

COLLECTIVE AGREEMENT

Between

SOBEYS INCORPORATED
SOBEYS CAMPBELL HEIGHTS RSC
(hereinafter referred to as “the Employer”)

And



**UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL NO. 247**

Chartered by the United Food and Commercial
Workers International Union, AFL-CIO, CLC
(hereinafter referred to as “the Union”)

FIRST PRINTING

Errors and Omissions Excepted

TERM OF AGREEMENT

June 1, 2020 to June 1, 2030

Dear Union Member:

You are holding one of the most important documents you will receive at your job: your union Collective Agreement.

This document is a contract between your employer and our union that sets out the workplace rights and terms and conditions of employment for all union members at your workplace.

Every part of this agreement was negotiated with your employer by a bargaining committee comprised of your coworkers and fellow union members.

This document ensures you have better conditions than those found in non-union workplaces. Together, with engaged and empowered union members, we are committed to improving it at every opportunity.

Please help us give meaning to this agreement by reading it, asking questions about the rights it contains, and working with us to enforce it.

If you think there may be a violation of this agreement at your workplace, you have a legal right to contact a Shop Steward or Union Representative for help.

Help us build a stronger union – your union.

In Solidarity,

DAN GOODMAN
President

CATHY SHANNON
Secretary-Treasurer

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AGREEMENT

This Collective Bargaining Agreement is entered this 1st day of June 2020 between Sobeys Incorporated ("Company"), located at 18890-22nd Avenue in the Town of Surrey, BC, and United Food and Commercial Workers Local 247 ("Union").

Article 1 – PURPOSE AND RECOGNITION

1.01 The Company recognizes the Union as the exclusive collective bargaining agent of all employees of Sobeys Campbell Heights RSC, located at 18890-22nd Avenue, Surrey in the Province of British Columbia, save and except for building maintenance (including refrigeration), equipment maintenance personnel (for material handling equipment, truck and trailer repair), salespersons, supervisors, administrative and office staff (including all clerical functions such as shipping clerks, receiving clerks, office clerks, order desk clerks, etc.), quality and inventory control personnel (including cycle counting and order auditing), truck drivers, dispatchers, cafeteria employees, Retail Specialists handling store shelving, security personnel, managers and those above the rank of managers and those excluded by the Labour Relations Code.

1.02 It is understood that nothing in this Agreement limits or prohibits the Company's right to contract out, including the Company's right to use contractors and third parties in the facility without agreement from the Union. No existing full-time bargaining unit employee shall have their hours of work reduced because of the use of contractors and third parties.

Article 2 – UNION SECURITY AND DUES CHECK-OFF

2.01 It is agreed that all employees covered by this Agreement shall become and remain active members of the Union in good standing as a condition of employment.

New employees shall make application for membership in the Union at the time of their hiring and shall become and remain active members of the Union in good standing, as a condition of employment. The Employer agrees that it will inform all new employees prior to or at the time of hiring of the Union security provisions of the Agreement.

2.02 The Company agrees to provide the Union, in writing, with the name, and address and phone number of each employee, along with the employee's date of

hire. The Employer further agrees to provide the Union, once a month, with a list containing names of all employees who have terminated their employment during the previous month.

The Local Union's copy of this form will be completed within one (1) week of the employee's hire and forwarded to the Local Union Secretary-Treasurer at the time of dues remittance.

2.03 The Company agrees to deduct from the wages of each employee, initiation fees, Union dues, and assessments that are authorized by a regular and proper vote of the membership of the Union. It is the responsibility of the employee to maintain membership in good standing as outlined in the International Constitution and the Local Union Policy. The Company further agrees, automatically, to deduct Union dues from the wages of new employees.

2.04 All dues and initiation fees deducted must be remitted by cheque to the Local Union Secretary-Treasurer within fifteen (15) working days of the month following the deductions, along with a list of names and the amount of each deduction. The Union

agrees to hold the Company harmless in any dispute arising from payment of dues or Union-related fees.

Article 3 – NO DISCRIMINATION OR HARASSMENT

- 3.01 The Company and the Union agree that neither will discriminate against any employee with respect to any term or condition of employment to the extent set out in the BC Human Rights Code or any other applicable legislation. Similarly, both parties are committed to providing a harassment-free workplace.
- 3.02 Where the term “spouse” or “partner” is used in this Agreement, it shall also mean same-sex spouse or partner.
- 3.03 Where the masculine pronoun is used it shall mean and include the feminine pronoun where the context applies.

Article 4 – MANAGEMENT’S RIGHTS

- 4.01 Except as specifically limited by the express provisions of this Agreement, the Company retains exclusive right to exercise all management rights or functions.

These shall include:

- a) The right to formulate, enforce, revise and administer rules, policies and procedures covering the operations including but not limited to attendance, discipline and safety.
- b) The right to discipline or discharge for just cause.
- c) The right to select the products to be handled, choose customers, determine the methods and scheduling of shipping, receiving and warehousing, determine the type of equipment or vehicle used and the sequence of operating processes within the facility, determine the size and character of inventory and to introduce different shipping, receiving and warehousing methods. Without restricting the generality of the foregoing, the Union agrees that the Company has the right to study or introduce new or improved production methods or facilities.
- d) The right to establish work schedules, to determine the number of employees

necessary to operate any department or classification of the Company, to determine management organization for each department, to hire, layoff, suspend, promote, transfer and demote, to assign work on a temporary and permanent basis, to establish or revise reasonable performance and quality standards.

- 4.02 It is agreed that listing of the foregoing management rights shall not be deemed to exclude other rights of management not specifically listed.

Article 5 – GRIEVANCE PROCEDURE

- 5.01 Any complaint, disagreement or difference of opinion between the parties hereto, concerning the interpretation, application, operation of the Agreement, violation of the terms and provisions of this Agreement, shall be considered a grievance, subject to the grievance and arbitration provisions of this Agreement.
- 5.02 Grievances must be submitted to the Company, in writing, not later than seven (7) days from the event giving rise to the grievance, or it shall be waived by the aggrieved party.

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

Step 1: Within seven (7) days of filing the grievance, the employee, with or without Shop Steward, must attempt to resolve the grievance with his immediate supervisor. If a satisfactory settlement cannot be reached within seven (7) days of the meeting outlined in this step, the Union may appeal to the Facility Manager.

Step 2: The Union Representatives may take up the matter with the Company's Facility Manager or designee. If a satisfactory settlement cannot be reached within fourteen (14) days of the meeting held in Step 1, the matter may then be referred to Arbitration, which is outlined in Article 6.

5.04 Unless the parties agree otherwise in writing, the withdrawal or settlement of a grievance will not operate as a precedent or a prior practice for any subsequent situations.

Article 6 – ARBITRATION

- 6.01 Either of the parties may, within thirty (30) days of a decision at Step 2 of the Grievance Procedure, notify the other party in writing of its desire to submit the grievance to arbitration.
- 6.02 The parties may mutually agree to select a single arbitrator. If the parties do not agree on a single arbitrator within ten (10) days, either party may make a request for the appointment of an arbitrator by the Minister of Labour for British Columbia.
- 6.03 In rendering a decision, the arbitrator will be governed and limited by this Agreement's provisions, applicable law and the expressed intent of the parties as set forth in this Agreement. The arbitrator will have no authority to add to, subtract from, or modify any of the terms and provisions of this Agreement. The arbitrator's decision will be final and binding upon the parties, unless the arbitrator fails to comply with this Article.
- 6.04 The parties shall each pay one-half the remuneration and expenses of the arbitrator.

Article 7 – SENIORITY

- 7.01 Seniority will be established and maintained for all employees in the bargaining unit. Seniority for full-time employees shall be defined as the length of continuous service with the Company as a full-time employee. Part-time seniority is defined as an employee's most recent period of continuous service with the Company. Full-time employees shall be deemed to be senior to part-time employees in all aspects of this agreement.
- 7.02 All employees' names will appear on a seniority list as of their date of hire and be revised every month and posted on RSC notice boards. A copy of this list will be given to the Union Representative.
- 7.03 Employees will be regarded as probationary employees for the first eight hundred and forty (840) hours of their employment. Effective June 1, 2022, the probationary period will be shortened to five hundred twenty (520) hours. Seniority will start from the first date of hire and the employee's name will appear on the seniority list in order of the respective date of hire. During the probationary period new employees may be discharged by the Company due to unsuitability, at its discretion. Probationary

employees shall not be eligible for any fringe benefits unless mandated by law or unless otherwise provided by the specific terms of this Agreement.

7.04 Employees hired on the same day will have their seniority standing determined by alphabetical order of their last name, on the date of hire, with “a” being the most senior. The status of an employee’s seniority will not change because of a name change.

Article 8 – LOSS OF SENIORITY

8.01 Seniority rights shall cease and bargaining unit employment shall terminate for any of the following reasons:

1. If an employee voluntarily quits.
2. If an employee is discharged for just cause.
3. If an employee misses three (3) consecutive shifts without prior and proper notice unless circumstances beyond the control of the employee prevent such notice.
4. If an employee fails to report for work within seven (7) days after receipt of registered

notice of recall, unless a satisfactory reason is given.

5. If an employee is laid off for a period of six (6) months, or for a period of time equal to his accumulated seniority, whichever is less.
6. If an employee fails to return to work upon the conclusion of an approved leave of absence without reasonable cause, or if an employee uses an approved leave of absence for reasons other than represented to the Company.
7. If an employee accepts a position with the Company outside of the bargaining unit for a period exceeding sixty (60) days.
8. If an employee fails to take a medical examination required by a duly qualified medical practitioner.
9. If an employee retires.

8.02 Employees must provide the Company with their address and telephone number immediately upon employment. Thereafter, employees must provide the Company with any change to their address or

telephone number. This information will be provided on Company forms. Employees shall retain a signed copy of this form. Failure to comply with this Article will relieve the Company of any obligation to comply with any part of this Agreement where this information is necessary for compliance.

Article 9 – LAYOFF AND RECALL

- 9.01 The term "layoff" shall be defined as a reduction in the working force which arises from a shortage of work of two (2) weeks or greater that results in the elimination of a position. The Company will give at least seven (7) days notice of anticipated layoffs to employees and the Union where possible.
- 9.02 In the event of a layoff, probationary and floater employees will be laid off first. The Company shall then layoff regular full-time employees in reverse order of seniority on a bargaining unit wide basis.
- 9.03 Employees will be recalled in the reverse order in which they were laid off provided that the employees being recalled have the qualifications and certifications to perform the work.

- 9.04 The Company will provide the Union Representative a copy of the layoff notices, the list of employees to be laid off or recalled, as well as copies of cancellation of layoff notices.
- 9.05 A reduction of the work force for a period of less than two (2) weeks will not be considered a layoff. In these circumstances the Company will adjust the workforce by canvassing for volunteers within the affected classification(s) and department(s) and granting leave based on seniority. If following this procedure there remains a need to adjust the workforce further, the most junior employee(s) in the affected classification(s) and department(s) will be displaced.
- 9.06 An employee because of a lack of qualification or certification who may be laid off out of line of seniority, or who may not be recalled by seniority will be given a seven (7) day training period to become qualified.

Article 10 – CLASSIFICATIONS, MINIMUM HOURLY RATES AND PREMIUMS

- 10.01 The following are the minimum hourly rates of pay for all employees covered by the terms of this Agreement.

Hours	2020	2021	2022	2023	2024
0 – 1999	\$17.00	\$17.00	\$17.50	\$17.50	\$17.50
2000 – 3999	\$18.00	\$18.00	\$18.50	\$18.50	\$18.50
4000 – 5999	\$19.00	\$19.00	\$19.50	\$19.50	\$19.50
6000 – 7999	\$20.00	\$20.00	\$20.50	\$20.50	\$20.50
8000 – 9999	\$21.00	\$21.00	\$21.50	\$21.50	\$21.50
10,000 – 11,999	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00
12,000 – 12,999	\$22.50	\$22.50	\$22.50	\$22.50	\$22.50
13,000 – 13,999	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00
14,000 – 14,999	\$23.50	\$23.50	\$23.50	\$23.50	\$23.50
15,000 – 15,999		\$24.00	\$24.00	\$24.00	\$24.00
16,000 – 16,999			\$24.50	\$24.50	\$24.50
17,000 – 17,999				\$25.00	\$25.00
18,000 and over					\$26.00

Note: Sobeys and Cold Logic employees hired prior to June 1, 2020 will be placed on the above-mentioned scale at the next highest rate of pay as compared to their current rate of pay on their respective facility's scales. Employees will be credited the hours required to keep the above-mentioned new rate of pay.

Notwithstanding the above, Cold Logic employees hired prior to January 1, 2015 will be credited with 12,000 hours on the above-mentioned scale.

10.02 All wage upgrades including progression increases are effective the beginning of the first pay period following the identified dates above.

10.03 The parties agree that this Article does not prevent the implementation of additional premiums or other incentives as determined by the Company from time to time.

Where it is necessary for the Company to hire at a rate greater than the rate posted in this Article due to labour market conditions, the newly hired employees will be credited with the corresponding number of career hours to their assigned rate.

10.04 Night Shift Premium

All employees scheduled to work between the hours of 10:00 p.m. and 6:00 a.m. will be paid a premium of seventy-five cents (\$0.75) per hour for each hour worked between 10:00 p.m. and 6:00 a.m.

10.05 Lead Hands

It is understood that the Company may appoint Lead Hands at its sole discretion. When a Lead Hand is appointed, he/she shall be paid a premium of one dollar and fifty cents (\$1.50) per hour, for all hours so appointed.

10.06 Freezer Premium

All employees required to work in the Freezer shall receive a premium of fifty cents (\$0.50) per hour for each full hour worked in the freezer.

Article 11 – PART-TIME EMPLOYEES

11.01 The parties agree that the Company has the right to utilize part-time employees. The use of part-time employees will be limited to twenty percent (20%) of regular full-time work hours. However, the use of a part-time employee to replace a full-time employee who is absent for any reason will not be counted

against the limitations on the use of part-time employees.

11.02 Part-time employees will have a separate seniority list, the use of which shall be limited to determining the order in which the part-time employees can apply for full-time positions. If a part-time employee, applying for full-time position, has not completed his probationary period prior to electing regular, full-time status, the probationary period must be completed before the employee will be considered a regular, full-time employee.

11.03 Part-time employees will be offered regular, full-time positions before the Company hires from the outside. The seniority date for a floater employee electing regular, full-time status will be the date they are granted regular, full-time status.

11.04 Eligibility for paid time off and fringe benefits for part-time employees will be governed by the Employment Standards Act (ESA).

Article 12 – OVERTIME PAY

12.01 All hours worked in excess of eight (8) or ten (10) as applicable, on a daily basis, or forty (40) hours a week

will be paid at the overtime rate of one and one-half (1.5) times the employee's regular hourly wage rate. All hours worked in excess of twelve (12) hours in a day will be paid at the overtime rate of two (2) times the employee's regular hourly wage rate.

12.02 There will be no pyramiding of overtime. Holiday premium pay will be considered overtime for purposes of this pyramiding prohibition.

12.03 Overtime will be first offered in order of seniority by department to those on shift and mandated in reverse order of seniority by department to those on shift.

Article 13 – HOURS AND SCHEDULES OF WORK

13.01 The regular work week shall consist of five (5) days of eight (8) consecutive hours, or four (4) days of ten (10) consecutive hours. The Company retains the right to establish various shift configurations provided that such shifts are in accordance with applicable legislation.

13.02 Work weeks and starting times for employees will be established to meet the requirements of the Company. Starting times will be posted no later than

Friday of the previous week. This shall not be construed as a guarantee of any hours of work in a day or work week.

- 13.03 Upon providing at least two weeks' notice to employees and the Union, the Company may alter the regular start times. Emergency situations (unscheduled absences of employees, power failure, Acts of God, fire, computer breakdown, and the like), may require a temporary change to starting times. In this case the Company will make every reasonable effort to notify affected employees at least four (4) hours before their scheduled start time.
- 13.04 Employees will receive an unpaid thirty (30) minute meal period which shall be scheduled, consistent with production requirements, in the middle of an employee's shift.
- 13.05 Employees will receive a paid fifteen (15) minute rest period during the first half of their shift and a second, paid fifteen (15) minute rest period in the second half of their shift. In addition, employees who are scheduled to work daily overtime of at least two (2) hours will receive a third, paid fifteen (15) minute rest period.

- 13.06 Except for emergency situations, employees will have at least ten (10) hours off between work shifts unless otherwise mutually agreed.
- 13.07 If an employee reports for work on his regular scheduled shift, or is called in to work, and no work is available, he shall be paid a minimum of four (4) hours at his regular rate unless otherwise mutually agreed.
- 13.08 When the Company requires an employee to be present at a meeting called by the Company, time spent in such a meeting will be considered as time worked. This provision shall not apply to meetings where attendance is voluntary.

Article 14 – PAY DAY

- 14.01 The workweek, for payroll purposes, shall consist of seven (7) consecutive days beginning with the first shift scheduled after 12:00 a.m. on Sunday and ending with the last shift beginning prior to 11:59 p.m. on Saturday. The workday for payroll purposes is defined as a period of twenty-four (24) hours commencing with the beginning of each employee's shift.

14.02 The Company will pay all employees by bi-weekly direct deposit.

Article 15 – HOLIDAY WITH PAY PLAN

15.01 Regular, full-time employees will be entitled to the following public holidays with pay:

New Years Day	Family Day	Good Friday
Victoria Day	Canada Day	B.C. Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

15.02 When a public holiday falls on a non-working day for a full-time employee or during the full-time employee's vacation, the Employer shall pay the employee his regular wages for the public holiday.

15.03 Holiday pay will be computed on the basis of eight (8) or ten (10) as applicable, hours at the employee's regular straight time hourly rate of pay. Employees who work on the holiday will be paid time and one-half (1.5) their regular hourly rate of pay for all hours worked plus their holiday pay. In weeks in which a public holiday occurs, the number of hours paid as holiday pay shall count as hours worked for the purpose of calculating overtime.

15.04 To be eligible for holiday pay the employee must work his entire scheduled shift before and his entire scheduled shift after the holiday, unless he had an absence pre- approved by management.

Article 16 – VACATION WITH PAY PLAN

16.01 Vacation will be accrued on a Real Time Vacation basis, this means an employee will earn the applicable amount of vacation time in each bi-weekly pay period. The amount of vacation time available will be reflected on the employee's bi-weekly pay statements. Full-time employees in their first year of service must complete one year of service in order to accumulate their full annual vacation allotment. The vacation year shall run from May till April and align with the Company fiscal year. All regular, full-time employees will be eligible for vacation on their anniversary date of employment according to the following schedule :

Seniority	Vacation Entitlement
Employees with one (1) but less than five (5) years' seniority	- Two (2) weeks of vacation and 4% of their regular earnings from the prior anniversary year

Seniority	Vacation Entitlement
Employees with five (5) but less than eight (8) years' seniority	- Three (3) weeks of vacation and 5.77% of their regular earnings from the prior anniversary year
Employees with eight (8) but less than sixteen (16) years' seniority	- Four (4) weeks of vacation and 7.77% of their regular earnings from the prior anniversary year
Employees with sixteen (16) but less than twenty-five (25) years' seniority	- Five (5) weeks of vacation and 9.62% of their regular earnings from the prior anniversary year
Employees with twenty-five (25) years' seniority or more	- Six (6) weeks of vacation and 11.54% of their regular earnings from the prior anniversary year

Regular earnings include all regular wages, premiums and public holiday pay. Overtime wages and wages in lieu of notice are not included in the calculation.

Article 17 – VACATION SCHEDULING

17.01 The vacation period will extend from January 1st to December 1st of each year. The Company reserves the right to limit and/or restrict the number of employees taking vacation during peak business periods to meet the demands of the operations.

- a) The Company will post a general announcement on November 1st asking full-time employees to determine their vacation preference for the following year. With the exception of a maximum of one week that may be scheduled as single days of vacation, all other vacations must be scheduled in increments of four or five days (one work week), as applicable. It is understood that all submissions are deemed requests and that the Company reserves the right to maintain an adequately skilled workforce at all times.
- b) During the first two full weeks of November, commencing with the first Sunday of the month, eligible employees will be canvassed by seniority regarding their prime vacation preference. Employees will be entitled to two (2) weeks vacation during the prime vacation period May through September.
- c) The vacation schedules will be finalized and posted by December 1st.
- d) Employees who are going to be absent at the time of the canvassing must ensure that their

preference, if any, is submitted in writing to the Company prior to the weeks of canvassing.

- e) Seniority in each classification/department and shift concerned will be the determining factor in preference on the vacation schedule.

17.03 Part-time employees will have their vacation pay paid out annually in a lump sum in the month of June.

Article 18 – BEREAVEMENT LEAVE

18.01 If there is a death in a regular, full-time employee's or part-time employee's who has completed probation immediate family, a reasonable period of unpaid leave will be granted to the employee. Immediate family includes the employee's spouse, parent, grandparent, siblings, child, grandchild, parent of spouse, son-in-law and daughter-in-law.

18.02 To help offset the expenses associated with attending the funeral, regular, full-time employees and part-time employees who have completed probation will be compensated. In the event of the death of the employee's spouse, parent, child, sibling or grandchild, the employee will receive forty (40) hours of pay at his regular hourly rate. If the death involves

another member of the employee's immediate family, the employee will receive twenty-four (24) hours of pay at his regular hourly rate. The above hours of pay for part-time employees will be limited to the number of hours scheduled in the week in question or to the maximum above, whichever is less.

18.03 Reasonable evidence of the death may be required by the Company before payment is authorized.

18.04 Employees may split their entitled time off between bereavement and time of service.

Article 19 – JURY DUTY LEAVE

19.01 The Company will pay the difference between the amount of money per day an employee receives while serving as a member of a jury, or as a summoned/subpoenaed witness in a court proceeding, up to an amount equal to eight (8) hours of pay, at the employee's regular, hourly wage rate. To qualify for jury duty pay, an employee will be required to present evidence of time spent and payment received while on jury duty.

19.02 The employee must return to work if called and not kept at jury duty. The employee must also report to

work if released with at least three (3) hours of his work shift remaining.

Article 20 – LEAVE OF ABSENCE

20.01 Upon written application, a leave of absence of up to six (6) months without pay may be granted to an employee with seniority for valid personal or compassionate reasons at the Company's sole discretion. The Company will advise the employee of its answer within seven (7) days.

If the leave of absence request involves out of the province/country travel, the employee will be required to provide a copy of his ticket, prior to commencing the leave, clearly showing a confirmed return date that allows sufficient time to return to work at the expiration of the leave. Failure to provide the required documentation prior to commencement of the leave shall result in the leave being revoked.

20.02 Any employee of the Company (maximum of two [2] employees) elected or appointed to a full-time position in or temporarily assigned to the Local Union or National Union, will be granted a leave of absence without pay by the Company, for a period of up to twelve (12) months.

20.03 The Company agrees to grant the necessary time off up to three (3) weeks, without pay or loss of seniority, to any employee designated by the Union to attend to official Union business (maximum of three [3] employees). The Union will provide at least fourteen (14) days written notice to the Company. There shall be no disruption of the Company's operations because of a lack of available employees.

20.04 Employees who are granted leave pursuant to this Article will continue to accrue seniority.

20.05 Domestic Violence Leave

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.

Domestic violence can be any form of violence between intimate partners. The violence can be physical, sexual, emotional, or psychological abuse, including financial control, stalking, and harassment. It occurs between mixed or same-sex intimate partners, who may or may not be married, common law, or living together. It can also continue to happen

after a relationship has ended. It can be a single act of violence, or a number of acts of violence, that form a pattern of abuse.

The Employer and the Union agree that once there is verification confirmed by a written note by a recognized professional (i.e., doctor, lawyer, registered counselor), an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance can be linked to the abusive or violent situation.

Workers experiencing domestic violence will be able to access one (1) day of paid leave or any other paid or unpaid leave that may be provided for by the Employment Standards Act for attendance at medical appointments, legal proceedings, and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval.

The Employer agrees that requests for sick leave, vacation, and any other paid leaves of absence submitted by employees in order for them to deal with issues related to domestic violence shall not be unreasonably denied.

The Employer further agrees that requests for unpaid leaves of absence submitted by employees in order to deal with issues related to domestic violence shall not be unreasonably denied.

Article 21 – FAMILY MEDICAL AND FAMILY RESPONSIBILITY LEAVES

21.01 The Company will comply with all applicable provincial laws which address an employee's right to request or obtain a maternity, parental or adoption, family medical leave of absence or any other leave mandated by provincial law.

21.02 An employee is entitled up to five (5) days of unpaid leave each year to meet the responsibilities related to the care, health or education of a child in the employee's care or the care or health of any member of the employee's immediate family.

Article 22 – MILITARY LEAVE

22.01 An employee who is a member of the Canadian Armed Forces, including the Primary Reserve, and who is part of an operational deployment will, upon two (2) weeks' notice where possible, be granted a

leave of absence without loss of seniority. Employees may be required to provide documentation to support the leave request.

Article 23 – PENSION PLAN

23.01 The Company agrees to make available its pension plan to eligible employees in accordance with the Company's Pension program as implemented by the Company as amended by the Company from time to time.

Article 24 – GROUP INSURANCE

24.01 The Company agrees to make available its Health and Welfare program to eligible employees in accordance with the Group Insurance program as controlled and administered by the insurer.

Article 25 – SICK LEAVE

25.01 Full-time employees shall be entitled to forty (40) hours paid sick time in a calendar year if such absence relates to sickness. Authorization of paid time off from the sick benefit program operates on a calendar year.

25.02 The Company shall have the right to require an independent medical certificate for all absences due to illness. If requested, such certificate will be required within three (3) working days of the absence (the employee is expected to provide a certificate before returning to work, consideration will be provided for an extension when Doctor's visit is scheduled beyond three [3] days). Such certificate shall attest to the nature of the illness and length of absence and the cost will be the responsibility of the employee. The Company agrees that these requests will not be unreasonable.

25.03 The above sick days will not accumulate from year to year.

25.04 Employees hired or promoted to full-time will be eligible to accrue for sick time benefits after two (2) months of full-time service.

25.05 The employee must notify the Manager (or appointee) of his absence as far in advance as possible but at least one (1) hour prior to his regular start time. Unforeseen circumstances will be taken into consideration if time limits are not met.

The employee must provide the following information.

- Why unable to report to work (nature of illness/injury, bereavement, etc);
- estimated duration of absence (one, two, three or more days);
- how the supervisor can call him relative to his absence.

25.06 An employee returning to work from an absence as described in 25.05 must inform the Manager or his designate of his return, length of such notice required will be as determined by the Company in consideration of the length of the absence and the affect on operations.

25.07 Any employee abusing this privilege by attempting to collect absence-from-work pay under false pretences will be subject to immediate dismissal.

25.08 Employees will adhere to the company Attendance Management Policy as implemented by the Company and amended from time to time.

25.09 Any employee who is absent from work for a period of twelve (12) consecutive months for any reason

other than while on an approved LTD or WCB program, which is supported by legitimate and appropriate medical documentation validating the length of absence, will be terminated without notice or severance subject to statutory protections in the applicable human rights legislation.

Article 26 – SAFETY SHOES AND CLOTHING ALLOWANCE

26.01 After thirty days worked, employees will be reimbursed up to a maximum of one hundred dollars (\$100.00) every twelve (12) months, upon proof of payment, for the cost of CSA approved footwear with ankle protection.

26.02 All employees who work in the refrigerated areas of the facility will be provided with a jacket or freezer suit. The Company will replace a jacket or freezer suit upon return of a damaged or worn jacket or suit. Employees are responsible for the proper care and maintenance of Company issued clothing. Lost articles must be replaced at the employee's expense.

Article 27 – INJURY ON THE JOB

27.01 Employees who are injured at work and are unable to continue at their job or are sent home by the

Company because of injury shall be paid their regular earnings for the balance of the shift on which the injury occurred. If an employee is injured at work and requires medical treatment, the Company will pay the cost to transport the employee to a hospital or clinic, as well as the cost to transport the employee home or back to work.

27.02 The Company will maintain adequate first aid equipment as required by the Workers' Compensation Board. Employees who have the necessary first aid qualifications shall receive a one dollar (\$1.00) per hour premium for all hours assigned to provide the required first aid coverage. The Company will also reimburse employees the cost of a pre-approved first aid course if the employee successfully completes and passes the course. The Company reserves the right to determine the maximum number of employees it needs to have trained.

Article 28 – HEALTH & SAFETY

28.01 The Company, and the Union, will make every effort to comply in a timely manner with the Occupational Health and Safety Act and its Regulations and will

continue to co-operate in the prevention of accidents and promotion of health and safety.

28.02 The Joint Health and Safety Committee (JHSC) will have a total of six (6) members, three (3) representing the Union, and three (3) representing the Company. Each member of the Joint Health and Safety Committee (JHSC) shall be certified and a co-chair for each party will be designated. The cost of the training will be paid by the Company and the training will be provided by the Workers Health and Safety Centre.

28.03 The Joint Health and Safety Committee (JHSC) shall meet during regular working hours at least once each month or, where meetings are required as a result of an emergency or other special circumstance. The Committee shall function in accordance with all applicable Health and Safety legislation and shall actively promote co-operative efforts of continuously improving the Health and Safety of all employees of the Company. Matters relating to ergonomics shall also be considered for resolution through the JHSC. The Company shall post in a conspicuous place or places, where they will likely come to the attention of the employees, the name and work location of the members of the JHSC.

28.04 Time spent by members of the committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this Agreement.

28.05 Every injury or near-miss which involved or would have involved a worker going to a doctor or hospital must be investigated. The co-chairs or designate shall investigate the accident or incident. Any employee who fails to report an accident will be terminated.

28.06 The Company shall supply all employees with the necessary tools, equipment and protective safety clothing and devices at no cost to the employee to ensure that a job is performed safely and properly. These shall be maintained and replaced, where necessary, at the Company's expense. Employees agree to keep all Company-issued clothing and devices in good repair and shall immediately report all equipment defects to his supervisor.

Article 29 – STRIKES AND LOCKOUTS

29.01 In view of the arrangements provided by this Agreement for the orderly disposition of employee grievances, and for the handling of other matters, the parties hereto agree that there shall be no strikes or

lockouts during the life of this Agreement. The words “strikes” and “lockouts” as used are agreed to have the meaning as defined in the Labour Relations Code of the Province of British Columbia.

Article 30 – ADMINISTRATION OF DISCIPLINE

30.01 No employee shall be subject to a disciplinary interview or be given a written reprimand, warning letter, or be suspended or dismissed except in the presence of a shop steward, or in his or her absence, another member of the bargaining unit, selected by the employee. When a shop steward is present in the workplace, they shall be used as a witness for discipline unless the employee being disciplined chooses otherwise.

30.02 Verbal coaching or notes to file in an employee's personnel file shall not be considered a part of the progressive disciplinary process. Upon request, employees shall be given copies of any discipline documented in their personnel file. Where appropriate, discipline shall be conducted on Company time at or near the end of the employee's shift. A "disciplinary interview" is defined as a meeting with an employee where the Employer is intending to discipline the employee.

Article 31 – UNION STEWARDS

31.01 The Company recognizes that shop stewards may be elected or appointed by the Union. The Union shall inform the Company and post notices of the shop stewards on the bulletin boards.

Article 32 – UNION BULLETIN BOARDS

32.01 Bulletin boards will be supplied by the Union and placed in lunch rooms or other agreed upon areas in the facility. Union representatives may post bulletins regarding meeting notices, benefit information, safety information, seniority lists, and union updates. Any other bulletins will require the Agreement of the Company.

Article 33 – MISCELLANEOUS

33.01 When the term “days” is used in this Agreement, it will mean calendar days.

33.02 Management personnel may perform bargaining unit work for training, experimental and emergency purposes (including the unscheduled absence of

employees). Management is allowed to operate equipment in these circumstances.


33.03 If any provincial or federal legislation, court decision or government regulation invalidates any section of this Agreement, all other sections not invalidated shall remain in full force and effect. The Company and Union shall meet to negotiate new contract language to replace the sections which have been invalidated.

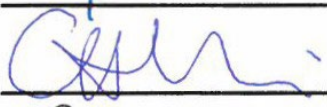
Article 34 – DURATION OF AGREEMENT


34.01 This Agreement shall be effective from the 1st day of June, 2020 up to and including the 1st day of June, 2030. Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Code of its desire to bargain with a view to the renewal of the expiring Collective Agreement at any time within a period of ninety (90) days before the expiry date of the Agreement. Following such notice to bargain, the parties shall meet within fifteen (15) days of the notice or within such further period as the parties mutually agreed upon.


SIGNED this 12th day of November, 2019.

For the Company:







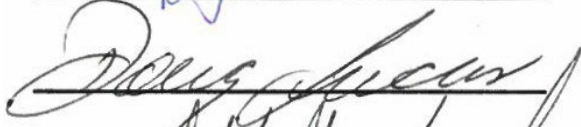


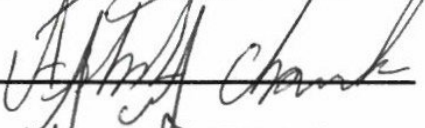



For the Union:

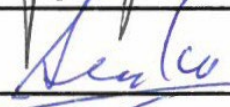





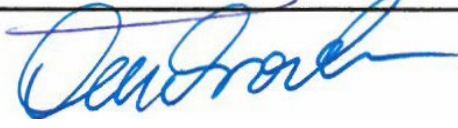












LETTERS OF AGREEMENT

BETWEEN

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 247

AND

SOBEYS INCORPORATED

No. 1 – Re-opening

The Union and Employer agree as follows:

1. Within six (6) months immediately preceding June 1, 2025, or any subsequent anniversary date thereafter, either party may give notice to the other party to negotiate changes in the current collective agreement (excluding Article 1). This process shall occur a maximum of one (1) time in the term of the agreement and not later than June 1, 2028.
2. If the parties are unable to agree on what if any changes are to occur, the parties shall resolve their dispute through final offer selection interest arbitration for a binding settlement.

3. The parties will agree to the appointment of the interest arbitrator.
4. Each party shall formulate their own final offer, which shall include the items previously agreed to in their negotiations.
5. The final offer selection arbitrator shall hear submissions from each of the Parties and then select one of the final offers. The final offer selection arbitrator shall take into consideration the economic and competitive climate of the Employer's business, and the interests of the parties.
6. The final offer selection arbitrator shall not have the power to change the expiration date of this collective agreement which is June 1, 2030.
7. This letter will expire on January 1, 2029 and will not be renewed.

No. 2 – Job Posting

Promotion within the bargaining unit shall be based on seniority provided the senior employee has the ability and qualifications to perform the normal requirements of the job. Promoted

employees will be given a maximum fifteen (15) working day trial period in which to qualify. If the applicant is not successful, he shall then be returned to his previous job and rate of pay and the next senior qualified employee will be offered a trial. If the second employee is unsuccessful the Company may make its own selection for the job opening among the employees who applied for the work assignment.

When long-term bargaining unit work assignments become available as determined by the Company, the Company shall post the vacancy for seven (7) working days. All postings shall indicate start time, days off, classification and department. Vacancies will be posted as soon as possible to ensure that whenever possible, the successful applicant starts in their new position as soon as possible. Employees absent from work on vacation shall be granted the opportunity to bid on job postings, provided they do so within two (2) weeks of the date of the job posting.

All posted positions shall be awarded within ten (10) working days of the posting process being completed unless not operationally feasible. The successful applicant for the position will start their new position within a reasonable period. The name of the successful applicant will be posted on the communication board.

Notwithstanding this Letter, to provide flexibility and react to changing manpower requirements, any employee regardless of whether they may have been successful in a job posting, may be required to perform any task or job that is assigned to him for which he is properly trained. The employee so assigned will then perform that task or job.

No. 3 – Single Days of Vacation Protocol

1. Further to Article 17.01 (a), full-time employees may use a maximum of one (1) week of their entitlement in less than full week increments.
2. All requests for single-day increments must be provided to the Facility Manager at least fourteen (14) days in advance and will be approved at the Company's sole discretion but will not be unreasonably denied. This notice period can be waived by the Company at its discretion.
3. All individual days of vacation must be scheduled or taken by October 1st of each year. Those days that are not scheduled or taken by October 1st will be scheduled by the Company at its sole discretion.

No. 4 – Full-Time to Part-Time Employment

Full-time employees will have the ability to change to part-time status once during the term of the collective agreement for reasons other than working at alternative full-time employment. Employees may make this request during the period of January 10th to November 30th of any given year. Changes will be made in a timely fashion as to not interfere with efficient operation of the business.

Should the employee return to full-time status via the job posting process within twelve (12) months of the original status change, they will return to their original full-time date, otherwise they will receive a new date based on the successful posting.

No. 5 – Joint Labour Management Meetings

The purpose of the Joint Labour Management Meeting (JLM) is to encourage open and candid discussion on topics and issues that arise at facility level, so that Union Stewards and Management can work collaboratively to find solutions that can be implemented in a timely manner. Meetings will take place

upon request of either party and will include a minimum of one (1) Union Steward who will be scheduled to attend the meeting, along with the Facility Manager or designate. It is intended that Union Representatives will also be present at these meetings.

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