

COLLECTIVE AGREEMENT

BETWEEN

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

AND

2319068 Alberta Ltd
(Banff IGA)
(Meat and Deli)

(a body corporate carrying on business in the City of Banff)

Renewal: ***June 24th, 2027***

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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.

THIS COLLECTIVE AGREEMENT made this ____ day of _____, **2023**.

BY AND BETWEEN **2319068** Alberta LTD., hereinafter referred to as "the Employer".

AND UNITED FOOD & COMMERCIAL WORKERS CANADA UNION, Local No. 401, hereinafter referred to as "the Union".

WHEREAS: The Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer and the employees covered by the terms of this Agreement and desire to provide methods of fair and amicable adjustment of disputes which may arise between them.

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

Preamble

It is the intent and purpose of the parties hereto that this Agreement will promote, improve, and maintain industrial, economic, and harmonious relations between the Union, the employees and the Employer, and to set forth herein the agreement between the parties covering rates of pay, hours of work, and conditions of employment, to be observed by the Employer, its employees, and the Union during the term hereof.

Article 1 – Bargaining Agency

- 1.1 (a) The Employer recognizes the Union as the sole collective bargaining agent for all employees in the Meat, Fish and Delicatessen Departments in the retail store of the Employer located in the area of the town of Banff, Alberta who are engaged in the receiving, cutting, grinding, preparing, processing, sealing, wrapping, bagging, pricing, fabricating, cubing, tenderizing, and serving all meat, fish, and poultry products whether fresh, frozen, chilled, cooked, cured, smoked, or packaged.
- (b) Subject to Letter of Understanding #1 “Severance”, the Employer agrees the following work shall be performed by employees of the Employer covered by this Collective Agreement, the receiving, cutting, grinding, preparing, processing, sealing, wrapping, bagging, pricing, fabricating, cubing, tenderizing, and serving and selling of all meat, fish, and poultry products whether fresh, frozen, chilled, cooked, cured, smoked, or packaged during the term of this Collective Agreement. However, it is also understood that the Employer shall not be precluded from making such decisions that pertain to the reassignment of work now being performed by employees covered by this Collective Agreement providing such reassignments will remain in the jurisdiction of the Union and are handled in a manner that is mutually acceptable to both parties to this Agreement during the term of this Collective Agreement.
- 1.2 (a) If the Employer transfers work set forth in Article 1.1 to a meat plant operated by the Employer within the present area jurisdiction of the Union, the Employer will recognize the Union as the bargaining agent for all employees, excluding office and clerical staff and supervisory personnel, employed by the Employer in said meat plant.

In the event that a meat plant is certified by, or under a Collective Agreement with another trade Union at the time it is acquired by the Employer, the foregoing shall not apply.

- (b) If a full-time employee is terminated because:
 - (i) The Employer transfers work set forth in Article 1.1 to a meat plant operated by the Employer, or
 - (ii) The Employer purchases block ready meats, employees who have sixty (60) days continuous full-time service and up to one (1) year of continuous full-time service shall be given one (1) weeks' notice in writing or pay in lieu thereof. One (1) weeks additional notice or pay in lieu thereof will be given to employees with more than one (1) years continuous full-time service for each additional year of continuous full-time service up to a maximum of twenty-six (26) weeks.
 - (iii) The above notice or pay in lieu thereof shall not apply if the full-time employee:
 - (1) Is temporarily laid off;
 - (2) Accepts other employment with the Employer;
 - (3) Is terminated but is re-employed within ten (10) working days to full-time status duty;

- (4) Is offered comparable work in the meat plant operated by the Employer.
 - (iv) Employees who receive notice or pay in lieu thereof shall not be entitled to the benefits contained in Article 10 of this Agreement. Sub-articles (a) and (b) of this article shall not conflict with or supersede the provisions of Article 11, Seniority of this Collective Agreement.
 - (c) The Employer will give the Union no less than three (3) months' notice prior to the opening of a newly built meat plant within the present area jurisdiction of the Union. The Employer or its subsidiaries will give preference in hiring prior to the opening of the new meat plant and for three (3) months after the opening of the new plant to qualified full-time employees displaced from the Employer's retail stores.
- 1.3 There shall be a member of the bargaining unit on duty at all times custom meats are for sale in the meat and delicatessen departments, except during rest and meal periods when staff are not available. In the event this provision is violated then all time during which meats are for sale and a member of the bargaining unit is not in attendance, will be computed at the journeyman rate of pay and distributed equally amongst the members of the bargaining unit in which the violation occurs. This penalty will not apply in the event that an employee is scheduled to work and fails to report and a replacement is not available, or if through illness or accident an employee on duty is unable to finish their scheduled shift.
- 1.4 Supervisory personnel shall be limited to instructional work only, but shall not perform work that is normally done by members of the bargaining unit.

Article 2 – Union Establishment

- 2.1 The Employer agrees to retain in their employ within the bargaining units, as outlined in Article 1 of this Agreement, only members of the Union in good standing. Such employees will be required as a condition of employment, to have the equivalent of regular Union dues deducted from their earnings each pay period. Such deductions will be forwarded to the Union by the Employer along with the Union dues deductions of the other employees in the bargaining unit.

The Employer shall be free to hire new employees who are not members of the Union, provided said non-members, whether part-time or full-time employees, shall be eligible for membership in the Union, and shall make application on the first day of employment, and become members within thirty (30) days.

- 2.2 The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee, their responsibility in regard to Union membership, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire.

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

Article 3 – Deduction of Union Dues

3.1 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 four (4) or five (5) week accounting period.

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

3.2 The Employer agrees to have the membership application forms, dues and initiation fee deduction forms signed by the employees at the time of hiring.

3.3 The Employer agrees to list Union dues deductions of the employees on the T-4 Income Tax form for all employees in the bargaining unit.

3.4 The Union will give the Employer four (4) weeks' notice prior to changing the amount of dues to be deducted.

3.5 *The Employer shall submit to the Union the Union Membership Application via scan and email to Union administration. The Union Representative shall pick up the originals in their regular servicing visits.*

Article 4 – Basic Work Week and Overtime

The Employer reserves the right to schedule hours of store operation, employee hours of work, rest periods, lunch periods, and overtime work, subject to the following provisions:

- 4.1 (a) The basic work week for employees working full-time shall consist of forty (40) hours, to be worked in five (5), eight (8) hour days, as scheduled by the Employer.
- (b) There shall be a daily starting time for each employee. Daily hours of work for employees shall be consecutive with the exception of rest periods and meal periods. No split shifts shall be worked.
- (c) Daily Guarantee

The minimum shift will be four (4) hours. Any employee who reports to work as scheduled, without previous notice not to report, shall receive pay for their scheduled hours of work on that day.

Any employee shall receive pay for the scheduled hours of work on the day if sent home prior to completion of scheduled hours, unless terminated as provided in Article 15 of this Agreement. In the event an employee reports for work but has not been advised of a change of their starting time as per this article, they shall be allowed to commence work immediately or the Employer shall pay the employee from the time they reported for work, the foregoing will not apply if the said employee reports early on their own accord.

4.2 Overtime Pay

- (a) All time worked in excess of the daily hours, or the basic work week, as defined in Article 4.1 shall be paid at the rate of time and one half (1 1/2 X) the regular rate, all overtime hours worked in excess of two (2) hours in addition to an employee's regular eight (8) hour shift shall be paid for at double (2X) the employee's regular hourly rate of pay. Compensating time off shall not be given in lieu of overtime pay.
- (b) Part-time employees shall be paid time and one half (1 1/2 X) for all time worked in excess of eight (8) hours in any one (1) day, forty (40) hours during any one (1) week and for all work performed on the sixth (6th) and seventh (7th) day of the employee's scheduled work week.
- (c) 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.
- (d) Overtime - Rest Periods

If an employee is required to work more than one (1) hour overtime, **they** will be given a fifteen (15) minute paid rest period. The break will be taken before the commencement of the overtime. The meal periods will be scheduled as near midshift as possible. Similarly, rest periods will be scheduled as near to midway between the meal period

and the commencement and finish of a shift as possible.

4.3 General Holidays

(a) The following days shall be paid General Holidays:

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

and all other public holidays proclaimed by the Federal, Provincial, or Municipal Governments, provided that all other major stores selling meat are required by law to recognize those public holidays.

Provided they work their regular scheduled full work day before and after the holiday unless absent due to bona fide illness or accident, employees regularly working full-time shall receive eight (8) hours pay for each such holiday.

(b) In a week in which one (1) General Holiday occurs, the work week shall be reduced to four (4) days.

In a week which two (2) General Holidays occur, the work week shall be reduced to three (3) days.

All time worked in excess of such reduced work weeks shall be compensated for at time and one half (1 1/2 X) of the employee's regular rate of pay.

(c) Pay for Work on Holiday

Any employee entitled to General Holidays with pay, if required to work on such a day, shall receive in addition to their regular pay, two (2X) times their regular hourly rate for each hour worked on said holiday.

The Employer will schedule all employees to work on General Holidays on a fair rotation basis.

(d) ***Full-time employees shall be scheduled an eight (8) hour shift when scheduled to work the General Holiday.***

4.4 General Holidays for Part-Time Employees

Part-time employees shall receive the following General Holiday pay:

Average hours worked in four (4) weeks preceding the week in which holiday occurs:

- ***Twenty*** (20) hours but less than ***thirty-two*** (32) hours – ***six*** (6) hours pay for each holiday;
- ***Thirty-two*** (32) or more hours – ***eight*** (8) hours pay for each holiday.

All other employees shall receive the average number of hours they have worked on the day of the holiday in the preceding four (4) weeks.

Employees shall be paid the greater of what is listed above or the required entitlement under the Employment Standards Code.

In the calculation of the foregoing average all hours worked including overtime to a maximum of forty (40) will be included.

For purposes of determining a part-time employee's entitlement to General Holiday pay, all paid time off shall be counted as hours worked.

Where the Employer or the Union are aware that the taking of vacation has reduced the General Holiday pay benefit of a part-time employee, the Employer will adjust the calculation to exclude the period of vacation from the four (4) week average.

4.5 Rest Periods

Employees working a shift of six (6) or more hours shall receive two (2) rest periods of fifteen (15) minutes each, with pay.

Employees working a shift of four (4) hours, but less than six (6) hours will receive one (1) rest period of fifteen (15) minutes, with pay. Rest periods shall be scheduled on the basis of one (1) before and one (1) after the meal, but shall not be combined with the meal period. Rest periods shall not begin until one (1) hour after commencement of work or following return from meal period or less than one (1) hour before either the meal period or the end of the shift as the case may be.

4.6 Meal Periods

Meal periods shall be a minimum of thirty (30) minutes and a maximum of sixty (60) minutes uninterrupted duration, unpaid, shall not start earlier than three (3) hours, nor later than five (5) hours after commencement of an employee's shift.

Work performed over five (5) hours without a meal period shall be paid for at two (2X) times the employee's regular rate of pay.

The double (2X) time penalty shall not apply in the case of a part-time employee who works a shift of more than five (5) hours, but less than seven (7) hours who wishes to take the rest period(s) to which **they are** entitled in lieu of an unpaid meal period. Those part-time employees who are scheduled six (6), but less than seven (7) hours may combine their two (2) rest periods at mid-shift in lieu of their unpaid meal period.

Any shift starting at 9:00 p.m. or later shall have a thirty (30) minute meal period on the employee's own time.

4.7 Time Recording

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.

Time and attendance 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.

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 at Management's discretion.

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.

Only the Store Manager or their designate shall approve time and attendance records.

In a grievance involving time worked, the Union can request a copy of the time and attendance records for employees. Any time and attendance records requested shall be made available as soon as conveniently possible.

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

4.8 Probationary Period

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

Article 5 – Wages

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

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

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

5.2 Sunday Premium Pay

All employees who work on Sunday shall receive, in addition to their straight-time hourly rate, a premium of **one dollar seventy-five (\$1.75) cents** per hour for each hour worked on Sunday.

5.3 Night Shift Premium

All hours worked by an employee between ten o'clock (10:00)

p.m. and seven o'clock (7:00) a.m. shall be considered as shift work and paid for at the applicable straight time/overtime rate plus **two dollars twenty-five (\$2.25) cents** per hour shift premium for each full hour worked during this period.

Night-shift premium shall not be added to the employee's hourly rate of pay for the purpose of computing overtime pay.

5.4 Creation of New Jobs and Departments

The Employer may continue with the present list of departments and establish new departments in accordance with the needs of the business, provided that the Employer shall notify the Union of the creation of new departments as soon as possible. The Employer shall establish a rate for those employees working in the new classifications and shall meet with the Union within thirty (30) days of the implementation of the new rates to discuss the matter. Should there be a disagreement with respect to the rate of pay, established by the Employer, that cannot be resolved through the grievance procedure, then the matter shall be resolved pursuant to Article 17 of the Collective Agreement.

5.5 Additional Compensation

Notwithstanding Article 11.3 of the Collective Agreement, the Employer may designate the individuals who will occupy the following classifications:

Meat Manager
Assistant Meat Manager
Deli Manager
Assistant Deli Manager
Fish Department Manager

Each store will have only one of each of these classifications.

The foregoing positions are full-time jobs which may be part-time.

Employees who were appointed to these classifications after June 10th, 2011 and are demoted or voluntarily step down will be placed in the classification that they were promoted from at the rate corresponding to their career hours.

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

5.6 Rates for Relief Work

When an employee is assigned to relieve the Meat Manager (Head Meat Cutter) for two (2) days or more in a week, **they** shall be paid eighty-five (\$0.85) cents per hour or the applicable Manager rate whichever is greater for all time so employed.

An employee will be assigned to relieve an Assistant Meat Manager (Assistant Head Meat Cutter), Deli Manager, Assistant Deli Manager, and/or Fish Manager for two (2) days or more in a week, they shall, as a minimum, be paid the applicable rate established for all time so employed.

When a part-time employee relieves a Meat Manager (Head Meat Cutter), Assistant Meat Manager (Assistant Head Meat Cutter), Deli Manager, Assistant Deli Manager, and/or Fish Manager they shall be paid the applicable Manager rate.

An employee will be assigned to relieve the Meat Manager (Head Meat Cutter) and/or Deli Manager when the Meat

Manager (Head Meat Cutter) and/or the Deli Manager is absent. The employee providing relief will be the Assistant Meat Manager (Assistant Head Meat Cutter) and/or Assistant Deli Manager, when available.

An employee will be assigned to relieve the Assistant Meat Manager (Assistant Head Meat Cutter) and/or the Assistant Deli Manager when:

- (a) The Assistant Meat Manager (Assistant Head Meat Cutter) and/or the Assistant Deli Manager is absent from the store two (2) or more days in a week, or;
- (b) The Assistant Meat Manager (Assistant Head Meat Cutter) and/or the Assistant Deli Manager is relieving the Meat Manager (Head Meat Cutter) and/or the Deli Manager who is absent for periods of one (1) week or more.

When both the Assistant Meat Manager (Assistant Head Meat Cutter) and Meat Manager (Head Meat Cutter) and/or the Assistant Deli Manager and Deli Manager are at work, but for their regular scheduled days off, the relief pay for the Assistant Meat Manager (Assistant Head Meat Cutter) and/or Assistant Deli Manager position will be limited to a maximum of two (2) days.

In circumstances where relief pay is required, preference will be given to qualified home store employees and may include a Meat Clerk.

5.7 Credit for Previous Comparable Experience

New employees hired into the Meat Cutter classification will be classified according to previous comparable experience. New

employees hired into other classifications will be classified according to previous comparable Meat and Deli grocery store experience. New employees having previous comparable experience may be paid a lower scale of wages than their experience calls for, but not less than the minimum rate established by this Agreement for a period not to exceed thirty (30) days from the date of employment. This thirty (30) day period may be extended by mutual agreement between the Union and the Employer for the purpose of enabling an employee, or the Employer, to obtain confirmation of claimed previous experience.

Providing the employee's services are retained, then after a thirty (30) day period, or such extended period as mutually agreed upon, they shall receive any difference between their rate of pay, and the rate for which their experience qualifies them. It is further understood that the rate paid retroactively shall not apply to the first two (2) calendar weeks.

New employees shall receive written notification advising them of the requirements to qualify for previous experience credit. Once per month, the Employer will provide to the Union a list that includes the names of employees who have been granted credit for previous experience and their wage rate. The Union shall have thirty (30) days from receipt of such notice to challenge the amount of credit given or not given. No consideration shall be given to any disagreement pertaining to the credit for previous experience if presented later than fifteen (15) days following completion of the employee's probationary period, unless extended by mutual agreement between the Union and the Employer, provided the Employer has:

- (a) Provided the employee with a new employee letter provided for in Article 2.2 of this Agreement not later than two (2) weeks from the date of employment.

- (b) Provided the employee with a written notification advising them of the requirements to qualify for previous experience credit.
- (c) Provided the Union with a list that includes the names of employees who have been granted credit for previous experience and their wage rate.

Article 6 – Vacations

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

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

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

For all employees, “% of Gross Earnings” shall mean a percentage of all monies received directly from the Employer

(wages, overtime, bonuses, premiums, vacation pay, sick leave credit payments, and other items of a similar nature).

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

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

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

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

6.4 Part-time employees shall receive their vacation pay on each pay cheque.

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

6.5 The time period from May 15th to September 15th 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 Employer's discretion. Should this occur, it must be done in order of seniority within the scheduling group. No request will be unreasonably denied.

6.6 (a) Seniority as defined in Article 11 shall apply, provided it is operationally feasible, in preference for vacations within the store and scheduling group. Full-time employees are considered senior to part-time employees. Part-time vacation schedules will be completed following the selection by full-time employees by seniority.

(b) Vacation planners shall be posted by December 1st of the preceding year for both full-time and part-time employees. Employees shall be listed on the planner in accordance with their seniority. Full-time employees shall submit their vacation preferences for Management approval prior to January 31st. Employees who wish to take weeks of vacation prior to March 1st must advise the Employer of these selections by no later than December 31st. The Employer will make the final determination of assigned dates based on existing conditions, and post a completed vacation planner for full-time employees by February 28th.

Full-time employees who have not made their vacation selection by January 31st shall lose their opportunity to schedule any remaining unscheduled vacation subject to their seniority unless employees are absent because of

approved leaves of absence, extended disability leaves, or other bona fide absences. All reasonable accommodations will be made for the selection of vacation by said absent employees upon their return to work.

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

- (c) Part-time employees with thirteen (13) or more years of continuous employment with the Employer will have the opportunity to schedule three (3) weeks of time off during prime time, if weeks are available.
- (d) Any weeks that may become available in any of the departments shall follow the above selection process.
- (e) All other full-time unscheduled vacation will be scheduled at the Employer's discretion after a discussion with the employee and no less than four (4) weeks notice.
- (f) When a General Holiday occurs during an employee's vacation, the employee will be entitled to an extra day's vacation.

6.7 A part-time employee proceeding to full-time employment will be credited with the number of hours accumulated during the employee's continuous service with the Employer as a part-time employee and provided the employee's service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours of a regular full-time employee to establish

the appropriate yearly credit for future vacation entitlement as provided above.

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

Article 7 – Leaves of Absence

7.1 Funeral/Bereavement Leave

In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay to attend the funeral, or to make other arrangements, at the time of bereavement. 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, grandfather, grandmother-in-law, grandfather-in-law, grandchildren, aunt, uncle, niece and nephew, or any relative living in the household of the employee.

Notwithstanding the foregoing, if the death is a case of spouse, father, mother, or child/step child, the employee shall be entitled up to one (1) weeks leave of absence with pay at the time of bereavement. It is understood that in the case of a part-time employee, the compensation shall be at the average hours worked during the preceding four (4) weeks.

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

An employee's day off will not be used to circumvent funeral/bereavement leave.

7.2 Personal Leave

Employees with one (1) year 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. If the request is refused, the employee shall be so advised as to the reasons for the refusal in writing. The Union will receive a copy of this letter.

Applications 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 above. The employee shall be advised of the Employer's answer within fifteen (15) days of the request.

Personal leaves will not be considered for circumstances covered by any other leave of absence provision in the Collective Agreement.

7.3 Compassionate **Care** Leave

Employee(s) who have been employed for at least ninety (90) days will be allowed up to twenty-seven (27) weeks of compassionate care leave without pay for the purpose of providing care or support to a gravely ill family member. The employee must also provide a medical certificate stating that the eligible family member has a serious medical condition with a "significant risk of death within twenty-six (26) weeks", and that the family member requires care or support from one (1) or more family members.

Notification, eligibility, definition of family member, and duration requirements shall be as per Alberta Employment Standards legislation.

7.4 Leave 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 **their** Employer a request, in writing, for such leave at least two (2) weeks prior to the date **they** intend to commence such leave, together with a certificate from a qualified medical practitioner, certifying that **they are** pregnant and indicating the estimated date of confinement. Such leave may, at **their** 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.

Employees will continue to accrue seniority while on maternity leave.

Employees will have the option of maintaining their coverage under the Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave.

Where a pregnant employee, who has qualified for group benefits, is disabled and cannot perform **their** regular duties, **they** may apply for sick benefits/group insurance benefits as per the Collective Agreement.

The employee, when returning to work at the end of **their** leave (maternity or parental leave) shall give the Employer two (2) weeks' notice of date of return and submit a certificate from **their** doctor, indicating that **their** resumption in employment will not, in **their** opinion, endanger **their** health.

Employees, who commence maternity leave, will have benefits reinstated upon return to work.

The employee shall be returned to **their** former position at the completion of **their** 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 as soon as possible 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 shall continue to accrue seniority while on such leave.

Employees will have the option of maintaining their coverage under the Employer Benefit Plan by pre-paying the cost of those benefits prior to commencing such leave.

Employees who choose not to maintain their benefit coverage under the Employer Benefit Plan will have their benefits reinstated upon return to work.

The employee, when returning to work, shall give the Employer two (2) weeks' notice of return to work.

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

(c) Working while on Parental/Adoption Leave

The Employer 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 7.5.

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

(d) Pre-Payment of Employer Benefits when going on Parental Leaves

Those employees wishing to maintain their coverage under the Employer Benefit Plan while on parental leaves,

must pre-pay the cost of those benefits prior to commencing such leave by either paying the full amount or by providing up to four (4) post-dated cheques.

7.5 Paternity Leave

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

7.6 Family **Responsibility** 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;***
- (b) ***The care or health of any member of the employee's immediate family (as defined in Article 7.1 (a)); or***
- (c) The health of the employee.

Employees may choose to take this time in half (1/2) day increments.

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

7.7 Educational Leave

Full-time employees with two (2) or more years continuous full-

time service with the Employer may request an educational leave of absence for up to one (1) year without gain or loss of seniority.

The following terms shall apply to such applications:

- (a) An employee who wishes to make application for an educational leave of absence shall submit ***their*** request in writing to the Store Manager and a copy to the Union office.
- (b) The employee must have made application to attend an accredited educational institution.
- (c) Such leave will be granted on a one (1) time only basis for each employee.
- (d) A maximum of two (2) employees will be allowed to be on an educational leave at any one (1) time.
- (e) Notwithstanding the foregoing, the Employer may grant educational leaves of absence which exceed the maximum set out above.
- (f) During the period of educational leave, the employee may choose to prepay their full-time benefits.
- (g) The absence of a full-time employee on an educational leave will not create a full-time vacancy for the purpose of Article 11 – Seniority.
- (h) Leave of absence will terminate should the employee cease to attend the institution for which the leave was granted.

- (i) All educational leaves of absence will be approved at the Employer's discretion.
- (j) An employee shall be returned to **their** former classification at the completion of **their** leave of absence.
- (k) Employer sponsored training programs do not qualify for educational leave.

7.8 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. The Employer will pay the cost of any benefits, for the period of the leave, to which they are entitled at the time of their leave.

7.9 Jury Duty Pay and Material Witness

- (a) Employees, summoned to Jury Duty (including Jury Selection) or subpoenaed as a material witness shall be paid wages amounting to the difference between the amount paid them for such services and the amount they would have earned had they worked on such days. This does not apply if the employee is summoned on **their** regular day(s) off.
- (b) Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remain to be worked. Total hours on Jury Duty or when serving as a material witness and actual work on the job in the store in one (**1**) day shall not exceed eight (8) hours for purposes of establishing the basic workday. Any time worked in the store in excess of the combined total of eight (8) hours

shall be considered overtime and paid as such under the Agreement.

(c) In order to be eligible for the foregoing benefit an employee must notify the Store Manager as soon as possible after receipt of Notice of Selection for Jury Duty or after receipt of Subpoena to Appear as a Witness.

(d) Appearance as Witness on the Employer's Business

(i) Any employee who is required or summoned to appear in Court on behalf of the Employer will be paid up to eight (8) hours at the straight time rate of pay. Employees who are required to appear in Court on behalf of the Employer on their day off will be paid a minimum of four (4) hours pay at the straight time rate of pay.

(ii) It is understood that payment of the foregoing witness pay will not be counted as hours worked for the purpose of calculating overtime on a weekly basis.

(iii) It is also agreed that employees must return all fees provided to them by the Court in excess of ten (\$10.00) dollars. Employees who are reimbursed by the Court for incidental expenses such as mileage or parking may keep such reimbursements.

(e) Appearance as a Witness on the Union's Business

Where the Union subpoenas an employee of this Agreement, the Union will be responsible for any lost wages of the employee concerned.

7.10 An employee who receives an approved leave of absence shall:

- (a) Continue to accumulate seniority, and
- (b) Not suffer an interruption in service relative to their vacation eligibility.

Employees shall not work during leaves of absence, except as provided in Article 7.8 above. Any employee failing to return at the end of any leave of absence may be terminated.

7.11 Critical Illness Leave

Employees will be entitled to take Critical Illness Leave. Notification, eligibility, definition of family member, and duration requirements shall be as per Alberta Employment Standards legislation.

7.12 Domestic Violence Leave

(1) For the purposes of this Article, domestic violence occurs when an employee, the employee's dependent child, or a protected adult who lives with the employee is subjected to any of the acts or omissions listed in subarticle (2) by another person who:

- (a) Is or has been married to the employee, is or has been an adult interdependent partner of the employee, or is residing or has resided together with the employee in an intimate relationship;***
- (b) Is or has been in a dating relationship with the employee, regardless of whether they have lived together at any time;***

- (c) *Is the biological or adoptive parent of one (1) or more children with the employee, regardless of their marital status or whether they have lived together at any time;***
 - (d) *Is related to the employee by blood, marriage, or adoption, or by virtue of an adult interdependent relationship, regardless of whether they have lived together at any time; or***
 - (e) *Resides with the employee and has care and custody over the employee pursuant to an order of a court.***
- (2) *The following acts and omissions constitute domestic violence for the purposes of this Article:***
- (a) *Any intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person;***
 - (b) *Any act or threatened act that intimidates a person by creating a reasonable fear of property damage or injury to a person;***
 - (c) *Conduct that reasonably, in all circumstances, constitutes psychological or emotional abuse;***
 - (d) *Forced confinement;***
 - (e) *Sexual contact of any kind that is coerced by force or threat of force;***
 - (f) *Stalking.***

- (3) An employee who is a victim of domestic violence is entitled to unpaid domestic violence leave of up to ten (10) days in a calendar year.**
- (4) An employee may take domestic violence leave for one (1) or more of the following purposes:**
- (a) To seek medical attention for the employee or the employee's dependent child or a protected adult in respect of a physical or psychological injury or disability caused by the domestic violence;**
 - (b) To obtain services from a victim services organization;**
 - (c) To obtain psychological or other professional counselling for the employee or the employee's dependent child or a protected adult;**
 - (d) To relocate temporarily or permanently;**
 - (e) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;**
 - (f) Any other purpose provided for in the regulations to the relevant legislation.**
- (5) Before taking a leave under this article, the employee must give the Employer as much notice as is reasonable and practicable in the circumstances.**

7.13 Leave for Citizenship Ceremony

- (1) An employee who has been employed for at least ninety (90) days is entitled to up to a half-day of unpaid leave to attend a citizenship ceremony to receive a certificate of citizenship, as provided for under the Citizenship Act (Canada) and regulations made under that Act.**

- (2) Before taking a leave under this article, the employee must give the Employer as much notice as is reasonable and practicable in the circumstances.**

Article 8 – Health and Welfare and Sick Leave

- 8.1 The Employer agrees during the term of this Collective Agreement to make available the following benefits or similar benefits as mutually agreed upon between the Union and the Employer to eligible employees regularly working full-time:
- (a) A.H.C.I. or such other medical plan that will provide similar benefits.

 - (b) Group Life Insurance and Weekly Indemnity benefits. Weekly Indemnity payments to be in the amount of seventy (70%) percent of the straight-time weekly wage.

 - (c) Effective November 1st, 1984, the Employer will provide a supplementary health service plan, which includes prescription coverage of eighty (80%) percent through a drug reimbursement plan. All prescriptions reimbursements will be at the lowest cost alternative where the plan pays the lowest price for interchangeable products with the same active ingredients. If a generic

equivalent is not available or if there is a medical reason for prescribing a brand drug as adjudicated by the insurance company, the brand drug will be reimbursed.

- (d) A vision care plan to eligible employees which provides reimbursement up to two hundred (\$200.00) dollars per person per twenty-four (24) months, in connection with the purchase, repair of prescription lens and/or frames, with the additional provision that the aforementioned maximum benefit is annual where the claimant is the employee's child under fourteen (14) and there is a change in the prescribed lens. Reimbursement for an eye exam (to a maximum of sixty (\$60.00) dollars) and for corrective lenses will be up to a combined maximum of two hundred (\$200.00) dollars (with no deductible) in a twenty-four (24) month period.

- (e) Hearing Aids

Effective January 1st, 1996, the Employer will provide a hearing aid plan for employees already receiving the Group Insurance Package and their dependents. The benefit will be three hundred fifty (\$350.00) dollars every four (4) years.

- (f) The Employer shall pay one hundred (100%) percent of the cost of the above listed benefits.

It is understood and agreed that all matters of eligibility, coverage and benefits shall be as set out in the plan and as determined by the carrier.

- (g) Additional Understanding

The Employer will supply the Union with copies of Group

Insurance, Weekly Indemnity, Supplementary Health (including prescription drugs), and Vision Care Plans.

8.2 A regular full-time employee shall be considered eligible when they have completed thirteen (13) consecutive weeks of full-time employment with the Employer. All eligible employees must enroll for these benefits as a condition of employment.

8.3 A full-time employee reduced to part-time shall be eligible for benefits to which they may be entitled under the plans referred to in Article 8.1 above.

A regular full-time employee having accumulated sick leave credits and who is reduced to part-time status by the Employer will be paid sick leave to the extent of such accumulation for actual time off the job, due to illness, not covered by Weekly Indemnity.

8.4 Group Life Insurance and Weekly Indemnity

The Employer agrees to make available to regular full-time employees who have completed thirteen (13) consecutive weeks of full-time employment, Group Life Insurance and Weekly Indemnity benefits as described in the booklet, "Group Insurance Benefits for You and Your Dependents – Canadian Plan – Safeway and Affiliated Companies".

It is understood all the rules of the plan shall apply.

The Employer shall advise the Union of any amendments to the plan as they occur.

Weekly Indemnity benefits shall be paid commencing on:

The first day of hospitalization due to non-occupational accident

or sickness or where no hospitalization is involved, the fourth (4th) day of absence due to sickness or accident within a twenty-six (26) week benefit period.

8.5 Health and Welfare Benefits: Part-Time Employees

A part-time employee who has worked an average of thirty-two (32) hours per week for thirteen (13) consecutive weeks will be eligible for the following coverage:

- (a) Group Life Insurance and Weekly Indemnity Benefits: Life Insurance in the amount of five thousand (\$5,000.00) dollars; Weekly Indemnity payments in the amount of seventy (70%) percent of average weekly earnings.
- (b) Alberta Health Care.
- (c) Effective November 1st, 1984, the Employer will provide a supplementary health service plan, which includes prescription coverage of eighty (80%) percent through a drug reimbursement plan. All prescriptions reimbursements will be at the lowest cost alternative where the plan pays the lowest price for interchangeable products with the same active ingredients. If a generic equivalent is not available or if there is a medical reason for prescribing a brand drug as adjudicated by the insurance company, the brand drug will be reimbursed.
- (d) A vision care plan to eligible employees which provides reimbursement up to two hundred (\$200.00) dollars per person per twenty-four (24) months, in connection with the purchase, repair of prescription lens and/or frames, with the additional provision that the aforementioned maximum benefit is annual where the claimant is the employee's child under fourteen (14) and there is a change in the

prescribed lens. Reimbursement for an eye exam (to a maximum of sixty (\$60.00) dollars) and for corrective lenses will be up to a combined maximum of two hundred (\$200.00) dollars (with no deductible) in a twenty-four (24) month period.

(e) Hearing Aids

Effective January 1st, 1996, the Employer will provide a hearing aid plan for employees already receiving the Group Insurance Package and their dependents. The benefit will be three hundred fifty (\$350.00) dollars every four (4) years.

- (f) Part-time employees who, at March 14th, 1993, were qualified for the Group Benefit Package will retain benefits held and will maintain eligibility for group benefits, unless voluntarily restricting their availability, even though their hours per week average less than thirty-two (32) hours over thirteen (13) consecutive weeks.

Part-time employees who after March 14th, 1993, qualify for the Group Benefit Package will lose those benefits or pay one hundred (100%) percent of the cost of benefits if they do not maintain an average of thirty-two (32) hours per week for thirteen (13) consecutive weeks.

In order to ensure coverage under these benefits, a part-time employee must immediately accept coverage upon notification of eligibility by the Employer.

It is understood and agreed that all matters of eligibility coverage and benefits shall be as set out in the plan as determined by the carrier.

Effective November 7th, 1988, a part-time employee who voluntarily restricts their hours and, consequently, fails to maintain an average of thirty-two (32) hours per week for thirteen (13) consecutive weeks, shall cease to be eligible for the foregoing benefits.

A part-time employee who chooses to work fewer hours than their seniority entitles them to shall, within thirty (30) days of the effective date of this Agreement, advise the Employer, in writing, that they are restricting their hours.

A part-time employee who has restricted their hours pursuant to this article and, subsequently, lifts their restriction, must advise the Employer in writing.

General Holiday pay shall be included in the calculation of the part-time benefit qualifier and maintenance of same.

8.6 The Employer agrees to advise the Union in writing of the Employer's Weekly Indemnity and Group Insurance Plan for all eligible employees covered by this Agreement, and of such changes as may be made from time to time.

8.7 Should a Government institute legislation to the effect of which it is to supplement or overlap existing benefits, the parties signatory to this Agreement agree to immediately discuss modifications of the present benefits so that the total costs of the combined plans will be limited to the level outlined in this Agreement, such change to be effective as of the date the plan is altered due to the above-mentioned legislation.

8.8 Sick Leave

(a) Full-time employees shall accumulate sick leave credits at the rate of four (4) hours for each full calendar month of

employment in which **they are** actively working up to a maximum of two hundred eight (208) hours. Credits shall accumulate only on full-time employment following the completion of the thirteen (13) consecutive weeks full-time employment eligibility period.

- (b) The Employer may require the employee to provide a doctor's certificate verifying any absence due to disability.
- (c) The Employer shall apply any accumulated sick leave to absence due to sickness not covered by insured Weekly Indemnity benefits (or similar benefits) and shall supplement Weekly Indemnity benefits (or similar benefits) with unused sick leave credits in an amount equal to but not to exceed the employee's normal earnings.
- (d) Employees, if found abusing this privilege, shall be disciplined by the Employer. In **serious** cases, the Employer may discontinue or reduce the benefit of the employees, or **terminate the services of the employee**.
- (e) If an employee retires on pension, is permanently laid off or is totally disabled due to occupational accident, injury or illness as recognized by the Workers' Compensation Board, they shall be paid unused accumulated sick leave credits.
- (f) An employee who returns to work after absence due to illness or injury must be returned to **their** job without loss of seniority when capable of performing **their** duties.

Upon recuperation from an accident or illness, an employee will give the Employer as much notice as possible of **their** intention to return to work.

The Employer will give the Union ninety (90) days notice of its intention to terminate an employee for absence due to illness or injury. A copy of the notice will be mailed to the employee's last known address.

- (g) The Employer agrees to comply with Provincial Legislation which applies to the accommodation of disabled employees. The Union and the Employer agree to review together, on an individual basis, the cases of employees who become disabled and are unable to perform their regular job duties.
- (h) An employee's sick leave credits will be shown on their pay stub.

8.9 Employee Rehabilitation

- (a) When an employee is unable to perform their regular job due to occupational or non-occupational accident or illness, the Employer and the Union agree to work together to find suitable alternate rehabilitative work for the employee within the bargaining unit.
- (b) Further to the above, the parties agree to the following steps:
 - (i) Hold Joint Labour Management meetings as required to discuss the administration of modified work.
 - (ii) When there is a meeting with the WCB Case Manager, the Employer and the employee, the Union will be contacted and with the employee's approval be invited to attend the meeting.

- (iii) The Employer agrees to a process of sending an email to the Store Manager, to be forwarded by the Store Manager to the employee and the employee's immediate Supervisor. The Union will be copied on the emails. The emails will outline the following:
 - (1) Employee's name and department.
 - (2) The estimated time period for the modified work.
 - (3) The restrictions (physical and time).

- (c) The Employer will give the Union ninety (90) days' notice of its intention to terminate an employee for absence due to illness or injury. A copy of the notice will be mailed to the employee's last known address.

8.10 Long Term Disability

The Employer shall bear the cost of a long term disability plan (LTD) for those employees regularly working full-time.

The benefit period commences on the first (1st) day immediately following the exhaustion of Weekly Indemnity and Employment Insurance benefits.

Benefits are payable monthly in arrears from the date the benefit period commences to age 65, the employee's retirement date at which **they** can retire on pension without actuarial reduction under the applicable pension plan, recovery or death, whichever first occurs, for both accident and sickness.

The total disability income is equal to fifty (50%) percent of base weekly earnings at the date of disability up to a maximum of one thousand four hundred (\$1,400.00) dollars per month. For all disabilities occurring on or after March 16th, 2008, the amount

will be increased to one thousand eight hundred (\$1,800.00) dollars per month. For all disabilities occurring on or after June 10th, 2011, the amount will be increased to two thousand (\$2,000.00) dollars per month. The total disability income is inclusive of any disability payments, including lump sum payments, from government sponsored plans. Government sponsored plans include Workers' Compensation, Canada Pension Plan (CPP), Quebec Pension Plan (QPP), or any other group disability plan or income replacement program, the cost of which the Employer is or may be required to contribute by law or Collective Agreement. The amount of any payment received from the CPP or the QPP are to be frozen at the commencement of disability so that subsequent increases in CPP/QPP will not further reduce benefit payments under the Long Term Disability Income Plan.

It is understood and agreed that all matters of eligibility coverage and benefits shall be as set out in the plan and as determined by the carrier.

8.11 Medical Report

The Employer agrees to pay the full cost for the report required by the Employer for Weekly Indemnity benefits to a maximum of fifty (\$50.00) dollars. The employee shall submit a receipt to the Employer. The Employer will pay the reimbursement described above to a maximum of three (3) reports related to a specific claim.

8.12 Physical Examinations

Where the Employer requires an employee, or applicant for employment to take a physical examination, or related examinations, doctor's fees for such examinations shall be paid by the Employer. The first such examination shall be taken on

the employee's own time. Any examination which is a direct follow-up to the first examination shall be taken on the Employer's time without loss of pay.

8.13 Alcoholism, Drug Abuse, and Mental Illness

The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment. An employee so affected shall:

- (a) Recognize **their** obligation to seek recognized medical treatment when **their** illness has an adverse effect on **their** ability to satisfactorily perform the regular duties assigned to **them**, and
- (b) Agree to faithfully maintain any course of recognized medical treatment or therapy prescribed for **them**.

If the employee does not respond to treatment within a reasonable period of time or the employee is unable to satisfactorily perform the regular duties assigned to **them** following treatment, the Employer shall have the right to terminate the employee subject to the grievance and arbitration procedure.

8.14 Retail Dental Plan

- (a) The Employer agrees to participate in and contribute to the Alberta Retail Meat Industry Dental Plan.
- (b) Effective the first of the Employer's four (4) or five (5) week accounting period following March 15th, 2015, the Employer will contribute to the dental plan forty-three (\$0.43) cents per hour to a maximum of seventeen dollars twenty cents (\$17.20) per week for all hours paid by the

Employer to members of the bargaining unit (hours paid shall include hours worked, vacation, General Holidays, sick days (not including Weekly Indemnity), jury duty, bereavement leave, etc.) up to a maximum of forty (40) hours per week.

- (c) The Employer and the Union agree to the original method of selection of Employer and Union trustees to administer the plan. It is agreed that the terms of the plan and its administration will be entirely the responsibility of these original trustees or their valid replacements, provided that the plan is administered consistently with this Collective Agreement subject to any applicable government law or regulation and with the intention of meeting all of the requirements for continued registration under the Income Tax Act of Canada. Subject to the foregoing, the Employer and the Union agree to be bound by the actions taken by the Employer and the Union trustees under the plan.

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

8.15 Health and Welfare Trust

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:

Twenty-five (\$0.25) **cents** per hour, effective March 15th, 2015 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 8.15. 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 March 15th, 2015, the temporary diversion of contributions from the Part-Time Health and Welfare Trust Fund to the UFCW Local 401 Dental Plan shall cease.

Article 9 – Pension Plan

- 9.1 The Employer agrees to participate in and contribute to the Canadian Commercial Workers' Industry Pension Plan (C.C.W.I.P.P.).
- 9.2 (a) Effective August 5th, 2012 - The Employer agrees to contribute to the Canadian Commercial Workers' Industry Pension Plan one dollar twenty-five cents (\$1.25) per hour for all hours worked or paid by the Employer to its employees in the bargaining unit including any overtime hours worked in a week (to the maximum of the basic work week), vacation, General Holidays, sick days (not including Weekly Indemnity, L.T.D., or other similar indemnifications), jury duty and any paid leave of absence required under the terms of the Collective Agreement.

Contributions are required for each hour overtime is

worked and paid to the extent the cumulative hours worked and paid do not exceed the basic work week.

The maximum number of hours for which contributions are to be made in a week is the maximum number of hours of the basic work week for a full-time employee.

- (b) Effective January 1st, 2002, contributions paid with respect to part-time vacation pay shall be remitted on an annual basis within one (1) calendar month of part-time employees receiving their vacation pay.

It is understood that contributions paid with respect to part-time vacation pay shall only be made on behalf of employees who are in the employ of the Employer as of the date vacation pay is paid.

Contributions paid with respect to part-time vacation pay shall be based on the percentage of vacation pay paid under the applicable Collective Bargaining Agreement (e.g. 4%, 6%, etc.) of the hours worked in the previous year multiplied by the cents per hour contribution rate on the above effective date as indicated in 9.2 (a) (e.g. an employee having worked or been paid for a thousand (1,000) hours in the previous year and who was entitled to four (4%) percent vacation pay would be entitled to receive an additional forty (40) hours credit into **their** previous yearly total. The C.C.W.I.P.P. administrator would credit said part-time employee with forty (40) additional hours and receive forty (40X) times the applicable contribution rate from the Employer. Therefore, for the previous year the employee, in this example, would be credited with a total of one thousand forty (1,040) hours).

- (c) The above rates of contribution shall be in addition to any obligation which the Employer may have to the C.C.W.I.P.P. in respect to their “initial past service liability” to provide past service benefits.
- (d) Contributions, along with a list of employees for whom they have been made, the amount of weekly contribution for each employee, and the number of hours worked or paid according to the above (a) to (c), shall be forwarded by the Employer within the twenty-one (21) days after the close of the Employer’s four (4) or five (5) week accounting period. The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.

Article 10 – Severance/Demotion to Lower Rate of Pay

10.1 Severance Pay on Closing of Store

In the event there is a permanent closure of the store, causing a regular full-time employee to lose their employment, the Employer hereby agrees to pay such an employee severance pay at their regular rate of pay according to the following schedule:

Full-time Consecutive Service – Severance Pay

Up to two (2) years	One (1) week
Over two (2) years	One (1) weeks pay for every year of full-time service to a maximum of twenty (20) weeks.

This article does not apply to a temporary layoff; full-time employees who accept other full-time or part-time employment

with the Employer, or to regular full-time employees who lose employment and are reinstated within thirty (30) days to full-time status.

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

- 10.2 Termination notice to be given in writing to become effective from the date the employee receives such notice.
- 10.3 Employees regularly working full-time reduced to part-time who terminate or are terminated within three (3) months of the date of their reduction to part-time, shall be given whatever pay in lieu of notice they were entitled to immediately prior to the date of their reduction to part-time.
- 10.4 This article shall not be deemed to invalidate an employee's right under Article 16, Grievance Procedure.
- 10.5 Part-time employees upon termination by the Employer, except employees terminated for proper cause, shall receive notice or pay in lieu of notice pursuant to the Employment Standards Code of Alberta.

Article 11 – Seniority

11.1 (a) Full-Time Status

Seniority for full-time employees shall be defined as length of continuous full-time service with the Employer in the bargaining unit.

When more than one (1) employee is promoted to full-time

on the same date, into the same job classification, the employee's part-time seniority date shall be the governing factor for placement on the schedule, vacation planning and layoff/reduction of hours.

(b) Part-Time Status

A part-time employee is one who works fewer hours than those set out above. Seniority for part-time employees shall be defined as length of continuous service with the Employer in the bargaining unit.

When two (2) or more employees that are subject to this Agreement are hired into the same job classification on the same date, the Employer shall designate the relative seniority on the date of hire.

11.2 In layoffs, reduction to part-time and recall of full-time employees, seniority shall govern unless there is a less senior full-time employee whose qualifications and ability to perform the job are greater. Consistent with the foregoing, an employee whose status has changed from full-time to part-time shall be the first full-time recalled in their classification.

Full-time employees reduced to part-time status by the Employer will be placed at the top of the part-time seniority list in their classification.

A full-time employee who is laid off or fails to receive hours of work to which they are entitled according to the foregoing shall be compensated for the hours involved in any such violation at their regular rate of pay.

11.3 Application for Full-Time Employment/Increase in Hours

Part-time employees who desire to become full-time employees or increase their hours of work shall inform the Employer, in writing with a copy to the Union. When a full-time position becomes available it will be filled by the most senior applicant in the respective classification provided that the senior applicant has the necessary qualifications and ability to perform the full scope of the job.

11.4 Full-Time Positions Filling

A full-time position shall exist for all purposes of the Collective Agreement when an employee has worked an average of thirty-six (36) hours per week for thirteen (13) consecutive weeks (exclusive of replacement hours caused by the absence of a full-time employee on W.C.B., W.I., L.T.D., or leave of absence to a maximum of six (6) months or maternity and parental leaves up to a maximum of fifty-two (52) weeks). Such full-time position shall be filled in accordance with Article 11.3.

11.5 Part-Time Employees – Exercise of Seniority

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

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

- 11.6 An employee's seniority shall terminate upon the occurrence of any of the following events:
- (a) Employee voluntarily resigns or is terminated.
 - (b) An employee who fails to return to work after lay-off in accordance with the recall procedure (Article 11.8(c)), the Employer reserves the right to temporarily fill the position until the recalled employee reports.
 - (c) Employee has not been on the active payroll of the Employer for a period of nine (9) consecutive months except for approved leaves of absence.
- 11.7 The Employer agrees to notify the Union prior to all layoffs, reductions to part-time, and recalls of employees. The Employer will provide notice of termination of an employee to the Union with seventy-two (72) hours (excluding long weekends). The Shop Steward will be notified the day of termination.

11.8 Recall Rights

Employees regularly working full-time who are laid off or reduced to part-time in accordance with the above provision shall be called to work in order of length of service provided:

- (a) They are capable of performing the work.
- (b) No more than nine (9) months have elapsed since the last day worked by the employee. A full-time employee who has been laid off can decline a part-time job without losing ***their*** seniority rights for a period of up to nine (9) months.
- (c) The Employer shall notify the Union if they cannot contact an employee with seniority by registered mail, and shall

provide the Union with the last known address and telephone number of such employee in order to ensure that every endeavor has been made to call the employee to work. If the Union is unable to contact the employee within ten (10) working days immediately following receipt of advice from the Employer or if the employee is contacted and refuses the employment without proper and sufficient reason by the end of the ten (10) day period, the employee will be dropped from the Seniority List. The nine (9) months or the ten (10) days deadline, respectively, shall be extended if upon recall an employee is unable to report due to illness or accident. Any extension granted shall only be for the duration of the illness or incapacity from accident and the Employer may require the employee to provide written confirmation from a doctor of such illness or accident.

- (d) Such employee rehired within nine (9) months of their layoff shall retain their previous length of service for the purpose of this article.

11.9 Change of Status

The Employer changing an employee's status from full-time to part-time agrees that it will be done on the following basis:

Sixty (60) days to one (1)
calendar year of service

One (1) weeks' notice

One (1) or more years of
service

One (1) weeks' notice for each
year of service to a maximum of
three (3) weeks

11.10 Inter-Department Transfers

- (a) 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 Employer, 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 Employer.

When an employee transfers from one department to another, they will be given a trial period of two hundred (200) 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 **their** former position.

- (b) Meat, Deli, and Fish Clerks wishing to become a Meat Cutter Apprentice shall inform the Employer in writing and such employees shall be given first consideration for any such full-time apprentice vacancy on the basis of seniority of the employees who have so applied. It is understood that applicants from the full-time Meat, Deli, and Fish list will be given preference, by seniority, over part-time applicants. An employee commencing on the Meat Cutter apprenticeship program shall be given a trial period of up to four hundred eighty (480) hours of actual work and during such trial period shall retain **their** seniority as a Meat, Deli, or Fish Clerk only for purposes of transferring back during this period by reason of the employee being unsuitable for the job, or the employee wishes to transfer back of their own volition.

Seniority rights in the Meat, Deli, and Fish Clerk list shall

also be retained during the apprenticeship period in the event the employee is affected by a layoff for lack of work.

Upon demonstrated ability to perform the full scope of the job proportionate to their experience to no greater or lesser degree that would be required from any other apprentice, the employee shall be transferred after the trial period and placed on the appropriate seniority list as of the date of the original transfer. Such employee who has achieved the top rate within their classification shall receive no less than sixty-five (65%) percent of the Journeyman Meat Cutter wage. An employee who has not achieved the top rate within their classification may be pro-rated provided that such pro-ration does not result in a reduction.

(c) From Another Bargaining Unit

An employee requesting a transfer into the Employer's retail bargaining unit represented by UFCW 401 shall do so in writing to the Employer with a copy to the Union. Should the request be denied, the employee will receive notification in writing.

When an employee requests a transfer into the Employer's retail bargaining unit and the transfer is approved by the Employer, such employee shall be placed at the bottom of the seniority list in the area to which the employee has been transferred.

Before an employee is transferred to the retail bargaining unit or hired for the purpose of assuming the Department Manager position in the retail bargaining unit, and if such transfer or hiring will result in the lay off or reduction in hours of an employee in the retail bargaining unit, the

Union and the Employer shall meet and resolve the matter.

(d) Transfer to New Departments

An employee will not be compelled to accept a transfer to a new department where the new rates of pay will result in the employee experiencing a wage reduction.

11.11 Competitors Opening

(a) When a competitor opens a new store and the weekly hours worked in a scheduling group of the Employer are reduced, the reductions in hours worked by part-time employees will occur in the following order:

(i) Part-time hours of work in a scheduling group will be reduced for pre-March 17th, 1993 employees and post-March 17th, 1993 employees, on a shared basis, in accordance with the following formula:

(1) **fifty** (50%) **percent** from post-March 17th, 1993 employees.

(2) **fifty** (50%) **percent** from pre-March 17th, 1993 employees.

(b) The Employer may reduce hours set out in (a) above commencing the Sunday following the first week ending in which the affected store's weekly sales fall below the store's "**twenty** (20) weeks average" weekly sales figure.

(c) When the hours of part-time employees increase where such hours were previously affected by a competitor's

opening, the weekly hours of work shall be restored to pre-March 17th, 1993 and post-March 17th, 1993 employees in the following order:

- (1) **fifty** (50%) **percent** to post-March 17th, 1993 employees.
 - (2) **fifty** (50%) **percent** to pre-March 17th, 1993 employees.
- (d) When a competitor's opening has resulted in a reduction in the weekly hours worked by a pre-ratification part-time employee, the Employer will, upon request of the employee and subject to acceptable solutions being found, transfer the employee so that they may increase their hours of work. The Union and the Employer will meet to discuss any application for transfer and determine a solution. Preference will be given to pre-March 17th, 1993 part-time employees who are working a weekly schedule of hours which is less than their base hours.

Application for transfer as described above may be made for a period of one (1) week after the competitor's new store has been opened for two (2) months.

- (e) Hour reductions that occur within a specific scheduling group will be implemented in such a manner that no pre-March 17th, 1993 employee will be scheduled to work less than their base hours when other pre-March 17th, 1993 employees are working in excess of their base hours.

Article 12 – Scheduling

12.1 Definitions

“Base Hour Employee” means a part-time employee, with unbroken service, hired before March 17th, 1993.

“Base Hours” means an employee’s base hours as calculated under the 1997 Collective Agreement.

“Unrestricted Part-Time Employee” means a part-time employee who is available to work any shift normally worked in ***their*** Department, three (3) days per week; Monday to Friday, plus Saturday, Sunday and General Holidays. Employees hired before July 1987 will not be required to be available for Sundays.

Employees who restrict to a maximum number of hours in a week will be considered to be restricted employees.

12.2 Scheduling Groups

- (a) Meat Department (Meat Cutters, Meat Clerks).
- (b) Deli Department.
- (c) Fish Department.

12.3 Scheduling

- (a) In the ordinary course of business, the order of scheduling hours within each scheduling group will be:
 - (i) Full-time employees to the extent of their basic work week;

- (ii) Unrestricted part-time employees;
 - (iii) Restricted part-time employees.
- (b) Unrestricted Base Hour employees will be scheduled more hours than other part-time employees in their classification, in their department, and no less than their base provided there are hours available in their classification in their department after the full-time employees have all been scheduled and the employee has indicated availability to work those hours.
- (c) Unrestricted part-time employees will be scheduled before restricted part-time employees (i.e. unrestricted part-time employees will be scheduled to work more hours than restricted employees).
- (d) Subject to the above paragraphs (a) through (c), in scheduling part-time employees:
- (i) Part-time employees will be given preference in available weekly hours in the store, in their department, and in their scheduling group in accordance with their seniority. The foregoing is not meant to restrict the Employer where, due to operational efficiency, it is necessary to use interdepartmental scheduling. Where interdepartmental scheduling is used, employees who are regularly scheduled in one department will be assigned scheduled shifts/call-ins in their department before employees from other departments.
 - (ii) Senior part-time employees within a classification and a department will be given the opportunity to

work their hours for the week in a fewer number of days.

- (e) A part-time employee relieving a Deli Manager for vacation purposes and other short term absences up to a maximum of three (3) weeks may receive more hours in their department than more senior part-time employees where the senior part-time employees are neither desirous or capable of performing the relief work.
- (f) A provision shall be made for a fair rotation of employees (including Department Managers) when stores are open for night shopping. For the purpose of this article, an evening shift is deemed to be a shift that ends after 6:30 p.m. The intent of this language is to ensure employees are scheduled evening/closing shifts on a fair rotation basis provided it is practical for store operation.

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

(g) Interval Between Shifts

There shall be an interval of not less than ten (10) hours between shifts for all employees. An employee who is not allowed ten (10) hour intervals between shifts shall be paid the rate of time and one half (1 1/2 X) for time worked prior to the expiry of the ten (10) hour interval. The hours which an employee works prior to the expiry of the ten (10) hour interval will be included in determining the basic work day for the purpose of calculating overtime. (Example: An employee's shift ends at 10:00 p.m. and they start the next day at 6:00 a.m. working through to 5:00 p.m. with an hour for lunch ten (10) hours worked). That employee is entitled

to pay as follows: the first two (2) hours at time and one half (1 1/2 X), the next six (6) hours at regular time and the last two (2) hours at time and one half (1 1/2 X) because these hours exceed eight (8) in one (1) day.

(h) Transfer Between Scheduling Groups

The Employer may transfer an employee between scheduling groups to provide relief and additional help after all part-time employees within that scheduling group have been given the opportunity to work the available shifts up to the point of being scheduled overtime.

(i) Consecutive Days Off

The Union and the Employer recognize that the scheduling of consecutive days off varies in accordance with the operational requirements of the department and the preferences of the employees.

Contingent on the continuing operational and staffing requirements of the department, the weekly work schedule will provide full-time employees with their current pattern of days off.

Further, in the Meat Department, each full-time employee will be entitled to be scheduled consecutive days off once every four (4) weeks.

In the Deli Department, a full-time employee will be entitled to be scheduled consecutive days off once every four (4) weeks.

(j) Employees will not be required to work more than seven (7) consecutive days unless they are relieving in the event

of unscheduled absence of other staff or affected by emergencies as indicated in Article 12.5.

Subject to the foregoing, where an employee has been scheduled to work more than seven (7) consecutive days and approaches the Employer to request that the schedule be changed, the Employer will change the schedule so the employee does not work more than seven (7) consecutive days. It is understood that the employee will make the request a minimum of seventy-two (72) hours prior to the eighth (8th) scheduled work day.

(k) Request for Time Off

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. Employees cannot request more than two (2) evenings per week. Subject to operational needs, requests will not be unreasonably denied. These requests for time off will not exempt employees from the requirements under Article 12.3 (f).

(l) The Employer agrees that they will fully comply with any law requiring that employees be given time off to vote.

(m) New Departments

The Employer will have the flexibility to schedule either pre-March 17th, 1993 employees, post-March 17th, 1993 employees or some combination of both in new departments.

(n) Part-time employees may be offered seasonal full-time jobs in order of seniority until the full-time jobs that are

required are filled. These employees may work a weekly full-time schedule for the period commencing the week in which Good Friday falls and finishing Saturday of the weekend following the Labour Day weekend. These employees will be returned to their previous part-time status the Sunday following the Labour Day weekend. The Employer may introduce other incentives based on market conditions to aid in staffing.

12.4 Restrictions and Availability Forms

Part-time employees will be required to declare their availability upon being hired.

Any part-time employee can change their availability four (4X) times per year by obtaining a new Availability Form from their Store Manager and submitting it prior to the following effective dates:

- (a) The first Sunday in September (with a two (2) week leeway before and after);
- (b) Three (3) other times in the calendar year.

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

Part-time employees will be required to work according to their most recent declaration of availability. Employees cannot use a floating availability date to limit or further limit their availability between November 15th and the end of the year.

A part-time employee who fails to provide the Employer with a completed Availability Form prior to the above dates will be scheduled according to their previous Availability Form.

The Employer shall allow the Union to review and photocopy completed Availability Forms at store level upon request.

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.

A restricted employee must be available **for a shift** on Sundays subject to Article 12.8. A restricted employee hired after March 12th, 2015 must be available **for a shift** on Sundays and one (1) other shift during the week.

The Union and the Employer shall meet thirty (30) days after ratification to resolve any issues arising from Sunday shift availability. Employees shall not be denied their choice of Sunday availability.

An unrestricted part-time employee may occasionally request one (1) or two (2) specific days off in a week without a reduction in hours, provided that other hours are available and the employee is otherwise eligible to work those hours under the provisions of this Collective Agreement. Such employee may be required to work on days that they are not normally available to maintain their hours. The Employer will have no obligation to grant a request for days off, or maintain the employee's hours, if the request is made after the schedule is posted.

12.5 Posting of Schedules

The Employer shall post a weekly work schedule for all employees, not later than Saturday noon (12:00 p.m.) to cover a two (2) week period.

The schedule of an employee may be changed, without notice, in the event of an unscheduled absence of other employees, or in the event of emergencies such as fire, flood, breakdown of machinery, or other instances of force majeure. In all other cases at least forty-eight (48) hours' notice of any change must be given or four (4) additional hours pay given in lieu of notice. An employee whose schedule is changed by reason of the foregoing will be notified as soon as possible.

It shall be the Employer's responsibility to notify the employees of a change in their schedule.

Schedules shall be written in a non-erasable format (i.e. ink, computer generated or copy toner) and include employee's name, seniority date and total weekly scheduled hours. Any changes made to the original posted schedule are to be written in red ink (white out shall not be used) on the posted schedule by the close of the store on the same day.

Employees' seniority dates (for the purpose of call-in to work) shall be placed on the weekly work schedule, beside their **full names *along with their current availability and their daily hourly restrictions (restricted / unrestricted)***.

12.6 Reduction of Hours

The Employer shall not reduce the weekly hours of work of an unrestricted employee for the purpose of replacing those hours with an employee at a lower rate of pay.

Where adjustments to the schedule are necessary, wherever possible, they shall be made in such a way as to minimize the reduction of hours of senior employees.

The foregoing will not limit the ability of the Employer to provide optimum service to retail customers.

12.7 Maximum and Minimum Weekly Hours

Unrestricted part-time employees 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.

When an unrestricted part-time employee is scheduled to work, they will be scheduled for a minimum of twelve (12) hours in a week.

The above twelve (12) hour minimum only applies if, after the hours of full-time and base hour employees are scheduled, there are at least twelve (12) hours available in the week that can be worked by one (1) person.

Restricted part-time employees will not be eligible for the twelve (12) hour minimum.

The twelve (12) hour minimum is not meant to be a maximum.

12.8 Sunday Work

- (a) Sunday shall be considered the first day of the employee's basic work week for all purposes of this Collective Agreement.

- (b) Work on Sunday shall be voluntary.
- (c) Sunday work shall be rotated among those who volunteer.
- (d) Employees will be given the opportunity to declare their availability for Sunday work and will further be given the opportunity to notify the Employer of changes in their availability four (4X) times per year – January 1st, April 1st, July 1st, and October 1st.
- (e) Employees hired after **February 14th**, 1987 will **at a minimum be available for a shift** and will be rotated **among those who have agreed to work Sundays**.

The Union and the Employer shall meet thirty (30) days after ratification to resolve any issues arising from Sunday shift availability. Employees shall not be denied their choice of Sunday availability.

- (f) If sufficient employees are not available to work on Sundays, the Employer shall have the right to schedule hours according to “reverse seniority” provided the employee has the ability to perform the work required. For the purpose of scheduling available weekly hours or work, hours worked on Sunday shall be included in a part-time employees’ regular weekly schedule.
- (g) In addition, employees who have not restricted their Sunday availability, may request Easter Sunday off. Such requests must be submitted in writing to the Store Manager four (4) weeks before Easter Sunday.

12.9 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 applicable classification in accordance with the following:

- (a) In the event that 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 will normally be scheduled up to a maximum of twenty-eight (28) hours per week.

Notwithstanding the foregoing, part-time employees 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 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 will be allowed to work a weekly schedule which exceeds twenty-eight (28) hours during busy periods, during a week in which a General 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’s Rights

- 13.1 The Union agrees that the Management of the Employer including the right to plan and direct and control store operations, the direction of the working force, the discharge or discipline of employees for proper cause, the right to hire employees, are the sole rights and functions of the Employer.

Those matters requiring judgment as to competency of employees are also agreed to be the sole right and function of Management, subject, however, to discharge of employees on grounds of alleged incompetence being processed under Articles 16 and 17 of this Collective Agreement.

The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other recognized functions of Management not specifically covered by this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.

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

Article 14 – Union Security

14.1 Union Stewards

- (a) Shop Stewards may be elected or appointed by the Union from time to time and the Employer will be kept informed, by the Union, of such elections or appointments.
- (b) Complaints and grievances, of a minor or emergency nature, may be submitted verbally by the Shop Steward to the designated representative of the Employer prior to processing in the manner outlined in Articles 16 and 17 of the Collective Agreement.
- (c) The Shop Steward may raise grievances and complaints with the Store Manager or, in ***their*** absence the Assistant Store Manager at a time suitable to both parties, which may include time during regular working hours.

- (d) When a Shop Steward is investigating a complaint or grievance on Employer time, **they** will first notify the Store Manager or Assistant Store Manager and the actual time chosen for the investigation of the complaint or grievance must be acceptable to the Employer. The length of time involved in investigating a complaint or grievance, on Employer time, will be that considered reasonable by both the Shop Steward and Store Manager.
- (e) It is agreed that the Shop Steward and the Store Manager will make every effort to resolve the complaints and grievances as quickly as possible.
- (f) It is also agreed that, as far as possible, the handling of complaints and grievances will be confined to such times as will not interfere with the operations of the department or service to the customers.
- (g) Shop Stewards will not suffer discrimination with respect to any condition of employment (including transfers) by reason of their involvement in lawful Union activities.

14.2 New Employee Orientation

The Employer agrees to allow a Shop Steward and/or a Union Representative or Union's designate thirty (30) minutes to do a Union orientation presentation for all employees who are hired after ratification.

This orientation time for all employees shall be treated as time worked for the Employer and compensated. The orientation meeting shall take place in the conference/community room of the store at which the employees are employed. The Union agrees that these meetings shall take place during the Employer's orientation

presentations. However, if the Employer's orientation training is discontinued, the Union orientation shall continue to take place.

Orientation shall occur within fourteen (14) working days of the commencement of employment.

Employer Officials, Managers, and anyone excluded from the bargaining unit shall not be present at Union orientation meetings.

The Employer agrees to work with the Union in order to facilitate this process.

14.3 Visits to the Store

Duly authorized representatives of the Union shall be entitled to visit the store during working hours after notifying the Store Manager or person in charge of operations during their absence. The purpose of the visit is to observe working conditions, interview members, and discuss Union business. Another purpose that visits have is to ensure that the terms and conditions of the Collective Agreement are being complied with.

If the visit will occur during a time when the store is not open to the public and Management is not normally present, the Union Representative will notify the Store Manager or the Assistant Manager during their working hours in advance of the visit. The parties recognize that, in exceptional circumstances where advance notice is not possible, the Union Representative will notify the person in charge of the store upon arrival.

14.4 Union Leave

Provided the operational needs of the store can be met, the Employer agrees to allow time off work without pay for delegates selected to attend seminars, Union conventions, Union business and to attend negotiations up to six (6) months and any extension mutually agreed upon up to a maximum of a further six (6) months to attend to Union business.

The Union will give the Employer a minimum of two (2) weeks' notice. No request will be unreasonably withheld. Where the Union requests information about the denial of a request for leave, the Employer will provide an explanation.

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

14.5 Schedules/Time Cards

Union Representatives and Shop Stewards (on their own time) shall be permitted to review the Hours of Work Schedules and Time Cards and in the event of any discrepancies, they shall be presented under Article 16 of this Agreement.

14.6 Bulletin Boards

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.

14.7 Notices

The Employer agrees to provide suitable space for posting Union notices in the Meat Department, which notices shall first receive approval of Management. The Employer agrees to promptly post such notices.

14.8 ***The Employer will supply a report to the Union containing the following information following the close of the four (4) week accounting period referenced in Article 3.1:***

- ***Hours worked***
- ***Status PT or FT***
- ***Employee number***
- ***Current rate of pay***
- ***Name in full***
- ***Social Insurance Number***
- ***Date of birth***
- ***Mailing address***
- ***All known phone numbers***
- ***Termination date and reason for it***
- ***Notice of Leave of Absence and type***
- ***Amount of current weekly dues***
- ***Amount of current initiation fees***
- ***Amount of Union dues assessment***
- ***Total dues for each employee for the current period***
- ***Total initiation fees for each employee for the current period***

14.9 If the employee requests, the Employer agrees to provide employees with a copy of any policy and/or procedure, corporate or store level, document that the employee is required to sign as soon as possible.

14.10 Union Decal

The Employer agrees to display either the official Union Market Card or Decal of the United Food and Commercial Workers Canada Union, Local No. 401 in a location where it can be seen by the customers. The size of such cards or decals shall be first approved by the Employer.

14.11 The Employer will provide the Union with the following seniority lists on a quarterly basis, and also within three (3) days of a request.

- (a) Full-time Meat Cutters (including Head Meat Cutters, Assistant Head Meat Cutters, and Apprentices).
- (b) Full-time Meat, Fish, and Delicatessen Clerks.
- (c) Part-time Meat Cutters.
- (d) Part-time Meat, Fish, and Delicatessen Clerks.

14.12 Education Fund

Effective January 1st, 1995 the Employer will contribute thirteen (\$0.13) cents per hour to the United Food and Commercial Workers Canada Union, Local No. 401 Education and Training Fund.

The contribution base will be those hours that are used for the remittance of dental contributions.

Article 15 – Discipline and Discharge

- 15.1 No employee shall be disciplined, suspended, or terminated without proper cause. Furthermore, any reprimands or disciplinary warning shall be given to the employee in writing and such employee shall retain a copy of same. Employees will be informed of the reason for their reprimand, suspension, or termination and the Union will be notified in writing of same.

When an employee's work performance is such that it may lead to discipline or discharge and is the subject of discussion between the employee and the Employer, the Union Steward shall be present. In the absence of a Local 401 Meat Union Steward, the Employer shall use a Local 401 Retail Union Steward.

- 15.2 Incidents that produce a negative Shopper Report shall not be used as the basis for disciplining an employee. Further, the name of an employee whose work performance or conduct provided the basis for a negative Shopper Report will not be shown on any posted document. The discussion of a negative Shopper Report will be handled in a confidential manner.
- 15.3 In the event that an employee has been terminated without proper cause, they shall be reinstated and shall receive pay for time lost following termination and prior to reinstatement, in an amount sufficient to make up the difference between any monies received by that employee for other employment, and their full pay. In the case of a Meat Manager, **they** may be reinstated as a Meat Cutter if mutually agreed to by the Employer and the Union or by the decision of a Board of Arbitration.
- 15.4 No discipline notices to remain on an employee's file after twenty-four (24) months and are not to be used in disciplinary proceedings.

Article 16 – Grievance Procedure

- 16.1 Any complaint, disagreement, or difference of opinion between the Employer 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.
- 16.2 Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within fourteen (14) 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.
- 16.3 All grievances, except those submitted by the employee to ***their*** immediate superior or to the Union, shall be submitted in writing and shall set forth, clearly, the issues and contentions of the aggrieved party; the Employer shall then reply, in writing, to the Union's letter, setting forth their answer to the points raised by the Union in its grievance.
- 16.4 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 Employer's official designated by the Employer to handle labour relations.

If a satisfactory settlement cannot 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 17 – Arbitration

- 17.1 All grievances that cannot be settled by the Representatives of the Employer and the Union in accordance with Article 16 may be submitted to a single Arbitrator as set out below.
- 17.2 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.
- 17.3 The arbitrator shall not be vested with the power to change, alter, or modify any of the terms of this Agreement.
- 17.4 No person shall serve as an arbitrator if **they are** involved or directly interested in a grievance.
- 17.5 The decision of the arbitrator shall be binding and enforceable to all parties.
- 17.6 It is agreed that the expenses of the arbitrator shall be borne equally by both the Union and the Employer.

Article 18 – Working Conditions General

18.1 Food Safety, **Occupational Health and Safety Whistleblower Protection**

Employees can speak freely with both Management and the Union regarding food safety **and occupational health and safety** issues and are expected to bring potential food safety **and occupational health and safety concerns** forward to Management.

No employee shall be discriminated against for reporting a food safety or occupational health and safety concern to Management in good faith.

18.2 Injurious Work Requirements

If an employee believes the amount of work they are required to perform is in excess and over what is required from the rest of the staff in the same classification, the question shall be referred to Article 16 – Grievance Procedure.

If an employee believes the work they are required to perform will result in an occupational accident or injury to them, the question will be referred to Article 16 – Grievance Procedure.

18.3 Joint Labour Management Committee

A Joint Labour Management Safety Committee consisting of representatives of the Employer coming under the same Collective Agreement and the Union shall be established, and such Safety Committee shall operate consistent with regulations of and with the assistance of the Safety Branch of the Workers' Compensation Board.

The Employer agrees to establish a Retail Meat Advisory Committee to provide genuine employee input into the successful running of the Meat Department.

The Committee's focus will be to provide positive and constructive input to matters affecting the Meat Departments and establishing good two-way communication between the Employer and employees.

The Committee structure will be as follows:

- (a) Up to six (6) members chosen by the Union, and
- (b) Up to six (6) members chosen by the Employer (Employer participants will include individuals familiar with meat programs).

The Committee will meet no less than two (2X) times per year.

18.4 Staff Meetings

Staff meetings wherever held, shall be considered as time worked and compensated for as such, except when they are dinner meetings at which attendance by an employee is on a voluntary basis. Such dinner meetings in excess of two (2) during each contract year shall be considered as time worked and paid for accordingly.

When dinner meetings are called, a notice will be posted indicating that the meetings are voluntary. A copy of the dinner meeting notice will be faxed to the Union office at time of posting.

18.5 Wearing Apparel

- (a) For Meat Cutters, the Employer shall furnish and launder smocks, cotton aprons, and lugger coats for each employee.

For Meat, Fish, and Deli Clerks, the Employer will furnish a choice of either a vinyl or cotton apron for each employee. Employees choosing to wear a cotton apron will be responsible to maintain the apron in a clean and presentable condition. Employees choosing to wear a vinyl apron will leave the apron in the store to be sanitized as needed. Replacement of such aprons will be at the discretion of the Employer.

Appropriate coats will be provided for employees when working in holding coolers or freezing units or under any other conditions mutually agreed upon between Employer and Union. The number of coats supplied shall be determined by the Employer. It has been further agreed rubber boots will be provided for clean-up operations of the meat department.

It is understood and agreed that all such wearing apparel is the property of the Employer and shall not be removed from the premises of the Employer. As an exception to the foregoing, cotton aprons worn by Meat, Fish, and Deli Clerks may be removed from the premises of the Employer.

- (b) 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.

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.

- 18.6 It shall be the duty and responsibility of both the employees and the Employer to co-operate and ensure that the tools, equipment, utilities, and conveniences used by the employees are maintained in good and safe condition. Employees shall refrain from misusing or defacing them and any conduct which would render unsanitary any such equipment, utensil, or convenience.

The Employer further agrees to furnish and supply each employee with the proper tools and equipment that are required to perform their duties. Such tools and equipment shall remain the property of the Employer, and further, such tools and equipment must remain the property of the Employer, and further, such tools and equipment must remain at all times on Employer premises.

18.7 Employee Security

Employees working evening shifts may request an escort to their car to ensure their safe departure. The request must be made

to the person in charge of the store who will make arrangements for the employee to be escorted to their car.

Employees using other means of transportation may also request help in ensuring their safe departure.

Other matters relating to the employees security should be brought to the attention of Management.

Where front end security is deemed by both parties to be at risk, the Union and the Employer agree to establish a J.L.M. Committee to meet and implement solutions to such security risks within two (2) weeks of meeting.

18.8 Harassment

The Union and the Employer agree that the workplace should be free of harassment, as defined by the Employer Policy-Harassment and applicable legislation. The Employer and the Union will cooperate with each other in preventing and eliminating harassment.

The above is subject to Articles 16 and 17 of the Collective Agreement.

The Union and the Employer agree that directing the workplace is not a form of harassment.

18.9 Non-Discrimination

The Employer agrees there should be no discrimination and the appropriate Sections of the Alberta Labour Relations Code and the Alberta Human Rights Act are hereby recognized.

18.10 Successors and Assigns

This Agreement shall be binding upon the purchaser, or transferee as provided in the applicable section of the Labour Relations Code.

18.11 Severability

If any part of this Agreement is rendered or declared invalid by reason of any existing or subsequently enacted legislation, valid government regulation or order, or by decree of a court of competent jurisdiction, the invalidation of such part of the Agreement shall not affect or invalidate any of the remaining parts hereof, and the same shall continue in full force and effect.

Article 19 – Employee Rights and Dignity and Respect

The Employer recognizes the vital role that employees play in the success of the business. Without restricting the generality of the foregoing, the Employer agrees that all employees shall have the following rights:

- ***The right to a healthy and safe work environment;***
- ***The right to be free from discrimination, intimidation, and harassment;***
- ***The right to be informed of all workplace rights, obligations, policies, and rules;***
- ***The right to all statutory benefits, rights, and privileges;***
- ***The right to be treated with dignity and respect in all circumstances.***

Article 20 – Duration and Renewal

- 20.1** This Agreement shall be effective from **June 24th, 2022** and shall remain in force until **June 24th, 2027** and thereafter from year to year but either party may, not more than one hundred twenty (120) 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.
- 20.2** 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:
- (a) The Union serves notice of strike in accordance with the Alberta Labour Relations Code.
 - (b) The Employer serves notice of lockout in accordance with the Alberta Labour Relations Code.
 - (c) 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 _____, **2023.**

For the Employer:

For the Union:

Employer Committee:

Union Committee:

Shawn Eltom
Michael Vos

Joni Ferguson
Valerie Watch
Sandy Harmeson
David Smith
Lee Clarke

This Agreement was ratified on ***June 24th, 2022.***

Appendix "A"
Wages and Classifications

Meat Cutter Adjustment

All employees on the Journeyman Meat Cutter rate of pay at the commencement of the third (3rd) year of the Collective Agreement (i.e. September 13th, 1993) will receive a twenty-five (\$0.25) cent per hour adjustment.

Apprentices and those hired as at and after September 12th, 1993, must present the Employer with an Alberta trade ticket in order to qualify for the certified Journeyman or "with certificate" rates of pay.

1. Meat Clerks assigned to perform any cutting with a knife or power saw on meat or poultry, or to operate the meat grinder, shall be paid Meat Cutter rates, or such other rate as may be agreed to by the Employer and the Union. The foregoing shall not apply when such work is performed while serving a customer and a Meat Cutter is not available.
2. Meat Clerks in the Delicatessen operations shall be permitted to use knives and operate slicing machines in and for such Delicatessen operations at their regular rate of pay.
3. Meat Clerks shall not be required to lift in excess of thirty-five (35 lbs) pounds at any one time during the performance of their duties.

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 **their** service and experience qualify **them** for the next higher rate in the wage scale.

Signing Bonus

All active employees on the payroll of the Employer hired prior to June 24th, 2022 receive a two and one half (2.5%) percent lump sum payment less statutory deductions based on all regular hours worked or paid from July 27th, 2019 until the date of ratification (June 24th, 2022).

The signing bonus shall be paid to all active employees within thirty (30) calendar days from June 24th, 2022.

The words “on the payroll of the Employer” 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.

Wage Increase

All active top rate or over-scale employees on the payroll of the Employer hired prior to June 24th, 2022 shall receive a two and one half (2.5%) percent wage increase effective June 26th, 2022.

Lump Sum

All active top rated or over-scale employees who were on the payroll of the Employer as of June 24th, 2022 shall receive the following:

Effective June 24th, 2023 – one and one half (1.5%) percent lump sum payment, less statutory deductions, for all hours worked or paid in the fifty-two (52) weeks prior to June 24th, 2023 for all active top rated or over-scale employees.

Effective June 24th, 2024 – one and one half (1.5%) percent lump sum payment, less statutory deductions, for all hours worked or paid in the fifty-two (52) weeks prior to June 24th, 2024 for all active top rated or over-scale employees;

The lump sum payments shall be paid to all active employees within thirty (30) calendar days from the dates set out above.

The words “on the payroll of the Employer” 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.

Wage Reopener

The Union and Employer agree as follows:

- 1. Within six (6) months immediately preceding June 24th, 2025, either party may give notice to the other party to negotiate changes to the top rated and over-scale wage rates, lump sum payments to top rated or over-scale employees, or no change at all in the current Collective Agreement. These changes will not be in effect prior to June 24th, 2025.**
- 2. If the parties are unable to agree on what if any top rated or over-scale wage rates changes are to occur, the parties shall resolve their dispute through final offer selection interest arbitration for a binding settlement.**
- 3. The parties will agree to the appointment of the interest arbitrator.**
- 4. Each party shall formulate their own final offer, which shall**

include the items previously agreed to in their negotiations.

- 5. *The final offer selection arbitrator shall hear submissions from each of the Parties and then select one (1) of the final offers. The final offer selection arbitrator shall take into consideration the economic and competitive climate of the Employer's business, and the interests raised in 2021-22 bargaining.***

- 6. *The final offer selection arbitrator shall not have the power to change the expiration date of this Collective Agreement which is June 24th, 2027.***

Appendix "A" – Wage Scales

Meat & Deli Department Managers

Description	Pay Scale Group	Job Code	Dept	Dept Name	Hours Per Week	March 20/16	June 26/22
Manager Meat	MEATDPMG	59022	001	Meat	40	29.67	30.41
Manager Meat - Acting		59106					
Manager Assistant Meat	ASSMTMGR	59067				28.95	29.67

Description	Pay Scale Group	Job Code	Dept	Dept Name	Hours Per Week	March 20/16	June 26/22
Manager Deli	DELIMGRS	59007	017	Deli	40	28.07	28.77
Manager Deli - Acting		59053					
Manager Ass't Deli	ASDELIMG	59059				25.05	25.68

Meat Cutters (Post)

Post 2008 Ratification: Hired AFTER March 2nd, 2008

Pay Scale Group		MEATCUFL				
Description	Job Code	Dept	Level	Hours	March 20/16	June 26/22
Cutter Meat	59021	001	1	0 - 499.99	15.75	16.14
Cutter Meat Floater	59034		2	500 - 999.99	16.10	16.50
			3	1000 - 1499.99	16.60	17.02
			4	1500 - 1999.99	17.10	17.53
			5	2000 - 2499.99	17.60	18.04
			6	2500+	25.25	25.88
Off Scale					25.65	26.29
					26.05	26.70

Meat Cutters (Pre)

Pre 2003 Ratification: Hired BEFORE June 22nd, 2003

Pay Scale Group		MEATCUTJ				
Description	Job Code	Dept	Level	Hours	March 20/16	June 26/22
Cutter Meat	59021	001	1	10000+	27.15	27.83
Cutter Meat Floater	59034					
Off Scale					27.55	28.24
					27.95	28.65

Pay Scale Group		MEATCUWC				
Description	Job Code	Dept	Level	Hours	March 20/16	June 26/22
Cutter Meat (No Cert)	59075	001	1	9500 - 9999.99	21.09	21.62
Cutter Meat (No Cert) Floater	59109		2	10000+	26.90	27.57
Off Scale					27.30	27.98
					27.70	28.39

Meat Clerks (Post)

Hired AFTER March 12th, 2015

Pay Scale Group		METCLR15					
Description	Job Code	Dept	Level	Hours	Oct 1/18	June 26/22	Increase
Clerk Deli	59005	017	1	0 - 499.99	11.65	15.00	
Meat Wrapper	59066	001	2	500 - 999.99	12.00	15.50	0.50
			3	1000 - 1499.99	12.35	16.00	0.50
			4	1500 - 1999.99	12.70	16.50	0.50
			5	2000 - 2499.99	13.05	17.00	0.50
			6	2500 - 2999.99	13.40	17.50	0.50
			7	3000 - 3499.99	13.75	18.00	0.50
			8	3500 - 3999.99	14.10	18.50	0.50
			9	4000 - 4499.99	14.45	19.00	0.50
			10	4500 - 4999.99	14.80	19.20	0.20
			11	5000 - 5499.99	15.15	19.40	0.20
			12	5500 - 5999.99	15.50	19.60	0.20
			13	6000 - 6499.99	15.85	19.80	0.20
			14	6500 - 6999.99	16.20	20.00	0.20
			15	7000 - 7499.99	16.55	20.20	0.20
			16	7500 - 7999.99	16.90	20.40	0.20
			17	8000 - 8499.99	17.25	20.60	0.20
			18	8500 - 8999.99	17.60	20.80	0.20
			19	9000 - 9499.99	17.95	21.00	0.20
			20	9500 - 9999.99	18.30	21.20	0.20
			21	10000+	20.90	21.42	0.22

Meat Clerks (Post)

Hired AFTER March 2nd, 2008

Pay Scale Group		MEATCLER				
Description	Job Code	Dept	Level	Hours	Oct 1/18	June 26/22
Clerk Deli	59005	017	1	0 - 499.99	15.00	
Meat Wrapper	59066	001	2	500 - 999.99	15.00	
			3	1000 - 1499.99	15.00	
			4	1500 - 1999.99	15.00	
			5	2000 - 2499.99	15.00	
			6	2500 - 2999.99	15.00	
			7	3000 - 3499.99	15.00	
			8	3500 - 3999.99	15.17	
			9	4000 - 4499.99	15.63	
			10	4500+	23.25	23.83
Off Scale					23.65	24.24
					24.05	24.65

No Employees
On Scale

Meat Clerks (Pre)

Hired BEFORE June 22nd, 2003

Pay Scale Group	MEATCLER					
Description	Job Code	Dept	Level	Hours	Oct 1/18	June 26/22
Clerk Deli	59005	017	1	5000 - 5499.99	15.00	
Meat Wrapper	59066	001	2	5500 - 5999.99	15.00	
			3	6000 - 6499.99	15.00	
			4	6500 - 6999.99	15.00	
			5	7000 - 7499.99	15.13	
			6	7500 - 7999.99	16.85	
			7	8000 - 8499.99	17.35	
			8	8500 - 8999.99	17.85	
			9	9000 - 9499.99	18.35	
			10	9500 - 9999.99	18.85	
			11	10000+	24.85	25.47
Off Scale					25.25	25.88
					25.65	26.29

No Employees On Scale

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

Letters of Understanding

Letter of Understanding #1 – Severance Resulting from the Introduction of Counter Ready Meats (For Pre-Ratification – July 26th, 2018 Employees Only)

Severance Resulting from the Introduction of Counter Ready Meats (For Pre-Ratification Employees Only – July 26th, 2018)

Should the Employer choose to introduce Counter Ready Meats, Meat Managers (Head Meat Cutters), Assistant Meat Managers, and Meat Cutters who choose not to accept another job **with** the Employer that may be offered to them at the rate of pay for that job, and provided they are on the payroll at the time of implementation, shall be paid severance in accordance with the following schedule. Employees on medical or parental leaves at the time Counter Ready Meat is introduced will be eligible for severance at the end of their leave.

Severance Schedule Pay-Out

		Previous 52 Week Average Hours									
From	To	0 – 3.99	4 – 7.99	8 – 11.99	12 – 15.99	16 – 19.99	20 – 23.99	24 – 27.99	28 – 31.99	32 – 35.99	FT / PT > 36
\$17.00	Over	1,580	4,740	7,890	11,050	14,210	17,330	20,520	23,680	26,840	30,000
\$16.00	\$16.99	1,440	4,310	7,180	10,050	12,920	15,800	18,670	21,540	24,410	28,000
\$15.00	\$15.99	1,310	3,930	6,560	9,180	11,800	14,420	17,040	19,670	22,290	24,910
\$14.00	\$14.99	1,170	3,500	5,830	8,160	10,490	12,820	15,150	17,480	19,810	22,140
\$13.00	\$13.99	1,020	3,060	5,100	7,140	9,180	11,220	13,260	15,300	17,340	19,370

In addition to the above, employees receiving the severance who have been in the employ of the Employer in the bargaining unit for twenty (20) continuous years or more will receive an additional enhancement in the amount of **five hundred** (\$500.00) **dollars** per year for each full year of service over twenty (20) years to a maximum of **five thousand** (\$5,000.00) **dollars**.

This entitlement is for pre-ratification (July 26th, 2018) employees only.

It is understood that upon the introduction of Counter Ready Meat, all clauses pertaining to Meat Managers, Assistant Meat Managers, Meat Cutters, and the production of beef, pork, veal, and lamb will be deemed to be suspended unless the Counter Ready Meat initiative is abandoned. New language will be negotiated to reflect the new situation.

Letter of Understanding #2 – Full-Time/Part-Time Ratios

Subject to the following, the Employer shall, for the duration of this Agreement, agree to maintain a workforce comprising of full-time and part-time employees in the Meat Production and Meat Service Departments (Delicatessen and Fish Departments) according to the following understandings:

A.	Meat Production	Full-time employees	78.5%
		Part-time employees	<u>21.5%</u>
			100%
B.	Service Departments	Full-time employees	30.0%
		Part-time employees	<u>70.0%</u>
			100%

CLARIFICATION

1. Those full-time and part-time employees shall be enumerated in the foregoing ratio.

Those full-time employees, enumerated above, will include:

- (a) Full-time employees actually at work.
- (b) Full-time employees who have been laid off and maintain recall rights.
- (c) Full-time employees who are on leave of absence (e.g. Maternity, W.C.B., W.I., L.T.D., Vacation, Personal Leave).

2. Those part-time employees, who are enumerated above will include:

- (a) Part-time employees actually at work.

- (b) Part-time employees who have been laid off but enjoy recall rights.
 - (c) Part-time employees who are on leave of absence (e.g. Maternity, W.C.B., W.I., L.T.D., Vacation, Personal Leave).
- 3. The scope of the ratio in each of the two (2) operational areas (Meat Production or Meat Service Departments) shall be the Division.
- 4. The parties realize that there may be occasional, but not consistent, fluctuations in the ratio of full-time employees of up to minus two (-2%) percent below the calculation in (A) or (B) above. The parties agree that these ratios are a minimum and not maximum and that if all requests for full-time have been filled then the ratios may fall below the minimum.
- 5. The parties recognize that the foregoing Agreement, to maintain a full-time/part-time ratio, will not restrict the Employer from opening and operating new departments which are significantly different in staffing requirements and are not currently not operated by the Employer. If it appears that the number of full-time employees, required to operate the new departments, is less than that provided in (A) or (B) above, those new departments and employees will be excluded from the calculation in (A) or (B) above, and will be dealt with in subsequent negotiations.

Letter of Understanding #3 – Deli Managers Bonus

Subject to Letter of Understanding #1, the Employer will continue the Employer Bonus Plan for Deli Managers and Meat Managers. It is understood that the terms and conditions of the Employer Bonus Plan are at the discretion of the Employer.

Letter of Understanding #4 – Meat Department Managers' Compensation Plan

<u>Average Weekly Hours</u>	<u>Weekly Compensation</u>
Up to 160	\$ 20.00
161 to 220	\$ 35.00
221 to 320	\$ 50.00
321 to 420	\$ 65.00
421 to 520	\$ 80.00
521 to 620	\$ 95.00
621 +	\$110.00

The above additional compensation will be based on the average weekly hours worked by all employees in the Meat Department in the previous twelve (12), sixteen (16), or seventeen (17) week operating period and will be adjusted at the end of each such period.

When a store is opened, the additional compensation for the first twelve (12) weeks of operation shall be based on the average hours worked in the store in which the Meat Department Manager was previously employed following which the average hours will be based on the new store's operation.

Letter of Understanding #5 – Relief in Service Departments

The Employer will make the necessary arrangements to ensure that service department employees receive their scheduled fifteen (15) minute rest periods.

Necessary arrangements will include:

- (a) Making sure that schedules are written in such a way that relief is available;
- (b) Permitting the closing of the service departments to allow for breaks when no relief is available.

Letter of Understanding #6 – Joint Training

The Employer is prepared, in good faith, to explore the opportunities available to it through a Joint Training Program under the Education and Training Fund of the U.F.C.W.

It is understood that full commitment will not occur until the Employer has reviewed and agreed upon the particulars and structure of the Joint Training Program.

Letter of Understanding #7 – Customer Service

Employees whose job performance is inconsistent with the Customer Service Policies will be counseled prior to the implementation of progressive discipline. A full-time Union Representative will meet with the employee and their Store Manager prior to any disciplinary action being taken. The Union agrees to make representatives readily available so as not to delay this process unduly.

The foregoing will not apply to incidents of serious misconduct related to customer service.

Letter of Understanding #8 – C.C.W.I.P.P. Stabilization Fund

The Employer and the Union agree as follows:

1. Effective August 29th, 2010, the Employer shall contribute to the Canadian Commercial Workers Industry Pension Plan an additional thirty-five (\$0.35) cents for all hours worked or paid by the Employer to its employees in the bargaining units covered by the Collective Agreement including any overtime hours worked in a week (to a maximum of the basic work week), vacation, General Holidays, sick days (not including Weekly Indemnity, LTD, or other similar indemnifications), jury duty and any paid leave of absence required under the terms of the Collective Agreement.

This means that the Employer will make a total aggregate contribution of one dollar twenty (\$1.20) cents per hour to the Canadian Commercial Workers Industry Pension Plan (i.e. the aggregate of the eighty-five (\$0.85) cents required in Article 9 and the thirty-five (\$0.35) cents required in this Letter of Understanding).

2. Effective March 20th, 2010, the Employer will cease making contributions to the CCWIPP Stabilization Fund. The Employer will not be obligated to make any additional or future contributions to the CCWIPP Stabilization Fund.
3. The Employer and the Union hereby request that the trustees direct an additional five (\$0.05) cents per hour from the Stabilization Fund to the Canadian Commercial Workers Industry Pension Plan for all hours worked or paid by the Employer to its employees in the bargaining units covered by the Collective Agreement including any overtime hours worked in a week (to a maximum of the basic work week), vacation, General Holidays, sick days (not including Weekly Indemnity, LTD, or other similar indemnifications), jury duty, and any paid leave of absence required under the terms of the Collective Agreement. The five (\$0.05) cents from the Stabilization Fund is to be paid retroactively from August 29th, 2010 and continue until all remaining funds within the Stabilization Fund are exhausted or to the effective date of the Collective Agreement that will supersede the new Collective Agreement currently being negotiated between the parties.
4. If the Stabilization Fund is discontinued, the balance of any assets held within the Stabilization Fund shall only be used for the benefit of the Employer's employees in the bargaining unit, in a manner to be agreed upon by the Employer and the Union.

Letter of Understanding #9 – Vacation

On a trial basis for the term of the Collective Agreement, beginning with the vacation year 2012, employees (except those scheduled vacation under Article 6.6) will be able to book vacation outside of Sunday to Saturday as follows:

1. To be eligible, employees must be eligible for five (5) or more weeks of vacation.
2. Eligible employees can use a maximum of two (2) weeks' vacation in this fashion.
3. Where one (**1**) week is taken, the vacation will be recorded on the vacation planner as two (2) weeks. Where two (2) weeks are taken, the vacation will be recorded on the vacation planner as three (3) weeks.
4. Where more than one (1) week is used, they must be taken consecutively. Employees cannot use two (2) single weeks for this purpose.
5. The time of the vacation is to be mutually agreed between Management and the employee.

Letter of Understanding #10 – Additional Training

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

Letter of Understanding #11 – Anti-Fatigue Mats

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

Letter of Understanding #12 – 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 **they** will not be interviewed further and only issued a discipline/termination notice, Article 15.1 shall apply.

Letter of Understanding #13 – **Employee Self Service**

The Employer agrees to meet with the Union upon request to address issues pertaining to employee access to “Employee Self Service” or its replacements.

Letter of Understanding #14 – Vacation Payment

- (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 Employer 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 Employer believes a vacation pay overpayment has occurred, it shall be entitled to deduct the overpayment from the employee's final pay cheque.
- (4) When the Employer deducts a vacation pay overpayment from an employee's final pay cheque, 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 Employer agrees that at the time the full-time employee is identified as potentially being reduced to part-time, the Employer 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 Employer 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 Employer 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 Employer 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.

Letter of Understanding #15 – Demotion

The Employer will provide reasonable coaching and counselling on job expectations and requirements for an employee appointed to a position listed in Article 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 counselling.

Letter of Understanding #16 – Single Days of Vacation Protocol

On a trial basis for the term of the Collective Agreement, 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 **two (2) weeks** 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 **the** 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 Employer's sole discretion. This notice period can be waived by the Employer, 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 Employer, at its sole discretion.

Letter of Understanding #17 – Phased in Retirement

Notwithstanding anything to the contrary contained in the Collective Agreement, the parties agree on a trial basis for the life of the current Collective Agreement to the following terms and conditions for a "Phased-in Retirement" Option.

- (1) Only full-time active employees aged sixty (60) years or older will be eligible for this option.
- (2) Eligible employees may request to participate in this option and their requests will be granted provided it will not interfere with the

efficient operation of the business. Requests will not be unreasonably denied.

- (3) Employees can only elect for this option once in their career. An employee will only be able to revert to regular full-time status as a result of a life-changing event (i.e. divorce, separation, death/illness of a partner).
- (4) Successful applicants will have their basic work week reduced by eight (8) hours each week. In weeks with (a) General Holiday(s), further reductions in the basic work week will be as set out in Article 4.3 (b) of the appropriate Collective Agreement.
- (5) These employees will continue to be eligible for Long Term Disability as set out in Article 8.7 in the Retail Collective Agreement or Article 8.10 the Meats and Deli Collective Agreement.
- (6) These employees will be eligible for the full-time life insurance benefit as set out in the Employer's Group Life Insurance Plan.
- (7) Sick leave credits shall accumulate at the rate of **three point two** (3.2) hours per month as set out in Article 8.3 in the Retail Collective Agreement or Article 8.8 in the Meats and Deli Collective Agreement.
- (8) Vacation weeks will be paid at a rate of two (2%) percent of previous year's gross earnings or the basic work as defined in (4) above, whichever is greater.
- (9) Employees will be required to pay a premium of thirty-five (\$35.00) dollars per pay period to maintain the above mentioned benefits. The premium will be reassessed annually and the employees and the Union will be provided with sixty (60) days' notice of any change to the premium amount.

- (10) The option will be made available for enrollment for all eligible employees starting on August 1st, 2018.
- (11) The parties agree to meet upon request, but not more than annually to review the program and consider any changes that may be required.

Letter of Understanding #18 – 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 **they** should have been considered for a position outlined above, the Employer agrees to meet with the employee and the Union to discuss the employee's qualifications.

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

The Employer agrees to notify the Union, in writing, of the persons selected by the Employer indicating the Department.

Letter of Understanding #19 – 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 Employer 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.

Letter of Understanding #20 – Blacking Out of Vacation Planners

As per our discussions in negotiations, the Employer wishes to confirm the following:

1. The store will not have vacation planners posted with weeks “blacked out” or “blocked off”.
2. Upon request, employees will be given a reason as to why their request for vacation has been denied.
3. Employees will be able to request their vacation anytime in the year as per the Collective Bargaining Agreement guidelines.

Letter of Understand #21 – Voluntary Severance

At the Employer's discretion, employees in certain classifications may be offered voluntary severance. The Union will be notified of all aspects of these offers.

Letter of Understanding #22 – Lump Sum Payment

Further to Appendix "A" – Wages:

1. Top and over-scale employees actively employed at the date of ratification of this Agreement shall receive a lump sum payment of six hundred fifty (\$650.00) dollars, less statutory deductions as required by law, payable thirty (30) days post-ratification of this Agreement.
2. All other employees employed at the date of ratification of this Agreement shall receive a lump sum payment of two hundred fifty (\$250.00) dollars, less statutory deductions as required by law, payable thirty (30) days post-ratification of this Agreement.
3. Employees are not entitled to a lump sum payment under both paragraphs 1 and 2 of this Letter of Understanding.

Letter of Understanding #23 – Exclusion of Assistant Store Managers

It is the intention of the parties to exclude the Assistant Store Manager position from the bargaining unit.

The parties recognize that the incumbent employees currently

employed in the First and Second Assistant Manager positions will have the option up to one (1) month after ratification, to be excluded from or remain in the bargaining unit and will do so until such time that their employment with the Employer ceases. Upon cessation of employment of the First Assistant Manager and/or the Second Assistant Manager, the position will be excluded from the bargaining unit at the time each respective position becomes vacant.

For clarity, it is not a condition of this Letter of Understanding that both the First and Second Assistant Manager must resign prior to the Assistant Store Manager position being excluded from the bargaining unit. When a new Assistant Store Manager is hired by the Employer, that employee shall be excluded from the bargaining unit, regardless of whether any other Assistant Store Manager is still in the bargaining unit.

At such time that the First and/or Second Assistant Manager positions (collectively, "Assistant Store Managers") become excluded from the bargaining unit, the parties agree as follows:

- 1. Article 1.1 of the Agreement shall be revised to specifically exclude Assistant Store Managers as follows:***

The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all employees coming under the provisions of this Agreement employed in the store owned and/or operated by the Employer in the town of Banff, Alberta, except those in the meat sections, Pharmacy Managers, Pharmacists, Pharmacy Interns, Store Manager, and Assistant Store Managers.

- 2. Article 4 of the Agreement shall not apply to Assistant Store Managers and shall be revised as follows:***

Article 4 – Basic Work Week, Overtime, General Holidays

4.1 Basic Work Week

...

(c) Assistant, Produce and Bakery Managers

Notwithstanding the foregoing, Assistant Managers, Produce Managers and Bakery Managers shall work a basic work week of forty-three (43) hours, to be scheduled as two (2), eight (8) hour days and three (3), nine (9) hour days.

Employees who relieve Produce Managers and Bakery Managers will work the forty-three (43) hour basic work week.

In stores where night shopping is in effect, a minimum of one (1) Assistant Manager shall be appointed.

A maximum of one (1) First Assistant Store Manager, one (1) Second Assistant Store Manager and one (1) Management Trainee may be designated by the Employer. This designated position will not be subject to hours claimed. Employees designated as a Management Trainee will be classified as a full-time General Clerk.

It is agreed that the employees in an acting capacity are to be included in the limitations.

Notwithstanding any provision in Article 11 of the Collective Agreement, including those provisions relating to promotions to full-time, layoffs and restrictions to part-time, the Employer may designate the individuals who will occupy the following classifications:

First Assistant Manager

**Second Assistant Manager
Produce Manager
Bakery Manager
Meat Manager
Deli Manager**

Notwithstanding Article 11.3 of the Collective Agreement, the Employer may designate the individuals who will occupy the following classifications:

**Management Trainee
Assistant Produce Manager
Assistant Bakery Manager
Assistant Meat Manager
Assistant Deli Manager
Fish Department Manager
Coffee Bar Operator
Head Cashier
Head File Maintenance
Floral Operator
Variety Operator
Non Retail Pharmacy Assistant Supervisor**

The Employer's store will have only one of each of these classifications. It is agreed that the employees in an acting capacity are to be included in the limitations.

Employees who were appointed to these classifications after June 10th, 2011 and are demoted or voluntarily step down will be placed in the classifications 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 26th, 2008...

Letter of Understanding #24 – COVID OH&S

The parties recognize employee and customer safety are of paramount value. The parties agree to abide by directions issued by public health authorities. In addition, while there remains a risk from the Novel Coronavirus (COVID-19) or a similar virus/pandemic related health risk, the parties agree to increase the frequency of store-level and province-wide Joint Health and Safety meetings as required by the circumstances. All participants in Joint Health and Safety meetings are expected to advocate for and communicate safe work practices.

Letter of Understanding #25 – National Day for Truth and Reconciliation

Employees may request unpaid time off to participate in the National Day for Truth and Reconciliation on September 30th each year. Requests for that day off shall be made by April 30th each year. The Employer will make the final determination based on existing conditions and notify the affected employees by May 31st. Depending on the number of requests and the anticipated needs of the business, approval may be given by seniority. Requests will not be unreasonably denied.

Letter of Understanding #26 – Seasonal Full-Time Benefit Selection

In the event a part-time employee accepts seasonal full-time as outlined in Article 12.3 (e), the employee will be given the opportunity to opt out of the Companies Employees Group Benefit Plan under the provisions of Article 8.1 Health and Welfare Plan and remain on the Part-Time Health and Welfare Trust Benefit

under Article 8.2(i). To opt out, a Benefit Plan Selection Form will be provided by the Employer to the employee to complete and submit to the Employer.

All other letters which are not specifically mentioned in this Agreement will be considered to be null and void.

The following signatures are to cover Letters of Understanding number one (1) through to **twenty-six (26)**.

Signed this _____ day of _____, **2023**.

For the Employer:

For the Union:

Employer Committee:

Union Committee:

Shawn Eltom
Michael Vos

Joni Ferguson
Valerie Watch
Sandy Harmeson
David Smith
Lee Clarke

This Agreement was ratified on **June 24th, 2022**.