

# COLLECTIVE AGREEMENT

BETWEEN

SOBEYS CAPITAL  
INCORPORATED

AND

UNITED FOOD & COMMERCIAL  
WORKERS CANADA ***UNION***,  
LOCAL ***NO. 401***

13409 (02)

Renewal: March 21<sup>st</sup>, **2013**

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THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2010.

BY AND BETWEEN: SOBEYS CAPITAL INCORPORATED,  
Edmonton, Alberta, hereinafter referred  
to as "the Employer"

AND: UNITED FOOD & COMMERCIAL  
WORKERS CANADA **UNION**, LOCAL  
**NO.** 401; hereinafter referred to as "the  
Union".

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

In the Agreement, wherever the words "he", "she", "her", or "him" appear, it shall be construed as meaning any employee, male or female. Wherever the words "employee" or "employees" appear, it shall mean any person or persons covered by this Agreement.

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

### Article 1

All employees shall have access to a copy of the Company policies that apply to them.

## Article 2 - Bargaining Agency

The United Food and Commercial Workers Canada **Union**, Local **No.** 401 shall be the sole bargaining agent for all warehouse employees employed at the following location or any relocation of this operation in the City of Edmonton:

Edmonton Retail Support Centre, 12910 – 156 Street N.W.

## Article 3 - Scope

This Collective Agreement shall cover all employees engaged in warehousing duties at the above-mentioned location, except those in a supervisory capacity with the right to hire and fire, those in a confidential capacity with a knowledge of labour relations, office staff, and Management trainees.

## Article 4 - Union Security

- 4.1 The Employer agrees to retain in its employ within the bargaining unit as outlined in **Articles 2 and 3** 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 shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days. Employees shall pay Union dues as set forth from time to time by the Union upon written authorization by the Union.
- 4.2 The Employer agrees to provide each new employee at the time of employment with a form letter outlining to

The Employer will continue to provide the Union with a monthly report of new hires and terminations.

- 4.3 The Employer agrees to deduct from the regular pay cheque of each employee, upon proper authorization from the employees affected, initiation fees, Union dues, and assessment as authorized by the Union. Moneys deducted during any month shall be forwarded by the Employer to the President of the Union not later than the fifteenth (15th) day of the following month, and accompanied by written statement of the names of the employees for whom the deductions were made and the amount of each deduction.

The Employer further agrees, automatically, to deduct Union dues from the wages of all new employees. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions. The Employer agrees to have the membership application

forms, dues and initiation fee deduction forms signed by the employee at the time of hiring.

4.4 In the event the Employer engages the services of a temporary employment agency to perform bargaining unit work, the Employer will pay the Union an amount equivalent to the weekly Union dues that would have been paid by bargaining unit members.

4.5 Upon mutual agreement, the Employer may submit the dues electronically in a manner acceptable to both parties.

#### Article 5 - Basic Work Week

5.1 (a) The basic work week for full-time employees covered by this Agreement shall be forty (40) hours consisting of five (5), eight (8) hour shifts.

Management undertakes that where possible and subject to customer service needs and operational requirements, employees will be scheduled five (5) consecutive days.

(b) The basic work week shall be reduced by eight (8) hours for each paid holiday that occurs in a week.

(c) 10 Hour Work Days

(i) ***As an exception to the above, the basic work week for full-time employees working ten (10) hour days covered by***

(ii) There will be two (2) paid rest periods of twenty (20) minutes and will be scheduled as close to mid-shift as possible between start time and lunch break as well as lunch break and finish time.

(iii) Sick time will be prorated in conjunction with the allowances as stated in the Collective Agreement for all employees and will be paid based on that rate.

(i.e. - If you call in sick and you have sick time, you will receive ten (10) hours' sick time for this day)

(iv) Overtime will be paid as follows. The first hour worked over ten (10) hours in any given day will be paid at one and one half (1 ½ X) times the regular rate of pay. All hours worked after the first hour at one and one half (1 ½) will be at double their regular rate of pay.

(v) Paid holidays will be prorated in conjunction with the allowances as stated in the Collective Agreement for all employees and will be paid based on that rate.

(i.e. - If you work ten (10) hour shifts, your paid holiday pay will be ten (10) hours' pay)

(vi) Days off will be consecutive whenever possible but at the very least each employee will have as a minimum two (2) consecutive days off.

5.2 The Employer and the Union recognize that overtime may be required from time to time and that it is in the best interest of the Employer and the employees to keep it to a minimum. All overtime work shall be performed only after authorization by the Employer.

5.3 Hours of work worked in excess of those set forth in this article shall be compensated for at time and one half (1 1/2 X) the regular hourly rate for the first three (3) hours and double (2X) time thereafter in any one (1) day. For full-time employees only, all work performed on an employee's second day off in a week will be paid at double the regular hourly rate of pay (for example: an employee who works Monday to Friday will be paid double (2X) time for work on Sunday; an employee who works Tuesday to Saturday will be paid double (2X) time for work on Monday; an employee who works Sunday to Thursday will be paid double (2X) time for work on Saturday). For employees working four (4), ten (10) hour shifts, double (2X) time will be paid for work performed on the third day off in a week (for example: an employee who works Monday to Thursday will be paid double (2X) time for work on Sunday).

5.4 All work performed in excess of eight (8) hours in a day (or ten (10) hours in a day for employees working ten (10) hour shifts) or forty (40) hours in a week, including when employees stay to complete an assignment, will be paid at overtime rates. Overtime will be paid after the first seven (7) minutes of extra work and then to the



end of each full fifteen (15) minute period of work; for example, eight (8) to fifteen (15) minutes will be considered fifteen (15) minutes, twenty-three (23) minutes will be considered half an hour.

- 5.5 (a) When there is overtime to be worked, it will be offered in order of seniority to the employees within the department and shift and capable of performing the required work. If there are insufficient volunteers and the overtime is in the Grocery or Produce Department, the overtime will next be offered in order of seniority to the employees in the other department capable of performing the required work. If there are still insufficient volunteers, employees within the department and shift, and capable of performing the required work, will be required to work in reverse order of seniority. The Employer will advise employees required to work overtime by mid-shift of the same day. Employees will be excused from the requirement to work overtime for bona fide reasons such as pre-arranged appointments and pre-arranged personal commitments. The Employer will not act unreasonably in excusing employees from overtime for bona fide reasons, and employees will limit their requests to be excused to the greatest extent possible. Employees who are students will not be required to work overtime while attending school.
- (b) If the overtime is in Shipping, and there is an employee from the Produce Department filling a temporary vacancy in Shipping pursuant to Article 7.1, he/she will be treated as a member of

the Grocery Department for purposes of overtime assignment.

- 5.6 Employees working a shift of seven (7) hours or more shall receive a meal period of thirty (30) minutes without pay to be taken as near mid-shift as possible. Employees working a shift of less than seven (7) hours will have an optional meal period of thirty (30) minutes without pay.

In addition to the above, employees working a shift of six (6) hours or more shall receive two (2) rest periods of fifteen (15) minutes with pay. Employees entitled to two (2) rest periods shall receive one (1) rest period before and one (1) rest period after the meal period.

Employees working five (5) hours or less shall receive a paid rest period as near to mid-shift as possible.

- 5.7 When an employee is required to work forty-five (45) minutes or more of overtime, the employee shall receive a paid rest period at the commencement of the overtime, i.e.:

- Thirty (30) minutes of overtime work required: no rest period = thirty (30) minutes overtime pay.
- Forty-five (45) minutes of overtime work required: fifteen (15) minute rest period and forty-five (45) minutes of overtime work = one (1) hour overtime pay.

## Meal Allowance

When an employee works unscheduled overtime of three (3) or more hours in duration at the end of a shift, a meal allowance of six (\$6.00) dollars will be paid.

- 5.8 An employee will be allowed ten (10) hours of rest between shifts, except in an emergency or whereby mutual agreement between the Employer and the employee eight (8) hours of rest between shifts is allowed.
- 5.9 (a) The shift schedule for full-time employees shall be posted by 11:00 p.m. Saturday of the previous week in which the schedule is to take effect, and forty-eight (48) hours' notice of change is required except in the case of emergencies. The most senior employees within the shift and classification affected will have the first opportunity to have their shift changed. If no senior employee(s) chooses to change his/her shift, then the junior employee's(es') shift may be changed.
- (b) In the event that a full-time employee reports to work and there is less than four (4) hours' work available, he/she will be paid four (4) hours' pay unless the employee elects to leave prior to the end of the four (4) hours.
- 5.10 The maximum basic work week for part-time employees shall be up to eight (8) hours per day or forty (40) hours per week except as provided by Article 5.1(b). All hours worked in excess of the foregoing shall be considered overtime and paid for as per Articles 5.2, 5.3, 5.4, and 5.5. Part-time employees shall not be scheduled less

than four (4) hours on any given day. Part-time employees shall be allowed ten (10) hours between shifts as per Article 5.8.

All hours worked on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day of any given week will be considered overtime and paid at the established rate regardless of how many hours were worked in that week.

5.11 Part-time employees shall receive rest and meal periods as per Article 5.6 unless the employee works less than six (6) hours. When a part-time employee works less than six (6) hours, he/she shall receive one (1) paid fifteen (15) minute rest period as near mid-shift as possible. Part-time employees shall receive overtime rest period(s) as per Article 5.7.

5.12 (a) The shift schedule for part-time employees shall be posted by 11:00 p.m. Saturday of the previous week in which the schedule is to take effect, and forty-eight (48) hours' notice of change is required except in the case of emergencies.

(b) In the event that a part-time employee reports to work and there is less than four (4) hours' work available, he/she will be paid four (4) hours' pay unless the employee elects to leave prior to the end of the four (4) hours.

(c) Part-time employees will be required to declare their availability for scheduled shifts (on an Availability Form) upon being hired and will be required to be available at least one (1) day on every weekend (Friday midnight to Sunday midnight).

- (d) Available hours within the classification will be scheduled by seniority to the unrestricted part-time employees first and then by seniority to the restricted part-time employees.
- (e)
  - (i) When the Employer requires additional employees to work, it will call in part-time employees in order of seniority regardless of their restrictions.
  - (ii) When call-ins occur repeatedly on day, afternoon, and night shifts on the same days, the Employer will schedule these hours.
- (f) Any part-time employee can change his/her availability four (4X) times per year by obtaining a new Availability Form from his/her supervisor and submitting it prior to the following effective dates:
  - (i) Two (2) full scheduling weeks prior to the first (1<sup>st</sup>), second (2<sup>nd</sup>), or third (3<sup>rd</sup>) Sunday in January,
  - (ii) Two (2) full scheduling weeks prior to the last Sunday in August or the first (1<sup>st</sup>) or second (2<sup>nd</sup>) Sunday in September,
  - (iii) Two (2) other times per year as requested by the employee with proper notice of two (2) full scheduling weeks.
- (g) A part-time employee who fails to provide the Employer with a completed Availability Form prior

to the above dates will be scheduled according to his/her previous Availability Form.

- (h) The Employer will indicate on the posted schedules all employees who have restricted their availability.
- (i) The Employer will allow the Union to review and photocopy completed Availability Forms upon request.

5.13 When a part-time employee maintains an average of thirty-five (35) hours or more per week over twelve (12) consecutive weeks, excluding covering for vacation, LTD, WCB, STD, or approved leave of absence, a full-time position shall be deemed to exist. The position shall be posted within two (2) weeks and filled as per Article 12.3 of the Collective Agreement.

5.14 Call-In Language

Where an employee is called in to work earlier than his/her regular or assigned starting time, then overtime rates for the work performed prior to the regular assigned starting time will only apply if the employee works in excess of eight (8) hours on that shift or the hours worked will exceed the hours of the basic work week. Time so worked in excess of eight (8) hours per day or forty (40) hours per week will be paid at the applicable overtime rate.

At the time of the call-in, the Employer will advise the employee as to whether the call-in will be straight time or overtime.

When the Employer calls in employees to work on their regular scheduled days off, they will be called in seniority order by department and who are capable of performing the work.

- 5.15 The Employer is committed to the early resolution of payroll disputes. If an employee believes he/she was paid incorrectly, he/she shall bring it to the attention of his/her Supervisor no later than 12:00 noon on the Monday following the payday. Missing pay of fifty (\$50.00) dollars or more shall be processed on a manual cheque or by direct deposit as soon as possible. In the case of a direct deposit, the Employer shall provide the employee with notice of the direct deposit.
- 5.16 Pay advice will be distributed by Management only, on the first payroll distribution. All left over pay advice will be put in sealed envelopes to be distributed by any Supervisor.
- 5.17 The Employer will provide training to Management, Shop Stewards, and for employees to support efficient time and attendance management.

## Article 6 - Wage Scale and Classification

- 6.1 Job classifications and wage rates for each classification for all employees covered by this Agreement shall be as set out here:
- (a) The Junior Warehouseman Classification includes all part-time employees and those full-time employees who have less than six thousand, **five**

**hundred one (6501)** hours of combined hours worked and/or prior experience credit.

- (b) The Senior Warehouseman Classification includes full-time employees only with over six thousand one (6001) hours of combined work and/or prior experience credit and posted Shippers.
- (c) Wash Bay employees shall be included in the Junior and Senior Warehouse Classifications in accordance with their full-time or part-time status.
- (d) The Mechanics Classification includes Apprentice and Journeyman Mechanics.

Wage Scale effective **date of ratification (June 29<sup>th</sup>, 2010)**:

Junior Warehouseman				
Level	Hours	March 22 <sup>nd</sup> , 2010	March 22 <sup>nd</sup> , 2011	March 22 <sup>nd</sup> , 2012
1	0	<b>\$13.37</b>	<b>\$13.37</b>	<b>\$13.37</b>
2	501	<b>\$13.93</b>	<b>\$13.93</b>	<b>\$13.93</b>
3	1001	<b>\$14.49</b>	<b>\$14.49</b>	<b>\$14.49</b>
4	1501	<b>\$15.05</b>	<b>\$15.05</b>	<b>\$15.05</b>
5	2001	<b>\$15.38</b>	<b>\$15.38</b>	<b>\$15.38</b>
6	2501	<b>\$15.71</b>	<b>\$15.71</b>	<b>\$15.71</b>
7	3001	<b>\$16.04</b>	<b>\$16.04</b>	<b>\$16.04</b>
8	3501	<b>\$16.38</b>	<b>\$16.38</b>	<b>\$16.38</b>
9	4001	<b>\$16.72</b>	<b>\$16.72</b>	<b>\$16.72</b>
10	4501	<b>\$17.05</b>	<b>\$17.05</b>	<b>\$17.05</b>
11	5001	<b>\$17.38</b>	<b>\$17.38</b>	<b>\$17.38</b>
12	5501	<b>\$17.71</b>	<b>\$17.71</b>	<b>\$17.71</b>
13	6001	<b>\$18.05</b>	<b>\$18.05</b>	<b>\$18.05</b>
<b>14</b>	<b>6501</b>	<b>\$18.22</b>	<b>\$18.22</b>	<b>\$18.22</b>



Full-time employees who complete six thousand one (6001) hours will proceed from Level 12 to Level 14.

<b>Senior Warehouseman</b>				
<b>Level</b>	<b>Hours</b>	<b>March 22<sup>nd</sup>, 2010</b>	<b>March 22<sup>nd</sup>, 2011</b>	<b>March 22<sup>nd</sup>, 2012</b>
14	6001	<b>\$18.22</b>	<b>\$18.22</b>	<b>\$18.22</b>
15	6501	<b>\$18.56</b>	<b>\$18.56</b>	<b>\$18.56</b>
16	7001	<b>\$18.90</b>	<b>\$18.90</b>	<b>\$18.90</b>
17	7501	<b>\$19.91</b>	<b>\$19.91</b>	<b>\$19.91</b>
18	8001	<b>\$21.13</b>	<b>\$21.13</b>	<b>\$21.13</b>
19	8501	<b>\$23.29</b>	<b>\$23.87</b>	<b>\$24.47</b>

<b>Apprentice Year</b>	<b>March 22<sup>nd</sup>, 2010</b>	<b>March 22<sup>nd</sup>, 2011</b>	<b>March 22<sup>nd</sup>, 2012</b>
1 <sup>st</sup> Year	<b>\$20.90</b>	<b>\$20.90</b>	<b>\$20.90</b>
2 <sup>nd</sup> Year	<b>\$21.62</b>	<b>\$21.62</b>	<b>\$21.62</b>
3 <sup>rd</sup> Year	<b>\$22.35</b>	<b>\$22.35</b>	<b>\$22.35</b>
Journeyman	<b>\$27.27</b>	<b>\$27.95</b>	<b>\$28.65</b>

6.2 Newly hired employees in the Junior Warehouseman Classification may be paid at up to Level 4 (one thousand, five hundred one (1501) hours) as may be appropriate from time to time given labour market conditions. All employees hired above Level 1 will receive regular pay increases at each five hundred (500) hours worked. The Employer shall exercise this right in a non-discriminatory manner and upon request shall review the start rates of new hired employees with the Union. In the event of a dispute with regard to the non-discriminatory application of this provision, all such disputes may be subjected to the grievance procedure.

- 6.3 Should the Employer utilize Article 6.2 then cease the practice of hiring up the wage scale and subsequently commence the practice again, all employees hired at a rate of pay that is lower than a new hired employee in accordance with Article 6.2 above shall be moved to the same higher rate of pay for newly hired employees. The forgoing does not apply to employees hired at a higher rate in accordance with Article 6.4 below.
- 6.4 New employees shall be classified according to their previous comparable experience in the position they are hired into. The Employer retains the sole right to establish comparable experience. The Employer further agrees to provide the Union with its criteria for establishing previous experience and any revisions to the previous experience credit criteria that it may make from time to time.
- 6.5 Any employee that moves from full-time to part-time will be placed at the appropriate rate on the Junior Warehouseman scale. Should that employee subsequently return to full-time, he/she would be returned at the level he/she was, plus accumulated experienced hours.
- 6.6 When new job classifications are established by the Employer, the Employer and the Union shall meet prior to implementation to establish a rate of pay and duties for the job. In the event that either party is not satisfied with the result, the matter shall be referred to arbitration as per Article 18.

## Article 7 – Temporary Vacancies and Transfers

- 7.1 (a) When the Employer decides to fill a temporary vacancy in the Grocery or Produce Departments (with the exception of Shipping; see paragraph (d) below for Shipping) caused by the absence of an employee, it will offer the opportunity for the temporary transfer in seniority order to the employees capable of performing the required work within the department and shift in which the temporary vacancy exists. In the event there is no volunteer, the Employer may transfer in reverse order of seniority an employee within the same department and shift capable of performing the required work.
- (b) If the Employer is unable to fill the temporary vacancy from within the department and shift in which the vacancy exists, it may at its option, offer the opportunity for the temporary transfer to employees in the other department on the shift capable of performing the required work. In this event, the Employer will offer the opportunity for the temporary transfer in seniority order within the classification in which the need exists in the other department and, in the event there is no volunteer, it may transfer in reverse order of seniority an employee within the classification in which the need exists.
- (c) If the Employer needs to bring an employee from another shift to fill the temporary vacancy, it will first offer the opportunity for the temporary transfer in order of seniority to the employees within the department in which the need exists capable of

- (d) When the Employer decides to fill a temporary vacancy in Shipping, the above paragraphs (a), (b), and (c) will not apply. Instead, the Employer will offer the opportunity for the temporary transfer in order of seniority within both the Grocery and Produce Departments on the shift in which the temporary vacancy exists to the employees capable of performing the required work. In the event there is no volunteer, the Employer may, at its option, transfer in reverse order of seniority an employee within both the Grocery and Produce Departments on the shift capable of performing the required work. Alternatively, the Employer may bring in from another shift an employee capable of performing the required work by first offering the transfer in seniority order to the employees capable of performing the required work or, if there is no volunteer, by transferring in reverse order of seniority an employee capable of performing the required work.
  
- (e) In all circumstances, the Employer's obligation to transfer in seniority or reverse order of seniority is subject to its ability to backfill for the employee who would be transferred.

7.2 The Employer agrees that, in the event of an employee being temporarily required to fill any position for a period of one (1) hour or more in a week in respect of

which the rate of pay is higher than normally paid to the employee, he/she shall be paid at the rate for the position he/she is filling, including any applicable shift premium, when he/she is performing the work. However, any vacation or sick time will be at his/her original rate of pay.

7.3 Any employee required to temporarily fill a lower classification shall not have his/her rate reduced except in cases of temporary layoff and/or demotion.

7.4 Temporary employees hired for vacation or other relief work shall not be employed except on basic warehouse duties.

7.5 Relief Supervisors

Relief Supervisors shall be used only to relieve supervisors absent from the workplace for illness, vacation or special meetings, or where there is no supervisor (e.g., Friday night dispatch, Sunday morning Produce), unless otherwise agreed to by the Union and the Employer. No employee shall be required to work as a Relief Supervisor.

Relief Supervisors shall be designated and perform their duties for either one (1) or more full days or one (1) or more full work weeks and shall not return to their former bargaining unit position during those periods of time. However, in the event of overtime work at the end of a scheduled shift, and if they are not needed to work as a Relief Supervisor during the overtime period, they will not be exempt from any required overtime by virtue of having worked as a Relief Supervisor during the scheduled shift (in other words, if there are insufficient

volunteers and their seniority would result in them being required to work the overtime, they must do so).

Relief Supervisors may direct the work force but shall not discipline employees, except that they may send employees home for just cause. Discipline shall be referred to permanent Management.

Supervisors and Relief Supervisors shall not perform bargaining unit work.

Except as provided above, Relief Supervisors shall be considered to be bargaining unit members for all purposes of the Collective Agreement.

When an employee works as a Relief Supervisor, he/she shall be paid a premium of one (\$1.00) dollar per hour for all hours so worked provided he/she performs a significant portion of the position he/she is relieving.

The names of all Relief Supervisors so designated each day shall be posted at the time clock and noted on the work schedule.

When an employee works in a relief capacity for a supervisor, hours he/she would have worked in the bargaining unit shall be scheduled to part-time employees.

## 7.6 Lead Person

The Employer may appoint up to five (5) Lead Persons on a daily basis. The job posting procedure shall not apply, but no employee shall be required to be a Lead

Person. The Employer will endeavour to keep the number of Lead Persons to a minimum. They shall be considered to be bargaining unit members for all purposes of the Collective Agreement.

The Lead Person may direct the work of other employees while performing the work themselves. They shall not discipline employees; however, they will have the right to send employees home for just cause if Management is not in the facility. Discipline shall be referred to permanent Management.

The names of all Lead Persons, so designated each day, shall be posted at the time clock and noted on the work schedule.

When an employee works as a Lead Person, he/she shall be paid a premium of one (\$1.00) dollar per hour for all hours worked as a Lead Person.

## Article 8 - Annual Vacations

8.1 The entitlement to vacation for *all* employees, **effective January 1<sup>st</sup>, 2011**, shall be as follows:

After one (1) year but less than three (3) years of service, two (2) weeks of vacation and vacation pay.

After three (3) years but less than eight (8) years of service, three (3) weeks of vacation and vacation pay.

After eight (8) years but less than sixteen (16) years of service, four (4) weeks of vacation and vacation pay.

After thirteen (13) years but less than eighteen (18) years of service, five (5) weeks of vacation and vacation pay.

After eighteen (18) years of service, six (6) weeks of vacation and vacation pay.

Service for all employees is measured from date of hire.

#### Calculation of Vacation Pay:

Vacation pay for all employees for each week of vacation will be 1/52<sup>nd</sup> of the total of the previous year's earnings provided by this Collective Agreement. For the purpose of this article, Short Term Disability, Long Term Disability, and Workers' Compensation payments shall not be included in the definition of earnings for the purpose of calculating vacation pay. Notwithstanding the foregoing, vacation pay shall not be less than required by the Employment Standards Code.

#### Vacation Planner

- (a) Subject to Article 8.2(a) and operational requirements, the Employer will endeavour to grant as much vacation time as it can without jeopardizing the efficiency and productivity of the operation. Further subject to the Employer sustaining full-time employment levels equivalent to or greater than existed in 2008, the Employer will as a minimum continue to grant the same number of employees vacation time off as is/was granted in 2008.



(b) For the purposes of vacation scheduling only, there shall be six (6) vacation planners as follows:

- (i) Trailer Shop & Wash Bay
- (ii) Maintenance
- (iii) **Inbound Grocery**
- (iv) **Inbound Produce**
- (v) **Outbound Grocery**
- (vi) **Outbound Produce**

8.2

(a) Two (2) weeks of vacation shall be granted during the months of April, May, June, July, August, and September unless otherwise mutually agreed to between the Employer and the employee.

(b) Vacation will be administered by providing each employee within the shift and department a choice of two (2) consecutive weeks of vacation on the basis of seniority.

(c) Any additional vacation entitlement will be chosen on the same basis of seniority only after all employees have made their first choice.

(d) Vacation planners will be posted by **December 1<sup>st</sup>**. All employees within each vacation planner grouping are to submit their first two (2) week vacation choice by **December 31<sup>st</sup>**. Their second two (2) week vacation choice **must be submitted between January 8<sup>th</sup> and January 21<sup>st</sup>**. **Their third choice must be submitted between January 28<sup>th</sup> and February 14<sup>th</sup>**. **The results of each round will be posted before the next round commences and the final results will be posted no later than February 28<sup>th</sup>**. Employees

***Employees who want to take vacation in January or February may approach their Supervisor and put in a request before December 1<sup>st</sup>. These requests will be granted in accordance with Article 8.1 (a). Such a request will not count as the employee's first or second choice, unless it exhausts the employee's entitlement.***

- (e) All employees with less than five (5) weeks' vacation shall have their vacation entitlement chosen by January **21<sup>st</sup>**. The Employer may schedule vacation entitlement not chosen by any employees with less than five (5) weeks vacation by **March 28<sup>th</sup>**. ***All remaining vacation chosen after February 28<sup>th</sup> is on a first-come basis.***

All employees with five (5) or more weeks of vacation will be able to book their remaining vacation after **February 28<sup>th</sup>** to September 15<sup>th</sup> of the current year. The Employer may schedule any vacation entitlement not chosen by September 15<sup>th</sup>.

- (f) 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.

As an exception to the above, part-time employees shall receive their vacation pay bi-weekly with their regular pay.

(g) To ensure application of the above, employees must have completed their vacation selection by the dates indicated above or will lose seniority for the purposes of that vacation selection.

**(h) An employee who returns to work from an approved leave of absence after the vacation selection period set out in Article 8.2(d) will have the ability to request his/her vacation entitlement from any remaining available dates for vacation allocation within two (2) weeks of his/her return.**

8.3 No employee shall be required to work overtime the day prior to his/her vacation.

8.4 The Employer agrees to consider the deferral of not more than two (2) weeks' vacation for special circumstances such as overseas travel provided the requirements of the operation and Employment Standards are met. Employees who have less than four (4) weeks' vacation entitlement are exempt from the above.

## Article 9 – Paid Holidays During Vacations

- 9.1 When a paid holiday occurs during an employee's vacation, an extra day of vacation shall be granted if the holiday is one which the employee would have received had the employee been working.
- 9.2 The extra day may be taken at the beginning or the end of the employee's vacation, or taken at another time altogether. In any case, the day must be booked in accordance with the procedures in Article 8.2(d), either as a single day during the third round of picking or as part of another full week of vacation. For employees with five (5) or more weeks of vacation, the day may also be booked on the first-come basis described in Article 8.2(e).

## Article 10 - Paid Holidays

- 10.1 The following shall be considered as holidays for which there shall be no deduction in pay:
- |                  |                 |
|------------------|-----------------|
| New Year's Day   | Canada Day      |
| Thanksgiving Day | Good Friday     |
| Civic Day        | Remembrance Day |
| Victoria Day     | Labour Day      |
| Christmas Day    | Boxing Day      |
| Family Day       |                 |
- 10.2 Work on paid holidays shall be offered in order of seniority within the department and shift. If there are no volunteers, then the required overtime would be allocated in order of reverse seniority provided the

employee has the capabilities to perform the work required.

All employees who work on a paid holiday shall be guaranteed a minimum of eight (8) hours' pay at their appropriate rate of pay. In the event that an employee volunteers to leave work prior to the completion of the eight (8) hours' work, he/she will only be paid for time worked.

10.3 All work performed on a paid holiday shall be compensated for at one and one half (1 1/2 X) times the employee's rate of pay, plus the paid holiday pay.

10.4 Employees absent on their regular scheduled work day before and/or after a holiday shall not be paid for the holiday, unless due to illness or injury supported by a medical doctor's certificate; involuntary absence such as jury duty or Employer approved leaves of absence of less than one (1) week's duration.

When a paid holiday is observed on a Saturday or regular assigned day(s) of rest, or Sunday, provided the day is also observed in the wholesale and retail food industry, another day(s) shall be granted for the holiday or pay given in lieu of holiday(s).

When an employee is granted another day for such holiday, unless otherwise mutually agreed, the day off will be scheduled on a Monday or Friday, as soon as practical to provide for the efficient operation of the warehouse, in the weeks surrounding the week of the paid holiday.

## Article 11 - Shift and Freezer Premium

- 11.1 A shift premium of **seventy-five (\$0.75)** cents per hour as of the date of ratification (**June 29<sup>th</sup>, 2010**) and increased as of March 22<sup>nd</sup>, **2011**, to **eighty (\$0.80)** cents per hour shall be paid to afternoon and night shift employees. An afternoon shift shall be any shift that commences between the hours of 12:00 p.m. and 10:00 p.m. A night shift shall be any shift that starts between the hours of 10:00 p.m. and 4:00 a.m.
- 11.2 A premium of one (\$1.00) dollar per hour shall be paid in addition to the employee's regular hourly rate to the designated Freezerman. Premium is to be paid for all time if employee works over two (2) hours per shift in the freezer. Suitable protective clothing shall be provided by the Employer for the Freezerman.

## Article 12 - Seniority

- 12.1 (a) Seniority for **all** employees shall be based on the length of service the employee has been on payroll in the bargaining unit **or adjusted seniority date.**

All full-time employees shall be considered senior to all part-time employees.

Part-time employees may be allowed to cover peak work periods and overtime situations provided no full-time employee's hours are affected.

- (b) A seniority list shall be posted every three (3) months broken down into the seniority groupings of full-time and part-time employees for the Warehouse and Trailer Shop.

Employees shall have the right to protest any change to the seniority list. Administrative errors can be corrected by the Employer provided the Employer supplies documentation supporting the error to the Union prior to making the correction.

12.2 A probationary period of three hundred twenty (320) hours worked (modified work is not considered hours worked for this article) shall apply in the case of each new employee, during which time seniority shall not apply and such employee may be terminated if Management considers him/her unsatisfactory. After the probationary period, the employee shall be entitled to the rank of seniority as per Article 12.1 (a).

12.3 (a) For the purposes of seniority application and job assignments within a classification, the following full-time permanent positions will be posted and awarded in accordance with Article 12.3 (c) as required:

Forklift, Shipper, Receiver, Building Maintenance, Mechanic (Trailer Shop), Apprentice Mechanic (Trailer Shop), Wash Rack, Re-coup, Re-pack, Order Selector, Meat Stacker, and Equipment Maintenance.

- (b) All vacant positions within the scope of the bargaining unit shall be posted for seven (7) days in every department. Job postings will include

posting numbers, description of duties, start time, and days of work. All job postings will be filled immediately following the posting procedure. The Employer may make temporary appointments by seniority, with the required skills, in the meantime.

- (c) When a full-time bargaining unit employee is promoted to a supervisor position, a full-time position will be deemed to exist and will be posted as set out in Article 12.3(b).
- (d) Full-time and part-time employees applying for full-time positions shall be selected on the basis of seniority provided the required skills are adequate. Applications will be considered in the following order: first, from full-time employees in the department (Warehouse or Trailer Shop) in which the vacancy exists; second, from part-time employees in the department (Warehouse or Trailer Shop) in which the vacancy exists; third, from full-time employees in the rest of the bargaining unit; and fourth, from part-time employees in the rest of the bargaining unit. Part-time employees who have restricted their availability at the time of a posting shall not be considered.
- (e) If the new position is a new job (as opposed to a different shift in the same job) for the successful applicant, there shall be a trial period of **twenty (20)** working days or **four (4)** calendar weeks, whichever comes first. At the beginning of the trial period, the job expectations will be communicated to the successful applicant, and feedback on his/her performance will be provided to him/her no



later than the midpoint of the trial period. The successful applicant must work in the position throughout the trial period unless he/she successfully bids on another job posting.

- (f) If the new position is not a new job but just a different shift for the successful applicant, there will be no trial period.
- (g) Promoted employees who are unable to perform the required assigned tasks or find the position undesirable shall be returned to their former position and shall be precluded from applying for that same position again within three (3) months.
- (h) An employee's promotion will be posted only after he/she has successfully completed the required trial period.
- (i) Employees absent on vacation shall be granted the opportunity to bid on job vacancies provided they do so within four (4) weeks of the date of the job posting.
- (j) In the event that a continuing full-time job becomes vacant, the Employer shall post that position within three (3) days of it becoming vacant.

When **a full-time** employee's scheduled shift is changed by more than two (2) hours **from its original posting**, his/her position will be re-posted in accordance with this article. When **a full-time** employee's scheduled shift is changed by two (2) hours or less **from its original posting**, it will

be considered a shift change under the provisions of Article 5.9.

- (k) When a full-time employee works in an alternative classification for twelve (12) or more consecutive weeks, excluding covering for vacation, LTD, WCB, STD, or approved leave of absence, a position shall be deemed to exist and will be posted within two (2) weeks in accordance with the provisions of this Article 12.3.

- 12.4
- (a) Should a reduction in staff become necessary, the Employer will retain senior employees provided the required skills are adequate. In the event of a reduction in staff in the bargaining unit, or a position becomes redundant, the employee whose position is being deleted and who has sufficient seniority to displace a junior employee will be given the opportunity to displace any junior employee in the classification, department, shift, and status of his/her choice provided he/she has the qualifications to perform the job satisfactorily.
  - (b) Senior full-time employees who have their hours reduced permanently shall have the first opportunity to work one (1) or more junior jobs within their department and shift to maintain hours as close to their original status as is operationally feasible to do so.

Notwithstanding the above, where there is a permanent schedule change, the employee(s) affected will have first opportunity to receive the position on the new schedule.

- (c) Any employee whose position becomes deleted will have the first opportunity to return to a position within his/her former classification should an opening occur provided not more than twelve (12) months have elapsed. Any employee laid off will be offered an opportunity to return to work in order of seniority (merit and ability being adequate) provided not more than twelve (12) months has elapsed.

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.

12.5 The seniority of an employee will be considered broken, all rights forfeited, and the Employer is under no obligation to rehire when he/she:

- (a) Voluntarily leaves the service of the Employer or is discharged for just cause;
- (b) Fails, after a three (3) day period of notice to return to work when recalled. Notice by the Employer will consist of addressing a registered letter to the individual at his/her last known address and furnishing a copy thereof to the Union Office;
- (c) Has been out of the employment of the Employer for a period of twelve (12) months or longer;
- (d) ***Is absent without leave for five (5) full shifts during a twelve (12) month period without reasonable justification. The employee must***

***provide documentation justifying his/her absence.***

12.6 Where there is unscheduled work to be performed during the course of a shift, the Employer shall offer such work by seniority to those available employees who are not currently working on an assigned task at the time the non-scheduled work arises. In the event there are no volunteers, employees capable of performing the required work will be assigned in reverse order of seniority. The foregoing is not intended, and shall not be applied, to disrupt regular assignments for posted job holders at the commencement of a shift.

12.7 Severance Pay

In the event employees are permanently laid off as a result of a warehouse closure, the closure of a department the Employer will pay severance equal to one (1) week per year of service to maximum of forty (40) weeks to employees who do not exercise their right to bump or whose seniority and/or ability is insufficient to bump another employee.

All employees will receive their weeks of severance pro-rated based on the average of weekly hours worked over the past twenty-six (26) weeks prior to termination. With regard to employees who have been on Workers' Compensation, Short Term Disability, maternity or parental leave, or approved extended leaves of absence, the words "past twenty-six (26) weeks" shall mean the past twenty-six (26) weeks of active employment.

All severance payments under this article are inclusive of any pay in lieu of notice as may be required by the Employment Standards Code.

In the case of full-time and part-time employees, years of service will be pro-rated to the last completed quarter (1/4) year of service and paid accordingly. The following table is for the purpose of example only:

Years of Service:	Weeks of Severance:
Three (3) years and nine (9) months	Three and three-quarter (3 3/4) weeks
Five (5) years and six (6) months	Five and one-half (5 1/2) weeks
Six (6) years and eleven (11) months	Six and three-quarter (6 3/4) weeks
Twelve (12) years and two (2) months	Twelve (12) weeks
Seventeen (17) years and eight (8) months	Seventeen and one-half (17 1/2) weeks

## 12.8 **Company Intranet Careers Page**

Any employee that is absent from the work place for more than one (1) week will be able to access job posting information provided by the Employer via the ***Company Intranet Careers Page*** or mutually agreed to means between the Employer and Union.

Any employee that is interested in submitting his/her name must do so by speaking directly to a Supervisor and obtaining a confirmation number from the Supervisor.

The Employer will maintain the job posting information on a weekly basis; for example, every Monday.

### Article 13 - Discipline and Discharge

13.1 When an employee's work performance, conduct, or behavior is such that it may lead to discipline and/or discharge and is the subject of discussion between the employee and the Employer, the employee shall have a Shop Steward present. The employee can request the Steward of his/her choice at work at the time. In situations of a delicate or confidential nature, the Employer will be reasonable in allowing the employee the Steward of his/her choice. All such time spent by Shop Stewards in this capacity shall be considered as time worked.

13.2 Full-time employees reduced to part-time who terminate or are terminated within three (3) months of the date of their reduction to part-time shall be given whatever pay in lieu of notice they were entitled to immediately prior to the date of their reduction to part-time.

The Employer shall not be deemed obligated to give any notice whatsoever to or give any pay in lieu thereof to an employee terminated for proper cause.

13.3 Suspensions shall be served consecutively and shall commence as soon as possible after the date of the infraction having regard to the length of time necessary to complete any investigation and to accommodate any staffing issues in the department (e.g., other employees' vacations).

- 13.4 (a) Written reprimands or any other form of discipline that are older than twelve (12) months will not be used against an employee as the foundation for further discipline if the employee has maintained a clean record for a period of twelve (12) months from the date of his or her last discipline.
- (b) A minor discipline (i.e., no more serious than a verbal warning) that is not cleared by virtue of paragraph (a) above will not be considered as part of an employee's discipline record eighteen (18) months following the date of the discipline as long as during that eighteen (18) month period, any additional discipline the employee has had is no more serious than a verbal warning.

#### Article 14 - Union Meeting

- 14.1 Any conference or dealings with the Employer are to be conducted by a Union committee to consist of not more than four (4) employees of the Employer, one of whom will act as Chairman, together with a duly accredited Representative of the United Food and Commercial Workers Canada **Union**, Local **No.** 401, who shall be a fully paid employee of the Union.

An authorized Representative or Executive Officer of the Union shall be permitted, after notifying the Manager, to talk with an employee regarding Union matters during regular working hours. The interview shall be carried on in a place provided for and designated by the Employer and shall normally take place on the employee's coffee or lunch break. Time

taken for such an interview in excess of five (5) minutes shall not be on Employer time.

Upon any question being submitted to the Employer by the Union Committee regarding the interpretation of the terms of this Agreement, any interpretation agreed upon shall be signed jointly by a person duly authorized by the Employer and the President or paid Official of the Union.

The committee of the Union shall at all times present the Employer's side of all questions to its members as well as its own, and the Union further agrees that discussion amongst the employees of the Union matters will not be undertaken during the Employer's working hours.

14.2 Duly authorized Representatives of the Union shall be entitled, after notifying the Warehouse Manager or person in charge of operations in his or her absence, to visit the warehouse. The Union Representative shall be escorted by a Shop Steward and/or a bargaining unit member during such visitation. Time spent in the warehouse operational area shall be escorted for duration and at times suitable to Management.

14.3 The Union will provide two (2) lockable bulletin boards, which will be installed by the Employer: (1) in the hallway between the change room upstairs and (2) in the Truck Shop. These bulletin boards are for Union information only. The Union will be responsible for all maintenance and repair of the bulletin boards.

14.4 The Employer agrees to introduce each new employee to a Steward during the new employee's orientation.



- 14.5 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.

#### Article 15 - Management Rights Clause

- 15.1 The Company retains the sole and exclusive right to manage its operation in all respects except as may be limited or abridged by the specific provisions of this Agreement.
- 15.2 Any alleged abuse by the Company of its Management's rights may be the subject of a grievance and processed pursuant to Article 17 of this Agreement.
- 15.3 In exercising the foregoing rights, the Company shall act in good faith and shall not evade or alter any of the specific provisions of this Agreement. The Company will not exercise its rights under this article or any other

provisions of this Agreement to discriminate against any employee because of his/her activity in or for the Union.

### Article 16 - Strikes and Lockouts

There shall be no strikes or lockouts during the term of this Agreement in accordance with Sections 71 and 72 of the Labour Relations Code of the Province of Alberta.

### Article 17 - Grievance Procedure

- 17.1 Any complaint, disagreement, or difference of opinion between the parties, hereto, concerning the interpretation, application, operation, or any alleged violation of the terms of this Agreement, shall be considered a grievance.
- 17.2 All Union and Employer grievances, not submitted within thirty (30) calendar days from the date the grievance arose, shall be considered abandoned.
- 17.3 Before a grievance is filed, the employee and his or her Shop Steward should discuss the issue with his or her supervisor to permit an opportunity for early resolution.
- 17.4 Should the issue not be resolved by the discussion contemplated by Article 17.3, then the employee and his or her Shop Steward may discuss the issue with the department Manager.
- 17.5 The grievance procedure is as follows:

Step One

The written grievance will be submitted by the Union to the grievor's department Manager, and the department Manager will respond to the Union in writing within five (5) working days of receiving the grievance.

Step Two

If the grievance is not resolved at Step One, and if requested by the Distribution Manager or the Union Representative, there will be a meeting to discuss the grievance attended by the Distribution Manager, the Union Representative, and any others they determine should attend the meeting. The Distribution Manager will provide, in writing, the Employer's final response to the Union Representative within five (5) working days of the meeting. If neither party requests a meeting, the Employer's final response will be provided to the Union Representative within twenty (20) working days of the Employer's Step One response.

Step Three

If the grievance is not resolved at Step Two, the Union may refer the grievance to arbitration within sixty (60) calendar days of receipt of the Employer's final response in Step Two.

17.6

Grievances concerning discharge or policy grievances may be submitted directly to the Distribution Manager.

- 17.7 Employer grievances will be submitted directly to the Union Representative.
- 17.8 Any time limits in this article can be extended by mutual written agreement between the Employer and the Union.
- 17.9 Any time spent in grievance meetings will be considered as time worked.

### Article 18 - Board of Arbitration

All grievances that cannot be settled by the Representatives of the Employer and the Union in accordance with Article 17 shall be submitted to an Arbitration Board.

The Arbitration Board shall be composed of:

- One (1) Employer Representative;
- One (1) Union Representative;
- One (1) 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 as a 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 19 - Health and Safety

19.1 The Employer and the Union acknowledge and endorse the respective obligations and rights of the Employer and the employees pursuant to the provisions of the Alberta Occupational Health and Safety Act, Regulation and Code.

19.2 The Employer shall continue the Occupational Health and Safety Committee for the Edmonton Retail Support Centre. Representation on the committee from this bargaining unit will be elected by the employees and will be representative of the various departments in which bargaining unit employees work.

***The Employer will post a notice for employees to put their names forward to be on the Health and Safety Committee in February of each year. Should the Employer receive more than one application per department, there will be an election by secret ballot. The election, if needed, will be completed by March 15<sup>th</sup> of each year.***

19.3 The committee will continue to meet monthly. Employee committee members' attendance at committee meetings will be considered time worked and paid for as such.

19.4 The Employer shall supply rubber boots, gloves, and aprons without cost to employees for handling wet Produce merchandise. The apparel shall at all times remain the property of the Employer and be kept on Company premises and shall be properly taken care of by the employee.

19.5 The Employer will reimburse each new employee who has successfully completed the probationary period (Article 12.2) seventy-five (75%) percent of the cost of his/her purchase of new boots to a maximum of one hundred ten (\$110.00) dollars. Every twelve (12) months thereafter, the Employer will reimburse employees seventy-five (75%) percent of the cost of their purchase of new boots to a maximum of one hundred ten (\$110.00) dollars.

If high quality boots are purchased and the boots wear out, the Employer may elect to reimburse the cost of new boots on the above basis prior to the end of the twelve (12) month periods.

19.6 The Employer will reimburse employees working on the dock (**limited to receivers, shippers** and warehousemen working on cross-dock meat) for seventy-five (75%) percent of the cost of coveralls or cold/wet jackets to a maximum of one hundred ten (\$110.00) dollars and as required thereafter but not more than once every year. A receipt must be

provided, and the clothing must meet the specifications set out by the Employer.

- 19.7 The Employer agrees to reimburse any employees who submit a receipt within three (3) weeks of submitting receipt.
- 19.8 Twice a year, afternoon shift employees will have the opportunity to indicate their willingness to accept assignments of incidental freezer work by bidding onto a freezer work list. The Employer will determine the number of employees it needs on the list, and the bid will be held twice a year. Each employee on the list will be assigned a freezer suit for his/her exclusive use while he/she is on the freezer list. Incidental freezer work will be offered to employees on the list by seniority and, if there are insufficient volunteers, assigned in reverse order of seniority. Employees who have bid onto the list but then repeatedly refuse freezer assignments when offered will be removed from the list.
- 19.9 The Employer will supply any employee who works alone in a secluded area a personal alarm at no cost to the employee.

## Article 20 - Health and Welfare

- 20.1 All full-time employees will be covered by the Sobeys Group Insurance Plan and the Sobeys Pension Plan. All part-time employees will have the option of participating in the Sobeys Group Insurance Plan and the Sobeys Pension Plan in accordance with the terms of each for part-time employees. ***The Company will provide the Union with notification of changes to***

***the Sobeys Group Insurance Plan when it is amended.***

The Employer will continue to pay the full cost of the Alberta Health Care premium for all employees participating in the Sobeys Group Insurance Plan.

The Employer will continue to provide comprehensive information about the Sobeys Group Insurance Plan and the Sobeys Pension Plan to all employees through a combination of booklets, periodic individual statements, and online information. Each January, the Employer will provide the Union with copies of the most recent booklets.

20.2 E.I. Rebates

The parties to this Contract agree that the employee's share of the rebate of Employment Insurance Premium enjoyed as a result of the Employer's one hundred (100%) percent funding of a Short Term Disability Insurance Plan which is part of its Group Insurance package shall continue to be used by the Employer to fund this plan.

20.3 (a) Maternity and Parental Leave

Maternity and parental leave will be granted in accordance with the provisions of the Employment Standards Code. Employees granted such leave shall not suffer any loss or reduction in seniority.

The Human Resource Department will provide upon request, to any employee, a copy of the



maternity and parental leave provisions of the Employment Standards Code.

(b) Birth of a Child

Should an employee request time off in conjunction with the birth or legal adoption of a child, he/she shall be permitted to reschedule up to two (2) weeks of previously booked vacation to coincide with the birth or adoption and to assist in the care of his/her family.

(c) Time Off for Union Business

The Employer agrees to allow time off work without pay for delegates selected to attend seminars, Union conventions, Union business, and to attend negotiations. The Union will give the Employer two (2) weeks' notice. No request will be unreasonably withheld.

Time spent on Union business by employees, where the Employer is reimbursed by the Union, shall be considered as time worked for all purposes under the Collective Agreement.

20.4 Workers' Compensation

Full-time employees qualified for compensation from the Workers' Compensation Board shall, in addition to the amount received from the Workers' Compensation, be paid moneys 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 a maximum of thirteen (13) weeks from the date of the accident.

## 20.5 Jury Duty and Material Witness

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 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 statement of earnings as the courts may supply. This does not apply if the employee is summoned on day(s) he/she would not be normally working.

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 warehouse in one (1) day shall not exceed eight (8) hours for purposes of establishing the basic workday. Any time worked in the warehouse in excess of the combined total of eight (8) hours shall be considered overtime and paid as such, under the Agreement.

## 20.6 Bereavement Leave

In the event of a death in the immediate family, an employee shall, upon request, be granted paid leave of absence for the purposes of attending a funeral or for bereavement.

The length of such absence with pay shall be at the discretion of the Employer for scheduled days of work missed by an employee.

For the purposes of this article, immediate family includes a spouse, parent, child, brother, sister, step-child, step-parent, brother-in-law, sister-in-law, grandparents, legal dependent, or spouse's parents.

In case of current spouse, parent, or child, leave shall be a minimum of three (3) days. Consideration shall be given to more time in special circumstances.

#### 20.7 Compassionate Leave

Requests for unpaid leaves of absence on compassionate grounds shall be presented to the **RSC Director or his/her designate**. Requests of merit shall not be unreasonably withheld. Employees granted compassionate leaves shall not suffer any loss or reduction in seniority.

#### 20.8 Family Responsibility Leave

***Full-time employees who have completed the probationary period and part-time employees who have completed a year of service are entitled to up to three (3) days of unpaid leave during each employment year to meet responsibility related to the care, health or education of a child in the employee's care, or the care or health of any member of the employee's immediate family.***

***An employee wishing to take family responsibility leave must give the Employer as much notice as reasonable and practicable in the circumstances. The Employer may require the employee to provide reasonable verification of the necessity of the leave.***

## 20.9 Leave of Absence

In the event that an employee requires a leave of absence of thirty (30) days or more without pay (for reasons other than compassionate reasons), he or she shall apply in writing to the ***RSC Director or his/her designate***, at least six (6) weeks in advance of the requested leave. The Employer shall respond to the employee in writing within four (4) weeks of the request. The Employer shall approve such leave provided operations are not affected. The Employer is not required to consider untimely requests, or leaves of more than six (6) months, with the exception of leaves for military service, which will be granted on short notice and for periods longer than six (6) months when necessary to fulfill an employee's military obligations.

Employees granted such leaves shall not suffer any loss or reduction in seniority. It is understood that all scheduled vacations shall be granted before requested leaves.

All leaves of absences granted that are in excess of thirty (30) days will be forwarded to the Union office forthwith.

20.10 Return to Work after Illness

After absence due to illness or injury, the employee will be returned to work according to his/her medically certified capabilities. The employee shall give the Employer as much notice of return to work in instances of extended leave due to illness or injury, as possible (minimum of one (1) week).

20.11 Medical Notes

Where there is a cost to the employee for additional medical or other information requested by the Employer or the Insurer of the Employer, the Employer shall reimburse the employee to whom the request was made.

Article 21 - General Provisions

21.1 Supervisors shall not do any of the jobs normally done by Union members, except in cases of emergency circumstances and employee training purposes.

The Fleet Superintendent and Maintenance Supervisor shall be permitted to assist bargaining unit employees with their duties provided that such work does not effect employees' hours. Only in circumstances where employees have made themselves unavailable, the weekend supervisory employees will be permitted to perform bargaining unit work. Note! This does not circumvent any article of the Collective Agreement.

21.2 Total annual Union dues will be shown separately on employees' T-4 slips.

### 21.3 Joint Labour Management Committee

In the interest of industrial harmony and efficiency, there shall be formed a Joint Labour Management Committee. This committee shall be comprised of up to four (4) members of the bargaining unit appointed by the Union and up to four (4) members of Management. The parties may appoint alternates, one of whom may participate in the absence of a regular delegate, to the Joint Labour Management Committee.

The Union Business Agent and/or the Manager of Human Resources/Labour Relations or their respective designates may attend as participating guests. Time spent by employees at Joint Labour Management Committee meetings shall be considered time worked.

At the conclusion of each meeting, the next meeting shall be scheduled within three (3) months; and there will be a minimum of four (4) meetings per year. Additional meetings may be called by mutual agreement if there are matters of a serious concern arising between regular scheduled meetings.

The committee will be chaired by the Director of Retail Support Centre Operations or his/her designate. Minutes of the meeting will be posted and a copy sent to all committee members and to the Union.

This committee shall discuss any matter pertaining to operations, employee welfare, etc., but shall have no power to amend or change the current Collective Agreement in any way whatsoever.

21.4 The Employer and the Union subscribe to the requirements of the Human Rights, Citizenship and Multiculturalism Act.

21.5 No employees shall be asked to make any written or verbal agreements contrary to the terms of the Collective Agreement set herein with the Employer during the life of this Agreement without prior agreement from the Union.

21.6 Harassment

The Employer and the Union agree to abide by the requirements of the Alberta Human Rights legislation that provides that every person has a right to equal treatment respecting employment without discrimination on the basis of any of the prohibited grounds set out in the statute, and the right to freedom from harassment in the workplace on the basis of any of the prohibited grounds.

Harassment may include but is not limited to:

1. Displaying racist, sexually explicit, humiliating, or other offensive pictures or material.
2. Unwelcome derogatory remarks, jokes, innuendoes, or teasing about a person's body, sexual orientation, gender, or race.
3. Leering, suggestive staring, or other gestures of a sexual nature.

4. Physical contact such as touching, patting, or pinching.
5. Unwelcome sexual flirtations, advances, or propositions.

In cases of harassment, the employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the investigation. The Employer will ensure that victims of harassment are able to register complaints in complete confidence without fear or reprisal. Both parties will take very serious accusations that are unsubstantiated.

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.

Where an investigation of allegations of any form of harassment reveal a false charge, all reference to the harassment shall be removed from the personnel files of the employees involved.

Once the Employer has completed its findings, a written report will be prepared outlining the conclusions. Both the employee who presented the complaint and the alleged offender will be advised of the outcome of the investigation and told how the problem was resolved as soon as possible.



21.7 Company Policy

Any written policy that the Employer has and that is applicable to employees will be made available for review to the employee and/or the Union in the presence of Management within a reasonable period of time upon request.

**21.8 *Employees can speak freely with both Management and the Union, regarding food safety issues and are expected to bring any potential food safety issue forward to Management.***

**21.9 *The Employer is committed to a respectful workplace and upholding the principles in Sobey's Code of Conduct (as amended from time to time). The Union acknowledges its responsibility to foster a respectful workplace.***

**21.10 *The Company will list the personal tools of maintenance employees that are kept on Company property on its insurance policy for damages caused by flood, fire or an act of God. The maintenance employees will provide an annual inventory of their tools, which is subject to verification by Management.***

Article 22 - Duration, Termination, and Amendments

22.1 This Agreement shall be in full force and effect at the 22<sup>nd</sup> day of March, **2010**, and continue in full force and effect through the 21<sup>st</sup> day of March, **2013**, and from year to year, thereafter, except as hereinafter provided.

22.2 Either party wishing to amend this Agreement shall give notice in writing of such desire to the other party, not less than sixty (60) days or more than one hundred twenty (120) days prior to the anniversary of this Agreement.

22.3 This Agreement shall remain in full force and effect from year to year until either party is entitled to issue a strike or lockout notice or a new Agreement has been ratified.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **2010.**

For The Employer:

For The Union:

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

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

Company Committee:

Bargaining Committee:

Colin MacDonald  
Deborah Langelier  
Jon Stachyruk  
David McDonald

Shane Bordeleau  
Andre Dupre  
Chris Labrie  
Lawrence Tanfara  
Larry Zima  
Al Olinek

This Agreement was ratified on **June 29<sup>th</sup>, 2010.**

## Letters Of Understanding

### 1. Security Cards

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

Employees shall have their card in their possession at all times if required.

### 2. Sick Leave Credits

Full-time employees shall accumulate sick leave credit at the rate of four (4) hours for each full month of employment up to a maximum of twelve (12) days. Credit shall accumulate only on full-time employment following the completion of a three (3) month, full-time employment eligibility period.

The Employer shall apply any accumulated sick leave for the first three (3) days of absence due to illness and may supplement Short Term Disability benefits (or similar benefits) with unused sick leave credits in an amount equal to but not to exceed the employee's normal earnings.

Employees found abusing the privilege shall be disciplined by the Employer.

3. The Employer shall not assign work normally performed by members of the UFCW bargaining unit to **Sobeys Edmonton RSC** employees who are outside the bargaining unit (*i.e. Management or Edmonton RSC employees represented by another trade union*).

4. Transferred Employees

The parties agree that in keeping with the provisions of Article 12.6 of the 1999 – 2004 Collective Agreement, any employee, who transferred from Grande Prairie to the Edmonton Retail Support Centre following the closure of Grande Prairie in November, 2003, will continue to use his or her Grande Prairie seniority date for the purpose of determining his or her vacation entitlement, but will use his or her Edmonton seniority date for all other purposes, including job bidding, vacation selection, and layoff.

5. ELS Committee

The Employer and the Union agree to restructure the ELS Committee in the following way:

Composition

The ELS Committee will be composed of two (2) members of Management appointed by the Employer and six (6) bargaining unit employees appointed by the Union, two (2) from each of Grocery and Produce on the afternoon shift and one (1) from each of Grocery and Produce on the day shift. The Sobeys Industrial Engineer with primary responsibility for the Edmonton RSC will be assigned as a resource to the committee.

## Training

The Employer will ensure that new members of the ELS Committee receive an up-to-date overview of the ELS system by a member of the Sobeys Industrial Engineering team.

## Mandate

The mandate of the committee will include the following roles and responsibilities:

- develop a process to receive and review any changes made to the ELS system
- develop a process to ensure employees are trained in preferred methods
- review individual situations where employees appear unable to meet the production standards
- investigate and respond to any questions or concerns that are raised about ELS
- review accident reports, lost time incidents, WCB claims referred to it by the Occupational Health and Safety Committee as appearing to be ELS-related
- recommend ergonomic review of work practices as necessary
- develop a process for submitting delay requests

## Meetings

The committee will hold regular quarterly meetings and can also schedule additional meetings with the Sobeys Industrial Engineers when they are on site.

The committee will keep minutes of every meeting and post them for review by all employees.

## General

Time spent by the employee members of the ELS Committee at committee meetings and on committee-related work that has prior Management approval will be considered time worked.

The employee members of the ELS Committee will not be required to testify in arbitrations involving ELS related discipline of other bargaining unit employees. However, minutes of ELS Committee meetings and any reports or other documents prepared by or for the ELS Committee are not subject to this protection.

### 6. Employees with Midweek Days Off

When employees whose shift schedules provide for midweek day off (for example, Thursday to Monday shifts) book vacations where five (5) consecutive vacation days straddle two (2) work weeks, the week in which three (3) or more of the vacation days (for example, Thursday, Friday, and Saturday) occur will be treated as blocked, but the week in which fewer than three (3) vacation days (for example, Sunday and Monday) occur will not. Instead, those fewer than three (3) vacation days will be treated as single days; and they can be booked in the first or second round of picking rather than having to wait until the third round. However, even though the week will not be treated as blocked, the Employer may exercise its right to limit the number of employees off on vacation on any particular day.

### 7. Lump-sum payments of fifty (\$0.50) cents per hour on actual hours worked will be paid every six (6) months for the term of the Collective Bargaining Agreement or until the employee is no longer over scale by virtue of time or job posting. Once

the employee is no longer over scale, he/she will be paid in accordance with his/her respective wage scale and receive wage increases as per Article 6.1.

**8. The Employer confirms that it does not use security cameras for the purpose of general monitoring of employee's work performance. However, the Employer reserves its rights to use security cameras in the course of investigating disciplinary offences and in connections with any arbitration or other proceedings.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **2010.**

For The Employer:

For The Union:

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

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This Agreement was ratified on **June 29<sup>th</sup>, 2010.**