

Collective Agreement

Between:

**Sobeys Western Division
Calgary Branch and Peace River Branch
(Hereinafter Referred To As The “Company”)**

And:

**Teamsters Local Union 987 Of Alberta
Miscellaneous Employees
(Hereinafter Referred To As The “Union”)**

10059 (03)

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Article 1 – Purpose

WHEREAS the Company and the Union desire to cooperate in establishing and maintaining conditions which will promote and improve industrial and economic relations between the Company and its employees covered by this Agreement, and to provide methods for a fair and peaceable adjustment of all disputes which may arise between them, so as to secure full employment, uninterrupted operation and general stabilization of employment and industry.

The Union guarantees that its members will faithfully and diligently perform their respective duties for the Company, and will, at all times, carry out their individual responsibilities according to the regulations, methods and systems of the Company, provided that such regulations, methods and systems are not inconsistent with the provisions of this Collective Agreement.

Article 2 – Bargaining Agency

The Union is recognized as the Bargaining Agent for all employees, with the exception of office staff and those in supervisory capacity under the jurisdiction of this Agreement, and working in the Warehouse at Calgary.

Article 3 – Management Rights

- a) The Management of the branch and direction of the working force, including the right to hire, suspend or discharge for any just cause, to assign to jobs, to transfer employees within and without the branch, to increase or decrease the working force, to determine the products to be handled, produced or manufactured, the schedule of production and the methods, processes and means of production or handling, is vested exclusively in the Company provided that this will not be used for the purpose of discrimination against any employee or to avoid any of the provisions of this Agreement.
- b) Management personnel shall not perform duties of persons they supervise except in the event of an unscheduled absence of employees.

Article 4 – Deduction of Union Dues

- a) Upon request from the employee, the Employer agrees to deduct and pay to the Secretary-Treasurer of the Union, on or before the fifteenth (15th) day of each month, out of wages due to each employee, the Union dues and initiation fees of such employee.

In the case of new employees, the written request shall be required as a condition of continued employment, after the first thirty (30) days of employment.

Article 5 – Basic Work Week and Overtime

5.01 Basic Work Week

The basic workweek for all employees coming under this Agreement shall be:

- a) Forty (40) hours per week, consisting of five (5) eight (8) hour days or four (4) ten (10) hour days. Within shift and classification the Company will schedule two (2) consecutive days off for senior employees, one (1) of which will be Saturday, or Sunday. If that is not possible, then two (2) consecutive days off Monday to Friday on the basis of reverse seniority. The scheduling of staff shall be driven by operational requirements and customer service needs.
- b) When the Company identifies the requirement for a ten (10) hour shift it will be administered in the following manner: If this is a new position it will be posted and filled as per Section 12 (c) third (3rd) paragraph of the Collective Agreement. If it is a schedule change of a current position then it will be administered as per Section 12 (c) second (2nd) paragraph of the current Collective Agreement.
- c) The Company agrees to notify the Union no less than thirty (30) days prior to posting the first four (4) ten (10) hour shift for purpose of providing the Union with information on the installation.

Rest periods for ten (10) hour shifts; A fifteen (15) minute rest period will be given following the first two (2) hours worked. A half-hour (½) unpaid lunch break after four (4) hours worked, a second fifteen (15) minute rest period after six and one half-hours (6 ½). A third fifteen (15) minute paid break after eight and one half-hour (8 ½) from start time. Sick days and bereavement days will be paid as ten (10) hour days.

- d) The Company will endeavor to provide three (3) consecutive days off for employees working four (4) ten (10) hour shifts. However this may not be possible due to the requirements of efficient customer response or cost containment in which case the employee shall receive two (2) consecutive days off and one (1) other day off. The Company will provide to the Union its bona fide operational reasons for scheduling days off in these circumstances.
- e) The foregoing basic workweek shall not apply to Over-The-Road Drivers.

5.02 Overtime

- a) Hours worked in excess of those as set forth in (a) of this Section shall be compensated for at the overtime rate of time and one half (1½). Double (2x) time shall be paid for all hours in excess of three (3) hours overtime effective February 1st, 2001.
- b) All overtime shall be performed only after authorization by the Employer.
- c) Work performed on the second (2nd) day of rest will be paid at double (2x) time. All employees shall be guaranteed a minimum of ten (10) hours between shifts.
- d) In non-emergency situations overtime will be offered first (1st) to the most senior employee on shift working in the department where the overtime is required provided they have the qualifications to perform the overtime duties and have not completed their shift.

- e) If additional overtime hours are required they shall be obtained from the Overtime Availability list. If overtime is still required it will then be allocated in order of reverse seniority. Except in circumstances beyond the Employer's control, four (4) hours notice of required overtime shall be given. There shall be no split shifts.

5.03 Call Back

All employees called back to work shall be guaranteed four (4) hours work at the applicable overtime rate. Should the work be completed before the expiry of four (4) hours then other work will be assigned unless the employee elects to leave in which case they shall be paid only for hours worked.

5.04 Call In

Employees called in shall be guaranteed four (4) hours work at the applicable rate and shall also be paid only for those hours worked should they elect to leave prior to the expiry of the four (4) hours. Should an employee be called in for overtime prior to their regular start, the said employee shall be required to complete his regular scheduled hours unless mutually agreed otherwise and provided work is available.

5.05 Notification

The Employer shall notify employees of a shift delay no later than two (2) hours prior to the time the shift is scheduled to start. Notification shall be completed by the Employer with the Steward or other member present or notification may be delegated to the Shop Steward or other member. The responsibility to notify shall be deemed to be fulfilled if there is no answer or the response is an answering machine.

Should notification not occur prior to the time the shift is scheduled to start and the employee reports to work on time then he will be provided work and paid from his shift start time and will be allowed to complete his regular shift unless the employee elects to leave in which case he will only be paid for time worked, if any.

5.06 Part-time Employment

The Company may employ part-time employees under the following conditions:

- a) To supplement the regular work force, to provide additional help on an incidental basis to cover peak work periods, and other such times as necessary such as vacation relief;
- b) Providing that the part-time employee will not take the place of a full-time employee;
- c) Each part-time employee shall, as a condition of continuing employment, pay each month Union dues in accordance with Section 4 of this Agreement.
- d) Each part-time employee under the condition of Clause 1, shall not:
 - 1) Accrue seniority rights;

- 2) Be entitled to benefits normally granted other employees;
- 3) Be guaranteed a minimum of hours per week. When a part-time employ, maintains an average of thirty (30) hours per week or more for a period of twenty-four (24) consecutive weeks, a regular part-time position shall be deemed to exist. Regular part-time employees shall be entitled to the Group Insurance Benefit package provided by the Employer.
- 4) The Company agrees to re-organize and combine as many part-time positions as possible to create full-time positions provided operational requirements and customer needs are met. The Union may request a meeting with the Company to discuss the above.
- 5) Part-time employees will be employed under the classification and at wage rates as stipulated in Appendix "A".
- 6) Merit and ability being adequate senior part-time employees shall be given first (1st) opportunity to qualify as regular full-time employees. Seniority amongst part-time employees shall be determined by accumulated hours worked.

5.07 Meal Allowance

If non-emergency overtime of two (2) hours or more is not scheduled in advance, a meal allowance of five (\$5.00) dollars shall be paid.

Article 6 – Wage Rates

Attached and forming part of this Agreement is Appendix "A" Wage Scale and Classifications setting forth the wage rates and classifications for the employees covered by this Collective Agreement.

Article 7 – Higher Rate To Be Paid While Filling Vacancies

- 7.01** If the rate of pay for the job to which the employee is transferred is less than the employee's regular pay, the employee shall receive his own regular rate of pay.
- 7.02** If the rate of pay for the job to which the employee is transferred is higher than the employee's regular pay, the employee shall receive the higher rate of pay to the job to which he is temporarily transferred. This shall apply to all Drivers as well.
- 7.03**
 - a) Senior employees working the afternoon and night shift shall have the first (1st) opportunity to work the day shift during periods of illness or vacation, Workers' Compensation, or Weekly Indemnity, where possible under operating requirements, provided the individual is qualified and provided not more than one (1) individual per shift relieves on this basis.
 - b) Senior employees within the Warehouse will be given first (1st) opportunity to fill temporary positions.

- c) Based on operational and customer service requirements the Company agrees to fill vacant positions caused by WCB, STD and Vacation.

Article 8 – Vacations

8.01 Duration and Vacations Pay

- a) Regular employees shall be granted vacations as follows:
 - 1) Employees with one (1) year of continuous service or more, two (2) weeks' vacation with pay. (4%)
 - 2) Employees with three (3) years of continuous service or more, three (3) weeks' vacation with pay. (6%)
 - 3) Employees with eight (8) years continuous service or more, four (4) weeks' vacation with pay. (8%)
 - 4) Employees with thirteen (13) years of continuous service or more, five (5) weeks' vacation with pay. (10%)
 - 5) Employees with eighteen (18+) years of continuous service or more, six (6) weeks' vacation with pay. (12%)

Full-time employees will accrue the appropriate vacation pay based on their entitlement percentage of regular hours, overtime hours, General Holidays and vacation to a maximum of the percentage entitlement each week. Vacation pay shall not accrue on sick or "no time" hours.

Employees participating in a modified work program shall accrue vacation.

8.02 Vacation Scheduling

- a) Prime time vacation shall be granted in the months May through August.
- b) Vacation will be administered by providing each employee within a department a choice of two (2) weeks' vacation on the basis of seniority. Any additional vacation entitlement will be chosen on the same basis of seniority only after all employees have made their first (1st) choice by the deadline. The Company will allow three (3) employees on days, two (2) Grocery afternoons and two (2) employees on Produce afternoons to take vacation during prime time, and two (2) Delivery employees outside of prime time. The Company agrees to make every effort to allow an additional Driver off outside prime time provided operational requirements and customer service needs are met.
- c) The Employer retains the right to limit the number of individuals on vacation in any department,
- d) The vacation schedule will be posted two (2) weeks after completion.

- e) The Company agrees to allow employees to take individual days for vacation upon mutual agreement as well as amounts of less than one (1) day provided notification is given.

8.03 Vacation Relief

- a) Vacation relief employees shall assume the shift of the employees for whom they are replacing; or if being replaced with an PM shift employee shall assume that shift. The PM employee requesting to move to days will provide five (5) days written notice to Management. In all cases the employee will be paid the appropriate rate for duties performed.
- b) When an employee in the vacation relief classification fills in a higher rated position they shall be paid the higher rate for the entire shift including overtime hours.

8.04 Vacation Selection

- a) Prior to employees making their first (1st) and subsequent vacation selections for the calendar year any unused vacation will be chosen outside of prime time by employees who have unused vacation. This will be accomplished by seniority within department and occur between December 1st and December 7th of each year. The Employer will confirm with the employees their vacation selection has been granted.
- b) All employees within a department are required to make their first two (2) weeks' vacation choice before January first (1st) of the calendar year and any subsequent choice by February First (1st) of the calendar year.
- c) Vacation choices not made or any unreasonable length of time taken to make a choice will result in a loss of seniority for vacation purposes. Any vacation entitlement not chosen in any employee's vacation year may be scheduled by the Employer.

Vacation pay for Drivers entitled to two (2) weeks' vacation shall be paid on the basis of four percent (4%) of the employee's gross earnings and those entitled to three (3), four (4), five (5), or six (6) weeks' vacation shall be compensated on the basis of six percent (6%), eight percent (8%), ten percent (10%) and twelve percent (12%) respectively of their gross earnings.

- d) Employees leaving on vacation or lieu day will not be required to work overtime on their last day of work prior to proceeding on vacation.
- e) If the Company requests an employee to leave a shift prior to completion, vacation accrual will not be affected.
- f) Vacation pay requests in amounts less than one (1) day must be submitted to the Supervisor at the beginning of the employee's shift and approval granted by mutual consent.
- g) Individual days vacation will only be booked by mutual consent.

8.05 Corporate Vacation Schedule

As of date of ratification 1996, all new hires will be covered by the Corporate Vacation Schedule as set out below:

Service Years	Vacation Entitlement
1	2
3	3
8	4
16	5
23	6

Article 9 – General Holiday Occurring During Vacation

When a Statutory Holiday occurs during an employee's vacation, an extra day's vacation shall be granted if the holiday is one (1) which the employee would have received had the employee been working and shall be taken on the first (1st) day the employee would normally be returning to work or any day mutually agreed.

Article 10 – General Holidays

- a) The following shall be considered as General Holidays with pay:

New Year's Day	Labour Day
Family Day	Thanksgiving Monday
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	

- b) When a General Holiday is observed on a Saturday or a regular day or days of rest, another day or days shall be granted for the holiday, or pay given in lieu of holiday(s).

When an employee is granted another day for such holiday, unless otherwise mutually agreed, the day off will be scheduled as soon as practical to provide for the efficient operation of the Warehouse, in the weeks surrounding the week of the General Holiday. The Company will confirm the request within four (4) days. Requests shall be dealt with on a first come first served basis.

- c) Employees absent on their regularly scheduled workday before and/or after a holiday, shall not be paid for the holiday unless for injury or illness supported by a medical doctor's certificate.
- d) All work performed on a General Holiday shall be compensated for at one and one half (1½) times the employee's regular rate of pay, plus pay for the holiday. For employees whose normal day of work is Sunday, General Holidays occurring on Monday and worked will be compensated for by giving Sunday off in lieu of time worked on the Monday.

Article 11 – Premiums

- a) A shift premium of seventy (70) cents shall be paid to all employees (City Drive and City Tractor Trailer Drivers included) working afternoon and night shifts defined as follows: **An** afternoon shift shall be any shift that commences between the hours of 12pm and 10pm. A night shift shall be any shift that starts between the hours of 10 pm and 4am. Shift premium increase of \$0.05 per hour to \$0.70 per hour the first (1st) full pay period following date of ratification and an additional \$0.05 per hour effective the first (1st) full pay period following December 31, 2002. An additional \$0.05 per hour shall be paid effective December 31, 2003.

Company agrees to pay shift premium for all hours worked when an employee is called in early for their shift.

- b) Sixty-five (65) cents per hour shall be paid in addition to the employee's regular hourly rate to the designated Freezer ~~Man~~. Freezer premium will increase \$0.10 per hour to \$0.75 per hour effective the first (1st) full pay period following date of ratification. Effective the first full pay period following December 31, 2003, freezer premium will increase by \$0.05 per hour to \$0.80.

Article 12 – Seniority

12.01 Seniority List and Training

- a) There shall be one (1) Seniority List for Grocery **and** Produce and all provisions of the Collective Agreement shall apply to positions in those departments with the exception of Produce Receiving, Produce Forklift, Produce Receiver or other Perishable Receiver functions which will require prerequisite skills as required by Article 12(c) Job Posting. The Employer shall also determine who is allocated to relieve these positions. Seniority lists shall be posted quarterly. Administrative errors shall be communicated as soon as possible such that a corrective Seniority List can be posted.
- b) A random draw will be held to establish seniority dates for employees hired on the same date.
- c) When Warehouse individuals indicate a desire to become a Driver, the Company will provide work experience opportunities outside of the employees workweek on their time. Failure to complete the work experience program will not affect their current position.
- d) The Company shall provide Produce Training opportunities to Grocery Forklift and Grocery Receivers who express **an** interest in writing provided no more than one (1) employee is so employed at one (1) time and operational requirements permit.

- e) The Company shall pay a Training allowance of fifty (50) cents per hour for employees performing training duties. Employees who respond to the postings will be chosen based on seniority and will be the only employees eligible for the premium. This premium will only be paid for hours involved in training activities.

12.02 Probation Period

A probationary period of three (3) months shall apply in the case of each new employee, during which time seniority shall not apply, and such employee may be let go without reference to seniority.

After three (3) months' probation period, the employee shall be entitled to the rank of seniority as the date the employee becomes a full-time employee.

Employees who move from part-time status to full-time status shall serve a minimum of one (1) week's probation. Employees moved to full-time status during their three (3) month probation period shall continue in this probation provided that they serve at least one (1) week's probation as full-time.

12.03 Lay-off

Should a reduction in staff become necessary, the Company will retain senior employees, merit and ability being adequate. Any employee laid off will be offered an opportunity to return to work in order of seniority; merit and ability being considered.

12.04 Shift Change

In the event of a shift and or schedule change of one (1) hour or more, or where a job has been eliminated in its entirety, the senior employee affected by a scheduling change has the right to bump to any position their seniority allows with four (4) days notice to Management. Excluding Drivers.

12.05 Job Vacancies

- a) All Company vacancies at the branch shall be posted on the bulletin board as well as in ~~the~~ Warehouse.
- b) When job vacancies occur and the Employer requires replacements, or when the Employer creates new job classifications, they shall be posted within five (5) days of the vacancy and remain posted for four (4) days. All postings will be awarded on the basis of seniority provided ability is adequate. The results of such posting will be granted within three (3) days of the end of the four (4) days. Employees on vacation shall have the right to bid on postings upon their return. No job will be changed on a permanent basis unless it is posted for bids.

When a job change involves two (2) departments, overall seniority of bids will decide the posting. Temporary appointments shall be made in order of seniority, ability being adequate.

- c) If there is not a suitable applicant, the Company may transfer or promote any employee from any other department or hire a new employee to fill the job.
- d) A signed copy of all job postings shall be forwarded to the Union Office.

12.06 Loss of Employment and Seniority

- a) The seniority of an employee will be considered broken, all rights forfeited and the Employer is under no obligation to rehire when he:
 - 1) Voluntarily leaves the service of the Employer or is discharged for cause. However, any employee who accepts a position outside the Bargaining Unit shall maintain his seniority for thirty (30) days effective from the date of the move into the new position. During this period the employee may return to his position within the Bargaining Unit. At the end of thirty (30) days the employee loses his seniority and all rights and advantages provided for in the present Agreement.
 - 2) Fails, after one (1) week's notice by registered mail to return to work when recalled. Reasonable notice on the part of the Company will consist of addressing a letter to the individual at his last known address and furnishing a copy thereof to the Union Office.

12.07 Inter Branch Transfers

Notwithstanding anything herein contained, the Company has the right at any time to transfer from any other Bargaining Units covered by this Collective Agreement. After the employee has completed one full year of service in the new branch, the employee's original seniority plus the one-year will be credited to him/her.

12.08 Departmental Transfers

In the case of applications for vacancies of new job classifications, the transferred employee shall be credited with the seniority he has earned in the department in which the vacancy or new job classification has occurred. After one (1) calendar year the employees original seniority plus one-year will be credited.

Article 13 – Discipline and Discharge

- a) Disciplinary suspensions shall be consecutive and served within four (4) working days of the infraction.
- b) It is understood that written reprimands will not be kept in the employee's file more than twenty-four (24) months, and not used against the employee in disciplinary action after twelve (12) months. Employees have the opportunity to review their file.
- c) The Company reserves the right to discharge any employee coming under the jurisdiction of this contract for just cause. No member of the Union shall be discharged or discriminated against because of membership or activities in the Union.

- d) Employees shall have the right to have a Shop Steward or mutually agreed upon third (3rd) party present if he or she is to be reprimanded.

Article 14 – Union Meetings and Business Agent Visits

- a) Upon any question being submitted to the Employer by the Union Committee, regarding the interpretation of the terms of this Agreement, any interpretation agreed upon shall be signed jointly by **an** Official of the Company and the Chairman of Secretary-Treasurer of the Union.
- b) The Committee of the Union shall at all times present the Company's side of all questions to its members as well as its own, and the Union further agrees that discussion amongst employees of Union matters will not be undertaken during the Company's working hours.
- c) The accredited representative of the Union may visit the plant; however, no Union business will be conducted on Company time.

Article 15 – Strikes and Lockouts

It is agreed that there shall be no strike or lockout during the term of this Agreement. No employee shall be required to cross any legal picket line.

Article 16 – Grievance Procedure

Any complaint, disagreement or difference of opinion between the Company, the Union, or the employees covered by this Contract, which concerns the interpretation or application of the terms and provisions of this Agreement shall be considered a grievance. Any employee, the Shop Steward, the Union, or the Company may present a grievance. Any grievance which is not presented within thirty (30) days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

Step One: By a discussion between the employee and/or Shop Steward and his immediate supervisor. If a satisfactory settlement cannot be reached, then;

Step Two: The employee and the Shop Steward may then *take* the matter **up** with the Department Warehouse Manager. If a satisfactory settlement cannot be reached, then:

Step Three: The grievance shall be submitted in writing to Human Resources and the Distribution Manager who will respond in writing to the Union Representative. If a satisfactory settlement cannot be reached, then:

Step Four: The Union Representative or Representatives may take the matter up with the Company Official designated by the Company to handle Labor Relations matters. If a satisfactory settlement cannot be reached, the matter may then be referred to the Board of Arbitration established by Section 17.

Article 17 – Board of Arbitration

All controversies as to the interpretation and application of this Agreement that cannot be settled by the Representative of the Company and the Union shall be submitted to the Board of Arbitration, The Board shall be composed of:

- a) One (1) Company Representative,
- b) One (1) Union Representative, and
- c) One (1) person acceptable to both the Company and the Union, who shall act as Chairman.

It is agreed that the expense of the impartial Chairman shall be equally borne by both the Union and the Company, No person shall serve on this Board of Arbitration if he is involved directly in the controversy under local consideration. Grievances taken before the Arbitration Board shall be submitted in writing and shall specify clearly the nature of the grievance.

It is distinctly understood that the Board of Arbitration is not vested with the power to change, modify or alter this Agreement or any of its parts; the Board may, however, interpret the provisions of this Agreement. Both parties agree to the use of a single Arbitrator.

Article 18 – General Provisions

18.01 Boot Allowance

The Company will reimburse new hire employees (0-12months) twenty-five (\$25.00) dollars towards their boot purchase. Employees with service of 13-24 months will be reimbursed fifty (\$50.00) dollars toward their boot purchase. Employees with over 24 months service will be reimbursed seventy-five (\$75.00) dollars toward their boot purchase.

Peace River employees will receive seventy-five (\$75.00) dollars toward their new boot purchase.

18.02 Protective Clothing

- a) The Company shall supply rubber boots, gloves and aprons without cost to the employee handling wet merchandise. This apparel shall at all times remain the property of the Company and be kept on Company premises and shall be properly taken care of by the employees.
- b) The Company agrees to provide the following protective clothing for all employees working in the freezer and employees who operate Swing Reach Forklifts in the Dairy Department if requested: Toques, balaclavas, insulated boots, gloves and freezer suits.

18.03 Parking

The present practice of providing parking for employees' vehicles shall be maintained.

18.04 Severance

- a) The Company will pay severance equal to one (1) week per year of service to a maximum of forty (40) weeks for full-time employees.
- b) Part-time and regular part-time employees will receive the same amount of weeks severance pro rated on the basis of the average of weekly hours worked over the past twenty-six (26) weeks prior to termination.

18.05 Swipe Cards

Employees continuously reporting to work without their card will be required to retrieve their card on their own time and report back to work. Damaged cards will be replaced at no cost to the employee. First (1st) lost card per year will be replaced at no cost to the employee. For each subsequent lost card, employees will be charged five (\$5.00) dollars per card in that year. If a lost card is found, the employees will be reimbursed for the loss of the card. Employees shall have their card in their possession at all times if required.

18.06 Joint Labour Management Meetings

The Management agrees to hold, as required, a meeting of the Shop Stewards and Management department heads, to discuss all difficulties that may arise, as well as discuss the good and welfare of the Company and its employees.

18.07 Health and Safety Meetings

- a) A Safety Committee shall be established during the term of the Collective Agreement. A list of the Safety Committee members shall be posted in the Warehouse.
- b) The Company shall make provisions for the safety and health of its employees during working hours in accordance with the provision of the of the Occupational Health and Welfare Act.
- c) The Union may, from time to time, bring to the attention of the Company recommendations for improvements in conditions of work and such recommendations shall be subject to discussion between the Company and the Union, but not subject to Section 17 of this Agreement.

Article 19 – Sick Pay and Doctors Notes

19.01 Sick Pay

Full-time employees shall accrue one-half (½) day per month paid sick leave, to a maximum of twelve (12) days.

19.02 Doctors Notes

Sick requests of less than one (1) day in duration shall be tracked as a partial sick. Two (2) occurrences of this nature shall be tracked as one (1) sick occurrence. Doctors notes will be required when an employee has more than one (1) sick occurrences in a two (2) month period. This tracking shall be recorded (by the Company) and shall be made available for review upon employee request.

19.03 Appointments

Employees shall book appointments outside of business hours whenever possible. Appointments that must be taken during business hours will be confirmed in writing with as much notice as possible to their immediate Supervisor and verified with appropriate documentation. These appointments will not be considered sick time occurrence if the pre mentioned conditions are met.

Article 20 – Approved Leaves

20.01 Bereavement

- a) In the event of a death in the immediate family as defined below, a full-time employee will be granted a paid leave of absence of five (5) paid scheduled days or forty (40) hours or **fifty** (50) hours in the case of an Over-The-Road Driver. The term of immediate family shall be spouse, parent, children, common-law spouse, step children, and brother, sister or any family members who resides with the employee.
- b) In the event of a death of a current immediate family member who is the employee's or current spouse's, grandparent or who is the employee's guardian or spouse's parents, will be granted three (3) days paid.
- c) In this circumstance, additional consideration shall be given up to a maximum of two (2) days where travel requirements exist or where the employee is responsible for making funeral arrangements for a family member who is not a spouse (including common-law spouse), child or parent.

In the event of a death of an aunt or an uncle a one-day paid leave of absence will be granted.

- d) In all instances above an employee may supplement this leave with vacation or unpaid leave of absence.
- e) Both parties agree that employees will respect the provisions of this clause and that its use is intended only for the purpose of ceremonies of respect and or the time required to attend to arrangements surrounding the bereavement.

20.02 Paternity

An employee taking a paternity leave shall not lose seniority.

20.03 Jury Duty

- a) If any employee is called and is required to serve on Jury Duty or as a Crown Witness on his normal working day, the Employer agrees to pay the equivalent of the regular rate of pay at straight time, less the amount of Jury Duty or Crown Witness pay received. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours spent on Jury Duty or Material Witness and actual work on the job in the Warehouse in one (1) day shall not exceed a regular day's pay for purpose of establishing the basic workday.
- b) Employees on Jury Duty shall contact the Employer immediately following Jury Duty to indicate their availability for work; however, notwithstanding the foregoing, ~~an~~ individual on Jury Duty shall have eight (8) hours rest before returning to work.

20.04 Leave of Absence

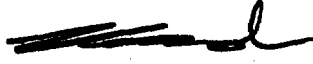
Leave of absence without pay may be granted at the discretion of the Company.

Article 21 – Duration, Termination and Amendments

- a) This Agreement shall be in full force and effect as of the 2nd day of October 2000 ✓ and continue in full force and effect through the 31st day of December 2004 and from year to year thereafter except as hereinafter provided.
- b) Either party may terminate this Agreement on any termination date, by notice in writing to the other party, not less than sixty (60) days prior to such termination date.
- c) Either party wishing to amend this Agreement shall give notice in writing of such desire to the other party, not less than sixty (60) days or more than ninety (90) days prior to the termination date of this Agreement.
- d) If notice to negotiate, following any notice to terminate, has been given by either **party** prior to the date of such termination, or if notice to amend has been given by either party, this Agreement shall remain in full force and effect during any period of negotiations even though such negotiations may extend beyond the said termination date, until fourteen (14) days after the date upon which a vote is held under the provisions of the Alberta Labor Relations Act (1980) on the acceptance of rejection of a Mediator's Award.
- e) Any conclusion reached in the aforementioned negotiations shall be made retroactive to the said termination date.

Signed at Calgary, Alberta this 14th, day of November, 2001.

For the Company



For the Union

Clyde McCall

APPENDIX "A"
Wage Scale and Classifications

Effective date of ratification (closest pay period after) new hire scale employees will move three (3) increments on the proposed scale attached.

Employees Hired After February 12, 1994

<i>Order Selector / Repack</i>	<i>Date of Ratification</i>	<i>January 1, ^{OK} 2001</i>	<i>January 2, [✓] 2002</i>	<i>January 1, [✓] 2003</i>
0 - 520	\$11.00	\$11.22	\$11.50	\$11.79
521 - 1040	\$11.31	\$11.54	\$11.82	\$12.12
	\$11.62	\$11.85	\$12.15	\$12.45
1041 - 1560	\$11.93	\$12.17	\$12.47	\$12.78
1561 - 2080	\$12.24	\$12.48	\$12.80	\$13.12
2081 - 2600	\$12.55	\$12.80	\$13.12	\$13.45
2601 - 3120	\$12.86	\$13.12	\$13.45	\$13.78
3121 - 3640	\$13.17	\$13.43	\$13.77	\$14.11
3641 - 4160	\$13.48	\$13.75	\$14.09	\$14.45
4161 - 4680	\$13.79	\$14.07	\$14.42	\$14.78
4681 - 5200	\$14.10	\$14.38	\$14.74	\$15.11
5201 - 5720	\$14.41	\$14.70	\$15.07	\$15.44
5721 - 6240	\$14.72	\$15.01	\$15.39	\$15.77
6241 -				

BR

Employees Hired After December 15, 1996

<i>Forklift</i>	<i>Date of Ratification</i>	<i>January 1, 2001</i>	<i>January 2, 2002</i>	<i>January 1, 2003</i>
0 - 520	\$14.25	\$14.54	\$14.90	\$15.27
521 - 1040	\$14.45	\$14.74	\$15.11	\$15.49
1041 - 1560	\$14.65	\$14.94	\$15.32	\$15.70
1561 - 2080	\$14.85	\$15.15	\$15.53	\$15.91
2081 - 2600	\$15.05	\$15.35	\$15.73	\$16.13
2601 -	\$15.25	\$15.56	\$15.94	\$16.59

Employees Hired After December 15, 1996

<i>Shipper / Receiver</i>	<i>Date of Ratification</i>	<i>January 1, 2001</i>	<i>January 2, 2002</i>	<i>January 1, 2003</i>
0 - 520	\$14.75	\$15.05	\$15.42	\$15.81
521 - 1040	\$14.95	\$15.25	\$15.63	\$16.02
1041 - 1560	\$15.15	\$15.45	\$15.84	\$16.24
1561 - 2080	\$15.35	\$15.66	\$16.05	\$16.45
2081 - 2600	\$15.55	\$15.86	\$16.26	\$16.66
2601 -	\$15.75	\$16.07	\$16.47	\$17.13

Truck Drivers

Months

1 st Six (6) Months	\$15.85
2 nd Six (6) Months	\$15.98
Thereafter	\$16.69

Country Tractor / Trailer

	\$17.12
Maintenance Man	\$17.33
Warehouse Man	\$15.72
Shipper/Receiver	\$17.33

Maintenance, Warehouse and Shipper/Receiver rates will increase in accordance with the "Old Hire Warehouse Employees" yearly percentage increases.

The Company agrees that employees hired prior to ratification will not be laid off or have hours reduced solely for the purpose of replacing them with new hires at a lower rate.

Wages - Appendix "A"

All full-time active employees will receive a signing bonus of one thousand five hundred (\$1,500.00) dollars payable the next full pay following date of ratification.

All part-time active employees will receive a signing bonus of seven hundred and fifty (\$750.00) dollars payable the next full pay run following date of ratification.

All old hire Warehouse employees will receive a two percent (2%) rate increase on the next full pay period following date of ratification.

All old hire Warehouse employees will receive a two percent (2%) rate increase on the next full pay period following December 31, 2001.

All old hire Warehouse employees will receive a two point five percent (2.5%) rate increase on the next full pay period following December 31, 2002.

All old hire Warehouse employees will receive a two point five percent (2.5%) rate increase on the next full pay period following December 31, 2003.

The Company and the Union agree to meet to establish appropriate pay rate when new classifications are introduced.

APPENDIX "B"
Over – The – Road Drivers

Section 1 – Conditions

Over-The-Road Drivers' working hours, conditions, etc. shall be taken to read as in the general body of this Agreement unless stipulated otherwise in the Over-The-Road Drivers Appendix.

Section 2 – Consecutive Days Off

Wherever possible and subject to customers service needs and operational requirements employees will be scheduled two (2) consecutive days off

Section 3 – Hours of Work and Overtime

- a) Over-The-Road Drivers' workweek shall be five (5) ten (10) hour days with either Saturday or Monday off as scheduled by the Employer or unless mutually agreed by the employee and Employer.
- b) Over-The-Road Drivers' shall be paid at the established rate for all kilometers driven in a day. Drivers not exceeding 645 kilometers in a day but who exceed 10 hours of work (including start-up and shut-down time) shall receive one and one half (1½x) times the hourly rate. Drivers exceeding 645 or the hourly rate, whichever is the greater.
- c) Over-The-Road Drivers' who currently operate on a run that includes overtime kilometers in excess of 75 kilometers will be red circled for overtime kilometers on that run and any other run they might bid on that includes overtime at the 1996 ratification date. All future new runs shall not be eligible for overtime. For the purpose of red circled Over-The-Road Drivers' overtime will be calculated at a rate of one and one half (1½x) times the kilometer rate for all kilometers over 645 kilometers.
- d) All current locations or any combination of current locations that result in overtime shall be paid as such.

Section 4 – Rates of Pay

- a) It is agreed that Tractor / Trailer Drivers' who are scheduled to make deliveries outside the city limits shall be compensated according to the following understanding:

Rate per kilometer – Warehouse and return – The number of kilometers between Warehouse and return for the purpose of compensating Drivers. Effective the first (1st) full pay period following date of ratification the kilometer rate shall be thirty (\$0.30) per kilometer.

- b) It is agreed that Drivers paid on the above mileage and load basis shall be guaranteed earnings not less than the City Driver's earnings as set forth in the Collective Agreement.
- c) Waiting time: For all time spent en route where it is necessary for the Driver to wait for equipment to be repaired, or for roads to be cleared, he shall be paid at the established hourly rate with a maximum of ten (10) hours pay for waiting time in each twenty-four (24) hour period.
- d) Delivery and pick-up in addition to the mileage rate there shall be a payment of eleven (\$11.00) dollars per truckload for delivery plus four (\$4.00) dollars for each delivery stop required to be made in excess of three (3) per truckload and five dollars and fifty cents (\$5.50) for each truckload picked up or one (\$1.00) dollar per one hundred (100) cases or equivalent, to a maximum of eleven (\$11.00) dollars per pick-up, whichever is the greater.
- e) Drivers attending mandatory meetings will receive their hourly rate of pay for optional meetings and appropriate pay for mandatory meetings. Fourteen (14) days notice for scheduled meetings shall be given to Drivers.
- f) A Driver booking on mileage basis only may claim one (1) hour in total for warm-up and shutdown time in addition to kilometers. Anything above this hour must have Management's prior authorization.
- g) An Over-The-Road Driver is defined as a Driver whose work driving takes him outside city limits at least three (3) full days per week or who claims mileage payment for three (3) or more full days.
- h) If a Driver's departure of start-time (a) is delayed, he shall be given three (3) hours' notice thereof. If the new departure time (b) is again delayed, the Driver shall be paid at one half (1/2) regular hourly rate from (b) until actual time of departure.
- i) Since the Over-The-Road Driver's normal day is ten (10) hours, such Drivers shall receive ten (10) hours pay where entitled to be paid on days not worked (e.g., sick, vacation, etc.)
- j) Any pick-up from a store of more than one hundred (100) cases shall be classified as a back load and paid accordingly.
- k) Over-The-Road Drivers for General Holiday pay shall receive pay on the average for that particular day for the past four (4) weeks.

Section 5 – Uniforms and Alterations

- a) A Driver shall be eligible for his first (1st) Company uniform on completion of three (3) months' employment. He will receive two (2) complete uniforms initially, of which he will pay for one (1). Payment for this uniform will be refunded on completion of one (1) year's service as a Driver. A uniform will be supplied to all Drivers every second (2nd) year.

All Drivers, after three (3) months shall be required to wear full Company uniforms when on duty, Failure to do so shall be cause for disciplinary action,

- b) The Company shall pay for alterations of uniforms as well as the sewing of crests on the uniforms.

Section 6 Posting or Changing of Runs

- a) The Company shall administer posted runs in the following manner: In the event full-time Drivers are not available to properly meet customers delivery requirements, the Company shall unilaterally allocate these runs in reverse seniority to full-time Drivers who do not have a scheduled run for that day and subsequently alter the employees shift. Proper notice of this permanent shift change will be issued.
- b) All Over-The-Road Drivers will, at the commencement of this Agreement be assigned on a permanent basis to the runs they have been driving on a regular basis. A Driver will retain these runs until such time as he accepts other run(s). All new runs will be posted for bid by seniority. However, the Company reserves the right to add to or delete from the assigned run and change Drivers on a particular run if the assigned Driver is unable to execute it in a reasonable time. The Company also reserves the right to delete or change runs from time to time as business patterns and development demand.
- c) In case of temporary reduction or change in trips or run or combining of two (2) runs, the Driver of the furthest point of the runs involved shall have first (1st) chance at the new run. If there is a run deleted because of this temporary condition and the Junior Driver is without a run temporarily, he will be given the opportunity to work in the Warehouse at his normal rate of pay to complete eight (8) hours in that day. If he refuses such work, he shall receive no pay.
- d) When a run is permanently rescheduled, the present Driver has first (1st) opportunity to retain said run.
- e) If a Driver does not have a split run he will receive work for the following work day based on seniority which includes any open run or available work in the Warehouse.

Section 7 – Expenses

Drivers required to lay over shall be paid reasonable out-of-pocket expenses for meals and hotel where necessary together with any other expenses necessary for the operation of the truck such as emergency telephone calls, bridge tolls, etc. All expenses must be submitted by the Driver on the Company's expense claim forms, supported by receipts for reimbursement. Expenses reimbursement for Drivers shall be completed no more than three (3) weeks from submissions. When ever possible, reimbursement shall be issued from petty cash within three (3) days.

Section 8 – Vacation Relief and Temporary Vacancies

a) When a vacation relief Driver replaces a regular Driver he is required to complete that Drivers' complete weekly schedule. Relief Drivers will not work more than five (5) days in a calendar week.

b) Vacation relief Drivers' primary function is vacation relief.

For the purpose of the foregoing clause, any day in lieu that results from a General Holiday or a General Holiday occurring during vacation shall be considered vacation for the purpose of Drivers relief.

c) Senior over-the road Drivers shall have the option to fill temporary vacancies due to short or long term disability, compensation, etc. of one (1) week or more, or remaining on their own runs. Spare board Drivers' primary function is vacation relief.

Section 9 – Driver Training

For the purpose of orienting and training new Drivers a Driver Trainer shall receive an hourly premium of two (\$2.00) dollars per hour. Drivers receiving this training shall receive an hourly rate of fourteen (\$14.00) dollars per hour.

Benefits

Group Insurance Benefits: Effective the first (1st) full pay period following the installation of the Sobeys Group Insurance Plan, all eligible employees who have not waived Group Insurance coverage as at December 31, 1999 shall be paid a bonus to assist with the move to the new plan. The bonus shall be calculated on the basis of six hundred (\$600.00) dollars for an individual paying family Alberta Health Care premiums and three hundred (\$300.00) dollars for an individual paying single Alberta Health Care premiums.

All employees becoming eligible for the Sobeys Group Insurance Plan after December 31, 1999 for the first (1st) year of the Collective Agreement will be entitled to the same bonus on a pro-rated basis payable upon the successful completion of probation.

Should the Group Insurance Plan provide for additional (credits) funding the lump sum shall be adjusted accordingly. Example: Employee becomes eligible for Sobeys Group Insurance Plan September 1st, 2000. Bonus is pro-rated from September 1st to the first (1st) full pay period following the next scheduled increment.

Notwithstanding the above dental reimbursement will be based on the current dental fee schedule.

The Company may improve the benefits and/or conditions of the plan during the Agreement. In which case the Union will be advised in writing of the change.

Letter Of Understanding

Between:

**Sobeys Western Division
Calgary and Peace River, Alberta
(Hereinafter Called "The Company")**

And:

**Miscellaneous Employees Teamsters
Local Union 987 of Alberta
(Hereinafter Called "The Union")**

- 1) Pension: Effective upon the new Company payroll system all employees who qualify shall be enrolled in the Sobeys Pension Plan as a condition of employment.

The existing pension plan benefit in the case of the defined benefit option or the total Company contributions to date in the case of the defined contribution option shall be held for retirement or as otherwise required by the appropriate pension legislation. No additional Company contribution or additional benefit shall be made to the existing plan. Employees who participate in the defined contribution option shall be able to continue to manage both the employee and the Company contributions until retirement or as otherwise required by the appropriate pension legislation.

- 2) The Company is committed to its current delivery arrangements and does not consider outsourcing a viable option at this time. However should the Company decide to outsource the delivery function the existing Drivers shall have the following options:

Option 1: To transfer to a Warehouse position according to their Bargaining Unit seniority or other such full-time position which may be vacant and posted.

Option 2: To become an Independent Cartage Agent with their own equipment.

Option 3: To become an Independent Cartage Agent driving equipment owned by Sobeys West.


The Company shall provide as much notice as possible, but not less than six (6) months notice prior to the commencement of outsourcing.

- 3) The Company agrees to grandfather Clerical positions currently being performed by Bargaining Unit member. When these positions are vacated non-Bargaining Unit Clerical employees may replace them if the position falls outside the scope of the Collective Agreement as mutually agreed or determined by the Grievance Procedure.

- 4) The Company and the Union agree to meet bi-weekly or other frequency mutually agreeable to both parties to examine matters arising from the administration of the Collective Agreement. The Company's participants at these meetings shall be the assigned Industrial Relations Representative and Operations Managers as designed by the General Manager of the Division. The Unions participants shall be the assigned Union Business Agent and other Shop Stewards as designated by the Union to a maximum of four (4).

Signed at Calgary, Alberta this 14th, day of November, 2001.

For the Company



For the Union

Clyde McCallum

