

COLLECTIVE AGREEMENT

BETWEEN

CANADA SAFEWAY LIMITED

Covering the areas of

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

AND

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

Effective: 17 March, 2001

Expiring: 17 March, 2007

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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 "employee" or "employees" appear, it shall mean any person or persons covered by this Agreement.

THIS COLLECTIVE AGREEMENT made this day of , 2003.

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 Townsites of Banff and Canmore, 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, Pharmacists, Pharmacy Interns, Health Care Consultants, Location Managers and Store Supervisors (as per Letter of Understanding). Calgary Only: Those employed in in-store bakeries (Production Only).

- 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).

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 5.6 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.

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.

Initiation fees shall be deducted during the first two- (2) weeks of employment in two (2) equal 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, the basic workweek for an employee working full-time shall be forty (40) hours.

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 9.8. New employees who normally work forty (40) hours per week shall be considered full-time after completing the probationary period, as provided in Article 4.10 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.

Employees shall not be scheduled to work more than seven (7) consecutive days unless otherwise mutually agreed to by management and the employee.

- (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 workweek 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).

Employees who relieve Assistant Store Managers, Produce Managers and Bakery Managers will work the forty-three- (43) hour basic workweek.

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 or someone acting with the authority of 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 workweek 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 (1½) 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 YEARS 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 his/her 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

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 (including Assistant Managers, Produce Managers, Bakery Managers, and Head Tellers) to work on General Holidays on a fair rotation basis. Each store will maintain an updated record of employees who are scheduled to work in each scheduling group, for each General Holiday, for each calendar year. The record will be made available to the Union by request.

4.4 General Holidays for Part-Time Employees

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) hours per week will be used in calculating the Statutory Holiday Pay entitlement.

Paid Holidays - Part-time Employees

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 by 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 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.

Employees on a night shift shall have a half-hour meal break.

- (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 daily 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.

4.6 Time Recording

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. Upon four (4) weeks' notice to the Union and the employees, the Employer may introduce a new method of time recording. If identity badges are required for the new system, up to two (2) badges will be supplied by the Employer at no charge to the employees.

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 ballpoint 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.

"Only the Store Manager or their designate shall approve time cards".

4.7 Assistant Managers and/or Premium Rate Clerks

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

(b) **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 time and one-half (x 1 1/2) for time worked prior to the expiry of the ten-(10) hour interval.

(c) **Evening Shift**

All full-time employees including department managers will, on a rotating basis, work evening shifts.

4.8 Days Off

The Employer will schedule full-time employees two (2) consecutive days off (Saturday-Sunday) or (Sunday-Monday) once every four weeks, and where 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 scheduled 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.

4.9 Probationary Period

During the first one-hundred and sixty (160) hours worked, or an extended period mutually agreed upon by the Company and the Union, each new employee shall be on probation. The decision as to whether or not to retain the employee's services shall be the sole right of the Employer and any termination occurring during that period shall not be subject to Articles 11 and 12 of this Agreement.

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.

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.

Notwithstanding the foregoing, effective Sunday following ratification and upon four (4) weeks' notice to the Union and the employees, the Employer may introduce a bi-weekly system of pay.

Effective Sunday following ratification and upon four (4) weeks' notice to the Union and the employees, the Employer may introduce a system of direct deposit of the employees' pay.

Should there be major problems with an employee's cheque; i.e. cheque not issued or vacation pay missing, the Company will, as soon as possible and using best efforts, issue a cheque to remedy the problem.

5.3 Courtesy Clerks

Where a part-time General Clerk or Clerk Cashier faces a reduction of four (4) hours or more in their normal weekly hours, and where seniority permits, they shall be allowed to perform Courtesy Clerk duties at their current rate or the top Courtesy Clerk rate, whichever is less. These employees may claim up to the corresponding number of hours lost from the most junior Courtesy Clerk. A General Clerk or Clerk Cashier who exercises the foregoing option must provide the Store Manager with written notice within seventy-two (72) hours of the schedule being posted.

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.

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 or Clerk Cashier Classification, their rate of pay shall be increased to the next higher rate of pay in their new classification and they shall be credited with the corresponding number of career hours to that new rate of pay.

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 \$35.00 a day in addition to their regular rate, for all full days worked in that capacity. Employees relieving the location manager in the employee's home store shall, if relieving for more than one day, receive \$35.00 in addition to their regular rate for all full days worked in that capacity.

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

- (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 ($\frac{1}{2}$) 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 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.

5.8 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 Physical 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 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.

5.11 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
LEAVES OF ABSENCE/VACATIONS**

6.1 Vacations

- (a) Full-time employees shall accumulate vacation entitlement and vacation pay and part-time employees will have the opportunity to schedule time off without pay and accumulate vacation pay as follows:

| <u>Length of Service</u> | <u>Vacation Entitlement</u> | <u>% of Gross Earnings</u> |
|--------------------------|-----------------------------|----------------------------|
| 1 year or more | 2 weeks of vacation | 4% |
| 3 years or more | 3 weeks of vacation | 6% |
| 8 years or more | 4 weeks of vacation | 8% |
| 13 years or more | 5 weeks of vacation | 10% |
| 18 years or more | 6 weeks of vacation | 12% |
| 23 years or more | 7 weeks of vacation | 14% |

For full-time employees, “length of service” shall mean the employees’ length of service as a full-time employee plus any vacation entitlements as per Article 6.1 (h). For part-time employees, “length of service” shall mean the employees’ length of continuous service with the Employer.

For all employees, “% of Gross Earnings” shall mean a percentage of all monies received directly from the Employer (wages, overtime, bonuses, premiums, vacation, pay, sick leave credit payments and other items of a similar nature).

- (b) Full-time employees shall receive their vacation pay at the rate of two percent (2%) per week of vacation or their normal weeks pay, whichever is greater. All time lost (up to thirty-one (31) consecutive days) because of sickness, approved unpaid leave of absence or non-occupational accident, all time lost due to occupational accident, all time absent on full-time vacation, paid general holidays, and all time spent at bakery apprenticeship 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 of which a full-time employee is entitled. In the event that a full-time employee is absent from work for more than thirty-one (31) consecutive days because of sickness, unpaid leave of absence or non-occupational accident and results in less than forty (40) hours per week he/she

shall have his/her vacation pay prorated in the subsequent vacation year and the above table will not apply.

- (c) Part-time employees shall have their vacation pay for the previous January 1st to December 31st provided by February 28th.

Part-time employees with less than one (1) year's service shall receive vacation pay at a rate of 4% of gross earnings.

- (d) Upon termination of employment, employees shall receive any earned vacation pay during the period of employment for which vacation allowance has not been paid at the appropriate rate described in the table above. Employees with less than one (1) year of service will receive 4% of their gross earnings for any unpaid portion of vacation pay.
- (e) Company seniority shall apply, provided it is operationally feasible, in preference for vacations within the store and scheduling group. Full-time employees are considered senior to part-time employees. Part-time vacation schedules will be completed following the selection by full-time employees.
- (f) Vacation planners shall be posted by December 1st of the preceding year for both full-time and part-time employees. Employees shall be listed on the planner in accordance with their seniority. Full-time employees shall submit their vacation preferences for Management approval prior to January 31st. The Employer will make the final determination of assigned dates based on existing conditions, and post a completed vacation planner for full-time employees by February 28th.

Full-time employees who have not made their vacation selection by January 31st shall lose their opportunity to schedule any remaining unscheduled vacation subject to their seniority unless employees are absent because of approved leaves of absence, extended disability leaves or other bona fide absences. All reasonable accommodations will be made for the selection of vacation by said absent employees upon their return to work. All other unscheduled vacation will be scheduled at the Employer's discretion.

Part-time employees shall submit their vacation preferences for Management approval prior to March 15th. The Employer will make the final determination of assigned dates based on existing conditions, and post a completed vacation planner for part-time employees by April 1st.

- (g) 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.

- (h) When a part-time employee is promoted from part-time to full-time employment, he/she will be credited with the number of hours accumulated during the employee's continuous service with the Employer. The credited hours will be balanced with the annual hours of a regular full-time employee (2080 hours for a 40 hour week) to establish the appropriate yearly credit for future vacation entitlement. Any portion of a full year of credit will be computed as follows:

Employees with less than .50 of a year of hours will have their credited service reduced to the last full year.

Employees with exactly .50 of a year of hours will have their credited service of half of a year.

Employees with more than .50 of a year of hours will have their credited service increased to the next full year.

The time period from April 1st to September 30th of each year shall be considered the prime vacation period. Full-time employees with three or more weeks of vacation entitlement may schedule two weeks of their vacation (consecutively where operationally feasible) during the prime time period. Full-time employees with five or more weeks of vacation entitlement may schedule three weeks (consecutively where operationally feasible) during prime time.

- (i) 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 employee's vacation. Subject to the store managers approval, the employee may choose instead to take the day off immediately prior to his/her vacation.

- (j) 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.
- (k) 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.

6.2 Funeral Leave

- (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 (6.5 (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 the basis of the hours that the employee was originally scheduled to work during the leave.

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.

6.3 Personal Leave

- (a) Employees with one (1) year's service with the Employer may request a leave of absence, without pay, for a period not to exceed four (4) months, upon written application through the store manager, copy to the Human Resources 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 (four) 4 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.

6.4 Compassionate Leave

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

6.5 Leave for Parents

(a) Maternity Leave

Employees shall request a leave of absence without pay up to a maximum of fifteen (15) weeks because of pregnancy. Such request will be granted, provided the employee submits to her Employer a request, in writing, for such leave at least two (2) 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 may, at her discretion, commence 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.

Employees will continue to accrue seniority while on maternity leave.

Employees will have the option of maintaining their coverage under the Company benefit plan by pre-paying the cost of those benefits prior to commencing such leave.

Where a pregnant employee, who has qualified for group benefits, is disabled and cannot perform her regular duties, she may apply for sick benefits/group insurance benefits as per the Collective Agreement.

The employee, when returning to work at the end of her leave (maternity or parental leave) 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.

Employees, who commence maternity leave, will have benefits reinstated upon return to work.

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

(b) **Parental /Adoption Leave**

An employee may request a parental or adoption leave of absence without pay for the care and custody of a newborn child or an adoptive child under the law of the Province. Such leave of absence will be to a maximum of thirty-seven (37) weeks. Further, such leave of absence shall be granted provided the employee requests the leave in writing at least two (2) weeks before the date specified in the application as the date the employee intends to commence the leave. The leave will be taken during the first fifty-two (52) weeks after the birth of the child or, in the case of an adoption, after the child comes into the custody of the employee.

The employee shall continue to accrue seniority while on such leave.

Employees will have the option of maintaining their coverage under the Company benefit plan by pre-paying the cost of those benefits prior to commencing such leave.

Employees who choose not to maintain their benefit coverage under the Company benefit plan will have their benefits reinstated upon return to work.

The employee, when returning to work, shall give the Employer two (2) weeks notice of return to work.

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

6.6 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.

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.

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.

6.7 Paternity Leave

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

6.8 Educational Leave

Full-time employees with four or more years of continuous full-time¹ 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. Full-time employees may work part-time hours while on an educational leave provided there are hours available. Employees electing to work during their leave must meet the student availability requirements. These employees will be placed on the part-time schedule using their full-time seniority date and will be scheduled as per the part-time scheduling rules. Employees on educational leaves will not be

eligible to qualify for part-time Health and Welfare benefits as per Article 7.2, but may maintain their full-time benefits by prepaying as indicated in point 6 above. Vacation pay will be prorated as per Article 6.1 in the subsequent year.

9. Leave of absence will terminate should the employee cease to attend the institution for which leave was granted.
10. All educational leaves of absence will be approved at the Employer's discretion.
11. An employee shall be returned to his/her former classification at the completion of his/her leave of absence.

6.9 Jury-Duty Pay and Material Witness

- (a) Employees, summoned to Jury Duty (including Jury Selection) 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. This does not apply if the employee is summoned on his/her regular 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 workday. 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.

ARTICLE 7 HEALTH & WELFARE PLAN

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.
- (v) Hearing Aids - Effective the first of the second month after ratification, the Employer will provide a Hearing Aid Plan for employees already receiving the Group Insurance Package and their dependants. The benefit will be \$350.00 every four-(4) years.
- (vi) Employment Insurance Premium Rebate - The Parties agree that the full amount of the reduction in the Employment Insurance 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.

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:

- (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 dependants. 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.

The amount of sick time credit accumulated shall be indicated on the employees pay stub effective six weeks following ratification.

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 normal 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 **Return to Work After Illness**

When an employee is unable to perform their regular job due to occupational or non-occupational accident or illness, the Employer and the Union agree to work together to find suitable alternate rehabilitative work for the employee within the bargaining unit

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 layoff 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 due to the same sickness or accident.

It is the intention of the parties to be available to meet to discuss the particular circumstances of an employee who is disabled and unable to perform their regular duties. The parties shall exchange information relevant to returning the employee to productive work where practical. Should the Employer decide to terminate the services of an employee who has a continuing disability, the Union shall be notified prior to the termination of the employee.

7.7 **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 six cents (\$.26) 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.

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.

- (a) Effective January 1, 2001, the Employer agrees to contribute to the Canadian Commercial Workers Industry Pension Plan 75¢ per hour until December 28, 2002*;

Effective December 29, 2002* until January 3, 2004 - 78 cents per hour;

Effective January 4, 2004 until January 1, 2005 – 81¢ per hour

Effective January 2, 2005 – 85¢ per hour.

(*paid retroactively)

for all hours worked or paid by the Employer to its employees in the bargaining unit including any overtime hours worked in a week (to a maximum of the basic workweek), vacation, general holidays, sick days (not including Weekly Indemnity, LTD or other similar indemnifications), jury duty, and any paid leave of absence required under the terms of the Collective Agreement.

Contributions are required for each hour overtime is worked and paid to the extent the cumulative hours worked and paid to the extent the cumulative hours worked and paid do not exceed the basic workweek.

The maximum number of hours for which contributions are to be made in a week is the maximum number of hours of the basic workweek for a full-time employee.

- (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 on the rate established by the Trustees on all contributions not remitted as stipulated above.
- (e) Effective January 1, 2002, contributions paid with respect to part-time vacation pay shall be remitted on an annual basis within one (1) calendar month of part-time employees receiving their vacation pay. It is understood that contributions paid with respect to part-time vacation pay shall only be made on behalf of employees who are in the employ of the Company as of the date vacation pay is paid.

Contributions paid with respect to part-time vacation pay shall be based on the percentage of vacation pay paid under the applicable Collective Bargaining Agreement (e.g., 4%, 6%, etc.) of the hours worked in the previous year multiplied by the cents per hour contribution rate on the above effective date as indicated in 2 (a) (e.g., an employee having worked or been paid for 1000 hours in the previous year and who was entitled to 4% vacation pay would be entitled to receive an additional 40 hours' credit into his/her previous yearly total. The C.C.W.I.P.P. administrator would credit said part-time employee with 40 additional hours and receive 40 x the applicable contribution rate from the Employer. Therefore, for the previous year, the employee, in this example, would be credited with a total of 1040 hours.

- (f) 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.

7.9 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.

7.10 Long Term Disability Insurance Plan

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 to the earliest attainment of Age 65, death, recovery or attainment of that age at which the Employee may retire on an unreduced pension of the equivalent of an unreduced pension through a supplemental payment available from any Private Pension Plan to which the Company contributes.

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. All disabilities occurring July 1, 1997 or later, the maximum monthly Long Term Disability benefit will be increased to \$1,200.00 per month. For all disabilities occurring on or after April 1, 1998, the amount will be increased to \$1,400.00 per month.

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 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.

7.11 Medical Reports

The Employer agrees to pay the full cost for the report required by the employer for weekly indemnity benefits to a maximum of twenty-five (25) dollars. The employee shall either ask the doctor to submit an invoice to the Company or shall pay directly and upon presentation of a receipt will receive reimbursement as described above. The Employer will pay the reimbursement described above to a maximum of three (3) reports related to a specific claim.

7.12 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 fourteen (\$0.14) cents per hour for each hour that the Employer pays dental contributions on as per Article 7.7(a).

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

**ARTICLE 8
SEVERENCE/DEMOTION TO LOWER RATE OF PAY**

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.

**ARTICLE 9
SENIORITY**

- 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) "Office" and "Customer Service" employees are not to be scheduled more hours than their seniority entitles them to receive.

9.2

- (a) Seniority lists for full-time and part-time employees by store showing the employee's name, department, classification, rate of pay, date of hire and home, address and phone number shall be forwarded to the Union of a quarterly basis.
- (b) All information shall be sent to the Union Office on diskette as agreed.

9.3

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.

9.4

- (a) **New Departments** - The Employer will have the flexibility to schedule either pre-ratification employees, post ratification employees or some combination of both in new departments.
- (b) **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.
- (c) **New Business Stores** - The Employer will have the flexibility to schedule pre-ratification and post ratification employees provided that pre-ratification employees are scheduled to work a minimum of twenty five percent (25%) of the hours in the new store.

- (d) 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, part-time hours of work in a scheduling group will be reduced for pre-93 employees and post-93 employees, on a shared basis, in accordance with the following formula:

50% from post 93 employees working scheduled base hours
50% from pre 93 employees working scheduled base hours

until the pre-93 part-time employees are scheduled 80% of their Base Hours.

- (e) 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.

- (f) When the hours of part-time employees increase in those stores previously affected by a competitor's opening, additional increases in the hours of work of part-time employees will be scheduled according to the following formula:

50% to post 93 employees
50% to pre 93 employees

until the pre 93 part-time employees are working 100% of their Base Hours.

- (g) When a competitor's opening has resulted in a reduction in the weekly hours worked by an employee hired prior to March 17th, 1993, 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 an employee hired prior to March 17th, 1993 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.

- (h) Hour reductions that occur within a specific scheduling group will be implemented in such a manner that no employee hired prior to March 17th, 1993 will be scheduled to work less than their Base Hours when other employees hired prior to March 17th, 1993 are working in excess of the Base Hours.

(i) 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 senior employees hired prior to March 17th, 1993 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 employees hired prior to March 17th, 1993 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 part-time employee hired prior to March 17, 1993 is transferred to another store, seniority will govern in the achievement of the employee's Base Hours."

Once all the employees hired prior to March 17th, 1993 have achieved their base average of weekly hours worked, the senior employees hired prior to March 17, 1993 in the scheduling group will receive preference in the formula scheduling of additional new growth hours on a weekly basis.

9.5 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.

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, 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:

- (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 of recall, unless the laid-off 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 of 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),

9.6 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 10.06.

- (a) The part-time general clerk/clerk cashier will fit into the courtesy clerk seniority list in order of their seniority.
- (b) The employee who exercises this option will be classified as a courtesy clerk.

(c) 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.

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

(d) 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.

(e) 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.

9.7 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.

9.8 Full-Time Positions/Filling

When a part-time employee works the basic work week for twelve (12) consecutive weeks (exclusive of replacement hours caused by the absence of another employee who is absent due to W.C.B., W.I., L.T.D., vacation or other Leaves of Absence to a maximum of six (6) months), a full-time position will be deemed to exist and will be filled in accordance with Article 9.7 of this Agreement.

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

9.9 Employees promoted out of the bargaining unit shall retain their seniority for a period of up to six (6) months.

9.10 Transfers

- (a) Employees desirous of being located in a certain area or another Store in their Bargaining Unit shall notify the employer in writing with a letter to the Human Resources Director and a copy to the Union.

Upon request, the Employer will provide the Union with a list of all employees that have requested a transfer.

- (b) If a vacancy arises in any of the stores covered by this Collective Agreement, in a particular Bargaining Unit covered by this Collective Agreement, the Employer will give full consideration to the transfer requests of those employees from that Bargaining Unit.
- (c) Employees shall be given one weeks' notice of transfer from one store to another. The foregoing notice shall not apply when an employee is asked to transfer immediately to fill a vacancy created by the unplanned absence of another employee.
- (d) The employee may question their contemplated or proposed transfer. Said employee shall first discuss the matter with their Store Manager or District Manager. If no solution to the issues connected with the proposed transfer can be found, then a meeting (between the affected employee, the Store Manager, or District Manager, the Human Resources Advisor, and a full-time representative of the Union) will be arranged prior to the transfer to resolve the matter.
- (e) No employee will be required to accept a transfer to a Store or location outside the Bargaining Unit.
- (f) Where **an** employee is transferred from one store to another within the Bargaining Unit, he/she maintains his/her seniority as per Article 9.1.
- (g) 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.
- (h) An employee permanently transferred into a classification which has higher wage scales will be assigned the wage rate that is equal, or the next highest, to their current rate on the new wage scale and will be assigned career hours equivalent to the start of the hour range for that new rate.
- (i) An employee permanently transferred into a classification which has identical wage scales will be assigned the same wage rate and will carry their career hours into the new classification.

- (j) An employee permanently transferred into a classification with lower wage scales will be assigned the wage rate corresponding to their career hours and will carry their career hours into the new classification.
- (k) 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 when vacancies occur. The foregoing shall not restrict the Employer from hiring certified Pharmacy Technicians.

9.11 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 notify the Employer in writing.
- (b) All Clerk-Cashiers shall be advised of the details of the program and their rights and obligations under same.
- (c) Clerk-Cashiers who have notified the Employer shall be promoted to the General Clerk classification when a position becomes available.
- (d) Should more than one employee in the store make application the senior employee will fill the first available position.
- (e) Applicants must be prepared to perform the full scope of the General Clerk's job.
- (f) There will be a training period of one hundred and sixty (160) 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

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

If the employee wishes to opt out of the program during the training period, he/she may do so at any time. If, prior to the expiration of the training program, 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.

- (g) An employee transferring from Clerk-Cashier to General Clerk will have their rate established as per Article 9.10 (h).

9.12 Part-Time Employees

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.

ARTICLE 10 SCHEDULING

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:

10.01 Definitions

In this Article:

“Base Hour employee” means a part-time employee, with unbroken service, hired before March 17th, 1993.

“Base Hours” means an employee’s Base Hours, as calculated under the 1997 Collective Agreement.

“Buyout” means a buyout as described in Letter of Understanding # 23.

“Pre-Ratification Employee” means an employee hired before the Sunday following the date of ratification.

“Post-Ratification Employee” means an employee hired after the Sunday following the date of ratification or a Courtesy Clerk promoted out of the Courtesy Clerk Classification after the Sunday following the date of ratification.

“Unrestricted Part-time Employee” means a part-time employee who is available to work three days per week, Monday to Friday, plus Saturday, Sunday and General

Holidays. (Employees hired before February 14, 1987 have the opportunity to restrict themselves from Sundays.)

A restricted employee must be available anytime on Sundays as per Article 10.08.

10.02 Scheduling Groups

- 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 Clerks.
- d) Health and Beauty Aid Clerks, Variety Clerks, and Cosmetic Clerks.
- e) Pharmacy Technicians.
- f) Floral Clerks.
- g) Bakery Managers, Lead hands, Bakers (including apprentices), Production Assistants, Cake Decorators and Icer Packer Finishers.
- h) Courtesy Clerks.

*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 the General Clerk or Clerk Cashier Classification.

10.03 Scheduling

Effective the sixth (6th) full week following the date of ratification (or such date as may be mutually agreeable), the following scheduling rules will be implemented. Until that time, the scheduling rules set out in the previous Collective Agreement will continue to apply.

- (a) In the ordinary course of business, the order of scheduling employees within each scheduling group will be:
 - (i) Full-time employees to the extent of their basic workweek.
 - (ii) Unrestricted Part-time employees.
 - (iii) Restricted Part-time employees.
- (b) Unrestricted Base Hour employees will be scheduled more hours than other part-time employees in their classification in their Department, and no less than their Base provided there are hours available in their classification in their Department after the full-time employees have all been scheduled and the employee has indicated availability to work those hours.

- (c) Unrestricted part-time employees will be scheduled before restricted part-time employees (i.e., unrestricted part-time employees will be scheduled to work more hours than restricted employees).
- (d) Subject to Articles 10.03 (a) through (c), unless fitness and ability are greater than other part-time employees in the classification and in the department, in scheduling part-time employees:
 - (i) Preference in the available weekly hours of work shall be given to senior part-time employees within their classification and in their department, insofar as this is consistent with their availability and willingness to perform the work; and
 - (ii) Senior part-time employees within a classification and a department will be given the opportunity to work their hours for the week in a fewer number of days.
- (e) All full-time employees including department managers will, on a fair rotation basis, work evening shifts and no full-time employee will be required to work more than two (2) evenings per week (after 6:30 p.m. for customer shopping convenience) except in cases of an emergency. It is understood that this shall not preclude employees from requesting that they be allowed to work additional evening shifts when the store is open for sales after 6:30 p.m.
- (f) 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 time and one-half (x 1 ½) for time worked prior to the expiry of the ten-(10)hour interval.
- (g) The Employer may transfer an employee between scheduling groups to provide relief and additional help after all part-time employees within that scheduling group have been given the opportunity to work the available shifts up to the point of being scheduled overtime.
- (h) The Employer shall schedule all full-time employees two (2) consecutive days off (Saturday-Sunday) or (Sunday-Monday) once every four-(4) weeks, and where 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 scheduled 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 the same occurs, the employee will forfeit his/her two (2) consecutive days off in that four (4) week period.
- (i) Banff/Canmore Only

Part-time employees may be offered seasonal full-time jobs in order of seniority until the full-time jobs that are required are filled. These employees may work a weekly full-time schedule for the period commencing the week in which Good Friday falls and finishing the last Saturday in October. These employees will be returned to their previous part-time status the Sunday following the last Saturday in October.

10.04 Restrictions and Availability Forms

Part-time Pre-ratification employees will be afforded an opportunity to declare their availability within four weeks following the date of ratification.

Part-time Post-ratification employees will be required to declare their availability upon being hired.

Any part-time employee can change their availability three (3) times per year by, obtaining a new Availability form from their Store Manager and submitting it prior to the following effective dates:

- (a) the first (1st), second (2nd), or third (3rd) Sunday in January;
- (b) the third (3rd) Sunday in June;
- (c) the first (1st), second (2nd) or third (3rd) Sunday in September.

Post-secondary students shall have the option of declaring their availability on the third (3rd) Sunday in April instead of the third (3rd) Sunday in June.

A part-time employee who fails to provide the Employer with a completed Availability Form prior to the above dates will be scheduled according to their previous Availability Form.

The Employer shall allow the Union to review and photocopy completed Availability Forms at store level upon request.

An Unrestricted Part-time Employee must be available to work any shift scheduled in their department on the days required to work, as defined in Article 10.01. An Unrestricted Part-time Employee who is attending an accredited school of learning and is considered a full-time student, as defined by that school, shall be available to work any shift scheduled in their department while the store is open to the public, with the exception of their classroom hours.

An Unrestricted Part-time Employee may occasionally request one (1) or two (2) specific days off in a week without a reduction in hours, provided that other hours are available and the employee is otherwise eligible to work those hours under the provisions of this Collective Agreement. Such employee may be required to work on

days that they are not normally available to maintain their hours. The Employer will have no obligation to grant a request for days off, or maintain the employee's hours, if the request is made after the schedule is posted.

10.05 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 of 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 employees shall be consecutive with the exception of rest periods and meal periods. No split shifts shall be worked.

10.06 Reduction of Hours

Subject to Articles 10.02 and 10.03, the Employer shall not reduce the weekly hours 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. Subject to Articles 10.02 and 10.03, the Company agrees to minimize the reduction of weekly hours of work for senior part-time employees, wherever possible, when a downward adjustment of hours is implemented.

Part-time employees shall not be transferred to another store if such transfer results in loss of hours unless the employee so wishes to be transferred.

10.07 Maximum and Minimum Weekly Hours

Employees hired after March 17th, 1993 will be scheduled up to twenty-four (24) hours a week. The Employer may exceed twenty-four (24) hours a week provided junior employees in the same classification in the department who perform the same job and are available to perform the work have been given the opportunity to work **up** to twenty-four (24) hours.

When an Unrestricted Part-time Employee is scheduled to work, they will be scheduled for a minimum of twelve (12) hours in a week.

The above twelve (12) hour minimum only applies if, after the hours of full-time employees are scheduled, there are at least twelve (12) hours available in the week that can be worked by one person.

Restricted part-time employees will not be eligible for the twelve-(12) hour minimum.

10.08 Sunday Work

Sunday shall be considered the first day of the employee's basic workweek for all purposes of the Collective Agreement.

Employees hired on February 14th, 1987, or before will have the opportunity to notify the Employer of any change to their availability for Sunday work four (4) times per year: January 1st, April 1st, July 1st and October 1st.

Employees hired after February 14, 1987 will not restrict their availability for Sunday work and will be rotated among those who have agreed to work Sundays.

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.

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.

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.

10.09 Call-ins

In the event of a short notice absence of an employee or in the event an occasion arises where work beyond that which is scheduled is necessary and additional hours must be worked, the Employer will call-in part-time employees in the same classification in the department who perform the same job in accordance with the following:

- (a) In the event that an occasion arises where work beyond that which is scheduled is necessary, a Base Employee shall be entitled to work an additional shift if their current weekly schedule of hours allows them to do so without exceeding the basic work week as defined in Article 4 of this Collective Agreement.

- (b) Part-time employees hired after March 17th, 1993 will normally be scheduled up to a maximum of twenty-four (24) hours per week.

Notwithstanding the foregoing, part-time employees hired after March 17th, 1993 will be allowed to work a weekly schedule which exceeds twenty-four (24) hours when they answer call-ins due to the absence of other staff.

Part-time employees hired after March 17th, 1993 in the same classification and department who perform the same job will be entitled to be called-in for extra shifts in order of seniority provided that once a senior employee's scheduled weekly hours and call-in shifts worked exceed twenty-four (24) hours for that week, then junior employees shall be entitled to call-in shifts on the foregoing basis.

In addition, part-time employees hired after March 17th, 1993 will be allowed to work a weekly schedule which exceeds twenty-four (24) hours during seasonally busy periods, during a week in which a statutory holiday occurs, and at time when other employees in the department are absent due to illness, accident, vacation or other approved leaves of absence. Part-time employees hired after March 17th, 1993 will not, however, be allowed to work a weekly schedule which exceeds twenty-four (24) hours, until all Unrestricted Base Hour employees have been offered the extra hours up to the point of being scheduled overtime.

Further, the Employer may transfer an employee between scheduling groups to provide relief and additional help after all Base Hour and part-time employees hired after March 17th, 1993 within that scheduling group have been given the opportunity to work the available shifts up to the point of being scheduled overtime.

- (c) An employee who does not want to receive call-in shifts can indicate this on their Availability Form. Such indication will waive their rights to receive call-ins under this Article.
- (d) Subject to (a), (b) and (c) above, employees will be called in order of seniority.
- (e) **All** employees who are called-in shall have their additional hours posted on the schedule in red ink as call-in hours.

10.10 Night-shift Premium

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

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

10.11 Night Stocking

- (a) 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 full hours so appointed.
- (b) An employee assigned to night stocking shall have the same starting time each shift for the calendar week. However, in stores where night stocking is not in effect five (5) nights per week, the following alternate scheduled plan may be adopted:
 - (i) There shall be not more than one (1) midnight shift with other shifts during the week, being either day or afternoon shifts.
 - (ii) The midnight shift commences Sunday midnight only.
- (c) 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.
- (d) Night shift work shall be on a fair rotation of all staff working the area concerned with the exception of the Assistant Manager and one other designated clerk.
- (e) The Employer will endeavor to schedule night crews on a consecutive-day basis whenever possible.
- (f) When an employee is rotated from assigned day shift 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.
- (g) No clerk shall be required to work alone on the premises on the night shift.
- (h) The above shall be subject to emergencies in Article 10.05 or when employees, subject to the approval of Management and the Union, desire a modified shift.

10.12 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 during all hours the Store is open to the public.

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, and Assistant Manager are absent from the Store.

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

Clerk in Charge hours will be indicated on the work schedule.

ARTICLE 11 UNION'S RECOGNITION OF MANAGEMENT'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 judgement 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.

ARTICLE 12 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.

If a satisfactory settlement can not be reached within sixty (60) days, the matter may then be referred to Arbitration. A referral to arbitration must be made within sixty (60) days.

The time limits set out in this Article are mandatory. In the event the Union fails to meet a time limit, the grievance will be deemed abandoned.

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.

Reprimands

Incidents that produce a negative Shopper Report shall not be used as the basis for disciplining an employee. Further, the name of an employee whose work performance or conduct provided the basis for a negative Shopper Report will not be shown on any posted document. The discussion of a negative Shopper Report will be handled in a confidential manner.

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

ARTICLE 13 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 14 MISCELLANEOUS

14.1 Clerk's 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) Demonstrators
- (e) Special personnel assisting prior to new store opening and one week thereafter (including major store remodelling)
- (f) 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,

- a) 50% to Dental Care Plan
- b) 50% to Scholarship Fund

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.

(g) 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 product, 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.

(h) 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.

(i) Relines

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

(i) Changes 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.

(j) **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 Sales Representatives will reline and stock seasonal promotions. The seasonal promotions are:

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

14.2 Maintenance and Adequate Heating Facilities

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

14.3 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.

14.4 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.

14.5 Time Off to Vote

The Employer agrees that he will fully comply with any law requiring that employees be given time off to vote.

14.6 Polygraph Tests

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

14.7 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 12, Grievance Procedure, and Article 13, Arbitration.

14.8 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.

14.9 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 to 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 12 of this Agreement.

14.10 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 Alberta Human Rights, Citizenship and Multiculturalism Act”.

- (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.

14.11 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.

Shop Stewards in a store will be recognized for administering the transfer portion of this clause according to the following formula:

No. of Members in a Store

No. of Shop Stewards

| | |
|-----------|---|
| u p to 75 | 2 |
| 76 to 150 | 3 |
| 151+ | 4 |

14.12 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.

14.13 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.

14.14 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 credit for their career hours to a maximum of 7,501 hours 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.

14.15 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 credit for their career hours to a maximum of 7,501 hours 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.

14.16 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 the Labour Relations Department, Human Resources Department, Store Managers, and District Managers, on behalf of the Employer, and Union members consisting of up to six (6) 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.

14.17(a) General Clerks

General Clerks may perform any duties other than in Meat, Deli, Seafood, Chinese Kitchen or Bakery production 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 responsibility 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 salesrooms.
15. Load and unload stocking trucks with produce for display in salesroom.

Sanitation

16. Sanitation Program - up-keep.
17. Washing and cleaning - floors (maintenance) shelves wash and dust, light fixtures, windows, clean parking lot.
18. Garbage and cardboard - look after refuse, bailing cardboard.
19. Minor repairs - hanging signs.

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

(b) Clerk-Cashiers & Bakery Sales

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 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 perform duties other than those listed above for a period of one (1) or more hours on their shift, they shall be paid a 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) 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.

(e) Job Description - Pharmacy Technician

1. Train other Pharmacy staff – computer/devices, etc.
2. Train customers to use diabetes meters, electric breast pumps and other medical devices.
3. Obtain the necessary patient and prescription information **and** update the patient profile.
4. Nursing home and med pak procedures
5. Prepare the prescription order (counting/measuring and pouring, generating the prescription label).
6. Operate the Pharmacy cash register.
7. Inventory control of prescription drugs, pharmacy supplies and variety merchandise (ordering/receiving/rotating stock and maintain inventory files in computer).
8. 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.

(f) Floral Clerk - Job Description

1. To be knowledgeable in plant care and maintenance of all fresh cut product.
2. Responsible for maintenance of log book and general ledgers.
3. Responsible for maintenance of inventories including ordering fresh cut products and potted products.
4. Operates Floral Department cash register.
5. Cleaning and general upkeep of department.
6. 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.

(g) Courtesy Clerk

1. Handling of shopping buggies – retrieving, etc.
2. Bagging
3. General clean-up of all kinds in checkstand 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.

12. Price checks.

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.

14.18 Express Checkouts

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

14.19 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.

14.20 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. 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.

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

4. 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.

14.21 Effective not later than six (6) months following ratification, the Company will supply a report to the Union containing the following information on a mutually agreed data processing medium following the close of the four-week accounting period:

- hours worked
- store number
- employee number
- name in full
- social insurance number
- date of birth
- termination date
- amount of current weekly dues
- amount of current initiation fees
- total dues for each employee for the current period
- total initiation fees for each employee for the current period
- total pension hours
- total dental hours

**ARTICLE 15
EXPIRATION AND RENEWAL**

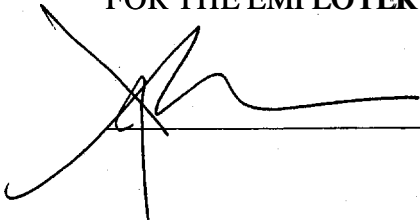
This Agreement shall be effective from March 17, 2001 and shall remain in force until March 17, 2007, and thereafter from year to year; but either Party may, not more than One hundred and twenty (120) days and not less than sixty (60) days before the expiry date or renewal date of such Agreement, give 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:

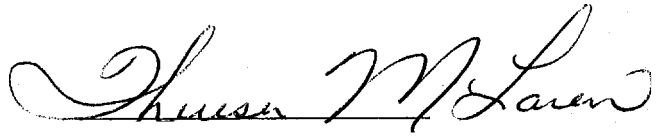
- (i) the Union serves notice of strike in accordance with the Alberta Labour Relations Code.
- (ii) the Employer serves notice of lockout in accordance with the Alberta Labour Relations Code.

SIGNED THIS 16th DAY OF December, 2003 in the City of Calgary, ALBERTA

FOR THE EMPLOYER



FOR THE UNION



Appendix "A"

1. Incentives

The parties agree that Appendix "A" does not prevent the implementation of additional premiums or other incentives as determined by the Employer from time to time.

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

2. Wage rates for Post-Ratification Employees

The wage rates for Post-Ratification Employees except Courtesy Clerks and Bakery Production Assistants shall be as follows:

As of the Sunday following Date of Ratification:

Sales / Service Clerks: \$7.50/hour start rate progressing to a top rate of \$15.35/hour at 7,501 hours and over.

Bakers: \$9.00/hour start rate progressing to a top rate of \$17.35/hour at 7,501 hours and over.

March 21, 2004

Sales / Service Clerks: \$7.70/hour start rate progressing to a top rate of \$15.85/hour at 7,501 hours and over.

Bakers: \$9.20/hour start rate progressing to a top rate of \$17.85/hour at 7,501 hours and over.

March 20, 2005

Sales / Service Clerks: \$7.90/hour start rate progressing to a top rate of \$16.25/hour at 7,501 hours and over.

Bakers: \$9.40/hour start rate progressing to a top rate of \$18.25/hour at 7,501 hours and over.

March 19, 2006

Sales / Service Clerks: \$8.10/hour start rate progressing to a top rate of \$16.65/hour at 7,501 hours and over.

Bakers: \$9.60/hour start rate progressing to a top rate of \$18.65/hour at 7,501 hours and over.

(i)

| Sales/Service Clerks* | | | | |
|------------------------------|-------------|-------------|-------------|-------------|
| Hours | 2003 | 2004 | 2005 | 2006 |
| 0 | \$7.50 | \$7.70 | \$7.90 | \$8.10 |
| 500 | 7.77 | 7.97 | 8.17 | 8.37 |
| 1000 | 8.03 | 8.23 | 8.43 | 8.63 |
| 1500 | 8.40 | 8.60 | 8.80 | 9.00 |
| 2000 | 8.87 | 9.07 | 9.27 | 9.47 |
| 2500 | 9.33 | 9.53 | 9.73 | 9.93 |
| 3000 | 9.80 | 10.00 | 10.20 | 10.40 |
| 3500 | 10.27 | 10.47 | 10.67 | 10.87 |
| 4000 | 10.73 | 10.93 | 11.13 | 11.33 |
| 4500 | 11.20 | 11.40 | 11.60 | 11.80 |
| 5000 | 11.67 | 11.87 | 12.07 | 12.27 |
| 5500 | 12.13 | 12.33 | 12.53 | 12.73 |
| 6000 | 12.60 | 12.80 | 13.00 | 13.20 |
| 6500 | 13.07 | 13.27 | 13.47 | 13.67 |
| 7000 | 13.53 | 13.73 | 13.93 | 14.13 |
| 7500 | 15.35 | 15.85 | 16.25 | 16.65 |

*To include the following jobs: General Clerk, Customer Service, Head Cashier, Clerk Cashier, Bakery Sales, Office Clerk, Health and Beauty Aid Clerk, Variety Clerk, Floral Clerk, Pharmacy Technician, Cake Decorator, Utility Clerk.

(ii)

| Bakers | | | | |
|---------------|-------------|-------------|-------------|-------------|
| Hours | 2003 | 2004 | 2005 | 2006 |
| 0 | \$9.00 | \$9.20 | \$9.40 | \$9.60 |
| 500 | 9.30 | 9.50 | 9.70 | 9.90 |
| 1000 | 9.60 | 9.80 | 10.00 | 10.20 |
| 1500 | 10.00 | 10.20 | 10.40 | 10.60 |
| 2000 | 10.50 | 10.70 | 10.90 | 11.10 |
| 2500 | 11.00 | 11.20 | 11.40 | 11.60 |
| 3000 | 11.50 | 11.70 | 11.90 | 12.10 |
| 3500 | 12.00 | 12.20 | 12.40 | 12.60 |
| 4000 | 12.50 | 12.70 | 12.90 | 13.10 |
| 4500 | 13.00 | 13.20 | 13.40 | 13.60 |
| 5000 | 13.50 | 13.70 | 13.90 | 14.10 |
| 5500 | 14.00 | 14.20 | 14.40 | 14.60 |
| 6000 | 14.50 | 14.70 | 14.90 | 15.10 |
| 6500 | 15.00 | 15.20 | 15.40 | 15.60 |
| 7000 | 15.50 | 15.70 | 15.90 | 16.10 |
| 7500 | 17.35 | 17.85 | 18.25 | 18.65 |

- (iii) Employees currently classified as a General Clerk, Customer Service, Head Cashier, Clerk Cashier, Bakery Sales, Office Clerk, Cake Decorator, or Utility Clerk shall remain on their current wage scale and progress to top rate. Such pay scales shall be as set out in Appendix "A".
- (iv) Employees currently classified as an Assistant Manager, Produce Manager, or Bakery Manager shall remain on their current rate of pay. Such pay scales shall be as set out in Appendix "A".

3. Wages for Pre-Ratification Employees

The wage rates for Pre-Ratification Employees, except for Variety Clerks, Floral Clerks and Pharmacy Technicians, shall be adjusted as follows:

By the third Sunday following the Date of Ratification

| | |
|------------------|---------------------------------|
| Start Rates: | \$1.00 increase to current rate |
| Second Step | 80¢ increase to current rate |
| Third Step | 60¢ increase to current rate |
| Fourth Step: | 40¢ increase to current rate |
| Top Rates: | 35¢ increase to current rate |
| All other steps: | 20¢ increase to current rate |

Variety Clerks, Floral clerks, and Pharmacy Technicians will move to the next highest rate on the new Sales/Service Clerk wage scales and be assigned the corresponding number of career hours.

March 21, 2004

The lump sum payments described below will be paid to Pre-Ratification employees with the exception of Variety Clerks, Floral Clerks, and Pharmacy Technicians within two weeks of March 21, 2004:

All full-time employees will receive a lump sum payment of \$600.00 less statutory deductions.

Part-time employees averaging 32 or more hours paid per week during the three (3) full four-week periods occurring prior to March 21, 2004 will receive a lump sum payment of \$480.00 less statutory deductions.

Part-time employees averaging 24 or more hours paid per week during the three (3) full four-week periods occurring prior to March 21, 2004 will receive a lump sum payment of \$360.00 less statutory deductions.

Part-time employees averaging 16 or more hours paid per week during the three (3) full four-week periods occurring prior to March 21, 2004 will receive a lump sum payment of \$240.00 less statutory deductions.

Part-time employees averaging 8 or more hours paid per week during the three (3) full four-week periods occurring prior to March 21, 2004 will receive a lump sum payment of \$120.00 less statutory deductions.

In order for a Pre-Ratification Employee to be eligible for the above lump sum payment, an employee must be actively employed on March 21, 2004.

Variety Clerks, Floral Clerks, and Pharmacy Technicians will receive wage increases as per the new Sales/ Service Clerk wage scales.

March 20, 2005

Employees except for Variety Clerks, Floral Clerks, and Pharmacy Technicians:

| | |
|------------------|---|
| Start Rates: | 20¢ increase to the start rate previously in effect |
| Top Rates: | 35¢ increase to the top rate previously in effect |
| All other steps: | 20¢ increase to the rates previously in effect |

Variety Clerks, Floral Clerks and Pharmacy Technicians will receive wage increases as per the new Sales / Service Clerk wage scales.

March 19, 2006

Pre-Ratification Employees except for Variety Clerks, Floral Clerks, and Pharmacy Technicians:

| | |
|------------------|---|
| Start Rates: | 20¢ increase to the start rate previously in effect |
| Top Rates: | 30¢ increase to the top rate previously in effect |
| All other steps: | 20¢ increase to the rates previously in effect |

Variety Clerks, Floral Clerks and Pharmacy Technicians will receive wage increase as per the new Sales/ Service Clerk wage scales.

4. Retroactivity

The following lump sum payment will be paid to Pre-Ratification Employees who are actively employed on the date of ratification:

A lump sum payment calculated by multiplying their hours paid between March 17, 2001 and the date of the implementation of the 2003 wage increase by 30 cents.

5. Wage Rates for Pre-Ratification Employees

PRE-RATIFICATION RATES AND SCALES FOR EMPLOYEES IN ALL CITIES AND TOWNS EXCEPT FORT MCMURRAY

GENERAL CLERK/CUSTOMER SERVICE/HEAD CASHIER/FILE MAINTENANCE

| Hours | Before | June 22/03 | March 21, | March 20, | March 19, |
|-------------------|--------|------------|-----------|-----------|-----------|
| 0-500 | 6.50 | 7.50 | 7.50 | 7.70 | 7.90 |
| 501-1000 | 6.97 | 7.77 | 7.77 | 7.97 | 8.17 |
| 1001-1500 | 7.43 | 8.03 | 8.03 | 8.23 | 8.43 |
| 1501-2000 | 7.90 | 8.30 | 8.30 | 8.50 | 8.70 |
| 2001-2500 | 8.37 | 8.57 | 8.57 | 8.77 | 8.97 |
| 2501-3000 | 8.83 | 9.03 | 9.03 | 9.23 | 9.43 |
| 3001-3500 | 9.30 | 9.50 | 9.50 | 9.70 | 9.90 |
| 3501-4000 | 9.77 | 9.97 | 9.97 | 10.17 | 10.37 |
| 4001-4500 | 10.23 | 10.43 | 10.43 | 10.63 | 10.83 |
| 4501-5000 | 10.70 | 10.90 | 10.90 | 11.10 | 11.30 |
| 5001-5500 | 11.17 | 11.37 | 11.37 | 11.57 | 11.77 |
| 5501-6000 | 11.63 | 11.83 | 11.83 | 12.03 | 12.23 |
| 6001-6500 | 12.10 | 12.30 | 12.30 | 12.50 | 12.70 |
| 6501-7000 | 12.57 | 12.77 | 12.77 | 12.97 | 13.17 |
| 7001-7500 | 13.03 | 13.23 | 13.23 | 13.43 | 13.63 |
| 7501-8000 | 14.75 | 14.95 | 14.95 | 15.15 | 15.35 |
| 8001-8500 | 15.25 | 15.45 | 15.45 | 15.65 | 15.85 |
| 8501-9000 | 15.75 | 15.95 | 15.95 | 16.15 | 16.35 |
| 9001-9500 | 16.25 | 16.45 | 16.45 | 16.65 | 16.85 |
| 9501-10000 | 16.75 | 16.95 | 16.95 | 17.15 | 17.35 |
| 10000 + | 17.24 | 17.59 | 17.59 | 17.94 | 18.24 |

**PRE-AND POST-RATIFICATION RATES AND SCALES FOR EMPLOYEES IN ALL
CITIES AND TOWNS EXCEPT FORT MCMURRAY**

DEPARTMENT MANAGERS

| | Before DOR | June 22/03 DOR | March 21, 2004 | March 20, 2005 | March 19, 2006 |
|--------------------------|-------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| Assistant Manager | 21.20 | 21.55 | 21.55 | 21.90 | 22.20 |
| Bakery Manager | 19.67 | 20.02 | 20.02 | 20.37 | 20.67 |

PRE-RATIFICATION RATES AND SCALES FOR EMPLOYEES IN ALL CITIES AND TOWNS EXCEPT FORT MCMURRAY

VARIETY MANAGER/CLERKS; FLORAL MANAGER/CLERKS; PHARMACH TECHS

| Hours | | | | | |
|-------------------|------------|-------------------|-------------------|-------------------|-------------------|
| | Before DOR | June 22/03 DOR | March 21, 2004 | March 20, 2005 | March 19, 2006 |
| 0-500 | 6.50 | 7.50 | 7.70 | 7.90 | 8.10 |
| 501-1000 | 6.83 | 7.77 | 7.97 | 8.17 | 8.37 |
| 1001-1500 | 7.17 | 8.03 | 8.23 | 8.43 | 8.63 |
| 1501-2000 | 7.50 | 8.40 | 8.60 | 8.80 | 9.00 |
| 2001-2500 | 7.83 | 8.87 | 9.07 | 9.27 | 9.47 |
| 2501-3000 | 8.17 | 9.33 | 9.53 | 9.73 | 9.93 |
| 3001-3500 | 8.50 | 9.80 | 10.00 | 10.20 | 10.40 |
| 3501-4000 | 8.83 | 10.27 | 10.47 | 10.67 | 10.87 |
| 4001-4500 | 9.17 | 10.73 | 10.93 | 11.13 | 11.33 |
| 4501-5000 | 9.50 | 11.20 | 11.40 | 11.60 | 11.80 |
| 5001-5500 | 9.83 | 11.67 | 11.87 | 12.07 | 12.27 |
| 5501-6000 | 10.17 | 12.13 | 12.33 | 12.53 | 12.73 |
| 6001-6500 | 10.50 | 12.60 | 12.80 | 13.00 | 13.20 |
| 6501-7000 | 10.83 | 13.07 | 13.27 | 13.47 | 13.67 |
| 7001-7500 | 11.17 | 13.53 | 13.73 | 13.93 | 14.13 |
| 7501-8000 | 12.55 | 15.35 | 15.85 | 16.25 | 16.65 |
| 8001-8500 | 12.78 | | | | |
| 8501-9000 | 13.01 | | | | |
| 9001-9500 | 13.24 | | | | |
| 9501-10000 | 13.47 | | | | |
| 10000 + | 14.08 | | | | |

PRE-RATIFICATION RATES AND SCALES FOR EMPLOYEES IN ALL CITIES AND TOWNS EXCEPT FORT MCMURRAY

CAKE DECORATORS

| Hours | | | | | |
|-------------------|------------|-------------------|-------------------|-------------------|-------------------|
| | Before DOR | June 22/03 DOR | March 21, 2004 | March 20, 2005 | March 19, 2006 |
| 0-500 | 6.50 | 7.50 | 7.50 | 7.70 | 7.90 |
| 501-1000 | 6.97 | 7.77 | 7.77 | 7.97 | 8.17 |
| 1001-1500 | 7.43 | 8.03 | 8.03 | 8.23 | 8.43 |
| 1501-2000 | 7.90 | 8.30 | 8.30 | 8.50 | 8.70 |
| 2001-2500 | 8.37 | 8.57 | 8.57 | 8.77 | 8.97 |
| 2501-3000 | 8.83 | 9.03 | 9.03 | 9.23 | 9.43 |
| 3001-3500 | 9.30 | 9.50 | 9.50 | 9.70 | 9.90 |
| 3501-4000 | 9.77 | 9.97 | 9.97 | 10.17 | 10.37 |
| 4001-4500 | 10.23 | 10.43 | 10.43 | 10.63 | 10.83 |
| 4501-5000 | 10.70 | 10.90 | 10.90 | 11.10 | 11.30 |
| 5001-5500 | 11.17 | 11.37 | 11.37 | 11.57 | 11.77 |
| 5501-6000 | 11.63 | 11.83 | 11.83 | 12.03 | 12.23 |
| 6001-6500 | 12.10 | 12.30 | 12.30 | 12.50 | 12.70 |
| 6501-7000 | 12.57 | 12.77 | 12.77 | 12.97 | 13.17 |
| 7001-7500 | 13.03 | 13.23 | 13.23 | 13.43 | 13.63 |
| 7501-8000 | 14.75 | 14.95 | 14.95 | 15.15 | 15.35 |
| 8001-8500 | 15.09 | 15.29 | 15.29 | 15.49 | 15.69 |
| 8501-9000 | 15.43 | 15.63 | 15.63 | 15.83 | 16.03 |
| 9001-9500 | 15.77 | 15.97 | 15.97 | 16.17 | 16.37 |
| 9501-10000 | 16.11 | 16.31 | 16.31 | 16.51 | 16.71 |
| 10000 + | 16.44 | 16.79 | 16.79 | 17.14 | 17.44 |

**PRE-RATIFICATION RATES AND SCALES FOR EMPLOYEES IN ALL CITIES AND
TOWNS EXCEPT FORT MCMURRAY**

ICER/PACKER

| Hours | Before DOR | June 22/03 DOR | March 21, 2004 | March 20, 2005 | March 19, 2006 |
|-------------------|--------------|-------------------|-------------------|-------------------|-------------------|
| | 0-500 | 6.50 | 7.50 | 7.50 | 7.70 |
| 501-1000 | 6.97 | 7.77 | 7.77 | 7.97 | 8.17 |
| 1001-1500 | 7.43 | 8.03 | 8.03 | 8.23 | 8.43 |
| 1501-2000 | 7.90 | 8.30 | 8.30 | 8.50 | 8.70 |
| 2001-2500 | 8.37 | 8.57 | 8.57 | 8.77 | 8.97 |
| 2501-3000 | 8.83 | 9.03 | 9.03 | 9.23 | 9.43 |
| 3001-3500 | 9.30 | 9.50 | 9.50 | 9.70 | 9.90 |
| 3501-4000 | 9.77 | 9.97 | 9.97 | 10.17 | 10.37 |
| 4001-4500 | 10.23 | 10.43 | 10.43 | 10.63 | 10.83 |
| 4501-5000 | 10.70 | 10.90 | 10.90 | 11.10 | 11.30 |
| 5001-5500 | 11.17 | 11.37 | 11.37 | 11.57 | 11.77 |
| 5501-6000 | 11.63 | 11.83 | 11.83 | 12.03 | 12.23 |
| 6001-6500 | 12.10 | 12.30 | 12.30 | 12.50 | 12.70 |
| 6501-7000 | 12.57 | 12.77 | 12.77 | 12.97 | 13.17 |
| 7001-7500 | 13.03 | 13.23 | 13.23 | 13.43 | 13.63 |
| 7501-8000 | 14.75 | 14.95 | 14.95 | 15.15 | 15.35 |
| 8001-8500 | 15.04 | 15.24 | 15.24 | 15.44 | 15.64 |
| 8501-9000 | 15.33 | 15.53 | 15.53 | 15.73 | 15.93 |
| 9001-9500 | 15.62 | 15.82 | 15.82 | 16.02 | 16.22 |
| 9501-10000 | 15.91 | 16.11 | 16.11 | 16.31 | 16.51 |
| 10000 + | 16.22 | 16.57 | 16.57 | 16.92 | 17.22 |

PRE-RATIFICATION RATES AND SCALES FOR EMPLOYEES IN ALL CITIES AND TOWNS EXCEPT FORT MCMURRAY

UTILITY CLERKS

| | Before DOR | June 22/03 DOR | March 21, 2004 | March 20, 2005 | March 19, 2006 |
|-------------------|-------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| 0-500 | 6.50 | 7.50 | 7.50 | 7.70 | 7.90 |
| 501-1000 | 6.93 | 7.73 | 7.73 | 7.93 | 8.13 |
| 1001-1500 | 7.37 | 7.97 | 7.97 | 8.17 | 8.37 |
| 1501-2000 | 7.80 | 8.20 | 8.20 | 8.40 | 8.60 |
| 2001-2500 | 8.23 | 8.43 | 8.43 | 8.63 | 8.83 |
| 2501-3000 | 8.67 | 8.87 | 8.87 | 9.07 | 9.27 |
| 3001-3500 | 9.10 | 9.30 | 9.30 | 9.50 | 9.70 |
| 3501-4000 | 9.53 | 9.73 | 9.73 | 9.93 | 10.13 |
| 4001-4500 | 9.96 | 10.16 | 10.16 | 10.36 | 10.56 |
| 4501-5000 | 10.40 | 10.60 | 10.60 | 10.80 | 11.00 |
| 5001-5500 | 10.83 | 11.03 | 11.03 | 11.23 | 11.43 |
| 5501-6000 | 11.26 | 11.46 | 11.46 | 11.66 | 11.86 |
| 6001-6500 | 11.70 | 11.90 | 11.90 | 12.10 | 12.30 |
| 6501-7000 | 12.13 | 12.33 | 12.33 | 12.53 | 12.73 |
| 7001-7500 | 12.56 | 12.76 | 12.76 | 12.96 | 13.16 |
| 7501-8000 | 13.75 | 13.95 | 13.95 | 14.15 | 14.35 |
| 8001-8500 | 14.30 | 14.50 | 14.50 | 14.70 | 14.90 |
| 8501-9000 | 14.85 | 15.05 | 15.05 | 15.25 | 15.45 |
| 9001-9500 | 15.40 | 15.60 | 15.60 | 15.80 | 16.00 |
| 9501-10000 | 15.95 | 16.15 | 16.15 | 16.35 | 16.55 |
| 10000 + | 16.50 | 16.85 | 16.85 | 17.20 | 17.50 |

**PRE ANI) POST-RATIFICATION RATES AND SCALES FOR EMPLOYEES IN ALL
CITIES AND TOWNS EXCEPT FORT MCMURRAY**

BAKERY PRODUCTION

| Hours | | | | | |
|-------------------|------------|-------------------|-------------------|-------------------|-------------------|
| | Before DOR | June 22/03 DOR | March 21, 2004 | March 20, 2005 | March 19, 2006 |
| 0-500 | 6.50 | 7.50 | 7.50 | 7.70 | 7.90 |
| 501-1000 | 6.83 | 7.63 | 7.63 | 7.83 | 8.03 |
| 1001-1500 | 7.17 | 7.77 | 7.77 | 7.97 | 8.17 |
| 1501-2000 | 7.50 | 7.90 | 7.90 | 8.10 | 8.30 |
| 2001-2500 | 7.83 | 8.03 | 8.03 | 8.23 | 8.43 |
| 2501-3000 | 8.17 | 8.37 | 8.37 | 8.57 | 8.77 |
| 3001-3500 | 8.50 | 8.70 | 8.70 | 8.90 | 9.10 |
| 3501-4000 | 8.83 | 9.03 | 9.03 | 9.23 | 9.43 |
| 4001-4500 | 9.16 | 9.36 | 9.36 | 9.56 | 9.76 |
| 4501-5000 | 9.50 | 9.70 | 9.70 | 9.90 | 10.10 |
| 5001-5500 | 9.83 | 10.03 | 10.03 | 10.23 | 10.43 |
| 5501-6000 | 10.16 | 10.36 | 10.36 | 10.56 | 10.76 |
| 6001-6500 | 10.50 | 10.70 | 10.70 | 10.90 | 11.10 |
| 6501-7000 | 10.83 | 11.03 | 11.03 | 11.23 | 11.43 |
| 7001-7500 | 11.16 | 11.36 | 11.36 | 11.56 | 11.76 |
| 7501-8000 | 12.35 | 12.55 | 12.55 | 12.75 | 12.95 |
| 8001-8500 | 12.62 | 12.82 | 12.82 | 13.02 | 13.22 |
| 8501-9000 | 12.89 | 13.09 | 13.09 | 13.29 | 13.49 |
| 9001-9500 | 13.16 | 13.36 | 13.36 | 13.56 | 13.76 |
| 9501-10000 | 13.43 | 13.63 | 13.63 | 13.83 | 14.03 |
| 10000 + | 13.70 | 14.05 | 14.05 | 14.40 | 14.70 |

PRE-RATIFICATION RATES AND SCALES FOR EMPLOYEES IN ALL CITIES AND TOWNS EXCEPT FORT MCMURRAY

JOURNEYMAN BAKERS

| Hours | | | | | |
|-------------------|------------|-------------------|-------------------|-------------------|-------------------|
| | Before DOR | June 22/03 DOR | March 21, 2004 | March 20, 2005 | March 19, 2006 |
| 0-500 | 8.00 | 9.00 | 9.00 | 9.20 | 9.40 |
| 501-1000 | 8.50 | 9.30 | 9.30 | 9.50 | 9.70 |
| 1001-1500 | 9.00 | 9.60 | 9.60 | 9.80 | 10.00 |
| 1501-2000 | 9.50 | 9.90 | 9.90 | 10.10 | 10.30 |
| 2001-2500 | 10.00 | 10.20 | 10.20 | 10.40 | 10.60 |
| 2501-3000 | 10.50 | 10.70 | 10.70 | 10.90 | 11.10 |
| 3001-3500 | 11.00 | 11.20 | 11.20 | 11.40 | 11.60 |
| 3501-4000 | 11.50 | 11.70 | 11.70 | 11.90 | 12.10 |
| 4001-4500 | 12.00 | 12.20 | 12.20 | 12.40 | 12.60 |
| 4501-5000 | 12.50 | 12.70 | 12.70 | 12.90 | 13.10 |
| 5001-5500 | 13.00 | 13.20 | 13.20 | 13.40 | 13.60 |
| 5501-6000 | 13.50 | 13.70 | 13.70 | 13.90 | 14.10 |
| 6001-6500 | 14.00 | 14.20 | 14.20 | 14.40 | 14.60 |
| 6501-7000 | 14.50 | 14.70 | 14.70 | 14.90 | 15.10 |
| 7001-7500 | 15.00 | 15.20 | 15.20 | 15.40 | 15.60 |
| 7501-8000 | 16.75 | 16.95 | 16.95 | 17.15 | 17.35 |
| 8001-8500 | 16.93 | 17.13 | 17.13 | 17.33 | 17.53 |
| 8501-9000 | 17.11 | 17.31 | 17.31 | 17.51 | 17.71 |
| 9001-9500 | 17.29 | 17.49 | 17.49 | 17.69 | 17.89 |
| 9501-10000 | 17.47 | 17.67 | 17.67 | 17.87 | 18.07 |
| 10000 + | 17.66 | 18.01 | 18.01 | 18.36 | 18.66 |

**PRE-AND POST-RATIFICATION RATES AND SCALES FOR EMPLOYEES IN ALL
CITIES AND TOWNS INCLUDING FORT MCMURRAY**

BAKERY APPRENTICE

| | |
|-------------|--------------------------------|
| First Year: | 65% of Journeyman Rate |
| Second Year | 75% of Journeyman Rate |
| Third Year | 85% of Journeyman Rate |
| Fourth Year | Same rate as Journeyinan Baker |

**PRE-AND POST-RATIFICATION RATES AND SCALES FOR EMPLOYEES IN ALL
CITIES AND TOWNS EXCEPT FORT MCMURRAY**

COURTESY CLERKS

| Hours | | | | | |
|-------------------|------------|-------------------|-------------------|-------------------|-------------------|
| | Before DOR | June 22/03 DOR | March 21, 2004 | March 20, 2005 | March 19, 2006 |
| 0-500 | 6.00 | 7.00 | 7.00 | 7.20 | 7.40 |
| 501-1000 | 6.40 | 7.20 | 7.20 | 7.40 | 7.60 |
| 1001-1500 | 6.80 | 7.40 | 7.40 | 7.60 | 7.80 |
| 1501-2000 | 7.20 | 7.60 | 7.60 | 7.80 | 8.00 |
| 2001-2500 | 7.60 | 7.80 | 7.80 | 8.00 | 8.20 |
| 2501-3000 | 8.00 | 8.20 | 8.20 | 8.40 | 8.60 |
| 3001-3500 | 8.40 | 8.60 | 8.60 | 8.80 | 9.00 |
| 3501-4000 | 8.80 | 9.00 | 9.00 | 9.20 | 9.40 |
| 4001-4500 | 9.20 | 9.40 | 9.40 | 9.60 | 9.80 |
| 4501-5000 | 9.60 | 9.80 | 9.80 | 10.00 | 10.20 |
| 5001-5500 | 10.10 | 10.45 | 10.45 | 10.80 | 11.10 |
| 5501-6000 | | | | | |
| 6001-6500 | | | | | |
| 6501-7000 | | | | | |
| 7001-7500 | | | | | |
| 7501-8000 | | | | | |
| 8001-8500 | | | | | |
| 8501-9000 | | | | | |
| 9001-9500 | | | | | |
| 9501-10000 | | | | | |
| 10000 + | | | | | |

**PRE-RATIFICATION RATES AND SCALES FOR EMPLOYEES IN FORT
MCMURRAY**

GENERAL CLERK/CUSTOMER SERVICE/HEAD CASHIER

| Hours | Before | June 22/03 | March 21, | March 20, | March 19, |
|-------------------|---------------|-------------------|------------------|------------------|------------------|
| 0-500 | 6.50 | 7.50 | 7.50 | 7.70 | 7.90 |
| 501-1000 | 6.97 | 7.77 | 7.77 | 7.97 | 8.17 |
| 1001-1500 | 7.43 | 8.03 | 8.03 | 8.23 | 8.43 |
| 1501-2000 | 7.90 | 8.30 | 8.30 | 8.50 | 8.70 |
| 2001-2500 | 8.37 | 8.57 | 8.57 | 8.77 | 8.97 |
| 2501-3000 | 8.83 | 9.03 | 9.03 | 9.23 | 9.43 |
| 3001-3500 | 9.30 | 9.50 | 9.50 | 9.70 | 9.90 |
| 3501-4000 | 9.77 | 9.97 | 9.97 | 10.17 | 10.37 |
| 4001-4500 | 10.23 | 10.43 | 10.43 | 10.63 | 10.83 |
| 4501-5000 | 10.70 | 10.90 | 10.90 | 11.10 | 11.30 |
| 5001-5500 | 11.17 | 11.37 | 11.37 | 11.57 | 11.77 |
| 5501-6000 | 11.63 | 11.83 | 11.83 | 12.03 | 12.23 |
| 6001-6500 | 12.10 | 12.30 | 12.30 | 12.50 | 12.70 |
| 6501-7000 | 12.57 | 12.77 | 12.77 | 12.97 | 13.17 |
| 7001-7500 | 13.03 | 13.23 | 13.23 | 13.43 | 13.63 |
| 7501-8000 | 14.75 | 14.95 | 14.95 | 15.15 | 15.35 |
| 8001-8500 | 15.27 | 15.47 | 15.47 | 15.67 | 15.87 |
| 8501-9000 | 15.79 | 15.99 | 15.99 | 16.19 | 16.39 |
| 9001-9500 | 16.31 | 16.51 | 16.51 | 16.71 | 16.91 |
| 9501-10000 | 16.83 | 17.03 | 17.03 | 17.23 | 17.43 |
| 10000 + | 17.33 | 17.68 | 17.68 | 18.03 | 18.33 |

**PRE-AND POST-RATIFICATION RATES AND SCALES FOR EMPLOYEES IN FORT
MCMURRAY**

DEPARTMENT MANAGERS

| | Before DOR | June 22/03 DOR | March 21, 2004 | March 20, 2005 | March 19, 2006 |
|--------------------------|-------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| Assistant Manager | 21.20 | 21.55 | 21.55 | 21.90 | 22.20 |
| Produce Manager | 19.20 | 19.55 | 19.55 | 19.90 | 20.20 |
| Bakery Manager | 19.67 | 20.02 | 20.02 | 20.37 | 20.67 |

**PRE-RATIFICATION RATES AND SCALES FOR EMPLOYEES IN FORT
MCMURRAY**

CLERK CASHIER/BAKERY SALES/OFFICE CLERK ¹¹

| Hours | Before DOR | June 22/03 DOR | March 21, 2004 | March 20, 2005 | March 19, 2006 |
|-------------------|--------------|-------------------|-------------------|-------------------|-------------------|
| | 0-500 | 6.50 | 7.50 | 7.50 | 7.70 |
| 501-1000 | 6.97 | 7.77 | 7.77 | 7.97 | 8.17 |
| 1001-1500 | 7.43 | 8.03 | 8.03 | 8.23 | 8.43 |
| 1501-2000 | 7.90 | 8.30 | 8.30 | 8.50 | 8.70 |
| 2001-2500 | 8.37 | 8.57 | 8.57 | 8.77 | 8.97 |
| 2501-3000 | 8.83 | 9.03 | 9.03 | 9.23 | 9.43 |
| 3001-3500 | 9.30 | 9.50 | 9.50 | 9.70 | 9.90 |
| 3501-4000 | 9.77 | 9.97 | 9.97 | 10.17 | 10.37 |
| 4001-4500 | 10.23 | 10.43 | 10.43 | 10.63 | 10.83 |
| 4501-5000 | 10.70 | 10.90 | 10.90 | 11.10 | 11.30 |
| 5001-5500 | 11.17 | 11.37 | 11.37 | 11.57 | 11.77 |
| 5501-6000 | 11.63 | 11.83 | 11.83 | 12.03 | 12.23 |
| 6001-6500 | 12.10 | 12.30 | 12.30 | 12.50 | 12.70 |
| 6501-7000 | 12.57 | 12.77 | 12.77 | 12.97 | 13.17 |
| 7001-7500 | 13.03 | 13.23 | 13.23 | 13.43 | 13.63 |
| 7501-8000 | 14.75 | 14.95 | 14.95 | 15.15 | 15.35 |
| 8001-8500 | 15.10 | 15.30 | 15.30 | 15.50 | 15.70 |
| 8501-9000 | 15.45 | 15.65 | 15.65 | 15.85 | 16.05 |
| 9001-9500 | 15.80 | 16.00 | 16.00 | 16.20 | 16.40 |
| 9501-10000 | 16.15 | 16.35 | 16.35 | 16.55 | 16.75 |
| 10000 + | 16.50 | 16.85 | 16.85 | 17.20 | 17.50 |

**PRE-RATIFICATION RATES AND SCALES FOR EMPLOYEES IN FORT
MCMURRAY**

**VARIETY MANAGER/CLERKS; FLORAL MANAGER/CLERKS; PHARMACH
TECHS**

| | Before DOR | June 22/03 DOR | March 21, 2004 | March 20, 2005 | March 19, 2006 |
|-------------------|-------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| 0-500 | 6.50 | 7.50 | 7.70 | 7.90 | 8.10 |
| 501-1000 | 6.83 | 7.77 | 7.97 | 8.17 | 8.37 |
| 1001-1500 | 7.17 | 8.03 | 8.23 | 8.43 | 8.63 |
| 1501-2000 | 7.50 | 8.40 | 8.60 | 8.80 | 9.00 |
| 2001-2500 | 7.83 | 8.87 | 9.07 | 9.27 | 9.47 |
| 2501-3000 | 8.17 | 9.33 | 9.53 | 9.73 | 9.93 |
| 3001-3500 | 8.50 | 9.80 | 10.00 | 10.20 | 10.40 |
| 3501-4000 | 8.83 | 10.27 | 10.47 | 10.67 | 10.87 |
| 4001-4500 | 9.17 | 10.73 | 10.93 | 11.13 | 11.33 |
| 4501-5000 | 9.50 | 11.20 | 11.40 | 11.60 | 11.80 |
| 5001-5500 | 9.83 | 11.67 | 11.87 | 12.07 | 12.27 |
| 5501-6000 | 10.17 | 12.13 | 12.33 | 12.53 | 12.73 |
| 6001-6500 | 10.50 | 12.60 | 12.80 | 13.00 | 13.20 |
| 6501-7000 | 10.83 | 13.07 | 13.27 | 13.47 | 13.67 |
| 7001-7500 | 11.17 | 13.53 | 13.73 | 13.93 | 14.13 |
| 7501-8000 | 12.55 | 15.35 | 15.85 | 16.25 | 16.65 |
| 8001-8500 | 12.87 | | | | |
| 8501-9000 | 13.19 | | | | |
| 9001-9500 | 13.51 | | | | |
| 9501-10000 | 13.83 | | | | |
| 10000 + | 14.15 | | | | |

**PRE-RATIFICATION RATES AND SCALES FOR EMPLOYEES IN FORT
MCMURRAY**

CAKE DECORATORS

| | Before DOR | June 22/03 DOR | March 21, 2004 | March 20, 2005 | March 19, 2006 |
|-------------------|-------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| 0-500 | 6.50 | 7.50 | 7.50 | 7.70 | 7.90 |
| 501-1000 | 6.97 | 7.77 | 7.77 | 7.97 | 8.17 |
| 1001-1500 | 7.43 | 8.03 | 8.03 | 8.23 | 8.43 |
| 1501-2000 | 7.90 | 8.30 | 8.30 | 8.50 | 8.70 |
| 2001-2500 | 8.37 | 8.57 | 8.57 | 8.77 | 8.97 |
| 2501-3000 | 8.83 | 9.03 | 9.03 | 9.23 | 9.43 |
| 3001-3500 | 9.30 | 9.50 | 9.50 | 9.70 | 9.90 |
| 3501-4000 | 9.77 | 9.97 | 9.97 | 10.17 | 10.37 |
| 4001-4500 | 10.23 | 10.43 | 10.43 | 10.63 | 10.83 |
| 4501-5000 | 10.70 | 10.90 | 10.90 | 11.10 | 11.30 |
| 5001-5500 | 11.17 | 11.37 | 11.37 | 11.57 | 11.77 |
| 5501-6000 | 11.63 | 11.83 | 11.83 | 12.03 | 12.23 |
| 6001-6500 | 12.10 | 12.30 | 12.30 | 12.50 | 12.70 |
| 6501-7000 | 12.57 | 12.77 | 12.77 | 12.97 | 13.17 |
| 7001-7500 | 13.03 | 13.23 | 13.23 | 13.43 | 13.63 |
| 7501-8000 | 14.75 | 14.95 | 14.95 | 15.15 | 15.35 |
| 8001-8500 | 15.11 | 15.31 | 15.31 | 15.51 | 15.71 |
| 8501-9000 | 15.47 | 15.67 | 15.67 | 15.87 | 16.07 |
| 9001-9500 | 15.83 | 16.03 | 16.03 | 16.23 | 16.43 |
| 9501-10000 | 16.19 | 16.39 | 16.39 | 16.59 | 16.79 |
| 10000 + | 16.53 | 16.88 | 16.88 | 17.23 | 17.53 |

**PRE-RATIFICATION RATES AND SCALES FOR EMPLOYEES IN FORT
MCMURRAY**

CAKE & ROLL ICER

| Hours | Before DOR | June 22/03 DOR | March 21, 2004 | March 20, 2005 | March 19, 2006 |
|-------------------|-------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| 0-500 | 6.50 | 7.50 | 7.50 | 7.70 | 7.90 |
| 501-1000 | 6.97 | 7.77 | 7.77 | 7.97 | 8.17 |
| 1001-1500 | 7.43 | 8.03 | 8.03 | 8.23 | 8.43 |
| 1501-2000 | 7.90 | 8.30 | 8.30 | 8.50 | 8.70 |
| 2001-2500 | 8.37 | 8.57 | 8.57 | 8.77 | 8.97 |
| 2501-3000 | 8.83 | 9.03 | 9.03 | 9.23 | 9.43 |
| 3001-3500 | 9.30 | 9.50 | 9.50 | 9.70 | 9.90 |
| 3501-4000 | 9.77 | 9.97 | 9.97 | 10.17 | 10.37 |
| 4001-4500 | 10.23 | 10.43 | 10.43 | 10.63 | 10.83 |
| 4501-5000 | 10.70 | 10.90 | 10.90 | 11.10 | 11.30 |
| 5001-5500 | 11.17 | 11.37 | 11.37 | 11.57 | 11.77 |
| 5501-6000 | 11.63 | 11.83 | 11.83 | 12.03 | 12.23 |
| 6001-6500 | 12.10 | 12.30 | 12.30 | 12.50 | 12.70 |
| 6501-7000 | 12.57 | 12.77 | 12.77 | 12.97 | 13.17 |
| 7001-7500 | 13.03 | 13.23 | 13.23 | 13.43 | 13.63 |
| 7501-8000 | 14.75 | 14.95 | 14.95 | 15.15 | 15.35 |
| 8001-8500 | 15.06 | 15.26 | 15.26 | 15.46 | 15.66 |
| 8501-9000 | 15.37 | 15.57 | 15.57 | 15.77 | 15.97 |
| 9001-9500 | 15.68 | 15.88 | 15.88 | 16.08 | 16.28 |
| 9501-10000 | 15.99 | 16.19 | 16.19 | 16.39 | 16.59 |
| 10000 + | 16.31 | 16.66 | 16.66 | 17.01 | 17.31 |

**PRE-RATIFICATION RATES AND SCALES FOR EMPLOYEES IN FORT
MCMURRAY**

UTILITY CLERKS

| Hours | Before DOR | June 22/03 DOR | March 21, 2004 | March 20, 2005 | March 19, 2006 |
|-------------------|-------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| 0-500 | 6.50 | 7.50 | 7.50 | 7.70 | 7.90 |
| 501-1000 | 6.93 | 7.73 | 7.73 | 7.93 | 8.13 |
| 1001-1500 | 7.37 | 7.97 | 7.97 | 8.17 | 8.37 |
| 1501-2000 | 7.80 | 8.20 | 8.20 | 8.40 | 8.60 |
| 2001-2500 | 8.23 | 8.43 | 8.43 | 8.63 | 8.83 |
| 2501-3000 | 8.67 | 8.87 | 8.87 | 9.07 | 9.27 |
| 3001-3500 | 9.10 | 9.30 | 9.30 | 9.50 | 9.70 |
| 3501-4000 | 9.53 | 9.73 | 9.73 | 9.93 | 10.13 |
| 4001-4500 | 9.96 | 10.16 | 10.16 | 10.36 | 10.56 |
| 4501-5000 | 10.40 | 10.60 | 10.60 | 10.80 | 11.00 |
| 5001-5500 | 10.83 | 11.03 | 11.03 | 11.23 | 11.43 |
| 5501-6000 | 11.26 | 11.46 | 11.46 | 11.66 | 11.86 |
| 6001-6500 | 11.70 | 11.90 | 11.90 | 12.10 | 12.30 |
| 6501-7000 | 12.13 | 12.33 | 12.33 | 12.53 | 12.73 |
| 7001-7500 | 12.56 | 12.76 | 12.76 | 12.96 | 13.16 |
| 7501-8000 | 13.75 | 13.95 | 13.95 | 14.15 | 14.35 |
| 8001-8500 | 14.32 | 14.52 | 14.52 | 14.72 | 14.92 |
| 8501-9000 | 14.89 | 15.09 | 15.09 | 15.29 | 15.49 |
| 9001-9500 | 15.46 | 15.66 | 15.66 | 15.86 | 16.06 |
| 9501-10000 | 16.03 | 16.23 | 16.23 | 16.43 | 16.63 |
| 10000 + | 16.59 | 16.94 | 16.94 | 17.29 | 17.59 |

**PRE AND POST-RATIFICATION RATES AND SCALES FOR EMPLOYEES IN FORT
MCMURRAY**

BAKERY PRODUCTION

| | Before DOR | June 22/03 DOR | March 21, 2004 | March 20, 2005 | March 19, 2006 |
|-------------------|-------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| 0-500 | 6.50 | 7.50 | 7.50 | 7.70 | 7.90 |
| 501-1000 | 6.83 | 7.63 | 7.63 | 7.83 | 8.03 |
| 1001-1500 | 7.17 | 7.77 | 7.77 | 7.97 | 8.17 |
| 1501-2000 | 7.50 | 7.90 | 7.90 | 8.10 | 8.30 |
| 2001-2500 | 7.83 | 8.03 | 8.03 | 8.23 | 8.43 |
| 2501-3000 | 8.17 | 8.37 | 8.37 | 8.57 | 8.77 |
| 3001-3500 | 8.50 | 8.70 | 8.70 | 8.90 | 9.10 |
| 3501-4000 | 8.83 | 9.03 | 9.03 | 9.23 | 9.43 |
| 4001-4500 | 9.16 | 9.36 | 9.36 | 9.56 | 9.76 |
| 4501-5000 | 9.50 | 9.70 | 9.70 | 9.90 | 10.10 |
| 5001-5500 | 9.83 | 10.03 | 10.03 | 10.23 | 10.43 |
| 5501-6000 | 10.16 | 10.36 | 10.36 | 10.56 | 10.76 |
| 6001-6500 | 10.50 | 10.70 | 10.70 | 10.90 | 11.10 |
| 6501-7000 | 10.83 | 11.03 | 11.03 | 11.23 | 11.43 |
| 7001-7500 | 11.16 | 11.36 | 11.36 | 11.56 | 11.76 |
| 7501-8000 | 12.35 | 12.55 | 12.55 | 12.75 | 12.95 |
| 8001-8500 | 12.62 | 12.82 | 12.82 | 13.02 | 13.22 |
| 8501-9000 | 12.89 | 13.09 | 13.09 | 13.29 | 13.49 |
| 9001-9500 | 13.16 | 13.36 | 13.36 | 13.56 | 13.76 |
| 9501-10000 | 13.43 | 13.63 | 13.63 | 13.83 | 14.03 |
| 10000 + | 13.70 | 14.05 | 14.05 | 14.40 | 14.70 |

**PRE-RATIFICATION RATES AND SCALES FOR EMPLOYEES IN FORT
MCMURRAY**

JOURNEYMAN BAKERS

| Hours | | | | | |
|-------------------|---------|-------|-------|-------|-------|
| | Current | DOR | 2004 | 2005 | 2006 |
| 0-500 | 8.00 | 9.00 | 9.00 | 9.20 | 9.40 |
| 501-1000 | 8.50 | 9.30 | 9.30 | 9.50 | 9.70 |
| 1001-1500 | 9.00 | 9.60 | 9.60 | 9.80 | 10.00 |
| 1501-2000 | 9.50 | 9.90 | 9.90 | 10.10 | 10.30 |
| 2001-2500 | 10.00 | 10.20 | 10.20 | 10.40 | 10.60 |
| 2501-3000 | 10.50 | 10.70 | 10.70 | 10.90 | 11.10 |
| 3001-3500 | 11.00 | 11.20 | 11.20 | 11.40 | 11.60 |
| 3501-4000 | 11.50 | 11.70 | 11.70 | 11.90 | 12.10 |
| 4001-4500 | 12.00 | 12.20 | 12.20 | 12.40 | 12.60 |
| 4501-5000 | 12.50 | 12.70 | 12.70 | 12.90 | 13.10 |
| 5001-5500 | 13.00 | 13.20 | 13.20 | 13.40 | 13.60 |
| 5501-6000 | 13.50 | 13.70 | 13.70 | 13.90 | 14.10 |
| 6001-6500 | 14.00 | 14.20 | 14.20 | 14.40 | 14.60 |
| 6501-7000 | 14.50 | 14.70 | 14.70 | 14.90 | 15.10 |
| 7001-7500 | 15.00 | 15.20 | 15.20 | 15.40 | 15.60 |
| 7501-8000 | 16.75 | 16.95 | 16.95 | 17.15 | 17.35 |
| 8001-8500 | 16.95 | 17.15 | 17.15 | 17.35 | 17.55 |
| 8501-9000 | 17.15 | 17.35 | 17.35 | 17.55 | 17.75 |
| 9001-9500 | 17.35 | 17.55 | 17.55 | 17.75 | 17.95 |
| 9501-10000 | 17.55 | 17.75 | 17.75 | 17.95 | 18.15 |
| 10000 + | 17.75 | 18.10 | 18.10 | 18.45 | 18.75 |

**PRE-AND POST-RATIFICATION RATES AND SCALES FOR EMPLOYEES IN ALL
CITIES AND TOWNS INCLUDING FORT MCMURRAY**

BAKERY APPRENTICE

| | |
|-------------|-------------------------------|
| First Year: | 65% of Journeyman Rate |
| Second Year | 75% of Journeyman Rate |
| Third Year | 85% of Journeyman Rate |
| Fourth Year | Same rate as Journeyman Baker |

**PRE-AND POST-RATIFICATION RATES AND SCALES FOR EMPLOYEES IN FORT
MCMURRAY**

COURTESY CLERKS

| | Before DOR | June 22/03 DOR | March 21, 2004 | March 20, 2005 | March 19, 2006 |
|-------------------|-------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| 0-500 | 6.00 | 7.00 | 7.00 | 7.20 | 7.40 |
| 501-1000 | 6.40 | 7.20 | 7.20 | 7.40 | 7.60 |
| 1001-1500 | 6.80 | 7.40 | 7.40 | 7.60 | 7.80 |
| 1501-2000 | 7.20 | 7.60 | 7.60 | 7.80 | 8.00 |
| 2001-2500 | 7.60 | 7.80 | 7.80 | 8.00 | 8.20 |
| 2501-3000 | 8.00 | 8.20 | 8.20 | 8.40 | 8.60 |
| 3001-3500 | 8.40 | 8.60 | 8.60 | 8.80 | 9.00 |
| 3501-4000 | 8.80 | 9.00 | 9.00 | 9.20 | 9.40 |
| 4001-4500 | 9.20 | 9.40 | 9.40 | 9.60 | 9.80 |
| 4501-5000 | 9.60 | 9.80 | 9.80 | 10.00 | 10.20 |
| 5001-5500 | 10.10 | 10.45 | 10.45 | 10.80 | 11.10 |
| 5501-6000 | | | | | |
| 6001-6500 | | | | | |
| 6501-7000 | | | | | |
| 7001-7500 | | | | | |
| 7501-8000 | | | | | |
| 8001-8500 | | | | | |
| 8501-9000 | | | | | |
| 9001-9500 | | | | | |
| 9501-10000 | | | | | |
| 10000 + | | | | | |

6. Health and Welfare Trust

The employer agrees to have a Health and Welfare Trust Fund for all part-time employees who do not qualify for the existing Employer Group Insurance benefits. The Employer shall make contributions to the fund as follows:

\$0.05 per hour, effective March 19, 2006

\$0.10 per hour, effective March 11, 2007

for all part-time hours worked and paid in the Bargaining Unit for the same hours that are paid for each hour that the Employer pays dental contributions as per Article 7.7. The Employer shall appoint two (2) trustees and the Union shall appoint two (2) trustees. The first task of the trustees shall be to draw up a Trust Agreement, which shall be accomplished within thirty (30) days from the Date of Ratification, unless the parties mutually agree to a longer period. A Plan Text shall also be established by the trustees within a further sixty (60) days unless a longer period is mutually agreed by the trustees. The trustees may hire consultants that may be deemed appropriate for the finalization of these documents, and / or administration of the Fund. The purpose of the Trust Fund shall be to establish the Health and Welfare benefits for part-time employees who do not qualify for the existing Employer Group Insurance benefits as decided by the trustees. The Trustees shall have the authority to decide which benefits shall be implemented, consistent with the financial ability of the Trust Fund to provide for those benefits.

- 7(a)** The Company Bonus Plan for Assistant Store Managers, Produce Managers and Bakery Managers will remain.
- (b)** The Employer will designate a Head Variety Clerk in those Variety Departments consisting of two (2) or more employees. The Head Variety Clerk will receive a premium of \$1.75 per hour. Only those employees who are paid according to the Variety Clerk wage scale will be eligible to receive this premium. Employees who relieve the Head Variety Clerk will only be eligible to receive the premium if he relieved the Head Variety Clerk for absences of one week or greater.
- (c)** 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.

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 **production** 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. **The foregoing premium will apply to all bakery employees in shipping stores.**
- (e) The Company agrees to work with Apprentice Bakers to provide exposure to a variety of tasks to aid them in the successful completion of their apprenticeship.

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 hairnets to employees who are required to wear such items.

8. Bakery Production Assistant Clerks shall only be scheduled to work when a Journeyman Baker is working unless the Production Assistant Clerk is only performing clean-up duties.

9. Notwithstanding the cap, apprentices, after successfully completing the second year 'school' portion of their apprenticeship, will be allowed to work up to 32 hours per week in their store, provided the hours are available in their classification.

Further, after completing the third year of school, they will be allowed to work **up** to 40 hours per week in their store, provided the hours are available in their classification.

If an apprentice is unable to attain the hours in their store, the Company will consider a request for a transfer to another store.

In-store Bakers will be allowed to wear steel-toed safety footwear that meets with the Company's approval.

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.

LETTER OF UNDERSTANDING #2

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 the following five (5) Store Supervisors:

Doug Ferguson
Gerry Gartner
Dwayne Hoffman
Rick Klein
Harry Van Spyker

The position of Store Supervisor will be eliminated through the attrition of the above individuals.

Store Supervisors shall be allowed to return into the Bargaining Unit with any previously earned Bargaining Unit seniority provided such return does not cause less hours to be scheduled in the Bargaining Unit.

LETTER OF UNDERSTANDING #3

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 coinpenation 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.

LETTER OF UNDERSTANDING #4

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 #5

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 #6

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.

LETTER OF UNDERSTANDING #7

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 #8

EMPLOYEE SECURITY

Employees working evening shifts may request an escort to their car to ensure their safe departure. The request must be made to the person in charge of the store who will make arrangements for the employee to be escorted to their car.

Employees using other means of transportation may also request help in ensuring their safe departure.

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

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.

LETTER OF UNDERSTANDING #9

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

Pursuant to Article 6 - Vacations, Section 6.1 (h), 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 _____, Alberta, this _____ day of _____, 20__.

LETTER OF UNDERSTANDING #10

VARIETY CLERK DUTIES AT GENERAL CLERK OR CASHIER RATES OF PAY

All employees who were performing Variety Clerk duties at the General Clerk or Cashier rate of pay prior to February 22, 1987 will be entitled to continue to receive the corresponding rate when performing Variety Clerk Duties. The Employer and the Union will maintain the list of employees entitled to this benefit and a notation will be placed on each employee's personnel file.

LETTER OF UNDERSTANDING #11

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.

LETTER OF INTENT #12

BETWEEN:

CANADA SAFEWAY LIMITED

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.

LETTER OF UNDERSTANDING #13

NIGHT STOCKING

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

LETTER OF UNDERSTANDING #14

CLERK CASHIERS

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

LETTER OF UNDERSTANDING #15

FORT MCMURRAY BASIC WORK WEEK

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

- a) Forty (40) hours to be worked scheduled by the Employer.

**LETTER OF UNDERSTANDING #16
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.

EQUALIZATION ALLOWANCES - GRANDE PRAIRIE AND FORT MCMURRAY

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 #17

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.

LETTER OF UNDERSTANDING #18

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.

LETTER OF UNDERSTANDING #19

BETWEEN: CANADA SAFEWAY LIMITED

AND: U.F.C.W., LOCAL 401

Schedules

Outside working hours and following notification to the Store Manager or person in charge of the store, a Shop Steward will be allowed to make a copy of a department schedule and remove the copy from the store. The Union agrees to deal with the copied schedules in a confidential manner.

LETTER OF UNDERSTANDING #20

BETWEEN: CANADA SAFEWAY LIMITED

AND: U.F.C.W., LOCAL 401

Customer Service

Employees whose job performance is inconsistent with the Customer Service Policies will be counselled prior to the implementation of progressive discipline. A full-time Union Representative will meet with the employee and their Store Manager prior to any disciplinary action being taken. The Union agrees to make representatives readily available so as not to delay this process unduly.

The foregoing will not apply to incidents of serious misconduct related to customer service.

LETTER OF UNDERSTANDING #21

EMPLOYEES WISHING TO CHANGE THEIR STATUS FROM FULL-TIME TO PART-TIME

Employees may apply in writing to the Director of Human Resources, with copies to their Store Manager and the Union, to have their status changed from Full-time to Part-time. The change of status will be granted provided the following conditions are met:

1. The change of status is operationally feasible and can be easily accommodated within the employee's store, department and classification.
2. There is a suitable part-time position available within the employee's store, department and classification.
3. There is a qualified replacement readily available to the employer

The parties agree that an employee wishing to reduce from full-time status to part-time status to avoid scheduling requirements (e.g., night stocking rotation or evening work), will not be considered.

LETTER OF UNDERSTANDING #22

PREPAYMENT OF COMPANY BENEFITS WHEN GOING ON PARENTAL LEAVES

Those employees wishing to maintain their coverage under the Company Benefit Plan while on Parental Leaves, must prepay the cost of those benefits prior to commencing such leave by either paying the full amount or by providing up to four (4) post-dated cheques.

LETTER OF UNDERSTANDING #23

VOLUNTARYBUYOUT

Buyout Option

The objective is to allow the Employer to restructure its labour costs in the Stores covered by this Collective Agreement. The intent is to minimize the impact on existing employees and instead to affect employees hired after the date of ratification.

For the purposes of this Letter of Understanding, the following definitions will be used:

- (i) "Pre-Ratification Employee" means an employee hired before the Sunday following the date of ratification.
 - (ii) "Post-Ratification Employee" means an employee hired after the Sunday following the date of ratification or a Courtesy Clerk promoted out of the Courtesy Clerk classification after the Sunday following the date of ratification.
- (a) A voluntary buyout will be offered, at the Company's discretion in respect to timing, to a limited number of Pre-Ratification employees (excluding Health Care Consultants), whose rate of pay is greater than \$14.00/hour in accordance with the buyout schedule below. Employees who have been in the employ of the Bargaining Unit for 20 or more continuous years as of the Sunday following the date of ratification will have an additional buyout enhancement in the amount of \$500.00 per year for each full year of employment over 20 years to a maximum of \$5,000.00.

| | | BUYOUT SCHEDULE | | | | | | | | | |
|-------------|-----------|------------------------------------|--------------------|---------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|-------------------------|
| | | AVERAGE WEEKLY HOURS WORKED | | | | | | | | | |
| From | To | 0- 3.99 | 4- 7.99 | 8- 11.99 | 12- 15.99 | 16- 19.99 | 20- 23.99 | 24- 27.99 | 28- 31.99 | 32- 35.99 | FT/PT >36 |
| \$17.00 | Over | 1,300 | 3,900 | 6,600 | 9,200 | 11,800 | 14,500 | 17,100 | 19,700 | 21,700 | 25,000 |
| \$16.00 | \$16.99 | 1,200 | 3,600 | 6,000 | 8,500 | 10,900 | 13,300 | 15,700 | 18,200 | 20,000 | 23,000 |
| \$15.00 | \$15.99 | 800 | 2,500 | 4,200 | 5,800 | 7,500 | 9,200 | 10,800 | 12,500 | 13,700 | 15,800 |
| \$14.00 | \$14.99 | 700 | 2,000 | 3,300 | 4,600 | 5,900 | 7,200 | 8,500 | 9,800 | 10,800 | 12,500 |

- (b) The Employer reserves the right to limit the number of employees accepted for the buyout by classification, department, bargaining unit, total number of employees or any combination of the foregoing, so as to ensure that the buyout does not effect the efficient operation of the business.

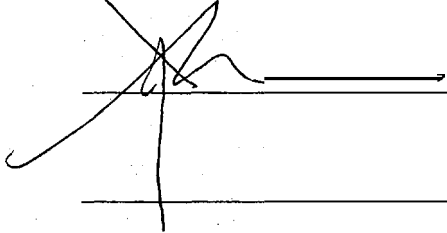
- (c) In order to be eligible for the buyout, an employee must be covered by the Collective Agreement, have a minimum of 5 years of continuous service with the Employer as of the Sunday following the date of ratification, and have a minimum of 80 hours worked during the fifty-two (52) weeks prior to the Sunday following the date of ratification.
- (d) An otherwise eligible employee who fails to meet the requirement set out in paragraph (d) due to an approved parental or medical leave will be offered the buyout if they return to work in the Bargaining Unit within the twelve (12) month period following the Date of Ratification and competently perform their duties for a minimum of six (6) months from the date of return. Upon completion of the six-(6) month period, the employee will be eligible to apply for the buyout. The buyout will be offered based on the average weekly hours worked in the six-(6) month period. The buyout will only be offered to the employee if their seniority would have made them eligible during the initial buyout.
- (e) Acceptance of the buyout is a deemed resignation. An employee accepting the buyout will not be eligible for any other severance or pay in lieu of notice under the Collective Agreement or any applicable law.
- (f) Any employee accepting a buyout will not be eligible for credit for previous experience if rehired at a later date.
- (g) The Employer will not be obligated to replace any full-time positions that are vacated as a result of the buyout.
- (h) The Employer will provide employees approximately forty-five (45) days from the date a buyout is announced in which to make application for the buyout. The buyout payment will be subject to statutory deductions, unless transferred into an RRSP in accordance with applicable tax rules.
- (i) The average weekly hours worked for a part-time employee will be determined by utilizing the 52-week period preceding the Sunday following the date of ratification.
- (j) Full weeks missed by eligible part-time employees because of Weekly Indemnity, Long-Term Disability, WCB, Maternity and other verifiable disability leaves will be excluded in order to calculate the average weekly hours of work. Such employees shall have their average weekly hours determined by dividing their hours worked by the number of weeks in which they had hours worked in the 52-week period.

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

The following signatures are to cover "Letters of Understanding" number one (1) through to twenty-three (23).

Dated at Calgary, Alberta, this 16 day of December, 2003

FOR THE EMPLOYER



FOR THE UNION

