

COLLECTIVE AGREEMENT

BETWEEN

SOBEYS CAPITAL INC.

(Operating as Forest Lawn Garden Market I.G.A.)

AND

THE UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 401

Renewal: October 28th, 2006

13395 (01)

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THIS COLLECTIVE AGREEMENT made this _____ day of _____, A.D. **200**_____

BY AND BETWEEN: **SOBEYS CAPITAL INC.**, operating as **FOREST LAWN GARDEN MARKET I.G.A.**, carrying on business in the City of Calgary and its adjacent suburbs in the Province of Alberta, hereinafter referred to as “the Employer”

AND: UNITED FOOD & COMMERCIAL WORKERS, LOCAL 401; chartered by the United Food & Commercial Workers International Union; A.F.L.; C.I.O.; & CLC.; hereinafter referred to as “the Union”

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

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

Article 1 – Bargaining Agency

- (a) The Employer recognizes the Union as the sole agency for the purpose of Collective Bargaining for all employees, whether full-time or part-time, including those employed in an in-store bakery in the stores owned and/or operated by the Employer in the greater Calgary area except the Manager, Assistant Manager, Bakery Manager and employees employed in the Meat and Delicatessen Departments.

Article 2 - Union Shop

- (a) The Employer agrees to retain in its employ within the bargaining unit, as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire new employees who are not members of the Union, provided said non members, whether full-time or part-time employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members in good standing within thirty (30) days.
- (b) The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee his/her responsibility in regard to Union membership, and outlining the provisions of Article 6 (f) of this Agreement, and to provide the Union, in writing, 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 is acceptable to the Employer. The Employer further agrees to provide the Union, once a month, with a list containing the names of all employees who have terminated their employment during the previous month.
- (c) *A probationary period of two hundred forty (240) hours shall be served by all new employees. Employees found unsatisfactory during the probation period may be dismissed during this period without recourse to the grievance procedure.*
- (d) *Newly promoted employees will serve a one hundred twenty (120) hour probationary period. Employees not passing the probation period will be returned to their former position. Employees wishing to return to their former position may do so provided it is within the probation period.*

Article 3 - Deduction of Union Dues

- (a) The Employer agrees to deduct from the wage of each employee upon proper authorization from the employee affected, Initiation Fees and Union Dues that are authorized by a regular and proper vote of the Membership of the Union. The Employer further agrees to automatically deduct Union Dues from the wages of all new employees. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions. The Employer agrees to have membership application forms, dues and initiation fee deduction forms, signed by new employees at the time of hiring.
- (b) Monies deducted during any month or agreed upon period shall be forwarded by the Employer to the President of the Union not later than fifteen (15) working days following the Employer's accounting period, whether it is on a monthly or four (4) week basis during which the deductions are made, accompanied by a written statement of the names of the employees from whom deductions were made and the amount of these deductions.
- (c) In the event of a change in the Union Dues, the Union will give the Employer four (4) weeks prior notice of the effective date of the change or deduction as the case may be.
- (d) The Employer will provide a list every two (2) weeks of all those employees who terminate their employment.
- (e) The Employer agrees to list Union Dues deductions of the employee on the T-4 Income Tax form for **all** employees in the bargaining unit.

Article 4 - Hours Of Work – Work Schedule

(a) Basic Work Week

1. The basic work week of an employee working full-time shall be forty (40) hours to be worked in five (5), eight (8) hour days as scheduled by the Employer.

For purposes of this Agreement, full-time employees are those regularly working forty (40) hours per week. Regular part-time employees are those individuals regularly working thirty (30) and up to forty (40) hours per week. Part-time employees are those regularly working less than thirty (30) hours per week. The term regularly working shall mean maintaining a specific hour's average over a thirteen (13) week period. Movement from one category to another shall be determined by a thirteen (13) week average and the effective date of this movement shall be the beginning of the thirteen (13) week period.

Employees achieving regular part-time status shall be entitled to the same fringe benefits as a full-time individual, with the exception of those benefits which are based on hours worked, such as but not limited to, vacation and sick time.

2. Daily hours of work shall be consecutive with the exception of rest and meal periods. No split shifts shall be worked.
3. Days Off

The Employer will schedule full-time employees two (2) consecutive days off, one every eight (8) weeks. There shall be a fair rotation for each full-time employee of Saturday-Sunday, Sunday-Monday combinations where store operations permit. Should there be a problem with the above, it shall be discussed and a solution implemented at a meeting with Management.

Further, should an employee desire to have some other days off at the time he/she normally would be scheduled for two (2) consecutive days off, as set out above, they shall advise the Manager by Thursday of the preceding week, and if same occurs, the employee will forfeit his/her two (2) consecutive days off in that three (3) week period.

The Employer agrees to provide day(s) off for special occasions, provided the Employer's operational needs are met and the requests are submitted in writing at least four (4) weeks in advance of the event.

Within reason, days off may be attached to vacations after giving the Company thirty (30) days notice.

There shall be a fair rotation of all late night shopping work for full-time employees when the store is open for business.

There shall be a fair rotation of evening shifts. ***An evening shift shall constitute a shift that ends after 7:00 p.m.***

No employee shall be required to work more than six (6) days in succession in any period of time without being allowed to take a day off if he/she so desires.

4. 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.

(b) Time Sheets

The Employer shall provide time sheets to enable employees to record their time for payroll purposes. Wherever reference is made to the use of time sheets, time cards shall apply equally. Employees shall record

their own time at the time they start and finish work and the time they commence and return from meal periods and such other recordings as may be required by the Employer. Where time sheets are used, the employee will record their time in ball-point pen. Time sheets shall be in a form mutually agreed upon. Management agrees to assume its full responsibility in seeing that all employees are compensated for all authorized time worked.

(c) Meal Periods

A meal period for employees working a daily shift of seven (7) hours or more shall be of sixty (60) minutes uninterrupted duration and shall start not earlier than three (3) hours, or later than five (5) hours, after commencement of the employee's shift. There shall be no exception to the meal period. Employees employed in lunch counters may be scheduled a half hour lunch break without pay.

(d) Rest Periods

The Company agrees to grant uninterrupted rest periods with pay to all employees working an eight (8) hour shift; one (1) rest period to be granted before and one (1) after the meal period.

Rest periods for all employees shall not begin until one (1) hour after commencement of work or less than one (1) hour before either the meal period or the end of the shift and shall not be combined with the meal period.

Rest periods scheduled by the Employer shall be fifteen (15) minutes.

(e) Meal and Rest Periods – Part-Time Employees

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

Rest periods for all employees shall not begin until one (1) hour after commencement of work or less than one (1) hour before either the

meal period or the end of the shift and shall not be combined with the meal period.

1. A daily shift of four (4) hours up to and including five (5) hours will have one (1) paid rest period of fifteen (15) minutes at mid shift.
2. A daily shift of more than five (5) hours, but less than seven (7) hours, will have two (2) paid rest periods of fifteen (15) minutes duration, each which may be scheduled as follows, if mutually agreeable: (a) combine the two (2) rest periods as at mid shift; (b) two (2) rest periods as per usual practice with a one half (112) hour for lunch break unpaid.
3. A daily shift of seven (7) or more hours will have two (2) paid rest periods and one (1) sixty (60) minute unpaid meal period of uninterrupted duration. However, the Company agrees to make allowance for a one half (112) hour lunch if mutually agreeable. The meal period shall start not earlier than three (3) hours, nor later than five (5) hours, after the commencement of the employee's shift. There shall be no exception to the meal period. Meal periods are without pay.
4. For the purpose of this clause, part-time employees shall not have their schedule hours reduced so as to circumvent the intent of this Article.
5. A part-time employee whose schedule is increased shall be granted meal and rest periods as set out above.
6. If an employee is requested to work two (2) or more hours overtime continuous with the regular shift, he/she will be given a fifteen (15) minute paid rest period. The break will be taken before the commencement of the overtime.

If an employee is required to work more than four (4) hours overtime, he/she will be granted an optional one half (112) hour unpaid meal period in addition to the above-mentioned rest period.

7. Rest periods – If employees do not receive rest periods during a said shift, the employee will be paid at the employee's rate of pay for the missed break.

(f) Overtime

1. All employees shall be compensated at the rate of time and one half ($1\frac{1}{2}$) their regular hourly rate for all hours worked over forty (40) hours per week, or eight (8) hours in any one (1) day. Compensating time off shall not be given in lieu of overtime pay.
2. ***Any employee required to work the sixth (6th) and seventh (7th) day of a basic work week shall receive time and one half ($1\frac{1}{2}$ x) of the employee's rate of pay for all hours worked.***
3. All employees are required to leave the store at the completion of their shift. No overtime shall be worked unless authorized by the Store Manager or his/her designate.
4. Voluntary Overtime: Overtime shall be by mutual consent and, where practical, shall be offered to the most senior employees on the shift, provided the employee has the ability and qualifications to perform the required overtime work. If the senior employees do not wish to accept the overtime, then Management shall have the right to assign such work to such junior employees who have the necessary ability, qualifications, and who are at work at the time.

(g) Work Schedule – Pay Day

1. There shall be a regular two (2) week pay period or a pay period as mutually agreed upon.
2. The Employer shall post a two (2) week work schedule for all employees not later than Friday noon of each week for the following two (2) weeks. If a new schedule is not posted by

Friday noon in accordance with the above, then the schedule already posted shall apply for the following two (2) weeks.

3. An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident; or in the event of emergencies, such as fire, flood, breakdown of machinery, instances beyond the Employer's control, or other instances of force majeure. An employee whose schedule is changed by reason of the foregoing will be notified as soon as possible. In all other cases at least two (2) days notice of any change must be given or four (4) hours additional pay at the employee's applicable rate in lieu of notice. ***Any schedule changes shall be considered by seniority.***

4. Work Assignments

If an employee believes the amount of work he/she is required to perform is in excess and over what is required from the rest of the staff and it will result in an occupational accident or occupational injury to him or her, the question shall be referred to in Article 16 "Grievance Procedure", but not Article 17 "Arbitration".

5. Transfers

- (i) 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, and should openings occur in said areas, then employees who have made such requests in writing shall be given first opportunity to fill such vacancies (subject to fitness and ability) which will be posted for full-time by the Company, as they occur in the City involved.
- (ii) No employee will be required to accept a transfer to a store or location outside the city jurisdiction of this Collective Agreement.

- (iii) If an employee is transferred from one store or location to another, they shall maintain their Company seniority for the purpose of available hours and vacation entitlement.
- (iv) Vacancies shall be posted in all stores for all positions available. Individuals within the bargaining unit shall be considered for positions provided their merit and ability are suited and adequate.

6. Sunday Work

- (i) Sunday shall be considered as the first day of the employee's basic work week for all purposes of the Collective Agreement.
- (ii) Sunday work shall be voluntary.
- (iii) Employees will be given the opportunity to declare their availability for Sunday work four (4X) times per year – January 1st, April 1st, July 1st, and October 1st. Work on Sunday shall be rotated among employees who are available for work on that day.
- (iv) If there are not sufficient employees available to work on Sunday, then the Employer shall be free to hire employees to work on that day.
- (v) Sunday Premium Pay – All employees who are scheduled to work on Sunday shall be paid a premium of one dollar (\$1.00) per hour for all hours so worked.

Article 5 - General Holidays

- (a) The following days shall be considered as "General Holidays" for the purpose of this Collective Agreement:

Thanksgiving Day
Remembrance Day
Canada Day

Good Friday
Victoria Day
Labour Day

Christmas Day
Boxing Day
Family Day

New Year's Day
Calgary Civic Holiday

and all other public holidays proclaimed by Civic, Dominion or Provincial Governments. In the case of a General Holiday proclaimed by the city or municipality, only those stores of the Employer in that city or municipality shall be affected by the requirements of this Article.

Provided: The foregoing is subject to the following provisions:

1. They do not occur on Sunday unless changed to some other day by proclamation or unless Sunday is a normal operating day, and;
2. The employee works his/her scheduled full day before and after the holiday.
3. All other major grocery stores close on any of the above referred to as General Holidays.
4. ***The Company retail stores will remain closed on Christmas Day.***

(b) Work Week

The basic work week for employees regularly working full-time in a week when a General Holiday occurs and as are recognized as referred to in Article 5(a) shall be as follows:

Commencing with the fifth (5th) week of employment, full-time employees shall receive forty (40) hours pay at straight time and shall work four (4) days or thirty two (32) hours in a week in which one (1) General Holiday occurs. Three (3) days or twenty-four (24) hours in a week in which two (2) General Holidays occur at his/her straight time hourly rate.

This reduced work week shall not include any hours worked on a General Holiday.

All time worked in excess of the reduced basic work week shall be compensated for at the rate of time and one half (1 ½).

It is understood the basic work week shall be reduced by four (4) hours when a General Holiday recognized and observed under this Article is for one half (1/2) day.

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

(c) Pay for Work on General Holidays

All employees who are entitled to General Holidays with pay as defined herein if required to work on such a day shall receive in addition to the regular pay time and one half (½) the regular hourly rate for all time worked on said holiday. All employees not entitled to General Holiday with pay if required to work on such day, shall be paid one and one half (1½) the regular hourly rate.

Volunteers will be asked to work on General Holidays and if they are not sufficient, then work on General Holidays shall be on a fair rotational basis.

(d) General Holidays for Part-Time Employees

Employees other than those regularly working full-time shall be paid for the number of hours they would normally have worked on such a day if it were not a General Holiday provided they worked their scheduled working day prior to and following the General Holiday.

All part-time employees who have been employed thirty (30) calendar days and have worked an average of at least thirty-two (32) hours or more per week in the four (4) weeks preceding the week in which the General Holiday occurs, shall receive eight (8) hours pay at his/her regular hourly rate for each General Holiday. Time worked in excess of thirty-two (32) hours of actual work during the week which the

General Holiday or General Holidays occur, shall be paid for at the rate of time and one half (1 ½).

Part-time employees, those working less than thirty (30) hours a week, shall receive General Holiday pay by using total hours worked by the employee in the preceding four (4) weeks, divided by the total days worked by the employee in the same period.

Article 6 - Wages

- (a) The Employer agrees to pay all persons covered by the terms of this Agreement not less than the following schedule of wages during such time as the Agreement is in force and provided that if an employee is receiving a wage rate in excess of the rates herein contained, such wage rates shall not be reduced by reason of signing of this Agreement.

Cashiers & Bakery Sales Clerks				
Hours	Current	Effective October 29, 2003	Effective October 29th, 2004	Effective October 29th, 2005
0	\$7.00	\$7.21	\$7.43	\$7.65
500	\$7.40	\$7.62	\$7.85	\$8.09
1000	\$7.80	\$8.03	\$8.28	\$8.52
1500	\$8.20	\$8.45	\$8.70	\$8.96
2000	\$8.60	\$8.86	\$9.12	\$9.40
2500	\$9.00	\$9.27	\$9.55	\$9.83
3000	\$9.40	\$9.68	\$9.97	\$10.27
3500	\$9.60	\$10.09	\$10.40	\$10.71
4000	\$10.20	\$10.51	\$10.82	\$11.15
4500	\$11.00	\$11.33	\$11.67	\$12.02
5000	x	\$11.95	\$12.31	\$12.68
5500	-	\$12.57	\$12.94	\$13.33
6000	x	\$13.19	\$13.59	\$14.00

Food Clerks (Includes Produce Clerks)				
Hours	Current	Effective October 29th, 2003	Effective October 29th, 2004	Effective October 29th, 2005
0	\$7.00	\$7.21	\$7.43	\$7.65
500	\$7.60	\$7.83	\$8.06	\$8.30
1000	\$8.20	\$8.45	\$8.70	\$8.96
2000	\$9.40	\$9.68	\$9.97	\$10.27
2500	\$10.00	\$10.30	\$10.61	\$10.93
3000	\$10.60	\$10.92	\$11.25	\$11.58
3500	\$11.20	\$11.54	\$11.88	\$12.24
4000	\$11.80	\$12.15	\$12.52	\$12.89
4500	\$12.50	\$12.88	\$13.26	\$13.66
5000	x	\$13.49	\$13.90	\$14.31
5500	x	\$14.11	\$14.53	\$14.97

Clerk-Cashiers who work on the floor as a Food Clerk and perform the tasks not normally associated with Clerk-Cashier responsibilities will be paid **fifty (\$.50)** cents for each half (1/2) hour worked.

Courtesy Clerks & General Help				
Hours	Current	Effective October 29th, 2003	Effective October 29th, 2004	Effective October 29th, 2005
0	\$5.90	\$6.08	\$6.26	\$6.45
500	\$6.15	\$6.33	\$6.52	\$6.72
1000	\$6.40	\$6.59	\$6.79	\$6.99
1500	\$6.65	\$6.85	\$7.05	\$7.27
2000	\$6.90	\$7.11	\$7.32	\$7.54
2500	-	\$7.36	\$7.59	\$7.81
3000	-	\$7.62	\$7.85	\$8.09

The hours will start to accumulate on the first shifts following ratification.

All Courtesy Clerks who perform duties other than those listed in the Collective Agreement shall receive **\$8.20 per hour** for all time so employed.

Courtesy Clerk duties will be:

1. Handling of shopping buggies – retrieving, etc.
2. Bagging and sacking
3. General clean up
4. Bagging supplies
5. Take-out-service to customers

(b) Night Shopping Premium

Employees working 20 hours a week shall be paid at the rate of fifty (\$0.50) cents per hour in addition to their straight time hourly rate for each full half (1/2) hour worked after 7:00 p.m. when stores are open for sales to the public after 7:00 p.m.

(c) Night Shift Premium (Bakery Workers Exempt)

All hours worked by an employee between 10:00 p.m. and 8:00 a.m. shall be considered as shift work and paid for at the applicable straight time or overtime rate plus forty-five (\$0.45) cents per hour shift premium for each full hour worked during this period.

The shift premium of forty-five (\$0.45) cents will also be paid to all employees working an eight (8) hour shift commencing on or after 4:00 p.m. and before 7:00 a.m. This premium will be paid for the complete shift. However, this does not apply to those working in the production end of the Bakery.

Shift differential pay or premium rate for evening work shall not be added to the employee's hourly rate of pay for the purpose of computing overtime pay. There shall be no pyramiding of night shopping and night shift premiums (night shopping premiums and night shift premiums will not be paid for the same hours worked).

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

(d) Night Stocking

1. In stores where night stocking is in effect one (1) or more days per week, the night stocking premium of fifty (\$0.50) cents per hour will be paid to night stocking crews.
2. There will be one (1) Clerk appointed on night stocking crews to act as Lead Man. The Lead Man rate will be fifty (\$0.50) cents per hour.
3. An Employee assigned to regular night stocking shall have the same starting time each shift for the calendar week. The foregoing shall not apply in stores where night stocking is not in effect five (5) nights per week. In such stores the following alternate schedule plan may be adopted:
 - i) there shall be one (1) midnight shift with other shifts during the week being day or afternoon shifts;
 - ii) that the midnight shift commences Sunday midnight only.
4. No Clerk shall be required to work alone on the premises on a night shift.
5. Employees on a night shift shall have a one half (1/2) hour meal break.
6. Normal night stocking shall not exceed eight (8) weeks over a sixteen (16) week period, unless it is mutually agreed by the Employer, the Union and the employee to alter the time period set forth in this Article. The Company will endeavor to schedule night crews on a consecutive day basis, whenever possible.

(e) Rates For Relief Work

1. Employees assigned to relieve in positions carrying a higher rate of pay for a period of over two (2) days in a week or longer shall receive the minimum rate established by the Employer for such position for all time so **employed except on weeks with a Statutory Holiday, it shall be three (3) days.**

2. Produce Manager And /Or Operator And Premium Rate Clerk

Employees assigned to relieve a Produce Manager and/or Operator for a period of two (2) days in a week or longer shall, as a minimum, be paid the rate established for Produce Manager and/or Operator in this Agreement for all time so employed.

3. Clerk in Training **The present C.I.T. employees shall not have their wage rates reduced.**

4. Non Bargaining Unit Employees

The rate for relief of non Union personnel will be one dollar (\$1.00) per hour based on more than sixteen (16) hours worked and paid for all time so employed.

(f) Credit For Previous Comparable Experience

All employees will be classified according to previous comparable experience. 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 probationary period not to exceed forty five (45) days from date of employment. Provided the employee's services are retained and their experience is accepted as comparable, then after the forty-five (45) day period, they shall receive any difference between their probationary 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 ten (10) working days. Employees shall receive written notification showing any credit for previous experience.

It shall be optional for the Employer to grant credit to those employees who are claiming previous comparable experience if such employees have been out of the industry for five (5) years or more.

In the event of any disagreements as to credit granted for previous experience, such disagreements shall be considered a grievance and the grievance procedure provided in this Agreement shall apply.

Provided the Employer has:

1. Provided the employee with a New Employee's letter provided for in Article 2(b) of this Agreement not later than two (2) weeks from the date of employment;
2. Provided the employee with written notification showing credit granted for previous experience within the forty-five (45) day period required by this Article;
3. Provided the Union with a copy of the letter showing credit granted for previous experience within the same period.

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

(g) Call-In Time

1. All employees, except as provided below, called in and who report for work shall, if required to work less than four (4) hours, receive four (4) hours pay at their regular hourly rate
2. Students

Paragraph 1 above shall apply to students on days other than school days. It shall also apply when stores are open for night shopping on school days. On school days other than when stores are open for night shopping, students may be paid for only those

hours worked except when employed for less than two (2) consecutive hours, in which event they shall receive a minimum of two (2) hours pay at the regular hourly rate.

If a student is called in before the store opens he/she will be paid for four (4) hours. This four (4) hour minimum would also apply to any student called in for night stocking if he was brought in to start his shift one half (1/2) hour or later after store closing time.

3. Individuals are to be called in, in order of seniority in their classification, provided the call-in does not create an overtime situation for that individual's work week. When a senior employee is at work and additional help is required, then the Company agrees to give the hours to the most senior employee at work, before any employees are called in.

All call-in hours will be marked on all schedules.

Article 7 - Vacations

- (a) All full-time employees shall receive vacation with pay as follows:
 1. After one (1) year continuous service, shall receive two (2) weeks vacation with pay.
 2. After three (3) years continuous service, shall receive three (3) weeks vacation with pay.
 3. After eight (8) years continuous service, shall receive four (4) weeks vacation with pay.
 4. After sixteen (16) years continuous service, shall receive five (5) weeks vacation with pay.

For future vacation entitlements, a part-time employee proceeding to full-time will be credited with the number of hours accumulated during the employee's continuous service with the Company as a part-time

employee 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.

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

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

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

Vacations shall be scheduled from April 1st to September 30th inclusive, unless otherwise mutually agreed by the Employer and the Employee. It is further agreed that the third (3rd), fourth (4th) and fifth (5th) week of vacation may be scheduled at the discretion of the Employer.

For purpose of vacation allowance, a regular full-time employee means an employee who has completed in each year's continuous service with the Employer, not less than two hundred and twenty five (225) days of actual work.

- (b) When a General Holiday occurs during an employee's vacation, an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received if he/she had been working. Such General Holiday shall be added in the vacation or taken at a later date provided it is mutually agreed to by the Employer and the employee.
- (c) All time lost (up to thirty one (31) days because of sickness or non-occupational accident, all time lost due to occupational accident, all time absent on paid full-time vacation, paid General Holidays and all

time spent at Bakery Apprenticeship School, not greater than three (3) months), assuming the employee returns to the Employer following the completion of his course) shall be considered as time worked for the purpose of determining the vacation allowance to which a full-time employee is entitled.

- (d) Persons other than full-time employees and students who are not qualified for a vacation as described above, may make a request to the Employer for a leave of absence without pay during vacation period.
- (e) Employees who have worked thirty (30) days but less than one (1) year who terminate their employment, will receive a vacation allowance of four (4%) percent of the basic salary and wages earned for which no vacation allowance has been paid. Employees entitled to two (2), three (3), four (4), or five (5) weeks vacation and who terminate their employment shall receive payment for vacation allowance of four (4%) percent, ~~six~~ (6%) percent, eight (8%) percent, and ten (10%) percent, respectively, of the basic salary and wages earned by the employee during the period of employment for which no vacation allowance has been paid.

Article 8 - Dismissal Notice Or Pay

Employees, upon dismissal by the Employer, shall be given individual notice in writing of or pay in lieu thereof as follows:

- (a) 1. (i) One (1) week, if the employee has been employed by the Employer for more than three (3) months but less than two (2) years;
- (ii) Two (2) weeks, if the employee has been employed by the Employer for two (2) years or more but less than four (4) years;
- (iii) Four (4) weeks, if the employee has been employed for four (4) years or more but less than ~~six~~ (6) years;

- (iv) Five (5) weeks, if the employee has been employed for six (6) years or more but less than eight (8) years;
- (v) Six (6) weeks, if the employee has been employed for eight (8) years or more but less than ten (10) years; or
- (vi) Eight (8) weeks, if the employee has been employed for ten (10) years or more; indicating on the notice the date it was issued.

2. A sum of money that is at least equal to the wages the employee would have earned if the employee had worked his regular hours of work for the period of notice applicable to the employee under clause (a), or

2. A combination of a portion of the notice of termination required under clause (a) together with money that is at least equal to the wages the employee would earn if he/she worked his/her regular hours of work for the period of notice applicable to the employee under clause (a) that is not given.

(b) If the wages of an employee vary from one week to another or from one, two (2) week period to another, as the case may be, the average of the employee's wages for the three (3) month period that the employee worked immediately preceding the date of termination of employment shall be used in determining the sum to be paid to the employee pursuant to subsection (b) or (c).

Full-time employees reduced to part-time or 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.

The Employer shall not be deemed obligated to give any notice whatsoever or give any pay in lieu thereof to any employee guilty of rank insubordination, dishonesty, obvious disloyalty, incurring willful damage to Company property, drunkenness, drinking intoxicants at

any time during working hours or absence without leave except where the employee has a bona fide reason for such absence.

Demoted employees shall receive one (1) weeks notice in writing or pay in lieu thereof.

This Article shall not be deemed to invalidate an employee's right under Article 16.

A copy of the notice of dismissal or lay off given to an employee in accordance with this Article shall be forwarded to the Union office at the date of giving such notice to the employee concerned.

Article 9 - Seniority

- (a) Unless fitness and ability of a full-time employee is greater than other employees involved, seniority shall govern in cases of transfers, lay-off, reduction to part-time and rehire. Regular full-time employees reduced to a part-time basis shall be offered available work in accordance with the above procedure. The foregoing provisions do not apply to employees hired to work on relief staff or replace employees who are absent due to vacations, sickness, accident or other leaves of absence.

Employees regularly working full-time, laid off or reduced to part-time in accordance with the above provisions by the Company, shall be recalled to work in order of length of service with the Company provided:

1. No more than six (6) months have elapsed since the last day worked by the employee; and
2. The employee reports for duty within twenty-four (24) hours from time of recall;
3. The employee is capable of performing the work.

Employees regularly working full-time rehired within six (6) months of their lay-off shall retain their previous length of service for the purpose of this Article.

- (b) The six (6) month and twenty-four (24) hour deadlines contained in 1 and 2 above 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.

(c) Reduction and Increase of Hours

Unless fitness and ability are greater than other employees involved in the store, preference in available hours of work shall be given to senior employees within the store insofar as this is consistent with their availability and willingness to perform the work. The judgment as to competency of an employee is the right and function of the Employer.

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

Seniority shall mean length of continuous service with the Employer, within the Bargaining Unit.

- (d) The Employer agrees to give one (1) week notice prior to changing an employee's status from full-time to part-time basis.
- (e) No regular part-time employee shall have his hours reduced when a casual employee is working hours that could be worked by the part-time employee, in which event the casual employee shall have his hours reduced.

Employees shall not be transferred by the Employer to another store if such transfer results in a loss of hours or unless the employee so wishes to be transferred.

- (f) No full-time employee shall have his/her hours reduced when a part-time employee is working hours in the Bargaining Unit that could be worked by the full-time employee; in which event, the part-time employees shall have their hours reduced.

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

Any full-time or regular part-time employee who is laid off or fails to receive hours of work to which he was entitled according to the foregoing understanding shall be compensated for the hours involved in any such violation at his regular rate of pay.

- (g) Regular part-time employees who are desirous of becoming full-time employees, or increase their hours of work, shall inform the Employer in writing. A copy of this will be forwarded by the employee to the Union Office and the selected employee shall receive the position in accordance with Article 9 (a). The Employer agrees to give full consideration to the employee's request. 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 the Collective Agreement.

(h) Return to Work After Illness

After absence due to illness or injury, the employee must be returned to his/her job without loss of seniority when capable of performing his/her duties, provided **two (2) years** has not elapsed between the return and the last day worked.

It is understood the foregoing provisions of the Article are subject to Articles 16 & 17 of this Agreement.

- (i) When a part-time employee works the basic work week for twelve (12) consecutive weeks, a full-time position will be deemed to exist and will be filled by that employee if desirous of that full-time position. If that employee is not desirous of full-time employment then the full-time

position will be filled by an employee who has a written request for full-time employment. It is understood that the above clause shall not apply to students during the summer vacation period. If the applicant is unsuccessful, then he/she will be returned to his/her former position without reduction of seniority or pay.

Article 10 - Union's Recognition Of Management's Rights

The Union acknowledges that it is the exclusive right of the Employer to operate and manage the business of the Employer in all respects.

Without limiting the generality of the foregoing, the Employer reserves all rights not specifically restricted or limited by the provisions of the Collective Agreement including the right to

- (a) Maintain order, discipline and efficiencies;
- (b) From time to time, make rules and regulations to be observed;
- (c) Direct the working force and create new classifications and work units and determine the number of employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position will be continued or declared redundant subject to the provisions of the Collective Agreement;
- (d) Hire, promote, transfer, lay-off and recall employees or demote, discipline, or discharge for just cause;
- (e) Designate and change the hours of operation and the hours of work of each employee.

The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other functions not specifically set forth. The Employer therefore retains all rights not otherwise specifically covered in this Agreement. The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement, nor shall they be used to discriminate against an employee solely

because they are a member of the Union, for serving on a Union committee, or reporting a violation of the Collective Agreement.

Article 11 - General

(a) The Employer agrees to provide and maintain adequate heating facility in each store, as prescribed in the Employment Standards Code.

(b) Transportation for Transferred Employee

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

(c) Notice pertaining to Union meetings, Union social events, or matters of the Union may be posted on the store bulletin board after such notices are approved by Management.

(d) The Company agrees to allow time off work without pay for one (1) delegate elected to attend Union conventions and seminars. The Employer also agrees to allow time off work on a fifty-fifty (50/50) cost sharing basis for delegates attending contract negotiations. Requests for more than one (1) delegate shall be decided by mutual agreement between the Company and the Union. The Union will give the Employer two (2) weeks notice in regard to such request to attend conventions or seminars.

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

(e) Where the Employer requires an employee to take a physical examination, doctor's fees for the examination shall be paid for by the Employer. ***Time spent for the initial examination and follow up to the first examination shall be paid by the Employer at straight time rate of pay to a maximum of one (1) hour for each such examination.***

(f) Jury Duty and Material Witness

Full-time employees summoned to Jury Duty or subpoenaed as a Material Witness shall be paid wages amounting to the difference between the amount paid them for such service and the amount they would have earned had they worked on such days. Employees on Jury Duty or Material Witness shall furnish the Employer with such statements or earnings as the courts may supply. This does not apply if the employee is summoned on his/her day or days off.

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 of Jury Duty or as Material Witness and actual work on the job in the store in one (1) day shall not exceed eight (8) hours for the purpose of establishing the basic work day. Any time worked in a store in excess of the combined total of eight (8) hours shall be considered overtime and paid for as such under the contract.

(g) Union Decal

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

(h) Wearing Apparel

The Employer shall furnish, without cost to the employees, a smock or apron, and the Company shall pay for repair and laundering of same in compliance with the applicable order of the Provincial Labour Statutes.

Special clothing such as rain capes and parkas are to be supplied by the Employer where required. Members shall be permitted to wear sweaters providing they are acceptable to the Company. Employees shall be permitted to wear suitable boots in inclement weather. Slacks for cashiers are to be supplied by the Employer. Gloves are to be supplied and made available during cold weather.

(i) Cash Shortages

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

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

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

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

(j) Funeral Leave

Any employee will be granted time off from work without loss of pay in the event of a death or life threatening illness in the immediate family. Length of such leave shall be determined by the Employer with consideration given to the employee with respect to travel time. 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, grandchildren, common-law husband/wife.

If the demise is the case of an Aunt or Uncle, a full-time employee will be allowed one (1) day leave of absence with pay to attend the funeral.

Notwithstanding the foregoing, if a death is a case of spouse, father, mother or child, the employee shall be entitled to a minimum of three (3) days leave of absence with pay at the time of bereavement. *Consideration shall be given to more time in a special circumstance.*

(k) **Funeral Leave – Part-Time Employees**

Part-time employees shall be granted time off in the event of a death of his/her spouse, parent, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchildren, common-law husband/wife or in the case of life threatening illness. The length of such leave shall be determined by the Employer with consideration given with respect to travel time. The time off with pay shall be determined on the basis of scheduled hours lost during the period of bereavement.

(l) **Pregnancy Leave**

Employees shall request a leave of absence without pay up to a maximum of fifteen (15) weeks because of pregnancy. Such request will be granted, provided the employee submits to her Employer a request, in writing, for such leave at least two (2) weeks prior to the date she intends to commence such leave, together with a certificate from a qualified medical practitioner, certifying that she is pregnant and indicating the estimated date of confinement. Such leave may, at her discretion, commence twelve (12) weeks or more (depending on medical requirements) prior to confinement and the period, if any, between the date of confinement mentioned in the certificate and the actual date.

Employees will continue to accrue seniority while on maternity leave.

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

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

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

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

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

(m) *Parental/Adoption Leave*

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

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

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

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

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

(n) Other Leaves of Absence

Employees with one (1) years service with the Employer may request a leave of absence without pay for a period not to exceed two (2) months upon written application through the Store Manager, with a copy to the Personnel Department of the Employer. If the request is refused, the employee shall be so advised as to the reasons for the refusal. If granted, the employee must pay one hundred (100%) percent of the cost of premiums of medical, life insurance and similar fringe benefits while on leave of absence.

Application for leave of absence must be submitted preferably ninety (90) days, but not less than forty-five (45) days prior to the period for which leave is intended. Compassionate leaves to employees will be dealt with on an individual basis.

(o) Staff Meetings/Departmental Meetings

Staff meetings will be compensated on a fifty-fifty (50/50) basis and will be scheduled where the majority of the staff are available. Meetings will be limited to one (1) hour duration and be held no more than four (4X) times a year.

Notwithstanding the above, department meetings may be required. Departmental meetings will be held with pay.

(p) Charitable Donations

Employee donations to charity funds shall be on a strictly voluntary basis.

(q) Time Off To Vote

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

(r) Polygraph Tests

The Employer will not use polygraph or similar lie detector tests.

(s) Equal Pay For Equal Work

The Employer agrees to comply with the prevailing Alberta Statutes.

(t) Technological Changes

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

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

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

(u) Clerk-Cashier Transferability

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

1. Clerk-Cashiers wishing to become Food Clerks shall make application for such transfer on a form supplied by the Employer on request.
2. Any employee who makes application for the position within the first thirty (30) days after the details have been circulated, shall be eligible to receive Food Clerk's hours, as they become available, in accordance with their seniority.
3. Any employee who makes application for the position within the first thirty (30) days after details have been circulated, shall be eligible to receive Food Clerk's hours, as they become available, in accordance with their seniority.
4. Employees making application after this period shall become eligible for the position in order of their date of application.

Should the time of application of two (2) or more employees coincide, then seniority shall be the determining factor among such employees.

5. Applicants must be prepared to perform the full scope of the Food Clerk's job.
6. Applicants cannot maintain any restrictions regarding number of hours of work per week until all hours are in the Food Clerk's category.
7. There will be a training period of two hundred and forty (240) hours of actual work within an eight (8) week period to decide:
 - i) If the employee wants the work, and

- ii) If the employee can perform the work, (such determination to be subject to the grievance procedure).

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

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

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

- 8. Employees, except students, who are presently being paid the Food Clerk rate for all hours worked, would have first option on available hours except as set out in #7 above.
- 9. Clerk-Cashiers on the program receiving Food Clerk's hours must relinquish a corresponding number of hours as Clerk-Cashiers. They may claim available hours only in the Food Clerk's category until he/she receives forty (40) hours per week in the Food Clerk's category.

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

- 10. (i) An employee who is receiving less than top rate for Clerk-Cashier and who is transferring from Clerk-Cashier to Food Clerk hour shall be paid for such hours at the next highest rate on the Food Clerk's progression scale, such rate to be

increased in accordance with the number of hours spent on Food Clerk's duties in accordance with the progression tables. Clerk-Cashier on top Cashier rate shall receive next highest Food Clerk rate.

- ii) An employee at top rate for Clerk Cashier and is transferring from Clerk-Cashier to Food Clerk hours shall be paid for such hours at the rates established in this Collective Agreement for this position.

11. Should an employee who transferred into the Food Clerk category from the Clerk-Cashier category face layoffs within twelve (12) months from the time he/she started work as a Food Clerk under the program, he/she shall be able to exercise his/her seniority in the Clerk-Cashier classification.

(v) Clerk's Work Clause

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

- 1. Supervisory and specialist personnel of the Employer;
- 2. Rack Jobbers;
- 3. Sales persons handling bakery specialties products (if merchandise is carried in the truck) will be allowed to stock sweet goods only;
- 4. Sales persons or driver salesmen in the employ of soft drink distributors may sort and pick up their Company's returns in the course of their duties for their Employers;
- 5. Demonstrators;

6. Special personnel assisting prior to the store opening and one (1) week thereafter and during major store remodeling;
7. Sales persons employed in the building of special displays. End displays on regular store fixtures shall not be considered as special displays except that sales persons may assist in the design and decoration of such displays; provided actual stocking of merchandise is performed by employees of the Employer.

Special promotions other than shelf or end displays may be built, designed and decorated by Sales persons, provided that replenishing of merchandise shall be performed by employees of the Employer.

“Sales persons” for the purpose of this Article shall mean persons other than employees of the Employer.

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

Where there is a violation of the Clerk’s work clause in any store, covered under the jurisdiction of the Collective Agreement, a written warning from the Union will be provided to that store. In the case of a subsequent violation in that particular store within twelve (12) months of the written warning, the Employer will pay a fine of two hundred dollars (\$200.00).

Such fine will be paid by the Employer to the United Food and Commercial Workers Dental Care Plan.

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

J.L.M.

The Employer and the Union agree to set up a Joint Labour Management Committee and meetings are to be held no less than twice (2X) a year.

Article 12 - Strikes And Lockouts

There shall be no strikes or lockouts during the term of this Agreement, as per Section 105 and 106 complete of the Alberta Labour Relations Code, 1980.

If an employee feels or believes Management is attempting to coerce him/her into quitting, he/she should report to the Union accordingly, and such a complaint shall be grounds for a hearing under the grievance procedure.

Article 13 - Health, Welfare, Sick Leave And Group Insurance

The Employer agrees during the term of this Collective Agreement to make available to all eligible employees:

- (a) Employees who average thirty (30) hours per week for thirteen (13) weeks will be provided Group Insurance Benefits as described in Article 4. Employees who are unable to maintain this thirty (30) hour average over a twenty-four (24) week period shall have their benefits bridged for a further period of three (3) months after which they will be deleted from the plan if not meeting the thirty (30) hour average.
- (b) The Employer shall pay the whole cost of core benefits. ***The Company to provide the Union with a Health and Welfare booklet and to notify the Union with any changes to the Health and Welfare plan.***

- (c) **Workers Compensation:** Full-time employees qualified for compensation from the Workers Compensation Board shall, in addition to the amount received from Workers Compensation Board, be paid monies to a maximum of the employee's regular contract rate for the first three (3) days and to a maximum of seventy-five (75%) percent thereafter if the Workers Compensation does not pay seventy five (75%) percent of the employee's regular contract wages. Such period to be for maximum of thirteen (13) weeks from the date of the accident.
- (d) Full-time employees shall accumulate credits at the rate of four (4) hours for each full month of employment, up to a maximum of one hundred sixty (160) hours, twenty (20) days credit. Credits shall accumulate only on full-time employment following the completion of a three (3) month full-time employment eligibility period. Each year end an employee who has not used sick leave may claim payment for fifty (50%) percent of all sick leave in hand and over and above the five (5) day minimum, in lieu of such unused sick leave.

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

The Employer shall apply any accumulated sick leave to absences due to sickness not covered by Insured 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.

Employees who retire on pension, or who voluntarily terminate their employment with their Employer, or who are permanently laid off from their employment with the Employer, or are totally disabled due to occupational accident, shall upon termination or retirement, be paid fifty (50%) percent sick leave accumulation they may have to their credit.

A regular full-time employee having accumulated sick leave credits and who is reduced to part-time by the Employer, will be paid fifty (50%) percent sick leave accumulation for actual time off the job, due to illness, not covered by Weekly Indemnity.

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

(e) Life Insurance and Weekly Indemnity Benefits

The Company agrees to make available to regular full-time employees who have completed three (3) months of full-time employment, Group Life Insurance and Weekly Indemnity Benefits as described in the booklet. It is understood that all the rules of the plan shall apply. The Company shall advise the Union of any amendments to the Plan as they occur.

(f) Dental Plan

Current employees who qualify for dental benefits on the basis of maintaining an average of **thirty (30)** hours worked over twelve (12) consecutive weeks and those who qualify on this basis up to June 1st of 1995 shall continue to enjoy dental benefits provided they maintain the average. **Employees hired prior to June 1, 1995 will qualify for dental benefits on the basis of maintaining an average of 15 hours worked over 12 weeks.**

The core plan will be at no cost to the employees.

- (g) The employer shall establish a Health and Safety Committee during the first six (6) months after ratification of this Collective Agreement. Meetings shall be monthly or as otherwise mutually agreed between the parties. The responsibilities of this committee shall be the promotion of Health and Safety in the workplace and the elimination of lost time accidents. The committee may utilize internal experts or the Occupational Health and Safety Division of the Department of Labour of the Government of Alberta. The committee shall consist of two (2) members of the bargaining unit and at least one (1) Manager. The chairpersons of this committee shall be rotated between members and management.

(h) Canadian Commercial Workers Industry Pension Plan

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

Effective January 1, 1995, the Employer agrees to contribute to the Canadian Commercial Workers' Industry Pension Plan, fifty-two (52) cents per hour for all hours paid by the Employer to members of the Bargaining Unit (hours paid shall include hours worked, vacation, General Holidays, sick days (not including weekly indemnity), Jury Duty, bereavement leave, etc.), up to a maximum of forty (40) hours per week.

Effective January 1, 1996, the rate of contribution will be fifty-five (55) cents per hour.

It is agreed that the Employer will pay all outstanding arrears in pension contributions to the Canadian Commercial Workers Industry Pension Plan within thirty (30) days of the ratification of this Agreement and further will commence and continue payment of contributions to the Pension Plan in accordance with the terms of the Collective Agreement immediately upon ratification.

Article 14 - Union Store Visits

The Union agrees that whenever possible, the interviewing of employees shall be conducted during lunch hours or rest periods. In the event such times are not practical, the person in charge of the store and Union representative shall attempt to mutually agree on a suitable time during working hours. If they do not agree, the matter will be referred to the Personnel Department.

Interviews during working hours shall not exceed ten (10) minutes. They shall be held in a place designated by Management.

Union representatives after notifying the Manager of his appointee shall be permitted to review the hours of work schedule and time sheets and in the

event of any discrepancies, this shall be presented under Article 16 of this Agreement.

Union Stewards

The Company agrees to the right of the Union to appoint one (1) Union Steward per store and one (1) alternate. The Company agrees to allow Shop Stewards, designated by the Union, to wear their Shop Steward badge while on duty.

The Employer agrees that Union Stewards will not be transferred (except with the consent of the employee involved) to another store.

Article 15 - Discrimination

- (a) *The Employer agrees that there shall be no discrimination, harassment, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of any rights or privileges under this Collective Agreement, including hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political, religious affiliation or activity, sex or marital status, sexual orientation, place of residence, disability, nor by reason of his/her membership of activity in the Union, or any other reason.*
- (b) 1. *The Union and the Employer recognize the right of the Employees to work in an environment free from sexual harassment, and the Employer undertakes to discipline any person employed by the Employer engaged in sexual harassment of another employee.*

Sexual harassment shall be defined as:

- (a) *Inappropriate touching, including touching which is expressed to be unwanted;*

- (b) Suggestive remarks or other verbal abuse with a sexual connotation;*
 - (c) Compromising invitations;*
 - (d) Repeated or persistent leering at a person's body;*
 - (e) Demands for sexual favours;*
 - (f) Sexual assault.*
- 2. In cases of sexual harassment, the Employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the grievance.*
 - 3. An employee may initiate a grievance under this clause at the first step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.*
 - 4. It is the policy of the Employer to ensure that the working environment is conducive to the performance of work and is such that employees are not hindered from carrying out their responsibilities. The Employer considers harassment in the workplace to be a totally unacceptable form of intimidation and will not tolerate its occurrence. The Employer will ensure the victims of harassment are able to register complaints in complete confidence without fear of reprisal.*
 - 5. Personal harassment shall be defined as any personally oriented practice, that undermines an employee's health, job performance, or endangers the employee's employment status or potential. All personnel have the right to work without such harassment.*
 - 6. It is the responsibility of the Employer to ensure that this policy is respected by all employees. The Union and the*

Employer agree that during the life of this Agreement, they shall jointly develop procedures, to deal with any allegations of harassment, which shall be attached to and form part of this Collective Agreement.

Article 16 - Grievances

(a) Definition

Any complaint, disagreement, or difference of opinion between the parties hereto concerning the interpretation, application, operation or any alleged violation of the terms and provisions of this Agreement shall be considered a grievance. The Employer, the employee or the Union may present a grievance.

The employee must present his/her grievance to the Store Manager. Failure to resolve differences, the employee must then approach the Shop Steward (or alternate). The Steward must then approach the Manager or his/her designate. Failure to resolve the dispute, the Steward may then approach the Union Representative who must then attempt to resolve the dispute.

No employee shall be asked to make any written or verbal agreement with the Employer covering hours of work, wages, or working conditions during the life of this Agreement contrary to the terms of the Agreement set herein.

- (b) 1. *When an employee's work performance is such that it may lead to discipline or discharge and is the subject of discussion between the employee and the Employer, the Union Steward shall be present.*
2. *No reprimands to remain on an employee's file after twenty-four (24) months and are not to be used in disciplinary proceedings.*

- (c) 1. Any employee alleging wrongful dismissal may place his/her allegation before the Union Representative and if the Union Representative considers that the objection of the employee has merit, the dismissal shall become a grievance and be subject to the grievance procedure as established by this Agreement. Grievances involving dismissals must be submitted to the Employer, in writing, not later than ten (10) working days from the event giving rise to the grievance or it shall be waived by the aggrieved party provided notice has been given as required under Article 8 of this Agreement.
2. When an employee has been terminated or suspended and is reinstated, that employee will not be placed back into the store in which the dispute occurred if he/she so chooses and providing a comparable position is available in another of the Employer's stores without loss of benefits, wages and seniority to the employee involved.
- (d) The employee may present a grievance to either the Store Manager or direct to the Union office. No employee shall be discharged or discriminated against for reporting to the Union any alleged violation of any provisions of this Agreement. The procedure shall be as follows: In the event an Employer fails to respond to a written grievance within thirty (30) days it shall be deemed to have been settled in accordance with the remedy set out in the written grievance.
1. When a grievance is submitted to the Manager, he/she shall render a decision within five (5) working days. The aggrieved person, if not satisfied, must notify the Union within five (5) working days after receipt of the Manager's decision. The grievance shall be waived if the employee does not comply with the time limits.
2. If an employee elects to place his/her grievance directly to the Union office, he/she must do so in writing within five (5) working days of the date giving rise to such occurrence or the right to the grievance procedure shall be waived. Grievances referred to the Union shall be forwarded in writing to the Human Resources

Department of the Employer not later than ten (10) working days from the date the grievances were received from the Union.

3. The Union Representative or Representatives and the Employer's Labour Relations Representative shall, in good faith, earnestly endeavor to settle the grievance submitted. If a satisfactory settlement cannot be reached or if either party to whom the grievance has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may have written notice served upon the other, requiring submission of the grievance to a Board of Arbitration. Such Board of Arbitration is to be established in the manner provided in Article 17 of this Agreement.

Article 17 - Board Of Arbitration

The Board of Arbitration shall be composed of three (3) members and shall be established in the following manner:

Within ten (10) days, (excluding Sundays and Holidays) following receipt of such notice, the Employer and the Union each shall select a Representative to serve on the Board of Arbitration. The Representative of the Union and the Representative of the Employer shall, within five (5) days, (excluding Sundays and holidays) after they have been selected, choose an additional member to act as Chairman. Once chosen, the Chairman and the Employer's Representative and the Union's Representative must meet in sixty (60) calendar days to hear the matter in dispute and render a decision within thirty (30) calendar days. In the event of failure of the nominees of the Union and the Employer to agree upon a Chairman within the five (5) day period specified, the Judge of the Court of Queen's Bench of Alberta shall be immediately requested to name a third member who shall act as Chairman of the Board of Arbitration. Within five (5) days of the appointment, the impartial Chairman of the Board of Arbitration shall sit to consider the matter in dispute and shall render a decision within fourteen (14) days after its first session. It is understood and agreed that the time

limits as set forth herein may be altered by mutual agreement between the Employer and the Union.

Grievances submitted to the Arbitration Board shall be in writing and shall clearly specify the nature of the issue. In reaching a decision, the Board of Arbitration shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions. The expenses of the impartial Chairman shall be borne equally by the Employer and the Union unless otherwise provided by Law.

In the case of discharge which the Board of Arbitration has determined to have been for an improper cause, the Board may order the reinstatement of the employee and shall award him/her full or part back pay.

The decision of the majority of the Board of Arbitration shall be deemed to be a decision of the Board. The findings and decisions of the Board of Arbitration shall be binding and enforceable to all parties.

Article 18 - Expiration And Renewal

This Agreement shall be effective from **October 29th, 2003**, until **October 28th, 2006**, and shall remain in force thereafter from year to year, however, either party may not more than one hundred and twenty (120) days and not less than sixty (60) days before the expiry date give notice in writing to the other party to negotiate a revision thereof. Upon such notice being given the Agreement shall remain in effect until a strike or lockout commences.

Signed This 25 Day of November, 2004

For The Employer:

For The Union:

Theresa McLaren

Bargaining Committee:

- Tanis Cripps**
- Maureena Lance**
- Anna Marie Pitt**
- Doug O'Halloran**
- Theresa McLaren**
- Nathalie Doerth**

This Agreement was ratified on October 29th, 2003.

Appendix 'A'

Wage Rates, Classification, Hours of Work, Etc., For Employees employed in the In-Store Bakeries of Forest Lawn Garden Market I.G.A.

Journeyman Bakers			
Current	Effective October 29th, 2003	Effective October 29th, 2004	Effective October 29th, 2005
\$14.00	\$15.50	\$15.97	\$16.44

Hours	Bakery		Decorators)	
	Current	Effective October 29th, 2003	Effective October 29th, 2004	Effective October 29th, 2005
0	\$8.00	\$8.24	\$8.49	\$8.74
500	\$8.55	\$8.81	\$9.07	\$9.34
1000	\$9.10	\$9.37	\$9.65	\$9.94
1500	\$9.65	\$9.94	\$10.24	\$10.54
2000	\$10.20	\$10.51	\$10.82	\$11.15
2500	\$10.75	\$11.07	\$11.40	\$11.75
3000	\$11.30	\$11.64	\$11.99	\$12.35
3500	\$11.85	\$12.21	\$12.57	\$12.95
4000	\$12.40	\$12.77	\$13.16	\$13.55
4500	\$13.00	\$13.39	\$13.79	\$14.21
5000	-	\$13.96	\$14.38	\$14.81
5500	-	\$14.52	\$14.96	\$15.41

Current decorator staff to be classified as Bakery Product on Assistants.

The basic work week for all employees working in the production part of the Bakery will be **a maximum of** thirty-seven (37) hours.

Shifts commencing between the hours 10:00 p.m. and 6:00 a.m., an additional premium of forty-five (\$0.45) cents per hour shall be paid.

Basic Work Week – Overtime – General Holidays

- (a) All time worked in excess of the basic work or daily hours as scheduled by the Employer shall be worked only after authorization by the Management. All employees shall be paid at time and one half (1 ~~1/2~~X) their regular hourly rate for all overtime hours worked. Also in a week in which a General Holiday or Holidays occur, the basic work week shall be reduced by the number of hours that a regular full-time employee normally works and overtime will be paid at time and one half (1 ~~1/2~~X) the regular hourly rate for all hours worked in excess of the reduced basic work week. Compensating time off shall not be given in lieu of overtime pay.
1. There shall be a definite daily starting time for each employee. A minimum of twenty-four (24) hours notice must be given by the Employer of any change in the scheduled hours of a full-time employee. Such notice is not required in respect to an emergency or overtime work.

Management agrees that when no notice is possible or practical, that the Manager will inform the employee the reason why it is necessary to work overtime or to have his/her shift changed without notice.

2. Daily hours of work for full-time employees shall be consecutive with the exception of not less than thirty (30) minutes out for meal period.

Employees working a shift of six (6) hours, up to and including eight (8) hours, shall be granted a meal period.

Meal periods shall be on the employee's own time and start not earlier than three (3) hours or later than five (5) hours after commencement of the employee's shift. Provided that where an employee is required to work ten (10) hours or more per day, that the Employer will allow an additional meal period of one half (1/2) hour in duration


Severance Pay

In the event of amalgamation, permanent closure of plant, or department thereof, or automation, causing a regular full-time employee to be discharged, the Company hereby agrees to pay such employees severance pay, at his/her regular rate of pay as follows:

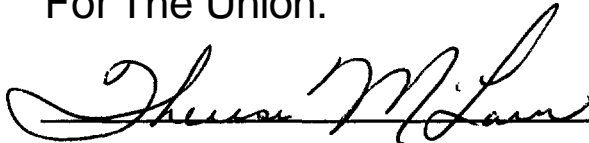
- Employees with two (2) consecutive years of service - two (2) weeks;
- Employees with five (5) consecutive years of service - three (3) weeks
- Employees with ten (10) consecutive years of service - four (4) weeks

Appendix “ A along with Articles I, 2, 3, 4, 5, 6A, 6E, 6F, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 and Appendix “B” make up the contract to cover the Bakery Workers.

For The Employer:



For The Union:



Letters Of Understanding

Letter of Understanding#1

The Company and Union agree that:

1. There shall be a Management Trainee position;
2. Only one such position shall exist in bargaining units services by Local 401;
3. A training plan is to be communicated to the Union and shall be of one year's duration, unless extended by mutual agreement;
4. No Bargaining Unit employee shall have their hours reduced as a result of the filling of this position;
5. Copies of weekly schedules including the trainee position will be provided to the Union upon request;
6. No more than forty (40) hours per week shall be spent on bargaining unit work.
7. Wherever possible, provided merit and ability are adequate, the Company will use this position for the training and development of existing staff. Openings for this position will be posted at all Bargaining Units.

Letter of Understanding #2

The Company and Union agree that employees currently in the position of Produce Manager will remain part of the bargaining unit. All future employees promoted to these positions shall not be a member of the bargaining unit. No employees shall have their hours reduced by virtue of the removal of the Produce Manager from the scope of the Collective Agreement. The Company agrees the Produce

Manager's hours shall be recorded accurately and this information shared with the appropriate Union official upon request.

Letter of Understanding #3

The Company and Union agree that All employees will receive lump sum payments based on the following:

- *All employees hired prior to 1990 - \$1,500.00*
- *All employees hired after January 1st, 1990, but before January 1st, 2000 - \$1,000.00*
- *All employees hired after January 1st, 2000, who have averaged twenty-four (24) hours or more per week over the four (4) months immediately preceding the date of ratification (or, in the case of employees on maternity leave, in the four (4) months immediately preceding the start of the leave) - \$750.00*

All employees hired after January 1st, 2000, who have averaged less than twenty-four (24) hours per week over the four (4) months immediately preceding the date of ratification (or, in the case of employees on maternity leave, in the four (4) months immediately preceding the start of the leave) - \$500.00

Letter of Understanding #4


The Company and Union agree that Employees whose rates will remain off the grid (Chantel Dunlop, Tawny Lowe) will receive wage increases of three (3%) percent in each of the three (3) years of the Collective Agreement.

Letter of Understanding #5

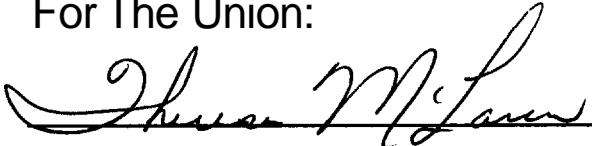
Journeyman Bakers will receive a one (1) time adjustment in Year One, followed by three (3%) percent in each of Year Two and Year Three.

Signed This 25 Day of November, 2004

For The Employer:



For The Union:



Bargaining Committee:

**Tanis Cripps
Maureena Lance
Anna Marie Pitt
Doug O'Halloran
Theresa McLaren
Nathalie Doerth**

This Agreement was ratified on October 29th, 2003

Letter Of Intent


BETWEEN: Forest Lawn Garden Market I.G.A. (EMPLOYER)

AND: UNITED FOOD AND COMMERCIAL WORKERS,
LOCAL 401 (UNION)

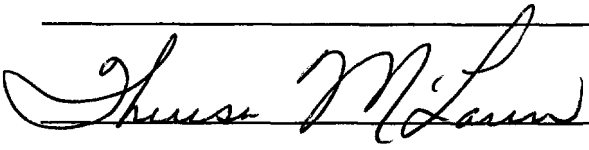
The Company and the Union agree that, should the Employer decide to introduce a new position in any of the stores, covered by the Collective Agreement in Calgary, the parties will meet prior to the implementation of such position to determine the rates of pay, hours of work and any other conditions necessary for discussion, with the intent of adding these to the existing Collective Agreements where necessary.

Signed This 25 Day of November, 2004

For The Employer:



For The Union:



Bargaining Committee:

**Tanis Cripps
Maureena Lance
Anna Marie Pitt
Doug O'Halloran
Theresa McLaren
Nathalie Doerth**

This Agreement was ratified on October 29th, 2003.

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