

COLLECTIVE AGREEMENT

BETWEEN

SOBEYS WEST INC.
(Safeway Operations)

Covering the areas of

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

AND

UNITED FOOD AND COMMERCIAL WORKERS
CANADA UNION, LOCAL NO. 401

Renewal: **March 18th, 2017**

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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", "**she**", "him", or "her" 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 _____, **2015**.

BY AND BETWEEN **SOBEYS WEST INC. (Safeway Operations)**, a body corporate carrying on business in the Cities or Townsites of Banff, Brooks, Calgary, Camrose, Canmore, Edmonton, Fort McMurray, Grande Prairie, Hinton, Lethbridge, Lloydminster, Medicine Hat, **Red Deer and** Wetaskiwin, covered under separate Certifications, but combined under one Agreement; hereinafter referred to as "the Employer"

AND UNITED FOOD **AND** COMMERCIAL WORKERS CANADA UNION, LOCAL NO. 401, 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 (excluding Lloydminster), 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 twenty-five (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-time 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 5.4 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 the Union. The Union agrees that should they propose a dues structure that cannot be administered by the Employer, the parties will meet to discuss a resolve. The Employer further agrees, automatically, to deduct Union dues and initiation fees from the wages of all new employees. Monies deducted during any month shall be forwarded by the Employer to the President of the Union not later than the fifteenth (15th) 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 four (4) **or five (5) week *accounting period.***

The above dues and initiation fees shall be submitted electronically in a manner acceptable to both parties.

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 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(c), the basic work week 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 11.4. New employees who normally work forty (40) hours per week shall be considered full-time after completing the probationary period, as provided in Article 4.7 of this Agreement.

- (b) There shall be a daily starting time for each employee. Daily hours of work shall be consecutive with the exception of rest and meal periods. No split shifts shall be worked.
- (c) 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.

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

- (d) A maximum of one (1) First Assistant Manager, one (1) Second Assistant Manager and one (1) Management Trainee may be designated by the Employer in all stores. These designated positions will not be subject to hours claimed. Employees designated as a Management Trainee will be classified as a full-time General Clerk.

It is agreed that the employees in an acting capacity are to be included in the limitations.

Notwithstanding any provision in Article 11 of the Collective Agreement, including those provisions relating to promotions to full-time, layoffs and restrictions to part-time, the **Employer** may designate the individuals who will occupy the following classifications:

First Assistant Manager
Second Assistant Manager
Produce Manager
Bakery Manager
Meat Manager
Deli Manager

Notwithstanding Article 11.3 of the Collective Agreement, the **Employer** may designate the

individuals who will occupy the following classifications:

Management Trainee
Assistant Produce Manager
Assistant Bakery Manager
Assistant Meat Manager
Assistant Deli Manager
Fish Department Manager
Chinese Kitchen Manager
Coffee Bar Operator
Head Cashier
Head File Maintenance
Floral Operator
Variety Operator
Non Retail Pharmacy Assistant Supervisor

Each store will have only one of each of these classifications. It is agreed that the employees in an acting capacity are to be included in the limitations.

Employees who ***were appointed to these classifications after June 10th, 2011 and*** are demoted or voluntarily step down will be placed in the store and classifications that they were promoted from at the rate corresponding to their career hours. ***In the case of First Assistant Managers, Second Assistant Managers and Management Trainees, the above will apply to those who were appointed to these classifications after February 26th, 2008.***

In the event that an employee was hired into one of these classifications, they will be placed in a store and classification at the discretion of the

Employer at a rate corresponding to their career hours on the applicable scale.

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(c), 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 (1 1/2 X) 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 (c) respectively or the reduced work week as defined in Article 4.3 (b). 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 (2X) their regular hourly rate of pay.
- (c) A part-time employee who completes the basic work week shall be compensated as in (a) and (b) above.

(Southern Alberta Only) - Any time worked by a part-time employee in excess of five (5) days in a week will be compensated for at time and one half (1 1/2 X) 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 ***in reverse order of seniority*** 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 (2) 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 (2X) their regular hourly rate.

4.3 General Holidays

(a) The following days shall be paid General Holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Heritage Day (1 st Monday in August)	

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.

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) The hours of work for employees in a week when a General Holiday occurs and as are recognized, as referred to in Article 4.3 (a), 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 (1 1/2 X).

(c) Pay for Work on a Holiday

Employees required to work on a holiday shall be compensated at the rate of double (2X) their regular hourly rate for each hour worked. The Employer will schedule all employees (including Assistant Managers, Produce Managers, Bakery Managers, and Head **Cashiers**) to work on General Holidays on a fair rotational 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.

(d) 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.

When a full-time employee does work on the holiday, they shall receive as compensation that week:

- (i) Eight (8) hours **General** Holiday pay;
- (ii) Double (2X) time for all hours worked on the **General** Holiday;
- (iii) Thirty-two (32) hours pay for thirty-two (32) regular hours worked.

When a full-time employee does not work on the holiday, they shall receive as compensation that week:

- (i) Eight (8) hours **General** Holiday pay;
- (ii) Thirty-two (32) hours pay for thirty-two (32) regular hours worked.

4.4 General Holidays for Part-Time Employees

- (a) All part-time employees who have been employed thirty (30) calendar days or more and have 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 will receive the greater of the required entitlement under the Employment Standards Code or the following:
 - (i) All part-time employees who have worked an average of at least thirty (30) hours or more per week in the four (4) weeks preceding the week in which a General Holiday occurs, shall receive eight (8) hours pay at his/her regular hourly rate for each holiday observed under this Agreement.
 - (ii) All part-time employees who have worked an average of at least eighteen (18) hours in the preceding four (4) weeks shall receive six (6) hours pay at his/her regular hourly rate for each holiday observed under this Agreement.

- (iii) All part-time employees who have worked an average of less than eighteen (18) hours in the preceding four (4) weeks shall receive the average number of hours they have worked on the day of the holiday in the preceding four (4) weeks.

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 **General** Holiday pay entitlement.

Where the Employer or the Union are aware that the taking of vacation has reduced the **General** Holiday pay benefit of a part-time employee, the Employer will adjust the calculation to exclude the period of vacation from the four (4) week average.

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.

(b) Part-Time Employees Working During a **General** Holiday Week

Part-time employees who are not scheduled to work on a **General** 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.

- (c) Part-time employees will be allowed, if required by the **Employer**, to work thirty-two (32) regular hours at

straight time rates in addition to those hours worked on the **General** Holiday.

In weeks where there is two (2) **General** Holidays, part-time employees will be allowed, if required by the **Employer**, to work twenty-four (24) regular hours at straight time rates in addition to those hours worked on the **General** Holiday.

4.5 Meal and Rest Periods

- (a) An employee working a daily shift up to and including five (5) hours will have one (1) paid rest period not to exceed fifteen (15) minutes.
- (b) An employee working 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 each.
- (c) An employee working a shift of seven (7) or more hours will have two (2) rest periods not to exceed fifteen (15) minutes each and one (1) meal period without pay.
- (d) Rest periods are 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. Rest periods will be scheduled as near to midway between the meal period and the commencement and finish of a shift, if possible. Rest periods shall be with pay.
- (e) 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.

- (f) For employees in the Front End department (Cashiers, Customer Service and Courtesy Clerks) where the Employer is scheduling their meal and rest periods, and the employee is not able to receive their breaks within the above defined time(s) due to business demands, the employee shall be compensated at the applicable straight time or overtime rate.
- (g) It is understood that the compensation contemplated in Article 4.5 (e) and (f) will not be pyramided.
- (h) Meal periods will be no more than sixty (60) minutes in length. Upon mutual agreement an employee's meal break may be less than sixty (60) minutes in duration. This shall commence not earlier than three (3) hours nor later than five (5) hours after the start of an employees shift. Meal periods will be scheduled as near mid-shift as possible.
- (i) Employees on a night shift shall have a half (1/2) hour meal period.
- (j) Except in cases of emergency, meal and rest periods will be uninterrupted.
- (k) 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.

4.6 Time Recording

The Employer shall provide a time recording device 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.

Time and attendance records 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***.

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 (1) 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 at*** Management's ***discretion***.

Suspension shall be implemented within one (1) 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**.

Only the Store Manager or their designate shall approve time **and attendance records**.

In accordance with past practice, no member of the bargaining unit shall, outside paid working hours, instruct other members of the bargaining unit on matters pertaining to their work. All such time worked shall be paid in accordance with Article 4.2.

4.7 Probationary Period

During the first **two** hundred (**200**) hours worked, or an extended period mutually agreed upon by the **Employer** 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 16 and 17 of this Agreement.

Article 5 – Wages/Premiums

5.1 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, upon four (4) weeks notice to the Union and the employees, the Employer may introduce a bi-weekly system of pay.

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 pay; i.e. pay not issued or vacation pay missing, the **Employer** will, as soon as possible and using best efforts, issue pay to remedy the problem.

5.2 Job Classifications

If the **Employer** desires to introduce a new job classification they will meet with the Union to negotiate the rates and conditions for the job. If the **Employer** and the Union cannot negotiate the rates and conditions, then the matter will be referred to arbitration for resolution.

5.3 Rates for Relief Work

(a) Store Manager

Employees temporarily relieving a Location Manager in a store, other than their home store, shall receive thirty-five (\$35.00) dollars 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 (1) day, receive thirty-five (\$35.00) dollars in addition to their regular rate for all full days worked in that capacity.

(b) Produce and Assistant Managers and Head Cashiers

(Northern Alberta) Employees assigned to relieve Produce Managers, Assistant Managers 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 or Head Cashier classification in this Agreement for all time so employed.

(Southern Alberta) Employees assigned to relieve Produce Managers, Assistant Managers 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 or Head Cashier classification in this Agreement for all time so employed.

(c) Head Cashier Relief

Pre-2003 employees assigned to relieve the Head Cashier in accordance with Article 5.3(b) will be eligible for relief pay based on the Pre-2003 Head Cashier rate as defined in Appendix "A".

Post-2003 employees assigned to relieve the Head Cashier in accordance with Article 5.3(b) will be eligible for relief pay based on the Post-2003 Head Cashier rate as defined in Appendix "A".

5.4 Credit for Previous Experience

- (a) New Pharmacy Assistants, **Registered** Pharmacy Technicians, Bakers and Cake Decorators will be classified according to previous comparable experience. New employees hired into other classifications will be classified according to previous comparable Safeway 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 as defined in Article 4.7 from the date of employment; provided that, if the employees' services are retained and their experience is accepted as comparable, then after the probationary 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.

Any employee who has accepted a buyout under a previous Safeway Collective Agreement will not be eligible for credit for previous Safeway experience if rehired at a later date.

- (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.

However, where 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 probationary 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.

5.5 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 two (\$2.00) dollars 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.

5.6 Lead Hand Premium

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 "Lead Hand". A premium rate of one (\$1.00) dollar per hour will be paid to the "Lead Hand" for all full hours so appointed.

5.7 Clerk in Charge Premium

A premium of one (\$1.00) dollar 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 and*** Clerk in Charge premium.

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

5.8 Sunday Premium

All employees who work on Sunday shall receive, in addition to their straight time hourly rate, a premium of one (\$1.00) dollar per hour for each hour worked on Sunday.

5.9 Variety Operator Relief

Employees assigned to relieve the Variety Operator will be paid a premium of one dollar seventy-five cents (\$1.75) per hour when assigned to relieve for a period of one (1) week or more.

5.10 Floral Operator Relief

Employees assigned to relieve the Floral Operator will be paid a premium of one dollar fifty cents (\$1.50) per hour when assigned to relieve for a period of one (1) week or more.

5.11 *Employees assigned to relieve the Coffee Bar Operator will be paid a premium of one dollar fifty cents (\$1.50) per hour when assigned to relieve for a period of one (1) week or more.*

5.12 Head File Maintenance Relief

Pre-2003 employees assigned to relieve the Head File Maintenance will be eligible for relief pay based on the Pre-2003 Head File Maintenance rate as defined in Appendix "A" when assigned to relieve for a period of one (1) week or more.

Post-2003 employees assigned to relieve the Head File Maintenance will be eligible for relief pay based on the

Post-2003 Head File Maintenance rate as defined in Appendix "A" when assigned to relieve for a period of one (1) week or more.

5.13 Second Assistant Manager Relief

Employees designated to relieve the Second Assistant Manager for a period of one (1) week or more shall receive the applicable rate established for the Second Assistant Manager classification.

In stores where there is a Management Trainee, he/she will be designated to perform this relief. In stores where there is no Management Trainee, the Employer will designate an employee to relieve as Second Assistant Manager.

The employee designated as above will be scheduled a forty-three (43) hour basic work week as set out in Article 4.1(c).

Article 6 - Vacations

- 6.1 (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:

Length of Service	Vacation Entitlement	% of Gross Earnings
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 (g). 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).

Full-time employees shall receive their vacation pay at the rate of two (2%) percent 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, occupational or non-occupational accident, all time absent on paid full-time vacation, paid

General Holidays, and all time spent at bakery apprenticeship schools or any Employer required educational institute (assuming the employee returns to the Employer following the completion of his/her course) shall be considered as time worked for the purpose of determining the vacation allowance to which a full-time employee is entitled. All employees, whose absence due to occupational or non-occupational accident, sickness or unpaid leave of absence, extends beyond thirty-one (31) consecutive days and results in less than forty (40) hours per week he/she shall have his/her vacation pay pro-rated in the subsequent vacation year and the above table will not apply.

The Union will be provided with a list of all employees who have their vacation pay pro-rated and affected employees will be notified by mail using their last known address.

- (b) 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) years service shall receive vacation pay at a rate of four (4%) percent of gross earnings.

- (c) 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 four (4%) percent of their gross earnings for any unpaid portion of vacation pay.

- (d) **Seniority as defined in Article 11** 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.

- (e) 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. **Employees who wish to take weeks of vacation prior to March 1st must advise the Employer of these selections by no later than December 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.

- (f) Part-time employees with thirteen (13) or more years of continuous employment with the Employer will have the opportunity to schedule three (3) weeks **of** time off during prime time, ***if weeks are available.***
- (g) 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.

- (h) The time period from ***May 15th*** to ***September 15th*** of each year shall be considered the prime vacation

period. Full-time employees with three (3) or more weeks of vacation entitlement may schedule **a maximum of** two (2) weeks of their vacation (consecutively where operationally feasible) during the prime time period. Full-time employees with five (5) or more weeks of vacation entitlement may schedule **a maximum of** three (3) weeks (consecutively where operationally feasible) during prime time. **These maximums may be exceeded at the Employer's discretion. Should this occur, it must be done in order of seniority within the scheduling group. No request will be unreasonably denied.**

- (i) When a General Holiday occurs during an employee's vacation, an extra day 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 days pay may be given in lieu of an extra days vacation with pay - if, in the opinion of the Employer, an extra days 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 Manager's 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 less** than one (1) year and who terminate their employment will receive a vacation allowance to the amount equal to four (4%) percent of the total salary and wages earned for which no vacation allowance has been paid.

Employees entitled to two (2), three (3), four (4), five (5), six (6) or seven (7) weeks vacation and who terminate their employment shall receive payment for vacation allowance in an amount equal to four (4%) percent, six (6%) percent, eight (8%) percent, ten (10%) percent, twelve (12%) percent, and fourteen (14%) percent, respectively, of the total wage and salary earned by the employee during the period of employment for which no vacation allowance has been paid.

Article 7 – Leaves of Absences

7.1 Funeral/Bereavement 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/step 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 leave of absence with pay to attend the funeral.

In the case of death of spouse, father, mother or child/step child, the employee shall be entitled to, up to one (1) week leave of absence with pay for the purpose of bereavement.

Common law and same sex spouses are to be recognized by the Employer for the provisions of this article.

- (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 (7.1 (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 event of the demise of an aunt or uncle, nephew or niece, an employee will be granted one (1) day leave of absence with pay to attend the funeral.***

In the case of death of spouse, father, mother or child/step child, the employee shall be entitled to up to one (1) week leave of absence with pay for the purpose of bereavement.

Common law and same sex spouses are to be recognized by the Employer for the provisions of this article.

7.2 Personal Leave

- (a) Employees with one (1) year **of** 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. **May 15th** to **September 15th**), 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 **Employer** 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. It is understood that there may be circumstances where the sixty (60) day time frame may not be available. In those cases, the request will be adjudicated **as in the above paragraph. The employee shall be advised of the Employer's answer thirty (30) days prior to the requested time off.**

In the event that an application for leave of absence is submitted more than six (6) calendar months prior to the period for which the leave is intended, the employee shall be advised of the Employer's answer ninety (90) days prior to the requested time off.

Leaves of absences will not be considered for circumstances covered by any other leave of absence provision in the Collective Agreement (e.g. Educational Leave) or in the case where an employee is requesting the leave to work or train for another employer.

7.3 Compassionate Leave

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

7.4 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 **Employer** 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) weeks 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 **Employer** benefit plan by prepaying the cost of those benefits prior to commencing such leave.

Employees who choose not to maintain their benefit coverage under the **Employer** 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.

(c) Working while on Parental/Adoption Leave

The **Employer** and the Union agree that any employee on Parental/Adoption leave will have the opportunity to work to a maximum of twenty-five (25%) percent of their Employment Insurance Benefit level, if they so desire.

Employees electing to work part-time hours must fill out a part-time availability form. These employees will be placed on the part-time schedule using their current employment date and will be scheduled as per the part-time scheduling rules.

It is understood that the employee is responsible for the maintenance of benefits as per Article 7.4.

Should problems arise, the **Employer** and the Union will meet to resolve the issues. This may include not allowing this practice to continue forward.

7.5 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.

7.6 Pre-Payment of **Employer** Benefits when going on Parental Leaves

Those employees wishing to maintain their coverage under the **Employer** benefit plan while on parental leaves, must pre-pay 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.

7.7 Educational Leave

Full-time employees with two (2) or more years of continuous full-time service with the Employer may request an educational leave of absence for up to one (1) year without gain or loss of seniority.

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

- (a) 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.
- (b) The employee must have made application to attend an accredited educational institution.
- (c) Such leave will be granted on a one (1) time only basis for each employee.
- (d) A maximum of ten (10) 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 (3)
 - (ii) Edmonton - a total of three (3)
 - (iii) Cities and towns other than Calgary or Edmonton - a total of four (4)
- (e) Notwithstanding the foregoing, the Employer may grant educational leaves of absence which exceed the maximums set out above.
 - (f) During the period of educational leave an employee may choose to pre-pay their full-time benefits.

- (g) The absence of a full-time employee on educational leave of absence will not create a full-time vacancy for the purpose of Article 11, Seniority.
- (h) 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 8.2, but may maintain their full-time benefits by pre-paying as indicated in Article 7(f). Vacation pay will be pro-rated as per Article 6 in the subsequent year.
- (i) Leave of absence will terminate should the employee cease to attend the institution for which leave was granted.
- (j) All educational leaves of absence will be approved at the Employer's discretion.
- (k) An employee shall be returned to his/her former classification at the completion of his/her leave of absence.
- (l) Employer sponsored training programs do not qualify for Educational Leave.

7.8 Family Leave

An employee who has been employed for at least thirty (30) days is entitled up to five (5) days of unpaid leave during each calendar year to meet responsibilities related to:

- (a) The care, health or education of a child in the employee's care or,
- (b) The care or health of any member of the employee's immediate family.

An employee wishing to take a family leave must give the Employer as much notice as reasonable and practicable in the circumstances. The Employer may require the employee to provide reasonable verification of the necessity of the leave.

7.9 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 work day. Any time worked in the store in excess of the combined total of eight (8) hours shall be considered overtime and paid as such under the Agreement.

(c) In order to be eligible for the foregoing benefit, an employee must notify the Store Manager as soon as possible after receipt of Notice of Selection for Jury Duty or after receipt of Subpoena to Appear as a Witness.

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

(i) Any employee who is required or summoned to appear in Court on behalf of the Employer will be paid up to eight (8) hours at the straight time rate of pay. Employees who are required to appear in Court on behalf of the Employer on their day off will be paid a minimum of four (4) hours pay at the straight time rate of pay.

(ii) It is understood that payment of the foregoing witness pay will not be counted as hours worked for the purpose of calculating overtime on a weekly basis.

(iii) It is also agreed that employees must return all fees provided to them by the Court in excess of ten (\$10.00) dollars. Employees who are reimbursed by the Court for incidental expenses such as mileage or parking may keep such reimbursements.

(e) Appearance as a Witness on the Union's Business

Where the Union subpoenas an employee of Safeway **Operations** covered under the terms of Collective Agreements with the United Food and Commercial Workers Canada Union, Local No. 401, the Union will be responsible for any lost wages of the employee concerned.

7.10 Military Leave

An employee who is a member of the Canadian Armed Forces and who is called to active duty will be granted a leave of absence. The **Employer** will pay the cost of any benefits, for the period of the leave, to which they are entitled at the time of their leave.

Article 8 – Health **and** Welfare Plan

8.1 The Employer agrees, during the term of this Collective Agreement, to make available the following benefits to eligible employees regularly working full-time:

- (a) Alberta Health Care, or such other medical plan that will provide similar benefits.
- (b) Group Life Insurance and Weekly Indemnity Benefits - Indemnity payments to be in the amount of seventy (70%) percent of the straight-time weekly wage.
- (c) A supplementary health services plan, which includes prescription coverage of eighty (80%) percent through a drug reimbursement plan.

- (d) A vision care plan to eligible employees which provides reimbursement up to two hundred (\$200.00) dollars per person per twenty-four (24) 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 fourteen (14) and there is a change in the prescribed lens. Reimbursement for an eye exam (to a maximum of sixty (\$60.00) dollars) and for corrective lenses will be up to a combined maximum of two hundred (\$200.00) dollars (with no deductible) in a twenty-four (24) month period.
- (e) Hearing Aids - The Employer will provide a Hearing Aid Plan for employees already receiving the Group Insurance Package and their dependants. The benefit will be three hundred fifty (\$350.00) dollars every four (4) years.

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

8.2 Health and Welfare Benefits: Part-Time Employees

A part-time employee who has worked an average of thirty-two (32) hours per week for three (3) consecutive months subject to Article 8.2 (f) will be eligible for the following coverage:

- (a) Group Life Insurance and Weekly Indemnity Benefits: Life Insurance in the amount of five thousand (\$5,000.00) dollars; Weekly Indemnity payments in the amount of seventy (70%) percent average weekly earnings;

- (b) Alberta Health Care;
- (c) A supplementary health services plan, which includes prescription coverage of eighty (80%) percent through a drug reimbursement plan.
- (d) A vision care plan to eligible employees which provides reimbursement up to two hundred (\$200.00) dollars per person per twenty-four (24) 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 fourteen (14) and there is a change in the prescribed lens. Reimbursement for an eye exam (to a maximum of sixty (\$60.00) dollars) and for corrective lenses will be up to a combined maximum of two hundred (\$200.00) dollars (with no deductible) in a twenty-four (24) month period.

(e) Hearing Aids

The Employer will provide a hearing aid plan for employees already receiving the Group Insurance Package and their dependants. The benefit will be three hundred fifty (\$350.00) dollars every four (4) years.

- (f) 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 ***Employer***.

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 17th, 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 (13) 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 17th, 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.

General Holiday pay shall be included in the calculation of the part-time Benefit Qualifier and maintenance of same.

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.

- (g) The Employer will provide the Union with a letter, setting out benefits for regular part-time employees who are eligible.
- (h) Should a part-time employee obtain full-time employment with another employer while they maintain their employment with Safeway ***Operations***, they shall retain their benefit coverage (if eligible) for thirteen (13) consecutive weeks after which time they will cease to be eligible for benefits if they maintain the full-time employment with another employer.

An employee working full-time with another employer shall not be eligible to receive the ***Employer's*** Health and Welfare benefits.

(i) Part-Time 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:

\$0.15 per hour, effective March 15th, 2009

\$0.25 per hour, effective March 15th, 2015

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 8.10. The Employer shall appoint two (2) trustees and the Union shall appoint two (2) trustees. 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.

Effective March 15th, 2015, the temporary diversion of contributions from the Part-Time Health and Welfare Trust Fund to the UFCW Local 401 Dental Plan shall cease.

8.3 Sick Leave

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

The amount of sick time credit accumulated shall be indicated on the employee's pay stub.

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 (3) 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.

8.4 Workers' Compensation

Full-time employees, qualified for compensation from the Workers' Compensation Board (W.C.B.) shall, in addition to the amount received from the Workers' Compensation Board, 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 (75%) percent thereafter, if the Workers' Compensation Board does not pay seventy-five (75%) percent of the employee's regular contract wage. Such period to be for a maximum of thirteen (13) weeks from the date of the accident.

8.5 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.

An employee who returns to work after absence due to illness or injury must be returned to his or her job without loss of seniority when capable of performing his or her duties.

Upon recuperation from an accident or illness, an employee will give the Employer as much notice as possible of his or her intention to return to work.

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.

The Employer will give the Union ninety (90) days notice of its intention to terminate an employee for absence due to illness or injury. A copy of the notice will be mailed to the employee's last known address.

8.6 Weekly Indemnity

It is understood and agreed between the Employer and the Union that Weekly Indemnity (W.I.) 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 (2) 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.

8.7 Long Term Disability Insurance Plan

The Employer shall bear the cost of a Long Term Disability Plan (L.T.D.) for those employees regularly working full-time.

The benefit period commences on the first (1st) day immediately following the exhaustion of Weekly Indemnity and Employment Insurance benefits.

Benefits are payable to the earliest attainment of age sixty-five (65), death, recovery or attainment of that age at which the employee may retire on an unreduced pension or the equivalent of an unreduced pension through a supplemental payment available from any private pension plan to which the **Employer** contributes.

The total disability income is equal to fifty (50%) percent of base weekly earnings at the date of disability, up to a maximum of one thousand (\$1,000.00) dollars per month. All disabilities occurring July 1st, 1997, or later, the maximum monthly Long Term Disability benefit will be increased to twelve hundred (\$1,200.00) dollars per month. For all disabilities occurring on or after April 1st, 1998, the amount will be increased to fourteen hundred (\$1,400.00) dollars per month. For all disabilities occurring on or after March 16th, 2008, the amount will be increased to eighteen hundred (\$1,800.00) dollars per month. For all disabilities occurring on or after June 10th, 2011, the amount will be increased to two thousand (\$2,000.00) dollars 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 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.

8.8 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 fifty (\$50.00) dollars. The employee shall either ask the doctor to submit an invoice to the **Employer** 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.

8.9 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.

8.10 United Food **and** Commercial Workers' Dental Care Plan

(a) Effective **March 15th, 2015**, it is agreed that all employers party to this Agreement shall make a direct contribution to the Plan of **forty-three (\$0.43)** cents 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 (4) **or five (5)** week basis, accompanied by a statement of the names of the employees and contributions made on their behalf.

Article 9 – Pension

9.1 The Employer agrees to participate in and contribute to the Canadian Commercial Workers' Industry Pension Plan.

- (a) Effective August 29th, 2010 – In accordance with Letter of Understanding #11, the Employer agrees to contribute to the Canadian Commercial Workers Industry Pension Plan one dollar twenty (\$1.20) cents per hour 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, L.T.D. or other similar indemnifications), Jury Duty, and any paid leave of absence required under the terms of the Collective Agreement.

Effective August 5th, 2012 – The Employer agrees to contribute to the Canadian Commercial Workers Industry Pension Plan one dollar twenty-five cents (\$1.25) per hour 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, L.T.D. 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 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) 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 **Employer** 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 one thousand (1,000) hours in the previous year and who was entitled to four (4%) percent vacation pay would be entitled to receive an additional forty (40) hours credit into his/her previous yearly total. The C.C.W.I.P.P. administrator would credit said part-time employee with forty (40) additional hours and receive forty (40X) times the applicable contribution rate from the Employer. Therefore, for the previous year, the employee, in this example, would be credited with a total of one thousand forty (1,040) hours.

- (f) It is agreed that, with respect to employees who were active members of the **Employer** 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 **Employer's** Retirement Plan.

Article 10 – Severance/Demotion to Lower Rate of Pay

10.1 Full-Time Employees: Notice of Demotion

Employees regularly working full-time shall, upon demotion to a lower rate of classification by the **Employer**, be given

one (1) weeks notice in writing or be allowed to retain their rate of pay for one (1) week in lieu thereof.

10.2 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 11 – Seniority

- 11.1 (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.

When more than one (1) employee is promoted to full-time on the same date, the employee's part-time seniority date shall be the governing factor for placement on the schedule, vacation planning and layoff/reduction of hours.

- (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.

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

- (d) 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 (2) 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.

11.2 Seniority and employment shall be terminated when:

- (a) An employee quits or is terminated and not reinstated through Article 16 and 17.
- (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.

11.3 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 **Employer**. All applications must be made on the understanding that the employee may accept a work assignment in any of the Employer's stores within the area covered by the Collective Agreement. Should an employee refuse a full-time position, they will be removed from the list and must re-apply as per the above procedure. It is understood that this article is subject to Articles 16 and 17 of this Agreement.

11.4 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 or maternity and parental leaves up to a maximum of fifty-two (52) weeks), a full-time position will be deemed to exist and will be filled in accordance with Article 11.3 of this Agreement.

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

11.5 Part-Time Employees

Part-time employees shall not be employed or scheduled to the extent that it results in the displacement of, or prevents the hiring of full-time employees.

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.

A part-time employee (unless on an approved leave of absence) who has not worked any hours for six (6) consecutive months shall be deemed to have resigned from the Employer on that date.

11.6 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.

The Employer will provide the Union with a list of all employees that have requested a transfer electronically on a quarterly basis when they provide the seniority report.

- (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 fourteen (14) days 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 11.1.
- (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) 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.
- (l) 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.

11.7 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 (1) 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 **two** hundred (**200**) 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.

An employee transferring from Clerk Cashier to General Clerk will have their rate established as per Article 11.6 (h).

11.8 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 ***Employer***.

If after a reasonable period of training (not exceeding ***two*** hundred (***200***) 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.

11.9 Layoffs/Reduction of Hours (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:

- (a) The employee may choose to work six (6) days at their current rate; or
- (b) 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 **two hundred (200)** hours to demonstrate their competence in the new classification.

An employee who exercises his/her seniority, pursuant to the preceding paragraph, will be restricted to one opportunity to do the job outside his/her 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.

(c) 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 nine (9) 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 **Employer** 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 Article 6, Vacation.

11.10 Part-Time Employees (Layoffs of General Clerks and Clerk Cashiers)

Following the fourth (4th) 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 lay off or exercising their seniority as described below pursuant to Article 12.6.

- (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 fifteen hundred (1,500) hours experience as a Clerk Cashier will receive

the fifteen hundred (1,500) 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 (d) above will be reinstated to their previous career hours and rate of pay.

11.11 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.

11.12 Competitor's Opening

- (a) 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-

March 17th, 1993 employees and Post-March 17th, 1993 employees, on a shared basis, in accordance with the following formula:

- (i)** 50% from Post-March 17th, 1993 employees working scheduled base hours
- (ii)** 50% from Pre-March 17th, 1993 employees working scheduled base hours

Until the Pre-March 17th, 1993 part-time employees are scheduled eighty (80%) percent of their base hours.

(b) The Employer may reduce hours set out in point (a) above 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 week average" weekly sales figure.

(c) 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:

- (i)** 50% to Post-March 17th, 1993 employees
- (ii)** 50% to Pre-March 17th, 1993 employees

Until the Pre-March 17th, 1993 part-time employees are working one hundred (100%) percent of their base hours.

(d) 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.

- (e) 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.

11.13 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 17th, 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 17th, 1993 in the scheduling group will receive preference in the formula scheduling of additional new growth hours on a weekly basis.

11.14 Displaced Employees - Closing of Department

When a full-time employee with one (1) or more years 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 seventy-five hundred one (7,501) hours in that classification. If the employee is successfully retrained within the similar period given a new employee (**200** 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 **Employer**. Any regular, full-time employee with one (1) or more years service, whose service is terminated by the Employer under this provision, shall receive one (1) weeks 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) years seniority and part-time employees. If it is not possible, services of said employees will be terminated.

11.15 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 seventy-five hundred one (7,501) hours in that classification. If the employee is successfully retrained

within the similar period given a new employee under Article 4.7 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 **Employer**. Any regular, full-time employee with one (1) or more years service, whose employment is terminated by the Employer under this provision, shall receive one (1) weeks 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) years 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.

Article 12 – 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:

12.1 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.

“Unrestricted Part-time Employee” means a part-time employee who is available to work all shifts in their department a minimum of three (3) days per week, Monday to Friday, plus Saturday, Sunday and General Holidays. (Employees hired before February 14th, 1987 have the opportunity to restrict themselves from Sundays).

Employees who restrict to a maximum number of hours in a week will be considered restricted employees.

A restricted employee must be available anytime on Sundays ***subject to*** Article 12.8. ***A restricted employee hired after March 12th, 2015 must be available anytime on Sundays and one (1) other shift during the week.***

12.2 Scheduling Groups

- (a) General Clerks, including Produce and Grocery Clerks, Utility Clerks.
- (b) Clerk Cashiers, including File Maintenance*, Customer Service**, and Office Clerks.
- (c) Bakery Sales Clerks.
- (d) Health and Beauty Aid Clerks, Variety Clerks, and Cosmetic Clerks.
- (e) Pharmacy Assistants.
- (f) Pharmacy Technicians.
- (g) Floral Clerks.
- (h) Bakers (including apprentices), Production Assistants, Cake Decorators.
- (i) Courtesy Clerks.
- (j) Coffee Bar Clerks.
- (k) Meat Department (Meat Cutters **and** Meat Clerks) (Lloydminster).
- (l) Fish Department (Lloydminster).
- (m) Deli Department (Lloydminster).

Each of the designated classifications listed in Article 4.1(d) shall constitute an individual scheduling group.

*Relief for the Head File Maintenance classification 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.

12.3 Scheduling

- (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 a

minimum of one (1) more hour than restricted employees).

- (d) Subject to Articles 12.3 (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. ***The intent of this language is to ensure employees are scheduled evening/closing shifts on a fair rotation basis provided it is practical for store operation.*** It is understood that this excludes Courtesy Clerks.

Where there are issues regarding fair rotation ***(including the scheduling of Department***

Managers), the **Employer** and Union agree to meet to discuss a solution.

Full-time employees who have a specific request for time off in the evenings shall inform the Employer in writing of the specific evenings that they are requesting. Full-time employees cannot request more than two (2) evenings per week. Subject to operational needs, requests will not be unreasonably denied.

- (f) There shall be an interval of not less than ten (10) hours between shifts for all employees. An employee who is not allowed ten (10) hour intervals between shifts shall be paid the rate of time and one half (1 1/2 X) for time worked prior to the expiry of the ten (10) hour interval. The hours which an employee works prior to the expiry of the ten (10) hour interval will be included in determining the basic work day for the purpose of calculating overtime. (Example: An employee's shift ends at 10:00 p.m. and they start the next day at 6:00 a.m. working through to 5:00 p.m. with an hour for lunch ten (10) worked. That employee is entitled to pay as follows: the first two (2) hours at time and one half (1 1/2 X), the next six (6) hours at regular time and the last two (2) hours at time and one half (1 1/2 X) because these hours exceed eight (8) in one day).
- (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.

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

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

Subject to the foregoing, where an employee has been scheduled to work more than seven (7) consecutive days and approaches Management to request that the schedule be changed, Management will change the schedule so the employee does not work more than seven (7) consecutive days. It is understood that the employee will make the request a minimum of seventy-two (72) hours prior to the eighth (8th) scheduled work day.

(j) R.T.O.'s (Request for Time Off)

Employees who have a specific request for time off shall inform the Employer in writing of the specific days that they are requesting by Wednesday prior to the schedule being posted.

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

(l) 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.

(m) New Business Stores

The Employer will have the flexibility to schedule pre-March 17th, 1993 and Post-March 17th, 1993 employees provided that Pre-March 17th, 1993 employees are scheduled to work a minimum of twenty-five (25%) percent of the hours in the new store.

(n) New Departments

The Employer will have the flexibility to schedule either Pre-March 17th, 1993 employees, Post-March 17th, 1993 employees or some combination of both in new departments.

(o) 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 Victoria Day falls and finishing the last Saturday in October. These employees will be returned to their previous part-time status no later than the Sunday following the last Saturday in October.

12.4 Restrictions and Availability Forms

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

Any part-time employee can change their availability up to four (4X) 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 Sunday in September (with a two (2) week leeway before and after);

(b) Three (3) other times in the calendar year.

Changes in availability must be submitted two (2) weeks prior to the Sunday of the week of the effective date of the change.

Part-time employees will be required to work according to their most recent declaration of availability. Employees cannot use a floating availability date to limit or further limit their availability between November 15th and the end of the year.

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 12.1. 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 ***on the days required to work as defined in Article 12.1.***

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.

12.5 Posting of Schedules

The Employer shall post the weekly work schedule for all employees not any later than Saturday noon (***12:00 p.m.***) to cover a two (2) 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.

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

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 **Employer'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.

Schedules shall be written in a non-erasable format (i.e.: ink, computer generated or copy toner) and include employees' name, seniority date and total weekly scheduled hours. Any changes made to the original posted schedule are to be written in red ink (white out shall not be used) on the posted schedule by the close of the store on the same day.

12.6 Reduction of Hours

Subject to Articles 12.2 and 12.3, 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 **Employer** 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 12.2 and 12.3, the **Employer** 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.

12.7 Maximum and Minimum Weekly Hours

Unrestricted part-time employees will be scheduled up to twenty-eight (28) hours a week. The Employer may exceed twenty-eight (28) 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-eight (28) 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.

12.8 Sunday Work

Sunday shall be considered the first day of the employee's basic work week 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 (4X) times per year: January 1st, April 1st, July 1st and October 1st.

Employees hired after February 14th, 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.

12.9 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) **Unrestricted part-time employees will** normally be scheduled up to a maximum of twenty-eight (28) hours per week.

Notwithstanding the foregoing, part-time **employees will** be allowed to work a weekly schedule which exceeds twenty-eight (28) hours when they answer call-ins due to the absence of other staff.

Part-time **employees 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-eight (28) hours for that week, then junior employees shall be entitled to call-in shifts on the foregoing basis.

In addition, part-time **employees will** be allowed to work a weekly schedule which exceeds twenty-eight (28) hours **during busy** periods; during a week in which a **General** Holiday occurs; and at times 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-eight (28) 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.
- (f) All employees called-in and who report for work, if required to work less than four (4) hours, shall receive four (4) hours pay at their regular hourly rate.

12.10 Night Stocking

- (a) An employee assigned to night stocking shall have the same starting time each shift for the calendar week except:
 - (i) In stores where night stocking is not in effect five (5) nights per week, there shall be not more than

one (1) midnight shift with other shifts during the week, being either day or afternoon shifts. The midnight shift commences Sunday midnight only.

- (ii) Where there is an issue of a junior part-time employee scheduled more hours on night stocking than a senior part-time employee who has not been scheduled night stocking, and there are no other scheduling options available, the senior part-time employee who has not been assigned to night stocking for the week may be scheduled not more than one (1) midnight shift with other shifts during the week, being day or afternoon shifts.
- (b) 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.
- (c) 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 (1) other designated clerk.
- (d) The Employer will endeavour to schedule night crews on a consecutive day basis whenever possible.
- (e) 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.

- (f) No clerk shall be required to work alone on the premises on the night shift.
- (g) The above shall be subject to emergencies in Article 12.5 or when employees, subject to the approval of Management and the Union, desire a modified shift.

Article 13 – Union's Recognition of Management's Rights

- 13.1** 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 **or discipline** of employees for proper cause, and those matters requiring judgement as to competency of employees, is the sole right and function of the Employer.
- 13.2** 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.
- 13.3** The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.
- 13.4** It is understood that the discharge of employees for any reason whatsoever (including terminations for alleged incompetency), is subject to and may be processed under grievance and arbitration articles of this Agreement.

Article 14 – Union Security

14.1 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:

<u>No. of Members in a Store</u>	<u>No. of Shop Stewards</u>
Up to 75	2
76 to 150	3
151+	4

14.2 Visits to Stores

Duly authorized representatives of the Union after notifying the Store Manager or personnel in charge of operations during his/her absence, shall be entitled to visit the store during hours when the store is open for the purpose of observing working conditions, review the posted hours of work scheduled and time cards, 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. Any alleged discrepancies shall be presented to the **Employer** in accordance with Article 16 of this Agreement.

14.3 Union Leave

Provided the operational needs of the store can be met, the Employer agrees to allow time off work without pay for delegates selected to attend seminars, Union conventions, Union business and to attend negotiations up to six (6) months and any extension mutually agreed upon up to a maximum of a further six (6) months to attend to Union business.

The Union will give the Employer a minimum of two (2) weeks notice. No request will be unreasonably withheld. Where the Union requests information about the denial of a request for leave, the Employer will provide an explanation.

Time spent on Union business by employees, where the Employer is reimbursed by the Union, shall be considered as time worked for all purposes under the Collective Agreement.

14.4 Schedules

Outside working hours and following reasonable notification to the Store Manager or person in charge of the store, a Shop Steward or Union Representative 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.

14.5 Bulletin Boards

Lockable bulletin boards, containing Union business only, will be supplied by the Union and will be placed in an area of the store as mutually agreed ***upon***. 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. ***The Union will be responsible for all maintenance and repair of the bulletin board.***

14.6 Notices

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

14.7 Union Decal

The Employer agrees to display the official Union decal of the United Food and Commercial Workers Canada Union, Local No. 401 in a location where it can be seen by customers.

14.8 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 on a quarterly basis.

14.9 (a) The ***Employer*** will supply a report to the Union containing the following information on a mutually agreed data processing medium following the close of the ***Employer's*** four (4) ***or five (5)*** week accounting period:

- (i) Hours worked
- (ii) Store number
- (iii) Employee number

- (iv) Name in full
- (v) Social Insurance Number
- (vi) Date of birth
- (vii) Termination date
- (viii) Amount of current **bi**-weekly dues
- (ix) Amount of current initiation fees
- (x) Total dues for each employee for the current period
- (xi) Total initiation fees for each employee for the current period
- (xii) Total education and training fund hours

14.10 Education and Training Fund

The Employer agrees to make contributions to the United Food and Commercial Workers Canada Union, Local No. 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 8.10(a).

14.11 New Employee Orientation

Shop Stewards **and/or Union Representatives** will be allowed to introduce themselves to new employees on shift after receiving permission from the Store Manager, or their designate, of which permission will not be unreasonably withheld. Such time will not exceed **thirty (30)** minutes and shall not unduly interfere with the employee's regular duties. **The meeting shall take place in the conference/community/lunch room of the store at which the employees are employed. Employer Officials, Managers and anyone excluded from the bargaining unit shall not be present at this meeting.**

Upon request to the Store Manager, or their designate, a Shop Steward shall receive a list of all new employees in all departments covered by the Collective Agreement.

- 14.12 If the employee requests, the Employer agrees to provide employees with a copy of any policy and/or procedure, corporate or store level, document that the employee is required to sign as soon as possible.

Article 15 – Discipline

- 15.1 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. In the absence of a Local 401 Retail Union Steward, the Employer shall use a Local 401 Meat Union Steward (Southern Alberta Only).

15.2 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.

15.3 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.

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

Article 16 – 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. Time limits may be extended by mutual agreement with written confirmation.
- (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 or Union Representative and employee's immediate superior and/or Store Manager. If a satisfactory settlement cannot be reached then:

2nd Step: The Union Representative(s) may submit a written grievance and take up the matter with the **Employer's** official designated by the Employer to handle labour relations.

If a satisfactory settlement can not be reached, the matter may then be referred to arbitration. A referral to arbitration will not be made until both parties have had a grievance meeting or conference call on the matter. A grievance meeting will be held within thirty (30) days of the request of either party.

Article 17 – **Arbitration**

17.1 All grievances that cannot be settled by the Representative of the Employer and the Union in accordance with Article 16 may be submitted to **a** single arbitrator as set out **below**.

17.2 **The** single arbitrator shall be mutually agreed upon by the Union and the Employer. In the event that a single

arbitrator cannot be mutually agreed upon, then application for appointment of an arbitrator shall be made to the Director of Mediation Services for the Province of Alberta.

- 17.3** *The arbitrator* shall not be vested with the power to change, alter, or modify any of the terms of this Agreement.
- 17.4** No person shall serve as *an* arbitrator *if he/she* is involved or directly interested in the grievance.
- 17.5** The decisions of *the arbitrator shall* be binding and enforceable to all parties.
- 17.6** It is agreed that the expenses of *the arbitrator* shall be borne equally by both the Union and the Employer.

Article 18 – Miscellaneous

18.1 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 and Commercial Workers Canada Union, Local No. 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 *and* Johnson Nut)

- (d) Demonstrators
- (e) Special personnel assisting prior to new store opening and one (1) 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 Labour 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 (\$200.00) dollars. Such fine will be paid by

the Employer to the United Food and Commercial Workers Canada Union, Local No. 401,

(i) 50% to Dental Care Plan

(ii) 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 product 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 de-listed) Sales Representatives will be allowed to face the sections affected.

(ii) New Safeway **Operations** 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 Operations Reline Crew)

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

In relines involving fifty (50%) percent 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

18.2 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.

18.3 Discrimination/Intimidation

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 Labour 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 **Employer** and the Union endorse the principles contained in the Alberta Human Rights Act.

18.4 Wearing Apparel

- (a) For employees in Bakery Production and Meat Cutters in Lloydminster, 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.

In other departments where the Employer requires an employee to wear smocks or aprons, the Employer shall provide and repair such smocks and aprons free of cost to the employee.

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 **Employer** 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 and Meats (Lloydminster) who require them.

(b) The Employer will provide uniform shirts at the time of hire on the following basis:

(i) Two (2) shirts to full-time **and part-time** employees.

In addition, the Employer will provide one (1) replacement shirt after a year of employment and each subsequent year upon request by the employee.

Employees are required to maintain their shirt(s) in a clean and presentable condition. Any additional shirts required by the employee can be purchased from the Employer.

New employees who terminate their employment or are terminated by the Employer prior to the completion of the probationary period, may have the cost of the shirt(s) deducted from their final pay cheque unless they return the shirt(s) to the Employer.

18.5 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.

18.6 Polygraph Tests

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

18.7 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 16, Grievance Procedure, and Article 17, Arbitration.

18.8 Sexual Harassment

The Union and the **Employer** agree that the stores covered by this Collective Agreement should be free of sexual harassment, and the **Employer** 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.

18.9 Transportation

When an employee is transferred to another store during their work shift, they shall be paid for all time spent enroute from one store to the other and will be paid bus fare. In cases where an employee uses their own vehicle, the following shall apply:

The employee is transferred to another store during their work shift, they shall be paid the mileage rate that conforms to Employer policy which presently amounts **to forty-five**

(\$0.45) cents per kilometre. It is also understood that this amount may be changed from time to time according **to Employer policy.**

18.10 Joint Labour Management Committee

The Employer and the Union agree to establish a Joint Labour Management Committee (J.L.M.) to meet regularly, but not less than four (4X) 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 (1) 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.

18.11 Safety

It shall be the duty and responsibility of both the Employer and the employee to co-operate and insure that tools,

equipment and utilities used by the employees are maintained in a good and safe condition.

18.12 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.

18.13 Joint Work Site Health and Safety Committee

(a) 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 **equal or** more employee representatives than Employer representatives. ***The chairing of meetings will be***

rotated among the co-chairs (one (1) from the Employer representatives and one (1) from the employee representatives) on an alternate basis and the minutes shall be posted in the store.

Meetings shall be scheduled monthly at the beginning of each year and the Employer and the Union will endeavour to have the meetings as scheduled or within one (1) week of the scheduled meeting.

(b) 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 (a) above, an election will be held. Should fewer employees than are permitted by the maximum in (a) above wish to participate then those employees who have let their names stand for election will be the designated employee representatives.

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

(d) 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 12.9 for those employees who decide to attend a Safety Committee meeting on a voluntary basis.

18.14 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.

18.15 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.

18.16 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.

18.17 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.

18.18 Water

Cashiers may elect to bring a bottle of water to their work station while working provided that:

- (a) The bottle is a "Safeway" brand **or in an unbranded refillable container.**
- (b) The size is **no larger than one (1L) litre.**
- (c) The bottle is stored under a counter or till.
- (d) The cashier exercises common courtesy with customers while consuming water.

18.19 Food Safety

Employees can speak freely with both Management and the Union regarding food safety issues and are expected to bring any potential food safety issue forward to Management.

Article 19 – Job Descriptions

19.1 (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 and 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.
16. Nut Hut duties.

Sanitation

17. Sanitation Program – up keep.
18. Washing and cleaning – floors (maintenance) shelves wash and dust, light fixtures, windows, clean parking lot.

19. Garbage and cardboard – look after refuse, bailing cardboard.
20. Minor repairs – hanging signs.

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

(b) Clerk-Cashiers

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 **pop coolers**, chocolate bars, chewing gum and candy in the check stand 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.
8. Operating the till in self serve Tim Hortons for relief of rest and meal periods.
9. ***Operate the till and wrap flowers for the Floral Department during seasonable periods***

as defined as Christmas, Mother's Day, Valentine's Day, Easter, Thanksgiving.

Any Clerk-Cashier who is instructed by Management or person in charge to perform duties other than those listed above, for fifteen (15) minutes or more in a shift, shall be paid the top rate of the Pre-2003 General Clerk classification for the complete shift.

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 ***Employer*** the abilities required in the performance of office work and must meet fair and reasonable standards as set by the ***Employer*** for this work.

If after a reasonable period of training (not exceeding **200** 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.

Any Bakery Sales Clerk who is instructed by Management or person in charge to perform duties other than those listed above for fifteen (15) minutes or more in a shift shall be paid the top rate of the Pre-2003 General Clerk classification for the complete shift.

(d) Job Description – Health **and** 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 **and** 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 is instructed by Management or person in charge to perform duties other than those listed above for fifteen (15) minutes or more in a shift shall be paid the top rate of the Pre-2003 General Clerk classification for the complete shift.

(e) Pharmacy Assistant

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 Assistant, but are not restricted to the same.

Any Pharmacy Assistant who is instructed by Management or person in charge to perform duties other than those listed above for fifteen (15) minutes or more in a shift shall be paid the top rate of the Pre-2003 General Clerk classification for the complete shift.

(f) Floral Clerk

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 up keep 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 is instructed by Management or person in charge to perform duties other than those listed above for fifteen (15) minutes or more in a shift shall be paid the top rate of the Pre-2003 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 check stand area.
4. Take-out service to customers.
5. Bagging supplies.
6. Entrance way clean up and sidewalk adjacent to store.
- 7. *Empty beverage container collection.***
8. Sweeping sales floor.
9. Merchandise returns.
10. Emergency clean up.
11. Price checks.
- 12. *Parking lot clean up, including shovelling cart corrals.***

13. *Cleaning customer tables located outside of the store.*

Any Courtesy Clerk who is instructed by Management or person in charge to perform duties other than those listed above for fifteen (15) minutes or more in a shift shall be paid the top rate of the Pre-2003 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.

(h) Coffee Bar Clerk

- (i) Knowledge of coffee and tea products.
- (ii) Operate cash register.
- (iii) Prepare and serve products.
- (iv) Display, merchandise and price products for sale.
- (v) Cleaning and general up keep of department.
- (vi) Temperature recording.
- (vii) Order, storage, rotation, stocking and receiving of merchandise.
- (viii) ***Cleaning customer tables located inside and outside of the store.***

It is understood that the forgoing represents the main functions of a Coffee Bar Clerk, but are not restricted to same.

Any Coffee Bar Clerk who is instructed by Management or person in charge to perform duties other than those listed above for fifteen (15) minutes or more in a shift shall be paid the top rate of the Pre-2003 General Clerk classification for their complete shift.

In the case of Tim Hortons, where the baking equipment is located in the Coffee Kiosk, the Coffee Bar Clerk shall operate this equipment.

Article 20 – Expiration and Renewal

20.1 This Agreement shall be effective from **March 23rd, 2014** and shall remain in force until **March 18th, 2017** and thereafter from year to year; but either party may, not more than one hundred 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.

20.1 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:

- (a) The Union serves notice of strike in accordance with the Alberta Labour Relations Code.
- (b) The Employer serves notice of lockout in accordance with the Alberta Labour Relations Code.
- (c) 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.

Signed this _____ day of _____, **2015.**

For the Employer:

For the Union:

Employer Committee:

Union Committee:

Sean Naldrett
Morgyn Ahrens

Denyse Anderson
 Tom Cantley

Bill Campbell
Phil Hanevich
Don Richter
Ryan Shannon

Richard Carrier
Jacquie Champagne
Blaine Desrochers
Deborah Draper
Petra Garbe
Dorothy Gonci
Cindy Lou Hamabata
Judy Hinzman
Annie Klein
Carol Amelia Kupchik
Mei Ling Lam
Lisa Lemke
Melvin McLellan
Barbara Miller
Stacey Porter
Garry Pucci
Barbara Roy
Troy Smidtas
Elizabeth Visser
Sydonne Wright
Janet Zachary
Doug O'Halloran
Theresa McLaren
Joe Attwood
Al Olinek

This Agreement was ratified on **March 12th, 2015.**

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.

Prior to the implementation of any additional premium or other incentives, the **Employer** shall advise the Union. Upon request of the Union, the **Employer** shall meet with the Union to discuss the additional premiums or other incentives prior to the implementation.

2. Retroactive Pay

The **Employer** agrees to pay a lump sum payment to all employees on the payroll of the **Employer** on the date of ratification (**March 12th, 2015**) as follows:

1. **Active employees who were on the payroll of the Employer at top rate or over-scale as of March 12th, 2015** will receive eighty (\$0.80) cents per hour on all hours paid for the period of time from the expiry of the old Agreement until the Saturday prior to the implementation of the new wage scales.
2. **Active Employees who were on the payroll of the Employer at the start rate or in the progression at**

the date of ratification (March 12th, 2015) will receive ***forty (\$0.40)*** cents on all hours paid for the period of time from the expiry of the old Agreement until the Saturday prior to the implementation of the new wage scales.

3. The words “on the payroll of the ***Employer***” shall include all employees who are currently on vacation, authorized leave of absence, sick leave, injury leave, Short Term Disability, Long Term Disability, Workers’ Compensation, maternity leave or parental leave.

3. Wage Increases

Current Top Rated or Over-Scale Employees Hired Prior to Ratification (March 12th, 2015)

Active employees who were on the payroll at the top rate or over-scale as of the date of ratification (March 12th, 2015) shall receive the following increases:

- | | |
|---|---|
| Effective <i>March 15th, 2015</i> - | <i>\$0.80 increase with \$0.40 added to the top rate</i> |
| Effective <i>March 20th, 2016</i> - | <i>\$0.80 increase with \$0.40 added to the top rate</i> |

Current Employees at the Start Rate or in the Progression Hired Prior to Ratification (March 12th, 2015)

Active employees who were on the payroll at the start rate or in the progression as of the date of ratification (March 12th, 2015) shall receive the following increases:

Effective **March 15th, 2015** - ***\$0.40 increase unless their corresponding wage rate in the new wage scale is greater***

Effective **March 20th, 2016** - ***\$0.40 increase unless their corresponding wage rate in the new wage scale is greater***

Off Scale

Any employee who is placed at an off scale rate as a result of any wage increase referred to above will remain at that off scale rate until his/her service and experience qualify him/her for the next higher rate in the wage scale.

4. Wage Rates for All Employees

Appendix “A” – Wage Scales

Sales/Service Clerks*				
Pre-February 26 th , 2008	Post February 26 th , 2008	Current	March 15th, 2015	March 20th, 2016
3000	0	\$11.15	\$11.65	\$11.65
3500	500	\$11.62	\$11.85	\$11.85
4000	1000	\$12.08	\$12.08	\$12.08
4500	1500	\$12.55	\$12.55	\$12.55
5000	2000	\$13.02	\$13.02	\$13.02
5500	2500	\$13.48	\$13.48	\$13.48
6000	3000	\$13.95	\$13.95	\$13.95
6500	3500	\$14.42	\$14.42	\$14.42
7000	4000	\$14.88	\$14.88	\$14.88
7500	4500	\$21.70	\$22.10	\$22.50
	Overscale	\$21.70	\$22.50	\$23.30

* To include the following jobs: General Clerk, Customer Service, Clerk Cashier, Bakery Sales, Office Clerk, Health and Beauty Aid Clerk, Variety Clerk, Floral Clerk, Utility Clerk, all employees in Hinton and Lloydminster (except Bakers **and** Meat Department employees) or a Courtesy Clerk promoted out of the Courtesy Clerk classification after June 21st, 2003.

Pre-June 21 st , 2003 Employees General Clerk/Customer Service				
Hours		Current	<i>March 15th, 2015</i>	<i>March 20th, 2016</i>
	10000+	\$23.29	\$23.69	\$24.09
	Overscale	\$23.29	\$24.09	\$24.89

Pre-June 21 st , 2003 Employees Clerk Cashier/Bakery Sales				
Hours		Current	<i>March 15th, 2015</i>	<i>March 20th, 2016</i>
7001	7500	\$14.38	\$14.38	\$14.38
7501	8000	\$16.10	\$16.10	\$16.10
8001	8500	\$16.43	\$16.43	\$16.43
8501	9000	\$16.76	\$16.76	\$16.76
9001	9500	\$17.09	\$17.09	\$17.09
9501	10000	\$17.42	\$17.42	\$17.42
	10000+	\$22.47	\$22.87	\$23.27
	Overscale	\$22.47	\$23.27	\$24.07

Pre-June 21 st , 2003 Utility Clerks				
Hours		Current	<i>March 15th, 2015</i>	<i>March 20th, 2016</i>
	10000+	\$22.55	\$22.95	\$23.35
	Overscale	\$22.55	\$23.35	\$24.15

Pharmacy Assistant - Pre-February 26 th , 2008			
Hours	Current	<i>March 15th, 2015</i>	<i>March 20th, 2016</i>
10000+	\$22.40	\$22.80	\$23.20
Overscale	\$22.40	\$23.20	\$24.00

Pharmacy Assistant - Post-February 26th, 2008

Hours	Current	March 15th, 2015	March 20th, 2016
0	\$14.20	\$14.20	\$14.20
500	\$14.60	\$14.60	\$14.60
1000	\$15.00	\$15.00	\$15.00
1500	\$15.40	\$15.40	\$15.40
2000	\$15.85	\$15.85	\$15.85
2500	\$16.30	\$16.30	\$16.30
3000	\$16.75	\$16.75	\$16.75
3500	\$17.20	\$17.20	\$17.20
4000	\$17.65	\$17.65	\$17.65
4500	\$18.10	\$18.10	\$18.10
5000	\$18.55	\$18.55	\$18.55
5500	\$19.05	\$19.05	\$19.05
6000+	\$22.40	\$22.80	\$23.20
Overscale	\$22.40	\$23.20	\$24.00

Courtesy Clerks - Pre-February 26th, 2008

Hours	Current	March 15th, 2015	March 20th, 2016
4000	\$10.60	\$10.60	\$10.60
4500	\$10.80	\$10.80	\$10.80
5000	\$11.70	\$11.70	\$11.70
5500	\$11.95	\$11.95	\$11.95
6000	\$12.20	\$12.20	\$12.20
6500	\$12.40	\$12.40	\$12.40
7000 +	\$14.10	\$14.50	\$14.90
Overscale	\$14.10	\$14.90	\$15.70

Courtesy Clerks - Post-February 26th, 2008				
<i>Pre March 12th, 2015</i>	<i>Post March 12th, 2015</i>	Current	<i>March 15th, 2015</i>	<i>March 20th, 2016</i>
0		\$10.20	\$10.20	\$10.20
160		\$10.35	\$10.35	\$10.35
320		\$10.50	\$10.50	\$10.50
500		\$10.65	\$10.65	\$10.65
1000		\$10.80	\$10.80	\$10.80
1500		\$10.95	\$10.95	\$10.95
2000	<i>0 - 500</i>	\$11.20	\$11.65	\$11.65
2500	<i>501 - 1000</i>	\$11.45	\$11.85	\$11.85
3000	<i>1001 - 1500</i>	\$11.70	\$12.05	\$12.05
3500	<i>1501 - 2000</i>	\$11.95	\$12.20	\$12.20
4000	<i>2001 - 2500</i>	\$12.20	\$12.50	\$12.50
4500	<i>2501 - 3000</i>	\$12.40	\$12.70	\$12.70
5000+	<i>3001+</i>	\$14.10	<i>\$14.50</i>	<i>\$14.90</i>
	<i>Overscale</i>	<i>\$14.10</i>	<i>\$14.90</i>	<i>\$15.70</i>

Coffee Bar Server - Pre-February 26th, 2008			
Hours	Current	<i>March 15th, 2015</i>	<i>March 20th, 2016</i>
7500+	\$14.10	<i>\$14.50</i>	<i>\$14.90</i>
<i>Overscale</i>	\$14.10	<i>\$14.90</i>	<i>\$15.70</i>

Coffee Bar Server - Post-February 26th, 2008

<i>Pre March 12th, 2015</i>	<i>Post March 12th, 2015</i>	<i>Current</i>	<i>March 15th, 2015</i>	<i>March 20th, 2016</i>
0		\$10.20	\$10.20	\$10.20
160		\$10.35	\$10.35	\$10.35
320		\$10.50	\$10.50	\$10.50
500		\$10.65	\$10.65	\$10.65
1000		\$10.80	\$10.80	\$10.80
1500		\$10.95	\$10.95	\$10.95
2000		\$11.20	\$11.20	\$11.20
2500	0 - 500	\$11.45	\$11.65	\$11.65
3000	501 – 1000	\$11.70	\$11.85	\$11.85
3500	1001 – 1500	\$11.95	\$12.05	\$12.05
4000	1501 – 2000	\$12.20	\$12.20	\$12.20
4500	2001 – 2500	\$12.40	\$12.40	\$12.40
5000+	2501+	\$14.10	\$14.50	\$14.90
	Overscale	\$14.10	\$14.90	\$15.70

Non-Ticketed Bakers - Post-June 21st, 2003 Employees

<i>Pre-February 26th, 2008</i>	<i>Post February 26th, 2008</i>	<i>Current</i>	<i>March 15th, 2015</i>	<i>March 20th, 2016</i>
7500+	4500+	\$23.46	\$23.86	\$24.26
	Overscale	\$23.46	\$24.26	\$25.06

Non-Ticketed Bakers - Post <i>June 10th, 2011</i>			
	Current	<i>March 15th, 2015</i>	<i>March 20th, 2016</i>
0	\$12.85	\$12.85	\$12.85
1500	\$13.85	\$13.85	\$13.85
3000	\$14.85	\$14.85	\$14.85
4500	\$15.85	\$15.85	\$15.85
6000	\$16.85	\$16.85	\$16.85
7500	\$21.06	\$21.46	\$21.86
Overscale	\$21.06	\$21.86	\$22.66

Current non-ticketed Bakers would be eligible for any negotiated wage increases and be taken off scale until their hours allow them to go back on scale. Those at top rate would remain off scale.

Journeyman Bakers	Current	<i>March 15th, 2015</i>	<i>March 20th, 2016</i>
Post June 21 st , 2003	\$23.71	\$24.11	\$24.51
Overscale	\$23.71	\$24.51	\$25.31

Bakery Apprentice		Current	<i>March 15th, 2015</i>	<i>March 20th, 2016</i>
First Year	65% Journeyman	\$15.41	\$15.67	\$15.93
Second Year	75% Journeyman	\$17.78	\$18.08	\$18.38
Third Year	85% Journeyman	\$20.15	\$20.49	\$20.83
Fourth Year	100% Journeyman	\$23.71	\$24.11	\$24.51

Cake Decorators – Pre-June 21 st , 2003 Employees				
Hours		Current	March 15th, 2015	March 20th, 2016
	10000+	\$22.49	\$22.89	\$23.29
	Overscale	\$22.49	\$23.29	\$24.09

Cake Decorators – Post June 21 st , 2003 Employees				
Pre February 26 th , 2008	Post February 26 th , 2008	Current	March 15th, 2015	March 20th, 2016
3000	0	\$11.15	\$11.65	\$11.65
3500	500	\$11.62	\$11.75	\$11.75
4000	1000	\$12.08	\$12.08	\$12.08
4500	1500	\$12.55	\$12.55	\$12.55
5000	2000	\$13.02	\$13.02	\$13.02
5500	2500	\$13.48	\$13.48	\$13.48
6000	3000	\$13.95	\$13.95	\$13.95
6500	3500	\$14.42	\$14.42	\$14.42
7000	4000	\$14.88	\$14.88	\$14.88
7500+	4500	\$21.70	\$22.10	\$22.50
	Overscale	\$21.70	\$22.50	\$23.30

Bakery Production Assistants - Pre-February 26 th , 2008			
Hours	Current	March 15th, 2015	March 20th, 2016
10000+	\$16.70	\$17.10	\$17.50
Overscale	\$16.70	\$17.50	\$18.30

Bakery Production Assistants				
<i>Post February 26th, 2008</i>	<i>Post March 12th, 2015</i>	Current	<i>March 15th, 2015</i>	<i>March 20th, 2016</i>
0		\$10.35	\$10.35	\$10.35
160		\$10.55	\$10.55	\$10.55
320		\$10.75	\$10.75	\$10.75
500		\$10.95	\$10.95	\$10.95
1000		\$11.05	\$11.05	\$11.05
1500	0-500	\$11.25	\$11.65	\$11.65
2000	501-1000	\$11.50	\$11.75	\$11.75
2500	1001-1500	\$11.75	\$11.85	\$11.85
3000	1501-2000	\$12.00	\$12.00	\$12.00
3500	2001-2500	\$12.25	\$12.25	\$12.25
4000+	2501+	\$14.00	\$14.40	\$14.80
	Overscale	\$14.00	\$14.80	\$15.60

Pre-June 21st, 2003 Rates and Scales
for Employees in Fort McMurray

Fort McMurray General Clerk/Customer Service – Pre-June 21 st , 2003				
Hours		Current	<i>March 15th, 2015</i>	<i>March 20th, 2016</i>
	10000+	\$23.38	\$23.78	\$24.18
	Overscale	\$23.38	\$24.18	\$24.98

Fort McMurray Head Cashier – Pre-June 21 st , 2003			
	Current	March 15th, 2015	March 20th, 2016
	\$24.38	\$24.78	\$25.18
Overscale	\$24.38	\$25.18	\$25.98

Fort McMurray Clerk Cashier/Bakery Sales – Pre-June 21 st , 2003				
Hours		Current	March 15th, 2015	March 20th, 2016
	10000+	\$22.55	\$22.95	\$23.35
	Overscale	\$22.55	\$23.35	\$24.15

Fort McMurray Cake Decorators – Pre-June 21 st , 2003				
Hours		Current	March 15th, 2015	March 20th, 2016
	10000+	\$22.58	\$22.98	\$23.38
	Overscale	\$22.58	\$23.38	\$24.18

Fort McMurray Journeyman Bakers – Pre-June 21 st , 2003				
Hours		Current	March 15th, 2015	March 20th, 2016
	10000+	\$23.80	\$24.20	\$24.60
	Overscale	\$23.80	\$24.60	\$25.40

Lloydminster Meat Employees

Meat Cutters				
Pre February 26 th , 2008	Post February 26 th , 2008	Current	<i>March 15th, 2015</i>	<i>March 20th, 2016</i>
5000	0	\$15.00	\$15.00	\$15.00
5500	500	\$15.35	\$15.35	\$15.35
6000	1000	\$15.85	\$15.85	\$15.85
6500	1500	\$16.35	\$16.35	\$16.35
7000	2000	\$16.85	\$16.85	\$16.85
7500+	2500+	\$23.70	<i>\$24.10</i>	<i>\$24.50</i>
	<i>Overscale</i>	<i>\$23.70</i>	<i>\$24.50</i>	<i>\$25.30</i>

Meat Clerks				
Hours – Pre- February 26 th , 2008	Hours-Post February 26 th , 2008	Current	<i>March 15th, 2015</i>	<i>March 20th, 2016</i>
3000	0	\$11.15	<i>\$11.65</i>	<i>\$11.65</i>
3500	500	\$11.62	<i>\$11.85</i>	<i>\$11.85</i>
4000	1000	\$12.08	\$12.08	\$12.08
4500	1500	\$12.55	\$12.55	\$12.55
5000	2000	\$13.02	\$13.02	\$13.02
5500	2500	\$13.48	\$13.48	\$13.48
6000	3000	\$13.95	\$13.95	\$13.95
6500	3500	\$14.42	\$14.42	\$14.42
7000	4000	\$14.88	\$14.88	\$14.88
7500 +	4500 +	\$21.70	<i>\$22.10</i>	<i>\$22.50</i>
	<i>Overscale</i>	<i>\$21.70</i>	<i>\$22.50</i>	<i>\$23.30</i>

Includes Meat Clerks, Fish Clerks, Deli Clerks and Chinese Kitchen Cooks.

	Current	March 15th, 2015	March 20th, 2016
1st Assistant Manager	\$28.25	\$29.05	\$29.85
2nd Assistant Manager	\$27.25	\$28.05	\$28.85
Produce Manager	\$25.72	\$26.52	\$27.32
Coffee Bar Operator	\$17.90	\$18.70	\$19.50
Bakery Manager	\$25.72	\$26.52	\$27.32
Meat Manager	\$27.32	\$28.12	\$28.92
Deli Manager	\$25.72	\$26.52	\$27.32
Fish Dept Manager	\$23.80	\$24.60	\$25.40
Chinese Kitchen Manager	\$23.80	\$24.60	\$25.40
Management Trainee (<i>Pre-June 21st, 2003</i>)	\$23.29	\$24.09	\$24.89
Assistant Produce Manager (<i>Pre-June 21st, 2003</i>)	\$23.79	\$24.59	\$25.39
Assistant Bakery Manager (Journeyman)	\$24.21	\$25.01	\$25.81
Assistant Bakery Manager (Non-Journeyman)	\$23.96	\$24.76	\$25.56
Assistant Meat Manager	\$26.60	\$27.40	\$28.20
Assistant Deli Manager	\$22.70	\$23.50	\$24.30
Head Cashier (<i>Pre-June 21st, 2003</i>)	\$24.29	\$25.09	\$25.89
Head File Maintenance (<i>Pre-June 21st, 2003</i>)	\$23.29	\$24.09	\$24.89
Floral Operator	\$23.20	\$24.00	\$24.80
Variety Operator	\$23.45	\$24.25	\$25.05
Non-Retail Pharmacy Assistant Supervisor	\$23.65	\$24.45	\$25.25
Non-Retail Pharmacy Technician Supervisor	\$29.25	\$30.05	\$30.85

Post Ratification June 21 st , 2003			
	Current	March 15th, 2015	March 20th, 2016
Management Trainee	\$21.70	\$22.50	\$23.30
Assistant Produce Manager	\$22.20	\$23.00	\$23.80
Head Cashier	\$22.70	\$23.50	\$24.30
Head File Maintenance	\$21.70	\$22.50	\$23.30

Registered Pharmacy Technician			
	Current	March 15th, 2015	March 20th, 2016
0 - 500	\$23.20	\$23.20	\$23.20
501 - 1000	\$23.40	\$23.40	\$23.40
1001 - 1500	\$23.60	\$23.60	\$23.60
1501 - 2000	\$23.80	\$23.80	\$23.80
2001 - 2500	\$24.00	\$24.00	\$24.00
2501 - 3000	\$24.20	\$24.20	\$24.20
3001 - 3500	\$24.65	\$24.65	\$24.65
3501 - 4000	\$25.10	\$25.10	\$25.10
4001 - 4500	\$25.55	\$25.55	\$25.55
4501 - 5000	\$26.00	\$26.00	\$26.00
5001+	\$28.00	\$28.00	\$28.80
Overscale	\$28.00	\$28.80	\$29.60

For employees hired or rehired after the date of ratification (March 12th, 2015) as Sales/Service Clerks*, the following wage scale shall be the minimum rates of pay for the duration of the Collective Agreement.

Hours	
0-499	\$11.65
500-999	\$12.00
1000-1499	\$12.35
1500-1999	\$12.70
2000-2499	\$13.05
2500-2999	\$13.40
3000-3499	\$13.75
3500-3999	\$14.10
4000-4499	\$14.45
4500-4999	\$14.80
5000-5499	\$15.15
5500-5999	\$15.50
6000-6499	\$15.85
6500-6999	\$16.20
7000-7499	\$16.55
7500-7999	\$16.90
8000-8499	\$17.25
8500-8999	\$17.60
9000-9499	\$17.95
9500-9999	\$18.30
10000+	\$20.90

*** To include the following jobs: General Clerk, Customer Service, Clerk Cashier, Bakery Sales, Office Clerk, Health and Beauty Aid Clerk, Variety Clerk, Floral Clerk, Utility Clerk, all employees in Hinton and Lloydminster (except Bakers and Meat Cutters) or a Courtesy Clerk promoted out of the Courtesy Clerk classification after June 21st, 2003.**

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. 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 **Employer** premises, except in cases of emergency.

- (c) The present practice of the five (5) minute change time at the end of shift shall be continued.
- (d) All hours worked by a Bakery Production employee between 10:00 p.m. and 7:00 a.m. shall be considered as shift work and paid for at the applicable straight time or overtime rate plus two (\$2.00) dollars per hour shift premium for each full hour worked during this period.

In addition to the foregoing, any Bakery Production employee whose shift commences after 10:00 p.m. or on or before 5:00 a.m. shall be paid the shift premium for each full hour worked until 8:00 a.m. The foregoing premium will apply to all bakery employees in shipping stores.

3. Full-Time Position Filling

Notwithstanding the seniority provisions outlined in Article 11 of the Collective Agreement, Journeyman and third (3rd) year Apprentice Bakers will be given first consideration for full-time positions.

If a third (3rd) year Apprentice receives full-time by this article and does not complete the Journeyman certificate within the guidelines of the Apprenticeship Board, they shall be reduced to part-time and placed on the appropriate non-ticketed pay scale.

4. Scheduling of Journeyman/Apprentices and Non-Ticketed Bakers

Journeyman and third (3rd) year Apprentice Bakers will be scheduled prior to post ratification non-ticketed bakers (current non-ticketed Bakers are not affected).

5. Apprentice Bakers

The **Employer** agrees to work with Apprentice Bakers to provide exposure to a variety of tasks to aid them in the successful completion of their apprenticeship.

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

An apprentice who has made application to attend school shall notify the **Employer** at least sixty (60) days prior to the session. The **Employer** shall make it possible for apprentices to attend school in each twelve (12) month period of their apprenticeship. If the **Employer** is unable to allow an apprentice to attend a particular session due to operational requirements, the **Employer** will allow the apprentice to attend the next available session provided the apprentice has applied and given sixty (60) days notice to the **Employer**.

6. Bakery Production Assistant Clerks

Bakery Production Assistant Clerks shall only be scheduled to work when a Bakery Manager, Assistant Bakery Manager, Journeyman Baker, 3rd year Apprentice or top rate non-ticketed baker are working unless the Production Assistant Clerk is only performing clean-up duties or duties

in the Bakery Department associated with the Tim Horton's operation.

7. Movement between the Apprentice and Baker Classification

A pre-ratification (June 10th, 2011) employee who is currently an Apprentice who wishes to discontinue with the Apprenticeship program will be moved to the non-ticketed Baker scale. They will retain their current rate of pay as an Apprentice and be placed off scale for 1500 hours. After completion of the 1500 hours, they will move to the next highest rate on the scale.

An employee, who is from another classification and begins the Apprenticeship program, will be placed at the first (1st) year Apprentice rate once they register for the program. It is understood that this could mean a reduction in their rate of pay.

8. Description of Duties (Bakery Classifications)

The duties of Cake Decorator and Bakery Production Assistant Clerks are generally accepted as follows:

(a) 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.

(b) Bakery Production Assistant Clerk

- Fry/Ice/Rack Donuts
- Clean up (including donut fryer)
- Preparing of pans such as cleaning, greasing and icing
- Pan fresh and frozen sweet goods for the next day's production
- Handling racks and trays
- Put away orders (excluding check off of invoices)
- Unload French bread from the oven for late afternoon fresh program
- Unwrap cakes, sweet goods and all dessert items
- Pan, proof, bake, decorate all products for Tim Horton's (***where the equipment is in Bakery***)
- Operate the Tim Hortons' equipment only, ***where the equipment is in the Bakery*** (not the normal commercial bakery equipment except where specified above)
- Preparing and panning frozen dough items for bake off
- Make garlic bread and cheese bread.

Any Bakery Production Assistant Clerk who is instructed by Management or the person in charge to perform duties other than those listed above for fifteen (15) minutes or more in a shift, shall be paid the top rate of the Pre-2003 General Clerk classification for the complete shift.

9. Apparel

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 agrees to continue the present practice in respect to supplying whites.

The Employer will supply hairnets to employees who are required to wear such items.

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

10. 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.

Appendix "C"

Lloydminster Meats

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

1. The Employer recognizes the Union as bargaining agent for all employees in the Meat, Fish and Delicatessen Departments in the retail stores of the Employer located in the City of Lloydminster who are engaged in the receiving, cutting, grinding, preparing, processing, sealing, wrapping, bagging, pricing, fabricating, cubing, tenderizing and serving all meat, fish and poultry products whether fresh, frozen, chilled, cooked, cured, smoked or packaged.
2. There shall be a member of the bargaining unit on duty at all times custom meats are for sale in the Meat and Delicatessen Departments, except during rest and meal periods when staff is not available. In the event this provision is violated then all time during which meats are for sale and a member of the bargaining unit is not in attendance, will be computed at the Journeyman rate of pay and distributed equally amongst the members of the bargaining unit in the store in which the violation occurs. This penalty will not apply in the event that an employee is scheduled to work and fails to report and a replacement is not available, or if through illness or accident an employee on duty is unable to finish their scheduled shift.
3. Additional Compensation
 - (a) Notwithstanding Article 11.4 of the Collective Agreement, the **Employer** may designate the individuals who occupy the following classifications:

- Meat Manager
- Assistant Meat Manager
- Deli Manager
- Assistant Deli Manager
- Fish Department Manager
- Chinese Kitchen Manager

Each store will have only one of each of these classifications.

The foregoing positions are full-time jobs with the exception of the Chinese Kitchen Manager, which may be part-time.

Employees who are demoted or who voluntarily step down from these classifications will be placed in the classification that they were promoted from at the rate corresponding to their career hours.

- (b) New employees hired into the Meat Cutter classification will be classified according to previous comparable experience. New employees hired into other classifications will be classified according to previous comparable Safeway experience as per Article 5.4.

4. Rates for Relief Work

When an employee is assigned to relieve the Meat Manager (Head Meat Cutter) for two (2) days or more in a week, he/she shall be paid the greater of eighty-five (\$0.85) cents per hour or the applicable Manager rate for all time so employed.

An employee will be assigned to relieve an Assistant Meat Manager (Assistant Head Meat Cutter), Deli Manager, Assistant Deli Manager, Fish Manager and/or Chinese Kitchen Manager for two (2) days or more in a week, they shall, as a minimum, be paid the applicable rate established for all time so employed.

When a part-time employee relieves a Meat Manager (Head Meat Cutter), Assistant Meat Manager (Assistant Head Meat Cutter), Deli Manager, Assistant Deli Manager, Fish Manager and/or Chinese Kitchen Manager they shall be paid the applicable Manager rate.

An employee will be assigned to relieve the Meat Manager (Head Meat Cutter), and/or Deli Manager when the Meat Manager (Head Meat Cutter) and/or the Deli Manager is absent. The employee providing relief will be the Assistant Meat Manager (Assistant Head Meat Cutter), and/or Assistant Deli Manager, when available.

An employee will be assigned to relieve the Assistant Meat Manager (Assistant Head Meat Cutter) and/or the Assistant Deli Manager when:

- (a) The Assistant Meat Manager (Assistant Head Meat Cutter) and/or the Assistant Deli Manager is absent from the store two (2) or more days in a week, or;
- (b) The Assistant Meat Manager (Assistant Head Meat Cutter) and/or the Assistant Deli **Manager** is relieving the Meat Manager (Head Meat Cutter) and/or the Deli Manager who is absent for periods of one (1) week or more.

When both the Assistant Meat Manager (Assistant Head Meat Cutter) and Meat Manager (Head Meat Cutter) and/or the Assistant Deli Manager and Deli Manager are at work, but for their regular scheduled days off, the relief pay for the Assistant Meat Manager (Assistant Head Meat Cutter) and/or Assistant Deli Manager position will be limited to a maximum of two (2) days. In circumstances where relief pay is required, preference will be given to qualified home store employees and may include a Meat Clerk.

5. Meat, Deli and Fish Clerks wishing to become a Meat Cutter Apprentice shall inform the Employer in writing and such employees shall be given first consideration for any such full-time apprentice vacancy on the basis of seniority of the employees who have so applied. It is understood that applicants from the full-time Meat, Deli and Fish list will be given preference, by seniority, over part-time applicants. An employee commencing on the Meat Cutter Apprenticeship Program shall be given a trial period of up to four hundred eighty (480) hours of actual work and during such trial period shall retain his or her seniority as a Meat, Deli or Fish Clerk only for purposes of transferring back during this period by reason of the employee being unsuitable for the job, or the employee wishes to transfer back of their own volition.

Seniority rights in the Meat, Deli and Fish Clerk list shall also be retained during the apprenticeship period in the event the employee is affected by a lay-off for lack of work.

Upon demonstrated ability to perform the full scope of the job proportionate to their experience to no greater or lesser degree that would be required from any other

apprentice, the employee shall be transferred after the trial period and placed on the appropriate seniority list as of the date of the original transfer. Such employee who has achieved the top rate within their classification shall receive no less than sixty-five (65%) percent of the Journeyman Meat Cutter wage. An employee who has not achieved the top rate within their classification may be pro-rated provided that such pro-ration does not result in a reduction.

6. Inter-Department Transfers

In staffing new departments, the Employer shall first look to present employees before hiring new staff. Those employees who wish to be considered for new departments or who wish to transfer into another department shall inform the Human Resources Manager, in writing, with a copy to the Union. Employees who have applied to work in another department shall be listed and considered in order of their seniority with the **Employer**.

When an employee transfers from one department to another, they will be given a trial period of **two (200)** hours to demonstrate that they can perform the normal functions of the job in a competent manner. If the employee does not meet the requirements of the job, the employee will revert to his/her former position.

7. (a) Meat Clerks assigned to perform any cutting with a knife or power saw on meat or poultry, or to operate the meat grinder, shall be paid Meat Cutter rates, or such other rate as may be agreed to by the **Employer** and the Union. The foregoing shall not apply when such work is performed while serving a customer and a Meat Cutter is not available.

- (b) Meat Clerks in the Delicatessen operations shall be permitted to use knives and operate slicing machines in and for such Delicatessen operations at their regular rate of pay.
 - (c) Meat Clerks shall not be required to lift in excess of thirty-five (35 lbs) pounds at any one time during the performance of their duties.
8. Subject to Letter of Understanding #1 in the UFCW 401 Meat Agreement, the **Employer** will continue the **Employer** Bonus Plan for Deli Managers and Meat Managers. It is understood that the terms and conditions of the **Employer** Bonus Plan are at the discretion of the Employer.
9. Meat Department Managers' Compensation Plan

<u>Average Weekly Hours</u>	<u>Weekly Compensation</u>
Up to 160	\$ 20.00
161 to 220	\$ 35.00
221 to 320	\$ 50.00
321 to 420	\$ 65.00
421 to 520	\$ 80.00
521 to 620	\$ 95.00
621 +	\$110.00

The above additional compensation will be based on the average weekly hours worked by all employees in the Meat Department in the previous twelve (12), sixteen (16) or seventeen (17) week operating period and will be adjusted at the end of each such period.

When a store is opened, the additional compensation for the first twelve (12) weeks of operation shall be based on the average hours worked in the store in which the Meat Department Manager was previously employed, following which, the average hours will be based on the new store's operation.

10. Relief in Service Departments

The Employer will make the necessary arrangements to ensure that Service Department employees receive their scheduled fifteen (15) minute rest periods.

Necessary arrangements will include:

- Making sure that schedules are written in such a way that relief is available.
- Permitting the closing of the service departments to allow for breaks when no relief is available.

11. Meat Cutter Apprenticeship Program

The Union and the Employer agree to continue to promote a Meat Cutter Apprenticeship Program at the Federal and/or Provincial level.

This will be in accordance with the Manpower Development Act or the equivalent and their general regulations.

Letters 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 (1st) day of hospitalization and fourth (4th) 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 8.3 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.

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.

It is understood that Store Supervisors will be subject to Articles 4.1(c), 4.2 and 4.6.

Where there is a Store Supervisor in a store, a 1st Assistant Manager will not be assigned to that store.

The **Employer** will be limited to the following four (4) Store Supervisors:

Doug Ferguson
Gerry Gartner
Dwayne Hoffman
Rick Klein

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

3. 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.

4. 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 at** the Employer's option, **exclude Management Trainees**, one (1) designated full-time General Clerk and those working in the Produce Department.

5. 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.

6. 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 2nd, 1981 the allowance shall be:
 - (i) Other than major wage earner – thirty-seven (\$0.37) cents per hour;

- (ii) Major wage earner – seventy-four (\$0.74) cents per hour.

Definition

"Major wage earner" shall be one who is the major wage earner in his/her family and has so notified the **Employer**, 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 after February 1st, 1985, 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.

- (b) Effective **March 15th, 2015**, all employees in Grande Prairie and Fort McMurray will receive an additional one dollar **seventy-five** cents (**\$1.75**) per hour above the rate in Appendix "A".

7. 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:

- (a) The change of status is operationally feasible and can be easily accommodated within the employee's store, department and classification.
- (b) There is a suitable part-time position available within the employee's store, department and classification.
- (c) 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.

8. Joint Training

The **Employer** 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 **Employer** has reviewed and agreed upon the particulars and structure of the Joint Training Program.

9. Reline Crew

The parties agree that the terms and conditions of the existing Collective Agreement will apply to employees

working province wide as part of the reline crew with the following provisions:

- (a) These personnel will perform reline work, backroom organization work, seasonal changeovers and general assistance as required.
- (b) There will be no reduction of regular hours for existing employees of departments where the reline crew is performing reline work.
- (c) Existing employees of departments where the reline crew is performing work will have the first opportunity for overtime hours required for regular store duties not related to the reline duties.
- (d) These personnel will be reimbursed for all travel costs in accordance with **Employer** policy.
- (e) Reline crew personnel will be paid any additional wages and shift premiums applicable to the work locations where they are assigned to do reline work.

10. C.C.W.I.P.P. Stabilization Fund – Alberta Retail Stores

The **Employer** and the Union agree as follows:

- (a) Effective August 29th, 2010, the Employer shall contribute to the Canadian Commercial Workers Industry Pension Plan an additional thirty-five (\$0.35) cents for all hours worked or paid by the Employer to its employees in the bargaining units covered by the Collective Agreement including any overtime hours worked in a week (to a maximum of the basic work

week), 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.

This means that the Employer will make a total aggregate contribution of one dollar twenty cents (\$1.20) per hour to the Canadian Commercial Workers Industry Pension Plan (i.e. the aggregate of the eighty-five (\$0.85) cents required in Article 9 and the thirty-five (\$0.35) cents required in this Letter of Understanding).

- (b)** Effective March 20th, 2010 the Employer will cease making contributions to the CCWIPP Stabilization Fund. The Employer will not be obliged to make any additional or future contributions to the CCWIPP Stabilization Fund.
- (c)** The **Employer** and the Union hereby request that the Trustees direct an additional five (\$0.05) cents per hour from the Stabilization Fund to the Canadian Commercial Workers Industry Pension Plan for all hours worked or paid by the Employer to its employees in the bargaining units covered by the Collective Agreement including any overtime hours worked in a week (to a maximum of the basic work week), 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. The five (\$0.05) cents from the Stabilization Fund is to be paid retroactively from August 29th, 2010 and continue until all remaining

funds within the Stabilization Fund are exhausted or to the effective date of the Collective Agreement that will supersede the new Collective Agreement currently being negotiated between the parties.

- (d) If the Stabilization Fund is discontinued, the balance of any assets held within the Stabilization Fund shall only be used for the benefit of the **Employer's** employees in the bargaining unit, in a manner to be agreed upon by the **Employer** and the Union.

11. Canmore and Banff Employees

Effective **March 15th, 2015**, all employees in Canmore and Banff will receive an additional **seventy-five (\$0.75)** cents per hour above the rate in Appendix "A".

12. Vacation

On a trial basis for the term of the Collective Agreement, beginning with the vacation year 2012, employees will be able to book vacation outside of Sunday to Saturday as follows:

- (a) To be eligible, employees must be eligible for five (5) or more weeks of vacation.
- (b) Eligible employees can use a maximum of two (2) weeks vacation in this fashion.
- (c) Where one (1) week is taken, the vacation will be recorded on the vacation planner as two (2) weeks.

Where two (2) weeks are taken, the vacation will be recorded on the vacation planner as three (3) weeks.

- (d) Where more than one (1) week is used, they must be taken consecutively. Employees cannot use two (2) single weeks for this purpose.
- (e) The time of the vacation is to be mutually agreed between Management and the employee.

13. Licensed (Regulated) Pharmacy Technicians

- (a) ***Regulated Pharmacy Technicians will be a separate classification. To be eligible to fill a position, the employee must be properly licensed in accordance with Provincial regulations. Unless merit, fitness and ability of an employee is greater than that of another employee, seniority shall govern in the filling of vacant positions.***
- (b) ***The Employer will determine the number of Regulated Pharmacy Technicians, if any, required in each Pharmacy and determine the status of the needed position(s).***
- (c) ***Internal Pharmacy Assistants reclassified as Regulated Pharmacy Technicians will be subject to a sixty (60) day probation period for:***
 - (i) ***The employee to decide if they want the work and;***

- (ii) The Employer to determine if the employee is capable of performing the necessary duties.**
- (d) If there are insufficient internal candidates, vacant Regulated Pharmacy Technician positions will be filled by qualified external candidates. The Employer will determine the initial status of these employees.**
- (e) There will be no restriction on Regulated Pharmacy Technician duties within the Pharmacy other than prescribed by the Provincial regulatory authority.**
- (f) The Employer will continue with the practice of Practicums in the Pharmacy Department. Pharmacy Assistant hours will not be impacted by this practice.**
- (g) The Employer will grant internal Pharmacy Assistants a sum in the amount of five hundred (\$500.00) dollars once they have been selected by the Employer and reclassified as a Regulated Pharmacy Technician.**
- (h) The Employer will not reduce full-time Pharmacy Assistants to part-time status as the result of the implementation of the Regulated Pharmacy Technician classification. This guarantee will be in force for the duration of the current Collective Agreement.**

- (i) ***Credit for Previous Experience: Pharmacy Assistants promoted to the position of Regulated Pharmacy Technician will receive credit for fifty (50%) percent of their career hours with Safeway to a maximum of 2500 hours.***

14. **Credit for Previous Experience – Fort McMurray, Grande Prairie, Banff, Canmore, Lloydminster, Camrose and Fort Saskatchewan**

This letter will confirm our agreement that effective December 15th, 2013, for the purposes of administering Article 5.4 – Credit for Previous Experience in the Fort McMurray, Grande Prairie, Banff, Canmore, Lloydminster, Camrose and Fort Saskatchewan stores only, the Employer shall use the language listed here.

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 as defined in Article 4.7 from the date of employment; provided that, if the employees' services are retained and their experience is accepted as comparable, then after the probationary 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.

Any employee who has accepted a buyout under a previous Safeway Collective Agreement will not be eligible for credit for previous Safeway experience if rehired at a later date.

- (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.***

However, where 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 probationary 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.

This Agreement will be in effect until March 18th, 2017.

15. Union Representation for Suspended Employees

The parties agree to the following items with respect to Union representation for meetings with employees who have been suspended pending further investigation:

- (a) Should an employee be suspended from the workplace and called back for an interview, the Union will be notified of the time and date of the interview.**
- (b) If a Representative of the Union is not able to attend, the Union Steward shall be present for the interview.**
- (c) It is understood that if a suspended employee is called back for a meeting in which he/she will not be interviewed further and only issued a discipline/termination notice, Article 15.1 shall apply.**

16. The Employer agrees to meet with the Union upon request to address issues pertaining to employee access to “Direct 2HR” or its replacements.

17. Vacation Payment

- (a) Although Article 6.1 of the Collective Agreement contemplates that full-time employees receive a paid vacation after they have completed a full year of service, the Employer permits full-time employees to take paid vacation during their first year of service. As a result of this practice, some full-time employees who take annual vacation prior to their vacation anniversary date have a negative balance in their vacation account. In order to eliminate that negative balance, an employee must work until their anniversary date.**
- (b) When an employee quits or is terminated and has a negative balance in their vacation account, the employee does not have the ability to earn any additional weeks of paid vacation after their termination which may leave a negative balance in their vacation account which leads to a “vacation pay overpayment”.**
- (c) If at the time the employee quits or is terminated the Employer believes a vacation pay overpayment has occurred, it shall be entitled to deduct the overpayment from the employee's final pay cheque.**

- (d) When the Employer deducts a vacation pay overpayment from an employee's final pay cheque, it will send the employee a letter, with a copy to the Union, explaining the overpayment and providing supporting documentation.**
- (e) Any legal or equitable claim for wrongful set off is subject to the grievance and arbitration process.**
- (f) If a full-time employee is being reduced to part time, the Employer agrees that at the time the full-time employee is identified as potentially being reduced to part-time, the Employer will provide them with a statement including their vacation anniversary date and their current vacation account balance and explain to them that any future vacation that has already been booked may or will cause an overpayment situation and the employee at their option shall have the opportunity to proceed with their vacation or cancel the vacation and work for that period. If the employee decides to proceed with their vacation, the Employer will be entitled to deduct the resulting vacation pay overpayment from the employee's future part-time vacation earnings.**
- (g) In an effort to ensure that full-time employees understand the vacation pay entitlements in relation to taking vacation, the Employer agrees, within thirty (30) days of ratification, to provide all current full-time employees with a statement confirming their vacation anniversary date and**

the current status of their vacation account along with a copy of this Letter of Understanding. The Employer also agrees that each time an employee is hired to full-time, promoted to full-time or is reinstated to full-time, it will provide that employee with a status change letter which sets out their vacation anniversary date and advises them that if they take vacation before this date, and then terminate their employment, they will be in an overpayment situation.

18. *In Northern Alberta (Red Deer North), full-time Produce Clerks hired and promoted prior to June 10th, 2011 shall not be scheduled to perform Grocery Clerk work unless mutually agreed to by the employee and the Employer.*

19. Demotion

The Employer will provide reasonable coaching and counselling on job expectations and requirements for an employee appointed to a position listed in Article 4.1(d), prior to that employee being demoted for poor performance. The Employer will advise the employee that they can, if requested, have a Shop Steward or Union Representative present for the above mentioned coaching or counselling.

20. **Single Days of Vacation Protocol**
(Effective January 1st, 2015)

On a trial basis for the term of the Collective Agreement and beginning with the 2015 vacation year, full-time employees with five (5) weeks of vacation eligibility will be able to use single days of vacation, in accordance with the following conditions:

- (a) Employees may use a maximum of one (1) week of their entitlement in single day increments.***
- (b) Notwithstanding anything to the contrary in the Collective Agreement, employees who wish to use single days of vacation must advise their Store Manager no later than January 31st of each year. These employees will not schedule one (1) week of their vacation entitlement in order to use these days for single day vacations.***
- (c) All requests for single days of vacation must be provided to the Store Manager at least twenty-one (21) days in advance and will be approved at the Employer's sole discretion. This notice period can be waived by the Employer, at its discretion. Requests will be considered on a "first come, first served" basis. No single day or days of vacation will be approved to be taken during the months of June, July or August.***
- (d) All single days of vacation must be scheduled or taken by October 1st of each year. Any single days of vacation that are not scheduled by***

October 1st of each year, will be scheduled by the Employer, at its sole discretion.

21. Phased in Retirement

The parties agree to meet within one (1) month of March 12th, 2015 to discuss and develop a “phased in retirement” option for full-time employees aged sixty (60) or over. This option will be available within six (6) months of March 12th, 2015 unless otherwise mutually agreed.

22. Creating New Classifications

Employees may be hired or selected on the basis of their qualifications, skills and abilities as determined by Management for positions that require a particular skill or knowledge base not currently in place in our store offering.

The Employer shall offer to all current employees the opportunity to be considered for any new classifications prior to hiring outside of the bargaining unit. Current employees will be canvassed through a notice that will be posted bargaining unit wide for a minimum of ten (10) days.

In the event an employee believes that he/she should have been considered for a position outlined above, the Employer agrees to meet with the employee and the Union to discuss the employee’s qualifications.

Pursuant to Article 5.2 of the Collective Agreement, the Employer and the Union will meet to negotiate wage rates and conditions for these positions.

The Employer agrees to notify the Union, in writing, of the persons selected by the Employer indicating the store number and the department.

23. Canadian Commercial Workers Industry Pension Plan (CCWIPP) National Agreement

The parties understand that there is a new CCWIPP National Agreement being worked on by the Trustees of the Plan that may include increased Employer contributions and Plan member contributions and that although these discussions are close to a resolve, there is presently not an agreement.

In any event, once an agreement is reached, it will be subject to Provincial Regulatory approval. This Letter of Understanding confirms that once an agreement is reached between the Trustees, the terms and conditions of the new CCWIPP National Agreement will be communicated to the parties and form part of this Agreement.

24. Blacking Out of Vacation Planners

As per our discussions in negotiations, the ***Employer*** wishes to confirm the following:

- (a) No Safeway **Operations** Retail Stores will have vacation planners posted with weeks “blacked out” or “blocked off”.
- (b) Upon request, employees will be given a reason as to why their request for vacation has been denied.
- (c) Employees will be able to request their vacation anytime in the year as per the Collective Bargaining Agreement guidelines.
- (d) Any stores that have vacation planners currently posted with “blacked out” periods will immediately remove such planners and employees may apply for those “blacked out” weeks in order of seniority – full-time then part-time, as long as they have the vacation weeks left. Such requests will be taken into consideration and will not be unreasonably denied.
- (e) Stores that grant vacation time during such weeks will do so as outlined above.
- (f) Human Resources shall investigate any complaints about vacation planners and address concerns as soon as possible.

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-four (24)**.

Signed this _____ day of _____, **2015.**

For the Employer:

For the Union:

Employer Committee:

Union Committee:

Sean Naldrett
Morgyn Ahrens
Bill Campbell
Phil Hanevich
Don Richter
Ryan Shannon

Denyse Anderson
Tom Cantley
Richard Carrier
Jacque Champagne
Blaine Desrochers
Deborah Draper
Petra Garbe
Dorothy Gonci
Cindy Lou Hamabata
Judy Hinzman
Annie Klein
Carol Amelia Kupchik
Mei Ling Lam
Lisa Lemke

Melvin McLellan
Barbara Miller
Stacey Porter
Garry Pucci
Barbara Roy
Troy Smidtas
Elizabeth Visser
Sydonne Wright
Janet Zachary
Doug O'Halloran
Theresa McLaren
Joe Attwood
Al Olinek

This Agreement was ratified on **March 12th, 2015.**