

COLLECTIVE AGREEMENT

BETWEEN

SOBEYS CAPITAL INCORPORATED
(Safeway Operations)

Covering the areas of

Brooks, Calgary, Camrose, Canmore, Edmonton,
Fort McMurray, Grande Prairie, Hinton, Lethbridge, Lloydminster,
Medicine Hat, Red Deer and Wetaskiwin

AND

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

Renewal: **August 9th, 2025**

The following wording applies to all cities and towns as outlined on Page #1, unless otherwise indicated at the beginning of ***an article*** or paragraph.

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Also, wherever there is a reference to "Bargaining Unit" in this Agreement, this refers to the separate areas as referred to on Page #1.

CLARIFICATION OF ITEMS

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

THIS COLLECTIVE AGREEMENT made this **10th** day of **August, 2020**.

BY AND BETWEEN

SOBEYS CAPITAL INCORPORATED
(*Safeway Operations*), a body corporate carrying on business in the Cities or Townsites of Brooks, Calgary, Camrose, Canmore, Edmonton, Fort McMurray, Grande Prairie, Hinton, Lethbridge, Lloydminster, Medicine Hat, Red Deer, and Wetaskiwin, covered under separate Certifications, but combined under one (1) Agreement; hereinafter referred to as "the Employer"

AND

UNITED FOOD AND COMMERCIAL WORKERS CANADA UNION, LOCAL NO. 401, hereinafter referred to as "the Union"

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

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

Article 1 – Bargaining Agency

- 1.1 (a) The Employer recognizes the Union as the sole agency for the purpose of Collective Bargaining for all employees coming under the provisions of this Agreement employed in the stores owned and/or operated by the Employer in an area within twenty-five (25) miles of the City or Town limits, except those in the meat sections (excluding Lloydminster), Pharmacy Managers, Pharmacists, Pharmacy Interns, Health Care Consultants, Location Managers, and Store Supervisors (as per Letter of Understanding). Calgary Only: Those employed in in-store bakeries (Production Only).
- (b) ***Any employee appointed to the position of First Assistant Manager or Second Assistant Manager on or after the Sunday following ratification (August 16th, 2020) will be excluded from the provisions of this Agreement.***
- (c) ***Any existing employee in any position noted in paragraph (b) above may elect to become excluded from the Collective Agreement within one (1) year from the date of ratification (August 10th, 2020) by presenting a letter to the Employer with a copy to the Union. During a thirteen (13) week trial period***

the employee may revert to their former bargaining unit position without penalty.

- (d) It is understood that any article in the Agreement that references employees in positions that are or will be excluded applies to only those employees who remain covered by the provisions of this Agreement and not to those employees who are or will become excluded under Article 1.1.***
- (e) The Employer will institute a non-binding “Expression of Interest” (EOI) process for opportunities to work in the excluded positions listed above. If no suitable internal candidate is identified for the position, then the Employer will advise of the opportunity and review submitted EOIs prior to hiring externally.***

1.2 The Employer and the Union shall meet prior to any contemplated new store openings (which are outside the twenty-five (25) mile limit of the City limits and are not covered by a current Collective Agreement) to discuss the contemplated condition of employment at said location. If the Employer and the Union reach an agreement on wages, hours, working conditions, and term of a proposed Collective Agreement, then the Employer will sign a document granting voluntary recognition to the Union and a Collective Agreement containing the agreed-upon terms will be signed between the Employer and the Union forthwith, covering all employees of the Employer at said location, save and except meat sections, Pharmacy Managers, Assistant Pharmacy Managers, Pharmacists, Pharmacy Interns, Location Managers, and Store Supervisors (as per Letter of Understanding).

Article 2 – Union Establishment

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

2.2 Form Letter

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

Article 3 – Deduction of Union Dues

3.1 The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected such initiation fees, assessments and Union dues as are authorized by the Union. The Union agrees that should they propose a dues structure that cannot be administered by the Employer, the parties will meet to

discuss a resolve. The Employer further agrees, automatically, to deduct Union dues and initiation fees from the wages of all new employees. 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, Overtime, General Holidays

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

4.1 Basic Work Week

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

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

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

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

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

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

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

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

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

First Assistant Manager
Second Assistant Manager
Produce Manager
Bakery Manager
Meat Manager
Deli Manager

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

Management Trainee
Assistant Produce Manager
Assistant Bakery Manager
Assistant Meat Manager
Assistant Deli Manager

Fish Department Manager
Chinese Kitchen Manager
Coffee Bar Operator
Head Cashier
Head File Maintenance
Floral Operator
Variety Operator
Non Retail Pharmacy Assistant Supervisor

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

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

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

4.2 Overtime Pay

- (a) All time worked in excess of the basic work week, as defined in sub-article 4.1 (a) and 4.1 (c), or the regular daily hours scheduled by the Employer, shall be worked only after authorization by Management or

someone acting with the authority of Management. All employees shall be paid at time and one-half (1 ½ X) their regular rate for time worked in excess of the basic work day and basic work week as set out in Articles 4.1 (a) and (c) respectively or the reduced work week as defined in Article 4.3 (b). Compensating time-off shall not be given in lieu of overtime pay.

- (b) Where an employee works more than ten (10) continuous hours in any one (1) day, (more than eleven (11) in the case of a nine (9) hour basic work day), the employee shall be paid at double (2X) their regular hourly rate of pay.
- (c) A part-time employee who completes the basic work week shall be compensated as in (a) and (b) above.

(Southern Alberta Only) - Any time worked by a part-time employee in excess of five (5) days in a week will be compensated for at time and one half (1 ½ X) the regular rate. All employees are required to leave the store at the completion of their shift.

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

(e) Overtime – Rest Periods

If an employee is requested to work more than one (1) hour but no more than two (2) hours overtime continuously with the regular shift, **they** will be given a fifteen (15) minute paid rest period. The break will be taken before the commencement of the overtime.

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

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

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 grocery stores close on any such holiday proclaimed.

In the case of a General Holiday proclaimed by a City or Municipality, only those stores of the Employer in

that City or Municipality shall be affected by the requirements of this article.

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

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

All time worked in excess of the reduced basic work week shall be compensated for at the rate of time and one half (1 ½ X).

- (c) Pay for Work on a Holiday

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

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

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

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

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

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

4.4 General Holidays for Part-Time Employees

- (a) All part-time employees who have been employed thirty (30) calendar days or more and have worked their scheduled working day prior to and following the holiday, unless absent due to bona fide illness or accident and provided the employee produces a medical certificate if the Employer so requires, prior to the employee returning to work will receive the greater of the required entitlement under the Employment Standards Code or the following:

- (i) All part-time employees who have worked an average of at least thirty (30) hours or more per week in the four (4) weeks preceding the week in which a General Holiday occurs, shall receive eight (8) hours pay at his/her regular hourly rate for each holiday observed under this Agreement.
- (ii) All part-time employees who have worked an average of at least eighteen (18) hours in the preceding four (4) weeks shall receive six (6) hours pay at his/her regular hourly rate for each holiday observed under this Agreement.
- (iii) All part-time employees who have worked an average of less than eighteen (18) hours in the preceding four (4) weeks shall receive the average number of hours they have worked on the day of the holiday in the preceding four (4) weeks.

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

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.

Part-time employees working in a week in which a holiday falls shall receive equal treatment with full-time employees in respect to receiving overtime pay for

those hours worked in excess of the reduced work week.

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

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

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

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

4.5 Meal and Rest Periods

- (a) An employee working a daily shift up to and including five (5) hours will have one (1) paid rest period not to exceed fifteen (15) minutes.
- (b) An employee working a daily shift of more than five (5) hours, but less than seven (7) hours, will have two (2) paid rest periods of fifteen (15) minutes each.
- (c) An employee working a shift of seven (7) or more hours will have two (2) rest periods not to exceed

fifteen (15) minutes each and one (1) meal period without pay.

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

- (i) Employees on a night shift shall have a half (1/2) hour meal period.
- (j) Except in cases of emergency, meal and rest periods will be uninterrupted.
- (k) If an employee abuses this provision, **they** will be subject to discipline as determined by the Employer, which shall be subject to the grievance procedure.

4.6 Time Recording

The Employer shall provide a time recording device to enable employees to record their time for payroll purposes, **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 4.2.***

- (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 4.6 respecting the recording of all time worked.

4.7 Probationary Period

During the first two hundred (200) hours worked, or an extended period mutually agreed upon by the Employer and the Union, each new employee shall be on probation. The decision as to whether or not to retain the employee's services shall be the sole right of the Employer and any termination occurring during that period shall not be subject to Articles 16 and 17 of this Agreement.

Article 5 – Wages/Premiums

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

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

Notwithstanding the foregoing, upon four (4) weeks notice to the Union and the employees, the Employer may introduce a bi-weekly system of pay.

Upon four (4) weeks notice to the Union and the employees, the Employer may introduce a system of direct deposit of the employees' pay.

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

5.2 Job Classifications

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

5.3 Rates for Relief Work

(a) Store Manager

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

(b) Produce and Assistant Managers and Head Cashiers

(Northern Alberta) Employees assigned to relieve Produce Managers, Assistant Managers, or Head

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

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

(c) Head Cashier Relief

Pre-2003 employees assigned to relieve the Head Cashier in accordance with Article 5.3(b) will be eligible for relief pay based on the Pre-2003 Head Cashier rate as defined in Appendix "A".

Post-2003 employees assigned to relieve the Head Cashier in accordance with Article 5.3(b) will be eligible for relief pay based on the Post-2003 Head Cashier rate as defined in Appendix "A".

5.4 Credit for Previous Experience

- (a) New Pharmacy Assistants, Registered Pharmacy Technicians, Bakers, and Cake Decorators 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

at a lower scale of wages than their claimed experience calls for, but not less than the minimum rate established by this Contract, for a probationary period as defined in Article 4.7 from the date of employment; provided that, if the employees' services are retained and their experience is accepted as comparable, then after the probationary period they shall receive any difference between the probationary rate paid and the rate for which their experience qualifies them. It is further understood that the rate paid retroactively shall not apply for the first ten (10) working days. New employees shall receive written notification showing any credit granted for previous experience.

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

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

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

However, where the Employer has:

- (i) Provided the employee with the "New Employee" letter provided for in Article 2 of this Agreement, not later than two (2) weeks from date of employment;

- (ii) Provided the employee with the written notification showing credit granted for previous experience within the probationary period required by this article; and
- (iii) Provided the Union with a copy of the letter showing credit granted for previous experience within the same period,

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

5.5 Night Shift Premium

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

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

5.6 Lead Hand Premium

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

5.7 Clerk in Charge Premium

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

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

An employee will not receive both the Lead Hand and Clerk in Charge premium.

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

5.8 Variety Operator Relief

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

5.9 Floral Operator Relief

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

5.10 Coffee Bar Operator Relief

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

5.11 Head File Maintenance Relief

Pre-2003 employees assigned to relieve the Head File Maintenance will be eligible for relief pay based on the Pre-2003 Head File Maintenance rate as defined in Appendix "A" when assigned to relieve for a period of one (1) week or more.

Post-2003 employees assigned to relieve the Head File Maintenance will be eligible for relief pay based on the Post-2003 Head File Maintenance rate as defined in Appendix "A" when assigned to relieve for a period of one (1) week or more.

5.12 Second Assistant Manager Relief

Employees designated to relieve the Second Assistant Manager for a period of one (1) week or more shall receive the applicable rate established for the Second Assistant Manager classification.

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

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

Article 6 – Vacations

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

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

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

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

Full-time employees shall receive their vacation pay at the rate of two (2%) percent per week of vacation or their normal weeks pay, whichever is greater. All time lost (up to thirty-one (31) consecutive days) because of sickness, approved unpaid leave of absence, occupational or non-occupational accident, all time absent on paid full-time vacation, paid General Holidays, and all time spent at bakery apprenticeship schools or any Employer required educational institute (assuming the employee returns to the Employer following the completion of his/her course) shall be considered as time worked for the purpose of determining the vacation allowance to which a full-time employee is entitled. All employees, whose absence due to occupational or non-occupational accident, sickness or unpaid leave of absence, extends beyond thirty-one (31) consecutive days and results in less than forty (40) hours per week **they** shall have his/her vacation pay pro-rated in the subsequent vacation year and the above table will not apply.

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

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

Part-time employees with less than one (1) years 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.

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

Single Days of Vacation: 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:

- (i) Employees may use a maximum of one (1) week of their entitlement in single day increments.***
- (ii) 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.***
- (iii) 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.***
- (iv) 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. All other unscheduled vacation will be scheduled at the Employer's discretion.

Part-time employees shall submit their vacation preferences for Management approval prior to March 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.

- (f) Part-time employees with thirteen (13) or more years of continuous employment with the Employer will have the opportunity to schedule three (3) weeks of time off during prime time, if weeks are available.
- (g) When a part-time employee is promoted from part-time to full-time employment, **they** will be credited with the number of hours accumulated during the employee's continuous service with the Employer. The credited hours will be balanced with the annual hours of a regular full-time employee (**two thousand eighty** (2080) hours for a **forty** (40) hour week) to establish the appropriate yearly credit for future vacation entitlement. Any portion of a full year of credit will be computed as follows:

Employees with less than **zero point five** (0.50) of a year of hours will have their credited service reduced to the last full year.

Employees with exactly **zero point five** (0.50) of a year of hours will have their credited service of half of a year.

Employees with more than **zero point five** (0.50) of a year of hours will have their credited service increased to the next full year.

- (h) The time period from May 15th to September 15th 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.
- (i) When a General Holiday occurs during an employee's vacation, an extra day vacation with pay shall be granted if the holiday is one which the employee would have received if **they** had been working. Where an employee receives three (3) or more weeks vacation with pay and a General Holiday occurs during the employee's paid vacation, an extra days pay may be given in lieu of an extra days vacation with pay - if, in the opinion of the Employer, an extra days vacation

with pay interferes with vacation schedules or hampers operations.

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

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

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

6.2 Illness during Vacation

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

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

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

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

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

Article 7 – Leaves of Absences

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 to, up to one (1) week's leave of absence with pay at the time of bereavement.

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

- (a) Employees with one (1) year of service with the Employer may request a leave of absence, without pay, for a period not to exceed four (4) months, upon written application through the Store Manager, copy to the Human Resources Department of the Employer. Requests for leaves of absence will be adjudicated on the basis of merit, compassion and the operational needs of the store. Final approval of leaves of absence will rest with the Human Resources Manager. Personal leaves of absence will not be considered during the prime time vacation period (i.e. May 15th to September 15th), Christmas week, and Easter week. If the request is refused, the employee and the Union shall be so advised in writing as to the reasons for the refusal. For compassionate reasons, the Employer may extend the period of time of such leave of absence beyond four (4) months as herein provided.

Application for leave of absence must be submitted in writing at least 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 in the above paragraph. The employee shall be advised of the Employer's answer thirty (30) days prior to the requested time off.

In the event that an application for leave of absence is submitted more than six (6) calendar months prior to the period for which the leave is intended, the employee shall be advised of the Employer's answer ninety (90) days prior to the requested time off.

Leaves of absences will not be considered for circumstances covered by any other leave of absence provision in the Collective Agreement (e.g. Educational Leave) or in the case where an employee is requesting the leave to work or train for another employer.

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 (1) or more family members.

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

7.4 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 prepaying the cost of those benefits prior to commencing such leave.

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

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

The employee shall be returned to their former position at the completion of his/her 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 7.6

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

7.5 Paternity Leave

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

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

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

7.7 Educational Leave

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

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

- (a) An employee who wishes to make application for an educational leave of absence shall submit 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 ten (10) employees who work in the Employer's stores in the Province of Alberta will be allowed to be on educational leave at any one time.

The aforementioned leaves will be approved on the following basis:

- (i) Calgary - a total of three (3)
 - (ii) Edmonton - a total of three (3)
 - (iii) Cities and towns other than Calgary or Edmonton - a total of four (4)
- (e) Notwithstanding the foregoing, the Employer may grant educational leaves of absence which exceed the maximums set out above.
- (f) During the period of educational leave an employee may choose to pre-pay their full-time benefits.
- (g) The absence of a full-time employee on educational leave of absence will not create a full-time vacancy for the purpose of Article 11 – Seniority.
- (h) Full-time employees may work part-time hours while on an educational leave provided there are hours available. Employees electing to work during their leave must meet the student availability requirements. These employees will be placed on the part-time schedule using their full-time seniority date and will be scheduled as per the part-time scheduling rules. Employees on educational leaves will not be eligible to qualify for part-time Health and Welfare benefits as per Article 8.2, but may maintain their full-time benefits by pre-paying as indicated in Article 7(f). Vacation pay will be pro-rated as per Article 6 in the subsequent year.
- (i) Leave of absence will terminate should the employee cease to attend the institution for which leave was granted.

- (j) All educational leaves of absence will be approved at the Employer's discretion.
- (k) An employee shall be returned to his/her former classification at the completion of his/her leave of absence.
- (l) Employer sponsored training programs do not qualify for Educational Leave.

7.8 **Personal or Family Leave**

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

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

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

7.9 **Jury Duty Pay and Material Witness**

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

This does not apply if the employee is summoned on 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 day shall not exceed eight (8) hours for purposes of establishing the basic work day. Any time worked in the store in excess of the combined total of eight (8) hours shall be considered overtime and paid as such under the Agreement.
- (c) In order to be eligible for the foregoing benefit, an employee must notify the Store Manager as soon as possible after receipt of Notice of Selection for Jury Duty or after receipt of Subpoena to Appear as a Witness.
- (d) Appearance as Witness on the Employer's Business
 - (i) Any employee who is required or summoned to appear in Court on behalf of the Employer will be paid up to eight (8) hours at the straight time rate of pay. Employees who are required to appear in Court on behalf of the Employer on their day off will be paid a minimum of four (4) hours pay at the straight time rate of pay.
 - (ii) It is understood that payment of the foregoing witness pay will not be counted as hours worked for the purpose of calculating overtime on a weekly basis.

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

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

Where the Union subpoenas an employee of 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.

7.10 Military Leave

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

7.11 **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.

7.12 **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.**

7.13 Leave for Citizenship Ceremony

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

Article 8 – Health and Welfare Plan

- 8.1 The Employer agrees, during the term of this Collective Agreement, to make available the following benefits to eligible employees regularly working full-time.
- (a) Alberta Health Care, or such other medical plan that will provide similar benefits.
 - (b) Group Life Insurance and Weekly Indemnity Benefits - Indemnity payments to be in the amount of seventy (70%) percent of the straight-time weekly wage.
 - (c) A supplementary health services plan, which includes prescription coverage of eighty (80%) percent through a drug reimbursement plan. ***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 - The Employer will provide a Hearing Aid Plan for employees already receiving the Group Insurance Package and their dependants. The benefit will be three hundred fifty (\$350.00) dollars every four (4) years.

The Employer agrees to pay one hundred (100%) percent of the cost of the benefits.

8.2 Health and Welfare Benefits: Part-Time Employees

A part-time employee who has worked an average of thirty-two (32) hours per week for three (3) consecutive months subject to Article 8.2 (f) 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 average weekly earnings;
- (b) Alberta Health Care;
- (c) A supplementary health services 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

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

(f) Further, the parties agree that time missed through an approved leave of absence (e.g. education) or leave of absence because of pregnancy will not be included in the thirteen (13) week average.

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 and as determined by the carrier.

A part-time employee, who had qualified for benefit coverage on March 17th, 1993, or earlier and subsequently voluntarily restricts their hours and thereby 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. For the purpose of this **article** "voluntarily restricts" means an employee who requests to be exempt for more than two (2) shifts (excluding Sunday) per week.

Further, the parties agree that time missed through an approved leave of absence (e.g. education) will not be included in the thirteen (13) week average.

Part-time employees who become eligible for benefit coverage following March 17th, 1993, will become ineligible for the benefit coverage or be required to pay one hundred (100%) percent of the cost of the benefits if they do not maintain an average of thirty-two (32) hours per week for thirteen (13) consecutive weeks.

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.

STUDENT: This status is required for the purpose of employee records only to assure that eligibility for insurance, medical coverage, and C.P.P. (under ***eighteen*** (18) years of age) is properly administered.

- (g) The Employer will provide the Union with a letter, setting out benefits for regular part-time employees who are eligible.
- (h) Should a part-time employee obtain full-time employment with another employer while they maintain their employment with Safeway Operations, they shall retain their benefit coverage (if eligible) for thirteen (13) consecutive weeks after which time they will cease to be eligible for benefits if they maintain the full-time employment with another employer.

An employee working full-time with another employer shall not be eligible to receive the Employer's Health and Welfare benefits.

(i) Part-Time Health and Welfare Trust

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

- i. Maintained at the current level twenty-five (\$0.25) cents for the first (1st) contract year (August 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 8.10. The Employer shall appoint two (2) trustees and the Union shall appoint two (2) trustees. A Plan Text shall also be established by the trustees within a further sixty (60) days unless a longer period is mutually agreed by the trustees. The trustees may hire consultants that may be deemed appropriate for the finalization of these documents, and/or administration of the fund. The purpose of the Trust Fund shall be to establish the health and welfare benefits for part-time employees who do not qualify for the existing Employer Group Insurance benefits as decided by the trustees. The trustees shall have the

authority to decide which benefits shall be implemented, consistent with the financial ability of the Trust Fund to provide for those benefits.

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

8.3 Sick Leave

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

The amount of sick time credit accumulated shall be indicated on the employee's pay stub.

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

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

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

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

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

The Employer shall apply any accumulated sick leave to absences due to sickness not covered by Insured Weekly Indemnity benefits (or similar benefits) and may supplement Weekly Indemnity benefits (or similar benefits) with unused sick leave credits in an amount equal to but not to exceed the employee's normal earnings. Payment of benefits under Weekly Indemnity shall be subject to the acceptance of the claim by the insurance company.

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

8.4 Workers' Compensation

Full-time employees, qualified for compensation from the Workers' Compensation Board (W.C.B.) shall, in addition to the amount received from the Workers' Compensation Board, be paid monies to a maximum of the employee's regular contract rate, for the first three (3) days and to a maximum of seventy-five (75%) percent thereafter, if the Workers' Compensation Board does not pay seventy-five (75%) percent of the employee's regular contract wage. Such period to be for a maximum of thirteen (13) weeks from the date of the accident.

8.5 **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 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.

8.6 Weekly Indemnity

It is understood and agreed between the Employer and the Union that Weekly Indemnity (W.I.) payments to entitled employees shall be the responsibility of the Employer. If

payment of valid claims is not made by the insurance company within two (2) weeks from the time the Employer receives the completed application, the Employer shall then pay to the claiming employee an amount equal to his/her entitlement. Similarly, when payments are stopped by the carrier while the employee's entitlement continues, the employee shall be able to claim the amount of his/her entitlement from the Employer.

Payments made by the Employer for claims later found to be invalid or payments made by the Employer which are later paid by the carrier, shall be returnable to the Employer.

8.7 Long Term Disability Insurance Plan

The Employer shall bear the cost of a Long Term Disability Plan (L.T.D.) for those employees regularly working full-time. The benefit period commences on the first (1st) day immediately following the exhaustion of Weekly Indemnity and Employment Insurance benefits.

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

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

will be increased to fourteen hundred (\$1,400.00) dollars per month. For all disabilities occurring on or after March 16th, 2008, the amount will be increased to eighteen hundred (\$1,800.00) dollars per month. For all disabilities occurring on or after June 10th, 2011, the amount will be increased to two thousand (\$2,000.00) dollars per month.

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

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

8.8 Medical Reports

The Employer agrees to pay the full cost for the report required by the Employer for Weekly Indemnity benefits to a maximum of fifty (\$50.00) dollars. The employee shall 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.

8.9 Physical Examinations

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

8.10 United Food and Commercial Workers' Dental Care Plan

- (a) Effective March 15th, 2015, it is agreed that all employers party to this Agreement shall make a direct contribution to the Plan of forty-three (\$0.43) cents per hour for regular hours paid, sick pay (not including Weekly Indemnity), vacations, and General Holidays, to the maximum of the basic work week as indicated above.

Notwithstanding the foregoing, should during the term of this Agreement the Real Canadian Superstore fail to match the total contribution rate (i.e. annualized contribution rate) then the Employer shall be entitled to reduce their contribution to the Plan in accordance with the Employer's overpayment.

The Employer agrees to maintain dental contributions for those bakery apprentices who attend apprenticeship courses required by the Government provided those employees return to the Employer following the completion of their course.

- (b) The Plan will be controlled by a Board of Trustees to be made up of an equal number of representatives from the Union and Management.

- (c) Contributions made for hours, as described above, in any month or agreed upon period, shall be forwarded by the Employer to the Union not later than three (3) weeks following the close of the Employer's accounting period, whether it is on a monthly or a four (4) or five (5) week basis, accompanied by a statement of the names of the employees and contributions made on their behalf.

Article 9 – Pension

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

- (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 workweek.

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

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

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

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

***Employee contributions are to commence the earlier of:**

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

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

Contributions paid with respect to part-time vacation pay shall be based on the percentage of vacation pay paid under the applicable Collective Bargaining Agreement (e.g. **four** (4%) **percent**, **six** (6%) **percent**, etc.) of the hours worked in the previous year multiplied

by the cents per hour contribution rate on the above effective date as indicated in **Article 9.1** (a) (e.g. an employee having worked or been paid for one thousand (1,000) hours in the previous year and who was entitled to four (4%) percent vacation pay would be entitled to receive an additional forty (40) hours credit into his/her previous yearly total. The C.C.W.I.P.P. administrator would credit said part-time employee with forty (40) additional hours and receive forty (40X) times the applicable contribution rate from the Employer. Therefore, for the previous year, the employee, in this example, would be credited with a total of one thousand forty (1,040) hours.

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

Article 10 – Severance/Demotion to Lower Rate of Pay

10.1 Full-Time Employees: Notice of Demotion

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

10.2 Full-Time Employees: Severance Pay

The Employer agrees to pay severance pay on store closing of one (1) weeks pay, up to two (2) years, and one (1) week

per year over two (2) years, up to a maximum of twenty (20) weeks pay for full-time employees.

Article 11 – Seniority

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

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

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

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

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

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

- (e) "Office" and "Customer Service" employees are not to be scheduled more hours than their seniority entitles them to receive.

11.2 Seniority and employment shall be terminated when:

- (a) An employee quits or is terminated and not reinstated through Article 16 and 17.
- (b) An employee fails to report back to work after seven (7) days when recalled from lay-off. An employee has to be recalled from lay-off by registered mail at the last known address on file with the Employer.
- (c) An employee has been on lay-off and has not worked for a period of six (6) months.

11.3 Requests for Full-Time Employment

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

It is understood that this article is subject to Articles 16 and 17 of this Agreement.

11.4 Full-Time Positions/Filling

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

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

(b) **Employees Wishing to Change Their Status from Full-Time to Part-Time**

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

- (i) ***The change of status is operationally feasible and can be easily accommodated within the employee's store, department, and classification.***

(ii) There is a suitable part-time position available within the employee's store, department, and classification.

(iii) There is a qualified replacement readily available to the Employer.

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

11.5 Part-Time Employees

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

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

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 Transfers

(a) 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.

- (b) 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.
- (c) 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.
- (d) 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.
- (e) No employee will be required to accept a transfer to a store or location outside the bargaining unit.

- (f) Where an employee is transferred from one **(1)** store to another within the bargaining unit, **they** maintain **their** seniority as per Article 11.1.
- (g) 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.
- (h) An employee permanently transferred into a classification which has higher wage scales will be assigned the wage rate that is equal, or the next highest, to their current rate on the new wage scale and will be assigned career hours equivalent to the start of the hour range for that new rate.
- (i) An employee permanently transferred into a classification which has identical wage scales will be assigned the same wage rate and will carry their career hours into the new classification.
- (j) 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.
- (k) Part-time employees shall not be transferred to another store if such transfer results in loss of hours unless the employee so wishes to be transferred.
- (l) 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.

11.7 Clerk Cashier Transferability

Clerk Cashiers wishing to transfer to General Clerk may do so in accordance with the following procedures:

- (a) Clerk Cashiers wishing to become General Clerks shall notify the Employer in writing.
- (b) All Clerk Cashiers shall be advised of the details of the program and their rights and obligations under same.
- (c) Clerk Cashiers who have notified the Employer shall be promoted to the General Clerk classification when a position becomes available.
- (d) Should more than one (1) employee in the store make application, the senior employee will fill the first available position.
- (e) Applicants must be prepared to perform the full scope of the General Clerk's job.
- (f) There will be a training period of two hundred (200) hours of actual work within an eight (8) week period to decide:
 - (i) If the employee wants the work, and
 - (ii) If the employee can perform the work.

(Such determination to be subject to the grievance procedure).

If the employee wishes to opt out of the program during the training period, **they** may do so at any time. If, prior

to the expiration of the training program, the Employer claims that the employee is clearly incapable of performing the duties, the Employer shall consult with the Union and the matter shall be investigated to establish that a fair opportunity has been extended to the employee and that the employee will not be able to perform the duties by the end of the training period.

General Clerks shall not be able to exercise their seniority in claiming these hours, as they are hours made available for the purpose of training and evaluation.

If either (a) or (b) above are negative, the employee would return to his/her former Clerk Cashier status.

An employee transferring from Clerk Cashier to General Clerk will have their rate established as per Article 11.6 (h).

11.8 Transfer of Courtesy Clerks

Courtesy Clerks may make a written application for transfer to another classification in their store. An employee's request for transfer shall be considered, based upon available openings in their store.

Applicants will receive consideration based on their seniority providing they have performed their job in the Courtesy Clerk classification in a satisfactory manner and providing they have demonstrated the capability to acquire the abilities to perform satisfactorily in the new classification after a reasonable period of training.

Prior to and during this reasonable period of training, the applicant must meet a fair and reasonable standard as established by the Employer.

If after a reasonable period of training (not exceeding two hundred (200) hours) the Courtesy Clerk is not performing the duties of the job satisfactorily, **they** shall be returned to the Courtesy Clerk classification with full seniority.

When Courtesy Clerks are transferred to the General Clerk or Clerk Cashier classification, their rate of pay shall be increased to the next higher rate of pay in their new classification and they shall be credited with the corresponding number of career hours to that new rate of pay.

11.9 Layoffs/Reduction of Hours (Full-Time)

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

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

- (a) The employee may choose to work six (6) days at their current rate; or
- (b) The employee may choose to work as many “bought hours” in their scheduling group at the top rate of the new job (or the equivalent rate in the new Cashier

classification) as is necessary to maintain full-time status.

Full-time employees reduced to part-time, shall be offered available work in accordance with the preceding paragraph. The foregoing provisions do not apply to employees hired to work on relief staff or replace employees who are absent due to vacations, sickness, accident, or other leaves of absence.

A full-time employee, who is laid off or reduced to part-time, shall have the right to exercise their seniority over the most junior full-time employee in another classification. Following counselling and an explanation of the options available by the Employer, an employee who exercises this right shall have a maximum of two hundred (200) hours to demonstrate their competence in the new classification.

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

No full-time employee shall have his/her hours reduced when a part-time employee is working hours in the store that could be worked by the full-time employee; in which event, the part-time employee shall have their hours reduced. No full-time employees shall have his/her hours reduced where junior full-time employees are working hours in the bargaining unit that could be worked by the senior employee; in which event, the junior employee will have his/her hours reduced.

- (c) Full-time employees laid off in accordance with the above provision by the Employer shall be recalled to work in order of seniority provided:
- (i) No more than nine (9) months have elapsed since the last day worked by the employee;
 - (ii) The employee reports for duty within twenty-four (24) hours from the time of recall, unless the laid-off employee is employed elsewhere at the time of recall; and in such cases the recalled employee shall be given seven (7) days to report for duty;
 - (iii) The employee is capable of performing the work;
 - (iv) The Employer will send the recall notice by registered mail to the employee's last address on file with the Employer and will send a copy to the Union office, and,
 - (v) Contained in (i) and (ii) above, respectively, shall be extended if, upon recall, an employee is unable to report due to illness or accident. Any extension granted shall be only for the duration of the illness or incapacity from accident, and the Employer may require the employee to provide written confirmation from a doctor of such illness or accident.

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

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

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

- (a) The part-time General Clerk/Clerk Cashier will fit into the Courtesy Clerk seniority list in order of their seniority.
- (b) The employee who exercises this option will be classified as a Courtesy Clerk.
- (c) A part-time General Clerk/Clerk Cashier who exercises this option will receive the Courtesy Clerk rate of pay according to their career hours in their former classification.

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

11.11 Courtesy Clerks

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

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

11.12 Competitor's 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, 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:

- (i) 50% from Post-March 17th, 1993 employees working scheduled base hours
- (ii) 50% from Pre-March 17th, 1993 employees working scheduled base hours

Until the Pre-March 17th, 1993 part-time employees are scheduled eighty (80%) percent of their base hours.

- (b) The Employer may reduce hours set out in point (a) above of this offer commencing the Sunday following the first week ending in which the affected store's weekly sales fall below the store's "**twenty** (20) week average" weekly sales figure.
- (c) When the hours of part-time employees increase in those stores previously affected by a competitor's opening, additional increases in the hours of work of part-time employees will be scheduled according to the following formula:
 - (i) 50% to Post-March 17th, 1993 employees
 - (ii) 50% to Pre-March 17th, 1993 employees

Until the Pre-March 17th, 1993 part-time employees are working one hundred (100%) percent of their base hours.

- (d) When a competitor's opening has resulted in a reduction in the weekly hours worked by an employee hired prior to March 17th, 1993, 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 an employee hired prior to March 17th, 1993 who are working a weekly schedule of hours which is less than their base hours.

Applications 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 employee hired prior to March 17th, 1993 will be scheduled to work less than their base hours when other employees hired prior to March 17th, 1993 are working in excess of the base hours.

11.13 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 senior employees hired prior to March 17th, 1993 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 employees hired prior to March 17th, 1993 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 part-time employee hired prior to March 17th, 1993 is transferred to another store, seniority will govern in the achievement of the employee's base hours.

Once all the employees hired prior to March 17th, 1993 have achieved their base average of weekly hours worked, the senior employees hired prior to March 17th, 1993 in the scheduling group will receive preference in the formula scheduling of additional new growth hours on a weekly basis.

11.14 Displaced Employees - Closing of Department

When a full-time employee with one (1) or more years service is displaced due to a department closing or a job becoming redundant and who has sufficient seniority to displace a junior employee, the Employer agrees to give training to said employee, for a position presently in existence within the bargaining unit. Said employee shall be given credit for their career hours to a maximum of seventy-five hundred one (7,501) hours in that classification. If the employee is successfully retrained within the similar period given a new employee (**two hundred** (200) hours), the employee may then exercise his/her seniority rights over junior, full-time employees within that classification. If the employee is successfully retrained within the period given, then the employee will progress through the acceleration period of the new classification. If said employee cannot satisfactorily be retrained in that position, the employee shall be afforded an opportunity, based on seniority, to work part-time in their former classification, if such classification is still in existence; otherwise, the employee shall be terminated with severance pay as below:

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

The Employer will attempt, to the best of his ability, to find a job within the bargaining unit for full-time employees with

less than one (1) years seniority and part-time employees. If it is not possible, services of said employees will be terminated.

11.15 Technological Changes

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

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

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

If an employee refuses part-time employment, **they** shall be considered to have terminated employment with the Employer. Any regular, full-time employee with one (1) or

more years service, whose employment is terminated by the Employer under this provision, shall receive one (1) weeks severance pay for each year of continuous full-time service, up to a maximum of fifteen (15) weeks pay.

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

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

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

Article 12 – Scheduling

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

12.1 Definitions

In this Article:

“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 all shifts in their department a minimum of three (3) days per week, Monday to Friday, plus Saturday, Sunday, and General Holidays. (Employees hired before February 14th, 1987 have the opportunity to restrict themselves from Sundays).

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

A restricted employee must be available anytime on Sundays 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.

12.2 Scheduling Groups

- (a) General Clerks, including Produce and Grocery Clerks, Utility Clerks.
- (b) Clerk Cashiers, including File Maintenance*, Customer Service**, and Office Clerks.
- (c) Bakery Sales Clerks.
- (d) Health and Beauty Aid Clerks, Variety Clerks, and Cosmetic Clerks.
- (e) Pharmacy Assistants.
- (f) Pharmacy Technicians.

- (g) Floral Clerks.
- (h) Bakers (including apprentices), Production Assistants, Cake Decorators.
- (i) Courtesy Clerks.
- (j) Coffee Bar Clerks.
- (k) Meat Department (Meat Cutters and Meat Clerks) (Lloydminster).
- (l) Fish Department (Lloydminster).
- (m) Deli Department (Lloydminster).

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

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

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

12.3 Scheduling

- (a) In the ordinary course of business, the order of scheduling employees within each scheduling group will be:
 - (i) Full-time employees to the extent of their basic workweek.

- (ii) Unrestricted part-time employees.
 - (iii) Restricted part-time employees.
- (b) Unrestricted base hour employees will be scheduled more hours than other part-time employees in their classification in their department, and no less than their base provided there are hours available in their classification in their department after the full-time employees have all been scheduled and the employee has indicated availability to work those hours.
- (c) Unrestricted part-time employees will be scheduled before restricted part-time employees (i.e. unrestricted part-time employees will be scheduled to work a minimum of one (1) more hour than restricted employees).
- (d) Subject to Articles 12.3 (a) through (c), unless fitness and ability are greater than other part-time employees in the classification and in the department, in scheduling part-time employees:
 - (i) Preference in the available weekly hours of work shall be given to senior part-time employees within their classification and in their department, insofar as this is consistent with their availability and willingness to perform the work; and
 - (ii) Senior part-time employees within a classification and a department will be given the opportunity to work their hours for the week in a fewer number of days.

- (e) All full-time employees including Department Managers will, on a fair rotation basis, work evening shifts and no full-time employee will be required to work more than two (2) evenings per week, (after 6:30 p.m. for customer shopping convenience) except in cases of an emergency. It is understood that this shall not preclude employees from requesting that they be allowed to work additional evening shifts when the store is open for sales after 6:30 p.m. 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. It is understood that this excludes Courtesy Clerks.

Where there are issues regarding fair rotation (including the scheduling of Department Managers), the Employer and Union agree to meet to discuss a solution.

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

- (f) There shall be an interval of not less than ten (10) hours between shifts for all employees. An employee who is not allowed ten (10) hour intervals between shifts shall be paid the rate of time and one half (1 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) worked. That employee is entitled to pay as follows: the first two (2) hours at time and one half (1 ½ X), the next six (6) hours at regular time and the last two (2) hours at time and one half (1 ½ X) because these hours exceed eight (8) in one (**1**) day).

- (g) The Employer may transfer an employee between scheduling groups to provide relief and additional help after all part-time employees within that scheduling group have been given the opportunity to work the available shifts up to the point of being scheduled overtime.
- (h) The Employer shall schedule all full-time employees two (2) consecutive days off (Saturday-Sunday) or (Sunday-Monday) once every four (4) weeks, and where practical, the schedule will provide for fair rotation of the above combinations.

Further, should an employee desire to have some other days off at the time **they** normally would be scheduled two (2) consecutive days off, as set out above, they shall advise the Employer, in writing, before the schedule for the week in question is posted, and if the same occurs, the employee will forfeit his/her two (2) consecutive days off in that four (4) week period.

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

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

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

(j) R.T.O.'s (Request for Time Off)

Employees who have a specific request for time off shall inform the Employer in writing of the specific days that they are requesting by Wednesday prior to the schedule being posted. ***If the request is denied, the employee will be informed as soon as reasonably practical following the decision being made.***

(k) The Employer agrees **to** fully comply with any law requiring that employees be given time to vote.

(l) Express checkout duties will be rotated, unless otherwise mutually agreed. Further, no Clerk Cashier will be required to serve more than five (5) hours per day in such duties.

(m) New Business Stores

The Employer will have the flexibility to schedule pre-March 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 Victoria Day falls and finishing the last Saturday in October. These employees will be returned to their previous part-time status no later than the Sunday following the last Saturday in October.

12.4 Restrictions and Availability Forms

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

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

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

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

Part-time employees will be required to work according to their most recent declaration of availability. Employees cannot use a floating availability date to limit or further limit their availability between November 15th and the end of the year.

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

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

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

An unrestricted part-time employee may occasionally request one (1) or two (2) specific days off in a week without a reduction in hours, provided that other hours are available and the employee is otherwise eligible to work those hours under the provisions of this Collective Agreement. Such employee 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 endeavor to make any changes to the posted schedule by the close of the store on the same day. The changes will be made in red ink.***

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

12.6 Reduction of Hours

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

The Union agrees that the Employer shall have the right to determine the minimum number of employees it requires in each classification to provide service to the customers in its locations. Subject to Articles 12.2 and 12.3, the Employer agrees to minimize the reduction of weekly hours of work for senior part-time employees, wherever possible, when a downward adjustment of hours is implemented.

12.7 Maximum and Minimum Weekly Hours

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

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

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

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

12.8 Sunday Work

- (a) Sunday shall be considered the first day of the employee's basic work week for all purposes of this Collective Agreement.
- (b) ***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 on or before February 14th, 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 same classification in the department who perform the same job in accordance with the following:

- (a) In the event that an occasion arises where work beyond that which is scheduled is necessary, a base employee shall be entitled to work an additional shift if their current weekly schedule of hours allows them to do so without exceeding the basic work week as defined in Article 4 of this Collective Agreement.

- (b) 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.

12.11 Night Stocking

- (a) An employee assigned to night stocking shall have the same starting time each shift for the calendar week except:
 - (i) In stores where night stocking is not in effect five (5) nights per week, there shall be not more than one (1) midnight shift with other shifts during the week, being either day or afternoon shifts. The midnight shift commences Sunday midnight only.
 - (ii) Where there is an issue of a junior part-time employee scheduled more hours on night stocking than a senior part-time employee who has not been scheduled night stocking, and there

are no other scheduling options available, the senior part-time employee who has not been assigned to night stocking for the week may be scheduled not more than one (1) midnight shift with other shifts during the week, being day or afternoon shifts.

- (b) Normal night stocking shall not exceed four (4) weeks over an eight (8) week period. Under unusual circumstances and by mutual agreement between Management, the employee, and the Union, the time limit set forth in this paragraph may be altered.
- (c) Night shift work shall be on a fair rotation of all staff working the area concerned with the exception of the Assistant Manager and one (1) other designated clerk.
- (d) The Employer will endeavour to schedule night crews on a consecutive day basis whenever possible.
- (e) When an employee is rotated from assigned day shift to a series of night stocking shifts, then the Saturday preceding their first midnight shift shall be designated as their regular day off for the week preceding the shift of night stocking work.
- (f) No clerk shall be required to work alone on the premises on the night shift.
- (g) The above shall be subject to emergencies in Article 12.5 or when employees, subject to the approval of Management and the Union, desire a modified shift.

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, direct and control store operations; the direction of the working force; the discharge or discipline of employees for ***just cause***, and those matters requiring judgement as to competency of employees, is the sole right and function of the Employer.
- 13.2 The Parties agree that the foregoing enumeration of Management rights shall not be deemed to exclude other recognized functions of Management not specifically covered in this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.
- 13.3 The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.
- 13.4 It is understood that the discharge of employees for any reason whatsoever (including terminations for alleged incompetency), is subject to and may be processed under grievance and arbitration articles of this Agreement.

Article 14 – Union Security

14.1 Union Stewards

The Employer agrees that Union Stewards will not be transferred (except with the consent of the employee involved) to another store, providing the Union supplies the Employer with a current list of the Union Stewards ***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 Visits to Stores

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

If the visit will occur during a time when the store is not open to the public and Management is not normally present, the Union Representative will notify the Store Manager or the 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.

14.3 Union Leave

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

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

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

14.4 Schedules

Outside working hours and following reasonable notification to the Store Manager or person in charge of the store, a Shop Steward or Union Representative will be allowed to make a copy of a department schedule and remove the copy

from the store. The Union agrees to deal with the copied schedules in a confidential manner.

14.5 Bulletin Boards

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.

14.6 Notices

Notices pertaining to Union meetings, Union social events, or matters of information relating to the membership of the Union may be posted on the store bulletin board after such notices are approved by Management.

14.7 Union Decal

The Employer agrees to display the official Union decal of the United Food and Commercial Workers Canada Union, Local No. 401 in a location where it can be seen by customers.

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

14.9 (a) The Employer will supply a report to the Union containing the following information on a mutually agreed data processing medium following the close of the 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.*

14.10 Education and Training Fund

The Employer agrees to make contributions to the United Food and Commercial Workers Canada Union, Local No. 401 Education and Training Fund of fourteen (\$0.14) cents per hour for each hour that the Employer pays dental contributions on as per Article 8.10(a).

14.11 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.

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

Article 15 – Discipline

15.1 *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 Retail Steward, the Employer shall use a Meats 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 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 be 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 by the Union in its grievance.

(d) The procedure for adjustment of grievances and disputes by an employee shall be as follows:

(i) By a discussion between the employee and 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 Representative 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 the grievance.
- 17.5 The decisions 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 – Miscellaneous

18.1 Clerk's Work Clause

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

- (a) Supervisory and specialist personnel of the Employer
- (b) Sales persons handling spice - Club House
- (c) Rack jobbers (Alberta Toy and Johnson Nut)
- (d) Demonstrators
- (e) Special personnel assisting prior to new store opening and one (1) week thereafter (including major store remodelling)
- (f) Sales persons employed in the building of special displays (mechanical only)

End displays on regular store fixtures shall not be considered as special displays except that sales persons may assist in the design and decoration of such displays, provided that replenishing of merchandise shall be performed by employees of the Employer.

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

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

When there is a violation of the Clerk's Work Clause in any particular store, the Union will provide a written warning to the Store Manager, with copies to the Labour Relations and Human Resources Managers. In the case of a subsequent violation in that particular store within twelve (12) months of the written warnings (by any Sales Representative regardless of the Company), the Employer will pay a fine of two hundred

(\$200.00) dollars. Such fine will be paid by the Employer to the United Food and Commercial Workers Canada Union, Local No. 401,

- (i) 50% to Dental Care Plan
- (ii) 50% to Scholarship Fund

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

(g) Salesmen Checking Outdated Merchandise

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

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

(h) Special Promotional Material

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

(i) Relines

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

(i) Changes in Schematics

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

(ii) New Safeway Operations Programs

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

(iii) New Categories

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

(iv) Store Relines (Involving the Safeway Operations Reline Crew)

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

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

(v) Major Store Remodel

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

(vi) New Stores

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

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

(j) Greeting Cards

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

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

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

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

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

- (i) ***The Employer shall have the right to use up to two (2) vendors per store commencing in the second year of the contract (commencing August 10th, 2021), three (3) vendors in the third (3rd) year of the contract (commencing August 10th, 2022), four (4) vendors in the fourth (4th) year of the contract (commencing August 10th, 2023); and five (5) vendors in the fifth (5th) year (commencing August 10th, 2024). The names of the third party vendors will be provided in a list to the Union twice (2X) per year.***

18.2 Maintenance and Adequate Heating Facilities

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

18.3 Discrimination/Intimidation

Employees will not be subject to intimidation by the store Management as a result of exercising their legitimate rights under the Collective Agreement.

No employee shall be charged or discriminated against for any lawful Union activity or for serving on a Union committee or for reporting to the Union the violation of any provisions of this Agreement. Instances of alleged violations of the foregoing will be brought to the attention of the Labour Relations and Human Resources Managers, and a full investigation by the parties will follow.

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

18.4 Wearing Apparel

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

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

Special clothing, such as rain capes and parkas, is to be supplied as decided by the Employer, where required. Members shall be permitted to wear sweaters and/or such other clothing as they may deem

necessary providing such clothing conforms to Employer policy. Gloves will be made available, as required, for use in cold weather. (Employees shall be permitted to wear suitable boots in inclement weather).

The Employer agrees to supply rubber boots to employees in Produce and Meats (Lloydminster) who require them.

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

18.5 Lockers

The Employer will not search an employee's locker without his/her consent or proper authorization.

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

18.6 Polygraph Tests

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

18.7 Work Assignments

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

18.8 Sexual Harassment

The Union and the Employer agree that the stores covered by this Collective Agreement should be free of sexual harassment, and the Employer and the Union agree to cooperate with each other in preventing and eliminating sexual harassment.

The employee shall have the right to grieve under the Collective Agreement.

18.9 Transportation

When an employee is transferred to another store during their work shift, they shall be paid for all time spent enroute from one store to the other and will be paid 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 kilometre. It is also understood that this amount may be changed from time to time according to Employer policy.

18.10 Joint Labour Management Committee

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

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

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

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

18.11 Safety

It shall be the duty and responsibility of both the Employer and the employee to co-operate and insure that tools, equipment, and utilities used by the employees are maintained in a good and safe condition.

18.12 Employee Security

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

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

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

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

18.13 **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 workplace.

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

Composition

There shall be between four (4) and ten (10) committee members representing the entire store on each store's committee. There will be equal or more Employee representatives than 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.

18.14 Staff Meetings

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

18.15 Department Meetings

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

18.16 Cash Shortage

No employee may be required to make up cash register shortages unless **they are** given the privilege of checking the money and daily receipts upon starting and completing the work shift, and unless the employee has exclusive access to the cash register during the work shift, except as specified below:

No employee may be required to make up register shortages when Management exercises the right to open the register during the employee's work shift, unless the register is opened in the presence of the employee and the employee is given the opportunity to certify all withdrawals and/or deposits.

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

18.17 Learning Prices

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

18.18 Water

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

- (a) The bottle is a “Safeway” brand or in an unbranded refillable container.
- (b) The size is no larger than one (1L) litre.
- (c) The bottle is stored under a counter or till.
- (d) The cashier exercises common courtesy with customers while consuming water.

18.19 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.

18.20 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 endeavour 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.

Article 19 – Job Descriptions

19.1 (a) General Clerks

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

These duties include:

Grocery

1. Write grocery order.
2. Loading and unloading of all merchandise – receiving freight – checking in merchandise - stocking in back room.
3. Selecting and loading – merchandise for sales floor distribution.
4. Cutting cases – price marking and changes.
5. Night stocking and day stocking – merchandise on shelves.
6. Set up displays.
7. Frozen Food, Dairy and Bakery Section – loading, unloading, storage, rotation, and ordering.
8. Schedule flow of merchandise – arrange stock room, laundry supplies, damaged merchandise, spoils, salvage, and empty bottle program.
9. Customer Service – basket retrieval.

10. File Maintenance (the employee in the store who bears the chief responsibility for the maintenance and implementation of store scanner files).

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

Produce

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

Sanitation

17. Sanitation Program – up keep.
18. Washing and cleaning – floors (maintenance) shelves wash and dust, light fixtures, windows, clean parking lot.
19. Garbage and cardboard – look after refuse, bailing cardboard.
20. Minor repairs – hanging signs.

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

(b) Clerk-Cashier

The duties of a Clerk-Cashier are as follows:

1. Check-stand duties.
2. Price changes (including the changing of shelf tickets).
3. Office work.
4. Stocking of pop coolers, chocolate bars, chewing gum, and candy in the check stand area.
5. Stocking of tobacco, excluding case lots tobacco products.
6. Cleaning and housekeeping duties relating to check-stand, snack bar, or bakery counter.
7. Bakery counter.
8. Operating the till in self serve Tim Hortons for relief of rest and meal periods.
9. Operate the till and wrap flowers for the Floral Department during seasonable periods as defined as Christmas, Mother's Day, Valentine's Day, Easter, Thanksgiving.

Any Clerk-Cashier who is instructed by Management or person in charge to perform duties other than those listed above, for **two (2) hours** or more in a shift, shall be paid the top rate of the Pre-2003 General Clerk classification for the complete shift.

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

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

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

If after a reasonable period of training (not exceeding 200 hours) the Clerk-Cashier is not performing the duties of the job satisfactorily, **they** shall no longer be eligible for office work.

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

(c) Bakery Sales Classification

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

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

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

(d) Job Description – Health and Beauty Aid/Variety Clerk

Orders and stocks the various types of variety merchandise.

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

Responsible for the continuity programs and firm orders.

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

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

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

(e) Pharmacy Assistant

1. Train other Pharmacy staff – computer/devices, etc.
2. Train customers to use diabetes meters, electric breast pumps, and other medical devices.
3. Obtain the necessary patient and prescription information and update the patient profile.
4. Nursing home and med pak procedures.
5. Prepare the prescription order (counting/measuring and pouring, generating the prescription label).
6. Operate the Pharmacy cash register.
7. Inventory control of prescription drugs, pharmacy supplies and variety merchandise (ordering/

receiving/rotating stock and maintain inventory files in computer).

8. Facing and stocking shelves in the sales area adjacent to the Pharmacy when time permits.

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

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

(f) Floral Clerk

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

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

Any Floral Clerk who is instructed by Management or person in charge to perform duties other than those listed above for fifteen (15) minutes or more in a shift

shall be paid the top rate of the Pre-2003 General Clerk classification for the complete shift.

(g) Courtesy Clerk

1. Handling of shopping buggies – retrieving, etc.
2. Bagging.
3. General clean-up of all kinds in check stand area.
4. Take-out service to customers.
5. Bagging supplies.
6. Entrance way clean up and sidewalk adjacent to store.
7. Empty beverage container collection.
8. Sweeping sales floor.
9. Merchandise returns.
10. Emergency clean up.
11. Price checks.
12. Parking lot clean up, including shovelling cart corrals.
13. Cleaning customer tables located outside of the store.

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

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

(h) Coffee Bar Clerk

- (i) Knowledge of coffee and tea products.

- (ii) Operate cash register.
- (iii) Prepare and serve products.
- (iv) Display, merchandise and price products for sale.
- (v) Cleaning and general up keep of department.
- (vi) Temperature recording.
- (vii) Order, storage, rotation, stocking, and receiving of merchandise.
- (viii) Cleaning customer tables located inside and outside of the store.

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

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

In the case of Tim Hortons, where the baking equipment is located in the Coffee Kiosk, the Coffee Bar Clerk shall operate this equipment.

Article 20 – Customer Complaints and Abuse

The Employer agrees there shall be zero 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 21 – Employee Rights

21.1 ***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 22 – Expiration and Renewal

22.1 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) days and not less than sixty (60) days before the expiry date or renewal date of such Agreement, give notice, in writing, to the other party to (a)

terminate such Agreement, or (b) to negotiate revisions thereof.

22.2 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"

1. Incentives

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

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

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

2. 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.

3. 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.

4. Wage Rates for All Employees

Appendix "A" – Wage Scales

Sales/Service 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

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

Sales/Service Clerks*			
Hours - Pre-February 26 th , 2008	Hours - Post February 26 th , 2008	Current	August 16 th , 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

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

Pre-June 21 st , 2003 Employees General Clerk/Customer Service		
Hours	Current	August 16th, 2020
10000+	\$24.09	\$24.25
Overscale	\$24.89	\$25.26

Pre-June 21 st , 2003 Employees Clerk Cashier/Bakery Sales		
Hours	Current	August 16th, 2020
10000+	\$23.27	\$23.62
Overscale	\$24.07	\$24.43

Pre-June 21 st , 2003 Utility Clerks		
Hours	Current	August 16th, 2020
10000+	\$23.35	\$23.70
Overscale	\$24.15	\$24.51

Pharmacy Assistant - Pre-February 26 th , 2008		
Hours	Current	August 16th, 2020
10000+	\$23.20	\$23.55
Overscale	\$24.00	\$24.36

Pharmacy Assistant - Post-February 26 th , 2008		
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	\$15.40	\$15.40
2000-2499	\$15.85	\$15.85
2500-2999	\$16.30	\$16.30
3000-3499	\$16.75	\$16.75
3500-3999	\$17.20	\$17.20
4000-4499	\$17.65	\$17.65
4500-4999	\$18.10	\$18.10
5000-5499	\$18.55	\$18.55
5500-5999	\$19.05	\$19.05
6000+	\$23.20	\$23.55
Overscale	\$24.00	\$24.36

Courtesy Clerks - Pre-February 26 th , 2008		
Hours	Current	August 16th, 2020
7000+	\$15.00	\$15.35
Overscale	\$15.70	\$15.94

Courtesy Clerks - Post-February 26 th , 2008, Pre March 12 th , 2015		
Hours	Current	August 16, 2020
5000+	\$15.00	\$15.35
Overscale	\$15.70	\$15.94

Courtesy Clerks - Post March 12 th , 2015		
Hours	Current	August 16th, 2020
0-500	\$15.00	\$15.00
501-1000	\$15.00	\$15.05
1001-1500	\$15.00	\$15.10
1501-2000	\$15.00	\$15.15
2001-2500	\$15.00	\$15.20
2501-3000	\$15.00	\$15.25
3001+	\$15.00	\$15.35

Coffee Bar Servers - Pre February 26 th , 2008		
Hours	Current	August 16th, 2020
7500+	\$15.00	\$15.35
Overscale	\$15.70	\$15.94

Coffee Bar Servers - Post February 26 th , 2008, Pre March 12 th , 2015		
Hours	Current	August 16th, 2020
5000+	\$15.00	\$15.35
Overscale	\$15.70	\$15.94

Coffee Bar Servers - Post March 12 th , 2015		
Hours	Current	August 16th, 2020
0-500	\$15.00	\$15.00
501-1000	\$15.00	\$15.05
1001-1500	\$15.00	\$15.10
1501-2000	\$15.00	\$15.15
2001-2500	\$15.00	\$15.20
2501+	\$15.00	\$15.35

Non-Ticketed Bakers - Post June 21 st , 2003			
Pre February 26 th , 2008	Post February 26 th , 2008	Current	August 16th, 2020
7500+	4500+	\$24.26	\$24.62
Overscale		\$25.06	\$25.44

Non-Ticketed Bakers - Post June 10 th , 2011		
Hours	Current	August 16th, 2020
0-1499	\$15.00	\$15.00
1500-2999	\$15.00	\$15.10
3000-4499	\$15.00	\$15.20
4500-5999	\$15.85	\$15.85
6000-6499	\$16.85	\$16.85
7500+	\$21.86	\$22.19
Overscale	\$22.66	\$23.00

Ticketed Bakers		
	Current	August 16th, 2020
Journeyman	\$24.51	\$24.88
Overscale	\$25.31	\$25.69
First year (65% of Journeyman rate)	\$15.93	\$16.17
Second year (75% of Journeyman rate)	\$18.38	\$18.66
Third year (85% of Journeyman rate)	\$20.83	\$21.15
Fourth year (100% of Journeyman rate)	\$24.51	\$24.88

Cake Decorators - Pre June 21 st , 2003		
Hours	Current	August 16th, 2020
10000+	\$23.29	\$23.64
Overscale	\$24.09	\$24.45

Cake Decorators - Post June 21 st , 2003		
Hours	Current	August 16th, 2020
7500+	\$22.50	\$22.84
Overscale	\$23.30	\$23.65

Cake Decorators - Post February 26 th , 2008		
Hours	Current	August 16th, 2020
0-499	\$15.00	\$15.00
500-1499	\$15.00	\$15.10
1500-1999	\$15.00	\$15.20
2000-2499	\$15.00	\$15.30
2500-2999	\$15.00	\$15.40
3000-3499	\$15.00	\$15.60
3500-3999	\$15.00	\$15.70
4000-4499	\$15.00	\$15.80
4500+	\$22.50	\$22.84
Overscale	\$23.30	\$23.65

Bakery Production Assistants - Pre February 26 th , 2008		
Hours	Current	August 16th, 2020
10000+	\$17.50	\$17.76
Overscale	\$18.30	\$18.57

Bakery Production Assistants - Post February 26 th , 2008		
Hours	Current	August 16th, 2020
4000+	\$15.00	\$15.35
Overscale	\$15.60	\$15.83

Bakery Production Assistants - Post March 12 th , 2015		
Hours	Current	August 16th, 2020
0-500	\$15.00	\$15.00
501-1000	\$15.00	\$15.05
1001-1500	\$15.00	\$15.10
1501-2000	\$15.00	\$15.15
2001-2500	\$15.00	\$15.20
2501+	\$15.00	\$15.35

Lloydminster Meat Employees

Cutters		
Hours - Post February 26 th , 2008	Current	August 16th, 2020
0	\$15.00	\$16.50
500	\$15.35	\$16.85
1000	\$15.85	\$17.35
1500	\$16.35	\$17.85
2000	\$16.85	\$18.35
2500+	\$24.50	\$24.87
Overscale	\$25.30	\$25.68

Meat Clerks			
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

- To include the following jobs: meat clerks, fish clerks, deli clerks, Chinese Kitchen, and Sushi Chefs

	Current	<i>August 16th, 2020</i>
1 st Assistant Manager	\$29.85	\$30.30
2 nd Assistant	\$28.85	\$29.28
Produce Manager	\$27.32	\$27.73
Coffee Bar Operator	\$19.50	\$19.79
Bakery Manager	\$27.32	\$27.73
Meat Manager	\$28.92	\$29.35
Deli Manager	\$27.32	\$27.73
Fish Dept Manager	\$25.40	\$25.78
Chinese Kitchen Manager	\$25.40	\$25.78
Management Trainee (pre June 21 st , 2003)	\$24.89	\$25.26
Assistant Produce Manager (pre June 21 st , 2003)	\$25.39	\$25.77
Assistant Bakery Manager (Journeyman)	\$25.81	\$26.20
Assistant Bakery Manager (Non-Journeyman)	\$25.56	\$25.94
Assistant Meat Manager	\$28.20	\$28.62
Assistant Deli Manager	\$24.30	\$24.66
Head Cashier (pre June 21 st , 2003)	\$25.89	\$26.28
Head File Maintenance (pre June 21 st , 2003)	\$24.89	\$25.26
Floral Operator	\$24.80	\$25.17

Variety Operator	\$25.05	\$25.43
Non-Retail Pharmacy Assistant Supervisor	\$25.25	\$25.63
Non-Retail Pharmacy Tech Supervisor	\$30.85	\$31.31

Post Ratification June 21st, 2003

	Current	August 16th, 2020
Management Trainee	\$23.30	\$23.65
Assistant Produce Manager	\$23.80	\$24.16
Head Cashier	\$24.30	\$24.66
Head File Maintenance	\$23.30	\$23.65

Registered Pharmacy Technician		
Hours	Current	August 16th, 2020
0-499	\$23.20	\$23.20
500-999	\$23.40	\$23.40
1000-1499	\$23.60	\$23.60
1500-1999	\$23.80	\$23.80
2000-2499	\$24.00	\$24.00
2500-2999	\$24.20	\$24.20
3000-3499	\$24.65	\$24.65
3500-3999	\$25.10	\$25.10
4000-4499	\$25.55	\$25.55
4500-4999	\$26.00	\$26.00
5000+	\$28.80	\$29.23
Overscale	\$29.60	\$30.04

Grand Prairie/Fort McMurray Scales

Sales/Service Clerks - Hired after March 12 th , 2015 Grand Prairie + Fort McMurray		
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	\$15.15	\$15.50
3000-3499	\$15.50	\$15.60
3500-3999	\$15.85	\$15.85
4000-4499	\$16.20	\$16.20
4500-4999	\$16.55	\$16.55
5000-5499	\$16.90	\$16.90
5500-5999	\$17.25	\$17.25
6000-6499	\$17.60	\$17.60
6500-6999	\$17.95	\$17.95
7000-7499	\$18.30	\$18.30
7500-7999	\$18.65	\$18.65
8000-8499	\$19.00	\$19.00
8500-8999	\$19.35	\$19.35
9000-9499	\$19.70	\$19.70
9500-9999	\$20.05	\$20.05
10000+	\$22.65	\$22.96

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

Courtesy Clerks - Post March 12 th , 2015 Grand Prairie + Fort McMurray		
Hours	Current	August 16th, 2020
0-500	\$15.00	\$15.00
501-1000	\$15.00	\$15.05
1001-1500	\$15.00	\$15.10
1501-2000	\$15.00	\$15.15
2001-2500	\$15.00	\$15.20
2501-3000	\$15.00	\$15.25
3000 +	\$16.65	\$16.87

Coffee Bar Servers - Post March 12 th , 2015 Grand Prairie + Fort McMurray		
Hours	Current	August 16th, 2020
0-500	\$15.00	\$15.00
501-1000	\$15.00	\$15.05
1001-1500	\$15.00	\$15.10
1501-2000	\$15.00	\$15.15
2001-2500	\$15.00	\$15.20
2501+	\$16.65	\$16.87

Bakery Production Assistants - Post March 12 th , 2015 Grand Prairie + Fort McMurray		
Hours	Current	August 16th, 2020
0-500	\$15.00	\$15.00
501-1000	\$15.00	\$15.05
1001-1500	\$15.00	\$15.10
1501-2000	\$15.00	\$15.15
2001-2500	\$15.00	\$15.20
2501+	\$16.65	\$16.77

Pharmacy Assistant - Post February 26 th , 2008 Grand Prairie + Fort McMurray		
Hours	Current	August 16th, 2020
0-499	\$15.95	\$15.95
500-999	\$16.35	\$16.35
1000-1499	\$16.75	\$16.75
1500-1999	\$17.15	\$17.15
2000-2499	\$17.60	\$17.60
2500-2999	\$18.05	\$18.05
3000-3499	\$18.50	\$18.50
3500-3999	\$18.95	\$18.95
4000-4499	\$19.40	\$19.40
4500-4999	\$19.85	\$19.85
5000-5499	\$20.30	\$20.30
5500-5999	\$20.80	\$20.80
6000+	\$24.95	\$25.30
Overscale	\$25.75	\$26.11

Cake Decorators - Post June 21 st , 2003 Grand Prairie + Fort McMurray		
Hours - Post February 26 th , 2008	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	\$15.23	\$15.50
3000-3499	\$15.70	\$15.70
3500-3999	\$16.17	\$16.17
4000-4499	\$16.63	\$16.63
4500+	\$24.25	\$24.59
Overscale	\$25.05	\$25.40

Non-Ticketed Bakers - Post June 10 th , 2011 Grand Prairie + Fort McMurray		
Hours	Current	August 16th, 2020
0-1499	\$15.00	\$15.00
1500-2999	\$15.60	\$15.60
3000-4499	\$16.60	\$16.60
4500-5999	\$17.60	\$17.60
6000-6499	\$18.60	\$18.60
7500+	\$23.61	\$23.94
Overscale	\$24.41	\$24.75

Pre-June 21st, 2003 Rates and Scales for employees in Fort McMurray

General Clerk/Customer Service - Pre June 21 st , 2003		
Hours	Current	August 16th, 2020
10000+	\$24.18	\$26.29
Overscale	\$24.98	\$27.10

Journeyman Bakers - Pre June 21 st , 2003		
Hours	Current	August 16th, 2020
10000+	\$24.60	\$26.72
Overscale	\$25.40	\$27.53

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

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

Courtesy Clerks - Post March 12 th , 2015 Canmore		
Hours	Current	August 16th, 2020
0-500	\$15.00	\$15.00
501-1000	\$15.00	\$15.05
1001-1500	\$15.00	\$15.10
1501-2000	\$15.00	\$15.15
2001-2500	\$15.00	\$15.20
2501-3000	\$15.00	\$15.25
3001+	\$15.65	\$15.87

Coffee Bar Servers - Post March 12 th , 2015 Canmore		
Hours	Current	August 16th, 2020
0-500	\$15.00	\$15.00
501-1000	\$15.00	\$15.05
1001-1500	\$15.00	\$15.10
1501-2000	\$15.00	\$15.15
2001-2500	\$15.00	\$15.20
2501+	\$15.65	\$15.87

Bakery Production Assistants - Post March 12 th , 2015 Canmore		
Hours	Current	August 16th, 2020
0-500	\$15.00	\$15.00
501-1000	\$15.00	\$15.05
1001-1500	\$15.00	\$15.10
1501-2000	\$15.00	\$15.15
2001-2500	\$15.00	\$15.20
2501+	\$15.55	\$15.77

Cake Decorators - Canmore		
Hours - Post February 26 th , 2008	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	\$15.17	\$15.70
4000-4499	\$15.63	\$15.80
4500+	\$23.25	\$23.58
Overscale	\$24.05	\$24.40

Non-Ticketed Bakers - Post June 10 th , 2011 Canmore		
Hours	Current	<i>August 16th, 2020</i>
0-1499	\$15.00	\$15.00
1500-2999	\$15.00	\$15.10
3000-4499	\$15.60	\$15.60
4500-5999	\$16.60	\$16.60
6000-6499	\$17.60	\$17.60
7500+	\$22.61	\$22.94
Overscale	\$23.41	\$23.75

Pharmacy Assistant - Post February 26 th , 2008 Canmore		
Hours	Current	<i>August 16th, 2020</i>
0-499	\$15.00	\$15.00
500-999	\$15.35	\$15.35
1000-1499	\$15.75	\$15.75
1500-1999	\$16.15	\$16.15
2000-2499	\$16.60	\$16.60
2500-2999	\$17.05	\$17.05
3000-3499	\$17.50	\$17.50
3500-3999	\$17.95	\$17.95
4000-4499	\$18.40	\$18.40
4500-4999	\$18.85	\$18.85
5000-5499	\$19.30	\$19.30
5500-5999	\$19.80	\$19.80
6000+	\$23.95	\$24.30
Overscale	\$24.75	\$25.11

Appendix "B"

Bakery

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

1. Rates for Relief Work

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

2. Shift Work

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

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

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

(c) The present practice of the five (5) minute change time at the end of shift shall be continued.

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

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

3. Full-Time Position Filling

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

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

4. Scheduling of Journeyman/Apprentices and Non-Ticketed Bakers

Journeyman and third (3rd) year Apprentice Bakers will be scheduled prior to post ratification non-ticketed bakers (current non-ticketed Bakers are not affected).

5. Apprentice Bakers

The Employer agrees to work with Apprentice Bakers to provide exposure to a variety of tasks to aid them in the successful completion of their apprenticeship.

If an apprentice is unable to attain the hours in their store, the Employer will consider a request for a transfer to another store.

An apprentice who has made application to attend school shall notify the Employer at least sixty (60) days prior to the session. The Employer shall make it possible for apprentices to attend school in each twelve (12) month period of their apprenticeship. If the Employer is unable to allow an apprentice to attend a particular session due to operational requirements, the Employer will allow the apprentice to attend the next available session provided the apprentice has applied and given sixty (60) days notice to the Employer.

6. Bakery Production Assistant Clerks

Bakery Production Assistant Clerks shall only be scheduled to work when a Bakery Manager, Assistant Bakery Manager, Journeyman Baker, **third** (3rd) year Apprentice, or top rate non-ticketed baker are working unless the Production Assistant Clerk is only performing clean-up duties or duties in the Bakery Department associated with the Tim Horton's operation.

7. Movement between the Apprentice and Baker Classification

A pre-ratification (June 10th, 2011) employee who is currently an Apprentice who wishes to discontinue with the Apprenticeship program will be moved to the non-ticketed

Baker scale. They will retain their current rate of pay as an Apprentice and be placed off scale for **one thousand five hundred** (1500) hours. After completion of the **one thousand five hundred** (1500) hours, they will move to the next highest rate on the scale.

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

8. Description of Duties (Bakery Classifications)

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

(a) Cake Decorator

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

(b) Bakery Production Assistant Clerk

- Fry/Ice/Rack Donuts
- Clean up (including donut fryer)

- Preparing of pans such as cleaning, greasing, and icing
- Pan fresh and frozen sweet goods for the next day's production
- Handling racks and trays
- Put away orders (excluding check off of invoices)
- Unload French bread from the oven for late afternoon fresh program
- Unwrap cakes, sweet goods, and all dessert items
- Pan, proof, bake, decorate all products for Tim Horton's (where the equipment is in Bakery)
- Operate the Tim Hortons' equipment only, where the equipment is in the Bakery (not the normal commercial bakery equipment except where specified above)
- Preparing and panning frozen dough items for bake off
- Make garlic bread and cheese bread.

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

9. Apparel

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

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

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

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

10. Bakery Sanitation

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

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

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

Appendix "C"

Lloydminster Meats

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

1. The Employer recognizes the Union as bargaining agent for all employees in the Meat, Fish, and Delicatessen Departments in the retail stores of the Employer located in the City of Lloydminster 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.
2. 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.
3. Additional Compensation
 - (a) Notwithstanding Article 11.4 of the Collective Agreement, the Employer may designate the individuals who 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 are demoted or who voluntarily step down from these classifications will be placed in the classification that they were promoted from at the rate corresponding to their career hours.

- (b) 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 as per Article 5.4.

4. 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 the greater of eighty-five (\$0.85) cents per hour or the applicable Manager rate 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. 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.

6. 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 Resources 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.

7. (a) Meat Clerks assigned to perform any cutting with a knife or power saw on meat or poultry, or to operate the meat grinder, shall be paid Meat Cutter rates, or such other rate as may be agreed to by the 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.
- (b) 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.

(c) Meat Clerks shall not be required to lift in excess of thirty-five (35 lbs) pounds at any one time during the performance of their duties.

8. Subject to Letter of Understanding #1 in the UFCW 401 Meat Agreement, 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.

9. 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.

10. 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:

- Making sure that schedules are written in such a way that relief is available.
- Permitting the closing of the service departments to allow for breaks when no relief is available.

11. 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.

Letters of Intent

- 1. The Employer agrees that no full-time employees will be reduced to part-time as a direct result of the implementation of the new language in Article 18.1(k).***
- 2. Full-Time Basic Work Week***

Within three (3) months of the dates of ratification (August 10th, 2020), the Employer will introduce a voluntary opportunity for full-time cashiers (excluding Head Cashier and Head File Maintenance) to elect to move to four (4) days by nine (9) hours schedule. The Employer will meet with the Union to review the protocol and Collective Agreement implications for this option prior to introduction.

Letters of Understanding

1. Store Supervisors

The parties agree that Store Supervisors are employed in a Management capacity where their responsibility and authority are the same as a Store Manager.

It is understood that Store Supervisors will be subject to Articles 4.1(c), 4.2 and 4.6.

Where there is a Store Supervisor in a store, a 1st Assistant Manager will not be assigned to that store.

The Employer will be limited to the following **two (2)** Store Supervisors:

Dwayne Hoffman
Rick Klein

The position of Store Supervisor will be eliminated through the attrition of the above individuals.

2. General Clerks Cashing

Further to our conversation regarding the performance of Clerk Cashier work by General Clerks, we wish to confirm that General Clerks will not be scheduled to do Clerk Cashier work. This Agreement acknowledges, however, that a General Clerk may have to perform occasional Clerk Cashier work, if necessary, for the purposes of relief or in the event of emergencies.

3. Rotation of General Clerks Job Duties

The Employer will provide an opportunity for all full-time General Clerks who have the ability, to rotate through various duties in the areas of frozen food, bread, dairy, and night stocking.

The foregoing rotation may at the Employer's option, exclude Management Trainees, one (1) designated full-time General Clerk and those working in the Produce Department.

4. Night Stocking

We will be advising our Store Managers that the dress code for night stocking will provide that jeans may be worn when the store is closed for business.

5. Grande Prairie/Fort McMurray

Equalization Allowance

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

- (a) Effective March 2nd, 1981 the allowance shall be:
 - (i) Other than major wage earner – thirty-seven (\$0.37) cents per hour;
 - (ii) Major wage earner – seventy-four (\$0.74) cents per hour.

Definition

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

Equalization Allowances - Grande Prairie and Fort McMurray

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

- (b) Effective March 15th, 2015, all employees in Grande Prairie and Fort McMurray will receive an additional one dollar seventy-five cents (\$1.75) per hour above the rate in Appendix "A". ***This letter does not apply to any scale in the Collective Agreement specific to the location areas of Grande Prairie and Fort McMurray. For clarity, the one dollar seventy-five (\$1.75) cents per hour for qualifying employees shall only be added to wage scales which do not have a separate Grande Prairie and Fort McMurray scale for the position listed in this Collective Agreement.***

6. 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.

7. Reline Crew

The parties agree that the terms and conditions of the existing Collective Agreement will apply to employees working province wide as part of the reline crew with the following provisions:

- (a) These personnel will perform reline work, backroom organization work, seasonal changeovers, and general assistance as required.
- (b) There will be no reduction of regular hours for existing employees of departments where the reline crew is performing reline work.
- (c) Existing employees of departments where the reline crew is performing work will have the first opportunity for overtime hours required for regular store duties not related to the reline duties.

- (d) These personnel will be reimbursed for all travel costs in accordance with Employer policy.
- (e) Reline crew personnel will be paid any additional wages and shift premiums applicable to the work locations where they are assigned to do reline work.

8. Canmore Employees

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.***

9. Vacation

Employees will be able to book vacation outside of Sunday to Saturday as follows:

- (a) To be eligible, employees must be eligible for five (5) or more weeks of vacation.
- (b) Eligible employees can use a maximum of two (2) weeks' vacation in this fashion.
- (c) 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.

- (d) Where more than one (1) week is used, they must be taken consecutively. Employees cannot use two (2) single weeks for this purpose.
- (e) The time of the vacation is to be mutually agreed between Management and the employee.

10. Licensed (Regulated) Pharmacy Technicians

- (a) Regulated Pharmacy Technicians will be a separate classification. To be eligible to fill a position, the employee must be properly licensed in accordance with Provincial regulations. Unless merit, fitness, and ability of an employee is greater than that of another employee, seniority shall govern in the filling of vacant positions.
- (b) The Employer will determine the number of Regulated Pharmacy Technicians, if any, required in each Pharmacy and determine the status of the needed position(s).
- (c) Internal Pharmacy Assistants reclassified as Regulated Pharmacy Technicians will be subject to a sixty (60) day probation period for:
 - (i) The employee to decide if they want the work and;
 - (ii) The Employer to determine if the employee is capable of performing the necessary duties.
- (d) If there are insufficient internal candidates, vacant Regulated Pharmacy Technician positions will be filled by qualified external candidates. The

Employer will determine the initial status of these employees.

- (e) There will be no restriction on Regulated Pharmacy Technician duties within the Pharmacy other than prescribed by the Provincial regulatory authority.
- (f) The Employer will continue with the practice of Practicums in the Pharmacy Department. Pharmacy Assistant hours will not be impacted by this practice.
- (g) The Employer will grant internal Pharmacy Assistants a sum in the amount of five hundred (\$500.00) dollars once they have been selected by the Employer and reclassified as a Regulated Pharmacy Technician.
- (h) The Employer will not reduce full-time Pharmacy Assistants to part-time status as the result of the implementation of the Regulated Pharmacy Technician classification. This guarantee will be in force for the duration of the current Collective Agreement.
- (i) Credit for Previous Experience: Pharmacy Assistants promoted to the position of Regulated Pharmacy Technician will receive credit for fifty (50%) percent of their career hours with Safeway to a maximum of **two thousand five hundred** (2500) hours.

11. Credit for Previous Experience – Fort McMurray, Grande Prairie, Canmore, Lloydminster, Camrose, and Fort Saskatchewan

This letter will confirm our agreement that effective December 15th, 2013, for the purposes of administering Article 5.4 – Credit for Previous Experience in the Fort McMurray, Grande Prairie, Canmore, Lloydminster, Camrose, and Fort Saskatchewan stores only, the Employer shall use the language listed here.

Credit for Previous Experience

- (a) New employees will be classified according to previous comparable experience. New employees having previous comparable experience may be paid at a lower scale of wages than their claimed experience calls for, but not less than the minimum rate established by this Contract, for a probationary period as defined in Article 4.7 from the date of employment; provided that, if the employees' services are retained and their experience is accepted as comparable, then after the probationary period they shall receive any difference between the probationary rate paid and the rate for which their experience qualifies them. It is further understood that the rate paid retroactively shall not apply for the first ten (10) working days. New employees shall receive written notification showing any credit granted for previous experience.

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

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

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

However, where the Employer has:

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

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

This Agreement will be in effect until **August 9th, 2025**.

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

13. Vacation Payment

(a) 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 (***1st***) 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.

(b) 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”.

(c) 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.

(d) 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.

- (e) Any legal or equitable claim for wrongful set off is subject to the grievance and arbitration process.
- (f) 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.
- (g) 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.

14. In Northern Alberta (Red Deer North), full-time Produce Clerks hired and promoted prior to June 10th, 2011 shall not be scheduled to perform Grocery Clerk work unless mutually agreed to by the employee and the Employer.

15. Demotion

The Employer will provide reasonable coaching and counselling on job expectations and requirements for an employee appointed to a position listed in Article 4.1(d), 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.

16. 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 8.7 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 8.3 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.

17. 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 5.2 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.

18. Blacking Out of Vacation Planners

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

- (a) No Safeway Operations Retail Stores will have vacation planners posted with weeks “blacked out” or “blocked off”.
- (b) Upon request, employees will be given a reason as to why their request for vacation has been denied.
- (c) Employees will be able to request their vacation anytime in the year as per the Collective Bargaining Agreement guidelines.
- (d) 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.
- (e) Stores that grant vacation time during such weeks will do so as outlined above.
- (f) Human Resources shall investigate any complaints about vacation planners and address concerns as soon as possible.

19. **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.

20. 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.

21. 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.

22. 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.

23. 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) 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 (1) request per non-closing store to be granted by seniority. An employee who moved to full-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) The Employer agrees to pay severance pay on store closing of one (1) week's pay, up to two (2) years, and one (1) week per year over two (2) years, up to a maximum of twenty (20) weeks' pay for full-time employees.

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 (5) locations. There will be no guarantee that the preferences can be accommodated, other than the Employer will agree to allowing up to one (1) 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.**

24. Abbotsfield Pharmacy

Notwithstanding anything to the contrary contained in the Collective Agreement, the Employer will employ a General Clerk to work at the Abbotsfield Pharmacy who will perform cash office, variety, grocery, and file maintenance duties as required at the Abbotsfield Pharmacy.

It is understood this employee will be a member of the Edmonton Bargaining Unit and enjoy the same rights and protections under the Collective Agreement.

The Employer will agree to post an “Expression of Interest” for this job at all stores in the Edmonton Bargaining Unit within thirty (30) days of the ratification (August 10th, 2020) of this Collective Agreement and for successive vacancies. Preference for filling this position will be given to an internal candidate who meets the requirements of the position prior to hiring an external candidate.

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.

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 (1) of the following:

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

(b) Up to twenty-five (25%) percent of the vacancies in FreshCo will be filled by employees by seniority who will be allowed to maintain their 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.

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 (Retail) 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 14.2 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.

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.

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.

30. Employee Assistance Program

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

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 South Meats; Article 13.1 North Meats).*

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 August 10th, 2024, the final year of the contract.

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.

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 province-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.

34. Health and Wellness Manager

The parties agree that on a trial basis, until the expiry of the current Collective Agreement, the Employer will create the classification of “Health and Wellness Manager”. The Employer will have the ability to designate newly hired or existing employees to this position provided they have the requisite skill and ability and have a credential as either a “Registered Dietician”, “Registered Holistic Nutritionist”, or “Certified Holistic Nutritionist”. The rate for this position will be the overscale Post-2008 ‘Sales/Service Clerks’ rate.

There shall be a maximum of one (1) employee per store that occupies the ‘Health and Wellness Manager’ position and the position may be either full-time or part-time. The position will be responsible for managing the “Health and Wellness” section and duties will include interacting with customers and educating them on health and wellness topics and

products, inventory, ordering, and light stocking. The position will not require relief and as such there will be no relief pay. Any employee who is assigned to perform the above noted duties for the “Health and Wellness” section for fifteen (15) minutes or more, will be paid the pre-2003 General Clerk top rate.

35. 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.

36. 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 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.

All other letters which are not specifically mentioned in this Agreement will be considered to be null and void.

The following signatures are to cover Letters of Understanding number one (1) through to **thirty-six (36)**.

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**.