

COLLECTIVE AGREEMENT

SOURCE	Comp.		
EFF.	93	03	17
TERM.	96	03	16
No. OF EMPLOYEES	9,255		
NOMBRE D'EMPLOYÉS	df		

BETWEEN

CANADA SAFEWAY LIMITED

Covering the areas of

(403) 730-3946

**Edmonton, Calgary, Camrose,
Wetaskiwin, Red Deer, Banff,
Brooks, Medicine Hat, Taber, Lethbridge,
Fort McMurray, Grande Prairie**

AND

**UNITED FOOD AND COMMERCIAL WORKERS,
LOCAL 401**

Effective 17 March, 1993

Expiring: 16 March, 1996

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The following wording applies to all cities and towns **as** outlined on Page #1, unless otherwise indicated at the beginning of a section or paragraph.

Also, wherever there is a reference to "Bargaining Unit" in this Agreement, this refers to the separate areas **as** referred to on Page #1.

CLARIFICATION OF ITEMS

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

THIS **COLLECTIVE AGREEMENT** made this day of , 1993.

BY AND BETWEEN

CANADA SAFEWAY LIMITED, a body corporate carrying on business in the Cities of Edmonton, Calgary, Fort McMurray, Grande Prairie, Camrose, Wetaskiwin, Red Deer, Taber, Brooks, Medicine Hat, Lethbridge and Townsite of ~~Barff~~, covered under separate Certifications, but combined under one Agreement; hereinafter referred to as "the Employer"

AND

UNITED FOOD & COMMERCIAL WORKERS, Local 401, chartered by the United Food & Commercial Workers International Union; A.F.L.; C.I.O.; & C.L.C.; hereinafter referred to as "the Union"

WHEREAS: The Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer and the employees covered by the terms of this Agreement and desire to provide methods of fair and amicable adjustment of disputes which may arise between them.

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

ARTICLE 1 - BARGAINING AGENCY

1.1 The Employer recognizes the Union as the sole agency for the purpose of Collective Bargaining for all employees coming under the provisions of this Agreement employed in the stores owned and/or operated by the Employer in an area within twenty-five (25) miles of the City or Town limits, except those in the meat sections, Pharmacy Managers, Assistant Pharmacy Managers, Pharmacists, Pharmacy Interns, Location Managers and Store Supervisors (as per Letter of Understanding). **Calgary Only: Those employed in in-store bakeries (production Only). Food For Less Only:** Assistant Store Managers, Variety Manager, Grocery Manager, Produce Manager, Bakery Manager, Apprentice Pharmacists, Cosmetic Supervisor, Floral Supervisor, Office Supervisor.

(Southern Alberta Only) - It is understood that Articles 2, 3, 4.5, 4.7 and Appendix "A" shall not apply to the Assistant Managers who act as relief managers. Article 3.1 shall apply when the employee applies for union membership. (The above applies to conventional stores only).

With regard to the matter of the Assistant Manager classification, it is hereby agreed by the parties to this Agreement that any employee who was appointed after October 2, 1978, to the aforesaid classification, shall be reinstated and/or

become and remain a member of the Bargaining Unit as set forth in Articles 2 and 3 of the Collective Agreement.

1.2 The Employer and the **Union** shall meet prior to any contemplated new store openings (which are outside the 25 mile limit of the City limits and are not covered by a current Collective Agreement) to discuss the contemplated condition of employment at said location. If the Employer and the **Union** reach an agreement on wages, hours, working conditions and term of a proposed Collective Agreement, then the Employer will sign a document granting voluntary recognition to the **Union** and a Collective Agreement containing the agreed-upon terms will be signed between the Employer and the **Union** forthwith, covering all employees of the Employer at said location, save and except meat sections, Pharmacy Managers, Assistant Pharmacy Managers, Pharmacists, Pharmacy Interns, Location Managers and Store Supervisors (as per Letter of Understanding. **Food For Less Only:** Assistant Store Managers, Variety Manager, Grocery Manager, Produce Manager, Bakery Manager, Apprentice Pharmacists, Cosmetic Supervisor, Floral Supervisor, Office Supervisor.

Should the Employer open Food For Less stores other than those presently open, then the Employer and the **Union** will meet to discuss the application of this Agreement to that particular store.

Should the Employer convert an existing conventional Safeway store to a Food for Less store, then the Employer and the **Union** will meet to discuss the application of this Agreement to the particular store.

ARTICLE 2 - UNION ESTABLISHMENT

2.1 The Employer agrees to retain in its employ within the Bargaining Units, as outlined in Article 1 of this Agreement, only members of the **Union** in good standing. The Employer shall be free to hire new employees who are not members of the **Union**, provided said non-members, whether part- or full-time employees, shall be eligible for membership in the **Union** and shall make application within ten (10) days after employment and become members within thirty (30) days.

2.2 **Form Letter**

The Employer agrees to provide each new employee at the time of employment with a form letter, outlining to the employee his/her responsibilities in regard to **Union** membership and outlining the provisions of Article 5.7 of this Agreement; and to provide the **Union**, in writing, with the name and address of each employee to whom the letter was presented along with the employee's date of hire. The **Union** shall bear the expense of printing the letter, the contents of which to be such that it is acceptable to the Employer. The Employer further agrees to provide the **Union**, once a month, with a list containing the names of all employees who have terminated their employment during the previous month.

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ARTICLE 3 - DEDUCTION OF UNION DUES

3.1 The Employer agrees to deduct from the wages of **each** employee, upon proper authorization from **the** employee **affected, such** initiation fees, assessments and union dues **as are authorized** by regular and proper vote of the **membership** of the **Union**. The Employer further agrees, automatically, to deduct union dues and **initiation** fees from the wages of all new employees. The employee **shall, within** thirty (30) **days** after commencement of employment, provide the Employer **with a** signed authorization for **such** deductions. Monies **deducted** during **any** month shall be forwarded by the Employer to the President of **the Union** not **later** than the **fifteenth** day of the **following** month, and accompanied by **a written** statement of the **names** of the employees for **whom** the deductions were made and the amount of **each** deduction. **Dues** check-offs are **to be** submitted on **a** monthly or four-week basis.

Commencing **with** the **first** week of employment, initiation fees shall be deducted in four weekly instalments.

3.2 The Employer agrees to have the membership application forms, dues and initiation fee deduction forms signed by the employees at the time of **hiring**.

3.3 The Employer agrees to list **Union** dues deductions of the employees **on the T-4** ~~Income Tax form for all employees in the Bargaining Unit.~~

3.4 The Employer agrees **to** list the members of the Bargaining Unit on the **check-off sheets** by **store** and to arrange the listing alphabetically by last name.

3.5 The **Union will** give the Employer four **(4)** weeks' notice prior to changing the amount of dues to be deducted.

ARTICLE 4 - BASIC WORK WEEK, OVERTIME, GENERAL HOLIDAYS

The Employer **reserves** the right to schedule hours of **store** operations, employee hours of work, rest periods, meal periods and overtime work, subject to the **following** provisions.

4.1 **Basic Work Week**

(a) Except **as** provided **in** 4.1(d) and Letter of Understanding **No. 22**, the basic work week for an employee **working** full-time shall be forty (40) hours.

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For the purpose of this clause, a full-time employee shall be considered one who, **normally**, works forty **(40)** hours **per week**, or is compensated for same, once a full-time vacancy has been deemed to exist **as per** Article 9.11. **New** employees who, normally work forty (40) hours per week shall be considered full-time after completing the probationary period, as provided in Article 9.2 of **this** Agreement.

- (b) Daily hours of work shall be consecutive with the exception of rest and meal periods. No split shifts shall be worked.

The Employer agrees that no full-time employee will be required to work more than two (2) nights per week (after 6:30 p.m. for customer shopping convenience) except in case of an emergency. It is understood that this shall not preclude employees from requesting that they be allowed to work when the store is open for sales after 6:30 p.m. There shall be a fair rotation of all night work when the store is open for business, insofar as this is practical for store operation. It is understood that this excludes Courtesy Clerks.

- (c) The hours of work for employees in a week when a holiday occurs and as are recognized, as referred to in Article 4.3, shall be reduced by eight (8) hours for each holiday so recognized. It is clearly understood that the Employer will be under no restrictions regarding days off, shift schedule and days of store operation during such weeks.

All time worked in excess of the reduced basic work week shall be compensated for at the rate of time and one-half (x 1-1/2).

It is understood the basic work week shall be reduced by the number of hours proclaimed, recognized and observed. A half-day is understood to be four (4) hours.

(d) Assistant, Produce and Bakery Managers

Notwithstanding the foregoing, Assistant Managers, Produce Managers and Bakery Managers shall work a basic work week of forty three (43) hours, to be scheduled as two (2) eight (8) hour days and three (3) nine (9) hour days (conventional stores only).

4.2 Overtime Pay

- (a) All time worked in excess of the basic work week, as defined in sub-article 4.1 (a) and 4.1(d), or the regular daily hours scheduled by the Employer, shall be worked only after authorization by management. All employees shall be paid at time and one-half (x 1-1/2) their regular rate for time worked in excess of the basic work day and basic work week as set out in Articles 4.1(a) and (d) respectively or the reduced work week as defined in Article 4.1(c). Compensating time-off shall not be given in lieu of overtime pay.
- (b) Where an employee works more than ten (10) continuous hours in any one (1) day, (more than eleven (11) in the case of a nine (9) hour basic work day), the employee shall be paid at double (x2) their regular hourly rate of pay.
- (c) A part-time employee who completes the basic work week shall be compensated as in (a) and (b) above,

(Southern **Alberta Only**) - Any time, **worked** by a **part-time** employee **in excess** of five (5) days **in** a week **will be compensated** for **at** time **and one half** (1 1/2) the **regular** rate. **All employees are required** to leave the store **at the completion** of their shift.

(d) Overtime **shall** be by mutual consent-and, where practical, **shall be** offered to the **most** senior employees on the *shift*, provided the employee **has** the ability and qualifications to perform the required overtime work. If the senior employees do not wish to accept the overtime, the Management shall have the right to assign such work **to** such junior employees who have the **necessary** ability and qualifications and who are at work at the time.

(e) **Overtime - Rest Periods**

If an employee is requested to work **more than** one (1) hour but no more **than** two (2) hours' overtime continuously with the **regular** shift, he/she **will be** given a **fifteen-(15)** minute paid **rest** period. The **break** will be taken before the commencement of the overtime.

If an employee is required to work more than two hours overtime, he/she **will** be granted an optional half (1/2) hour unpaid **meal** period in addition to the above mentioned **rest** period.

(f) (**Southern Alberta Only**) - **Full-time** employees **working** on their day off **shall be compensated** **at double their** regular **hourly rate**.

4.3

General Holidays

(a) The following **days** shall be paid general holidays:

NEW YEAR'S DAY	LABOUR DAY
FAMILY DAY	THANKSGIVING DAY
GOOD FRIDAY	REMEMBRANCE DAY
VICTORIA DAY	CHRISTMAS DAY
CANADA DAY	BOXING DAY
1ST MONDAY AUGUST	

and HERITAGE DAY, if and when proclaimed by Federal or **Provincial** Governments.

and all other public holidays **proclaimed** by the Federal, Provincial or Municipal Governments; provided, that all other **major grocery stores** **close** on any such holiday proclaimed.

(Banff Only) - It is **mutually agreed** that the August 1st Holiday (**Calgary Civic Holiday**) **will be treated** as a **General Holiday**.

In the case of a general holiday proclaimed by a City or Municipality, only those ~~stores~~ of the Employer in that City or Municipality shall be affected by the requirements of this Article.

- Provided he/she works her/his **regular** scheduled full work day before and after the holiday, **unless** absent due to bona fide **illness** or accident, employees regularly **working** full time shall receive eight **(8)** hours' pay for **each such** holiday.

(b) Pay for Work on a Holiday

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Employees required to work on a holiday shall be compensated at **the rate** of double (x2) their **regular** hourly rate for **each** hour worked. The Employer will schedule all employees to work on General Holidays on a fair **rotation** basis.

4.4 General Holidays for Part-Time Employees

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All part-time employees who have been employed thirty calendar days or **more** and have worked an average of at least thirty (30) hours or more **per** week in the four weeks preceding the week **in** which a general holiday occurs, shall receive eight **(8)** hours' pay for **each** holiday. Time worked **in** excess of thirty two **(32)** **hours of actual** work during a week in which a general holiday occurs, **shall be** paid at the rate of time and one-half (1-1/2).

All part-time employees who have been employed thirty calendar days or more and have worked an average of at least eighteen (18) hours in the **preceding** four weeks shall receive **six** (6) hours' pay at his/her regular hourly rate for **each** holiday observed under this Agreement.

In calculating the foregoing averages all hours worked by a part-time employee to a **maximum** of **forty (40)** **per** week will be used in calculating the Statutory Holiday Pay entitlement.

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Employees other than those regularly **working** full time shall be paid for the number of hours they, normally, would have worked on such a day if it **were** not a holiday; provided they worked their scheduled **working day** prior to and following the holiday, **unless** absent due to bona fide **illness** or accident **and** provided the employee produces a medical certificate if the Employer **so** requires, prior to the employee **returning** to work.

Part-time employees **working** in a week in **which** a holiday falls shall receive equal treatment with full-time employees in respect to receiving overtime pay for those hours worked in excess of the reduced work week.

Part Time Employees Working During a Statutory Holiday Week

Part time employees who are not scheduled to work on a statutory holiday may be mutual agreement be scheduled to **work** up to forty (40) hours at the **straight** time **rate** of pay. The above noted hours will be distributed in accordance with weekly seniority.

4.5 Posting of Schedules

The Employer shall post the weekly work schedule (Written in ink) for all employees not any later than Saturday noon to cover a two week period. **An** employee's schedule may be **changed** without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies **such as fire**, flood, breakdown or machinery, or other **instances** of force majeure. **An** employee whose schedule **is** changed by reason of the foregoing will be notified **as soon as possible**.

In **all** other cases at least two (2) days' notice of any change must be given, or four (4) additional hours' pay at the employee's applicable rate given in lieu of proper notice.

It **shall** be the Company's responsibility to notify all employees affected by a **change** in their schedule.

There shall be a daily **starting** time for **each** employee. Daily hours of **work** for full-time employees shall be consecutive with the exception of meal periods.

4.6 Meal Periods - Full-time Employees

(a) Full-time employees working **six** (6) hours or **more** shall be scheduled by the Employer for a meal period of not more than **sixty** (60) minutes without pay. This **shall** commence not earlier than **three** (3) hours nor later than five (5) hours after the **start** of the employee's shift.

Upon mutual agreement an employee's lunch break may be less than one (1) hour's duration.

Meal periods **will** be scheduled **as near** mid-shift **as possible**. Similarly, **rest** periods **will** be scheduled **as near** to midway between the **meal** period and the commencement and **finish** of a shift, **as possible**.

(b) Rest Periods

An employee working **six** (6) hours or **more** shall be scheduled by the Employer for two (2) **rest** periods not to exceed fifteen (15) minutes **each; to** commence not earlier than one (1) hour after the **start** of the **shift** nor less **than** one (1) hour before either the meal period or the end of the shift. If **an**

employee abuses this provision he/she **will** be subject to discipline, **as** determined by the Employer, which shall **be** subject to the grievance procedure.

(c) Meal Periods & Rest Periods - Part-time Employees

- (i) **An** employee working a daily *shift* of four **(4)** hours will have one **(1)** **rest** period not to exceed fifteen **(15)** minutes.
- (ii) A dally **shift** of **more** than five **(5)** hours, but less than seven **(7)** hours, **will** have two **(2)** paid **rest** periods of **fifteen (15)** minutes duration **each** which may be scheduled **as** follows, if mutually agreeable.
 - (1)** combine the two **(2)** rest periods at midshift;
 - (2)** two **(2)** rest periods **as** per **usual** practice with a half-hour **(1/2)** hour for lunch break unpaid.
- (iii) An employee working a **shift** of seven **(7)** hours or more **shall be** scheduled for two **(2)** **rest** periods not to exceed **fifteen (15)** minutes and one **(1)** lunch period without pay. If an employee abuses this provision he/she **will** be subject to discipline **as** determined **by the** Employer; **which shall be** subject to **the grievance procedure.** **Rest** periods, **as** described above, shall be with pay. Except in cases of emergency, meal and rest periods will be uninterrupted.

Meal **periods** will be scheduled **as near** mid-shift **as possible**. Similarly, rest periods **will** be scheduled **as** near to midway between the meal period and the commencement and finish of a shift **as possible**.

(d) Missed Rest Periods

Should an employee be unable to take a scheduled **rest** period, they will **be** compensated for the missed **rest** period at the applicable straight **time** or overtime rate.

4.7 **Time Cards and Time Clocks**

The Employer shall provide a time clock to enable employees to record their time for payroll **purposes**. Employees shall record their **own** time at the time they **start** and **finish work** and the time they commence and **return** from **meal** periods **and such** other recordings **as** may be required by the Employer.

Completed time **cards** or attendance reports for employees on the Time and Attendance system will be made available for inspection by the Union for purpose of checking the proper recording and payment of **time** worked.

Employees' seniority dates (for the purpose of **call-in** to work) shall be placed on the weekly work schedule, beside their **names**.

The employees will record their time in ball-point **pen**. Any employee who, for any reason, fails to record all time worked in the manner required by **this Article**, **shall** be penalized **as** follows:

1st Violation: Three (3) **working** days' suspension without pay during **one week**; the employee **will** be permitted to work only two (2) **days** during **such** a week.

2nd Violation: Two (2) **weeks'** suspension without pay.

Management agrees to assume its full responsibility in **Seeing** that all employees are compensated for all time worked. Management personnel who, intentionally, violate **this** provision will be **disciplined in a similar** manner, at Management's discretion, to that set out above, by the Employer.

Suspension shall be implemented within one month of notification by the **Union** to do **so unless** a longer period is mutually agreed upon by the **Union and the Employer**, or in the event that the requested suspension become subject to **the** grievance procedure. Any dispute arising **as a result** of the above provisions shall be **subject** to the Grievance and **Arbitration Articles of** the Agreement.

An employee who is **working** on Saturday will have the opportunity to complete his/her time card at the end of the **shift**.

4.8 Sunday Work

- (a) Sunday shall be considered the **first** day of the employee's basic work week for all purposes of **this** Collective Agreement.
- (b) **Work** on Sunday shall be voluntary.
- (c) Sunday **work** shall be rotated among those who volunteer.
- (d) Employees **will** be given the opportunity to declare their availability for Sunday work and will further be given the opportunity to notify the Employer of changes in their availability four times per year - January 1, April 1, July 1, and October 1.
- (e) Employees who are hired after February 14, 1987 and have agreed to work Sunday will not **restrict** their availability for Sunday work on a **regular** basis, and will be rotated **as** described in (c) above.
- (f) If sufficient employees are not available to work on Sundays, the Employer shall have the right to schedule hours according to "reverse seniority"

provided the employee has the ability to perform the work required.

- (g) In addition, employees who have not restricted their Sunday availability may ~~request~~ Easter Sunday off. Such requests must be submitted in writing to the Store Manager four (4) weeks before Easter Sunday.
- (h) **ALL** employees who work on Sunday shall receive in addition to their **straight** time hourly rate, a premium of One Dollar (\$1.00) per hour, for **each** hour worked on Sunday.

4.9 Assistant Managers and/or Premium Rate Clerks

In stores where night shopping is in effect, one (1) assistant manager shall be appointed (conventional stores only).

4.10 (a) Night-shift Premium

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ALL hours worked by an employee between ten (10:00) p.m. and seven o'clock (7:00) a.m. shall be considered **as** shift work and paid for at the applicable straight time/overtime rate plus seventy five (\$.75) cents per hour **Shift** Premium for each full hour worked during this period.

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Night shift premium pay shall not be added to the employee's **hourly rate** of pay for the purpose of computing overtime pay.

Required Time Between Shifts

There shall be an interval of not less than ten (10) hours between shifts for an employee. An employee who **is** not allowed ten-(10) hour intervals between shifts shall be paid the rate of the and one-half (x 1 1/2) for time worked prior to the expiry of the ten-(10) hour interval.

(b) Night Stocking

- (i) In stores where night stocking is in effect, there will be one (1) clerk appointed "to be in charge" of the night-stocking crew to be **known as** the "Premium Rate Clerk". A premium rate of One Dollar (**\$1.00**) per hour **will** be paid to the "Premium Rate Clerk" for all time so appointed.
- (ii) Normal night stocking shall not exceed four (4) weeks over an eight-(8) week period. Under unusual circumstances and by mutual agreement between management, the employee and the Union, the time limit **set** forth **in** this paragraph may be altered.
- (iii) **No** clerk shall be required to work alone on the premises on the night shift.

(iv) **Regular Night Stocking**

An employee assigned to regular night stocking shall have the same starting time *each shift* for the calendar week. The foregoing shall not apply in stores where night stocking is not in effect five (5) nights per week. In such stores the following alternate scheduled plan may be adopted:

- 1) There shall be not more than one (1) **midnight shift** with other shifts during the week, being either day or afternoon shifts.
- 2) The midnight shift commences **Sunday** midnight only, **Sunday** shall be considered the first day of the work week.
- 3) Night-shift work shall be on a fair rotation of all staff working in the area concerned.
- 4) **(Southern Alberta Only) Employees on a night shift shall have a half hour meal break.**

The above shall be subject to emergencies in Article 4.5 or when employees, subject to the approval of Management and the Union, desire a modified shift.

The Employer will endeavour to schedule night crews on a consecutive-day basis whenever possible.

When an employee is rotated from assigned day shifts to a series of night stocking shifts, then the Saturday preceding their first midnight shift shall be designated as their regular day off for the week preceding the shift of night stocking work.

(c) **Clerk in Charge Premium**

A premium of One dollar (\$1.00) per hour will be paid to an employee designated as Clerk in Charge who, in the absence of the Store Manager, Store Supervisor or Assistant Store Manager, assumes responsibility for the operation of the store and acts in this capacity for a period of two (2) consecutive hours or more.

As an exception to the foregoing, a Clerk in Charge who is present for night shopping hours or responsible for lock-up at the close of business, shall be paid the premium from the time the Store Manager, Store Supervisor, or Assistant Store Manager are absent from the store.

An employee will not receive both the Lead Hand (Premium Rate Clerk) and Clerk in Charge premium.

(d) Clerk in charge hours will be indicated on the work schedule.

4.11 Days Off

The Employer **will** schedule full-time employees **two (2)** consecutive **days** off (Saturday-Sunday) or (Sunday-Monday) once every four weeks, **and when** practical, the schedule will provide for fair rotation of the above combinations.

Further, should **an** employee desire to have some other days off at the ~~time~~ **he/she**, normally, would be schedule for two **(2)** consecutive days off, **as set out** above, they shall advise the Employer, in Writing, before the Schedule for **the week** in question is posted, and if same occurs, the employee **will** forfeit **his/her** two **(2)** consecutive days off in that four-(4) week period.

Days off to be attached to vacations after ~~giving~~ the Employer thirty (30) **days'** notice.

ARTICLE 5 WAGES

5.1 Job Classifications

If the Company desires to introduce **a** new job classification they will meet with **the Union** to negotiate the ~~rates~~ and conditions **for the job**. ~~If the~~ Company and the Union cannot negotiate the rates and conditions then the matter will **be** referred to arbitration for resolution. **This** will occur prior to the classification being implemented. ~~V. Reddy or D. Munro of Vancouver, British Columbia will~~ arbitrate **within** sixty (60) days of being requested to do **so** by either party.

5.2 The Employer **agrees** to pay all persons covered by the terms of this Agreement the Schedule of Wages **as** set out in Appendix "**A**" of this Agreement during **such** time **as** this Agreement is in force, effective on dates **as** shown; and provided that, if an employee **is** receiving an hourly wage rate or premium rate for night work which is in excess of the rates herein contained, such wage rates or premium rate for night work shall not be reduced by reason of the signing of **this** Agreement.

There shall be a regular weekly pay **day** and **each** employee shall be provided with a statement of ~~earnings~~ and deductions for the pay period covered.

5.3 Courtesy Clerks

The duties of a Courtesy Clerk are **as** follows:

A. **The** duties shall be restricted to the following:

1. Handling of shopping buggies • retrieving, etc.
2. Bagging and sacking

3. General clean-up of all kinds ~~in~~ check-stand area
4. Take-out service to customers
5. Bagging **supplies**
6. Entrance-way clean-up and sidewalk adjacent to store
7. Empty pop-bottle collection, stacking, etc.
8. Sweeping **sales** floor
9. Merchandise returns
10. Emergency clean-up
11. Maintenance of bulk soft ~~drink~~ dispenser.

Courtesy Clerks will not perform General Clerk work.

No employee, other than Courtesy Clerks, will be scheduled to **perform courtesy** Clerk duties except in the following case:

Where **a** part-time General Clerk or Clerk Cashier faces **a reduction in their** normal weekly hours they shall, where **seniority permits**, be **allowed to** perform Courtesy Clerk duties at the top Courtesy Clerk rate of pay, if **they** wish to work the Courtesy Clerk shifts.

To serve **as** clarification to the foregoing, **a** General Clerk or Clerk Cashier who faces a reduction of four **(4)** hours or more in their average **weekly hours can claim up to the corresponding number of hours lost from the most** junior courtesy Clerks. A General Clerk or Clerk Cashier who **exercises** the foregoing option must provide the Store Manager **With** five **(5)** days written notice.

The Employer will calculate the average weekly General Clerk hours worked by part-time General Clerks for the previous **3** months on January 1, April 1, July 1, and October 1. The average weekly General Clerk hours worked in the previous **3** months will determine the total General Clerk and Courtesy Clerk hours scheduled on **a** weekly basis ~~in~~ the current **3 months**.

e.g. January 1 - April 1 - A General Clerk works an average of **28** hours **per** week **as a** General Clerk.

April 1 - June 30 - If the General Clerk's hours are reduced ~~in~~ accordance with the above, the General Clerk may **work**:

20 hours **per** week **as** a General Clerk
~~8~~ hours **per** ~~week~~ **as** a Courtesy Clerk
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The foregoing shall not limit a General Clerk in performing occasional Courtesy Clerk duties during the course of his/her normal weekly schedule.

Any **Courtesy** Clerk who is **assigned** to perform duties other **than** those listed above by the person in charge of the store for **fifteen (15)** minutes or more in a **shift**, shall be paid the top rate of the General Clerk classification for the complete shift.

The Employer agrees that the normal **scheduling** practices of Courtesy Clerk duties **will** not change **as** a result of the Workforce Restructuring.

Transfer of Courtesy Clerks

Courtesy Clerks may **make** a **written** application for transfer to **another** classification in their store. An employee's **request** for transfer shall be considered, based upon available openings in their store.

Applicants will receive consideration based on their seniority providing they have **performed** their job in the Courtesy Clerk Classification in a satisfactory manner and **providing** they have demonstrated the capability **to** acquire the abilities to perform satisfactorily in the new classification after a reasonable period of training.

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Prior to and during this reasonable period of training, the applicant **must** meet a fair and reasonable standard **as** established by the Company.

If after a reasonable period of **training** (not exceeding 160 hours) the Courtesy Clerk **is** not **performing** the duties of the job satisfactorily, he/she shall be returned to the Courtesy Clerk classification with full seniority.

When Courtesy Clerks are transferred to the General Clerk and Clerk Cashier classification, they shall receive a **maximum** credit of **50%** of their Courtesy Clerk service to a **maximum** of **500** hours on the General Clerk and Clerk Cashier classification.

It is also understood that wherever there is a reference, other than **as** above, to students in the Collective Agreement, it shall be deemed to **mean** **Courtesy** Clerks.

5.4 **Rates for Relief Work**

Employees temporarily relieving a location manager in a **store**, **other** than their home **store**, shall receive the **minimum** rate established by the Employer for **such** position for **all** time **so** employed. Employees relieving the location manager in the employee's home store shall, if relieving for **more** than one **day**, receive the minimum rate established by the Employer for **such** position for all time **so** employed.

(Food For Less Only) Employees assigned to relieve **non-union positions** over two

(2) **consecutive** days or more in a week *shall receive* seventy five cents (75¢) per hour for **all time** so employed

Produce and Assistant Managers and Head Cashiers

(Northern Alberta) Employees **assigned to** relieve produce managers, **assistant managers**, head checker or head cashier for two (2) days or more in a week shall, **as a minimum**, be paid the applicable rate established for the produce manager, assistant manager, head checker or head cashier classification in **this Agreement** for all time so employed.

(Southern Alberta) **Employees assigned** to relieve **produce managers, assistant managers**, head checker or head cashier for over two (2) days or more in a week shall, **as a minimum**, be paid the applicable rate established for the produce manager, **assistant manager, head checker or head cashier classification in this Agreement** for all time so employed.

5.5

Call-in Time

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- (a) All employees called **in**, except as provided below, and who report for work shall, if required to work less than four (4) hours, receive four (4) hours' pay at their regular hourly rate.
 - (b) Paragraph (a) above shall apply to students on **days** other than school days. It shall also apply when stores are open for night shopping on school days. On school days, other than when stores are open for night shopping, students may be paid for only those hours worked, except when employed for less than two (2) consecutive hours; in which event, they shall receive a **minimum** of two (2) hours' pay at the regular hourly rate.
 - (c) **(Conventional Stores Only)** If a student is called in before the store opens he/she will be paid for four (4) hours at his/her regular hourly rate. **This four-(4) hour minimum would** also apply to any student called in for night stocking if he/she was brought in to start his/her shift one-half (1/2) hour, or later, after store-closing time.

5.6

Credit for Previous Experience

- (a) New employees will be classified according to previous comparable experience. New employees having previous comparable experience may be paid at a lower scale of wages than their claimed experience calls for, but not less than the **minimum** rate established by this Contract, for a probationary period not to exceed forty-five (45) days from the date of employment; provided that, if the employees' services are retained and their experience is accepted as comparable, then after the forty-five (45) day period they shall receive any difference between the probationary rate paid and the rate for which their experience **qualifies** them. It is further understood that the rate

paid retroactively shall not apply for the ~~first~~ ten **(10)** working days. New employees **shall** receive written notification **showing** any credit granted for previous experience.

Credit for previous experience **shall** not be **recognized** by the Employer **if** the employee has been out of the industry-for five **(5)** years, **unless** the Employer ~~agrees~~ to do **so**.

- (b) In the event of any disagreement **as** to the credit granted for **previous** experience, **such** disagreement shall be considered a **grievance** and the grievance procedure provided in the Agreement shall apply, providing the Employer has -
- (i) provided the employee with the "New Employee" letter provided for in Article ~~2~~ of this Agreement, not later than two **(2)** weeks from **date** of employment;
 - (ii) provided the employee with the written notification **showing** credit granted for previous experience ~~within~~ the forty-five **(45)** **day** period required by this Article, and
 - (iii) provided the **Union** with a copy of the letter showing credit granted **for previous experience within the same period** -

then no consideration will be given to **any** disagreement **pertaining** to **credit** for previous experience if presented later than **sixty (60)** days from the **date** of employment.

5.7 Jury-duty Pay and Material Witness

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- (a) Employees, summoned to Jury Duty or subpoenaed **as** a material witness shall be paid wages amounting to the difference between the amount paid them for such services and the amount they would have earned had they worked on such days. Employees on Jury Duty or serving **as** **material** witnesses shall furnish the Employer with **such** a statement of **earnings** as the Courts may supply. **This** does not apply if the employee is **summoned** on **his/her** day(s) off.
- (b) Employees shall return to work ~~within~~ a reasonable period of time. **They** shall not be required to report if less than two **(2)** hours of their **normal** **shift** remain to be worked. Total hours **on** Jury Duty or **when** serving **as** a material **witness** and actual work on the job in the **store** in one **day** shall not exceed eight **(8)** hours for purposes of ~~establishing~~ the basic **work** day. Any time worked in **the** store **in excess** of the combined total of eight **(8)** hours shall be considered overtime and paid **as** such under the Agreement.
- (c) In order to be eligible for the ~~foregoing~~ benefit **an** employee must notify the

Store Manager **as soon as** possible after receipt of Notice of Selection for Jury Duty or after receipt of Subpoena to Appear **as** a Witness.

(d) Appearance as Witness on the Employer's Business

- (i) Any employee who is required or **summoned** to appear in Court on behalf of the Employer **will** be paid up to eight **(8)** hours **at the** straight time rate of **pay**. Employees who are **required** to appear in Court on behalf of the Employer on their **day off will** be paid a **minimum of four (4)** hours pay at the straight time rate of pay.
- (ii) It is understood that payment of the ~~foregoing~~ Witness pay **will not be** counted **as** hours worked for the purpose of calculating overtime on a weekly basis.
- (iii) It ~~is~~ also agreed that employees **must** return all **fees** provided to **them** by the Court in **excess** of ten **(\$10.00)** dollars. Employees who **are** reimbursed by the Court for incidental **expenses such** as mileage or parking may keep such reimbursements.

5.8 Staff Meetings

~~Staff meetings, wherever held, shall be~~ considered as time worked **and paid for as such**, except when they are dinner meetings at which attendance is **voluntary** by the employee. It ~~is~~ understood that dinner meetings will be considered evening meetings accompanied by a meal and held outside the **store** proper.

Department Meetings

Notwithstanding the foregoing, the Employer may schedule four **(4)** store departmental meetings **per** year at which attendance is required (**except** for those on approved leave of absence) and the employees shall **be** paid for the time at the meeting at their **regular** rate of pay. Meetings **will** be limited to two **(2)** hours.

5.9 Examinations

Where the Employer requires an employee to take a physical examination, the doctor's **fee** for **such** examination shall be paid for by the Employer. Except prior to commencement of employment and the ~~first~~ four **(4)** **weeks** of employment, **such** examination shall be taken during the employee's **working** hours without loss of pay to the employee.

5.10 Equal Pay for Equal Work

The Employer agrees **to** comply with the prevailing Alberta Statute.

5.11 Cash Shortage

No employee may be required to make up ~~cash~~ register shortages ~~unless~~ he/she is given ~~the~~ privilege of **checking** the money and daily receipts upon ~~starting and~~ completing the work shift, and unless ~~the~~ employee has exclusive access to ~~the~~ cash ~~register~~ during the work shift, except ~~as~~ specified below:

No employee may be required to make up register shortages ~~when~~ Management exercises the right to **open** the **register** during the employee's work shift, unless the register is **opened in** the presence of the employee **and** the employee is given the opportunity to certify **all** withdrawals **and/or** deposits.

All employees **must** comply with the Employer's policy in **respect** to the registering of **sales** and handling of cash.

The Employer agrees to give a copy of the current policy in **respect** to the registering of **sales** and handling of **cash** upon commencement of employment and agrees to give each employee who handles cash a copy of any revision of the policy and also agrees to forward copies to the **Union** office.

5.12 Learning Prices

Learning prices shall be included in the employee's daily work schedule and shall be paid for in accordance with the terms of the Collective Agreement.

ARTICLE 6 VACATIONS

- 6.1 (a) Vacations shall be scheduled from April 1st to September 30th unless otherwise mutually agreed by the Employer and the employee. **So far as is** practical and consistent with the Employer **maintaining** an efficient operation, vacations shall be granted during the period of time requested by the employees. The applications for vacation shall be granted on the basis of, and in order of, respective employee's seniority in selection of vacation **dates**, except that final determination of vacation dates shall be made by the Employer in line with existing conditions.

7) 13.

All part-time employees will have the opportunity to schedule time off without pay for the purpose of vacation based on the following consecutive **years** of service:

- 1 year or more - 2 weeks
- 3 years or more - 3 weeks
- 8 years or more - 4 weeks
- 13 years or more - 5 weeks
- 18 years or more - 6 weeks
- 23 years or more - 7 weeks

Part-time vacation schedules will be completed following the selection by full-time employees.

The Employer agrees to post the Vacation Schedule.

- (b) It is agreed that the third (3rd), fourth (4th), fifth (5th), sixth (6th), and seventy (7th) weeks vacation may be scheduled at the discretion of the Employer.

Employees entitled to ~~three~~ (3) or more weeks of vacation may **take such weeks** consecutively outside of the vacation period April 1st to September 30th inclusive provided it **is** mutually agreed between the Employer and the Employee.

(Edmonton Only) Employees entitled to four (4) or more weeks of **paid** vacation shall receive their additional two (2) or more weeks consecutively **unless** the employee and the Employer mutually agree otherwise, with **such** additional weeks to be scheduled at the discretion of **the** Employer.

- (c) (i) **All** full-time employees, after (1) year's service, shall receive two (2) **weeks'** vacation with pay.

All employees ~~with three (3) or more years'~~ continuous service with the Employer **as** a full-time employee, shall receive three (3) weeks' vacation with pay, two (2) weeks of which shall be given during the vacation period, the third week to be scheduled by the Employer.

All employees with eight (8) or more years' continuous service **with the** Employer **as** a full-time employee shall receive four (4) weeks' vacation with pay.

All employees with thirteen (13) or more **years'** continuous **service** with the Employer **as a** full-time employee shall receive five (5) **weeks'** vacation with pay.

All employees with eighteen (18) or more **years'** continuous **service** with the Employer **as** a full-time employee shall receive **six** (6) weeks' vacation with pay.

All employees with twenty-three (23) or more years' continuous ~~service~~ with the Employer **as** a full-time employee shall receive seven (7) weeks' vacation with pay.

Full-time employees who are eligible for five (5) or ~~more~~ weeks' vacation **will** have the opportunity to schedule three (3) weeks' vacation **during** prime time.

The Employer agrees to provide vacation pay on a "total compensation" or normal week's pay, whichever is greater. Total compensation shall mean "all monies received directly from the Employer" (wages, overtime, bonuses, premiums, vacation pay, sick-leave-credit payments, and other items of a similar nature).

(ii) **Part-time Employees**

part-time employees with less than three (3) years of continuous employment with the Employer shall receive vacation pay in the amount of not less than four percent (4%) of their total earnings.

Part-time employees with three (3) years or more of continuous employment shall receive six percent (6%) of their total earnings for vacation pay.

Part-time employees with eight (8) or more years of continuous employment shall receive eight percent (8%) if their total earnings as vacation pay.

Part-time employees with thirteen (13) or more years of continuous employment shall receive ten percent (10%) of their total earnings as vacation pay.

Part-time employees with eighteen (18) or more years of continuous employment shall receive twelve percent (12%) of their total earnings as vacation pay.

Part-time employees with twenty-three (23) or more years of continuous employment shall receive fourteen percent (14%) of their total earnings as vacation pay.

Part-time employees with thirteen (13) or more years of continuous employment with the Employer will have the opportunity to schedule three (3) weeks' time off during prime time.

Effective November 15, 1978, a part-time employee proceeding to full-time employment will be credited with the number of hours accumulated during the employee's continuous service with the Employer as a part-time employee and provided the employee's service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours of a regular full-time employee to establish the appropriate yearly credit for future vacation entitlements, as provided above. (See attached Letter of Understanding).

The Employer **will** provide part-time employees with their vacation pay for the previous year by February **28th**.

- 6.2 When a general holiday occurs **during** an employee's vacation, an **extra day's** vacation **with** pay shall be granted if the holiday is one which the employee **would** have received if he/she had been **working**. **Where** an employee receives **three (3)** or more weeks' vacation **with** pay and a general holiday occurs during the employee's paid vacation, an extra day's pay may be given in lieu of an **extra day's** vacation with pay - if, in the opinion of the Employer, an extra **day's** vacation with pay interferes with vacation schedules or hampers operations.

The day off mentioned in **the** above paragraph **will be** taken **immediately** following the employees vacation. Subject to the store **managers** approval, the employee may **choose** instead to take the day off immediately prior to **his/her** vacation.

- 6.3 **All** time lost (upto thirty one (31) consecutive **days**) because of sickness or non-occupational accident, all time lost due to occupational accident, **all** time **absent** on paid full-time vacation, paid general holidays **and** all time spent at **bakery** apprenticeships schools (**assuming** the employee returns to the Employer following the completion of **his/her** course) shall be considered **as** time worked for the purpose of determining the vacation allowance to which a full-time employee is **entitled**.

All employees, whose absence due to non-occupational accidents or sickness or unpaid leave of absence, extends beyond thirty-one (**31**) consecutive **days** and **results** in less then thirty-seven (**37**) hours' pay **per** week, shall have **their** vacation pay prorated in the subsequent vacation year (Article 6.1(c) (i), **final** paragraph shall not apply).

- 6.4 Where the services of an employee are retained by the purchaser of a business, his/her services (for vacation purposes only) shall be deemed to be uninterrupted by the sale or purchase of the **business** and shall be **binding** upon the purchaser, in accordance with prevailing Alberta Statutes.
- 6.5 Employees who have worked thirty (30) days but less **than** one (**1**) year **and** who terminate their employment will receive a vacation allowance to the amount **equal** to four percent (**4%**) of the total salary and wages earned for which no vacation allowance **has** been paid.

Employees entitled to two, **three**, four, five, **six** or seven weeks' vacation and **who** terminate their employment shall receive payment for vacation allowance **in** an amount **equal** to four percent (**4%**), **six** percent (**6%**), eight percent (**8%**), ten percent (**10%**), twelve percent (**12%**), and fourteen percent (**14%**), respectively,

of the total wage and **salary** earned by the employee during the **period** of employment for **which** no vacation allowance has been paid.

6.6 **Funeral Leave**

- (3a) (a) In the event of death **in** the **immediate** family of an employee, the employee will be granted leave of absence with pay, with consideration given to travel time for the purpose of **attending** the funeral. The length of **such** absence **shall** be at the discretion of the Employer. The term "immediate family" shall **mean:** spouse, parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, **son-in-law**, daughter-in-law, **grandmother**, grandmother-in-law, grandfather, **grandfather-in-law** and grandchildren, or any relative **living** in the household of **the** employee. In the event of **the** demise of an aunt or uncle, nephew or niece, an employee will be granted one (1) day's leave of absence with pay to attend the funeral.

In the **case** of death of spouse, father, mother or child, the employee **shall** be entitled to, up to one (1) week's leave of absence with pay.

- (b) Part-time employees **shall** be granted time off in the event of a death within the immediate family. The term "immediate family" shall include those relatives **as** defined in the above clause **(6.6(a))**. The length of **such** leave **shall be determined by the Employer, with** consideration given with **respect** to travel time. The time off, with pay, shall be determined on a pro **rata** basis of normal, scheduled hours worked during the prior four **(4) weeks** for days of leave of absence which, normally, would have **been work** days.

In the **case** of death of spouse, father, mother or child the employee shall **be** entitled to up to one (1) weeks leave of absence with pay.

Calgary/Banff - An employee's day off will not be used to circumvent funeral leave.

(c) (i) **Leave of Absence**

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Regular full-time employees With one (1) year's service With **the** Employer may request leave of absence, without pay, for a period not to exceed two (2) months, upon Written application through the **store** manager, copy to the Personnel Department of the Employer. Requests for leaves of absence will be adjudicated on the basis of merit, compassion and the operational **needs** of the store. Final approval of leaves of absence will rest with the Human **Resources** Manager. **Personal** leaves of absence will not be considered during the prime time vacation period (i.e. April 1 to September 30), Christmas week and Easter week. If the **request** is refused, the employee and the **Union** shall be **so** advised in **writing as** to the reasons for the refusal. For compassionate reasons the Company may extend the period of

time of **such** leave of absence beyond two **(2)** months as herein provided.

Application for leave of absence must be submitted in writing at least sixty **(60)** days prior to the period for which leave is intended.

(ii) Compassionate Leave

Compassionate leave to all employees will be dealt with on an individual basis.

(d) Leave Because of Pregnancy

Employees shall request a leave of absence because of pregnancy. Such request will be granted, provided the employee submits to her Employer a request, in writing, for such leave at least four **(4)** weeks prior to the date she intends to commence such leave, together with a certificate from a qualified medical practitioner, certifying that she is pregnant and indicating the estimated date of confinement. Such leave will be for a period of twelve **(12)** weeks or more (depending on medical requirements) prior to confinement and the period, if any, between the date of confinement mentioned in the certificate and the actual date and six **(6)** months following the actual date of confinement without loss of seniority.

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The Employer reserves the right to determine the time upon which a pregnant employee shall be required to commence a leave of absence, if the duties of her position cannot reasonably be performed or if the employee's work is materially affected by the pregnancy.

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The employee, when returning to work, shall give the Employer two **(2)** week's notice of date of return and submit a certificate from her doctor, indicating that her resumption in employment will not, in his opinion, endanger her health.

The employee shall be returned to her former position at the completion of her leave of absence.

(e) Adoption Leave

An employee with twelve **(12)** months' service may request a leave of absence to a maximum of six **(6)** months without loss of seniority.

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Employees who are granted the foregoing leaves of absence will be responsible for the full cost of continuing the Company's Group Insurance Package.

(f) Time Off For Union Business

The Employer agrees to allow time off work, without pay, for delegates elected to attend **seminars** and **Union** conventions, and three (3) clerks and one (1) baker designated to attend negotiations; provided, relief employees, satisfactory to Management, **are** available. The **Union** will give the Employer two (2) weeks' notice in regard to conventions.

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The Employer agrees to grant time off, without pay and **without discrimination**, to not more than one (1) employee designated by **the Union**, for a **maximum** of three (3) months, or a longer period **as may mutually be agreeable**, to serve in any capacity of **official union business**; providing that, notification is given to the Employer in sufficient time to procure a **relief** person for the job involved.

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Time spent on Union business for employees, where the Employer is reimbursed by the **Union**, shall be considered **as** time worked in regard to **all** benefits.

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An employee about to become a father shall be entitled to an unpaid leave of **absence up to two (2) days at the** time of the birth of **his child**.

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7.1 The Employer agrees, during the term of this Collective Agreement, to **make** available the following benefits to eligible employees regularly working full time;

- i) Alberta Health Care, or such other medical plan that will provide **similar benefits**.
- ii) Group Life Insurance and Weekly Indemnity Benefits • Indemnity payments to be in the amount of seventy percent (70%) of the straight-time weekly wage.
- iii) a supplementary health services plan, which includes prescription coverage of 80% through a **drug** reimbursement plan.
- iv) a Vision Care Plan to eligible employees which provides reimbursement up to \$75.00 per person per twenty four months, in connection with the purchase, repair of prescription lens and/or frames, with the additional provision that the aforementioned **maximum** benefit is annual where the claimant is the employee's child under 14 and there **is** a change in the prescribed lens.

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Hearing Aids

- (v) Effective the first of the second month following ratification, the Employer will provide a **Hearing Aid Plan** for employees already receiving the Group Insurance Package and their dependents. The benefit will be \$350.00 every four (4) years.

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U.I.C. Premium Rebate

- vi) The Parties agree that the full amount of the reduction in the U.I.C. premiums **resulting from** the registration of the **Company Group Insurance Plan** will be applied toward the cost of Health and Welfare Plan **Benefits**.

The Employer agrees to pay one hundred percent (100%) of the cost of the benefits.

The Employer agrees to pay the **fee** for the initial medical report **required by** the Employer for Weekly Indemnity provisions to a **maximum** of Ten Dollars (\$10.00). This **can** be accomplished by either having the employee's doctor **submitting** an invoice to the Company or the employee pay directly; **and**, upon presentation of a receipt signed by the doctor, shall **receive** reimbursement of same **as** per above.

7.2

Health and Welfare Benefits: Part-time Employees

A Part-time employee, other than a student or seasonal employee, who **has** worked an average of thirty-two (32) hours per **week** for three (3) consecutive months **will** be eligible for the following coverage:

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- (i) Group Life Insurance and Weekly Indemnity Benefits: Life Insurance in the **amount of \$5,000.00; Weekly** Indemnity payments in the amount of 70% average weekly earnings;
- ii) Alberta Health **Care**;
- iii) a supplementary health services plan, which includes prescription coverage of 80% through a drug reimbursement plan.
- iv) a Vision **Care Plan** to eligible employees which provides reimbursement up to \$75.00 per **person** per twenty four months, in connection **with the** purchase, repair of prescription lens and/or **frames**, **with** the additional provision that the aforementioned **maximum** benefit is annual **where the** claimant **is** the employee's child under 14 and there **is** a change in the prescribed lens.

v) **Hearing Aids**

Effective the **first** of the second month following ratification, the Employer will provide a **Hearing Aid Plan** for employees already receiving the Group **Insurance** Package and their dependents. The benefit **will** be **\$350.00** every four (4) **years**.

Further, the parties **agree** that time missed through an approved leave of absence (e.g. education) or leave of absence because of pregnancy will not be included in the thirteen (13) week average.

In order to ensure coverage under these benefits, a part-time employee **must** **immediately** accept coverage upon notification of eligibility by the **Company**.

It **is** understood and agreed that all matters of eligibility, coverage and benefits shall be **as** set out in the **Plan** and **as** determined by the **carrier**.

A part-time employee who had **qualified** for benefit coverage on March 17, 1993 or earlier and subsequently voluntarily **restricts** their hours and thereby fails to **maintain** an average of thirty two (32) hours per week for **thirteen** consecutive weeks, shall **cease** to be eligible for the foregoing benefits. For the purpose of this section "**voluntarily restricts**" **means** an employee **who requests to** be exempt for **more than two (2) shifts (excluding Sunday)** per week. Further, the parties agree that time missed through an approved leave of absence (e.g. education) will not be included in the thirteen (13) **week** average.

Part-time employees who become eligible for benefit coverage following March 17, 1993 **will** become ineligible for the benefit coverage or be **required** to pay one hundred (100%) percent of the cost of the benefits if they do not **maintain** an average of thirty two (32) hours per **week** for thirteen (13) consecutive weeks.

A part-time employee who chooses to work fewer hours than their **seniority** entitles them to shall, within thirty (30) days of the effective date of **this** agreement, advise the Employer in writing that they are **restricting** their hours.

A part-time employee who has restricted their hours pursuant to this section and subsequently **lifts** their restriction **must** advise the Employer in **writing**.

STUDENT: **This status** is required for the purpose of employee records only to **assure** that eligibility for **insurance**, medical coverage and C.P.P. (under 18 years of age) is properly administered.

7.3 Sick Leave

Full-time employees shall accumulate credits at the rate of four (4) hours for **each** month of employment, up to a **maximum** of two hundred and eight (208) hours.

For new employees, credits shall commence to accumulate from the date of full-time employment, but **can** only be applied after completion of a **three** month full-time employment eligibility period.

A **regular** full-time employee, ~~having~~ accumulated sick leave credits and **also is** reduced to part-time by the Employer, will be paid sick leave to the **extent** of **such** accumulation for actual time off the job, due to **illness**, not covered by Weekly Indemnity.

An employee, who retires on pension, is permanently laid off or is totally **disabled** due to occupational accident, shall be paid any unused accumulated sick-leave Credits.

The Employer may **require** the employee to provide a doctor's certificate, verifying any absence due to disability.

Employees shall notify the Employer (manager or next **highest** personnel **available in the store**) ~~in case of absence, informing them of reason for absence,~~ approximate length of absence and where they **can** be contacted relative to their absence.

The Employer shall apply any accumulated sick leave to absences due to sickness not covered by Insured Weekly Indemnity Benefits (or **similar** benefits) and **may** supplement Weekly Indemnity Benefits (or **similar** benefits) with unused sick-leave credits in an amount equal to but not to exceed the employee's **net** **earnings**. Payment of benefits under Weekly Indemnity shall be **subject** to the acceptance of the claim by the insurance company.

Employees found abusing the provision shall be disciplined by the Employer. In **such cases** the Employer may discontinue or reduce the benefit of the employee, or terminate the services of the employee.

7.4 The Employer will provide the **Union** with a letter, setting out benefits for **regular** part-time employees who are eligible.

7.5 Workers' Compensation

Full-time employees, **qualified** for compensation from the Workers' Compensation Board, shall, in addition **to** the amount received from the Workers' Compensation, be paid ~~monies~~ to a **maximum** of the employee's **regular** contract rate, for the **first** three (3) days and to a **maximum** of seventy-five **per** cent (75%) thereafter, if the Workers' Compensation does not pay seventy-five

percent (75%) of the employee's regular contract wage. Such period to be for a maximum of thirteen (13) weeks from the date of the accident.

7.6 United Food & Commercial Workers' Dental Care Plan

- (a) It is agreed that all employers party to this Agreement shall make a direct contribution to the plan of twenty Four Cents (\$.24) per hour for regular hours paid, sick pay (not including Weekly Indemnity), vacations and general holidays, to the maximum of the basic work week as indicated above.

Effective September 20th, 1992 - increase the contributions by 1¢ per hour.

Effective September 14th, 1993 - increase the contributions by 1¢ per hour.

Notwithstanding the foregoing, should during the term of this Agreement the Real Canadian Superstore fail to match the total contribution rate (i.e. annualized contribution rate) then the Employer shall be entitled to reduce their contribution to the Plan in accordance With the Employer's overpayment.

The Employer agrees to maintain dental contributions for those bakery apprentices who attend apprenticeship courses required by the Government provided those employees return to the Employer following the completion of their course.

- (b) The plan will be controlled by a board of trustees to be made up of an equal number of representatives from the Union and Management.
- (c) Contributions made for hours, as described above, in any month or agreed-upon period, shall be forwarded by the Employer to the Union not later than three (3) weeks following the close of the Employer's accounting period, whether it is on a monthly or a four week basis, accompanied by a statement of the names of the employees and contributions made on their behalf.

7.8 PENSION

1. The Employer agrees to participate in and contribute to the CANADIAN COMMERCIAL WORKERS' INDUSTRY PENSION PLAN.

2. (a) Effective December 29, 1991, the Employer agrees to contribute to the Canadian Commercial Workers Industry Pension Plan, .47 cents per hour for all hours paid by the Employer to members of the bargaining unit (hours paid shall include hours worked, vacation, general holidays, sick days (not including Weekly Indemnity), jury duty, bereavement leave, etc.), up to a maximum of the basic work week.

- (b) The Employer **agrees** to **maintain** pension contributions for **those** bakery apprentices ~~who~~ attend apprenticeship courses required **by the** Government provided those employees **return** to the Employer following the completion of their course.
- (c) The above rates of contribution shall be in addition **to** any obligation which the Employer may have to the **Canadian Commercial Workers Industry Pension Plan** in **respect** to his "initial past service **liability**" to provide past service benefits.
- (d) Contributions, along with **a** list of employees for whom they have been made, the amount of **the** weekly contribution for **each** employee, **and** the number of hours worked or paid according to the above, **shall be** forwarded by the Employer within the twenty-one (**21**) days after **the** close of the Employer's four (**4**) or five (**5**) **week** accounting **period**. The Employer agrees to pay interest at the rate established **by the Trustees** on all contributions not **remitted as** stipulated above.
- (e) It is agreed that, with **respect** to employees who were active **members** of the Company Plan **as** of the effective date of the **Canadian Commercial Workers Industry Pension Plan**, they shall be **governed** by the terms and conditions of the Company's Retirement **Plan**.

7.8 Weekly Indemnity

It **is** understood and agreed **between the Employer and** the Union that Weekly Indemnity payments to entitled employees shall be the responsibility of the Employer. If payment of valid claims is not made by the insurance **company** ~~within~~ two weeks from the time the Employer receives the completed application, the Employer shall then pay to the claiming employee an amount equal **to his/her** entitlement, **Similarly, when payments** are stopped by the carrier while the employee's entitlement **continues**, the employee shall be able to **claim** the amount of **his/her** entitlement from the Employer.

Payments made by the Employer for claims later found to be invalid or payments made by the Employer which are later paid by the carrier shall be returnable to the Employer.

7.9 Long Term Disability Insurance Plan

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The Employer shall bear the cost of a Long-Term Disability Plan for **those** employees regularly **working** full-time.

The benefit period commences on the **first** day immediately following the exhaustion of Weekly Indemnity and Unemployment Insurance benefits.

Benefits are payable monthly in arrears from the date the benefit period

commences to age 65, the employee's retirement date, at **which** time he/she can retire on **pension** without actuarial reduction under the applicable pension plan, recovery or death, whichever **first** occurs, for both accident and sickness.

The total disability income is equal to fifty percent (**50%**) of base weekly **earnings** at the date of disability, up to **a maximum** of One Thousand Dollars (\$1,000.00) per month.

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The total disability income is inclusive of any disability payments, **including** lump-sum payments from Government-sponsored plans. Government-sponsored plans include Workers' Compensation, **Canada Pension Plan**, **Quebec Pension Plan**, or any other group disability plan or income replacement program, the cost of **which** the Employer is or may be required to contribute by **law** or Collective Agreement. The amount of any payment received from the **Canada Pension Plan** or the amount of any payment received from the **Canada Pension Plan** or the **Quebec Pension Plan** is to be frozen at the commencement of disability **so that** subsequent increases in CPP/QPP **will** not further reduce benefit payments under the **Long Term Disability Income Plan**.

It is understood and agreed that all matters of eligibility, coverage and benefits shall be **as** set out in the Plan and **as** determined by the carrier.

7.10 Education and Training Fund

Effective October **1, 1991** the Employer agrees to make contributions to the United Food & Commercial Workers, Local 401 Education and Training Fund of Four (**.04**) cents per hour for each hour that the Employer pays dental contributions on **as per** Article **7.6(a)**.

The above contribution rate to **remain** at this level for **six** (6) years.

7.11 Educational Leave of Absence

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fill-time employees with four or more years of **continuous** full-time service with the Employer may request an educational leave of absence for up to one year without gain or loss of seniority.

The following terms shall apply to such requests for educational leave of absence:

1. An employee who wishes to make application for an educational leave of absence shall submit his/her **request** in writing to the Human Resources Manager with a copy to the Store manager and a copy to the **Union Office**.
2. The employee **must** have made application to attend an accredited educational institution.
3. **Such** leave will be granted on a one time only basis for each employee.

4. A **maximum** of ten employees who work in the Employer's **stores** in the Province of Alberta **will** be allowed to be on educational leave at **any** one time.

The aforementioned leaves will be **approved** on the following basis:

- (i) **Calgary** • a total of **three**
- (ii) **Edmonton** • a total of **three**
- (iii) **Cities and towns other than Calgary or Edmonton** • a total of **four**

5. Notwithstanding the foregoing, the Employer may grant educational leaves of absence which exceed the **maximums** set out above.
6. During the period of educational leave **an** employee may choose to **pre-pay** their full-time benefits.
7. The absence of **a full-time** employee on educational leave of absence **will not** create **a full-time** vacancy for the purpose of Article 9 • Seniority.
8. Leave of absence will terminate should the employee cease to attend the institution for which leave was granted.
9. ~~All educational leaves of absence will be approved at the Employer's discretion,~~
10. **An** employee shall be returned to his/her former classification at the completion of his/her leave of absence.

ARTICLE 8

8.1 Full-Time Employees: Notice of Demotion:

Employees regularly working full-time shall, upon demotion to a lower rate of classification by the Company, be given one (1) weeks notice in writing or be allowed to **retain** their rate of pay for one (1) week in lieu thereof,

8.2 Full-Time Employees: Severance Pay:

The Employer **agrees to** pay severance pay on store closing of one (1) weeks pay, up to two (2) years, and one (1) week per year over two (2) years, up to a **maximum** of twenty (20) weeks pay for full-time employees.

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- 9.1 (a) Seniority for full-time employees shall be defined **as** length of continuous service **with** the Employer in the Bargaining Unit **as a** full-time employee.

- (b) Seniority for part-time employees **shall** be defined as length of continuous service with the Employer in the Bargaining Unit.
- (c) **The** Employer agrees that employees who are transferred into the Bargaining Unit for operational reasons **shall retain** all seniority rights. An employee who transfers into the Bargaining Unit as a matter of personal convenience shall **retain** only seniority for the purpose of health and welfare and vacation benefits.
- (d) **Effective June 30, 1991** when two or more employees are hired on the same date, their seniority shall be determined by alphabetical order of **surname** at date of hire.

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

- (e) Employees transferred out of the bargaining unit to serve in a supervisory role in the Employer's Hinton Store shall **retain** their seniority for a period of up to 23 months.

Employees transferred to a bargaining unit position in the Employer's Hinton Store shall continue to accrue seniority for a period of up to 23 months.

The foregoing will **only** apply to current Hinton employees who were transferred to the Hinton Store from the UFCW Local 401 jurisdiction.

9.2 Probationary Period

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During the **first** one hundred and sixty (160) hours worked, each new employee shall be on probation. **The** decision as to whether or not to retain the employee's **services** shall be the sob right of the Employer and any termination **occurring** during that period shall not be subject to Articles 11 and 12 of this Agreement.

- 9.3 (a) Seniority **lists** for full-time employees shall be forwarded to the **Union** on a quarterly basis.
- (b) Seniority **lists** for part-time by **store** showing the employee's name, department, classification, rate of pay and date of hire shall be forwarded to the **Union** of a quarterly **basis**.

9.4 Seniority and employment shall be terminated when:

- (a) an employee quits or **is** terminated and not reinstated through Article 11 and **12**.
- (b) an employee fails to report back to **work** after seven (7) days when **recalled**

from lay-off. **An** employee has to be recalled from lay-off by registered mail at the **last known** address on file with the Employer.

- (c) an employee has been on lay-off and has not worked for a period of **six (6)** months.

9.5 Employee Buyout and Workforce Restructuring

I. Intent

The intent of this program **is** to allow the employer to reorganize and **restructure** its existing and future workforce.

II Definition of Bought and Shared Hours

1. Bought Hours are owned by **the** Employer and **are** derived from **those** employees who accept the buyout (calculated on their average **weekly** hours over the base period in the case of **a** part-time employee and **a** forty hour basic work week in the case of **a** full-time employee)

2. Shared Hours will include:

- i) All hours created by **normal attrition** (eg, **employees who-resign**, retire, etc.) and temporary leaves of absence of more than one week, either paid or unpaid (vacations, W.I., W.C.B., personal leaves etc.) calculated on their average weekly hours over **the base period**.
- ii) "New growth hours" i.e. additional hours worked in the store that **are** attributable to **sales increases**, effective date of ratification.

Shared Hours will **be scheduled** under the **75 - 25** rule **as set** out in **3(iv)** and **(v)**

3. New Departments - the Employer will have the **flexibility to** schedule either current employees, new employees or **some** combination of **both** in new departments.

Transfers to New Departments:

An employee will not be compelled to accept a transfer to a new department where the **new** rates of pay will result in the employee experiencing a **wage** reduction.

4. New **Business** Stores - the Employer **will** have the flexibility to schedule current and new employees provided that current employees are scheduled to work a **minimum** of twenty five percent (**25%**) of the hours in **the** new **store**.

III 1) In the ordinary course of business the order of scheduling employees within each scheduling group will be:

- i) Full-time employees
- ii) Current part-time employees to 100% of their base hours before bought hours are scheduled.
- iii) **Bought Hours**
- iv) Shared Hours

2) When a competitor opens a new store and the weekly hours worked in a scheduling group in the affected store(s) of the Employer are reduced, the reductions in hours worked by part-time employees will occur in the following order:

- i) Shared hours in a scheduling group will be reduced in accordance with the following formula:

75% from new employees
25% from current employees.

- ii) Part-time hours of work in a scheduling group will be reduced for current employees and new employees, on a shared basis, in accordance with the following formula:

50% from new employees working scheduled bought hours
50% from current employees

until the current part-time employees are scheduled 80% of their Base Hours, and

- iii) Bought Hours in the scheduling group will next be reduced.
- iv) Once there are no Bought Hours being scheduled in a scheduling group then current part-time employees will experience a further reduction in their weekly hours of work below 80% of their Base Hours.

3. The Employer may reduce hours set out in Point 2 of this offer commencing the Sunday following the first week ending in which the affected store(s) weekly sales fall below the store's "20 weeks average" weekly sales figure.

4. When the hours of part-time employees increase in those stores previously affected by a competitor's opening, the weekly hours of work shall be restored to current and new employees in the following order:

- i) Those current part-time employees who are working a weekly schedule

of less than 80% of their Base Hours will be scheduled 80% of their Base Hours.

- ii) Bought Hours will be scheduled to the level which existed when the current part-time employees were initially reduced to working 80% or more of their Base Hours.
- iii) Additional increases in the hours of work of part-time employees will be scheduled according to the following formula:

50% to new employees
50% to current employees

until the current part-time employees are working 100% of their Base Hours and all Bought Hours are being scheduled.

- iv) Once the conditions in (iii) have been satisfied then Shared Hours will be distributed within the scheduling group according to the following formula:

75% to new employees
25% to current employees

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- 5. When a competitor's opening has resulted in a reduction in the weekly hours worked by a current part-time employee, the Employer will, upon request of the employee and subject to acceptable solutions being found, transfer the employee so that they may increase their hours of work. The Union and the Employer will meet to discuss any application for transfer and determine a solution. Preference will be given to current part-time employees who are working a weekly schedule of hours which is less than their Base Hours.

Applications for transfer as described above may be made for a period of one (1) week after the competitor's new store has been opened for two (2) months.

- 6. Hour reductions that occur within a specific scheduling group will be implemented in such a manner that no current employee will be scheduled to work less than their Base Hours when other current employees are working in excess of the Base Hours.

7. Transfer of Bought Hours

Bought Hours may be transferred to another store in the same bargaining unit provided that current employees do not experience a reduction in their current weekly hours. In satisfying this commitment, the Employer may transfer a current employee to another store where they can work their current weekly hours.

8. Store Closure

In **stores** receiving transferred sales in the case of a **store** closure, the additional hours of work that result will be fully dedicated to the **current** senior employees from the closed **store**. Additional weekly hours of **work** will be those that exceed those worked in the previous four **(4)** weeks of normal operation. Other current employees who were **working** in the **closed store** will be transferred to a new home **store** in **which** they **can** exercise their seniority to work toward achieving their Base Hours.

When a current part-time employee is transferred **to** another **store**, **seniority** will govern in the achievement of the employee's **Base Hours**."

Once **all** the current employees have achieved their base average of **weekly** hours worked, the senior current employees in the **scheduling** group **will** receive preference in the formula scheduling of additional new **growth** hours on **a** weekly basis.

Bought Hours that existed **in** the closed **store** will be distributed **among** the remaining **stores** in the bargaining unit on an equitable basis.

9) The Scheduling Groups will be:

- a) General Clerks, including Produce and Grocery Clerks, Produce Manager, Assistant Manager, Utility Clerks.
- b) Clerk Cashiers, including File Maintenance*, Head Cashier, ~~Customer Service~~+*and Office Clerks.
- c) Bakery sales
- d) HABA, Variety, Cosmetics, Pharmacy ~~Technicians~~, Health Care Consultants.
- e) Floral
- f) Bakery, the whole department including Bakery Managers, Lead ~~Hands~~, Bakers, Decorators, Ice Packers.

* relief for the Head **File Maintenance** position may be provided from either the General Clerk or Clerk Cashier classification.

** relief for Customer Service employees (**Front** End) may be provided from within either the General clerk or Clerk Cashier classification.

IV Scheduling of Call-Ins and Relief in the Case of Illness

1. In the case of all absences of one week or less, current employees will be given the opportunity to relieve for current employees and new employees will be given the opportunity to relieve for new employees.

In the event that replacement is not possible from within the *affected* group then employees in the other **group will** be offered the additional **shifts** in accordance with this document.

2. In the event that an occasion arises where work beyond that which is scheduled is **necessary**, a current employee **shall** be entitled to work an additional shift if their current weekly schedule of hours is less **than their Base Hours**.

Once all the current employees in a particular scheduling group have been scheduled a weekly shift that meets or exceeds their average weekly hours over the Base Period then the Employer **will** call **in** current and new employees **so that 75%** of the call-in hours are worked by new employees and **25%** of the **call in** hours are worked by current employees.

The foregoing formula will be applied on a four week **basis**. Any required **corrections will** be made in the following four **(4)** week period.

V Scheduling of New Employees

New employees will **normally** be scheduled up to a **maximum** of twenty **(20)** hours per week.

Exceptions to this scheduling limit will be the additional hours that a **new** employee may either work during a short week or receives **as call-ins** due to the absence of other staff.

Subject to Sections **IV** (1) and **(2)** new employees **will** be entitled to be called in for extra shifts in order of seniority within their classification provided that once a senior employee's scheduled weekly hours and **call-in shifts** worked exceed twenty **(20)** for that week, then junior employees shall be entitled to all-in shifts on the foregoing basis.

VI _____ of the Buyout

1. The Employer will "own" the Bought Hours and will hire new employees into the agreed upon new classifications (i.e. Assistant Clerks) or into **existing** classifications at the agreed upon new start rates.
2. The agreed upon current employees may elect to accept a buyout offer and continue their employment on the basis of the following conditions:

- returning employees will have a new **seniority** date, however, in **all** circumstances **such** returning employees will have seniority over new employees hired in the same classification.
 - the scheduling rules that apply to new employees **will** apply in **all** respects to these employees.
 - there will be no credit for previous experience given, and their wage rate following their **status** change will be the starting **rate** in the classification to which they **are** assigned.
 - their entitlement to all benefits will **be** that of a new employee.
3. The weekly maximum for Trust Fund and Education and **Training** Fund contributions will reflect the extended basic work **week**.

VII Additional Specific Terms

Courtesy Clerks

Courtesy Clerks and the hours that these employees **work** will be excluded from the buyout and any calculations relevant to this program.

The Company agrees that the normal scheduling practices of Cashier and Courtesy Clerk duties **will** not change **as** a result of this document.

Additional Buyouts

The Employer may sponsor additional buyout programs, subject to the foregoing terms.

VIII Seniority Requirements/Clarifications

1. All part-time employees **will** be scheduled by classification, i.e. Assistant Clerks **will** be scheduled separately.
2. Notwithstanding the provisions of the Collective Agreement, no article **will** prevent the Employer from hiring new part-time employees into the new classifications.

IX Implementation Committee

Issues that arise from the interpretation and application of this employee buyout and workforce restructuring proposal will be discussed and resolved within fourteen **(14) days** by a committee composed of Management and **Union** representatives who were involved in the drafting of this letter.

Any matter not resolved will be referred to a Single Arbitrator. **such** Arbitrator will have the authority to resolve **any such** matter referred to him/her. If the parties are unable to agree upon an Arbitrator ~~within~~ **seven (7) calendar days**, the Minister of Labour will be called upon to appoint **an** Arbitrator.

- X** ~~Notwithstanding the provisions of the Collective Agreement ratified in 1991, in the case of ambiguity or conflict, the 1993 amendments and the terms of this Letter of Understanding shall prevail.~~

XI Definition:

- 1) **Base** Period is the **52** week period ending January 30, 1993.
- 2) **The Base** Hours of part-time employees will be the **52** week average of weekly hours paid for the **52** weeks ended January **30, 1993**. The foregoing average **will** not include **full** weeks missed as **a result of Weekly Indemnity, Long Term Disability, Workers' Compensation, Maternity Leave, other verifiable unpaid Disability Leaves** and **3** weeks vacation for all part-time employees.
- 3) "Current employee" is an employee on the Employer's payroll as of the ~~date~~ **date** of ratification.
- 4) "New employee" **will** include those employees hired after March 17, 1993 **as well as** those employees who have accept the Employer's buyout **offer** **and** returned to or continued with the Employer under the new terms **and** conditions of work.
- 5) Bought Hours are those hours which are made available to the Employer ~~through~~ the acceptance of the buyout offers **by** current employees. They will be scheduled in the scheduling group where they originated.
- 6) Shared Hours are those hours which are the total hours created by ~~n o d~~ attrition, temporary leaves of absences both paid and unpaid, the **new growth hours**, hours worked in new departments, and new **business stores**.
- 7) A "competitor opening" will **mean** any new **store** (including a replacement **store**) opened by a competitor.

XII Base Hours Average

- 1) The Company will advise **each** employee in writing **as to** their **Base** Hours **within** 10 days of ratification.
- 2) The employee has a "window" of thirty (30) days in which to question their **Base** Hours.

- 3) Employees who are absent at the time of implementation will have **thirty** (30) days from their date of **return** in which to question their **Base Hours**.
- 4) The **Company** will reply to the employee in **writing** on any new Base Hours established.
- 5) The employee's **Base Hours Average** will be deemed accurate until verified differently.
- 6) In the case that there is a disagreement regarding the validity of an employee's **Base Hours Average**, a representative from the Company and one representative from the Union will resolve the matter.
- 7) **All** employee enquiries related to their **Base Hours will** be dealt with as soon as possible.
- 8) All employees' **Base Hours will** only be adjusted for instances of verifiable absences.

9.6 Layoffs (Full-Time)

~~Unless~~ merit, fitness and ability of the employee are greater than that of the other employee regularly **working full-time, seniority shall govern in cases of lay-off,** reduction to part-time employment and rehire.

Full-time employees **will** not be reduced to part-time, or laid off, due to the introduction of the Restructuring Document.

If, due to new major competition that significantly impacts the hours of work in a **store or stores**, full-time employees face a reduction to part-time or layoff, the following options will be made available to such full-time employees in an effort to maintain full-time **status**:

1. The employee may choose to work **six** days at their current rate or:
2. The employee may choose to **work as** many Bought Hours in their scheduling group at the top rate of the **new** job (or the equivalent rate in the **new** Cashier classification) **as is necessary** to maintain full-time **status**.

Full-time employees reduced to part-time **basis** shall be offered available work **in** accordance with the preceding paragraph. The **foregoing** provisions do not apply to employees hired to work on relief staff or replace employees who are absent due to vacations, sickness, accident or other leaves of absence.

A full-time employee, who **is** laid off or reduced to part-time, shall have the right to exercise their seniority over the most junior full-time employee in another classification. **Following** counselling and an explanation of the options available

by the Employer, **an** employee who exercises **this** right shall have a **maximum** of seventy four **(74)** hours to demonstrate their competence in **the** new classification.

An employee who ~~exercises~~ **his** seniority, pursuant to the preceding paragraph, will be ~~restricted~~ to one opportunity to do the job outside **his** classification in a competent manner.

No full-time employee shall have **his/her** hours reduced when a **part-time** employee is **working** hours in the store that could be worked by **the full-time** employee; in which event, the part-time employee shall have their hours reduced, **No** full-time employees shall have **his/her** hours reduced where junior full-time employees **are working** hours in the **Bargaining** Unit that could be worked by the senior employee; in which event, the junior employee **will** have **his/her** hours reduced.

Full-time employees laid off **in** accordance With ~~the above~~ provision by the Employer shall be recalled to work **in** order of seniority provided

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- i) no more than six (6) months have elapsed since the **last** day worked by the employee;
 - ii) the employee reports for duty within twenty four **(24)** hours from the **time** or ~~rec~~ **unless** the ~~kid @ employee~~ is **employed elsewhere** at the time of **recall**; and in **such** cases the recalled employee shall be given seven **(7)** days to report for duty;
 - iii) the employee is capable of **performing** the **work**;
 - iv) the Employer will send the recall notice by Registered Mail to the employee's last address on file with the Company and will send a copy to the **Union** office, and,
 - v) contained in (i) and (ii) above, respectively, shall be extended if, upon **recall**, an employee is unable to report due to **illness** or accident. Any extension granted shall be only for the duration of the illness or incapacity **from** accident, and the Employer may **require** the employee to provide written **confirmation** from a doctor or **such** **illness** or accident.

full-time employees, rehired **within** six (6) months of their lay-off shall **retain** their previous length of service for the purpose of this Article and the Vacation Article **6.1(a)**.

9.7 Reduction of **Hours**

The Employer shall not reduce the weekly hours of work of an employee for the purpose of replacing **such** hours **with** another employee at a lower hourly rate of **pay**.

The Union agrees that the Company shall have the right to determine the minimum number of employees it requires in each classification to provide service to the customers in its locations. The Company agrees to ~~maintain~~ the reduction of weekly hours of work for senior part-time employees wherever possible when a downward adjustment of hours is implemented.

9.8 Part-time Employees

Unless fitness and ability are greater than other part-time employees involved in the classification, in scheduling or calling in part-time employees, preference in the available weekly hours of work shall be given to senior part-time employees within their classification, insofar as this is consistent with their availability and willingness to perform the work.

The store schedule will show the weekly shifts to be worked. Consistent with the first paragraph, senior part-time employees within a classification will be given the opportunity to work the weekly shift in the fewer number of days.

Part-time employees shall not be (a) employed or scheduled to the extent that it results in the displacement of, or prevents the hiring of, full-time employees and (b) transferred by the Employer to another store if such transfer results in loss of hours or unless the employee so wishes to be transferred.

A part-time employee with over two (2) years seniority if formally laid off for more than four (4) consecutive weeks shall be able to exercise their seniority over the most junior employee within the Bargaining Unit in their own classification.

9.9 Part-time Employees (Layoffs of General Clerks and Clerk Cashiers)

Following the fourth consecutive week in which a general clerk or clerk cashier is not scheduled any hours in their own classification, they will have the option at that time of accepting a complete layoff or exercising their seniority as described below pursuant to Article 9.7.

1. The part-time general clerk/clerk cashier will fit into the courtesy clerk seniority list in order of their seniority.
2. The employee who exercises this option will be classified as a courtesy clerk.
3. A part-time general clerk/clerk cashier who exercises this option will receive the courtesy clerk rate of pay according to their career hours in their former classification.

eg. a clerk cashier with 1500 hours experience as a clerk cashier will receive the 1500 hour rate of pay on the courtesy clerk scale.

4. An employee who has exercised their option to become a courtesy clerk shall

be first in their store to be recalled to their former **classification** in their current store when there is an opening.

5. An employee who returns to their former **classification** pursuant to point 4 above will be reinstated to their previous **career** hours and rate of pay.

9.10 **Requests for Full-time Employment**

Part-time employees desirous of becoming full-time employees or increasing their hours of work shall inform the Employer, in **writing**. Employees who have applied for full-time employment shall be listed and considered in order of their **seniority with the Company**. All applications must be made on the understanding that the employee will accept a work assignment in any of the Employer's stores within the area covered by the Collective Agreement. It is understood that this Article is subject to Articles 11 and 12 of this Agreement.

Those employees who are desirous of becoming Pharmacy Technicians shall apply in writing to the **Human Resources** Department and shall be considered in order of **seniority**. The foregoing shall not restrict the Employer from hiring certified Pharmacy Technicians.

9.11 **Return to Work after Illness**

After absence due to **illness** or injury, the employee must be returned to his/her job when capable of performing his/her duties, provided two (2) years have not elapsed between their return and the last day worked. Upon return to work the employee will have his/her past seniority reinstated.

The original date of lay off due to sickness or disability leave shall prevail in an instance where an employee returns to work from sickness or accident and lays off again within two (2) consecutive weeks of their return to work as a result of the same injury or illness.

9.12 **Full-Tie Positions/Filling**

When a part-time employee works the basic work week for twelve (12) consecutive weeks, a full-time position will be deemed to exist and will be filled in accordance with Article 9.8 of this Agreement. If no written application for full-time employment is on file, then the first opportunity to fill the position will be given to the above employee if he/she is desirous of full-time employment.

This provision shall not apply to courtesy clerks or other employees hired for special projects or group assignments.

New Departments (Food For Less Only)

From time to time, the Company may establish new departments according to the

following criteria:

- 1) a new p u p of products or commodities **are** to be sold;
- 2) the ~~pre-existing mix~~ of products or commodities is substantially altered **to the extent** that merchandising and staff requirements are substantially **altered**.

When a new department is established, the department Supervisor for the Department **will** be added to the exclusions under Article 1 - bargaining Agency.

The **Union** and the Company agree to give the Company greater flexibility in **hiring** or replacing **persons** within the cosmetics, variety, health and beauty aids, **pharmacy and** floral departments and other departments developed pursuant to the **first** paragraph of this section. **Greater flexibility shall** be deemed to **mean** that employees working in the foregoing departments shall be hired or selected on the basis of their skills **and** seniority **as** determined by Management.

- 9.13** Employees promoted out of the bargaining until **shall retain** their **seniority** for a period of up to **six (6)** months.

9.14 **Transfers**

- ~~(a) Any employee may question~~ any contemplated ~~or proposed transfer~~. ~~Said~~ employee shall **first discuss** the matter with their **store** manager or **district** manager and if no solution to the **issues** connected with the ~~proposed transfers~~ can be found, then a meeting (between the affected employee, the store manager or **district** manager, the Company official designated to **handle** labour relations and a full-time representative of the Union) **will** be arranged prior to the transfer being implemented to resolve the matter. The aforesaid shall not be deemed to exclude the recognized function of Management to transfer employees where it is essential to maintain proper operation of the business.
- (b) If a vacancy arises in any of the Company **stores** covered by this Collective Agreement, the Employer **agrees** to give full consideration to any employee's request for transfer. **Any** employee **desirous** of transferring to another **store**, other than the one **to** which he/she **is** presently assigned, shall notify **the** Company in **writing**, indicating which **store(s)** he/she wishes **to** be transferred to.
- (c) No employee will be **required to** accept a transfer to a store or location outside the geographical jurisdiction of **this** Collective Agreement.
- (d) Where the Company **requests that an** employee transfer from one **store** to another he/she shall **maintain his/her** seniority for the purpose of working available hours and vacation entitlement.

- (e) Employees desirous of being located in a certain area covered by the jurisdiction of this Collective Agreement shall make such desire known to the Employer, in writing; and should openings occur in said area, then employees who have made such requests shall be given first opportunity to fill such vacancies.
- (f) Where an employee is transferred by the Employer from one store to another within the Bargaining Unit, he/she shall be allowed to retain his/her current seniority date.
- (g) The Company will give as much notice as possible when an employee transfers from one store to another.

9.15 Clerk-Cashier Transferability

Clerk-Cashiers wishing to transfer to General Clerk may do so in accordance with the following procedures:

- (a) Clerk-Cashiers wishing to become General Clerks shall make application for such transfer on a form supplied by the Employer upon request.
- (b) All Clerk-Cashiers shall be advised of the details of the programme and their rights and obligations under same.
- (c) Any employee who makes application for the programme within the first thirty (30) days after the details have been circulated shall be eligible to receive General Clerk hours as they become available, in accordance with their seniority.
- (d) Employees making application after this period shall become eligible for the programme in order of their date of application. Should the time of application of two or more employees coincide, then seniority shall be the determining factor among such employees.
- (e) Applicants must be prepared to perform the full scope of the General Clerk's job.
- (f) Applicants cannot maintain any restrictions regarding number of hours of work per week until all hours are in the General Clerk's category.
- (g) There will be a training period of two hundred and forty (240) hours of actual work within an eight (8) week period to decide:
 - (i) if the employee wants the work, and
 - (ii) if the employee can perform the work.

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(Such determination to be **subject** to the grievance procedure).

If ~~the~~ employee ~~wishes to~~ opt out of the programme during the **training period**, he/she may do **so** at any time. If, prior to the expiration of the **training** programme, the Employer **claims** that ~~the~~ employee **is clearly** incapable of performing the duties, the Employer **shall** consult with the **Union** and the **matter shall** be investigated to establish that a fair opportunity **has been extended** to the employee and that the employee will not be **able to perform** the duties by the end of the training period.

General Clerks **shall not be** able to exercise their seniority in claiming ~~these~~ hours, **as** they **are** hours made available for the purpose of **training and** evaluation.

If either (a) or (b) above are negative, the employee would **return to his/her** former Clerk-Cashier **status**.

(h) Employees, except students ~~who~~, presently, **are** being paid the General Clerk rate for all hours **worked**, would have ~~first~~ option **on** available hours ~~except~~ **as** set out in (g) above.

(i) **Clerk-Cashiers** on the programme ~~receiving~~ General Clerks' hours **must relinquish a corresponding number of hours as Clerk-Cashiers. They may** ~~claim~~ available hours only in the **General** clerk's category until he/she receives **thirty seven (37) hours per week** in the General Clerk's category.

Similarly, if there **is** a reduction **in** the number of General Clerk **hours** available to **such** employees, they may ~~exercise~~ their seniority in **claiming** a corresponding number of hours **as** Clerk-Cashier.

0-2 Months	2-4 Months	4+ Months
(0-330 Hours)	(331-660 Hours)	(661+ Hours)

March 17/93	15.26	15.54	16.04
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(j) Transfers from Clerk-Cashier to General Clerk shall take place **city-wide**.

(k) An employee transferring from Clerk-Cashier to General-Clerk hours shall be paid for **such** hours at the next **highest** rate on the General Clerk's ~~progression de~~, such rate to be **increased** in accordance with the number of hours spent **on** General Clerk's duties in accordance with the progression tables.

9.16 Call-In for Extra Hours

In the event ~~an~~ occasion **arises** where work beyond that which **is** scheduled is

necessary and additional hours **must** be worked the Company will **call-in** part-time employees in the area concerned in order of their seniority.

All employees who **are called** in shall **have** their additional hours posted on the schedule as **call-in** hours. Notwithstanding the **foregoing**, **an** employee who prefers not to **be called** in will indicate to the Employer in **writing** their **wished** and **this** will not change until the employee **changes** their availability for **call-in**, **in writing**.

ARTICLE 10 UNION'S _____ IN OF _____ AGEMENT'S RIGHTS

The **Union** agrees that the management of the Company • including the right to plan, **direct** and control store **operations**; the direction of the **working** force; the discharge of employees for proper **cause**, and those matters requiring judgment **as** to competency of employees • **is** the sole right and function of the Employer.

The Parties agree that the **foregoing** enumeration of Management rights **shall** not be deemed to exclude other recognized functions of Management **not** specifically covered in **this** Agreement. The Employer, therefore, **retains** all **rights not** otherwise **specifically** covered in **this** Agreement.

The exercise of the foregoing **rights** shall not alter any of the specific provisions of **this Agreement**.

It is understood that the discharge of employees for any reason whatsoever (including terminations for alleged incompetency), **are** subject to and may be processed under Grievance and Arbitration Articles of **this** Agreement.

Reprimands

No reprimands to **remain** on an employee's file after twenty-four **(24)** months and **are not** to be used **in disciplinary** proceedings.

ARTICLES 11 GRIEVANCE PROCEDURE

- (a) Any complaint, disagreement, or difference of opinion between the Employer **and** the **Union** or the employees covered by the Agreement which **concerns** the interpretations, application, operation or **alleged** violation of the terms **and** provisions of **this** Agreement, shall be considered **as** a grievance.
- (b) Any employee, the **Union** or the Employer may **present** a grievance. Any grievance which is not presented **within** fourteen **(14)** days following the event **giving rise** to **such** grievance (except by **errors in** respect to the employee's compensation which **must** be presented in **writing** within fourteen **(14)** days of the employee becoming aware of the event **giving** rise to **such** grievance), or within

ten (10) days of the last day worked in the case of a **dismissal**, shall be forfeited and waived by the aggrieved party.

(c) All grievances, except those **submitted** by the employee to **his/her immediate superior** or to the **Union**, shall be **submitted in writing** and **shall set forth**, clearly, the **issues and contentions** of the aggrieved party; the Employer *shall then* reply, in writing, to the **Union's** letter, setting forth **his** answer to the **points raised** by the **Union** in its grievance.

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

1st Step: **By** a discussion between the employee and **the Shop Steward and** employee's immediate superior **and/or store manager**. If a **satisfactory settlement cannot be reached** within five **(5) days**, then within **ten (10) days**:

2nd Step: The **Union** representative(s) may take up the matter with **the Company's official** designated by the Employer to handle labour relations' matters. If a satisfactory settlement cannot be **reached** within fourteen **(14) days**, the matter may then be referred to Arbitration, **as per Article 12**. It is agreed that under **unusual circumstances an employee may take his/her alleged grievance directly** to the **Union**.

When an employee's work performance is **such that** it may lead to discipline or **discharge** and **is** the subject of discussion between the employee and the Employer, the **Union** Steward shall be present.

ARTICLE 12 ARBITRATION

Arbitration **shall** involve either a Board of Arbitration, or a single arbitrator **mutually** acceptable to both parties. In the event the parties **cannot agree** to a single arbitrator, **then** the Board of Arbitration shall be composed of **three (3) members** and shall be established **as follows**:

Within ten (10) days (excluding Sundays and holidays) following receipt of notice, the Employer and the **Union**, each, shall select a representative to serve on the Board of Arbitration. The representative of the Employer and the **representative** of the **Union** shall, within five **(5) days** (excluding Sundays and holidays) after they, **each**, have been selected, **choose** an additional member to act **as chairman**. In the event of failure of the **nominees** of the **Union** and **the Employer** to **agree** upon a **chairman** within the **five-day** period specified, the Department of Labour **shall**, immediately, be requested to name a third member who shall act **as chairman** of the Board of Arbitration.

Within five days of the appointment of the **impartial chairman**, the **Board** of

Arbitration shall sit to consider the matter in dispute and shall render a decision within fourteen (14) days after its first session. It is understood and agreed that the time limits, as set forth herein, may be altered by mutual agreement between the Employer and the Union.

No person shall serve on a Board of Arbitration who is involved or directly interested in the controversy under consideration. Grievances submitted to an Arbitration Board shall be in writing and shall clearly specify the nature of the issues. In reaching its decision the Board of Arbitration shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions. The expenses of the impartial chairman shall be borne, equally, by the Employer and the Union, unless otherwise provided by Law.

The findings and decisions of the Board of Arbitration shall be binding and enforceable on all Parties.

ARTICLE 13 MISCELLANEOUS

13.1 Clerk Work Clause

Subject to exclusions in Article 1 of this Agreement, all work in the handling and selling of merchandise in the retail stores of the Employer shall be performed only by employees of the Employer who are in the Bargaining Unit and who are members of the United Food & Commercial Workers, Local 401, with the following exceptions:

- (a) Supervisory and specialist personnel of the Employer
- (b) Sales persons handling spice - Club House
- (c) Rack jobbers (Alberta Toy & Johnson Nut)
- (d) Food For Less Only - Rack jobbers who stock books, magazines, greeting cards and spices
- (e) Demonstrators
- (f) Special personnel assisting prior to new store opening and one week thereafter (including major store remodelling)
- (g) Sales persons employed in the building of special displays (mechanical only)

End-displays on regular store fixtures shall not be considered as special displays except that sales persons may assist in the design and decoration of such displays, provided that replenishing of merchandise shall be performed by employees of the Employer.

"Sales persons", for the purposes of this section, shall mean persons other than employees of the Employer.

To further ensure compliance by salesmen with the immediately preceding paragraph, the Employer agrees to write to all the employers of salesmen, informing them that salesmen who persist in violating the provisions of the foregoing paragraph will be excluded from the store of the Employer concerned.

When there is a violation of the Clerk's Work Clause in any particular store, the Union will provide a written warning to the Store Manager, with copies to the Industrial Relations and Human Resources Managers. In the case of a subsequent violation in that particular store within twelve (12) months of the written warnings (by any Sales Representative regardless of the Company), the Employer will pay a fine of Two Hundred Dollars (\$200.00). Such fine will be paid by the Employer to the United Food & Commercial Workers Dental care Plan.

The imposition of a fine in any particular store will mark the beginning of a new period for the implementation of the procedure laid out above.

h) Salesmen Checking Outdated Merchandise

Sales Representatives will be allowed to check code dates for outdated merchandise. Sales Representatives may remove their own company's off-code produce, unsuitable for sale, from shelves or display cases and put such off-code product in a shopping buggy. Once the off-code produce is in a buggy it must be handled by the Store Manager, or another employee in the store. The person so designated must either take the buggy into the back room or to the Sales Representative's vehicle. Any replacement of stock shall be done by a member of the bargaining unit who has the responsibility to do so. If the Sales Representative wishes to make an immediate replacement of stock, such stock shall be put into the stock room and the appropriate member(s) of the bargaining unit shall place it on the shelf or in the display case.

i) Special Promotional Material

Sales Representatives will be allowed to attach special promotional material on stock which is already on the sales floor. Sales representatives will not be allowed to put promotional material on stock which is in the back room.

j) Relines

Sales Representatives will be allowed to work in the store in the following cases:

i) **Change in Schematics**

When there is a change in schematics (i.e. new products **are** added, and/or certain products are delisted) Sales Representatives **will be** allowed to face the **sections** affected.

ii) **New Safeway Programs**

When the same product is displayed in different fixtures, Sales Representatives will install the **rack/fixture** and **will** do the **initial** facing.

iii) **New Categories**

When new product lines are introduced to a **store**, Sales Representatives **will install** the **rack/fixture** and do the **initial stocking**.

iv) **Store Relines (Involving the Safeway Reline Crew)**

In **relines** involving less than **50%** of the **store** shelf space and less, Sales Representatives will face the product.

~~In **relines involving 50% or more** of the **store shelf space**, Sales Representatives will stock the product.~~

v) **Major Store Remodel**

Sales Representatives **will stock** the product **as** set out in the present Collective Agreement.

vi) **New Stores**

Sales Representatives will **stock** the product **as** set out in the **present** Collective Agreement.

vii) **Where** salesmen will be involved **as** set out in subsections (i) through (vi) the **Union will be** notified in advance.

k) **Greeting Cards**

i) Greeting Card Sales Representatives **will be** allowed to pull tickets **and** reorder.

ii) Greeting Card Sales Representatives **will be allowed** to straighten **cards** and envelopes in all sections if they work with an employee who normally works in the card section.

iii) **Greeting Card Salts** Representatives will reline and stock seasonal promotions. The seasonal promotions are:

Halloween
Christmas
Valentine's Day
Easter
Mother's Day
Father's Day

13.2 **Maintenance and Adequate**

The Employer agrees to maintain adequate heating and lighting facilities in each store while work is being performed in the location.

13.3 **Union Decal**

The Employer agrees to display the official Union Decal of the United Food & Commercial Workers in a location where it can be seen by customers.

13.4 **Wearing Apparel**

~~(a) The Employer shall furnish, without cost to the employee, smock or apron, and the Employer shall pay for repair and laundering of same in compliance with the order of the Alberta Labour Relations Code.~~

Special clothing, such as rain capes and parkas, is to be supplied as decided by the Employer, where required. Members shall be permitted to wear sweaters and/or such other clothing as they may deem necessary providing such clothing conforms to Company policy. Gloves will be made available, as required, for use in cold weather. (Employees shall be permitted to wear suitable boots in inclement weather).

The Employer agrees to supply rubber boots to employees in produce who require them.

(b) **Lockers**

The Employer will not search an employee's locker without his/her consent or proper authorization.

The Union and the Employer agree to meet and discuss reasonable changes to locker facilities where present locker space is inadequate.

13.5 **Time Off to Vote**

The Employer agrees that he will fully comply with any law requiring that

employees be given time off to vote.

13.6 Polygraph Tests

The Employer agrees that polygraph or similar lie-detector **tests** will not be **used**.

13.7 Work Assignments

If an employee believes the amount of work he/she is required to **perform is** in excess and over what is required from the rest of the **staff** and it **will** result in an occupational injury to him/her, the question shall be referred to Article 11, Grievance Procedure, and Article 12, Arbitration.

13.8 Strikes and Lockouts

There **shall** be no **strikes** or lockouts during **the** term of this Agreement, **as per** Sections **69** and **70** of the Alberta Labour Relations Code.

13.9 Visits to Stores

Duly authorized representatives of the **Union** shall be entitled after notifying the **store** manager or personnel in charge of operations during his/her absence, to visit the store for the purpose of **observing working conditions, interviewing** members and unsigned employees, and to ensure that the terms of the Collective Agreement are being observed. **Such** interviews may be held in a place designated by the **store** manager.

"A full-time Union Representative, after notifying the Store Manager or their designated relief, shall be permitted, during hours when the store is open, or review the posted hours of work scheduled and time cards." Any alleged discrepancies shall be presented, in writing, to the Company's Industrial Relations Department under Article 11 of this Agreement.

13.10 Discrimination/Intimidation

(a) Employees **will** not be subject to intimidation by the store management **as a** result of exercising their legitimate **rights** under the Collective Agreement.

No employee shall be charged or discriminated against for any lawful union activity, or for **serving** on a union **committee** or for reporting to the union the violation of any provisions of this Agreement. Instances of alleged violations of the foregoing **will** be brought to the attention of the Industrial Relations and Human **Resources** Managers, and a full investigation by the parties **will** follow.

If an employee walks off the job and alleges Management has deliberately coerced or intimidated him/her into doing **so**, the matter shall be considered

under the Grievance Procedure; and if **such** allegations are proved to **be** true, then the employee shall be considered not to have resigned. Such grievances must be **filed** no later than **three** (3) days after the incident that gave rise to the situation.

The Company and the Union endorse the principles contained in the Individuals **Rights** Protection Act and agree to work together to ensure **that** no employee is discriminated against because of their sex, race, creed, colour, religion or age.

(b) Sexual Harassment

The Union and the Company agree that the **stores** covered by **this** Collective Agreement should be free of sexual harassment, and the Company and **the** Union agree to cooperate with each other in preventing and eliminating sexual harassment.

The employee shall have the right to grieve under the Collective Agreement.

13.11 Union Stewards

The Employer agrees that Union Stewards will not be transferred (except with the **consent** of the **employee involved**) to another **store, providing** the Union supplies the Employer with a current **list** of the Union Stewards and their locations, every three (3) months.

13.12 Transportation

The Employer agrees to pay the **cost** of transportation when **an** employee **is** transferred to another store during the course of the employee's day's **work**. When an employee is transferred to another **store** during regular working hours, the time taken during transit will be paid for by the Employer **at** the **regular** hourly rate.

13.13 Notices

Notices **pertaining to** Union meetings, Union social events, or matter of information relating to the membership of the Union may be posted on the store bulletin board after **such** notices are approved by Management.

Bulletin Boards

Union business **only** bulletin boards **will** be supplied by the Union and will be placed in an area of the store **as** mutually agreed. Bulletins may only be posted by a person **so** authorized by the **Union**. Bulletins that pertain to matters **other** than **meeting** notices, dental plan information and pension plan information shall only be posted by mutual agreement between the **Union** and the Employer.

13.1 Technological Changes

The Employer agrees to notify the Union at least three (3) months in advance of any technological change that may result in the displacement of employees.

Any full-time employee with one (1) or more years of service, displaced due to technological changes, shall be trained for any new positions created by the technological change, or retrained for a position presently in existence within the Bargaining Unit, providing they have sufficient seniority to displace a junior employee. Said employee shall be given the eight-(8) month rate in that classification, If the employee is successfully retrained within the similar period given a new employee under Article 9.2 of this Agreement, the employee may then exercise his/her seniority rights over junior, full-time employees within that classification, If the employee is successfully retrained within the period given, then the employee will progress through the acceleration period of the new classification.

If said employee cannot satisfactorily be retrained in that position he/she shall be afforded an opportunity, based on seniority, to work part-time in his/her former classification, if said classification is still in existence; otherwise, he/she shall be terminated with severance pay, as below:

If an employee refuses part-time employment, he/she shall be considered to have terminated employment with the Company. Any regular, full-time employee with one (1) or more year's service, whose employment is terminated by the Employer under this provision, shall receive one (1) week's severance pay for each year of continuous full-time service, up to a maximum of fifteen (15) weeks' pay.

This clause does not apply to employees who accept other employment with the Employer outside the jurisdiction of this Agreement.

The Employer will attempt, to the best of his ability, to find a job Within the Bargaining Unit for full-time employees with less than one (1) year's seniority, and part-time employees. If it is not possible, service of said employees will be terminated.

This section is intended to assist employees affected by any technological change and, accordingly, any legislation enacted by the Alberta Provincial Government would not apply during the term of the Collective Agreement between the Employer and the Union, providing this clause meets the minimum standards of such legislation.

13.15 Displaced Employees - Closing of Department

When a full-time employee with one (1) or more year's service is displaced due

to a department closing or a job becoming redundant and who has sufficient seniority to displace a junior employee, the Employer agrees to give training to said employee, for a position presently in existence within the Bargaining Unit. Said employee shall be given the eight-month rate in that classification. If the employee is successfully retrained within the similar period given a new employee (160 hours), the employee may then exercise his/her seniority rights over junior, full-time employees within that classification. If the employee is successfully retrained within the period given, then the employee will progress through the acceleration period of the new classification. If said employee cannot satisfactorily be retrained in that position, the employee shall be afforded an opportunity, based on seniority, to work part-time in their former classification, if such classification is still in existence; otherwise, the employee shall be terminated with severance pay as below:

If an employee refuses part-time employment, he/she shall be considered to have terminated employment with the company. Any regular, full-time employee with one (1) or more year's service, whose service is terminated by the Employer under this provision, shall receive one (1) week's severance pay for each year of continuous, full-time service, up to a maximum of fifteen (15) weeks' pay. This clause does not apply to employees who accept other employment with the Employer outside the jurisdiction of this Agreement.

The Employer will attempt, to the best of his ability, to find a job within the Bargaining Unit for full-time employees with less than one (1) year's seniority and part-time employees. If it is not possible, services of said employees will be terminated.

13.16 Joint Labour Management Committee

The Employer and the Union agree to establish a Joint Labour Management Committee to meet regularly, but not less than four (4) times per year to discuss any items that are of concern to either party arising out of the operation of the facilities covered by the Collective Agreement.

The Joint Labour Management Committee shall be comprised of the representative of Industrial Relations, employee Relations Department, Store Managers, and District Managers, on behalf of the Employer, and Union members consisting of up to six people representing the various departments and at least one full-time representative of the Union representing the Union.

Either Party shall inform the other at least three (3) days in advance of any scheduled meeting of the items it wishes to place on the agenda for that meeting.

It is agreed by the Employer and the Union that the understanding is that J.L.M. meetings will be on store or division basis.

13.17(a) The General Clerk classification in the Collective Agreement states:

"General Clerks" • to perform any duties other than in the Meat or **Bakery** Departments.

These duties include:

Grocery

1. Write grocery order.
2. Loading and ~~unloading~~ of all merchandise • receiving freight • checking in merchandise • ~~stocking~~ in back room.
3. Selecting and loading • merchandise for **sales** floor distribution.
4. Cutting **cases** • price ~~marking~~ and changes.
5. Night ~~stocking~~ and day ~~stocking~~ • merchandise on shelves,
6. Set up displays.
- ~~7. **Frozen** Food, Dairy and Bakery Section • loading, **unloading, storage,** rotation and ordering.~~
8. Schedule **flow** of merchandise • arrange **stock** room, laundry supplies, damaged merchandise, spoils, salvage, empty bottle program.
9. Customer Service • basket retrieval.
10. **File** maintenance (the employee in the store who bears the chief ~~responsi-~~ bility for the maintenance and implementation of **store** scanner **files**.)

And any and all other duties as may be assigned by the Store Manager.

Produce

11. Write produce orders.
12. **Check** in produce.
13. Display merchandise, rotate product.
14. **Trimming**, washing produce, open containers, prepare produce for display in salesroom,
15. Load and unload ~~stocking~~ trucks with produce for display in salesroom.

16. Garbage disposal • Supply and Sales are to be kept clean and neat.

Sanitation

17. Sanitation Program • upkeep.

18. Washing and cleaning • floors (maintenance) shelves **wash** and **dust**, light fixtures, windows, clean parking lot.

19. Garbage and cardboard • look after refuse, bailing cardboard.

20. Up-keep-Carl • minor repairs • hanging signs.

Any and all other duties **as** may be assigned by the **store** manager.

(b) **Clerk-Cashiers & Bakery Sales**

Any Clerk-Cashier assigned to **perform similar** duties **as** a General Clerk, **subject only** to the condition that **such** wage differential equals no more than the difference between the current base rate of Clerk-Cashier and the appropriate scale rate in the General Clerk classification.

The duties of a Clerk-Cashier are as follows:

1. Check-stand duties.
2. Price Changes (including the changing of shelf tickets).
3. Office Work.
4. Stocking of chocolate bars, chewing **gum** and **candy** in the checkstand **area**.
5. Stocking of nylons and tobacco, excluding case lots tobacco products.
6. Cleaning and housekeeping duties relating to check-stand, snack bar or bakery counter.
7. Bakery-counter.

If Clerk-Cashiers, during an eight-(8) hour **shift**, **perform** duties other than those listed above for a period of one or more hours on their shift, they shall be paid a wage differential equal to the difference between their current base rate and **the** appropriate rate in the General Clerk classification.

Clerk Cashiers who wish to be trained for office work in their **store must** apply in writing to the Store Manager. Clerk **Cashiers** wishing to **perform** office work

will be assigned **such** work in accordance with available openings that occur after ratification.

Applicants shall receive consideration based on their seniority, work performance on their present job and providing they have the capability to acquire the **skills necessary** to perform **such** office work following a period of training.

An applicant will have to demonstrate satisfactorily to the Company the abilities required in the performance of office work and must ~~meet~~ fair and reasonable **standards** as set by the Company for this work.

If after a reasonable period of training (not exceeding 160) hours) the **clerk** cashier is not performing the duties of the job satisfactorily, he/she shall no longer be eligible for office work.

The foregoing does not entitle a clerk cashier to work exclusively office work shifts and hours worked in the office shall be considered as cashier hours for the purpose of scheduling available weekly hours of work.

(c) Bakery Sales Classification

Only bakery sales clerks will be scheduled to work bakery sales shifts.

Relief for bakery sales clerks will be provided from outside the classification should there not be sufficient relief help available in the department.

(d) Juice Bar Employee - Job Description

Prepares and displays the various items which are sold in the Juice Bar (e.g. juices, **salads**, prepared fruit, frozen yogurt).

Cleaning of Juice Bar area (including the juice machine, yogurt machine, display cases, prep area, etc.).

Orders the required supplies.

Answers customers' questions.

Demonstrating of products.

The foregoing represents the main function of a Juice Bar employee, but are not restricted to same.

Any juice bar employee who performs work outside their classification for fifteen (15) minutes or more in a shift, shall be paid the top rate of the general clerk classification for the complete shift.

(e) **Job Description - Health & Beauty Aid/Variety Clerk**

Orders and **stocks** the various types of variety merchandise.

Orders, **stocks**, and **assists** in merchandising the weekly **specials**.

Responsible **for** the continuity programs and **firm** orders.

Completion of associated paperwork (e.g. checking invoices & preparing pick-up slips).

It is understood that the foregoing **represents** the **main** functions of a HABA/Variety clerk, but are not restricted to same.

Any HABA/Variety Clerk who **performs** work outside their classification for **fifteen (15)** minutes **or** more in a shift, shall be paid the top rate of the general clerk classification for the complete shift.

(f) **Job Description - Pharmacy Technician**

Under the direct supervision of a Pharmacist:

~~Obtains the necessary~~ patient and prescription information and updates the patient profile.

Prepares the prescription order (counting/measuring and pouring, generating the prescription label).

Operates the pharmacy cash register.

Inventory control of prescription **drugs**, pharmacy supplies and variety merchandise (ordering/receiving/rotating stock and maintaining inventory files in computer).

Facing and stocking shelves in the sales area adjacent to the pharmacy when time **permits**.

It **is** understood that the foregoing represents the main functions of a Pharmacy Technician, but are not restricted to the same.

Any Pharmacy Technician who performs **work** outside their classification for **fifteen (15)** minutes **or** more in **a** shift, shall be paid the top rate of the General Clerk classification for the complete shift.

(g) **Floral Clerk - Job Description**

~~To~~ be knowledgeable in plant **care** and maintenance of all fresh cut product.

Responsible for maintenance of log book and general ledgers.

Responsible for maintenance of inventories including ordering fresh cut products and potted products.

Operates Floral Department cash register.

Cleaning and general upkeep of department.

Designing, merchandising, scheduling.

It is understood that the foregoing represents the main functions of a Floral Clerk, but are not restricted to same.

Any Floral Clerk who performs work outside their classification for fifteen (15) minutes or more in a shift, shall be paid the top rate of the General Clerk classification for the complete shift.

h) Postal Outlet Departments

The Parties agreed to amend the current collective Agreements in Alberta to provide for the creation of Postal Outlet Departments in the retail stores of the Employer. Except as provide below, all terms Collective Agreement will apply to employees who work in the Postal Outlet Departments.

Senior Postal Clerk

0 - 5000 hours	\$ 6.80
501 - 1000	7.56
1001 - 1500	8.32
1501 - 2000	9.08
2001 - 2500	9.84
2501 - 3000	10.60
3001 - 3500	11.36
3501 - 3848	12.12
3849 +	12.88

Postal Clerk

0 - 5000 hours	\$ 6.25
501 - 1000	6.91
1001 - 1500	7.57
1501 - 2000	8.23
2001 - 2500	8.89
2501 - 3000	9.55
3001 - 3500	10.21
3501 - 3848	10.87
3849 +	11.50

1. The Company will give **first** consideration to present employees before hiring new **staff to** work in these departments. The following will not preclude the Company from hiring new employees should there not be suitable candidates **among** the current employees.
2. Employees classified **as** Postal Clerks will not work outside the **Postal** Outlet. **This will** not prevent the Company from assigning **tasks to be** performed within the Postal Outlet by Postal Clerks **such as** the handling of utility bills, lottery tickets, miscellaneous tickets, etc.
3. ~~Employees who are not classified as Postal Clerks (eg; Customer~~ **Service** employees) will perform work in this classification **during** periods where **there** is insufficient work to warrant the scheduling of a Postal Clerk **and** also to provide relief when a Postal Clerk is unavailable due to **rest and** meal periods.
4. When a Postal Clerk relieves a Senior Postal Clerk for two days or more in the **case** of Northern Alberta (for over two days in the **case** of **Southern** Alberta), that employee will receive a rate of pay on the Senior **Postal** Clerk wage scale which **is** in accordance with their hours worked **as** a Postal Clerk.

(i.e.) A Postal Clerk who has worked 1600 hours **as a** Postal Clerk **and** is receiving **\$8.23/hour** would receive **\$9.08/hour**, the **1600** rate for a Senior Postal Clerk when relieving that employee **as set** out in above paragraph.

13.18 **Express Checkouts**

Express checkout duties will be rotated, unless otherwise mutually agreed, **so that** no Clerk Cashier will be required to serve more than five (5) hours **per** day in **such** duties.

13.19 **Safety**

It shall be the duty and responsibility of both the Employer and the employee to cooperate and insure that tools, equipment and utilities used by the employees are maintained in a good and safe condition. .

13.20 **Joint Work Site Health and Safety Committee**

1. There will be a Joint Work Site Health and Safety Committee in **each store**. The purpose of this **committee** will be the promotion of occupational health and safe work practices in the **work** place. Employee representatives will be elected from and by the bargaining unit members in that store, The **maximum** number of participants on the committee **will** be ten **(10)** and a **minimum** number of participants will be three (3). **There** will be **more** employee representatives than Employer representatives.

2. In Food For Less Stores, Non **Union** Supervisors/Managers will, along with the Store manager, comprise those who **will** act as Employer representatives. In conventional **stores** where no Store Supervisor has **been** appointed, the Assistant Store Manager **will** also be eligible to act as an Employer representative.

3. **Election of Employee Representatives**

Safety Representatives in each **store** will be responsible for conducting the election of employee representatives, The election will be preceded by a **call** for **nominations**. Should more employees wish to participate than are permitted according to the maximum **as** set out in (1) above, an election will be held. Should fewer employees than are **permitted** by the **maximum** in (1) above wish to participate, then those employees who have let their names stand for election will be the designated employee representatives.

4. Although employee representatives will be involved in identifying violations of safety procedures, they will not be involved in the discipline of employees.

5. **Time Spent Attending Meetings**

If an employee **is** not scheduled for **work** when a Safety **Committee** meeting is held, attendance will be voluntary. Any employee who attends a Safety **Committee** meeting **will** be paid at the straight time rate and further, those hours paid **will** not result in the payment of overtime elsewhere in the day or week. In addition there will be no **minimum call-in** payable pursuant to Article 5.4 for those employees who decide to attend a Safety **Committee** meeting on a voluntary **basis**.

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ARTICLE 14 EXPIRATION AND RENEWAL

This Agreement shall be effective from March 17, 1993 and shall remain in force until March 16, 1996, and thereafter from **year** to year; but either Party **m y** , not more **than** One hundred and twenty **(120)** days and not less than **sixty (60)** days before the expiry **date** or renewal date of **such** Agreement, give notice, **in** writing, to the other Party to **(a)** terminate **such** Agreement, or **(b)** to negotiate **revisions** thereof.

Should either **Party** give notice pursuant to **(b)** above, this Agreement shall thereafter continue in full force and effect and neither Party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of **any** employee for **whom** collective bargaining **is** being conducted, or alter any other term or condition of employment until:

- (i)** the Union serves notice of strike in accordance with the Alberta Labour Relations Code.
- (ii)** the Employer **serves** notice of lockout in accordance with the **Alberta** Labour Relations Code.

SIGNED THIS 8th DAY OF November, 1993 in the City of Calgary, ALBERTA

FOR THE EMPLOYER

Scott Boyd

FOR THE UNION

John M. Moran

Floral Operator

In floral departments **consisting of *three* (3) or more employees** the Employer will designate a Floral Operator and such operator will receive a premium of \$1.25 per hour.

Juice Bar Operator

Effective June 30, 1991, Juice Bar Operator will receive fifty (\$.50) cents per hour above Juice Bar Rate of Pay.

OFF-SCALE RATES

Wage increases shall be implemented on the basis that the *start* rates **will remain** unchanged for the duration of the Agreement. The increase therefore **will** be prorated to increase scale rates **by** 100% on the top rate and 0% on **the** lowest rate.

Consistent with the last Agreement, should any of the across-the-board **increases** result in an employee receiving an off-scale rate within **his/her** classification then the employee **shall remain** at the off-scale rate until **his/her** experience qualifies **him/her** for the next **higher** rate on the following wage scale.



**RATES AND SCALES FOR CURRENT EMPLOYEES IN ALBERTA AND NEW HIRES
IN CALGARY, EDMONTON AND BANFF**

GENERAL CLERK/CUSTOMER SERVICE/HEAD CASHIER

Hours	Rate
0 - 500	\$ 7.80
501 - 1000	8.83
1001 - 1500	9.86
1501 - 2000	10.89
2001 - 2500	11.92
2501 - 3000	12.95
3001 - 3500	13.98
3501 - 3848	15.01
3848 + hrs	16.04
Ass't Mgr	17.09
Prod Mgr	16.87

CLERK CASHIER/BAKERY SALES/OFFICE CLERK

0 - 500	6.80
501 - 1000	7.85
1001 - 1500	8.90
1501 - 2000	9.95
2001 - 2500	11.00
2501 - 3000	12.05
3001 - 3500	13.10
3501 - 3848	14.15
3848 + hrs	15.22

15.22 *ban.*

COURTESY CLERK

0 - 500	6.00
501 - 1000	6.45
1001 - 1500	6.90
1501 - 2000	7.35
2001 - 2500	7.80
2501 - 3000	8.25
3001 - 3500	8.70
3501 - 3848	9.15
3848 + hrs	9.60

UTILITY CLERK

0 - 500	7.64
501 - 1000	8.60
1001 - 1500	9.56
1501 - 2000	10.52
2001 - 2500	11.48
2501 - 3000	12.44
3001 - 3500	13.40
3501 - 3848	14.36
3848 + hrs	15.30

**HEALTH & BEAUTY AID/VARIETY/FLORAL CLERK/
PHARMACY TECH/COSMETIC CLERK/JUICE BAR**

0 - 500	\$6.80
501 - 1000	7.56
1001 - 1500	8.32
1501 - 2000	9.08
2001 - 2500	9.84
2501 - 3000	10.60
3001 - 3500	11.36
3501 - 3848	12.12
3848 + hrs	12.88

BAKERS

Start	10.55
30 + days	16.46
Bakery Manager	17.97

BAKERY APPRENTICE

1st Year	65% of Journeyman Baker's Rate
2nd Year	75% of Journeyman Baker's Rate
3rd Year	85% of Journeyman Baker's Rate
4th Year	Same rate as Journeyman Baker

RATE OF PAY - BAKERS TAKING THE BUYOUT AND RETURNING

The following scale will apply to current Bakers who take the buyout and return to work as a Baker:

0 - 500	\$ 10.00
501 - 1000	10.72
1001 - 1500	11.44
1501 - 2000	12.15
2001 - 2500	12.87
2501 - 3000	13.59
3001 - 3500	14.31
3501 - 4000	15.02
4001 - 4160	15.74
4160 +	16.46

BAKERY PRODUCTION ASSISTANT CLERK

0 - 500	7.25
501 - 1000	7.91
1001 - 1500	8.57
1501 - 2000	9.23
2001 - 2500	9.89
2501 - 3000	10.55
3001 - 3500	11.21
3501 - 3848	11.87
3848 + hrs	12.50

CAKE DECORATOR - NEW EMPLOYEES

0 - 500	7.80
501 - 1000	8.73
1001 - 1500	9.66
1501 - 2000	10.59
2001 - 2500	11.52
2501 - 3000	12.45
3001 - 3500	13.38
3501 - 3848	14.31
	15.24

CAKE DECORATOR - CURRENT EMPLOYEE

0 - 962	7.80
963 - 1924	9.66
1924 - 2886	11.52
2887 - 3848	13.38
3849 +	15.24

ICER/PACKER - NEW EMPLOYEES

0 - 500	7.56
501 - 1000	8.49
1001 - 1500	9.42
1501 - 2000	10.35
2001 - 2500	11.28
2501 - 3000	12.21
3001 - 3500	14.07
3501 - 3848	15.00
3848 + hrs	15.02

ICER PACKER - CURRENT EMDY VE

0 - 962	7.56
963 - 1924	9.43
1924 - 2886	11.30
2887 - 3848	13.17
3849 +	15.02

**GROCERY ASSISTANT CLERK/PRODUCE ASSISTANT CLERK/
CAKE DECORATING ASSISTANT CLERK/BAKERY SALES ASSISTANT CLERK
VARIETY ASSISTANT CLERK/FLORAL ASSISTANT CLERK**

0 - 500	6.25
501 - 1000	6.91
1001 - 1500	7.57
1501 - 2000	8.23
2001 - 2500	8.89
2501 - 3000	9.55
3001 - 3500	10.21
3501 - 3848	10.87
3848 + hrs	11.50

HEALTH CARE CONSULTANT

0 - 500	8.00
501 - 1000	8.74
1001 - 1500	9.48
1501 - 2000	10.22
2001 - 2500	10.96
2501 - 3000	11.70
3001 - 3500	12.44
3501 - 3848	13.19
3848 + hrs	13.88

EMPLOYEES HIRED FOLLOWING THE SUNDAY AFTER RATIFICATION IN TOWNS AND CITIES OTHER THAN CALGARY, EDMONTON AND BANFF

GENERAL CLERK/CUSTOMER SERVICE/HEAD CASHIER

<u>Hours</u>	<u>Rate</u>
0 - 500	\$ 7.80
501 - 1000	8.72
1001 - 1500	9.64
1501 - 2000	10.56
2001 - 2500	11.48
2501 - 3000	12.40
3001 - 3500	13.32
3501 - 4000	14.24
4001 - 4160	15.16
4160 +	16.04
Ass't Mgr	17.09
Prod Mgr	16.87

CLERK CASHIER/BAKERY SALES/OFFICE CLERK

0 - 500	6.80
501 - 1000	7.74
1001 - 1500	8.68
1501 - 2000	9.62
2001 - 2500	10.56
2501 - 3000	11.50
3001 - 3500	12.44
3501 - 4000	13.88
4001 - 4160	14.32
4160 +	15.22

COURTESY CLERK

0 - 500	6.00
501 - 1000	6.40
1001 - 1500	6.80
1501 - 2000	7.20
2001 - 2500	7.60
2501 - 3000	8.00
3001 - 3500	8.40
3501 - 4000	8.80
4001 - 4160	9.20
4160 +	9.60

UTILITY CLERK

0 - 500	7.64
501 - 1000	8.49
1001 - 1500	9.34
1501 - 2000	10.19
2001 - 2500	11.04
2501 - 3000	11.89
3001 - 3500	12.74
3501 - 4000	13.59
4001 - 4160	14.44
4160 +	15.30

**HEALTH & BEAUTY AID/VARIETY/FLORAL CLERK/
PHARMACY TECH/COSMETIC CLERK/JUICE BAR**

0 - 500	\$ 6.80
501 - 1000	7.48
1001 - 1500	8.16
1501 - 2000	8.84
2001 - 2500	9.52
2501 - 3000	10.20
3001 - 3500	10.88
3501 - 4000	11.56
4001 - 4160	12.24
4160 +	12.88

BAKERS

Start	10.55
30 + days	16.46
Bakery Manager	17.97

BAKERY APPRENTICE

1st Year	65% of Journeyman Baker's Rate
2nd Year	75% of Journeyman Baker's Rate
3rd Year	85% of Journeyman Baker's Rate
4th Year	Same rate as Journeyman Baker

RATE OF PAY - BAKERS TAKING THE BUYOUT AND RETURNING

The following scale will apply to current Bakers who take the buyout and return to work as a Baker:

0 - 500	\$ 10.00
501 - 1000	10.72
1001 - 1500	11.44
1501 - 2000	12.15
2001 - 2500	12.87
2501 - 3000	13.59
3001 - 3500	14.31
3501 - 4000	15.02
4001 - 4160	15.74
4160 +	16.46

BAKERY PRODUCTION ASSISTANT CLERK

0 - 500	7.25
501 - 1000	7.83
1001 - 1500	8.41
1501 - 2000	8.99
2001 - 2500	9.57
2501 - 3000	10.15
3001 - 3500	10.73
3501 - 4000	11.31
4001 - 4160	11.89
4160 +	12.50

CAKE DECORATOR

0 - 500	7.80
501 - 1000	8.63
1001 - 1500	9.46
1501 - 2000	10.29
2001 - 2500	11.12
2501 - 3000	11.95
3001 - 3500	12.78
3501 - 4000	13.61
4001 - 4160	14.44
4160 +	15.24

ICER/PACKER

0 - 500	7.56
501 - 1000	8.39
1001 - 1500	9.22
1501 - 2000	10.05
2001 - 2500	10.88
2501 - 3000	11.71
3001 - 3500	12.54
3501 - 4000	13.37
4001 - 4160	14.20
4160 +	15.02

**GROCERY ASSISTANT CLERK/PRODUCE ASSISTANT CLERK/
CAKE DECORATING ASSISTANT CLERK/BAKERY SALES ASSISTANT CLERK
VARIETY ASSISTANT CLERK/FLORAL ASSISTANT CLERK**

0 - 500	6.25
501 - 1000	6.83
1001 - 1500	7.41
1501 - 2000	7.99
2001 - 2500	8.57
2501 - 3000	9.15
3001 - 3500	9.73
3501 - 4000	10.31
4001 - 4160	10.89
4160 +	11.50

HEALTH CARE CONSULTANT

0 - 500	8.00
501 - 1000	8.65
1001 - 1500	9.30
1501 - 2000	9.95
2001 - 2500	10.60
2501 - 3000	11.25
3001 - 3500	11.90
3501 - 4000	12.55
4000 - 4160	13.20
4160 +	13.88

Current Bakery Production *Assistants* will be reclassified on the Sunday following ratification as Bakery Clean-up employees.

Effective on the **Sunday** after ratification, these employees shall have their wage rate reduced in accordance with the following:

0 - 500	\$ 5.75
501 - 1000	6.34
1001 - 1500	6.93
1501 - 2000	7.52
2001 - 2500	8.04
2501 - 3000	8.63
3001 - 3500	9.22
3501 - 3848	9.81
3848 + hrs	10.45

the duties for these employees will remain unchanged and **will** be those set out in Appendix B, Section 6(c)

RATES AND SCALES FOR CURRENT EMPLOYEES IN FORT MCMURRAY

GENERAL CLERK/CUSTOMER SERVICE/HEAD CASHIER

<u>Hours</u>	<u>Rate</u>
0 - 500	\$ 7.80
501 - 1000	8.84
1001 - 1500	9.88
1501 - 2000	10.92
2001 - 2500	11.96
2501 - 3000	13.00
3001 - 3500	14.04
3501 - 3848	15.08
3849 + hrs	16.13
Ass't Mgr	17.09
Prod Mgr	16.87

CLERK CASHIER/BAKERY SALES/OFFICE CLERK

0 - 500	6.80
501 - 1000	7.86
1001 - 1500	8.92
1501 - 2000	9.98
2001 - 2500	11.04
2501 - 3000	12.10
3001 - 3500	13.16
3501 - 3848	14.22
3849 + hrs	15.30

COURTESY CLERK

0 - 500	6.00
501 - 1000	6.45
1001 - 1500	6.90
1501 - 2000	7.35
2001 - 2500	7.80
2501 - 3000	8.25
3001 - 3500	8.70
3501 - 3848	9.15
3849 + hrs	9.60

UTILITY CLERK

0 - 500	7.64
501 - 1000	8.61
1001 - 1500	9.58
1501 - 2000	10.55
2001 - 2500	11.52
2501 - 3000	12.49
3001 - 3500	13.46
3501 - 3848	14.43
3849 + hrs	15.39

**HEALTH & BEAUTY AID/VARIETY/FLORAL CLERK/
PHARMACY TECH/COSMETIC CLERK/JUICE BAR**

0 - 500	6.80
501 - 1000	7.57
1001 - 1500	8.34
1501 - 2000	9.11
2001 - 2500	9.88
2501 - 3000	10.65
3001 - 3500	11.42
3501 - 3848	12.19
3849 + hrs	12.95

BAKERS

Start	10.55
30 + days	16.55
Bakery Manager	17.97

BAKERY APPRENTICE

1st Year	65% of Journeyman Baker's Rate
2nd Year	75% of Journeyman Baker's Rate
3rd Year	85% of Journeyman Baker's Rate
4th Year	Same rate as Journeyman Baker

CAKE DECORATOR - CURRENT EMPLOYEES

0 - 962	7.80
963 - 1924	9.68
1925 - 2886	11.56
2887 - 3848	13.44
3849 +	15.33

ICER PACKER - CURRENT EMPLOYEE

0 - 962	7.56
963 - 1924	9.45
1924 - 2886	11.34
2887 - 3848	13.23
3849 +	15.11

FORT MCMURRAY

RATE OF PAY - BAKERS TAKING THE BUYOUT AND RETURNING

The following scale will apply to current Bakers who take the buyout and return to work as a Baker:

0 - 500	\$ 10.00
501 - 1000	10.73
1001 - 1500	11.46
1501 - 2000	12.18
2001 - 2500	12.91
2501 - 3000	13.64
3001 - 3500	14.37
3501 - 4000	15.09
4001 - 4160	15.82
4160 +	16.55

EMPLOYEES HIRED IN FORT MCMURRAY FOLLOWING THE SUNDAY AFTER RATIFICATION

GENERAL CLERK/CUSTOMER SERVICE/HEAD CASHIER

<u>Hours</u>	<u>Rate</u>
0 - 500	\$ 7.80
501 - 1000	8.73
1001 - 1500	9.66
1501 - 2000	10.59
2001 - 2500	11.52
2501 - 3000	12.45
3001 - 3500	13.38
3501 - 4000	14.31
4001 - 4160	15.24
4160 +	16.13
Ass't Mgr	17.09
Prod Mgr	16.87

CLERK CASHIER/BAKERY SALES/OFFICE CLERK

0 - 500	6.80
501 - 1000	7.74
1001 - 1500	8.68
1501 - 2000	9.62
2001 - 2500	10.56
2501 - 3000	11.50
3001 - 3500	12.44
3501 - 4000	13.38
4001 - 4160	14.32
4160 +	15.30

COURTESY CLERK

0 - 500	6.00
501 - 1000	6.40
1001 - 1500	6.80
1501 - 2000	7.20
2001 - 2500	7.60
2501 - 3000	8.00
3001 - 3500	8.40
3501 - 4000	8.80
4001 - 4160	9.20
4160 +	9.60

UTILITY CLERK

0 - 500	7.64
501 - 1000	8.50
1001 - 1500	9.36
1501 - 2000	10.22
2001 - 2500	11.08
2501 - 3000	11.94
3001 - 3500	12.80
3501 - 4000	13.66
4001 - 4160	14.52
4160 +	15.39

**HEALTH & BEAUTY AID/VARIETY/FLORAL CLERK/
PHARMACY TECH/COSMETIC CLERK/JUICE BAR**

0 - 500	\$ 6.80
501 - 1000	7.48
1001 - 1500	8.16
1501 - 2000	8.84
2001 - 2500	9.52
2501 - 3000	10.20
3001 - 3500	10.88
3501 - 4000	11.56
4001 - 4160	12.24
4160 +	12.95

BAKERS

Start	10.55
30 + days	16.55
Bakery Manager	17.97

BAKERY APPRENTICE

1st Year	65% of Journeyman Baker's Rate
2nd Year	75% of Journeyman Baker's Rate
3rd Year	85% of Journeyman Baker's Rate
4th Year	Same rate as Journeyman Baker

BAKERY PRODUCTION ASSISTANT CLERK

0 - 500	7.25
501 - 1000	7.83
1001 - 1500	8.41
1501 - 2000	8.99
2001 - 2500	9.57
2501 - 3000	10.15
3001 - 3500	10.73
3501 - 4000	11.31
4001 - 4160	11.89
4160 +	12.50

CAKE DECORATOR

0 - 500	7.80
501 - 1000	8.64
1001 - 1500	9.48
1501 - 2000	10.32
2001 - 2500	11.16
2501 - 3000	12.00
3001 - 3500	12.84
3501 - 4000	13.68
4001 - 4160	14.52
4160 +	15.33

ICER/PACKER

0 - 500	7.56
501 - 1000	8.40
1001 - 1500	9.24
1501 - 2000	10.08
2001 - 2500	10.92
2501 - 3000	11.76
3001 - 3500	12.60
3501 - 4000	13.44
4001 - 4160	14.28
4160 +	15.11

**GROCERY ASSISTANT CLERK/PRODUCE ASSISTANT CLERK/
CAKE DECORATING ASSISTANT CLERK/BAKERY SALES ASSISTANT CLERK
VARIETY ASSISTANT CLERK/FLORAL ASSISTANT CLERK**

0 - 500	6.25
501 - 1000	6.83
1001 - 1500	7.41
1501 - 2000	7.99
2001 - 2500	8.57
2501 - 3000	9.15
3001 - 3500	9.73
3501 - 4000	10.31
4001 - 4160	10.89
4160 +	11.50

HEALTH CARE CONSULTANT

0 - 500	8.00
501 - 1000	8.65
1001 - 1500	9.30
1501 - 2000	9.95
2001 - 2500	10.60
2501 - 3000	11.25
3001 - 3500	11.90
3501 - 4000	12.55
4000 - 4160	13.20
4160 +	13.88

APPENDIX "B"

BAKERY:

In addition to **those** clauses listed in the body of the Agreement, the following shall apply specifically to the Bakery section:

1. **Rates for Relief Work**

Employees temporarily relieving a bakery manager shall receive the **minimum** rate established by the Employer for such position for all **time so** employed.

2. **Lead Hand**

A lead hand will be appointed **in** an in-store bakery where there **is** a second shift in effect with two or more employees **working on** **such** a **shift** without **the** supervision of the bakery manager. Such **premium** would apply to the entire **shift** (day). Lead hand premium, Fifty (\$.50) cents per hour.

3. **Smocks**

The Employer agrees to continue the present practice in respect to supplying **whites**.

4. **Bakery Sanitation**

- a) Bakery premises shall be kept clean and sanitary throughout, by all employees.

Employees shall keep their persons **in a** clean and **sanitary** manner. **All** employees shall at all times leave benches, machinery and floors around benches clean and, except **in cases** of necessity for repairs, **in good** condition for the immediate resumption of work for the next shift.

- b) The Employer shall provide and maintain for convenience of employees, toilets, **washrooms** and lockers.
- c) The **use** of tobacco in any form or the consuming of bottled **drinks** in any part of the bakery is prohibited and shall **be** considered **cause** for discharge.
- d) The Union agrees that employee found abusing or **disregarding** conditions, as outlined in **(a)** or **(c)** above, shall be grounds for discharge for proper **cause**.

5. Shift Work

- a) Notwithstanding the Employer's right to schedule employees employed **in** their in-store bakeries, the Employer agrees to **maintain** rotating bi-weekly schedules that ensure the **shift work** is shared in a **manner** that provides for all personnel, except bakery **managers**, to work the required **shifts**.
- b) **Where** practical, the Employer **will** endeavour to **maintain** regular **starting** times for **first** employees on shift. However, it **is** understood that the necessity of having sufficient product on the shelves for sale to the consumer shall be the sole determining factor relative to the foregoing.
- No** bakery employee will be compelled **to** work alone on **Company** premises, except in **cases** of emergency.
- c) The present practice of the five minute change time at the end of **shift** shall be continued.
- d) Any bakery employee whose **shift** commences after 10:00 p.m. or on or before 5:00 a.m. shall be paid shift premium of seventy five (\$.75) cents per hour for the whole shift.

6. Description of Duties (Bakery Classifications)

The duties of icer or cake decorator are generally accepted **as** follows:

a) **Icer, Packer, Finisher**

Icing cakes; frying doughnuts; slicing bread; packaging products **such as** buns, sweet buns and bread; **wrapping tarts; performing light-cleaning** duties: greasing pans, and relieving on the sales counter during lunch and coffee breaks.

Other duties of an icer may include icing of sweet buns and/or doughnuts, plus simple non-fancy cup cakes or other types of **cakes**.

b) **Cake Decorator**

Generally, this position **requires** considerably **more** skill than straight, simple icing, which **means** additional training is required. **This can be** accomplished through special on-the-job training or outside vocational training. Such training will prepare employees to ice, **finish** and decorate fancy specialty bakery products **such as** birthday cakes, fresh pastry, wedding **cakes**, cup cakes, or other **similar** products. It is understood that the foregoing represents the **main** functions of the cake decorator, but are not necessarily restricted to same.

c) **Bakery Clean Up**

Duties restricted to the following:

1. Cleaning equipment (pans, coolers, racks, etc.)
2. **Cleaning walls and floors in Bakery;**
3. Laundry room clean-up;
4. Wiping down ovens.

7. **The Employer agrees to supply, at no cost to the employees, masks for those employees working in the Bakery Departments who wish to wear them.**

The Employer will supply hair nets to employees who are required to wear *such* items.

LETTER OF UNDERSTANDING # 1

Illness During Vacation

Should **an** employee become ill or hospitalized during their annual scheduled vacation he/she shall be allowed to reschedule the days that they were ill/hospitalized. **An** employee who wishes to reschedule days they were ill or hospitalized, pursuant to the foregoing understanding, must substantiate his/her **illness** or stay in hospital **through** the presentation of a Medical Certificate.

For the purpose of **this** section only, "**illness**" and "hospitalization" shall be **those** which **are** the **standards** for the payment of Weekly Indemnity, i.e., **first** day of hospitalization and fourth day disabled due to **illness**.

Only upon acceptance of the claim by the insurance carrier will an employee be allowed to reschedule the days they were ill or hospitalized.

Days of rescheduled vacation shall be taken at a time that is mutually agreed between the employee and the Store Manager.

~~Consistent with Article 7.3~~ of the Agreement, those employees who are found abusing this provision shall be disciplined by the Employer. In such **cases** the Employer may discontinue or reduce **the** benefit of the employee or terminate the services of the employee.

This Letter of understanding will expire on the expiry date of the Collective Agreement.

FOR THE EMPLOYER:

Scott Bond

FOR THE UNION

John McManis

LETTER OF UNDERSTANDING #2

MERGER OF WOODWARDS FOOD FLOORS AND CANADA SAFEWAY LIMITED

Replace the current Letter of Understanding with the following:

1. Former Woodward employees who have **15 years** combined seniority with Safeway and Woodward **as** at the date of ratification (June 30, 1991), when transferred, shall be transferred **to** the ~~closest~~ **five (5) stores** to their home ~~that~~ have their department or others by mutual agreement.
2. ~~Those~~ former Woodward employees whose hourly rate exceeds the hourly rate for **their** classification, in the Safeway Agreement, **will** be allowed to maintain their rate for the duration of the Agreement.
3. Former Woodward employees **will** not be eligible for the classification adjustments **as** set out in appendix "**A**" if they continue to enjoy an hourly rate that **exceeds** the Safeway rate for their classification.

FOR THE EMPLOYER:

Scott Boyd

FOR THE UNION

John McMoran

LETTER OF INTENT # 3

Part-Time Employees - Maternity Leave

Benefits

This issue **was** resolved on the basis that for those part-time employees who **qualified** for the Company's Group Insurance Package:

1. The benefits would be reinstated upon **return** to **work** for those who are currently on Maternity Leave.
2. Employees who have returned to work since April 1st, 1991 and have been put in the position of requalifying their benefits shall be reinstated Sunday after ratification.
3. Employees who commence maternity leave Sunday after ratification or later, will have their benefits reinstated upon **return** to work.

LETTER OF UNDERSTANDING # 4

Benefit Premiums

The **parties agree** to abide by the final decision of the Egeto/Kitts matter with **respect** to the payment of benefit premiums while an employee **is** on maternity leave. The parties agree that the Employer shall have no liability arising out of the Collective Agreement in this matter.

LETTER OF UNDERSTANDING # 5

STORE SUPERVISORS

The parties **agree** that Store Supervisors are employed in a management capacity **where** their responsibility and authority are the same as a Store Manager.

The parties **also** agree that a Store Supervisor may perform only a minimal amount of Bargaining Unit **work**.

The Company **will** be limited **to** a total of eighteen (18) Store Supervisors in **Northern Alberta**.

LETTER OF UNDERSTANDING # 6

STATUTORY HOLIDAY PREMIUM PAY AND SCHEDULING

1. Consistent with the scheduling practices of the division, the following shall serve **as** a guide to the interpretation and application, of the provisions of Article 4 of the Collective Agreement.

2. When a full-time employee does **work** on the holiday, they shall receive **as compensation that week:**
 - (a) 8 hours **statutory** holiday pay;
 - (b) double time for all hours worked on the statutory holiday;
 - (c) 32 hours pay for 32 regular hours worked.

3. When a full-time employee does not **work** on the holiday, he shall receive **as compensation that week:**
 - (a) 8 hours statutory holiday pay;
 - (b) 32 hours pay for 32 regular hours worked.

4. Part-time employees **will** be allowed, if required by the Company, **to** work 32 **regular** hours at straight time rates in addition to those hours worked on the statutory holiday.

FOR THE EMPLOYER:



FOR THE UNION



LETTER OF UNDERSTANDING # 7

BENEFIT ELIGIBILITY - COMPANY GROUP INSURANCE PLAN

1. **All** part-time employees who are presently covered under the benefit package, as set out in the Collective Agreement, shall **maintain** their coverage subject to paragraph #2 and Article 7.2.
2. Should a part-time employee obtain full-time employment with another employer while they **maintain** their employment with Safeway, they shall **retain** their benefit coverage (if eligible) for 13 consecutive **weeks** after which time they **will cease** to be eligible for benefits if they **maintain** the full-time employment with another employer.
3. Effective 13 **weeks** after ratification, an employee working full-time with another employer shall not be eligible to receive the Company's Health and Welfare benefits.

LETTER OF UNDERSTANDING # 8

ALTERNATE EMPLOYMENT

An employee who has alternate employment with another employer and **limits** their availability **in** a manner that is restrictive and unreasonable to the scheduling in their classification will not be eligible for employment with the Employer.

The Employer agrees to advise the **Union** seven (7) **days** prior to the termination of the employee.

LETTER OF UNDERSTANDING # 9

UNIFORM POLICY

Further to the conversations that we have had with respect to our uniform policy, we **wish** to **confirm** that maternity uniforms will be provided when required. In addition, this letter will **confirm** our agreement that Clerk Cashiers will have the option of selecting a pant **suit** or **dress** when, through usage, they **require** a new uniform.

FOR THE EMPLOYER:

Steve Bond

FOR THE UNION

John W. Moran

LETTER OF UNDERSTANDING # 10

EMPLOYEES WORKING LATE SHIFT

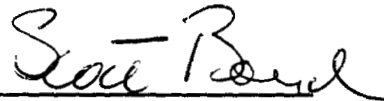
Employer to supply Union with a copy of bulletin with respect to employees working late shifts finishing at 11:00 p.m., 12:00 p.m.

LETTER OF UNDERSTANDING # 11

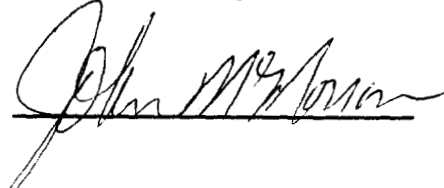
IN STORE BAKERS' FOOTWEAR

Further to our discussions in the 1988 retail negotiations, we confirm our willingness to allow in-store bakers to wear steel-toed safety footwear that meets with the Company's approval.

FOR THE EMPLOYER:



FOR THE UNION



LETTER OF UNDERSTANDING # 12

GENERAL CLERKS CASHING

Further to our conversation regarding the performance of Clerk Cashier work by General Clerks, we wish to confirm that General Clerks will not be scheduled to do Clerk cashier work. This agreement acknowledges, however, that a General Clerk may have to perform occasional Clerk Cashier work, if necessary, for the purposes of relief or in the event of emergencies,

LETTER OF UNDERSTANDING # 13

EMPLOYEE SECURITY

Where the employers' stores are open for late evening shopping, the Employer will bulletin Store Management to advise that male employees will escort female staff to their cars when requested and ensure their safe departure.

In addition, the person in charge of the store will arrange for the safe transportation of employees who finish a shift at 11:00 p.m. or later.

Other matters relating to the employees' security should be brought to the attention of management.

Further to the above for those stores where front end security is deemed by both parties to be at risk, the Union and the Employer agree to establish a J.L.M. Committee to meet and implement solutions to such security risks within two (2) weeks of meeting.

FOR THE EMPLOYER:

Steve Bess

FOR THE UNION

John McMoran

LETTER OF UNDERSTANDING # 14

PART-TIME VACATION ENTITLEMENT - DETERMINATION OF ENTITLEMENTS UPON TRANSFER TO FULL TIME

Pursuant to Article 6 - Vacations, Section 6.1 (C) (II) part-time, in regard to balancing of past part-time hours with annual hours of **regular full-time** to establish the appropriate yearly credit for future vacation entitlement, it is understood and agreed by the **Company** and the **Union** that if balancing of credited hours for vacation entitlement service results as follows:

- a) less than .50 - employees are credited with service to the ~~closest~~ full year.
- b) exactly .50 - employees are credited with service to the half (1/2) year.
- c) over .50 - employees are credited ~~with~~ service to the ~~next~~ full year.

Dated at Calgary, Alberta, this 8th day of Nov., 1993

FOR THE EMPLOYER:

Steve Beard

FOR THE UNION

John McManis

LETTER OF UNDERSTANDING # 15

HEALTH AND BEAUTY AID/VARIETY CLERK

Notwithstanding the provisions of Article 9.7, the Parties agree that effective February 22nd, 1987 all employees whose names appear on the mutually agreed list shall receive the General Clerk rate of pay for work performed in the Variety and/or Health and Beauty Aid Departments.

Those cashiers whose names do not appear on the mutually agreed list will not suffer a reduction in pay if they are assigned Health and Beauty Aid or Variety work.

The Variety/Health and Beauty Aid Clerk rates of pay, as set out in Appendix "A" shall apply to those employees who are presently classified as "Variety Clerks" and future "Variety Clerks".

LETTER OF UNDERSTANDING # 16

IMPLEMENTATION OF NEW HEALTH AND BEAUTY AID/VARIETY CLERK RATES

The Company will introduce Variety/Health and Beauty Aid Clerks at the Health and Beauty rate of pay on the basis of attrition.

When a cashier leaves the "list", the Employer may replace that employee and the hours they were working in the Variety/Health and Beauty departments with Variety Clerks at the new rates.

Store requests for new Variety/Health and Beauty Clerks will be administered by the Human Resources Department.

The mutually agreed list will include employees who have performed Variety/Health and Beauty Aid in a relief capacity if they have relieved for vacation purposes in the last year.

FOR THE EMPLOYER:

Scott Boyd

FOR THE UNION

John McManis

LETTER OF UNDERSTANDING # 17

PRESENT VARIETY CLERK AND FLORAL WORK

1984 *[Signature]*

Pursuant to our discussions in the 1984 Retail Negotiations we wish to confirm the employees who presently as of August 1, 1994 perform Variety Clerk work or floral work will be paid the differential for hours worked in these areas.

LETTER OF UNDERSTANDING # 18

ROTATION OF GENERAL CLERKS JOB DUTIES

The Employer will provide an opportunity for all full-time general clerks who have the ability, to rotate through various duties in the areas of frozen food, bread, dairy and night stocking.

The foregoing rotation may not, at the employer's option, include one designated full-time general clerk and those working in the Produce Department.

Dated at Calgary, Alberta, this 31st day of Nov., 1993

FOR THE EMPLOYER:

Scott Bond

FOR THE UNION

John Morrison

LETTER OF INTENT # 19

BETWEEN:

CANADA SAFEWAY LIMITED, EDMONTON DIVISION

AND


UNITED FOOD & COMMERCIAL WORKERS, LOCAL 401

LOST WAGES

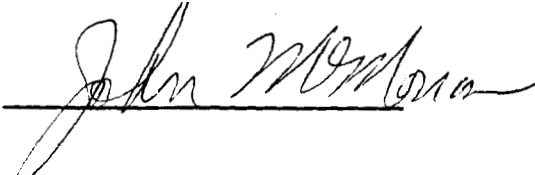
To confirm the intent of this article, as discussed in contract negotiations, the following will apply in future arbitration cases.

Where the Union subpoenas an employee of Canada Safeway covered under the terms of ~~Collective Agreements with the United Food & Commercial Workers, the Union will be~~ responsible for any lost wages of the employee concerned.

FOR THE EMPLOYER:



FOR THE UNION



LETTER OF UNDERSTANDING # 20

NIGHT STOCKING

We will be advising our Store Managers that the dress code for **night stocking** will provide jeans may be worn when the store **is closed** for **business**.

LETTER OF UNDERSTANDING # 21

CLERK CASHIERS

This **memo** will **confirm** our understanding the Clerk Cashiers are **allowed** to have in their possession loose **change** (excluding bills).

FOR THE EMPLOYER:

Steve Boyd

FOR THE UNION

John M. Moran

LETTER OF UNDERSTANDING # 22

FORT MCMURRAY BASIC WORK WEEK

The basic work week for an employee working full-time shall be:

- a) Forty three (43) hours to be worked scheduled by the Employer.
- b) Two (2) eight (8) hour days and three (3) nine (9) hour days per week.

FOR THE EMPLOYER:

Steve Boyd

FOR THE UNION

John McMoran

**LETTER OF UNDERSTANDING # 23
GRANDE PRAIRIE/FORT MCMURRAY**

EQUALIZATION ALLOWANCE

The Equalization Allowance shall be paid to employees, after completion of three (3) calendar months of service. **This** allowance will apply to hours worked or paid, including overtime, vacation, general holidays, and also while on sick leave, **as** follows:

- a) Effective **march 02, 1981** the allowance shall be
 - i) other than **major** wage earner - Thirty seven cents (**\$.37**) per hour;
 - ii) **major** wage earner - Seventy four cents (**\$.74**) per hour.

DEFINITION

"Major wage earner" shall be one who is the major wage earner in **his/her** family and has so notified the Company, in writing, in a notarized statement or a submitted T-4 **tax** form.

ALIZA

ALLOW

RT M

Only those employees previously receiving **this** allowance in **Fort** McMurray and Grande Prairie shall continue to do **so**. Employees hired following the date of ratification **shall not be** eligible to receive this allowance. Notwithstanding the foregoing, should the Employer transfer an employee from another Agreement area to either Fort McMurray or Grande Prairie, **such** employee will be eligible for the equalization allowance.

LETTER OF UNDERSTANDING # 24

LETHBRIDGE AND MEDICINE HAT IN-STORE BAKERY MANAGERS

The Company agrees that all present Bakery Managers who **are** members of the **Union** on or before June **22, 1981** shall be covered by Article 2 and 3 of the Collective Agreement. **Any** present Bakery Manager who **is** not a member of the **Union** on or before June **22, 1981** shall not be covered by the terms of the Collective Agreement but all future persons permanently appointed after June **22, 1981** to the position of Bakery Manager shall **become** a member of the **Union** and covered by the terms of **the** Collective Agreement.

FOR THE EMPLOYER:

Scott Board

FOR THE UNION

John McGowan

LETTER OF UNDERSTANDING # 25

JOINT TRAINING

The Company is prepared, in good faith, to explore the opportunities available to it through a Joint Training Program under the Education and Training Fund of the U.F.C.W.

It is understood that full commitment will not occur until the Company has reviewed and agreed upon the particulars and structure of the Joint Training Program.

FOR THE EMPLOYER:

Steve Bond

FOR THE UNION

John McMoran

LETTER OF UNDERSTANDING # 26

A committee will be established to provide a smooth implementation of departmental assistants into the Bakery Departments of Canada Safeway Limited. The committee will be made up of two representatives of the Company and the three members of each the B.C.T. and U.F.C.W. The committee will work to find solutions to the implementation of the assistants as to the duties they may be required to perform beyond the areas spelled out in the job description.

FOR THE EMPLOYER:

Steve Boyd

FOR THE UNION

John McManis

LETTER OF UNDERSTANDING # 27

PART TIME SICK LEAVE

Any sick leave credits accumulated to March 17, 1993 since the previous Collective Agreement will be used or paid out as determined by the Employer.

FOR THE EMPLOYER:

Scott Boyd

FOR THE UNION

John McMoran

LETTER OF UNDERSTANDING # 28

Employees whose "Base Hours" includes Sunday hours will continue to work Sundays, notwithstanding that **those** employees who have worked on Sunday were hired before February 14, 1987 and will therefore have the right to decline Sunday **work** in **accordance** with the Collective Agreement and will be scheduled to their **Base** Hours on days of **work** other **than** Sundays. Conversely, employees whose **Base** Hours do not include Sunday Hours will continue to be scheduled **as** in the base subject to Article 4.8 (f).

FOR THE EMPLOYER:

Scott Beys

FOR THE UNION

John McMoran

All other letters which are not specifically mentioned in this Agreement will be considered to be null and void.