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	Current	<b>November 7<sup>th</sup>, 2021</b>
Delicatessen / A La Carte Manager	\$21.88	<b>\$22.21</b>

Level	Meat Cutters	Current	<b>November 7<sup>th</sup>, 2021</b>
1	0 – 500	\$12.86	<b>\$15.00</b>
2	501 – 1000	\$13.28	<b>\$15.05</b>
3	1001 - 1500	\$13.68	<b>\$15.10</b>
4	1501 – 2000	\$14.09	<b>\$15.15</b>
5	2001 – 2500	\$14.50	<b>\$15.20</b>
6	2501 – 3000	\$14.91	<b>\$15.25</b>
7	3001 – 3500	\$15.31	<b>\$15.31</b>
8	3501 – 4000	\$15.72	<b>\$15.72</b>
9	4001 – 4500	\$16.12	<b>\$16.12</b>
10	4501 – 5000	\$16.52	<b>\$16.52</b>
11	5001 – 5500	\$16.93	<b>\$16.93</b>
12	5501 – 6000	\$17.38	<b>\$17.38</b>
13	6001 - 6500	\$19.14	<b>\$19.14</b>
14	6501 - 7000	\$19.74	<b>\$19.74</b>
15	7001 - 7500	\$20.31	<b>\$20.31</b>
16	Over 7500 Hours	\$23.62	<b>\$23.97</b>

	Current	<b>November 7<sup>th</sup>, 2021</b>
Assistant Meat Manager	\$24.19	<b>\$24.55</b>
Meat Manager	\$24.77	<b>\$25.14</b>

The definitions for the classifications of Meat Manager, Assistant Meat Manager, Delicatessen/A **La Carte** Department Manager, and Assistant Delicatessen/A **La Carte** Department Manager are outlined in Article 7.3 – Wages.

- (a) 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 Company and the Union. The foregoing shall not apply when such work is performed while serving a customer and a Meat Cutter is not available.
- (b) Meat Clerks in the Delicatessen/A La Carte operations shall be permitted to use knives and operate slicing machines in and for such delicatessen operations at their regular rate of pay.
- (c) 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.

## Letters of Understanding

Between: Forest Lawn I.G.A.

And: United Food and Commercial Workers Canada Union,  
Local No. 401

### 1. **Harassment in the Workplace**

The Company is committed to provide a work place free of harassment, including sexual harassment as outlined in the Company's Code of Business Conduct and the requirements of legislation.

### 2. **Introduction of New Positions**

The Company and the Union agree that, should the Company decide to introduce a new position covered by the Union's bargaining certificate in the store, the parties will meet for the purpose of establishing the rate of pay to be included in the existing Collective Agreement for all such positions introduced.

### 3. **OH and S and Health and Safety**

The Company shall comply with the Occupational Health and Safety Act and all other relevant legislation in the area of Health and Safety.



#### **4. Promotions**

***Notwithstanding any provision in Article 8 (Retail) or Article 11 (Meats) of the Collective Agreement, including those provisions relating to promotions to full-time, lay-offs and restrictions to part-time, the Company may designate the individuals who will occupy the following classifications:***

***Meat Manager;***

***Deli / A La Carte Manager;***

***Front End Manager;***

***Store Administrator;***

***Head File Maintenance;***

***Assistant Department Manager (Maximum of one (1) per department, with the exception of the Deli/A La Carte department, which will have two (2) Assistant Department Managers).***

***For positions covered under this Letter of Understanding, the Company will institute a non-binding “Expression of Interest” (EOI) process for opportunities to work in the positions listed above. If two (2) candidates are equally suitable, seniority will be the governing factor. If no suitable internal candidate is identified for the position through the EOI process, then the Company will have the ability to hire externally.***

#### **5. FreshCo Conversion**

***In the event the Company decides to convert existing stores to operate under an alternate banner, that are different in size or type of operation from its conventional stores, the Company will enter into negotiations with the Union to develop a separate Collective Agreement that is appropriate***

***for the type of business contemplated. This Agreement must be concluded within three (3) months from the date of announcement. Should a dispute arise as to the terms of the Collective Bargaining Agreement, the items in dispute shall be referred to an agreed upon arbitrator to conduct a final offer selection process in accordance with the provisions of Article 17 (Retail) / Article 19 (Meats) no later than four (4) months after the date of the announcement. The final offer selection decision will be effective no later than five (5) months after the date of the announcement.***

**6. Conversion of a Store to FreshCo**

***The parties have agreed to the following in the event the Forest Lawn Sobeys store is converted to FreshCo.***

***The Company shall have the exclusive right to determine the full-time and part-time staffing level for the FreshCo location at the time of conversion.***

***At conversion, all employees employed in the store at date of conversion will have the option of one (1) of the following:***

- (a) Accept the full FreshCo terms associated with the buy-down; or***
- (b) Up to twenty-five (25%) percent of the vacancies in FreshCo will be filled by employees by seniority who will be allowed to maintain their Forest Lawn Sobeys economic terms along with:***

***Hourly rate of pay and career hours;  
Health and Welfare benefits;  
Dental benefits;***

***Vacation entitlement;  
Seniority date;  
Pension (to be determined by the parties);  
While accepting the remainder of the terms in the  
FreshCo Agreement;***

**OR**

***(c) Buyout as defined below.***

***Full-Time***

***Active full-time employees in the store which is converting who are laid off because there is not an available full-time position will be entitled to severance pay of four (4) weeks' pay per year of completed service to a maximum of fifty-seven thousand (\$57,000.00) dollars.***

***The remaining active full-time employees will be placed into available full-time positions based upon their seniority and their ability and qualifications and will be paid a buy down allowance of two (2) weeks' pay per year completed service to a maximum of forty thousand (\$40,000.00) dollars and will slot into the rate of pay that is closest to their former Forest Lawn Sobeys rate of pay.***

***In either event no full-time employee will receive less than two thousand and five hundred (\$2,500.00) dollars.***

***They will be covered by all the terms and conditions of the FreshCo Collective Agreement.***

## **Part-Time**

***Any active part-time employee in the store which is converting who is laid off because there is not an available part-time position will be entitled to severance pay of four (4) weeks' pay per year of completed service to a maximum of seventeen thousand and five hundred (\$17,500.00) dollars.***

***The remaining part-time employees will be placed into available part-time positions based upon seniority and their ability and qualifications and will be paid a buy down allowance of two (2) weeks' pay per year of completed service to a maximum of ten thousand (\$10,000.00) dollars.***

***Employees will slot into the rate of pay that is closest to their former Forest Lawn Sobeys rate of pay.***

***Part-time employees would be credited with the minimum hours corresponding to their new rate of pay and would progress accordingly.***

***They will be covered by all the terms and conditions of the FreshCo Collective Agreement.***

***In either event a part-time employee with less than one (1) year of completed service will receive five hundred (\$500.00) dollars. A part-time employee with more than one (1) year of completed service will receive a minimum of one thousand (\$1,000.00) dollars.***

## **General**

***Employees who are placed with FreshCo will be rank ordered based upon their seniority date with their previous employer***

***and be placed ahead of any new employees that may be hired.***

***The payments referred to above shall be calculated based upon the date of the store closure.***

***For this letter, the calculation of a full-time week's pay shall be based upon the basic work week times their current regular hourly rate of pay as of the date of store closure.***

***For the purpose of this letter, the calculation of a part-time week's pay shall be based on the previous fifty-two (52) weeks average hours or the average hours in the twelve (12) weeks prior to the closure whichever is greater (to a maximum of twenty-eight (28) hours).***

***Employees who are absent from work due to sickness, disability, maternity leave, or parental leave will be placed into available positions based upon their seniority and their ability and qualifications. Such employees will receive their payment at the point at which they are cleared to work, where applicable. It is understood that any payment owing shall be calculated as of the date of conversion which triggered the options.***

***It is understood that any payments made shall be subject to statutory deduction and are deemed to include any payment in the nature of notice, termination pay, or severance pay required at law or by any other provision of their Collective Agreement.***

## **7. Small Kiosks**

***The operation of small kiosks such as those providing dry cleaning services, gifts, sushi, Asian cuisine, etc., may be carried out by persons excluded from the bargaining unit. However, work carried out by those operating these small kiosks shall be limited to the tasks pertaining to their duties within the said kiosks.***

***The Company and Union will meet once a year or when a new kiosk concept is being introduced, to discuss upcoming kiosk opportunities and the impact of the introduction of kiosks on employees.***

***If there is a reduction in hours in any department as a result of the introduction of small kiosks, the Union and the Company shall meet to discuss the situation and come to a reasonable solution.***

## **8. Demotions**

***The Company will provide reasonable coaching and counselling on job expectations and requirements for an employee appointed to a position listed in Letter of Understanding #4 prior to that employee being demoted for poor performance. The Company will advise the employee that they can, if requested, have a Shop Steward or Union Representative present for the above mentioned coaching or counselling.***

## **9. COVID OH&S**

***The parties recognize employee and customer safety are of paramount importance. 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 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.***

## **10. Union Orientations**

***Shop Stewards and/or Union Representatives will be allowed to introduce themselves to new employees on shift after receiving permission from the Store Manager, or their designate, of which permission will not be unreasonably withheld. Such time will not exceed fifteen (15) minutes and shall not unduly interfere with the employee's regular duties. The meeting shall take place in the conference/community/lunch room of the store at which the employees are employed. Company Officials, Managers, and anyone excluded from the bargaining unit shall not be present at this meeting.***

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **2023**.

For The Company:

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For The Union:

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Company Committee:

***Paul Van Steenbergen***  
***Erin Green***  
***Collin Turner***

Bargaining Committee:

***Susan Breakspear***  
***Abdullah Hussain***  
***Amy Mills***  
***Rita Prakash***  
***Michelle Cahill***  
***David Smith***  
***Lee Clarke***

This Agreement was ratified on ***November 6<sup>th</sup>, 2021***.