

IN THE MATTER OF A COLLECTIVE AGREEMENT

BETWEEN: SOBEYS CAPITAL INCORPORATED - EDMONTON RETAIL
SUPPORT CENTRE

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

The following proposals are without prejudice to any past, current or future application or interpretation of the Collective Agreement.

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

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

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

(c) 10 Hour Work Days

- (i) As an exception to the above, the basic work week for full-time employees working ten (10) hour days covered by this Agreement shall be forty (40) hours consisting of four (4) ten (10) hour shifts.

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

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

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

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

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

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

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

5.3

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

5.8 When an employee is required to work **two (2) hours** ~~forty-five (45) minutes~~ or more of overtime, the employee shall receive a paid rest period at the commencement of the overtime, i.e.:

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

5.11 The maximum basic work week for part-time employees shall be up to eight (8) hours per day or forty (40) hours per week except as provided by Article 5.1(b). All hours worked in excess of the foregoing shall be considered overtime and paid for as per Articles 5.2, 5.3, 5.4, and 5.5. Part-time employees shall not be scheduled less than four (4) hours on any given day. Part-time employees shall be allowed ten (10) hours between shifts as per Article 5.9.

~~All hours worked on the sixth (6th) and seventh (7th) day of any given week will be considered overtime and paid at the established rate.~~

It is understood that if an employee is absent without approved leave or has taken **paid or** unpaid sick time, the above noted overtime rates will not apply. ~~In cases where the employee has been paid for a partial sick day, the employee working an overtime day will work the balance of time from their unpaid sick day at straight time and then work the remaining of the overtime day at the applicable overtime rate. For example: If an employee was paid six (6) hours of sick time and had two (2) hours of unpaid sick time, the employee working on their second day of rest would work the first two (2) hours at straight time and the remainder of the shift would be paid at double (2X) time.~~

- 5.13
- (a) The shift schedule for part-time employees shall be posted by 11:00 p.m. Saturday of the previous week in which the schedule is to take effect, and forty-eight (48) hours' notice of change is required except in the case of emergencies.
 - (b) In the event that a part-time employee reports to work and there is less than four (4) hours' work available, he/she will be paid four (4) hours' pay unless the employee elects to leave prior to the end of the four (4) hours.
 - (c) Part-time employees will be required to declare their availability for scheduled shifts (on an Availability Form) upon being hired and will be required to be available at least one (1) eight (8) hour shift on every weekend (Friday midnight to Sunday midnight).
 - (d) Available hours within the classification will be scheduled by seniority to the unrestricted part-time employees first and then by seniority to the restricted part-time employees.
 - (e)
 - (i) When the Company requires additional employees to work, it will call in **unrestricted** part-time employees in order of seniority. ~~regardless of their restrictions.~~ **If there are still available hours once the unrestricted part-time employees have been canvassed, the Company will canvass the restricted part-time employees by seniority.**
 - ~~(ii) When call-ins occur repeatedly on day, afternoon, and night shifts on the same days, the Company will schedule these hours.~~
 - (f) Any part-time employee can change his/her availability four (4X) times per year by obtaining a new Availability Form from his/her Supervisor and submitting it. **Employees are unable to further restrict their availability after November 1 of each year.** ~~prior to the following effective dates:~~
 - ~~(i) Two (2) full scheduling weeks prior to the first (1st), second (2nd), or third (3rd) Sunday in January;~~
 - ~~(ii) Two (2) full scheduling weeks prior to the last Sunday in August or the first (1st) or second (2nd) Sunday in September;~~

~~(iii) Two (2) other times per year as requested by the employee with proper notice of two (2) full scheduling weeks.~~

- (g) A part-time employee who fails to provide the Company with a completed Availability Form prior to the above dates will be scheduled according to his/her previous Availability Form
- (h) Employees hired after DOR will be required to be available for a minimum of three (3) shifts during the week, with at least one (1) shift occurring on the weekend.**
- ~~(h)~~(i) The Company will indicate on the posted schedules all employees who have restricted their availability.
- ~~(i)~~(j) The Company will allow the Union to review and photocopy completed Availability Forms upon request.

- 8.2 (a) Employees entitled to five (5) weeks of vacation or more will be able to pick up to three (3) weeks of vacation during the months of April, May, June, July, August, and September. All other employees will be able to pick two (2) weeks of vacation that shall be granted during the months of April, May, June, July, August, and September unless otherwise mutually agreed to between the Company and the employee.
- (b) Vacation will be administered by providing each employee within the department a choice of two (2) consecutive weeks of vacation on the basis of seniority.
- (c) Any additional vacation entitlement will be chosen on the same basis of seniority only after all employees have made their first choice.
- (d) Vacation planners will be posted by December 1st of the preceding year. All employees within each vacation planner grouping must submit their first ~~two (2) week~~ vacation choice by December 31st. **For the first vacation choice employees with five (5) weeks of vacation entitlement or more shall be entitled to choose three (3) weeks of vacation in the first round. Employees with less than five (5) weeks of vacation entitlement shall be entitled to choose two (2) weeks of vacation in the first round.** The next ~~two (2) week~~ vacation choice must be submitted between January 8th and January 21st. ~~The third choice must be submitted between January 28th and February 14th.~~ The results of each round will be posted before the next round commences and the final vacation planner will be posted no later than February 28th. Employees may use one (1) week of vacation entitlement to book single vacation days but not until **after** the ~~third~~ **second** round of picking.

After December 1st, employees must indicate their choice within twenty-four (24) hours of being canvassed by the Company.

After December 1st, those employees who fail to make their picks during the allotted time will be by-passed until such time as the employee chooses to make their selection and will only be able to pick vacation from the remaining available weeks.

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

- (e) All employees shall have their vacation entitlement selected by February 14th. If an employee does not have their vacation entitlement submitted by February 14th, the Company will schedule any and all outstanding weeks of entitlement. It is understood that the one (1) week of single day entitlement does not need to be scheduled by February 14th, but must be chosen by September 15th. The Company may schedule any single vacation days not chosen by September 15th.
- (f) Part-time employees shall receive their vacation pay bi-weekly with their regular pay.
- (g) To ensure application of the above, employees must have completed their vacation selection by the dates indicated above or will lose seniority for the purposes of that vacation selection.
- (h) Subject to the above, it is agreed that with a minimum of two (2) weeks' notice and after the finalized vacation planner is posted, employees may move their vacation weeks on a first come basis to an alternate available week.
- (i) An employee who returns to work from an approved leave of absence after the vacation selection period set out in Article 8.2(d) will have the ability to request his/her vacation entitlement from any remaining available dates for vacation allocation within two (2) weeks of his/her return. Any employee on an approved leave may submit their request for vacation prior to the posting of the vacation planners. Should the request not be available the Supervisor will contact the employee and advise them. The employee must respond within twenty-four (24) hours to make their alternate choice.

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

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

- 9.1 When a paid holiday occurs during an employee's vacation, an extra day of vacation ~~shall~~ **may** be granted if the holiday is one which the employee would have received had the employee been working.
- 9.2 **Subject to operational requirements,** ~~¶~~the extra day may be taken at the beginning or the end of the employee's vacation, or taken at another time altogether. ~~In any case,~~ **If the day cannot** ~~the day must~~ be booked in accordance with the procedures in Article 8.2(d), either as a single day, **after the second** ~~during the third~~ round of picking or as part of another full week of vacation. **then the extra day will be paid out during the pay cycle following the week of vacation in which the holiday occurred.** For employees with five (5) or more weeks of vacation, the day may also be booked on the first-come basis described in Article 8.2(e).

10.2 Employees within the department, who are regularly scheduled on the day of the holiday, shall be offered the ability to request the holiday off. The request must be submitted by the Saturday prior to the statutory holiday schedule being posted and time off will be provided by seniority, within the department, to those regularly performing the work, subject to operational needs.

The Company will post the statutory holiday schedule, two (2) weeks in advance. All other schedules will continue to be posted as per Article 5.9 and 5.12.

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

10.4

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

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

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

~~11.2 ————— A premium of one dollar and ten cents (\$1.10) per hour shall be paid in addition to the employee's regular hourly rate to the designated Freezerperson. Premium is to be paid for all time employee works per shift in the freezer. If an employee works a minimum of two (2) hours in the freezer and is redirected to work elsewhere by the Company, they shall receive the premium for the entire shift. Suitable protective clothing shall be provided by the Company for the Freezerperson.~~

- 12.2 A probationary period of ~~three hundred twenty (320)~~ **five hundred twenty (520)** hours worked (modified work is not considered hours worked for this article) shall apply in the case of each new employee, during which time seniority shall not apply and such employee may be terminated if Management considers him/her unsatisfactory.

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

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

- (d) **Provided fitness, merit, and ability are relatively equal, seniority shall govern for** full-time and part-time employees applying for full-time positions. ~~shall be selected on the basis of seniority provided the required skills are adequate.~~ Applications will be considered in the following order: first, from full-time employees in the department (Warehouse or Trailer Shop) in which the vacancy exists; second, from part-time employees in the department (Warehouse or Trailer Shop) in which the vacancy exists; third, from full-time employees in the rest of the bargaining unit; and fourth, from part-time employees in the rest of the bargaining unit. Part-time employees who have restricted their availability at the time of a posting shall not be considered.
- (e) If the new position is a new job (as opposed to a different shift in the same job) for the successful applicant, there shall be a trial period of twenty (20) working days or four (4) calendar weeks, whichever comes first. The trial period for shippers shall be a period of forty (40) working days or eight (8) weeks. At the beginning of the trial period, the job expectations will be communicated to the successful applicant, and feedback on his/her performance will be provided to him/her no later than the midpoint of the trial period. ~~The successful applicant must work in the position throughout the trial period unless he/she successfully bids on another job posting.~~ **Employees will be unable to bid for another position during the trial period and provided the employee is awarded the position, he/she will be unable to bid in to another position for three (3) months following being successfully appointed to the position.**
- (j) In the event that a continuing full-time job becomes vacant, the Company shall post that position within three (3) days of it becoming vacant.

When a full-time employee's scheduled shift is changed by more than ~~two (2)~~ **three (3)** hours from its original posting, his/her position will be re-posted in accordance with this article. When a full-time employee's scheduled shift is changed by ~~two (2)~~ **three**

(3) hours or less from its original posting, it will be considered a shift change under the provisions of Article 5.9.

- 12.4 (a) Should a reduction in staff become necessary, the Company will retain senior employees provided the required skills are adequate. In the event of a reduction in staff in the bargaining unit, or a position becomes redundant, the employee whose position is being deleted and who has sufficient seniority to displace a junior employee will be given the opportunity to displace ~~any junior employee in the classification, department, shift, and status of his/her choice~~ **the most junior employee in the bargaining unit** provided he/she has the qualifications to perform the job satisfactorily.

12.6

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

- 13.1 When an employee's work performance, conduct, or behavior is such that it may lead to discipline and/or discharge and is the subject of discussion between the employee and the Company, the employee shall have a Shop Steward present. The employee can request the Steward of his/her choice at work at the time. In situations of a delicate or confidential nature, the Company will be reasonable in allowing the employee the Steward of his/her choice. **In the event that no Shop Steward is present, an employee of choice will be present.** All such time spent by Shop Stewards **or employees of choice** in this capacity shall be considered as time worked.

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

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

~~19.7 ————— Twice a year, afternoon shift employees will have the opportunity to indicate their willingness to accept assignments of incidental freezer work by bidding onto a freezer work list. The Company will determine the number of employees it needs on the list, and the bid will be held twice a year. Each employee on the list will be assigned a freezer suit for his/her exclusive use while he/she is on the freezer list. Incidental freezer work will be offered to employees on the list by seniority and, if there are insufficient volunteers, assigned in reverse order of seniority. Employees who have bid onto the list but then repeatedly refuse freezer assignments when offered will be removed from the list.~~

~~20.10~~ Medical Notes

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

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

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

Proposal #21	LOU #4
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Delete in its entirety

2.02

It is agreed that “Over-the-Road” Drivers who are on wage progressions shall have their driving and work time included in their total hours for the purposes of the wage progressions. “Over-the-Road” Drivers rate of pay shall be used to determine the mileage rate paid as follows:

Truck Driver Rate:

Hourly Rate	2016
15.11	.351
15.11	.371
16.21	.391
17.32	.411
Top Rate	.550

When operating ~~units with more than five (5) axles,~~ a **LCV**, the mileage rate will be increased by ~~one (\$0.01)~~ **four (\$0.04)** cents per axle for each ~~axle over and above the fifth axle.~~

Destination	Number of Miles
Bonnyville	310 Miles
Castor	299 Miles
Cold Lake	364 Miles
Consort	388 Miles
Coronation	340 Miles
Hardisty	265 Miles
Provost	369 Miles
Rocky View	375 Miles
Whitecourt	211 Miles
Red Deer	214 Miles
St. Paul	236 Miles
Hinton	346 Miles
Edson	242 Miles
Slave Lake	308 Miles
Lloydminster	316 Miles
Lacombe	178 Miles
Drayton Valley	170 Miles
Rocky Mountain House	274 Miles
Lac La Biche	280 Miles
Camrose	150 Miles
Wetaskawin	110 Miles
Stettler	258 Miles
Sylvan Lake	224 Miles
Westlock	104 Miles

2.12 The Company will make available gloves for employees as required and as designated by the Company. The Company will supply the first pair and if the employee requires additional gloves, he/she shall return the worn pair when requesting new ones.

- A) ~~EXISTING EMPLOYEES: Existing employees at either the Sobeys Edmonton Retail Support Centre (Sobeys) or the Safeway Edmonton Distribution Centre (Safeway) with Class 1 licenses who wish to be considered for employment as a Truck Driver at the Sobeys facility will be granted an interview with representatives of that facility. It is understood that by granting an interview to an employee, the Company is under no obligation to extend an offer of employment to the employee in the Transportation Department and such decision is not subject to the grievance or arbitration provisions of the respective Collective Agreements.~~

As agreed in the 2018 CBA, Safeway employees who were offered employment in the Transportation Department received a new seniority date, but were able to retain their previous seniority date for the purpose of vacation eligibility on the suitable vacation schedule at the Sobeys facility.

~~If a Safeway employee is offered employment in the Transportation Department, they will receive a new seniority date and will only be able to retain their previous seniority for the purpose of vacation eligibility on the suitable vacation schedule at the Sobeys facility. It is further understood that the terms and conditions of their employment will fall under the Sobeys Collective Agreement, unless otherwise specified in this Memorandum of Agreement. It is understood that any of existing employees from either facility who are successful in becoming a Truck Driver will be senior to newly hired employees in this Department.~~

Proposal #25	New
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Insert 'they' pronoun to 'he/she' pronouns, throughout the collective agreement

THE COMPANY RESERVES THE RIGHT TO ADD TO, DELETE OR MODIFY ANY OF THE FOREGOING PROPOSALS.

**RESPECTFULLY SUBMITTED ON BEHALF OF SOBEYS CAPITAL
INCORPORATED - EDMONTON RETAIL SUPPORT CENTRE**