

EMPLOYER PROPOSALS

IN THE MATTER OF A COLLECTIVE AGREEMENT

**BETWEEN: SOBEYS CAPITAL INCORPORATED -
SAFEWAY OPERATIONS: ALBERTA
PROVINCE WIDE AGREEMENTS**

RETAIL;

SOUTHERN MEATS & DELI; AND

NORTHERN MEATS & DELI

**AND: UNITED FOOD COMMERCIAL WORKERS
UNION LOCAL NO. 401**

The following proposals are without prejudice to any past, current or future application or interpretation of the Collective Agreement.

The Employer reserves the right to add to, delete or modify any of the following proposals.

Proposal #1	NEW	(Retail) (Southern Meats) (Northern Meats)
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Discuss the amalgamation of the three CBAs into one CBA.

Proposal #2	Article 1.1 (Retail) Article 1.1 (Southern Meats) Article 2.1 (Northern Meats)
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Bargaining Agency

Proposal (Retail):

Amend to read as follows

1.1 (a) 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 stores owned and/or operated by the Employer in an area within twenty-five (25) miles of the City or Town limits, except those in the meat sections (excluding Lloydminster), Pharmacy Managers, Pharmacists, Pharmacy Interns, Health Care Consultants, Location Managers, and Store Supervisors (as per Letter of Understanding) **First Assistant Managers (as per sub (b) below), Second Assistant Managers (as per sub (b) below, Head Cashier, Bakery Managers, Produce Managers, Meat Managers, Deli Managers, Floral Operator, Registered Pharmacy Technicians (as per sub (c) below), Pharmacy Assistants (as per sub (c) below), Store Administrator, Health and Wellness Counsellor and Registered Dieticians..** Calgary Only: Those employed in in-store bakeries (Production Only).

(b) Any employee appointed to the position of First Assistant Manager or Second Assistant Manager on or after ~~the Sunday following ratification (August 16th, 2020)~~ will be excluded from the provisions of this Agreement.

(c) ~~Any existing employee in any position noted in paragraph (b) above may elect to become excluded from the Collective Agreement within one (1) year from the date of ratification (August 10th, 2020) by presenting a letter to the Employer with a copy to the Union. During a thirteen (13) week trial period the employee may revert to their former bargaining unit position without penalty.~~

(c) **Any employee hired into the position of Registered Pharmacy Technician (RPT) or Pharmacy Assistant (PA) after the Sunday following ratification (Insert Date) will be excluded from the provisions of this Agreement.**

- (d) Any existing employee in any position noted in paragraph (c) above may elect to become excluded from the Collective Agreement within one (1) year from the date of ratification (Insert Date) by presenting a letter to the Employer with a copy to the Union. During a thirteen (13) week trial period the employee may revert to their former bargaining unit position without penalty.
- (e) It is understood that any article in the Agreement that references employees in positions that are or will be excluded applies to only those employees who remain covered by the provisions of this Agreement and not to those employees who are or will become excluded under Article 1.1.
- (f) The Employer will institute a non-binding "Expression of Interest" (EOI) process for opportunities to work in the excluded positions listed above. If no suitable internal candidate is identified for the position, then the Employer will advise of the opportunity and review submitted EOIs prior to hiring externally.

Update the entire agreement to reflect the exclusion of Department Managers.

Proposal (Meats):

Amend to read as follows:

1.1 (a) The Employer recognizes the Union as the sole collective bargaining agent for all Employees, **except Meat Managers and Deli Managers**, in the Meat, Fish and Delicatessen Departments in the retail stores of the Employer located in the area of greater:

Calgary, Banff, Canmore, Lethbridge, Medicine Hat, Taber and Brooks who are engaged in the receiving, cutting, grinding, preparing, processing, sealing, wrapping, bagging, pricing, fabricating, cubing, tenderizing and serving all meat, fish and poultry products whether fresh, frozen, chilled, cooked, cured, smoked or packaged.

Update the entire agreement to reflect the exclusion of Department Managers.

Proposal (Northern Meats):

Amend to read as follows:

2.1 (a) The Employer recognizes the Union as the sole Collective bargaining agent for all employees **except Meat Managers and Deli Managers** in the meat, fish and delicatessen departments in the retail stores of the Employer located in the area of greater:

Edmonton, Wetaskiwin, Fort McMurray, Grande Prairie, Camrose, Red Deer and Hinton

Who are engaged in the receiving, cutting, grinding, preparing, processing, sealing, wrapping, bagging, pricing, fabricating, cubing, tenderizing and serving all meat, fish and poultry products whether fresh, frozen, chilled, cooked, cured, smoked or packaged.

Update the entire agreement to reflect the exclusion of Department Managers.

Proposal #3	Article 1.3 and 1.4 (Southern Meats) Article 2.3 and 2.4 (Northern Meats)
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Bargaining Agency

Proposal (Meats):

Amend to read as follows:

- 1.3 **The Employer** There shall **endeavour to have** be a member of the bargaining unit **or a Meat or Deli Manager** on duty at all times custom meats are for sale in the meat and delicatessen departments, except during rest and meal periods when staff is not available. In the event this provision is violated then all time during which meats are for sale and a member of the bargaining unit **or a Meat or Deli Manager** is not in attendance, will be computed at the journeyman rate of pay and distributed equally amongst the members of the bargaining unit in the store in which the violation occurs. This penalty will not apply in the event that an employee is scheduled to work and fails to report and a replacement is not available, or if through illness or accident an employee on duty is unable to finish their scheduled shift.
- 1.4 Supervisory personnel (**excluding Meat and Deli Managers**) shall be limited to instructional work only, but shall not perform work that is normally done by members of the bargaining unit. **It is understood that there shall be no restriction on the Meat or Deli Manager to perform bargaining unit work.**

Proposal (Northern Meats):

Amend to read as follows:

- 2.3 **The Employer** There shall **endeavor to have** be a member of the bargaining unit **or a Meat or Deli Manager** on duty at all times custom meats are for sale in the Meat and Delicatessen Departments, except during rest and meal periods when staff is not available. In the event this provision is violated then all time during which meats are for sale and a member of the bargaining unit **or a Meat or Deli Manager** is not in attendance, will be computed at the journeyman rate of pay and distributed equally amongst the members of the bargaining unit in the store in which the violation occurs. This penalty will not apply in the event that an employee is scheduled to work and fails to report and a replacement is not available, or if through illness or accident an employee on duty is unable to finish their scheduled shift.

2.4 The Employer agrees not to employ persons having other full-time employment with other employers, except in emergencies when qualified help is not available. Supervisory personnel (**excluding Meat and Deli Managers**) shall be limited to instructional work only, but shall not perform work that is normally done by members of the bargaining unit. **It is understood that there shall be no restriction on the Meat or Deli Manager to perform bargaining unit work.**

Proposal #4	Article 4.1 (d) (Retail) Article 5.4 (Southern Meats)
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**Basic Work Week (Retail)
Additional Compensation (Meats)**

Proposal (Retail):

Amend to read as follows

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

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

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

First Assistant Manager
Second Assistant Manager

Produce Manager

Bakery Manager

Meat Manager

Deli Manager

Management Trainee

Floral Operator

Coffee Bar Operator

Health and Wellness Manager

Fish Department Manager

Chinese Kitchen Manager

Head Cashier

Head File Maintenance

Variety Operator

Non Retail Pharmacy Assistant Supervisor

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

Management Trainee

Assistant Produce Manager
Assistant Bakery Manager
Assistant Meat Manager
Assistant Deli Manager
~~Fish Department Manager~~
~~Chinese Kitchen Manager~~
~~Coffee Bar Operator~~
~~Head Cashier~~
~~Head File Maintenance~~
~~Floral Operator~~
~~Variety Operator~~
~~Non-Retail Pharmacy Assistant Supervisor~~

Each store **may** ~~will~~ have only one of each of these classifications. It is agreed that the employees in an acting capacity are to be included in the limitations.

Employees who were appointed to these classifications after June 10th, 2011 and are demoted or voluntarily step down will be placed in the store and classifications that they were promoted from at the rate corresponding to their career hours. In the case of First Assistant Managers, Second Assistant Managers and Management Trainees, the above will apply to those who were appointed to these classifications after February 26th, 2008.

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

It is understood that the Company may change its management structure and that the Company is under no obligation to designate individuals for any of the above noted positions. Furthermore, any of the above noted positions may be classified as part-time, subject to operational requirements.

Proposal (Southern Meats):

Amend to read as follows:

5.4 Additional Compensation

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

Meat Manager

Assistant Meat Manager
Deli Manager
Assistant Deli Manager
Fish Department Manager
Chinese Kitchen Manager

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

The foregoing positions are full time jobs with the exception of the Chinese Kitchen Manager which may be part time.

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

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

It is understood that the Company may change its management structure and that the Company is under no obligation to designate individuals for any of the above noted positions. Furthermore, any of the above noted positions may be classified as part-time, subject to operational requirements.

Proposal #5	Article 4.2 (Retail) Article 4.2 (a) (b) (Southern Meats) Article 5.7 (Northern Meats)
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Overtime Pay

Proposal (Retail):

Removal of 2X

Amend to read as follows:

- (a) All time worked in excess of the basic work week, as defined in sub-article 4.1 (a) and 4.1(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):

~~(Southern Alberta Only) Any time worked by a part-time employee in excess of five (5) days in a week will be compensated for at time and one half (1 1/2 X) the regular rate. All employees are required to leave the store at the completion of their shift.~~
- (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 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, he/she 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, he/she will be granted an optional half (1/2) hour unpaid meal period in addition to the above mentioned rest period.

(f) ~~(Southern Alberta Only) Full time employees working on their day off shall be compensated at double (2X) their regular hourly rate.~~

Proposal (Southern Meats):

Amend to read as follows:

(a) All time worked in excess of the daily hours, or the basic work week, as defined in Article 4.1 shall be paid at the rate of time and one half (1 1/2 X) the regular rate. ~~all overtime hours worked in excess of two (2) hours in addition to an employee's regular eight (8) hour shift shall be paid for at double (2X) the employee's regular hourly rate of pay. Compensating time off shall not be given in lieu of overtime pay.~~

(b) Part-time employees shall be paid time and one half (1 1/2 X) for all time worked in excess of eight (8) hours in any one (1) day, forty (40) hours during any one (1) week. ~~and for all work performed on the sixth (6th) and seventh (7th) day of the employee's scheduled work week.~~

Proposal (Northern Meats):

Amend to read as follows:

5.7 All time worked in excess of the daily hours, or the basic work week, as defined in Article 5.2 shall be paid at the rate of time and one-half (1 ½) the regular rate. ~~all overtime hours worked in excess of two (2) hours in addition to an employee's regular eight (8) hour shift shall be paid for at double the employee's regular hourly rate of pay. Compensating time off shall not be given in lieu of overtime pay.~~

~~Part-time employees shall be paid time and one-half (1 ½) for all time worked in excess of eight (8) hours in any one (1) day, forty (40) hours during any one (1) week. and for all work performed on the sixth (6th) and seventh (7th) day of the employee's scheduled work week.~~

Overtime shall be by mutual consent and, where practical, shall be offered to the most senior employee(s) on the shift, provided the employee has the ability and qualifications to perform the required overtime work. If the senior employee(s) do not wish to accept the overtime, the Management shall have the right to assign such work to the junior employee who has the necessary ability and qualifications and who are at work at the time.

Proposal #6	Article 4.3 (c)(d) (Retail)
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Proposal:

Amend to read as follows:

(c) Pay for Work on a Holiday

Employees required to work on a holiday shall be compensated at the rate of ~~double (2X)~~ **time and one half (1 ½ X)** their regular hourly rate for each hour worked. The Employer will **endeavour to** schedule all employees (including Assistant Managers, Produce Managers, Bakery Managers, and Head Cashiers) 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.~~

(a) 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 and one half (1 ½ X)** 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.

Proposal #7	Article 4.3 (b)(c) (Southern Meats) Article 6.4 and 6.5 (Northern Meats)
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Proposal (Southern Meats):

Amend to read as follows:

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

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

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

(b) **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) **Time and one half (1 1/2 X) 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:

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

(c) Pay for Work on Holiday

Any employee entitled to General Holidays with pay, if required to work on such a day, shall receive in addition to their regular pay, ~~two (2X)~~ **one and a half (1 1/2X)** times their regular hourly rate for each hour worked on said holiday.

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

Proposal (Northern Meats):

Amend to read as follows:

6.4 Pay for Work on Holiday

Any employee entitled to Statutory Holidays with pay, if required to work on such a day, shall receive in addition to their regular pay, ~~two (2) times time and one half (1 ½ X)~~ their regular hourly rate for each hour worked on said holiday

~~6.5 In a week in which one (1) Statutory Holiday occurs, the work week shall be reduced to four (4) days. In a week in which two (2) Statutory Holidays occur, the work week shall be reduced to three (3) days.~~

6.5 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 6 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) Time and one half (1 ½ X) 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:

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

General Holidays for Part-Time Employees**Amend to read as follows:**

(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:

(i) with the consent of the Employer; or

(ii) 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,

~~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:~~

~~(iii) 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 his/her regular hourly rate for each holiday observed under this Agreement.~~

~~(iv) 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 his/her regular hourly rate for each holiday observed under this Agreement.~~

~~(v) All part time employees who have worked an average less than 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.~~

Proposal #9	Article 4.4 (Southern Meats) Article 6.3 (Northern Meats)
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Proposal (Southern Meats):

Amend to read as follows:

4.4 General Holidays for Part-Time Employees

Part time employees shall receive the following ~~General Holiday pay: the required entitlement under the Employment Standards Code.~~

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

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

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

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

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

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

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

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

Proposal (Northern Meats)

Amend to read as follows:

Article 6.3

~~Part-time employees shall receive the following Statutory Holiday pay: the required entitlement under the Employment Standards Code~~

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

~~20 hours but less than 32 hours — 6 hours pay for each holiday~~

~~32 or more hours — 8 hours pay for each holiday~~

~~All other employees shall be paid for the number of hours they would normally have worked on such a day, or days, if it was not a holiday.~~

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

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

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

~~Where the Employer or the Union are aware that the taking of vacation has reduced the 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.~~

Proposal #10	Article 4.6 (Southern Meats) Article 5.10 (Northern Meats)
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Wages

Proposal:

Amend to read as follows:

Meal Periods

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

~~Work performed over five (5) hours without a meal period shall be paid for at two (2X) times the employee's regular rate of pay. The double (2X) time penalty shall not apply in the case of a part-time employee who works a shift of more than five (5) hours, but less than seven (7) hours who wishes to take the rest period(s) to which he/she is entitled in lieu of an unpaid meal period. Those part-time employees who are scheduled six (6), but less than seven (7) hours may combine their two (2) rest periods at mid-shift in lieu of their unpaid meal period.~~

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

Proposal #11	Article 4.7 (Retail) Article 4.8 (Southern Meats) Article 12.4 (Northern Meats)
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Probationary Period

Proposal (Retail):

Amend to read as follows:

During the first two hundred (200) **three hundred and twenty (320)** hours worked, or an extended period mutually agreed upon by the Company and the Union, 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 Articles 16 and 17 of this Agreement.

Proposal (Southern Meats):

Amend to read as follows:

Each new employee will have a probationary period of ~~two hundred (200)~~ **three hundred and twenty (320)** hours worked. Termination of any employee during the probationary period described above or any extended period mutually agreed upon under Article 5.8, shall not be subject to challenge by the Union or the employee under the terms of this Collective Agreement. The grievance procedure will not be applicable in such terminations.

Proposal (Northern Meats):

Add accidentally deleted article and make revision to probationary hours:

12.4 Each new employee will have a probationary period of three hundred and twenty (320) hours worked. Termination of any employee during the probationary period described above or any extended period mutually agreed upon under Article 7.7, shall not be subject to challenge by the Union or the employee under the terms of this Collective Agreement. The grievance procedure will not be applicable in such terminations.

Rates for Relief Work

Proposal:

Amend to read as follows:

~~(Northern Alberta) 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.~~

~~(Southern Alberta) Employees assigned to relieve Produce Managers, Assistant Managers or Head Cashier for over 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.~~

Proposal:

Amend to read as follows:

Rates for Relief Work

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

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

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

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

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

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

~~When both the Assistant Meat Manager (Assistant Head Meat Cutter) and Meat Manager (Head Meat Cutter) and/or the Assistant Deli Manager and Deli Manager are at work, but for their regular scheduled days off, the~~

~~relief pay for the Assistant Meat Manager (Assistant Head Meat Cutter) and/or Assistant Deli Manager position will be limited to a maximum of two (2) days.~~

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

Proposal #14	Article 5.4 (Retail) Article 5.7 (Southern Meats) Article 7.7 (Northern Meats)
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Amend language in all CBAs to reflect the following:

Any employee who has accepted a buyout under a **any** previous Safeway Collective Agreement will not be eligible for credit for previous Safeway experience if rehired at a later date.

Proposal #15	Article 5.6 (Southern Meats) Article 7.8 (Northern Meats)
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Delete all references to Meat Float and discuss transition to move float staff into the stores

5.12 Second Assistant Manager Relief

Employees **may be** designated to relieve the Second Assistant Manager for a period of one (1) week or more. **In these cases the designated employee shall receive a premium of one (\$1.00) dollar per hour.** ~~the applicable rate established for the Second Assistant Manager classification.~~

~~In stores where there is a Management Trainee, they will be designated to perform this relief. In stores where there is no Management Trainee, the Employer will designate an employee to relieve as Second Assistant Manager.~~

The employee designated as above will be scheduled a forty-three (43) hour basic work week as set out in Article 4.1(c).

Proposal #17	Article 6 (Retail) Article 6 (Southern Meats) Article 14 (Northern Meats)
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Vacations

Proposal (Retail):

Delete all references to seven (7) weeks of vacation and 14%.

Proposal (Meats):

Delete all references to seven (7) weeks of vacation and 14%.

Delete references to the red, white, and blue vacation selection system.

Proposal #18	Article 8 (Retail) Article 8 (Meats) Article 10 and LOU #13 (Northern Meats)
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Health and Welfare Plan (Retail)

Health and Welfare and Sick Leave (Meats)

3) Introduce co-payments of benefits of 35%

Proposal (Retail):

Amend Article 8.1 and 8.7 to read as follows:

8.1 The Employer agrees, during the term of this Collective Agreement, to make available the following benefits to eligible employees regularly working full-time:

- (a) Alberta Health Care, or such other medical plan that will provide similar benefits.
- (b) Group Life Insurance and Weekly Indemnity Benefits - Indemnity payments to be in the amount of seventy (70%) percent of the straight-time weekly wage.
- (c) A supplementary health services plan, which includes prescription coverage of eighty (80%) percent through a drug reimbursement plan.
- (d) A vision care plan to eligible employees which provides reimbursement up to two hundred (\$200.00) dollars per person per twenty-four (24) months, in connection with the purchase, repair of prescription lens and/or frames, with the additional provision that the aforementioned maximum benefit is annual where the claimant is the employee's child under fourteen (14) and there is a change in the prescribed lens. Reimbursement for an eye exam (to a maximum of sixty (\$60.00) dollars) and for corrective lenses will be up to a combined maximum of two hundred (\$200.00) dollars (with no deductible) in a twenty-four (24) month period.
- (e) Hearing Aids - The Employer will provide a Hearing Aid Plan for employees already receiving the Group Insurance Package and their dependents. The benefit will be three hundred fifty (\$350.00) dollars every four (4) years.

The Employer agrees to pay ~~one hundred (100%)~~ **sixty-five (65%)** percent of the cost of the benefits for **eligible full time employees**.

8.7 Long Term Disability Insurance Plan

The Employer shall bear **sixty-five (65%) percent** of the cost of a Long Term Disability Plan (L.T.D.) for those employees regularly working full-time.

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

Benefits are payable to the earliest attainment of age sixty-five (65), death, recovery or attainment of that age at which the employee may retire on an unreduced pension or the equivalent of an unreduced pension through a supplemental payment available from any private pension plan to which the Employer contributes.

The total disability income is equal to fifty (50%) percent of base weekly earnings at the date of disability, up to a maximum of one thousand (\$1,000.00) dollars per month. All disabilities occurring July 1st, 1997, or later, the maximum monthly Long Term Disability benefit will be increased to twelve hundred (\$1,200.00) dollars per month. For all disabilities occurring on or after April 1st, 1998, the amount will be increased to fourteen hundred (\$1,400.00) dollars per month. For all disabilities occurring on or after March 16th, 2008, the amount will be increased to eighteen hundred (\$1,800.00) dollars per month. For all disabilities occurring on or after June 10th, 2011, the amount will be increased to two thousand (\$2,000.00) dollars per month.

The total disability income is inclusive of any disability payments, including lump sum payments from Government sponsored plans. Government sponsored plans include Workers' Compensation, Canada Pension Plan, Quebec Pension Plan, or any other group disability plan or income replacement program, the cost of which the Employer is or may be required to contribute by law or Collective Agreement. The amount of any payment received from the Canada Pension Plan or the Quebec Pension Plan is to be frozen at the commencement of disability so that subsequent increases in CPP/QPP will not further reduce benefit payments under the Long Term Disability Income Plan.

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

Proposal (Meats):

8.1 The Employer agrees during the term of this Collective Agreement to make available the following benefits or similar benefits as mutually agreed upon between the Union and the Employer to eligible employees regularly working full-time:

- (a) A.H.C.I. or such other medical plan that will provide similar benefits.
- (b) Group Life Insurance and Weekly Indemnity benefits. Weekly Indemnity payments to be in the amount of seventy (70%) percent of the straight-time weekly wage.
- (c) Effective November 1st, 1984, the Employer will provide a supplementary health service plan, which includes prescription coverage of eighty (80%) percent through a drug reimbursement plan.
- (d) A vision care plan to eligible employees which provides reimbursement up to two hundred (\$200.00) dollars per person per twenty-four (24) months, in connection with the purchase, repair of prescription lens and/or frames, with the additional provision that the aforementioned maximum benefit is annual where the claimant is the employee's child under fourteen (14) and there is a change in the prescribed lens. Reimbursement for an eye exam (to a maximum of sixty (\$60.00) dollars) and for corrective lenses will be up to a combined maximum of two hundred (\$200.00) dollars (with no deductible) in a twenty-four (24) month period.

(e) Hearing Aids

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

- (f) The Employer shall pay ~~one hundred (100%)~~ **sixty-five (65%)** percent of the cost of the above listed benefits **for eligible full time employees.**

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

- (g) Additional Understanding

The Employer will supply the Union with copies of Group Insurance, Weekly Indemnity, Supplementary Health (including prescription drugs), and Vision Care Plans.

8.11 Long Term Disability

The Employer shall bear **sixty-five (65%) percent** of the cost of a long term disability plan (LTD) for those employees regularly working full time.

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

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

The total disability income is equal to fifty (50%) percent of base weekly earnings at the date of disability up to a maximum of one thousand four hundred (\$1,400.00) dollars per month. For all disabilities occurring on or after March 16th, 2008, the amount will be increased to one thousand eight hundred (\$1,800.00) dollars per month. For all disabilities occurring on or after June 10th, 2011, the amount will be increased to two thousand (\$2,000.00) dollars per month. The total disability income is inclusive of any disability payments, including lump sum payments, from government sponsored plans. Government sponsored plans include Workers' Compensation, Canada Pension Plan (CPP), Quebec Pension Plan (QPP), or any other group disability plan or income replacement program, the cost of which the Employer is or may be required to contribute by law or Collective Agreement. The amount of any payment received from the CPP or the QPP are to be frozen at the commencement of disability so that subsequent increases in CPP/QPP will not further reduce benefit payments under the Long Term Disability Income Plan.

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

Proposal (Northern Meats):

10.1 The Employer agrees during the term of this Collective Agreement to make available the following benefits or similar benefits as mutually agreed upon between the Union and the Employer to eligible employees regularly working full-time.

- 1]** A.H.C.I. or such other medical plan that will provide similar benefits.
- 2]** Group Life Insurance and Weekly Indemnity benefits.

- 3] Effective November 1, 1984, the Company will provide a supplementary health service plan, which includes prescription coverage of 80% through a drug reimbursement plan.
- 4] Effective June 12, 2011, the Employer agrees to provide a Vision Care Plan to eligible employees which provides reimbursement up to two hundred (\$200.00) dollars per person per twenty-four months, in connection with the purchase of prescription lens and/or frames, with the additional provision that the aforementioned maximum benefit is annual where the claimant is the employee's child under 14 and there is a change in the prescribed lens. Reimbursement for an eye exam (to a maximum of sixty (\$60.00) dollars and for corrective lenses will be to a combined maximum of two (\$200.00) dollars in a twenty-four (24) month period.

5] Hearing Aids

Effective January 1, 1996, the Employer will provide a Hearing Aid plan for employees already receiving the Group Insurance Package and their dependents. The benefit will be \$350.00 every four (4) years.

The Employer shall pay ~~one hundred percent (100%)~~ **sixty-five (65%)** of the cost of the above listed benefits **for eligible full time employees.**

Weekly Indemnity payments to be in the amount of seventy percent (70%) of the straight-time weekly wage.

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

Additional Understanding:

The Company will supply the Union with copies of Group Insurance, Weekly Indemnity, Supplementary Health (including prescription drugs), and Vision Care Plans.

10.12 Long Term Disability

Effective January 4th 1982, the Company shall implement a Long Term Disability Plan for those employees regularly working full-time. **Sixty-five (65%)** of the cost of the plan shall be borne by the Company.

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

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

The total disability income is equal to fifty percent (50%) of base weekly earnings at the date of disability up to a maximum of fourteen hundred dollars (\$1,400.00) per month. The total disability income is inclusive of any disability payments, including lump sum payments, from government sponsored plans. Government sponsored plans include Workers' Compensation, Canada Pension Plan, Quebec Pension Plan, or any other group disability plan or income replacement program, the cost of which the Employer is or may be required to contribute by law or Collective Agreement. The amount of any payment received from the CPP or the QPP are to be frozen at the commencement of disability so that subsequent increases in CPP/QPP will not further reduce benefit payments under the Long Term Disability Income Plan.

Effective March 16, 2008, the maximum monthly L.T.D. benefit will be increased to \$1800 for disabilities occurring on or after that date.

Effective June 12, 2011, the maximum monthly L.T.D. benefit will be increased to \$2000.00 for disabilities occurring on or after that date.

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

Proposal #19	Article 8.2 (i) (Retail) Article 8.16 (Southern Meats) Article 10.15 (Northern Meats)
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(i) Part-Time Health and Welfare Trust

The Employer agrees to have a Health and Welfare Trust Fund for all part-time employees who do not qualify for the existing Employer Group Insurance benefits. The Employer shall make contributions to the fund as follows:

- i. Maintained at the current level twenty-five (\$0.25) cents for the first (1st) contract year (**August 2025 – August 2026**);
- ii. Effective **(insert date)**, a temporary adjustment for the following years **(insert dates of years)** of the contract to ten (\$0.10) cents.
- iii. Effective the last year of the contract (**August X**), returned to twenty-five (\$0.25) cents for the final year of the contract, **where the Company will pay twenty (\$0.20) cents and Employees will contribute five (\$0.05) cents**.

These temporary adjustments are subject to the trust fund being able to maintain the pre-ratification level of benefits and in the event that this is not possible, the contribution levels shall revert to twenty-five (\$0.25) cents. The Trustees retain discretion to improve benefit levels.

Contributions are for all part-time hours worked and paid in the bargaining unit for the same hours that are paid for each hour that the Employer pays dental contributions as per Article 8.10. The Employer shall appoint two (2) trustees and the Union shall appoint two (2) trustees. A Plan Text shall also be established by the trustees within a further sixty (60) days unless a longer period is mutually agreed by the trustees. The trustees may hire consultants that may be deemed appropriate for the finalization of these documents, and/or administration of the fund. The purpose of the Trust Fund shall be to establish the health and welfare benefits for part-time employees who do not qualify for the existing Employer Group Insurance benefits as decided by the trustees. The trustees shall have the authority to decide which benefits shall be implemented, consistent with the financial ability of the Trust Fund to provide for those benefits.

Effective March 15th, 2015, the temporary diversion of contributions from the Part-Time Health and Welfare Trust Fund to the UFCW Local 401 Dental Plan shall cease.

Proposal #20	Article 8.2 (Northern Meats)
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Proposal:

Amend to read as follows:

8.2 Time Off For Union Business

Provided the operational needs of the store can be met, **without undue interference or disruption**, the Employer agrees to allow time off work without pay for **duly elected or appointed union representatives to serve as relief union labour relations officers, attend meeting, conventions and seminars 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

Proposal #21	Article 8.4 (Retail) Article 8.9 (Meats) Article 10.9 (Northern Meats)
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Proposal:

Delete WCB top up

Proposal #22	Article 8.6 (Retail)
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Proposal:

8.6 Weekly Indemnity

It is understood and agreed between the Employer and the Union that Weekly Indemnity (W.I.) payments to entitled employees shall be the responsibility of the Employer. If payment of valid claims is not made by the insurance company within two (2) weeks from the time the Employer receives the completed application, the Employer shall then pay to the claiming employee an amount equal to his/her entitlement. Similarly, when payments are stopped by the carrier while the employee's entitlement continues, the employee shall be able to claim the amount of his/her entitlement from the Employer.

Payments made by the Employer for claims later found to be invalid or payments made by the Employer which are later paid by the carrier, shall be returnable to the Employer **through payroll deductions from future earnings.**

Proposal #23	Article 8.10 (Retail) Article 8.15 (Southern Meats) Article 20 (Northern Meats)
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Introduce a co-pay five cents (5¢) per hour for the duration of the current Collective Agreements for the Dental Funds.

Proposal #24	Article 9 (Retail) Article 9 (Southern Meats) Article 19 (Northern Meats)
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Proposal:

In accordance with Article 4 of the Master Contribution Agreement concerning the Canadian Commercial Workers' Industry Pension Plan (CCWIPP), and the direction of the CCWIPP Board of Trustees dated March 25, 2025, the parties agree to amend the collective agreement as follows:

Article 9 – Pension

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

(a) Effective ~~July 1, 2015, July 1st, 2025~~, the Employer agrees to contribute to the Canadian Commercial Workers Industry Pension Plan ~~one dollar forty-five (\$1.45)~~ **seventy-five (75¢) 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 the maximum of the basic work week), vacation, Statutory 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.

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.

Effective January 1st, 2020, no contributions of any kind can be accepted by CCWIPP for employees age seventy-one (71) or older; or employees under age seventy-one (71) in receipt of a pension benefit from CCWIPP regardless of their retirement date.

In addition, effective July 1st, 2015, employees will make contributions based on the number of years of continuous service in the Plan as follows:

<u>Period of Continuous Service</u>	<u>Employee Contribution Rate</u>
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Less than 2 years	\$0.00 per hour
*2 years but less than 8 years	\$0.22 per hour
8 or more years	\$0.40 per hour

*Employee contributions are to commence the earlier of:

- the first (1st) day of the month following completion of two (2) years of continuous service with one or more Participating Employer; or,
- January 1st of the year following two (2) consecutive calendar years if, in each of these calendar years, an employee has either completed or at least three hundred fifty (350) hours of employment with one (1) or more Participating Employer; or, earned at least thirty-five (35%) percent of the Year's Maximum Pensionable Earnings with one (1) or more Participating Employer.

(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 his/her 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.

Add points e and f above to the Northern Meats contract

Proposal #25	Article 11.1 (e) (Retail)
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Seniority

Proposal:

Amend to read as follows:

“Office” and “Customer Service” employees ~~are not to~~ **may** be scheduled more hours than their seniority entitles them to receive **in the event the employees senior to them do not have the required skill and ability or are unwilling to perform this work.**

Proposal #26	Article 11.4 (Retail) Article 11.4 (Southern Meats) Article 11.1 (a) (Northern Meats)
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Full Time Positions / Filling

Proposal (Retail and Southern Meats):

11.4 Full Time Positions/Filling

(a) 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~~

Proposal (Southern Meats)

11.4 Full-Time Position Filling

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

Proposal (Northern Meats):

11.1 Full-Time and Part-Time Status

a) ~~A full time position shall exist for all purposes of the Collective Agreement when an employee has worked an average of thirty-six (36) hours per week for thirteen (13) consecutive weeks (exclusive of replacement hours caused by the absence of a full time employee on W.C.B., W.I., L.T.D., or Leave of Absence to a maximum of six (6) months or maternity and parental leaves up~~

~~to a maximum of fifty two (52) weeks. Such full time position shall be filled in accordance with Article 11.7.~~

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

Proposal:

Amend to read as follows:

~~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.

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

Proposal:

Delete no loss of hours provision for transferred employees. The rest of the Article remains the same

(k) ~~Part-time employees shall not be transferred to another store if such transfer results in loss of hours unless the employee so wishes to be transferred.~~

Proposal #29	Article 11.9 (Retail) Article 11.10 (Meats) Article 11.2 and 11.4 (Northern Meats)
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Proposal (Retail):

Amend to read as follows:

11.9 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 the bargaining unit, in another classification, provided they have the necessary skill and ability to work in the most junior employee's classification. Following counselling and an explanation of the options available by the Employer, an~~ employee who exercises this right shall have a maximum of two hundred (200) hours to demonstrate their competence in the new classification.

An employee who exercises his/her seniority, pursuant to the preceding paragraph, will be restricted to one opportunity to do the job outside his/her classification in a competent manner.

~~No full-time employee shall have his/her 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 his/her 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 his/her hours reduced.~~

- (c) Full-time employees laid off in accordance with the above provision by the Employer shall be recalled to work in order of seniority provided:
 - (i) No more than nine (9) months have elapsed since the last day worked by the employee;
 - (iv) 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;
 - (v) The employee is capable of performing the work;
 - (vi) 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,
 - (vii) Contained in (i) and (ii) 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.

Proposal (Southern Meats):

~~11.10 No full time employee shall have his/her hours reduced when a part time employee is working hours in their store in their classification that the full time employee could work if he/she is qualified; in which event the part time employee shall have his/her hours reduced. The foregoing shall not limit the Employer in employing sufficient part time staff to operate the various departments in an efficient manne~~

Proposal (Northern Meats):

Amend to read as follows:

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

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

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

~~11.4 No full-time employee shall have his/her hours reduced when a part-time employee is working hours in their store in their classification that the full-time employee could work if he/she is qualified; in which event the part-time employee shall have his/her hours reduced. The foregoing shall not limit the Employer in employing sufficient part-time staff to operate the various departments in an efficient manner.~~

Proposal #30

Appendix 'C' 5 (Retail)
Article 11.12 (d) (Southern Meats)
Article 11.13 (Northern Meats)

Delete language that requires employees transferring into a meat cutter classification to be issued a new seniority date. Delete any reference to a maximum of 65% of their previous wage.

Proposal #31

Article 11.12 (Retail)
Article 11.13 (Southern Meats)
Article 11.6 (Northern Meats)

Delete Article 11.12 (Retail)

Delete Article 11.13 (Southern Meats)

Delete Article 11.6 (Northern Meats)

Proposal #32	Article 11.13 (Retail) Article 11.14 (Southern Meats)
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Proposal:

Delete

Proposal:**Amend to read as follows:****11.14 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 **the employee** who has sufficient seniority to displace a junior employee, the Employer agrees to give training to said employee, for **the a position held by the most junior full-time employee presently in existence** within the bargaining unit **as of the date of the technological change**. 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 (200 hours) 80 hours**, the employee may then exercise his/her seniority rights over **the most** 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 his 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.

11.15 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 the~~ position ~~held by the most junior full-time employee~~ presently in existence within the bargaining unit, providing they have **the necessary skill and ability and** sufficient seniority to displace ~~a junior that~~ employee. Said employee shall be given credit for their career hours to a maximum of seventy-five hundred one (7,501) hours in ~~their new at classification. of the most junior full-time employee.~~ If the employee is successfully retrained within the similar period given a new employee under Article ~~4.7~~ **4.8** of this Agreement, the employee may then exercise his/her seniority rights over **the most** 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 his/her former classification, if said classification is still in existence. Otherwise, they 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 his 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 article 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.

Proposal #34	Article 12.3 (b) (Retail) Article 12.3 (b) (Southern Meats) Article 5.3 (b) (Northern Meats)
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12.3 (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. **Should a base hour employee who has more than 28 hours as their base, want to forgo their base, they may do so on their availability form. In such cases the base hour employee will be scheduled up to the twenty-eight hours in accordance with Article 12.7 (retail).**

Proposal:

Amend to read as follows:

(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~~).

Proposal #36	Article 12.3 (f) (Retail) Article 12.3 (g) (Southern Meats) Article 5.8 (3)(g) (Northern Meats)
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Scheduling (Retail)

Interval Between Shifts (Meats)

Proposal (Retail):

Amend to read as follows:

There shall be an interval of not less than ten (10) hours between shifts for all employees **unless mutually agreed between the employee and employer**. 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 day.)

Proposal #37

Article 12.3 (l, m, n) (Retail)
Article 12.3 (m) (n) (Southern Meats)
Article 11.6 (a) (b) (Northern Meats)

(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. (Retail only)~~

(m) New Business Stores

~~The Employer will have the flexibility to schedule pre March 17th, 1993 and Post March 17th, 1993 employees provided that Pre-March 17th, 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 17th, 1993 employees, Post March 17th, 1993 employees or some combination of both in new departments.~~

Proposal #38	Article 12.4 (Retail) Article 12.4 (Southern Meats) Article 5.8 (4) (Northern Meats)
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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 15th and the end of the year.

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

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

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

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 **understands that by requesting days off, they may not be able to maintain the hours they are normally scheduled.** ~~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.

Proposal #39	Article 12.5 (Retail) Article 12.5 (Southern Meats) Article 5.4 (Northern Meats)
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Posting of Schedules

Proposal (Retail):

Amend to read as follows:

The Employer shall post the weekly work schedule for all employees not any later than Saturday noon (12:00 p.m.) 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. Employee availability will be listed on the schedule.

In all other cases, at least **twenty-four (24) hours** ~~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. The Employer will reasonably endeavor to make any changes to the posted schedule by the close of the store on the same day. The changes will be made in red ink.

It is understood that the only changes to the schedule to be marked will be shift trades, shifts added, modified, or cancelled in advance..

Proposal #40

**Article 12.9 (Retail)
Article 12.9 (Southern Meats)
Article 5.8 (6) (Northern Meats)**

Delete reference to Sunday Premium

Proposal #41	Article 12.10 (Retail) Article 12.10 (Southern Meats) Article 5.8 (Northern Meats)
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Add the following new language with regards to shift bidding and shift swapping:

SHIFT SWAPPING AND BIDDING

The Company will be introducing a Shift Swapping and Bidding system. This allows employees to offer their shifts that were scheduled in accordance with the applicable collective agreement for other employees to work via the Dayforce Application.

These shifts then become Available Shifts (hereafter referred as “Available Shift”).

The Available Shifts become offered shifts to employees in the same store or location with the qualifying work assignment in their profile. Available Shifts are accepted via the Dayforce Application, subject to management approval. This system does not replace the Company’s scheduling requirements as set out in the Collective Agreement.

The Shift Swapping and Bidding system is an offering for employees to manage their work and life priorities. Participation is completely voluntary. The existing processes as set out in the Collective Agreement for requesting time off, including leaves of absences, sick days, bereavement days, jury duty and RTOs are maintained.

The Parties agree that the provisions of the collective agreement (scheduling provisions and/or scheduling practices etc.) shall permit the following:

a) On a Voluntary Basis

- i) Employees may swap or bid on Available Shifts within their classification and their store subject to management approval.**
- ii) Interested employees may offer their shifts within their store no later eight (8) hours before its start time. If the Available Shift is unclaimed up to four (4) hours before the start of the shift, or if the bid is not approved, the employee will be required to work the shift. If the shift is unclaimed, the employee will have to work the shift and**

may be subject to discipline if the shift goes unclaimed and they do not report for work.

iii) Employees may select shifts such that their combined total weekly hours (through posted work schedule(s) and Shift Bidding and Swapping) do not exceed any maximum of hours that would require the payment of overtime. Employees must be able to work the entire shift without triggering overtime. Overtime will need to be approved by management subject to the requirements of the collective agreement.

iv) When there is an Available Shifts, the following occurs:

- Employees in the same store who are qualified to work the Available Shift will receive a notification in their Dayforce message centre in the Dayforce application
- Store management will approve the employee who applies for an Available Shift. Approval will be based on the first employee that meets management requirements or on any other reasonable basis as determined and communicated by management.
- A shift can be an Available Shift up until 4 hours prior to the start of said shift
- If the employee is denied the Available Shift, notification will be sent within no later than four (4) hours prior to start of shift
- Management will communicate with the employee who posted the Available Shift in advance if they will have to work the shift or no

v) Management must approve all shift bids and swaps before it can be completed. Approval of Shift Swapping and Bidding will not be unreasonably denied by the Company. Employees found to be abusing the Shift Swapping and Bidding System as determined by the Company may be denied access and will be subject to discipline up to and including termination of employment

vi) The Company will provide access to a computer in the facility for any employee who wishes to participate in the Shift Swapping and Bidding system but does not have access to the mobile application

It is understood that Available Shifts are picked up through the Shift Swapping and Bidding system will not count towards an employee's hours for the purpose of triggering a FT position.

b) Call-ins (Additional Hours-Shift Pick up)

- i. Where the Company initiates a call-in, and after exhausting the existing call-in procedure in the collective agreement, the call-in shift may be offered through Shift Bidding .**

12.11 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. It is understood that junior part-time employees may be scheduled more hours than senior part-time employees for night stocking purposes.~~
- (a) 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.
- (b) 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.
- (c) The Employer will endeavour to schedule night crews on a consecutive day basis whenever possible.
- (d) 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.

- (e) No clerk shall be required to work alone on the premises on the night shift.
- (f) 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.

Proposal #43	Article 14.3 (Retail) Article 14.4 (Southern Meats) Article 21 (Northern Meats)
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Union Leave

Provided the operational needs of the store can be met, **without undue interference or disruption**, the Employer agrees to allow time off work without pay for **duly elected or appointed union representatives to serve as relief union labour relations officers, attend meetings, conventions, seminars 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.

Proposal #44**Article 14.5 (Retail)
Article 14.6 (Southern Meats)**

Lockable bulletin boards, containing Union business only, will be supplied by the Union and will be placed in an area of the store as mutually agreed upon. Bulletins may only be posted by a person so authorized by the Union. Bulletins that pertain to matters other than meeting notices, dental plan information and pension plan information shall only be posted by mutual agreement between the Union and the Employer. The Union will be responsible for all maintenance and repair of the bulletin board **and will provide a key to the Store Manager. It is understood that if any notices are posted that do not comply with this Article, the Store Manager or their designate will have the authority to remove the notice. In such cases, the Union will be notified of the removal.**

Proposal #45	Article 14.10 (Retail) Article 14.11 (Southern Meats) Article 21 (Northern Meats)
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Proposal #46	Article 15.4 (Retail) Article 15.5 (Southern Meats) Article 12.5 (Northern Meats)
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Proposal (Retail):

15.4 ~~No discipline notices to remain on an employee's file after twenty-four (24) months and are not to be used in disciplinary proceedings.~~

Proposal (Southern Meats):

15.5 ~~No discipline notices to are remain on an employee's file after twenty-four (24) months and are not to be used in disciplinary proceedings.~~

Proposal (Northern Meats):

12.5 ~~No discipline notices are to remain on an employee's file after twenty-four (24) months and are not to be used in disciplinary proceedings..~~

Arbitration**Proposal:****Amend to Read as follows:**

18.1 If a satisfactory settlement cannot be reached, or if the party on whom the grievance has been served, fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice, served upon the other, require submission of a grievance to a Board of Arbitration, or to a single Arbitrator acceptable to both parties as set out below:

18.2 The Board of Arbitration shall be composed of three (3) members and shall be established in the following manner: **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.**

18.3 Within fifteen (15) days of the selection or appointment of the Chairman, the Board of Arbitration shall sit to consider the matter in dispute and shall render its decision within fourteen (14) days following its first session. **The arbitrator shall not be vested with the power to change, alter, or modify any of the terms of this Agreement**

18.4 No person shall serve on the Board of Arbitration who is involved or directly interested in the dispute under consideration. Grievances submitted to the Board of Arbitration shall be in writing and shall clearly specify the nature of the issue. **No person shall serve as an arbitrator if they are involved or directly interested in the grievance.**

18.5 In reaching a decision, the Board of Arbitration shall not be vested with the power to vary, change, supplement, modify, alter, or amend this Agreement in any of its parts, but shall interpret this Agreement with respect to the issue. **The decisions of the arbitrator shall be binding and enforceable to all parties.**

18.6 All expenses of the Chairman of the Board of Arbitration **arbitrator** shall be shared equally between the Company **Employer** and the Union.

18.7 Delete**18.8 Delete**

Clerk's Work Clause**Proposal:****Amend to read as follows:**

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 handling spice - Club House
- (c) Rack jobbers (Alberta Toy and Johnson Nut)
- (d) Demonstrators
- (e) Special personnel assisting prior to new store opening and one (1) week thereafter (including major store remodelling)
- (f) 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) 50% to Dental Care Plan
- (ii) 50% 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.

(g) 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.

(h) 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.

(i) 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 Safeway Operations 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 Safeway Operations 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.

(j) 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

(k) In addition to all of the exceptions described above, the Employer shall have the right to use third party vendors to stock in its stores in the following manner:

- (i) The Employer shall have the right to use up to **ten (10)** two (2) vendors per store. ~~commencing in the second year of the contract (commencing August 10th, 2021), three (3) vendors in the third (3rd) year of the contract (commencing August 10th, 2022), four (4) vendors in the fourth (4th) year of the contract (commencing August 10th, 2023); and five (5) vendors in the fifth (5th) year (commencing August 10th, 2024).~~ The names of the third party vendors will be provided in a list to the Union twice (2X) per year.
- (j) **In addition to all of the exceptions described above, the Company shall have the right to use third party vendors to stock in its stores in the following manner:**
 - (i) **The Company shall have an unrestricted right to use ten (10) named third party vendors to stock its stores. The names of these ten (10) third party vendors will be provided in a list to the Union twice per year.**
 - (ii) **Any third party vendors in excess of the ten (10) named third party vendors will be used in a one to one ratio with a bargaining unit employee.**

Proposal #49

Article 18.17 (Retail)

Proposal:

Delete Learning Prices language

Proposal #50	Article 19 (Retail)
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Proposal:

Delete job description language

Delete penalties for working outside of classifications

Proposal #51

**Article 22 (Retail)
Article 21.1 (Southern Meats)
Article 28 (Northern Meats)**

Update term

Proposal #52	Appendix 'A' 2 & 3 (Retail) Appendix A (Southern Meats) Appendix A (Northern Meats)
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Delete reference to previous lump sums and wages and update

Add title 'Meat Clerks – Post-June 21st, 2003' to meat clerk scale in Southern Meats CBA that was missed in the current CBA.

Proposal #53

Appendix 'A' 4 (Retail)

Add new Pharmacy Assistant scale for Lloydminster

Proposal:

Amend to read as follows:

All hours worked by a Bakery Production employee **in shipping bakeries** 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.~~

Proposal #55	Appendix B (8) (Retail)
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Proposal:

Delete Description of Duties for Bakery Classifications

Delete any penalty clauses

Proposal #56

Appendix B (8) (Retail)

Introduce position of bake-off clerk and discuss wage rate

Proposal #57

**Appendix "C" 9 (Retail)
LOU #5 (Southern Meats)
LOU #3 (Northern Meats)**

Delete Meat Department Managers' Compensation Plan

Proposal #58	LOI #1 (Retail)
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Delete

Proposal #59	LOU #1 (Retail)
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Delete as there are no longer any Store Supervisors

Proposal #60	LOU #3 (Southern Meats) LOU #8 (Northern Meats)
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Proposal:

Delete full-time/part-time ratios

Proposal #61

**LOU #6 (Retail)
LOU #7 (Southern Meats)
LOU #10 (Northern Meats)**

Proposal:

Add previous DOR (insert DATE) in the letters

Proposal #62	LOU #10 (Retail)
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10. Licensed (Regulated) Pharmacy Technicians

- (a) Regulated Pharmacy Technicians will be a separate classification. To be eligible to fill a position, the employee must be properly licensed in accordance with Provincial regulations. Unless merit, fitness, and ability of an employee is greater than that of another employee, seniority shall govern in the filling of vacant positions.
- (b) The Employer will determine the number of Regulated Pharmacy Technicians, if any, required in each Pharmacy and determine the status of the needed position(s).
- (c) Internal Pharmacy Assistants reclassified as Regulated Pharmacy Technicians will be subject to a sixty (60) day probation period for:
 - (i) The employee to decide if they want the work and;
 - (ii) The Employer to determine if the employee is capable of performing the necessary duties.
- (d) 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.
- (e) There will be no restriction on Regulated Pharmacy Technician duties within the Pharmacy other than prescribed by the Provincial regulatory authority.
- (f) The Employer will continue with the practice of Practicums in the Pharmacy Department. Pharmacy Assistant hours will not be impacted by this practice.
- (g) ~~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 a Regulated Pharmacy Technician.~~

- (h) The Employer will not reduce full-time Pharmacy Assistants to part-time status as the result of the implementation of the Regulated Pharmacy Technician classification. This guarantee will be in force for the duration of the current Collective Agreement.
- (i) Credit for Previous Experience: Pharmacy Assistants promoted to the position of Regulated Pharmacy Technician will receive credit for fifty (50%) percent of their career hours with Safeway to a maximum of ~~two thousand five hundred~~ (2500) hours. ~~three thousand five hundred~~ (3500) hours. **If there is a circumstance where a Pharmacy Assistant promoted to the position of RPT will receive a reduction in pay, the Company will credit the employee will the number of hours on the RPT scale to achieve the next higher wage rate.**

Proposal #63	Add new LOU #11 (Retail)
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Proposal:

Insert Provisional RPT agreement as a new LOU #11

Provisional Regulated Pharmacy Technicians

Provisional Regulated Pharmacy Technicians are individuals who have completed an accredited Regulated Pharmacy Technician course but are awaiting licensing or completion of national board exams. The follow will apply to employees in this role:

- 1) **Wage** – \$19.91/hour until the Provisional Regulated Pharmacy Technicians are licensed with the AB College of Pharmacists, for up to twelve (12) months; and
- 2) **Employee Status** – If Provisional Regulated Pharmacy Technicians do not acquire the above-mentioned license within the twelve (12) month period, they will be moved to the appropriate Pharmacy Assistant classification and placed at the appropriate hourly wage with credited hours worked.

Proposal #64	LOU #10 (Southern Meats) LOU #12 (Norhtern Meats)
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Proposal:

Delete deli training stores language

Proposal #65

**LOU #23 (Retail)
LOU #24 (Southern Meats)
LOU #21(Northern Meats)**

Remove reference to trial. Update language to agreed process where first wave receives 30 days notice, subsequent waves receive 14 days notice.

Amend language to include this process for stores outside of Edmonton and Calgary, as previously agreed to.

Proposal #66

**LOU #27 (Retail)
LOU #27 (Southern Meats)
LOU #30 (Northern Meats)**

Delete all references to walking stewards

Proposal #67	LOU #28 (Retail) LOU #28 (Southern Meats) LOU #31 (Northern Meats)
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Delete but make reference to a drug card in Article 8 (Retail), Article 8 (Southern Meats), and Article 10 (Northern Meats)

Health and Wellness Counsellor Manager

The parties agree that on a trial basis, until the expiry of the current Collective Agreement, the Employer will create the classification of "Health and Wellness **Counsellor Manager**". The Employer will have the ability to designate newly hired or existing employees to this position. ~~provided they have the requisite skill and ability and have a credential as either a "Registered Dietician", "Registered Holistic Nutritionist", "Certified Holistic Nutritionist", or previous work experience in Natural Health/Nutrition fields.~~ The rate for this position will be the overscale Post-2008 'Sales/Service Clerks' rate.

There shall be a maximum of one (1) employee per store that occupies the 'Health and Wellness **Counsellor Manager**' position and the position may be either full-time or part-time. The position will be responsible for managing the "Health and Wellness" section and duties will include interacting with customers and educating them on health and wellness topics and products, inventory, ordering, and light stocking. The position will not require relief and as such there will be no relief pay.

If there are additional hours required in Health and Wellness, the hours will come from the general clerk classification. ~~In cases where employees from outside the general clerk classification are assigned to perform duties in Health and Wellness for fifteen (15) minutes or more, they shall be paid the pre-2003 General Clerk top rate.~~

Proposal #69

**LOU #35 (Retail)
LOU #34 (Southern Meats)
LOU #37 (Northern Meats)**

Delete Wage Reopener language

Proposal #70

LOU #14 (Southern Meats)

Proposal:

Delete as it refers to Head Sushi Chef

Proposal #71

LOU #14 (Northern Meats)

Delete

**RESPECTFULLY SUBMITTED ON BEHALF OF SOBEYS CAPITAL
INCORPORATED – SAFEWAY OPERATIONS, CALGARY, ALBERTA.**