

MEMORANDUM OF AGREEMENT

BETWEEN

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

AND

**CANADA SAFEWAY LIMITED
Meat & Deli**

The attached is a summary of all amendments to the existing Collective Agreement that were negotiated on your behalf. The Bargaining Committee is unanimously recommending acceptance of this Memorandum.

Voting Dates:

March 2, 2015 to March 11, 2015

Date of Ratification if Accepted

March 12, 2015

List of Committee Members

Denyse Anderson, Tom Cantley, Richard Carrier, Jaquie Champagne, Blain Desrochers, Deborah Draper, Petra Garbe, Dorothy Gonci, Cindy Lou Hamabata, Judy Hinzman, Annie Klein, Carol Amelia Kupchik, Mei Ling Lam, Lisa Lemke, Melvin McLellan, Barbra Miller, Stacey, Porter, Garry Pucci, Barbara Roy, Troy Smidtas, Elizabeth Visser, Sydonne Wright, Janet Zachary, Doug O'Halloran, Theresa McLaren, Joe Attwood, Al Olinek

Memorandum of Agreement

Preamble

Amend cover, preamble and name where written to read:

SOBEYS WEST INC.

Article 3 – Deduction of Union Dues

Article 3 .1

Entire Agreements

Update language throughout both agreements referencing “four (4) week” or “monthly” accounting periods to “four (4) or five(5) week accounting periods”.

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 the Union. The Union agrees that should they propose a dues structure that cannot be administered by the Employer, the parties will meet to discuss a resolve. The Employer further agrees, automatically, to deduct Union dues and initiation fees from the wages of all new employees. Monies 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 a written statement of the names of the employees 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) or five (5) week basis **accounting period**.

The above dues and initiation fees shall be submitted electronically in a manner acceptable to both parties.

Article 5 – Wages and Premiums

Article 5.5 Last paragraph

Amend to read as follows:

Employees who **were appointed to these classifications after June 10, 2011** and are demoted or ~~who~~ voluntarily step down from ~~these classifications~~ will be placed in the store and classification that they were promoted from at the rate corresponding to their career hours. **In the case of First Assistant Managers, Second Assistant Managers and Management Trainees, the above will apply to those who were appointed to these classifications after February 26, 2008.**

In the event that an employee was hired into one of these classifications, they will be placed in a store and classification at the discretion of the Employer at a rate corresponding to their career hours on the applicable scale.

Article 4 - Basic Work Week, Overtime

Article 4.2 (c)

Amend to read as follows:

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, the Management shall have the right to assign such work **in reverse order of seniority** to such junior employees who have the necessary ability and qualifications and who are at work at the time.

Article 4 - Basic Work Week, Overtime

Article 4.7

Time Recording

Amend to read as follows:

The Employer shall provide a time recording device 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 or and attendance reports~~ **records** for employees on the Time and Attendance system will be made available for inspection by the Union for purpose of checking the proper recording and payment of time worked. Upon four (4) weeks' notice to the Union and the employees, the Employer may introduce a new method of time recording. ~~If identity badges are required for the new system, up to two (2) badges will be supplied by the Employer at no charge to the employees.~~

~~The employees will record their time in ballpoint pen.~~ 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 (1) 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. Management personnel who, intentionally violate this provision, will be disciplined in a similar manner at Management's discretion. ~~to that set out above by the Employer.~~

Suspension shall be implemented within one (1) month of notification by the Union to do so unless a longer period is mutually agreed upon by the Union and the Employer, or in the event that the requested suspension become subject to the grievance procedure. Any dispute arising as a result of the above provisions shall be subject to the Grievance and Arbitration Articles of the Agreement.

~~An employee who is working on Saturday will have the opportunity to complete his/her time card at the end of the shift.~~

~~“Only the Store Manager or their designate shall approve **time and attendance records time cards**”.~~

In a grievance involving time worked, the Union can request a copy of the time **and attendance records** card(s) involved or of the ~~Daily Attendance Report~~ for employees ~~on the Time and Attendance system~~. Any time **and attendance records** card(s)/reports requested shall be made available as soon as conveniently possible.

- (a) No member of the bargaining unit shall, outside paid working hours, instruct other members of the bargaining unit on matters pertaining to their work. All such time worked shall be paid in accordance with Article 4.1 (c) and Article 4.2.
- (b) No employee shall be permitted to take invoices or any other records away from the premises. Any employee who violates this sub-section shall be disciplined by use of the same penalties set out in Article 4.7 respecting the recording of all time worked.

New Letter of Intent outside of the Collective Agreement to read as follows:

“The Company agrees that the language contained in Article 4.6 (4.7 in Meats and Deli) of the Collective Agreement expiring March 22, 2014 shall remain in effect until such a time as the Company implements its new time recording system.”

Article 4 - Basic Work Week, Overtime

Article 4.8

Amend to read as follows:

Each new employee will have a probationary period of ~~one hundred sixty (160)~~ **two hundred (200)** hours worked. Termination of any employee during the probationary period described above or any extended period mutually agreed upon under Article 5.8, shall not be subject to challenge by the Union or the employee under the terms of this Collective Agreement. The grievance procedure will not be applicable in such terminations.

Article 5 - Wages

Article 5.1 Wages

Amend to read as follows:

Basic hourly rates of pay and job classifications in Appendix "A" attached hereto and made part of the Agreement, shall remain in effect for the term of this Agreement.

Effective no earlier than January 1 2015, there shall be a regular **bi-weekly** pay day and further the employee shall be given a **bi-weekly** statement showing pay period covered, gross earnings, and all deductions.

Any employee now receiving a wage rate above the minimum wages set forth in Appendix "A" shall not be reduced by the Employer, by reason of the signing of this Agreement.

Article 5 – Wages/Premiums

Article 5.7 – Float Staff

Amend 3rd paragraph to read as follows:

Effective SFR, ~~Top rate~~ Meat Cutters and Meat Clerks will be paid a premium of ~~seventy five (\$0.75) cents~~ **one dollar (\$1.00)** per hour for each full hour worked on the float pool.

Article 6 - Vacations

Amend to read as follows:

- 6.1 Full-time employees shall accumulate vacation entitlement and vacation pay and part-time employees will have the opportunity to schedule time off without pay and accumulate vacation pay as follows:

<u>Length of Service</u>	<u>Vacation Entitlement</u>	<u>% of Gross Earnings</u>
1 year or more	2 weeks of vacation	4%
3 years or more	3 weeks of vacation	6%
8 years or more	4 weeks of vacation	8%
13 years or more	5 weeks of vacation	10%
18 years or more	6 weeks of vacation	12%
23 years or more	7 weeks of vacation	14%

For full-time employees, "length of service" shall mean the employees' length of service as a full-time employee plus any vacation entitlements as per Article 6.8. For part-time employees, "length of service" shall mean the employees' length of continuous service with the Employer.

For all employees, "% of Gross Earnings" shall mean a percentage of all monies received directly from the Employer (wages, overtime, bonuses, premiums, vacation pay, sick leave credit payments and other items of a similar nature).

- 6.2 Vacation will be taken in periods of not less than one (1) week's duration.

- 6.3 Full-time employees shall receive their vacation pay at the rate of two (2%) percent of the employee's total gross earnings for the previous calendar year or forty (40) hours at the employee's regular hourly rate if greater. All time lost (up to thirty-one (31) consecutive days) because of sickness, occupational or non-occupational accident, all time absent on full-time vacation, paid General Holidays and all time spent at meat cutter apprenticeship schools (assuming the employee returns to the Employer following the completion of his/her course) shall be considered as time worked for vacation purposes.

All employees, whose absence due to occupational or non-occupational accident, sickness or unpaid leave of absence, extends beyond thirty-one (31) consecutive days and results in less than forty (40) hours per week, he/she shall have his/her vacation pay pro-rated in the subsequent vacation year and the above table will not apply.

The Union will be provided with a list of all employees who have their vacation pay pro-rated and affected employees will be notified by mail using their last known address.

- 6.4 Part-time employees shall have their vacation pay for the previous January 1st to December 31st provided by February 28th.

Part-time employees with less than one (1) years service shall receive vacation pay at a rate of four (4%) percent of gross earnings.

- 6.5 The time period from **May 15th to September 15th** ~~April 1st to September 30th~~ of each year shall be considered the prime vacation period. **For Meat Cutters and Meat Clerks in the city of Calgary as outlined in Article 6.6, the time period from April 1st to September 30th of each year shall be considered the prime vacation period.** Full-time employees with three (3) or more weeks of vacation entitlement may schedule a **maximum of two (2) weeks** of their vacation (consecutively where operationally feasible) during the prime time period. Full-time employees with five (5) or more weeks of vacation entitlement may schedule a **maximum of three (3) weeks** (consecutively where operationally feasible) during prime time. **These maximums may be exceeded at the Company's discretion. Should this occur it must be done in order of seniority within the scheduling group. No request will be unreasonably denied.**

- 6.6 In the city of Calgary vacation selection for Meat Cutters and Meat Clerks shall be as follows:

All Meat Cutters and Meat Clerks shall be divided into three (3) groups designated as Red, White and Blue. Employees will select their weeks of vacation in order of their seniority within their colour group. All employees in one colour group will select their weeks of vacation allowed during prime time prior to the next group selecting their prime time vacations. To reduce the number of weeks necessary to complete the selection of vacation dates, the selection of non-prime time weeks will take place, by colour group, in reverse order to the selection of prime-time weeks. The selection process will not begin prior to August of the previous year.

The Company shall provide to the Union the number of employees allowed off each week, **and** identify ~~blacked out weeks~~, and any ~~other~~ weeks which have restrictions applied to them.

The order of selections will be as follows:

	2015		2016		2017	
	(Apr-Sept)	(Oct-Mar)	(Apr-Sept)	(Oct-Mar)	(Apr-Sept)	(Oct-Mar)
Red	1	3	3	1	2	2
White	2	2	1	3	3	1
Blue	3	1	2	2	1	3

Should the number of employees in each group become unbalanced, the Company and the Union will meet to agree on a method of balancing the numbers. Should there be problems with the above system, the Company and the Union will meet no later than thirty (30) days after the request of either party to resolve the issues. Scheduling lists (Red, White, and Blue) and completed vacation schedules shall be supplied to the Union upon request.

6.7 All departments, other than meat departments in Calgary are to schedule vacations as follows:

- (a) ~~Company~~ **Seniority as defined in Article 11** shall apply, provided it is operationally feasible, in preference for vacations within the store and scheduling group. Full-time employees are considered senior to part-time employees. Part-time vacation schedules will be completed following the selection by full-time employees by seniority.
- (b) Vacation planners shall be posted by December 1st of the preceding year for both full-time and part-time employees. Employees shall be listed on the planner in accordance with their seniority. Full-time employees shall submit their vacation preferences for Management approval prior to January 31st. **Employees who wish to take weeks of vacation prior to March 1st must advise the employer of these selections by no later than December 31st.** The Employer will make the final determination of assigned dates based on existing conditions, and post a completed vacation planner for full-time employees by February 28th.

Full-time employees who have not made their vacation selection by January 31st shall lose their opportunity to schedule any remaining unscheduled vacation subject to their seniority unless employees are absent because of approved leaves of absence, extended disability leaves or other bona fide absences. All reasonable accommodations will be made for the selection of vacation by said absent employees upon their return to work.

Part-time employees shall submit their vacation preferences for Management approval prior to March 15th. The Employer will make the final determination of assigned dates based on existing conditions, and post a completed vacation planner for part-time employees by April 1st.

- (c) Part-time employees with thirteen (13) or more years of continuous employment with the Employer will have the opportunity to schedule three (3) weeks of time off during prime time, **if weeks are available.**
- (d) Any weeks that may become available in any of the departments shall follow the above selection process.

- (e) All other full-time unscheduled vacation will be scheduled at the Employer's discretion after a discussion with the employee and no less than four (4) weeks notice.
- (f) When a Statutory Holiday occurs during an employee's vacation, the employee will be entitled to an extra day's vacation.

6.8 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 Company as a part-time employee and provided the employee's service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours of a regular full-time employee to establish the appropriate yearly credit for future vacation entitlement as provided above.

6.9 Upon termination of employment, employees shall receive any earned vacation pay during the period of employment for which vacation allowance has not been paid at the appropriate rate described in the table above. Employees with less than one (1) year of service will receive four (4%) percent of their gross earnings for any unpaid portion of vacation pay.

Article 7 – Leaves of Absence

Article 7.5

Add the following language;

Working while on Parental/Adoption Leave

The Company and the Union agree that any employee on Parental/Adoption leave will have the opportunity to work to a maximum of twenty-five (25%) percent of their Employment Insurance Benefit level, if they so desire.

Employees electing to work part-time hours must fill out a part-time availability form. These employees will be placed on the part-time schedule using their current employment date and will be scheduled as per the part-time scheduling rules.

It is understood that the employee is responsible for the maintenance of benefits as per Article 7.4 (Retail) & (Article 7.5 in Meat & Deli).

Should problems arise, the Company and the Union will meet to resolve the issues, this may include not allowing this practice to continue forward.

Article 8 – Health and Welfare: Part-Time Employees

Article 8.5 (6)

Add the following language as a final paragraph in both articles except in Retail, prior to the word “Student”:

Statutory Holiday pay shall be included in the calculation of the part-time Benefit Qualifier and maintenance of same.

Article 8 – Health and Welfare and Sick Leave

Article 8.15

Amend to read as follows:

Article 8.15 – Retail Dental Plan

- (a) The Employer agrees to participate in and contribute to the Alberta Retail Meat Industry Dental Plan.
- (b) Effective the first of the Employer’s four (4) **or five (5)** week accounting period following ~~March 19th, 2000~~ **SFR**, the Employer will contribute to the dental plan ~~thirty-nine (\$0.39)~~ **forty-three (\$0.43)** cents per hour to a maximum of ~~fifteen dollars sixty cents (\$15.60)~~ **seventeen dollars twenty cents (\$17.20)** per week for all hours paid by the Employer to members of the bargaining unit (hours paid shall include hours worked, vacation, General Holidays, sick days (not including Weekly Indemnity), jury duty, bereavement leave, etc.) up to a maximum of forty (40) hours per week.
- (c) The Employer and the Union agree to the original method of selection of Employer and Union trustees to administer the plan. It is agreed that the terms of the plan and its administration will be entirely the responsibility of these original trustees or their valid replacements, provided that the plan is administered consistently with this Collective Agreement subject to any applicable government law or regulation and with the intention of meeting all of the requirements for continued registration under the Income Tax Act of Canada. Subject to the foregoing, the Employer and the Union agree to be bound by the actions taken by the Employer and the Union trustees under the plan.

The hourly contribution rate which is paid by the Employer to fund the dental plan will not be paid on part-time vacation pay.

Article 8 – Health & Welfare Plan

Article 8.10

Amend to read as follows:

Employee Rehabilitation

- (1)** When an employee is unable to perform their regular job due to occupational or non-occupational accident or illness, the Employer and the Union agree to work together to find suitable alternate rehabilitative work for the employee within the bargaining unit.

 - (2)** Further to the above, ~~Article 8.10~~ the parties agree to the following steps:
 - (a)** Hold Joint Labour Management meetings as required to discuss the administration of modified work.

 - (b)** When there is a meeting with the WCB Case Manager, Safeway's Claims Specialist and the employee, the Union will be contacted and with the employee's approval be invited to attend the meeting.

 - (c)** The Company agrees to a process of sending an email to the Store Manager, to be forwarded by the Store Manager to the employee and the employee's immediate supervisor. The Union will be copied on the emails. The emails will outline the following:
 - (i)** Employee's name, department and store number.
 - (ii)** The estimated time period for the modified work.
 - (iii)** The restrictions (physical and time).

 - (3)** The Employer will give the Union ninety (90) days notice of its intention to terminate an employee for absence due to illness or injury. A copy of the notice will be mailed to the employee's last known address.
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Article 10 – Severance/Demotion to Lower Rate of Pay

Article 10.1 (last paragraph)

Amend to read as follows:

Employees who qualify shall not be entitled to the following benefits contained in **Article 10.3** ~~the following sections~~ pertaining to normal termination.

Article 11 – Seniority

Article 11.5

Amend to read as follows:

A part-time employee with over two (2) years seniority whose hours of work are reduced to zero for more than four (4) consecutive weeks' shall be able to exercise their seniority over the most junior employee in the bargaining unit in their own classification provided they have the necessary qualifications and ability to perform the required work.

A part-time employee (unless on an approved leave of absence) who has not worked any hours for six (6) consecutive months shall be deemed to have resigned from the Employer on that date.

Article 12 – Scheduling

Article 12.4 (Add as a new second last paragraph) - Restrictions and Availability Forms

A restricted employee must be available anytime on Sundays ~~as per~~ **subject to** Article 12.8. **A restricted employee hired after the date of ratification must be available anytime on Sundays and one other shift during the week.**

Article 12 – Scheduling

Article 12.3 (f)

Amend to read as follows:

A provision shall be made for a fair rotation of employees (including Department Managers) when stores are open for night shopping. For the purpose of this article, an evening shift is deemed to be a shift that ends **after 6:30 p.m. The intent of this language is to ensure employees are scheduled evening/closing shifts on a fair rotation basis provided it is practical for store operation.**

Where there are issues regarding fair rotation (**including the scheduling of Department Managers**), the Company and Union agree to meet to discuss a solution.

Article 14 – Union Security

Article 14.6: Bulletin Boards

Amend to read as follows:

Lockable bulletin boards, containing Union business only, will be supplied by the Union and will be placed in an area of the store as mutually agreed upon. Bulletins may only be posted by a person so authorized by the Union. Bulletins that pertain to matters other than meeting notices, dental plan information and pension plan information shall only be posted by mutual agreement between the Union and the Employer. **The Union will be responsible for all maintenance and repair of the bulletin board.**

Article 18 – Miscellaneous

Article 18.5 (b) – Wearing Apparel

Amend to read as follows:

The Employer will provide uniform shirts at the time of hire on the following basis:

- (i) Two (2) shirts to full-time **and part-time** employees.
- ~~(ii) One (1) shirt to part-time employees.~~

In addition, the Employer will provide one (1) replacement shirt after a year of employment and each subsequent year upon request by the employee.

Employees are required to maintain their shirt(s) in a clean and presentable condition. Any additional shirts required by the employee can be purchased from the Employer.

New employees who terminate their employment or are terminated by the Employer prior to the completion of the probationary period, may have the cost of the shirt(s) deducted from their final pay cheque unless they return the shirt(s) to the Employer.

Article 11 – Seniority

Article 11.12(a)

Amend to read as follows:

When an employee is transferred to another store during their work shift, they shall be paid for all time spent enroute from one store to the other and will be paid the bus fare. In cases where an employee uses their own vehicle the following shall apply:

The employee is transferred to another store during their work shift they shall be paid the mileage rate that conforms to Company policy which presently amounts to ~~thirty-six (\$0.36)~~ **forty-five (45¢)** cents per kilometer. It is also understood that this amount may be changed from time to time according to Company policy.

Article 11 - Seniority

Article 11.12(b)

Add a new third paragraph as follows:

The employee may question their contemplated or proposed transfer. Said employee shall first discuss the matter with their Store Manager or District Manager. If no solution to the issues connected with the proposed transfer can be found, then a meeting (between the affected employee, the Store Manager, or District Manager, the Human Resources Advisor, and a full-time Representative of the Union) will be arranged prior to the transfer to resolve the matter.

Article 11 – Seniority

Article 11.12 (c) - Inter-Department Transfers

Amend to read as follows:

In staffing new departments, the Employer shall first look to present employees before hiring new staff. Those employees who wish to be considered for new departments or who wish to transfer into another department shall inform the Human Resources Manager, in writing, with a copy to the Union. Employees who have applied to work in another department shall be listed and considered in order of their seniority with the Company.

When an employee transfers from one department to another they will be given a trial period of **two hundred (200)** ~~one hundred sixty (160)~~ hours to demonstrate that they can perform the normal functions of the job in a competent manner. If the employee does not meet the requirements of the job, the employee will revert to his/her former position.

Article 12 – Scheduling

Article 12.4 (3rd last paragraph)

Amend to read as follows:

An unrestricted part-time employee must be available to work any shift scheduled in their department on the days required to work, as defined in Article 12.1. An unrestricted part-time employee, who is attending an accredited school of learning and is considered a full-time student, as defined by that school shall be available to work any shift scheduled in their department while the store is open to the public, with the exception of their classroom hours **on the days required to work as defined in Article 12.1.**

Article 12 – Scheduling

Article 12.7 (first Paragraph)

Maximum and Minimum Weekly Hours

Unrestricted part-time employees hired ~~after March 17th, 1993~~ will be scheduled up to twenty-eight (28) hours a week. The Employer may exceed twenty-eight (28) hours a week provided junior employees in the same classification in the department who perform the same job and are available to perform the work have been given the opportunity to work up to twenty-eight (28) hours.

Article 12 – Scheduling

Article 12.9

Amend to read as follows:

Call-Ins

In the event of a short notice absence of an employee or in the event an occasion arises where work beyond that which is scheduled is necessary and additional hours must be worked, the Employer will call-in part-time employees in the same classification in the department who perform the same job in accordance with the following:

- (a) In the event that an occasion arises where work beyond that which is scheduled is necessary, a base employee shall be entitled to work an additional shift if their current weekly schedule of hours allows them to do so without exceeding the basic work week as defined in Article 4 of this Collective Agreement.
- (b) **Unrestricted** part-time employees ~~hired after March 17th, 1993~~ will normally be scheduled up to a maximum of twenty- eight (28) hours per week.

Notwithstanding the foregoing, part-time employees ~~hired after March 17th, 1993~~ will be allowed to work a weekly schedule which exceeds twenty-eight (28) hours when they answer call-ins due to the absence of other staff.

Part-time employees ~~hired after March 17th, 1993~~ in the same classification and department who perform the same job will be entitled to be called-in for extra shifts in order of seniority, provided that once a senior employee's scheduled weekly hours and call-in shifts worked exceed twenty-eight (28) hours for that week, then junior employees shall be entitled to call-in shifts on the foregoing basis.

In addition, part-time employees ~~hired after March 17th, 1993~~ will be allowed to work a weekly schedule which exceeds twenty-eight (28) hours during ~~seasonally~~ busy periods, during a week in which a Statutory Holiday occurs, and at times when other employees in the department are absent due to illness, accident, vacation or other approved leaves of absence. Part-time employees hired after March 17th, 1993 will not, however, be allowed to work a weekly schedule which exceeds twenty-eight (28) hours, until all unrestricted base hour employees have been offered the extra hours up to the point of being scheduled overtime.

Further, the Employer may transfer an employee between scheduling groups to provide relief and additional help after all base hour and part-time employees hired after March 17th, 1993 within that scheduling group have been given the opportunity to work the available shifts up to the point of being scheduled overtime.

- (c) An employee who does not want to receive call-in shifts can indicate this on their Availability Form. Such indication will waive their rights to receive call-ins under this Article.
- (d) Subject to (a), (b) and (c) above, employees will be called in order of seniority.
- (e) All employees who are called-in shall have their additional hours posted on the schedule in red ink as call-in hours.
- (f) All employees called in and who report for work, if required to work less than four (4) hours, shall receive four (4) hours pay at their regular hourly rate.

Article 13 – Union’s Recognition of Management Rights

Article 13.1 (1st Paragraph)

Amend to read as follows:

The Union agrees that the Management of the Company including the right to plan and direct and control store operations, the direction of the working force, the discharge **or discipline** of employees for proper cause, the right to hire employees, are the sole rights and functions of the Employer. Those matters requiring judgment as to competency of employees are also agreed to be the sole right and function of Management, subject, however, to discharge of employees on grounds of alleged incompetence being processed under Articles 16 and 17 of this Collective Agreement.

Article 14 – Union Security

Article 14.2 - New Employee Orientation

Amend to read as follows:

Shop Stewards **and/or Union Representatives** will be allowed to introduce themselves to new employees on shift after receiving permission from the Store Manager, or their designate, of which permission will not be unreasonably withheld. Such time will not exceed ~~five (5)~~ **thirty (30)** minutes and shall not unduly interfere with the employee’s regular duties. **The meeting shall take place in the conference/community/lunch room of the store at which the employees are employed. Employer Officials, Managers, and anyone excluded from the bargaining unit shall not be present at this meeting.**

Upon request to the Store Manager, or their designate, a Shop Steward shall receive a list of all new employees in all departments covered by the Collective Agreement.

Article 15 – Discipline

Article 15.4

Amend to read as follows:

“No ~~reprimands~~ **discipline notices** to remain on an employee’s file after twenty-four (24) months and are not to be used in disciplinary proceedings.”

Article 17 - ~~Board of Arbitration~~

Article 17

Amend to read as follows:

~~Board of~~ Arbitration

All grievances that cannot be settled by the Representative of the Employer and the Union in accordance with Article 16 may be submitted to either ~~an Arbitration Board or~~ single Arbitrator as set out below.

~~An Arbitration Board shall be composed of:~~

- ~~• One (1) Employer Representative;~~
- ~~• One (1) Union Representative;~~
- ~~• One (1) person appointed by the Director of Mediation Services 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 Director of Mediation Services 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.

No person shall serve on a ~~Board of Arbitration or as~~ an single arbitrator if he/she who is involved or directly interested in the grievance.

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 – Duration and Renewal

Article 19

Amend to read as follows

Expiration and Renewal

This Agreement shall be effective from **March 23rd, 2014** and shall remain in force until **March 18th, 2017** 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) to 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:

- (1) The Union serves notice of strike in accordance with the Alberta Labour Relations Code.
- (2) The Employer serves notice of lockout in accordance with the Alberta Labour Relations Code.
- (3) Strikes and Lockouts

There shall be no strikes or lockouts during the term of this Agreement, as per Sections 69 and 70 of the Alberta Labour Relations Code.

Signed this _____ day of _____, (*Insert Year*).

For the Employer:

For the Union:

Company Committee:

Bargaining Committee:

This Agreement was ratified on (**Insert Date**).



Appendix “A” – Wage Rates for all Employees

Delete old - Retroactive Pay, Wage Increases and Off Scale language and replace with new language at end of this memorandum:



All Letters of Understanding

Letter of Understanding #1

Severance Resulting from the Introduction of Counter Ready Meats (For Pre-Ratification - DOR Employees Only)

Renew and amend to current Date of Ratification

Letter of Understanding #2

Moratorium on Counter Ready Meat

Renew this Letter of Understanding.

Letter of Understanding #3

Full-Time/Part-Time Ratios

Renew this Letter of Understanding.

Letter of Understanding #4

Deli Managers Bonus

Renew this Letter of Understanding.

Letter of Understanding #5

Meat Department Managers' Compensation Plan

Renew this Letter of Understanding.

Letter of Understanding #6

Relief in Service Departments

Renew this Letter of Understanding.

Letter of Understanding #7

Joint Training

Renew this Letter of Understanding.

Letter of Understanding #8

Meat Cutter Apprenticeship Program

Renew this Letter of Understanding.

Letter of Understanding #9

Customer Service

Renew this Letter of Understanding.

Letter of Understanding #10

Modified Work

Amended and moved into the body of the Collective Agreement as Article 8.10

Letter of Understanding #11

Health and Welfare Trust

Amend and move into the body of the Collective Agreement as a new Article 8.16.

The Employer agrees to have a Health and Welfare Trust Fund for all part-time employees who do not qualify for the existing Employer Group Insurance benefits. The Employer shall make contributions to the fund as follows:

\$0.15 per hour, effective March 15th, 2009

\$0.25 per hour, effective SFR

For all part-time hours worked and paid in the bargaining unit for the same hours that are paid for each hour that the Employer pays dental contributions as per Article 8.10 (Article 8.15 in Meats). The Employer shall appoint two (2) trustees and the Union shall appoint two (2) trustees. A Plan Text shall also be established by the trustees within a further sixty (60) days unless a longer period is mutually agreed by the trustees. The trustees may hire consultants that may be deemed appropriate for the finalization of these documents, and/or administration of the fund. The purpose of the Trust Fund shall be to establish the health and welfare benefits for part-time employees who do not qualify for the existing Employer Group Insurance benefits as decided by the trustees. The trustees shall have the authority to decide which benefits shall be implemented, consistent with the financial ability of the Trust Fund to provide for those benefits.

Effective SFR, the temporary diversion of contributions from the Part Time Health and Welfare Trust Fund to the UFCW Local 401 Dental Plan shall cease.

Letter of Understanding #12

Working While on Parental/Adoption Leave

Amended and Moved into the body of the Collective Agreement into Article 7

Letter of Understanding #13

C.C.W.I.P.P. Stabilization Fund

RE: CCWIPP Stabilization Fund – Alberta Retail Stores

Renew this Letter of Understanding.

Letter of Understanding #14

Vacation

Renew this Letter of Understanding.

Letter of Understanding #15

Deli Training Stores

Renew this Letter of Understanding.

Letter of Understanding #16

Banff/Canmore Additional Compensation

Effective June 12th, 2014 **SFR**, all employees in Canmore and Banff will receive an additional ~~fifty (\$0.50)~~ **seventy-five (\$0.75)** cents per hour above the rate in Appendix "A".

Letter of Intent #1

Amend this Letter to reflect a Letter of Understanding and Renew; (Blacking out of Vacation Planners)

Renew this Letter of Understanding.

Add as a New Letter of Understanding:

Additional Training

Where the Union raises an issue within a store where an employee is being refused additional training that is required for their position and it is having an impact on their ability to receive a fair rotation of scheduled shifts, the Company agrees to meet with the Union to discuss the issue.

Add as a New Letter of Understanding:

Anti-fatigue Mats

Where the Union raises an issue within a store regarding the supply of anti-fatigue mats, the Company agrees to meet with the Union to discuss and resolve the issue.

Add as a New Letter of Understanding:

This letter will confirm the Company's agreement that the "Head Sushi Chef" will be treated the same as the "Chinese Kitchen Manager" for the purposes of Article 5.5 of the Collective Agreement. The "Head Sushi Chef" will be paid the same rate as the "Chinese Kitchen Manager" as set out in Appendix A.

For purposes of relief, effective the date of this letter, the Company will designate an employee to relieve for the "Head Sushi Chef" for a relief opportunities of a full week or more and they shall be paid the "Chinese Kitchen Manager" wage as outlined above, for all time so employed.

Add as a New Letter of Understanding:

Union Representation for Suspended Employees

The parties agree to the following items with respect to union representation for meetings with employees who have been suspended pending further investigation:

1. Should an employee be suspended from the workplace and called back for an interview, the Union will be notified of the time and date of the interview.
 2. If a representative of the Union is not able to attend, the Union Steward shall be present for the interview.
 3. It is understood that if a suspended employee is called back for a meeting in which he/she will not be interviewed further and only issued a discipline/termination notice, Article 15.1 shall apply.
-

Add as a New Letter of Understanding:

“The Company agrees to meet with the Union upon request to address issues pertaining to employee access to “Direct 2 HR” or its replacements.”

Add as a New Letter of Understanding:

Vacation Payment

Create a new Letter of Understanding with the following language:

- 1. Although Article 6.1 of the Collective Agreement contemplates that full-time employees receive a paid vacation after they have completed a full year of service, the Company permits full-time employees to take paid vacation during their first year of service. As a result of this practice, some full-time employees who take annual vacation prior to their vacation anniversary date have a negative balance in their vacation account. In order to eliminate that negative balance, an employee must work until their anniversary date.**
- 2. When an employee quits or is terminated and has a negative balance in their vacation account, the employee does not have the ability to earn any additional weeks of paid vacation after their termination which may leave a negative balance in their vacation account which leads to a “vacation pay overpayment.”**
- 3. If at the time the employee quits or is terminated, the Company believes a vacation pay overpayment has occurred it shall be entitled to deduct the overpayment from the employee's final paycheque.**
- 4. When the Company deducts a vacation pay overpayment from an employee's final paycheque, it will send the employee a letter, with a copy to the Union, explaining the overpayment and providing supporting documentation.**
- 5. Any legal or equitable claim for wrongful set off is subject to the grievance and arbitration process.**
- 6. If a full time employee is being reduced to part time, the Company agrees that at the time the full time employee is identified as potentially being reduced to part time, the Company will provide them with a statement including their vacation anniversary date and their current vacation account balance and explain to them that any future vacation that has already been booked may or will cause an overpayment situation and the employee at their option shall have the opportunity to proceed with their vacation or cancel the vacation and work for that period. If the employee decides to proceed with their vacation, the Company will be entitled to deduct the**

resulting vacation pay overpayment from the employee's future part-time vacation earnings.

7. In an effort to ensure that full time employees understand the vacation pay entitlements in relation to taking vacation, the Company agrees, within thirty (30) days of ratification, to provide all current full time employees with a statement confirming their vacation anniversary date and the current status of their vacation account along with a copy of this letter of understanding. The Company also agrees that each time an employee is hired to full time, promoted to full time or is reinstated to full time, it will provide that employee with a status change letter which sets out their vacation anniversary date and advises them that if they take vacation before this date, and then terminate their employment, they will be in an overpayment situation.

Add as a New Letter of Understanding:

Demotion

The Employer will provide reasonable coaching and counseling on job expectations and requirements for an employee appointed to a position listed in 4.1(d), prior to that employee being demoted for poor performance. The Employer will advise the employee that they can, if requested, have a Shop Steward or Union Representative present for the above mentioned coaching or counseling.

Add as a New Letter of Understanding:

(Effective on January 1, 2015)

Single Days of Vacation Protocol

On a trial basis for the term of the Collective Agreement and beginning with the 2015 vacation year, full-time employees with five (5) weeks of vacation eligibility will be able to use single days of vacation, in accordance with the following conditions:

1. Employees may use a maximum of one (1) week of their entitlement in single day increments.
2. Notwithstanding anything to the contrary in the Collective Agreement, employees who wish to use single days of vacation must advise their Store Manager no later than January 31st of each year. These employees will not

schedule one (1) week of their vacation entitlement in order to use these days for single day vacations.

3. All requests for single days of vacation must be provided to the Store Manager at least twenty-one (21) days in advance and will be approved at the Company's sole discretion. This notice period can be waived by the Company, at its discretion. Requests will be considered on a "first come, first served" basis. No single day or days of vacation will be approved to be taken during the months of June, July or August.
 4. All single days of vacation must be scheduled or taken by October 1st of each year. Any single days of vacation that are not scheduled by October 1st of each year, will be scheduled by the Company, at its sole discretion.
-

Add as a New Letter of Understanding:

Phased in Retirement

The parties agree to meet within one (1) month of the date of ratification to discuss and develop a "phased in retirement" option for full time employees aged 60 or over. This option will be available within six (6) months of date of ratification unless otherwise mutually agreed.

Add as a New Letter of Understanding:

Union Stewards

The Employer agrees that one (1) Union Steward per store will not be transferred (except with the consent of the employee involved) to another store, providing the Union supplies the Employer with a current list of Union Stewards, which indicates the Union Steward as recognized above and their locations.

The above will not apply to Union Stewards who are Meat Managers, Assistant Meat Managers, Deli Managers, Assistant Deli Managers and Seafood Managers.

In cases where the transfer of a Union Steward is required for operational reasons, the Union agrees to meet with the Employer to discuss the potential transfer.

Add as a New Letter of Understanding:

Creating New Classifications

Employees may be hired or selected on the basis of their qualifications, skills and abilities as determined by Management for positions that require a particular skill or knowledge base not currently in place in our store offering.

The Employer shall offer to all current employees the opportunity to be considered for any new classifications prior to hiring outside of the Bargaining Unit. Current employees will be canvassed through a notice that will be posted bargaining unit wide for a minimum of ten (10) days.

In the event an employee believes that he/she should have been considered for a position outlined above, the Company agrees to meet with the employee and the Union to discuss the employee's qualifications.

If the Company desires to introduce a new job classification they will meet with the Union to negotiate the rates and conditions for the job. If the Company and the Union cannot negotiate the rates and conditions then the matter will be referred to arbitration for resolution.

The Company agrees to notify the Union, in writing, of the persons selected by the Company indicating the store number and the Department.

Add as a New Letter of Understanding:

Canadian Commercial Workers Industry Pension Plan (CCWIPP) National Agreement

The parties understand that there is a new CCWIPP National Agreement being worked on by the Trustees of the Plan that may include increased Company contributions and Plan member contributions and that although these discussions are close to a resolve, there is presently not an agreement.

In any event, once an Agreement is reached, it will be subject to Provincial Regulatory approval. This Letter of Understanding confirms that, once an Agreement is reached between the Trustees, the terms and conditions of the new CCWIPP National Agreement will be communicated to the parties and form part of this Agreement.

New Letter of Intent outside of the Collective Agreement to read as follows:

Pursuant to Articles 18.10 in the Retail Agreement and 18.3 in the Meats and Deli Agreement the parties agree to meet three (3) months from date of ratification to discuss any employee concerns arising out of the operation of the facilities covered by the Collective Agreement.

Review and amend current typos, ambiguities, gender references, misnomers, etc., as appropriate.

Retroactive Pay and New Wage Scales

Retroactive Pay

The Company agrees to pay a lump sum payment to all employees on the payroll of the Company on the date of ratification as follows:

1. Active employees who were on the payroll of the Company at the top rate or over-scale as of the date of ratification will receive **eighty (\$0.80)** cents per hour on all hours paid for the period of time from the expiry of the old Agreement until the Saturday prior to the implementation of the new wage scales.
2. Active employees who were on the payroll of the Company at the start rate or in the progression at the date of ratification will receive **forty (\$0.40)** cents on all hours paid for the period of time from the expiry of the old Agreement until the Saturday prior to the implementation of the new wage scales.
3. The words “on the payroll of the Company” shall include all employees who are currently on vacation, authorized leave of absence, sick leave, injury leave, Short Term Disability, Long Term Disability, Workers’ Compensation, Maternity Leave or Parental Leave.

Wage Increases

Current Top Rated or Over-scale Employees Hired Prior to Ratification:

Active employees who were on the payroll at the top rate or over-scale as of the date of ratification shall receive the following increases:

Effective Sunday following ratification - \$0.80 increase with \$0.40 added to the top rate

Effective March 20th, 2016 - \$0.80 increase with \$0.40 added to the top rate

Current Employees at the Start Rate or in the Progression Hired Prior to Ratification:

Active employees who were on the payroll at the start rate or in the progression as of the date of ratification shall receive the following increases:

Effective Sunday following ratification - \$0.40 increase unless their corresponding wage rate in the new wage scale is greater.

Effective March 20th, 2016 - \$0.40 increase unless their corresponding wage rate in the new wage scale is greater.

Off Scale - Any employee who is placed at an off scale rate as a result of any wage increase referred to above will remain at that off scale rate until his/her service and experience qualify him/her for the next higher rate in the wage scale.

Meat & Deli – Appendix A – “Wage Scales”

Meat Cutters - Pre 06/21/2003		<u>Current</u>	<u>Effective</u>	<u>Effective</u>
Hours		<u>Wage</u>	<u>SFR</u>	<u>3/20/2016</u>
0	500	\$ 10.15	\$ 10.15	\$ 10.15
501	1000	\$ 10.45	\$ 10.45	\$ 10.45
1001	1500	\$ 10.75	\$ 10.75	\$ 10.75
1501	2000	\$ 11.05	\$ 11.05	\$ 11.05
2001	2500	\$ 11.35	\$ 11.35	\$ 11.35
2501	3000	\$ 11.85	\$ 11.85	\$ 11.85
3001	3500	\$ 12.35	\$ 12.35	\$ 12.35
3501	4000	\$ 12.85	\$ 12.85	\$ 12.85
4001	4500	\$ 13.35	\$ 13.35	\$ 13.35
4501	5000	\$ 13.85	\$ 13.85	\$ 13.85
5001	5500	\$ 14.35	\$ 14.35	\$ 14.35
5501	6000	\$ 14.85	\$ 14.85	\$ 14.85
6001	6500	\$ 15.35	\$ 15.35	\$ 15.35
6501	7000	\$ 15.85	\$ 15.85	\$ 15.85
7001	7500	\$ 16.35	\$ 16.35	\$ 16.35
7501	8000	\$ 18.10	\$ 18.10	\$ 18.10
8001	8500	\$ 18.66	\$ 18.66	\$ 18.66
8501	9000	\$ 19.22	\$ 19.22	\$ 19.22
9001	9500	\$ 19.78	\$ 19.78	\$ 19.78
9501	10000	\$ 20.34	\$ 20.34	\$ 20.34
	10000+	\$ 25.35	\$ 25.75	\$ 26.15

Meat Cutters - Post 06/21/2003		<u>Current</u>	<u>Effective</u>	<u>Effective</u>
<u>Pre 02/26/2008</u>	<u>Post 02/26/2008</u>	<u>Wage</u>	<u>SFR</u>	<u>3/20/2016</u>
5000	0	\$ 15.00	\$ 15.00	\$ 15.00
5500	500	\$ 15.35	\$ 15.35	\$ 15.35
6000	1000	\$ 15.85	\$ 15.85	\$ 15.85
6500	1500	\$ 16.35	\$ 16.35	\$ 16.35
7000	2000	\$ 16.85	\$ 16.85	\$ 16.85
7500+	2500+	\$ 23.70	\$ 24.10	\$ 24.50

Meat Clerks - Post 06/21/2003*		Current	Effective	Effective
Pre 02/26/2008	Post 02/26/2008	Wage	SFR	3/20/2016
3000	0	\$ 11.15	\$ 11.65	\$ 11.65
3500	500	\$ 11.62	\$ 11.85	\$ 11.85
4000	1000	\$ 12.08	\$ 12.08	\$ 12.08
4500	1500	\$ 12.55	\$ 12.55	\$ 12.55
5000	2000	\$ 13.02	\$ 13.02	\$ 13.02
5500	2500	\$ 13.48	\$ 13.48	\$ 13.48
6000	3000	\$ 13.95	\$ 13.95	\$ 13.95
6500	3500	\$ 14.42	\$ 14.42	\$ 14.42
7000	4000	\$ 14.88	\$ 14.88	\$ 14.88
7500	4500+	\$ 21.70	\$ 22.10	\$ 22.50

*Includes Meat Clerks, Fish Clerks, Deli Clerks and Chinese Kitchen Cooks

Meat Clerks - Pre 06/21/2003		Current	Effective	Effective
Hours		Wage	SFR	3/20/2016
0	500	\$ 8.65	\$ 8.65	\$ 8.65
501	1000	\$ 8.92	\$ 8.92	\$ 8.92
1001	1500	\$ 9.18	\$ 9.18	\$ 9.18
1501	2000	\$ 9.45	\$ 9.45	\$ 9.45
2001	2500	\$ 9.72	\$ 9.72	\$ 9.72
2501	3000	\$ 10.18	\$ 10.18	\$ 10.18
3001	3500	\$ 10.65	\$ 10.65	\$ 10.65
3501	4000	\$ 11.12	\$ 11.12	\$ 11.12
4001	4500	\$ 11.58	\$ 11.58	\$ 11.58
4501	5000	\$ 12.05	\$ 12.05	\$ 12.05
5001	5500	\$ 12.52	\$ 12.52	\$ 12.52
5501	6000	\$ 12.98	\$ 12.98	\$ 12.98
6001	6500	\$ 13.45	\$ 13.45	\$ 13.45
6501	7000	\$ 13.92	\$ 13.92	\$ 13.92
7001	7500	\$ 14.38	\$ 14.38	\$ 14.38
7501	8000	\$ 16.10	\$ 16.10	\$ 16.10
8001	8500	\$ 16.60	\$ 16.60	\$ 16.60
8501	9000	\$ 17.10	\$ 17.10	\$ 17.10
9001	9500	\$ 17.60	\$ 17.60	\$ 17.60
9501	10000	\$ 18.10	\$ 18.10	\$ 18.10
	10000+	\$ 23.30	\$ 23.70	\$ 24.10

	<u>Current</u>	<u>Effective</u>	<u>Effective</u>
	<u>Wage</u>	<u>SFR</u>	<u>3/20/2016</u>
Meat Manager	\$ 27.32	\$ 28.12	\$ 28.92
Assistant Meat Manager	\$ 26.60	\$ 27.40	\$ 28.20
Deli Manager	\$ 25.72	\$ 26.52	\$ 27.32
Assistant Deli Manager	\$ 24.30	\$ 25.10	\$ 25.90
Fish Dept Manager	\$ 23.80	\$ 24.60	\$ 25.40
Chinese Kitchen Manager	\$ 23.80	\$ 24.60	\$ 25.40

	<u>Current</u>	<u>Effective</u>	<u>Effective</u>
Post Rat 06/21/2003	<u>Wage</u>	<u>SFR</u>	<u>3/20/2016</u>
Assistant Deli Manager	\$ 22.70	\$ 23.50	\$ 24.30

For employees hired or rehired after the date of ratification as Meat Clerks*, the following wage scale shall be the minimum rates of pay for the duration of the Collective Agreement.

Hours	
0-499	\$11.65
500-999	\$12.00
1000-1499	\$12.35
1500-1999	\$12.70
2000-2499	\$13.05
2500-2999	\$13.40
3000-3499	\$13.75
3500-3999	\$14.10
4000-4499	\$14.45
4500-4999	\$14.80
5000-5499	\$15.15
5500-5999	\$15.50
6000-6499	\$15.85
6500-6999	\$16.20

7000-7499	\$16.55
7500-7999	\$16.90
8000-8499	\$17.25
8500-8999	\$17.60
9000-9499	\$17.95
9500-9999	\$18.30
10000+	\$20.90

* To include the following jobs: Meat Clerks, Fish Clerks, Deli Clerks, Chinese Kitchen Cooks, and Sushi Chefs