

MEMORANDUM OF AGREEMENT

BETWEEN

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

AND

**CANADA SAFEWAY LIMITED
Provincial Agreement**

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.

Page #1

Amend the current language to read as follows:

Also, wherever there is a reference to "Bargaining Unit" in this Agreement, this refers to the separate areas as referred to on Page #1.

CLARIFICATION OF ITEMS

In this 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.

Article 3 – Deduction of Union Dues

Article 3.1

Entire Agreement

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

And amend to read:

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 4 - Basic Work Week, Overtime, General Holidays

Article 4.1 (d) 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, General Holidays

Article 4.2 (d)

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, General Holidays

Article 4.3 (c)

Amend to read as follows:

Pay for Work on a Holiday

Employees required to work on a holiday shall be compensated at the rate of double (2X) their regular hourly rate for each hour worked. The Employer will schedule all employees (including Assistant Managers, Produce Managers, Bakery Managers, and Head Tellers **Cashiers**) to work on General Holidays on a fair rotational basis. Each store will maintain an updated record of employees who are scheduled to work in each scheduling group, for each General Holiday, for each calendar year. The record will be made available to the Union by request.

Article 4 - Basic Work Week, Overtime, General Holidays

Article 4.6

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 accordance with past practice, 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 4.2.

Add New:

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, General Holidays

Article 4.7

Amend to read as follows:

During the ~~first one hundred sixty (160)~~ **two hundred (200)** hours worked, or an extended period mutually agreed upon by the Company and the Union, each new employee shall be on probation. The decision as to whether or not to retain the employee's services shall be the sole right of the Employer and any termination occurring during that period shall not be subject to Articles 16 and 17 of this Agreement.

Article 5 - Wages/Premiums

Article 5.4 - Credit for Previous Experience

Amend to read as follows:

- (a) New Pharmacy Assistants, **Registered** Pharmacy Technicians, Bakers, Cake Decorators will be classified according to previous comparable experience. New employees hired into other classifications will be classified according to previous comparable Safeway experience. New employees having previous comparable experience may be paid at a lower scale of wages than their claimed experience calls for, but not less than the minimum rate established by this Contract, for a probationary period as defined in Article 4.7 from the date of employment; provided that, if the employees' services are retained and their experience is accepted as comparable, then after the probationary period they shall receive any difference between the probationary rate paid and the rate for which their experience qualifies them. It is further understood that the rate paid retroactively shall not apply for the first ten (10) working days. New employees shall receive written notification showing any credit granted for previous experience.

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

Any employee who has accepted a buyout under a previous Safeway Collective Agreement will not be eligible for credit for previous Safeway experience if rehired at a later date.

- (b) In the event of any disagreement as to the credit granted for previous experience, such disagreement shall be considered a grievance and the grievance procedure provided in the Agreement shall apply.

However, where the Employer has:

- (i) Provided the employee with the "New Employee" letter provided for in Article 2 of this Agreement, not later than two (2) weeks from date of employment;
- (ii) Provided the employee with the written notification showing credit granted for previous experience within the probationary period required by this Article, and
- (iii) Provided the Union with a copy of the letter showing credit granted for previous experience within the same period,

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

Article 5 - Wages/Premiums

Article 5.7 – Clerk in Charge Premium

Amend to read as follows:

A premium of one (\$1.00) dollar per hour will be paid to an employee designated as Clerk in Charge who, in the absence of the Store Manager, Store Supervisor or Assistant Store Manager, assumes responsibility for the operation of the store and acts in this capacity for a period of two (2) consecutive hours or more during all hours the store is open to the public.

As an exception to the foregoing, a Clerk in Charge who is present for night shopping hours or responsible for lock-up at the close of business, shall be paid the premium from the time the Store Manager, Store Supervisor, and Assistant Manager are absent from the store.

An employee will not receive both the Lead Hand (~~Premium Rate Clerk~~) and Clerk in Charge premium.

Clerk in Charge hours will be indicated on the work schedule.

Article 5 - Wages/Premiums

Article 5.11 (New)

Add the following language:

Employees assigned to relieve the Coffee Bar Operator will be paid a premium of one dollar and fifty (\$1.50) cents per hour when assigned to relieve for a period of one (1) week or more.

Article 5 - Wages/Premiums

Article 5.12 (New) - Head File Maintenance Relief

Add the following language;

Pre 2003 employees assigned to relieve the Head File Maintenance will be eligible for relief pay based on the Pre-2003 Head File Maintenance rate as defined in Appendix "A" when assigned to relieve for a period of one (1) week or more.

Post 2003 employees assigned to relieve the Head File Maintenance will be eligible for relief pay based on the Post-2003 Head File Maintenance rate as defined in Appendix "A" when assigned to relieve for a period of one (1) week or more.

Article 5 - Wages/Premiums

Article 5.13 (New) – Second Assistant Manager Relief

Add the following language:

Employees designated to relieve the Second Assistant Manager for a period of one (1) week or more shall receive the applicable rate established for the Second Assistant Manager classification.

In stores where there is a Management Trainee, he/she will be designated to perform this relief. In stores where there is no Management Trainee, the Company will designate an employee to relieve as Second Assistant Manager.

The employee designated as above will be scheduled a forty-three (43) hour basic work week as set out in Article 4.1(c).

Article 6 - Vacations

Article 6.1

Amend to read as follows:

- 6.1 (a) 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:

Length of Service	Vacation Entitlement	% of Gross Earnings
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 6.1 (g). 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).

Full-time employees shall receive their vacation pay at the rate of two (2%) percent per week of vacation or their normal weeks pay, whichever is greater. All time lost (up to thirty-one (31) consecutive days) because of sickness, approved unpaid leave of absence, occupational or non-occupational accident, all time absent on paid full-time vacation, paid General Holidays, and all time spent at bakery apprenticeship schools or any Employer required educational institute (assuming the employee returns to the Employer following the completion of his/her course) shall be considered as time worked for the purpose of determining the vacation allowance to which a full-time employee is entitled. 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.

- (b) 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.

- (c) 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.

- (d) ~~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.

- (e) 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. All other unscheduled vacation will be scheduled at the Employer's discretion.

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.

- (f) 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**.
- (g) When a part-time employee is promoted from part-time to full-time employment, he/she will be credited with the number of hours accumulated during the employee's continuous service with the Employer. The credited hours will be balanced with the annual hours of a regular full-time employee (2080 hours for a 40 hour week) to establish the appropriate yearly credit for future vacation entitlement. Any portion of a full year of credit will be computed as follows:

Employees with less than .50 of a year of hours will have their credited service reduced to the last full year.

Employees with exactly .50 of a year of hours will have their credited service of half of a year.

Employees with more than .50 of a year of hours will have their credited service increased to the next full year.

- (h) The time period from ~~April 1st to September 30th~~ **May 15th to September 15th** 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.**
- (i) When a General Holiday occurs during an employee's vacation, an extra days vacation with pay shall be granted if the holiday is one which the employee would have received if he/she had been working. Where an employee receives three (3) or more weeks vacation with pay and a General Holiday occurs during the employee's paid vacation, an extra days pay may be given in lieu of an extra days vacation with pay - if, in the opinion of the Employer, an extra days vacation with pay interferes with vacation schedules or hampers operations.

The day off mentioned in the above paragraph will be taken immediately following the employee's vacation. Subject to the Store Manager's approval, the employee may choose instead to take the day off immediately prior to his/her vacation.
- (j) Where the services of an employee are retained by the purchaser of a business, his/her services (for vacation purposes only) shall be deemed to be uninterrupted by the sale or purchase of the business and shall

be binding upon the purchaser, in accordance with prevailing Alberta Statutes.

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

Employees entitled to two (2), three (3), four (4), five (5), six (6) or seven (7) weeks vacation and who terminate their employment shall receive payment for vacation allowance in an amount equal to four (4%) percent, six (6%) percent, eight (8%) percent, ten (10%) percent, twelve (12%) percent, and fourteen (14%) percent, respectively, of the total wage and salary earned by the employee during the period of employment for which no vacation allowance has been paid.

Article 6 - Vacations

Article 6.1(k) 1st paragraph

Amend to read as follows:

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

Article 7 - Leaves

Article 7.1 – Funeral/Bereavement Leave

Amend to read as follows:

- (a) In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay, with consideration given to travel time for the purpose of attending the funeral. The length of such absence shall be at the discretion of the Employer. The term "immediate family" shall mean: spouse, parent/step parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandmother, grandmother-in-law, grandfather, grandfather-in-law and grandchildren, or any relative living in the household of the employee. In the event of the demise of an aunt or uncle, nephew or niece, an employee will be granted one (1) days leave of absence with pay to attend the funeral.

In the case of death of spouse, father, mother or child/ step child, the employee shall be entitled to, up to one (1) weeks leave of absence with pay for the purpose of bereavement.

Common law and same sex spouses are to be recognized by the Employer for the provisions of this article.

- (b) Part-time employees shall be granted time off in the event of a death within the immediate family. The term "immediate family" shall include those relatives as defined in the above clause (7.1 (a)). The length of such leave shall be determined by the Employer, with consideration given with respect to travel time. The time off, with pay, shall be determined on the basis of the hours that the employee was originally scheduled to work during the leave. **In the event of the demise of an aunt or uncle, nephew or niece, an employee will be granted one (1) days leave of absence with pay to attend the funeral.**

In the case of death of spouse, father, mother or child/ step child, the employee shall be entitled to up to one (1) weeks leave of absence with pay for the purpose of bereavement.

Common law and same sex spouses are to be recognized by the Employer for the provisions of this article

Article 7 - Leaves

Article 7.2 - Personal Leave

Amend to read as follows:

- (a) Employees with one (1) years' service with the Employer may request a leave of absence, without pay, for a period not to exceed four (4) months, upon written application through the Store Manager, copy to the Human Resources Department of the Employer. Requests for leaves of absence will be adjudicated on the basis of merit, compassion and the operational needs of the store. Final approval of leaves of absence will rest with the Human Resources Manager. Personal leaves of absence will not be considered during the prime time vacation period (i.e. **May 15th to September 15th** ~~April 1st to September 30th~~), Christmas week and Easter week. If the request is refused, the employee and the Union shall be so advised in writing as to the reasons for the refusal. For compassionate reasons the Company may extend the period of time of such leave of absence beyond four (4) months as herein provided.

Application for leave of absence must be submitted in writing at least sixty (60) days prior to the period for which leave is intended. It is understood that there may be circumstances where the sixty (60) day time frame may not be available, in those cases the request will be adjudicated **as in the above paragraph. The employee shall be advised of the Employer's answer thirty (30) days prior to the requested time off.**

In the event that an application for leave of absence is submitted more than six (6) calendar months prior to the period for which the leave is intended, the employee shall be advised of the Employer's answer ninety (90) days prior to the requested time off.

Leaves of absences will not be considered for circumstances covered by any other leave of absence provision in the Collective Agreement (e.g. Educational Leave) or in the case where an employee is requesting the leave to work or train for another employer.

Article 7 - Leaves

Article 7.4

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 & Welfare Plan

Article 8.2(f)

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 & Welfare Plan

Article 8.2 (i) – Part Time Health and Welfare Trust

Amend to read as follows:

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.

Article 8 – Health & Welfare Plan

Article 8.10

Amend to read as follows:

8.10 United Food & Commercial Workers' Dental Care Plan

- (a) Effective ~~June 12th, 2011~~ **SFR**, it is agreed that all employers party to this Agreement shall make a direct contribution to the plan of ~~thirty-two (\$0.32)~~ **forty-three (\$0.43)** cents per hour for regular hours paid, sick pay (not including Weekly Indemnity), vacations and General Holidays, to the maximum of the basic work week as indicated above.

Notwithstanding the foregoing, should during the term of this Agreement the Real Canadian Superstore fail to match the total contribution rate (i.e. annualized contribution rate) then the Employer shall be entitled to reduce their contribution to the Plan in accordance with the Employer's overpayment.

The Employer agrees to maintain dental contributions for those bakery apprentices who attend apprenticeship courses required by the

Government provided those employees return to the Employer following the completion of their course.

- (b) The plan will be controlled by a Board of Trustees to be made up of an equal number of representatives from the Union and Management.
- (c) Contributions made for hours, as described above, in any month or agreed upon period, shall be forwarded by the Employer to the Union not later than three (3) weeks following the close of the Employer's accounting period, whether it is on a ~~monthly~~ or a four (4) **or five (5)** week basis, accompanied by a statement of the names of the employees and contributions made on their behalf.

Article 11 – Seniority

Article 11.5

Amend to read as follows:

Part-time employees shall not be employed or scheduled to the extent that it results in the displacement of, or prevents the hiring of full-time employees.

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

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.

Retail - Article 11.7 (f) - Clerk Cashier Transferability

Amend to read as follows:

There will be a training period of ~~one hundred sixty (160)~~ **two hundred (200)** hours of actual work within an eight (8) week period to decide:

- (i) If the employee wants the work, and
- (ii) If the employee can perform the work.

(Such determination to be subject to the grievance procedure).

If the employee wishes to opt out of the program during the training period, he/she may do so at any time. If, prior to the expiration of the training program, the Employer claims that the employee is clearly incapable of performing the duties, the Employer shall consult with the Union and the matter shall be investigated to establish that a fair opportunity has been

extended to the employee and that the employee will not be able to perform the duties by the end of the training period.

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

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

An employee transferring from Clerk Cashier to General Clerk will have their rate established as per Article 11.6 (h).

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Article 11.8 - Transfer of Courtesy Clerks

Amend to read as follows:

Courtesy Clerks may make a written application for transfer to another classification in their store. An employee's request for transfer shall be considered, based upon available openings in their store.

Applicants will receive consideration based on their seniority providing they have performed their job in the Courtesy Clerk classification in a satisfactory manner and providing they have demonstrated the capability to acquire the abilities to perform satisfactorily in the new classification after a reasonable period of training.

Prior to and during this reasonable period of training, the applicant must meet a fair and reasonable standard as established by the Company.

If after a reasonable period of training (not exceeding **two hundred (200)** ~~one hundred sixty (160)~~ hours the Courtesy Clerk is not performing the duties of the job satisfactorily, he/she shall be returned to the Courtesy Clerk classification with full seniority.

When Courtesy Clerks are transferred to the General Clerk or Clerk Cashier classification, their rate of pay shall be increased to the next higher rate of pay in their new classification and they shall be credited with the corresponding number of career hours to that new rate of pay.

&

Article 11.9(b) – 3rd paragraph

Amend to read as follows:

A full-time employee, who is laid off or reduced to part-time, shall have the right to exercise their seniority over the most junior full-time employee in another classification. Following counselling and an explanation of the options available by the Employer, an employee who exercises this right shall have a maximum of ~~seventy-four (74)~~ **two hundred (200)** hours to demonstrate their competence in the new classification.

Article 11 – Seniority

Article 11.14 (first paragraph) - Displaced Employees - Closing of Department

Amend to read as follows:

When a full-time employee with one (1) or more years service is displaced due to a department closing or a job becoming redundant and who has sufficient seniority to displace a junior employee, the Employer agrees to give training to said employee, for a position presently in existence within the bargaining unit. Said employee shall be given credit for their career hours to a maximum of seventy-five hundred one (7,501) hours in that classification. If the employee is successfully retrained within the similar period given a new employee (160 ~~200~~ hours), the employee may then exercise his/her seniority rights over junior, full-time employees within that classification. If the employee is successfully retrained within the period given, then the employee will progress through the acceleration period of the new classification. If said employee cannot satisfactorily be retrained in that position, the employee shall be afforded an opportunity, based on seniority, to work part-time in their former classification, if such classification is still in existence; otherwise, the employee shall be terminated with severance pay as below:

Article 12 - Scheduling

Article 12.1 (Add as a new last paragraph) – Scheduling

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 (e)

Amend to read as follows:

All full-time employees including Department Managers will, on a fair rotation basis, work evening shifts and no full-time employee will be required to work more than two (2) evenings per week, (after 6:30 p.m. for customer shopping convenience) except in cases of an emergency. It is understood that this shall not preclude employees from requesting that they be allowed to work additional evening shifts when the store is open for sales 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.** It is understood that this excludes Courtesy Clerks.

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

Full-time employees who have a specific request for time off in the evenings shall inform the Employer in writing of the specific evenings that they are requesting. Full-time employees cannot request more than two (2) evenings per week. Subject to operational needs, requests will not be unreasonably denied.

Article 14 – Union Security

Article 14.5: 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 18.4(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 18 – Miscellaneous

Article 18.9

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.

Retail – Appendix C (6) - 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 (2nd 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 12.5 (1st paragraph)

Amend to read as follows:

The Employer shall post the weekly work schedule for all employees not any later than Saturday noon (**12:00 p.m.**) to cover a two (2) week period. An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies such as fire, flood, breakdown of machinery, or other instances of force majeure. An employee whose schedule is changed by reason of the foregoing will be notified as soon as possible.

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, direct and control store operations; the direction of the working force; the discharge **or discipline** of employees for proper cause, and those matters requiring judgment as to competency of employees - is the sole right and function of the Employer.

Article 14 – Union Security

Article 14.9

Amend to read as follows:

(a) The Company will supply a report to the Union containing the following information on a mutually agreed data processing medium following the close of the **Employer’s** four (4) **or five (5)** week accounting period:

- Hours worked
 - Store number
 - Employee number
 - Name in full
 - Social Insurance Number
 - Date of birth
 - Termination date
 - Amount of current **bi**-weekly dues
 - Amount of current initiation fees
 - Total dues for each employee for the current period
 - Total initiation fees for each employee for the current period
 - Total education and training fund hours
-

Article 14 – Union Security

Article 14.11 - 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 18 – Miscellaneous

Article 18.13 - Joint Work Site Health and Safety Committee

Amend to read as follows:

- (a) There will be a Joint Work Site Health and Safety Committee in each store. The purpose of this committee will be the promotion of occupational health and safe work practices in the work place. Employee representatives will be elected from and by the bargaining unit members in that store. The maximum number of participants on the committee will be ten (10) and a minimum number of participants will be three (3). There will be **equal or** more employee representatives than Employer representatives. **The chairing of meetings will be rotated among the Co-Chairs (one from the Employer representatives and one from the employee representatives) on an alternate basis and the minutes shall be posted in the store.**

Meetings shall be scheduled monthly at the beginning of each year and the Employer and the Union will endeavour to have the meetings as scheduled or within one (1) week of the scheduled meeting.

(b) Election of Employee Representatives

Safety representatives in each store will be responsible for conducting the election of employee representatives. The election will be preceded by a call for nominations. Should more employees wish to participate than are permitted according to the maximum as set out in (a) above, an election will be held. Should fewer employees than are permitted by the maximum in (a) above wish to participate then those employees who have let their names stand for election will be the designated employee representatives.

- (c) Although employee representatives will be involved in identifying violations of safety procedures, they will not be involved in the discipline of employees.

(d) Time Spent Attending Meetings

If an employee is not scheduled for work when a Safety Committee meeting is held, attendance will be voluntary. Any employee who attends a Safety Committee meeting will be paid at the straight time rate and further, those hours paid will not result in the payment of overtime elsewhere in the day or week. In addition there will be no minimum call-in payable pursuant to Article 12.9 for those employees who decide to attend a Safety Committee meeting on a voluntary basis.

Article 18 – Miscellaneous

Retail- Article 18.18

Amend to read as follows:

Water

Cashiers may elect to bring a bottle of water to their work station while working provided that:

1. The bottle is a “Safeway” brand **or in an unbranded refillable container.**
 2. The size is **no larger than 1 litre** ~~500 ml or smaller.~~
 3. The bottle is stored under a counter or till.
 4. The cashier exercises common courtesy with customers while consuming water.
-

Article 19 – Job Description

Amend to read as follows:

19.1 (a) General Clerks

General Clerks may perform any duties other than in Meat, Deli, Seafood, Chinese Kitchen or Bakery Production Departments.

These duties include:

Grocery

1. Write grocery order.
2. Loading and unloading of all merchandise - receiving freight - checking in merchandise - stocking in back room.
3. Selecting and loading - merchandise for sales floor distribution.
4. Cutting cases - price marking and changes.
5. Night stocking and day stocking - merchandise on shelves.
6. Set up displays.
7. Frozen Food, Dairy and Bakery Section - loading, unloading, storage, rotation and ordering.
8. Schedule flow of merchandise - arrange stock room, laundry supplies, damaged merchandise, spoils, salvage, and empty bottle program.

9. Customer Service - basket retrieval.
10. File Maintenance (the employee in the store who bears the chief responsibility for the maintenance and implementation of store scanner files).

And any and all other duties as may be assigned by the Store Manager.

Produce

11. Write produce orders.
12. Check in produce.
13. Display merchandise, rotate product.
14. Trimming, washing produce, open containers, prepare produce for display in salesrooms.
15. Load and unload stocking trucks with produce for display in salesroom.
16. Nut Hut duties

Sanitation

17. Sanitation Program – up keep.
18. Washing and cleaning - floors (maintenance) shelves wash and dust, light fixtures, windows, clean parking lot.
19. Garbage and cardboard - look after refuse, bailing cardboard.
20. Minor repairs - hanging signs.

Any and all other duties as may be assigned by the Store Manager.

(b) Clerk-Cashiers

The duties of a Clerk-Cashier are as follows:

1. Check-stand duties.
2. Price Changes (including the changing of shelf tickets).
3. Office Work.
4. Stocking of **pop coolers**, chocolate bars, chewing gum and candy in the check stand area.

5. Stocking of tobacco, excluding case lots tobacco products.
6. Cleaning and housekeeping duties relating to check-stand, snack bar or bakery counter.
7. Bakery counter.
8. Operating the till in self serve Tim Hortons for relief of rest and meal periods.
9. **Operate the till and wrap flowers for the Floral Department during seasonal periods as defined as Christmas, Mother's Day, Valentine's Day, Easter, Thanksgiving.**

Any Clerk Cashier who is instructed by management or person in charge to perform duties other than those listed above for fifteen (15) minutes or more in a shift shall be paid the top rate of the Pre-2003 General Clerk classification for the complete shift.

Clerk Cashiers who wish to be trained for office work in their store must apply in writing to the Store Manager. Clerk Cashiers wishing to perform office work will be assigned such work in accordance with available openings that occur after ratification.

Applicants shall receive consideration based on their seniority, work performance on their present job and providing they have the capability to acquire the skills necessary to perform such office work following a period of training.

An applicant will have to demonstrate satisfactorily to the Company the abilities required in the performance of office work and must meet fair and reasonable standards as set by the Company for this work.

If after a reasonable period of training (not exceeding ~~460~~ **200** hours) the Clerk Cashier is not performing the duties of the job satisfactorily, he/she shall no longer be eligible for office work.

The foregoing does not entitle a Clerk Cashier to work exclusively office work shifts and hours worked in the office shall be considered as Cashier hours for the purpose of scheduling available weekly hours of work.

(c) Bakery Sales Classification

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

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

Any Bakery Sales Clerk who is instructed by Management or person in charge to perform duties other than those listed above for fifteen (15) minutes or more in a shift shall be paid the top rate of the Pre-2003 General Clerk classification for the complete shift.

(d) Job Description - Health & Beauty Aid/Variety Clerk

Orders and stocks the various types of variety merchandise.

Orders, stocks, and assists in merchandising the weekly specials.

Responsible for the continuity programs and firm orders.

Completion of associated paperwork (e.g. checking invoices & preparing pick-up slips).

It is understood that the foregoing represents the main functions of a HABA/Variety Clerk, but are not restricted to same.

Any HABA/Variety Clerk who is instructed by Management or person in charge to perform duties other than those listed above for fifteen (15) minutes or more in a shift shall be paid the top rate of the Pre-2003 General Clerk classification for the complete shift.

(e) Pharmacy Assistant

1. Train other Pharmacy staff – computer/devices, etc.
2. Train customers to use diabetes meters, electric breast pumps and other medical devices.
3. Obtain the necessary patient and prescription information and update the patient profile.
4. Nursing home and med pak procedures.
5. Prepare the prescription order (counting/measuring and pouring, generating the prescription label).
6. Operate the Pharmacy cash register.
7. Inventory control of prescription drugs, pharmacy supplies and variety merchandise (ordering/receiving/rotating stock and maintain inventory files in computer).
8. Facing and stocking shelves in the sales area adjacent to the Pharmacy when time permits.

It is understood that the foregoing represents the main functions of a Pharmacy Assistant, but are not restricted to the same.

Any Pharmacy Assistant who is instructed by Management or person in charge to perform duties other than those listed above for fifteen (15) minutes or more in a shift shall be paid the top rate of the Pre-2003 General Clerk classification for the complete shift.

(f) Floral Clerk

1. To be knowledgeable in plant care and maintenance of all fresh cut product.
2. Responsible for maintenance of log book and general ledgers.
3. Responsible for maintenance of inventories including ordering fresh cut products and potted products.
4. Operates Floral Department cash register.
5. Cleaning and general up keep of department.
6. Designing, merchandising, scheduling.

It is understood that the foregoing represents the main functions of a Floral Clerk, but are not restricted to same.

Any Floral Clerk who is instructed by Management or person in charge to perform duties other than those listed above for fifteen (15) minutes or more in a shift shall be paid the top rate of the Pre-2003 General Clerk classification for the complete shift.

(g) Courtesy Clerk

1. Handling of shopping buggies – retrieving, etc.
2. Bagging
3. General clean-up of all kinds in check stand area.
4. Take-out service to customers.
5. Bagging supplies.
6. Entrance way clean up and sidewalk adjacent to store.
7. Empty ~~pop bottle~~ **beverage container** collection, ~~stacking, etc.~~
8. Sweeping sales floor.

9. Merchandise returns.
10. Emergency clean up.
- ~~11. Maintenance of bulk soft drink dispenser.~~
12. Price checks.
- 13. Parking lot clean up including shovelling Cart Corrals**
- 14. Cleaning customer tables located outside of the store.**

Any Courtesy Clerk who is instructed by Management or person in charge to perform duties other than those listed above for fifteen (15) minutes or more in a shift shall be paid the top rate of the Pre-2003 General Clerk classification for the complete shift.

The Employer agrees that the normal scheduling practices of Courtesy Clerk duties will not change as a result of the workforce restructuring.

(h) Coffee Bar Clerk

- Knowledge of coffee and tea products.
- Operate cash register.
- Prepare and serve products.
- Display, merchandise and price products for sale.
- Cleaning and general up keep of department.
- Temperature recording.
- Order, storage, rotation, stocking and receiving of merchandise.
- **Cleaning customer tables located inside and outside of the store.**

It is understood that the forgoing represents the main functions of a Coffee Bar Clerk, but are not restricted to same.

Any Coffee Bar Clerk who is instructed by Management or person in charge to perform duties other than those listed above for fifteen (15) minutes or more in a shift shall be paid the top rate of the Pre-2003 General Clerk classification for their complete shift.

In the case of Tim Hortons, where the baking equipment is located in the Coffee Kiosk, the Coffee Bar Clerk shall operate this equipment.

Article 20 – Expiration and Renewal

Article 20

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**).

Retail

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:

Appendix “B”

Appendix B(8(b))

Amend to read as follows:

Bakery Production Assistant Clerk

Fry/Ice/Rack Donuts

Clean up (including donut fryer)

Preparing of pans such as cleaning, greasing and icing

Pan fresh and frozen sweet goods for the next day’s production

Handling racks and trays

Put away orders (excluding check off of invoices)

Unload French bread from the oven for late afternoon fresh program

Unwrap cakes, sweet goods and all dessert items

Pan, proof, bake, decorate all products for Tim Horton’s **(where the equipment is in Bakery)**

Operate the Tim Horton’s equipment only, **where the equipment is in the Bakery** (not the normal commercial bakery equipment except where specified above)

Preparing and panning frozen dough items for bake off
Make garlic bread and cheese bread.

All Letters of Understanding

Letter of Understanding #1

Illness during Vacation

Renew this Letter of Understanding.

Letter of Understanding #2

Store Supervisors

Renew this Letter of Understanding.

Letter of Understanding #3

General Clerks Cashing

Renew this Letter of Understanding.

Letter of Understanding #4

Rotation of General Clerks Job Duties

Amend to read as follows and renew this Letter of Understanding

The Employer will provide an opportunity for all full-time General Clerks who have the ability, to rotate through various duties in the areas of frozen food, bread, dairy and night stocking.

The foregoing rotation may, at the Employer's option, **exclude Management Trainees**, one (1) designated full-time General Clerk and those working in the Produce Department.

Letter of Understanding #5

Night Stocking

Renew this Letter of Understanding.

Letter of Understanding #6

Grande Prairie/ Fort McMurray

Equalization Allowance

Amend (b) to read as follows:

~~Effective June 12th, 2011~~ **Effective SFR** all employees in Grande Prairie and Fort McMurray will receive an additional one dollar and ~~fifty cents (\$1.50)~~ **seventy-five (\$1.75)** per hour above the rate in Appendix "A".

Letter of Understanding #7

Employees Wishing to Change Their Status from Full-time to Part-time

Renew this Letter of Understanding.

Letter of Understanding #8

Joint Training

Renew this Letter of Understanding.

Letter of Understanding #9

Reline Crew

Renew this Letter of Understanding.

Letter of Understanding #10

C.C.W.I.P.P. Stabilization Fund – Alberta Retail Stores

Renew this Letter of Understanding.

Letter of Understanding #11

Canmore and Banff Employees

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 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

Vacation

Renew this Letter of Understanding.

Letter of Understanding #14

Registered Pharmacy Technician

Delete this Letter of Understanding

Letter of Intent #1

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

Add as a New Letter of Understanding:

Licensed (Regulated) Pharmacy Technicians

~~The parties agree that the following guidelines will be used on a trial basis for the life of the Collective Agreement regarding the introduction of Regulated Pharmacy Technicians into Canada Safeway Limited's stores doing business in Alberta. This Letter of understanding will expire at the end of the current collective agreement.~~

1. *Regulated Pharmacy Technicians will be a separate classification. To be eligible to fill a position, the employee must be properly licensed in accordance with Provincial regulations. Unless merit, fitness and ability of an employee is greater than that of another employee, seniority shall govern in the filling of vacant positions.*
2. The Company will determine the number of Regulated Pharmacy Technicians, if any, required in each pharmacy and determine the status of the needed position(s).
3. Internal Pharmacy Assistants reclassified as Regulated Pharmacy Technicians will be subject to a 60 (sixty) day probation period for; 1) the employee to decide if they want the work and; 2) the Company to determine if the employee is capable of performing the necessary duties.
4. ~~Current non-registered Pharmacy Technicians will be designated as Pharmacy Assistants in accordance with Provincial regulations.~~
5. If there are insufficient internal candidates, vacant Regulated Pharmacy Technician positions will be filled by qualified external candidates. The Company will determine the initial status of these employees.
6. There will be no restriction on Regulated Pharmacy Technician duties within the pharmacy other than prescribed by the Provincial regulatory authority.
7. The company will continue with the practice of Practicums in the Pharmacy Department. Pharmacy Assistant hours will not be impacted by this practice.
8. The Company will grant internal Pharmacy Assistants a sum in the amount of \$500 (five hundred) once they have been selected by the Company and reclassified as a Regulated Pharmacy Technician.
9. The Company will not reduce full-time Pharmacy Assistants to part-time status as the result of the implementation of the Regulated Pharmacy Technician classification. This guarantee will be in force for the duration of the current Collective Agreement.
10. ~~If the trial does not continue beyond the current Collective Agreement, internal reclassified Technicians will be retain with the Bargaining Unit as~~

~~Pharmacy Assistants with full Company seniority. External hires will be considered for vacant positions and if retained by the Company will have full Company seniority.~~

11. ~~Wages – Move Scale to Appendix A~~

~~Employees in the scales will receive the following off scale increases as per Appendix A of the current Collective Agreement:~~

~~Effective March 18th, 2012 – \$0.50 off scale increase~~

~~Effective March 17th, 2013 – \$0.50 off scale increase~~

12. Credit for Previous Experience: Pharmacy Assistants promoted to the position of Regulated Pharmacy Technician will receive credit for 50% of their career hours with Safeway to a maximum of 2500 hours.

~~Employees will receive full credit for hours worked as a Regulated Pharmacy Technician.~~

Add as a New Letter of Understanding:

Credit for Previous Experience - Fort McMurray, Grande Prairie, Banff, Canmore and Lloydminster

This letter will confirm our agreement that effective December 15, 2013, for the purposes of administering Article 5.4 - Credit For Previous Experience in the Fort McMurray, Grande Prairie, Banff, Canmore, Lloydminster, Camrose and Fort Saskatchewan stores only, the Company shall use the language listed here;

Credit for Previous Experience

- (a) New employees will be classified according to previous comparable experience. New employees having previous comparable experience may be paid at a lower scale of wages than their claimed experience calls for, but not less than the minimum rate established by this Contract, for a probationary period as defined in Article 4.7 from the date of employment; provided that, if the employees' services are retained and their experience is accepted as comparable, then after the probationary period they shall receive any difference between the probationary rate paid and the rate for which their experience qualifies them. It is further understood that the rate paid retroactively shall not apply for the first ten (10) working days. New employees shall receive written notification showing any credit granted for previous experience.**

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

Any employee who has accepted a buyout under a previous Safeway Collective Agreement will not be eligible for credit for previous Safeway experience if rehired at a later date.

- (b) In the event of any disagreement as to the credit granted for previous experience, such disagreement shall be considered a grievance and the grievance procedure provided in the Agreement shall apply.

However, where the Employer has:

- (i) Provided the employee with the "New Employee" letter provided for in Article 2 of this Agreement, not later than two (2) weeks from date of employment;
- (ii) Provided the employee with the written notification showing credit granted for previous experience within the probationary period required by this Article, and
- (iii) Provided the Union with a copy of the letter showing credit granted for previous experience within the same period,

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

This agreement will be in effect until (insert expiry date of new Collective Agreement).

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:

“In Northern Alberta (Red Deer North), full-time Produce Clerks hired and promoted prior to June 10, 2011 shall not be scheduled to perform Grocery Clerk work unless mutually agreed to by the employee and the Employer.”

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:

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.

Pursuant to Article 5.2 of the Collective Agreement, the Company and the Union will meet to negotiate wage rates and conditions for these positions.

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.

Renewed as a New Letter of Understanding but not to be included in the Collective Agreement:

Re: Icer/Packer/Finisher Classification Deletion

As per our discussions regarding the deletion of the Icer/Packer/Finisher classification during the 2010/2011 retail negotiations, the duties have been assigned as follows:

Icing Cakes – Cake Decorator
Frying Donuts – Production
Greasing Pans – Production
Slicing Bread – Front End
Packaging products such as sweet buns and bread – Front End
Wrapping Tarts – Front End

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 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.

Wages Scales

Retail

Retail – Appendix A – “Wage Scales”

Sales Service Clerks*		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

* To include the following jobs: General Clerk, Customer Service, Clerk Cashier, Bakery Sales, Office Clerk, Health and Beauty Aid Clerk, Variety Clerk, Floral Clerk, Utility Clerk, all Employees in Hinton and Lloydminster (except Bakers & Meat Department Employees) or a Courtesy Clerk promoted out of the Courtesy Clerk classification after June 21st, 2003.

General Clerk/Customer Service		Current	Effective	Effective
Pre 06/21/2003		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+	\$ 23.29	\$ 23.69	\$ 24.09

Clerk Cashier/Bakery Sales		Current	Effective	Effective
Pre 06/21/2003		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	\$ 16.43	\$ 16.43	\$ 16.43
8501	9000	\$ 16.76	\$ 16.76	\$ 16.76
9001	9500	\$ 17.09	\$ 17.09	\$ 17.09
9501	10000	\$ 17.42	\$ 17.42	\$ 17.42
	10000+	\$ 22.47	\$ 22.87	\$ 23.27

Utility Clerks		Current	Effective	Effective
Pre 06/21/2003		Wage	SFR	3/20/2016
0	500	\$ 8.65	\$ 8.65	\$ 8.65
501	1000	\$ 8.88	\$ 8.88	\$ 8.88
1001	1500	\$ 9.12	\$ 9.12	\$ 9.12
1501	2000	\$ 9.35	\$ 9.35	\$ 9.35
2001	2500	\$ 9.58	\$ 9.58	\$ 9.58
2501	3000	\$ 10.02	\$ 10.02	\$ 10.02
3001	3500	\$ 10.45	\$ 10.45	\$ 10.45
3501	4000	\$ 10.88	\$ 10.88	\$ 10.88
4001	4500	\$ 11.31	\$ 11.31	\$ 11.31
4501	5000	\$ 11.75	\$ 11.75	\$ 11.75
5001	5500	\$ 12.18	\$ 12.18	\$ 12.18
5501	6000	\$ 12.61	\$ 12.61	\$ 12.61
6001	6500	\$ 13.05	\$ 13.05	\$ 13.05
6501	7000	\$ 13.48	\$ 13.48	\$ 13.48
7001	7500	\$ 13.91	\$ 13.91	\$ 13.91
7501	8000	\$ 15.10	\$ 15.10	\$ 15.10
8001	8500	\$ 15.65	\$ 15.65	\$ 15.65
8501	9000	\$ 16.20	\$ 16.20	\$ 16.20
9001	9500	\$ 16.75	\$ 16.75	\$ 16.75
9501	10000	\$ 17.30	\$ 17.30	\$ 17.30
	10000+	\$ 22.55	\$ 22.95	\$ 23.35

Pharmacy Assistant		<u>Current</u>	<u>Effective</u>	<u>Effective</u>
Pre 02/26/2008		<u>Wage</u>	<u>SFR</u>	<u>3/20/2016</u>
	6500	\$ 14.47	\$ 14.47	\$ 14.47
	7000	\$ 14.70	\$ 14.70	\$ 14.70
	7500	\$ 17.65	\$ 17.65	\$ 17.65
	8000	\$ 18.05	\$ 18.05	\$ 18.05
	8500	\$ 18.45	\$ 18.45	\$ 18.45
	9000	\$ 18.85	\$ 18.85	\$ 18.85
	9500	\$ 19.25	\$ 19.25	\$ 19.25
	10000+	\$ 22.40	\$ 22.80	\$ 23.20

Pharmacy Assistant		<u>Current</u>	<u>Effective</u>	<u>Effective</u>
Post 02/26/2008		<u>Wage</u>	<u>SFR</u>	<u>3/20/2016</u>
	0	\$ 14.20	\$ 14.20	\$ 14.20
	500	\$ 14.60	\$ 14.60	\$ 14.60
	1000	\$ 15.00	\$ 15.00	\$ 15.00
	1500	\$ 15.40	\$ 15.40	\$ 15.40
	2000	\$ 15.85	\$ 15.85	\$ 15.85
	2500	\$ 16.30	\$ 16.30	\$ 16.30
	3000	\$ 16.75	\$ 16.75	\$ 16.75
	3500	\$ 17.20	\$ 17.20	\$ 17.20
	4000	\$ 17.65	\$ 17.65	\$ 17.65
	4500	\$ 18.10	\$ 18.10	\$ 18.10
	5000	\$ 18.55	\$ 18.55	\$ 18.55
	5500	\$ 19.05	\$ 19.05	\$ 19.05
	6000+	\$ 22.40	\$ 22.80	\$ 23.20

Courtesy Clerks		<u>Current</u>	<u>Effective</u>	<u>Effective</u>
Pre 02/26/2008		<u>Wage</u>	<u>SFR</u>	<u>3/20/2016</u>
	4000	\$ 10.60	\$ 10.60	\$ 10.60
	4500	\$ 10.80	\$ 10.80	\$ 10.80
	5000	\$ 11.70	\$ 11.70	\$ 11.70
	5500	\$ 11.95	\$ 11.95	\$ 11.95
	6000	\$ 12.20	\$ 12.20	\$ 12.20
	6500	\$ 12.40	\$ 12.40	\$ 12.40
	7000+	\$ 14.10	\$ 14.50	\$ 14.90

Courtesy Clerks- Post 02/26/2008		Current	Effective	Effective
Pre rat 2015	Post rat 2015	Wage	SFR	3/20/2016
0		\$ 10.20		
160		\$ 10.35		
320		\$ 10.50		
500		\$ 10.65		
1000		\$ 10.80		
1500		\$ 10.95		
2000	0-500	\$ 11.20	\$ 11.65	\$ 11.65
2500	501-1000	\$ 11.45	\$ 11.85	\$ 11.85
3000	1001-1500	\$ 11.70	\$ 12.05	\$ 12.05
3500	1501-2000	\$ 11.95	\$ 12.20	\$ 12.20
4000	2001-2500	\$ 12.20	\$ 12.50	\$ 12.50
4500	2501-3000	\$ 12.40	\$ 12.70	\$ 12.70
5000+	3001+	\$ 14.10	\$ 14.50	\$ 14.90

Coffee Bar Server		Current	Effective	Effective
Pre 02/26/2008		Wage	SFR	3/20/2016
	3000	\$ 10.65	\$ 10.65	\$ 10.65
	3500	\$ 10.80	\$ 10.80	\$ 10.80
	4000	\$ 10.95	\$ 10.95	\$ 10.95
	4500	\$ 11.20	\$ 11.20	\$ 11.20
	5000	\$ 11.45	\$ 11.45	\$ 11.45
	5500	\$ 11.70	\$ 11.70	\$ 11.70
	6000	\$ 11.95	\$ 11.95	\$ 11.95
	6500	\$ 12.25	\$ 12.25	\$ 12.25
	7000	\$ 12.40	\$ 12.40	\$ 12.40
	7500+	\$ 14.10	\$ 14.50	\$ 14.90

Coffee Bar Server- Post 02/26/2008		Current	Effective	Effective
Pre rat 2015	Post rat 2015	Wage	SFR	3/20/2016
0		\$ 10.20		
160		\$ 10.35		
320		\$ 10.50		
500		\$ 10.65		
1000		\$ 10.80		
1500		\$ 10.95		
2000		\$ 11.20		
2500	0-500	\$ 11.45	\$ 11.65	\$ 11.65
3000	501-1000	\$ 11.70	\$ 11.85	\$ 11.85
3500	1001-1500	\$ 11.95	\$ 12.05	\$ 12.05
4000	1501-2000	\$ 12.20	\$ 12.20	\$ 12.20
4500	2001-2500	\$ 12.40	\$ 12.40	\$ 12.40
5000+	2501+	\$ 14.10	\$ 14.50	\$ 14.90

Non-Ticketed Bakers - Post 06/21/2003		Current	Effective	Effective
Pre 02/26/2008	Post 02/26/2008	Wage	SFR	3/20/2016
3000	0	\$ 12.85	\$ 12.85	\$ 12.85
3500	500	\$ 13.35	\$ 13.35	\$ 13.35
4000	1000	\$ 13.85	\$ 13.85	\$ 13.85
4500	1500	\$ 14.35	\$ 14.35	\$ 14.35
5000	2000	\$ 14.85	\$ 14.85	\$ 14.85
5500	2500	\$ 15.35	\$ 15.35	\$ 15.35
6000	3000	\$ 15.85	\$ 15.85	\$ 15.85
6500	3500	\$ 16.35	\$ 16.35	\$ 16.35
7000	4000	\$ 16.85	\$ 16.85	\$ 16.85
7500+	4500+	\$ 23.46	\$ 23.86	\$ 24.26

Non-Ticketed Bakers - Post June 10, 2011		Current	Effective	Effective
		Wage	SFR	3/20/2016
0		\$ 12.85	\$ 12.85	\$ 12.85
1500		\$ 13.85	\$ 13.85	\$ 13.85
3000		\$ 14.85	\$ 14.85	\$ 14.85
4500		\$ 15.85	\$ 15.85	\$ 15.85
6000		\$ 16.85	\$ 16.85	\$ 16.85
7500		\$ 21.06	\$ 21.46	\$ 21.86

Current non-ticketed Bakers would be eligible for any negotiated wage increases and be taken off scale until their hours allow them to go back on scale. Those at top rate would remain off scale.

	Current	Effective	Effective
Journeyman Bakers	Wage	SFR	3/20/2016
Current Pre 06/21/2003	\$ 23.71	\$ 24.11	\$ 24.51
Current Post 06/21/2003	\$ 23.71	\$ 24.11	\$ 24.51

		Current	Effective	Effective
Bakery Apprentice		Wage	SFR	3/20/2016
First Year	65 % Journeyman	\$ 15.41	\$ 15.67	\$ 15.93
Second Year	75% Journeyman	\$ 17.78	\$ 18.08	\$ 18.38
Third Year	85% Journeyman	\$ 20.15	\$ 20.49	\$ 20.83
Fourth Year	100% Journeyman	\$ 23.71	\$ 24.11	\$ 24.51

Cake Decorators		Current	Effective	Effective
Pre 06/21/2003		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	\$ 16.44	\$ 16.44	\$ 16.44
8501	9000	\$ 16.78	\$ 16.78	\$ 16.78
9001	9500	\$ 17.12	\$ 17.12	\$ 17.12
9501	10000	\$ 17.46	\$ 17.46	\$ 17.46
	10000+	\$ 22.49	\$ 22.89	\$ 23.29

Cake Decorators - 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	\$ 11.75	\$ 11.75
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

Bakery Production Assistants		Current	Effective	Effective
Pre 02/26/2008		Wage	SFR	3/20/2016
	4500	\$ 10.35	\$ 10.35	\$ 10.35
	5000	\$ 10.68	\$ 10.68	\$ 10.68
	5500	\$ 11.01	\$ 11.01	\$ 11.01
	6000	\$ 11.35	\$ 11.35	\$ 11.35
	6500	\$ 11.68	\$ 11.68	\$ 11.68
	7000	\$ 12.01	\$ 12.01	\$ 12.01
	7500	\$ 13.20	\$ 13.20	\$ 13.20
	8000	\$ 13.47	\$ 13.47	\$ 13.47

	8500	\$ 13.74	\$ 13.74	\$ 13.74
	9000	\$ 14.01	\$ 14.01	\$ 14.01
	9500	\$ 14.28	\$ 14.28	\$ 14.28
	10000+	\$ 16.70	\$ 17.10	\$ 17.50

Bakery Production Assistants		Current	Effective	Effective
Post 02/26/2008	Post Rat 2015	Wage	SFR	3/20/2016
0		\$ 10.35		
160		\$ 10.55		
320		\$ 10.75		
500		\$ 10.95		
1000		\$ 11.05		
1500	0-500	\$ 11.25	\$ 11.65	\$ 11.65
2000	501-1000	\$ 11.50	\$ 11.75	\$ 11.75
2500	1001-1500	\$ 11.75	\$ 11.85	\$ 11.85
3000	1501-2000	\$ 12.00	\$ 12.00	\$ 12.00
3500	2001-2500	\$ 12.25	\$ 12.25	\$ 12.25
4000+	2501+	\$ 14.00	\$ 14.40	\$ 14.80

Pre- June 21st, 2003 Rates and Scales for Employees in Fort McMurray

General Clerk/Customer Service		Current	Effective	Effective
Pre 06/21/2003		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	\$ 16.62	\$ 16.62	\$ 16.62
8501	9000	\$ 17.14	\$ 17.14	\$ 17.14
9001	9500	\$ 17.66	\$ 17.66	\$ 17.66
9501	10000	\$ 18.18	\$ 18.18	\$ 18.18
	10000+	\$ 23.38	\$ 23.78	\$ 24.18

Head Cashier		Current	Effective	Effective
Pre 06/21/2003		Wage	SFR	3/20/2016
		\$ 24.38	\$ 24.78	\$ 25.18

Clerk Cashier/Bakery Sales		Current	Effective	Effective
Pre 06/21/2003		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	\$ 16.45	\$ 16.45	\$ 16.45
8501	9000	\$ 16.80	\$ 16.80	\$ 16.80
9001	9500	\$ 17.15	\$ 17.15	\$ 17.15
9501	10000	\$ 17.50	\$ 17.50	\$ 17.50
	10000+	\$ 22.55	\$ 22.95	\$ 23.35

Cake Decorators		Current	Effective	Effective
Pre 06/21/2003		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	\$ 16.46	\$ 16.46	\$ 16.46
8501	9000	\$ 16.82	\$ 16.82	\$ 16.82
9001	9500	\$ 17.18	\$ 17.18	\$ 17.18
9501	10000	\$ 17.54	\$ 17.54	\$ 17.54
	10000+	\$ 22.58	\$ 22.98	\$ 23.38

Journeyman Bakers		Current	Effective	Effective
Pre 06/21/2003		Wage	SFR	3/20/2016
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	\$ 18.30	\$ 18.30	\$ 18.30
8501	9000	\$ 18.50	\$ 18.50	\$ 18.50
9001	9500	\$ 18.70	\$ 18.70	\$ 18.70
9501	10000	\$ 18.90	\$ 18.90	\$ 18.90
	10000+	\$ 23.80	\$ 24.20	\$ 24.60

Lloydminster Meat Employees

Meat Cutters		Current	Effective	Effective
Pre 02/26/2008	Post 02/26/2008	Wage	SFR	3/20/2016
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		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.

	Current	Effective	Effective
	Wage	SFR	3/20/2016
1st Assistant Manager	\$ 28.25	\$ 29.05	\$ 29.85
2nd Assistant Manager	\$ 27.25	\$ 28.05	\$ 28.85
Produce Manager	\$ 25.72	\$ 26.52	\$ 27.32
Coffee Bar Operator	\$ 17.90	\$ 18.70	\$ 19.50
Bakery Manager	\$ 25.72	\$ 26.52	\$ 27.32
Meat Manager	\$ 27.32	\$ 28.12	\$ 28.92
Deli Manager	\$ 25.72	\$ 26.52	\$ 27.32
Fish Dept Manager	\$ 23.80	\$ 24.60	\$ 25.40
Chinese Kitchen Manager	\$ 23.80	\$ 24.60	\$ 25.40
Management Trainee	\$ 23.29	\$ 24.09	\$ 24.89
Assistant Produce Manager	\$ 23.79	\$ 24.59	\$ 25.39
Assistant Bakery Manager (Journeyman)	\$ 24.21	\$ 25.01	\$ 25.81
Assistant Bakery Manager (Non-journeyman)	\$ 23.96	\$ 24.76	\$ 25.56
Assistant Meat Manager	\$ 26.60	\$ 27.40	\$ 28.20
Assistant Deli Manager	\$ 22.70	\$ 23.50	\$ 24.30
Head Cashier	\$ 24.29	\$ 25.09	\$ 25.89
Head File Maintenance	\$ 23.29	\$ 24.09	\$ 24.89
Floral Operator	\$ 23.20	\$ 24.00	\$ 24.80
Variety Operator	\$ 23.45	\$ 24.25	\$ 25.05
Non Retail Pharmacy Assistant Supervisor	\$ 23.65	\$ 24.45	\$ 25.25
Non Retail Pharmacy Technician Supervisor	\$ 29.25	\$ 30.05	\$ 30.85

Post Ratification		Current	Effective	Effective
6/21/2003		Wage	SFR	3/20/2016
Management Trainee		\$ 21.70	\$ 22.50	\$ 23.30
Assistant Produce Manager		\$ 22.20	\$ 23.00	\$ 23.80
Head Cashier		\$ 22.70	\$ 23.50	\$ 24.30
Head File Maintenance		\$ 21.70	\$ 22.50	\$ 23.30

Register Pharmacy Technician		Current	Effective	Effective
		Wage	SFR	3/20/2016
	0-500	\$23.20	\$23.20	\$23.20
	501-1000	\$23.40	\$23.40	\$23.40
	1001-1500	\$23.60	\$23.60	\$23.60
	1501-2000	\$23.80	\$23.80	\$23.80
	2001-2500	\$24.00	\$24.00	\$24.00
	2501-3000	\$24.20	\$24.20	\$24.20
	3001-3500	\$24.65	\$24.65	\$24.65
	3501-4000	\$25.10	\$25.10	\$25.10
	4001-4500	\$25.55	\$25.55	\$25.55
	4501-5000	\$26.00	\$26.00	\$26.00
	5001+	\$28.00	\$28.40	\$28.80

For employees hired or rehired after the date of ratification as Sales/Service 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-	\$15.50

5999	
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: General Clerk, Customer Service, Clerk Cashier, Bakery Sales, Office Clerk, Health and Beauty Aid Clerk, Variety Clerk, Floral Clerk, Utility Clerk, all Employees in Hinton and Lloydminster (except Bakers & Meat Cutter) or a Courtesy Clerk promoted out of the Courtesy Clerk classification after June 21st, 2003.