

# COLLECTIVE AGREEMENT

BETWEEN

SOBEYS CAPITAL INCORPORATED  
(Operating as Forest Lawn Garden Market I.G.A.)  
(Retail)

AND

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

Renewal: ***November 6<sup>th</sup>, 2026***

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THIS COLLECTIVE AGREEMENT made this **6th** day of **November, 2021**.

BY AND BETWEEN: SOBEYS CAPITAL INCORPORATED, operating as FOREST LAWN GARDEN MARKET I.G.A., carrying on business in the City of Calgary and its adjacent suburbs in the Province of Alberta, hereinafter referred to as “the Company”.

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

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

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

### Article 1 – Bargaining Agency

- 1.1 The Company recognizes the Union as the sole agency for the purpose of Collective Bargaining for all employees, whether full-time or part-time, including those employed in an in-store bakery in the stores owned and/or operated by the Company in the greater Calgary area except the Store Manager, two (2) Assistant Store Managers (With limitations as outlined in Appendix “B”), Bakery Manager, Produce Manager, Grocery Manager, Pharmacists, and employees employed in the Meat, Delicatessen, and A La Carte Departments.

## Article 2 – Union Shop

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

2.2 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 outlining the provisions of Article 2.3 of this Agreement, and to provide the Union, in writing, 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 is acceptable to the Company. The Company further agrees to provide the Union, once a month, with a list containing the names of all employees who have terminated their employment during the previous month.

### 2.3 Probation

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 2.2 of this Agreement not later than two (2) weeks from the date of employment;
- (b) Provided the employee with 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.

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

**2.5      *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 3 – Deduction of Union Dues

- 3.1 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.
- 3.2 **The Company *shall* submit *Union dues and assessments* electronically, *following the close of the Company's four (4) or five (5) week accounting period.***
- 3.3 In the event of a change in the Union dues, the Union will give the Company four (4) weeks prior notice of the effective date of the change or deduction as the case may be.
- 3.4 The Company will provide a list every two (2) weeks of all those employees who terminate their employment.
- 3.5 The Company agrees to list Union dues deductions of the employee on the T-4 Income Tax form for all employees in the bargaining unit.
- 3.6 ***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 4 – Hours of Work – Work Schedule

### 4.1 Basic Work Week

The basic work week of an employee working full-time shall be forty (40) hours to be worked in five (5), eight (8) hour days.

For purposes of this Agreement, full-time employees are those regularly working forty (40) hours per week. Regular part-time employees are those individuals regularly working thirty (30) and up to forty (40) hours per week. Part-time employees are those regularly working less than thirty (30) hours per week. The term regularly working shall mean maintaining a specific hour's average over a thirteen (13) week period. Movement from one category to another shall be determined by a thirteen (13) week average and the effective date of this movement shall be the beginning of the thirteen (13) week period.

Employees achieving regular part-time status shall be entitled to the same fringe benefits as a full-time individual, with the exception of those benefits which are based on hours worked, such as but not limited to, vacation and sick time.

Daily hours of work shall be consecutive with the exception of rest and meal periods. No split shifts shall be worked.

The Company will fairly rotate the work schedules for all full-time employees.

## 4.2 Scheduling Availability

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 8<sup>th</sup>, 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 15<sup>th</sup> 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.

### 4.3 Days Off

The Company will schedule full-time employees two (2) consecutive days off, at least once every **four (4)** weeks. There shall be a fair rotation for each full-time employee of Saturday-Sunday, Sunday-Monday combinations where store operations permit. Should there be a problem with the above, it shall be discussed and a solution implemented at a meeting with Management.

Further, should an employee desire to have some other days off at the time **they** normally would be scheduled for two (2) consecutive days off, as set out above, they shall advise the Manager by Thursday of the preceding week, and if same occurs, the employee will forfeit **their** two (2) consecutive days off in that three (3) week period.

The Company agrees to provide day(s) off for special occasions, provided the Company's operational needs are met and the requests are submitted in writing at least four (4) weeks in advance of the event.

Within reason, days off may be attached to vacations after giving the Company thirty (30) days' notice.

There shall be a fair rotation of all late night shopping work for full-time employees when the store is open for business.

There shall be a fair rotation of evening shifts. An evening shift shall constitute a shift that ends after 7:00 p.m.

No employee shall be required to work more than six (6) days in succession in any period of time without being allowed to take a day off if **they** so desire.

#### 4.4 Sunday Work

- (a) Sunday shall be considered as the first day of the employee's basic work week for all purposes of the Collective Agreement.
- (b) Sunday work shall be voluntary for all existing employees hired prior to November 24<sup>th</sup>, 2011. The Company shall have the right to schedule any employees hired after November 24<sup>th</sup>, 2011 to work

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 (1) of four (4) changes allowed as per Article 4.2. Work on Sundays shall be rotated among employees who are available for work on that day.
- (d) Sunday Premium Pay – All employees who are scheduled to work on Sunday shall be paid a premium of one (\$1.00) dollar per hour for all hours so worked.

#### 4.5 Part-Time Scheduling

Part-time employees shall be scheduled to work based on seniority as follows:

The longest shift on any given day within their respective department and classification shall be given to the senior part-time employee. For 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.

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.

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.

The Company will not schedule part-time hours to avoid creating full-time positions.

Employees with restricted hours shall not be entitled to any scheduled shift or portion thereof if the shift conflicts with their restrictions.

The scheduling of employees for available hours of work shall be by seniority within the classification, and department, before offering such hours on the basis of seniority outside the employee's department.

An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident; or in the event of emergencies, such as fire, flood, breakdown of machinery, instances beyond the Company's control, or other instances of force majeure. An employee whose schedule is changed by reason of the foregoing will be notified as soon as possible. In all other cases at least two (2) days notice of any change must be given or four (4) hours additional pay at the employee's applicable rate in lieu of notice. Any schedule changes shall be considered by seniority.

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. 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.

#### 4.6 Call-In Time

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.

#### 4.7 Overtime

All employees shall be compensated at the rate of time and one half (1 1/2 X) their regular hourly rate for all hours worked over forty (40) hours ***in one (1) week*** or eight (8) hours in any one (1) day. Compensating time off shall not be given in lieu of overtime pay.

Any employee required to work the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day of a basic work week shall receive time and one half (1 1/2 X) of the employee's rate of pay for all hours worked.

All employees are required to leave the store at the completion of their shift. No overtime shall be worked unless authorized by the Store Manager or ***their*** designate.

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.

In the event an employee is called in to work overtime hours, 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.

If the senior employees do not wish to accept the overtime, then Management shall have the right by reverse seniority to assign such work to such junior employees who have the necessary ability, qualifications, and who are at work at the time.

#### 4.8 Rest Periods

The Company agrees to grant uninterrupted rest periods with pay to all employees working an eight (8) hour shift; one (1) rest period to be granted before and one (1) after the meal period. Rest periods scheduled by the Company shall be fifteen (15) minutes.

Rest periods for all employees shall not begin until one (1) hour after commencement of work or less than one (1) hour before either the meal period or the end of the shift and shall not be combined with the meal period.

A daily shift of four (4) hours up to and including five (5) hours will have one (1) paid rest period of fifteen (15) minutes at mid shift.

A daily shift of more than five (5) hours, but less than seven (7) hours, will have two (2) paid rest periods of fifteen (15) minutes duration, each which may be scheduled as follows, if mutually agreeable: (a) combine the two (2) rest periods as at mid shift; (b) two (2) rest periods as per usual practice with a one half (1/2) hour for lunch break unpaid.

A daily shift of seven (7) or more hours will have two (2) paid rest periods and one (1), thirty (30) minute unpaid meal period of uninterrupted duration. However, the Company agrees to make allowance for a one (1) hour lunch if mutually agreeable. The meal period shall start not earlier than three (3) hours nor later than five (5) hours after the commencement of the employee's shift.

Where an employee is required to work ten (10) hours or more per day, the Company will allow an additional meal period of one half (1/2) hour in duration unpaid should the employee request it.

There shall be no exception to the meal period. Meal periods are without pay.

For the purpose of this article, part-time employees shall not have their schedule hours reduced so as to circumvent the intent of this article.

A part-time employee whose schedule is increased shall be granted meal and rest periods as set out above.

If an employee is required to work two (2) or more hours overtime continuous with the regular shift, **they** will be given a fifteen (15) minute paid rest period. The break will be taken before the commencement of the overtime.

If an employee is required to work more than four (4) hours overtime, **they** will be granted an optional one half (1/2) hour unpaid meal period in addition to the above-mentioned rest period.

If employees do not receive rest periods during a said shift, the employee will be paid at the employee's rate of pay for the missed break.

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.

#### 4.9 Posting of Schedule – Pay Period

There shall be a regular two (2) week pay period or a pay period as mutually agreed upon.

The Company shall post a two (2) week work schedule for all employees not later than Friday noon of each week for the following two (2) weeks. If a new schedule is not posted by Friday noon in accordance with the above, then the schedule already posted shall apply for the following two (2) weeks.

#### 4.10 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.

Classifications/Scheduling Groups

- (a)
  - Administration
  - File Maintenance Person
  - Office Clerk Position
  - Back up File Maintenance and Office Clerk positions shall be awarded on the basis of a job posting. Successful applicants shall remain a member of the classification scheduling group they were in at the time of being awarded the back up posting until their thirteen (13) week average hours in the Administration group exceeds the average hours in the group they came from and may continue to work in. Once their thirteen (13) week average hours in the Administration scheduling group exceeds the thirteen (13) week average hours in their pre-posting group, they shall become a member of the Administration scheduling group for all purposes of classification scheduling groups.
  - As an exception to the above, when a position that is being covered is as a result of Long Term Disability, Short Term Disability, Workers Compensation, Maternity, or any approved leave of absence, the thirteen (13) week average will not apply.
  - Front End
  - Cashiers/Supervisors/Customer Service
  - Courtesy Clerk
- (b)
  - Clerks
  - Grocery Clerk
  - Produce Clerk Floral
  - Receiver

- (c) - Bakery
  - Sales
  - Production
  - Bakers
- (d) - Pharmacy
  - Pharmacy Assistant
  - OTC Clerks

## Article 5 – General Holidays

5.1 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 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, and
- (b) The Store will be closed on Christmas Day.

## 5.2 Work Week

The basic work week for employees regularly working full-time in a week when a General Holiday occurs and as are recognized as referred to in Article 5.1 shall be as follows:

Commencing with the fifth (5<sup>th</sup>) week of employment, full-time employees shall receive forty (40) hours pay at straight time and shall work four (4) days or thirty-two (32) hours in a week in which one (1) General Holiday occurs. Three (3) days or twenty-four (24) hours in a week in which two (2) General Holidays occur at **the employee's** straight time hourly rate.

All time worked in excess of the reduced basic work week shall be compensated for at the rate of time and one half (1 1/2 X).

It is understood the basic work week shall be reduced by four (4) hours when a General Holiday recognized and observed under this article is for one half (1/2) day.

Part-time employees who are not scheduled to work a General Holiday may by mutual agreement, be scheduled to work up to forty (40) hours at the straight time rate of pay. The above noted hours will be distributed in accordance with weekly seniority.

## 5.3 Pay for Work on General Holidays

All employees who are entitled to General Holidays with pay as defined herein if required to work on such a day shall receive in addition to the regular pay time and one half (1 1/2 X) the regular hourly rate for all time worked on said holiday. All employees not entitled to General Holiday with pay if

required to work on such day, shall be paid **time** and one half (1 ½ X) the regular hourly rate.

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.

#### 5.4 General Holidays for Part-Time Employees

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

Thirty (30) or more regular hours worked – eight (8) hours' pay.

Twenty (20) regular hours worked but less than thirty (30) hours – six (6) hours' pay.

Ten (10) regular hours worked but less than twenty (20) hours – four (4) hours' pay.

More than zero (**0**) hours but less than ten (10) hours – two (2) hours pay.

Zero (**0**) hours worked in the preceding four (4) weeks – No General Holiday pay is payable.

### Article 6 – Vacations

6.1 All full-time employees shall receive vacation with pay as follows:



- (a) After one (1) year continuous service, shall receive two (2) weeks vacation with pay.
- (b) After three (3) years continuous service, shall receive three (3) weeks vacation with pay.
- (c) After eight (8) years continuous service, shall receive four (4) weeks vacation with pay.
- (d) After sixteen (16) years continuous service, shall receive five (5) weeks vacation with pay.

6.2 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.

### 6.3 Calculation of Vacation Pay

- (a) The Company agrees to pay full-time employees vacation pay of two (2%) percent of the employees total compensation for the employees calendar year (**twelve** (12) month period) each week 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 1<sup>st</sup> of the preceding** year (calendar year is January 1<sup>st</sup> to December 31<sup>st</sup>). All full-time employees within the department/classification are to be prepared to make their vacation choice by **November 15<sup>th</sup> of each preceding** year. **If employees have not made their selection by December 1<sup>st</sup> 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 1<sup>st</sup>** 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 employee's 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 15<sup>th</sup> 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 15<sup>th</sup> 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 employees 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 opportunity to apply in accordance with the previous paragraphs.

All part-time will have the opportunity to select vacation weeks and such request shall be submitted in writing to their Department Manager prior to **January 15<sup>th</sup>** 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 31<sup>st</sup>** 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 employees 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 7 – Dismissal Notice or Severance Pay

Employees, upon dismissal by the Company, or in the event of amalgamation, permanent closure of store, or department thereof, or automation, causing a regular full-time employee to be discharged, the Company hereby agrees to pay such employees dismissal/severance pay, at ***their*** regular rate of pay and shall be given individual notice in writing of or pay in lieu thereof as follows:

- 7.1           (a)   (i)   One (1) week, if the employee has been employed by the Company for more than three (3) months but less than two (2) years;
- (ii)   Two (2) weeks, if the employee has been employed by the Company for two (2) years or more but less than four (4) years;
- (iii)   Four (4) weeks, if the employee has been employed for four (4) years or more but less than six (6) years;
- (iv)   Five (5) weeks, if the employee has been employed for six (6) years or more but less than eight (8) years;
- (v)   Six (6) weeks, if the employee has been employed for eight (8) years or more but less than ten (10) years; or
- (vi)   Eight (8) weeks, if the employee has been employed for ten (10) years or more; indicating on the notice the date it was issued.
- (b)   A sum of money that is at least equal to the wages the employee would have earned if the employee had

worked **their** regular hours of work for the period of notice applicable to the employee under **Article 7.1 (a) (i)**, or

- (c) A combination of a portion of the notice of termination required under article 7.1 (a) (i) together with money that is at least equal to the wages the employee would earn if **they** worked **their** regular hours of work for the period of notice applicable to the employee under **Article 7.1 (a) (i)** that is not given.
- (d) The Company shall not be deemed obligated to give any notice whatsoever or give any pay in lieu thereof to any employee terminated for just cause.

7.2 If the wages of an employee vary from one week to another or from one, two (2) week period to another, as the case may be, the average of the employee's wages for the three (3) month period that the employee worked immediately preceding the date of termination of employment shall be used in determining the sum to be paid to the employee pursuant to subsection (a) (ii) or (iii).

Full-time employees reduced to part-time or who terminate or are terminated within three (3) months of the date of their reduction to part-time, shall be given whatever pay in lieu of notice they were entitled to immediately prior to the date of their reduction to part-time.

Demoted employees shall receive one (1) weeks notice in writing or pay in lieu thereof.

This article shall not be deemed to invalidate an employee's right under Article 16.

A copy of the notice of dismissal or lay off given to an employee in accordance with this article shall be forwarded to the Union office at the date of giving such notice to the employee concerned.

## Article 8 – Seniority

- 8.1 Unless fitness and ability of a full-time employee is greater than other employees involved, seniority shall govern in cases of transfers, lay-off, reduction to part-time, and rehire. Regular full-time employees reduced to a part-time basis shall be offered available work in accordance with the above procedure. The foregoing provisions do not apply to employees hired to work on relief staff or replace employees who are absent due to vacations, sickness, accident, or other leaves of absence.

Employees regularly working full-time, laid off or reduced to part-time in accordance with the above provisions by the Company, shall be recalled to work in order of length of service with the Company provided:

- (a) No more than six (6) months have elapsed since the last day worked by the employee; and
- (b) The employee reports for duty within twenty-four (24) hours from time of recall;
- (c) The employee is capable of performing the work.

Employees regularly working full-time rehired within six (6) months of their lay-off shall retain their previous length of service for the purpose of this article.

8.2 The six (6) month and twenty-four (24) hour deadlines contained in (a) and (b) above 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.

8.3 Reduction and Increase of Hours

Unless fitness and ability are greater than other employees involved in the store, preference in available hours of work shall be given to senior employees within the store insofar as this is consistent with their availability and willingness to perform the work. The judgment as to competency of an employee is the right and function of the Company.

The Company shall not reduce the weekly hours of work of an employee for the purpose of replacing such hours with another employee at a lower hourly rate of pay.

Seniority shall mean length of continuous service with the Company, within the bargaining unit.

8.4 The Company agrees to give one (1) week notice prior to changing an employee's status from full-time to part-time basis.

8.5 Employees shall not be transferred by the Company to another store if such transfer results in a loss of hours or unless the employee so wishes to be transferred.

8.6 No full-time employee shall have ***their*** hours reduced when a part-time employee is working hours in the bargaining unit that could be worked by the full-time employee; in which



event, the part-time employees shall have their hours reduced.

No full-time employee shall have **their** hours reduced when the junior full-time employees are working hours in the bargaining unit that could be worked by the senior employee; in which event, the junior employee will have **their** hours reduced.

No senior part-time employee shall have **their** available (as per Article 4.2) hours reduced when a junior part-time employee is working hours that could be worked by the senior part-time employee, in which event the junior part-time employee shall have their hours reduced.

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

## 8.7 Job Postings/Vacancies

**Subject to Article 8.9 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 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.***

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 can not 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 (1) 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.

#### 8.8 Full-Time Positions Filling

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 8.9.

#### 8.9 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.

#### 8.10 Return to Work After Illness

After absence due to illness or injury, the employee must be returned to ***their*** job without loss of seniority provided the employee's pre-injury or illness job still exists, and provided

they are capable of performing the duties associated with the pre-injury or illness position.

Employees displaced from a position as a result of an employee returning from an absence due to injury or illness shall also return to their previously held position.

## Article 9 – Union’s Recognition of Management’s Rights

9.1 The Union acknowledges that it is the exclusive right of the Company to operate and manage the business of the Company in all respects.

Without limiting the generality of the foregoing, the Company reserves all rights not specifically restricted or limited by the provisions of the Collective Agreement including the right to:

- (a) Maintain order, discipline, and efficiencies;
- (b) From time to time, make rules and regulations to be observed;
- (c) Direct the working force and create new classifications and work units and determine the number of employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position will be continued or declared redundant subject to the provisions of the Collective Agreement;
- (d) Hire, promote, transfer, lay-off and recall employees or demote, discipline, or discharge for just cause;
- (e) Designate and change the hours of operation and the hours of work of each employee.

The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other functions not specifically set forth. The Company therefore retains all rights not otherwise specifically covered in this Agreement. The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement, nor shall they be used to discriminate against an employee solely because they are a member of the Union, for serving on a Union committee, or reporting a violation of the Collective Agreement.

## Article 10 – Leaves of Absence

### 10.1 Funeral Leave

Any employee will be granted time off from work without loss of pay in the event of a death or life threatening illness in the immediate family. Length of such leave shall be determined by the Company with consideration given to the employee with respect to travel time. 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, grandchildren.

If the demise is the case of an aunt or uncle, a full-time employee will be allowed one (1) day leave of absence with pay to attend the funeral.

Notwithstanding the foregoing, if a death is a case of **common law partner**, same sex partner, spouse, father, mother or child, the employee shall be entitled to a minimum of **five (5)** days leave of absence with pay at the time of bereavement. Consideration shall be given to more time in a special circumstance.

## 10.2 Funeral Leave – Part-Time Employees

Part-time employees shall be granted time off in the event of a death of **their** same sex partner, spouse, parent, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchildren, common-law husband/wife or in the case of life threatening illness. The length of such leave shall be determined by the Company with consideration given with respect to travel time. The time off with pay shall be determined on the basis of scheduled hours lost during the period of bereavement.

## 10.3 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) week's 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.***

#### 10.4 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.

## 10.5 Other Leaves of Absence

Employees with one (1) years service with the Company may request a leave of absence without pay for a period not to exceed two (2) months upon written application through the Store Manager, with a 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. If granted, the employee must pay one hundred (100%) percent of the cost of premiums of medical, life insurance, and similar fringe benefits while on leave of absence.

Application for leave of absence must be submitted ninety (90) days, but not less than forty-five (45) days prior to the period for which leave is intended. Compassionate leaves to employees will be dealt with on an individual basis.



## **10.6      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.***

## **10.7      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.***

## **10.8      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.***

## **10.9      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.***

#### **10.10 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 10.10 (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.**

## **10.11 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 11 – Union Representational Rights**

- 11.1** 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 administrative 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 agreed that this article shall not authorize the release of personal employee health information. 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.

## 11.2 Bulletin Board

The Union will provide a lockable bulletin board which will be installed by the Company in a mutually agreeable location within the store. This bulletin board is for Union information only. The Union will be responsible for all maintenance and repair of the bulletin board.

## 11.3 Union Time Off

Subject to operational requirements of the store, the Company agrees to allow time off work without pay for one (1) delegate unless mutually agreed to otherwise, selected to attend seminars, Union conventions, and Union business. Subject to operational requirements of the store, the Company also agrees to allow time off work without pay for up to four (4) delegates unless mutually agreed to otherwise attend negotiations. The Union will give the Company two (2) weeks written notice for all such leaves unless otherwise mutually agreed. No request will be unreasonably withheld.

Time away from work for the purpose of attending seminars, Union conventions, negotiations, and Union business where the Company is reimbursed by the Union shall be considered as time worked for the purpose of the Collective Agreement.

## 11.4 Union Decal

The Company agrees to display the current official Union decal of the United Food and Commercial Workers Canada

Union, Local No. 401 in a location where it can be seen by customers.

11.5

### **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.***

## 11.6 Union Stewards

The Company recognizes that the Union will elect and/or appoint Shop Stewards. Election of all Stewards may be carried out on the Company premises so long as the election process does not take employees away from their duties or be openly visible to customers or interfere in any way with customer service after securing agreement with the Company. Such elections will normally be conducted in the staff lunch room and the Company will not unreasonably withhold its agreement.

The Company agrees to allow Shop Stewards, designated by the Union to wear the Shop Steward badge while on duty provided the badge does not cover all or part of the Company name or other information embroidered or printed on a Company issued apron, smock, uniform, or other Company issued garment.

## Article 12 – General

### 12.1 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.

## 12.2 Jury Duty and Material Witness

Full-time employees summoned to Jury Duty, jury selection, or subpoenaed as a Material Witness shall be paid wages amounting to the difference between the amount paid them for such service and the amount they would have earned had they worked on such days. Employees on Jury Duty, jury selection, or Material Witness shall furnish the Company with such statements or earnings as the courts may supply. This does not apply if the employee is summoned on ***their*** day or days off.

Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours of Jury Duty, jury selection, or as Material Witness and actual work on the job in the store in one (1) day shall not exceed eight (8) hours for the purpose of establishing the basic work day. Any time worked in a store in excess of the combined total of eight (8) hours shall be considered overtime and paid for as such under the Collective Agreement.

## 12.3 Wearing Apparel

The Company shall furnish, without cost to the employees, a smock or apron, and the Company shall pay for repair and laundering of same in compliance with the applicable order of the Provincial Labour Statutes. Special clothing such as rain capes and parkas are to be supplied by the Company where required. Members shall be permitted to wear

sweaters providing they are acceptable to the Company. Employees shall be permitted to wear suitable boots in inclement weather. Gloves are to be supplied and made available during cold weather.

#### 12.4 Cash Shortages

No employee will be held responsible for cash register shortages unless **they are** given the privilege of checking the change and daily receipts upon starting and completing the work shift, and unless the employee has exclusive access to the cash register during the work shift, except as specified below.

No employee will be held responsible for cash register shortages when Management exercises the right to open the register during the employee's work shift, unless the register is opened in the presence of the employee and the employee is given the opportunity to verify all withdrawals and/or deposits.

All employees must comply with the Company's policy with respect to the registering of sales and the handling of cash.

#### 12.5 Staff Meetings/Departmental Meetings

Staff meetings will be considered as time worked and will be compensated at the employee's applicable rate of pay and will be scheduled where the majority of the staff are available. Meetings will be limited to one (1) hour duration and be held no more than four (4X) times a year.

Notwithstanding the above, department meetings may be required. Departmental meetings will be held with pay.

## 12.6 Polygraph Tests

The Company will not use polygraph or similar lie detector tests.

## 12.7 Technological Changes

The Company agrees to notify the Union at least three (3) months in advance of any technological change that may result in the displacement of employees.

If an employee refuses part-time employment, **they** shall be considered to have terminated employment with the Company. Any regular, full-time employee with one (1) or more years' service, whose employment is terminated by the Company under this provision, shall receive one (1) week's severance pay for each year of continuous service, up to a maximum of fifteen (15) weeks pay.

This article does not apply to employees who accept other employment with the Company outside the jurisdiction of this Agreement.

In the event of technological change, all employees affected by that change shall have all rights as stipulated in Article 8, Seniority of this Agreement.

## 12.8 Clerk's Work Clause

Subject to exclusions in Article 1 of this Agreement, all work in the handling and selling of merchandise in the retail stores of the Company shall be performed only by employees of the Company who are in the bargaining unit and who are members of the United Food and Commercial Workers Canada Union, Local No. 401, with the following exceptions.

- (a) Coke, Pepsi, Old Dutch, Lays, and Canada Bread and Quantum;
- (b) Supervisory and specialist personnel of the Company;
- (c) Rack Jobbers;
- (d) Sales persons handling bakery specialties products (if merchandise is carried in the truck) will be allowed to stock sweet goods only;
- (e) Sales persons or driver salesmen in the employ of soft drink distributors may sort and pick up their employers returns in the course of their duties for their employers;
- (f) Special personnel assisting prior to the store opening and one (1) week thereafter and during major store remodeling;
- (g) Sales persons employed in the building of special displays. End displays on regular store fixtures shall not be considered as special displays except that sales persons may assist in the design and decoration of such displays; provided actual stocking of merchandise is performed by employees of the Company.

Special promotions other than shelf or end displays may be built, designed and decorated by sales persons, provided that replenishing of merchandise shall be performed by employees of the Company.

“Sales persons” for the purpose of this article shall mean persons other than employees of the Company.

To further ensure compliance by sales persons with the immediately preceding paragraph, the Company agrees to write to all the employers of the salesmen, informing them that sales persons who persist in violating the provision of the foregoing paragraph will be excluded from the store of the Company concerned.

Where there is a violation of the Clerk's Work Clause in any store, covered under the jurisdiction of the Collective Agreement, a written warning from the Union will be provided to that store. In the case of a subsequent violation in that particular store within twelve (12) months of the written warning, the Company will pay a fine of two hundred (\$200.00) dollars.

Such fine will be paid by the Company to the United Food and Commercial Workers Canada Union, Local No. 401 Dental Care Plan.

The imposition of a fine in any particular store will mark the beginning of a new period for the implementation of the procedure laid out above.

#### 12.9 J.L.M.

The Company and the Union agree to set up a Joint Labour Management Committee and meetings are to be held as required but no less than four (4X) times per year.

#### 12.10 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.

## 12.11 Agreements with Company

No employee shall be asked to make any written or verbal agreement with the Company covering hours of work, wages, or working conditions during the life of this Agreement contrary to the terms of the Agreement set herein.

## Article 13 – Strikes and Lockouts

13.1 There shall be no strikes or lockouts during the term of this Agreement, as per Section 71 and 72 complete of the Alberta Labour Relations Code, c. L-1 RSA 2000.

If an employee feels or believes Management is attempting to coerce **them** into quitting, **they** should report to the Union accordingly, and such a complaint shall be subject to the grievance procedure.

## Article 14 – Health, Welfare, Sick Leave, and Group Insurance

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

14.1 The Company will pay the full cost of Alberta Health Care Insurance Premiums for all full-time employees.

14.2 W.C.B.

Workers Compensation: Full-time employees qualified for compensation from the Workers Compensation Board shall, in addition to the amount received from Workers

Compensation Board, be paid monies to a maximum of the employee's regular contract rate for the first three (3) days and to a maximum of seventy-five (75%) percent thereafter if the Workers Compensation does not pay seventy-five (75%) percent of the employee's regular contract wages. Such period to be for maximum of thirteen (13) weeks from the date of the accident.

14.3 **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 4.6 for those employees who decide to attend a Safety Meeting on a voluntary basis.***

**14.4 Canadian Commercial Workers' Industry Pension Plan**

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

Effective January 1<sup>st</sup>, 1995, the Company agrees to contribute to the Canadian Commercial Workers' Industry Pension Plan, fifty-two (\$0.52) cents per hour for all hours paid by the Company to members of the bargaining unit (hours paid shall include hours worked, vacation, General Holidays, sick days (not including Weekly Indemnity), Jury Duty, bereavement leave, etc.), up to a maximum of forty (40) hours per week.

Effective January 1<sup>st</sup>, 1996, the rate of contribution will be fifty-five (\$0.55) cents per hour.

It is agreed that the Company will pay all outstanding arrears in pension contributions to the Canadian Commercial Workers' Industry Pension Plan within thirty (30) days of the ratification of this Agreement and further will commence and continue payment of contributions to the Pension Plan in accordance with the terms of the Collective Agreement immediately upon ratification.

#### 14.5 Sick Leave

Full-time employees shall accumulate sick leave at the rate of four (4) hours for each full month of employment, up to a maximum of one hundred sixty (160) hours, twenty (20) days credit. Credits shall accumulate only on full-time employment following the completion of a three (3) month full-time employment eligibility period. Each year end an employee who has not used sick leave may claim payment for fifty (50%) percent of all sick leave in hand and over and above the five (5) day minimum, in lieu of such unused sick leave.

The Company may require the employee to provide a doctor's certificate verifying any absence due to disability.

The Company shall apply any accumulated sick leave to absences due to sickness not covered by Insured 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.

Employees who retire on pension, or who are permanently laid off from their employment with the Company, or are

totally disabled due to occupational accident, shall upon termination or retirement, be paid fifty (50%) percent sick leave accumulation they may have to their credit.

Employees, if found abusing the privilege, shall be disciplined by the Company. In such cases, the Company may discontinue or reduce the benefit of the employee, or terminate the employee.

## Article 15 – Discrimination

- 15.1 The Company agrees that there shall be no discrimination, harassment, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of any rights or privileges under this Collective Agreement, including hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge, or otherwise by reason of age, race, creed, colour, national origin, political, religious affiliation or activity, sex or marital status, sexual orientation, place of residence, disability, nor by reason of ***their*** membership or activity in the Union, or any other reason.
- 15.2 (a) The Union and the Company recognize the right of the employees to work in an environment free from sexual harassment, and the Company undertakes to discipline any person employed by the Company engaged in sexual harassment of another employee.

Sexual harassment shall be defined as:

- (i) Inappropriate touching, including touching which is expressed to be unwanted;

- (ii) Suggestive remarks or other verbal abuse with a sexual connotation;
  - (iii) Compromising invitations;
  - (iv) Repeated or persistent leering at a person's body;
  - (v) Demands for sexual favours;
  - (vi) Sexual assault.
- (b) In cases of sexual harassment, the employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the grievance.
- (c) An employee may initiate a grievance under this article at the first step of the grievance procedure. Grievances under this article will be handled with all possible confidentiality and dispatch.
- (d) It is the policy of the Company to ensure that the working environment is conducive to the performance of work and is such that employees are not hindered from carrying out their responsibilities. The Company considers harassment in the workplace to be a totally unacceptable form of intimidation and will not tolerate its occurrence. The Company will ensure the victims of harassment are able to register complaints in complete confidence without fear of reprisal.
- (e) Personal harassment shall be defined as any personally oriented practice that undermines an employee's health, job performance, or endangers the employee's employment status or potential. All

personnel have the right to work without such harassment.

- (f) It is the responsibility of the Company to ensure that this policy is respected by all employees. The Union and the Company agree that during the life of this Agreement, they shall jointly develop procedures, to deal with any allegations of harassment, which shall be attached to and form part of this Collective Agreement.

## Article 16 – Grievance Procedure

- 16.1 It is agreed that the Union and the Company, have the right to present grievances one to the other.
- 16.2 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 the 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 17 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.

- 16.3 Grievances must be reduced to writing by the Union, in order to be considered under Step 3.
- 16.4 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.
- 16.5 The time limits specified herein may be extended by mutual agreement between the Company and the Union.
- 16.6 All settlements shall be final and binding on all parties concerned.

## 16.7 Discipline

- (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.

## Article 17 – Arbitration

- 17.1 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.
- 17.2 (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.
- 17.3 Grievances submitted to arbitration shall be in writing and shall clearly specify the nature of the issue.
- 17.4 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.
- 17.5 All expenses of the arbitrator shall be shared equally between the Company and the Union.
- 17.6 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.



17.7 The decision and findings of the arbitrator shall be final, binding and enforceable on all parties.

### **Article 18 – 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 19 – Expiration and Renewal**

18.1 This Agreement shall be effective from November 14<sup>th</sup>, **2020** until November **6<sup>th</sup>, 2026**, and shall remain in force thereafter from year to year, however, either party may not more than one hundred twenty (120) days and not less than sixty (60) days before the expiry date give notice in writing to the other party to negotiate a revision thereof. Upon such notice being given the Agreement shall remain in effect until a strike or lockout commences.

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

For The Company:

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For The Union:

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Company Committee:

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

Bargaining Committee:

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

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

## Appendix "A" – ***Wages and Classifications***

- (a) The Company agrees to pay all persons covered by the terms of this Agreement the following schedule of wages during such time as the Agreement is in force and provided that if an employee is receiving a wage rate in excess of the rates herein contained, such wage rates shall not be reduced by reason of signing of this Agreement.
- (b) With the exception of those Courtesy Clerks with less than five hundred (500) hours worked, Courtesy Clerks who are assigned to perform the tasks not normally associated with their classification shall receive the corresponding rate of pay for their experience hours on the wage scale for each full half hour worked in the assigned classification.
- (c) Cashiers who are assigned to the duties of a Front End Supervisor shall receive a premium of one (\$1.00) dollar per hour for all hours worked in that capacity.
- (d) Upon completion of two thousand (2000) hours worked, Pharmacy Assistants with no previous experience or certification will move to Level 5 on the Certified Pharmacy Assistants wage scale.
- (e) All revisions to the Agreement and wage increases indicated in Appendix "A" shall become effective on the first Sunday after the date of ratification (February 17<sup>th</sup>, 2019). Future wage increase will become effective on the date specified in Appendix "A".
- (f) Assistant Department Managers shall receive a premium of fifty (\$0.50) cents per hour on top of their regular hourly rate of pay.

- (g) Employees who are at the top rate effective February 13<sup>th</sup>, 2019 will be placed at the top rate on the new scale.
- (h) This Agreement will cover a term commencing on November **14<sup>th</sup>, 2020** through until November **6<sup>th</sup>, 2026**.
- (i) For the purposes of this Appendix and the entirety of the Collective Agreement, the date of ratification will be **November 6<sup>th</sup>, 2021**.
- (j) Employees temporarily relieving a Department Manager for more than two (2) consecutive scheduled work days shall receive an additional one (\$1.00) dollar per hour on top of their regular hourly rate of pay for all hours worked in that position.
- (k) Courtesy Clerk duties will be:
  - (i) Handling of shopping carts – retrieving, etc.
  - (ii) Bagging/packing of groceries;
  - (iii) General clean up of minor spills, sweeping, emptying garbage, etc.
  - (iv) Replenishing supplies;
  - (v) Take-out-service to customers;
  - (vi) Dealing with returns or unwanted items;
  - (vii) Price checks.**

(l) Night Shopping Premium

Employees shall be paid at the rate of fifty (\$0.50) cents per hour in addition to their straight time hourly rate for each full half (1/2) hour worked after 7:00 p.m. when stores are open for sales to the public after 7:00 p.m.

(m) Night Shift 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-time hour worked during this period.

The shift premium of fifty (\$0.50) cents will also be paid to all 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).

- (n) There shall be an interval of not less than ten (10) hours between shifts for an employee. An employee who is not allowed ten (10) hour intervals between shifts shall be paid the rate of time and one half (1 1/2X) for time worked prior to the expiration of the ten (10) hour interval.

(o) Night Stocking

- (i) In stores where night stocking is in effect one (1) or more days per week, the night stocking premium of fifty (\$0.50) cents per hour will be paid to night stocking crews.

(ii) There will be one (1) clerk appointed on night stocking crews to act as Lead Man. The Lead Man rate will be fifty (\$0.50) cents per hour.

(iii) An employee assigned to regular night stocking shall have the same starting time each shift for the calendar week. The foregoing shall not apply in stores where night stocking is not in effect five (5) nights per week. In such stores the following alternate schedule plan may be adopted:

1. There shall be one (1) midnight shift with other shifts during the week being day or afternoon shifts;
2. That the midnight shift commences Sunday midnight only.

(p) No clerk shall be required to work alone on the premises on a night shift.

(q) Normal night stocking shall not exceed eight (8) weeks over a sixteen (16) week period, unless it is mutually agreed by the Company, the Union, and the employee to alter the time period set forth in this article. The Company will endeavor to schedule night crews on a consecutive day basis, whenever possible.

(r) Rates for Relief Work

Employees assigned to relieve in positions carrying a higher rate of pay for a period of over two (2) days in a week or longer shall receive the minimum rate established by the Company for such position while performing the duties except on weeks with a General Holiday, it shall be three (3) days.

(s) Clerk in Training

The present C.I.T. employees shall not have their wage rates reduced.

(t) Non Bargaining Unit Employees

The rate for relief of non-Union personnel will be one (\$1.00) dollar per hour based on more than two (2) days worked while performing the duties.

Signing Bonus

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

The signing bonus shall be paid to all active employees within thirty (30) calendar days from **November 6<sup>th</sup>, 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 6<sup>th</sup>, 2021 shall receive a one and a half (1.5%) percent wage increase effective November 7<sup>th</sup>, 2021.***

## Lump Sum

All active top rated or over-scale employees who were on the payroll of the Company as of the **November 6<sup>th</sup>, 2021** shall receive the following: **Effective November 6<sup>th</sup>, 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 6<sup>th</sup>, 2022 for all active top rated or over-scale employees;**

**Effective November 6<sup>th</sup>, 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 6<sup>th</sup>, 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 6<sup>th</sup>, 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 6<sup>th</sup>, 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 6<sup>th</sup>, 2026.***

Cashiers & Bakery Sales Clerks			
Level	Hours	Current	<b><i>November 7<sup>th</sup>, 2021</i></b>
1	0	\$10.00	<b>\$15.00</b>
2	500	\$10.23	<b>\$15.05</b>
3	1000	\$10.43	<b>\$15.10</b>
4	1500	\$10.53	<b>\$15.15</b>
5	2000	\$10.60	<b>\$15.20</b>
6	2500	\$11.09	<b>\$15.25</b>
7	3000	\$11.58	<b>\$15.30</b>
8	3500	\$12.09	<b>\$15.35</b>
9	4000	\$12.58	<b>\$15.40</b>
10	4500	\$13.56	<b>\$15.45</b>
11	5000	\$14.30	<b>\$15.50</b>
12	5500	\$15.04	<b>\$15.55</b>
13	6000	\$15.80	<b>\$15.80</b>
14	6500	\$16.64	<b>\$16.64</b>
15	7000	\$19.74	<b>\$20.04</b>

Front End Manager	
Current	<b><i>November 7<sup>th</sup>, 2021</i></b>
\$21.36	<b>\$21.68</b>

Food Clerks (includes OTC, Floral and Produce Clerks)			
Level	Hours	Current	<b><i>November 7<sup>th</sup>, 2021</i></b>
1	0	\$10.00	<b>\$15.00</b>
2	500	\$10.43	<b>\$15.05</b>
3	1000	\$10.63	<b>\$15.10</b>
4	1500	\$10.85	<b>\$15.15</b>
5	2000	\$11.58	<b>\$15.20</b>
6	2500	\$12.33	<b>\$15.25</b>
7	3000	\$13.07	<b>\$15.30</b>
8	3500	\$13.80	<b>\$15.35</b>

9	4000	\$14.54	<b>\$15.40</b>
10	4500	\$15.41	<b>\$15.45</b>
11	5000	\$16.15	<b>\$16.15</b>
12	5500	\$16.89	<b>\$16.89</b>
13	6000	\$17.60	<b>\$17.60</b>
14	6500	\$20.62	<b>\$20.93</b>

Courtesy Clerks			
Level	Hours	Current	<b><i>November 7<sup>th</sup>, 2021</i></b>
1	0	\$10.00	<b>\$15.00</b>
2	500	\$10.33	<b>\$15.05</b>
3	1000	\$10.43	<b>\$15.10</b>
4	1500	\$10.53	<b>\$15.15</b>
5	2000	\$10.63	<b>\$15.20</b>
6	2500	\$10.75	<b>\$15.25</b>
7	3000	\$11.28	<b>\$15.30</b>
8	3500	\$13.35	<b>\$15.35</b>

Journeyman Bakers	
Current	<b><i>November 7<sup>th</sup>, 2021</i></b>
\$22.71	<b>\$23.05</b>

Bakery Production Assistants (Includes Decorators, File Maintenance, Office Clerk and Receiver)			
Level	Hours	Current	<b><i>November 7<sup>th</sup>, 2021</i></b>
1	0	\$10.00	<b>\$15.00</b>
2	500	\$10.54	<b>\$15.05</b>
3	1000	\$11.22	<b>\$15.10</b>
4	1500	\$11.89	<b>\$15.15</b>
5	2000	\$12.58	<b>\$15.20</b>
6	2500	\$13.25	<b>\$15.25</b>
7	3000	\$13.94	<b>\$15.30</b>
8	3500	\$14.61	<b>\$15.35</b>
9	4000	\$15.29	<b>\$15.40</b>

10	4500	\$16.03	<b>\$16.03</b>
11	5000	\$16.71	<b>\$16.71</b>
12	5500	\$17.38	<b>\$17.38</b>
13	6000	\$20.94	<b>\$21.25</b>

Pharmacy Assistant – No Experience			
Level	Hours	Current	<b><i>November 7<sup>th</sup>, 2021</i></b>
1	0-500	\$10.00	<b>\$15.00</b>
2	500-1000	\$10.48	<b>\$15.05</b>
3	1001-1500	\$10.74	<b>\$15.10</b>
4	1501-2000	\$12.06	<b>\$15.15</b>

Pharmacy Assistant – Certified or Minimum of 2000 Hours Experience			
Level	Hours	Current	<b><i>November 7<sup>th</sup>, 2021</i></b>
1	0	\$10.00	<b>\$15.00</b>
2	500	\$10.20	<b>\$15.05</b>
3	1000	\$10.69	<b>\$15.10</b>
4	1500	\$11.33	<b>\$15.15</b>
5	2000	\$11.97	<b>\$15.20</b>
6	2500	\$12.62	<b>\$15.25</b>
7	3000	\$13.26	<b>\$15.30</b>
8	3500	\$13.97	<b>\$15.35</b>
9	4000	\$14.66	<b>\$15.40</b>
10	4500	\$15.36	<b>\$15.45</b>
11	5000	\$16.06	<b>\$16.06</b>
12	5500	\$16.76	<b>\$16.76</b>
13	6000	\$17.45	<b>\$17.45</b>
14	6500	\$18.16	<b>\$18.16</b>
15	7000	\$21.23	<b>\$21.55</b>

## Appendix “B” – Assistant Store Managers

BETWEEN

Sobeys Capital Incorporated (Operating as Forest Lawn IGA)  
 (“Sobeys” or the “Company”)

- and -

UNITED FOOD AND COMMERCIAL WORKERS CANADA UNION,  
 LOCAL NO. 401  
 (“UFCW LOCAL 401” or the “Union”)

Sobeys and UFCW 401 agree as follows:

### 1. Assistant Store Managers

Pertaining to Article 1.1 in the retail Collective Bargaining Agreement, the parties agree that the two (2) Assistant Store Managers shall not do bargaining unit work except in circumstances of “dire circumstances”. The parties agree that examples of “dire circumstances” include:

- (a) Situations when an employee has not shown up for a scheduled shift and after satisfying the call-in language, the Company cannot find anyone to cover that shift;
- (b) Situations where due to unexpected customer volume and after ensuring there are no trained available employees in the store who are able to cover the cashier position, the Assistant Store Manager can cover the cashier duties for the time necessary to relieve the backlog; and
- (c) To fill in for an absent employee where there is no other available employee who is trained to do the work.

## Letters of Understanding

### Letter of Understanding #1 – Introduction of New Positions

The Company and the Union agree that, should the Company decide to introduce a new position in any of the stores covered by the Collective Agreement in Calgary, the parties will meet prior to the implementation of such position to determine the rates of pay, hours of work, and any other conditions necessary for discussion, with the intent of adding these to the existing Collective Agreements where necessary.

### Letter of Understanding #2 – 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.*

### **Letter of Understanding #3 – 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 Company 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.***

#### **Letter of Understanding #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, layoffs 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.***

#### **Letter of Understanding #5 – 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.***

#### **Letter of Understanding #6 – 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.***

### **Letter of Understanding #7 – 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.***

### **Letter of Understanding #8 – Union Orientations**

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

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

For The Company:

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For The Union:

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Company Committee:

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

Bargaining Committee:

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

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