

COLLECTIVE AGREEMENT

BETWEEN

UNITED FOOD AND COMMERCIAL WORKERS
CANADA, LOCAL 401
(Meat & Deli)

AND

CANADA SAFEWAY LIMITED

(A body corporate carrying on business in the Cities of Calgary,
Banff, Canmore, Lethbridge, Medicine Hat, Taber and Brooks)

Renewal: March 20th, 2010
09829 (04)

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Article 1 – Purpose of Agreement

It is the intent and purpose of the parties hereto that this Agreement will promote, improve, and maintain industrial, economic and harmonious relations between the Union, the employees and the Employer, and to set forth herein the agreement between the parties covering rates of pay, hours of work, and conditions of employment, to be observed by the Employer, its employees and the Union during the term hereof.

Article 2 – Recognition and Jurisdiction

- 2.1 a) The Employer recognizes the Union as the sole Collective bargaining agent for all employees in the Meat, Fish and Delicatessen Departments in the retail stores of the Employer located in the area of greater:

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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.

- b) Subject to Letter of Understanding #1 “Severance”, the Employer agrees the following work shall be performed by employees of the Company covered by this Collective Agreement, the receiving, cutting, grinding, preparing, processing, sealing, wrapping, bagging, pricing, fabricating, cubing, tenderizing and serving and selling of all meat, fish and poultry

products whether fresh, frozen, chilled, cooked, cured, smoked, or packaged during the term of this Collective Agreement. However, it is also understood that the Employer shall not be precluded from making such decisions that pertain to the reassignment of work now being performed by employees covered by this Collective Agreement providing such reassignments will remain in the jurisdiction of the Union and are handled in a manner that is mutually acceptable to both parties to this Agreement during the term of this Collective Agreement.

- 2.2 a) If the Employer transfers work set forth in Section 2.1 to a meat plant operated by the Employer within the present area jurisdiction of the Union, the Employer will recognize the Union as the bargaining agent for all employees, excluding office and clerical staff and supervisory personnel, employed by the Employer in said meat plant. In the event that a meat plant is certified by, or under a Collective Agreement with another trade Union at the time it is acquired by the Employer, the foregoing shall not apply.
- b) If a full-time employee is terminated because:
1. The Employer transfers work set forth in Section 2.1 to a meat plant operated by the Employer, or
 2. The Employer purchases block ready meats, employees who have sixty (60) days continuous full-time service and up to one (1) year of continuous full-time service shall be

given one (1) week's notice in writing or pay in lieu thereof. One (1) weeks additional notice or pay in lieu thereof will be given to employees with more than one (1) years continuous full-time service for each additional year of continuous full-time service up to a maximum of twenty-six (26) weeks.

3. The above notice or pay in lieu thereof shall not apply if the full-time employee
 - a) is temporarily laid off;
 - b) accepts other employment with the Employer;
 - c) is terminated but is re-employed within ten (10) working days to full-time status duty;
 - d) is offered comparable work in the meat plant operated by the Employer.

4. Employees who receive notice or pay in lieu thereof shall not be entitled to the benefits contained in Article 13 of this Agreement. Sub-sections a) and b) of this clause shall not conflict with or supersede the provisions of Article 11, Seniority of this Collective Agreement.
 - c) The Employer will give the Union no less than three (3) months' notice prior to the opening of a newly built meat plant within the present area jurisdiction of the Union. The Employer or its subsidiaries will give

preference in hiring prior to the opening of the new meat plant and for three (3) months after the opening of the new plant to qualified full-time employees displaced from the Employer's retail stores.

- 2.3 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.
- 2.4 The Employer agrees not to employ persons having other full-time employment with other employers, except in emergency when qualified help is not available. Supervisory personnel shall be limited to instructional work only, but shall not perform work that is normally done by members of the bargaining unit.
- 2.5 In the event the Company, because of health regulations brought down by the Federal or Provincial Government is required to reassign work normally done by a member of this bargaining unit to Lucerne Foods Limited, then such member who may be affected will be given the first opportunity to apply for employment at the forementioned meat plant operation.

There is no guarantee of employment of any affected employee in retail stores but full consideration of employment at the meat plant(s) will be given provided vacancies exist. And if more than one vacancy exists, retail seniority will prevail.

Article 3 – Union Security

- 3.1 The Employer agrees to retain in his employ within the bargaining unit, as outlined in Article 2 of this Agreement, only members of the Union in good standing. Such employees will be required as a condition of employment, to have the equivalent of regular Union dues deducted from their earnings each pay period. Such deductions will be forwarded to the Union by the Employer along with the Union dues deductions of the other employees in the bargaining unit.

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 on the first day of employment, and become members within thirty (30) days.

- 3.2 The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee, their responsibility in regard to Union membership, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire.

The Union shall bear the expense of printing the letter, the contents of the letter 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 names of all employees who have terminated their employment during the previous month.

- 3.3 The Employer retains the sole right to hire employees. The Union agrees to supply a list on a weekly basis of suitable candidates for the position of experienced meat department employees. The acceptance or rejection of candidates proposed by the Union shall not be subject to Article 17, Grievance Procedure and Article 18, Arbitration.

The Employer agrees there should be no discrimination ***and the appropriate Sections of the Alberta Labour Relations Code and the Human Rights, Citizenship and Multiculturalism Act are hereby recognized.***

Article 4 – Deduction of Union Dues

- 4.1 The Employer agrees to deduct from the wages of each employee upon proper authorization from the employee affected such initiation fees, Union dues and assessments as are authorized by regular and proper vote of the membership of the Union.
- 4.2 The Employer further agrees to automatically deduct Union dues, initiation fees and assessments from the wages of all new employees. Upon commencement of employment the employee shall provide the Employer with a signed authorization for such deduction.

- 4.3 Effective the first full accounting period following ratification, monies deducted during any month shall be forwarded, by the Employer, to the Secretary-Treasurer of the Union not later than twenty-one (21) calendar days following the end of the Employer's four (4) or five (5) week accounting period, and accompanied by a written statement of the names of the employees from whom deductions were made and the amount of each deduction.
- 4.4 Changes in initiation fees, assessments, and Union dues will be effective on the first Sunday after notification by the Union.

Article 5 – Basic Work Week and Overtime

- 5.1 The Employer reserves the right to schedule hours of store operation, employee hours of work, rest periods, lunch periods, and overtime work, subject to the following provisions:
- 5.2 The basic work week for employees working full-time shall consist of forty (40) hours, to be worked in five (5), eight (8) hour days, as scheduled by the Employer.
- 5.3 Daily hours of work shall be consecutive with the exception of rest and meal periods. No split shifts shall be worked.
- 5.4 The Employer shall post a weekly work schedule beside the time clock for all employees, not later than Saturday noon to cover a two (2) week period.

The schedule of an employee may be changed, without notice, in the event of an unscheduled absence of other

Meat Department employees, or in the event of emergencies such as fire, flood, breakdown of machinery, or other instances of force majeure. In all other cases at least forty-eight (48) hours notice of any change must be given or four (4) additional hours pay given in lieu of notice.

Employees will not be required to work more than seven (7) consecutive days unless they are relieving in the event of unscheduled absence of other staff or affected by emergencies as indicated above.

It shall be the Employer's responsibility to notify the employees of a change in their schedule.

- 5.5 The Employer agrees to provide ***a time recording device*** to enable employees to record their hours worked for payroll purposes. Employees shall punch their own time at the time they commence and finish work and the time they commence and return from meal periods, and rest periods if so required. Management agrees to assume its full responsibility in seeing that the employees are paid for all time worked and recorded. Management personnel who intentionally violate this provision will be disciplined in a similar manner, at Management's discretion, to that set out below, by the Employer.

Any employee who fails to properly record all time worked or violates this Section shall be penalized as follows:

- | | |
|----------------------------|--------------------------------------|
| 1 st Violation: | One (1) week suspension without pay |
| 2 nd Violation: | Two (2) weeks suspension without pay |
| 3 rd Violation: | Termination of employment |

Employees who record another employee's time shall be subject to disciplinary action including discharge at the discretion of the Employer.

Suspension shall be implemented within one (1) month from the date 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 becomes subject to the Grievance Procedure.

In the event an employee is suspended, the Employer shall notify the Union prior to the suspension, and the date of suspension.

Any dispute as a result of this provision shall be subject to the Grievance and Arbitration articles of this Agreement. Any employee terminated shall not be entitled to notice or pay in lieu of notice under Article 13 of this Agreement.

In a grievance involving time worked, the Union can request a copy of the time card(s) involved or of the Daily Attendance Report for employees on the Time and Attendance system. Any time card(s)/reports requested shall be made available as soon as conveniently possible.

- a) 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 5.6 and Article 5.7.

5.6 Daily Guarantee

The minimum shift will be four **(4)** hours. Any employee who reports to work as scheduled, without previous notice

not to report, shall receive pay for their scheduled hours of work on that day. Any employee shall receive pay for the scheduled hours of work on the day if sent home prior to completion of scheduled hours, unless terminated as provided in Article 12 of this Agreement. In the event an employee reports for work but has not been advised of a change of their starting time as per this clause, they shall be allowed to commence work immediately or the Company shall pay the employee from the time they reported for work, the foregoing will not apply if the said employee reports early on their own accord.

5.7 Overtime Pay

All time worked in excess of the daily hours, or the basic work week, as defined in Article 5.2 shall be paid at the rate of time and one half (1 ½ X) the regular rate, all overtime hours worked in excess of two (2) hours in addition to an employee's regular eight (8) hour shift shall be paid for at double (2X) the employee's regular hourly rate of pay. Compensating time off shall not be given in lieu of overtime pay.

Part-time employees shall be paid time and one half (1 ½ X) for all time worked in excess of eight (8) hours in any one (1) day, forty (40) hours during any one (1) week and for all work performed on the sixth (6th) and seventh (7th) day of the employee's scheduled work week.

Overtime shall be by mutual consent and, where practical, shall be offered to the most senior employee(s) on the shift, provided the employee has the ability and qualifications to perform the required overtime work. If the senior employee(s) do not wish to accept the overtime, the Management shall have

the right to assign such work to the junior employee who has the necessary ability and qualifications, and who are at work at the time.

5.8 Scheduling

1. Definitions

“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 any shift normally worked in his/her Department, three (3) days per week; Monday to Friday, plus Saturday, Sunday and General Holidays. Employees hired before July 1987, will not be required to be available for Sundays.

2. Scheduling Groups

- a) Meat Department (Meat Cutters, Meat Clerks)
- b) Deli Department
- c) Fish Department
- d) Chinese Kitchen

3. Scheduling

- a) In the ordinary course of business the order of scheduling hours within each scheduling group will be:
 - i) Full-time employees to the extent of their basic work week
 - ii) Unrestricted part-time employees
 - iii) Restricted part-time employees
- b) Unrestricted Base Hour employees will be scheduled more hours than other part-time employees in their classification, in their Department, and no less than their base provided there are hours available in their classification in their Department after the full-time employees have all been scheduled and the employee has indicated availability to work those hours.
- c) Unrestricted part-time employees will be scheduled before restricted part-time employees (i.e. unrestricted part-time employees will be scheduled to work more hours than restricted employees).
- d) Subject to the above paragraphs a) through c), in scheduling part-time employees:
 - i) Part-time employees will be given preference in available weekly hours in their store, in their Department, and in

their scheduling group in accordance with their seniority. The foregoing is not meant to restrict the Employer where, due to operational efficiency, it is necessary to use interdepartmental scheduling. Where inter-departmental scheduling is used, employees who are regularly scheduled in one department will be assigned scheduled shifts/call-ins in their department before employees from other departments.

- 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.
- iii) The Employer shall not reduce the weekly hours of work of an unrestricted employee for the purpose of replacing those hours with an employee at a lower rate of pay.
- iv) Where adjustments to the schedule are necessary, wherever possible, they shall be made in such a way as to minimize the reduction of hours of senior employees.
- v) The foregoing will not limit the ability of the Employer to provide optimum service to retail customers.
- vi) A part-time employee relieving a Deli Manager for vacation purposes and other short term absences up to a maximum of three (3) weeks may receive more hours

in their department in their store than more senior part-time employees where the senior part-time employees are neither desirous or capable of performing the relief work.

e) Night Shopping

A provision shall be made for a fair rotation of employees (including Department Managers) when stores are open for night shopping. ***For the purpose of this article, an evening shift is deemed to be a shift that ends at 9:00 p.m. or later. Where there are issues regarding fair rotation, the Company and Union agree to meet to discuss a solution.***

f) Interval Between Shifts

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 ½ X) for time worked prior to the expiry of the ten (10) hours interval. The hours which an employee works prior to the expiry of the ten (10) hours 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) hours worked). That employee is entitled to pay as follows: the first two (2) hours at time and one half (½ X), the next six (6) hours at

regular time and the last two (2) hours at time and one half (1½ X) because these hours exceed eight (8) in one day.

g) Transfer Between Scheduling Groups

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) Consecutive Days Off

The Union and the Employer recognize that the scheduling of consecutive days off combinations varies from store to store in accordance with the operational requirements of the department and the preferences of the employees.

Contingent on the continuing operational and staffing requirements of the department, the weekly work schedule will provide full-time employees with their current pattern of days off.

Further, in those Meat Departments employing five (5) or more full-time employees, each full-time employee will be entitled to be scheduled consecutive days off once every four **(4)** weeks.

In Deli Departments, a full-time employee will be entitled to be scheduled consecutive days off once every four **(4)** weeks.

i) Banff/Canmore Only

Part-time employees may be offered seasonal full-time jobs in order of seniority until the full-time jobs that are required are filled. These employees may work a weekly full-time schedule for the period commencing the week in which Good Friday falls and finishing Saturday of the weekend following the Labour Day weekend. These employees will be returned to their previous part-time status the Sunday following the Labour Day weekend. The Employer may introduce other incentives based on market conditions to aid in staffing.

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 *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 5.8.* 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.*

A restricted employee must be available anytime on Sundays as per Article 5.8, Subsection 6.

An unrestricted part-time employee may occasionally request one ~~(1)~~ 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.

5. Maximum and Minimum Weekly Hours

Employees hired after March 17th, 1993, 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 and base hour employees are scheduled, there are at least twelve (12) hours available in the week that can be worked by one (1) person.

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

The twelve (12) hour minimum is not meant to be a maximum.

6. Sunday Work

- a) Sunday shall be considered the first day of the employee's basic work week for all purposes of this Collective Agreement.
- b) Work on Sunday shall be voluntary.
- c) Sunday work shall be rotated among those who volunteer.
- d) Employees will be given the opportunity to declare their availability for Sunday work and will further be given the opportunity to notify the Employer of changes in their availability four (4X) times per year – January 1st, April 1st, July 1st and October 1st.
- e) Employees who are hired after July 1987 and have agreed to work Sundays will not restrict their availability for Sunday work on a regular basis and will be rotated as described in Section (c) above.
- f) If sufficient employees are not available to work on Sundays, the Employer shall have the right to schedule hours according to "reverse seniority" provided the employee has the ability to perform the work required. For the purpose of scheduling available weekly hours or work, hours worked on Sunday shall be included in a part-time employees' regular weekly schedule.
- g) In addition, employees who have not restricted their Sunday availability, may request Easter

Sunday off. Such requests must be submitted in writing to the Store Manager four **(4)** weeks before Easter Sunday.

- h) Sunday Premium Pay – 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.

7. 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 applicable classification in accordance with the following:

- a) In the event that 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 outlined in Article 5.2 of this Collective Agreement.
- b) Part-time employees hired after March 17th, 1993, will normally be scheduled up to a maximum of ***twenty-eight (28)*** hours per week.

Notwithstanding the foregoing, part-time employees hired after March 17th, 1993, will be allowed to work a weekly schedule which exceeds ***twenty-eight (28)*** hours when they

answer call-ins due to the absence of other staff.

Part-time employees hired after March 17th, 1993, in the same classification and department who perform the same job will be entitled to be called in for extra shifts in order of seniority provided that once a senior employee's scheduled weekly hours and call-in shifts worked exceed **twenty-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 hired after March 17th, 1993, will be allowed to work a weekly schedule which exceeds **twenty-eight (28)** hours during seasonally busy periods, during a week a Statutory 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.

- 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.

8. Night Shift Premium

All hours worked by an employee between ten o'clock (10:00) p.m. and seven o'clock (7:00) a.m. shall be considered as shift work and paid for at the applicable straight time/overtime rate plus 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.

5.9 Rest Periods

Employees working a shift of six (6) or more hours shall receive two (2) rest periods of fifteen (15) minutes each, with pay.

Employees working a shift of four (4) hours, but less than six (6) hours will receive one (1) rest period of fifteen (15) minutes, with pay. Rest periods shall be scheduled on the basis of one (1) before and one (1) after the meal, but shall not be combined with the meal period. Rest periods shall not begin until one (1) hour after commencement of work or following return from meal period or less than one (1) hour before either the meal period or the end of the shift as the case may be.

5.10 Meal Periods

Meal periods shall be a minimum of thirty (30) minutes and a maximum of sixty (60) minutes uninterrupted duration, unpaid, shall not start earlier than three (3) hours, nor later than five (5) hours after commencement of an employee's shift.

Work performed over five (5) hours without a meal period shall be paid for at two (2X) times the employees regular rate of pay. The double (2X) time penalty shall not apply in the case of a part-time employee who works a shift of more than five (5) hours, but less than seven (7) hours who wishes to take the rest period(s) to which he/she is entitled in lieu of an unpaid meal period. Those part-time employees who are scheduled six (6), but less than seven (7) hours may combine their two (2) rest periods at mid-shift in lieu of their unpaid meal period.

Any shift starting at 9:00 p.m. or later shall have a thirty (30) minute meal period on the employee's own time.

- a) If an employee is required to work more than one hour overtime, he or she will be given a fifteen (15) minute paid rest period. The break will be taken before the commencement of the overtime. The meal periods will be scheduled as near midshift as possible. Similarly, rest periods will be scheduled as near to midway between the meal period and the commencement and finish of a shift as possible.

5.11 Staff Meetings

Staff meetings wherever held, shall be considered as time worked and compensated for as such, except when they are dinner meetings at which attendance by an employee is on a voluntary basis. Such dinner meetings in excess of two (2) during each contract year shall be considered as time worked and paid for accordingly.

When dinner meetings are called, a notice will be posted indicating that the meetings are voluntary. A copy of the dinner meeting notice will be faxed to the Union office at time of posting.

Article 6 – Statutory Holidays

6.1 The following days shall be paid Statutory 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 stores selling meat are required by law to recognize those public holidays.

In the case of a Statutory 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 section.

- 6.2 Provided they work their 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.
- 6.3 Part-time employees shall receive the following Statutory Holiday pay:

Average hours worked in four (4) weeks preceding the week in which holiday occurs –

- 20 hours but less than 32 hours – 6 hours pay for each holiday
- 32 or more hours – 8 hours pay for each holiday

All other employees shall be paid for the number of hours they would normally have worked on such a day, or days, if it was not a holiday.

In the calculation of the foregoing average, all hours worked including overtime to a maximum of forty (40) will be included.

For purposes of determining a part-time employee's entitlement to Statutory Holiday pay, all paid time off shall be counted as hours worked.

Where the Employer or the Union are aware that the taking of vacation has reduced the Statutory 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.

6.4 Pay for Work on Holiday

Any employee entitled to Statutory Holidays with pay, if required to work on such a day, shall receive in addition to their regular pay, two (2X) times their regular hourly rate for each hour worked on said holiday.

6.5 In a week in which one (1) Statutory Holiday occurs, the **work week shall be reduced to four (4) days.**

In a week which two (2) Statutory Holidays occur, the work week shall be reduced to three (3) days.

6.6 All time worked in excess of such reduced work weeks shall be compensated for at time and one half ($\frac{1}{2} X$) of the employee's regular rate of pay.

6.7 ***The Employer will schedule all employees to work on Statutory Holidays on a fair rotation basis.***

Article 7 – Wages

7.1 Basic hourly rates of pay and job classifications in Appendix "A" attached hereto and made part of the Agreement, shall remain in effect for the term of this Agreement.

7.2 Any employee now receiving a wage rate above the minimum wages set forth in Appendix "A" shall not be reduced by the Employer, by reason of the signing of this Agreement.

7.3 Creation of New Jobs and Departments

The Employer may continue with the present list of departments and establish new departments in accordance with the needs of the business, provided that the Employer shall notify the Union of the creation of new departments as soon as possible. The Employer shall establish a rate for those employees working in the new classifications and shall meet with the Union within thirty (30) days of the implementation of the new rates to discuss the matter. Should there be a disagreement with respect to the rate of pay, established by the Employer, that can not be resolved through the grievance procedure, then the matter shall be resolved pursuant to Article 18 of the Collective Agreement.

7.4 Additional Compensation

There shall be designated in each store, a Meat Manager (Head Meat Cutter) and an Assistant ***Meat Manager (Assisfant Head Meat Cutter)***. In stores where a Delicatessen Department, as such, is established, a ***Deli*** Manager and ***an Assistant Deli Manager*** shall be designated. ***In stores where a Fish Department, as such, is established, a Fish Manager shall be designated.*** The foregoing positions are ***full-time*** jobs.

a) Assistant Meat ***Manager (Assistant Head Meat Cutter)***

There shall be appointed an Assistant ***Meat Manager (Assistant Head Meat Cutter)*** in the Meat Departments of all Company stores who will be paid the rate as set out in Appendix "A" of this Agreement.

b) Delicatessen Department Manager

An employee responsible for the operation of the Delicatessen Department will be paid the rate as set out in Appendix "A" of this Agreement. No Delicatessen Department Manager will receive a reduction in pay by reason of this provision provided the same, or substantially the same, job responsibilities are continued.

c) **Assistant Deli Manager**

There shall be appointed an Assistant Deli Manager in the Delicatessen Department of all Company stores who will be paid a premium of one (\$1.00) dollar per hour.

d) Fish Department Manager

An employee responsible for the operation of a Fish Department, as such, will be paid the rate as set out in Appendix "A" of this Agreement. No Fish Department Manager will receive a reduction in pay by reason of this provision provided the same, or substantially the same, job responsibilities are continued.

e) Chinese Kitchen **Manager**

An employee responsible for the operation of the Chinese Kitchen will be paid the rate as set out in Appendix "A" of this Agreement.

7.5 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 *eighty-five (\$0.85) cents per hour or the applicable Manager rate whichever is greater 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 Cuffer*) *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:

1. 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;

2. The *Assistant Meat Manager* (Assistant Head Meat Cutter) *and/or the Assistant Deli Manager* is relieving the Meat Manager (*Head Meat Cuffer*) *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 Cuffer*) *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.

- 7.6 There shall be a regular weekly pay day and further the employee shall be given a statement showing pay period covered, gross earnings, and all deductions.

7.7 Credit for Previous Comparable Experience

New employees will be classified according to previous comparable experience. New employees, having previous comparable experience, may be paid a lower scale of wages than their experience calls for, but not less than the minimum rate established by this Agreement for a period not to exceed thirty (30) days from the date of employment. This thirty (30) day period may be extended by mutual agreement between the Union and the

Employer for the purpose of enabling an employee, or the Employer, to obtain confirmation of claimed previous experience.

Providing the employee's services are retained, then after a thirty (30) day period, or such extended period as mutually agreed upon, they shall receive any difference between their rate of pay, and the rate for which their experience qualifies them. It is further understood that the rate paid retroactively shall not apply to the first two (2) calendar weeks.

New employees shall receive written notification *advising them of the requirements to qualify for previous experience credit. Once per month, the Company will provide to the Union a list that includes the names of employees who have been granted credit for previous experience and their wage rate. The Union shall have thirty (30) days from receipt of such notice to challenge the amount of credit given or not given. No* consideration shall be given to any disagreement pertaining to the credit for previous experience if presented later than fifteen (15) days following completion of the employee's probationary period, unless extended by mutual agreement between the Union and the Employer, provided the Employer has:

1. Provided the employee with a new employee letter provided for in Article 3.2 of this Agreement not later than two (2) weeks from the date of employment.
2. Provided the employee with a written notification *advising them of the requirements to qualify for previous experience credit.*

3. Provided the Union with a *list that includes the names of employees who have been granted credit for previous experience and their wage rate.*

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

7.8 Float Staff

The primary purpose of the *Float Staff* is to provide vacation relief for full-time Meat Cutters and Meat Clerks (*Wrappers*). In addition, when possible, the *Float Staff* will provide relief for unscheduled absences due to sickness or injury and will make employees available to stores requiring extra shifts due to unexpected additional sales.

The *Float Staff* will consist of full-time employees in the Meat Cutter and Meat Clerk classifications who have applied by seniority for the positions with the following exceptions:

1. Meat Managers.
2. Assistant *Meat Managers*.
3. Employees who are left on, placed on, or taken off of the *Float Staff* by mutual agreement between the Union and the Company.

Top rate Meat Cutters and Meat Clerks will be paid a premium of seventy-five (\$0.75) cents per hour for each full hour worked on the float pool.

Employees wishing to be placed on the Float Staff can apply in writing to the Human Resources Department, and as vacancies arise, their applications will be filled in order of seniority. Should there not be enough employees who apply the most junior capable full-time employees will be assigned to the float staff.

Employees wishing to come off the Float Staff must give thirty (30) days written notice to the Company with a copy to the Union. Should there be a suitable replacement available, this employee will be placed in a store at the discretion of the Company. The Union will be advised of the placements.

The Company will determine the number of positions on the Float Staff and may adjust the numbers due to operational requirements. Should the Company reduce the number of employees on the Float Staff, the most junior employee will be the first to be removed.

Upon being assigned to a store, Float Staff employees will be scheduled in accordance with the Collective Agreement.

Should the need arise for a Float Staff for other classifications, the same guidelines above will apply.

Should the Company encounter any unforeseen problems with the above system, the Union agrees to meet with the Company to resolve the issue.

Article 8 – Leaves of Absence

8.1 Funeral Leave

In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay to attend the funeral, or to attend to other arrangements, at the time of bereavement. The length of such absence shall be at the discretion of the Employer. The term “immediate family” shall mean spouse, parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, grandchild, aunt, uncle, niece and nephew, or any relative living in the household of the employee.

Notwithstanding the foregoing, if the death is a case of spouse, father, mother or child, the employee shall be entitled up to one (1) weeks leave of absence with pay at the time of bereavement. It is understood that in the case of a part-time employee, the compensation shall be at the average hours worked during the preceding four (4) weeks.

An employee’s day off will not be used to circumvent funeral leave.

8.2 **Time Off For Union Business**

The Employer agrees that employees chosen to attend Union conventions and conferences or participate in negotiations involving the Employer shall be given time off without pay. The number of employees, in excess of three (3), in the area covered by this Agreement, to be

granted leave of absence for these purposes shall be by mutual agreement between the Employer and the Union.

An employee, not to exceed three (3) elected or appointed to a full-time job with the Union shall be granted a leave of absence 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 employee shall notify the Employer at least one (1) week in advance of the date of the commencement of such leave of absence as provided **above** and further the employee shall notify the Employer one (1) week in advance of their intention to return to work.

Shop Steward Training Seminars

The parties agree that Shop Stewards may be absent from work on two (2) occasions per year for the purpose of attending training seminars sponsored by the Union. The Union agrees to limit participation in the seminars to one (1) employee per department in each store.

The Union agrees to give the Employer three (3) weeks notice of such seminars and further agrees that the leaves of absence requested for the employees participating in these seminars will be for weeks which do not contain a Statutory Holiday and for days of the week which are not a Friday, Saturday or Sunday.

The Company will pay the employees who attend the seminar and will be reimbursed by the Union.

- 8.3 Employees with one (1) year 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 (with a copy to the Human Resources Department). If the request is refused, the employee shall be so advised as to the reasons for the refusal in writing. The Union will receive a copy of this letter.

Applications for leave of absence must be submitted in writing **at least sixty (60) days** prior to the period for which leave is intended. ***If 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 above.*** The employee shall be advised of the Employer's answer within fifteen (15) days of the request. Compassionate leave to employees will be dealt with on an individual basis.

Personal leaves will not be considered for circumstances covered by any other leave of absence provision in the Collective Agreement.

8.4 Leave for Parents

Maternity Leave

Employees may 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 the 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 time 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 who are granted a maternity leave will be responsible for the full cost of continuing the Company's benefit plan.

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 and/or parental leave), shall give the Employer two (2) weeks notice of date of return.

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.

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 adoption, after the child comes into the custody of the employee.

Employees who are granted a parental or an adoption leave will be responsible for the full cost of continuing the Company's benefit plan.

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

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

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

8.5 Educational Leave

Full-time employees with **two (2)** or more years 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 applications:

1. An employee who wishes to make application for an educational leave of absence shall submit his/her request in writing to the Human Resources Manager with a copy to the Store Manager and a copy to the Union Office.
2. The employee must have made application to attend an accredited educational institution.

3. Such leave will be granted on a one (1) time only basis for each employee.
4. A maximum of two (2) employees who work in the Employer's stores covered by this Agreement will be allowed to be on an educational leave at any one (1) time.
5. Notwithstanding the foregoing, the Employer may grant educational leaves of absence which exceed the maximum set out above.
6. During the period of educational leave the employee may choose to prepay their full-time benefits.
7. The absence of a full-time employee on an educational leave will not create a full-time vacancy for the purpose of Article 11 – Seniority.
8. Leave of absence will terminate should the employee cease to attend the institution for which the leave was granted.
9. All educational leaves of absence will be approved at the Employer's discretion.
10. An employee shall be returned to his/her former classification at the completion of his/her leave of absence.
11. ***Employer (other than Canada Safeway) sponsored training programs do not qualify for educational leave.***

8.6 An employee who receives an approved leave of absence shall:

1. Continue to accumulate seniority, and
2. Not suffer an interruption in service relative to their vacation eligibility.

Employees shall not work during leaves of absence, except as provided in Article 8.2 above. Any employee failing to return at the end of any leave of absence may be terminated.

8.7 *For employees on approved Funeral Leave and Personal Leave, the Employer will pay for all Company benefits for which the employee qualifies for the first thirty (30) days of the approved leave of absence.*

8.8 *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 Company 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 9 – Jury Service

9.1 Jury Duty

An employee summoned to jury duty or subpoenaed as a witness shall be paid the difference between the amount paid for such service and the amount of basic wages they

would normally have earned had they been scheduled to work on such days. The employee shall report for work when not required by the court providing there is not less than two (2) hours remaining in their normal work shift. Time worked on the job in excess of eight (8) hours combined with such service and time worked on the job in one (1) day shall be considered overtime and paid at applicable overtime rates.

In order to be eligible for the foregoing benefit, an employee must notify the Store Manager, as soon as possible after receipt of notice, or selection for jury duty, or after receipt of subpoena to appear as a witness.

Article 10 – Health and Welfare and Sick Leave

10.1 The Employer agrees during the term of this Collective Agreement to make available the following benefits or similar benefits as mutually agreed upon between the Union and the Employer to eligible employees regularly working full-time:

- 1) A.H.C.I. or such other medical plan that will provide similar benefits.
- 2) Group Life Insurance and Weekly Indemnity benefits.
- 3) Effective November 1st, 1984, the Company will provide a supplementary health service plan, which includes prescription coverage of eighty (80%) percent through a drug reimbursement plan.

- 4) A vision care plan to eligible employees which provides reimbursement up to **one hundred fifty (\$150.00) 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.

5) Hearing Aids

Effective January 1st, 1996, the Employer will provide a hearing aid plan for employees already receiving the Group Insurance Package and their dependents. The benefit will be three hundred fifty (\$350.00) dollars every four (4) years.

The Employer shall pay one hundred (100%) percent of the cost of the above listed benefits.

Weekly Indemnity payments to be in the amount of seventy (70%) percent of the straight-time weekly wage.

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.

Additional Understanding

The Company will supply the Union with copies of Group Insurance, Weekly Indemnity, Supplementary Health (including prescription drugs), and Vision Care Plans.

10.2 A regular full-time employee shall be considered eligible when they have completed thirteen (13) consecutive weeks of full-time employment with the Employer. All eligible employees must enroll for these benefits as a condition of employment.

10.3 A full-time employee reduced to part-time shall be eligible for benefits to which they may be entitled under the plans referred to in Section ■ above.

A regular full-time employee having accumulated sick leave credits and who is reduced to part-time status 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.

10.4 Group Life Insurance and Weekly Indemnity

The Company agrees to make available to regular full-time employees who have completed thirteen (13) consecutive weeks of full-time employment, Group Life Insurance and Weekly Indemnity Benefits as described in the booklet, "Group Insurance Benefits for Your and Your Dependents – Canadian Plan – Canada Safeway Limited and Affiliated Companies".

It is understood all the rules of the plan shall apply.

The Company shall advise the Union of any amendments to the plan as they occur.

Weekly Indemnity benefits shall be paid commencing on:

The first day of hospitalization due to non-occupational accident or sickness or where no hospitalization is

involved, the four (4th) day of absence due to sickness or accident, with a twenty-six (26) week benefit period.

Health and Welfare Benefits: Part-Time Employees

A part-time employee, other than a student or seasonal employee, who has worked an average of thirty-two (32) hours per week for thirteen (13) consecutive weeks will be eligible for the following coverage:

- 1) 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 of average weekly earnings.
- 2) Alberta Health Care.
- 3) Effective November 1st, 1984, the Company will provide a supplementary health service plan, which includes prescription coverage of eighty (80%) percent through a drug reimbursement plan.
- 4) A vision care plan to eligible employees which provides reimbursement up to **one hundred fifty (\$750.00) 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.

5) Hearing Aids

Effective January 1st, 1996, the Employer will provide a hearing aid plan for employees already receiving the Group Insurance Package and their dependents. The benefit will be three hundred fifty (\$350.00) dollars every four (4) years.

- 6) Part-time employees who, at March 14th, 1993, were qualified for the Group Benefit Package will retain benefits held and will maintain eligibility for group benefits, unless voluntarily restricting their availability, even though their hours per week average less than thirty-two (32) hours over thirteen (13) consecutive weeks.

Part-time employees who after March 14th, 1993, qualify for the Group Benefit Package will lose those benefits or pay one hundred (100%) percent of the cost of benefits if they do not maintain an average of thirty-two (32) hours per week for thirteen (13) consecutive weeks.

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

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

Effective November 7th, 1988, a part-time employee who voluntarily restricts their hours and, consequently, 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.

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.

- 10.5 The Employer agrees to advise the Union in writing of the Company's Weekly Indemnity and Group Insurance Plan for all eligible employees covered by this Agreement, and of such changes as may be made from time to time.
- 10.6 Should a Government institute legislation to the effect of which it is to supplement or overlap existing benefits, the parties signatory to this Agreement agree to immediately discuss modifications of the present benefits so that the total costs of the combined plans will be limited to the level outlined in this Agreement, such change to be effective as of the date the plan is altered due to the above-mentioned legislation.
- 10.7 a) Full-time employees shall accumulate sick leave credits at the rate of four **(4)** hours for each full *calendar* month of employment up to a maximum of two hundred eight (208) hours. Credits shall accumulate only on full-time employment following the completion for thirteen (13) consecutive weeks full-time employment eligibility period.

- b) The Employer may require the employee to provide a doctor's certificate verifying any absence due to disability.
- c) The Employer shall apply any accumulated sick leave to absence due to sickness not covered by insured Weekly Indemnity benefits (or similar benefits) and shall 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.
- d) Employees, if found abusing this privilege, shall be disciplined by the Employer. In such cases, the Employer may discontinue or reduce the benefit of the employees. However, such cases shall be subject to the grievance procedure.
- e) If an employee retires on pension, is permanently laid off or is totally disabled due to occupational accident, injury or illness as recognized by the Workers' Compensation Board, they shall be paid unused accumulated sick leave credits.
- f) ***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.

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.

- g) The Employer agrees to comply with Provincial Legislation which applies to the accommodation of disabled employees. The Union and the Employer agree to review together, on an individual basis, the cases of employees who become disabled and are unable to perform their regular job duties.
- h) An employee's sick leave credits will be shown on their pay stub.

10.8 Full-time employees qualified for compensation from the Workers' Compensation Board shall, in addition to the amount received from the Workers' Compensation be paid monies to a maximum of one hundred (100%) percent of their straight time earnings based on the employee's regular contract rate, for the first three (3) days, and to a maximum of seventy-five (75%) percent thereafter, if Workers' Compensation does not pay seventy-five (75%) percent of the employee's regular contract wages. Such payment shall continue while they are receiving the regular weekly payment from the Compensation Board. However, if it is determined by the Compensation Board the person shall not be capable of returning to their former job, then the Company shall subsidize their regular earnings on the foregoing basis up to a maximum of thirteen (13) weeks from date of accident.

10.9 Physical Examinations

Where the Employer requires an employee, or applicant for employment to take a physical examination, or related examinations, doctor's fees for such examinations shall be paid by the Employer. The first such examination shall be taken on the employee's own time. Any examination which is a direct follow-up to the first examination shall be taken on the Employer's time without loss of pay.

Medical Report

The Employer agrees to pay the full cost for the report required by the Employer for Weekly Indemnity benefits to a maximum of twenty-five (\$25.00) dollars. The Employee shall either ask the doctor to submit an invoice to the Company or shall pay directly and upon presentation of a receipt will receive reimbursement as described above. The Employer will pay the reimbursement described above to a maximum of three (3) reports related to a specific claim.

The Employer agrees to notify the Union when the number of medial reports associated with one (1) claim exceed three (3). Upon request, the Employer and the Union will review the claim.

10.10 Long Term Disability

Effective January 4th, 1982, the Company shall implement a Long Term Disability Plan (L.T.D.) for those employees regularly working full-time. The cost of the plan shall be borne by the Company.

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

Benefits are payable monthly in arrears from the date the benefit period commences to age 65, the employee's retirement date at which he can retire on pension without actuarial reduction under the applicable pension plan, recovery or death, whichever first occurs, for both accident and sickness.

The total disability income is equal to fifty (50%) percent of base weekly earnings at the date of disability up to a maximum of **one thousand four hundred (\$1,400.00)** dollars per month. **For all disabilities occurring on or after March 16th, 2008, the amount will be increased to one thousand eight hundred (\$1,800.00) 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 (C.P.P.), Quebec Pension Plan (Q.P.P.), 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 CPP or the QPP are 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.

10.11 Alcoholism, Drug Abuse and Mental Illness

The Company recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment. An employee so affected shall:

- a) Recognize his/her obligation to seek recognized medical treatment when his/her illness has an adverse affect on his/her ability to satisfactorily perform the regular duties assigned to him/her, and
- b) Agree to faithfully maintain any course of recognized medical treatment or therapy prescribed for him/her.

If the employee does not respond to treatment within a reasonable period of time or the employee is unable to satisfactorily perform the regular duties assigned to him/her following treatment, the Employer shall have the right to terminate the employee subject to the grievance and arbitration procedure.

10.12 Employee Rehabilitation

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.

Article 11 – Seniority

11.1 Full-Time and Part-Time Status

- a) A full-time position shall exist for all purposes of the Collective Agreement when an employee has worked an average of thirty-six (36) hours per week for thirteen (13) consecutive weeks (exclusive of replacement hours caused by the absence of a full-time employee on W.C.B., W.I., L.T.D., or leave of absence to a maximum of six (6) months). Such full-time position shall be filled in accordance with Article 11.7.

Seniority for full-time employees shall be defined as length of continuous full-time service with the Employer in the Bargaining Unit.

- b) Part-time Status

A part-time employee is one who works fewer hours than those set out above. Seniority for part-time employees shall be defined as length of continuous service with the Employer in the Bargaining Unit.

- c) Seniority and Transfers

An employee requesting a transfer into another Safeway retail bargaining unit represented by UFCW 1118 and/or UFCW 401 Meat South shall do so in writing to the Human Resources Department with a copy to the Union. Should the request be denied, the employee will receive notification in writing,

When an employee requests a transfer into another Agreement area and the transfer is approved by the Company, such employee shall be placed at the bottom of the seniority list in the area to which the employee has been transferred.

When an employee is transferred into another Agreement area in Alberta from this Agreement area at the Employer's request, such employee's seniority in the area to which they are transferred shall be transferred with them.

An employee transferred from another province into *this* Agreement shall be placed on the bottom of the seniority list with the exception of Dawson Creek, Cranbrook and Fort St. John, British Columbia.

In the cases above, the employees will retain their original employment date and all earned benefits they have previously qualified for providing that not more than thirty (30) days has elapsed from their last day worked unless the employee received a pre-approved leave of absence. This will also apply to employees who relocate on their own to obtain employment with the Company and are rehired by the Company within ninety (90) days of their last day worked.

Before an employee is transferred to another bargaining unit or hired for the purpose of assuming the Department Manager position in that bargaining unit, and if such transfer or hiring will result in the lay off or reduction in hours of an employee in that bargaining unit, the

Union and the Employer shall meet and resolve the matter.

11.2 In layoffs, reduction to part-time and recall of full-time employees, seniority shall govern unless there is a less senior full-time employee whose qualifications and ability to perform the job are greater. Consistent with the foregoing, an employee whose status has changed from full-time to part-time shall be the first full-time recalled in their classification.

Full-time employees reduced to part-time status by the Employer will be placed at the top of the part-time seniority list in their classification.

A full-time employee who is laid off or fails to receive hours of work to which they are entitled according to the foregoing shall be compensated for the hours involved in any such violation at their regular rate of pay.

11.3 Recall Rights

Employees regularly working full-time who are laid off or reduced to part-time in accordance with the above provision shall be called to work in order of length of service provided:

- 1) They are capable of performing the work.
- 2) No more than ***nine (9)*** months have elapsed since the last day worked by the employee. A full-time employee who has been laid off can decline a part-time job without losing his/her seniority rights for a period of up to ***nine (9)*** months.

- 3) The Employer shall notify the Union if they cannot contact an employee with seniority by Registered Mail, and shall provide the Union with the last known address and telephone number of such employee in order to ensure that every endeavor has been made to call the employee to work. If the Union is unable to contact the employee within ten (10) working days immediately following receipt of advice from the Employer or if the employee is contacted and refuses the employment without proper and sufficient reason by the end of the ten (10) day period, the employee will be dropped from the Seniority List. The **nine (9)** months or the ten (10) days deadline, respectively, shall be extended if upon recall an employee is unable to report due to illness or accident. Any extension granted shall only be 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.
- 4) Such employee rehired within **nine (9)** months of their layoff shall retain their previous length of service for the purpose of this article.

11.4 No full-time employee shall have his/her hours reduced when a part-time employee is working hours in their store in their classification that the full-time employee could work if he/she is qualified; in which event the part-time employee shall have his/her hours reduced. The foregoing shall not limit the Employer in employing sufficient part-time staff to operate the various departments in an efficient manner.

11.5 Change of Status

The Employer changing an employee's status from full-time to part-time agrees that it will be done on the following basis:

Sixty (60) days to one (1) calendar year of service

One week's notice

One (1) or more years of service

One (1) weeks notice for each year of service to a maximum of three (3) weeks

11.6 1. a) 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.

Transfer 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.

b) 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.

2. 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, the reductions in hours worked by part-time employees will occur in the following order:
 - i) 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:
 - 50% from post-**March 17th, 1993**, employees
 - 50% from pre-**March 17th, 1993**, employees
 - b) The Employer may reduce hours set out *in* (a) above commencing the Sunday following the first week ending in which the affected store(s) weekly sales fall below the store's "20 weeks average" weekly sales figure.
 - c) When the hours of part-time employees increase in those stores previously affected by a competitor's opening, the weekly hours of work shall be restored to pre-**March 17th, 1993**, and post-**March 17th, 1993**, employees in the following order:

- 50% to post-**March 17th, 1993**, employees
- 50% to pre-**March 17th, 1993**, employees

- d) When a competitor's opening has resulted in a reduction in the weekly hours worked by a pre-ratification part-time employee, the Employer will, upon request of the employee and subject to acceptable solutions being found, transfer the employee so that they may increase their hours of work. The Union and the Employer will meet to discuss any application for transfer and determine a solution. Preference will be given to pre-**March 17th, 1993**, part-time employees who are working a weekly schedule of hours which is less than their base hours.

Application 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.

Hour reductions that occur within a specific scheduling group will be implemented in such a manner that no pre-**March 17th, 1993**, employee will be scheduled to work less than their base hours when other pre-**March 17th, 1993**, employees are working in excess of their base hours.

3) 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 pre-**March 17th, 1993**, senior employees from the closed store.

Additional weekly hours of work will be those that exceed those worked in the previous four **(4)** weeks of normal operation. Other pre-**March 17th, 1993**, employees who were working in the closed store will be transferred to a new home store in which they can exercise their seniority to work toward achieving their base hours.

When a pre-**March 17th, 1993**, part-time employee is transferred to another store, seniority will govern in the achievement of the employee's base hours.

11.7 Application for Full-Time Employment/Increase in Hours

Part-time employees who desire to become full-time employees or increase their hours of work shall inform the Employer, in writing with a copy to the Union. When a full-time position becomes available it will be filled by the most senior applicant in the respective classification provided that the senior applicant has the necessary qualifications and ability to perform the full scope of the job. All applications must be made on the understanding the employee will accept a work assignment in any of the Employer's stores within the area covered by this Agreement.

11.8 Part-Time Employees – Exercise of Seniority

A part-time employee with over **two (2)** years seniority whose hours of work are reduced to zero for more than four **(4)** consecutive weeks' shall be able to exercise their seniority over the most junior employee in the Bargaining

Unit in their own classification provided they have the necessary qualifications and ability to perform the required work.

11.9 An employee's seniority shall terminate upon the occurrence of any of the following events:

- 1) Employee voluntarily resigns or is terminated.
- 2) An employee who fails to return to work after lay-off in accordance with the recall procedure (Article 11.3 3.), the Employer reserves the right to temporarily fill the position until the recalled employee reports.
- 3) Employee has not been on the active payroll of the Employer for a period of six (6) consecutive months.

11.10 The Employer agrees to notify the Union prior to all layoffs, reductions to part-time, and recalls of employees. The Employer will provide notice of termination of an employee to the Union with seventy-two (72) hours (excluding long weekends). The Shop Steward will be notified the day of termination.

11.11 When two (2) or more employees are hired into the same job classification on the same date in the same Agreement area, the Employer shall designate the relative seniority on the date of hire.

11.12 The Employer will provide the Union with the following seniority lists on a quarterly basis, and also within three (3) days of a request.

- 1) Full-time Meat Cutters (including Head Meat Cutters, Assistant Head Meat Cutters and Apprentices).

- 2) Full-time Meat, Fish and Delicatessen Clerks.
- 3) Full-time Chinese Kitchen Cooks (including Chefs).
- 4) Part-time Meat Cutters.
- 5) Part-time Meat, Fish and Delicatessen Clerks.
- 6) Part-time Chinese Kitchen Cooks

11.13 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.***

11.14 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 Resource 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 Company.

When an employee transfers from one department to another, they will be given a trial period of one hundred sixty (160) 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.

Article 12 – Discipline and Discharge

12.1 No employee shall be disciplined, suspended or terminated without proper cause. Furthermore, any reprimands or disciplinary warning shall be given to the employee in writing and such employee shall retain a copy of same. Employees will be informed of the reason

for their reprimand, suspension or termination and the Union will be notified in writing of same.

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 the Union Steward, the employee may choose another member of the Bargaining Unit who is at work at the time to attend in place of the Union Steward.

Reprimands after twenty-four (24) months are not to be used in disciplinary proceedings.

- 12.2 In the event the employee or the Union feels that the suspension, reprimand or termination is not proper, the matter may be presented as a grievance pursuant to Article 17. Any grievance which is not presented within thirty (30) days after the occurrence of the event which gave rise to the grievance, or within fourteen (14) days of the last day worked in the case of dismissal shall be forfeited and waived by the aggrieved party.
- 12.3 In the event that an employee has been terminated without proper cause, they shall be reinstated and shall receive pay for time lost following termination and prior to reinstatement, in an amount sufficient to make up the difference between any monies received by that employee for other employment, and their full pay. In the case of a Head Meat Cutter, he/she may be reinstated as a Journeyman if mutually agreed to by the Employer and the Union or by the decision of a Board of Arbitration.
- 12.4 Each new employee will have a probationary period of one hundred sixty (160) hours worked. Termination of

any employee during the probationary period described above or any extended period mutually agreed upon under Article 7.7, shall not be subject to challenge by the Union or the employee under the terms of this Collective Agreement. The grievance procedure will not be applicable in such terminations.

- 12.5 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.

Article 13 – Severance Pay

13.1 Severance Pay on Closing of Store

In the event there is a permanent closure of a store, causing a regular full-time employee to lose their employment, the Company hereby agrees to pay such an employee severance pay at their regular rate of pay according to the following schedule:

Full-time Consecutive Service – Severance Pay

Up to two (2) years	One (1) week
Over two (2) years	One (1) weeks pay for every year of full-time service to a maximum of twenty (20) weeks.

This clause does not apply to a temporary lay-off; full-time employees who accept other full-time or part-time employment with the Company, or to regular full-time employees who lose employment and are reinstated within thirty (30) days to full-time status.

Employees who qualify shall not be entitled to the following benefits contained in the following sections pertaining to normal termination.

- 13.2 Termination notice to be given in writing to become effective from the date the employee receives such notice.
- 13.3 Employees regularly working full-time reduced to part-time who terminate or are terminated within three (3) months of the date of their reduction to part-time, shall be given whatever pay in lieu of notice they were entitled to immediately prior to the date of their reduction to part-time.
- 13.4 This section shall not be deemed to invalidate an employee's right under Article 17, Grievance Procedure.
- 13.5 Part-time employees upon termination by the Employer, except employees terminated for proper cause, shall receive notice or pay in lieu of notice pursuant to the Employment Standards Act of Alberta.

Article 14 – Vacations

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

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

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 14.9. 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).

14.2 Vacation will be taken in periods of not less than one (1) week’s duration.

14.3 Full-time employees shall receive their vacation pay at the rate of two (2%) percent of the employee’s total gross earnings for the previous calendar year or forty (40) hours at the employee’s regular hourly rate if greater. All time lost (up to thirty-one (31) consecutive days) because of sickness, occupational or non-occupational accident, all time absent on full-time vacation, paid General Holidays and all time

spent at meat cutter apprenticeship schools (assuming the employee returns to the Employer following the completion of his/her course) shall be considered as time worked for vacation purposes.

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.

- 14.4** *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%) of gross earnings.

- 14.5** *The time period from April 1st to September 30th of each year shall be considered the prime vacation period. Full-time employees with three (3) or more weeks of vacation entitlement may schedule 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 three (3) weeks*

(consecutively where operationally feasible) during prime time.

14.6 *In the cities of Calgary and Edmonton, vacation selection for Meat Cutters and Meat Clerks shall be as follows:*

All Meat Cutters and Meat Clerks shall be divided into three (3) groups designated as Red, White and Blue. Employees will select their weeks of vacation in order of their seniority within their colour group. All employees in one colour group will select their weeks of vacation allowed during prime time prior to the next group selecting their prime time vacations. To reduce the number of weeks necessary to complete the selection of vacation dates, the selection of non-prime time weeks will take place, by colour group, in reverse order to the selection of prime-time weeks. The selection process will not begin prior to August of the previous year.

The Company shall provide to the Union the number of employees allowed off each week, identify blacked out weeks, and any other weeks which have restrictions applied to them.

The order of selections will be as follows:

	2008		2009		2007/2010	
	<i>(Apr-Sept)</i>	<i>(Oct-Mar)</i>	<i>(Apr-Sept)</i>	<i>(Oct-Mar)</i>	<i>(Apr-Sept)</i>	<i>(Oct-Mar)</i>
Red	<i>1</i>	<i>3</i>	<i>3</i>	<i>1</i>	<i>2</i>	<i>2</i>
White	<i>2</i>	<i>2</i>	<i>1</i>	<i>3</i>	<i>3</i>	<i>1</i>
Blue	<i>3</i>	<i>1</i>	<i>2</i>	<i>2</i>	<i>1</i>	<i>3</i>

Should the number of employees in each group become unbalanced, the Company and the Union will meet to agree on a method of balancing the numbers. Should there be problems with the above system, the Company and the Union will meet no later than thirty (30) days after the request of either party to resolve the issues. Scheduling lists (Red, White, and Blue) and completed vacation schedules shall be supplied to the Union upon request.

14.7 *All departments, other than meat departments in Calgary and Edmonton, to schedule vacations as follows:*

- (a) Company seniority shall apply, provided it is operationally feasible, in preference for vacations within the store and scheduling group. Full-time employees are considered senior to part-time employees. Part-time vacation schedules will be completed following the selection by full-time employees by seniority.*
- (b) Vacation planners shall be posted by December 1st of the preceding year for both full-time and part-time employees. Employees shall be listed on the planner in accordance with their seniority. Full-time employees shall submit their vacation preferences for Management approval prior to January 31st. The Employer will make the final determination of assigned dates based on existing conditions, and post a completed vacation planner for full-time employees by February 28th.*

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

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.

- (c) Part-time employees with thirteen (13) or more years of continuous employment with the Employer will have the opportunity to schedule three (3) weeks time off during prime time.*
- (d) Any weeks that may become available in any of the departments shall follow the above selection process.*
- (e) All other full-time unscheduled vacation will be scheduled at the Employer's discretion after a discussion with the employee and no less than four (4) weeks notice.*

(f) *When a Statutory Holiday occurs during an employee's vacation, the employee will be entitled to an extra day's vacation.*

14.9 *A part-time employee proceeding to full-time employment will be credited with the number of hours accumulated during the employee's continuous service with the Company as a part-time employee and provided the employee's service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours of a regular full-time employee to establish the appropriate yearly credit for future vacation entitlement as provided above.*

14.10 *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.*

Article 15 – Working Conditions General

15.1 Injurious Work Requirements

If an employee believes the amount of work they are required to perform is in excess and over what is required from the rest of the staff in the same classification, the question shall be referred to Article 17 – Grievance Procedure.

If an employee believes the work they are required to perform will result in an occupational accident or injury to

them, the question will be referred to Article 17 – Grievance Procedure.

- 15.2 a) A Joint Labour Management Safety Committee consisting of representatives of the Employer coming under the same Collective Agreement and the Union shall be established, and such Safety Committee shall operate consistent with regulations of and with the assistance of the Safety Branch of the Workers' Compensation Board.

The Company agrees to establish a Retail Meat Advisory Committee to provide genuine employee input into the successful running of the Meat Department.

The Committee's focus will be to provide positive and constructive input to matters affecting the Meat Departments and establishing good two-way communication between Management and employees.

The Committee structure will be as follows:

- i) Up to six (6) members chosen by the Union,

And

- ii) Up to six (6) members chosen by the Employer (Company participants will include individuals familiar with meat programs).

The Committee will meet no less than two (2X) times per year.

- 15.3 The Employer agrees to provide suitable space for posting Union notices in the Meat Department, which notices shall first receive approval of Management. The Employer agrees to promptly post such notice.

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

- 15.4 *For Meat Cutters*, the Employer shall furnish and launder smocks, cotton aprons *and* lugger coats for each employee.

For Meat, Fish and Deli Clerks, the Employer will furnish a choice of either a vinyl or cotton apron for each employee. Employees choosing to wear a cotton apron will be responsible to maintain the apron in a clean and presentable condition. Employees choosing to wear a vinyl apron will leave the apron in the store to be sanitized as needed. Replacement of such aprons will be at the discretion of the Employer.

Appropriate coats will be provided for employees when working in holding coolers or freezing units or under any other conditions mutually agreed upon between Employer and Union. The number of coats supplied shall be determined by the Employer. It has been further agreed rubber boots will be provided for clean up operations of the meat department.

It is understood and agreed that all such wearing apparel is the property of the Employer and shall not be removed from the premises of the Employer. *As an exception to the foregoing, cotton aprons worn by Meat, Fish and Deli Clerks may be removed from the premises of the Employer.*

For employees who are actively employed and who were employed as of February 26th, 2008, the Employer will provide uniform shirts within six (6) months of February 26th, 2008, on the following basis:

- i) Two (2) shirts to full-time employees.*
- ii) One (1) shirt to part-time employees.*

For employees hired after February 26th, 2008, the Employer will provide uniform shirts at the time of hire on the following basis:

- i) Two (2) shirts to full-time employees.*
- ii) One (1) shirt to 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.

- 15.5 The Employer agrees that he will fully comply with any law requiring that employees be given time off to vote.
- 15.6 The Employer agrees to display either the official Union Market Card or Decal of the United Food and Commercial Workers in a location where it can be seen by the customers. The size of such cards or decals shall be first approved by the Employer.
- 15.7 It shall be the duty and responsibility of both the employees and the Employer to co-operate and ensure that the tools, equipment, utilities and conveniences used by the employees are maintained in good and safe condition. Employees shall refrain from misusing or defacing them and any conduct which would render unsanitary any such equipment, utensil or convenience.

The Employer further agrees to furnish and supply each employee with the proper tools and equipment that are required to perform their duties. Such tools and equipment shall remain the property of the Employer, and further, such tools and equipment must remain the property of the Employer, and further, such tools and equipment must remain at all times on Company premises.

- 15.8 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 the 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 Company policy which presently amounts to thirty-six (\$0.36) cents per kilometer. It is also understood that this amount may be changed from time to time according to Company policy.

- a) Employees desirous of being located in a certain area covered by the jurisdiction of this Collective Agreement shall make such desire known to the Company in writing; should openings occur in such areas, employees who have made such a request shall be given first opportunity to fill such vacancy.

The Employer agrees to give an employee one (1) week's notice of transfer from one store to another. The foregoing notice will not **apply** when an employee is asked to transfer immediately to fill a vacancy created by the unplanned absence of another employee.

15.9 Harassment

The Union and the Company agree that the workplace should be free of harassment, as defined by the Company Policy-Harassment and applicable legislation. The Company and the Union will cooperate with each other in preventing and eliminating harassment.

The above is subject to Articles 17 and 18 of the Collective Agreement.

The Union and the Company agree that directing the workplace is not a form of harassment.

15.10 No employee shall be permitted to take invoices or any other records away from the premises. Any employee who violates this sub-section shall be disciplined by use of the same penalties set out in Article 5.5 respecting the recording of all time worked.

15.11 Union Store Visits

Duly authorized full-time representatives of the Union shall be entitled to visit the store for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented.

An interview of an employee by the Union Representative shall be permissible after first contacting the Store Manager or in his absence the person in charge and shall:

- a) Not interfere with the employee's work. However, if it is not practical to discuss the matter while the employee is working, then such interview shall:
- b) Be carried on in a place in the store designated by the Manager.
- c) Be held whenever possible during the lunch period. However, if this is not practical:
- d) Be during the regular working hours. Time taken for such an interview in excess of five (5) minutes shall not be on Company time unless with the approval of Management.
- e) Be held at such times as will not interfere with service to the public.

15.12 Union Representatives and Shop Stewards (on their own time) shall be permitted to review the Hours of Work Schedules and Time Cards and in the event of any discrepancies, they shall be presented under Article 17 of this Agreement.

15.13 Shop Stewards

1. Shop Stewards may be elected or appointed by the Union from time to time and the Employer will be kept informed, by the Union, of such elections or appointments.
2. Complaints and grievances, of a minor or emergency nature, may be submitted verbally by the Shop Steward to the designated representative of the Employer prior to processing in the manner outlined in Articles 17 and 18 of the Collective Agreement.
3. The Shop Steward may raise grievances and complaints with the Store Manager/Store Supervisor or, in his/her absence the Assistant Store Manager at a time suitable to both parties, which may include time during regular working hours.
4. When a Shop Steward is investigating a complaint or grievance on Company time, he/she will first notify the Store Manager/Store Supervisor or Assistant Store Manager and the actual time chosen for the investigation of the complaint or grievance must be acceptable to the Employer. The length of time involved in investigating a complaint or grievance, on Company time, will be that considered reasonable by both the Shop Steward and Store Manager.

5. It is agreed that the Shop Steward and the Store Manager will make every effort to resolve the complaints and grievances as quickly as possible.
6. It is also agreed that, as far as possible, the handling of complaints and grievances will be confined to such times as will not interfere with the operations of the department or service to the customers.
7. Each of the Employer's stores shall be limited to one (1) Shop Steward in the Meat Department and one (1) Shop Steward in the Deli Department.
8. Shop Stewards will not suffer discrimination with respect to any condition of employment (including transfers) by reason of their involvement in lawful Union activities.

15.14 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 employees 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.

Article 16 – Union’s Recognition of Management’s Rights

16.1 The Union agrees that the Management of the Company including the right to plan and direct and control store operations, the direction of the working force, the discharge of employees for proper cause are the sole rights and functions of the Employer. Those matters requiring judgment as to competency of employees are also agreed to be the sole right and function of Management, subject, however, to discharge of employees on grounds of alleged incompetence being processed under Articles 17 and 18 of this Collective Agreement.

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

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

Article 17 – Grievance Procedure

17.1 It is agreed that the employees covered hereby and/or their accredited representatives and Employer, all have the right to present grievances one to the other.

17.2 Grievances under this article refer to and mean any differences, disputes, or complaints arising over the interpretation, application, or meaning of the provisions of this Agreement. In such instances an earnest effort will be made to settle all matters promptly in the manner hereinafter outlined.

By the employee(s)

Step 1

The employee or employees concerned, with or without a Shop Steward in attendance, may first seek to settle the difference in discussion with the Department Manager.

Step 2

If the difference is not resolved satisfactorily in Step 1, it will be considered a grievance. If the grievance is submitted to the Store Manager or his/her designate, he/she must render a decision within five (5) working days.

Shop Stewards or Business Agents may be present in either Step 1 or Step 2 at the request of the affected employee.

Step 3

In the event that the reply in Step 2 is unsatisfactory to the griever, the griever may then submit the grievance to the Industrial Relations Department of the Employer providing this is done within five (5) working days after receipt of the answer of the Store Manager or designate in the second step.

The grievance shall be discussed by the Union Business Representative, or designated official and the Industrial Relations Manager, or designated representative.

Step 4

If no settlement is reached within fourteen (14) working days then the grievance shall be referred to arbitration as outlined in Article 18, below.

- 17.3 Grievances must be reduced to writing by the employee, or the Union, in order to be considered under Steps 3 and 4.
- 17.4 In the event the employee or the Union feels that the suspension, reprimand or termination is not proper, the matter may be presented as a grievance. Any grievance which is not presented within thirty (30) days after the occurrence of the event which gave rise to the grievance, or within fourteen (14) days of the last day worked in the case of a dismissal shall be forfeited and waived by the aggrieved party.
- 17.5 In the event that either the Employer or the Union on their behalf wish to process a grievance, such grievance shall be submitted by one party to the other, in writing, and shall be submitted within fourteen (14) days of the act causing the grievance.

The parties shall have fourteen (14) working days from the date of submission to reconcile any and all differences. If no settlement is reached within fourteen (14) working days then the grievance shall be referred to arbitration.

- 17.6 The time limits specified herein may be extended by mutual agreement between the Employer and the Union.
- 17.7 All settlements shall be final and binding on all parties concerned.
- 17.8 Nothing in the foregoing will preclude the Union from filing a grievance on behalf of an individual or group.

Article 18 – Arbitration

- 18.1 If a satisfactory settlement cannot be reached, or if the party on whom the grievance has been served, fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice, served upon the other, require submission of a grievance to a Board of Arbitration, or to a single arbitrator acceptable to both parties.
- 18.2 The Board of Arbitration shall be composed of three (3) members and shall be established in the following manner:
- a) Within twenty (20) days (excluding Sundays and Holidays) following receipt of notice to arbitrate, the Employer and the Union each shall select a representative to serve on the Board of Arbitration. The representatives so selected shall within fifteen (15) days (excluding Sundays and Holidays) meet and choose an additional person to act as Chairman of the Board of Arbitration.
 - b) In the event that the representatives of the Union and the Employer fail to agree upon a Chairman

within the fifteen (15) day period specified above, then either party may request the Minister, in writing, to appoint a Chairman.

- 18.3 Within fifteen (15) days of the selection or appointment of the Chairman, the Board of Arbitration shall sit to consider the matter in dispute and shall render its decision within fourteen (14) days following its first session.
- 18.4 No person shall serve on the Board of Arbitration who is involved or directly interested in the dispute under consideration. Grievances submitted to the Board of Arbitration shall be in writing and shall clearly specify the nature of the issue.
- 18.5 In reaching a decision, the Board of Arbitration shall not be vested with the power to vary, change, supplement, modify, alter, or amend this Agreement in any of its parts, but shall interpret this Agreement with respect to the issue.
- 18.6 All expenses of the Chairman of the Board of Arbitration shall be shared equally between the Company and the Union.
- 18.7 It is understood and agreed that the time limits as set forth herein may be altered by mutual agreement between the Employer and the Union.
- 18.8 The decision and findings of the Board of Arbitration shall be final, binding and enforceable on all parties.

Article 19 – Pension Plan

19.1 The Employer agrees to participate in and contribute to the Canadian Commercial Workers' Industry Pension Plan (C.C.W.I.P.P.).

19.2 a) Effective January 2nd, 2005, the Employer agrees to contribute to the Canadian Commercial Workers' Industry Pension Plan eighty-five (\$0.85) 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 the maximum of the basic work week), 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 work week.

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

b) Effective January 1st, 2002, contributions paid with respect to part-time vacation pay shall be remitted on an annual basis within one (1) calendar month of part-time employees receiving their vacation pay.

It is understood that contributions paid with respect to part-time vacation pay shall only be made on

behalf of employees who are in the employ of the Company as of the date vacation pay is paid.

Contributions paid with respect to part-time vacation pay shall be based on the percentage of vacation pay paid under the applicable Collective Bargaining Agreement (e.g., 4%, 6%, etc.) of the hours worked in the previous year multiplied by the cents per hour contribution rate on the above effective date as indicated in 19.2 a) (e.g., an employee having worked or been paid for a thousand (1000) 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 (1040) hours).

- c) The above rates of contribution shall be in addition to any obligation which the Employer may have to the C.C.W.I.P.P. 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 weekly contribution for each employee, and the number of hours worked or paid according to the above a) to c), shall be forwarded by the Employer within the twenty-one (21) days after the close of the Employer's four **(4)** or five (5) week accounting period. The Employer agrees to pay interest at the

rate established by the Trustees on all contributions not remitted as stipulated above.

Article 20 – Retail Dental Plan

- 20.1 The Employer agrees to participate in and contribute to the Alberta Retail Meat Industry Dental Plan.
- 20.2 Effective the first of the Employer's four **(4)** week accounting period following March 19th, 2000, the Employer will contribute to the dental plan thirty-nine (\$0.39) cents per hour to a maximum of fifteen dollars sixty cents (\$15.60) per week for all hours paid by the Employer to members of the Bargaining Unit (hours paid shall include hours worked, vacation, General Holidays, sick days (not including Weekly Indemnity), jury duty, bereavement leave, etc.) up to a maximum of forty (40) hours per week.
- 20.3 The Employer and the Union agree to the original method of selection of Employer and Union trustees to administer the plan. It is agreed that the terms of the plan and its administration will be entirely the responsibility of these original trustees or their valid replacements, provided that the plan is administered consistently with this Collective Agreement subject to any applicable government law or regulation and with the intention of meeting all of the requirements for continued registration under the Income Tax Act of Canada. Subject to the foregoing, the Employer and the Union agree to be bound by the actions taken by the Employer and the Union trustees under the plan.

The hourly contribution rate which is paid by the Employer to fund the dental plan will not be paid on part-time vacation pay.

Article 21 – Education Fund

Effective January 1st, 1995, the Employer will contribute thirteen (\$0.13) cents per hour to the ***U.F.C.W. Local 401 Education and Training Fund***.

The contribution base will be those hours that are used for the remittance of dental contributions.

Article 22 – Successors and Assigns

This Agreement shall be binding upon the purchaser, or transferee as provided in ***the applicable*** section of the Labour Relations Code.

Article 23 – Non-Discrimination

23.1 The appropriate sections of the Alberta Labour Relations Code (as amended) and the Alberta Human Rights, Citizenship and Multiculturalism Act are hereby recognized.

Article 24 – Severability

24.1 If any part of this Agreement is rendered or declared invalid by reason of any existing or subsequently enacted legislation, valid government regulation or order, or by

decree of a court of competent jurisdiction, the invalidation of such part of the Agreement shall not affect or invalidate any of the remaining parts hereof, and the same shall continue in full force and effect.

Article 25 – Duration and Renewal

25.1 This Agreement shall be effective from **March 18th, 2007**, until **March 20th, 2010** and shall remain in force thereafter from year to year but either party may, 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 terminate such Agreement or to negotiate a revision thereof.

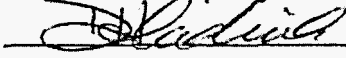



If notice to negotiate, following any notice to terminate, has been given by either party (prior to date of such termination) or if notice to amend has been given by either party, this Agreement shall not be altered until a new Collective Agreement is reached or a party lawfully strikes or locks out pursuant to the provisions of the Alberta Labour Relations Code.

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

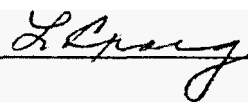
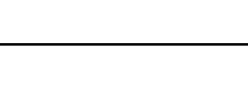
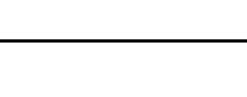

In witness whereof, the parties hereto have cause these presents to be executed.

Signed this **4th** day of **June, 2008**.

For the Employer:

For the Union:

Company Committee:

Dale Hladiuk
Jackie Hildebrand
Barry Mantz
Don Kehler

Bargaining Committee:

Lou Craig
Cindy Longay
Pennie Pelly
Lorraine Timm

This Agreement was ratified on February 26th, 2008.

Appendix "A"
Wages and Classifications

Meat Cutter Adjustment

All employees on the Journeyman Meat Cutter rate of pay at the commencement of the 3rd year of the Collective Agreement (i.e. September 13th, 1993) will receive a twenty-five (\$0.25) cent per hour adjustment.

Apprentices and those hired as at and after September 12th, 1993, must present the Employer with an Alberta trade ticket in order to qualify for the certified Journeyman or "with certificate" rates of pay.

1. 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 Company and the Union. The foregoing shall not apply when such work is performed while serving a customer and a Meat Cutter is not available.
2. 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.
3. Meat Clerks shall not be required to lift in excess of thirty-five (35lbs) pounds at any one time during the performance of their duties.

4. 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 Company shall advise the Union. Upon request of the Union, the Company shall meet with the Union to discuss the additional premiums or other incentives prior to the implementation.

Appendix "A" – Wage Scales

Hours	CURRENT	March 2nd, 2008	March 16th, 2008	March 15th, 2009
9500	\$19.59	\$19.84	\$20.09	\$20.34
10000 +	\$20.30	\$21.10	\$22.00	\$22.95

MEAT CUTTERS - POST-June 21st, 2003					
Hours – Pre- February 26th, 2008 Employees	Hours-Post February 26th, 2008 Employees	Current	March 2nd, 2008	March 16th, 2008	March 15th, 2009
5000	0	\$14.10	\$14.50	\$14.75	\$15.00
5500	500	\$14.60	\$14.85	\$15.10	\$15.35
6000	1000	\$15.10	\$15.35	\$15.60	\$15.85
6500	1500	\$15.60	\$15.85	\$16.10	\$16.35
7000	2000	\$16.10	\$16.35	\$16.60	\$16.85
7500 +	2500+	\$18.65	\$19.45	\$20.35	\$21.30

MEAT CLERKS- POST-June 21st, 2003					
Hours – Pre- February 26th, 2008 Employees	Hours-Post February 26th, 2008 Employees	Current	March 2nd, 2008	March 16th, 2008	March 15th, 2009
3000	0	\$10.40	\$10.65	\$10.90	\$11.15
3500	500	\$10.87	\$11.12	\$11.37	\$11.62
4000	1000	\$11.33	\$11.58	\$11.83	\$12.08
4500	1500	\$11.80	\$12.05	\$12.30	\$12.55
5000	2000	\$12.27	\$12.52	\$12.77	\$13.02
5500	2500	\$12.73	\$12.98	\$13.23	\$13.48
6000	3000	\$13.20	\$13.45	\$13.70	\$13.95
6500	3500	\$13.67	\$13.92	\$14.17	\$14.42
7000	4000	\$14.13	\$14.38	\$14.63	\$14.88
7500 +	4500 +	\$16.65	\$17.45	\$18.35	\$19.30

MEAT CLERKS - PRE-June 21st, 2003				
Hours	Current	March 2nd, 2008	March 16th, 2008	March 15th, 2009
9500	\$17.35	\$17.60	\$17.85	\$18.10
10000+	\$18.25	\$19.05	\$19.95	\$20.90

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

	Current	March 2nd, 2008	March 16th, 2008	March 15th, 2009
Meat Manager	\$22.27	\$23.07	\$23.97	\$24.92
Assistant Meat Manager	\$21.55	\$22.35	\$23.25	\$24.20
Deli Manager	\$19.50	\$21.30	\$22.20	\$23.15
Fish Dept. Manager	\$18.75	\$19.55	\$20.45	\$21.40
Chinese Kitchen Manager	\$18.25	\$19.05	\$19.95	\$20.90

Retroactive Pay

The Company agrees to pay retroactivity to all employees on the payroll of the Company on February 26th, 2008, as follows:

- 1. Employees at top rate will receive the corresponding first years eighty (\$0.80) cents per hour increase not including any adjustments for their classification 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. *Employees not at top rate will receive sixty (\$0.60) 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 Company” shall include all employees who are currently on vacation, authorized leave of absence, sick leave, injury leave, short-term disability, long-term disability, worker’s compensation, maternity leave or parental leave.*

Letters of Understanding

Between: Canada Safeway Limited
Alberta Division

And: United Food and Commercial Workers Union
Local 401

Letter of understanding #1 – Severance Resulting From the
Introduction of Counter Ready Meats (For Pre-Ratification
Employees Only (02/26/08))

Should the Company choose to introduce Counter Ready Meats in accordance with the Letter of Understanding regarding the Moratorium on Counter Ready Meats, Meat Managers (Head Meat Cutters), Assistant Meat Managers, and Meat Cutters who choose not to accept another job in the Company that may be offered to them at the rate of pay for that job, and provided they are on the payroll at the time of implementation, shall be paid severance in accordance with the following schedule. Employees on medical or parental leaves at the time Counter Ready Meat is introduced will be eligible for severance at the end of their leave.

Severance Schedule Pay-Out

Previous 52 Week Average Hours											
From	To	0 – 3.99	4 – 7.99	8 – 11.99	12 – 15.99	16 – 19.99	20 – 23.99	24 – 27.99	28 – 31.99	32 – 35.99	FT / PT > 36
\$17.00	Over	1,580	4,740	7,890	11,050	14,210	17,330	20,520	23,680	26,840	30,000
\$16.00	\$16.99	1,440	4,310	7,180	10,050	12,920	15,800	18,670	21,540	24,410	28,000
\$15.00	\$15.99	1,310	3,930	6,560	9,180	11,800	14,420	17,040	19,670	22,290	24,910
\$14.00	\$14.99	1,170	3,500	5,830	8,160	10,490	12,820	15,150	17,480	19,810	22,140
\$13.00	\$13.99	1,020	3,060	5,100	7,140	9,180	11,220	13,260	15,300	17,340	19,370

In addition to the above, employees receiving the severance who have been in the employ of the Company in the Bargaining Unit for twenty (20) continuous years or more will receive an additional enhancement in the amount of five hundred (\$500.00) dollars per year for each full year of service over twenty (20) years to a maximum of five thousand (\$5,000.00) dollars.

This entitlement is for pre-ratification **(02/26/08)** employees only.

It is understood that upon the introduction of Counter Ready Meat, all clauses pertaining to Meat Managers, Assistant Meat Managers, Meat Cutters, and the production of beef, pork, veal, and lamb will be deemed to be suspended unless the Counter Ready Meat initiative is abandoned. New language will be negotiated to reflect the new situation.

Letter of Understanding #2 – Moratorium on Counter Ready Meat

The Company will not introduce retail ready, fresh cut beef, pork, veal, or lamb into the Stores prior to March 16th, 2007.

2. Should the **proposed introduction of any** retail ready fresh beef, pork, veal, or lamb into the Stores after March 16th, 2007, **be likely to result in the displacement of any pre-February 26th, 2008, employees from their classification**, the Company shall give the Union **six (6) months** notice in writing.
3. The Company, Union, and employees agree to cooperate and resolve staffing issues in each Bargaining Unit.

Letter of Understanding #3 – Full-Time/Part-Time Ratios

Subject to the following, the Employer shall, for the duration of this Agreement, agree to maintain a workforce comprising full-time and part-time employees in the Meat Production and Meat Service Departments (delicatessen and fish departments) according to the following understandings:

A. Meat Production	Full-time employees	78.5%
	Part-time employees	<u>21.5%</u>
		100%
B. Service Departments	Full-time employees	30.0%
	Part-time employees	<u>70.0%</u>
		100%

CLARIFICATION

1. Those full-time and part-time employees shall be enumerated in the foregoing ratio.

Those full-time employees, enumerated above, will include:

- Full-time employees actually at work.
- Full-time employees who have been laid off and maintain recall rights.
- Full-time employees who are on leave of absence (e.g. Maternity, W.C.B., W.I., L.T.D., Vacation, Personal Leave).

Those part-time employees, who are enumerated above will include:

- Part-time employees actually at work.
- Part-time employees who have been laid off but enjoy recall rights.
- Part-time employees who are on leave of absence (e.g. Maternity, W.C.B., W.I., L.T.D., Vacation, Personal Leave).

2. The scope of the ratio in each of the two **(2)** operational areas (Meat Production or Meat Service Departments) shall be the Division.
3. The parties realize that there may be occasional, but not consistent, fluctuations in the ratio of full-time employees of up to -2% below the calculation in (A) or (B) above. **The**

parties agree that these ratios are a minimum and not maximum and that if all requests for full-time have been filled then the ratios may fall below the minimum.

4. The parties recognize that the foregoing Agreement, to maintain a full-time/part-time ratio, will not restrict the Employer from opening and operating New Departments which are significantly different in staffing requirements and are not currently not operated by the Employer. If it appears that the number of full-time employees, required to operate the New Departments, is less than that provided in (A) or (B) above, those New Departments and employees will be excluded from the calculation in (A) or (B) above, and will be dealt with in subsequent negotiations.

Letter of Understanding #4 – Deli Managers Bonus

Subject to Letter of Understanding #1, the Company will continue the Company Bonus Plan for Deli Managers and Meat Managers. It is understood that the terms and conditions of the Company Bonus Plan are at the discretion of the Employer.

Letter of Understanding #5 – 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.

Letter of Understanding #6 – 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.

Letter of Understanding #7 – Joint Training

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

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

Letter of Understanding #8 – 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.

Letter of Understanding #9 – Customer Service

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

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

Letter of Understanding#10 – Modified Work

Further to Article 10.12 the parties agree to the following steps:

1. Hold Joint Labour Management meetings as required to discuss the administration of modified work.
2. When there is a meeting with the WCB Case Manager, Safeway's Claims Specialist and the employee, the Union will be contacted and with the employees', approval be invited to attend the meeting.
3. **The** Company agrees to a process of sending an email to the Store Manager, to be forwarded by the Store Manager to the employee and the employee's immediate supervisor. The Union will be copied on the emails. The emails will outline the following:
 - a) Employee's name, department and store number.
 - b) The estimated time period for the modified work.
 - c) The restrictions (physical and time).

Letter of Understanding#11 – 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:

\$0.10 per hour, effective March 11th, 2007

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

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 20. 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.

Letter of Understanding #12 - Working While on Parental/Adoption Leave

The Company 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 8.4.

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

Letter of Understanding #13 – C.C.W.I.P.P. Stabilization Fund

- a) *Effective March 2nd, 2008, the Employer agrees to contribute to the Canadian Commercial Workers Industry Pension Plan Stabilization Fund, as established by the CCWIPP Trustees and approved by the Financial Services Commission of Ontario on January 1st, 2006, thirty-five (\$0.35) cents per hour retroactive to March 18th, 2007, until March 20th, 2010, for all hours worked or paid by the Employer to its employees in the Bargaining Unit including any overtime hours worked in a week (to a maximum of the basic workweek), vacation, General Holidays, sick days (not including Weekly Indemnity, LTD, or other similar indemnifications), jury, duty and any paid leave of absence required under the terms of the Collective Agreement.*

- b) *If for any reason the Stabilization Fund ceases to exist, the Company and the Union will negotiate in good faith to reach an agreement for an alternative structure that ensures the contributions contemplated by this Memorandum of Agreement will only be used by CCWIPP for the benefit of the employees covered by this Collective Agreement.*

Letter of Intent

Between: Canada Safeway Limited (the Employer)

**And: United Food and Commercial Workers Canada,
Locals 401 and 1118 (the “Unions”)**

**Re: The Establishment of a Jointly Trusteed Health and
Welfare Plan**

The parties agree to the establishment of a jointly trusteed health and welfare plan (The “Plan”) for the employees covered by the Retail Collective Bargaining Agreements (The “Retail Agreements”) covering the bargaining units for the retail grocery stores in the areas of Edmonton, Calgary, Hinton, Lloydminster, Camrose, Wetaskiwin, Red Deer, Grande Prairie, Banff, Canmore, Brooks, Medicine Hat, Taber, Lethbridge and Fort McMurray under the following conditions:

- 1. The Plan will provide benefits to employees who qualify for benefits under the current Retail Agreements.*
- 2. The Plan will replace or provide the following benefits (The “Plan Benefits”) currently provided by the Employer:*
 - a. Supplementary health services plan, which includes prescription coverage*
 - b. Weekly Indemnity*
 - c. Long Term Disability Insurance*
 - d. Group Life Insurance*
 - e. Vision Care Plan*
 - f. Hearing Aid Plan*

3. *Upon establishment of the Plan:*

 - a. *All clauses in the Retail Agreements pertaining to the Plan Benefits will be deemed to be removed from the Retail Agreements; and*
 - b. *The Employer will cease providing Early Retiree Benefits.*

4. *The Employer will make direct hourly contributions to the Plan for each hour that the Employer pays dental contributions under the Retail Agreements (“Contribution Hours”).*
5. *The hourly contribution rate will be calculated by dividing the Employers total cost of providing the Plan Benefits and Early Retiree Benefits for the years 2006 and 2007 by the total Contribution Hours recorded by the Employer for those two (2) years. For the purpose of the calculation, the Employer’s total cost of providing the Plan Benefits and Early Retiree Benefits shall include only:*
 - a. *The premiums paid by the Employer for the insured benefits; and*
 - b. *The claims costs, general administration costs, claims administration costs, profit to the provider, and consulting charges paid by the employer for the uninsured benefits.*
6. *Should the parties negotiate improvements to the Plan Benefits during the current round of Collective Bargaining, the Employer’s hourly contributions to the Plan will be increased proportionately.*

7. *The Employer agrees to make available to a consultant acceptable to both parties the information necessary to accurately determine the total cost of providing the Plan Benefits and Early Retiree Benefits for the years **2006** and **2007**. The cost of the consultant will be shared equally by both parties.*

The agreed consultant will be Benchmark Consulting.

8. *Hourly contributions will start to accrue on the date the Plan is established and will be forwarded to the Plan in regular installments. Each of these installments will be paid within twenty-one (**21**) days following the Employer's four (4) or five (5) week accounting period.*
9. *The Employer's contributions to the Plan will be held in a separate fund (The "Fund") to provide benefits only to employees covered by the Retail Agreements. It is understood that all administration and benefit expenses will be paid from the Fund.*
10. *The parties will establish the Plan within one (**1**) year of the February **26th**, **2008**, of all the new Retail Agreements. Existing benefits (as listed above in Paragraph **2**) will continue to be provided by the Employer until the Plan becomes established.*
11. *Upon the establishment of the Plan, the Employer's only responsibility in relation to the Plan Benefits will be:*
 - a. *To pay the hourly contributions described above;
and*

- b. To pay any costs incurred in relation to any legitimate benefit claims which arose prior to the establishment of the Plan.*

- 12. The Plan's Board of Trustees shall be comprised of two (2) representatives appointed by the Employer and two (2) representatives appointed by the Unions. Reasonable expenses of the Trustees will be reimbursed once the Fund has been established.*

- 13. The Board of Trustees shall have the power to hire a consultant and actuary and/or administrator, or such other professional, to advise the Trustees on the administration of the Fund. The cost of the said professionals shall be paid from the Fund.*


- 14. The Company agrees that the Unions may within forty-five (45) days of being in receipt of the consultant's report elect not to proceed with the Plan and instead maintain the Company provided benefits as negotiated in the current Collective Agreements.*

Signed this **4th** day of **June, 2008**.


For the Employer:

For the Union:









Company Committee:

Bargaining Committee:

Dale Hladiuk
Jackie Hildebrand
Barry Mantz
Don Kehler

Lou Craig
Cindy Longay
Pennie Pelly
Lorraine Timm

This Agreement was ratified on February 26th, 2008.