

# COLLECTIVE AGREEMENT

BETWEEN

***PATTISON FOOD GROUP LTD.***  
(Save-On-Foods – ***Thickwood***)  
(Retail)

AND

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

Renewal: ***August 31<sup>st</sup>, 2023***

Table of Contents		
Article	Description	Page #
1	Bargaining Agency	1
2	Union Establishment	2
3	Deduction of Union Dues	3
4	Basic Work Week, Overtime, General Holidays	4
5	Wages/Premiums	15
6	Vacations	20
7	Leaves of Absence	27
8	Health & Welfare Plan	36
9	Pension	40
10	Severance/Demotion to Lower Rate of Pay	43
11	Seniority	44
12	Scheduling	53
13	Union's Recognition of Management's Rights	66
14	Union Security	67
15	Discipline	70
16	Grievance Procedure	72
17	Board of Arbitration	73
18	Miscellaneous	74
19	Job Descriptions	86
20	Expiration and Renewal	95
	Appendix "A" - Wages	97
	Appendix "B" - Bakery	119
	Appendix "C" - Benefits	124
	Letters of Understanding	125

[Click Here For Shareable Links](#)

Alphabetical Index		
Description	Article	Page #
Apparel - Bakery	Appendix "B"	122
Appearance as a Witness on the Union's Business	7.9 (e)	35
Appearance as Witness on the Employer's Business	7.9 (d)	35
Assistant, Produce, and Bakery Managers	4.1 (c)	4
Bakery	Appendix "B"	119
Bakery Production Assistant Clerks	Appendix "B"	120
Bakery Sales Classification	19.1 (c)	90
Bakery Sanitation	Appendix "B"	123
Bargaining Agency	1	1
Basic Work Week	4.1	4
Basic Work Week, Overtime, General Holidays	4	4
Benefits	Appendix "C"	124
Board of Arbitration	17	73
Bulletin Boards	14.5	68
C.C.W.I.P.P. Stabilization Fund - Alberta Retail Stores - Letter of Understanding #3	LOU#3	127
Call-Ins	12.9	63
Cash Shortage	18.15	84
Clerk in Charge Premium	5.7	19
Clerk-Cashiers	19.1 (b)	88
Clerk's Work Clause	18.1	74
Coffee Bar Clerk	19.1 (h)	94
Compassionate Leave	7.3	28
Courtesy Clerk	19.1 (g)	93
Courtesy Clerks - Seniority	11.8	50
Credit for Previous Experience	5.4	17
Customer Service	15.3	71
Deduction of Union Dues	3	3
Definitions - Scheduling	12.1	53
Department Meetings	18.14	84

Alphabetical Index		
Description	Article	Page #
Description of Duties (Bakery Classification)	Appendix "B"	121
Discipline	15	70
Discrimination/Intimidation	18.3	79
Displaced Employees - Closing of Department	11.9	51
Education and Training Fund	14.9	70
Educational Leave	7.7	32
Employee Security	18.11	83
Employees Wishing to Change Their Status from Full-time to Part-time	11.1 (f)	45
Expiration and Renewal	20	95
Family Leave	7.8	33
Floral Clerk	19.1 (f)	92
Floral Operator Relief	5.10	20
Food Safety	18.18	85
Form Letter	2.2	2
Fort McMurray - Letter of Understanding #2	LOU#2	126
Full-Time Employees: Notice of Demotion	10.1	43
Full-Time Employees: Severance Pay	10.2	43
Full-Time Position Filling - Bakery	Appendix "B"	120
Full-Time Positions/Filling	11.4	46
Funeral/Bereavement Leave	7.1	27
General Clerks	19.1 (a)	86
General Holidays	4.3	8
General Holidays for Part-Time Employees	4.4	10
Greeting Cards	18.1 (k)	78
Grievance Procedure	16	72
Health & Beauty Aid/Variety Clerk	19.1 (d)	90
Health & Welfare Plan	8	36
Illness During Vacation - Letter of Understanding #1	LOU#1	125
Incentives	Appendix "A"	97

Alphabetical Index		
Description	Article	Page #
Job Classifications	5.2	16
Job Descriptions	19	86
Joint Labour Management Committee	18.9	82
Joint Training	18.19	86
Joint Work Site Health and Safety Committee	18.12	83
Jury Duty Pay and Material Witness	7.9	34
Layoffs/Reduction of Hours (Full-Time)	11.6	47
Lead Hand Premium	5.6	19
Learning Prices	18.16	85
Leave for Parents	7.4	28
Leaves of Absence	7	27
Leaves of Absence	7.2	28
Lockers	18.5	81
Lump Sum Payments	Appendix "A"	97
Maintenance and Adequate Heating Facilities	18.2	79
Management and Classification Structure - Letter of Understanding #12	LOU#12	134
Maternity Leave	7.4 (a)	28
Maximum and Minimum Weekly Hours	12.7	62
Meal and Rest Periods	4.5	12
Medical Reports	8.5	39
Military Leave	7.10	35
Miscellaneous	18	74
Movement between the Apprentice and Baker Classification	Appendix "B"	121
New Business Stores	12.3 (m)	59
New Departments	12.3 (n)	59
New Employee Orientation	14.10	70
New Excluded Positions - Letter of Understanding #8	LOU#8	131
Night Shift Premium	5.5	18
Night Stocking	12.10	65

Alphabetical Index		
Description	Article	Page #
Overtime - Rest Periods	4.2 (e)	8
Overtime Pay	4.2	7
Parental/Adoption Leave	7.4 (b)	30
Part-Time Employees	11.5	47
Part-Time Employees (Layoffs of General Clerks and Clerk-Cashiers)	11.7	49
Part-Time Employees Working During a Statutory Holiday Week	4.4 (b)	12
Paternity Leave	7.5	31
Pay for Work on a Holiday	4.3 (c)	9
Pension	9	40
Pension Plan - Letter of Understanding #6	LOU#6	129
Pharmacy Assistant	19.1 (e)	91
Physical Examinations	8.6	39
Polygraph Tests	18.6	81
Posting of Schedules	12.5	60
Pre-Payment of Employer Benefits when Going on Parental Leaves	7.6	31
Probationary Period	4.7	15
Produce and Assistant Managers and Head Cashiers	5.3 (b)	17
R.T.O.s (Request for Time Off)	12.3 (j)	58
Rates for Relief Work	5.3	16
Rates for Relief Work - Bakery	Appendix "B"	119
Reduction of Hours	12.6	61
Registered Pharmacy Technician - Letter of Understanding #4	LOU#4	129
Regulated Pharmacy Technicians - Letter of Understanding #9	LOU#9	132
Relines	18.1 (j)	77
Reprimands	15.2	71
Requests for Full-Time Employment	11.3	46

Alphabetical Index		
Description	Article	Page #
Restaurant & Coffee Bars - Letter of Understanding #13	LOU#13	136
Restrictions and Availability Forms	12.4	59
Return to Work - Letter of Understanding #11	LOU#11	133
Return to Work after Illness	8.4	38
Safety	18.10	82
Salesmen Checking Outdated Merchandise	18.1 (h)	76
Schedules	14.4	68
Scheduling	12	53
Scheduling	12.3	55
Scheduling Groups	12.2	54
Seniority	11	44
Severance/Demotion to Lower Rate of Pay	10	43
Shift Work - Bakery	Appendix "B"	119
Sick Leave	8.2	36
Single Day Vacation	6.2	26
Special Promotional Material	18.1 (i)	76
Staff Meetings	18.13	84
Store Manager	5.3 (a)	16
Sunday Premium	5.8	20
Sunday Work	12.8	62
Technological Changes	11.10	52
Time Recording	4.6	14
Transportation	18.8	82
Union Decal	14.6	69
Union Establishment	2	2
Union Leave	14.3	68
Union Security	14	67
Union Stewards	14.1	67
Union's Recognition of Management's Rights	13	66

Alphabetical Index		
Description	Article	Page #
Unrestricted Part-Time Employee Scheduling - Letter of Understanding #5	LOU#5	129
Vacations	6	20
Variety Operator Relief	5.9	20
Viability - Letter of Understanding #10	LOU#10	133
Visits to Stores	14.2	67
Voluntary Severance - Letter of Understanding #7	LOU#7	130
Wage Increases	Appendix "A"	97
Wage Scale	Appendix "A"	98
Wages	Appendix "A"	97
Wages/Premiums	5	15
Water	18.17	85
Wearing Apparel	18.4	80
Work Assignments	18.7	81
Workers' Compensation	8.3	38
Working while on Parental/Adoption Leave	7.4 (c)	31

## CLARIFICATION OF ITEMS

In this Agreement, wherever the words "he", "she", "her", or "him" appear, it shall be construed as meaning any employee, male or female. Wherever the words "employee" or "employees" appear, it shall mean any person or persons covered by this Agreement.

THIS COLLECTIVE AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, **2023**.

BY AND BETWEEN **PATTISON FOOD GROUP LTD.**, hereinafter referred to as "the Employer"

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

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

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

### Article 1 – Bargaining Agency

- 1.1 The Employer recognizes the Union as the sole agency for the purpose of Collective Bargaining for all employees coming under the provisions of this Agreement employed in the store owned and/or operated by the Employer at 131 Signal Road, Fort McMurray, Alberta, T9H 4N6, except those in the meat sections,

Pharmacy Managers, Pharmacists, Pharmacy Interns, Store Manager, Assistant Store Manager(s), Bakery Manager, Produce Manager, Grocery Manager.

## Article 2 – Union Establishment

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

### 2.2 Form Letter

The Employer agrees to provide each new employee at the time of employment with a form letter, outlining to the employee **their** responsibilities in regard to Union membership and outlining the provisions of Article 5.4 of this Agreement; and to provide the Union, in writing, with the name and address of each employee to whom the letter was presented along with the employee's date of hire. The Union shall bear the expense of printing the letter, the contents of which to be such that it is acceptable to the Employer. The Employer further agrees to provide the Union, once a month, with a list containing the names of all employees who have terminated their employment during the previous month.

### Article 3 – Deduction of Union Dues

- 3.1 The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected such initiation fees, assessments, and Union dues as are authorized by the Union. The Union agrees that should they propose a dues structure that cannot be administered by the Employer, the parties will meet to discuss a resolve. The Employer further agrees, automatically, to deduct Union dues and initiation fees from the wages of all new employees ***upon proper authorization from the employee***. Monies deducted during any month shall be forwarded by the Employer to the President of the Union not later than the fifteenth (15<sup>th</sup>) day of the following month, and accompanied by a statement of the names of the employees for whom the deductions were made and the amount of each deduction. Dues check-offs are to be submitted on a monthly or four (4) week basis.

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

***The Union will provide the Employer with information on any errors and omissions so that the Employer may correct errors and omissions in due course.***

- 3.2 The Employer agrees to have the membership application forms, dues and initiation fee deduction forms signed by the employees at the time of hiring. ***Completed membership forms, shall be submitted to the Union electronically in a manner acceptable to both parties.***
- 3.3 The Employer agrees to list Union dues deductions of the employees on the T-4 Income Tax form for all employees in the Bargaining Unit.

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

#### Article 4 – Basic Work Week, Overtime, General Holidays

The Employer reserves the right to schedule hours of store operations, employee hours of work, rest periods, meal periods and overtime work, subject to the following provisions.

##### 4.1 Basic Work Week

- (a) Except as provided in 4.1(c), the basic work week for an employee working full-time shall be forty (40) hours.

For the purpose of this **Article**, a full-time employee shall be considered one who, normally, works forty (40) hours per week, or is compensated for same, once a full-time vacancy has been deemed to exist as per Article 11.4. New employees who normally work forty (40) hours per week shall be considered full-time after completing the probationary period, as provided in Article 4.7 of this Agreement.

- (b) There shall be a daily starting time for each employee. Daily hours of work shall be consecutive with the exception of rest and meal periods. No split shifts shall be worked.

- (c) Assistant, Produce, and Bakery Managers

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

Employees who relieve Assistant Store Managers, Produce Managers, and Bakery Managers will work the forty-three (43) hour basic workweek.

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

In the event the employees holding bargaining unit Department Manager positions elect to go out of scope, this section will be deleted from the Collective Agreement. If any of them elect to remain in scope, the provision will be retained, with the job titles of the in-scope persons listed. In any event, the third paragraph will be deleted.

- (d) A maximum of one (1) Grocery Manager, and one (1) Assistant Grocery Manager may be designated by the Employer. These designated positions will not be subject to hours claimed. It is agreed that the employees in an acting capacity are to be included in the limitations.

If both elect to go out of scope, this will be deleted. If either elects to remain in scope the provision will be retained with that title included.

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

Grocery Manager  
Produce Manager  
Bakery Manager  
Deli Manager  
Meat Manager

If all five (5) employees elect to go out of scope, this provision will be deleted. If any elect to remain in scope the provision will be retained, with their position retained on the list.

The balance of the section will be amended to read as follows:

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

Assistant Grocery Manager  
Assistant Produce Manager  
Assistant Bakery Manager  
Assistant Meat Manager  
Assistant Deli Manager

The store will have only one **(1)** of each of these classifications. It is agreed that the employees in an acting capacity are to be included in the limitations.

Employees who are demoted or who voluntarily step down from these classifications will be placed in the classifications that they were promoted from at the rate corresponding to their career hours.

Employees in the following positions shall be considered red circled for classification purposes.

Head Cashier  
Head File Maintenance (Price Change)  
Floral Operator

If any of the above employees elect to go out of scope, the wage rate for that classification will be deleted from the Collective Agreement.

## 4.2 Overtime Pay

- (a) All time worked in excess of the basic work week, as defined in Articles 4.1 (a) and (c), or the regular daily hours scheduled by the Employer, shall be worked only after authorization by Management or someone acting with the authority of Management. All employees shall be paid at time and one half (1 1/2 X) their regular rate for time worked in excess of the basic work day and basic work week as set out in Articles 4.1 (a) and (c) respectively or the reduced work week as defined in Article 4.3 (b). Compensating time-off shall not be given in lieu of overtime pay.
- (b) Where an employee works more than ten (10) continuous hours in any one (1) day, (more than eleven (11) in the case of a nine (9) hour basic work day), the employee shall be paid at double (2X) their regular hourly rate of pay.
- (c) A part-time employee who completes the basic work week shall be compensated as in (a) and (b) above.
- (d) Overtime shall be by mutual consent and, where practical, shall be offered to the most senior employees on the shift, provided the employee has the ability and qualifications to perform the required overtime work. If the senior employees do not wish to accept the overtime, the Management shall have the right to assign such work in reverse order of seniority to such junior employees who have the necessary ability and qualifications and who are at work at the time.

(e) Overtime - Rest Periods

If an employee is requested to work more than one (1) hour but no more than two (2) hours overtime continuously 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 two (2) hours overtime, **they** will be granted an optional half (1/2) hour unpaid meal period in addition to the above mentioned rest period.

4.3 General Holidays

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

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

And all other public holidays proclaimed by the Federal, Provincial, or Municipal Governments; provided that all other major grocery stores close on any such holiday proclaimed.

In the case of a General Holiday proclaimed by a City or Municipality, only those stores of the Employer in that City or Municipality shall be affected by the requirements of this **Article**.

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

- (b) The hours of work for employees in a week when a General Holiday occurs and as are recognized, as referred to in Article 4.3 (a), shall be reduced by eight (8) hours for each holiday so recognized. It is clearly understood that the Employer will be under no restrictions regarding days off, shift schedule, and days of store operation during such weeks.

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).

- (c) Pay for Work on a Holiday

Employees required to work on a holiday shall be compensated at the rate of double (2X) their regular hourly rate for each hour worked. The Employer will schedule all employees (including Assistant Managers, Produce Managers, Bakery Managers, and Head Tellers) to work on General Holidays on a fair rotational basis. Each store will maintain an updated record of employees who are scheduled to work in each scheduling group, for each General Holiday, for each calendar year. The record will be made available to the Union by request.

- (d) Consistent with the scheduling practices of the division, the following shall serve as a guide to the interpretation and application, of the provisions of Article 4 of the Collective Agreement.

When a full-time employee does work on the holiday, they shall receive as compensation that week:

- (i) Eight (8) hours Statutory Holiday pay;
- (ii) Double (2X) time for all hours worked on the Statutory Holiday;
- (iii) Thirty-two (32) hours pay for thirty-two (32) regular hours worked.

When a full-time employee does not work on the holiday, they shall receive as compensation that week:

- (i) Eight (8) hours Statutory Holiday pay;
- (ii) Thirty-two (32) hours pay for thirty-two (32) regular hours worked.

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

- (a) All part-time employees who have been employed thirty (30) calendar days or more and have worked their scheduled working day prior to and following the holiday, unless absent due to bona fide illness or accident and provided the employee produces a medical certificate if the Employer so requires, prior to the employee returning to work will receive the greater of the required entitlement under the Employment Standards Code or the following:
  - (i) All part-time employees who have worked an average of at least thirty (30) hours or more per week in the four (4) weeks preceding the week in which a General Holiday occurs, shall receive eight (8) hours

pay at ***their*** regular hourly rate for each holiday observed under this Agreement.

- (ii) All part-time employees who have worked an average of at least eighteen (18) hours in the preceding four (4) weeks shall receive six (6) hours pay at ***their*** regular hourly rate for each holiday observed under this Agreement.
- (iii) All part-time employees who have worked an average of less than eighteen (18) hours in the preceding four (4) weeks shall receive the average number of hours they have worked on the day of the holiday in the preceding four (4) weeks.

In calculating the foregoing averages, all hours worked by a part-time employee to a maximum of forty (40) hours per week will be used in calculating the Statutory Holiday pay entitlement.

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

Part-time employees working in a week in which a holiday falls shall receive equal treatment with full-time employees in respect to receiving overtime pay for those hours worked in excess of the reduced work week.

(b) Part-Time Employees Working During a Statutory Holiday Week

Part-time employees who are not scheduled to work on a Statutory 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.

- (c) Part-time employees will be allowed, if required by the Employer, to work thirty-two (32) regular hours at straight time rates in addition to those hours worked on the Statutory Holiday.

In weeks where there is two (2) Statutory Holidays, part-time employees will be allowed, if required by the Employer, to work twenty-four (24) regular hours at straight time rates in addition to those hours worked on the Statutory Holiday.

#### 4.5 Meal and Rest Periods

- (a) An employee working a daily shift up to and including five (5) hours will have one (1) paid rest period not to exceed fifteen (15) minutes.
- (b) An employee working 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 each.
- (c) An employee working a shift of seven (7) or more hours will have two (2) rest periods not to exceed fifteen (15) minutes each and one (1) meal period without pay.

- (d) Rest periods are to commence not earlier than one (1) hour after the start of the shift nor less than one (1) hour before either the meal period or the end of the shift. Rest periods will be scheduled as near to midway between the meal period and the commencement and finish of a shift, if possible. Rest periods shall be with pay.
- (e) Should an employee be unable to take a scheduled rest period, they will be compensated for the missed rest period at the applicable straight time or overtime rate.
- (f) For employees in the Front End department (Cashiers, Customer Service and Courtesy Clerks) where the Employer is scheduling their meal and rest periods, and the employee is not able to receive their breaks within the above defined time(s) due to business demands, the employee shall be compensated at the applicable straight time or overtime rate.
- (g) It is understood that the compensation contemplated in Article 4.5 (e) and (f) will not be pyramided.
- (h) Meal periods will be no more than sixty (60) minutes in length. Upon mutual agreement an employee's meal break may be less than sixty (60) minutes in duration. This shall commence not earlier than three (3) hours nor later than five (5) hours after the start of an employees shift. Meal periods will be scheduled as near mid-shift as possible.
- (i) Employees on a night shift shall have a half (1/2) hour meal period.
- (j) Except in cases of emergency, meal and rest periods will be uninterrupted.

- (k) If an employee abuses this provision, **they** will be subject to discipline as determined by the Employer, which shall be subject to the grievance procedure.

#### 4.6 Time Recording

The Employer shall provide a time recording device to enable employees to record their time for payroll purposes. Employees shall record their own time at the time they start and finish work and the time they commence and return from meal periods and such other recordings as may be required by the Employer.

Completed time cards or attendance reports for employees on the Time and Attendance system will be made available for inspection by the Union for purpose of checking the proper recording and payment of time worked. Upon four (4) weeks notice to the Union and the employees, the Employer may introduce a new method of time recording. If identity badges are required for the new system, up to two (2) badges will be supplied by the Employer at no charge to the employees.

The employees will record their time electronically. Any employee who, for any reason, fails to record all time worked in the manner required by this **Article**, shall be penalized as follows:

1st Violation: Three (3) working days suspension without pay during one (1) week; the employee will be permitted to work only two (2) days during such a week.

2nd Violation: Two (2) weeks suspension without pay.

Management agrees to assume its full responsibility in seeing that all employees are compensated for all time worked.

Management personnel who, intentionally violate this provision, will be disciplined in a similar manner at Management's discretion to that set out above by the Employer.

Suspension shall be implemented within one (1) month of notification by the Union to do so unless a longer period is mutually agreed upon by the Union and the Employer, or in the event that the requested suspension become subject to the grievance procedure. Any dispute arising as a result of the above provisions shall be subject to the Grievance and Arbitration Articles of the Agreement.

An employee who is working on Saturday will have the opportunity to complete ***their*** time card at the end of the shift.

“Only the Store Manager or their designate shall approve time cards”.

#### 4.7 Probationary Period

During the first three hundred (300) hours or six (6) months, whichever comes first, each new employee shall be on probation. The decision as to whether or not to retain the employee's services shall be the sole right of the Employer and any termination occurring during that period shall not be subject to the grievance and arbitration procedures.

### Article 5 – Wages/Premiums

Any employees actively employed at April 26<sup>th</sup>, 2016 shall continue to receive all premiums as set out in the current Collective Agreement.

Employees hired May 1<sup>st</sup>, 2016 shall be eligible to receive only the premiums as set out in Article 5.5, 5.6, 5.7, and 5.8.

- 5.1 The Employer agrees to pay all persons covered by the terms of this Agreement the Schedule of Wages as set out in Appendix "A" of this Agreement during such time as this Agreement is in force, effective on dates as shown; and provided that, if an employee is receiving an hourly wage rate or premium rate for night work which is in excess of the rates herein contained, such wage rates or premium rate for night work shall not be reduced by reason of the signing of this Agreement.

There shall be a regular weekly pay day and each employee shall be provided with a statement of earnings and deductions for the pay period covered.

Should there be major problems with an employee's pay; i.e. pay not issued or vacation pay missing, the Employer will, as soon as possible and using best efforts, issue pay to remedy the problem.

5.2 Job Classifications

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

5.3 Rates for Relief Work

(a) Store Manager

Employees relieving the Store Manager in the employee's store shall, if relieving for more than one (1) day, receive thirty-five (\$35.00) dollars in addition to their regular rate for all full days worked in that capacity.

(Transition Language Only)

If both the Grocery Manager and the Assistant Grocery Manager elect to go out of scope, the provision will be deleted. If one **(1)** or both of the employees remain in scope the provision will be amended as follows:

Employees relieving the Store Manager shall, if relieving for more than one (1) day, receive thirty-five (\$35.00) dollars in addition to their regular rate for all full days worked in that capacity.

(b) Produce and Assistant Managers and Head Cashiers

Employees assigned to relieve Produce Managers, Assistant Managers, or Head Cashier for two (2) days or more in a week shall, as a minimum, be paid the applicable rate established for the Produce Manager, Assistant Manager, or Head Cashier classification in this Agreement for all time so employed.

5.4 Credit for Previous Experience

- (a) New employees will be classified according to previous comparable experience. New employees having previous comparable experience may be paid at a lower scale of wages than their claimed experience calls for, but not less than the minimum rate established by this Contract, for a period not to exceed sixty (60) days from the date of employment; provided that, if the employees' services are retained and their experience is accepted as comparable, then after the probationary period they shall receive any difference between the rate paid and the rate for which their experience qualifies them. It is further understood that the rate paid retroactively shall not apply for the first ten (10) working days. New employees shall receive written

notification showing any credit granted for previous experience.

Credit for previous experience shall not be recognized by the Employer if the employee has been out of the industry for five (5) years, unless the Employer agrees to do so.

- (b) In the event of any disagreement as to the credit granted for previous experience, such disagreement shall be considered a grievance and the grievance procedure provided in the Agreement shall apply.

However, where the Employer has:

- (i) Provided the employee with the "New Employee" letter provided for in Article 2 of this Agreement, not later than two (2) weeks from date of employment;
- (ii) Provided the employee with the written notification showing credit granted for previous experience within the probationary period required by this Article, and
- (iii) Provided the Union with a copy of the letter showing credit granted for previous experience within the same period,

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

## 5.5 Night Shift Premium

All hours worked by an employee between eleven (11:00) p.m. and seven (7:00) a.m. shall be considered as shift work and paid

for at the applicable straight time/overtime rate plus two (\$2.00) dollars per hour shift premium for each full hour worked during this period.

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

#### 5.6 Lead Hand Premium

In stores where night stocking is in effect, there will be one (1) clerk appointed to be "in charge" of the night stocking crew to be known as the "Lead Hand". A premium rate of one (\$1.00) dollar per hour will be paid to the "Lead Hand" for all full hours so appointed.

#### 5.7 Clerk in Charge Premium

A premium of one (\$1.00) dollar per hour will be paid to an employee designated as Clerk in Charge who, in the absence of the Store Manager, Store Supervisor or Assistant Store Manager(s), assumes responsibility for the operation of the store and acts in this capacity for a period of two (2) consecutive hours or more during all hours the store is open to the public.

As an exception to the foregoing, a Clerk in Charge who is present for night shopping hours or responsible for lock-up at the close of business, shall be paid the premium from the time the Store Manager, Store Supervisor, and Assistant Manager are absent from the store.

An employee will not receive both the Lead Hand (Premium Rate Clerk) and Clerk in Charge premium.

Clerk in Charge hours will be indicated on the work schedule.

## 5.8 Sunday Premium

All employees who work on Sunday shall receive, in addition to their straight time hourly rate, a premium of one (\$1.00) dollar per hour for each hour worked on Sunday.

## 5.9 Variety Operator Relief

Employees assigned to relieve the Variety Operator will be paid a premium of one dollar seventy-five (\$1.75) cents per hour when assigned to relieve for a period of one (1) week or more.

## 5.10 Floral Operator Relief

Employees assigned to relieve the Floral Operator will be paid a premium of one dollar fifty (\$1.50) cents per hour when assigned to relieve for a period of one (1) week or more.

## Article 6 – Vacations

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

Length of Service	Vacation Entitlement	% of Gross Earnings
1 year or more	2 weeks of vacation	4%
3 years or more	3 weeks of vacation	6%
8 years or more	4 weeks of vacation	8%

13 years or more	5 weeks of vacation	10%
18 years or more	6 weeks of vacation	12%
23 years or more	7 weeks of vacation	14%

As an example to the language above, the Employer will take the total number of vacation weeks available and divide the accrued **percent** (%) of vacation money into equal amounts for all weeks of vacation.

For full-time employees, “length of service” shall mean the employees’ length of service as a full-time employee plus any vacation entitlements as per Article 6.1 (g). For part-time employees, “length of service” shall mean the employees’ length of continuous service with the Employer.

For all employees, “% of Gross Earnings” shall mean a percentage of all monies received directly from the Employer (wages, overtime, bonuses, premiums, vacation pay, sick leave credit payments, and other items of a similar nature).

Full-time employees shall receive their vacation pay at the rate of two (2%) percent per week of vacation or their normal weeks pay, whichever is greater. All time lost (up to thirty-one (31) consecutive days) because of sickness, approved unpaid leave of absence, occupational or non-occupational accident, all time absent on paid full-time vacation, paid General Holidays, and all time spent at bakery apprenticeship schools or any Employer required educational institute (assuming the employee returns to the Employer following the completion of **their** course) shall be considered as time worked for the purpose of

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

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

- (b) Part-time employees shall have their vacation pay for the previous January 1<sup>st</sup> to December 31<sup>st</sup> provided by February 28<sup>th</sup>.

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

- (c) Upon termination of employment, employees shall receive any earned vacation pay during the period of employment for which vacation allowance has not been paid at the appropriate rate described in the table above. Employees with less than one (1) year of service will receive four (4%) percent of their gross earnings for any unpaid portion of vacation pay.
- (d) **Employer** seniority shall apply, provided it is operationally feasible, in preference for vacations within the store and scheduling group. Full-time employees are considered senior to part-time employees. Part-time vacation schedules will be completed following the selection by full-time employees.

- (e) Vacation planners shall be posted by December 1<sup>st</sup> of the preceding year for both full-time and part-time employees. Employees shall be listed on the planner in accordance with their seniority. Full-time employees shall submit their vacation preferences for Management approval prior to January 31<sup>st</sup>. The Employer will make the final determination of assigned dates based on existing conditions, and post a completed vacation planner for full-time employees by February 28<sup>th</sup>.

Full-time employees who have not made their vacation selection by January 31<sup>st</sup> shall lose their opportunity to schedule any remaining unscheduled vacation subject to their seniority unless employees are absent because of approved leaves of absence, extended disability leaves or other bona fide absences. All reasonable accommodations will be made for the selection of vacation by said absent employees upon their return to work. All other unscheduled vacation will be scheduled at the Employer's discretion.

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

- (f) Part-time employees with thirteen (13) or more years of continuous employment with the Employer will have the opportunity to schedule three (3) weeks time off during prime time.
- (g) When a part-time employee is promoted from part-time to full-time employment, **they** will be credited with the number of hours accumulated during the employee's continuous service with the Employer. The credited hours will be

balanced with the annual hours of a regular full-time employee (**two thousand eighty** (2080) hours for a **forty** (40) hour week) to establish the appropriate yearly credit for future vacation entitlement. Any portion of a full year of credit will be computed as follows:

Employees with less than **half (1/2)** of a year of hours will have their credited service reduced to the last full year.

Employees with exactly **half (1/2)** of a year of hours will have their credited service of half of a year.

Employees with more than **half (1/2)** of a year of hours will have their credited service increased to the next full year.

- (h) The time period from April 1<sup>st</sup> to September 30<sup>th</sup> of each year shall be considered the prime vacation period. Full-time employees with three (3) or more weeks of vacation entitlement may schedule two (2) weeks of their vacation (consecutively where operationally feasible) during the prime time period. Full-time employees with five (5) or more weeks of vacation entitlement may schedule three (3) weeks (consecutively where operationally feasible) during prime time.
- (i) When a General Holiday occurs during an employee's vacation, an extra days vacation with pay shall be granted if the holiday is one which the employee would have received if **they** had been working. Where an employee receives three (3) or more weeks vacation with pay and a General Holiday occurs during the employee's paid vacation, an extra days pay may be given in lieu of an extra days vacation with pay - if, in the opinion of the Employer,

an extra days vacation with pay interferes with vacation schedules or hampers operations.

The day off mentioned in the above paragraph will be taken immediately following the employee's vacation. Subject to the Store Manager's approval, the employee may choose instead to take the day off immediately prior to **their** vacation.

- (j) Where the services of an employee are retained by the purchaser of a business, **their** services (for vacation purposes only) shall be deemed to be uninterrupted by the sale or purchase of the business and shall be binding upon the purchaser, in accordance with prevailing Alberta Statutes.
- (k) Employees who have worked less than one (1) year and who terminate their employment will receive a vacation allowance to the amount equal to four (4%) percent of the total salary and wages earned for which no vacation allowance has been paid.

Employees entitled to two (2), three (3), four (4), five (5), six (6) or seven (7) weeks vacation and who terminate their employment shall receive payment for vacation allowance in an amount equal to four (4%) percent, six (6%) percent, eight (8%) percent, ten (10%) percent, twelve (12%) percent, and fourteen (14%) percent, respectively, of the total wage and salary earned by the employee during the period of employment for which no vacation allowance has been paid.

## 6.2 Single Day Vacation

Any employee who is entitled to three (3) weeks', or greater, vacation time off may request to take one (1) week of vacation and break it into five (5) Single Day Vacation days off. These vacation days off shall be granted by seniority on the following basis:

Single Day Vacation requests approved during the annual vacation selection process shall have preference over Requested Time Off, and Leaves of Absence.

Employees may request their days off be consecutive with the Single Day Vacation day off.

Only one (1) single vacation day may be taken per week.

Single Day Vacation days shall not count toward the allotted vacation time off slots for vacation weeks.

Single Day Vacation days are subject to the operational needs of the department and in the case of multiple requests, the requests will be denied in order of reverse seniority.

## 6.3 Employees shall have the ability to book vacation outside of Sunday to Saturday as follows:

Only employees with five (5) or more weeks of vacation shall be eligible for this option. Eligible employees can use a maximum of two (2) weeks' vacation in this fashion.

Where one (1) week is taken, the vacation will be recorded on the vacation planner as two (2) weeks. Where two (2) weeks are taken, the vacation will be recorded on the vacation planner as three (3) weeks.

Where more than one (1) week is used, they must be taken consecutively. Employees cannot use two (2) single weeks for this purpose.

The time of the vacation is to be mutually agreed between Management and the employee.

## Article 7 – Leaves of Absences

### 7.1 Funeral/Bereavement Leave

- (a) In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay to attend the funeral, or to attend to other arrangements, at the time of the bereavement. The length of such absence shall be at the discretion of the Employer. The term "immediate family" shall mean spouse, parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, grandchild, aunt, uncle, niece and nephew, or any relative living in the household of the employee.

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

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

No leave will be unreasonably denied.

## 7.2 Leaves of Absence

Employees with one (1) years service with the Employer may request a leave of absence, without pay, for a period not to exceed four (4) months, upon written application through the Store Manager, copy to the Human Resources Department of the Employer. Requests for leaves of absence will be adjudicated on the basis of merit, compassion, and the operational needs of the store. Final approval of leaves of absence will rest with the Human Resources Manager. If the request is refused, the employee and the Union shall be so advised in writing as to the reasons for the refusal. For compassionate reasons the Employer may extend the period of time of such leave of absence beyond four (4) months as herein provided.

Application for leave of absence must be submitted in writing at least thirty (30) days prior to the period for which leave is intended. It is understood that there may be circumstances where the thirty (30) day time frame may not be available, in those cases the request will be adjudicated as above. The employee shall be advised of the Employers answer within fifteen (15) days of the request.

## 7.3 Compassionate Leave

Compassionate leave to all employees will be dealt with on an individual basis.

## 7.4 Leave for Parents

### (a) Maternity Leave

Employees shall request a leave of absence without pay up to a maximum of fifteen (15) weeks because of pregnancy. Such request will be granted, provided the employee submits to **their** Employer a request, in writing, for such leave at least two (2) weeks prior to the date **they** intend to commence such leave, together with a certificate from a qualified medical practitioner, certifying that **the employee** is pregnant and indicating the estimated date of confinement. Such leave may, at **their** discretion, commence twelve (12) weeks or more (depending on medical requirements) prior to confinement and the period, if any, between the date of confinement mentioned in the certificate and the actual date.

Employees will continue to accrue seniority while on maternity leave.

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

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

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

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

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

(b) Parental/Adoption Leave

An employee may request a parental or adoption leave of absence without pay for the care and custody of a new-born child or an adoptive child under the law of the Province. Such leave of absence will be to a maximum of thirty-seven (37) 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 fifty-two (52) weeks after the birth of the child or, in the case of an adoption, after the child comes into the custody of the employee.

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

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

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

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

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

(c) Working while on Parental/Adoption Leave

The Employer and the Union agree that any employee on Parental/Adoption leave will have the opportunity to work to a maximum of twenty-five (25%) percent of their Employment Insurance Benefit level, if they so desire.

Employees electing to work part-time hours must fill out a part-time availability form. These employees will be placed on the part-time schedule using their current employment date and will be scheduled as per the part-time scheduling rules.

It is understood that the employee is responsible for the maintenance of benefits as per Article 7.4.

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

7.5 Paternity Leave

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

7.6 Pre-Payment of Employer Benefits when Going on Parental Leaves

Those employees wishing to maintain their coverage under the Employer benefit plan while on parental leaves, must pre-pay the cost of those benefits prior to commencing such leave by either paying the full amount or by providing up to four (4) post-dated cheques.

## 7.7 Educational Leave

Full-time employees with two (2) or more years of continuous full-time service with the Employer may request an educational leave of absence for up to one (1) year without gain or loss of seniority.

The following terms shall apply to such requests for educational leave of absence:

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

- (h) Full-time employees may work part-time hours while on an educational leave provided there are hours available. Employees electing to work during their leave must meet the student availability requirements. These employees will be placed on the part-time schedule using their full-time seniority date and will be scheduled as per the part-time scheduling rules. Employees on educational leaves will not be eligible to qualify for part-time Health and Welfare benefits as per Article 8.2, but may maintain their full-time benefits by pre-paying as indicated in Article 7(f). Vacation pay will be pro-rated as per Article 6 in the subsequent year.
- (i) Leave of absence will terminate should the employee cease to attend the institution for which leave was granted.
- (j) All educational leaves of absence will be approved at the Employer's discretion.
- (k) An employee shall be returned to ***their*** former classification at the completion of ***their*** leave of absence.
- (l) Employer sponsored training programs do not qualify for Educational Leave.

## 7.8 Family Leave

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

- (a) The care, health or education of a child in the employee's care 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 Employer as much notice as reasonable and practicable in the circumstances. The Employer may require the employee to provide reasonable verification of the necessity of the leave.

## 7.9 Jury Duty Pay and Material Witness

- (a) Employees, summoned to Jury Duty (including Jury Selection) or subpoenaed as a material witness shall be paid wages amounting to the difference between the amount paid them for such services and the amount they would have earned had they worked on such days. This does not apply if the employee is summoned on ***their*** regular day(s) off.
- (b) Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remain to be worked. Total hours on Jury Duty or when serving as a material witness and actual work on the job in the store in one **(1)** day shall not exceed eight (8) hours for purposes of establishing the basic work day. Any time worked in the store in excess of the combined total of eight (8) hours shall be considered overtime and paid as such under the Agreement.
- (c) In order to be eligible for the foregoing benefit an employee must notify the Store Manager as soon as possible after receipt of Notice of Selection for Jury Duty or after receipt of Subpoena to Appear as a Witness.

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

- (i) Any employee who is required or summoned to appear in Court on behalf of the Employer will be paid up to eight (8) hours at the straight time rate of pay. Employees who are required to appear in Court on behalf of the Employer on their day off will be paid a minimum of four (4) hours pay at the straight time rate of pay.
- (ii) It is understood that payment of the foregoing witness pay will not be counted as hours worked for the purpose of calculating overtime on a weekly basis.
- (iii) It is also agreed that employees must return all fees provided to them by the Court in excess of ten (\$10.00) dollars. Employees who are reimbursed by the Court for incidental expenses such as mileage or parking may keep such reimbursements.

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

Where the Union subpoenas an employee of **Save-On-Foods** covered under the terms of Collective Agreements with the United Food and Commercial Workers Canada Union, Local No. 401, the Union will be responsible for any lost wages of the employee concerned.

7.10 Military Leave

An employee who is a member of the Canadian Armed Forces and who is called to active duty will be granted a leave of absence. The Employer will pay the cost of any benefits, for the

period of the leave, to which they are entitled at the time of their leave.

## Article 8 – Health & Welfare Plan

- 8.1 Employees with at least five (5) months seniority and that have already qualified for benefits shall be eligible for the following Employer paid benefits:

Dental  
Extended Health Care  
Life Insurance  
AD&D  
Short Term Disability  
Long Term Disability

Employees hired after April 26<sup>th</sup>, 2016 and those employees with less than six (6) months seniority that have not yet qualified for benefits shall be eligible for the New Employee Benefits Plan that shall be paid by the Employer:

Dental  
Extended Health Care  
Life Insurance  
AD&D

Employee contributions shall commence effective May 1<sup>st</sup>, 2016 to fund Short Term Disability and Long Term Disability benefits for employees covered by the New Employee Benefit Plan.

## 8.2 Sick Leave

(A summary of Benefits can be found in Appendix “C”)

Full-time employees shall accumulate credits at the rate of four (4) hours for each calendar month of employment, up to a maximum of two hundred eight (208) hours.

The amount of sick time credit accumulated shall be indicated on the employees pay stub.

For new employees, credits shall commence to accumulate from the date of full-time employment, but can only be applied after completion of a three (3) month full-time employment eligibility period.

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

An employee, who retires on pension, is permanently laid off or is totally disabled due to occupational accident, shall be paid any unused accumulated sick leave credits.

The Employer may require the employee to provide a doctor's certificate, verifying any absence due to disability. The Employer will act reasonably for all such requests.

Employees shall notify the Employer (Manager or next highest personnel available in the store) in case of absence, informing them of reason for absence, approximate length of absence and where they can be contacted relative to their absence.

The Employer shall apply any accumulated sick leave to absences due to sickness not covered by Insured Weekly Indemnity benefits (or similar benefits) and may supplement Weekly Indemnity benefits (or similar benefits) with unused sick leave credits in an amount equal to but not to exceed the

employee's normal earnings. Payment of benefits under Weekly Indemnity shall be subject to the acceptance of the claim by the insurance company.

Employees found abusing the provision shall be disciplined by the Employer. In such cases the Employer may discontinue or reduce the benefit of the employee, or terminate the services of the employee.

### 8.3 Workers' Compensation

Full-time employees, qualified for compensation from the Workers' Compensation Board (W.C.B.) shall, in addition to the amount received from the 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 Board does not pay seventy-five (75%) percent of the employee's regular contract wage. Such period to be for a maximum of thirteen (13) weeks from the date of the accident.

### 8.4 Return to Work after Illness

When an employee is unable to perform their regular job due to occupational or non-occupational accident or illness, the Employer and the Union agree to work together to find suitable alternate rehabilitative work for the employee within the bargaining unit.

An employee who returns to work after absence due to illness or injury must be returned to **their** job without loss of seniority when capable of performing **their** duties.

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

It is the intention of the parties to be available to meet to discuss the particular circumstances of an employee who is disabled and unable to perform their regular duties. The parties shall exchange information relevant to returning the employee to productive work where practical.

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

#### 8.5 Medical Reports

The Employer agrees to pay the full cost for the report required by the Employer for Weekly Indemnity benefits to a maximum of fifty (\$50.00) dollars. The employee shall either ask the doctor to submit an invoice to the Employer or shall pay directly and upon presentation of a receipt, will receive reimbursement as described above. The Employer will pay the reimbursement described above to a maximum of three (3) reports related to a specific claim.

#### 8.6 Physical Examinations

Where the Employer requires an employee to take a physical examination, the doctor's fee for such examination shall be paid for by the Employer. Except prior to commencement of employment and the first four (4) weeks of employment, such examination shall be taken during the employee's working hours without loss of pay to the employee.

## Article 9 – Pension

1. The Employer agrees to participate in and contribute to the Canadian Commercial Workers' Industry Pension Plan for active employees employed at or on April 26<sup>th</sup>, 2016.
  - (a) Effective August 29<sup>th</sup>, 2010 – In accordance with Letter of Understanding **#3**, the Employer agrees to contribute to the Canadian Commercial Workers Industry Pension Plan one dollar twenty (\$1.20) cents per hour for all hours worked or paid by the Employer to its employees in the bargaining unit including any overtime hours worked in a week (to a maximum of the basic workweek), vacation, General Holidays, sick days (not including Weekly Indemnity, L.T.D., or other similar indemnifications), jury duty, and any paid leave of absence required under the terms of the Collective Agreement.

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

Contributions are required for each hour overtime is worked and paid to the extent the cumulative hours worked and paid do not exceed the basic workweek.

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

- (b) The Employer agrees to maintain pension contributions for those **Bakery Apprentices** who attend apprenticeship courses required by the Government provided those employees return to the Employer following the completion of their course.
- (c) The above rates of contribution shall be in addition to any obligation which the Employer may have to the Canadian Commercial Workers Industry Pension Plan in respect to **their** "initial past service liability" to provide past service benefits.
- (d) Contributions, along with a list of employees for whom they have been made, the amount of the weekly contribution for each employee, and the number of hours worked or paid according to the above, shall be forwarded by the Employer within the twenty-one (21) days after the close of the Employer's four (4) or five (5) week accounting period. The Employer agrees to pay interest on the rate established by the Trustees on all contributions not remitted as stipulated above.
- (e) Contributions paid with respect to part-time vacation pay shall be remitted on an annual basis within one (1) calendar month of part-time employees receiving their vacation pay. It is understood that contributions paid with respect to part-time vacation pay shall only be made on behalf of employees who are in the employ of the Employer as of the date vacation pay is paid.

Contributions paid with respect to part-time vacation pay shall be based on the percentage of vacation pay paid under the applicable Collective Bargaining Agreement (e.g. **four** (4%) **percent**, **six** (6%) **percent**, etc.) of the hours worked in the previous year multiplied by the cents per hour contribution rate on the above effective date as indicated in **Article 9 (1.)** (a) (e.g. an employee having worked or been paid for one thousand (1,000) hours in the previous year and who was entitled to four (4%) percent vacation pay would be entitled to receive an additional forty (40) hours credit into **their** previous yearly total. The C.C.W.I.P.P. administrator would credit said part-time employee with forty (40) additional hours and receive forty (40X) times the applicable contribution rate from the Employer. Therefore, for the previous year, the employee, in this example, would be credited with a total of one thousand forty (1,040) hours.

- (f) It is agreed that, with respect to employees who were active members of the Employer plan as of the effective date of the Canadian Commercial Workers Industry Pension Plan, they shall be governed by the terms and conditions of the Employer's Retirement Plan.

- 2. Employees hired after ratification 2016 will be enrolled in the **Pattison Food Group Ltd.** Defined Contribution Pension Plan after completing one year of continuous service at which point these employees will receive contributions retroactive to their hire/entry date.

Contributions:

0-2 years service: 1%  
2-3 years service: 2%  
3-4 years service: 3%  
4-5 years service: 4%  
5+ years service: 5%

The CCWIPP (the “Plan”) text must be reviewed to determine whether the Plan would permit the cessation of Plan participation for employees hired after a certain date (April 26<sup>th</sup>, 2016) without impacting participating members’ accrued benefits. If the Plan does permit, and in the absence of an unreasonable penalty or cost to the Employer in making this change, and subject to **Union** agreement, the Employer will have future employees join the Employer DC Plan (identified above) going forward, while continuing to contribute to CCWIPP for existing members. The parties have agreed that the Union will only object to this new plan in the event there is a tangible negative impact on Plan participating members’ accrued benefits under the Plan. It is understood and agreed that if the Employer fails in its efforts to make these proposed changes with the CCWIPP trustees, all employees shall be registered into the CCWIPP plan.

## Article 10 – Severance/Demotion to Lower Rate of Pay

### 10.1 Full-Time Employees: Notice of Demotion

Employees regularly working full-time shall, upon demotion to a lower rate of classification by the Employer, be given one (1) weeks notice in writing or be allowed to retain their rate of pay for one (1) week in lieu thereof.

### 10.2 Full-Time Employees: Severance Pay

The Employer agrees to pay severance pay on store closing of one (1) weeks pay, up to two (2) years, and one (1) week per year over two (2) years, up to a maximum of twenty (20) weeks pay for full-time employees.

## Article 11 – Seniority

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

When more than one (1) employee is promoted to full-time on the same date, the employee's part-time seniority date shall be the governing factor for placement on the schedule, vacation planning and layoff/reduction of hours.

- (b) Seniority for part-time employees shall be defined as length of continuous service with the Employer in the bargaining unit.
- (c) The Employer agrees that employees who are transferred into the bargaining unit for operational reasons shall retain all seniority rights. An employee who transfers into the bargaining unit as a matter of personal convenience shall retain only seniority for the purpose of health and welfare and vacation benefits.

Employees promoted out of the bargaining unit shall retain their seniority for a period of up to six (6) months.

- (d) When two **(2)** or more employees are hired on the same date, their seniority shall be determined by alphabetical order of surname at date of hire.

In addition, where there are two (2) or more employees whose name begins with the same letter, the next letter will be used. Where the last names are the same, the first name of the employee will be used.

- (e) “Office” and “Customer Service” employees are not to be scheduled more hours than their seniority entitles them to receive.
- (f) Employees Wishing to Change Their Status from Full-time to Part-time

Employees may apply in writing to the Director of Human Resources, with copies to their Store Manager and the Union, to have their status changed from full-time to part-time. The change of status will be granted provided the following conditions are met:

- (a) The change of status is operationally feasible and can be easily accommodated within the employee’s store, department, and classification.
- (b) There is a suitable part-time position available within the employee’s store, department, and classification.
- (c) There is a qualified replacement readily available to the Employer.

The parties agree that an employee wishing to reduce from full-time status to part-time status to avoid scheduling requirements (e.g. night stocking rotation or evening work), will not be considered.

## 11.2 Seniority and employment shall be terminated when:

- (a) An employee quits or is terminated and not reinstated through Article 16 and 17.
- (b) An employee fails to report back to work after seven (7) days when recalled from lay-off. An employee has to be

recalled from lay-off by registered mail at the last known address on file with the Employer.

- (c) An employee has been on lay-off and has not worked for a period of six (6) months.

### 11.3 Requests for Full-Time Employment

Part-time employees desirous of becoming full-time employees or increasing their hours of work shall inform the Employer, in writing. Employees who have applied for full-time employment shall be listed and considered in order of their seniority with the Employer. All applications must be made on the understanding that the employee may accept a work assignment in any of the Employer's stores within the area covered by the Collective Agreement. Should an employee refuse a full-time position, they will be removed from the list and must re-apply as per the above procedure. It is understood that this article is subject to Articles 16 and 17 of this Agreement.

### 11.4 Full-Time Positions/Filling

When a part-time employee works the basic work week for twelve (12) consecutive weeks (exclusive of replacement hours caused by the absence of another employee who is absent due to W.C.B., W.I., L.T.D., vacation, or other leaves of absence to a maximum of six (6) months or maternity and parental leaves up to a maximum of fifty-two (52) weeks), a full-time position will be deemed to exist and will be filled in accordance with Article 11.3 of this Agreement.

This provision shall not apply to Courtesy Clerks or other employees hired for special projects or group assignments.

## 11.5 Part-Time Employees

Part-time employees shall not be employed or scheduled to the extent that it results in the displacement of, or prevents the hiring of full-time employees.

A part-time employee with over two (2) years seniority if formally laid off for more than four (4) consecutive weeks shall be able to exercise their seniority over the most junior employee within the bargaining unit in their own classification.

## 11.6 Layoffs/Reduction of Hours (Full-Time)

Unless merit, fitness, and ability of the employee are greater than that of the other employee regularly working full-time, seniority shall govern in cases of lay-off, reduction to part-time employment, and rehire.

If, due to new major competition that significantly impacts the hours of work in a store or stores, full-time employees face a reduction to part-time or layoff, the following options will be made available to such full-time employees in an effort to maintain full-time status:

- (a) The employee may choose to work six (6) days at their current rate or
- (b) The employee may choose to work as many “bought hours” in their scheduling group at the top rate of the new job (or the equivalent rate in the new Cashier classification) as is necessary to maintain full-time status.

Full-time employees reduced to part-time, shall be offered available work in accordance with the preceding paragraph. 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.

A full-time employee, who is laid off or reduced to part-time, shall have the right to exercise their seniority over the most junior full-time employee in another classification. Following counselling and an explanation of the options available by the Employer, an employee who exercises this right shall have a maximum of seventy-four (74) hours to demonstrate their competence in the new classification.

An employee who exercises **their** seniority, pursuant to the preceding paragraph, will be restricted to one **(1)** opportunity to do the job outside **their** classification in a competent manner.

No full-time employee shall have **their** hours reduced when a part-time employee is working hours in the store that could be worked by the full-time employee; in which event, the part-time employee shall have their hours reduced. No full-time employees shall have **their** hours reduced where 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.

Full-time employees laid off in accordance with the above provision by the Employer shall be recalled to work in order of seniority provided:

- (a) No more than nine (9) months have elapsed since the last day worked by the employee;
- (b) The employee reports for duty within twenty-four (24) hours from the time of recall, unless the laid-off employee is employed elsewhere at the time of recall; and in such cases

the recalled employee shall be given seven (7) days to report for duty;

- (c) The employee is capable of performing the work;
- (d) The Employer will send the recall notice by registered mail to the employee's last address on file with the Employer and will send a copy to the Union office, and,
- (e) 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 be only for the duration of the illness or incapacity from accident, and the Employer may require the employee to provide written confirmation from a doctor of such illness or accident.

Full-time employees, rehired within six (6) months of their lay-off shall retain their previous length of service for the purpose of this article and the Article 6, Vacation.

#### 11.7 Part-Time Employees (Layoffs of General Clerks and Clerk-Cashiers)

Following the fourth (4<sup>th</sup>) consecutive week in which a General Clerk or Clerk-Cashier is not scheduled any hours in their own classification, they will have the option at that time of accepting a complete lay-off or exercising their seniority as described below pursuant to Article 12.6.

- (a) The part-time General Clerk/Clerk-Cashier will fit into the Courtesy Clerk seniority list in order of their seniority.
- (b) The employee who exercises this option will be classified as a Courtesy Clerk.

- (c) A part-time General Clerk/Clerk-Cashier who exercises this option will receive the Courtesy Clerk rate of pay according to their career hours in their former classification.
  - e.g. A Clerk-Cashier with fifteen hundred (1,500) hours experience as a Clerk-Cashier will receive the fifteen hundred (1,500) hour rate of pay on the Courtesy Clerk scale.
- (d) An employee who has exercised their option to become a Courtesy Clerk shall be first in their store to be recalled to their former classification in their current store when there is an opening.
- (e) An employee who returns to their former classification pursuant to point (d) above will be reinstated to their previous career hours and rate of pay.

## 11.8 Courtesy Clerks

Where a part-time General Clerk or Clerk-Cashier faces a reduction of four (4) hours or more in their normal weekly hours, and where seniority permits, they shall be allowed to perform Courtesy Clerk duties at their current rate or the top Courtesy Clerk rate, whichever is less. These employees may claim up to the corresponding number of hours lost from the most junior Courtesy Clerk. A General Clerk or Clerk-Cashier who exercises the foregoing option must provide the Store Manager with written notice within seventy-two (72) hours of the schedule being posted.

The foregoing shall not limit a General Clerk in performing occasional Courtesy Clerk duties during the course of ***their*** normal weekly schedule.

## 11.9 Displaced Employees - Closing of Department

When a full-time employee with one (1) or more years service is displaced due to a department closing or a job becoming redundant and who has sufficient seniority to displace a junior employee, the Employer agrees to give training to said employee, for a position presently in existence within the bargaining unit. Said employee shall be given credit for their career hours to a maximum of seventy-five hundred one (7,501) hours in that classification. If the employee is successfully retrained within the similar period given a new employee (**one hundred sixty** (160) hours), the employee may then exercise **their** seniority rights over junior, full-time employees within that classification. If the employee is successfully retrained within the period given, then the employee will progress through the acceleration period of the new classification. If said employee cannot satisfactorily be retrained in that position, the employee shall be afforded an opportunity, based on seniority, to work part-time in their former classification, if such classification is still in existence; otherwise, the employee shall be terminated with severance pay as below:

If an employee refuses part-time employment, **they** shall be considered to have terminated employment with the Employer. Any regular, full-time employee with one (1) or more years service, whose service is terminated by the Employer under this provision, shall receive one (1) weeks severance pay for each year of continuous, full-time service, up to a maximum of fifteen (15) weeks pay. This **Article** does not apply to employees who accept other employment with the Employer outside the jurisdiction of this Agreement.

The Employer will attempt, to the best of **their** ability, to find a job within the bargaining unit for full-time employees with less than one (1) years seniority and part-time employees. If it is not possible, services of said employees will be terminated.

## 11.10 Technological Changes

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

Any full-time employee with one (1) or more years of service, displaced due to technological changes, shall be trained for any new positions created by the technological change, or retrained for a position presently in existence within the bargaining unit, providing they have sufficient seniority to displace a junior employee. Said employee shall be given credit for their career hours to a maximum of seventy-five hundred one (7,501) hours in that classification. If the employee is successfully retrained within the similar period given a new employee under Article 4.7 of this Agreement, the employee may then exercise **their** seniority rights over junior, full-time employees within that classification. If the employee is successfully retrained within the period given, then the employee will progress through the acceleration period of the new classification.

If said employee cannot satisfactorily be retrained in that position **they** shall be afforded an opportunity, based on seniority, to work part-time in **their** former classification, if said classification is still in existence; otherwise, **the employee** shall be terminated with severance pay, as below:

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

This **Article** does not apply to employees who accept other employment with the Employer outside the jurisdiction of this Agreement.

The Employer will attempt, to the best of **their** ability, to find a job within the bargaining unit for full-time employees with less than one (1) years seniority, and part-time employees. If it is not possible, service of said employees will be terminated.

This section is intended to assist employees affected by any technological change and, accordingly, any legislation enacted by the Alberta Provincial Government would not apply during the term of the Collective Agreement between the Employer and the Union, providing this **Article** meets the minimum standards of such legislation.

## Article 12 – Scheduling

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

### 12.1 Definitions

In this Article:

“Unrestricted Part-time Employee” means a part-time employee who is available to work all shifts in their department a minimum of three (3) days per week, Monday to Friday, plus Saturday, Sunday and General Holidays. (Employees hired before February 14<sup>th</sup>, 1987 have the opportunity to restrict themselves from Sundays.)

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

A restricted employee must be available anytime on Sundays as per Article 12.8.

## 12.2 Scheduling Groups

- (a) General Clerks, including Produce and Grocery Clerks.
- (b) Clerk-Cashiers, including File Maintenance\*, Customer Service\*\*, and Office Clerks.
- (c) Bakery Sales Clerks.
- (d) Health and Beauty Aid Clerks, Variety Clerks, and Cosmetic Clerks.
- (e) Pharmacy Assistants.
- (f) Pharmacy Technicians.
- (g) Floral Clerks.
- (h) Bakers (including apprentices), Production Assistants, Cake Decorators.
- (i) Courtesy Clerks.
- (j) Coffee Bar Clerk.

Each of the designated classifications listed in Article 4.1(d) shall constitute an individual scheduling group.

\*Relief for the Head File Maintenance classification may be provided from either the General Clerk or Clerk-Cashier classification.

\*\*Relief for Customer Service employees (Front End) may be provided from within the General Clerk or Clerk-Cashier classification.

### 12.3 Scheduling

- (a) In the ordinary course of business, the order of scheduling employees within each scheduling group will be:
  - (i) Full-time employees to the extent of their basic workweek.
  - (ii) Unrestricted part-time employees.
  - (iii) Restricted part-time employees.
- (b) Unrestricted base hour employees will be scheduled more hours than other part-time employees in their classification in their department, and no less than their base provided there are hours available in their classification in their department after the full-time employees have all been scheduled and the employee has indicated availability to work those hours.
- (c) Unrestricted part-time employees will be scheduled before restricted part-time employees (i.e. unrestricted part-time employees will be scheduled to work a minimum of one (1) more hour than restricted employees).
- (d) Subject to Articles 12.3 (a) through (c), unless fitness and ability are greater than other part-time employees in the

classification and in the department, in scheduling part-time employees:

- (i) Preference in the available weekly hours of work shall be given to senior part-time employees within their classification and in their department, insofar as this is consistent with their availability and willingness to perform the work; and
  - (ii) Senior part-time employees within a classification and a department will be given the opportunity to work their hours for the week in a fewer number of days.
- (e) All full-time employees including Department Managers will, on a fair rotation basis, work evening shifts and no full-time employee will be required to work more than two (2) evenings per week, (after 6:30 p.m. for customer shopping convenience) except in cases of an emergency. It is understood that this shall not preclude employees from requesting that they be allowed to work additional evening shifts when the store is open for sales after 6:30 p.m. For the purpose of this **Article**, an evening shift is deemed to be a shift that ends at 9:00 p.m. or later. Where there are issues regarding fair rotation, the Employer and Union agree to meet to discuss a solution.

There shall be a fair rotation of all night work when the store is open for business, insofar as this is practical for store operation. It is understood that this excludes Courtesy Clerks.

Full-time employees who have a specific request for time off in the evenings shall inform the Employer in writing of the specific evenings that they are requesting. Full-time

employees cannot request more than two (2) evenings per week. Subject to operational needs, requests will not be unreasonably denied.

- (f) There shall be an interval of not less than ten (10) hours between shifts for all employees. An employee who is not allowed ten (10) hour intervals between shifts shall be paid the rate of time and one half (1 1/2 X) for time worked prior to the expiry of the ten (10) hour interval. The hours which an employee works prior to the expiry of the ten (10) hour interval will be included in determining the basic work day for the purpose of calculating overtime. (Example: An employee's shift ends at 10:00 p.m. and they start the next day at 6:00 a.m. working through to 5:00 p.m. with an hour for lunch, ten (10) worked. That employee is entitled to pay as follows: the first two (2) hours at time and one half (1 1/2 X), the next six (6) hours at regular time and the last two (2) hours at time and one half (1 1/2 X) because these hours exceed eight (8) in one **(1)** day).
- (g) The Employer may transfer an employee between scheduling groups to provide relief and additional help after all part-time employees within that scheduling group have been given the opportunity to work the available shifts up to the point of being scheduled overtime.
- (h) The Employer shall schedule all full-time employees two (2) consecutive days off (Saturday-Sunday) or (Sunday-Monday) once every four (4) weeks, and where practical, the schedule will provide for fair rotation of the above combinations.

Further, should an employee desire to have some other days off at the time **they** normally would be scheduled two (2) consecutive days off, as set out above, they shall advise

the Employer, in writing, before the schedule for the week in question is posted, and if the same occurs, the employee will forfeit **their** two (2) consecutive days off in that four (4) week period.

Days off to be attached to vacations after giving the Employer thirty (30) days notice.

- (i) Employees shall not be scheduled to work more than seven (7) consecutive days unless otherwise mutually agreed to by Management and the employee.

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

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

Employees who have a specific request for time off shall inform the Employer in writing of the specific days that they are requesting by Wednesday prior to the schedule being posted.

- (k) The Employer agrees that **they** will fully comply with any law requiring that employees be given time off to vote.
- (l) Express checkout duties will be rotated, unless otherwise mutually agreed. Further, no Clerk-Cashier will be required to serve more than five (5) hours per day in such duties.

(m) New Business Stores

The Employer will have the flexibility to schedule pre-March 17<sup>th</sup>, 1993 and post-March 17<sup>th</sup>, 1993 employees provided that pre-March 17<sup>th</sup>, 1993 employees are scheduled to work a minimum of twenty-five (25%) percent of the hours in the new store.

(n) New Departments

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

12.4 Restrictions and Availability Forms

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

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

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

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

Part-time employees will be required to work according to their most recent declaration of availability. Employees cannot use a

floating availability date to limit or further limit their availability between November 15<sup>th</sup> and the end of the year.

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

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

An unrestricted part-time employee must be available to work any shift scheduled in their department on the days required to work, as defined in Article 12.1. An unrestricted part-time employee, who is attending an accredited school of learning and is considered a full-time student, as defined by that school, shall be available to work any shift scheduled in their department while the store is open to the public, with the exception of their classroom hours.

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

## 12.5 Posting of Schedules

The Employer shall post the weekly work schedule for all employees not any later than Saturday noon to cover a two (2) week period. 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, or other instances of force majeure. An employee whose schedule is changed by reason of the foregoing will be notified as soon as possible.

Employees' seniority dates (for the purpose of call-in to work) shall be placed on the weekly work schedule, beside their names.

In all other cases, at least two (2) days notice of any change must be given, or four (4) additional hours pay at the employee's applicable rate given in lieu of proper notice.

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

There shall be a daily starting time for each employee. Daily hours of work for employees shall be consecutive with the exception of rest periods and meal periods. No split shifts shall be worked.

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

## 12.6 Reduction of Hours

Subject to Articles 12.2 and 12.3, the Employer shall not reduce the weekly hours of an employee for the purpose of replacing such hours with another employee at a lower hourly rate of pay.

The Union agrees that the Employer shall have the right to determine the minimum number of employees it requires in each

classification to provide service to the customers in its locations. Subject to Articles 12.2 and 12.3, the Employer agrees to minimize the reduction of weekly hours of work for senior part-time employees, wherever possible, when a downward adjustment of hours is implemented.

## 12.7 Maximum and Minimum Weekly Hours

Unrestricted part-time employees will be scheduled up to twenty-eight (28) hours a week. The Employer may exceed twenty-eight (28) hours a week provided junior employees in the same classification in the department who perform the same job and are available to perform the work have been given the opportunity to work up to twenty-eight (28) hours.

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

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

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

## 12.8 Sunday Work

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

If sufficient employees are not available to work on Sundays, the Employer shall have the right to schedule hours according to

“reverse seniority” provided the employee has the ability to perform the work.

## 12.9 Call-Ins

In the event of a short notice absence of an employee or in the event an occasion arises where work beyond that which is scheduled is necessary and additional hours must be worked, the Employer will call-in part-time employees in the same classification in the department who perform the same job in accordance with the following:

- (a) In the event that an occasion arises where work beyond that which is scheduled is necessary, a base employee shall be entitled to work an additional shift if their current weekly schedule of hours allows them to do so without exceeding the basic work week as defined in Article 4 of this Collective Agreement.
- (b) Part-time employees hired after March 17<sup>th</sup>, 1993 will normally be scheduled up to a maximum of twenty- eight (28) hours per week.

Notwithstanding the foregoing, part-time employees hired after March 17<sup>th</sup>, 1993 will be allowed to work a weekly schedule which exceeds twenty-eight (28) hours when they answer call-ins due to the absence of other staff.

Part-time employees hired after March 17<sup>th</sup>, 1993 in the same classification and department who perform the same job will be entitled to be called-in for extra shifts in order of seniority provided that once a senior employee’s scheduled weekly hours and call-in shifts worked exceed twenty-eight (28) hours for that week, then junior employees shall be entitled to call-in shifts on the foregoing basis.

In addition, part-time employees hired after March 17<sup>th</sup>, 1993 will be allowed to work a weekly schedule which exceeds twenty-eight (28) hours during seasonally busy periods, during a week in which a Statutory Holiday occurs, and at times when other employees in the department are absent due to illness, accident, vacation, or other approved leaves of absence. Part-time employees hired after March 17<sup>th</sup>, 1993 will not, however, be allowed to work a weekly schedule which exceeds twenty-eight (28) hours, until all unrestricted base hour employees have been offered the extra hours up to the point of being scheduled overtime.

Further, the Employer may transfer an employee between scheduling groups to provide relief and additional help after all base hour and part-time employees hired after March 17<sup>th</sup>, 1993 within that scheduling group have been given the opportunity to work the available shifts up to the point of being scheduled overtime.

- (c) An employee who does not want to receive call-in shifts can indicate this on their Availability Form. Such indication will waive their rights to receive call-ins under this Article.
- (d) Subject to (a), (b), and (c) above, employees will be called in order of seniority.
- (e) All employees who are called-in shall have their additional hours posted on the schedule in red ink as call-in hours.
- (f) All employees called in and who report for work, if required to work less than four (4) hours, shall receive four (4) hours pay at their regular hourly rate.

## 12.10 Night Stocking

- (a) An employee assigned to night stocking shall have the same starting time each shift for the calendar week except:
  - (i) In stores where night stocking is not in effect five (5) nights per week, there shall be not more than one (1) midnight shift with other shifts during the week, being either day or afternoon shifts. The midnight shift commences Sunday midnight only.
  - (ii) Where there is an issue of a junior part-time employee scheduled more hours on night stocking than a senior part-time employee who has not been scheduled night stocking, and there are no other scheduling options available, the senior part-time employee who has not been assigned to night stocking for the week may be scheduled not more than one (1) midnight shift with other shifts during the week, being day or afternoon shifts.
- (b) Normal night stocking shall not exceed four (4) weeks over an eight (8) week period. Under unusual circumstances and by mutual agreement between Management, the employee, and the Union, the time limit set forth in this paragraph may be altered.
- (c) Night shift work shall be on a fair rotation of all staff working the area concerned with the exception of the Assistant Manager and one (1) other designated clerk.
- (d) The Employer will endeavour to schedule night crews on a consecutive day basis whenever possible.

- (e) When an employee is rotated from assigned day shift to a series of night stocking shifts, then the Saturday preceding their first midnight shift shall be designated as their regular day off for the week preceding the shift of night stocking work.
- (f) No clerk shall be required to work alone on the premises on the night shift.
- (g) The above shall be subject to emergencies in Article 12.5 or when employees, subject to the approval of Management and the Union, desire a modified shift.
- (h) We will be advising our Store Managers that the dress code for night stocking will provide that jeans may be worn when the store is closed for business.

### Article 13 – Union's Recognition of Management's Rights

The Union agrees that the Management of the **Employer** - including the right to plan, direct, and control store operations; the direction of the working force; the discharge or discipline of employees for proper cause, and those matters requiring judgement as to competency of employees - is the sole right and function of the Employer.

The Parties agree that the foregoing enumeration of Management rights shall not be deemed to exclude other recognized functions of Management not specifically covered in this Agreement. The Employer, 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.

It is understood that the discharge of employees for any reason whatsoever (including terminations for alleged incompetency), is subject to and may be processed under Grievance and Arbitration Articles of this Agreement.

## Article 14 – Union Security

### 14.1 Union Stewards

The Employer agrees that Union Stewards will not be transferred (except with the consent of the employee involved) to another store, providing the Union supplies the Employer with a current list of the Union Stewards and their locations, every three (3) months.

Shop Stewards in a store will be recognized for administering the transfer portion of this **Article** according to the following formula:

<u>No. of Members in a Store</u>	<u>No. of Shop Stewards</u>
Up to 75	2
76 to 150	3
151+	4

### 14.2 Visits to Stores

Duly authorized representatives of the Union after notifying the Store Manager or personnel in charge of operations during **their** absence, shall be entitled to visit the store during hours when the store is open for the purpose of observing working conditions, review the posted hours of work scheduled and time cards, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being observed. Such interviews may be held in a place designated by the Store

Manager. Any alleged discrepancies shall be presented to the Employer in accordance with Article 16 of this Agreement.

#### 14.3 Union Leave

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

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

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

#### 14.4 Schedules

Outside working hours and following reasonable notification to the Store Manager or person in charge of the store, a Shop Steward or Union Representative will be allowed to make a copy of a department schedule and remove the copy from the store. The Union agrees to deal with the copied schedules in a confidential manner.

#### 14.5 Bulletin Boards

The Union will provide a lockable bulletin board which will be installed by the Employer and will be placed in an area as mutually agreed by the Employer and the Union.

Bulletins may only be posted by a person so authorized by the Union. Bulletins that pertain to matters other than meeting notices, dental plan information, and pension plan information shall only be posted by mutual agreement between the Union and the Employer.

#### 14.6 Union Decal

The Employer agrees to display the 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.

14.7 Seniority lists for full-time and part-time employees by store showing the employee's name, department, classification, rate of pay, date of hire, and home address and phone number shall be forwarded to the Union on a quarterly basis.

14.8 (a) The Employer will supply a report to the Union containing the following information on a mutually agreed data processing medium following the close of the four (4) week accounting period:

- Hours worked
- Store number
- Employee number
- Name in full
- Social Insurance Number
- Date of birth
- Termination date
- Amount of current weekly dues
- Amount of current initiation fees
- Total dues for each employee for the current period
- Total initiation fees for each employee for the current period
- Total education and training fund hours

#### 14.9 Education and Training Fund

The Employer agrees to make contributions to the United Food and Commercial Workers Canada Union, Local No. 401 Education and Training Fund of sixteen (\$0.16) cents per hour for each hour that the Employer pays dental contributions on as per Article 8.10(a).

(The above stated contributions shall be rerouted by the Union to maintain the Trusteed Part-Time Health & Welfare Plan).

#### 14.10 New Employee Orientation

Shop Stewards will be allowed to introduce themselves during orientation or as soon as practical afterwards, to new employees. The purpose is to introduce new employees to the Union and supply them with any information that may be needed.

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

### Article 15 – Discipline

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

When an employee's work performance, behaviour, or conduct is such that it may lead to discipline or discharge and is the subject

of discussion between the employee and the Employer, the Union Steward shall be present.

The Employer recognizes that Union Stewards have an important and critical role in the administration of the Collective Agreement between employees and Management.

Reprimands after twenty-four (24) months, are not to be used in disciplinary proceedings.

## 15.2 Reprimands

Incidents that produce a negative shopper report shall not be used as the basis for disciplining an employee. Further, the name of an employee whose work performance or conduct provided the basis for a negative shopper report will not be shown on any posted document. The discussion of a negative shopper report will be handled in a confidential manner.

## 15.3 Customer Service

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

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

## Article 16 – Grievance Procedure

- (a) Any complaint, disagreement, or difference of opinion between the Employer and the Union or the employees covered by the Agreement which concerns the interpretations, application, operation, or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.
- (b) Any employee, the Union, or the Employer may present a grievance. Any grievance which is not presented within fourteen (14) days following the event giving rise to such grievance (except by errors in respect to the employee's compensation which must be presented in writing within fourteen (14) days of the employee becoming aware of the event giving rise to such grievance), or within ten (10) days of the last day worked in the case of a dismissal, shall be forfeited and waived by the aggrieved party. Time limits may be extended by mutual agreement with written confirmation.
- (c) All grievances, except those submitted by the employee to **their** immediate superior or to the Union, shall be submitted in writing and shall set forth, clearly, the issues and contentions of the aggrieved party; the Employer shall then reply, in writing, to the Union's letter, setting forth **their** answer to the points raised by the Union in its grievance.
- (d) The procedure for adjustment of grievances and disputes by an employee shall be as follows:
  - 1st Step: By a discussion between the employee and the Shop Steward or Union Representative and employee's immediate superior and/or Store Manager. If a satisfactory settlement cannot be reached then:

2<sup>nd</sup> Step: The Union Representative(s) may submit a written grievance and take up the matter with the **Employer's** official designated by the Employer to handle labour relations.

If a satisfactory settlement can not be reached, the matter may then be referred to arbitration. A referral to arbitration will not be made until both parties have had a grievance meeting or conference call on the matter. A grievance meeting will be held within thirty (30) days of the request of either party.

### Article 17 – Board of Arbitration

All grievances that cannot be settled by the Representative of the Employer and the Union in accordance with Article 16 may be submitted to either an Arbitration Board by mutual agreement only or single Arbitrator as set out below.

An Arbitration Board shall be composed of:

- One (1) Employer Representative;
- One (1) Union Representative;
- One (1) person appointed by the Director of Mediation Services for the Province of Alberta who shall act as the Board Chairperson.

The parties may mutually agree to have a single arbitrator. The single arbitrator shall be mutually agreed upon by the Union and the Employer. In the event that a single arbitrator cannot be mutually agreed upon, then application for appointment of an arbitrator shall be made to the Director of Mediation Services for the Province of Alberta.

The Board of Arbitration or single arbitrator shall not be vested with the power to change, alter, or modify any of the terms of this Agreement.

No person shall serve on a Board of Arbitration or as a single arbitrator who is involved or directly interested in the grievance.

The decisions of the majority of the Board of Arbitration, or single arbitrator as the case may be, shall be binding and enforceable to all parties.

It is agreed that the expenses of the impartial Chairman or single arbitrator shall be borne equally by both the Union and the Employer.

## Article 18 – Miscellaneous

### 18.1 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 Employer shall be performed only by employees of the Employer 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) Supervisory and specialist personnel of the Employer;
- (b) Sales persons that deliver pop, chips, and bread direct to store;
- (c) Rack jobbers (eg. Quantum Plus Ltd.);
- (d) Existing employees shall not lose hours as a result of vendor stocking. Any employee impacted with loss of specific duties as a result of this change shall be given an opportunity to be assigned duties in other areas of the store;
- (e) Demonstrators;

- (f) Special personnel assisting prior to new store opening and one (1) week thereafter (including major store remodelling);
- (g) Sales persons employed in the building of special displays (mechanical only).

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 that replenishing of merchandise shall be performed by employees of the Employer.

"Sales persons", for the purposes of this section, shall mean persons other than employees of the Employer.

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

When there is a violation of the Clerk's Work Clause in any particular store, the Union will provide a written warning to the Store Manager, with copies to the Labour Relations and Human Resources Managers. In the case of a subsequent violation in that particular store within twelve (12) months of the written warnings (by any Sales Representative regardless of the Company), the Employer will pay a fine of two hundred (\$200.00) dollars. Such fine will be paid by the Employer to the United Food and Commercial Workers Canada Union, Local No. 401.

- (i) **fifty** (50%) **percent** to Dental Care Plan

- (ii) **fifty** (50%) **percent** to Scholarship Fund

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.

(h) Salesmen Checking Outdated Merchandise

Sales Representatives will be allowed to check code dates for outdated merchandise. Sales Representatives may remove their own company's off-code product, unsuitable for sale, from shelves or display cases and put such off-code product in a shopping buggy. Once the off-code product is in a buggy, it must be handled by the Store Manager, or another employee in the store. The person so designated must either take the buggy into the back room or to the Sales Representative's vehicle.

Any replacement of stock shall be done by a member of the bargaining unit who has the responsibility to do so. If the Sales Representative wishes to make an immediate replacement of stock, such stock shall be put into the stock room and the appropriate member(s) of the bargaining unit shall place it on the shelf or in the display case.

(i) Special Promotional Material

Sales Representatives will be allowed to attach special promotional material on stock which is already on the sales floor. Sales Representatives will not be allowed to put promotional material on stock which is in the back room.

(j) Relines

Sales Representatives will be allowed to work in the store in the following cases:

(i) Changes in Schematics

When there is a change in schematics (i.e. new products are added, and/or certain products are de-listed) Sales Representatives will be allowed to face the sections affected.

(ii) New Programs

When the same product is displayed in different fixtures, Sales Representatives will install the rack/fixture and will do the initial facing.

(iii) New Categories

When new product lines are introduced to a store, Sales Representatives will install the rack/fixture and do the initial stocking.

(iv) Store Relines (Involving the Reline Crew)

In relines involving less than fifty (50%) percent of the store shelf space and less, Sales Representatives will face the product.

In relines involving fifty (50%) percent or more of the store shelf space, Sales Representatives will stock the product.

(v) Major Store Remodel

Sales Representatives will stock the product as set out in the present Collective Agreement.

(vi) New Stores

Sales Representatives will stock the product as set out in the present Collective Agreement.

(vii) Where salesmen will be involved as set out in subsections (i) through (vi) the Union will be notified in advance.

(k) Greeting Cards

(i) Greeting Card Sales Representatives will be allowed to pull tickets and reorder.

(ii) Greeting Card Sales Representatives will be allowed to straighten cards and envelopes in all sections if they work with an employee who normally works in the card section.

(iii) Greeting Card Sales Representatives will reline and stock seasonal promotions. The seasonal promotions are:

Halloween  
Christmas  
Valentine's Day  
Easter  
Mother's Day  
Father's Day

## 18.2 Maintenance and Adequate Heating Facilities

The Employer agrees to maintain adequate heating and lighting facilities in each store while work is being performed in the location.

## 18.3 Discrimination/Intimidation

The Employer is committed to treat all employees with dignity and respect. Employees will not be subject to intimidation by the store Management as a result of exercising their legitimate rights under the Collective Agreement.

The Employer and the Union recognize the rights of employees to work in an environment free from harassment and discrimination, including bullying and any behavior contrary to the Alberta Human Rights Act. The parties agree to cooperate with each other in preventing and eliminating any such behavior. Where an employee alleges that harassment or discrimination has occurred on the job the employee shall have the right to grieve under the Collective Agreement.

If an employee walks off the job and alleges Management has deliberately coerced or intimidated **them** into doing so, the matter shall be considered under the grievance procedure; and if such allegations are proved to be true, then the employee shall be considered not to have resigned. Such grievances must be filed no later than three (3) days after the incident that gave rise to the situation.

The Employer and the Union endorse the principles contained in the Alberta Human Rights Act.

## 18.4 Wearing Apparel

- (a) For employees in Bakery Production, the Employer shall furnish, without cost to the employee, smock or apron, and the Employer shall pay for repair and laundering of same in compliance with the order of the Alberta Labour Relations Code.

In other departments where the Employer requires an employee to wear smocks or aprons, the Employer shall provide and repair such smocks and aprons free of cost to the employee.

Special clothing, such as rain capes and parkas, is to be supplied as decided by the Employer, where required. Members shall be permitted to wear sweaters and/or such other clothing as they may deem necessary providing such clothing conforms to Employer policy. Gloves will be made available, as required, for use in cold weather. (Employees shall be permitted to wear suitable boots in inclement weather).

The Employer agrees to supply rubber boots to employees in Produce who require them.

- (b) The Employer will provide uniform shirts at the time of hire on the following basis:
  - (i) Two (2) shirts to full-time employees.
  - (ii) One (1) shirt to part-time employees.

In addition, the Employer will provide one (1) replacement shirt after a year of employment and each subsequent year upon request by the employee.

Employees are required to maintain their shirt(s) in a clean and presentable condition. Any additional shirts required by the employee can be purchased from the Employer.

New employees who terminate their employment or are terminated by the Employer prior to the completion of the probationary period, may have the cost of the shirt(s) deducted from their final pay cheque unless they return the shirt(s) to the Employer.

#### 18.5 Lockers

The Employer will not search an employee's locker without ***their*** consent or proper authorization.

The Union and the Employer agree to meet and discuss reasonable changes to locker facilities where present locker space is inadequate.

#### 18.6 Polygraph Tests

The Employer agrees that polygraph or similar lie-detector tests will not be used.

#### 18.7 Work Assignments

If an employee believes the amount of work ***they are*** required to perform is in excess and over what is required from the rest of the staff and it will result in an occupational injury to ***them***, the question shall be referred to Article 16, Grievance Procedure, and Article 17, Arbitration.

## 18.8 Transportation

The Employer agrees to pay the cost of transportation when an employee is transferred to another store during the course of the employee's days work. When an employee is transferred to another store during regular working hours, the time taken during transit will be paid for by the Employer at the regular hourly rate.

## 18.9 Joint Labour Management Committee

The Employer and the Union agree to establish a Joint Labour Management Committee (J.L.M.) to meet regularly, but not less than four (4X) times per year to discuss any items that are of concern to either party arising out of the operation of the facilities covered by the Collective Agreement.

The Joint Labour Management Committee shall be comprised of the representative of the Labour Relations Department, Human Resources Department, Store Managers, and District Managers, on behalf of the Employer, and Union members consisting of up to six (6) people representing the various departments and at least one (1) full-time Representative of the Union representing the Union.

Either Party shall inform the other at least three (3) days in advance of any scheduled meeting of the items it wishes to place on the agenda for that meeting.

It is agreed by the Employer and the Union that the understanding is that J.L.M. meetings will be on store or division basis.

## 18.10 Safety

It shall be the duty and responsibility of both the Employer and the employee to co-operate and insure that tools, equipment, and

utilities used by the employees are maintained in a good and safe condition.

#### 18.11 Employee Security

Employees working evening shifts may request an escort to their car to ensure their safe departure. The request must be made to the person in charge of the store who will make arrangements for the employee to be escorted to their car.

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

Other matters relating to the employee's security should be brought to the attention of Management.

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

#### 18.12 Joint Work Site Health and Safety Committee

The Employer agrees to set up a Joint Health and Safety Committee which will consist of an even number of representatives from Management and the bargaining units. UFCW Local 401 shall appoint **five (5)** Bargaining Unit Members. The chairing of meetings will be rotated among the parties and the Employer shall record and post the minutes in the work place.

Meetings are to be scheduled bi-monthly, unless otherwise mutually agreed.

Meetings shall be scheduled at the beginning of each year and the Employer and the Union will endeavor to have the meetings

as scheduled or within one **(1)** week of the scheduled meeting unless mutually agreed to otherwise. The Union will advise the Store Manager of the Union Committee members at the beginning of the year, as well as any changes in the course of the year.

Members of the Joint Health and Safety Committee shall be paid straight time hourly rate for all hours attending to matters relating to Health and Safety.

#### 18.13 Staff Meetings

Staff meetings, wherever held, shall be considered as time worked and paid for as such, except when they are dinner meetings at which attendance is voluntary by the employee. It is understood that dinner meetings will be considered evening meetings accompanied by a meal and held outside the store proper.

#### 18.14 Department Meetings

Notwithstanding the foregoing, the Employer may schedule four (4) store departmental meetings per year at which attendance is required (except for those on approved leave of absence) and the employees shall be paid for the time at the meeting at their regular rate of pay. Meetings will be limited to two (2) hours.

#### 18.15 Cash Shortage

No employee may be required to make up cash register shortages unless **they are** given the privilege of checking the money 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 may be required to make up 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 certify all withdrawals and/or deposits.

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

#### 18.16 Learning Prices

Learning prices shall be included in the employee's daily work schedule and shall be paid for in accordance with the terms of the Collective Agreement.

#### 18.17 Water

Employees may elect to bring a bottle of water to their work station while working provided that:

1. The bottle is an "Employer" brand or in an unbranded refillable container.
2. The size is no larger than 1 litre or smaller.
3. The bottle is stored under a counter or till.
4. The employee exercises common courtesy with customers while consuming water.

#### 18.18 Food Safety

Employees can speak freely with both Management and the Union regarding food safety issues and are expected to bring any potential food safety issue forward to Management.

## 18.19 Joint Training

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

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

## Article 19 – Job Descriptions

(As laid out in Letter of Understanding #13)

### 19.1 (a) General Clerks

General Clerks may perform any duties other than in Meat, Deli, Seafood, Chinese Kitchen, or Bakery Production Departments.

These duties include:

#### Grocery

1. Write grocery order.
2. Loading and unloading of all merchandise - receiving freight - checking in merchandise - stocking in back room.
3. Selecting and loading - merchandise for sales floor distribution.
4. Cutting cases - price marking and changes.

5. Night stocking and day stocking - merchandise on shelves.
6. Set up displays.
7. Frozen Food, Dairy, and Bakery Section - loading, unloading, storage, rotation, and ordering.
8. Schedule flow of merchandise - arrange stock room, laundry supplies, damaged merchandise, spoils, salvage, and empty bottle program.
9. Customer Service - basket retrieval.
10. File Maintenance (the employee in the store who bears the chief responsibility for the maintenance and implementation of store scanner files).

And any and all other duties as may be assigned by the Store Manager.

### Produce

11. Write produce orders.
12. Check in produce.
13. Display merchandise, rotate product.
14. Trimming, washing produce, open containers, prepare produce for display in salesrooms.
15. Load and unload stocking trucks with produce for display in salesroom.

16. Nut Hut duties.

Sanitation

17. Sanitation Program – up keep.

18. Washing and cleaning - floors (maintenance) shelves wash and dust, light fixtures, windows, clean parking lot.

19. Garbage and cardboard - look after refuse, bailing cardboard.

20. Minor repairs - hanging signs.

Any and all other duties as may be assigned by the Store Manager.

(b) Clerk-Cashiers

The duties of a Clerk-Cashier are as follows:

1. Check-stand duties.

2. Price Changes (including the changing of shelf tickets).

3. Office Work.

4. Stocking of chocolate bars, chewing gum, and candy in the check stand area.

5. Stocking of tobacco, excluding case lots tobacco products.

6. Cleaning and housekeeping duties relating to check-stand, snack bar, or bakery counter.
7. Bakery counter.
8. Operating the till in self serve Tim Hortons for relief of rest and meal periods.

Any Clerk-Cashier who is instructed by **Management** or person in charge to perform duties other than those listed above for fifteen (15) minutes or more in a shift shall be paid the top rate of the Pre-2003 General Clerk classification for the complete shift.

Clerk-Cashiers who wish to be trained for office work in their store must apply in writing to the Store Manager. Clerk-Cashiers wishing to perform office work will be assigned such work in accordance with available openings that occur after ratification.

Applicants shall receive consideration based on their seniority, work performance on their present job, and providing they have the capability to acquire the skills necessary to perform such office work following a period of training.

An applicant will have to demonstrate satisfactorily to the Employer the abilities required in the performance of office work and must meet fair and reasonable standards as set by the Employer for this work.

If after a reasonable period of training (not exceeding **one hundred sixty** (160) hours) the Clerk-Cashier is not performing the duties of the job satisfactorily, **they** shall no longer be eligible for office work.

The foregoing does not entitle a Clerk-Cashier to work exclusively office work shifts and hours worked in the office shall be considered as Cashier hours for the purpose of scheduling available weekly hours of work.

(c) Bakery Sales Classification

Only Bakery Sales Clerks will be scheduled to work Bakery Sales shifts.

Relief for Bakery Sales Clerks will be provided from outside the classification should there not be sufficient relief help available in the department.

Any Bakery Sales Clerk who is instructed by Management or person in charge to perform duties other than those listed above for fifteen (15) minutes or more in a shift shall be paid the top rate of the Pre-2003 General Clerk classification for the complete shift.

(d) Job Description - Health & Beauty Aid/Variety Clerk

Orders and stocks the various types of variety merchandise.

Orders, stocks, and assists in merchandising the weekly specials.

Responsible for the continuity programs and firm orders.

Completion of associated paperwork (e.g. checking invoices & preparing pick-up slips).

It is understood that the foregoing represents the main functions of a HABA/Variety Clerk, but are not restricted to same.

Any HABA/Variety Clerk who is instructed by Management or person in charge to perform duties other than those listed above for fifteen (15) minutes or more in a shift shall be paid the top rate of the Pre-2003 General Clerk classification for the complete shift.

(e) Pharmacy Assistant

1. Train other Pharmacy staff – computer/devices, etc.
2. Train customers to use diabetes meters, electric breast pumps, and other medical devices.
3. Obtain the necessary patient and prescription information and update the patient profile.
4. Nursing home and med pak procedures.
5. Prepare the prescription order (counting/measuring and pouring, generating the prescription label).
6. Operate the Pharmacy cash register.
7. Inventory control of prescription drugs, pharmacy supplies, and variety merchandise (ordering/receiving/rotating stock and maintain inventory files in computer).
8. Facing and stocking shelves in the sales area adjacent to the Pharmacy when time permits.

It is understood that the foregoing represents the main functions of a Pharmacy Assistant, but are not restricted to the same.

Any Pharmacy Assistant who is instructed by Management or person in charge to perform duties other than those listed above for fifteen (15) minutes or more in a shift shall be paid the top rate of the Pre-2003 General Clerk classification for the complete shift.

(f) Floral Clerk

1. To be knowledgeable in plant care and maintenance of all fresh cut product.
2. Responsible for maintenance of log book and general ledgers.
3. Responsible for maintenance of inventories including ordering fresh cut products and potted products.
4. Operates Floral Department cash register.
5. Cleaning and general up keep of department.
6. Designing, merchandising, scheduling.

It is understood that the foregoing represents the main functions of a Floral Clerk, but are not restricted to same.

Any Floral Clerk who is instructed by Management or person in charge to perform duties other than those listed above for fifteen (15) minutes or more in a shift shall be paid the top rate of the Pre-2003 General Clerk classification for the complete shift.

(g) Courtesy Clerk

1. Handling of shopping buggies – retrieving, etc.
2. Bagging.
3. General clean-up of all kinds in check stand area.
4. Take-out service to customers.
5. Bagging supplies.
6. Entrance way clean up and sidewalk adjacent to store.
7. Empty pop bottle collection, stacking, etc.
8. Sweeping sales floor.
9. Merchandise returns.
10. Emergency clean up.
11. Maintenance of bulk soft drink dispenser.
12. Price checks.

Any Courtesy Clerk who is instructed by Management or person in charge to perform duties other than those listed above for fifteen (15) minutes or more in a shift shall be paid the top rate of the Pre-2003 General Clerk classification for the complete shift.

The Employer agrees that the normal scheduling practices of Courtesy Clerk duties will not change as a result of the workforce restructuring.

(h) Coffee Bar Clerk

- Knowledge of coffee and tea products.
- Operate cash register.
- Prepare and serve products.
- Display, merchandise, and price products for sale.
- Cleaning and general up keep of department.
- Temperature recording.
- Order, storage, rotation, stocking, and receiving of merchandise.

It is understood that the forgoing represents the main functions of a Coffee Bar Clerk, but are not restricted to same.

Any Coffee Bar Clerk who is instructed by Management or person in charge to perform duties other than those listed above for fifteen (15) minutes or more in a shift shall be paid the top rate of the Pre-2003 General Clerk classification for their complete shift.

## Article 20 – Expiration and Renewal

This Agreement shall be effective from April 1<sup>st</sup>, **2020** and shall remain in force until **August 31<sup>st</sup>, 2023** and thereafter from year to year; but either party may, not more than one hundred twenty (120) days and not less than sixty (60) days before the expiry date or renewal date of such Agreement, give notice, in writing, to the other party to (a) terminate such Agreement, or (b) to negotiate revisions thereof.

Should either party give notice pursuant to (b) above, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment until:

- (1) The Union serves notice of strike in accordance with the Alberta Labour Relations Code.
- (2) The Employer serves notice of lockout in accordance with the Alberta Labour Relations Code.
- (3) Strikes and Lockouts

There shall be no strikes or lockouts during the term of this Agreement, as per Sections 69 and 70 of the Alberta Labour Relations Code.

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

For the Employer:

---

---

---

---

---

For the Union:

---

---

---

---

---

Employer Committee:

Major Brar  
***Greig Cannard***

Union Committee:

***Charlene Hussyne***  
***Jolene Messer***  
***Joanne Wilson***  
***Clayton Herriot***  
***Chris O'Halloran***

This Agreement was ratified on ***May 6<sup>th</sup>, 2023***

## Appendix “A” – Wages

### 1. Incentives

The parties agree that Appendix “A” does not prevent the implementation of additional premiums or other incentives as determined by the Employer from time to time.

Where it is necessary for the Employer to hire at a rate greater than the rate posted in Appendix “A” due to labour market conditions, the newly hired employees will be credited with the corresponding number of career hours to their assigned rate.

Prior to the implementation of any additional premium or other incentives, the Employer shall advise the Union. Upon request of the Union, the Employer shall meet with the Union to discuss the additional premiums or other incentives prior to the implementation.

### 2. Lump Sum Payments

Effective **May 14<sup>th</sup>, 2023** active top rate employees shall receive **a two (2%) percent lump sum calculated on all hours worked from April 1<sup>st</sup>, 2020 to March 31<sup>st</sup>, 2021 and a three (3%) percent lump sum calculated on all hours worked from April 1<sup>st</sup>, 2021 to May 7<sup>th</sup>, 2023.**

### 3. Wage Increases

**Active employees who are at or above top rate at May 7<sup>th</sup>, 2023 shall receive offscale rate increase effective May 14<sup>th</sup>, 2023 of sixty (\$0.60) cents.**

Employees actively employed at April 26<sup>th</sup>, 2016 shall remain on their existing wage scale.

All employees hired after May 1<sup>st</sup>, 2016 shall be placed on the attached 2016 wage scale subject to the following:

Restaurant Clerks/Coffee Bar shall progress to a maximum of step 6 on the new 2016 Wage Scale. Coffee Bar Operator shall progress to a maximum of step 12.

All employees hired after April 26<sup>th</sup>, 2016 and promoted to the position of Assistant Department Manager shall be paid a premium of ***two dollars ninety*** (\$2.90) ***cents*** per hour for all hours worked in that position.

### Wage Scale

Employees Hired after April 26 <sup>th</sup> , 2016			<b><i>October 2018</i></b>	<b><i>May 7<sup>th</sup>, 2023</i></b>
1	0-500	\$13.60	<b><i>\$15.25</i></b>	<b><i>\$15.30</i></b>
2	500-1000	\$13.80	<b><i>\$15.45</i></b>	<b><i>\$15.50</i></b>
3	1000-1500	\$14.00	<b><i>\$15.65</i></b>	<b><i>\$15.70</i></b>
4	1500-2000	\$14.20	<b><i>\$15.85</i></b>	<b><i>\$15.85</i></b>
5	2000-2500	\$14.50	<b><i>\$16.05</i></b>	<b><i>\$16.05</i></b>
6	2500-3000	\$14.80	<b><i>\$16.25</i></b>	<b><i>\$16.25</i></b>
7	3000-3500	\$15.10	<b><i>\$16.45</i></b>	<b><i>\$16.45</i></b>
8	3500-4000	\$15.40	<b><i>\$16.65</i></b>	<b><i>\$16.65</i></b>
9	4000-4500	\$15.75	<b><i>\$16.85</i></b>	<b><i>\$16.85</i></b>
10	4500-5000	\$16.10	<b><i>\$17.05</i></b>	<b><i>\$17.05</i></b>
11	5000-5500	\$16.45	<b><i>\$17.25</i></b>	<b><i>\$17.25</i></b>
12	5500-6000	\$16.80	<b><i>\$17.45</i></b>	<b><i>\$17.45</i></b>
13	6000-6500	\$17.20	<b><i>\$17.65</i></b>	<b><i>\$17.65</i></b>
14	6500-7000	\$17.60	<b><i>\$17.85</i></b>	<b><i>\$17.85</i></b>
15	7000-7500	\$18.00	<b><i>\$18.05</i></b>	<b><i>\$18.05</i></b>
16	7500-8000	\$18.40	<b><i>\$18.40</i></b>	<b><i>\$18.40</i></b>
17	8000-8500	\$18.80	<b><i>\$18.80</i></b>	<b><i>\$18.80</i></b>
18	8500-9000	\$19.20	<b><i>\$19.20</i></b>	<b><i>\$19.20</i></b>
19	9000-9500	\$19.60	<b><i>\$19.60</i></b>	<b><i>\$19.60</i></b>
20	9500-10000	\$20.00	<b><i>\$20.00</i></b>	<b><i>\$20.60**</i></b>

***\*\* Employees currently at twenty (\$20.00) dollars will move to twenty dollars sixty (\$20.60) cents effective May 14<sup>th</sup>, 2023 and shall not receive any further offscale increases (in other words, employees will not be allowed to double dip).***

The following pay scales are pre April 2016 rates  
(For reference for those April 2016 red circled employees)

Pharmacy Assistant		
Step	Experience	SFM
1	0 – 500	\$15.70
2	501 – 1000	\$16.10
3	1001 – 1500	\$16.50
4	1501 – 2000	\$16.90
5	2001 – 2500	\$17.35
6	2501 – 3000	\$17.80
7	3001 – 3500	\$18.25
8	3501 – 4000	\$18.70
9	4001 – 4500	\$19.15
10	4501 – 5000	\$19.60
11	5001 – 5500	\$20.05
12	5501 – 6000	\$20.55
13	6001 +	\$23.90

Baker		
Step	Experience	SFM
1	0 – 1500	\$12.85
2	1501 – 3000	\$13.85
3	3001 – 4500	\$14.85
4	4501 – 6000	\$15.85
5	6001 – 7500	\$16.85
6	7501 +	\$21.06

Sales/Service Clerk		
Step	Experience	SFM
1	0 – 500	\$13.12
2	501 – 1000	\$13.12
3	1001 – 1500	\$13.58
4	1501 – 2000	\$14.05
5	2001 – 2500	\$14.52
6	2501 – 3000	\$14.98
7	3001 – 3500	\$15.45
8	3501 – 4000	\$15.92
9	4001 – 4500	\$16.38
10	4501 +	\$23.20

Courtesy Clerk/Coffee Server		
Step	Experience	SFM
1	0 – 160	\$11.70
2	161 – 320	\$11.85
3	321 – 500	\$12.00
4	501 – 1000	\$12.15
5	1001 – 1500	\$12.30
6	1501 – 2000	\$12.45
7	2001 – 2500	\$12.70
8	2501 – 3000	\$12.95
9	3001 – 3500	\$13.20
10	3501 – 4000	\$13.45
11	4001 – 4500	\$13.70
12	4501 – 5000	\$13.90
13	5001 +	\$15.60

4. The Following Wage Rates for All Employees Employed Prior to April 26<sup>th</sup>, 2016

Appendix “A” – Wage Scales

Sales/Service Clerks*					
Hours- Pre-February 26 <sup>th</sup> , 2008 Employees	Hours- Post February 26 <sup>th</sup> , 2008 Employees		June 12 <sup>th</sup> , 2011	March 18 <sup>th</sup> , 2012	March 17 <sup>th</sup> , 2013
3000	0	\$11.15	\$11.15	\$11.15	\$11.15
3500	500	\$11.62	\$11.62	\$11.62	\$11.62
4000	1000	\$12.08	\$12.08	\$12.08	\$12.08
4500	1500	\$12.55	\$12.55	\$12.55	\$12.55
5000	2000	\$13.02	\$13.02	\$13.02	\$13.02
5500	2500	\$13.48	\$13.48	\$13.48	\$13.48
6000	3000	\$13.95	\$13.95	\$13.95	\$13.95
6500	3500	\$14.42	\$14.42	\$14.42	\$14.42
7000	4000	\$14.88	\$14.88	\$14.88	\$14.88
7500	4500	\$19.30	\$20.10	\$20.90	\$21.70

\* To include the following jobs: General Clerk, Customer Service, Clerk-Cashier, Bakery Sales, Office Clerk, Health and Beauty Aid Clerk, Variety Clerk, Floral Clerk, Utility Clerk, all employees in (except Bakers & Meat Department Employees) or a Courtesy Clerk promoted out of the Courtesy Clerk classification after June 21<sup>st</sup>, 2003.

Pre-June 21st, 2003 Employees (General Clerk/Customer Service)					
Hours		Current	June 12 <sup>th</sup> , 2011	March 18 <sup>th</sup> , 2012	March 17 <sup>th</sup> , 2013
0	500	\$8.65	\$8.65	\$8.65	\$8.65
501	1000	\$8.92	\$8.92	\$8.92	\$8.92
1001	1500	\$9.18	\$9.18	\$9.18	\$9.18
1501	2000	\$9.45	\$9.45	\$9.45	\$9.45
2001	2500	\$9.72	\$9.72	\$9.72	\$9.72
2501	3000	\$10.18	\$10.18	\$10.18	\$10.18
3001	3500	\$10.65	\$10.65	\$10.65	\$10.65
3501	4000	\$11.12	\$11.12	\$11.12	\$11.12
4001	4500	\$11.58	\$11.58	\$11.58	\$11.58
4501	5000	\$12.05	\$12.05	\$12.05	\$12.05
5001	5500	\$12.52	\$12.52	\$12.52	\$12.52
5501	6000	\$12.98	\$12.98	\$12.98	\$12.98
6001	6500	\$13.45	\$13.45	\$13.45	\$13.45
6501	7000	\$13.92	\$13.92	\$13.92	\$13.92
7001	7500	\$14.38	\$14.38	\$14.38	\$14.38
7501	8000	\$16.10	\$16.10	\$16.10	\$16.10
8001	8500	\$16.60	\$16.60	\$16.60	\$16.60
8501	9000	\$17.10	\$17.10	\$17.10	\$17.10
9001	9500	\$17.60	\$17.60	\$17.60	\$17.60
9501	10000	\$18.10	\$18.10	\$18.10	\$18.10
	10000+	\$20.89	\$21.69	\$22.49	\$23.29

**Pre-June 21st, 2003 Employees  
(Clerk-Cashier/Bakery Sales)**

Hours		Current	June 12 <sup>th</sup> , 2011	March 18 <sup>th</sup> , 2012	March 17 <sup>th</sup> , 2013
0	500	\$8.65	\$8.65	\$8.65	\$8.65
501	1000	\$8.92	\$8.92	\$8.92	\$8.92
1001	1500	\$9.18	\$9.18	\$9.18	\$9.18
1501	2000	\$9.45	\$9.45	\$9.45	\$9.45
2001	2500	\$9.72	\$9.72	\$9.72	\$9.72
2501	3000	\$10.18	\$10.18	\$10.18	\$10.18
3001	3500	\$10.65	\$10.65	\$10.65	\$10.65
3501	4000	\$11.12	\$11.12	\$11.12	\$11.12
4001	4500	\$11.58	\$11.58	\$11.58	\$11.58
4501	5000	\$12.05	\$12.05	\$12.05	\$12.05
5001	5500	\$12.52	\$12.52	\$12.52	\$12.52
5501	6000	\$12.98	\$12.98	\$12.98	\$12.98
6001	6500	\$13.45	\$13.45	\$13.45	\$13.45
6501	7000	\$13.92	\$13.92	\$13.92	\$13.92
7001	7500	\$14.38	\$14.38	\$14.38	\$14.38
7501	8000	\$16.10	\$16.10	\$16.10	\$16.10
8001	8500	\$16.43	\$16.43	\$16.43	\$16.43
8501	9000	\$16.76	\$16.76	\$16.76	\$16.76
9001	9500	\$17.09	\$17.09	\$17.09	\$17.09
9501	10000	\$17.42	\$17.42	\$17.42	\$17.42
	10000+	\$20.07	\$20.87	\$21.67	\$22.47

Pre-June 21st, 2003 Utility Clerks					
Hours		Current	June 12 <sup>th</sup> , 2011	March 18 <sup>th</sup> , 2012	March 17 <sup>th</sup> , 2013
0	500	\$8.65	\$8.65	\$8.65	\$8.65
501	1000	\$8.88	\$8.88	\$8.88	\$8.88
1001	1500	\$9.12	\$9.12	\$9.12	\$9.12
1501	2000	\$9.35	\$9.35	\$9.35	\$9.35
2001	2500	\$9.58	\$9.58	\$9.58	\$9.58
2501	3000	\$10.02	\$10.02	\$10.02	\$10.02
3001	3500	\$10.45	\$10.45	\$10.45	\$10.45
3501	4000	\$10.88	\$10.88	\$10.88	\$10.88
4001	4500	\$11.31	\$11.31	\$11.31	\$11.31
4501	5000	\$11.75	\$11.75	\$11.75	\$11.75
5001	5500	\$12.18	\$12.18	\$12.18	\$12.18
5501	6000	\$12.61	\$12.61	\$12.61	\$12.61
6001	6500	\$13.05	\$13.05	\$13.05	\$13.05
6501	7000	\$13.48	\$13.48	\$13.48	\$13.48
7001	7500	\$13.91	\$13.91	\$13.91	\$13.91
7501	8000	\$15.10	\$15.10	\$15.10	\$15.10
8001	8500	\$15.65	\$15.65	\$15.65	\$15.65
8501	9000	\$16.20	\$16.20	\$16.20	\$16.20
9001	9500	\$16.75	\$16.75	\$16.75	\$16.75
9501	10000	\$17.30	\$17.30	\$17.30	\$17.30
	10000+	\$20.15	\$20.95	\$21.75	\$22.55

**Pharmacy Assistant - Pre-February 26<sup>th</sup>, 2008**

Hours	Current	June 12 <sup>th</sup> , 2011	March 18 <sup>th</sup> , 2012	March 17 <sup>th</sup> , 2013
6500	\$14.47	\$14.47	\$14.47	\$14.47
7000	\$14.70	\$14.70	\$14.70	\$14.70
7500	\$17.65	\$17.65	\$17.65	\$17.65
8000	\$18.05	\$18.05	\$18.05	\$18.05
8500	\$18.45	\$18.45	\$18.45	\$18.45
9000	\$18.85	\$18.85	\$18.85	\$18.85
9500	\$19.25	\$19.25	\$19.25	\$19.25
10000+	\$20.00	\$20.80	\$21.60	\$22.40

**Pharmacy Assistant - Post-February 26<sup>th</sup>, 2008**

Hours	Current	June 12 <sup>th</sup> , 2011	March 18 <sup>th</sup> , 2012	March 17 <sup>th</sup> , 2013
0	\$14.20	\$14.20	\$14.20	\$14.20
500	\$14.60	\$14.60	\$14.60	\$14.60
1000	\$15.00	\$15.00	\$15.00	\$15.00
1500	\$15.40	\$15.40	\$15.40	\$15.40
2000	\$15.85	\$15.85	\$15.85	\$15.85
2500	\$16.30	\$16.30	\$16.30	\$16.30
3000	\$16.75	\$16.75	\$16.75	\$16.75
3500	\$17.20	\$17.20	\$17.20	\$17.20
4000	\$17.65	\$17.65	\$17.65	\$17.65
4500	\$18.10	\$18.10	\$18.10	\$18.10
5000	\$18.55	\$18.55	\$18.55	\$18.55
5500	\$19.05	\$19.05	\$19.05	\$19.05
6000+	\$20.00	\$20.80	\$21.60	\$22.40

Courtesy Clerks - Pre-February 26 <sup>th</sup> , 2008				
Hours	Current	June 12 <sup>th</sup> , 2011	March 18 <sup>th</sup> , 2012	March 17 <sup>th</sup> , 2013
4000	\$10.60	\$10.60	\$10.60	\$10.60
4500	\$10.80	\$10.80	\$10.80	\$10.80
5000	\$11.70	\$11.70	\$11.70	\$11.70
5500	\$11.95	\$11.95	\$11.95	\$11.95
6000	\$12.20	\$12.20	\$12.20	\$12.20
6500	\$12.40	\$12.40	\$12.40	\$12.40
7000 +	\$12.60	\$13.10	\$13.60	\$14.10

Courtesy Clerks - Post-February 26 <sup>th</sup> , 2008				
Hours	Current	June 12 <sup>th</sup> , 2011	March 18 <sup>th</sup> , 2012	March 17 <sup>th</sup> , 2013
0	\$10.20	\$10.20	\$10.20	\$10.20
160	\$10.35	\$10.35	\$10.35	\$10.35
320	\$10.50	\$10.50	\$10.50	\$10.50
500	\$10.65	\$10.65	\$10.65	\$10.65
1000	\$10.80	\$10.80	\$10.80	\$10.80
1500	\$10.95	\$10.95	\$10.95	\$10.95
2000	\$11.20	\$11.20	\$11.20	\$11.20
2500	\$11.45	\$11.45	\$11.45	\$11.45
3000	\$11.70	\$11.70	\$11.70	\$11.70
3500	\$11.95	\$11.95	\$11.95	\$11.95
4000	\$12.20	\$12.20	\$12.20	\$12.20
4500	\$12.40	\$12.40	\$12.40	\$12.40
5000+	\$12.60	\$13.10	\$13.60	\$14.10

Coffee Bar Server - Pre-February 26 <sup>th</sup> , 2008				
Hours	Current	June 12 <sup>th</sup> , 2011	March 18 <sup>th</sup> , 2012	March 17 <sup>th</sup> , 2013
3000	\$10.65	\$10.65	\$10.65	\$10.65
3500	\$10.80	\$10.80	\$10.80	\$10.80
4000	\$10.95	\$10.95	\$10.95	\$10.95
4500	\$11.20	\$11.20	\$11.20	\$11.20
5000	\$11.45	\$11.45	\$11.45	\$11.45
5500	\$11.70	\$11.70	\$11.70	\$11.70
6000	\$11.95	\$11.95	\$11.95	\$11.95
6500	\$12.25	\$12.25	\$12.25	\$12.25
7000	\$12.40	\$12.40	\$12.40	\$12.40
7500+	\$12.60	\$13.10	\$13.60	\$14.10

Coffee Bar Server - Post-February 26 <sup>th</sup> , 2008				
Hours	Current	June 12 <sup>th</sup> , 2011	March 18 <sup>th</sup> , 2012	March 17 <sup>th</sup> , 2013
0	\$10.20	\$10.20	\$10.20	\$10.20
160	\$10.35	\$10.35	\$10.35	\$10.35
320	\$10.50	\$10.50	\$10.50	\$10.50
500	\$10.65	\$10.65	\$10.65	\$10.65
1000	\$10.80	\$10.80	\$10.80	\$10.80
1500	\$10.95	\$10.95	\$10.95	\$10.95
2000	\$11.20	\$11.20	\$11.20	\$11.20
2500	\$11.45	\$11.45	\$11.45	\$11.45
3000	\$11.70	\$11.70	\$11.70	\$11.70
3500	\$11.95	\$11.95	\$11.95	\$11.95
4000	\$12.20	\$12.20	\$12.20	\$12.20
4500	\$12.40	\$12.40	\$12.40	\$12.40
5000+	\$12.60	\$13.10	\$13.60	\$14.10

Non-Ticketed Bakers - Post-June 21 <sup>st</sup> , 2003 Employees					
Hours- Pre-February 26 <sup>th</sup> , 2008 Employees	Hours- Post February 26 <sup>th</sup> , 2008 Employees	Current	June 12 <sup>th</sup> , 2011	March 18 <sup>th</sup> , 2012	March 17 <sup>th</sup> , 2013
3000	0	\$12.85	\$12.85	\$12.85	\$12.85
3500	500	\$13.35	\$13.35	\$13.35	\$13.35
4000	1000	\$13.85	\$13.85	\$13.85	\$13.85
4500	1500	\$14.35	\$14.35	\$14.35	\$14.35
5000	2000	\$14.85	\$14.85	\$14.85	\$14.85
5500	2500	\$15.35	\$15.35	\$15.35	\$15.35
6000	3000	\$15.85	\$15.85	\$15.85	\$15.85
6500	3500	\$16.35	\$16.35	\$16.35	\$16.35
7000	4000	\$16.85	\$16.85	\$16.85	\$16.85
7500+	4500+	\$21.06	\$21.86	\$22.66	\$23.46

Non-Ticketed Bakers - Post Ratification			
New	June 12 <sup>th</sup> , 2011	March 18 <sup>th</sup> , 2012	March 17 <sup>th</sup> , 2013
0	\$12.85	\$12.85	\$12.85
1500	\$13.85	\$13.85	\$13.85
3000	\$14.85	\$14.85	\$14.85
4500	\$15.85	\$15.85	\$15.85
6000	\$16.85	\$16.85	\$16.85
7500	\$21.06	\$21.06	\$21.06

Current non-ticketed Bakers would be eligible for any negotiated wage increases and be taken off scale until their hours allow them to go back on scale. Those at top rate would remain off scale.

Journeyman Bakers				
Current Pre-June 21 <sup>st</sup> , 2003 Employees	Current Post-June 21 <sup>st</sup> , 2003 Employees	June 12 <sup>th</sup> , 2011	March 18 <sup>th</sup> , 2012	March 17 <sup>th</sup> , 2013
\$21.31	\$21.30	\$22.11	\$22.91	\$23.71

Bakery Apprentice	
First Year	65% of Journeyman Rate
Second Year	75% of Journeyman Rate
Third Year	85% of Journeyman Rate
Fourth Year	Same rate as Journeyman Baker

Cake Decorators – Pre-June 21 <sup>st</sup> , 2003 Employees					
Hours		Current	June 12 <sup>th</sup> , 2011	March 18 <sup>th</sup> , 2012	March 17 <sup>th</sup> , 2013
0	500	\$8.65	\$8.65	\$8.65	\$8.65
501	1000	\$8.92	\$8.92	\$8.92	\$8.92
1001	1500	\$9.18	\$9.18	\$9.18	\$9.18
1501	2000	\$9.45	\$9.45	\$9.45	\$9.45
2001	2500	\$9.72	\$9.72	\$9.72	\$9.72
2501	3000	\$10.18	\$10.18	\$10.18	\$10.18
3001	3500	\$10.65	\$10.65	\$10.65	\$10.65
3501	4000	\$11.12	\$11.12	\$11.12	\$11.12
4001	4500	\$11.58	\$11.58	\$11.58	\$11.58
4501	5000	\$12.05	\$12.05	\$12.05	\$12.05
5001	5500	\$12.52	\$12.52	\$12.52	\$12.52
5501	6000	\$12.98	\$12.98	\$12.98	\$12.98
6001	6500	\$13.45	\$13.45	\$13.45	\$13.45
6501	7000	\$13.92	\$13.92	\$13.92	\$13.92
7001	7500	\$14.38	\$14.38	\$14.38	\$14.38
7501	8000	\$16.10	\$16.10	\$16.10	\$16.10
8001	8500	\$16.44	\$16.44	\$16.44	\$16.44
8501	9000	\$16.78	\$16.78	\$16.78	\$16.78
9001	9500	\$17.12	\$17.12	\$17.12	\$17.12
9501	10000	\$17.46	\$17.46	\$17.46	\$17.46
	10000+	\$20.09	\$20.89	\$21.69	\$22.49

Cake Decorators – Post June 21 <sup>st</sup> , 2003 Employees					
Hours – Pre February 26 <sup>th</sup> , 2008 Employees	Hours – Post February 26 <sup>th</sup> , 2008 Employees				
		Current	June 12 <sup>th</sup> , 2011	March 18 <sup>th</sup> , 2012	March 17 <sup>th</sup> , 2013
3000	0	\$11.15	\$11.15	\$11.15	\$11.15
3500	500	\$11.62	\$11.62	\$11.62	\$11.62
4000	1000	\$12.08	\$12.08	\$12.08	\$12.08
4500	1500	\$12.55	\$12.55	\$12.55	\$12.55
5000	2000	\$13.02	\$13.02	\$13.02	\$13.02
5500	2500	\$13.48	\$13.48	\$13.48	\$13.48
6000	3000	\$13.95	\$13.95	\$13.95	\$13.95
6500	3500	\$14.42	\$14.42	\$14.42	\$14.42
7000	4000	\$14.88	\$14.88	\$14.88	\$14.88
7500+	4500	\$19.30	\$20.10	\$20.90	\$21.70

Bakery Production Assistants - Pre-February 26 <sup>th</sup> , 2008				
Hours	Current	June 12 <sup>th</sup> , 2011	March 18 <sup>th</sup> , 2012	March 17 <sup>th</sup> , 2013
4500	\$10.35	\$10.35	\$10.35	\$10.35
5000	\$10.68	\$10.68	\$10.68	\$10.68
5500	\$11.01	\$11.01	\$11.01	\$11.01
6000	\$11.35	\$11.35	\$11.35	\$11.35
6500	\$11.68	\$11.68	\$11.68	\$11.68
7000	\$12.01	\$12.01	\$12.01	\$12.01
7500	\$13.20	\$13.20	\$13.20	\$13.20
8000	\$13.47	\$13.47	\$13.47	\$13.47
8500	\$13.74	\$13.74	\$13.74	\$13.74
9000	\$14.01	\$14.01	\$14.01	\$14.01
9500	\$14.28	\$14.28	\$14.28	\$14.28
10000+	\$15.20	\$15.70	\$16.20	\$16.70

Bakery Production Assistants – Post February 26 <sup>th</sup> , 2008				
Hours	Current	June 12 <sup>th</sup> , 2011	March 18 <sup>th</sup> , 2012	March 17 <sup>th</sup> , 2013
0	\$10.35	\$10.35	\$10.35	\$10.35
160	\$10.55	\$10.55	\$10.55	\$10.55
320	\$10.75	\$10.75	\$10.75	\$10.75
500	\$10.95	\$10.95	\$10.95	\$10.95
1000	\$11.05	\$11.05	\$11.05	\$11.05
1500	\$11.25	\$11.25	\$11.25	\$11.25
2000	\$11.50	\$11.50	\$11.50	\$11.50
2500	\$11.75	\$11.75	\$11.75	\$11.75
3000	\$12.00	\$12.00	\$12.00	\$12.00
3500	\$12.25	\$12.25	\$12.25	\$12.25
4000+	\$12.50	\$13.00	\$13.50	\$14.00

Pre-June 21<sup>st</sup>, 2003 Rates and Scales  
For Employees in Fort McMurray

General Clerk/Customer Service – Pre-June 21 <sup>st</sup> , 2003					
Hours		Current	June 12 <sup>th</sup> , 2011	March 18 <sup>th</sup> , 2012	March 17 <sup>th</sup> , 2013
0	500	\$8.65	\$8.65	\$8.65	\$8.65
501	1000	\$8.92	\$8.92	\$8.92	\$8.92
1001	1500	\$9.18	\$9.18	\$9.18	\$9.18
1501	2000	\$9.45	\$9.45	\$9.45	\$9.45
2001	2500	\$9.72	\$9.72	\$9.72	\$9.72
2501	3000	\$10.18	\$10.18	\$10.18	\$10.18
3001	3500	\$10.65	\$10.65	\$10.65	\$10.65
3501	4000	\$11.12	\$11.12	\$11.12	\$11.12
4001	4500	\$11.58	\$11.58	\$11.58	\$11.58
4501	5000	\$12.05	\$12.05	\$12.05	\$12.05
5001	5500	\$12.52	\$12.52	\$12.52	\$12.52
5501	6000	\$12.98	\$12.98	\$12.98	\$12.98
6001	6500	\$13.45	\$13.45	\$13.45	\$13.45
6501	7000	\$13.92	\$13.92	\$13.92	\$13.92
7001	7500	\$14.38	\$14.38	\$14.38	\$14.38
7501	8000	\$16.10	\$16.10	\$16.10	\$16.10
8001	8500	\$16.62	\$16.62	\$16.62	\$16.62
8501	9000	\$17.14	\$17.14	\$17.14	\$17.14
9001	9500	\$17.66	\$17.66	\$17.66	\$17.66
9501	10000	\$18.18	\$18.18	\$18.18	\$18.18
	10000+	\$20.98	\$21.78	\$22.58	\$23.38

Head Cashier – Pre-June 21 <sup>st</sup> , 2003			
Current	June 12 <sup>th</sup> , 2011	March 18 <sup>th</sup> , 2012	March 17 <sup>th</sup> , 2013
\$21.98	\$22.78	\$23.58	\$24.38

Clerk-Cashier/Bakery Sales – Pre-June 21 <sup>st</sup> , 2003					
Hours		Current	June 12 <sup>th</sup> , 2011	March 18 <sup>th</sup> , 2012	March 17 <sup>th</sup> , 2013
0	500	\$8.65	\$8.65	\$8.65	\$8.65
501	1000	\$8.92	\$8.92	\$8.92	\$8.92
1001	1500	\$9.18	\$9.18	\$9.18	\$9.18
1501	2000	\$9.45	\$9.45	\$9.45	\$9.45
2001	2500	\$9.72	\$9.72	\$9.72	\$9.72
2501	3000	\$10.18	\$10.18	\$10.18	\$10.18
3001	3500	\$10.65	\$10.65	\$10.65	\$10.65
3501	4000	\$11.12	\$11.12	\$11.12	\$11.12
4001	4500	\$11.58	\$11.58	\$11.58	\$11.58
4501	5000	\$12.05	\$12.05	\$12.05	\$12.05
5001	5500	\$12.52	\$12.52	\$12.52	\$12.52
5501	6000	\$12.98	\$12.98	\$12.98	\$12.98
6001	6500	\$13.45	\$13.45	\$13.45	\$13.45
6501	7000	\$13.92	\$13.92	\$13.92	\$13.92
7001	7500	\$14.38	\$14.38	\$14.38	\$14.38
7501	8000	\$16.10	\$16.10	\$16.10	\$16.10
8001	8500	\$16.45	\$16.45	\$16.45	\$16.45
8501	9000	\$16.80	\$16.80	\$16.80	\$16.80
9001	9500	\$17.15	\$17.15	\$17.15	\$17.15
9501	10000	\$17.50	\$17.50	\$17.50	\$17.50
	10000+	\$20.15	\$20.95	\$21.75	\$22.55

Cake Decorators – Pre-June 21 <sup>st</sup> , 2003					
Hours		Current	June 12 <sup>th</sup> , 2011	March 18 <sup>th</sup> , 2012	March 17 <sup>th</sup> , 2013
0	500	\$8.65	\$8.65	\$8.65	\$8.65
501	1000	\$8.92	\$8.92	\$8.92	\$8.92
1001	1500	\$9.18	\$9.18	\$9.18	\$9.18
1501	2000	\$9.45	\$9.45	\$9.45	\$9.45
2001	2500	\$9.72	\$9.72	\$9.72	\$9.72
2501	3000	\$10.18	\$10.18	\$10.18	\$10.18
3001	3500	\$10.65	\$10.65	\$10.65	\$10.65
3501	4000	\$11.12	\$11.12	\$11.12	\$11.12
4001	4500	\$11.58	\$11.58	\$11.58	\$11.58
4501	5000	\$12.05	\$12.05	\$12.05	\$12.05
5001	5500	\$12.52	\$12.52	\$12.52	\$12.52
5501	6000	\$12.98	\$12.98	\$12.98	\$12.98
6001	6500	\$13.45	\$13.45	\$13.45	\$13.45
6501	7000	\$13.92	\$13.92	\$13.92	\$13.92
7001	7500	\$14.38	\$14.38	\$14.38	\$14.38
7501	8000	\$16.10	\$16.10	\$16.10	\$16.10
8001	8500	\$16.46	\$16.46	\$16.46	\$16.46
8501	9000	\$16.82	\$16.82	\$16.82	\$16.82
9001	9500	\$17.18	\$17.18	\$17.18	\$17.18
9501	10000	\$17.54	\$17.54	\$17.54	\$17.54
	10000+	\$20.18	\$20.98	\$21.78	\$22.58

Journeyman Bakers – Pre-June 21 <sup>st</sup> , 2003					
Hours		Current	June 12 <sup>th</sup> , 2011	March 18 <sup>th</sup> , 2012	March 17 <sup>th</sup> , 2013
0	500	\$10.15	\$10.15	\$10.15	\$10.15
501	1000	\$10.45	\$10.45	\$10.45	\$10.45
1001	1500	\$10.75	\$10.75	\$10.75	\$10.75
1501	2000	\$11.05	\$11.05	\$11.05	\$11.05
2001	2500	\$11.35	\$11.35	\$11.35	\$11.35
2501	3000	\$11.85	\$11.85	\$11.85	\$11.85
3001	3500	\$12.35	\$12.35	\$12.35	\$12.35
3501	4000	\$12.85	\$12.85	\$12.85	\$12.85
4001	4500	\$13.35	\$13.35	\$13.35	\$13.35
4501	5000	\$13.85	\$13.85	\$13.85	\$13.85
5001	5500	\$14.35	\$14.35	\$14.35	\$14.35
5501	6000	\$14.85	\$14.85	\$14.85	\$14.85
6001	6500	\$15.35	\$15.35	\$15.35	\$15.35
6501	7000	\$15.85	\$15.85	\$15.85	\$15.85
7001	7500	\$16.35	\$16.35	\$16.35	\$16.35
7501	8000	\$18.10	\$18.10	\$18.10	\$18.10
8001	8500	\$18.30	\$18.30	\$18.30	\$18.30
8501	9000	\$18.50	\$18.50	\$18.50	\$18.50
9001	9500	\$18.70	\$18.70	\$18.70	\$18.70
9501	10000	\$18.90	\$18.90	\$18.90	\$18.90
	10000+	\$21.40	\$22.20	\$23.00	\$23.80

	Current	Adjustment	June 12 <sup>th</sup> , 2011	March 18 <sup>th</sup> , 2012	March 17 <sup>th</sup> , 2013
1st Assistant Manager	\$25.85		\$26.65	\$27.45	\$28.25
2nd Assistant Manager	\$24.85		\$25.65	\$26.45	\$27.25
Produce Manager	\$22.85	\$0.47	\$24.12	\$24.92	\$25.72
Coffee Bar Operator	\$14.50	\$1.00	\$16.30	\$17.10	\$17.90
Bakery Manager	\$23.32		\$24.12	\$24.92	\$25.72
Meat Manager	\$24.92		\$25.72	\$26.52	\$27.32
Deli Manager	\$23.15	\$0.17	\$24.12	\$24.92	\$25.72
Fish Dept Manager	\$21.40		\$22.20	\$23.00	\$23.80
Chinese Kitchen Manager	\$20.90	\$0.50	\$22.20	\$23.00	\$23.80
Management Trainee	\$20.89		\$21.69	\$22.49	\$23.29
Assistant Produce Manager	\$20.89	\$0.50	\$22.19	\$22.99	\$23.79
Assistant Bakery Manager (Journeyman)	\$21.81		\$22.61	\$23.41	\$24.21
Assistant Bakery Manager (Non-Journeyman)	\$21.56		\$22.36	\$23.16	\$23.96
Assistant Meat Manager	\$24.20		\$25.00	\$25.80	\$26.60
Assistant Deli Manager	\$20.30		\$21.10	\$21.90	\$22.70
Head Cashier	\$21.89		\$22.69	\$23.49	\$24.29
Head File Maintenance	\$20.89		\$21.69	\$22.49	\$23.29
Floral Operator	\$20.80		\$21.60	\$22.40	\$23.20
Variety Operator	\$21.05		\$21.85	\$22.65	\$23.45
Non-Retail Pharmacy Assistant Supervisor	\$21.25		\$22.05	\$22.85	\$23.65

Post Ratification June 21 <sup>st</sup> , 2003					
	Current	Adjustment	June 12th, 2011	March 18th, 2012	March 17th, 2013
Management Trainee	\$19.30		\$20.10	\$20.90	\$21.70
Assistant Produce Manager	\$19.30	\$0.50	\$20.60	\$21.40	\$22.20
Head Cashier	\$20.30		\$21.10	\$21.90	\$22.70
Head File Maintenance	\$19.30		\$20.10	\$20.90	\$21.70

## Appendix "B" – Bakery

### Bakery:

In addition to those **Articles** listed in the body of the Agreement, the following shall apply specifically to the Bakery section:

As an exception to the above, only employees actively employed at April 26<sup>th</sup>, 2016 shall continue to receive all premiums as set out below.

#### 1. Rates for Relief Work

Employees temporarily relieving a Bakery Manager shall receive the minimum rate established by the Employer for such position for all time so employed.

#### 2. Shift Work

(a) Notwithstanding the Employer's right to schedule employees employed in their in-store bakeries, the Employer agrees to maintain rotating bi-weekly schedules that ensure the shift work is shared in a manner that provides for all personnel, except Bakery Managers, to work the required shifts.

(b) Where practical, the Employer will endeavour to maintain regular starting times for first employees on shift. However, it is understood that the necessity of having sufficient product on the shelves for sale to the consumer shall be the sole determining factor relative to the foregoing.

No bakery employee will be compelled to work alone on Employer premises, except in cases of emergency.

- (c) The present practice of the five (5) minute change time at the end of shift shall be continued.
- (d) All hours worked by a Bakery Production employee between 10:00 p.m. and 7:00 a.m. shall be considered as shift work and paid for at the applicable straight time or overtime rate plus two (\$2.00) dollars per hour shift premium for each full hour worked during this period.

In addition to the foregoing, any Bakery Production employee whose shift commences after 10:00 p.m. or on or before 5:00 a.m. shall be paid the shift premium for each full hour worked until 8:00 a.m. The foregoing premium will apply to all bakery employees in shipping stores.

### 3. Full-Time Position Filling

Notwithstanding the seniority provisions outlined in Article 11 of the Collective Agreement, Journeyman and third (3<sup>rd</sup>) year Apprentice Bakers will be given first consideration for full-time positions.

If a third (3<sup>rd</sup>) year Apprentice receives full-time by this article and does not complete the Journeyman certificate within the guidelines of the Apprenticeship Board, they shall be reduced to part-time and placed on the appropriate non-ticketed pay scale.

### 4. Bakery Production Assistant Clerks

Bakery Production Assistant Clerks shall only be scheduled to work when a Bakery Manager, Assistant Bakery Manager, Journeyman Baker, 3<sup>rd</sup> year Apprentice, or top rate non-ticketed baker are working unless the Production Assistant Clerk is only

performing clean-up duties or duties in the Bakery Department associated with the Tim Horton's operation.

5. Movement between the Apprentice and Baker Classification

A pre-ratification (June 10<sup>th</sup>, 2011) employee who is currently an Apprentice who wishes to discontinue with the Apprenticeship program will be moved to the non-ticketed Baker scale. They will retain their current rate of pay as an Apprentice and be placed off scale for 1500 hours. After completion of the 1500 hours, they will move to the next highest rate on the scale.

An employee, who is from another classification and begins the Apprenticeship program, will be placed at the first (1<sup>st</sup>) year Apprentice rate once they register for the program. It is understood that this could mean a reduction in their rate of pay.

6. Description of Duties (Bakery Classifications)

The duties of Cake Decorator and Bakery Production Assistant Clerks are generally accepted as follows:

(a) Cake Decorator

Generally, this position requires considerably more skill than straight, simple icing, which means additional training is required. This can be accomplished through special on-the-job training or outside vocational training. Such training will prepare employees to ice, finish and decorate fancy specialty bakery products such as birthday cakes, fresh pastry, wedding cakes, cup cakes, or other similar products. It is understood that the foregoing represents the main functions of the cake decorator, but are not necessarily restricted to same.

(b) Bakery Production Assistant Clerk

Fry/Ice/Rack Donuts.

Clean up (including donut fryer).

Preparing of pans such as cleaning, greasing, and icing.

Pan fresh and frozen sweet goods for the next day's production.

Handling racks and trays.

Put away orders (excluding check off of invoices).

Unload French bread from the oven for late afternoon fresh program.

Unwrap cakes, sweet goods, and all dessert items.

Pan, proof, bake, decorate all products for Tim Horton's.

Operate the Tim Horton's equipment only (not the normal commercial bakery equipment except where specified above).

Preparing and panning frozen dough items for bake off.

Make garlic bread and cheese bread.

Any Bakery Production Assistant Clerk who is instructed by **Management** or the person in charge to perform duties other than those listed above for fifteen (15) minutes or more in a shift, shall be paid the top rate of the Pre-2003 General Clerk classification for the complete shift.

7. Apparel

The Employer agrees to supply, at no cost to the employees, masks for those employees working in the Bakery Departments who wish to wear them.

The Employer agrees to continue the present practice in respect to supplying whites.

The Employer will supply hairnets to employees who are required to wear such items.

In-store Bakers will be allowed to wear steel-toed safety footwear that meets the Employer's approval.

8. Bakery Sanitation

- (a) Bakery premises shall be kept clean and sanitary throughout, by all employees.

Employees shall keep their persons in a clean and sanitary manner. All employees shall at all times leave benches, machinery, and floors around benches clean and, except in cases of necessity for repairs, in good condition for the immediate resumption of work for the next shift.

- (b) The Employer shall provide and maintain for convenience of employees, toilets, washrooms, and lockers.
- (c) The use of tobacco in any form or the consuming of bottled drinks in any part of the bakery is prohibited.

## Appendix "C" – Benefits

		SOF POST April 2016 (and those not yet qualified for benefits)	SOF PRE April 2016 (already qualified for benefits)
Dental 20 hours/week	Eligibility	20 hours/week	20 hours/week
	Dependent children	21	21
	Basic	80%	90%
	Major	50%	90%
	Annual max	Basic \$1500, Major \$1500	
	Ortho	50% (\$2000 lifetime max)	75%; \$2500 max lifetime, (\$3000 max dependent children)
Eligibility:		6 months or 500 hours, and 32 hours/week over 13 weeks	32 hours/week over 13 weeks
EHB	Drugs	80%	80%
	Paramedicals	\$300/year (including chiro, physio, massage, accupuncture, podiatrist)	\$700/year full-time for all services combined - \$550/year part-time (including chiro, physio, massage, accupuncture, podiatrist)
	Reimbursement	80%	100% (certain limitations and exclusions)
	Vision	\$250/2 years (every year for children under 14)	\$300/2 years (every year for children under 14)
	Eye exams	no	no
	Hearing aids	\$350/4 years	\$350/4 yrs
Life		\$25,000	\$25,000
AD&D		\$25,000	Optional
STD		66.7% up to EI max (EE Pd)	70%
LTD		50% up to \$1400 (EE Pd)	50% up to \$1400/mth

## Letters of Understanding

Between: ***Pattison Food Group Ltd.*** (the “Employer”)

And: United Food and Commercial Workers Canada Union,  
Local No. 401 (the “Union”)

### 1. Illness During Vacation

Should an employee become ill or hospitalized during their annual scheduled vacation, ***they*** shall be allowed to reschedule the days that they were ill/hospitalized. An employee who wishes to reschedule days they were ill or hospitalized, pursuant to the foregoing understanding, must substantiate ***their*** illness or stay in hospital through the presentation of a Medical Certificate.

For the purpose of this section only, "illness" and "hospitalization" shall be those which are the standards for the payment of Weekly Indemnity, i.e. first (1<sup>st</sup>) day of hospitalization and fourth (4<sup>th</sup>) day disabled due to illness.

Only upon acceptance of the claim by the insurance carrier will an employee be allowed to reschedule the days they were ill or hospitalized.

Days of rescheduled vacation shall be taken at a time that is mutually agreed between the employee and the Store Manager.

Consistent with Article 8.3 of the Agreement, those employees who are found abusing this provision shall be disciplined by the Employer. In such cases the Employer may discontinue or reduce the benefit of the employee or terminate the services of the employee.

This Letter of Understanding will expire on the expiry date of the Collective Agreement.

2. Fort McMurray

Only employees actively employed at April 26<sup>th</sup>, 2016 shall continue to receive the following premium as set out below.

Equalization Allowance

The Equalization Allowance shall be paid to employees, after completion of three (3) calendar months of service. This allowance will apply to hours worked or paid, including overtime, vacation, general holidays, and also while on sick leave, as follows:

- (a) Effective March 02, 1981 the allowance shall be
  - (i) Other than major wage earner – thirty-seven (\$0.37) cents per hour;
  - (ii) Major wage earner – seventy-four (\$0.74) cents per hour.

Definition

"Major wage earner" shall be one who is the major wage earner in ***their*** family and has so notified the ***Employer***, in writing, in a notarized statement or a submitted T-4 tax form.

### Equalization Allowances - Fort McMurray

Only those employees previously receiving this allowance in Fort McMurray shall continue to do so. Employees hired after February 1<sup>st</sup>, 1985, shall not be eligible to receive this allowance. Notwithstanding the foregoing, should the Employer transfer an employee from another Agreement area to either Fort McMurray, such employee will be eligible for the equalization allowance.

- (b) Effective June 12<sup>th</sup>, 2011 all employees in Fort McMurray will receive an additional one dollar and fifty cents (\$1.50) per hour above the rate in Appendix "A".

### 3. C.C.W.I.P.P. Stabilization Fund – Alberta Retail Stores

The **Employer** and the Union agree as follows:

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

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

cents required in Article 9 and the thirty-five (\$0.35) cents required in this Letter of Understanding).

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

4. Registered Pharmacy Technician

Should the **Employer** introduce a Registered Pharmacy Technician classification, the **Employer** and the Union agree that it will be included in the bargaining unit and Article 5.2 of the Collective Agreement will apply.

5. Unrestricted Part-Time Employee Scheduling

Notwithstanding anything to the contrary in (Article 5.8 Meat & Deli) Article 12 (Retail) of the Collective Agreement, the parties agree to the following on a trial basis for the life of the Collective Agreement.

- (a) Unrestricted part-time employees with ten (10) or more years of seniority will be allowed to indicate a preference for the total amount of weekly hours which may result in the employee receiving less hours than **their** seniority entitles **them** to.
- (b) These preferences must be submitted in accordance with the availability form as outlined in Article 5.8 (4) and will be honoured at the Employer's discretion based on the operational requirements of the store.

6. Pension Plan

Canadian Commercial Workers Industry Pension Plan (CCWIPP) National Agreement.

Employees hired prior to ratification 2016 shall continue to participate in and contribute to the Canadian Commercial Workers' Industry Pension Plan.

There is a new CCWIPP National Agreement that includes increased Employer contributions and Plan Member contributions.

This new national agreement is subject to Provincial Regulatory approval. This Letter of Understanding confirms that, once an Agreement is reached between the Trustees, the terms and conditions of the new CCWIPP National Agreement will be communicated to the parties and form part of this Agreement.

## 7. Voluntary Severance

From time to time the Employer may decide to offer a voluntary severance payment to employees in certain classifications.

The decision to offer or not offer such a payment, the maximum number of employees it will be offered to, the minimum number of employees required to accept it, and the amount of such payment, are at the sole discretion of the Employer and any offer made will be on a without prejudice basis. The Employer reserves the right to withdraw the offer if the designated minimum number of employees do not accept it.

If the Employer does determine that an offer is to be made, the full details of the offer will be provided to the eligible employees with a copy provided to the Union. It is understood that employees will be given a reasonable period of time to consider the offer and to seek advice on it as they deem appropriate.

Acceptance of the offer is strictly voluntary and employees accepting it will be required to terminate their employment.

It is understood that hours of work that become available as a result of this offer will flow to other employees in accordance with the terms and conditions of the **Collective Agreement**.

8. New Excluded Positions

Assistant Store Manager(s), Bakery Manager, Grocery Manager, Produce Manager.

1. Employees holding any of the above bargaining unit managerial positions at April 26<sup>th</sup>, 2016 shall make a decision within ninety (90) days as to whether they move to the new Excluded Manager status or whether they wish to remain in scope.
2. Employees making the selection to remain in scope will retain their position in the bargaining unit without loss of seniority.
3. Any employee choosing to remain in the bargaining unit will remain there unless otherwise agreed between the Union and **the Employer**.
4. If any of these employees leave their position their replacement in that position will be moved out of scope consistent with the new structure.
5. It is agreed that current hours will not be reduced as a result of Managers performing bargaining unit work.

9. Regulated Pharmacy Technicians

The Parties agree that the following guidelines will be used regarding the Regulated Pharmacy Technician classification.

1. Regulated Pharmacy Technicians are a separate classification. Employees must be properly licensed in accordance with Provincial regulations to fill this position.
2. The Employer will determine the number of Regulated Pharmacy Technicians, if any, required in the pharmacy and will determine the status of needed position(s).
3. In staffing the classification the Employer will:
  - (a) Offer the vacancy position(s) to internal applicants by way of in-store notice. The successful applicant(s) will be chosen based on Seniority.
  - (b) If there are insufficient internal candidates, vacant Regulated Pharmacy Technician positions will be filled by qualified external candidates. The Employer will determine the initial status of these employees.
4. Internal reclassified Regulated Pharmacy Technicians will be subject to a **sixty** (60) day trial period for:
  - (a) The employee to decide if they want the work, and
  - (b) The Employer to determine if the employee is capable of performing the necessary duties.

5. Regulated Pharmacy Technician duties will be prescribed by the Provincial and other regulatory authorities. If there are any conflicts the Parties agree to meet to resolve.
6. The Employer will continue with the current practice with Pharmacist Interns and Pharmacist Students. Pharmacy Assistant hours will not be impacted by this practice.
7. The Employer will grant internal Pharmacy Assistants a sum in the amount of five hundred (\$500.00) dollars once they have been selected by the Employer and reclassified as Regulated Pharmacy Technicians.

In the event the Employer decides to introduce this position the parties shall meet to determine the wage scale.

10. Viability

In the event issues arise during the term of the Collective Agreement where the Employer becomes concerned about the viability of the store, the Union is fully prepared to meet and discuss any issues concerned with viability for the duration of the **Collective Agreement**.

11. Return to Work

The Employer shall notify and does not object to the Union attending WCB Return to Work meetings. The Union shall take a collaborative approach in finding solutions for the safe return to work of the employee.

## 12. Management and Classification Structure

Excluded:

- Store Manager
- Assistant Store Manager(s)
- Department Manager(s) (Bakery, Produce, Meat, Deli, Grocery, Restaurant\*)
- Pharmacy Manager
- Pharmacist(s)

The Employer shall phase in the new excluded positions to ensure that employees in key personnel positions at ratification 2016 do not have their wages and benefits negatively affected, provided they remain in their current position.

Existing incumbents will remain red-circled in their existing positions and maintain their existing terms of employment (area of responsibility, wages, and benefits). Existing incumbents may elect in writing to opt into an excluded position.

It is not the intent of the Employer to utilize excluded personnel to deny hours to Bargaining Unit employees.

The Union and the Employer will meet in good faith to resolve any issue which arises from the implementation of this clause and will amend this language as is deemed appropriate. Should the parties fail to reach an agreement the matter can be referred to a dispute resolution process.

Union Management:

- Assistant Department Manager(s) (Bakery, Produce, Meat, Deli, Grocery)

All of the above positions shall be fulltime positions.

Classifications:

- Store Clerk
- Restaurant Clerk\*
- Cook\*
- Regulated Pharmacy Technician
- Pharmacy Assistant

Store Clerk Scheduling Groups:

1. Grocery, Dairy, Frozen, Non-Foods (Personal Care, General Merchandise, Books, Health), Produce, Shipping/Receiving, Bulk, Natural Foods, Floral
2. Front End, Cash Office, Pricing (duties include facing)
3. Meat, Seafood
4. Deli
5. Bakery (Front, Back)

Restaurant\*/Coffee Bar:

1. Restaurant Clerk (one **(1)** clerk may be assigned team lead duties in stand-alone Coffee Bar)
2. Cook\*

Pharmacy Scheduling Group:

1. Regulated Pharmacy Technician
2. Pharmacy Assistant

\*Employer has no plans to introduce these departments/classifications at this time. They are inserted

above to demonstrate where they would fall within the store structure should they be introduced in the future.

The parties have agreed to move cautiously when transitioning the store to the new scheduling groups in order to minimize unintended impact on employees. During this transition the parties shall monitor the implementation.

### 13. Restaurant & Coffee Bars

Whereas the UFCW Local 401 represent employees in the Employer's Thickwood Save-On-Foods store located at 131 Signal Road, Fort McMurray, Alberta.

Whereas the Employer shared its view of how a restaurant department would be operated in the event one is opened in this store in the future.

Whereas the parties have agreed to meet prior to the opening of the department to confirm any existing work that will be transferred into the new department that will affect both bargaining units

Whereas the parties have agreed to work jointly to resolve any issues that arise during this process.

The parties have agreed as follows:

1. Any stand-alone coffee bars in the absence of a restaurant shall remain under the jurisdiction of UFCW Local 401;

2. In the event a restaurant is opened, the restaurant department shall fall under the jurisdiction of the UFCW Local **401**;
3. In the event a stand-alone coffee bar is merged with the restaurant department, the parties shall convene discussions to address any issues that may arise.

Agreed this 15<sup>th</sup> day of February, 2017.

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

For the Employer:

---

---

---

---

---

For the Union:

---

---

---

---

---

Employer Committee:

Major Brar  
***Greig Cannard***

Union Committee:

***Charlene Hussyne***  
***Jolene Messer***  
***Joanne Wilson***  
***Clayton Herriot***  
***Chris O'Halloran***

This Agreement was ratified on ***May 6<sup>th</sup>, 2023***