

# COLLECTIVE AGREEMENT

BETWEEN

SOBEYS CAPITAL INC.

(Operating as Third Avenue Garden Market  
I.G.A.)

AND

THE UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 401

RECEIVED  
FEB 22 2005

*Renewal: July 21<sup>st</sup>, 2007*

13409 (01)

## Table of Contents

<b><u>Article:</u></b>	<b><u>Description:</u></b>	<b><u>Page</u></b>
<b>1</b>	<b><i>Bargaining Agency</i></b>	<b>3</b>
<b>2</b>	<b><i>Union Establishment</i></b>	<b>4</b>
<b>3</b>	<b><i>Deduction of Union Dues</i></b>	<b>4</b>
<b>4</b>	<b><i>Basic Work Week, Overtime, General Holidays</i></b>	<b>5</b>
<b>5</b>	<b><i>Wages</i></b>	<b>17</b>
<b>6</b>	<b><i>Vacations</i></b>	<b>21</b>
<b>7</b>	<b><i>Health &amp; Welfare Plan</i></b>	<b>29</b>
<b>8</b>	<b><i>Dismissal And Notice Or Pay</i></b>	<b>35</b>
<b>9</b>	<b><i>Seniority</i></b>	<b>37</b>
<b>10</b>	<b><i>Union's Recognition of Management's Rights</i></b>	<b>41</b>
<b>11</b>	<b><i>Grievance Procedure</i></b>	<b>42</b>
<b>12</b>	<b><i>Arbitration</i></b>	<b>44</b>
<b>13</b>	<b><i>Miscellaneous</i></b>	<b>45</b>
<b>14</b>	<b><i>Expiration and Renewal</i></b>	<b>60</b>
	<b><i>Appendix "A"</i></b>	<b>62</b>
	<b><i>Letters of Understanding#1, 2 &amp; 3</i></b>	<b>64</b>

THIS COLLECTIVE AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, A.D. **2005**

BY AND BETWEEN: **Sobeys Capital Inc.**, a body corporate carrying on business in the Municipality of Lethbridge, 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.; & C.L.C.; 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

1.1 The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all employees coming under the provisions of this Agreement except **the Store Manager, Assistant Store Manager, Head Cashier, Bakery Manager and Grocery Manager** (as per Letter of Understanding).

## Article 2 - Union Establishment

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 they make application within ten (10) days after employment and become members within thirty (30) days.

### 2.2 Form Letter

The Employer agrees to provide each new employee at the time of employment a form letter, outlining to the employee his/her responsibilities in regard to Union membership and outlining the provisions of Article 5.6 of this Agreement; and to provide the Union, in writing, with the name and address of each employee to whom the letter was presented along with the employee's date of hire. The Union shall bear the expense of printing the letter, the contents of which to be such that it is acceptable to the Employer. The Employer further agrees to provide the Union, once a month, with a list containing the names of all employees who have terminated their employment during the previous month.

## Article 3 - Deduction Of Union Dues

3.1 The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, assessments and Union dues **as** are authorized by regular and proper vote of the membership of the Union. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions. Monies deducted during any month shall be forwarded by

the Employer to the President of the Union no later than the fifteenth (15th) day of the following month, and accompanied by a written statement of the names of the employees alphabetically for whom the deductions were made and the amount of each deduction. Dues check-offs are to be submitted on a monthly or four (4) week basis. Dues shall be included on T4's.

- 3.2 Commencing with the first week of employment, dues and initiation fees shall be deducted in four (4) weekly installments.
- 3.3 The Employer agrees to have the membership application forms, dues and initiation fee deduction forms signed by the employees at the time of hiring.

#### Article 4 - Basic Work Week, Overtime, General Holidays

The Employer reserves the right to schedule hours of **store** operations, employee hours of work, rest periods, meal periods and overtime work, subject to the following provisions:

##### 4.1 Basic Work Week

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

For the purpose of this Clause, a full-time employee shall be considered one who normally works forty (40) hours per week and has completed the probationary period.

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

There shall be a fair rotation of all night work when the store is open for business, insofar as this is practical for store operation and no full-time employee will be required to work more than three (3) nights per week past 6:30 p.m.

- (c) 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 at the rate of time and one half ( $1 \frac{1}{2} x$ ) for all time worked in the ten (10) hour window.
- (d) The hours of work for employees in a week when a holiday occurs and as are recognized, as referred to in Article 4.3, shall be reduced by eight (8) hours for each holiday so recognized. It is clearly understood that the Employer will be under no restrictions regarding days off, shift schedule and days of store operation during such weeks.

All time worked in excess of the reduced basic work week shall be compensated for at the rate of time and one-half ( $1 \frac{1}{2} x$ ).

It is understood that the basic work week shall be reduced by the number of hours proclaimed, recognized and observed. A half ( $\frac{1}{2}$ ) day is understood to be four (4) hours.

## 4.2 Overtime Pay

- (a) All time worked in excess of the basic work week, or the regular daily hours scheduled by the Employer, shall be worked only after authorization by Management. All employees shall be paid at time and one-half ( $1 \frac{1}{2} \times$ ) their regular hourly rate for all time worked over eight (8) hours per day and forty (40) hours per week.
- (b) Any time worked by a part-time employee in excess of five (5) days per week will be compensated for at time and one-half ( $1 \frac{1}{2} \times$ ) the regular rate. All employees are required to leave the store at the completion of their shifts. Notwithstanding the above, employees called into work due to absences of other employees shall be compensated at the regular rate of pay on the sixth day.
- (c) 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 junior employees that have the necessary ability and qualifications and are at work at the time.

## 4.3 (a) General Holidays

The following days shall be paid General Holidays:

New Year's Day  
Family Day  
Good Friday  
Victoria Day  
Canada Day  
1st Monday in August

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

and all other public holidays proclaimed by the Federal, Provincial or Municipal Governments; provided, that all other major grocery stores close on any such holiday proclaimed.

Provided he/she works his/her regular scheduled full work day before and after the holiday, unless absent due to bona fide illness or accident, employees regularly working full-time shall receive eight (8) hours pay for each such holiday.

(b) Pay for Work on a General Holiday

All employees who are required to work on a General Holiday will receive time and one-half (1 ½x) their hourly rate of pay.

All employees scheduled to work on General Holidays shall be scheduled a minimum six (6) hour shift.

General holidays will be scheduled on a fair rotation of all employees in the bargaining unit.

Employees who wish not to work on a General Holiday must indicate so in writing to the Store Manager at least two (2) weeks prior to any statutory holiday. If sufficient employees are not available to work on a statutory holiday, the Employer will have the right to schedule in



order of reverse seniority provided the employee has the ability to perform the work required.

#### 4.4 General Holidays for Part-Time Employees

General Holiday pay for part-time staff shall **be** calculated by dividing the regular pay received over the last nine (9) weeks by the number of days worked during that period provided they worked their scheduled working day prior to and following the holiday unless absent due to illness or accident that is supported by a medical certificate.

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

#### 4.5 Posting of Schedules

The Employer shall post the weekly work schedule (written in ink) for all employees not any later than Saturday noon to cover a two (2) week period. The posted schedule shall include the start and finish times of the shift; the total number of hours worked and scheduled rest periods. Each employee's seniority date shall be placed **on** the weekly work schedule for call in purposes. Staff contacted or called in shall be marked on the schedule noting the time of the call. It **is** the responsibility of all employees to verify the next week's working hours on Saturday of the previous week. All staff shall be contacted personally regarding their hours of work in situations where the schedule is not posted by noon Saturday of the previous week.

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 beyond the control of the Employer. An employee whose schedule is changed by reason of the foregoing will be notified as soon as possible.

At least two **(2)** days' notice of any change must be given to full-time staff or four (4) additional hours pay at the employee's applicable rate given in lieu of proper notice. Part-time employees may be called in order of seniority to supplement existing staff when customer service demands require it. A list of part-time employees who want additional hours and can make themselves available shall be maintained.

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

All employees who are called in shall have their additional hours posted on the schedule as call-in hours. Notwithstanding the foregoing, an employee who prefers not to be called in will indicate to the Employer in writing their wishes and this will not change until the employee changes their availability for call-in in writing. ***Employees shall give two (2) weeks notice for all requests for time off except in the case of emergency,***

Work schedules shall be made available to the Union upon request.

#### 4.6 (a) Meal Periods – Full-Time Employees

Full-time employees working six (6) hours, up to and including eight (8) hours, shall be scheduled by the Employer for a meal period of not more than sixty (60)

minutes without pay. This shall commence not earlier than three (3) hours nor later than five (5) hours after the start of the employee's shift.

Upon mutual agreement, an employee's lunch break may be less than one (1) hour's duration.

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

(b) Rest Periods

An employee working six (6) hours, up to and including eight (8) hours, **shall** be scheduled by the Employer for two (2) rest periods not to exceed fifteen (15) minutes each, to commence not earlier than one (1) hour after the start of the shift, nor less than one (1) hour before either the meal period or the end of the shift. If an employee abuses this provision, he/she will be subject to discipline, as determined by the Employer, which shall be subject to the grievance procedure.

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

- i) An employee working a daily shift of four (4) hours will have one (1) rest period not to exceed fifteen (15) minutes.
- ii) 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:

- combine the two **(2)** rest periods at mid-shift.
  - two (2) rest periods as per usual practice with a half (½) hour for lunch break unpaid.
- iii) An employee working a shift of seven (7) hours, up to and including eight (8) hours, shall be scheduled for two (2) rest periods not to exceed fifteen (15) minutes and one (1) lunch period without pay. If an employee abuses this provision he/she will be subject to discipline as determined by the Employer, which shall be subject to the grievance procedure. Rest periods, as described above, shall be with pay. Except in cases of emergency, meal and rest periods will be uninterrupted.

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

(d) Missed Rest Period

Should an employee be unable to take a scheduled rest period, they will be compensated for the missed rest period at the applicable straight time or overtime rate.

#### 4.7 Time Cards and **Kronos** Time Clocks

The Employer shall provide a **Kronos** time clock to enable employees to record their time for payroll purposes. Employees shall record their own time at the time they start and finish work and the time they commence and return from meal periods and such other recordings as may be required by the Employer.

Completed time cards will be made available for inspection by the Union for the purpose of checking the proper recording and payment of time worked.

Any employee who, for any reason, fails to record all time worked in the manner required by this Article shall be penalized as follows:

**1st Violation:** Three (3) working days' suspension without pay during one week; the employee will be permitted to work only two (2) days during such a week.

**2nd Violation:** Two (2) weeks' suspension without pay.

Management agrees to assume its full responsibility in seeing that all employees are compensated for all time worked **as** indicated by the time cards. Suspension shall be implemented immediately following definition of the infraction. Any dispute arising **as** a result of the above provisions **shall** be subject to the Grievance and Arbitration Articles of the Agreement.

#### 4.8 Sunday Work

- (a) Sunday shall be considered the first day of the employees' basic work week for all purposes of this Collective Agreement.
- (b) Work on Sunday shall be voluntary.
- (c) Sunday work shall be rotated among those who volunteer.

- (d) Employees will be given the opportunity to declare their availability for Sunday work and will further be given the opportunity to notify the Employer of changes in their availability four (4) times per year: January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup>.
- (e) Employees who are hired Monday after ratification and have agreed to work Sunday will not restrict their availability for Sunday work on a regular basis, and will be rotated as described in (c) above.
- (f) If sufficient employees are not available to work on Sundays, the Employer shall have the right to schedule hours according to "reverse seniority" provided the employee has the ability to perform the work required. For the purpose of scheduling available weekly hours of work, hours worked on Sunday shall be in addition to a part-time employee's regular weekly schedule.
- (g) In addition, employees who have not restricted their Sunday availability may request Easter Sunday off. Such requests must be submitted in writing to the Store Manager four (4) weeks before Easter Sunday.
- (h) All employees who work on Sunday shall receive, in addition to their straight time hourly rate, a premium of one dollar (\$1.00) per hour for each hour worked on Sunday.

#### 4.9 Assistant Managers

In stores where night shopping is in effect, one (1) Assistant Manager shall be appointed.

#### 4.10 (a) Night Shift Premium

All hours worked by an employee between six thirty (6:30) p.m. and seven o'clock (7:00) a.m. shall be considered as shift work and paid for at the applicable straight time/overtime rate plus seventy-five (\$0.75) cents per hour shift premium for each full hour worked during this period.

Night shift premium may not be added to the employee's hourly rate of pay for the purpose of computing overtime pay.

Any bakery employee, whose shift commences after 6:30 p.m., or on or before 5:00 a.m., shall be paid shift premium of seventy-five (\$0.75) cents per hour for the whole shift.

#### (b) Night Stocking

- i) No employee shall be required to work alone on the premises on the night shift.
- ii) Normal night stocking shall not exceed four **(4)** weeks over an eight (8) week period. Under unusual circumstances and by mutual agreement between management, the employee and the Union, the time limit set forth in this paragraph may be altered.
- iii) The Employer will endeavor to schedule night crews on a consecutive day basis whenever possible. When an employee ~~is~~ rotated from assigned day shifts to a series of night stocking shifts, then the Saturday preceding their first

midnight shift shall be designated as their regular day off for the week preceding the shift of night stocking work.

A lead hand will be appointed in an in store bakery where there is a second shift in effect with two **(2)** or more employees working on such a shift without the supervision of the Bakery Manager. Such premium would apply to the entire shift (day). Lead hand shift is fifty (\$0.50) cents per hour.

(c) Relief Rate

All time worked relieving a Department Manager that is in excess of sixteen (16) hours shall carry a relief premium of one (\$1.00) dollar per hour.

4.11 Days Off

The Employer will schedule full-time employees two **(2)** consecutive days off (Saturday/Sunday or Sunday/Monday) once every four (4) weeks, and where practical, the schedule will provide for fair rotation of the above combinations.

Further, should an employee desire to have some other days off at the time he/she normally would be scheduled for two (2) consecutive days off, as set out above, they shall advise the Employer, in writing, before the schedule for the week in question is posted, and if same occurs, the employee will forfeit his/her *two* (2) consecutive days off in that four (4) week period.

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



Employees' days off will be exclusive of General Holidays.

## Article 5 - Wages

5.1 The Employer agrees to pay all persons covered by the terms of this Agreement the Schedule of Wages as set out in Appendix "A" of this Agreement during such time as this Agreement is in force, effective on dates as shown; and provided that, if an employee is receiving an hourly wage rate or premium rate for night work which is in excess of the rates herein contained, such wage or premium rate for night work shall not be reduced by reason of the signing of this Agreement.

There shall be a regular bi-weekly pay day and each employee shall be provided with a statement of earnings and deductions for the pay period covered.

### 5.2 Call-in Time

All employees 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.

### 5.3 Credit for Previous Experience

(a) New employees will be classified according to previous comparable experience. New employees having previous comparable experience may be paid at a lower scale of wages than their claimed experience calls for, but not less than the minimum rate established by this contract, for a probationary period not to exceed forty-five (45) days from the date of employment; provided that, if the employees' services are retained and their

experience is accepted as comparable, then, after the forty-five **(45)** day period, they shall receive any difference between the probationary rate paid and the rate for which their experience qualifies them. It is further understood that the rate paid retroactively shall not apply for the first ten (10) working days. New employees shall receive written notification showing any credit granted for previous experience.

Credit for previous experience shall not be recognized by the Employer if the employee has been out of the industry for five (5) years, unless the Employer agrees to do so.

- (b) No consideration will be given to any disagreement pertaining to credit for previous experience if presented later than sixty (60) days from the date of employment provided:
  - i) the Employer has provided the new employee with the letter referred to in Article 2 not later than two (2) weeks from date of employment, and
  - ii) has provided the employee and the Union with written notification showing the credit granted within forty five (45) days as required.

#### 5.4 Jury Duty Pay and Material Witness

Employees summoned to Jury Duty or subpoenaed as material witnesses shall be paid wages amounting to the difference between the amount paid them for such services and the amount they would have earned had they worked on such days. Employees on Jury Duty or serving as material witnesses shall furnish the Employer with such a statement of

earnings as the Courts may supply. This does not apply if the employee is summoned on his/her day(s) 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 remain to be worked. Total hours on Jury Duty or when serving as a material witness and actual work on the job in the store in one day shall not exceed eight (8) hours for purposes of establishing the basic work day. Any time worked in the store in excess of the combined total of eight (8) hours shall be considered overtime and paid as such under the Agreement.

#### 5.5 Staff Meetings

Staff meetings, wherever held, shall be considered as time worked and paid for as such, except when they are dinner meetings, at which attendance is voluntary by the employee. It is understood that dinner meetings will be considered evening meetings accompanied by a meal and held outside the store proper.

#### 5.6 Department Meetings

Notwithstanding the foregoing, the Employer may schedule departmental meetings at which attendance is required (except for those on approved leave of absence) and the employees shall be paid for the time at the meeting at their regular rate of pay. Meetings will be limited to two (2) hours.

#### 5.7 Physical Examinations

Where the Employer requires an employee to take a physical examination, the doctor's fee for such examination shall be paid for by the Employer. Except prior to commencement of

employment and first four (4) weeks of employment, such examination shall be taken during the employee's working hours without loss of pay to the employee.

## 5.8 Cash Shortage

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

No employee may be required to make up 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 certify all withdrawals and/or deposits.

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

The Employer agrees to give a copy of the current policy in respect to the registering of sales and handling of cash upon commencement of employment and agrees to give each employee who handles cash a copy of any revision of the policy and also agrees to forward copies to the Union office.

## 5.9 Learning Prices

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

## Article 6 - Vacations

6.1 (a) Vacations shall be scheduled from April 1<sup>st</sup> to September 30<sup>th</sup> unless otherwise mutually agreed by the Employer and the employee. So far as is practical and consistent with the Employer maintaining an efficient operation, vacations shall be granted during the period of time requested by the employees. The applications for vacation shall be granted on the basis and order of respective employee's seniority in selection of vacation dates, except that final determination of vacation dates shall be made by the Employer in line with existing conditions.

All part-time employees will have the opportunity to schedule time off without pay for the purpose of vacation based on the following consecutive years of service:

1 year or more	-	2 weeks
3 years or more	-	3 weeks
8 years or more	-	4 weeks
13 years or more	-	5 weeks
18 years or more	-	6 weeks
23 years or more	-	7 weeks

Part-time vacation schedules will be completed following the selection by full-time employees.

The Employer agrees to post the Vacation Schedule.

(b) Where employees are entitled to three (3) or more weeks of paid vacation, the additional week(s)' vacation may be scheduled at the discretion of the Employer.

Employees entitled to four (4) or more weeks of paid vacation shall receive their additional two (2) or more weeks consecutively unless the employee and the Employer mutually agree otherwise, with such additional weeks to be scheduled at the discretion of the Employer.

- (c) i) All full-time employees, after one (1) year's service, shall receive two (2) weeks' vacation with pay.

All employees with three (3) or more years' continuous service with the Employer as a full-time employee shall receive three (3) weeks' vacation with pay, two (2) weeks of which shall be given during the vacation period, the third week to be scheduled by the Employer.

All employees with eight (8) or more years' continuous service with the Employer as a full-time employee shall receive four (4) weeks' vacation with pay.

All employees with thirteen (13) or more years' continuous service with the Employer as a full-time employee shall receive five (5) weeks' vacation with pay.

All employees with eighteen (18) or more years' continuous service with the Employer as a full-time employee shall receive six (6) weeks' vacation with pay.

All employees with twenty-three (23) or more years' continuous service with the Employer as a full-time employee shall receive seven (7) weeks' vacation with pay.

Full-time employees who are eligible for five (5) or more weeks' vacation will have the opportunity to schedule three (3) weeks' vacation during prime time.

The Employer agrees to provide vacation pay on a "total compensation" or normal week's pay, whichever is greater. Total compensation shall mean "all monies received directly from the Employer" (wages, overtime, bonuses, premiums, vacation pay, sick-leave-credit payments, and other items of a similar nature).

ii) Part-Time Employees

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) years or more of continuous employment shall receive six (6%) percent of their total earnings for vacation pay.

Part-time employees with eight (8) or more years of continuous employment shall receive eight (8%) percent of their total earnings as vacation pay.

Part-time employees with thirteen (13) or more years of continuous employment shall receive ten (10%) percent of their total earnings as vacation pay.

Part-time employees with eighteen (18) or more years of continuous employment shall receive

twelve (12%) percent of their total earnings as vacation pay.

Part-time employees with twenty-three (23) or more years of continuous employment shall receive fourteen (14%) percent of their total earnings as vacation pay.

Part-time employees with thirteen (13) or more years of continuous employment with the Employer will have the opportunity to schedule three (3) weeks' time off during prime time.

Effective January 10<sup>th</sup>, 1990, a part-time employee proceeding to full-time employment will be credited with the number of hours accumulated during the employee's continuous service with the Employer. The credit hours will be balanced with the annual hours of a regular full-time employee to establish the appropriate yearly credit for future vacation entitlements, as provided above.

The Employer will provide part-time employees with their outstanding vacation pay by December 31<sup>st</sup> each year.

- 6.2 Where a General Holiday occurs during an employee's vacation, an extra day of vacation with pay shall be granted.
- 6.3 All accumulated vacation amounts shall be paid out on termination regardless of reason.
- 6.4 Where the services of an employee are retained by the purchaser of a business, his/her services (for vacation purposes only) shall be deemed to be uninterrupted by the



sale or purchase of the business and shall be binding upon the purchaser, in accordance with prevailing Alberta Statutes.

- 6.5 Employees who have worked thirty (30) days, but less than one (1) year and who terminate their employment will receive a vacation allowance to the amount equal to four (4%) percent of the total salary and wages earned for which no vacation allowance has been paid.

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

## 6.6 Leaves

### (a) Funeral Leave

Bereavement leave of absence with pay shall be provided for the purpose of attending the funeral. The length of such absence shall be three (3) days although additional leave without pay shall be granted by the Employer when requested by the employee. Pay shall be calculated on the basis of straight time for all scheduled hours lost.

The term "immediate family" shall mean: spouse, parent, child, brother, sister, grandparent or brother or sister of your spouse, son-in-law, daughter-in-law and grandchildren or any relative living in the household of the employee.

In the case of death of spouse, father, mother or child, the employee shall be entitled to up to one (1) week's leave of absence with pay.

(b) Leave of Absence

Employees with one (1) year's service with the Employer may request leave of absence without pay by applying to the Store Manager with a copy to the Human Resources Department of the Employer. Requests for leaves of absence will be granted on the basis of merit, compassion and the operational needs of the store. Final approval of leaves of absence will rest with the Employer.

Application for leave of absence must be submitted in writing at least sixty (60) days prior to the period for which leave is intended. There shall be no **loss** of seniority for leaves of absence of six (6) months or less.

(c) Pregnancy Leave

*Employees shall request a leave of absence without pay up to a maximum of fifteen (75) 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 (72) 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.*

**(d) 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.*

(e) Time Off for Union Business

The Employer agrees to allow time off work, without pay, for delegates elected to attend seminars and Union conventions, and two (2) employees to attend negotiations, provided relief employees, satisfactory to Management, are available. The Union will give the Employer two (2) weeks notice.

Time spent on Union business for employees, where the Employer is reimbursed by the Union, shall be considered as time worked in regard to all benefits.

(f) Paternity Leave

An employee about to become a father shall be entitled to an unpaid leave of absence up to two (2) days at the time of the birth of his child.

Article 7 - Health & Welfare Plan

7.1 The Employer agrees, during the term of this Collective Agreement, to make available the following benefits to eligible employees regularly working full-time and to those part-time employees who have averaged thirty (30) hours per week for three (3) consecutive months:

- (a) Alberta Health Care, or such other medical plan that will provide similar benefits.
- (b) Group Life Insurance and Weekly Indemnity Benefits. Indemnity payments will be in the amount of sixty-six and two-thirds (66-2/3%) percent of the straight time weekly wage.
- (c) A supplementary Health Services Plan, which includes prescription coverage of eighty (80%) percent through a drug reimbursement plan.
- (d) A Vision Care Plan to eligible employees which provides reimbursement up to one hundred fifty (\$150.00) dollars per person per two (2) years, in connection with the

purchase and/or repair of prescription lens and/or frames.

(e) Long Term Disability benefits.

(f) U.I.C. Premium Rebate

The Parties agree that the full amount of the reduction in the U.I.C. premiums resulting from the registration of the Company Group Insurance Plan will be applied toward the cost of Health and Welfare Plan Benefits.

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

The Employer agrees to pay the fee for the initial medical report required by the Employer for Weekly Indemnity provisions to a maximum of ten (\$10.00) dollars. This can be accomplished by either having the employee's doctor submitting an invoice to the Employer or the employee pay directly, and, upon presentation of a receipt signed by the doctor, the employee shall receive reimbursement of same as per above.

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

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

## 7.2 Sick Leave

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

For new employees, credits shall commence to accumulate from the date of full-time employment, but can only be applied after completion of a three (3) month full-time employment eligibility period.

A regular full-time employee who has accumulated sick leave credits and who also is reduced to part-time by the Employer, will be paid sick leave to the extent of such accumulation for actual time off the job, due to illness, not covered by Weekly Indemnity.

An employee who retires on pension, is permanently laid off, or is totally disabled due to occupational accident, shall be paid any unused accumulated sick leave credits.

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

Employees shall notify the Employer (Manager or next highest personnel available in the store) in a case of absence, informing them of reason for absence, approximate length of absence and where they can be contacted relative to their absence.

The Employer shall apply any accumulated sick leave to absences due to sickness not covered by Insured Weekly Indemnity Benefits (or similar benefits) with unused sick leave credits in an amount equal to but not to exceed the employee's normal earnings. Payment of benefits under

Weekly Indemnity shall be subject to the acceptance of the claim by the insurance company.

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

### 7.3 United Food & Commercial Workers' Dental Care Plan

- (a) It is agreed that all employees party to this Agreement shall make a direct contribution to the plan of **twenty-six (\$0.26)**cents per hour for regular hours paid, sick pay (not including Weekly Indemnity), vacations and General Holidays, to the maximum of the basic work week as indicated above.

The Employer agrees to maintain dental contributions for those bakery apprentices who attend apprenticeship courses required by the Government provided those employees return to the Employer following the completion of their course.

- (b) The plan will be controlled by a Board of Trustees to be made **up** of an equal number of representatives from the Union and Management.
- (c) Contributions made for hours, as described above, in any month or agreed upon period shall be forwarded by the Employer to the Union not later than three (3) weeks following the close of the Employer's accounting period, whether it is on a monthly or a four **(4)** week basis, accompanied by a statement of the names of the employees and contributions made on their behalf.



## 7.4 Pension

1. The Employer agrees to participate in and contribute to the CANADIAN COMMERCIAL WORKERS INDUSTRY PENSION PLAN.

***The Employer agrees to provide for Canadian Commercial Workers Industry Pension Plan contribution increases retroactively for employees on record on the date of ratification as per the following:***

2. (a) Effective ***December 29<sup>th</sup>, 1996***, the Employer agrees to contribute to the Canadian Commercial Workers Industry Pension Plan ***fifty-eight (\$0.58)*** 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 thirty-seven (37) hours per week.
- (b) Effective ***January 4<sup>th</sup>, 1998***, the Employer agrees to contribute to the Canadian Commercial Workers Industry Pension Plan ***sixty-one (\$0.61)*** 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 thirty-seven (37) hours per week.
- (c) Effective ***January 3<sup>rd</sup>, 1999***, the Employer agrees to contribute to the Canadian Commercial Workers Industry Pension Plan ***sixty-five (\$0.65)*** 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 thirty-seven (37) hours per week.

- (d) The Employer agrees to maintain contributions for those bakery apprentices who attend apprenticeship courses required by the Government provided those employees return to the Employer following the completion of their course.
- (e) The above rates of contribution shall be in addition to any obligation which the Employer may have to the Canadian Commercial Workers Industry Pension Plan in respect to its "initial past service liability" to provide past service benefits.
- (f) Contributions, along with a list of employees for whom they have been made, the amount of the weekly contribution for each employee, and the number of hours worked or paid according to the above, shall be forwarded by the Employer within the twenty-one (21) days after the close of the Employer's four **(4)** or five (5) week accounting period. The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.
- (g) It is agreed that, with respect to employees who were active members of the Company Plan as of the effective date of the Canadian Commercial Workers Industry Pension Plan, they shall be

governed by the terms and conditions of the Company's Retirement Plan.

#### 7.5 Education and Training Fund

The Employer agrees to make contributions to the United Food & Commercial Workers, Local 401 Education and Training fund of three (\$0.03) cents per hour for each hour that the Employer pays dental contributions on as per Article 7.6(a).

The above contribution rate is to remain at this level for six (6) years.

#### Article 8 - Dismissal And Notice Or Pay

8.1 Employees regularly working full-time and upon dismissal by the Employer shall be given individual notice in writing, or pay in lieu thereof, as follows:

- (a) One (1) week's notice in writing, or pay in lieu thereof, to those who have completed sixty (60) consecutive days' or more service.
- (b) Two (2) weeks' notice in writing, or pay in lieu thereof, to those who have completed two **(2)** or more years' consecutive service.
- (c) Three (3) weeks' notice in writing, or pay in lieu thereof, to those who have completed three (3) or more years' consecutive service.
- (d) Four **(4)** weeks' notice in writing, or pay in lieu thereof, to those who have completed four **(4)** or more years' consecutive service.

- (e) Five (5) weeks' notice in writing, or pay in lieu thereof, to those who have completed six (6) or more years' consecutive service.
- (f) Six (6) weeks' notice in writing, or pay in lieu thereof, to those who have completed eight (8) or more years' consecutive service.
- (g) Eight (8) weeks' notice in writing, or pay in lieu thereof, to those who have completed ten (10) or more years' consecutive service.
- (h) It is understood by the parties that, for the purposes of this Article, the maximum payment will be in accordance with the above provisions.
- (i) In the case of a part-time employee, the average of the Employee's weekly earnings, for the three (3) month period that the employee worked immediately preceding the date of termination, shall be used in determining the sum paid to the employee in lieu of insufficient notice.
- (j) The Employer agrees to pay severance pay on store closing of one (1) week's pay, up to two (2) years, and one (1) week per year over two (2) years, to a maximum of twenty (20) weeks' pay for full-time employees.
- (k) Employees regularly working full-time shall, upon demotion to a lower rate of classification by the Company, be given one (1) week's notice in writing or be allowed to retain their rate of pay for one (1) week in lieu thereof.

Full-time employees, reduced to part-time and 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 to which they were entitled immediately prior to the date of their reduction to part time.

The Employer shall not be deemed obligated to give any notice, whatsoever, or to give any pay in lieu thereof, to any employee guilty of rank insubordination, dishonesty, obvious disloyalty, drunkenness, or drinking intoxicants at any time during working hours.

This Article shall not be deemed to invalidate an employee's right under Article 11.

A copy of the notice of dismissal or layoff 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

- 9.1 (a) Seniority for full-time employees shall be defined as length of continuous service with the Employer in the Bargaining Unit as a full-time employee.
- (b) Seniority for part-time employees shall be defined as length of continuous service with the Employer in the Bargaining Unit.

## 9.2 Probationary Period

During the first one hundred and sixty (160) hours worked, each new employee shall be on probation. The decision as to whether or not to retain the employee's services shall be

the sole right of the Employer and any termination occurring during that period shall not be subject to Articles 11 and 12 of this Agreement.

9.3 (a) Seniority lists for full-time employees shall be forwarded to the Union on a quarterly basis.

(b) Seniority lists for part-time employees by store showing the employee's name, department, classification, rate of pay and date of hire shall be forwarded to the Union on a quarterly basis.

9.4 Seniority and employment shall be terminated when:

(a) An employee quits or is terminated and not reinstated through Article 11 and 12.

(b) An employee fails to report back to work after seven (7) days when recalled from layoff. An employee has to be recalled from layoff by registered mail at the last known address on file with the Employer.

(c) An employee has been on layoff and has not worked for a period of six (6) months.

9.5 Layoffs (Full-Time)

Unless merit, fitness and ability of the employee are greater than that of the other employee regularly working full-time, seniority shall govern in cases of layoff, reduction to part-time employment and rehire.

Full-time employees reduced to part-time basis shall be offered available work in accordance with the preceding paragraph. The foregoing provisions do not **apply** to

employees hired to work on relief staff or replace employees who are absent due to vacations, sickness, accident or other leaves of absence.

A full-time employee who is laid off or reduced to part-time shall have the right to exercise their seniority over the most junior full-time employee in another classification. Following counseling and an explanation of the options available by the Employer, an employee who exercises this right shall have a maximum of eighty (80) hours to demonstrate their competence in the new classification.

An employee who exercises his seniority, pursuant to the preceding paragraph, will be restricted to one opportunity to do the job outside **his** classification in a competent manner.

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

Full-time employees laid off in accordance with the above provision by the Employer shall be recalled to work in order of seniority provided:

- i) no more than six (6) months have elapsed since the last day worked by the employee;
- ii) the employee reports for duty within twenty-four **(24)** hours from the time of recall, unless the laid-off employee is employed elsewhere at the time of recall,

and, in such cases, the recalled employee shall be given seven (7) days to report for duty;

- iii) the employee is capable of performing the work;
- iv) the Employer will send the recall notice by Registered Mail to the employee's last address on file with the Company and will send a copy to the Union office; and
- v) contained in i) and ii) above, respectively, shall be extended if, upon recall, an employee is unable to report due to illness or accident. Any extension granted shall be only for the duration of the illness or incapacity from accident, and the Employer may require the employee to provide to provide written confirmation from a doctor of such illness or accident.

Full-time employees, rehired within six (6) months of their layoff, shall retain their previous length of service for the purpose of this Article and the Vacation Article 6.1(a).

## 9.6 Reduction of Hours

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.

## 9.7 Part-Time Employees

Unless fitness and ability are greater than other part-time employees involved in the classification, in scheduling or calling in part-time employees preference in the available weekly hours of work shall be given to senior part-time employees within their classification, insofar as this is



consistent with their availability and willingness to perform the work.

A part-time employee with over two (2) years' seniority, if formally laid off for more than four (4) consecutive weeks, shall be able to exercise their seniority over the most junior employee within the Bargaining Unit in their own classification.

#### 9.8 Return to Work after Illness

After absence due to illness or injury, the employee must be returned to his/her job when capable of performing his/her duties, provided two (2) years have not elapsed between their return and the last day worked. Upon return to work, the employee will have his/her past seniority reinstated.

#### 9.9 Full-Time Positions/Filling

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 in accordance with Article 9.8 of this Agreement. If no written application for full-time employment is on file, then the first opportunity to fill the position will be given to the above employee if he/she is desirous of full-time employment.

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

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

10.1 The Union agrees that the Management of the Employer, including the right to plan, direct and control store operations;

the direction of the working force; the discharge of the employees for proper cause, and those matters requiring judgment as to competency of employees, is the sole right and function of the Employer.

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

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

10.4 It is understood that the discharge of the employees for any reason whatsoever (including terminations for alleged incompetency) are subject to and may be processed under Grievance and Arbitration Articles of this Agreement.

#### 10.5 Reprimands

No reprimands shall remain on an employee's file after six (6) months and are not to be used in disciplinary proceedings.

### Article 11 - Grievance Procedure

- (a) Any complaint, disagreement, or difference of opinion between the Employer and the Union or the employees covered by the Agreement which concerns the interpretations, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

- (b) Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within fourteen (14) days following the event giving rise to such grievance (except by errors in respect to the employee's compensation which must be presented in writing within fourteen (14) days of the employee becoming aware of the event giving rise to such grievance), or within ten (10) days of the last day worked in the case of a dismissal, shall be forfeited and waived by the aggrieved party.
- (c) All grievances, except those submitted by the employee to his/her immediate superior or to the Union, shall be submitted in writing and shall set forth clearly the issues and contentions of the aggrieved party; the Employer shall then reply, in writing, to the Union's letter, setting forth his answer to the points raised by the Union in its grievance.

***In the event that either party fails to process the grievance within the time limits established in this Article, that party shall be deemed to have conceded the grievance in favour of the other party unless both parties agree to waive time limits in this Article.***

- (d) The procedure for adjustment of grievances and disputes by an employee shall be as follows:
- 1st Step: by a discussion between the employee and the Shop Steward and the employee's immediate superior and/or Store Manager. If a satisfactory settlement cannot be reached within five (5) days, then within ten (10) days.

2nd Step: the Union representative(s) may take up the matter with the Employer's official designated to handle labour relations' matters. If a satisfactory settlement cannot be reached within fourteen (14) days, the matter may then be referred to Arbitration, as per Article 12. It is agreed that, under unusual circumstances, an employee may take his/her alleged grievance directly to the Union.

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.

### Article 12 – Arbitration

Arbitration shall involve either a Board of Arbitration, or a single arbitrator mutually acceptable to both parties. In the event the parties cannot agree to a single arbitrator, then the Board of Arbitration shall be composed of three (3) members and shall be established as follows:

- (a) Within ten (10) days (excluding Sundays and holidays) following receipt of notice, the Employer and the Union each shall select a representative to serve on the Board of Arbitration. The representative of the Employer and the representative of the Union shall, within five (5) days (excluding Sundays and holidays), after they each have been selected, choose an additional member to act as chairman. 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 Court of the Queen's Bench of Alberta shall immediately be

requested to name a third (3<sup>rd</sup>) member who shall act as chairman of the Board of Arbitration.

- (b) Within five (5) days of the appointment of the impartial chairman, 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.
- (c) No person shall serve on a Board of Arbitration who is involved or directly interested in the controversy under consideration. Grievances submitted to an Arbitration Board shall be in writing and shall clearly specify the nature of the issues. In reaching its 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.
- (d) The findings and decisions of the Board of Arbitration shall be binding and enforceable on all Parties.

## Article 13 - Miscellaneous

### 13.1 Clerk's Work Clause

Subject to exclusions in Article 1 of this Agreement, all work in the handling and selling of merchandise in the retail stores of the Employer shall be performed only by employees of the Employer who are in the Bargaining Unit and who are

members of the United Food & Commercial Workers, Local 401, with the following exceptions:

- (a) Supervisory and specialist personnel of the Employer.
- (b) Sales persons handling spices and imported specialty foods.
- (c) Rackjobbers.
- (d) Demonstrators.
- (e) Special personnel assisting prior to new store opening and one (1) week thereafter (including major store remodeling).
- (f) Sales persons handling bakery specialty products (if merchandise is carried in the truck) will be allowed to stock sweet goods only.
- (g) Sales persons or driver salesmen in the employ of the soft drink distributors may sort and pick up their company's returns in the course of their duties for their employers.
- (h) Sales persons employed in the building of special displays (mechanical only).

End displays on regular store fixtures shall not be considered as special displays except that sales persons may assist in the design and decoration of such displays provided actual stocking of merchandise shall be 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.

For the purposes of this section, "sales persons" 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 sales persons, informing them that sales persons who persist in violating the provisions of the foregoing paragraph will be excluded from the store of the Employer concerned.

When there is a violation of the Clerk's Work Clause in any store covered under the jurisdiction of the Collective Agreement, a written warning from the Union will be provided to the store. In the case of a subsequent violation in that particular store within twelve (12) months of the written warnings, the Employer will pay a fine of two hundred (\$200.00) dollars. Such fine will be paid by the Employer to the United Food & 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.

### 13.2 Union Decal

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

### 13.3 (a) Wearing Apparel

The Employer agrees to furnish, without cost to the employee, smock or apron, and the Employer shall pay for repair and laundering of same in compliance with the order of the Labour Relations Code.

Special clothing, such as rain capes and parkas, is to be supplied as decided by the Employer where required. Members shall be permitted to wear sweaters and/or such other clothing as they may deem necessary providing such clothing conforms to the Employer's policy, Gloves will be made available as required for use in cold weather. (Employees shall be permitted to wear suitable boots in inclement weather.)

The Employer will supply hair nets and masks to bakery employees who are required to wear them.  
The Employer agrees to supply rubber boots to employees in produce who require them.

### (b) Lockers

The Employer will not search an employee's locker without his/her consent or proper authorization.

The Union and the Employer agree to meet and discuss reasonable changes to locker facilities where present locker space is inadequate.

### 13.4 Strikes and Lockouts

There shall be no strikes or lockouts during the term of this Agreement, as per Division 13 of the Labour Relations Code of Alberta, 1988.



### 13.5 Visits to Stores

Duly authorized representatives of the Union shall be entitled, after notifying the Store Manager or personnel in charge of operations during his/her absence, to visit the store for the purpose of observing working conditions, interviewing members and unsigned employees.

### 13.6 (a) Discrimination/Intimidation

No employee shall be charged or discriminated against for any lawful Union activity, or for serving on a Union committee or for reporting to the Union the violation of any provisions of this Agreement. Instances of alleged violation of the foregoing will be brought to the attention of the Industrial Relations and Employee Relations Managers, and a full investigation by the parties will follow.

If an employee walks off the job and alleges Management has deliberately coerced or intimidated him/her into doing so, the matter shall be considered under the Grievance Procedure and, if such allegations are proved to be true, then the employee shall be considered not to have resigned. Such grievances must be filed no later than three (3) days after the incident that gave rise to the situation.

The Employer and the Union endorse the principles contained in the ***Alberta Human Rights, Citizenship and Multiculturalism Act*** and agree to work together to ensure that no employee is discriminated against because of their sex, race, creed, color, religion or age.

*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 other wise 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 or activity in the Union.*

(b) Sexual Harassment

**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 workforce 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.*

### 13.7 Employee Security

Where the store is open late for late evening shopping the Employer will ensure that male employees will escort female staff to their cars when requested to ensure their safe departure. The person in charge of the store will arrange for the safe transportation of employees who finish a shift at 11:00 p.m. or later. All other matters relating to the security of the employees are to be brought to the attention of Management and the Joint Labour Management Committee.

### 13.8 Notices

Notices pertaining to Union meetings that apply specifically to the bargaining unit may be posted on the Union bulletin board after such notices are approved by Management. The Employer agrees to distribute information regarding the pension plan.

### 13.9 Technological Changes

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

Any full-time employee with one (1) or more years of service, displaced due to technological changes, shall be trained for any new positions created by the technological change, or retrained for a position presently in existence within the Bargaining Unit, providing they have sufficient seniority to displace a junior employee. Said employee shall be given the eight (8) month rate in that classification. If the employee is successfully retrained within the similar period given a new employee under Article 9.2 of this Agreement, the employee may then exercise his/her seniority rights over junior, full-time employees within that classification. If the employee is successfully retrained within the period given, then the employee will progress through the acceleration period of the new classification.

If said employee cannot satisfactorily be retrained in that position, he/she shall be afforded an opportunity, based on seniority, to work part-time in his/her former classification, if said classification is still in existence; otherwise, he/she shall be terminated with severance pay, as below:

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

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

The Employer will attempt, to the best of its ability, to find a job within the Bargaining Unit for full-time employees with less than one (1) year's seniority, and part-time employees. If it is not possible, service of said employees will be terminated.

This section is intended to assist employees affected by any technological change and, accordingly, any legislation enacted by the Alberta Provincial Government, would not apply during the term of the Collective Agreement between the Employer and the Union, providing this clause meets the minimum standards of such legislation.

### 13.10 Displaced Employees - Closing of Department

When a full-time employee with one (1) or more year's service is displaced due to a department closing or a job becoming redundant and who has sufficient seniority to displace a junior employee, the Employer agrees to give training to said employee, for a position presently in existence within the Bargaining Unit. If the employee is successfully retrained within the similar period given a new employee (160 hours), the employee may then exercise his/her seniority rights over junior, full-time employees within that classification. If the employee is successfully retrained within the period given, then the employee will progress through the acceleration period of the new classification. If said employee cannot satisfactorily be retrained in that position, the employee shall be afforded an opportunity, based on seniority, to work part-time in their former

classification, if such classification is still in existence, otherwise, the employee shall be terminated with severance pay as below:

- (a) 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 of service, whose service is terminated by the Employer under this provision, shall receive one (1) week's severance pay for each year of continuous, full-time service, up to a maximum of fifteen (15) weeks' pay. This clause does not apply to employees who accept other employment with the Employer outside the jurisdiction of this Agreement.
- (b) The Employer will attempt, to the best of its ability, to find a job within the Bargaining Unit for full-time employees with less than one (1) year's seniority and part-time employees. If it is not possible, services of said employees will be terminated.

### 13.11 Joint Labour Management Committee

The Employer and the Union agree to establish a Joint Labour Management Committee to meet regularly, but not **less** than four (4x) times per year to discuss any items that are of concern to either party arising out of the operations of the Collective Agreement, and the operation of the facilities covered by the Collective Agreement.

The Joint Labour Management Committee shall be comprised of the representative of Industrial Relations, Employee Relations Department, Store Managers, and District Manager, on behalf of the Employer, and Union members consisting of up to six (6) people representing the

various departments and at least one (1) full-time representative of the Union representing the Union.

Either party shall inform the other at least seven (7) days in advance of any scheduled meeting of the items it wishes to place on the agenda for that meeting.

#### 13.12 Express Checkouts

Express checkout duties will be rotated, unless otherwise mutually agreed, so that no Clerk-Cashier will be required to serve more than five (5) hours per day in such duties.

#### 13.13 Safety

It shall be the duty and responsibility of both the Employer and the employee to cooperate and ensure that tools, equipment and utilities used by the employees are maintained in a good and safe condition.

#### 13.14 Polygraph Tests

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

#### 13.15 Loose Change

Clerk Cashiers are allowed to have in their possession loose change (including bills).

13.16 (a) The General Clerk Classification in the Collective Agreement states that "General Clerks" are to perform any duties other than in the Meat or Bakery Department. These duties include:



## Grocery:

1. Write grocery order.
2. Loading and unloading of all merchandise - receiving freight - checking in merchandise - stocking in back room.
3. Selecting and loading merchandise for sales floor distribution.
4. Cutting cases - price marking and changes.
5. Night stocking and day stocking merchandise on shelves.
6. Set up displays.
7. Frozen Foods, Dairy and Bakery Section - loading, unloading, storage, rotation and ordering.
8. Schedule flow of merchandise - arrange stock room, laundry supplies, damaged merchandise, spoils salvage, empty bottle program.
9. Customer Service - basket retrieval.
10. File maintenance (the employee in the store who bears the chief responsibility for the maintenance and implementation of store scanner files).
11. Any and/or all other duties as may be assigned by the Store Manager.

Produce:

12. Write produce orders.
13. Check in produce.
14. Display merchandise, rotate product.
15. Trimming, washing produce, open containers, prepare produce for display in sales rooms.
16. Load and unload stocking trucks with produce for display in sales room.
17. Garbage disposal - Supply and Sales are to be kept clean and neat.

Sanitation:

18. Sanitation Program - **upkeep**.
19. Washing and cleaning floors (maintenance), shelves wash and dust, light fixtures, windows, clean parking lot.
20. Garbage and cardboard - look after refuse, bailing cardboard.
21. Upkeep-Carl - minor repairs - hanging signs.
22. Any and/or all other duties as may be assigned by the Store Manager.

(b) Clerk-Cashiers and General Bakery Help

Any Clerk-Cashier is assigned to perform similar duties as a General Clerk, subject only to the condition that such wage differential equals no more than the difference between the current base rate of Clerk-Cashier and the appropriate scale rate in the General Clerk classification.

The duties of the Clerk-Cashier are as follows:

1. Check-stand duties.
2. Price changes (including the changing of shelf tickets).
3. Office work.
4. Stocking of chocolate bars, chewing gum and candy.
5. Stocking of nylons and tobacco, excluding case lots of tobacco product.
6. Cleaning and housekeeping duties relating to check-stand, or bakery counter.
7. Bakery counter and snack bar duties.

If Clerk-Cashiers, during an eight (8) hour shift, perform duties other than those listed above for a period of one (1) or more hours on their shift, they shall be paid a wage differential equal to the difference between their current base rate and the appropriate rate in the General Clerk classification.

(c) Bakery Sales Classification

Only Bakery Sales Clerks will be scheduled to work bakery sales shifts.

Relief for Bakery Sales Clerks will be provided from outside the classification should there not be sufficient relief help available in the department.

(d) Clerk in Training

By the implementation of the Clerk in Training classification, it shall not affect the Food Clerk allocation of hours.

Reduction of hours shall be done by reducing Clerk in Training hours first in order of seniority.

Should a Clerk in Training find his/her hours are reduced, they will be allowed to claim Courtesy Clerk hours by seniority at the top rate of Courtesy Clerk of all hours claimed.

Article 14 - Expiration And Renewal

This Agreement shall be effective from **July 22<sup>nd</sup>, 2004**, and shall remain in force until **July 21<sup>st</sup>, 2007**, and thereafter from year to year, but either Party may, not more than one hundred twenty (120) days and not less than sixty (60) days before the expiry date or renewal date of such Agreement, give notice in writing to the other Party to:

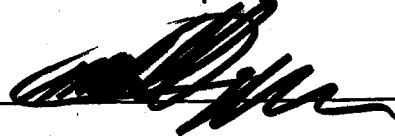
- (a) terminate such Agreement, or
- (b) negotiate revisions thereof.

Should either Party give notice pursuant to (b) above, this Agreement shall thereafter continue in full force and effect and neither Party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment until:

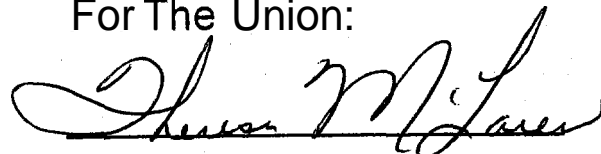
- i) the Union serves notice of strike in accordance with the Labour Relations Code of Alberta, 1988, and
- ii) the Employer serves notice of lockout in accordance with the Labour Relations Code of Alberta, 1988.

Signed This 8<sup>th</sup> Day Of February, 2005

For The Employer:

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

For The Union:

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

**Bargaining Committee:**

**Christine Nyberg  
Ron Richardson  
Theresa McLaren  
Loren Keister**

***This Agreement was ratified on July 22<sup>nd</sup>, 2004.***

<u>Hours</u>	<i>Current</i>	<i>Effective July 23<sup>rd</sup>, 2004</i>	<i>Effective July 23<sup>rd</sup>, 2005</i>	<i>Effective July 23<sup>rd</sup>, 2006</i>
<b>0-500</b>	<b>\$8.00</b>	<b>\$8.24</b>	<b>\$8.49</b>	<b>\$8.74</b>
<b>501-1000</b>	<b>\$8.40</b>	<b>\$8.65</b>	<b>\$8.91</b>	<b>\$9.18</b>
<b>1001-1500</b>	<b>\$8.80</b>	<b>\$9.06</b>	<b>\$9.33</b>	<b>\$9.61</b>
<b>1501-2000</b>	<b>\$9.20</b>	<b>\$9.48</b>	<b>\$9.76</b>	<b>\$10.05</b>
<b>2001-2500</b>	<b>\$9.60</b>	<b>\$9.89</b>	<b>\$10.19</b>	<b>\$10.50</b>
<b>2501-3000</b>	<b>\$10.00</b>	<b>\$10.30</b>	<b>\$10.61</b>	<b>\$10.93</b>
<b>3001-3500</b>	<b>\$10.40</b>	<b>\$10.71</b>	<b>\$11.03</b>	<b>\$11.36</b>
<b>3501-4000</b>	<b>\$10.80</b>	<b>\$11.12</b>	<b>\$11.45</b>	<b>\$11.79</b>
<b>4001-4500</b>	<b>\$11.20</b>	<b>\$11.54</b>	<b>\$11.89</b>	<b>\$12.25</b>
<b>4500+</b>	<b>\$12.00</b>	<b>\$12.36</b>	<b>\$12.73</b>	<b>\$13.11</b>

<u>Hours</u>	<i>Current</i>	<i>Effective July 23<sup>rd</sup>, 2004</i>	<i>Effective July 23<sup>rd</sup>, 2005</i>	<i>Effective July 23<sup>rd</sup>, 2006</i>
<b>0-500</b>	<b>\$8.00</b>	<b>\$8.24</b>	<b>\$8.49</b>	<b>\$8.74</b>
<b>501-1000</b>	<b>\$8.55</b>	<b>\$8.81</b>	<b>\$9.07</b>	<b>\$9.34</b>
<b>1001-1500</b>	<b>\$9.10</b>	<b>\$9.37</b>	<b>\$9.65</b>	<b>\$9.94</b>
<b>1501-2000</b>	<b>\$9.65</b>	<b>\$9.94</b>	<b>\$10.24</b>	<b>\$10.55</b>
<b>2001-2500</b>	<b>\$10.20</b>	<b>\$10.51</b>	<b>\$10.83</b>	<b>\$11.15</b>
<b>2501-3000</b>	<b>\$10.75</b>	<b>\$11.07</b>	<b>\$11.40</b>	<b>\$11.74</b>
<b>3001-3500</b>	<b>\$11.30</b>	<b>\$11.64</b>	<b>\$11.99</b>	<b>\$12.35</b>
<b>3501-4000</b>	<b>\$11.85</b>	<b>\$12.21</b>	<b>\$12.58</b>	<b>\$12.96</b>
<b>4001-4500</b>	<b>\$12.40</b>	<b>\$12.77</b>	<b>\$13.15</b>	<b>\$13.54</b>
<b>4500+</b>	<b>\$13.00</b>	<b>\$13.39</b>	<b>\$13.79</b>	<b>\$14.20</b>

<b>Current</b>	<b>Effective July 23<sup>rd</sup>, 2004</b>	<b>Effective July 23<sup>rd</sup>, 2005</b>	<b>Effective July 23<sup>rd</sup>, 2006</b>
<b>\$15.00</b>	<b>\$15.45</b>	<b>\$15.91</b>	<b>\$16.39</b>

<b>Current</b>	<b>Effective July 23<sup>rd</sup>, 2004</b>	<b>Effective July 23<sup>rd</sup>, 2005</b>	<b>Effective July 23<sup>rd</sup>, 2006</b>
<b>\$17.28</b>	<b>\$17.80</b>	<b>\$18.33</b>	<b>\$18.88</b>

## Letters Of Understanding

### #1. General Clerks Cashing

Further to our conversation regarding the performance of Clerk-Cashier work by General Clerks, we wish to confirm that General Clerks will not be scheduled to do Clerk-Cashier work. This Agreement acknowledges, however, that a General Clerk may have to perform occasional Clerk-Cashier work, if necessary, for the purposes of relief or in the event of emergencies.

### #2 Lump Sum Payment On Ratification

*A lump sum payment shall be paid to all employees of record on the date of ratification on the following basis.*

*\$1,500.00 to employees hired prior to January 1<sup>st</sup>, 1990.*

*\$1,000.00 to employees hired after December 31<sup>st</sup>, 1989, but prior to January 1<sup>st</sup>, 2000.*

*\$500.00 to employees hired after December 31<sup>st</sup>, 1999.*

### #3 Classification Changes

*Both parties agree to the following classification change:*

- 1. Effective the date of ratification, delete the Classification of General Help & Courtesy Clerk.*
- 2. Effective the date of ratification, employees previously in the General Help and Courtesy Clerk classification will be*



*moved to the new start rate of the Food Clerks, Cashiers and Bakery Sales Clerk classification.*

- 3. The duties of the previous General Help and Courtesy Clerk classification will be assigned to the Food Clerk or Cashier positions.*

For The Employer:



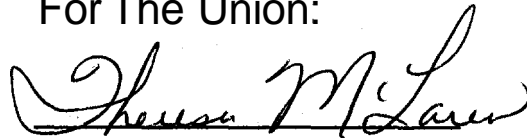
---

---

---

---

For The Union:



---

---

---

---

*Bargaining Committee:*

*Christine Nyberg  
Ron Richardson  
Theresa McLaren  
Loren Keister*

*This Agreement was ratified on July 22<sup>nd</sup>, 2004.*

65  
/