

COLLECTIVE AGREEMENT

BETWEEN

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

AND

SOBEYS *CAPITAL INCORPORATED*
(Safeway Operations)
(Southern Meat and Deli)

(A body corporate carrying on business in the Cities of Calgary,
Canmore, Lethbridge, Medicine Hat and Brooks)

Renewal: ***August 9th, 2025***

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Preamble

It is the intent and purpose of the parties hereto that this Agreement will promote, improve, and maintain industrial, economic, and harmonious relations between the Union, the employees and the Employer, and to set forth herein the Agreement between the parties covering rates of pay, hours of work, and conditions of employment, to be observed by the Employer, its employees and the Union during the term hereof.

Article 1 – Bargaining Agency

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

Calgary, Canmore, Lethbridge, Medicine Hat, 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.

(b) Subject to Letter of Understanding #1 “Severance”, the Employer agrees the following work shall be performed by employees of the Employer covered by this Collective Agreement, the receiving, cutting, grinding, preparing, processing, sealing, wrapping, bagging, pricing, fabricating, cubing, tenderizing and serving and selling of all meat, fish and poultry products whether fresh, frozen, chilled, cooked, cured, smoked, or packaged during the term of this

Collective Agreement. However, it is also understood that the Employer shall not be precluded from making such decisions that pertain to the reassignment of work now being performed by employees covered by this Collective Agreement providing such reassignments will remain in the jurisdiction of the Union and are handled in a manner that is mutually acceptable to both parties to this Agreement during the term of this Collective Agreement.

- 1.2 (a) If the Employer transfers work set forth in **Article** 1.1 to a meat plant operated by the Employer within the present area jurisdiction of the Union, the Employer will recognize the Union as the bargaining agent for all employees, excluding office and clerical staff and supervisory personnel, employed by the Employer in said meat plant. In the event that a meat plant is certified by, or under a Collective Agreement with another trade Union at the time it is acquired by the Employer, the foregoing shall not apply.
- (b) If a full-time employee is terminated because:
- (i) The Employer transfers work set forth in **Article** 1.1 to a meat plant operated by the Employer, or
 - (ii) The Employer purchases block ready meats, employees who have sixty (60) days continuous full-time service and up to one (1) year of continuous full-time service shall be given one (1) week's notice in writing or pay in lieu thereof. One (1) weeks additional notice or pay in lieu thereof will be given to employees with more than one (1) years continuous full-time service for each additional year of continuous full-time

service up to a maximum of twenty-six (26) weeks.

- (iii) The above notice or pay in lieu thereof shall not apply if the full-time employee:
 - (1) is temporarily laid off;
 - (2) accepts other employment with the Employer;
 - (3) is terminated but is re-employed within ten (10) working days to full-time status duty;
 - (4) is offered comparable work in the meat plant operated by the Employer.
- (iv) Employees who receive notice or pay in lieu thereof shall not be entitled to the benefits contained in Article 10 of this Agreement. Sub-**articles** (a) and (b) of this **article** shall not conflict with or supersede the provisions of Article 11 – Seniority of this Collective Agreement.
- (c) The Employer will give the Union no less than three (3) months' notice prior to the opening of a newly built meat plant within the present area jurisdiction of the Union. The Employer or its subsidiaries will give preference in hiring prior to the opening of the new meat plant and for three (3) months after the opening of the new plant to qualified full-time employees displaced from the Employer's retail stores.

- 1.3 There shall be a member of the bargaining unit 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 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 shall be limited to instructional work only, but shall not perform work that is normally done by members of the bargaining unit.
- 1.5 In the event the Employer, because of health regulations brought down by the Federal or Provincial Government, is required to reassign work normally done by a member of this bargaining unit to the **Calgary Refrigerated Warehouse and Calgary Commissary**, then such member who may be affected will be given the first (**1st**) opportunity to apply for employment at the aforementioned meat plant operation.

There is no guarantee of employment of any affected employee in the retail stores but full consideration of employment at the meat plant(s) will be given provided vacancies exist. If more than one (**1**) vacancy exists, retail seniority will prevail.

Article 2 – Union Establishment

- 2.1 The Employer agrees to retain in *their* employ within the bargaining units, as outlined in Article 1 of this Agreement, only members of the Union in good standing. Such employees will be required as a condition of employment, to have the equivalent of regular Union dues deducted from their earnings each pay period. Such deductions will be forwarded to the Union by the Employer along with the Union dues deductions of the other employees in the bargaining unit.

The Employer shall be free to hire new employees who are not members of the Union, provided said non-members, whether part-time or full-time employees, shall be eligible for membership in the Union, and shall make application on the first (*1st*) day of employment, and become members within thirty (30) days.

- 2.2 The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee, their responsibility in regard to Union membership, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire.

The Union shall bear the expense of printing the letter, the contents of the letter to be such that it is acceptable to the Employer. The Employer further agrees to provide the Union, once a month with a list containing names of all employees who have terminated their employment during the previous month.

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

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

Article 3 – Deduction of Union Dues

3.1 The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected such initiation fees, assessments, and Union dues as are authorized by the Union. The Union agrees that should they propose a dues structure that cannot be administered by the Employer, the parties will meet to discuss a resolve. The Employer further agrees, automatically, to deduct Union dues and initiation fees from the wages of all new employees. Monies deducted during any month shall be forwarded by the Employer to the President of the Union not later than the fifteenth (15th) day of the following month, and accompanied by a written statement of the names of the employees for whom the deductions were made and the amount of each deduction. Dues check-offs are to be submitted on a four (4) or five (5) week accounting period.

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

3.2 The Employer agrees to have the membership application forms, dues, and initiation fee deduction forms signed by the employees at the time of hiring.

3.3 The Employer agrees to list Union dues deductions of the employees on the T-4 Income Tax form for all employees in the bargaining unit.

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

Article 4 – Basic Work Week and Overtime

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

- 4.1 (a) The basic work week for employees working full-time shall consist of forty (40) hours, to be worked in five (5), eight (8) hour days, as scheduled by the Employer.
- (b) 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.
- (c) Daily Guarantee

The minimum shift will be four (4) hours. Any employee who reports to work as scheduled, without previous notice not to report, shall receive pay for their scheduled hours of work on that day. Any employee shall receive pay for the scheduled hours of work on the day if sent home prior to completion of scheduled hours, unless terminated as provided in Article 15 of this Agreement. In the event an employee reports for work but has not been advised of a change of their starting time as per this **article**, they shall be allowed to commence work immediately or the Employer shall pay the employee from the time they reported for work, the foregoing will not apply if the said employee reports early on their own accord.

4.2 Overtime Pay

- (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 ($1 \frac{1}{2} X$) 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 ($1 \frac{1}{2} X$) 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.
- (c) Overtime shall be by mutual consent and, where practical, shall be offered to the most senior employees on the shift, provided the employee has the ability and qualifications to perform the required overtime work. If the senior employees do not wish to accept the overtime, the Management shall have the right to assign such work in reverse order of seniority to such junior employees who have the necessary ability and qualifications, and who are at work at the time.
- (d) Overtime - Rest Periods

If an employee is required to work more than one (1) hour overtime, they will be given a fifteen (15) minute paid rest period. The break will be taken before the commencement of the overtime. The meal periods

will be scheduled as near midshift as possible. Similarly, rest periods will be scheduled as near to midway between the meal period and the commencement and finish of a shift as possible.

4.3 General Holidays

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

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

and all other public holidays proclaimed by the Federal, Provincial, or Municipal Governments, provided that all other major stores selling meat are required by law to recognize those public holidays.

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

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

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

In a week which two (2) General 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 ½ X) of the employee's regular rate of pay.

(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) times their regular hourly rate for each hour worked on said holiday.

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

4.4 General Holidays for Part-Time Employees

Part-time employees shall receive the following General Holiday pay:

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.

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.

4.5 Rest Periods

Employees working a shift of six (6) or more hours shall receive two (2) rest periods of fifteen (15) minutes each, with pay.

Employees working a shift of four (4) hours, but less than six (6) hours will receive one (1) rest period of fifteen (15) minutes, with pay. Rest periods shall be scheduled on the basis of one (1) before and one (1) after the meal, but shall not be combined with the meal period. Rest periods shall not begin until one (1) hour after commencement of work or following return from meal period or less than one (1) hour before either the meal period or the end of the shift as the case may be.

4.6 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 they are 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.

4.7 Time Recording

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

Time and attendance records for employees on the Time and Attendance system will be made available for inspection by the Union for purpose of checking the proper recording

and payment of time worked. Upon four (4) weeks' notice to the Union and the employees, the Employer may introduce a new method of time recording.

Any employee who, for any reason, fails to record all time worked in the manner required by this article, shall be penalized as follows:

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

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

Management agrees to assume its full responsibility in seeing that all employees are compensated for all time worked, ***subject to the Employer's rounding values***. Management personnel who, intentionally violate this provision, will be disciplined at Management's discretion.

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

Only the Store Manager or their designate shall approve time and attendance records.

In a grievance involving time worked, the Union can request a copy of the time and attendance records for employees.

Any time and attendance records requested shall be made available as soon as conveniently possible.

- (a) No member of the bargaining unit shall, outside paid working hours, instruct other members of the bargaining unit on matters pertaining to their work. All such time worked shall be paid in accordance with Article 4.1 (c) and Article 4.2.
- (b) No employee shall be permitted to take invoices or any other records away from the premises. Any employee who violates this sub-**article** shall be disciplined by use of the same penalties set out in Article 4.7 respecting the recording of all time worked.

4.8 Probationary Period

Each new employee will have a probationary period of two hundred (200) 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.

Article 5 – Wages

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

Effective no earlier than January 1st, 2015, there shall be a regular bi-weekly pay day and further the employee shall be given a bi-weekly statement showing pay period covered, gross earnings, and all deductions.

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

5.2 Night Shift Premium

All hours worked by an employee between ten o'clock (10:00) p.m. and seven o'clock (7:00) a.m. shall be considered as shift work and paid for at the applicable straight time/overtime rate plus two (\$2.00) dollars per hour shift premium for each full hour worked during this period.

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

5.3 Creation of New Jobs and Departments

The Employer may continue with the present list of departments and establish new departments in accordance with the needs of the business, provided that the Employer shall notify the Union of the creation of new departments as soon as possible. The Employer shall establish a rate for those employees working in the new classifications and shall meet with the Union within thirty (30) days of the implementation of the new rates to discuss the matter. Should there be a disagreement with respect to the rate of pay, established by the Employer, that can not be resolved

through the grievance procedure, then the matter shall be resolved pursuant to Article 17 of the Collective Agreement.

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 **(1)** 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.

5.5 Rates for Relief Work

When an employee is assigned to relieve the Meat Manager (Head Meat Cutter) for two (2) days or more in a week, they 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 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 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.

5.6 Float Staff

The primary purpose of the Float Staff is to provide vacation relief for full-time Meat Cutters and Meat Clerks (Wrappers). In addition, when possible, the Float Staff will provide relief for unscheduled absences due to sickness or injury and will make employees available to stores requiring extra shifts due to unexpected additional sales.

The Float Staff will consist of full-time employees in the Meat Cutter and Meat Clerk classifications who have applied by seniority for the positions with the following exceptions:

- (a) Meat Managers.
- (b) Assistant Meat Managers.

- (c) Employees who are left on, placed on, or taken off of the Float Staff by mutual agreement between the Union and the Employer.

Effective March 15th, 2015, Meat Cutters and Meat Clerks will be paid a premium of one (\$1.00) dollar per hour for each full hour worked on the float pool.

Employees wishing to be placed on the Float Staff can apply in writing to the Human Resources Department, and as vacancies arise, their applications will be filled in order of seniority. Should there not be enough employees who apply, the most junior capable full-time employees will be assigned to the Float Staff.

Employees wishing to come off the Float Staff must give thirty (30) days written notice to the Employer with a copy to the Union. Should there be a suitable replacement available, this employee will be placed in a store at the discretion of the Employer. The Union will be advised of the placements.

The Employer will determine the number of positions on the Float Staff and may adjust the numbers due to operational requirements. Should the Employer reduce the number of employees on the Float Staff, the most junior employee will be the first to be removed.

Upon being assigned to a store, Float Staff employees will be scheduled in accordance with the Collective Agreement. Should the need arise for a Float Staff for other classifications, the same guidelines above will apply.

Should the Employer encounter any unforeseen problems with the above system, the Union agrees to meet with the Employer to resolve the issue.

5.7 Credit for Previous Comparable Experience

New employees hired into the Meat Cutter classification will be classified according to previous comparable experience. New employees hired into other classifications will be classified according to previous comparable Safeway experience. New employees having previous comparable experience may be paid a lower scale of wages than their experience calls for, but not less than the minimum rate established by this Agreement for a period not to exceed thirty (30) days from the date of employment. This thirty (30) day period may be extended by mutual agreement between the Union and the Employer for the purpose of enabling an employee, or the Employer, to obtain confirmation of claimed previous experience.

Providing the employee's services are retained, then after a thirty (30) day period, or such extended period as mutually agreed upon, they shall receive any difference between their rate of pay, and the rate for which their experience qualifies them. It is further understood that the rate paid retroactively shall not apply to the first two (2) calendar weeks.

New employees shall receive written notification advising them of the requirements to qualify for previous experience credit. Once per month, the Employer will provide to the Union a list that includes the names of employees who have been granted credit for previous experience and their wage rate. The Union shall have thirty (30) days from receipt of such notice to challenge the amount of credit

given or not given. No consideration shall be given to any disagreement pertaining to the credit for previous experience if presented later than fifteen (15) days following completion of the employee's probationary period, unless extended by mutual agreement between the Union and the Employer, provided the Employer has:

- (a) Provided the employee with a new employee letter provided for in Article 2.2 of this Agreement not later than two (2) weeks from the date of employment.
- (b) Provided the employee with a written notification advising them of the requirements to qualify for previous experience credit.
- (c) Provided the Union with a list that includes the names of employees who have been granted credit for previous experience and their wage rate.

Any employee who accepted a buyout under a previous Safeway Collective Agreement will not be eligible for credit for that previous Safeway experience related to the buyout if rehired at a later date.

Article 6 – Vacations

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

<u>Length of Service</u>	<u>Vacation Entitlement</u>	<u>% of Gross Earnings</u>
1 year or more	2 weeks of vacation	4%
3 years or more	3 weeks of vacation	6%
8 years or more	4 weeks of vacation	8%
13 years or more	5 weeks of vacation	10%
18 years or more	6 weeks of vacation	12%
23 years or more	7 weeks of vacation	14%

For full-time employees, “length of service” shall mean the employees’ length of service as a full-time employee plus any vacation entitlements as per Article 6.8. For part-time employees, “length of service” shall mean the employees’ length of continuous service with the Employer.

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

6.2 Vacation will be taken in periods of not less than one (1) week’s duration.

6.3 Full-time employees shall receive their vacation pay at the rate of two (2%) percent of the employee’s total gross earnings for the previous calendar year or forty (40) hours at the employee’s regular hourly rate if greater. All time lost (up to thirty-one (31) consecutive days) because of sickness, occupational or non-occupational accident, all time absent on full-time vacation, paid General Holidays, and all time spent at Meat Cutter apprenticeship schools (assuming the employee returns to the Employer following

the completion of his/her course) shall be considered as time worked for vacation purposes.

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

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

- 6.4 Part-time employees shall have their vacation pay for the previous January 1st to December 31st provided by February 28th.

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

Effective January 3rd, 2021, part-time employees shall have vacation pay paid bi-weekly in the pay period it is earned.

- 6.5 The time period from May 15th to September 15th of each year shall be considered the prime vacation period. For Meat Cutters and Meat Clerks in the City of Calgary as outlined in Article 6.6, the time period from April 1st to September 30th of each year shall be considered the prime vacation period. Full-time employees with three (3) or more weeks of vacation entitlement may schedule a maximum of two (2) weeks of their vacation (consecutively where operationally feasible) during the prime time period. Full-

time employees with five (5) or more weeks of vacation entitlement may schedule a maximum of three (3) weeks (consecutively where operationally feasible) during prime time. These maximums may be exceeded at the Employer's discretion. Should this occur, it must be done in order of seniority within the scheduling group. No request will be unreasonably denied.

6.6 In the City of Calgary vacation selection for Meat Cutters and Meat Clerks shall be as follows:

All Meat Cutters and Meat Clerks shall be divided into three (3) groups designated as Red, White, and Blue. Employees will select their weeks of vacation in order of their seniority within their colour group. All employees in one colour group will select their weeks of vacation allowed during prime time prior to the next group selecting their prime time vacations. To reduce the number of weeks necessary to complete the selection of vacation dates, the selection of non-prime time weeks will take place, by colour group, in reverse order to the selection of prime time weeks. The selection process will not begin prior to August of the previous year.

The Employer shall provide to the Union the number of employees allowed off each week and identify any weeks which have restrictions applied to them.

The order of selections will be as follows:

	2021	2021	2022	2022	2023	2023	2024	2024	2025	2025
	APR - SEPT	OCT - MAR	APR - SEPT	OCT - MAR	APR - SEPT	OCT - MAR	APR - SEPT	OCT - MAR	APR - SEPT	OCT - MAR
RED	3	1	2	2	1	3	3	1	2	2
WHITE	1	3	3	1	2	2	1	3	3	1
BLUE	2	2	1	3	3	1	2	2	1	3

Should the number of employees in each group become unbalanced, the Employer and the Union will meet to agree on a method of balancing the numbers. Should there be problems with the above system, the Employer and the Union will meet no later than thirty (30) days after the request of either party to resolve the issues. Scheduling lists (Red, White, and Blue) and completed vacation schedules shall be supplied to the Union upon request.

6.7 All departments, other than meat departments in Calgary are to schedule vacations as follows:

- (a) Seniority as defined in Article 11 shall apply, provided it is operationally feasible, in preference for vacations within the store and scheduling group. Full-time employees are considered senior to part-time employees. Part-time vacation schedules will be completed following the selection by full-time employees by seniority
- (b) Vacation planners shall be posted by December 1st of the preceding year for both full-time and part-time employees. Employees shall be listed on the planner in accordance with their seniority. Full-time employees shall submit their vacation preferences for Management approval prior to January 31st. Employees who wish to take weeks of vacation prior to March 1st must advise the Employer of these selections by no later than December 31st. The Employer will make the final determination of assigned dates based on existing conditions, and post a completed vacation planner for full-time employees by February 28th.

Full-time employees with five (5) weeks of vacation eligibility will be able to use single days of vacation, in accordance with the following conditions:

- 1. Employees may use a maximum of one (1) week of their entitlement in single day increments.**
- 2. Notwithstanding anything to the contrary in the Collective Agreement, employees who wish to use single days of vacation must advise their Store Manager no later than January 31st of each year. These employees will not schedule one (1) week of their vacation entitlement in order to use these days for single day vacations.**
- 3. All requests for single days of vacation must be provided to the Store Manager at least twenty-one (21) days in advance and will be approved at the Employer's sole discretion. This notice period can be waived by the Employer, at its discretion. Requests will be considered on a "first come, first served" basis. No single day or days of vacation will be approved to be taken during the months of June, July, or August.**
- 4. All single days of vacation must be scheduled or taken by October 1st of each year. Any single days of vacation that are not scheduled by October 1st of each year,**

will be scheduled by the Employer, at its sole discretion.

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

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

- (c) Part-time employees with thirteen (13) or more years of continuous employment with the Employer will have the opportunity to schedule three (3) weeks of time off during prime time, if weeks are available.
- (d) Any weeks that may become available in any of the departments shall follow the above selection process.
- (e) All other full-time unscheduled vacation will be scheduled at the Employer's discretion after a discussion with the employee and no less than four (4) weeks' notice.

(f) When a General Holiday occurs during an employee's vacation, the employee will be entitled to an extra day's vacation.

6.8 A part-time employee proceeding to full-time employment will be credited with the number of hours accumulated during the employee's continuous service with the Employer as a part-time employee and provided the employee's service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours of a regular full-time employee to establish the appropriate yearly credit for future vacation entitlement as provided above.

6.9 Upon termination of employment, employees shall receive any earned vacation pay during the period of employment for which vacation allowance has not been paid at the appropriate rate described in the table above. Employees with less than one (1) year of service will receive four (4%) percent of their gross earnings for any unpaid portion of vacation pay.

Article 7 – Leaves of Absence

7.1 Funeral/Bereavement Leave

In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay, ***with consideration given to travel time for the purpose of attending the funeral.*** The length of such absence shall be at the discretion of the Employer. The term "immediate family" shall mean: spouse, parent/step parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandmother,

grandmother-in-law, grandfather, grandfather-in-law, and grandchildren, or any relative living in the household of the employee. In the event of the demise of an aunt or uncle, nephew or niece, an employee will be granted one (1) day leave of absence with pay to attend the funeral.

Notwithstanding the foregoing, if the death is a case of a spouse, father, mother or child the employee shall be entitled up to one (1) week's leave of absence with pay at the time of bereavement. In the event of the demise of an aunt or uncle, nephew or niece, an employee will be granted one (1) day leave of absence with pay.

It is understood that in the case of a part-time employee, the time off, with pay, shall be determined on the basis of the hours that the employee was originally scheduled to work during the leave.

Common law, ***adult interdependent partner***, and same sex spouses are to be recognized by the Employer for the provisions of this article.

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

In addition to the foregoing, an employee shall be entitled to any unpaid leave they are eligible for under Employment Standards legislation including bereavement leave for a person the employee is not related to but considers to be like a close relative.

7.2 **Employee Requested Leave**

Employees with one (1) year service with the Employer may request a leave of absence, without pay, for a period

not to exceed four (4) months, upon written application through the Store Manager (with a copy to the Human Resources Department). If the request is refused, the employee shall be so advised as to the reasons for the refusal in writing. The Union will receive a copy of this letter.

Applications for leave of absence must be submitted in writing at least sixty (60) days prior to the period for which leave is intended. It is understood that there may be circumstances where the sixty (60) day time frame may not be available, in those cases the request will be adjudicated as above. The employee shall be advised of the Employer's answer within fifteen (15) days of the request.

Personal leaves will not be considered for circumstances covered by any other leave of absence provision in the Collective Agreement.

7.3 Compassionate **Care** Leave

Employee(s) who have been employed for at least ninety (90) days will be allowed up to twenty-seven (27) weeks of compassionate care leave without pay for the purpose of providing care or support to a gravely ill family member. The employee must also provide a medical certificate stating that the eligible family member has a serious medical condition with a "significant risk of death within twenty-six (26) weeks", and that the family member requires care or support from one or more family members.

Notification, eligibility, definition of family member, and duration requirements shall be as per Alberta Employment Standards legislation.

7.4 For employees on approved Funeral Leave and Personal Leave, the Employer will pay for all Employer benefits for which the employee qualifies for the first thirty (30) days of the approved leave of absence.

7.5 Leave for Parents

(a) Maternity Leave

Employees shall request a leave of absence without pay up to a maximum of **sixteen (16)** weeks because of pregnancy. Such request will be granted, provided the employee submits to her Employer a request, in writing, for such leave at least two (2) weeks prior to the date she intends to commence such leave, together with a certificate from a qualified medical practitioner, certifying that she is pregnant and indicating the estimated date of confinement. Such leave may, at her discretion, commence twelve (12) weeks or more (depending on medical requirements) prior to confinement and the period, if any, between the date of confinement mentioned in the certificate and the actual date.

Employees will continue to accrue seniority while on maternity leave.

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

Where a pregnant employee, who has qualified for group benefits, is disabled and cannot perform her

regular duties, she may apply for sick benefits/group insurance benefits as per the Collective Agreement.

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

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

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

(b) Parental/Adoption Leave

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

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

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

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

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

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

(c) Working while on Parental/Adoption Leave

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

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

It is understood that the employee is responsible for the maintenance of benefits as per Article 7.5.

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

(d) Pre-Payment of Employer Benefits when going on Parental Leaves

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

7.6 Paternity Leave

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

7.7 **Personal or Family Leave**

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

- (a) The care, health, or education of a child in the employee's care or,
- (b) The care or health of any member of the employee's immediate family.

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

7.8 Educational Leave

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

The following terms shall apply to such applications:

- (a) An employee who wishes to make application for an educational leave of absence shall submit his/her request in writing to the Human Resources Manager with a copy to the Store Manager and a copy to the Union office.
- (b) The employee must have made application to attend an accredited educational institution.
- (c) Such leave will be granted on a one (1) time only basis for each employee.
- (d) A maximum of two (2) employees who work in the Employer's stores covered by this Agreement will be allowed to be on an educational leave at any one (1) time.
- (e) Notwithstanding the foregoing, the Employer may grant educational leaves of absence which exceed the maximum set out above.
- (f) During the period of educational leave, the employee may choose to prepay their full-time benefits.

- (g) The absence of a full-time employee on an educational leave will not create a full-time vacancy for the purpose of Article 11 – Seniority.
- (h) Leave of absence will terminate should the employee cease to attend the institution for which the leave was granted.
- (i) All educational leaves of absence will be approved at the Employer's discretion.
- (j) An employee shall be returned to his/her former classification at the completion of his/her leave of absence.
- (k) Employer (other than Safeway Operations) sponsored training programs do not qualify for educational leave.

7.9 Military Leave

An employee who is a member of the Canadian Armed Forces and who is called to active duty will be granted a leave of absence. The Employer will pay the cost of any benefits, for the period of the leave, to which they are entitled at the time of their leave.

7.10 Jury Duty Pay and Material Witness

- (a) Employees, summoned to Jury Duty (including Jury Selection) or subpoenaed as a material witness shall be paid wages amounting to the difference between the amount paid them for such services and the amount they would have earned had they worked on such days.

This does not apply if the employee is summoned on his/her regular day(s) off.

- (b) Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remain to be worked. Total hours on Jury Duty or when serving as a material witness and actual work on the job in the store in one **(1)** day shall not exceed eight (8) hours for purposes of establishing the basic workday. Any time worked in the store in excess of the combined total of eight (8) hours shall be considered overtime and paid as such under the Agreement.
- (c) In order to be eligible for the foregoing benefit an employee must notify the Store Manager as soon as possible after receipt of Notice of Selection for Jury Duty or after receipt of Subpoena to Appear as a Witness.
- (d) Appearance as Witness on the Employer's Business
 - (i) Any employee who is required or summoned to appear in Court on behalf of the Employer will be paid up to eight (8) hours at the straight time rate of pay. Employees who are required to appear in Court on behalf of the Employer on their day off will be paid a minimum of four (4) hours pay at the straight time rate of pay.
 - (ii) It is understood that payment of the foregoing witness pay will not be counted as hours worked for the purpose of calculating overtime on a weekly basis.

(iii) It is also agreed that employees must return all fees provided to them by the Court in excess of ten (\$10.00) dollars. Employees who are reimbursed by the Court for incidental expenses such as mileage or parking may keep such reimbursements.

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

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

7.11 An employee who receives an approved leave of absence shall:

- (a) Continue to accumulate seniority, and
- (b) Not suffer an interruption in service relative to their vacation eligibility.

Employees shall not work during leaves of absence, except as provided in Article 7.8 above. Any employee failing to return at the end of any leave of absence may be terminated.

7.12 **Critical Illness Leave**

Employees will be entitled to take Critical Illness Leave. Notification, eligibility, definition of family member, and duration requirements shall be as per Alberta Employment Standards legislation.

7.13 Domestic Violence Leave

- 1. For the purposes of this Article, domestic violence occurs when an employee, the employee's dependent child, or a protected adult who lives with the employee is subjected to any of the acts or omissions listed in subarticle (2) by another person who**
 - (a) is or has been married to the employee, is or has been an adult interdependent partner of the employee or is residing or has resided together with the employee in an intimate relationship,**
 - (b) is or has been in a dating relationship with the employee, regardless of whether they have lived together at any time,**
 - (c) is the biological or adoptive parent of one (1) or more children with the employee, regardless of their marital status or whether they have lived together at any time,**
 - (d) is related to the employee by blood, marriage, or adoption or by virtue of an adult interdependent relationship, regardless of whether they have lived together at any time, or**
 - (e) resides with the employee and has care and custody over the employee pursuant to an order of a court.**

2. The following acts and omissions constitute domestic violence for the purposes of this Article:

(a) any intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person;

(b) any act or threatened act that intimidates a person by creating a reasonable fear of property damage or injury to a person;

(c) conduct that reasonably, in all circumstances, constitutes psychological or emotional abuse;

(d) forced confinement;

(e) sexual contact of any kind that is coerced by force or threat of force;

(f) stalking.

3. An employee who is a victim of domestic violence is entitled to unpaid domestic violence leave of up to ten (10) days in a calendar year.

4. An employee may take domestic violence leave for one (1) or more of the following purposes:

(a) to seek medical attention for the employee or the employee's dependent child or a protected adult in respect of a physical or psychological injury or disability caused by the domestic violence;

(b) to obtain services from a victim services organization;

- (c) to obtain psychological or other professional counselling for the employee or the employee's dependent child or a protected adult;**
 - (d) to relocate temporarily or permanently;**
 - (e) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;**
 - (f) any other purpose provided for in the regulations to the relevant legislation.**
- 5. Before taking a leave under this article, the employee must give the Employer as much notice as is reasonable and practicable in the circumstances.**

7.14 Leave for Citizenship Ceremony

- 1. An employee who has been employed for at least ninety (90) days is entitled to up to a half (1/2) day of unpaid leave to attend a citizenship ceremony to receive a certificate of citizenship, as provided for under the Citizenship Act (Canada) and regulations made under that Act.**
- 2. Before taking a leave under this article, the employee must give the Employer as much notice as is reasonable and practicable in the circumstances.**

Article 8 – Health and Welfare and Sick Leave

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. **All prescription reimbursements will be at the lowest cost alternative where the plan pays the lowest price for interchangeable products with the same active ingredients. If a generic equivalent is not available or if there is a medical reason for prescribing a brand drug as adjudicated by the insurance company, the brand drug will be reimbursed.**
- (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%) percent of the cost of the above listed benefits.

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.

8.2 A regular full-time employee shall be considered eligible when they have completed thirteen (13) consecutive weeks of full-time employment with the Employer. All eligible employees must enroll for these benefits as a condition of employment.

8.3 A full-time employee reduced to part-time shall be eligible for benefits to which they may be entitled under the plans referred to in **Article 8.1** above.

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

8.4 Group Life Insurance and Weekly Indemnity

The Employer agrees to make available to regular full-time employees who have completed thirteen (13) consecutive weeks of full-time employment, Group Life Insurance and Weekly Indemnity benefits as described in the booklet, "**Benefits at A Glance**".

It is understood all the rules of the plan shall apply.

The Employer shall advise the Union of any amendments to the plan as they occur.

Weekly Indemnity benefits shall be paid commencing on:

The first (**1st**) day of hospitalization due to non-occupational accident or sickness or where no hospitalization is involved, the fourth (4th) day of absence due to sickness or accident within a twenty-six (26) week benefit period.

8.5 Health and Welfare Benefits: Part-Time Employees

A part-time employee who has worked an average of thirty-two (32) hours per week for thirteen (13) consecutive weeks will be eligible for the following coverage:

- (a) Group Life Insurance and Weekly Indemnity Benefits: Life Insurance in the amount of five thousand (\$5,000.00) dollars; Weekly Indemnity payments in the amount of seventy (70%) percent of average weekly earnings.
- (b) Alberta Health Care.
- (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. **All prescription reimbursements will be at the lowest cost alternative where the plan pays the lowest price for interchangeable products with the same active ingredients. If a generic equivalent is not available or if there is a medical reason for prescribing a brand drug as adjudicated by the insurance company, the brand drug will be reimbursed.**
- (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) Part-time employees who, at March 14th, 1993, were qualified for the Group Benefit Package will retain benefits held and will maintain eligibility for group benefits, unless voluntarily restricting their availability, even though their hours per week average less than thirty-two (32) hours over thirteen (13) consecutive weeks.

Part-time employees who after March 14th, 1993, qualify for the Group Benefit Package will lose those benefits or pay one hundred (100%) percent of the cost of benefits if they do not maintain an average of thirty-two (32) hours per week for thirteen (13) consecutive weeks.

In order to ensure coverage under these benefits, a part-time employee must immediately accept coverage upon notification of eligibility by the Employer.

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

Effective November 7th, 1988, a part-time employee who voluntarily restricts their hours and, consequently, fails to maintain an average of thirty-

two (32) hours per week for thirteen (13) consecutive weeks, shall cease to be eligible for the foregoing benefits.

A part-time employee who chooses to work fewer hours than their seniority entitles them to shall, within thirty (30) days of the effective date of this Agreement, advise the Employer, in writing, that they are restricting their hours.

A part-time employee who has restricted their hours pursuant to this **article** and, subsequently, lifts their restriction, must advise the Employer in writing.

General Holiday pay shall be included in the calculation of the part-time benefit qualifier and maintenance of same.

- 8.6 The Employer agrees to advise the Union in writing of the Employer's Weekly Indemnity and Group Insurance Plan for all eligible employees covered by this Agreement, and of such changes as may be made from time to time.
- 8.7 Should a Government institute legislation to the effect of which it is to supplement or overlap existing benefits, the parties signatory to this Agreement agree to immediately discuss modifications of the present benefits so that the total costs of the combined plans will be limited to the level outlined in this Agreement, such change to be effective as of the date the plan is altered due to the above-mentioned legislation.

8.8 Sick Leave

- (a) Full-time employees shall accumulate sick leave credits at the rate of four (4) hours for each full calendar month of employment up to a maximum of two hundred eight (208) hours. Credits shall accumulate only on full-time employment following the completion of the thirteen (13) consecutive weeks full-time employment eligibility period.
- (b) The Employer may require the employee to provide a doctor's certificate verifying any absence due to disability.
- (c) The Employer shall apply any accumulated sick leave to absence due to sickness not covered by insured Weekly Indemnity benefits (or similar benefits) and shall supplement Weekly Indemnity benefits (or similar benefits) with unused sick leave credits in an amount equal to but not to exceed the employee's normal earnings.
- (d) Employees, if found abusing this privilege, shall be disciplined by the Employer. In such cases, the Employer may discontinue or reduce the benefit of the employees. However, such cases shall be subject to the grievance procedure.
- (e) If an employee retires on pension, is permanently laid off or is totally disabled due to occupational accident, injury or illness as recognized by the Workers' Compensation Board, they shall be paid unused accumulated sick leave credits.

- (f) An employee who returns to work after absence due to illness or injury must be returned to his or her job without loss of seniority when capable of performing his or her duties.

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

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

- (g) The Employer agrees to comply with Provincial Legislation which applies to the accommodation of disabled employees. The Union and the Employer agree to review together, on an individual basis, the cases of employees who become disabled and are unable to perform their regular job duties.
- (h) An employee's sick leave credits will be shown on their pay stub.

8.9 Workers' Compensation

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

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

8.10 Employee **Accommodation**

The Employer and the Union endorse the principles contained in the Alberta Human Rights Act, which includes a prohibition of discrimination based on disability. The Employer further acknowledges its Duty to Accommodate and the role of the Union in the accommodation process, where appropriate.

- (a) When an employee is unable to perform their regular job due to occupational or non-occupational accident or illness ***or requires accommodation due to a disability***, the Employer and the Union agree to work together to find suitable alternate rehabilitative work for the employee within the bargaining unit, ***consistent with the duty to accommodate***.
- (b) Further to the above, the parties agree to the following steps:
 - (i) Hold Joint Labour Management meetings as required to discuss the administration of modified work.
 - (ii) When there is a meeting with the WCB Case Manager, Safeway Operations' ***Integrated Health Management Abilities*** Specialist, and

the employee ***where modified work and/or return to work programs are being discussed, the employee shall have the right to the presence of a Union Steward and/or Union Representative if the Union Representative is readily available.***

- (iii) The Employer agrees to a process of sending an email to the Store Manager, to be forwarded by the Store Manager to the employee and the employee's immediate Supervisor. The Union will be copied on the emails. The emails will outline the following:
 - (1) Employee's name, department, and store number.
 - (2) The estimated time period for the modified work.
 - (3) The restrictions (physical and time).
- (c) The Employer will give the Union ninety (90) days' notice of its intention to terminate an employee for absence due to illness or injury. A copy of the notice will be mailed to the employee's last known address.
- (d) ***All parties are committed to maintaining the privacy of employees seeking accommodation to the greatest extent possible.***
- (e) ***An employee who returns to work after absence due to illness or injury must be returned to their job without loss of seniority when capable of performing their duties.***

8.11 Long Term Disability

The Employer shall bear 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 **sixty-five** (65), the employee's retirement date at which he/she 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.

8.12 Medical Report

The Employer agrees to pay the full cost for the report required by the Employer for Weekly Indemnity benefits to a maximum of fifty (\$50.00) dollars. The employee shall submit a **receipt** to the Employer. The Employer will pay the reimbursement described above to a maximum of three (3) reports related to a specific claim.

The Employer agrees to notify the Union when the number of medical reports associated with one (1) claim exceeds three (3). Upon request, the Employer and the Union will review the claim.

8.13 Physical Examinations

Where the Employer requires an employee, or applicant for employment to take a physical examination, or related examinations, doctor's fees for such examinations shall be paid by the Employer. The first (**1st**) such examination shall be taken on the employee's own time. Any examination which is a direct follow-up to the first examination shall be taken on the Employer's time without loss of pay.

8.14 **Substance Addictions** and Mental **Health**

The Employer recognizes that **substance addictions** and mental illness are illnesses which **may** respond to therapy

and treatment **and the Employer commits to assist employees in recovery. All parties recognize that employees must be fit for duty when they attend work. Employees who feel they need help to address substance addictions or mental illnesses are encouraged to speak to either Management or the Union, and they will be directed to the Employer's Employee Assistance program, which includes:**

- **Professional, immediate, and local guidance and counselling opportunities;**
- **Provide a list of local treatment facilities and programs;**
- **A survey of and listing of local community supports and services.**

An employee so affected shall:

- (a) Recognize **their** obligation to seek recognized medical treatment when **their** illness has an adverse affect on **their** ability to satisfactorily perform the regular duties assigned to **them**, and
- (b) Agree to faithfully maintain any course of recognized medical treatment or therapy prescribed for **them**.

If the employee does not respond to treatment within a reasonable period of time or the employee is unable to satisfactorily perform the regular duties assigned to them following treatment, the Employer shall have the right to terminate the employee subject to the grievance and arbitration procedure.

The Employer further acknowledges its Duty to Accommodate and the role of the Union in the accommodation process, where appropriate. The Employer will endeavor to provide flexibility around scheduling and leaves of absence upon request and in accordance with the Collective Agreement.

The parties recognize the social stigma associated with addictions and thus are committed to a heightened responsibility to maintain the confidentiality of individual employees dealing with addictions and addiction related issues.

8.15 Alberta Retail Meat Industry Dental Plan

- (a) The Employer agrees to participate in and contribute to the Alberta Retail Meat Industry Dental Plan.
- (b) Effective the first (**1st**) of the Employer's four (4) or five (5) week accounting period following March 15th, 2015, the Employer will contribute to the dental plan forty-three (\$0.43) cents per hour to a maximum of seventeen dollars twenty cents (\$17.20) per week for all hours paid by the Employer to members of the bargaining unit (hours paid shall include hours worked, vacation, General Holidays, sick days (not including Weekly Indemnity), jury duty, bereavement leave, etc.) up to a maximum of forty (40) hours per week.
- (c) The Employer and the Union agree to the original method of selection of Employer and Union trustees to administer the plan. It is agreed that the terms of

the plan and its administration will be entirely the responsibility of these original trustees or their valid replacements, provided that the plan is administered consistently with this Collective Agreement subject to any applicable government law or regulation and with the intention of meeting all of the requirements for continued registration under the Income Tax Act of Canada. Subject to the foregoing, the Employer and the Union agree to be bound by the actions taken by the Employer and the Union trustees under the plan.

The hourly contribution rate which is paid by the Employer to fund the dental plan will not be paid on part-time vacation pay.

8.16 Health and Welfare Trust

The Employer agrees to have a Part-Time 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 2020-August 2021);*
- ii. Effective August 15th, 2021, a temporary adjustment for years 2, 3 and 4 (August 2021-August 2024) of the contract to ten (\$0.10) cents.*
- iii. Effective August 11th, 2024, returned to twenty-five (\$0.25) cents for the final year of the contract.*

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 8.15. 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.

Article 9 – Pension Plan

- 9.1 The Employer agrees to participate in and contribute to the Canadian Commercial Workers' Industry Pension Plan (C.C.W.I.P.P.).
- 9.2 (a) **Effective July 1st, 2015**, the Employer agrees to contribute to the Canadian Commercial Workers Industry Pension Plan one dollar **forty-five** (\$1.45) 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 work week. The maximum number of hours for which contributions are to be made in a week is the maximum number of hours of the basic work week 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>
<i>Less than 2 years</i>	<i>0¢ per hour</i>
<i>*2 years but less than 8 years</i>	<i>22¢ per hour</i>
<i>8 or more years</i>	<i>40¢ per hour</i>

****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 (1) 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 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) Effective January 1st, 2002, 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** 9.2 (a) (e.g. an employee having worked or been paid for a 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).

- (c) The above rates of contribution shall be in addition to any obligation which the Employer may have to the C.C.W.I.P.P. 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 weekly contribution for each employee, and the number of hours worked or paid according to the above (a) to (c), 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 at the rate established by the Trustees on all contributions not remitted as stipulated above.

Article 10 – Severance/Demotion to Lower Rate of Pay

10.1 Severance Pay on Closing of Store

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

Full-time Consecutive Service – Severance Pay

Up to two (2) years	One (1) week
Over two (2) years	One (1) weeks pay for every year of full-time service to a maximum of twenty (20) weeks.

This **article** does not apply to a temporary lay-off; full-time employees who accept other full-time or part-time employment with the Employer, or to regular full-time employees who lose employment and are reinstated within thirty (30) days to full-time status.

Employees who qualify shall not be entitled to the following benefits contained in Article 10.3 pertaining to normal termination.

- 10.2 Termination notice to be given in writing to become effective from the date the employee receives such notice.
- 10.3 Employees regularly working full-time reduced to part-time who terminate or are terminated within three (3) months of the date of their reduction to part-time, shall be given whatever pay in lieu of notice they were entitled to immediately prior to the date of their reduction to part-time.
- 10.4 This **article** shall not be deemed to invalidate an employee's right under Article 16 – Grievance Procedure.
- 10.5 Part-time employees upon termination by the Employer, except employees terminated for **just** cause, shall receive notice or pay in lieu of notice pursuant to the Employment Standards Act of Alberta.

Article 11 – Seniority

11.1 (a) Full-Time Status

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

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

(b) Part-Time Status

A part-time employee is one who works fewer hours than those set out above. Seniority for part-time employees shall be defined as length of continuous service with the Employer in the bargaining unit.

When two (2) or more employees are hired into the same job classification on the same date in the same Agreement area, the Employer shall designate the relative seniority on the date of hire.

- 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.

11.3 Application for Full-Time Employment/Increase in Hours

Part-time employees who desire to become full-time employees or increase their hours of work shall inform the Employer, in writing with a copy to the Union. When a full-time position becomes available it will be filled by the most

senior applicant in the respective classification provided that the senior applicant has the necessary qualifications and ability to perform the full scope of the job. All applications must be made on the understanding the employee will accept a work assignment in any of the Employer's stores within the area covered by this Agreement.

11.4 Full-Time Positions 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.

11.5 Part-Time Employees – Exercise of Seniority

A part-time employee with over two (2) years seniority whose hours of work are reduced to zero (**0**) for more than four (4) consecutive weeks shall be able to exercise their seniority over the most junior employee in the bargaining unit in their own classification provided they have the necessary qualifications and ability to perform the required work.

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 Employer on that date.

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

- (a) Employee voluntarily resigns or is terminated.
- (b) An employee who fails to return to work after lay-off in accordance with the recall procedure (Article 11.8(c)), the Employer reserves the right to temporarily fill the position until the recalled employee reports.
- (c) Employee has not been on the active payroll of the Employer for a period of nine (9) consecutive months except for approved leaves of absence.

11.7 The Employer agrees to notify the Union prior to all layoffs, reductions to part-time, and recalls of employees. The Employer will provide notice of termination of an employee to the Union with seventy-two (72) hours (excluding long weekends). The Shop Steward will be notified the day of termination.

11.8 Recall Rights

Employees regularly working full-time who are laid off or reduced to part-time in accordance with the above provision shall be called to work in order of length of service provided:

- (a) They are capable of performing the work.
- (b) No more than nine (9) months have elapsed since the last day worked by the employee. A full-time employee who has been laid off can decline a part-

time job without losing his/her seniority rights for a period of up to nine (9) months.

- (c) The Employer shall notify the Union if they cannot contact an employee with seniority by registered mail, and shall provide the Union with the last known address and telephone number of such employee in order to ensure that every endeavor has been made to call the employee to work. If the Union is unable to contact the employee within ten (10) working days immediately following receipt of advice from the Employer or if the employee is contacted and refuses the employment without proper and sufficient reason by the end of the ten (10) day period, the employee will be dropped from the Seniority List. The nine (9) months or the ten (10) days deadline, respectively, shall be extended if upon recall an employee is unable to report due to illness or accident. Any extension granted shall only be for the duration of the illness or incapacity from accident and the Employer may require the employee to provide written confirmation from a doctor of such illness or accident.
- (d) Such employee rehired within nine (9) months of their layoff shall retain their previous length of service for the purpose of this article.

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 they are 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.

11.11 Change of Status

The Employer changing an employee's status from full-time to part-time agrees that it will be done on the following basis:

Sixty (60) days to one (1) calendar year of service	One (1) weeks notice
One (1) or more years of service	One (1) weeks notice for each year of service to a maximum of three (3) weeks

11.12 Transfers

- (a) When an employee is transferred to another store during their work shift, they shall be paid for all time spent enroute from one (1) store to the other and will be paid the bus fare. In cases where an employee uses their own vehicle the following shall apply:

The employee is transferred to another store during their work shift, they shall be paid the mileage rate that conforms to Employer policy which presently amounts to forty-five (\$0.45) cents per kilometer. It is also understood that this amount may be changed from time to time according to Employer policy.

(b) Inter-Department Transfers

In staffing new departments, the Employer shall first look to present employees before hiring new staff. Those employees who wish to be considered for new

departments or who wish to transfer into another department shall inform the Human Resource Manager, in writing, with a copy to the Union. Employees who have applied to work in another department shall be listed and considered in order of their seniority with the Employer.

When an employee transfers from one (1) department to another, they will be given a trial period of two hundred (200) hours to demonstrate that they can perform the normal functions of the job in a competent manner. If the employee does not meet the requirements of the job, the employee will revert to his/her former position

- (c) Meat, Deli, and Fish Clerks wishing to become a Meat Cutter Apprentice shall inform the Employer in writing and such employees shall be given first consideration for any such full-time apprentice vacancy on the basis of seniority of the employees who have so applied. It is understood that applicants from the full-time Meat, Deli, and Fish list will be given preference, by seniority, over part-time applicants. An employee commencing on the Meat Cutter apprenticeship program shall be given a trial period of up to four hundred eighty (480) hours of actual work and during such trial period shall retain his or her seniority as a Meat, Deli, or Fish Clerk only for purposes of transferring back during this period by reason of the employee being unsuitable for the job, or the employee wishes to transfer back of their own volition.

Seniority rights in the Meat, Deli, and Fish Clerk list shall also be retained during the apprenticeship period

in the event the employee is affected by a lay-off for lack of work.

Upon demonstrated ability to perform the full scope of the job proportionate to their experience to no greater or lesser degree that would be required from any other apprentice, the employee shall be transferred after the trial period and placed on the appropriate seniority list as of the date of the original transfer. Such employee who has achieved the top rate within their classification shall receive no less than sixty-five (65%) percent of the Journeyman Meat Cutter wage. An employee who has not achieved the top rate within their classification may be pro-rated provided that such pro-ration does not result in a reduction.

(d) From Another Bargaining Unit

An employee requesting a transfer into another Safeway Operations retail bargaining unit represented by UFCW **401 Meat North** and/or UFCW 401 Meat South shall do so in writing to the Human Resources Department with a copy to the Union. Should the request be denied, the employee will receive notification in writing.

When an employee requests a transfer into another Agreement area and the transfer is approved by the Employer, such employee shall be placed at the bottom of the seniority list in the area to which the employee has been transferred.

When an employee is transferred into another Agreement area in Alberta from this Agreement area at the Employer's request, such employee's seniority

in the area to which they are transferred shall be transferred with them.

An employee transferred from another province into this Agreement shall be placed on the bottom of the seniority list with the exception of Dawson Creek, Cranbrook, and Fort St. John, British Columbia.

In the cases above, the employees will retain their original employment date and all earned benefits they have previously qualified for providing that not more than thirty (30) days has elapsed from their last day worked unless the employee received a pre-approved leave of absence. This will also apply to employees who relocate on their own to obtain employment with the Employer and are rehired by the Employer within ninety (90) days of their last day worked.

Before an employee is transferred to another bargaining unit or hired for the purpose of assuming the Department Manager position in that bargaining unit, and if such transfer or hiring will result in the lay off or reduction in hours of an employee in that bargaining unit, the Union and the Employer shall meet and resolve the matter.

- (e) ***Employees desirous of being located in a certain area or another store in their bargaining unit shall notify the Employer in writing with a letter to the Human Resources Department and a copy to the Store Manager. The Employer will provide an acknowledgment of receipt of the request to the Union and the affected member.***

The Employer will provide the Union with a list of all employees that have requested a transfer electronically on a quarterly basis when they provide the seniority report.

- (f) If a vacancy arises in any of the stores covered by this Collective Agreement, in a particular bargaining unit covered by this Collective Agreement, the Employer will give full consideration to the transfer requests of those employees from that bargaining unit.***
- (g) Employees shall be given fourteen (14) days notice of transfer from one store to another. The foregoing notice shall not apply when an employee is asked to transfer immediately to fill a vacancy created by the unplanned absence of another employee.***
- (h) The employee may question their contemplated or proposed transfer. Said employee shall first discuss the matter with their Store Manager or District Manager. If no solution to the issues connected with the proposed transfer can be found, then a meeting (between the affected employee, the Store Manager, or District Manager, the Human Resources Advisor, and a full-time Representative of the Union) will be arranged prior to the transfer to resolve the matter.***
- (i) No employee will be required to accept a transfer to a store or location outside the bargaining unit.***

- (j) Where an employee is transferred from one (1) store to another within the bargaining unit, they maintain their seniority as per Article 11.1.**
- (k) The aforesaid shall not be deemed to exclude the recognized function of Management to transfer employees where it is essential to maintain proper operation of the business.**
- (l) An employee permanently transferred into a classification with lower wage scales will be assigned the wage rate corresponding to their career hours and will carry their career hours into the new classification.**
- (m) 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.**
- (n) Transfers to New Departments - An employee will not be compelled to accept a transfer to a new department where the new rates of pay will result in the employee experiencing a wage reduction.**

11.13 Competitors Opening

- (a) When a competitor opens a new store and the weekly hours worked in a scheduling group in the affected store(s) of the Employer are reduced, the reductions in hours worked by part-time employees will occur in the following order:

- (i) Part-time hours of work in a scheduling group will be reduced for pre-March 17th, 1993 employees and post-March 17th, 1993 employees, on a shared basis, in accordance with the following formula:
 - (1) 50% from post-March 17th, 1993 employees
 - (2) 50% from pre-March 17th, 1993 employees
- (b) The Employer may reduce hours set out in (a) above commencing the Sunday following the first week ending in which the affected store's **"twenty (20) weeks average"** weekly sales figure.
- (c) When the hours of part-time employees increase in those stores previously affected by a competitor's opening, the weekly hours of work shall be restored to pre-March 17th, 1993 and post-March 17th, 1993 employees in the following order:
 - (1) 50% to post-March 17th, 1993 employees
 - (2) 50% to pre-March 17th, 1993 employees
- (d) When a competitor's opening has resulted in a reduction in the weekly hours worked by a pre-ratification part-time employee, the Employer will, upon request of the employee and subject to acceptable solutions being found, transfer the employee so that they may increase their hours of work. The Union and the Employer will meet to discuss any application for transfer and determine a solution. Preference will be given to pre-March 17th,

1993 part-time employees who are working a weekly schedule of hours which is less than their base hours.

Application for transfer as described above may be made for a period of one (1) week after the competitor's new store has been opened for two (2) months.

- (e) Hour reductions that occur within a specific scheduling group will be implemented in such a manner that no pre-March 17th, 1993 employee will be scheduled to work less than their base hours when other pre-March 17th, 1993 employees are working in excess of their base hours.

11.14 Store Closure

In stores receiving transferred sales in the case of a store closure, the additional hours of work that result will be fully dedicated to the pre-March 17th, 1993 senior employees from the closed store.

Additional weekly hours of work will be those that exceed those worked in the previous four (4) weeks of normal operation. Other pre-March 17th, 1993 employees who were working in the closed store will be transferred to a new home store in which they can exercise their seniority to work toward achieving their base hours.

When a pre-March 17th, 1993 part-time employee is transferred to another store, seniority will govern in the achievement of the employee's base hours.

Article 12 – Scheduling

12.1 Definitions

“Base Hour Employee” means a part-time employee, with unbroken service, hired before March 17th, 1993.

“Base Hours” means an employee’s base hours as calculated under the 1997 Collective Agreement.

“Unrestricted Part-Time Employee” means a part-time employee who is available to work any shift normally worked in his/her Department, three (3) days per week; Monday to Friday, plus Saturday, Sunday and General Holidays. Employees hired before July 1987 will not be required to be available for Sundays.

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

12.2 Scheduling Groups

- (a) Meat Department (Meat Cutters, Meat Clerks)
- (b) Deli Department
- (c) Fish Department
- (d) Chinese Kitchen

12.3 Scheduling

- (a) In the ordinary course of business, the order of scheduling hours within each scheduling group will be:

- (i) Full-time employees to the extent of their basic work week
 - (ii) Unrestricted part-time employees
 - (iii) Restricted part-time employees
- (b) Unrestricted Base Hour employees will be scheduled more hours than other part-time employees in their classification, in their department, and no less than their base provided there are hours available in their classification in their department after the full-time employees have all been scheduled and the employee has indicated availability to work those hours.
- (c) Unrestricted part-time employees will be scheduled before restricted part-time employees (i.e. unrestricted part-time employees will be scheduled to work more hours than restricted employees).
- (d) Subject to the above paragraphs (a) through (c), in scheduling part-time employees:
- (i) Part-time employees will be given preference in available weekly hours in their store, in their department, and in their scheduling group in accordance with their seniority. The foregoing is not meant to restrict the Employer where, due to operational efficiency, it is necessary to use interdepartmental scheduling. Where interdepartmental scheduling is used, employees who are regularly scheduled in one **(1)** department will be assigned scheduled

shifts/call-ins in their department before employees from other departments.

- (ii) Senior part-time employees within a classification and a department will be given the opportunity to work their hours for the week in a fewer number of days.
- (e) A part-time employee relieving a Deli Manager for vacation purposes and other short term absences up to a maximum of three (3) weeks may receive more hours in their department in their store than more senior part-time employees where the senior part-time employees are neither desirous or capable of performing the relief work.
- (f) ***A provision shall be made for a fair rotation of employees (including Department Managers) when stores are open for night shopping. For the purpose of this article, an evening shift is deemed to be a shift that ends after 6:30 p.m. The intent of this language is to ensure employees are scheduled evening/closing shifts on a fair rotation basis provided it is practical for store operation. Where there are issues regarding fair rotation (including the scheduling of Department Managers), the Employer and the Union agree to meet to discuss a solution.***
- (g) Interval Between Shifts

There shall be an interval of not less than ten (10) hours between shifts for all employees. An employee who is not allowed ten (10) hour intervals between shifts shall be paid the rate of time and one half (1 ½

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) hours worked). That employee is entitled to pay as follows: the first two (2) hours at time and one half ($1 \frac{1}{2} X$), the next six (6) hours at regular time and the last two (2) hours at time and one half ($1 \frac{1}{2} X$) because these hours exceed eight (8) in one day.

(h) Transfer Between Scheduling Groups

The Employer may transfer an employee between scheduling groups to provide relief and additional help after all part-time employees within that scheduling group have been given the opportunity to work the available shifts up to the point of being scheduled overtime.

(i) Consecutive Days Off

The Union and the Employer recognize that the scheduling of consecutive days off combinations varies from store to store in accordance with the operational requirements of the department and the preferences of the employees.

Contingent on the continuing operational and staffing requirements of the department, the weekly work schedule will provide full-time employees with their current pattern of days off.

Further, in those Meat Departments employing five (5) or more full-time employees, each full-time employee will be entitled to be scheduled consecutive days off once every four (4) weeks.

In Deli Departments, a full-time employee will be entitled to be scheduled consecutive days off once every four (4) weeks.

- (j) Employees will not be required to work more than seven (7) consecutive days unless they are relieving in the event of unscheduled absence of other staff or affected by emergencies as indicated in Article 12.5. Subject to the foregoing, where an employee has been scheduled to work more than seven (7) consecutive days and approaches Management to request that the schedule be changed, Management will change the schedule so the employee does not work more than seven (7) consecutive days. It is understood that the employee will make the request a minimum of seventy-two (72) hours prior to the eighth (8th) scheduled work day.

(k) Request for Time Off

Full-time employees who have a specific request for time off in the evenings shall inform the Employer in writing of the specific evenings that they are requesting. Employees cannot request more than two (2) evenings per week. Subject to operational needs, requests will not be unreasonably denied. These requests for time off will not exempt employees from the requirements under Article 12.3 (f).

(l) The Employer agrees that they will fully comply with any law requiring that employees be given time off to vote.

(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.

(o) Canmore Only

Part-time employees may be offered seasonal full-time jobs in order of seniority until the full-time jobs that are required are filled. These employees may work a weekly full-time schedule for the period commencing the week in which Good Friday falls and finishing Saturday of the weekend following the Labour Day weekend. These employees will be returned to their previous part-time status the Sunday following the Labour Day weekend. The Employer may introduce other incentives based on market conditions to aid in staffing.

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 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 (**1st**) Sunday in September (with a two (2) week leeway before and after);
- (c) 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.

A restricted employee must be available anytime on Sundays subject to Article 12.8. A restricted employee hired after March 12th, 2015 must be available anytime on Sundays and one (1) other shift during the week.

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

12.5 Posting of Schedules

The Employer shall post the weekly work schedule for all employees not any later than Saturday noon (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 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 endeavour 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.

12.6 Reduction of Hours

The Employer shall not reduce the weekly hours of work of an unrestricted employee for the purpose of replacing those hours with an employee at a lower rate of pay.

Where adjustments to the schedule are necessary, wherever possible, they shall be made in such a way as to minimize the reduction of hours of senior employees.

The foregoing will not limit the ability of the Employer to provide optimum service to retail customers.

12.7 Maximum and Minimum Weekly Hours

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

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

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

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

The twelve (12) hour minimum is not meant to be a maximum.

12.8 Sunday Work

- (a) Sunday work shall be considered the first (1st) day of the employee's basic work week for all purposes of this Collective Agreement.**
- (b) Subject to [Sunday work (c) below] all employees will be required to be available for Sunday work.**
- (c) Sunday work will be voluntary for employees whose hire date makes them eligible to restrict Sundays (hired prior to August 1st, 1987). These employees will have the opportunity to notify the Employer of any change to their availability for Sunday work four (4) times a year - January 1st, April 1st, July 1st and October 1st.**
- (d) Sunday work shall be rotated among those available.**
- (e) If sufficient employees are not available to work on Sundays, the Employer shall have the right to schedule hours according to "reverse seniority" provided the employee has the ability to perform the work required. For the purpose of scheduling available weekly hours of work, hours worked on Sunday shall be included in a part-time employees' regular weekly schedule.**
- (f) In addition, employees who have not restricted their Sunday availability may request Easter Sunday off. Such requests must be submitted in**

writing to the Store Manager four (4) weeks before Easter Sunday.

12.9 Sunday Premium

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

12.10 Call-ins

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

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

Notwithstanding the foregoing, part-time employees will be allowed to work a weekly schedule which exceeds twenty-eight (28) hours when they answer call-ins due to the absence of other staff.

Part-time employees in the same classification and department who perform the same job will be entitled

to be called in for extra shifts in order of seniority, provided that once a senior employee's scheduled weekly hours and call-in shifts worked exceed twenty-eight (28) hours for that week, then junior employees shall be entitled to call-in shifts on the foregoing basis.

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

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

- (c) An employee who does not want to receive call-in shifts can indicate this on their Availability Form. Such indication will waive their rights to receive call-ins under this article.
- (d) Subject to (a), (b), and (c) above, employees will be called in order of seniority.

- (e) All employees who are called in shall have their additional hours posted on the schedule in red ink as call-in hours.
- (f) All employees called in and who report for work, if required to work less than four (4) hours, shall receive four (4) hours pay at their regular hourly rate.

Article 13 – Union’s Recognition of Management’s Rights

13.1 The Union agrees that the Management of the Employer including the right to plan and direct and control store operations, the direction of the working force, the discharge or discipline of employees for **just cause**, the right to hire employees, are the sole rights and functions of the Employer. Those matters requiring judgment as to competency of employees are also agreed to be the sole right and function of Management, subject, however, to discharge of employees on grounds of alleged incompetence being processed under Articles 16 and 17 of this Collective Agreement.

The parties agree that the foregoing enumeration of Management’s rights shall not be deemed to exclude other recognized functions of Management not specifically covered by this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.

The exercise of the foregoing shall not alter any of the specific provisions of this Agreement.

Article 14 – Union Security

14.1 Union Stewards

The Employer agrees that Union Stewards will not be transferred (except with the consent of the employee involved) to another store, providing the Union supplies the Employer with a current list of the Union Stewards in writing, identifying those protected and their locations, within thirty (30) days of ratification of this Agreement and when the list changes.

Shop Stewards in a store will be recognized for administering the transfer portion of this article according to the following formula. It is understood these transfer protection numbers will apply to a single store unit and the number shall be shared between the Retail contract and the respective Meat and Deli contract.

<u>No. Of Members in a Store</u>	<u>No. Of Shop Stewards</u>
Up to 75	4
76 to 150	5
151+	6

It is understood that within a store only one (1) Union Steward per department may be protected from transfer, with the exception of a maximum of two (2) protected Union Stewards from the Clerk-Cashier classification and a maximum of two (2) protected Union Stewards from the General Clerk classification.

The above will not apply to Union Stewards who are Meat Managers, Assistant Meat Managers, Deli

Managers, Assistant Deli Managers, and Seafood Managers.

14.2 New **Member** Orientation

Shop Stewards and/or Union Representatives will be allowed to introduce themselves to new employees on shift after receiving permission from the Store Manager, or their designate, of which permission will not be unreasonably withheld. Such time will not exceed thirty (30) minutes and shall not unduly interfere with the employee's regular duties. The meeting shall take place in the conference/community/lunch room of the store at which the employees are employed. Employer Officials, Managers, and anyone excluded from the bargaining unit shall not be present at this meeting.

Upon request to the Store Manager, or their designate, a Shop Steward shall receive a list of all new employees in all departments covered by the Collective Agreement.

14.3 Union Store Visits

Duly authorized Representatives of the Union shall be entitled to visit the store during working hours after notifying the Store Manager or person in charge of operations during their absence. The purpose of the visit is to observe working conditions, interview members, and discuss Union business. Another purpose that visits have is to ensure that the terms and conditions of the Collective Agreement are being complied with.

If the visit will occur during a time when the store is not open to the public and Management is not normally

present, the Union Representative will notify the Store Manager or the First Assistant Manager during their working hours in advance of the visit. The parties recognize that, in exceptional circumstances where advance notice is not possible, the Union Representative will notify the person in charge of the store upon arrival.

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

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

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

14.4 Union Leave

Provided the operational needs of the store can be met, the Employer agrees to allow time off work without pay for delegates selected to attend seminars, Union conventions, Union business, and to attend negotiations up to six (6)

months and any extension mutually agreed upon up to a maximum of a further six (6) months to attend to Union business.

The Union will give the Employer a minimum of two (2) weeks' notice. No request will be unreasonably withheld. Where the Union requests information about the denial of a request for leave, the Employer will provide an explanation. Time spent on Union business by employees, where the Employer is reimbursed by the Union, shall be considered as time worked for all purposes under the Collective Agreement.

14.5 Schedules/Time Cards

Union Representatives and Shop Stewards (on their own time) shall be permitted to review the Hours of Work Schedules and Time Cards and in the event of any discrepancies, they shall be presented under Article 16 of this Agreement.

14.6 Bulletin Boards

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.

14.7 Notices

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

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

14.9 Union Decal

The Employer agrees to display either the official Union Market Card or Decal of the United Food and Commercial Workers Canada Union, Local No. 401 in a location where it can be seen by the customers. The size of such cards or decals shall be first approved by the Employer.

14.10 The Employer will provide the Union with the following seniority lists on a quarterly basis, and also within three (3) days of a request.

- (a) Full-time Meat Cutters (including Head Meat Cutters, Assistant Head Meat Cutters, and Apprentices).
- (b) Full-time Meat, Fish, and Delicatessen Clerks.
- (c) Full-time Chinese Kitchen Cooks (including Chefs).
- (d) Part-time Meat Cutters.
- (e) Part-time Meat, Fish, and Delicatessen Clerks.
- (f) Part-time Chinese Kitchen Cooks.

14.11 Education Fund

Effective January 1st, 1995 the Employer will contribute thirteen (\$0.13) cents per hour to the United Food and Commercial Workers Canada Union, Local No. 401 Education and Training Fund.

The contribution base will be those hours that are used for the remittance of dental contributions.

Article 15 – Discipline and Discharge

15.1 *When an employee's work performance or conduct is such that it may or does lead to discipline or discharge and is the subject of a discussion or meeting between the employee and the Employer, the Union Steward shall be present. In the absence of a Meat Steward, the Employer shall use a Retail Steward or vice versa. In the event that a Steward is not available at the time, the Employer shall attempt to contact the store's Union Representative and advise them at least twelve (12) hours in advance that a disciplinary meeting will be held. In the event that the person contacted is not available for the meeting, another member of the bargaining unit shall be selected by the employee.*

In the event that a Shop Steward or Union Representative is not available at the time, an employee may be suspended pending the disciplinary meeting and any time lost can be the subject of a grievance.

An employee who wishes to be unrepresented during one (1) of the situations above, may only do so after

consultation with a Shop Steward or Union Representative.

15.2 The parties agree to the following items with respect to Union representation for meeting with employees who have been suspended pending further investigation:

(a) Should an employee be suspended from the workplace and called back for an interview, the Union will be notified of the time and date of the interview so that the Union Representative knows when to attend.

(b) If a Representative of the Union is not able to attend, the Union Steward shall be present for the interview.

(c) It is understood that if a suspended employee is called back for a meeting in which they will not be interviewed further and only issued a discipline/termination notice, Article 15.1 shall apply.

(d) The parties agree that all investigations occurring while an employee is suspended pending the completion of investigation will be conducted as expeditiously as possible in the circumstances.

15.3 Reprimands

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

posted document. The discussion of a negative shopper report will be handled in a confidential manner.

15.4 Customer Service

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

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

15.5 *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.*

15.6 *If a Union Shop Steward is the subject of a disciplinary investigation or discipline, a Union Representative will be present for the investigation and issuance of discipline. The Union agrees to make Representatives readily available so as not to delay this process unduly. If a Union Representative is not readily available, the Union Shop Steward may be suspended pursuant to Article 15.2 and any time lost may the subject of a grievance.*

15.7 *Employees will be informed of the reason for their reprimand, suspension or termination and the Union will be notified in writing of same.*

Article 16 – Grievance Procedure

- (a) Any complaint, disagreement, or difference of opinion between the Employer and the Union or the employees covered by the Agreement which concerns the interpretations, application, operation, or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.**
- (b) Any employee, the Union, or the Employer may present a grievance. Any grievance which is not presented within thirty (30) days following the event giving rise to such grievance or the last day worked in the case of a dismissal, shall be forfeited and waived by the aggrieved party. Time limits are mandatory and final and may be extended by mutual agreement with written confirmation.**
- (c) All grievances, except those submitted by the employee to their immediate superior or to the Union, shall be submitted in writing and shall set forth, clearly, the issues and contentions of the aggrieved party; the Employer shall then reply, in writing, to the Union's letter, setting forth their answer to the points raised in the grievance.**
- (d) The procedure for adjustment of grievances and disputes by an employee shall be as follows:**

 - (i) By a discussion between the employee, the Shop Steward, or Union Representative and the employee's immediate superior and/or Store Manager. If satisfactory settlement cannot be reached then:**
 - (ii) The Union Representative(s) may submit a written grievance and take up the matter with the**

Employer's official designated by the Employer to handle labour relations.

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

Article 17 – Arbitration

- 17.1 All grievances that cannot be settled by the Representatives of the Employer and the Union in accordance with Article 16 may be submitted to a single Arbitrator as set out below.
- 17.2 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.
- 17.3 The arbitrator shall not be vested with the power to change, alter, or modify any of the terms of this Agreement.
- 17.4 No person shall serve as an arbitrator if they are involved or directly interested in a grievance.
- 17.5 The decision of the arbitrator shall be binding and enforceable to all parties.
- 17.6 It is agreed that the expenses of the arbitrator shall be borne equally by both the Union and the Employer.

Article 18 – Working Conditions General

18.1 Food Safety, Occupational Health and Safety Whistleblower Protection

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

No employee shall be discriminated against for reporting a food safety or occupational health and safety concern to Management in good faith.

18.2 Injurious Work Requirements

If an employee believes the amount of work they are required to perform is in excess and over what is required from the rest of the staff in the same classification, the question shall be referred to Article 16 – Grievance Procedure.

If an employee believes the work they are required to perform will result in an occupational accident or injury to them, the question will be referred to Article 16 – Grievance Procedure.

18.3 Store-Level Joint Work Site Health and Safety Committee

The Employer will have a Joint Work Site Health and Safety Committee in each store. The purpose of this committee will be the promotion of occupational health and safe work practices in the work place.

No employee shall be discriminated against for participating in a Joint Work Site Health and Safety Committee or for reporting a good faith health and safety concern.

Composition

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

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

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

Meetings

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

The chairing of meetings will be rotated among the co-chairs (one (1) from the Employer Representatives and one (1) from the employee Representatives) on an alternate basis and the minutes shall be posted in the store.

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

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

Training

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

Any committee member, upon giving reasonable notice to the Employer, shall be provided time off to attend safety training programs, seminars or courses of instruction, up to sixteen (16) hours on an annual basis.

Time spent attending meetings or training

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

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

If an employee is not scheduled to work when a Safety Committee meeting is held, attendance will be voluntary. Any employee who voluntarily attends a Safety Committee meeting will be paid at the straight time rate and further, those hours paid will not result in the payment of overtime elsewhere in the day or week. In addition, there will be no minimum call-in payable pursuant to Article 12.10 for those employees who decide to attend a Safety Meeting on a voluntary basis.

Province-wide Committee

A Provincial Health and Safety Committee will be established to meet two (2) times per year, or more often if mutually agreed, to discuss and address health and safety issues raised by either party. The Committee shall be comprised of up to six (6) Representatives from all bargaining units represented by the Union. Employer Representatives will not exceed the number of Union Representatives. Employees will suffer no reduction in pay on account of service on this Committee.

18.4 Staff Meetings

Staff meetings wherever held, shall be considered as time worked and compensated for as such, except when they are dinner meetings at which attendance by an employee is on a voluntary basis. Such dinner meetings in excess of two (2) during each contract year shall be considered as time worked and paid for accordingly.

When dinner meetings are called, a notice will be posted indicating that the meetings are voluntary. A copy of the dinner meeting notice will be faxed to the Union office at time of posting.

18.5 Wearing Apparel

(a) For Meat Cutters, the Employer shall furnish and launder smocks, cotton aprons, and lugger coats for each employee.

For Meat, Fish, and Deli Clerks, the Employer will furnish a choice of either a vinyl or cotton apron for each employee. Employees choosing to wear a cotton apron will be responsible to maintain the apron in a clean and presentable condition. Employees choosing to wear a vinyl apron will leave the apron in the store to be sanitized as needed. Replacement of such aprons will be at the discretion of the Employer.

Appropriate coats will be provided for employees when working in holding coolers or freezing units or under any other conditions mutually agreed upon between Employer and Union. The number of coats supplied shall be determined by the Employer. It has

been further agreed rubber boots will be provided for clean up operations of the meat department.

It is understood and agreed that all such wearing apparel is the property of the Employer and shall not be removed from the premises of the Employer. As an exception to the foregoing, cotton aprons worn by Meat, Fish, and Deli Clerks may be removed from the premises of the Employer.

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

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

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

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

- 18.6 It shall be the duty and responsibility of both the employees and the Employer to co-operate and ensure that the tools, equipment, utilities, and conveniences used by the employees are maintained in good and safe condition. Employees shall refrain from misusing or defacing them

and any conduct which would render unsanitary any such equipment, utensil or convenience.

The Employer further agrees to furnish and supply each employee with the proper tools and equipment that are required to perform their duties. Such tools and equipment shall remain the property of the Employer, and further, such tools and equipment must remain the property of the Employer, and further, such tools and equipment must remain at all times on Employer premises.

18.7 Employee Security

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

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

Other matters relating to the employees security should be brought to the attention of Management.

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

18.8 Harassment

The Union and the Employer agree that the workplace should be free of harassment, as defined by the Employer Policy-Harassment and applicable legislation. The

Employer and the Union will cooperate with each other in preventing and eliminating harassment.

The above is subject to Articles 16 and 17 of the Collective Agreement.

The Union and the Employer agree that directing the workplace is not a form of harassment.

18.9 Non-Discrimination

The Employer agrees there should be no discrimination and the appropriate Sections of the Alberta Labour Relations Code and the Alberta Human Rights Act are hereby recognized.

18.10 Successors and Assigns

This Agreement shall be binding upon the purchaser, or transferee as provided in the applicable section of the Labour Relations Code.

18.11 Severability

If any part of this Agreement is rendered or declared invalid by reason of any existing or subsequently enacted legislation, valid government regulation or order, or by decree of a court of competent jurisdiction, the invalidation of such part of the Agreement shall not affect or invalidate any of the remaining parts hereof, and the same shall continue in full force and effect.

Article 19 – Customer Complaints and Abuse

The Employer agrees there shall be zero (0) tolerance for customer rudeness, impropriety, and abuse. No employee shall be required to continue to serve a customer who has engaged in any of these behaviours.

Management shall take proactive steps to discourage improper behaviour through the development and implementation of an appropriate and comprehensive program within one hundred twenty (120) days. The program shall be reviewed with the Union President or designate(s).

Article 20 – Employee Rights

The Employer recognizes the vital role that employees play in the success of the business. Without restricting the generality of the foregoing, the Employer agrees that all employees shall have the following rights:

- The right to a healthy and safe work environment;***
- The right to be free from discrimination, intimidation, and harassment;***
- The right to be informed of all workplace rights, obligations, policies, and rules;***
- The right to all statutory benefits, rights, and privileges;***
- The right to be treated with dignity and respect in all circumstances.***

Article 21 – Duration and Renewal

21.1 This Agreement shall be effective from **August 10th, 2020** and shall remain in force until **August 9th, 2025**, and thereafter from year to year but either party may, not more than one hundred twenty (120) and not less than sixty (60) days before the expiry date, or renewal date of such Agreement, give notice, in writing, to the other party to (a) terminate such Agreement, or (b) to negotiate revisions thereof.

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

(a) The Union serves notice of strike in accordance with the Alberta Labour Relations Code.

(b) The Employer serves notice of lockout in accordance with the Alberta Labour Relations Code.

(c) Strikes and Lockouts

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

Signed this _____ day of _____, **2020**.

For the Employer:

For the Union:

Employer Committee:

Kelsey Cole
Janos Kocsis
David McDonald
Paul Van Steenbergen
Chris Wilkes
Sean Naldrett

Union Committee:

Kevin Ali
Deb Cadmus
Tom Cantley
Blaine Desrochers
Catherine Eden
Nathan Fortin
Dorothy Gonci
Judy Hinzman
Cindy Horrocks
Peter Isiah
Cathy Logan
Teresa Ludwig
Sarah Mann
Tracy Matheson
Randy McFatridge
Shauna Mihalicz
Garry Pucci
Linda Rivard
Richard Roach
Sheena Thomson
James Williamson
Sydonne Wright
Margaret York
April Albrecht
Joe Attwood
Chris O'Halloran

This Agreement was ratified on **August 10th, 2020**.

Appendix "A"

Wages and Classifications

Meat Cutter Adjustment

All employees on the Journeyman Meat Cutter rate of pay at the commencement of the third (3rd) year of the Collective Agreement (i.e. September 13th, 1993) will receive a twenty-five (\$0.25) cent per hour adjustment.

Apprentices and those hired as at and after September 12th, 1993, must present the Employer with an Alberta trade ticket in order to qualify for the certified Journeyman or "with certificate" rates of pay.

1. Meat Clerks assigned to perform any cutting with a knife or power saw on meat or poultry, or to operate the meat grinder, shall be paid Meat Cutter rates, or such other rate as may be agreed to by the Employer and the Union. The foregoing shall not apply when such work is performed while serving a customer and a Meat Cutter is not available.
2. Meat Clerks in the Delicatessen operations shall be permitted to use knives and operate slicing machines in and for such Delicatessen operations at their regular rate of pay.
3. Meat Clerks shall not be required to lift in excess of thirty-five (35 lbs) pounds at any one time during the performance of their duties.

4. Incentives

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

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

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

Signing Bonus

All active employees on the payroll of the Employer hired prior to the date of ratification (August 10th, 2020) shall receive a two (2%) percent lump sum payment less statutory deductions based on all regular hours worked or paid at the rate earned at the time between March 19th, 2017 until the Saturday following the date of ratification (August 15th, 2020).

This amount shall be paid to all active employees within thirty (30) calendar days from the date of ratification (August 10th, 2020).

The words “on the payroll of the Employer” shall include all employees who are currently on vacation, authorized leave of absence, sick leave, injury leave, Short Term Disability, Long Term Disability, Workers’ Compensation, maternity leave, or

parental leave. Employees on a bona fide leave shall receive their signing bonus upon their return to work.

Wage Increase and Lump Sum Payments

Wage Increase

All active top rate or over-scale employees on the payroll of the Employer hired prior to the date of ratification (August 10th, 2020) shall receive a one and one half (1.5%) percent wage increase effective the Sunday following ratification (August 16th, 2020).

Lump Sum Payments

- (a) One (1%) percent lump sum payment, less statutory deductions, for all hours worked or paid in the fifty-two (52) weeks prior to August 6th, 2021 for all active top rated or over-scale employees;**
- (b) One (1%) percent lump sum payment, less statutory deductions, for all hours worked or paid in the fifty-two (52) weeks prior to August 6th, 2022 for all active top rate or over-scale employees;**

The lump sum payments shall be paid within thirty (30) calendar days from the dates set out above.

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

Off Scale

Any employee who is placed at an off scale rate as a result of the wage increases of March 15th, 2015 or March 20th, 2016 will remain at that off scale rate until their service and experience qualify them for the next higher rate in the wage scale.

Existing employees will move into the new scale in accordance with their career hours.

Appendix "A" – Wage Scales

Meat Clerks - Hired after March 12 th , 2015		
Hours	Current	August 16th, 2020
0-499	\$15.00	\$15.00
500-999	\$15.00	\$15.10
1000-1499	\$15.00	\$15.20
1500-1999	\$15.00	\$15.30
2000-2499	\$15.00	\$15.40
2500-2999	\$15.00	\$15.50
3000-3499	\$15.00	\$15.60
3500-3999	\$15.00	\$15.70
4000-4499	\$15.00	\$15.80
4500-4999	\$15.00	\$15.90
5000-5499	\$15.15	\$16.00
5500-5999	\$15.50	\$16.10
6000-6499	\$15.85	\$16.20
6500-6999	\$16.20	\$16.30
7000-7499	\$16.55	\$16.55
7500-7999	\$16.90	\$16.90
8000-8499	\$17.25	\$17.25
8500-8999	\$17.60	\$17.60
9000-9499	\$17.95	\$17.95
9500-9999	\$18.30	\$18.30
10000+	\$20.90	\$21.21

Hours Pre June 21, 2003	Current	August 16th, 2020
Meat Cutter 10000+ hours	\$26.15	\$26.54
Overscale	\$26.95	\$27.35

- Includes Meat Clerks, Fish Clerks, Deli Clerks, Chinese Kitchen Cooks and Sushi Chefs

Meat Cutters – POST – June 21st, 2003

Hours Pre February 26 th , 2008	Hours Post February 26 th , 2008	Current	August 16th, 2020
5000	0	\$15.00	\$16.50
5500	500	\$15.35	\$16.85
6000	1000	\$15.85	\$17.35
6500	1500	\$16.35	\$17.85
7000	2000	\$16.85	\$18.35
7500+	2500+	\$24.50	\$24.87
Overscale		\$25.30	\$25.68

Hours Pre February 26 th , 2008	Hours Post February 26 th , 2008	Current	August 16th, 2020
3000	0	\$15.00	\$15.00
3500	500	\$15.00	\$15.10
4000	1000	\$15.00	\$15.20
4500	1500	\$15.00	\$15.30
5000	2000	\$15.00	\$15.40
5500	2500	\$15.00	\$15.50
6000	3000	\$15.00	\$15.60
6500	3500	\$15.00	\$15.70
7000	4000	\$15.00	\$15.80
7500	4500+	\$22.50	\$22.84
Overscale		\$23.30	\$23.65

Hours Pre June 21 st , 2003	Current	August 16th, 2020
Meat Cutter 10000+ hours	\$24.10	\$24.46
Overscale	\$24.90	\$25.27

	Current	August 16th, 2020
Meat Manager	\$28.92	\$29.35
Assistant Meat Manager	\$28.20	\$28.62
Deli Manager	\$27.32	\$27.73
Assistant Deli Manager	\$25.90	\$26.29
Fish Department Manager	\$25.40	\$25.78
Chinese Kitchen Manager	\$25.40	\$25.78

Hours Post June 21 st , 2003	Current	August 16th, 2020
Assistant Deli Manager	\$26.10	\$26.49

Canmore Scales

Sales/Service Clerks - Hired after March 12 th , 2015 Canmore		
Hours	Current	August 16th, 2020
0-499	\$15.00	\$15.00
500-999	\$15.00	\$15.10
1000-1499	\$15.00	\$15.20
1500-1999	\$15.00	\$15.30
2000-2499	\$15.00	\$15.40
2500-2999	\$15.00	\$15.50
3000-3499	\$15.00	\$15.60
3500-3999	\$15.00	\$15.70
4000-4499	\$15.20	\$15.80
4500-4999	\$15.55	\$15.90
5000-5499	\$15.90	\$16.00
5500-5999	\$16.25	\$16.25
6000-6499	\$16.60	\$16.60

6500-6999	\$16.95	\$16.95
7000-7499	\$17.30	\$17.30
7500-7999	\$17.65	\$17.65
8000-8499	\$18.00	\$18.00
8500-8999	\$18.35	\$18.35
9000-9499	\$18.70	\$18.70
9500-9999	\$19.05	\$19.05
10000+	\$21.65	\$21.96

- Includes Meat Clerks, Fish Clerks, Deli Clerks, Chinese Kitchen Cooks, and Sushi Chefs

Letters of Understanding

Letter of Understanding #1 – Severance Resulting from the Introduction of Counter Ready Meats (For Pre-Ratification – **August 10th, 2020** Employees Only)

Should the Employer choose to introduce Counter Ready Meats in accordance with the Letter of Understanding regarding the Moratorium on Counter Ready Meats, Meat Managers (Head Meat Cutters), Assistant Meat Managers, and Meat Cutters who choose not to accept another job in the Employer that may be offered to them at the rate of pay for that job, and provided they are on the payroll at the time of implementation, shall be paid severance in accordance with the following schedule. Employees on medical or parental leaves at the time Counter Ready Meat is introduced will be eligible for severance at the end of their leave.

Severance Schedule Pay-Out

		Previous 52 Week Average Hours									
From	To	0 – 3.99	4 – 7.99	8 – 11.99	12 – 15.99	16 – 19.99	20 – 23.99	24 – 27.99	28 – 31.99	32 – 35.99	FT / PT > 36
\$17.00	Over	1,580	4,740	7,890	11,050	14,210	17,330	20,520	23,680	26,840	30,000
\$16.00	\$16.99	1,440	4,310	7,180	10,050	12,920	15,800	18,670	21,540	24,410	28,000
\$15.00	\$15.99	1,310	3,930	6,560	9,180	11,800	14,420	17,040	19,670	22,290	24,910
\$14.00	\$14.99	1,170	3,500	5,830	8,160	10,490	12,820	15,150	17,480	19,810	22,140
\$13.00	\$13.99	1,020	3,060	5,100	7,140	9,180	11,220	13,260	15,300	17,340	19,370

In addition to the above, employees receiving the severance who have been in the employ of the Employer in the bargaining unit for twenty (20) continuous years or more will receive an additional enhancement in the amount of **five hundred** (\$500.00) **dollars** per year for each full year of service over twenty (20) years to a maximum of **five thousand** (\$5,000.00) **dollars**.

This entitlement is for pre-ratification (**August 10th, 2020**) employees only.

It is understood that upon the introduction of Counter Ready Meat, all **articles** pertaining to Meat Managers, Assistant Meat Managers, Meat Cutters, and the production of beef, pork, veal, and lamb will be deemed to be suspended unless the Counter Ready Meat initiative is abandoned. New language will be negotiated to reflect the new situation.

Letter of Understanding #2 – Moratorium on Counter Ready Meat

1. The Employer will not introduce retail ready, fresh cut beef, pork, veal, or lamb into the Stores prior to March 16th, 2007.
2. Should the proposed introduction of any retail ready fresh beef, pork, veal, or lamb into the Stores after March 16th, 2007, be likely to result in the displacement of any pre-**August 10th, 2020** employees from their classification, the Employer shall give the Union six (6) months notice in writing.
3. The Employer, Union, and employees agree to cooperate and resolve staffing issues in each bargaining unit.

Letter of Understanding #3 – Full-Time/Part-Time Ratios

Subject to the following, the Employer shall, for the duration of this Agreement, agree to maintain a workforce comprising of full-time and part-time employees in the Meat Production and Meat Service Departments (Delicatessen and Fish Departments) according to the following understandings:

A. Meat Production	Full-time employees	78.5%
	Part-time employees	<u>21.5%</u>
		100%
B. Service Departments	Full-time employees	30.0%
	Part-time employees	<u>70.0%</u>
		100%

CLARIFICATION

1. Those full-time and part-time employees shall be enumerated in the foregoing ratio.

Those full-time employees, enumerated above, will include:

- (a) Full-time employees actually at work.
 - (b) Full-time employees who have been laid off and maintain recall rights.
 - (c) Full-time employees who are on leave of absence (e.g. Maternity, W.C.B., W.I., L.T.D., Vacation, Personal Leave).
2. Those part-time employees, who are enumerated above will include:
 - (a) Part-time employees actually at work.
 - (b) Part-time employees who have been laid off but enjoy recall rights.
 - (c) Part-time employees who are on leave of absence (e.g. Maternity, W.C.B., W.I., L.T.D., Vacation, Personal Leave).
3. The scope of the ratio in each of the two (2) operational areas (Meat Production or Meat Service Departments) shall be the Division.
4. The parties realize that there may be occasional, but not consistent, fluctuations in the ratio of full-time employees of up to minus two (-2%) percent below the calculation in (a)

or (b) above. The parties agree that these ratios are a minimum and not maximum and that if all requests for full-time have been filled then the ratios may fall below the minimum.

5. The parties recognize that the foregoing Agreement, to maintain a full-time/part-time ratio, will not restrict the Employer from opening and operating new departments which are significantly different in staffing requirements and are not currently not operated by the Employer. If it appears that the number of full-time employees, required to operate the new departments, is less than that provided in (a) or (b) above, those new departments and employees will be excluded from the calculation in (a) or (b) above, and will be dealt with in subsequent negotiations.

Letter of Understanding #4 – **Company Bonus Plan**

Subject to Letter of Understanding #1, the Employer will continue the Employer Bonus Plan for Deli Managers and Meat Managers. It is understood that the terms and conditions of the Employer Bonus Plan are at the discretion of the Employer.

Letter of Understanding #5 – Meat Department Managers’ Compensation Plan

<u>Average Weekly Hours</u>	<u>Weekly Compensation</u>
Up to 160	\$ 20.00
161 to 220	\$ 35.00
221 to 320	\$ 50.00
321 to 420	\$ 65.00
421 to 520	\$ 80.00
521 to 620	\$ 95.00
621 +	\$110.00

The above additional compensation will be based on the average weekly hours worked by all employees in the Meat Department in the previous twelve (12), sixteen (16), or seventeen (17) week operating period and will be adjusted at the end of each such period.

When a store is opened, the additional compensation for the first twelve (12) weeks of operation shall be based on the average hours worked in the store in which the Meat Department Manager was previously employed following which the average hours will be based on the new store's operation.

Letter of Understanding #6 – Relief in Service Departments

The Employer will make the necessary arrangements to ensure that service department employees receive their scheduled fifteen (15) minute rest periods.

Necessary arrangements will include:

- (a) Making sure that schedules are written in such a way that relief is available

- (b) Permitting the closing of the service departments to allow for breaks when no relief is available.

Letter of Understanding #7 – Joint Training

The Employer is prepared, in good faith, to **implement** the opportunities available to it through a Joint Training Program under the Education and Training Fund of the UFCW.

Without limiting the foregoing, the parties agree that following the ratification of the Collective Agreement, the parties will engage in joint training for individuals that prepare or amend schedules to ensure consistency in scheduling between departments and stores and result in schedules that are impartial, meet the needs of the business and adhere to Collective Agreement requirements. The Employer and the Union agree to select and train a group of Employer Officials, Store Managers, Union Labour Relations Officers, Walking Stewards*, and employees who will provide a training course to staff who write or amend schedules.

Following the initial training, there will be joint training scheduled at every workplace. The ETF will pay for the Union trainers involved.

The Employer will schedule and pay for the staff who write schedules to attend a four (4) hour course in their workplace. The parties will aim to have store level training completed within two (2) months following the initial trainers' course.

The Union, through the ETF will schedule regular training outside the workplace for interested members for the rest of the term of the Collective Agreement.

The principles of the joint scheduling training will include, but not be limited to:

- 1. Fair general holiday rotation and reduced work weeks;***
- 2. Fair rotation of night and day shifts;***
- 3. Seniority's application in scheduling;***
- 4. Availability and grid type;***
- 5. Call-ins, reduction of hours, and change of shifts; and***
- 6. Unrestricted part-time hour cap and minimum hours.***

The parties further agree that following joint schedule training, any ongoing systemic problems with schedules will be brought to the Joint Labour Management Meeting outlined in Article 18.10 of the Retail Agreement.

Letter of Understanding #8 – Meat Cutter Apprenticeship Program

The Union and the Employer agree to continue to promote a Meat Cutter Apprenticeship Program at the Federal and/or Provincial level.

This will be in accordance with the Manpower Development Act or the equivalent and their general regulations.

Letter of Understanding #9 – Vacation

Employees (except those scheduled vacation under Article 6.6) will be able to book vacation outside of Sunday to Saturday as follows:

1. To be eligible, employees must be eligible for five (5) or more weeks of vacation.
2. Eligible employees can use a maximum of two (2) weeks vacation in this fashion.
3. Where one (**1**) week is taken, the vacation will be recorded on the vacation planner as two (2) weeks. Where two (2) weeks are taken, the vacation will be recorded on the vacation planner as three (3) weeks.
4. Where more than one (1) week is used, they must be taken consecutively. Employees cannot use two (2) single weeks for this purpose.
5. The time of the vacation is to be mutually agreed between Management and the employee.

Letter of Understanding #10 – Deli Training Stores

The Employer may have up to six (6) training stores in Calgary. The Employer will advise the Union as to which stores are designated training stores.

Employees designated as Deli Trainers in the above stores will be paid the top rate of the Deli Clerk classification plus one (\$1.00) dollar per hour.

Letter of Understanding #11 – Canmore Additional Compensation

Effective March 15th, 2015 all employees in Canmore will receive an additional seventy-five (\$0.75) cents per hour above the rate in Appendix “A”. ***This letter does not apply to any scale in the Collective Agreement specific to Canmore. For clarity, the seventy-five (\$0.75) cents per hour for qualifying employees shall only be added to wage scales which do not have a separate Canmore scale for the position listed in this Collective Agreement.***

Letter of Understanding #12 – Additional Training

Where the Union raises an issue within a store where an employee is being refused additional training that is required for their position and it is having an impact on their ability to receive a fair rotation of scheduled shifts, the Employer agrees to meet with the Union to discuss the issue.

Letter of Understanding #13 – Anti-Fatigue Mats

The parties recognize the need for effective anti-fatigue mats to be placed at the check-stands, customer service and appropriate production stations. When the Union or an employee raises an issue within a store regarding the supply of anti-fatigue mats, the Employer agrees to meet with the Union to discuss and resolve the issue.

Letter of Understanding #14 – Head Sushi Chef

This letter will confirm the Employer's agreement that the "Head Sushi Chef" will be treated the same as the "Chinese Kitchen Manager" for the purposes of Article 5.5 of the Collective Agreement. The "Head Sushi Chef" will be paid the same rate as the "Chinese Kitchen Manager" as set out in Appendix "A".

For purposes of relief, effective the date of this letter, the Employer will designate an employee to relieve for the "Head Sushi Chef" for relief opportunities of a full week or more and they shall be paid the "Chinese Kitchen Manager" wage as outlined above, for all time so employed.

Letter of Understanding #15 – **Employee Self Service**

The Employer agrees to meet with the Union upon request to address issues pertaining to employee access to "**Employee Self Service**" or its replacements.

Letter of Understanding #16 – Vacation Payment

- (1) Although Article 6.1 of the Collective Agreement contemplates that full-time employees receive a paid vacation after they have completed a full year of service, the Employer permits full-time employees to take paid vacation during their first year of service. As a result of this practice, some full-time employees who take annual vacation prior to their vacation anniversary date have a negative balance in their vacation account. In order to eliminate that negative balance, an employee must work until their anniversary date.

- (2) When an employee quits or is terminated and has a negative balance in their vacation account, the employee does not have the ability to earn any additional weeks of paid vacation after their termination which may leave a negative balance in their vacation account which leads to a “vacation pay overpayment”.
- (3) If at the time the employee quits or is terminated, the Employer believes a vacation pay overpayment has occurred, it shall be entitled to deduct the overpayment from the employee's final pay cheque.
- (4) When the Employer deducts a vacation pay overpayment from an employee's final pay cheque, it will send the employee a letter, with a copy to the Union, explaining the overpayment and providing supporting documentation.
- (5) Any legal or equitable claim for wrongful set off is subject to the grievance and arbitration process.
- (6) If a full-time employee is being reduced to part-time, the Employer agrees that at the time the full-time employee is identified as potentially being reduced to part-time, the Employer will provide them with a statement including their vacation anniversary date and their current vacation account balance and explain to them that any future vacation that has already been booked may or will cause an overpayment situation and the employee at their option shall have the opportunity to proceed with their vacation or cancel the vacation and work for that period. If the employee decides to proceed with their vacation, the Employer will be entitled to deduct the resulting vacation pay overpayment from the employee's future part-time vacation earnings.

- (7) In an effort to ensure that full-time employees understand the vacation pay entitlements in relation to taking vacation, the Employer agrees, within thirty (30) days of ratification, to provide all current full-time employees with a statement confirming their vacation anniversary date and the current status of their vacation account along with a copy of this Letter of Understanding. The Employer also agrees that each time an employee is hired to full-time, promoted to full-time or is reinstated to full-time, it will provide that employee with a status change letter which sets out their vacation anniversary date and advises them that if they take vacation before this date, and then terminate their employment, they will be in an overpayment situation.

Letter of Understanding #17 – Demotion

The Employer will provide reasonable coaching and counselling on job expectations and requirements for an employee appointed to a position listed in Article 5.4, prior to that employee being demoted for poor performance. The Employer will advise the employee that they can, if requested, have a Shop Steward or Union Representative present for the above-mentioned coaching or counselling.

Letter of Understanding #18 – Phased in Retirement

Notwithstanding anything to the contrary contained in the Collective Agreements, the parties agree on a trial basis for the life of the current Collective Agreements to the following terms and conditions for a “Phased-in Retirement” Option.

- 1. Only full-time active employees aged sixty (60) years or older will be eligible for this option.***

- 2. Eligible employees may request to participate in this option and their requests will be granted provided it will not interfere with the efficient operation of the business. Requests will not be unreasonably denied.**
- 3. Employees can only elect for this option once in their career. An employee will only be able to revert to regular full-time status as a result of a life-changing event (i.e. divorce, separation, death/illness of a partner).**
- 4. Successful applicants will have their basic work week reduced by eight (8) hours each week. In weeks with (a) General Holiday(s), further reductions in the basic work will be as set out in Article 4.3(b) of the Retail Collective Agreement.**
- 5. These employees will continue to be eligible for Long Term Disability as set out in Article 8.11 of the Collective Agreement.**
- 6. These employees will be eligible for the full-time life insurance benefit as set out in the Employer's Group Life Insurance plan.**
- 7. Sick leave credits shall accumulate at the rate of three point two (3.2) hours per month as set out in Article 8.8 of the Collective Agreement.**
- 8. Vacation weeks will be paid at a rate of two (2%) percent of previous year's gross earnings or the basic work as defined in (4) above, whichever is greater.**
- 9. Employees will be required to pay a premium of thirty-five (\$35.00) dollars per pay period to maintain the**

above mentioned benefits. The premium will be reassessed annually and the employees and the Union will be provided with sixty (60) days' notice of any change to the premium amount.

- 10. The option will be made available for enrollment for all eligible employees aged fifty-five (55) and over, starting on December 1st, 2020 with an implementation date of January 3rd, 2021.***
- 11. The parties agree to meet upon request, but not more than annually to review the program and consider any changes that may be required.***

Letter of Understanding #19 – Creating New Classifications

Employees may be hired or selected on the basis of their qualifications, skills and abilities as determined by Management for positions that require a particular skill or knowledge base not currently in place in our store offering.

The Employer shall offer to all current employees the opportunity to be considered for any new classifications prior to hiring outside of the bargaining unit. Current employees will be canvassed through a notice that will be posted bargaining unit wide for a minimum of ten (10) days.

In the event an employee believes that they should have been considered for a position outlined above, the Employer agrees to meet with the employee and the Union to discuss the employee's qualifications.

Pursuant to Article 5.3 of the Collective Agreement, the Employer and the Union will meet to negotiate wage rates and conditions for these positions.

The Employer agrees to notify the Union, in writing, of the persons selected by the Employer indicating the store number and the Department.

Letter of Understanding #20 – Blacking Out of Vacation Planners

As per our discussions in negotiations, the Employer wishes to confirm the following:

1. No Safeway Operations Retail Stores will have vacation planners posted with weeks “blacked out” or “blocked off”.
2. Upon request, employees will be given a reason as to why their request for vacation has been denied.
3. Employees will be able to request their vacation anytime in the year as per the Collective Bargaining Agreement guidelines.
4. Any stores that have vacation planners currently posted with “blacked out” periods will immediately remove such planners and employees may apply for those “blacked out” weeks in order of seniority – full-time then part-time, as long as they have the vacation weeks left. Such requests will be taken into consideration and will not be unreasonably denied.
5. Stores that grant vacation time during such weeks will do so as outlined above.

6. Human Resources shall investigate any complaints about vacation planners and address concerns as soon as possible.

Letter of Understanding #21 – Trained Spotter

The Employer agrees to provide a trained spotter at all times when cash is exposed to the public other than customer transactions and cash movements to and from tills of less than one hundred (\$100.00) dollars.

Letter of Understanding #22 – Faith Observance

Employees will have the option to request unpaid time off to observe holy days generally recognized by followers of their sincerely-held religious beliefs. The employee may be requested to provide confirmation of their membership by a cleric or religious official. All requests for time off for the upcoming calendar year shall be made by January 31st each year. The Employer will make the final determination based on existing conditions and notify the affected employees by February 28th. The Employer will consider the request by balancing the importance of recognizing the employee's religious beliefs with the needs of the business. Requests will not be unreasonably denied.

Letter of Understanding #23 – National Indigenous Peoples' Day

Employees may request unpaid time off to participate in the National Indigenous People's Day each year. Requests for that day off shall be made by January 31st each year. The

Employer will make the final determination based on existing conditions and notify the affected employees by February 28th. Depending on the number of requests and the anticipated needs of the business, approval may be given by seniority. Requests will not be unreasonably denied.

Letter of Understanding #24 – Possible Store Closure Bumping Process – Calgary and Edmonton

This process will be used on a trial basis for the next Calgary or Edmonton store closure and suspend the application of the store closure provisions in each of the Collective Agreements that are inconsistent with the processes described below.

The parties agree that following the completion of the first (1st) use of this process, there will be a good faith meeting between the Employer and the Union to review the process and whether it will continue to be used for future store closures.

Notice and Timelines

The Employer agrees to give as much notice of store closure as possible balancing: (i) the need for the process described below to happen in an orderly fashion; (ii) allow employees enough time for informed decisions; and (iii) to minimize the operational and commercial impact of an announcement of store closure.

The Employer will provide four (4) months' notice of a store closure. In the event the Employer cannot do so, it will meet with the Union to explain why.

The provision of notice will commence a “hiring freeze” period with the understanding that job vacancies that cannot be filled through the movement of employees from the closing store may still be filled through external hiring. For greater clarity, the Employer is under no obligation to move employees from a closing store in advance of the closure date, if it would result in a negative operational impact to the closing store. No requested move will be unreasonably denied.

Employees will be provided the options below in writing and will be given a minimum of thirty (30) days to exercise the initial options that apply to them. The Union and Employer will meet within fourteen (14) days of receiving the employees’ options to discuss placements and resolve anomalies.

Full-Time

- 1. Full-time employees from closed location(s) replace the least senior full-time employee within their classification within the city-wide bargaining unit.***
- 2. The least senior employee within the classification will have three options;***
 - (a) Displace the least senior full-time employee in another classification within the city-wide bargaining unit and CBA for which they can perform the duties in a competent manner, a full-time employee who changed classifications as a result of store closure, shall be added to the Request for Full-Time Employment list (Article 11.3 – Retail) and given priority over part-time***

employees on the list, otherwise the provisions of Article 11.3 will apply to these employees.

- (b) Go to part-time in their current classification. They will be given an opportunity to express a preference for up to five (5) locations. There will be no guarantee that the preferences can be accommodated, other than the Employer will agree to allow up to one request per non-closing store to be granted by seniority. An employee who moved to part-time status as a result of store closure, shall be added to the Request for Full-Time Employment list (Article 11.3 – Retail) and given priority over part-time employees on the list, otherwise the provisions of Article 11.3 will apply to these employees.**
- (c) In the event there is a permanent closure of a store, causing a regular full-time employee to lose their employment, the Employer hereby agrees to pay such an employee severance pay at their regular rate of pay according to the following schedule:**

Full-time Consecutive Service – Severance Pay

Up to two (2) years One (1) week

Over two (2) years One (1) weeks pay for every year of full-time service to a maximum of twenty (20) weeks.

This article does not apply to a temporary lay-off; full-time employees who accept other full-time or

part-time employment with the Employer, or to regular full-time employees who lose employment and are reinstated within thirty (30) days to full-time status.

Employees who qualify shall not be entitled to the following benefits contained in Article 10.3 pertaining to normal termination.

- 3. If full-time employee can't maintain a full-time position in any classification by seniority or inability to perform the work required in a competent manner, then they are offered a choice of Part Time in their own classification or [severance as per CBA]. A competent manner is defined as demonstrated ability to perform the full scope of the job proportionate to their experience to no greater or lesser degree than would be required from any other employee.**
 - (a) An employee who exercises this option shall have the right to a maximum of two hundred (200) hours to demonstrate their competence in the new classification. The applicant must meet a fair and reasonable standard as established by the Employer.**
 - (b) If an employee is not meeting the fair and reasonable standard, the Union, the employee, and the Employer will meet to review the Employer's concerns.**

Part-Time

- 1. Part-time employees from closed location(s) will be placed at another location in their classification. They**

will be given an opportunity to express a preference for up to five locations. There will be no guarantee that the preferences can be accommodated, other than the Employer will agree to allowing up to one request per non-closing store to be granted by seniority.

- 2. The following will last until thirty (30) days past the end of the previously mentioned “freeze period”. No grievances shall be filed for impact on the receiving store’s schedule for a part-time employee being transferred in. No grievances will be filed for loss of hours for the employee transferred into the preferred store.***
- 3. Part-time employee in closure store can also choose to work out notice and be terminated at store closure.***

Letter of Understanding #25 – Closure of Stores Outside of Calgary and Edmonton

In the event of a store closure in a bargaining unit outside of Calgary or Edmonton, employees will be given the opportunity to express an interest in transferring to a vacancy in another bargaining unit. The terms of this transfer request will be governed by Article 11.6 (a) and (b) of the Retail Collective Agreement.

Eligible employees in these bargaining units with more than one (1) store will exercise the right to bump into the remaining store in their bargaining unit by seniority prior to using this transfer process.

Employees will be permitted to express an interest in transfers to more than one (1) bargaining units, but not

specific stores. Employees making this election will be given a period of four (4) months from the announcement date of the store closure to accept a transfer opportunity. If an employee declines a transfer opportunity, they will be removed from this list. If a transfer opportunity does not come up within the four (4) month period or the employee had declined a transfer, the employee may exercise their Collective Agreement rights with respect to store closure, which will include severance pay for eligible employees. If an employee accepts a transfer, they will not receive any severance pay they may be eligible for related to the store closure. No transfer requests will be unreasonably denied.

The parties agree that following the completion of the first (1st) use of this process, there will be a good faith meeting between the Employer and the Union to review the process and whether it will continue to be used for future store closures.

Letter of Understanding #26 – Conversion of a Store to FreshCo

The parties have agreed to the following in the event a Safeway store is converted to FreshCo.

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

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

- (a) Accept the full FreshCo terms associated with the buy-down; or**

- (b) Up to twenty-five (25%) percent of the vacancies in FreshCo will be filled by employees by seniority who will be allowed to maintain their Safeway economic terms along with:**

Hourly rate of pay and career hours

Health and Welfare benefits

Dental benefits

Vacation entitlement

Seniority date

Pension (to be determined by the parties)

While accepting the remainder of the terms in the FreshCo Agreement;

- (c) Exercise their bumping rights as per their respective Safeway Collective Agreement;**

OR

- (d) Buyout as defined below.**

Full-Time

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

The remaining active full-time employees will be placed into available full-time positions based upon their seniority and their ability and qualifications and will be paid a buy down allowance of two (2) weeks' pay per year completed service to a maximum of forty thousand (\$40,000.00) dollars and will

slot into the rate of pay that is closest to their former Safeway rate of pay.

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

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

Part-Time

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

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

Employees will slot into the rate of pay that is closest to their former Safeway rate of pay.

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

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

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

General

Employees who are placed with FreshCo will be rank ordered based upon their seniority date with their previous Employer and be placed ahead of any new employees that may be hired.

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

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

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

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

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

Letter of Understanding #27 – Walking Stewards

Upon ratification of the Collective Agreements, the Employer agrees to a temporary appointment of six (6) employees (three (3) in Edmonton and three (3) in Calgary) to the role of Walking Steward. The terms and conditions of this Agreement are as follows:

- 1. The Employer will be provided with a minimum of two (2) weeks written notice prior to the appointment of a Walking Steward.***
- 2. The Union agrees that if the Employer cannot accommodate the Union's appointment request due to a negative impact to store operations, it will make an alternate appointment request. The Employer agrees that no appointment requests will be unreasonably denied.***
- 3. The minimum appointment time for a Walking Steward is one (1) year. If the Walking Steward is unable to complete their term due to a life altering event, the parties will meet to discuss the replacement process. The Union may change each Walking Steward appointment a maximum of five (5) times in the life of this Agreement.***

- 4. The Employer reserves the right to limit an employee's term as a Walking Steward to one (1) year. Upon the conclusion of a Walking Steward's appointment, the employee will be placed in their former position in the bargaining unit. If the employee cannot be placed at their former store, the Employer will seek to place the employee at a store close to the employee's former store.**
- 5. Walking Stewards will remain covered by their respective Collective Agreement with respect to all terms and conditions of employment. If a part-time employee is appointed as a Walking Steward and subsequently works full-time hours, it is understood that a full-time position under Article 11.4 will not be triggered and when they return to their previous role, they will revert to part-time status.**
- 6. Walking Stewards will be paid by the Employer at the top rate on the wage scale in which they are currently assigned and will also be eligible for any scheduled increases as set out in the Collective Agreement for their former position.**
- 7. Walking Stewards will not be scheduled more than forty (40) hours per week in a regular week (reduced work weeks as per the Retail Collective Agreement for weeks in which a General Holiday occurs) and will not be entitled to overtime without express approval of the Employer.**
- 8. The Union will provide the Employer with a weekly reconciliation of hours worked, vacation hours, and paid sick leave for each Walking Steward.**

9. ***When Walking Stewards are on vacation or leave of absence (including absences due to illness or injury), the Employer will not be required to provide a replacement.***
10. ***Walking Stewards will be considered “duly authorized Representatives of the Union” and their store visits and interactions with employees will be governed by Article 14.3 of the Retail Collective Agreement. Walking Stewards will be required to sign the store’s visitor log for all store visits.***
11. ***Walking Stewards can participate in disciplinary interviews in the place of a store Shop Steward or the Union Representative only.***
12. ***Walking Stewards will be subject to the Employer’s policies and procedures at all times while visiting stores.***
13. ***All expenses related to travel between stores, meals, or accommodations for Walking Stewards will be the responsibility of the Union.***
14. ***The parties agree to meet upon request to resolve issues that may arise with the administration of this letter.***

Upon the expiry of this Collective Agreement, this letter will be deemed to be expired and all Walking Stewards will be immediately returned to their former position as outlined above. The Union will have the right to try to negotiate an extension of the Walking Steward Letter of Understanding during the collective bargaining for the next Agreement following the expiry of the current Agreement.

Letter of Understanding #28 – Prescription Reimbursement

Within six (6) months of the date of ratification (August 10th, 2020), the Employer will implement a prescription reimbursement card which will be made available to all eligible employees on the Employer’s benefit plan as set out in Article 8.

Letter of Understanding #29 – Benefit Plan Election

The parties will recommend to the Trustees to revise the plan text to allow plan members employed by Safeway Operations who become eligible for the Employer provided benefit plan a once-annual election to remain in the Part-Time Health & Welfare Trust Plan rather than transition to the Employer provided benefit plan. Provided the plan member maintains eligibility for the Employer provided benefit plan and does not get promoted to full-time, the Employer will contact them annually to confirm their election.

Letter of Understanding #30 – Employee Assistance Program

The Employer will maintain an Employee Assistance Program at current levels for the life of the Collective Agreement.

Letter of Understanding #31 – Third Party Small Kiosks

Small Kiosks:

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

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

In the event a kiosk is introduced in a store with a China Kitchen or a Sushi Bar, and the kiosk results in the elimination of that department the parties agree to the following.

Affected full-time employees shall elect one (1) of the following options:

- 1. Transfer into another China Kitchen or Sushi Bar in the bargaining unit by seniority;***
- 2. Transfer into another meat, deli, or seafood department in the bargaining unit by seniority, if the employee has the requisite ability to fill the position; or***
- 3. Accept contractual severance (Article 10.1).***

Affected part-time employees shall elect one (1) of the following options:

- 1. Transfer into another China Kitchen or Sushi Bar in the bargaining unit by seniority; or**
- 2. Transfer into another meat, deli, or seafood department in the bargaining unit by seniority, if the employee has the requisite ability to fill the position.**

There will be no introduction of kiosks to Safeway stores prior to the final year of the contract (not prior to August 10th, 2024).

Letter of Understanding #32 – BPS and BPA

The Employer agrees to source a supply of BPS-free thermal receipt paper, labels, and ink and, subject to cost considerations, implement its use in all stores by January 2022. If cost considerations are a significant factor, the parties will meet by June 2021 to discuss options to extend implementation of BPS-free materials. The Employer agrees not to reintroduce BPA materials into the workplace.

Letter of Understanding #33 – COVID OH&S

The parties recognize employee and customer safety are of paramount value. The parties agree to abide by directions issued by public health authorities. In addition, while there remains a risk from the Novel Coronavirus (COVID-19) or a similar virus/pandemic related health risk, the parties agree to increase the frequency of store-level and provide-wide joint health and safety meetings as required by the circumstances. All participants in joint health and safety meetings are expected to advocate for and communicate safe work practices.

Letter of Understanding #34 – Wage Reopener

The Union and Employer agree as follows:

- 1. Within six (6) months immediately preceding August 6th, 2023, either party may give notice to the other party to negotiate changes to the top rated and over-scale wage rates, lump sum payments to top rated or over-scale employees, or no change at all in the current Collective Agreement. These changes will not be in effect prior to August 6th, 2023.**
- 2. If the parties are unable to agree on what if any top rated or over-scale wage rates changes are to occur, the parties shall resolve their dispute through final offer selection interest arbitration for a binding settlement.**
- 3. The parties will agree to the appointment of the interest arbitrator.**
- 4. Each party shall formulate their own final offer, which shall include the items previously agreed to in their negotiations.**
- 5. The final offer selection arbitrator shall hear submissions from each of the Parties and then select one (1) of the final offers. The final offer selection arbitrator shall take into consideration the economic and competitive climate of the Employer's business, and the interests raised in 2020 bargaining.**
- 6. The final offer selection arbitrator shall not have the power to change the expiration date of this Collective Agreement which is August 9th, 2025.**

Letter of Understanding #35 – FreshCo Conversion

In the event Sobeys Capital Inc. (Safeway Operations) decides to convert existing stores to operate under an alternate banner, that are different in size or type of operation from its conventional stores, the Employer will enter into negotiations with the Union to develop a separate Collective Agreement that is appropriate for the type of business contemplated. This Agreement must be concluded within three (3) months from the date of announcement. Should a dispute arise as to the terms of the Collective Bargaining Agreement, the items in dispute shall be referred to an agreed upon arbitrator to conduct a final offer selection process in accordance with the provisions of Article 17 (Retail and South Meats, Article 18 in North Meats) no later than four (4) months after the date of the announcement. The final offer selection decision will be effective no later than five (5) months after the date of the announcement.

Signed this _____ day of _____, **2020**.

For the Employer:

For the Union:

Employer Committee:

Kelsey Cole
Janos Kocsis
David McDonald
Paul Van Steenbergen
Chris Wilkes
Sean Naldrett

Union Committee:

Kevin Ali
Deb Cadmus
Tom Cantley
Blaine Desrochers
Catherine Eden
Nathan Fortin
Dorothy Gonci
Judy Hinzman
Cindy Horrocks
Peter Isiah
Cathy Logan
Teresa Ludwig
Sarah Mann
Tracy Matheson
Randy McFatridge
Shauna Mihalicz
Garry Pucci
Linda Rivard
Richard Roach
Sheena Thomson
James Williamson
Sydonne Wright
Margaret York
April Albrecht
Joe Attwood
Chris O'Halloran

This Agreement was ratified on **August 10th, 2020**.