

COLLECTIVE AGREEMENT

BETWEEN

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

AND

SOBEYS CAPITAL INCORPORATED
Operating as FOREST LAWN IGA
(Meat, Deli/A La Carte)

Renewal: ***November 6th, 2026***

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This index is only for easy reference. Members are encouraged to read this Agreement and be conversant with all its provisions.

When in doubt as to the interpretation of any portion of this Agreement, please telephone your Union office.

Article 1 – Purpose of Agreement

- 1.1 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 Company, and to set forth herein agreement between the parties covering rates of pay, hours of work and conditions of employment, to be observed by the Company, its employees, and the Union during the term hereof.

Article 2 – Recognition and Jurisdiction

- 2.1 The Company recognizes the Union as the sole collective bargaining agent for all employees in the meat departments and delicatessen departments in the retail store of the Company located in the area of greater Calgary (as per Certificate #76-2010) who are engaged in the receiving, cutting, grinding, preparing, processing, sealing, wrapping, bagging, pricing, fabricating, cubing, tenderizing, and serving all meat products, whether fresh, frozen, chilled, cooked, cured, or smoked. The Company further agrees that all items handled by the meat department at the signing date of this Agreement, shall remain in the jurisdiction of the Union.

- (a) Salesperson or sales person drivers will not be permitted to display meat products. However, such salespersons may remove their company's products, which may be unsuitable for sale from shelves or display cases.

- 2.2 If a full-time employee is terminated because the Company purchases retail cuts of meat or 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) week's notice in writing or pay in lieu thereof. One (1) week's additional notice or pay in lieu thereof will be given to employees with more than one (1) year's continuous full-time service for each additional year of continuous full-time service up to a maximum of eighteen (18) weeks.

- 2.3 There shall be a member of the bargaining unit on duty at those times the meat department or service deli department provides "customer requested special cuts", service except during rest periods and meal periods when staff is 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 the store 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.

- 2.4 Supervisory personnel shall be limited to instructional work only but shall not perform work that is normally done by members of the bargaining unit, except in significant emergency situations where staff is not available.

- 2.5 The term "employee/s" wherever it occurs in this Collective Agreement includes Meat Managers, Deli/A La Carte Manager.

Article 3 – Union Security

- 3.1 The Company agrees to retain in their employ within the bargaining unit, as outlined in Article 2 of this Agreement, only members of the Union in good standing. Such employees will be required, as a condition of employment, to have the regular Union dues, initiation fees, and assessments deducted from their earnings each pay period. Such deductions will be forwarded to the Union by the Company.

The Company 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.

- 3.2 The Company 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 Company. The Company 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.

- 3.3 The Company retains the sole right to hire employees. The Company agrees there should be no discrimination in

accordance with the provisions contained in the **Alberta** Human Rights Act, **or** the Labour Relations Code, and any amendments thereto.

3.4 ***Original Union membership applications will be made available for pick-up at the store, within thirty (30) days of hiring an employee.***

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

- (i) Full Name;***
- (ii) Employee number;***
- (iii) Status (Full-Time, Part-Time, Active, Inactive);***
- (iv) Classification;***
- (v) Store Number;***
- (vi) Social Insurance Number;***
- (vii) Date of Birth;***
- (viii) Date of Hire;***
- (ix) Union Seniority Date;***
- (x) Vacation Date;***
- (xi) Termination Date and reason for termination;***
- (xii) Home Address (including City and Postal Code);***
- (xiii) Phone Number;***
- (xv) Current Rate of Pay;***
- (xvi) Hours worked in the period;***
- (xvii) Career hours in current classification;***
- (xviii) Union Dues Deducted for the Period; and***
- (xix) Initiation Fees Deducted for the Period.***

Article 4 – Deduction of Union Dues

- 4.1 The Company 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 to provide the Company with ninety (90) days written notice of any changes to such initiation fees, assessments, and dues.

The Company shall submit Union dues and assessments electronically, following the close of the Company's four (4) or five (5) week accounting period.

- 4.2 The Company further agrees to automatically deduct Union dues from the wages of all new employees. The employees shall, within thirty (30) days after commencement of employment provide the Company with a signed authorization for such deductions.

- 4.3 Moneys deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union not later than the tenth (10th) of the following month, and accompanied by a written statement of the names of the employees from whom the deductions were made, and amount of each deduction.

- 4.4 Changes in initiation fees, assessments, and Union dues, will be effective on the first Sunday after notification by the Union.

- 4.5 ***Should an error or omission in the deduction of Union dues be discovered, the Union and the Company shall meet with the affected employee and discuss a reasonable payroll deduction plan for the employee to repay the dues owing.***

Article 5 – Basic Work Week and Overtime

- 5.1 The Company 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.
- 5.2 The basic work week for employees regularly working full-time shall consist of forty (40) hours, to be worked in five (5), eight (8) hour days, as scheduled by the Company. The Company will fairly rotate the work schedules for all full-time employees.
- 5.3 The following language will apply for all aspects of scheduling employees.

The Company reserves the right to schedule employee's hours of work, rest periods, meal periods subject to the following provisions:

In the ordinary course of business the order of scheduling employees shall be:

- (a) Full-time employees.
- (b) Unrestricted part-time employees.
- (c) Restricted part-time employees.

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

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

As of April 8th, 2013, “Restricted Employee” means an employee who is unable to meet the above criteria.

As an exception to the above call-ins and overtime shall be allocated by seniority.

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

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

The Company will endeavour to rotate weekend and weekend evening shifts (Friday, Saturday, Sunday) among bargaining unit employees when operationally possible. It is understood that this rotation will not apply to employees wishing to work evenings only.

R.T.O.s (Request for Time Off)

Employees who have a specific request for time off shall inform the Company in writing of the specific days that they are requesting one (1) week prior to the schedule being posted. Subject to operational needs, requests will not be unreasonably denied.

- 5.4 Daily hours of work shall be consecutive with the exception of rest and meal periods. No split shifts shall be worked.
- 5.5 It shall be the Company's responsibility to notify the employees of their schedule. An employee will only be deemed notified if they personally contacted the employee. In the event an employee asserts that **they were** not personally contacted, the Company's records will suffice as evidence the Company personally contacted the employee.
- 5.6 The Company shall post a weekly work schedule upstairs on the bulletin board for all employees, not later than Saturday noon 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 Meat/Deli Department 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.

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

Work schedules will not be used for disciplinary or discriminatory purposes.

- (a) All employees called in or scheduled and who report for work shall, if required to work less than four (4) hours, receive four (4) hours pay at their regular hourly rate.

5.7 Time Recording

The Company 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 Company.

In a grievance involving time worked, the Union will be supplied with a photocopy of the time recording involved within seven (7) days of their request.

5.8 Daily Guarantee

Any employee who reports for work as scheduled, without previous notice not to report, shall be guaranteed a minimum of their scheduled hours of work on any day if sent home prior to completion of scheduled hours, unless terminated as provided in Article 12 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 Company 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.

5.9 Overtime Pay

All time worked in excess of the daily hours, or the basic work weeks, as defined in Article 5.2 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.

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 all work performed on the sixth (6th) and seventh (7th) actual day worked in the employee's scheduled work week (Sunday through Saturday).

When overtime is necessary, it will be offered to the senior employee by classification within the department.

5.10 Rest Periods

Employees working a shift of five (5) 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 five (5) 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 period, 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.

Should an employee have their fifteen (15) minute rest period interrupted, they will receive an additional fifteen (15) minutes of pay at their applicable rate of pay. An interruption shall be defined as a request by Management to return to the employee's department.

5.11 Meal Periods

Meal periods of uninterrupted duration, without pay, of not less than thirty (30) minutes and not to exceed sixty (60) minutes shall start not earlier than three (3) hours, nor later than five (5) hours after commencement of 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.

Any shift starting between the hours of 9:00 p.m. and 4:00 a.m., when stores are not opened for business, shall receive a thirty (30) minute paid meal period.

- (a) If an employee is required to work more than one (1) hour overtime, **they** will be given fifteen (15) minutes paid rest period. The rest period will be taken at the beginning of the overtime period.

5.12 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 three (3) during each contract year shall be considered as time worked and paid for accordingly.

5.13 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) Sunday work shall be voluntary for all existing employees hired prior to November 24th, 2011. The Company shall have the right to schedule any employees hired after November 24th, 2011 to work on Sundays. Work on Sundays shall be rotated among employees who are required to work on that day.
- (c) Employees will be given the opportunity to declare their availability for Sunday work four (4X) times per calendar year. Changes made to availability for Sunday work shall be considered to be included as one of the four (4) changes allowed as per Article 5.3. Work on Sunday shall be rotated among employees who are available for work on that day.
- (d) A full-time employee shall not be reduced to part-time by virtue of **their** refusal to work on Sunday provided **their** seniority entitles **them** to work sufficient hours on other days to maintain their full-time status.
- (e) Notwithstanding the above: Hours worked on Sundays shall carry an additional one (\$1.00) dollar per hour premium.

Article 6 – General Holidays

6.1 The following days shall be considered as General Holidays for the purpose of this Collective Agreement:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
First Monday in August	

and all other public holidays proclaimed by the Federal or Provincial Governments, or by the City of Calgary.

The foregoing is subject to the following provisions:

(a) Provided the employee works their regular scheduled 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) The Store will be closed on Christmas Day.

6.2 Employees shall receive the following General Holiday pay: average hours worked in four (4) weeks preceding 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 be paid for the number of hours they would normally have worked on such a day, or days, if it was not a holiday.

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

6.3 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, time and one-half (1 1/2 X) their regular hourly rate for each hour worked on said holiday.

- 6.4 In a week in which one (1) General Holiday occurs, the work week shall be reduced by one (1) day.

In a week in which two (2) General Holidays occur, the work week shall be reduced by two (2) days.

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

- 6.6 ***Volunteers will be asked to work on General Holidays and if there are not sufficient volunteers, then work on General Holidays shall be on a fair rotational basis.***

Article 7 – Wages

- 7.1 Basic hourly rates of pay and job classifications in Appendix "A", attached hereto and made a part of the Agreement, shall remain in effect for the term of this Agreement.

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

- 7.3 Additional Compensation

There shall be designated in this store, a Meat Manager, Assistant Meat Manager, Deli/**A La Carte** Manager, Assistant Deli/**A La Carte** Manager, as provided below. They

shall be designated and will be paid as set out in Appendix "A" of this Agreement.

7.4 Rates for Relief Work

An employee temporarily relieving a Meat Department Manager shall receive the minimum rate established by this contract for such position, while performing the relief duties. An employee relieving, shall, if relieving for more than one (1) day, shall receive the rate while performing the duties.

An employee relieving the Delicatessen/**A La Carte** Manager for more than one (1) day in a week shall be paid the Delicatessen/**A La Carte** Manager's rate while performing the duties.

7.5 Night Shopping Premium

Effective February 6th, 1983, employees in the bargaining unit, required to work after 6:00 p.m. at night, shall be paid a night premium payment of thirty (\$0.30) cents per full half hour worked after 6:00 p.m. during which time the store is open for business.

7.6 Shift Work Premium

All hours worked by an employee between 10:00 p.m. and 8:00 a.m. shall be considered as shift work and paid for at the applicable straight time or overtime rate plus fifty (\$0.50) cents per hour shift premium for each full hour worked during this period.

This shift premium of fifty (\$0.50) cents will also be paid to all regular full-time employees working an eight (8) hour shift

commencing on or after 4:00 p.m. and before 7:00 a.m. This premium will be paid for the complete shift.

Shift differential pay or premium rate for evening work shall not be added to the employee's hourly rate of pay for the purpose of computing overtime pay. There shall be no pyramiding of night shopping and night shift premiums (night shopping premiums and night shift premiums will not be paid for the same hours worked).

7.7 Shift differential pay or premium rate for evening work which is overtime shall be paid but not added to the employee's hourly rate of pay for the purpose of computing overtime pay.

7.8 There shall be a regular pay day and further, the employee shall be given a statement showing pay period covered, gross earnings, and all deductions.

7.9 Credit for Previous Comparable Experience/Probation Period

A probationary period of forty-five (45) working days shall be served by all new employees. Employees found unsatisfactory during the probation period may be dismissed during this period without recourse to the grievance procedure.

All employees will be classified according to previous comparable experience. 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 probationary period not to exceed forty-five (45) working days from date of employment. Provided the employee's services are retained and their experience is accepted as comparable, then after the forty-five (45) day working period, they shall receive any

difference between their probationary 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 ten (10) working days. Employees shall receive written notification showing any credit for previous experience.

It shall be optional for the Company to grant credit to those employees who are claiming previous comparable experience, if such employees have been out of the industry for five (5) years or more.

In the event of any disagreements as to credit granted for previous experience, such disagreements shall be considered a grievance and the grievance procedure provided in this Agreement shall apply.

Provided the Company has:

- (a) Provided the employee with a new employee's letter provided for in Article 3.2 of this Agreement, not later than two (2) weeks from the date of employment.
- (b) Provided the employee with a written notification showing credit granted for previous experience within the forty-five (45) working day period required by this article.
- (c) Provided the Union with a copy of the letter showing credit granted for previous experience within the same period.

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

7.10 Rest 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 a ten (10) hour interval between shifts shall be paid at the rate of time and one-half (1 1/2 X) for time worked prior to the expiry of the ten (10) hour interval.

Article 8 – Leaves of Absence

8.1 Funeral 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 attend to other arrangements, at the time of bereavement. The length of such absence shall be at the discretion of the Company. The term “immediate family” shall mean same sex partner, spouse, parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild, or any relative living in the household of the employee.

Notwithstanding the foregoing, if the death is a case of **a common law partner**, same sex partner, spouse, father, mother, or child, the employee shall be entitled up to one (1) week 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.

An employee’s day off or vacation will not be used to circumvent funeral leave, however duration of the funeral leave granted will be at the discretion of the Company as outlined above.

All relationships mentioned in this article shall be deemed to include the common-law relationship.

- 8.2 The Company agrees that employees chosen to attend Union conventions and conferences or participate in negotiations involving the Company shall be given time off without pay. The number of employees in excess of one (1), in the area covered by this Agreement to be granted leave of absence for these purposes, shall be by mutual agreement between the Company and the Union.
- 8.3 An employee, not to exceed one (1), elected or appointed to a full-time job with the Union, shall be granted a leave of absence 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.
- 8.4 The employee shall notify the Company at least two (2) weeks in advance of the date of the commencement of such leave of absence as provided for in Article 8.2 and 8.3 above and further the employee shall notify the Company two (2) weeks in advance of their intention to return to work.
- 8.5 Employees with six (6) months service with the Company may request leave of absence, without pay, for a period not to exceed two (2) months, upon written application through the Store Manager, copy to the Personnel Department of the Company. If the request is refused the employee shall be so advised as to the reasons for the refusal in writing.

Applications for leave of absence must be submitted preferably ninety (90) days, but not less than forty-five (45) days prior to the period for which the leave is intended. The employee shall be advised of the Company's answer within

fifteen (15) days of the request. Compassionate leave to employees will be dealt with on an individual basis.

8.6 **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** Company 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 **birth**. 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 **birth** 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 Company 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 Company 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.

Two (2) days leave of absence without pay may be granted to employees for the purpose of attending the birth of a spouse's child.

Parental/Adoption Leave

An employee may request a parental or adoption leave of absence without pay for the care and custody of a newborn child or an adoptive child under the law of the Province. Such leave of absence will be to a maximum of ***sixty-two (62)*** weeks. Further, such leave of absence shall be granted provided the employee requests the leave in writing at least two (2) weeks before the date specified in the application as the date the employee intends to commence the leave. The leave will be taken during the first ***seventy-eight (78)*** weeks after the birth of the child or, in the case of an adoption, after the child comes into the custody of the employee.

The employee shall continue to accrue seniority while on such leave.

Employees will have the option of maintaining their coverage under the Company 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 Company benefit plan will have their benefits reinstated upon return to work.

The employee, when returning to work, shall give the Company 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.

8.7 Leave of Absences

On leave of absence other than Maternity and Parental;

- (a) Seniority will continue to accumulate on such leave of absence.
- (b) Length of service for determining vacation entitlement shall continue to accumulate for the purpose of earning time off. However, vacation pay shall not accrue during the leave of absence period. The Company's sole obligation shall be to pay the appropriate percentage of eligible earnings leading up to the employee taking vacation.

8.8 Employees shall not work during leaves of absence, except as provided in Article 8.3 above. Any employee failing to return at the end of any leave of absence may be terminated.

8.9 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.

8.10 Citizenship Ceremony Leave

- (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 Company as much notice as is reasonable and practicable in the circumstances.**

8.11 Death or Disappearance of Child Leave

Employees will be entitled to take Death or Disappearance of a Child Leave. Notification, eligibility, definition of family member, and duration requirements shall be as per Alberta Employment Standards legislation.

8.12 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.

8.13 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 Article 8.13 (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 Company as much notice as is reasonable and practicable in the circumstances.

8.14 Family Responsibility Leave

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

(a) The care, health, or education of a child in the employee's care or,

(b) The care or health of any member of the employee's immediate family.

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

Article 9 – Jury Service

9.1 An employee summoned to jury duty, jury selection, or subpoenaed as a witness shall be paid the difference between the amount paid for such service and the amount of basic wages they would normally have earned had they been scheduled to work on such days. The employee shall report for work when not required by the court providing there is not less than two (2) hours remaining in their normal work shift.

Time worked on the job in excess of eight (8) hours combined with such service and time worked on the job in one (1) day shall be considered overtime and paid at applicable overtime rates.

Article 10 – Health and Welfare and Sick Leave

10.1 The Company agrees during the term of this Collective Agreement to move all Unionized employees onto the Company's YouFlex Benefit Program.

(a) A.H.C.I. or such other medical plan that will provide similar benefits.

10.2 The Company agrees to advise the Union in writing of the Company'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. The Company will provide the Union with a summary of group insurance benefits provided to employees.

10.3 (a) Full-time employees shall accumulate sick leave credits at the rate of four (4) hours for each full month of employment up to a maximum of one hundred eighty-four (184) hours. Credits shall accumulate only on full-time employment, following the completion of a thirteen (13) week full-time employment eligibility period the employee shall be credited to first day of employment.

(b) Doctor's Notes

Upon the production of an original receipt, the Company shall reimburse employees for any doctor's notes specifically requested by Management. Under normal circumstances, such notes will only be requested as evidence of eligibility for short and/or long term disability.

(c) The Company 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 Company. In such cases, the

Company may discontinue or reduce the benefit of the employee. However, such cases shall be subject to the Grievance Procedure.

- (e) If an employee retires on pension, is permanently laid off or is totally disabled due to occupational accident, they shall be paid unused accumulated sick leave credits.

10.4 Full-time employees qualifying for compensation from the Workers' Compensation Board shall, in addition to the amount received from the Workers' Compensation be paid moneys to a maximum of one hundred (100%) percent of their straight time earnings based on the employee's regular contract rate, for the first three (3) days, and to a maximum of seventy-five (75%) percent thereafter, if Workers' Compensation does not pay seventy-five (75%) percent of the employee's regular contract wages. Such payment shall continue while they are receiving the regular weekly payment from the Compensation Board.

However, if it is determined by the Compensation Board that the person shall not be capable of returning to their former job, then the Company shall subsidize their regular earnings on the foregoing basis up to a maximum of thirteen (13) weeks from the date of accident.

10.5 Without stating reasons, the Company will notify the employee within fourteen (14) days from the date that it has challenged or otherwise disputed the legitimacy of an employee's claim for Workers Compensation benefits.

10.6 Alcoholism, Drug Abuse

- (a) Alcoholism and Drug Abuse: The Company recognizes that alcoholism and drug addiction can respond to therapy and treatment. An employee so affected shall:
- (b) Recognize **their** obligation to seek recognized medical treatment when **their** addiction and/or abuse has an adverse affect on **their** ability to satisfactorily perform the regular duties assigned to **them**, and agree to faithfully maintain any course of recognized medical treatment or therapy prescribed for **them** by a treating physician, or other qualified medical and/or addictions treatment professional.
- (c) 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 Company shall retain its right to terminate the employee subject to the grievance and arbitration procedure.

10.7 Physical Examinations

Where the Company requires an employee to take a physical examination, or related examinations, doctor's fees for such examinations shall be paid by the Company. 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 Company's time without loss of pay.

Medical Report

The Company further agrees to pay the fee for the initial report required by the Company for Weekly Indemnity benefits.

This can be accomplished by either having a doctor submit an invoice to the Company or the employee pay directly and upon presentation of a receipt shall receive reimbursement of same as per above.

Article 11 – Seniority

- 11.1
- (a) For the purpose of seniority, an employee regularly working forty (40) hours per week for thirteen (13) consecutive weeks shall be considered regular full-time.
 - (b) For the purpose of seniority, an employee regularly working thirty (30) hours per week for thirteen (13) consecutive weeks shall be considered a regular part-time employee.
 - (c) For the purpose of seniority, an employee who does not qualify as regular full-time or regular part-time as defined above shall be considered a part-time employee.
 - (d) Seniority shall mean length of continuous service with the Company in the bargaining unit in the area covered by the Collective Agreement.

A full-time position will be deemed to 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 11.7.

11.2 In lay-offs, reduction to part-time and recall of full-time employees, length of continuous service with the Company shall govern unless there is a less senior full-time employee whose qualifications and ability to perform the job are demonstrably greater.

11.3 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 twelve (12) months have elapsed since the last day worked by the employee.
- (c) The Company 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 endeavour has been made to call the employee to work. If the Union is unable to contact the employee within five (5) working days immediately following receipt of advise from the Company, or if the employee is contacted and refused the employment without proper and sufficient reason by the end of the five (5) day period, the employee will be

dropped from the seniority list. The twelve (12) months or the five (5) 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 Company may require the employee to provide written confirmation from a doctor of such illness or accident.

- (d) Such employees rehired within twelve (12) months of their lay-off shall retain their previous length of service for the purpose of this article.

11.4 The Company when reducing hours of work agrees they will not reduce the regular scheduled hours of a full-time employee for the purpose of replacing such hours with part-time.

11.5 The Company 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, one (1) weeks notice.

One (1) or more years of service, one (1) weeks notice for each year of service to a maximum of four (4) weeks.

Similar notice shall be required to reduce regular full-time employees to regular part-time.

11.6 (a) Part-time employees shall be scheduled to work based on seniority as follows:

- (i) The longest shift on any given day within their respective department and classification shall be

given to the senior part-time employee. For the purposes of example, if customer service requirements mean that one department and classification requires ten (10) consecutive hours of work, the junior employee shall receive four (4) hours and the senior employee shall receive the balance;

- (ii) Hours shall be scheduled, by seniority, to a maximum of forty (40) hours and a maximum of five (5) days per week when other part-time employees have less than forty (40) hours during that week;
 - (iii) Shifts may be concurrent or overlapped to satisfy customer service requirements, provided, however, shifts will not be created in a manner which avoids rest and/or meal periods;
 - (iv) The Company will not schedule part-time hours to avoid creating full-time positions;
 - (v) Employees with restricted hours shall not be entitled to any shift or portion thereof if the shift conflicts with their restrictions.
 - (vi) The scheduling of employees for available hours of work shall be by seniority, classification, and department before offering such hours on the basis of seniority outside the employee's department.
- (b) The calling in of part-time employees shall be offered in order of seniority by classification and department provided the more senior employee with less than forty

(40) hours in that week and would not exceed forty (40) hours if called in, is available to work the hours. Employees' who have restricted their availability for work, shall be offered the call-in, in order of seniority only after employees who are available for that call-in have been called first. Such call-ins for work shall be first offered on the basis of seniority to those in the department by classification, before offering such call-ins on the basis of seniority, bargaining unit wide.

- (i) Where overtime of less than four (4) hours is required, it will be offered first to the senior employee on shift by classification and thereafter in descending order, within the department and classification, who is capable of performing the work. Where the requirement for overtime is not satisfied in this way, it shall be offered first to the senior employee, by classification on shift in the bargaining unit and thereafter in descending order who is capable of performing the work. If necessary the junior qualified employee will be required to perform the overtime work.
- (ii) In the event an employee is called in to work overtime hours that have not been scheduled by agreement, such overtime will be offered first to senior employees within the department and classification, who are capable of performing the work. Where the requirement for overtime is not satisfied in this way, the overtime shall then be offered on the basis of bargaining unit seniority to employees who have sufficient ability to perform the work.

- (c) Departments shall mean Meat and Delicatessen/A La Carte.

11.7 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 Company, 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.

- 11.8 Any full-time or part-time employee who is laid off or fails to receive available (as per Article 5.3) hours of work to which they are entitled according to the foregoing understanding shall be compensated for the hours involved in any such violation at their regular rate of pay.

- 11.9 An employee's seniority shall terminate upon the occurrence of any of the following events:

- (a) Employee voluntarily resigns or is terminated.
- (b) Employee fails to return to work after lay-off in accordance with the recall procedure (Article 11.3 (c)).
- (c) Employee has not been on the active payroll of the Company for a period of twelve (12) consecutive months.

- 11.10 Company agrees to notify the Union within five (5) working days but not more than fourteen (14) calendar days of all lay-offs, discharges, and recalls of the employees.

- 11.11 When two (2) or more employees are hired into the same classification on the same date in the same area, the Company shall designate seniority alphabetically by the last name on the date of hire.
- 11.12 The Company agrees to semi-annually provide the Union with seniority lists as outlined:
- (a) Full-time Meat Cutters (including Meat Managers, Assistant Meat Managers and Apprentices).
 - (b) Full-time Meat and Delicatessen/A La Carte Clerks (including Deli/**A La Carte** Managers, Assistant Deli/**A La Carte** Managers).
 - (c) Part-time Meat Cutters.
 - (d) Part-time Meat and Delicatessen/A La Carte Clerks.

Seniority for Meat, Delicatessen/A La Carte Clerks to be interchangeable for seniority purposes, only when they can do the job involved. The Company will endeavour to cross train Meat, Delicatessen/A La Carte Clerks in each department.

11.13 Job Postings/Vacancies

Subject to Article 11.7 being fulfilled when job vacancies occur and when the Company creates new job classifications, they will be clearly posted on the bulletin board within fifteen (15) days, for a period of seven (7) calendar days, during which time applications may be made by the employees. Each posting will include Department, Classification, and a summary of the job duties required. The name of the senior applicant to perform the job will be

posted within seven (7) calendar days and awarded the position as soon as possible thereafter. If required, a temporary appointment may be made by the Company, pending a receipt of applications. ***It is understood that only full-time positions shall be posted by the Company. The job posting board shall be in a place that is easily visible to employees.***

Those part-time employees who wish to be considered for new departments or who wish to transfer into another department shall inform the Store Manager, in writing, with a copy to the Union. Employees who have applied to work in another department shall be offered a position in order of their seniority with the Company. A successful applicant who refuses an offer in a department will not be entitled to re-apply for a period of six (6) months. This paragraph shall be posted in the same location as full-time vacancies.

Notwithstanding the foregoing, successful applicants for positions for Meat Manager or Deli/***A La Carte*** Manager will only be given the opportunity to do the job if they have the qualifications.

Successful candidates with proper training will have up to two hundred (200) hours worked to demonstrate that they can successfully complete the job functions required in their new posting. If either the employee or the Company determines that the employee cannot successfully complete the job functions, they will be returned to their previous position and the next senior person on the posting list will be given an opportunity to qualify for the position.

Employees absent from work for bona fide reasons for five (5) weeks or less shall be granted the opportunity to apply

for job postings, provided they do so within five (5) calendar days of returning to work. Any employee that will be absent from work for bona fide reasons longer than five (5) weeks, who want to be considered for a posting in their absence, shall inform the Company in writing of one or more specific positions they would be interested in applying for and further provide the Company with a contact person and phone number. If they are the successful applicant, upon notification, they shall have seven (7) days, to accept the position. Should they not accept within seven (7) days, they will be deemed to have refused the posting.

The Company will retain all copies of applications for job postings or vacancies to be reviewed in the event of any discrepancies.

Article 12 – Discipline and Discharge

- 12.1 (a) When an employee's work performance **or conduct** is such that it may lead to discipline or discharge and is the subject of discussion between the employee and the Company, the Union Steward or Union Representative shall be present. ***In the event that a Steward or Union Representative is not available at the time, the Company shall attempt to contact the store's Union Representative and advise them at least twelve (12) hours in advance that a disciplinary meeting will be held. In the event that the person contacted is not available for the meeting, another member of the bargaining unit shall be selected by the employee.***
- (b) No employee shall be disciplined, suspended, or terminated without proper cause. Furthermore, any

reprimands or disciplinary warnings 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. In circumstances of serious discipline such as suspension and discharge the details will be communicated immediately to the Union office.

- (c) No reprimands to remain on an employee's file after eighteen (18) months and are not to be used in disciplinary proceedings.

12.2 In the event the employee or the Union feels that the suspension, reprimand, or the termination is not proper, the matter may be presented as a grievance commencing with Article 18, provided that such grievance is presented within thirty (30) calendar days from the event giving rise to the grievance.

12.3 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 moneys received by that employee for other employment, and their full pay. In the case of a Meat Manager, they may be reinstated as a Journeyman if mutually agreed to by the Company and the Union or by the decision of a Board of Arbitration.

12.4 Termination of any employee during the first thirty (30) calendar days of their employment or any extended period mutually agreed upon under Article 7.9, shall not be subject to challenge by the Union or the employee under the terms of this Collective Agreement and the grievance procedure will not be applicable in such termination.

Article 13 – Severance Pay

13.1 Employees regularly working full-time, upon termination by the Company, except employees terminated for proper cause, shall be given individual notice in writing or pay in lieu thereof as follows:

- (a) One (1) week's notice in writing or pay in lieu thereof to those who have completed sixty (60) days' service.
- (b) Two (2) weeks' notice in writing or pay in lieu thereof to those who have completed two (2) or more years' service.
- (c) Three (3) weeks' notice in writing or pay in lieu thereof to those who have completed five (5) or more consecutive years' service.

Severance Pay on Closing of Store

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

<u>Full-time Consecutive Service</u>	<u>Severance Pay</u>
Up to two (2) years	One (1) week (One (1) week's pay for every year)

Over two (2) years

Of full-time service
to a maximum of twenty
(20) weeks

This article does not apply to a temporary lay-off; full-time employees who accept other full-time or part-time employment with the Company, or in retail meat industry, or to regular full-time employees who lose employment and are reinstated within thirty (30) days to full-time status. Additionally, if an employee accepts other full-time or part-time employment at a lesser rate of pay, they shall receive the difference between that lesser rate of pay and the pay to which they are entitled for severance pay for the period for which they are entitled.

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

- 13.2 Termination notice to be given in writing to become effective from the date the employee receives such notice.
- 13.3 Employees regularly working full-time reduced to part-time who terminate or are terminated within thirteen (13) weeks 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.
- 13.4 This article shall not be deemed to invalidate an employee's right under Article 18 - Grievance Procedure.

Article 14 – Vacations

- 14.1 Employees regularly working full-time shall receive vacation with pay in accordance with the terms of the following schedule setting out consecutive years of service as defined below.

Two (2) weeks' vacation annually, after one (1) year's service.

Three (3) weeks' vacation annually, after four (4) years' service.

Four (4) weeks' vacation annually, after eight (8) years' service.

Five (5) weeks' vacation annually, after seventeen (17) years' service.

Six (6) weeks' vacation annually, after twenty-three (23) years' service.

- 14.2 Part-time employees will be afforded the same vacation entitlement in terms of weeks per year of service as full-time employees but will receive their vacation pay on the second pay period in **January** of each year.

Service for all employees is measured from date of hire.

- 14.3 Calculation of Vacation Pay

- (a) The Company agrees to pay full-time employees vacation pay of two (2%) percent of the employee's total compensation for the employee's calendar year

(twelve (12) month period) of vacation entitlement or forty (40) hours pay, whichever is greater.

The Company further agrees to pay part-time employees two (2%) percent of their total compensation for the employees twelve (12) month calendar year for each week of vacation entitlement.

- (b) All time lost (up to thirty-one (31) consecutive days) because of sickness or non-occupational accident; all time lost due to occupational accident; all time absent on paid full-time vacation; paid General Holidays, and all time spent at apprenticeship schools (assuming the employee returns to the Company following the completion of their course) shall be considered as time worked for the purpose of determining the vacation allowance to which an employee is entitled.
- (c) An employee, whose absence due to non-occupational accident or sickness, or unpaid leave of absence, extends beyond thirty-one (31) consecutive days and results in less than forty (40) hours pay per week shall receive vacation pay of two (2%) percent of the employee's total compensation for the employees calendar year (twelve (12) month period) for each week of vacation entitlement.
- (d) Two (2) consecutive weeks of vacation shall be granted during the prime-time vacation months of April, May, June, July, August, and September unless additional earned vacation may be granted without limiting the ability of other employees to receive vacation during said prime-time vacation months.

- (e) Vacation planners will be posted by **November 1st** of **the preceding** year (calendar year is January 1st to December 31st). All full-time employees within the department/classification are to be prepared to make their vacation choice by **November 15th of each preceding year. If employees have not made their selection by December 1st of the preceding year, the Company will canvass full-time employees by seniority,** as to their preference for vacation. Once canvassed, the employee will have up to a maximum of twenty-four (24) hours to give their selection then the Company will move on to the next senior full-time employee on the list for that department/classification. The Company will have the completed vacation planner for full-time employees posted by **January 1st** of each year or sooner if possible.
- (f) Consistent with the foregoing, senior full-time employees, who fail to select their vacation when canvassed in order of seniority, will not be allowed to displace a junior employees' confirmed selection.
- (g) The Company will not force employees to take vacation in periods of less than one (1) calendar week duration. However, employees requesting vacation of less than one (1) week in duration shall only be granted such vacation time provided the shorter vacation periods do not interfere with the ability of other employees to be granted vacation in blocks of one (1) or more weeks. **Employees shall not be allowed to use more than two (2) weeks of vacation in single day increments, in a calendar year.**
- (h) The Company shall schedule any vacation entitlement for full-time employees' not chosen by September 15th

with three (3) weeks written notice given to the affected employees without regard for seniority. For the purpose of scheduling all remaining employee vacation entitlement, the Company may carry vacation over until March 15th of the next calendar year.

- (i) Vacation pay will be paid prior to leaving on vacation, if an employee requests payment in writing thirty (30) days before the first day of vacation.
- (j) When a paid holiday occurs during any employee's vacation, an extra day's vacation shall be granted if the holiday is one for which the employee would have received pay had they been working.
- (k) Part-time employees shall submit written vacation applications after full-time employees have had the opportunity to apply in accordance with the previous paragraphs.

All part-time employees' will have the opportunity to select vacation weeks and such request shall be submitted in writing to their Department Manager prior to **January 15th** of each year. When submitting their requests, employees will put their top three (3) choices in order of preference for their desired time off. The Company will respond in writing to all part-time employees that have requested vacation informing them of their entitlement by **January 31st** of each year.

- (l) All employees' vacation requests will be granted in accordance with seniority and shall be subject to the Company's ability to maintain efficient store operations. Any employee's chosen vacation once confirmed can not be displaced by another employee.

- (m) All employees that have weeks of vacation that were not booked will be able to apply, in writing, for their remaining vacation on a first come basis once the vacation planner is completed. No vacation request will be unreasonably denied.
- (n) Any employee that does not qualify for a vacation as described above, may make a request to the Company for a leave of absence without pay during the vacation period.

Article 15 – Working Conditions General

15.1 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 and it will result in an occupational accident or occupational injury to them, the question shall be referred to Article 18 – Grievance Procedure.

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

15.3 The Company shall furnish and launder smocks and cotton aprons for each employee. The Company may furnish to the employees nylon uniforms or similar type uniforms and those employees shall be responsible in the event of loss of these uniforms and such uniforms shall be laundered by the employee.

Appropriate coats will be provided for employees when working in holding coolers or freezing units or under any other conditions mutually agreed upon between Company and Union. The number of coats supplied shall be determined by the Company. 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 Company and shall not be removed from the premises of the Company.

Employees shall be entitled to wear slacks, or pantsuits, style and colour to be at the discretion of the Company.

15.4 The Company 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 customers. The size of such cards or decals shall be first approved by the Company.

15.5 It shall be the duty and responsibility of all employees to co-operate and assist in maintaining in good condition such equipment, utilities, and conveniences used by such employees. Employees shall refrain from misusing or defacing them and any conduct which would render unsanitary any such equipment, utensil, or convenience.

Store-Level Joint Work Site Health and Safety Committee

The Company will have a Joint Work Site Health and Safety Committee in each store. The purpose of this committee will be the promotion of occupational health and safe work practices in the workplace. No employee

shall be discriminated against for participating in a Joint Work Site Health and Safety Committee or for reporting a good faith health and safety concern.

Composition

There shall be between four (4) and ten (10) committee members representing the entire store on each store's committee. There will be equal or more employee representatives than Company representatives. Employee representatives shall be bargaining unit members in the store and shall be appointed by their Union. Each appointment shall be for a minimum of one (1) year.

The names of committee members shall be posted in the workplace in places accessible to employees so that all employees can identify their Health and Safety Committee members.

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

Meetings

Meetings shall be scheduled for each month in January of each year and the Company and the Union will endeavour to have the meetings as scheduled or within one (1) week of the scheduled meeting. Notice of changes to scheduled meetings shall be provided to the Union Representative by the Company.

The chairing of meetings will be rotated among the Co-chairs (one (1) from the Company representatives and

one (1) from the employee representatives) on an alternate basis and the minutes shall be posted in the store.

Meeting minutes shall be posted in the store, and within fourteen (14) calendar days of the meeting, shall be forwarded to the Union Office by the employee Committee Co-Chair.

Duly authorized Union Representatives shall have the right to attend Health and Safety Committee meetings if they provide prior notice of their attendance to the Store Manager.

Training

Committee Co-Chairs shall be trained in the duties and functions of joint work site health and safety committees. Such training shall consist of the greater of sixteen (16) hours or two (2) shifts on an annual basis.

Time spent attending meetings or training

Training programs approved by the Company shall be paid for by the Company.

All time spent in Company-approved training and participating in the duties and functions of the Joint Work Site Health Committee during their scheduled shift will be paid as if they had been working regular duties.

If an employee is not scheduled to work when a Safety Committee meeting is held, attendance will be voluntary. Any employee who voluntarily attends a Safety Committee meeting will be paid at the straight time rate

and further, those hours paid will not result in the payment of overtime elsewhere in the day or week. In addition, there will be no minimum call-in payable pursuant to Article 5.6 (a) for those employees who decide to attend a Safety Meeting on a voluntary basis.

15.6 The Company shall pay employees who use their personal vehicles for Company business, the Sobeys Corporate rate per kilometre.

(a) No employee will be required to transport product using a vehicle not insured for the purpose.

15.7 No employee shall be permitted to take invoices or any other records away from the premises.

15.8 **Visits to Stores**

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.

An interview of an employee by the Union Representative shall minimally interfere with the employee's work and be held, whenever possible, during the lunch period. However, if it is not practical to interview during the lunch period, then such interview shall:

- (a) Be carried on without the presence of Management, in a suitable place in the store agreed upon by the Union Representative and the Manager.***
- (b) Be during the regular working hours. Time taken for such an interview in excess of five (5) minutes shall not be on Company time unless with the approval of Management. Approval shall not be unreasonably withheld.***

During a store visit, a Union Representative can visit and stay in the lunchroom while the store is open.

15.9 Union Representatives shall be permitted to review the hours of work schedules and time cards. In the event of any discrepancies, they shall be presented under Article 18 of this Agreement.

15.10 Shop Stewards

- (a) Shop Stewards may be elected or appointed by the Union from time to time and the Company 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

Company prior to processing in the manner outlined in Articles 18 & 19 of the Collective Agreement.

- (c) The Shop Steward may raise grievance 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) Shop Stewards may commence to investigate an alleged complaint or grievance on Company time upon the approval of the Store Manager or Assistant Store Manager. When the commencement of an investigation on Company time is approved, Shop Stewards will not exceed ten (10) minutes on Company time for such purpose. Management will not unreasonably withhold its approval.
- (e) It is agreed that the parties will make every effort to resolve the alleged complaints and grievances in a timely manner.
- (f) It is also agreed that, as far as possible, the investigation and discussion seeking to resolve alleged complaints and grievances will be confined to such times as will not interfere with the operations of the department or service to customers.
- (g) Shop Stewards may wear a "Shop Steward" button of not more than two (2") inches in diameter so long as it does not cover in whole or part the Sobeys name or any printed or embroidered information on smocks, aprons, uniforms, or other work wear provided by the Company.

Article 16 – Union Representational Rights

- 16.1 The Company agrees to provide the Union with copies of documentation in the possession of the Company relating to any member of the bargaining unit, upon request from the Union. It is agreed that the Union may make such request for the purpose of investigating grievances or potential grievances, for reviewing benefit or related issues, or for Union administration matters. It is understood that this shall only apply to documentation which the member could demand personally from the Company pursuant to the Personal Information Protection Act, and nothing more. It is further agreed that this article is intended to be of the type referred to in Section 19 (a) of the Regulations to the Personal Information Protection Act.

Article 17 – Union's Recognition of Management's Rights

- 17.1 The Union agrees that the Management of the Company including the right to plan and direct and control store operations, the direction of the working force, the discharge of employees for proper cause are the sole rights and functions of the Company. Those matters requiring judgement 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 incompetency being processed under Articles 18 and 19 of this Collective Agreement.
- 17.2 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 Company, 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 18 – Grievance Procedure

- 18.1 It is agreed that the Union and the Company, have the right to present grievances one to the other.
- 18.2 Grievances shall be presented promptly after the occurrence of the event which gave rise to the grievance, but not later than thirty (30) days.

In the event the Company fails to respond to a written grievance within thirty (30) days, it shall be deemed to have been settled in accordance with the remedy set out in the written grievance.

Grievances under this article refer to and mean any differences, disputes, or complaints arising over the interpretation, application, alleged violation, or meaning of the provisions of this Agreement. In such instances an earnest effort will be made to settle all matters promptly in the manner hereinafter outlined.

Step 1

The employee should attempt to resolve the problem with their immediate Supervisor and/or Store Manager. Failing this or if no settlement is reached in Step 1, then:

Step 2

The Union Representative, or designated official and the Company's Labour Relations Manager or designate will be

involved to attempt to settle the grievance. If no settlement is reached within fourteen (14) working days, then:

Step 3

The grievance may be referred to arbitration as outlined in Article 19 with written notification by either party within ninety (90) days of the conclusion of Step 2. If no written referral is received within the ninety (90) days, the grievance shall be deemed to have been abandoned.

- 18.3 Grievances must be reduced to writing by the Union, in order to be considered under Step 3.
- 18.4 In the event a grievance arises on behalf of the Company, the matter shall be presented to the Union Representative who shall have fourteen (14) working days from the date of submission to reconcile any and all grievances.
- 18.5 The time limits specified herein may be extended by mutual agreement between the Company and the Union.
- 18.6 All settlements shall be final and binding on all parties concerned.

Article 19 – Arbitration

- 19.1 If a satisfactory settlement cannot be reached, or if the party on whom the grievance has been served, fails to meet the other party within fourteen (14) working days of receiving the written grievance, either party may, by written notice, served upon the other, require submission of a grievance to arbitration by a single arbitrator.

- 19.2 (a) Within ten (10) days (excluding weekends and holidays) following receipt of notice to arbitrate, the Company and the Union shall attempt to mutually agree upon an arbitrator.
- (b) In the event of the representatives of the Union and the Company failing to agree upon an arbitrator within the specified ten (10) days (excluding weekends and holidays), then application for the appointment of an arbitrator to the Director of Mediation Services shall be made.
- 19.3 Grievances submitted to arbitration shall be in writing and shall clearly specify the nature of the issue.
- 19.4 In reaching a decision, the arbitrator shall not be vested with the power to vary, change, supplement, modify, alter, or amend this Agreement in any of its parts, but shall interpret this Agreement with respect to the issue.
- 19.5 All expenses of the arbitrator shall be shared equally between the Company and the Union.
- 19.6 It is understood and agreed that the time limits as set forth herein may be altered by mutual agreement between the Company and the Union.
- 19.7 The decision and findings of the arbitrator shall be final, binding, and enforceable on all parties.

Article 20 – Pension Plan

- 20.1 The Company agrees to participate in and contribute to the Canadian Commercial Workers' Industry Pension Plan.

- (a) Effective November 23rd, 2003, the Company agrees to contribute to the Canadian Commercial Workers Industry Pension Plan, fifty-five (\$0.55) cents per hour for all hours paid by the Company to members of the bargaining unit (hours paid shall include hours worked, A.T.O., vacation, General Holidays, sick days (not including Weekly Indemnity), jury duty, bereavement leave, etc., up to a maximum of forty (40) hours per week.
- (b) The above rates of contribution shall be in addition to any obligation which the Company may have to the Canadian Commercial Workers Industry Pension Plan in respect to ***their*** “initial past service liability” to provide past service benefits.
- (c) 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) or (b), shall be forwarded by the Company within the twenty-one (21) days after the close of the Company’s four (4) or five (5) week accounting period. The Company agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.

Article 21 – Dental Plan

21.1 The Company agrees to offer dental coverage as per the Sobeys YouFlex Benefit Program.

The Company will provide the Union with a summary of group insurance benefits provided to employees.

Article 22 – Successors and Assigns

- 22.1 This Agreement shall be binding upon the purchaser or transferee as provided in Section 46 of the Labour Relations Code.

Article 23 – Non-Discrimination

- 23.1 The appropriate Sections of the Alberta Labour Relations Code (as amended) and the Alberta Human Rights Act are hereby recognized.

Article 24 – Severability

- 24.1 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 25 – Employee Rights

The Company recognizes the vital role that employees play in the success of the business. Without restricting the generality of the foregoing, the Company 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 26 – Duration and Renewal

25.1 This Agreement shall be effective from November **14th, 2020** until November **6th, 2026**, and shall remain in force thereafter from year to year but either party may, 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 terminate such Agreement or to negotiate a revision thereof.

If notice to negotiate, following any notice to terminate, has been given by either party (prior to date of such termination) or if notice to amend has been given by either party, this Agreement shall not be altered until a new Collective Agreement is reached or a party lawfully strikes or locks out pursuant to the provisions of the Alberta Labour Code.

There shall be no strikes or lockouts during the term of this Agreement, as per the appropriate Sections of the Alberta Labour Relations Code of Alberta.

In witness whereof, the parties hereto have cause these presents to be executed.

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

For The Company:

For The Union:

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 6th, 2021***.

Appendix “A” – Wages and Classifications

Signing Bonus

All active top rated or over-scale employees on the payroll of the Company hired prior to **November 6th, 2021** shall receive a **two (2%)** percent lump sum payment less statutory deductions based on all regular hours worked or paid from November 15th, **2020** until **November 6th, 2021**.

The signing bonus shall be paid to all active employees within thirty (30) calendar days from **November 6th, 2021**.

The words “on the payroll of the Company” shall include all employees who are currently on vacation, authorized leave of absence, sick leave, injury leave, Short Term Disability, Long Term Disability, Workers’ Compensation, maternity leave, or parental leave. Employees on a bona fide leave shall receive their signing bonus upon their return to work.

Wage Increase

All active top rate or over-scale employees on the payroll of the Company hired prior to November 6th, 2021 shall receive a one and a half (1.5%) percent wage increase effective November 7th, 2021.

Lump Sum

All active top rated or over-scale employees who were on the payroll of the Company as of the date of ratification (**November 6th, 2021**) shall receive the following:

Effective November 6th, 2022 – one (1.0%) percent lump sum payment, less statutory deductions, for all hours worked or paid

in the fifty-two (52) weeks prior to November 6th, 2022 for all active top rated or over-scale employees;

Effective November 6th, 2023 – one (1.0%) percent lump sum payment, less statutory deductions, for all hours worked or paid in the fifty-two (52) weeks prior to November 6th, 2023 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 Company” shall include all employees who are currently on vacation, authorized leave of absence, sick leave, injury leave, Short Term Disability, Long Term Disability, Workers’ Compensation, maternity leave, or parental leave. Employees on a bona fide leave shall receive their signing bonus upon their return to work.

Wage Reopener

The Union and Company agree as follows:

- 1. Within six (6) months immediately preceding November 6th, 2024, 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 November 6th, 2024.***
- 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 Company's business, and the interests raised in 2021 bargaining.***
6. ***The final offer selection arbitrator shall not have the power to change the expiration date of this Collective Agreement which is November 6th, 2026.***

Level	Deli Clerks & Meat Wrappers	Current	<i>November 7th, 2021</i>
1	0 – 500	\$10.00	<i>\$15.00</i>
2	501 – 1000	\$10.43	<i>\$15.05</i>
3	1001 - 1500	\$10.63	<i>\$15.10</i>
4	1501 – 2000	\$10.85	<i>\$15.15</i>
5	2001 – 2500	\$11.58	<i>\$15.20</i>
6	2501 – 3000	\$12.33	<i>\$15.25</i>
7	3001 – 3500	\$13.07	<i>\$15.30</i>
8	3501 – 4000	\$13.80	<i>\$15.35</i>
9	4001 – 4500	\$14.54	<i>\$15.40</i>
10	4501 – 5000	\$15.41	<i>\$15.45</i>
11	5001 – 5500	\$16.15	<i>\$16.15</i>
12	5501 – 6000	\$16.89	<i>\$16.89</i>
13	6001 - 6500	\$17.60	<i>\$17.60</i>
14	6500 +	\$20.62	<i>\$20.93</i>

Assistant Delicatessen/A La Carte Manager shall be paid at fifty (\$0.50) cents per hour over their grid position rate.		
	Current	November 7th, 2021
Delicatessen / A La Carte Manager	\$21.88	\$22.21

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

	Current	November 7th, 2021
Assistant Meat Manager	\$24.19	\$24.55
Meat Manager	\$24.77	\$25.14

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:

For The Union:

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 6th, 2021***.