

COLLECTIVE AGREEMENT

BETWEEN:

SOBEYS *CAPITAL INCORPORATED*
(Gas Bars)
herein referred to as "the Company"

- and -

UNITED FOOD AND COMMERCIAL WORKERS
CANADA UNION, LOCAL NO. 401
herein referred to as "the Union"

Renewal: September **3rd, 2022**

<u>Index</u>		
<u>Article</u>	<u>Description</u>	<u>Page</u>
Article 1	Purpose	5
Article 2	Nature of The Bargaining Unit	6
Article 3	Union Shop	6
Article 4	Deduction of Union Dues	7
Article 5	Recognition of Management's Rights	7
Article 6	Union Representatives Visits	8
Article 7	Probationary Period	9
Article 8	Hours of Work	9
Article 9	Overtime	13
Article 10	General Holidays	13
Article 11	Vacations	15
Article 12	Seniority	16
Article 13	Strikes, Slowdowns, and Lockouts	20
Article 14	Pricing, Stocking, and Replenishing	20
Article 15	Grievance Procedure	20
Article 16	Arbitration	22
Article 17	Team Co-ordinator	22
Article 18	Leaves of Absence	23
Article 19	General	27
Article 20	R.R.S.P.	29
Article 21	Bi-Weekly Pay and Direct Bank Deposit	31
Article 22	Amendments to this Agreement	31
Article 23	Health and Safety	31
Article 24	Expiration and Renewal	32
Appendix "A"	Wages and Job Classifications	34
	Letters of Understanding	38

[Click Here for Shareable Links](#)

<u>Alphabetical Index</u>		
<u>Description</u>	<u>Article</u>	<u>Page</u>
Amendments to this Agreement	22	31
Arbitration	16	22
BI-weekly Pay and Direct Bank Deposit	21	31
Call-In Time	8.06	11
Deduction of Union Dues	4	7
Discrimination / Intimidation	19.02	27
Expiration and Renewal	24	32
Family Leave	18.06	26
Form Letter	3.02	6
Funeral Leave	18.05	26
General	19	27
General Holidays	10	13
General Leaves of Absence	18.04	26
Grievance Procedure	15	20
Health and Safety	23	31
Hours of Work	8	9
Incentives	Appendix "A"	37
Joint Labour Management Committee	19.05	28
Leaves for Parents	18.03	24
Leaves of Absence	18	23
Lump Sums	Appendix "A"	35
Management Relief	17.02	23
Maternity Leave	18.03 (a)	24
Military Leave	18.07	27
Nature of the Bargaining Unit	2	6
Overtime	9	13
Parental / Adoption Leave	18.03 (b)	25
Part-time Health and Welfare Trust	20.03	30
Part-time Health and Welfare Trust	LOU #3	39
Paternity Leave	18.03 (c)	25
Person in Charge	17.01	23
Pricing, Stocking, and Replenishing	14	20
Probationary Period	7	9

Purpose	1	5
R.R.S.P.	20	29
R.T.O.'s (Request for Time Off)	12.05 (b)	18
Recognition of Management's Rights	5	7
Rest Periods	8.08	12
Return to Work Planning Meeting	LOU #4	39
Scheduled Time	8.06	11
Seniority	12	16
Seniority Dates for Employees Hired Prior to September 2nd, 2011	LOU #1	38
Signing Bonus	Appendix "A"	34
Strikes, Slowdowns, and Lockouts	13	20
Team Co-ordinator	17	22
Temporary Relief	12.07	19
Time Off Between Shifts	LOU #2	39
Time off for Union Business	18.02	24
Union Representatives Visits	6	8
Union Shop	3	6
United Food & Commercial Workers' Dental Care Plan	20.02	30
Vacations	11	15
Wage Scales	Appendix "A"	37
Wages and Job Classifications	Appendix "A"	34

IN THE MATTER OF A COLLECTIVE AGREEMENT

Between:

SOBEYS *CAPITAL INCORPORATED*

a body corporate carrying on business in the Province of Alberta, hereinafter referred to as “the Company”

And:

UNITED FOOD AND COMMERCIAL WORKERS CANADA UNION, LOCAL NO. 401, hereinafter referred to as “the Union”

Article 1 – Purpose

- 1.01 The Company and the Union have entered into this Agreement to record clearly the terms and conditions of employment at the Company’s Gas Bars to promote the mutual interests of the Company and its employees; to provide an amicable means of settling grievances and differences which may arise from time to time; and to establish the framework for working together as a team to achieve the most efficient operation of the Gas Bars and promote customer service.
- 1.02 Interpretation: In this Agreement the use of the word “he”, “him”, or “his” shall be understood to also include the feminine gender.

Article 2 – Nature of the Bargaining Unit

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of the Gas Bars, in the Province of Alberta, except for the Gas Bar Supervisor and persons above this rank.

There will be one **(1)** Collective Bargaining Agreement; however, each unit will operate independently.

Should one of the Gas Bar locations require an excluded on-site Management representative, the Union agrees to recognize one excluded position per location.

Article 3 – Union Shop

3.01 The Company agrees to retain in its employ within the bargaining unit, as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Company shall be free to hire or rehire new employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall be eligible for membership in the Union and shall make application on the official membership application form within ten (10) calendar days from date of hire or rehire and become members within thirty (30) calendar days.

3.02 Form Letter

The Company agrees to provide each new employee at the time of employment with a form letter, outlining to the employee his/her responsibilities in regard to Union membership, and to provide the Union, in writing, with the name and address of each employee to whom the letter was presented along with the employee's date of hire. The Union shall bear the expense of printing the letter, the

contents of which to be such that it is acceptable to the Company. The Company further agrees to provide the Union, once a month, with a list containing the names of all employees who have terminated their employment during the previous month.

Article 4 – Deduction of Union Dues

4.01 The Company agrees to deduct from the wages of the employee such Union dues and initiation fee as are authorized by regular and proper vote of the membership of the Union. The Company further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first paycheque(s). Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union within thirty (30) calendar days following the end of the Company's four (4) or five (5) weeks' accounting period and accompanied by a four (4) weeks or monthly IBM cartridge of the name, social insurance number, and store number of the employees for whom deductions were made and the amount of each deduction. Upon mutual agreement, the Company may submit the dues electronically in a manner acceptable to both parties.

Article 5 – Recognition of Management's Rights

5.01 The Union acknowledges that the Management of the Company including the right to plan, direct, and control operations of the Gas Bars and the products to be handled; the direction of the working force including to assign duties, promote, demote employees; to maintain order, and efficiency; to require employees to observe Company rules and regulations; to discipline employees including to suspend or discharge for proper cause, and

those matters requiring judgment as to competency of employees, is the sole right and function of the Company.

The parties agree that the foregoing enumeration of Management rights shall not be deemed to exclude all other recognized functions of Management not specifically covered in this Agreement.

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

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

Article 6 – Union Representatives Visits

6.01 Duly authorized full-time Representatives of the Union shall be entitled to visit the Gas Bar locations for the purpose of observing working conditions, interviewing members, and to ensure that the terms of the Agreement are being implemented.

The Company recognizes the right of the Union to appoint one (1) Shop Steward per Gas Bar location.

6.02 When an employee's work performance **or conduct**, is such that it may lead to discipline and/or discharge and is the subject of discussion between the employee and the Company, **the process for representation will be first, a Gas Bar Shop Steward, then a UFCW Local 401 Shop Steward, and finally if none are readily available an** employee of their choice shall be present.

Article 7 – Probationary Period

- 7.01 New employees shall be on probation for two hundred forty (240) hours worked. The Company, at their sole discretion, may discharge any probationary employee during the employee's probationary period and the Union shall have no recourse to the Grievance and Arbitration Articles of the Collective Agreement.

Article 8 – Hours of Work

- 8.01 The normal basic work week for full-time employees shall be forty (40) hours per week. Work days of four (4) hours to ten (10) hours may be scheduled by Management to a maximum of forty (40) hours in a week paid at regular rates of pay.

Part-time employees shall not be normally scheduled in excess of thirty-six (36) hours per week or five (5) days per week as required by Management in accordance with Article 12. Work days of four (4) hours to ten (10) hours paid at regular rates of pay may be scheduled by Management.

All hours worked will be consecutive with the exception of meal periods.

- 8.02 The Company shall post a weekly schedule no later than twelve (12:00 p.m.) noon Saturday of each week for the following two (2) week period.

Employees shall co-operate in covering required hours of business, including rotating shifts, due to the limited number of persons in a work team at each Gas Bar. The Company has the right to call in other part-time

employees not previously scheduled to work, if required by the business.

- 8.03 Employees shall record their own time at work including the time they start and finish work and the time they commence and return from meal periods on either time sheets, by means of a time clock or other time reporting system as designated by the Company. Any employee found to not accurately record their time worked will be subject to discipline.

Completed time and attendance reports for the previous four (4) weeks will be made available for inspection by the Union for purpose of checking the proper recording and payment of time worked on a weekly basis. In the event of investigations into trends and patterns of hours worked, the four (4) week limit will not apply.

- 8.04 The schedule of hours for the week or scheduled work period may be changed without notice in the event of unscheduled absence of employees, or as may be required by Management, or in the event of emergencies such as storm, flood, breakdown of equipment, hazardous conditions, or other instances of force majeure. Such notice shall be given as far in advance as practicable by Management.

In all other cases, at least forty-eight (48) hours notice of any change must be given, or the employee is not obligated to accept the change.

It shall be the Company's responsibility to notify all employees affected by a change in their schedule.

- 8.05 Should an employee be required to work in excess of his/her scheduled hours due to an unscheduled absence of employees, unexpected business requirements, or an

emergency, or as may be required on occasion by Management, such employee shall not work in excess of forty (40) hours in a week at the employee's regular rate of pay.

Notwithstanding Article 8.01, Management may designate a part-time employee at its discretion to work in excess of thirty-six (36) hours in a week for the efficient operation of the business but in no circumstance shall an employee work in excess of forty (40) hours in a week at the employee's regular rate of pay.

8.06 Call-In Time

Employees called in and who report to work, if required to work less than three (3) hours, shall receive three (3) hours pay at their regular rate. It is understood that call-ins will be offered by seniority provided the employee has the necessary skill and ability to perform the required work.

Scheduled Time

Employees scheduled and who report to work, if required to work less than four (4) hours, shall receive four (4) hours pay at their regular rate.

Required employee meetings shall be exempt from the above and in any event the employee shall not be reimbursed for more than one (1) hour at his/her regular hourly rate of pay.

8.07 When an employee is unable to take their break as a result of working with an untrained retail store employee, he/she shall be compensated for their break at the applicable straight time or overtime rate.

In all other events where an employee may not receive their break, he/she will communicate the matter with their Store Manager or their designate and if the Store Manager or designate is unable to arrange for relief, the employee will be compensated for their break at the applicable straight time or overtime rate.

It is understood that the above does not allow employees to refuse to take their breaks and that employees should make every effort to take their breaks.

8.08 Rest Periods

- (i) An employee working a shift of four (4) hours will have one (1) paid rest period not to exceed fifteen (15) minutes.
- (ii) A daily shift of more than seven (7) hours, will have two (2) paid rest periods of fifteen (15) minutes duration each which may be scheduled as follows, if mutually agreeable:
 - (1) Combine the two (2) rest periods at mid-shift;
 - (2) Two (2) rest periods as per usual practice with a half (1/2) hour for lunch break unpaid.
- (iii) A daily shift of more than nine (9) hours will have one (1) additional paid rest period of ten (10) minutes duration.
- (iv) Meal and rest periods will be uninterrupted.

8.09 Sunday shall be considered the first day of the week for payroll purposes.

Article 9 – Overtime

- 9.01 Overtime shall be paid at **time** and one half (1 1/2 X) times the employee's regular hourly rate of pay.
- 9.02 All time worked in excess of ten (10) hours on one (1) shift or, in the event as may be required and authorized by Management, in excess of forty (40) hours in one (1) week, the employee shall be paid at time and one half (1 1/2 X) their regular hourly rate for such time worked.
- 9.03 Overtime shall be offered to the most senior employee on the shift providing the employee has the ability and skill to perform the required overtime work. If the senior employees do not wish to accept overtime, Management shall have the right to assign such work by reverse seniority to employees who have the necessary ability and skill and who are at work at the time. It is understood by the Union and employees that overtime call-ins or scheduled overtime will be offered by seniority to all employees in accordance with their availability. If the senior employees do not wish to accept the overtime, Management shall have the right to assign such work by reverse seniority to employees who have the necessary ability and skill.

Article 10 – General Holidays

- 10.01 The observance of General Holidays and compensation for employees for General Holidays shall be based on the average hours worked in the previous four (4) weeks, providing the employee has worked at least fifteen (15) days in the last thirty (30) calendar days. The General Holidays observed shall be:

New Year's Day	Family Day
Good Friday	Canada Day
Victoria Day	Labour Day
Thanksgiving Day	Christmas Day
Remembrance Day	Boxing Day
Heritage Day (1 st Monday in August)	

Employees required to work on a General Holiday listed above shall be compensated at the rate of time and one half (1 1/2 X) their hourly rate for each hour worked.

Due to the nature of the business and the proper staffing of the facility, a part-time employee may work up to forty (40) hours, at regular rate during the week preceding a General Holiday and during the week of the General Holiday, as may be required by Management.

10.02 Payment for General Holidays shall be calculated on regular hours worked on average in the four (4) weeks preceding the week in which the General Holiday occurs and paid to the employee at this regular hourly rate of pay as follows:

- Thirty-two (32) regular hours worked – eight (8) hours' pay.
- Twenty (20) regular hours worked but less than thirty-two (32) hours – five and a half (5 1/2) hours' pay.
- Ten (10) regular hours worked but less than twenty (20) hours – three (3) hours' pay.

10.03 It is understood that all employees may be scheduled on General Holidays on a rotating basis and the employees agree to co-operate. No employee will unreasonably restrict their accessibility on General Holidays.

Article 11 – Vacations

11.01 Full-time employees shall receive the following vacations:

After one (1) year of full-time service by April 1st – two (2) weeks;

Five (5) years of full-time service by April 1st – three (3) weeks subject to the Employment Standards of the Province of Alberta.

Part-time employees will receive vacation pay allowance based on their previous year's wages earned January 1st to December 31st, and paid to them during the month of February as follows:

One (1) year of service – four (4%) percent;
Five (5) years of service – six (6%) percent.

Notwithstanding the foregoing, where an employee's absence due to occupational or non-occupational accident, sickness, or unpaid leave of absence, extends beyond thirty-one (31) consecutive days in a year he/she shall have his/her vacation pay reduced on a pro-rated basis in the subsequent vacation year.

11.02 *The Company will post a vacation planner on January 1st of each year. Employees shall be listed on the planner in accordance with their seniority. The pick order for vacation selection shall be as follows:*

- 1. *Gas Bar Operator***
- 2. *Team Coordinator***
- 3. *Full-time Employee(s)***
- 4. *Part-time employee(s)***

Employees shall submit their vacation preference for Management approval prior to February 15th. The Company will make the final determination of assigned dates based on existing conditions, and post a completed vacation planner for employees by March 1st.

All other unscheduled vacation requests will be approved at the Company's discretion.

No weeks will be blacked out.

Article 12 – Seniority

- 12.01 Full-time employees are considered to be senior to part-time employees for all aspects of the Collective Agreement.
- 12.02 Seniority for all employees shall be defined as length of continuous service with the Company from the employee's most recent date of hire in each specific Gas Bar location.
- 12.03 When two (2) or more employees are hired on the same date, their seniority shall be determined by alphabetical order of surname at date of hire.

In addition, where there are two (2) or more employees whose name begins with the same letter, the next letter will be used. Where the last names are the same, the first name of the employee will be used.

- 12.04 A seniority list will be forwarded to the Union in January and July of each year.

12.05 The Company reserves the right to schedule hours of Gas Bar operations, employee hours of work, rest periods, meal periods, and overtime work, subject to the following provisions:

- (a) In the ordinary course of business, the order of scheduling employees will be:
 - (i) Team Co-ordinator.
 - (ii) Full-time employees to the extent of their basic workweek.
 - (iii) Unrestricted part-time employees.
 - (iv) Restricted part-time employees.

Unrestricted part-time employees will be scheduled before restricted part-time employees (i.e. when possible, unrestricted part-time employees will be scheduled to work more hours than a restricted employee insofar as this is consistent with their availability and willingness to perform the work).

“Unrestricted Part-time Employee” means a part-time employee who is available to work any shift in the Gas Bar three (3) days per week, Monday to Friday, plus Saturday, Sunday, and General Holidays.

Restricted part-time employees hired prior to September 2nd, 2011 must be available anytime on Sundays.

Restricted part-time employees hired after September 2nd, 2011 must be available anytime on Saturdays and Sundays.

Part-time employees will be required to work according to their most recent declaration of availability. Part-time employees can change their availability **four (4)** times per year, but cannot further limit their availability between November 15th and the end of the year.

Changes in availability must be submitted two (2) weeks prior to the Sunday of the week of the effective date of change.

- (b) Subject to operational needs, all shifts will be fairly rotated on a weekly basis.

There shall be an interval of not less than eight (8) hours off between scheduled shifts for all employees. An employee who is not allowed eight (8) hours off between scheduled shifts shall be paid the rate of time and one half (1 1/2 X) for time worked prior to the expiry of the eight (8) hour interval.

Employees shall not be scheduled to work more than seven (7) consecutive days unless otherwise mutually agreed to by Management and the employee.

R.T.O.'s (Request for Time Off)

Employees who have a specific request for time off shall inform the Company in writing of the specific days that they are requesting by Wednesday prior to the schedule being posted. Subject to operational needs, requests will not be unreasonably denied.

12.06 To enhance the Company's ability to develop staff to assist in the efficient staffing of each Gas Bar, Management may designate an individual on the basis of their merit as determined by Management for:

- (1) Relief of Management personnel; and
- (2) When not relieving such designated employee shall be assigned hours equal to but not more than the senior unrestricted part-time employee at the Gas Bar.

12.07 Temporary Relief

Scheduled shifts and call-ins should be filled in order of seniority within each Gas Bar. Overtime cannot be avoided by calling in employees from other Gas Bars or Retail Stores at regular time, except as provided below.

Where additional shifts are available that cannot be filled, the Company may transfer an employee between Gas Bars to provide relief and additional help after all employees within that Gas Bar with the necessary skill and ability have been given the opportunity to work the available shifts.

The Company will limit the use of retail personnel to relieve a Gas Bar employee to emergency situations and unusual personal circumstances. The Company agrees that while a retail store employee operates a Gas Bar, that employee shall be covered in every respect by the terms of the Collective Bargaining Agreement covering retail store employees.

The above will not prevent the use of Gas Bar Operators for the purpose of relief.

12.08 It is agreed that each specific Gas Bar location shall be considered a separate entity for all purposes in connection with the administration of this Agreement, employment seniority, and for the purposes of The Labour Relations Code and The Employment Standards Code of the Province of Alberta.

Article 13 – Strikes, Slowdowns, and Lockouts

13.01 There shall be no strikes, slowdowns, or lockouts by the parties to this Agreement during the term of the Agreement.

Article 14 – Pricing, Stocking, and Replenishing

14.01 Rack jobbers, suppliers, sales drivers, and product demonstrators involved in stocking, replenishing, making displays, removing unusable product, and promoting product shall be exempt from Article 2 – Nature of the Bargaining Unit.

Article 15 – Grievance Procedure

- 15.01 (a) Any complaint, disagreement, or difference of opinion between the Company and the Union or the employees covered by the Agreement which concerns the interpretations, application, operation, or alleged violation of the terms and provisions of this Agreement shall be considered as a grievance.
- (b) Any employee, the Union, or the Company may present a grievance. Any grievance which is not presented within fourteen (14) calendar days following the event giving rise to such grievance

(except by errors in respect to the employee's compensation which must be presented in writing within fourteen (14) days of the employee becoming aware of the event giving rise to such grievance), or within ten (10) days of the last day worked in the case of a dismissal, shall be forfeited and waived by the aggrieved party. Time limits may be extended by mutual agreement with written confirmation.

(c) All grievances, except those submitted by the employee to his/her immediate superior or to the Union, shall be submitted in writing and set forth, clearly, the issues and contentions of the aggrieved party; the Company shall then reply, in writing, to the Union's letter, setting forth their answer to the points raised by the Union in its grievance.

(d) The procedure for adjustment of grievances and disputes by an employee shall be as follows:

1st Step: By a discussion between the employee and the Shop Steward or Union Representative and employee's immediate superior and/or Store Manager. If a satisfactory settlement cannot be reached then:

2nd Step: The Union Representative(s) may submit a written grievance and take up the matter with the Company's official designated by the Company to handle labour relations.

If a satisfactory settlement can not be reached, the matter may then be referred to Arbitration. A referral to arbitration will not be made until both parties have had a grievance meeting or conference call on the matter. A grievance meeting will be held within thirty (30) days of the request of either party.

Article 16 – Arbitration

16.01 All grievances that cannot be settled by the Representative of the Company and the Union in accordance with Article 15 may be submitted to a single arbitrator as set out below.

The single arbitrator shall be mutually agreed upon by the Union and the Company. 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 Arbitrator shall not be vested with the power to change, alter, or modify any of the terms of this agreement.

No person shall serve as an Arbitrator if he/she is involved or directly interested in the grievance.

The decisions of the Arbitrator shall be binding and enforceable to all parties.

It is agreed that the expenses of the Arbitrator shall be borne equally by both the Union and the Company.

Article 17 – Team Co-ordinator

17.01 Team Co-ordinator

A Team Co-ordinator will be appointed in all Gas Bars. In Management's sole discretion, such employee will be appointed. Where a Team Co-ordinator has not been appointed, Management will assign an employee on a temporary basis to perform the duties of an acting Team Co-ordinator and pay them at the applicable rate of pay.

Person In Charge

In Management's sole discretion, an employee may be appointed as determined by Management as Person-in-Charge on a shift. A premium of fifty (\$0.50) cents per hour for all regular hours shall be paid to an employee so appointed on a shift in excess of two (2) hours when the Fuel Station Operator or Team Co-ordinator is not on the shift.

17.02 Management Relief

An employee assigned to relieve the Gas Bar Operator for greater than three (3) days in a calendar week or more shall receive fifty (\$0.50) cents per hour in addition to his/her regular hourly rate of pay for all time so designated by the Company. The premium will be paid to a maximum of one (1) employee at any time.

An employee assigned to relieve the Gas Bar Operator for three (3) weeks or more shall receive two (\$2.00) dollars per hour in addition to his/her regular hourly rate of pay for all time so designated by the Company. This premium will take effect at the beginning of the third (3rd) week. The premium will be paid to a maximum of one (1) employee at any time.

Article 18 – Leaves of Absence

18.01 Occasionally an employee may request a leave of absence. Such requests should be in writing and presented to the person who prepares the work schedule. All leaves of absence will be without pay and benefits.

Consideration will be given taking into account, for example, the efficient operation of the business, the frequency of previous leaves, and the impact of the work team.

18.02 Time off for Union Business

The Company agrees to allow time off work, without pay, provided there are satisfactory replacement employees available, for delegates elected or selected to attend seminars, Union conventions, and Union business. The Union will give the Company at least two (2) weeks notice.

Time spent on Union business for employees, where the Company is reimbursed by the Union, shall be considered as time worked.

18.03 Leaves for Parents

(a) Maternity Leave

Employees shall request a leave of absence without pay up to a maximum of **sixteen (16)** weeks because of pregnancy. Such request will be granted, provided the employee submits to her Company a request, in writing, for such leave at least **six (6)** weeks prior to the date she intends to commence such leave, together with a certificate from a qualified medical practitioner, certifying that she is pregnant and indicating the estimated date of confinement. Such leave may, at her discretion, commence **thirteen (13)** weeks or more (depending on medical requirements) prior to confinement and the period, if any, between the date of confinement mentioned in the certificate and the actual date.

The employee, when returning to work at the end of her leave (maternity or parental leave) shall give the Company **four (4)** weeks notice of date of return and submit a certificate from her doctor, indicating that her resumption in employment will not, in his/her opinion, endanger her health.

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

(b) Parental/Adoption Leave

An employee may request a parental or adoption leave of absence without pay for the care and custody of a newborn child or an adoptive child under the law of the Province. Such leave of absence will be to a maximum of **sixty-two (62)** weeks. Further, such leave of absence shall be granted provided the employee requests the leave in writing at least **six (6)** weeks before the date specified in the application as the date the employee intends to commence the leave. The leave will be taken during the first **seventy-eight (78)** weeks after the birth of the child or, in the case of an adoption, after the child comes into the custody of the employee.

The employee, when returning to work, shall give the Company **four (4)** weeks notice of return to work.

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

(c) Paternity Leave

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

18.04 General Leaves of Absence

The Company understands that employees may need to take an unpaid leave of absence to deal with matters of a personal nature. Requests for leaves of absence will be dealt with on an individual basis. It is understood that no leaves will be unreasonably denied.

18.05 Funeral Leave

In the event of death in the immediate family of an employee, the employee will be granted leave of absence without 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 Company. The term "immediate family" shall mean: spouse, parent/step parent, child/step 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. At the request of the employee, if operationally feasible, the Company will endeavour to amend the schedule to allow the employee to make up any lost time.

18.06 Family Leave

An employee who has been employed for at least thirty (30) days is entitled to up to five (5) days of unpaid leave during each calendar year to meet responsibilities related to:

- (a) The care, health, or education of a child in the employee's care or,
- (b) The care or health of any member of the employee's immediate family.

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

18.07 Military Leave

An employee who is a member of the Canadian Armed Forces and who is called to active duty will be granted a leave of absence.

Article 19 – General

19.01 The Company agrees that during the term of this Agreement it will provide special clothing such as raincoats, parkas, gloves, and snow pants in appropriate sizes and in accordance with past practice.

19.02 Discrimination/Intimidation

Employees will not be subject to intimidation by the Management as a result of exercising their legitimate rights under the Collective Agreement.

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

The Company and the Union endorse the principles contained in the Alberta Human Rights Act.

19.03 During the hours in which a Gas Bar is open to the public for business, there will be two (2) employees scheduled to work at all times.

Where there are two (2) employees on shift, no employee will be required to work alone in excess of one (1) hour at any given time.

Where due to the absence of staff, an employee is working alone, the Company will endeavour to fill the vacant shift as soon as possible as per Article 12.07 – Temporary Relief.

19.04 For employees hired after December 13th, 2015 the Company will provide uniform shirts at the time of hire on the following basis:

(a) Two (2) shirts to full-time and part-time employees.

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

Any additional shirts required by the employee can be purchased from the Company.

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

19.05 Joint Labour Management Committee

The Company and the Union agree to establish a Joint Labour Management Committee (J.L.M.); unless otherwise mutually agreed to by Management and the

Union to meet not more than four (4X) times per year to discuss any items that are of concern, including health and safety, to either party arising out of the operation of the facilities covered by the Collective Agreement.

The Joint Labour Management Committee shall be comprised of a representative of the Labour Relations Department or Human Resources Department, up to four (4) Store Managers and/or Gas Bar Operator, on behalf of the Company, and Union members consisting of up to four (4) people, as chosen by the Union, representing Gas Bars from various locations and at least one (1) full-time representative of the Union.

Either party will advise the other when they wish to hold a Joint Labour Management Meeting. The parties agree that they will meet as soon as conveniently possible and each party will advise the others three (3) days in advance of any scheduled meeting of the items it wishes to be placed on the agenda for that meeting. The foregoing will not preclude either party from raising issues which were omitted from the agenda.

19.06 All employees to be paid the normal Company established rate per kilometre.

Article 20 – R.R.S.P.

20.01 **An** employee who has worked for three thousand one (3001) hours shall be eligible to qualify for a maximum R.R.S.P. contribution payment by the Company of one and one half (1.50%) percent of the employee's annual gross earnings. To qualify, an employee must contribute to an R.R.S.P. fund and verify payment to the Company prior to February 1st, the amount paid to an R.R.S.P. fund at a financial institution. The Company will match the

employee's contribution which in no event will exceed a maximum contribution of one and one half (1.50%) percent of the employee's gross earnings in the previous calendar year. Such opportunity will be deemed waived if not exercised by February 1st of the following calendar year.

20.02 United Food & Commercial Workers' Dental Care Plan

Effective December 13th, 2015, the Company shall make contributions to the United Food and Commercial Workers Dental Care Plan of forty-three (\$0.43) cents per hour for each regular hour worked or paid, paid vacations and General Holidays to the maximum of the basic work week.

20.03 Part-Time Health and Welfare Trust

The Company will agree to participate in the Safeway UFCW Part-Time Health and Welfare Trust Fund for all employees of the Gas Bars and shall make contributions to the fund in the amount of twenty (\$0.20) cents per hour effective December 13th, 2015, for each regular hour worked or paid sick pay (not including Weekly Indemnity), paid vacations and General Holidays to the maximum of the basic work week.

This plan is to include full-time employees as well as part-time employees.

Article 21 – Bi-Weekly Pay and Direct Bank Deposit

21.01 There shall be regular weekly pay by direct deposit and each employee shall be provided with an electronic statement of earnings and deductions for the pay period covered.

Notwithstanding the foregoing, effective Sunday after ratification and upon four (4) weeks' notice to the Union and the employees, the Company may introduce a bi-weekly system of pay.

Article 22 – Amendments to this Agreement

22.01 The Company and the Union agree that during the duration of this Collective Bargaining Agreement, the parties can amend this Agreement by mutual agreement.

Article 23 – Health and Safety

23.01 The Company, the Union, and the employees mutually agree to cooperate in maintaining and improving safe working conditions in all of the Company's Gas Bars.

The Company agrees to insure, as far as is reasonably practical to do so, the health and safety of the employees in all of the Gas Bars and address health and safety hazards that arise in the workplace. Employees agree to work in a safe manner respecting all safety rules and using equipment provided.

The Union or any employee may bring to the attention of the Company any Health and Safety concerns.

In accordance with past practice, the Company and the Union agree to meet up to a maximum of four (4) time per year to discuss issues related to Health and Safety in the Gas Bar. These meetings will be scheduled at the request of either party.

The Company will comply with the provisions of the Alberta Occupational Health and Safety Act.

Article 24 – Expiration and Renewal

24.01 This Agreement shall be effective from **September 9th, 2018**, and shall remain in force until **September 3rd, 2022**, 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:

- (i) The Union serves notice of strike in accordance with the Alberta Labour Relations Code.
- (ii) The Company serves notice of lockout in accordance with the Alberta Labour Relations Code.

Signed this _____ day of _____, 20____.

For the Company:

For the Union:

Company Committee:

Paul van Steenbergen
Sean Naldrett
Morgyn Ahrens
John Conway
Patrick Leese
Lana Sheen

Bargaining Committee:

Lori Macumber
Rosalie Zinck
Lorraine Hildebrant
Karen Thompson
Larry Zima
Sandy Harmeson
Al Olinek

This Agreement was ratified on ***September 30th, 2019.***

Appendix “A” – Wages and Job Classifications

Signing Bonus:

All active employees who were on the payroll of the Company as of the date of ratification (September 30th, 2019) shall receive the following lump sum payment less statutory deductions:

Employees at top rate: \$1000

Employees at less than top rate averaging 32 hrs+ worked per week in the 52 weeks immediately preceding the payment: \$700

Employees at less than top rate averaging 24 to 31.99 hours worked per week in the 52 weeks immediately preceding the payment: \$500

Employees at less than top rate averaging between 0 to 23.99 hours worked per week in the 52 weeks immediately preceding the payment: \$300

The signing bonus shall be paid to all active employees within thirty (30) calendar days from the date of ratification.

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. Employees on a bona fide leave shall receive their signing bonus upon their return to work.

Lump Sums:

All active employees who were on the payroll of the Company as of the date of ratification shall receive the following lump sum payment less statutory deductions:

Year 2 (Effective September 6th, 2020):

Employees at top rate: \$500

Employees at less than top rate averaging 32 hrs+ worked per week in the 52 weeks immediately preceding the payment: \$350

Employees at less than top rate averaging 24 to 31.99 hours worked per week in the 52 weeks immediately preceding the payment: \$250

Employees at less than top rate averaging between 0 to 23.99 hours worked per week in the 52 weeks immediately preceding the payment: \$150

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. Employees on a bona fide leave shall receive their lump sum upon their return to work.

Year 3 (Effective September 5th, 2021):

Employees at top rate: \$600

Employees at less than top rate averaging 32 hrs+ worked per week in the 52 weeks immediately preceding the payment: \$450

Employees at less than top rate averaging 24 to 31.99 hours worked per week in the 52 weeks immediately preceding the payment: \$375

Employees at less than top rate averaging between 0 to 23.99 hours worked per week in the 52 weeks immediately preceding the payment: \$275

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. Employees on a bona fide leave shall receive their lump sum upon their return to work.

Wage Scales

Service Technician		
0	500	\$15.05
501	1000	\$15.05
1001	1500	\$15.10
1501	2000	\$15.10
2001	2500	\$15.15
2501	3000	\$15.20
3001	3500	\$15.25
3501	4000	\$15.30
4001	4500	\$15.35
4501	5000	\$15.40
5001+		\$15.75

Team Coordinator		
0	500	Service Tech + \$0.70
501	1000	Service Tech + \$0.70
1001	1500	Service Tech + \$0.70
1501	2000	Service Tech + \$0.70
2001	2500	Service Tech + \$0.70
2501	3000	Service Tech + \$0.70
3001	3500	Service Tech + \$0.70
3501	4000	Service Tech + \$0.70
4001	4500	Service Tech + \$0.70
4501	5000	Service Tech + \$0.70
5001+		Service Tech + \$0.70

Incentives

The parties agree that Appendix "A" does not prevent the implementation of additional premiums or other incentives as determined by the Company from time to time. Where it is necessary for the Company to hire at a rate greater than the rate posted in Appendix "A" due to labour market conditions, the newly hired employees will be credited with the corresponding number of career hours to their assigned rate.

Letters of Understanding

Between: Sobeys ***Capital Incorporated***, a body corporate carrying on business in the Province of Alberta, hereinafter referred to as “the Company”;

And: United Food and Commercial Workers Canada Union, Local No. 401, hereinafter referred to as “the Union”.

Letter of Understanding #1 - Seniority Dates for employees hired prior to September 2nd, 2011

Thirty (30) days following the date of ratification (September 2nd, 2011), the Company will total all hours worked by employees employed at the date of ratification (September 2nd, 2011). The Company will post a seniority report in each Gas Bar location and provide a list of the new seniority dates to the Union within two (2) weeks. Should there be a dispute over the seniority dates the Union and the Company agree to discuss and resolve the matter within two (2) weeks of posting. It is understood that the generated seniority dates cannot predate the date of hire.

To determine new seniority dates, the following formula will be used:

Total hours worked /40 hour workweek x 7 days = number of days. The total number of days will be subtracted from the date of ratification (September 2nd, 2011) to calculate the new seniority date.

(For example, $(2080/40) \times 7 = 364$ days. September 2nd, 2011 date of ratification would result in a September 3rd, 2010 seniority date).

Letter of Understanding #2 – Time Off Between Shifts

Upon written request from an employee, the Company will endeavour to provide ten (10) hours between shifts subject to the scheduling and operational needs of the Gas Bar.

Letter of Understanding #3 – Part-Time Health and Welfare Trust

Effective Sunday Following Ratification (October 6th, 2019), the Company will not contribute to the Part-Time Health and Welfare Trust (Article 20.03) for the life of the Collective Agreement (September 3rd, 2022).

Letter of Understanding #4 – Return to Work Planning Meeting

The Company will notify the Union with reasonable notice when an employee has been off and unable to perform their regular duties, and there will be a “Return to work planning meeting”.

Signed this _____ day of _____, 20____.

For the Company:

For the Union:

Company Committee:

Bargaining Committee:

Paul van Steenbergen

Sean Naldrett

Morgyn Ahrens

John Conway

Patrick Leese

Lana Sheen

Lori Macumber

Rosalie Zinck

Lorraine Hildebrant

Karen Thompson

Larry Zima

Sandy Harmeson

Al Olinek

This Agreement was ratified on ***September 30th, 2019.***