

# COLLECTIVE AGREEMENT

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BETWEEN

SOBEYS CAPITAL INC.

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

AND

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

*Renewal: November 14<sup>th</sup>, 2009*

13395(02)

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THIS COLLECTIVE AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2007

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 **CANADA**, LOCAL 401; hereinafter referred to as “the Union”

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

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

#### Article I – Bargaining Agency

- 1.1 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, **Produce Manager, Pharmacists** and employees employed in the Meat and Delicatessen Departments.

## Article 2 - Union Shop

- 2.1 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.
- 2.2 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 Appendix "A (#22) 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.
- 2.3 **Probation**
- 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.

## Article 3 - Deduction of Union Dues

- 3.1 The Employer agrees to deduct from the wages of each employee initiation fees and Union dues that are authorized by a regular and proper vote of the Membership of the Union.

- 3.2 ***Upon mutual agreement, the Employer may submit the dues electronically in a manner acceptable to both parties.***
- 3.3 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.
- 3.4 The Employer will provide a list every two (2) weeks of all those employees who terminate their employment.
- 3.5 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

##### 4.1 Basic Work Week

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 ***with the exception of Bakery Production which will be thirty-seven (37) hours to be worked in three (3), seven (7) hour days and two (2), 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 (***Bakers and Bakery Production will be thirty-seven (37) hours***). 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.

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

## 4.2 Days Off

The Employer will schedule full-time employees two **(2)** consecutive days off, **at least once** 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 Employer 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.

#### 4.3 Sunday Work

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

Sunday work shall be voluntary.

Employees will be given the opportunity to declare their availability for Sunday work four (4X) times per year – January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, and October 1<sup>st</sup>. Work on Sundays shall be rotated among employees who are available for work on that day.

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.

Sunday Premium Pay – All employees who are scheduled to work on Sunday shall be paid a premium of one (\$1.00) dollar per hour for all hours so worked.

#### 4.4 **Part-Time Scheduling**

Part-time employees shall be scheduled to work based on seniority **as** follows:

The longest shift on any given day within their respective department and classification shall be given to the senior part-time employee. For example, if customer service requirements mean that one department and classification requires ten (10) consecutive hours of work, the junior employee shall receive four **(4)** hours and the senior employee shall receive the balance.

Hours shall be scheduled, by seniority, to a maximum of forty **(40)** hours (Bakers and Bakery Production will **be** thirty-seven (37)

hours) and a maximum of five (5) days per week when other part-time employees have less than forty (40) ***(Bakers and Bakery Production will be thirty seven (37) hours)*** hours during that week;

Shifts may be concurrent or overlapped to satisfy customer service requirements, provided, however, shifts will not be created in a manner which avoids rest and/or meal periods;

The Employer will not schedule part-time hours to avoid creating full-time positions.

Employees with restricted hours shall not be entitled to any scheduled shift or portion thereof if the shift conflicts with their restrictions.

The scheduling of employees for available hours of work shall be by seniority within the classification, and department, before offering such hours on the basis of seniority outside the employee's department.

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.

The calling in of part-time employees shall be offered in order of seniority by classification and department provided the more senior employee with less than forty (40) hours ***(Bakers and Bakery Production will be thirty-seven (37) hours)*** in that week and would not exceed forty (40) hours ***(Bakers and Bakery Production will be thirty-seven (37) hours)*** if called in. Such

call-ins for work shall be first offered on the basis of seniority to those in the department by classification, before offering **such** call-ins on the basis of seniority, bargaining unit **wide**.

#### 4.5 Call-In Time

*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.*

#### 4.6 Students

*Article 4.5 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/she was brought in to start his/her shift one half (1/2) hour or later after store closing time.*

*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 Employer agrees to give the hours to the most senior employee at work, before any employees are called in.*

*Any changes made to the schedule will be marked in ink.*

## Overtime

All employees shall be compensated at the rate of time and one half (1 ½ X) their regular hourly rate for all hours worked over forty (40) hours (*Bakers and Bakery Production will be thirty-seven (37) hours per week, or eight (8) hours in any one (1) day (Bakers and Bakery Production on scheduled seven (7) hour days will receive time and one half (1 ½ X) after seven (7) hours worked.* Compensating time off shall not be given in lieu of overtime pay.

Any employee required to work the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day of a basic work week shall receive time and one half (1 ½ X) of the employee's rate of pay for all hours worked.

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.

*Where overtime of less than four (4) hours is required, it will be offered first to the senior employee on shift by classification and thereafter in descending order, within the department and classification, who is capable of performing the work. Where the requirement for overtime is not satisfied in this way, it shall be offered first to the senior employee, by classification on shift in the bargaining unit and thereafter in descending order who is capable of performing the work. If necessary the junior qualified employee will be required to perform the overtime work.*

*In the event an employee is called in to work overtime hours, such overtime will be offered first to senior employees within the department and classification, who are capable of performing the work. Where the requirement for overtime is not satisfied in this way, the overtime shall then be offered on the basis of bargaining unit seniority to employees who have sufficient ability to perform the work.*

If the senior employees do not wish to accept the overtime, then Management shall have the right *by reverse seniority* to assign such work to such junior employees who have the necessary ability, qualifications and who are at work at the time.

#### 4.8 Rest Periods

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

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.

*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.*

*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 (1/2) hour for lunch break unpaid.*

*A daily shift of seven (7) or more hours will have two (2) paid rest periods and one (1), thirty (30) minute unpaid meal period of uninterrupted duration. However, the Employer agrees to make allowance for a one (1) 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.*

*Where an employee is required to work ten (70) hours or more per day, the Employer will allow an additional meal period of one half (1/2) hour in duration unpaid should the employee request it.*

*There shall be no exception to the meal period. Meal periods are without pay.*

*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.*

*A part-time employee whose schedule is increased shall be granted meal and rest periods as set out above.*

*If an employee is required to work two (2) or more hours overtime continuous with the regular shift, he/she will be given a fifteen (75) 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 (1/2) hour unpaid meal period in addition to the above-mentioned rest period.*

*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.*

#### **4.9 Posting of Schedule- Pay Period**

*There shall be a regular two (2) week pay period or a pay period as mutually agreed upon.*

*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.*

#### 4.10 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.

#### 4.11 Classifications/Scheduling Groups

1. - *Administration*
  - *File Maintenance Person*
  - *Office Clerk Position*
  - *Back up File Maintenance and Office Clerk positions shall be awarded on the basis of a job posting. Successful applicants shall remain a member of the classification scheduling group they were in at the time of being awarded the back up posting until their thirteen (73) week average hours in the Administration group exceeds the average hours in the group they came from and may continue to work in. Once their thirteen (13) week average hours in the Administration scheduling group exceeds the thirteen (73) week average hours in their pre-posting group, they shall become a member of the Administration Scheduling group for all purposes of classification scheduling groups.*

- *As an exception to the above, when a position that is being covered is as result of Long Term Disability, Short Term Disability, Workers Compensation, Maternity or any approved leave of absence the thirteen (13) week average will not apply.*
  - *Front End*
  - *Cashiers/Supervisors/Customer Service*
  - *Courtesy Clerk*
2. - *Clerks*
- *Grocery Clerk/Demo*
  - *Produce Clerk Floral*
  - *Receiver*
3. - **Bakery**
- *Sales*
  - *Production*
  - *Bakers*
4. - *Pharmacy*
- *Pharmacy Tech*
  - **OTC Clerks**

## Article 5 - General Holidays

5. ■ The following days shall be considered as “General Holidays” for the purpose of this Collective Agreement:



Thanksgiving Day  
Remembrance Day  
Canada Day  
Christmas Day  
Boxing Day  
Family Day

Good Friday  
Victoria Day  
Labour 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 Employer retail stores will remain closed on Christmas Day.

## 5.2 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 5.1 shall be as follows:

Commencing with the fifth (5<sup>th</sup>) week of employment, full-time employees shall receive forty (40) hours pay (***Bakers and Bakery Production will be thirty-seven (37) hours***) 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 X).

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.

### 5.3 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 (1 ½ X) 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 (1 ½ X) 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.

### 5.4 General Holidays for Part-Time Employees

***Payment for General Holidays shall be calculated on regular hours worked on average in the four (4) weeks preceding the***

*week in which the General Holiday occurs and paid to the employee at his/her regular hourly rate of pay as follows:*

*Thirty (30) or more regular hours worked - eight (8) hours' pay.*

*Twenty (20) regular hours worked but less than thirty (30) hours - six (6) hours' pay.*

*Ten (10) regular hours worked but less than twenty (20) hours - four (4) hours' pay.*

*More than zero hours but less than ten (10) hours - two (2) hours pay.*

*Zero hours worked in the preceding four (4) weeks - No Statutory Holiday pay is payable.*

## Article 6 - Vacations

6.1 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.

6.2 *Part-time employees will be afforded the same vacation entitlement in terms of weeks per year of service as full-time*

*employees but will receive their vacation pay on the second pay period in May of each year.*

*Service for all employees is measured from date of hire.*

*For the purpose of full-time vacation allowance, any employee who has completed two hundred twelve (212) days of actual work shall be deemed full-time for the purposes of this Article.*

### **6.3 Calculation of Vacation Pay:**

- 1. The Employer agrees to pay full-time employees vacation pay of two (2%) percent of the employees total compensation for the employees calendar year (12 month period) each week of vacation entitlement or forty (40) hours pay, or in the case of Bakers thirty-seven (37) hours, whichever is greater.*

*The Employer further agrees to pay part-time employees two (2%) percent of their total compensation for the employees (72 month) calendar year for each week of vacation entitlement.*

- 2. All time lost (up to thirty-one (31) consecutive 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 apprenticeship schools (assuming the employee returns to the Employer following the completion of their course) shall be considered as time worked for the purpose of determining the vacation allowance to which an employee is entitled.*
- 3. An employee, whose absence due to non-occupational accident or sickness, or unpaid leave of absence, extends beyond thirty-one (31) consecutive days and results in less than forty (40) hours pay per week (Bakery Production thirty-seven (37) hours) shall receive*

*vacation pay of two (2%) percent of the employee's total compensation for the employees calendar year (72 month period) for each week of vacation entitlement.*

- 4. Two (2) consecutive weeks of vacation shall be granted during the prime-time vacation months of April, May, June, July, August and September unless additional earned vacation may be granted without limiting the ability of other employees to receive vacation during said prime time vacation months.*
- 5. Vacation planners will be posted by January 1<sup>st</sup> of each year (calendar year is January 1<sup>st</sup> to December 31<sup>st</sup>). All full-time employees within the department/classification are to be prepared to make their vacation choice by February 1<sup>st</sup> of each year. The Employer will canvass full-time employees by seniority, starting February 1<sup>st</sup> of each year as to their preference for vacation. Once canvassed, the employee will have up to a maximum of twenty-four (24) hours to give their selection then, the Employer will move on to the next senior full-time employee on the list for that department/classification. The Employer will have the completed vacation planner for full-time employees posted by March 15<sup>th</sup> of each year or sooner if possible.*
- 6. Consistent with the foregoing, senior full-time employees, who fail to select their vacation when canvassed in order of seniority, will not be allowed to displace a junior employee's confirmed selection.*
- 7. The Employer will not force employees to take vacation in periods of less than one (7) calendar week duration. However, employees requesting vacation of less than one (7) week in duration shall only be granted such vacation time provided the shorter vacation periods do not interfere with the ability of other employees to be granted vacation in blocks of one (7) or more weeks.*

8. *The Employer shall schedule any vacation entitlement for full-time employees not chosen by September 15<sup>th</sup> with three (3) weeks written notice given to the affected employees without regard for seniority. For the purpose of scheduling all remaining employee vacation entitlement, the Employer may carry vacation over until March 15<sup>th</sup> of the next calendar year.*
9. *Vacation pay will be paid prior to leaving on vacation, if an employee requests payment in writing thirty (30) days before the first day of vacation.*
10. *When a paid holiday occurs during any employees vacation, an extra day's vacation shall be granted if the holiday is one for which the employee would have received pay had they been working.*
11. *Part-time employees shall submit written vacation applications after full-time employees have had opportunity to apply in accordance with the previous paragraphs.*

*All part-time will have the opportunity to select vacation weeks and such request shall be submitted in writing to their Department Manager prior to March 31<sup>st</sup> of each year. When submitting their requests employees will put their top three (3) choices in order of preference for their desired time off. The Employer will respond in writing to all part-time employees that have requested vacation informing them of their entitlement by April 20<sup>th</sup> of each year.*

12. *All employees' vacation requests will be granted in accordance with seniority and shall be subject to the Employers ability to maintain efficient store operations. Any employees chosen vacation once confirmed can not be displaced by another employee.*

13. All employees that have weeks of vacation that were not booked will be able to apply, in writing, for their remaining vacation on a first come basis once the vacation planner is completed. No vacation **request** will be **unreasonably** denied.
14. Any employee that does not **qualify** for a vacation as described above may make a **request** to the Employer for a leave of absence **without** pay **during** the vacation period.

### Article 7 - Dismissal Notice Or Severance **Pay**

Employees, upon dismissal by the Employer, or in the event of amalgamation, permanent closure of plant, or department thereof, or automation, causing a regular full-time employee to be discharged, the Employer hereby agrees to pay such employees **dismissal/severance** pay, at his/her regular rate of pay and shall be given individual notice in writing of or pay in lieu thereof as follows:

- 7.1 1. (a) One (1) week, if the employee has been employed by the Employer for more than three (3) months but less than two (2) years;
- (b) Two (2) weeks, if the employee has been employed by the Employer for two (2) years or more but less than four (4) years;
- (c) Four (4) weeks, if the employee has been employed for four (4) years or more but less than six (6) years;
- (d) Five (5) weeks, if the employee has been employed for six (6) years or more but less than eight (8) years;
- (e) Six (6) weeks, if the employee has been employed for eight (8) years or more but less than ten (10) years; or

- (f) 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
- 3. 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.
- 4. The Employer shall not be deemed obligated to give any notice whatsoever or give any pay in lieu thereof to any employee **terminated for just cause**.

**7.2** 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 (1) (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.

Demoted employees shall receive one (1) week 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 8 - Seniority

8.1 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 Employer, shall be recalled to work in order of length of service with the Employer 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.

8.2 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.

### 8.3 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.

8.4 The Employer agrees to give one **(1)** week notice prior to changing an employee's status from full-time to part-time basis.

8.5 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.

8.6 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.

***No senior part-time employee shall have his/her hours reduced when a junior part-time employee is working hours***

*that could be worked by the senior part-time employee, in which event the junior part-time employee shall have their hours reduced.*

Any full-time or 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/her regular rate of pay.

## **8.7**

### **Job**

*When job vacancies occur and when the Employer creates new job classifications, they will be clearly posted on the bulletin board within fifteen (15) days, for a period of seven (7) calendar days, during which time applications may be made by the employees. Each posting will include Department, Classification, full-time or part-time and a summary of the job duties required. The name of the senior applicant to perform the job will be posted within seven (7) calendar days and awarded the position as soon as possible thereafter. If required, a temporary appointment may be made by the Employer, pending receipt of applications.*

*Successful candidates with proper training will have up to one hundred twenty (120) hours worked to demonstrate that they can successfully complete the job functions required in their new posting. If either the employee or the Employer determines that the employee can not successfully complete the job functions, they will be returned to their previous position and the next senior person on the posting list will be given an opportunity to qualify for the position.*

*Employees absent from work for bona fide reasons for five (5) weeks or less shall be granted the opportunity to apply for job postings, provided they do so within five (5) calendar days of returning to work. Any employee that will be absent from work for bona fide reasons longer than five (5) weeks, who want to be considered for a posting in their absence,*

*shall inform the Employer in writing of one or more specific positions they would be interested in applying for and further provide the Employer with a contact person and phone number. If they are the successful applicant, upon notification, they shall have seven (7) days, to accept the position. Should they not accept within seven (7) days, they will be deemed to have refused the posting.*

*The Employer will retain all copies of applications for job postings or vacancies to be reviewed in the event of any discrepancies.*

8.8 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.

#### 8.9 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 provided *the employee's pre-injury or illness job still exists, and provided they are capable of performing the duties associated with the pre-injury or illness position.*

*Employees displaced from a position as a result of an employee returning from an absence due to injury or illness shall also return to their previously held position*

## Article 9 - Union's Recognition Of Management's Rights

9.1 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

1. Maintain order, discipline and efficiencies;
2. From time to time, make rules and regulations to be observed;
3. 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;
4. Hire, promote, transfer, lay-off and recall employees or demote, discipline, or discharge for just cause;
5. 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 10 – Leaves of Absence**

### **10.1 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.

### **10.2 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.

### **10.3 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 Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave.

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

The employee, when returning to work at the end of her leave (maternity or parental leave) shall give the Employer **two (2)** 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.

#### 10.4 Parental/Adoption Leave

An employee may request a parental or adoption leave of absence without pay for the care and custody of a newborn child

or an adoptive child under the law of the Province. Such leave of absence will be to a maximum of thirty-seven (37) weeks. Further, such leave of absence shall be granted provided the employee requests the leave in writing at least two (2) weeks before the date specified in the application as the date the employee intends to commence the leave. The leave will be taken during the first fifty-two (52) weeks after the birth of the child or, in the case of an adoption, after the child comes into the custody of the employee.

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

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

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

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

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

## 10.5 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 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.

## Article 11 – Union Representational Rights

- 11.1** *The Employer agrees to provide the Union with copies of documentation in the possession of the Employer relating to any member of the Bargaining Unit, upon request from the Union. It is agreed that the Union may make such request for the purpose of investigating grievances or potential grievances, for reviewing benefit or related issues, or for Union administrative matters. It is understood that this shall only apply to documentation which the member could demand personally from the Employer pursuant to the Personal Information Protection Act, and nothing more. It is agreed that this Article shall not authorize the release of personal Employee Health Information, It is further agreed that this clause is intended to be of the type referred to in Section 19 (a) of the Regulations to the Personal Information Act.*
- 11.2** *Bulletin Board*
- The Union will provide a lockable bulletin board which will be installed by the Employer in a mutually agreeable location within the new store scheduled to open in the spring of 2007. This bulletin board is for Union information only. The Union will be responsible for all maintenance and repair of the bulletin board.*
- 11.3** *Union Time Off*
- Subject to operational requirements of the store, the Employer agrees to allow time off work without pay for one (1) delegate unless mutually agreed to otherwise, selected to*

attend seminars, Union conventions and *Union business*. *Subject to operational requirements of the store*, the Employer also agrees to allow time off work *without pay for up to four (4) delegates unless mutually agreed to otherwise attend negotiations*. The Union will give the Employer two (2) weeks *written notice for all such leaves unless otherwise mutually agreed*. *No request will be unreasonably withheld*.

*Time away from work for the purpose of attending seminars, Union conventions, negotiations, and Union business where the Employer is reimbursed by the Union shall be considered as time worked for the purpose of the Collective Agreement.*

#### **11.4**      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.

#### **11.5**      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.

## 11.6 Union Stewards

*The Employer recognizes that the Union will elect and/or appoint Shop Stewards. Election of all Stewards may be carried out on the Employer premises so long as the election process does not take employees away from their duties or be openly visible to customers or interfere in any way with customer service after securing agreement with the Employer. Such elections will normally be conducted in the staff lunch room and the Employer will not unreasonably withhold its agreement.*

*The Employer agrees to allow Shop Stewards, designated by the Union to wear the Shop Steward badge while on duty provided the badge does not cover all or part of the Employer name or other information embroidered or printed on an Employer issued apron, smock, uniform or other Employer issued garment.*

## Article 12 - General

### 12.1 Heating

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

### 12.2 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.

### 12.3 Transfers

1. Employees desirous of being located in a certain area covered by the jurisdiction of this Collective Agreement shall make such desire known to the Employer, 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 Employer, as they occur in the City involved.
2. No employee will be required to accept a transfer to a store or location outside the city jurisdiction of this Collective Agreement.
3. If an employee is transferred from one store or location to another, they shall maintain their Employer seniority for the purpose of available hours and vacation entitlement.

### 12.4 Doctor's Notes

***Upon the production of an original receipt, the Employer shall reimburse employees for any doctor's notes specifically requested by Management. Under normal circumstances, such notes will only be requested as evidence of eligibility for short and/or long term disability.***

### 12.5 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.

## 12.6 Wearing Apparel

The Employer shall furnish, without cost to the employees, a smock or apron, and the Employer 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 Employer. 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.

## 12.7 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 **will be held responsible for** 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 **will be held responsible for cash** 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.

#### 12.8 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.

#### 12.9 Charitable Donations

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

#### 12.10 Time Off To Vote

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

#### 12.11 Polygraph Tests

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

#### 12.12 Equal Pay For Equal **Work**

The Employer agrees to comply with the prevailing Alberta Statutes.

## 12.13 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 Employer. Any regular, full-time employee with one (1) or more years' service, whose employment is terminated by the Employer under this provision, shall receive one (1) 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 Employer outside the jurisdiction of this Agreement.

***In the event of technological change, all employees affected by that change shall have all rights as stipulated in Article 8, Seniority of this Agreement.***

## 12.14 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 Employer'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 **Canada, Local 401** 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.

12.15 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.

12.16 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".

12.17 **Health and Safety**

***The Employer shall comply with the Occupational Health and Safety Act and all other relevant legislation in the area of health and safety.***

12.18 Verbal Agreement with Employer

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.

## Article 13 - Strikes And Lockouts

- 13.1 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 14 - Health, Welfare, Sick Leave And Group Insurance

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

- 14.1 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.

- 14.2 ***The Employer will pay the full cost of Alberta Health Care Insurance Premiums for all full-time employees.***

- 14.3 The Employer shall pay the whole cost of core benefits. The Employer to provide the Union with a Health and Welfare booklet and to notify the Union with any changes to the Health and Welfare plan.

- 14.4 **W.C.B.**

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.

#### 14.5 **Sick Leave**

Full-time employees shall accumulate sick leave 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.

#### **14.6**      Life Insurance and Weekly Indemnity Benefits

The Employer 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 Employer shall advise the Union of any amendments to the Plan as they occur.

#### **14.7**      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 1<sup>st</sup> of 1995 shall continue to enjoy dental benefits provided they maintain the average. Employees hired prior to June 1<sup>st</sup>, 1995, will qualify for dental benefits on the basis of maintaining a fifteen (15) hour average over twelve (12) weeks. The core plan will be at no cost to the employees.

**14.8**      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.

#### 14.9 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 15 - Discrimination

15.1 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.

- 15.2 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;
  - (9) 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

### 16.1 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.

- 16.2
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.

- 16.3
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 7 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.

16.4 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

17.1 ***All grievances that cannot be settled by the representatives of the Employer and the Union in accordance with Article 16 shall be submitted to an Arbitration Board.***

***The Arbitration Board shall be composed of:***

- *One (7) Employer representative;*
- *One (7) Union representative;*
- *One (7) person appointed by the Minister of Labour for the Province of Alberta. who shall act as the Board Chairperson.*

*The parties may mutually agree to have a single Arbitrator. The single arbitrator shall be mutually agreed upon by the Union and the Employer. In the event that a single arbitrator cannot be mutually agreed upon, then application for appointment of an arbitrator shall be made to the Minister of Labour for the Province of Alberta.*

*The Board of Arbitration or single Arbitrator shall not be vested with the power to change, alter or modify any of the terms of this Agreement. All grievances submitted shall present an arbitral provision under this Agreement*

*No person shall serve on a Board of Arbitration or single Arbitrator who is involved or directly interested in the grievance.*

*Subject only to judicial review, the decisions of the majority of the Board of Arbitration, or single arbitrator as the case may be, shall be binding and enforceable to all parties.*

*It is agreed that the expenses of the impartial Chairman or single arbitrator shall be borne, equally, by both the Union and the Employer.*

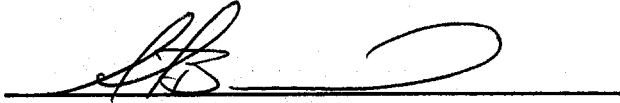
## Article 18 - Expiration And Renewal

- 18.1 This Agreement shall be effective from **October 29<sup>th</sup>, 2006**, until **November 14<sup>th</sup>, 2009**, 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

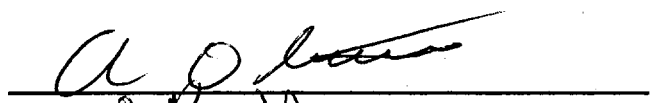

negotiate a revision thereof. Upon such notice being given the Agreement shall remain in effect until a strike or lockout commences.

Signed This 10<sup>TH</sup> Day of SEPTEMBER, 2007

For The Employer:

  
\_\_\_\_\_  
*Wally Gloeckler*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For The Union:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Employer Committee:**

**Sid Bennett  
Wally Gloeckler  
Dawn Racette**

**Bargaining Committee;**

**Rose Diewold  
Roberta Durham  
Katrina Piechotta  
Nathalie Doerth  
Al Olinek**

***This Agreement was ratified on July 18<sup>th</sup>, 2007.***

Appendix 'A

- The Employer agrees to **pay** all persons covered by the terms of this Agreement 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.

<b>Cashiers &amp; Bakery Sales Clerks</b>				
<b>Level</b>	<b>Hours</b>	<b>July 22<sup>nd</sup>, 2007</b>	<b>October 29<sup>th</sup>, 2007</b>	<b>October 29<sup>th</sup>, 2008</b>
<b>1</b>	<b>0</b>	<b>\$8.25</b>	<b>\$8.44</b>	<b>\$8.64</b>
<b>2</b>	<b>500</b>	<b>\$8.41</b>	<b>\$8.67</b>	<b>\$8.93</b>
<b>3</b>	<b>1000</b>	<b>\$8.86</b>	<b>\$9.13</b>	<b>\$9.40</b>
<b>4</b>	<b>1500</b>	<b>\$9.32</b>	<b>\$9.60</b>	<b>\$9.89</b>
<b>5</b>	<b>2000</b>	<b>\$9.78</b>	<b>\$10.07</b>	<b>\$10.37</b>
<b>7</b>	<b>3000</b>	<b>\$10.68</b>	<b>\$11.00</b>	<b>\$11.33</b>
<b>8</b>	<b>3500</b>	<b>\$11.14</b>	<b>\$11.47</b>	<b>\$11.82</b>
<b>9</b>	<b>4000</b>	<b>\$11.60</b>	<b>\$11.94</b>	<b>\$12.30</b>
<b>10</b>	<b>4500</b>	<b>\$12.50</b>	<b>\$12.88</b>	<b>\$13.26</b>
<b>11</b>	<b>5000</b>	<b>\$13.19</b>	<b>\$13.58</b>	<b>\$13.99</b>
<b>12</b>	<b>5500</b>	<b>\$13.86</b>	<b>\$14.28</b>	<b>\$14.71</b>
<b>13</b>	<b>6000</b>	<b>\$14.56</b>	<b>\$15.00</b>	<b>\$15.45</b>
<b>14</b>	<b>6500</b>	<b>\$15.34</b>	<b>\$15.80</b>	<b>\$16.27</b>
<b>15</b>	<b>7000</b>	<b>\$16.12</b>	<b>\$16.60</b>	<b>\$17.10</b>

<b>Front End Manager</b>		
<b>July 22<sup>nd</sup>, 2007</b>	<b>October 29<sup>th</sup>, 2007</b>	<b>October 29<sup>th</sup>, 2008</b>
<b>\$17.50</b>	<b>\$18.00</b>	<b>\$18.50</b>

<i>Level</i>	<i>Hours</i>	<i>July 22<sup>nd</sup>, 2007</i>	<i>October 29<sup>th</sup>, 2007</i>	<i>October 29<sup>th</sup>, 2008</i>
<b>1</b>	<b>0</b>	<b>\$8.25</b>	<b>\$8.44</b>	<b>\$8.64</b>
<b>2</b>	<b>500</b>	<b>\$8.63</b>	<b>\$8.89</b>	<b>\$9.16</b>
<b>3</b>	<b>1000</b>	<b>\$9.32</b>	<b>\$9.60</b>	<b>\$9.89</b>
<b>4</b>	<b>1500</b>	<b>\$10.00</b>	<b>\$10.30</b>	<b>\$10.61</b>
<b>5</b>	<b>2000</b>	<b>\$10.68</b>	<b>\$11.00</b>	<b>\$11.33</b>
<b>6</b>	<b>2500</b>	<b>\$11.37</b>	<b>\$11.71</b>	<b>\$12.06</b>
<b>7</b>	<b>3000</b>	<b>\$12.04</b>	<b>\$12.40</b>	<b>\$12.78</b>
<b>8</b>	<b>3500</b>	<b>\$12.73</b>	<b>\$13.11</b>	<b>\$13.50</b>
<b>9</b>	<b>4000</b>	<b>\$13.41</b>	<b>\$13.81</b>	<b>\$14.22</b>
<b>10</b>	<b>4500</b>	<b>\$14.21</b>	<b>\$14.63</b>	<b>\$15.07</b>
<b>11</b>	<b>5000</b>	<b>\$14.88</b>	<b>\$15.33</b>	<b>\$15.79</b>
<b>12</b>	<b>5500</b>	<b>\$15.57</b>	<b>\$16.04</b>	<b>\$16.52</b>
<b>13</b>	<b>6000</b>	<b>\$16.22</b>	<b>\$16.71</b>	<b>\$17.21</b>
<b>14</b>	<b>6500</b>	<b>\$16.85</b>	<b>\$17.35</b>	<b>\$17.87</b>

<i>Level</i>	<i>Hours</i>	<i>July 22<sup>nd</sup>, 2007</i>	<i>October 29<sup>th</sup>, 2007</i>	<i>October 29<sup>th</sup>, 2008</i>
<b>1</b>	<b>0</b>	<b>\$8.05</b>	<b>\$8.20</b>	<b>\$8.30</b>
<b>2</b>	<b>500</b>	<b>\$8.30</b>	<b>\$8.55</b>	<b>\$8.72</b>
<b>3</b>	<b>1000</b>	<b>\$8.60</b>	<b>\$8.86</b>	<b>\$9.04</b>
<b>4</b>	<b>1500</b>	<b>\$9.00</b>	<b>\$9.27</b>	<b>\$9.46</b>
<b>5</b>	<b>2000</b>	<b>\$9.50</b>	<b>\$9.79</b>	<b>\$9.98</b>
<b>6</b>	<b>2500</b>	<b>\$10.00</b>	<b>\$10.30</b>	<b>\$10.51</b>
<b>7</b>	<b>3000</b>	<b>\$10.50</b>	<b>\$10.82</b>	<b>\$11.03</b>
<b>8</b>	<b>3500</b>	<b>\$11.00</b>	<b>\$11.33</b>	<b>\$11.56</b>

<i>Journeyman Bakers</i>		
<i>First Year</i>	<i>Second Year</i>	<i>Third Year</i>
<b>\$18.55</b>	<b>\$19.11</b>	<b>\$19.68</b>

<i>Level</i>	<i>Hours</i>	<i>July 22<sup>nd</sup>, 2007</i>	<i>October 29<sup>th</sup>, 2007</i>	<i>October 29<sup>th</sup>, 2008</i>
<b>1</b>	<b>0</b>	<b>\$8.25</b>	<b>\$8.44</b>	<b>\$8.64</b>
<b>2</b>	<b>500</b>	<b>\$9.71</b>	<b>\$10.01</b>	<b>\$10.31</b>
<b>3</b>	<b>1000</b>	<b>\$10.34</b>	<b>\$10.65</b>	<b>\$10.97</b>
<b>4</b>	<b>1500</b>	<b>\$10.96</b>	<b>\$11.29</b>	<b>\$11.63</b>
<b>5</b>	<b>2000</b>	<b>\$11.60</b>	<b>\$11.94</b>	<b>\$12.30</b>
<b>6</b>	<b>2500</b>	<b>\$12.22</b>	<b>\$12.59</b>	<b>\$12.96</b>
<b>7</b>	<b>3000</b>	<b>\$12.84</b>	<b>\$13.23</b>	<b>\$13.63</b>
<b>8</b>	<b>3500</b>	<b>\$13.47</b>	<b>\$13.87</b>	<b>\$14.29</b>
<b>9</b>	<b>4000</b>	<b>\$14.09</b>	<b>\$14.51</b>	<b>\$14.95</b>
<b>10</b>	<b>4500</b>	<b>\$14.78</b>	<b>\$15.22</b>	<b>\$15.68</b>
<b>11</b>	<b>5000</b>	<b>\$15.40</b>	<b>\$15.86</b>	<b>\$16.34</b>
<b>12</b>	<b>5500</b>	<b>\$16.03</b>	<b>\$16.51</b>	<b>\$17.00</b>
<b>13</b>	<b>6000</b>	<b>\$17.10</b>	<b>\$17.61</b>	<b>\$18.14</b>

<i>Level</i>	<i>Hours</i>	<i>July 22<sup>nd</sup>, 2007</i>	<i>October 29<sup>th</sup>, 2007</i>	<i>October 29<sup>th</sup>, 2008</i>
<b>1</b>	<b>0-500</b>	<b>\$8.45</b>	<b>\$8.70</b>	<b>\$8.88</b>
<b>2</b>	<b>500-1000</b>	<b>\$8.95</b>	<b>\$9.22</b>	<b>\$9.40</b>
<b>3</b>	<b>1001-1500</b>	<b>\$9.45</b>	<b>\$9.73</b>	<b>\$9.93</b>
<b>4</b>	<b>1501-2000</b>	<b>\$9.95</b>	<b>\$10.25</b>	<b>\$10.45</b>

<i>Pharmacy Technician- Certified or Minimum of 2000 Hours Experience</i>				
<i>Level</i>	<i>Hours</i>	<i>First Year</i>	<i>Second Year</i>	<i>Third Year</i>
<b>1</b>	<b>0</b>	<b>\$8.75</b>	<b>\$9.01</b>	<b>\$9.19</b>
<b>2</b>	<b>500</b>	<b>\$9.35</b>	<b>\$9.63</b>	<b>\$9.82</b>
<b>3</b>	<b>1000</b>	<b>\$9.95</b>	<b>\$10.25</b>	<b>\$10.45</b>
<b>4</b>	<b>1500</b>	<b>\$10.55</b>	<b>\$10.87</b>	<b>\$11.08</b>
<b>5</b>	<b>2000</b>	<b>\$11.15</b>	<b>\$11.48</b>	<b>\$11.71</b>
<b>6</b>	<b>2500</b>	<b>\$11.75</b>	<b>\$12.10</b>	<b>\$12.34</b>
<b>7</b>	<b>3000</b>	<b>\$12.35</b>	<b>\$12.72</b>	<b>\$12.97</b>
<b>8</b>	<b>3500</b>	<b>\$13.00</b>	<b>\$13.39</b>	<b>\$13.66</b>
<b>9</b>	<b>4000</b>	<b>\$13.65</b>	<b>\$14.06</b>	<b>\$14.34</b>
<b>10</b>	<b>4500</b>	<b>\$14.30</b>	<b>\$14.73</b>	<b>\$15.02</b>

11	5000	\$14.95	\$15.40	\$15.71
12	5500	\$15.60	\$16.07	\$16.39
13	6000	\$16.25	\$16.74	\$17.07
14	6500	\$16.90	\$17.41	\$17.76
15	7000	\$17.50	\$18.03	\$18.39

2. *With the exception of those Courtesy Clerks with less than five hundred (500) hours worked, Courtesy Clerks who are assigned to perform the tasks not normally associated with their classification shall receive the corresponding rate of pay for their experience hours on the wage scale for each full half hour worked in the assigned classification.*
3. *Cashiers who are assigned to the duties of a front end supervisor shall receive a premium of one (\$7.00) dollar per hour for all hours worked in that capacity.*
4. *Upon completion of two thousand (2000) hours worked, Pharmacy Technicians with no previous experience or certification will move to Level 5 on the Certified Pharmacy Technician wage scale.*
5. *All revisions to the Agreement and wage increases indicated in Appendix "A" shall become effective on the first Sunday after the date of ratification. Future wage increase will become effective on the date specified in Appendix "A".*
6. *Assistant Department Managers shall receive a premium of fifty (\$0.50) cents per hour on top of their regular hourly rate of pay.*
7. *All employees shall receive a signing bonus of five (5%) percent of earning from October 29<sup>th</sup>, 2006, to the day before the effective date of Appendix "A" in accordance with point 4 above. This signing bonus shall be paid within six (6) weeks following the date of ratification.*

8. *Employees who are at the top rate effective date of ratification will be placed at the top rate on the new scale.*
9. *This Agreement will cover a term commencing on October 29<sup>th</sup>, 2006 through to November 14<sup>th</sup>, 2009.*
10. *For the purposes of this Appendix and the entirety of the Collective Agreement, the date of ratification will be the date on which the Union notifies the Employer that the Agreement has been ratified by the Bargaining Unit Membership.*
11. *Employees temporarily relieving a Department Manager for more than two (2) consecutive scheduled work days shall receive an additional one (\$1.00) dollar per hour on top of their regular hourly rate of pay for all hours worked in that position.*
12. Courtesy Clerk duties will be:
  - (a) Handling of shopping buggies – retrieving, etc.
  - (b) Bagging and sacking
  - (c) General clean up
  - (d) Bagging supplies
  - (e) Take-out-service to customers

13. Night Shopping Premium

Employees 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.

14. Night Shift Premium

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 *fifty (\$0.50) cents*



per hour shift premium for each full-time hour worked during this period.

The shift premium of **fifty (\$0.50) 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.

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).

15. 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.

16. Night Stocking

- (a) 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.
- (b) 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.
- (c) 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.

17. No Clerk shall be required to work alone on the premises on a night shift.

18. 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 Employer will endeavor to schedule night crews on a consecutive day basis, whenever possible.

19. Rates For Relief Work

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.

20. Clerk In Training

The present C.I.T. employees shall not have their wage rates reduced.

21. Non Bargaining Unit Employees

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

22. 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:

- (a) Provided the employee with a New Employee's letter provided for in Article 2.2 of this Agreement not later than two (2) weeks from the date of employment;
- (b) Provided the employee with written notification showing credit granted for previous experience within the forty-five **(45)** day period required by this Article;
- (c) 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.

## Letters Of Understanding

### Letter of Understanding #1

The Employer and Union agree that:

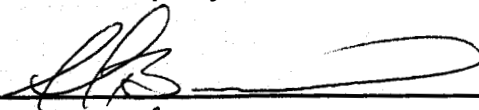
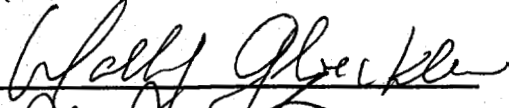
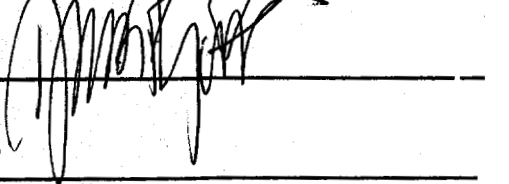
1. There shall be a Management Trainee position;
2. Only one such position shall exist in bargaining units services by Local 401;
3. A training plan is to be communicated to the Union and shall be of one year's duration, unless extended by mutual agreement;
4. No Bargaining Unit employee shall have their 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 Employer 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

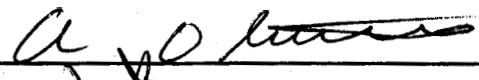
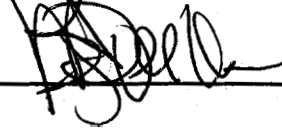
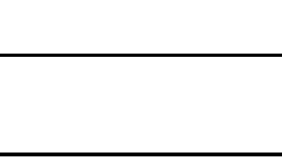
The Employer and the Union agree that, should the Employer decide to introduce a new position in any of the stores, covered by the Collective Agreement in Calgary, the parties will meet prior to the implementation of such position to determine the rates of pay, hours of work and any other conditions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

Signed This 10<sup>TH</sup> Day of SEPTEMBER, 2007

For The Employer:

For The Union:

**Employer Committee:**

**Sid Bennett  
Wally Gloeckler  
Dawn Racette**

**Bargaining Committee:**

**Rose Diewold  
Roberta Durham  
Katrina Piechotta  
Nathalie Doerth  
Al Olinek**

***This Agreement was ratified on July 18<sup>th</sup>, 2007.***

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