven (7) days commencing at Step 2 of the grievance procedure.
- 21.08 If the Company creates a new job classification, or combines existing job classifications, or substantially changes the duties of existing job classifications, the Company will establish a wage for such new or changed job classification and notify the Union. The Union has seven (7) calendar days thereafter to object to the rate set, and the matter will then be subject to negotiations between the Company and the Union.

**ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY**

- 22.01 The Company and the Union agree that safety in the workplace and the protection of all employees is of primary importance. Safety is a shared responsibility and the input of all employees to improve safety practices and conditions is encouraged and expected. Distribution Centre safety programs and efforts will be coordinated through the involvement of people from all levels of the organization.
- 22.02 The Company will give all employees an employee handbook which details Company policy, rules, guidelines, and safety information. The handbook will be reviewed and updated as needed.
- 22.03 The Company and the Union will establish a Health and Safety Committee to ensure and promote safety at and away from work.
- 22.04 The Company and the Union agree to cooperate in making the Health and Safety programs work. If either party is concerned with the other party's commitment to provide a safe workplace, the parties will meet to resolve the concern.

**ARTICLE 23 - REST ROOMS**

- 23.01 Adequate rest rooms shall be provided and kept heated, ventilated and in a sanitary condition. The employee shall cooperate with the Employer in keeping the rest rooms in a clean and sanitary condition, and to promote hygiene in the workplace.

**ARTICLE 24 - NO STRIKES OR LOCKOUTS**

- 24.01 In view of the orderly procedure established herein for the disposition of employees' grievances, the Employer and the Union agree that there shall be no strikes, walkouts, pickets, boycotts, stoppage of work or lockouts during the life of this Agreement.

**ARTICLE 25 - HEALTH & WELFARE**

- 25.01 (a) All full-time employees will be covered by the Sobeys Choices Group Insurance Plan.
- 25.02 The Employer agrees to contribute to the Canadian Commercial Workers Industry Pension Plan (CCWIPP). Contributions to the pension plan are made by the Employer as follows:
- |                            |   |                                   |
|----------------------------|---|-----------------------------------|
| Effective February 1, 2007 | - | 75¢ per employee per hours worked |
| Effective February 1, 2008 | - | 80¢ per employee per hours worked |
| Effective February 1, 2009 | - | 85¢ per employee per hours worked |



The Employer agrees to sign the participation agreement as per attached memorandum. The Company shall forward all contributions together with a list of all full-time employees, with number of hours paid for each reporting period. They are to be submitted by the 15<sup>th</sup> of the month following.

25.03 **Sick Days**

Full-time employees, who over a one (1) month period who are not absent or have no more than three (3) lates or leave earlies shall be credited with one (1) sick day per month. The unused sick days will be paid out at 100% by December 1<sup>st</sup> of each year.

**ARTICLE 26 - BEREAVEMENT**

- 26.01 (a) 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 up to a maximum of five (5) days at the employee's regular hourly rate for time lost on scheduled consecutive work days which fall on the day before, the day of, and the day after the funeral or memorial service for a spouse, child, step-child, parent or step-parent.
- (b) 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 up to a maximum of three (3) days at the employee's regular hourly rate for time lost on scheduled consecutive work days which fall on the day before, the day of, and the day after the funeral or memorial service for a brother, sister, mother-in-law or father-in-law.
- (c) The Company will pay a maximum of one day at the full-time employee's hourly rate for time lost on a regularly scheduled work day which falls on the day of the funeral of the employee's or the employee's spouse's natural grandparents or grandchildren.
- (d) To receive a paid leave of absence under this provision, regular full-time employees must notify the Company about the need for the leave no later than the start of their shift on the first day of absence; they must attend the funeral or memorial service; and, if additional unpaid leave is necessary, they must request additional time off prior to the funeral leave. If the Company requests, the employee must furnish satisfactory proof for the funeral leave request.

## **ARTICLE 27 - JURY DUTY**

- 27.01 In the event an employee is called and serves on a jury, or is served a subpoena by the Crown, the Employer agrees to make up the difference, if any, between Jury Duty pay and employee's regular weekly pay. The employee must notify his supervisor promptly when he is called. Any difference will be paid only on proof of attendance and the amount actually paid.

## **ARTICLE 28 - MEDICAL EXAMINATION**

- 28.01 If an employee is required by the Employer to take a medical and/or x-rays during his probationary period, the medical and/or x-rays shall be taken on Company time and at the expense of the Employer.
- 28.02 All necessary medical examinations and/or x-rays by a local board of health or government body or by the Employer, shall be paid for by the Employer, where applicable, and conducted on Company time.

## **ARTICLE 29 - GENDER**

- 29.01 It is understood that the use of the masculine gender shall include the female gender.

## **ARTICLE 30 - UNION SHOP CARDS**

- 30.01 (a) The Employer agrees to prominently display Union **shop** cards in the Distribution Centre wherein Union members are employed. These cards will remain the property of the Union **and** the Employer agrees to surrender the same immediately upon demand.
- (b) Bulletin Boards - The Company to provide.
- (c) All notices on bulletin boards require the prior authority **of** the Site Manager, or his appointee, before posting. No reasonable request will be withheld.

## **ARTICLE 31 - PRINTING OF COLLECTIVE AGREEMENT**

- 31.01 The Company **agrees** to pay \$1,000.00 towards the cost of the printing of the Collective Agreement.

**ARTICLE 32 - DURATION OF AGREEMENT**

**32.01** This Agreement will continue in effect until January 31, 2010 and shall continue automatically thereafter for annual periods of one year each, unless either party notifies the other in writing during the period of one hundred twenty (120) days prior to the expiration date that it desires to amend or terminate the Agreement. Any proposed amendments will be exchanged within two (2) weeks of such notice and negotiations will commence within ten (10) following the exchange of the proposed amendments, or at such time as is mutually agreed upon by the parties following the exchange of the proposed amendments.

Signed on this 13 day of the month of April, 2007 in the Town of Milton, Ontario.

**For the Company**



Mark Chiarelli



Bruce Gottzmann

per 

Candace Trapp



David Blair

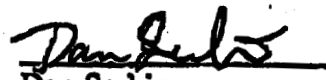


Patricia McEwan

**For the Union**



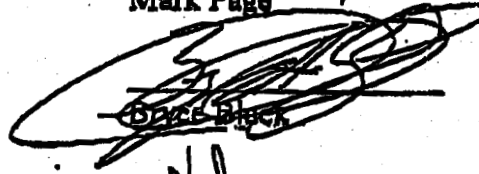
Harry Sutton



Dan Serbin



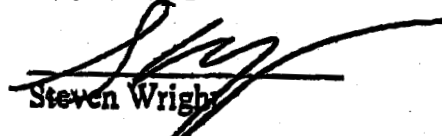
Mark Page



Bruce Black

NI

Nick Innes



Steven Wright

**APPENDIX "A"**  
**FULL-TIME WAGES**

<b>Seniority</b>	<b>February 1, 2007</b>	<b>February 1, 2008</b>	<b>February 1, 2009</b>
<b>0 - 12 months</b>	\$15.97	\$16.44	\$16.94
<b>12 - 24 months</b>	\$16.48	\$16.97	\$17.48
<b>24 - 36 months</b>	\$17.51	\$18.04	\$18.58
<b>36 - 48 months</b>	\$18.47	\$19.02	\$19.59
<b>Over 48 months</b>	\$19.42	\$20.00	\$20.60

- Lead hand premium \$1.00

All full-time employees hired before February 1, 2004 will be recognized on the above grid at 'Over 48 months'.

**APPENDIX "B"**  
**PART-TIME EMPLOYEES**

**Use of Part-time Help**

It is agreed and recognized by both the Union and the Company that the business of the Company is subject to fluctuations according to the day of the week or month and the time of day, resulting in production peaks. For this reason it is necessary to employ both regular full-time and part-time employees.

Appendix B will not apply in the event that any full-time staff hired from Cargill Foods during April/May 95 are laid off - these being the highest seniority in the facility.

1. The following provisions of the Agreement apply to employees working as Part-time.

Articles 1, 2, 3, 4, 5, 6, 7, 11.06 (1), 11.06 (2), 15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 28, 29 and 30.

2. (a) (i) The Company agrees that part-time employees or a combination of part-time employees shall not be used to the extent that they replace or displace a present full-time employee from employment or prevent the hiring of a full-time employee, except in the cases of short term absenteeism or emergency. i.e.) vacation, sickness, leave of absence of employees.

(ii) It is recognized that the Company requires a core complement of part-timers to cover normal business planning of up to 20% of total hours. Article 2(a)(i) does not apply until 2(a)(ii) is satisfied.

(b) If replacement of a full-time employee is required by the Company, a part-time employee with the required seniority, skills and qualifications will be employed on a temporary full-time basis and will be paid a full-time rate of pay for all hours worked in that capacity.

Where a part-time employee replaces on a temporary full-time basis, he or she will return to the part-time payroll at the end of the temporary full-time period.

(c) Part-time employees may be called in at any time to cover for the short-term absences of full-time employees for any reason, and for emergencies.

(d) Employees shall not be called in or scheduled to work for less than four (4) hours.

3. (a) Upon completion of four hundred and twenty (420) hours worked, employees covered by this Agreement shall be deemed to have served their probationary period and then shall be placed on the seniority list for part-time employees.

However the Union shall extend this period to five hundred and twenty (520) worked hours if the Company requests the extension during the first four hundred and twenty (420) worked hours in writing stating the reason for the extension.

- (b) For the period of one week prior to Victoria Day and through to the end of the week after Labour Day and for the month of December part-time employees may be assigned to temporary full-time and will be scheduled to work up to forty (40) hours in one (1) week.

During the assignment of temporary full-time, the part-time employee will be paid a full-time rate of pay for all hours worked up to forty (40) hours for the assignment period.

Part-time employees will be offered the temporary full-time assignment by seniority. If enough volunteers can not be secured then the Company will assign by reverse order of seniority.

The Company agrees that if the part-time employee is scheduled for more than twelve (12) consecutive weeks during the period listed above up to forty (40) hours, then the employee will be reclassified to permanent full-time status.

4. For all new part-time employees, there shall be a probationary period as outlined in Article 3 and during such probationary period, the Employer shall have the right to discharge a probationary employee with or without good and sufficient cause. Such discharge shall not be subject to the terms of the Grievance Procedure. However, if an employee is continued in employment after such period, seniority shall commence from the date of hire.
5. Full-time positions will be filled by part-timers first (prior to external recruitment) on the basis of seniority, job knowledge and competence, providing that the part-time employees interested in full-time permanent employment have made their prior intentions known in writing to the Operations Manager.
6. A part-time employee, reclassified to full-time employment, shall carry one-half (½) of his part-time service up to a maximum of four (4) years, to his full-time employment (in other words, a maximum of two (2) years' seniority as a full-time employee). Seniority thus acquired will be used for determining wages, layoff and recall. In the event the employee returns to part-time employment, his part-time seniority date will be his most recent date of hire.
7. A work schedule shall be posted in the department on each Friday by noon, showing the scheduled working hours for each employee covered by the collective agreement for the succeeding week.

The Company will schedule hours of work in accordance with production requirements and may determine the number of hours per day or week operations or services shall be carried on.

If due to circumstances within the company control the schedule changes become necessary, the Company will give the following notices.

1. Twenty-four (24) hours of notice prior to a change in shift starting time or hours.
2. Notice of shift change (including cancellation) forty-eight (48) hours prior to the effective shift change.

8.' The seniority rights and employment **of an** employee shall be terminated if the employee:

- (1) Voluntarily leaves the employ of the Employer;
- (2) Is discharged for cause;
- (3) Is absent from work because of sickness or disability and fails upon his return to work to produce a certificate from a duly qualified medical practitioner verifying such absence from work due to a sickness or disability when so requested by the Employer.  
Such certificate showing satisfactory cause of absence shall be recognized **as** sufficient reason for the absence;
- (4) Fails to return to work after a layoff within seven (7) days after notice **of** recall has been forwarded to his last address on file with the Employer;
- (5) Fails to return to work upon the conclusion of a leave of absence without reasons satisfactory to the Employer.
- (6) Is not recalled to work when laid off due to lack of work for more than six (6) months.
- (7) Is absent without authorization for a period of three (3) scheduled work days without a valid reason.

9. Part-time employees will not regularly work in excess of eight (8) hours per day and twenty-four (24) hours per week except as provided in Article 2(a)(i).

Part-time employees will be paid overtime for all hours in excess of eight (8) per day or twenty-four (24) per ~~week with the~~ exclusion of hours worked under Article 2(a) (i).

Where overtime hours are to be given to full-time or part-time employees, part-time employees will not be given an opportunity to work such overtime until this opportunity has been given to qualified full-time employees on the applicable shift.

10. There will be no duplication of daily and weekly overtime premiums.
11. Where there is an insufficient number of volunteers for overtime work overtime will be scheduled for the most junior employees on the shift.
12. Hours of work will be scheduled on the basis of seniority, skills and qualifications.
13. There shall be no split shifts.
14. Employees will be paid holiday pay according to Part VII-A of the Employment Standards Act for the following holidays:

New Years Day	Victoria Day
Civic Holiday	Thanksgiving Day
Good Friday	Canada Day
Labour Day	Christmas Day
Boxing Day	

Heritage Day will be granted if proclaimed by the Ontario Employment Standards Act.

15. Employees will be given reasonable notice if required to work on a statutory holiday or individual lieu day. In no case will an employee be required to work less than four (4) hours on a statutory holiday or an individual lieu day, when scheduled to work.
16. Employees shall receive vacation pay on the first pay following May 1<sup>st</sup> of any year on the basis of 4% percent of their previous year's earnings.
17. A request for leave of absence for any legitimate purpose shall be considered by the Employer and shall not be unreasonably withheld. Such permission shall be requested in writing through the Operations Manager. Permission, if granted, shall be in writing from the Operations Manager. If the request is refused, written reasons for the refusal shall be given. Employees shall normally receive a written reply to a request of leave of absence within two (2) weeks of the submitting of such request.
18. Upon request to the Employer, the Employer shall allow leave of absence without loss of seniority for their period of time that the employee is a candidate in Federal, Provincial, Regional or Municipal elections. An employee elected to public office shall be allowed leave of absence without loss of seniority during his first term of office.
19. The Employer agrees to grant written leave of absences for a period of not more than twelve (12) months to any employee who has been elected or appointed to a position with the International or Local Union, if such duties require him to have leave of absence from his Employer duties on a full-time basis - the employee to give reasonable notice.



20. The Employer will grant pregnancy/parental leave in accordance with the Ontario Employment Standards Act.
21. In the event a part-time employee is called and serves on a **jury**, or is served a subpoena by the Crown, the Employer agrees to make up the difference, if any, between **Jury Duty** pay and scheduled hours lost. The employee must notify his supervisor promptly when he is called. Any difference will be paid only on proof of attendance and the amount actually paid.
22. All employees will receive a pay slip and be paid by direct deposit to a bank of their choice on a bi-weekly basis.
23. Employees will be paid on a Thursday for the work performed during the previous two weeks.
24. The Employer agrees to contribute to the Canadian Commercial Workers Industry Pension Plan (CCWIPP). Contributions to the pension plan are made by the Company as follows:
  - Effective February 1, 2007     •   75¢ per employee per hours worked
  - Effective February 1, 2008     •   80¢ per employee per hours worked
  - Effective February 1, 2009     •   85¢ per employee per hours worked

The Employer agrees to sign the participation agreement as per attached memorandum. The Company shall forward all contribution together with a list of all part-time employees, with number of hours paid for each reporting period. They are to be submitted by the 15<sup>th</sup> of the month following.

25. Part-time employees are entitled to participate in the Sobeys Choices Group Insurance Plan in accordance with the terms of the Plan and, for current part-time employees (as of the date of ratification) in accordance with the special arrangements set out in the Letter of Agreement on Benefits.

## PART-TIME WAGES

For employees hired **before** February 1, 2004:

<b>Hours Worked</b>	<b>February 1, 2007</b>	<b>February 1, 2008</b>	<b>February 1, 2009</b>
<b>Start</b>	\$15.84	\$16.32	\$16.81
<b>500 - 2000 hours</b>	\$16.41	\$16.90	\$17.41
<b>Over 2000 hours</b>	\$17.23	\$17.75	\$18.28

- Lead Hand \$1.00 premium per hour

For employees hired **after** February 1, 2004:

<b>Hours Worked</b>	<b>February 1, 2007</b>	<b>February 1, 2008</b>	<b>February 1, 2009</b>
<b>0-2000 hrs</b>	\$15.45	\$15.91	\$16.39
<b>2000-4000 hrs</b>	\$15.97	\$16.44	\$16.94
<b>Over 4000 hrs</b>	\$16.48	\$16.97	\$17.48

**LETTER OF AGREEMENT**

**RE: UFCW Local 175 Training and Education Fund and the UFCW Local 175 Leukemia Research Fund**

**UFCW Local 175 Training and Education Fund**


Effective January 3, 1999 the Company agrees to contribute three (3¢) cents per hour paid per employee to the UFCW Local 175 Training and Education Fund, which will be forwarded to the Union office by the 15<sup>th</sup> day of the following month.

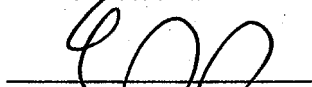
**UFCW Local 175 Leukemia Research Fund**


Effective January 3, 1999 the Company agrees to contribute three (3¢) cents per hour paid per employee to the UFCW Local 175 Leukemia Research Fund, which will be forwarded to the Union office by the 15<sup>th</sup> day of the following month.

**For the Company**

  
\_\_\_\_\_  
Mark Chiarelli

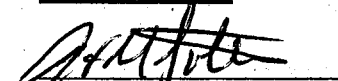
  
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Patricia McEwan


**For the Union**

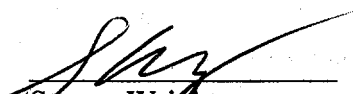
  
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Steven Wright

**LETTER OF AGREEMENT**

**RE: Article 8.02(3) Medical Certificates**

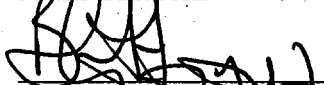
The Company will no longer require medical documentation to substantiate each and all absences. However, it is the responsibility of the employee to account for his/her absence.

Management retains the right, pursuant to Article 8.02(3) of the Collective Agreement to reasonably request satisfactory medical documentation upon the employee's return to work. The cost of such medical documentation is the responsibility of the employee.

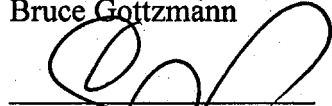
**For the Company**



Mark Chiarelli



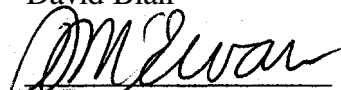
Bruce Gottzmann



Candace Trapp

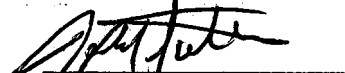


David Blair



Patricia McEwan

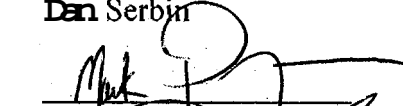
**For the Union**



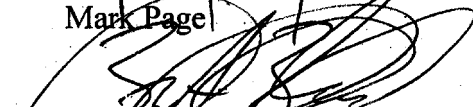
Harry Sutton



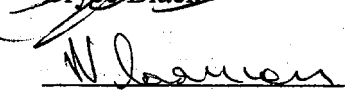
Dan Serbin



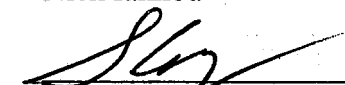
Mark Page



Bryce Black



Nick Iannou



Steven Wright

**LETTER OF AGREEMENT**


**RE: Day Shift**

The Company has no intentions to eliminate Monday to Friday day shift under current business conditions.

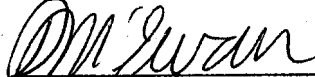
**For the Company**

  
Mark Chiarelli

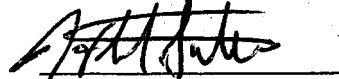
  
Bruce Gottzmann

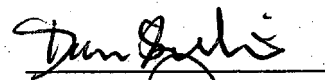
  
Candace Trapp

  
David Blair

  
Patricia McEwan

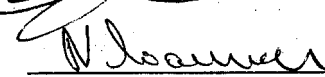
**For the Union**

  
Harry Sutton

  
Dan Serbin

  
Mark Page

  
Bryce Black

  
Nick Iannou

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**LETTER OF AGREEMENT**

**RE: Modified Work Program**

The Company agrees to provide suitable modified work that is safe for the injured worker, upon completion of an up-to-date Functional Ability Form from a certified medical professional. The Company agrees to accommodate the disabled worker until such time as the worker can return to his/her pre-injury job or the WSIB deems him/her able to return to his/her pre-injury employment.

The employee's return to work plan will be monitored by the Team Leader, Team Manager and Claim Administrator. The employee agrees to notify the Employer of any medical conditions that will affect his/her return to work, in a timely manner, to allow adjustment to the modified work program.


The Company and the Union will establish a committee of equal company and union members to deal with injured workers returning to modified duties.

The Company will advise the union committee members of the injured workers returning to work with restrictions. The committee will meet with the injured worker and look at the individual restrictions and how the individual can be accommodated according to his/her restrictions.

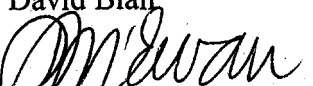
**For the Company**

  
Mark Chiarelli

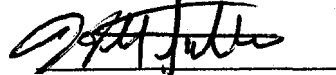
  
Bruce Gottzmann


  
Candace Trapp


  
David Blair

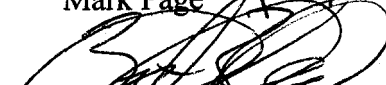
  
Patricia McEwan

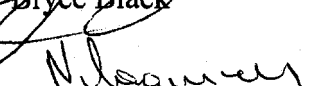
**For the Union**


  
Harry Sutton

  
Dan Serbin

  
Mark Page

  
Bryce Black

  
Nick Iannou

  
Steven Wright

**LETTER OF AGREEMENT**

**RE: Performance Pay Premium**

The Company agrees to implement a "performance pay premium" effective January 24, 1999.

Performance pay premium will be based on the following:

<u>On Time Warehouse Departures:</u>	premium ten cents (10¢) per hour worked
January 24/99 to April 17/99 (P1-3)	97.5% On Time
April 18/99 to August 7/99 (P4-7)	98.0% On Time
August 8/99 to October 30/99 (P8-10)	98.5% On Time
October 31/99 forward (P11+)	99.0% On Time

<u>Quality:</u>	premium fifteen cents (15¢) per hour worked
Quality comprises shortages, overages and selection errors on outbound selected orders.	
January 24/99 to July 10/99 (P1-6)	99.60% error free
July 11/99 to January 22/00 (P7-13)	99.70% error free
January 23/00 to July 8/00 (P1-6)	99.75% error free
July 9/00 forward (P7+)	99.80% error free

Premium will be paid on a period basis on first available bi-weekly payroll run once targets are verified.

Note: If the year to date target (client fiscal year end) is met for quality the Company Will pay retro pay for periods where targets were not met. This payment will be paid on the first available bi-weekly payroll run once target is verified.

**For the Company**

  
Mark Chirelli


  
Bruce Gottzmann

  
Candace Trapp

  
David Blair

  
Patricia McEwan

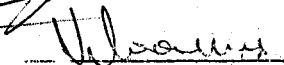
**For the Union**

  
Harry Sutton

  
Dan Serbin

  
Mark Page

  
Bruce Black

  
Nick Iannou

  
Steven Wright

## **LETTER OF AGREEMENT**


### **1. Distribution of Overtime Guidelines**


1. Overtime will be distributed to the whole shift by rotation (determined by start time and work week).
2. Each shift will have a list consisting of all the names of the employees on that shift.
3. Charts of daily running total of overtime hours worked and offered for each individual and shift will be posted on the floor - at a location which is visible to all employees.
4. If overtime is required the Company may ask for input from the Union Steward.
5. Employees must have at least eight (8) hours off between shifts.
6. All daily overtime (early and back) will be canvassed approximately two hours prior to the end of the shift, for all employees in attendance. The Company reserves the right to call additional staff at home if required. All extra shift overtime requirements will be posted for all eligible employees. They will be required to sign a posting if they are interested in working the additional shift. Shifts and hours agreed to by the employee will be deemed as scheduled hours for purposes of attendance management.
7. Union Steward or an Alternate Steward (if the Steward is not available) will be present when individuals are called for overtime. If the Union Steward or the Alternate Steward are both unavailable then a bargaining unit employee will be present.
8. Individuals and shifts will be credited with number of hours of overtime offered regardless of number of hours an individual works.
9. The period of time to equalize the overtime among the employee and shift will be within the six (6) month period.
10. Equalization shall mean that the shifts must be within 10% percent from the highest number of overtime hours worked and refused within the six (6) month period. Ten (10%) percent means that the lowest shift and individual must be within 10% of the highest shift and individual.
11. If the 10% is not met by the end of the six (6) month term, then the Company will pay the difference in hours to each individual (all hours above the 10%).

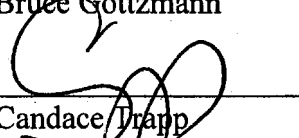


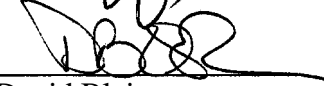
12. Each individual will be required to initial beside their name on the overtime canvass list if refusing overtime.
13. Overtime hours which are available during an individual's vacation, or while off on WSIB, Short Term Disability, Long Term Disability or on Leave of Absence will be counted towards the total overtime of the end of the six (6) month period.
14. Overtime hours available during an individuals bereavement or jury duty, which the individual is unable to work, will be made up during the six (6) month period **or** paid at the end of the six (6) month period.
15. When overtime hours are available when an employee is attending Arbitration Hearings, the individual will either be canvassed for the overtime available before the Arbitration Hearing or the hours missed will be made up during the six (6) month term or paid at the end of the six (6) month term.
16. Overtime missed due to a suspension will only be made up or paid during the six (6) month term if the employee was next on the rotation list and the suspension is totally removed from the file. Should there be a compromise or agreement decided by both parties then the overtime attributed, if any to that time, will be deemed as hours worked.
17. Modified work for individuals who are on light duties: if the overtime available is within the individuals restrictions then the overtime will be offered to those individuals.

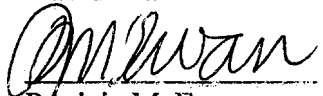
**For the Company**

  
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 Mark Chiarelli

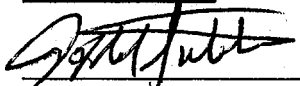
  
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 Bruce Gottzmann


  
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 Candace Trapp


  
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 David Blair

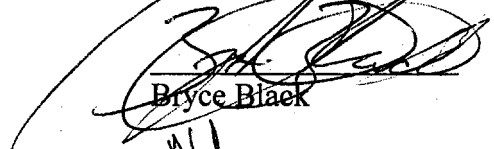
  
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 Patricia McEwan

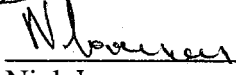
**For the Union**

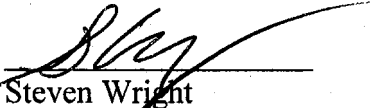
  
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 Harry Sutton

  
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 Dan Serbin

  
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 Mark Page

  
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 Bryce Black

  
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 Nick Iannou

  
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 Steven Wright

**LETTER OF AGREEMENT**

**RE: Sobeys Choices Group Insurance Plan**

All full-time employees hired before February 1, 2004 will not incur any additional cost or loss of benefit in the transition from the Manulife benefit plan to the Sobeys Choices Group Insurance Plan for the life of this Collective Agreement. Specifically, the Company will cover:

1. any premium costs over and above what the employees would be paying under the Manulife benefit plan, and
2. any difference, in benefits between the current Manulife coverage and the Sobeys Choices Plan.

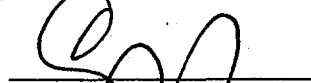
This will also apply to all part-time employees hired before February 1, 2004 if they become full-time employees.


For all part time employees hired before February 1, 2004, and for the life of the Collective Agreement, the Company will make reimbursement to a maximum of one hundred and fifty dollars (\$150.00) every two (2) years towards the cost of prescription glasses or contact lenses, upon presentation of a valid receipt.

**For the Company**

  
Mark Chiarelli

  
Bruce Gottzmann

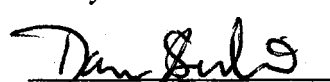
  
Candace Trepp


  
David Blair

  
Patricia McEwan

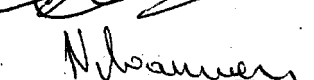
**For the Union**

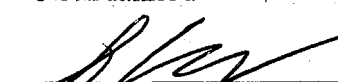
  
Harry Sutton

  
Dan Serbin

  
Mark Page

  
Bryce Black

  
Nick Iannou

  
Steven Wright

**LETTER OF AGREEMENT**

**RE: CCWIPP (Article 25.02)**

The Company has agreed to increase its contribution to CCWIPP by five cents (5¢) per employee per hour worked effective February 1, 2008, and a further five cents (5¢) per employee per hour worked effective February 1, 2009, and these increases are reflected in Article 25.02 and Appendix B part 24.

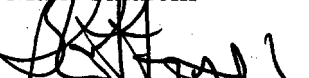
The Union and the employees in the bargaining unit have requested that these increases be directed to the CCWIPP Stabilization Fund.

The Company agrees that upon receipt and review of the documents relating to the implementation and operation of the Stabilization Fund, and upon being satisfied that contributing to the Stabilization Fund is in the best interests of the employees and the Company, and subject to the granting of regulatory approval to establish the Stabilization Fund, it will contribute the above-noted increases to the Stabilization Fund.

**For the Company**



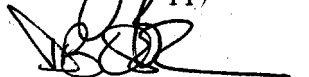
Mark Chiarelli



Bruce Gottzmann



Candace Trapp

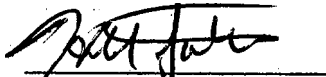


David Blair

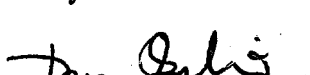


Patricia McEwan

**For the Union**



Harry Sutton



Dan Serbin



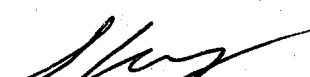
Mark Page



Bryce Black



Nick Iannou



Steven Wright

**LETTER OF AGREEMENT**


**RE: Standards**


The Company will provide additional training on engineered labour standards to the Stewards.

**For the Company**

  
Mark Chiarelli

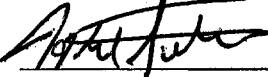
  
Bruce Gottzmann

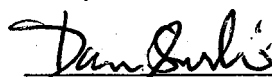
  
Candace Trapp


  
David Blair

  
Patricia McEwan

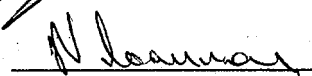
**For the Union**


  
Harry Sutton

  
Dan Serbin

  
Mark Page

  
Bryce Black

  
Nick Iannou

  
Steven Wright

**LETTER OF AGREEMENT**

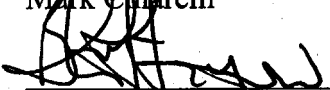
**RE: Referral to Arbitration**

With respect to Article 19.06, on any grievance where the Union notifies the Company within thirty-one (31) days of receiving the Step 3 response that it is referring the grievance to its internal review process, the Company will agree to extend the time limit for referral to arbitration to allow a reasonable time **for** the completion of the review.

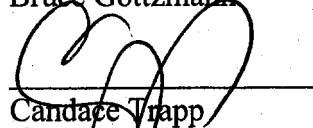
**For the Company**



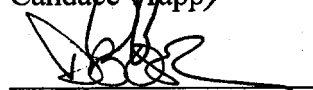
Mark Chiarelli



Bruce Gottzmann



Candace Trapp

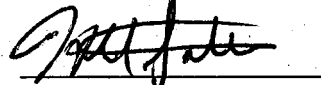


David Blair



Patricia McEwan

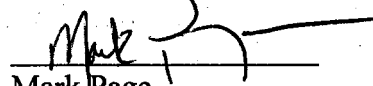
**For the Union**



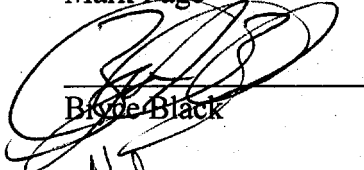
Harry Sutton



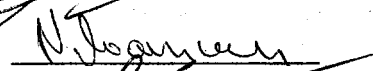
Dan Serbin



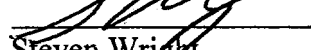
Mark Page



Bryce Black



Nick Iannou



Steven Wright

even Wri

**LETTER OF AGREEMENT**

**RE: Lumping / Pallet Washing**

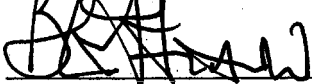
The Company agrees that bargaining unit employees will neither be assigned nor permitted to perform the following work:

- 1) Lumping (defined as manually breaking down and / or building up a pallet of inbound freight during the receiving process)
- 2) Pallet washing

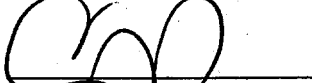
**For the Company**



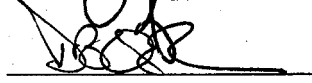
Mark Chiarelli



Bruce Gottzmann



Candace Trapp

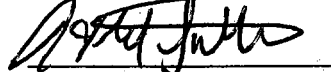


David Blair

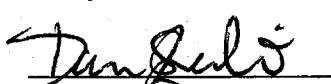


Patricia McEwan

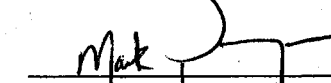
**For the Union**



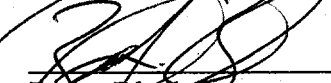
Harry Sutton



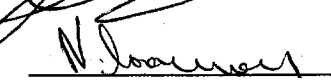
Dan Serbin



Mark Page



Bryce Black



Nick Iannou



Steven Wright  
Steven Wright

**LETTER OF AGREEMENT**


**RE: Signing Bonus**

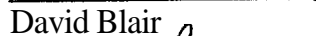
The Company will pay a one-time signing bonus of \$650.00 for each full-time employee and \$300.00 for each part-time employee in the employ of the Company on the date of ratification. Payment of the signing bonus is conditional upon ratification. The signing bonus will be paid within two (2) weeks of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

**For the Company**

  
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Mark Chiarelli

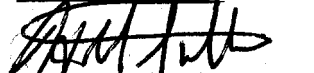
  
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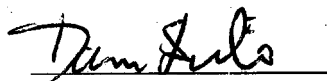
  
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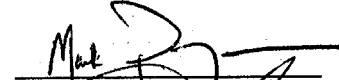
  
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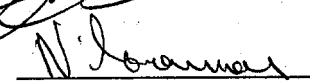
**For the Union**


  
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Harry Sutton

  
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Dan Serbin

  
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Mark Page

  
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Bryce Black

  
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Nick Iannou

  
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Steven Wright

## LETTER OF AGREEMENT

RE: Voluntary Resignation Offer

### Basic Terms

1. The Company will offer voluntary resignation packages to twenty-five (25) full-time employees in the bargaining unit.
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.

**For the Company**

  
Mark Chiarelli

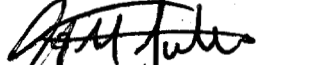
  
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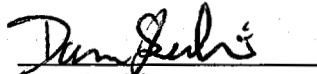
  
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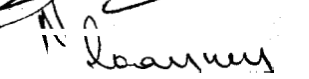
**For the Union**

  
Harry Sutton

  
Dan Serbin

  
Mark Page

  
Bryce Black

  
Nick Iannou

  
Steven Wright

## LETTER OF AGREEMENT

### **RE: Shift Bid Process**

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 Milton Retail Support Centre.

### **Process**

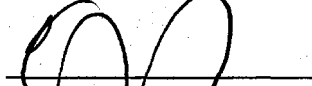
1. The Company will conduct a shift bid to facilitate placement of remaining employees.
2. The Company will provide the classification, shift and schedule requirements to meet remaining business needs including the full time and part time compliment.
3. The number of posted jobs on each shift and each 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. Management will speak with each employee in order of seniority and ask the employee to select the job they prefer. All full time employees will be canvassed for open positions (both full time and part time positions) in order of seniority and then part time employee will then in order of seniority be provided the opportunity to select among remaining positions if applicable. The Company will call the employee at home during specified times if it is not their work day. Employees must be available at the time of calling so the process is not held up. If an employee is not available the canvassing process will continue. A form will be available to employees to rank their preferences in the event that the employee is unavailable.
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.
13. 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.

**For the Company**

  
Mark Chiarelli

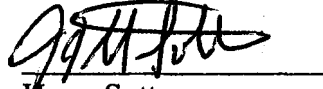
  
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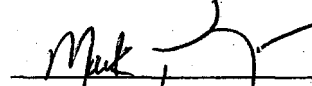
  
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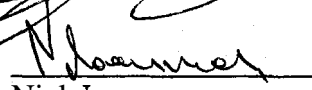
**For the Union**


  
Harry Sutton

  
Dan Serbin

  
Mark Page

  
Bruce Black

  
Nick Iannou

  
Steven Wright

## LETTER OF AGREEMENT

### **RE: Severance Package**

The following shall outline the process to be followed for severances resulting from the cessation of Sobeys' grocery operations at the Milton 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 Milton Retail Support Centre must meet all the conditions listed below:

- a. Be an employee of the Milton 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.

### **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:

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

## 5. 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.

6. Severance pay shall have the minimum statutory deductions required by law.
7. 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.
8. 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).
9. Severance pay can be directed to an RRSP at the direction of the severed employee.
10. 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 Milton 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.


11. 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.

**For the Company**

  
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 Mark Chiarelli

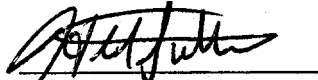
  
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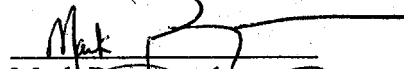
  
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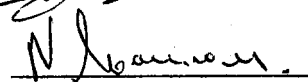
**For the Union**


  
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 Mark Page

  
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 Bryce Black

  
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 Nick Iannou

  
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 Steven Wright

**LETTER OF AGREEMENT**

**RE: Adjustment Process**

The Company agrees to participate in the UFCW Local 175 Adjustment Committee as follow :

The Company agrees to pay \$150 per employee of the bargaining unit 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.

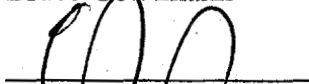
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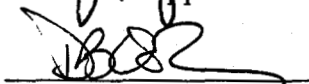
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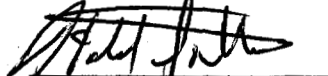


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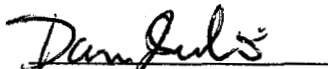


Patricia McEwan

**For the Union**



Harry Sutton



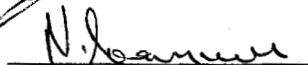
Dan Serbin



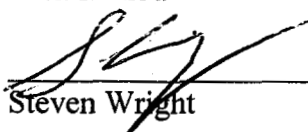
Mark Page



Bryce Black



Nick Iannou



Steven Wright

## LETTER OF AGREEMENT

### RE: Transition Bonus

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 Milton Retail Support Center.

#### GROUP B

Employees remaining employed at the Sobeys Milton 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 Milton 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 Milton 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**


<b><u>Employee Group</u></b>	<b><u>Group A</u></b>	<b><u>Group B</u></b>
Full Time	\$3000	\$3000
<del>Part</del> 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.

**For the Company**

  
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 Mark Chiarelli

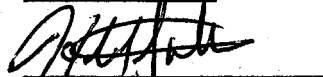
  
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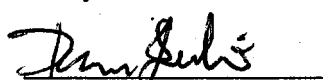
  
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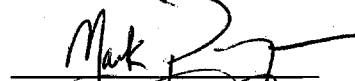
  
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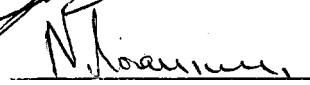
**For the Union**

  
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 Nick Iannou

  
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 Steven Wright

## OTHER WRITTEN COMMITMENTS

- e The Company acknowledges that its current practice is to apply the twelve (1%) month sunset clause (Article 4.03 (b)) in each stream of discipline, and it can not change the current practice during the life of the new collective agreement.
- The Company acknowledges that it is bound by the provisions of the Marcotte arbitration award of June 19, 2001, and specifically by Appendix B thereof.
- The Company will agree to provide, by seniority within the shift (i.e. day, afternoon or nights) and schedule (i.e. which days of the week) in which the trained employees are needed.
- The Company shall provide a cubicle as discussed in bargaining, located in a mutually agreeable location within the driver's lounge. Inside the cubicle the Company agrees to provide a desk, chair, lockable filing cabinet and telephone. The Company further agrees to make available, upon request, a room to be used by the Union. The Union acknowledges that the room shall be provided on a reasonable basis and shall not be unreasonably denied by the Company.