

COLLECTIVE AGREEMENT

BETWEEN

PATTISON FOOD GROUP LTD.
(Save-On-Foods – ***Thickwood***)
(Meat and Deli)

AND

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

Renewal: ***August 31st, 2023***

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Collective Agreement Effective
April 1st, 2020 – August 31st, 2023

Between: ***Pattison Food Group Ltd.*** (Save-On-Foods) a body corporate carrying on business in the City of Fort McMurray hereinafter referred to as the Employer.

And: The United Food and Commercial Workers Canada Union, Local No. 401, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the Union.

CLARIFICATION OF ITEMS:

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

Article 1 – Purpose of Agreement

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

Article 2 – Recognition and Jurisdiction

- 2.1 (a) The Employer recognizes the Union as the sole collective bargaining agent for all employees in the meat and delicatessen departments in the retail store of the Employer located at 131 Signal Road, Fort McMurray, Alberta, T9H 4N6, except those in the role of Meat Manager and Deli Manager.
- (b) Subject to Letter of Understanding #1, “Severance Resulting from the Introduction of Counter Ready Meats”, the Employer agrees the following work shall be performed by employees of the Employer covered by this Collective Agreement, the receiving, cutting, grinding, preparing, processing, sealing, wrapping, bagging, pricing, fabricating, cubing, tenderizing, and serving and selling of all meat, fish, and poultry products whether fresh, frozen, chilled, cooked, cured, smoked, or

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

- 2.2 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.
- 2.3 The Employer agrees not to employ persons having other full-time employment with other employers, except in emergencies when qualified help is not available. Supervisory personnel shall be limited to instructional work only, but shall not perform work that is normally done by members of the bargaining unit.
- 2.4 In the event the Employer, because of health regulations brought down by the Federal or Provincial Government is required to reassign work normally done by a member of this bargaining unit to Lucerne Foods Limited, then such member who may be affected will be given the first opportunity to apply for employment at the fore mentioned meat plant operation.

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

Article 3 – Union Security

- 3.1 The Employer agrees to retain in ***their*** employ within the bargaining unit, as outlined in Article 2 of this Agreement, only members of the Union in good standing. Such employees will be required as a condition of employment, to have the equivalent of regular Union dues deducted from their earnings each pay period. Such deductions will be forwarded to the Union by the Employer along with the Union dues deductions of the other employees in the bargaining unit.

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

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

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

3.3 The Employer retains the sole right to hire employees. The Union agrees to supply a list on a weekly basis of suitable candidates for the position of experienced meat department employees. The acceptance or rejection of candidates proposed by the Union shall not be subject to Article 17, Grievance Procedure and Article 18, Arbitration.

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

Article 4 – Deduction of Union Dues

4.1 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 initiation fees, ***and assessments*** from the wages of all new employees ***upon proper authorization from the employee.*** Monies deducted during any month shall be forwarded by the Employer to the ***President*** of the Union not later than ***the fifteenth (15th) day of the following month*** and accompanied by a statement of the names of the employees for whom the deductions were made and the amount of each deduction. ***Dues check-offs are to be submitted on a monthly or four (4) week basis.***

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

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

4.2 ***The Employer agrees to have the membership application forms, dues, and initiation fee deduction forms signed by the employees at the time of hiring. Completed membership forms, shall be submitted to the Union electronically in a manner acceptable to both parties.***

4.3 ***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.***

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

Article 5 – Basic Work Week and Overtime

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

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

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

5.4 The Employer shall post a weekly work schedule beside the time clock for all employees, not later than Saturday Noon to cover a two-week (2) period.

The schedule of an employee may be changed, without notice, in the event of an unscheduled absence of other Meat Department employees, or in the event of emergencies such as fire, flood, breakdown of machinery, or other instances of force majeure. In all other cases at least forty-eight (48) hours' notice of any change must be given or four (4) additional hours' pay given in lieu of notice.

Employees will not be required to work more than seven (7) consecutive days unless they are relieving in the event of unscheduled absence of other staff or affected by emergencies as indicated above.

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

- 5.5 Employees will record their time electronically. Employees shall punch their own time at the time they commence and finish work and the time they commence and return from meal periods, and rest periods if so required. Management agrees to assume its full responsibility in seeing that the employees are paid for all time worked and recorded.

In a grievance involving time worked the Union can request a copy of the time and attendance records involved for employees. Any time and attendance records requested shall be made available as soon as conveniently possible.

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 5.6 and Article 5.7.

5.6 Daily Guarantee

The minimum shift will be four (4) hours. Any employee, who reports for work as scheduled, without previous notice not to report, shall receive pay for their scheduled hours of work on that day. Any employee shall receive pay for their scheduled hours of work on the day if sent home prior to completion of scheduled hours, unless terminated as provided in Article 12 of this Agreement. In the event an employee reports for work but has not been advised of a change of their starting time as per this **Article**, they shall be allowed to commence work immediately or the Employer shall pay the employee from the time they reported for work, the foregoing will not apply if the said employee reports early on their own accord.

5.7 Overtime Pay

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

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

Overtime shall be by mutual consent and, where practical, shall be offered to the most senior employee(s) on the shift, provided the employee has the ability and qualifications to perform the required overtime work. If the senior employee(s) do not wish

to accept the overtime, the Management shall have the right to assign such work to the junior employee who has the necessary ability and qualifications and who are at work at the time.

5.8 Scheduling

(1) Definitions

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

(2) Scheduling Groups

- (a) Meat Department (Meat Cutters, Meat Clerks)
- (b) Deli Department

(3) Scheduling

- (a) In the ordinary course of business the order of scheduling hours within each scheduling group will be:
 - (i) Full-time employees to the extent of their basic 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 more hours than restricted employees).
- (d) Subject to the above paragraphs (a) through (c), in scheduling part-time employees:
 - (i) Part-time employees will be given preference in available weekly hours in their store, in their Department, and in their scheduling group in accordance with their seniority. The foregoing is not meant to restrict the Employer where, due to operational efficiency, it is necessary to use inter-departmental scheduling. Where inter-departmental scheduling is used employees who are regularly scheduled in one department will be assigned scheduled shifts/call-ins in their department before employees from other departments.
 - (ii) Senior part-time employees within a classification and a department will be given the opportunity to work their hours for the week in a fewer number of days.

- (iii) The Employer shall not reduce the weekly hours of work of an unrestricted employee for the purpose of replacing those hours with an employee at a lower rate of pay.
- (iv) Where adjustments to the schedule are necessary, wherever possible, they shall be made in such a way as to minimize the reduction of hours of senior employees.
- (v) The foregoing will not limit the ability of the Employer to provide optimum service to retail customers.
- (vi) A part-time employee relieving a Deli Manager for vacation purposes and other short term absences up to a maximum of three (3) weeks may receive more hours in their department in their store than more senior part-time employees where the senior part-time employees are neither desirous or capable of performing the relief work.

(e) Night Shopping

A provision shall be made for a fair rotation of employees (including Department Managers) when stores are open for night shopping. The intent of this language is to ensure employees are scheduled closing shifts on a fair rotation basis provided it is practical for store operations.

Where there are issues regarding fair rotation, the Employer and Union agree to meet to discuss a solution.

(f) Night Shift Premium

All hours worked by an employee between eleven (11:00) p.m. and seven (7:00) a.m. shall be considered as shift work and paid for at the applicable straight time/overtime rate plus two (\$2.00) dollars per hour Shift Premium for each full hour worked during this period.

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

(g) Shift Interval

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 workday for the purpose of calculating overtime. (Example: An employee's shift ends at 10:00 PM and they start the next day at 6:00 AM working through to 5:00 PM with an hour for lunch (**ten** (10) hours worked). That employee is entitled to pay as follows: the first two (**2**) hours at time and one half (**1 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).

(h) Transfer Between Scheduling Groups

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

(i) Consecutive Days Off

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

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

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

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

(4) Restrictions and Availability Forms

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

Any part-time employee can change their availability four (4) 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 or 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 5.8 (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.

A restricted employee must be available anytime on Sundays as per Article 5.8 (6).

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.

(5) Maximum and Minimum Weekly Hours

Employees hired after March 17th, 1993, will be scheduled up to twenty-eight (28) hours a week. The Employer may exceed twenty-eight (28) hours a week provided junior employees in the same classification in the department who perform the same job and are available to perform the work have been given the opportunity to work up to twenty-eight (28) hours.

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

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

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

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

(6) Sunday Work

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

If sufficient employees are not available to work on Sundays, the Employer shall have the right to schedule hours according to "reverse seniority" provided the employee has the ability to perform the work 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.

(7) Call-ins

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

employees in the applicable classification in accordance with the following:

- (a) In the event that occasion arises where work beyond that which is scheduled is necessary, a Base employee shall be entitled to work an additional shift if their current weekly schedule of hours allows them to do so without exceeding the basic work week as outlined in Article 5.2 of this Collective Agreement.
- (b) 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 seasonally busy periods, during a week a statutory holiday occurs, and at times when other employees in the department are absent due to illness, accident, vacation, or other approved leaves of absence. Part-time employees will not, however, be allowed 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.

- (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.

5.9 Rest Periods

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

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

5.10 Meal Periods

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

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

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

- (a) If an employee is required to work more than one (1) hour overtime; **they** will be given a fifteen (15) minute paid rest period. The break will be taken before the commencement of the overtime. The meal periods will be scheduled as near mid-shift as possible. Similarly, rest periods will be scheduled as near to midway between the meal period and the commencement and finish of a shift as possible.

5.11 Staff Meeting

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

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

Article 6 – Statutory Holidays

6.1 The following days shall be paid Statutory Holidays:

- | | |
|---|------------------|
| New Year’s Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Alberta Heritage day (1 st Monday in August) | |

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

In the case of a Statutory 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**.

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

6.3 Part-time employees shall receive the following Statutory Holiday pay:

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

- | | |
|---------------------------------|--------------------------------|
| 20 hours but less than 32 hours | - 6 hours pay for each holiday |
| 32 or more hours | - 8 hours pay for each holiday |

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

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

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

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

6.4 Pay for Work on Holiday

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

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

6.6 All time worked in excess of such reduced work weeks shall be compensated for at time and one half (1 ½ X) of the employee's regular rate of pay.

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

Article 7 – Wages

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

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

7.3 Creation of New Jobs and Departments

The Employer may continue with the present list of departments and establish new departments in accordance with the needs of the business, provided that the Employer shall notify the Union of the creation of new departments as soon as possible. The Employer shall establish a rate for those employees working in the new classifications and shall meet with the Union within thirty (30) days of the implementation of the new rates to discuss the matter. Should there be a disagreement with respect to the rate of pay, established by the Employer, that cannot be resolved through the grievance procedure then the matter shall be resolved pursuant to Article 18 of the Collective Agreement.

7.4 Additional Compensation

There shall be designated in each store, a Meat Manager (Head Meat Cutter) and an Assistant Meat Manager (Assistant Head Meat Cutter). In stores where a Delicatessen Department, as such, is established, a Deli Manager and an Assistant Deli Manager shall be designated. The foregoing positions are full-time jobs.

(a) Assistant Meat Manager (Assistant Head Meat Cutter)

There shall be appointed an Assistant Meat Manager (Assistant Head Meat Cutter) in the Meat Departments of all Employer stores who will be paid the rate as set out in Appendix "A" of this Agreement.

(b) Assistant Delicatessen Manager

All employees hired prior to April 26th, 2016 who are assigned to the position of Assistant Department Manager shall be paid a premium of **two dollars ninety** (\$2.90) **cents** per hour for all hours worked in the position until such time that the employee reaches their top rate, at which time the premium will be paid at a rate of **one** (\$1.00) **dollar** per hour.

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

7.5 Rates for Relief Work

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

An employee will be assigned to relieve an Assistant Meat Manager (Assistant Head Meat Cutter), Deli Manager, Assistant Deli Manager, 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 or Assistant Deli 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:

- (1) 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;
- (2) 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.

7.6 There shall be a regular weekly pay day and further the employee shall be given a statement showing pay period covered, gross earnings, and all deductions.

7.7 Credit for Previous Experience

New employees will be classified according to previous comparable experience. New employees, having previous comparable experience, may be paid a lower scale of wages than their experience calls for, but not less than the minimum rate established by this Agreement for a period not to exceed sixty (60) days from the date of employment. This sixty (60) day period may be extended by mutual agreement between the Union and the Employer for the purpose of enabling an employee, or the Employer, to obtain confirmation of claimed previous experience.

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

New employees shall receive written notification advising them of the requirements to qualify for previous experience credit. Once per month, the Employer will provide to the Union a list that includes the names of employees who have been granted credit for previous experience and their wage rate. The Union shall have thirty (30) days from receipt of such notice to challenge the amount of credit given or not given. No

consideration shall be given to any disagreement pertaining to the credit for previous experience if presented later than fifteen (15) days following completion of the employee's probationary period, unless extended by mutual agreement between the Union and the Employer, provided the Employer has:

- (1) Provided the employee with a new employee letter provided for in Article 3.2 of this Agreement not later than two (2) weeks from the date of employment.
- (2) Provided the employee with a written notification advising them of the requirements to qualify for previous experience credit.
- (3) Provided the Union with a list that includes the names of employees who have been granted credit for previous experience and their wage rate.

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

Article 8 – Leaves of Absence

8.1 Bereavement Leave

In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay to attend the funeral, or to attend to other arrangements, at the time of bereavement. The length of such absence shall be at the discretion of the Employer. The term "immediate family" shall mean spouse, parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother,

grandfather, grandmother-in-law, grandfather-in-law, grandchild, aunt, uncle, niece and nephew, or any relative living in the household of the employee.

Notwithstanding the foregoing, if the death is a case of a spouse, father, mother, child, or step-child, the employee shall be entitled 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 compensation shall be at the average hours worked during the preceding four (4) weeks.

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

No leave will be unreasonably denied.

8.2 Time Off For Union Business

The Employer agrees that employees chosen to attend Union conventions and conferences or participate in negotiations involving the Employer shall be given time off without pay. The number of employees, in excess of three (3), in the area covered by this Agreement to be granted leave of absence for these purposes shall be by mutual agreement between the Employer and the Union.

An employee, not to exceed three (3), elected or appointed to a full-time job with the Union shall be granted a leave of absence 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 employee shall notify the Employer at least one (1) week in advance of the date of the commencement of such leave of absence as provided above and further the employee shall

notify the Employer one (1) week in advance of their intention to return to work.

The Parties agree that Shop Stewards may be absent from work on two **(2)** occasions per year for the purpose of attending training seminars sponsored by the Union. The Union agrees to limit participation in the seminars to one **(1)** employee per department in each store.

The Union agrees to give the Employer three weeks' notice of such seminars and further agrees that the leaves of absence requested for the employees participating in these seminars will be for weeks which do not contain a **Statutory Holiday** and for days of the week which are not a Friday, Saturday, or Sunday.

The Employer will pay the employees who attend the seminar and will be reimbursed by the Union.

- 8.3 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. If the request is refused, the employee and the Union shall be so advised in writing as to the reasons for the refusal. For compassionate reasons the Employer may extend the period of time of such leave of absence beyond four (4) months as herein provided.

Application for leave of absence must be submitted in writing at least thirty (30) days prior to the period for which leave is intended. It is understood that there may be circumstances

where the thirty (30) day time frame may not be available, in those cases the request will be adjudicated as above. The employee shall be advised of the Employer's answer within fifteen (15) days of the request.

8.4 Leave for Parents

Maternity Leave

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

Employees who are granted a Maternity Leave will be responsible for the full cost of continuing the Employer's benefit plan.

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

The employee, when returning to work at the end of **their** leave (maternity and/or parental leave), shall give the Employer two (2) weeks' notice of date of return.

Employees, who commence maternity leave, will have benefits reinstated upon return to work. The employee shall be returned to ***their*** former position at the completion of ***their*** leave of absence.

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 thirty-seven (37) weeks. Further, such leave of absence shall be granted provided the employee requests the leave in writing at least two (2) weeks before the date specified in the application as the date the employee intends to commence the leave. The leave will be taken during the first fifty-two (52) weeks after the birth of the child or, in the case of adoption, after the child comes into the custody of the employee.

Employees who are granted a Parental or an Adoption Leave will be responsible for the full cost of continuing the Employer's benefit plan.

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

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

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

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 8.6.

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

8.5 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 applications:

- (1) An employee who wishes to make application for an educational leave of absence shall submit **their** request in writing to the Human Resources Manager with a copy to the Store Manager and a copy to the Union Office.
- (2) The employee must have made application to attend an accredited educational institution.

- (3) Such leave will be granted on a one (**1**) time only basis for each employee.
- (4) A maximum of two (2) employees who work in the Employer's store covered by this Agreement will be allowed to be on an educational leave at any one (**1**) time.
- (5) Notwithstanding the foregoing, the Employer may grant educational leaves of absence which exceed the maximum set out above.
- (6) During the period of educational leave the employee may choose to prepay their full-time benefits.
- (7) The absence of a full-time employee on an educational leave will not create a full-time vacancy for the purpose of Article 11 - Seniority.
- (8) Leave of absence will terminate should the employee cease to attend the institution for which the leave was granted.
- (9) All educational leaves of absence will be approved at the Employer's discretion.
- (10) An employee shall be returned to **their** former classification at the completion of **their** leave of absence.
- (11) Employer (other than Save-On-Foods) sponsored training programs do not qualify for Educational Leave.

8.6 Military Leave

An employee who is a member of the Canadian Armed Forces including reservists 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.

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

- (1) continue to accumulate seniority, and
- (2) not suffer an interruption in service relative to their vacation eligibility.

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

Employees shall not work during leaves of absence, except as provided in Article 8.2 above. Any employee failing to return at the end of any leave of absence may be terminated.

Article 9 – Jury Service

9.1 Jury Duty

An employee summoned to jury duty or subpoenaed as a witness shall be paid the difference between the amount paid for such service and the amount of basic wages they would normally have earned had they been scheduled to work on such days. The employee shall report for work when not required by the court providing there is not less than two (2) hours remaining in their normal work shift. Time worked on the job in excess of eight (8) hours combined with such service and time worked on the job in one **(1)** day shall be considered overtime and paid at applicable overtime rates.

In order to be eligible for the foregoing benefit an employee must notify the Store Manager, as soon as possible after receipt of notice, or selection for Jury Duty, or after receipt of subpoena to appear as a witness.

Article 10 – Health and Welfare and Sick Leave

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

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

Employees hired after date of ratification 2016 and those employees with less than six (6) months seniority that have not yet qualified for benefits shall be eligible for the New Employee Benefits Plan that shall be paid by the Employer:

- Dental
- Extended Health Care
- Life Insurance
- AD&D

Employee contributions shall commence effective Sunday after Ratification 2016 to fund Short Term Disability and Long Term Disability benefits for employees covered by the New Employee Benefit Plan.

A summary of the benefits can be found at Appendix “B”.

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

10.3 A full-time employee reduced to part-time shall be eligible for benefits to which they may be entitled under the Plans referred to in **Article 10.1** above.

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

10.4 Health and Welfare Benefits

All full-time and qualifying part-time employees, other than a students or seasonal employees will be eligible for benefits as outlined in Appendix "B".

(1) Part-time employees who, at March 16th, 1993, were qualified for the Group Benefit Package will retain benefits held and will maintain eligibility for Group Benefits, unless voluntarily restricting their availability, even though their hours per week average less than **thirty-two** (32) hours over **thirteen** (13) consecutive weeks.

Part-time employees who after March 16th, 1993, qualify for the Group Benefit Package will lose those benefits or pay one hundred (100%) percent of the cost of benefits if they do not maintain an average of **thirty-two** (32) hours per week for **thirteen** (13) consecutive weeks.

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

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

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.

- 10.5 The Employer agrees to advise the Union in writing of the Employer's Weekly Indemnity and Group Insurance Plan for all eligible employees covered by this Agreement, and of such changes as may be made from time to time.
- 10.6 Should a Government institute legislation to the effect of which it is to supplement or overlap existing benefits, the parties signatory to this Agreement agree to immediately discuss modifications of the present benefits so that the total costs of the combined plans will be limited to the level outlined in this Agreement, such change to be effective as of the date the plan is altered due to the above mentioned legislation.
- 10.7 (a) Full-time employees shall accumulate sick leave credits at the rate of four (4) hours for each full calendar month of employment up to a maximum of two hundred and eight (208) hours. Credits shall accumulate only on full-time

employment following the completion of thirteen (13) consecutive week's full-time employment eligibility period.

- (b) The Employer may require the employee to provide a doctor's certificate verifying any absence due to disability. The Employer will act reasonably for all such requests.
- (c) The Employer shall apply any accumulated sick leave to absence due to sickness not covered by insured Weekly Indemnity benefits (or similar benefits) and shall supplement Weekly Indemnity benefits (or similar benefits) with unused sick leave credits in an amount equal to but not to exceed the employee's normal earnings.
- (d) Employees, if found abusing this privilege, shall be disciplined by the Employer. In such cases, the Employer may discontinue or reduce the benefit of the employees. However, such cases shall be subject to the grievance procedure.
- (e) If an employee retires on pension, is permanently laid off or is totally disabled due to occupational accident, injury, or illness as recognized by the Workers' Compensation Board, they shall be paid unused accumulated sick leave credits.
- (f) An employee who returns to work after absence due to illness or injury must be returned to **their** job without loss of seniority when capable of performing **their** duties.

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

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

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

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

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

10.9 Physical Examinations

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

10.10 Medical Report

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

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

10.11 Alcoholism, Drug Abuse, and Mental Illness

The Employer recognizes that alcoholism, drug addiction, and mental illness are illnesses which can respond to therapy and treatment. An employee so affected shall:

- (a) Recognize **their** obligation to seek recognized medical treatment when **their** illness has an adverse effect 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.

10.12 Employee Rehabilitation

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

Article 11 – Seniority

11.1 Full-Time and Part-Time Status

- (a) A full-time position shall exist for all purposes of the Collective Agreement when an employee has worked an average of thirty-six (36) hours per week for thirteen (13) consecutive weeks (exclusive of replacement hours caused by the absence of a full-time employee on W.C.B., W.I., L.T.D., or leave of absence to a maximum of six (6) months) or maternity and parental leaves up to a maximum of fifty-two (52) weeks. Such full-time position shall be filled in accordance with Article 11.7.

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

(b) Part-Time Status

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

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

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

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

11.3 Recall Rights

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

(1) They are capable of performing the work.

- (2) No more than nine (9) months have elapsed since the last day worked by the employee. A full-time employee who has been laid off can decline a part-time job without losing **their** seniority rights for a period up to nine (9) months.
- (3) The Employer shall notify the Union if they cannot contact an employee with Seniority by Registered Mail, and shall provide the Union with the last known address and telephone number of such employee in order to ensure that every endeavor has been made to call the employee to work. If the Union is unable to contact the employee within ten (10) working days immediately following receipt of advice from the Employer or if the employee is contacted and refuses the employment without proper and sufficient reason by the end of the ten (10) day period, the employee will be dropped from the Seniority List. The nine (9) months or the ten (10) days deadline, respectively, shall be extended if upon recall an employee is unable to report due to illness or accident. Any extension granted shall only be for the duration of the illness or incapacity from accident and the Employer may require the employee to provide written confirmation from a doctor of such illness or accident.
- (4) Such employee rehired within nine (9) months of their layoff shall retain their previous length of service for the purpose of this Article.

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

11.5 (a) Change of Status, Full-Time to Part-Time – Initiated by Employer

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

- Sixty (60) days to one (1) calendar year of service – One (**1**) week's notice.
- One (1) or more years of service - One (1) weeks notice for each year of service to a maximum of three (3) weeks.

(b) Change in Status, Full-Time to Part-Time – Initiated by Employee

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

- (1) The change of status is operationally feasible and can be easily accommodated within the employee's store, department and classification.
- (2) There is a suitable part-time position available within the employee's store, department and classification.
- (3) 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.

11.6 (a) New Departments

The Employer will have the flexibility to schedule employees in new departments.

(b) Transfer 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 Application for Full-time Employment/Increase in Hours

Part-time employees who desire to become full-time employees or increase their hours of work shall inform the Employer, in writing with a copy to the Union. When a full-time position becomes available it will be filled by the most senior applicant in the respective classification provided that the most senior applicant has the necessary qualifications and ability to perform the full scope of the job. All applications must be made on the understanding the employee will accept a work assignment in any of the Employer's stores within the area covered by this Agreement.

11.8 Part-Time Employees - Exercise of Seniority

A part-time employee with over two (2) years' seniority whose hours of work are reduced to zero (**0**) for more than four (4) consecutive weeks' shall be able to exercise their seniority over the most junior employee in the Bargaining Unit in their own

classification provided they have the necessary qualifications and ability to perform the required work.

- 11.9 An employee's seniority shall terminate upon the occurrence of any of the following events:
- (1) Employee voluntarily resigns or is terminated.
 - (2) An employee who fails to return to work after lay-off in accordance with the recall procedure (Article 11.3 (3)), the Employer reserves the right to temporarily fill the position until the recalled employee reports.
 - (3) Employee has not been on the active payroll of the Employer for a period of six (6) consecutive months.
- 11.10 The Employer agrees to notify the Union prior to all layoffs, reductions to part-time, and recalls of employees. The Employer will provide notice of termination of an employee to the Union with **seventy-two** (72) hours (excluding long weekends). The Shop Steward will be notified the day of termination.
- 11.11 When two (2) or more employees' are hired into the same job classification on the same date in the same agreement area, the Employer shall designate the relative seniority on the date of hire.
- 11.12 The Employer will provide the Union with the following seniority lists on a quarterly basis, and also within three (**3**) days of a request.
- (1) Full-time Meat Cutters including Meat Managers (Head Meat Cutters), Assistant Meat Managers (Assistant Head Meat Cutters) and Apprentices.

- (2) Full-time Meat, and Delicatessen Clerks (including Managers).
- (3) Part-time Meat Cutters.
- (4) Part-time Meat and Delicatessen Clerks.

11.13 Meat, Deli, and 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 and Deli 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 and eighty (480) hours of actual work and during such trial period shall retain ***their*** seniority as a Meat or Deli 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 and Deli 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 having demonstrated the 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.

11.14 Inter-Department Transfer

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 department to another they will be given a trial period of one hundred sixty (160) 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 ***their*** former position.

Article 12 – Discipline and Discharge

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

When an employee's work performance, behavior, or conduct is such that it may lead to discipline or discharge and is the subject of discussion between the employee and the Employer, the Union Steward shall be present.

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

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

12.2 In the event the employee or the Union feels that the suspension, reprimand, or termination is not proper, the matter may be presented as a grievance pursuant to Article 17. Any grievance which is not presented within thirty (30) days after the occurrence of the event which gave rise to the grievance, or within fourteen (14) days of the last day worked in the case of dismissal shall be forfeited and waived by the aggrieved party.

12.3 In the event that an employee has been terminated without proper cause, they shall be reinstated and shall receive pay for time lost following termination and prior to reinstatement, in an amount sufficient to make up the difference between any monies received by that employee for other employment, and their full pay. In the case of a Head Meat Cutter, **they** may be reinstated as a Journeyman if mutually agreed to by the Employer and the Union or by the decision of a Board of Arbitration.

12.4 Probationary Period

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

12.5 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.

Article 13 – Severance Pay

13.1 Severance Pay on Closing of Store

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

Full-time

<u>Consecutive Service</u>	<u>Severance Pay</u>
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Up to two (2) years	- One (1) week
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Over two (2) years	- One (1) week's pay for every year of full-time service to a maximum of twenty (20) weeks
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This **Article** does not apply to a temporary lay-off; full-time employees who accept other full-time or part-time employment with the Employer, or to regular full-time employees who lose employment and are reinstated within thirty (30) days to full-time status.

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

- 13.2 Termination notice to be given in writing to become effective from the date the employee receives such notice.
- 13.3 Employees regularly working full-time reduced to part-time who terminate or are terminated within three (3) months of the date of their reduction to part-time, shall be given whatever pay in lieu of notice they were entitled to immediately prior to the date of their reduction to part-time.
- 13.4 This **Article** shall not be deemed to invalidate an employee's right under Article 17, Grievance Procedure.
- 13.5 Part-time employees upon termination by the Employer, except employees terminated for proper cause, shall receive notice or pay in lieu of notice pursuant to the Employment Standards Act of Alberta.

Article 14 – Vacations

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

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

For full-time employees, “length of service” shall mean the employees’ length of service as a full-time employee plus any

vacation entitlements as per Article 14.9. 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).

14.2 (a) Single Day Vacation

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

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

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

Only one (1) single vacation day may be taken per week. Single Day Vacation days shall not count toward the allotted vacation time off slots for vacation weeks.

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

(b) Mid-Week Vacations

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

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

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

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

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

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

All employees, whose absence due to occupational or non-occupational accident, sickness, or unpaid leave of absence, extends beyond thirty-one (31) consecutive days and results in

less than forty (40) hours per week **they** shall have **their** vacation pay prorated in the subsequent vacation year and the above table will not apply.

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

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

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

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

- 14.5 The time period from May 15th to September 15th of each year shall be considered the prime vacation period. Full-time employees with three 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 department. No request will be unreasonably denied.

- 14.6 All departments to schedule vacation as follows:

- (a) Employer seniority shall apply, provided it is operationally feasible, in preference for vacations within the store and scheduling group. Full-time employees are considered senior to part-time employees. Part-time vacation schedules will be completed following the selection by full-time employees by seniority.
- (b) Vacation planners shall be posted by December 1st of the preceding year for both full-time and part-time employees. Employees shall be listed on the planner in accordance with their seniority. Full-time employees shall submit their vacation preferences for Management approval prior to January 31st. The Employer will make the final determination of assigned dates based on existing conditions, and post a completed vacation planner for full-time employees by February 28th.

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

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

- (c) Part-time employees with thirteen (13) or more years of continuous employment with the Employer will have the

opportunity to schedule three (3) weeks' time off during prime time.

- (d) Any weeks that may become available in any of the departments shall follow the above selection processes.
- (e) All other full-time unscheduled vacation will be scheduled at the Employer's discretion after a discussion with the employee and no less than four (4) weeks' notice.

14.7 When a Statutory Holiday occurs during an employee's vacation, the employee will be entitled to an extra day of vacation.

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

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

Article 15 – Working Conditions General

15.1 Injurious Work Requirements

If an employee believes the amount of work they are required to perform is in excess and over what is required from the rest of the staff in the same classification, the question shall be referred to Article 17 - Grievance Procedure.

If an employee believes the work they are required to perform will result in an occupational accident or injury to them, the question will be referred to Article 17 - Grievance Procedure.

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

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

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

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

15.3 Bulletin Boards

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

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

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

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

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

It is understood and agreed that all such wearing apparel is the property of the Employer and shall not be removed from the premises of the Employer. As an exception to the foregoing,

cotton aprons worn by Meat and Deli Clerks may be removed from the premises of the Employer.

The Employer will provide uniform shirts at the time of hire on the following basis:

- (i) Two (2) shirts to full-time employees;
- (ii) One (1) shirt to part-time employees.

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

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

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

- 15.5 The Employer agrees that **they** will fully comply with any law requiring that employees be given time off to vote.
- 15.6 The Employer agrees to display either the official Union Market Card or Decal of the United Food and Commercial Workers in a location where it can be seen by the customers. The size of such cards or decals shall be first approved by the Employer.
- 15.7 It shall be the duty and responsibility of both the employees and the Employer to cooperate and ensure that the tools, equipment, utilities, and conveniences used by the employees are maintained in good and safe condition. Employees shall refrain

from misusing or defacing them and any conduct which would render unsanitary any such equipment, utensil, or convenience.

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

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

15.9 No employee shall be permitted to take invoices or any other records away from the premises. Any employee who violates this **Article** shall be disciplined by use of the same penalties set out in Article 5.5 respecting the recording of all time worked.

15.10 Union Store Visits

Duly authorized full-time representatives of the Union shall be entitled to visit the store for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented.

An interview of an employee by the Union representative shall be permissible after first contacting the Store Manager or in **their** absence the person in charge and shall:

- (a) not interfere with the employee's work. However, if it is not practical to discuss the matter while the employee is working, then such interview shall:
- (b) be carried on in a place in the store designated by the Manager.
- (c) be held whenever possible during the lunch period. However, if this is not practical:
- (d) 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.
- (e) be held at such times as will not interfere with service to the public.

15.11 Union Representatives and Shop Stewards (on their own time) shall be permitted to review the Hours of Work Schedules and Time Cards and in the event of any discrepancies, they shall be presented under Article 17 of this Agreement.

15.12 Recognition of Shop Stewards

- (1) Shop Stewards may be elected or appointed by the Union from time to time and the Employer will be kept informed, by the Union, of such elections or appointments.
- (2) Complaints and grievances, of a minor or emergency nature, may be submitted verbally by the Shop Steward to the designated representative of the Employer prior to processing in the manner outlined in Articles 17 and 18 of the Collective Agreement.

- (3) The Shop Steward may raise grievances and complaints with the Store Manager/Store Supervisor or, in **their** absence the Assistant Store Manager(**s**) at a time suitable to both parties, which may include time during regular working hours.
- (4) When a Shop Steward is investigating a complaint or grievance on Employer time, **they** will first notify the Store Manager/Store Supervisor or Assistant Store Manager(**s**) and the actual time chosen for the investigation of the complaint or grievance must be acceptable to the Employer. The length of time involved in investigating a complaint or grievance, on Employer time, will be that considered reasonable by both the Shop Steward and Store Manager.
- (5) It is agreed that the Shop Steward and the Store Manager will make every effort to resolve the complaints and grievances as quickly as possible.
- (6) It is also agreed that, as far as possible, the handling of complaints and grievances will be confined to such times as will not interfere with the operations of the department or service to the customers.
- (7) Each of the Employer's stores shall be limited to one (1) Shop Steward in the Meat Department and one (1) Shop Steward in the Deli Department.
- (8) Shop Stewards will not suffer discrimination with respect to any condition of employment (including transfers) by reason of their involvement in lawful Union activities.

(9) New Employee Orientation

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

15.13 Employee Security

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

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

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

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

Article 16 – Union's Recognition of Managements Rights

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

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

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

It is understood that the discipline or 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 17 – Grievance Procedure

- 17.1 It is agreed that the employees covered hereby and/or their accredited representatives and Employer, all have the right to present grievances one to the other.
- 17.2 Grievances under this Article refer to and mean any differences, disputes, or complaints arising over the interpretation, application, or meaning of the provisions of this Agreement. In such instances an earnest effort will be made to settle all matters promptly in the manner hereinafter outlined.

By the employee(s)

Step 1

The employee or employees concerned, with or without a Shop Steward in attendance, may first seek to settle the difference in discussion with the Department Manager.

Step 2

If the difference is not resolved satisfactorily in Step 1, it will be considered a grievance. If the grievance is submitted to the Store Manager or **their** designate, **they** must render a decision within five (5) working days.

Shop Stewards or Union Representative may be present in either Step 1 or Step 2 at the request of the affected employee.

Step 3

In the event that the reply in Step 2 is unsatisfactory to the grievor, the grievor may then submit the grievance to the Labour Relations Department of the Employer providing this is done within five (5) working days after receipt of the answer of the Store Manager or designate in the second step.

The grievance shall be discussed by the Union Business Representative, or designated official and the Labour Relations Manager, or designated representative.

Step 4

If no settlement is reached within fourteen (14) working days then the grievance shall be referred to Arbitration as outlined in Article 18, below.

- 17.3 Grievances must be reduced to writing by the employee, or the Union, in order to be considered under Steps 3 and 4.
- 17.4 In the event the employee or the Union feels that the suspension, reprimand or termination is not proper, the matter may be presented as a grievance. Any grievance which is not presented within thirty (30) days after the occurrence of the

event which gave rise to the grievance, or within fourteen (14) days of the last day worked in the case of a dismissal shall be forfeited and waived by aggrieved party.

- 17.5 In the event that either the Employer or the Union on their behalf wish to process a grievance, such grievance shall be submitted by one party to the other, in writing, and shall be submitted within fourteen (14) days of the act causing the grievance.

The parties shall have fourteen (14) working days from the date of submission to reconcile any and all differences. If no settlement is reached within fourteen (14) working days then the grievance shall be referred to Arbitration.

- 17.6 The time limits specified herein may be extended by mutual agreement between the Employer and the Union.

- 17.7 All settlements shall be final and binding on all parties concerned.

- 17.8 Nothing in the foregoing will preclude the Union from filing a grievance on behalf of an individual or group.

Article 18 – Arbitration

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

- 18.2 The Board of Arbitration shall be composed of three (3) members and shall be established in the following manner:
- (a) Within twenty (20) days (excluding Sundays and Holidays) following receipt of notice to arbitrate, the Employer and the Union each shall select a representative to serve on the Board of Arbitration. The representatives so selected shall within fifteen (15) days, (excluding Sundays and Holidays) meet and choose an additional person to act as Chairman of the Board of Arbitration.
 - (b) In the event that the representatives of the Union and the Employer fail to agree upon a Chairman within the fifteen (15) day period specified above, then either party may request the Minister, in writing, to appoint a Chairman.
- 18.3 Within fifteen (15) days of the selection or appointment of the Chairman, the Board of Arbitration shall sit to consider the matter in dispute and shall render its decision within fourteen (14) days following its first session.
- 18.4 No person shall serve on the Board of Arbitration who is involved or directly interested in the dispute under consideration. Grievances submitted to the Board of Arbitration shall be in writing and shall clearly specify the nature of the issue.
- 18.5 In reaching a decision, the Board of Arbitration shall not be vested with the power to vary, change, supplement, modify, alter, or amend this Agreement in any of its parts, but shall interpret this Agreement with respect to the issue.
- 18.6 All expenses of the Chairman of the Board of Arbitration shall be shared equally between the Employer and the Union.

- 18.7 It is understood and agreed that the time limits as set forth herein may be altered by mutual agreement between the Employer and the Union.
- 18.8 The decision and findings of the Board of Arbitration shall be final, binding, and enforceable on all parties.

Article 19 – Pension Plan

- 19.1 The Employer agrees to participate in and contribute to the Canadian Commercial Workers' Industry Pension Plan for employees hired on or before April 26th, 2016.
- 19.2 (a) Effective August 29th, 2010, in accordance with Letter of Understanding **#9** the Employer agrees to contribute to the Canadian Commercial Workers' Industry Pension Plan, one dollar and twenty-five (\$1.25) cents per hour for all hours worked or paid by the Employer to its employees in the Bargaining Unit including any overtime hours worked in a week (to the maximum of the basic workweek), vacation, general holidays, sick days, (not including Weekly Indemnity, LTD, or other similar indemnifications), jury duty, and any paid leave of absence required under the terms of the Collective Agreement.

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

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

- (b) Effective January 1st, 2002, contributions paid with respect to part-time vacation pay shall be remitted on an annual basis within one (1) calendar month of part-time employees receiving their vacation pay.

It is understood that contributions paid with respect to part-time vacation pay shall only be made on behalf of employees who are in the employ of the Employer as of the date vacation pay is paid.

Contributions paid with respect to part-time vacation pay shall be based on the percentage of vacation pay paid under the applicable Collective Bargaining Agreement (e.g., **four** (4%) **percent**, **six** (6%) **percent**, etc.) of the hours worked in the previous year multiplied by the cents per hour contribution rate on the above effective date as indicated in **Article** 19.2 (a) (e.g., an employee having worked or, been paid for **one thousand** (1000) hours in the previous year and who is entitled to **four** (4%) **percent** vacation pay would be entitled to receive an additional **forty** (40) hours' credit into **their** previous yearly total. The C.C.W.I.P.P. administrator would credit said part-time employee with **forty** (40) additional hours and receive **forty** (40X) times the applicable contribution rate from the Employer. Therefore, for the previous year the employee, in this example, would be credited with a total of **one thousand forty** (1040) hours.

- (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 weekly contribution for each employee, and the number of hours worked or paid according to the above (a) through (c), shall be forwarded by the Employer within the twenty-one (21) days after the close of the Employer's four (4) or five (5) week accounting period. The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.

19.3 **Pattison Food Group Ltd. (Save-On-Foods) Pension Plan**

Employees hired after ratification 2016 will be enrolled in the **Pattison Food Group Ltd. (Save-On-Foods) Defined Contribution Pension Plan** after completing one (1) year of continuous service at which point these employees will receive contributions retroactive to their hire/entry date.

Contributions:

0-2 years service: 1%

2-3 years service: 2%

3-4 years service: 3%

4-5 years service: 4%

5+ years service: 5%

The CCWIPP (the "Plan") text must be reviewed to determine whether the Plan would permit the cessation of Plan participation for employees hired after a certain date (date of ratification 2016) without impacting participating members' accrued benefits. If the Plan does permit, and in the absence of an unreasonable penalty or cost to the Employer in making this change, and subject to **Union** agreement, the Employer will have future employees join the Employer DC Plan (identified above) going forward, while continuing to contribute to CCWIPP for existing members. The parties have agreed that the Union will

only object to this new plan in the event there is a tangible negative impact on Plan participating members' accrued benefits under the Plan. It is understood and agreed that if the Employer fails in its efforts to make these proposed changes with the CCWIPP trustees, all employees shall be registered into the CCWIPP Plan.

Article 20 – Education Fund

Effective the first of the Employer's four **(4)** week accounting period following ratification the Employer will contribute fifteen (\$0.15) cents per hour to the U.F.C.W. Local **401** Education and Training Fund.

Joint Training

The Employer is prepared, in good faith, to explore the opportunities available to it through a Joint Training Program under the Education and Training Fund of the U.F.C.W. Local **401**.

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

Article 21 – Successors and Assigns

21.1 This Agreement shall be binding upon the purchaser, or transferee as provided in Section 44 of the Alberta Labour Relations Code.

Article 22 – Non-Discrimination

22.1 The appropriate Sections of The Alberta Labour Relations Code (as amended) and The Alberta Human Rights, Citizenship and Multiculturalism Act are hereby recognized.

Article 23 – Severability

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

Article 24 – Duration and Renewal

24.1 This Agreement shall be effective from April 1st, **2020** to and including **August 31st, 2023** and shall remain in force thereafter from year to year but either party may, 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 terminate such Agreement or to negotiate a revision thereof.

If notice to negotiate, following any notice to terminate, has been given by either party (prior to date of such termination) or if notice to amend has been given by either party, this Agreement shall not be altered until a new Collective Agreement is reached or a party lawfully strikes or locks out pursuant to the provisions of The Alberta Labour Relations Code.

There shall be no strikes or lockout during the term of this Agreement, as per appropriate sections of The Labour Relations Code of Alberta.

In witness whereof, the parties hereto have cause these presents to be executed.

Signed this _____ day of _____, **2023**.

For the Employer:

For the Union:

Employer Committee:

Union Committee:

Major Brar
Greig Cannard

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

This Agreement was ratified on ***May 6th, 2023***

Appendix "A" – Wages and Classifications

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 premiums 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.

Lump Sum Payments

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

*These amounts are based on average weekly hours (consistent with vacation hours) calculated over the previous **fifty-two** (52) weeks.

Wage Increases

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

Employees actively employed at date of ratification 2016 shall remain on their existing wage scale.

All employees hired after SAR 2016 shall be placed on the attached 2016 wage scale subject to the following:

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

All employees hired after date of ratification and promoted to the position of Assistant Department Manager shall be paid a premium of **two dollars ninety** (\$2.90) **cents** per hour for all hours worked in that position.

Off Scale – Any employee who is placed at an off scale rate as a result of any wage increase referred to above will remain at that off scale rate until **their** service and experience qualify **them** for the next higher rate in the wage scale.

Employees hired into the meat department that possess a meat cutting certification or a related artisan clerk certificate that progress to Step 13 with hours worked shall move to Step 20 once they have worked a further **five hundred** (500) hours.

Wage Scale

Employees Hired after April 26 th , 2016			October 2018	May 7th, 2023
1	0-500	\$13.60	\$15.25	\$15.30
2	500-1000	\$13.80	\$15.45	\$15.50
3	1000-1500	\$14.00	\$15.65	\$15.70
4	1500-2000	\$14.20	\$15.85	\$15.85
5	2000-2500	\$14.50	\$16.05	\$16.05
6	2500-3000	\$14.80	\$16.25	\$16.25
7	3000-3500	\$15.10	\$16.45	\$16.45
8	3500-4000	\$15.40	\$16.65	\$16.65
9	4000-4500	\$15.75	\$16.85	\$16.85
10	4500-5000	\$16.10	\$17.05	\$17.05
11	5000-5500	\$16.45	\$17.25	\$17.25
12	5500-6000	\$16.80	\$17.45	\$17.45
13	6000-6500	\$17.20	\$17.65	\$17.65

14	6500-7000	\$17.60	\$17.85	\$17.85
15	7000-7500	\$18.00	\$18.05	\$18.05
16	7500-8000	\$18.40	\$18.40	\$18.40
17	8000-8500	\$18.80	\$18.80	\$18.80
18	8500-9000	\$19.20	\$19.20	\$19.20
19	9000-9500	\$19.60	\$19.60	\$19.60
20	9500-10000	\$20.00	\$20.00	\$20.60**

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

SALES/SERVICE CLERKS (Pre – April 26th, 2016)

*To include the following jobs: Meat Clerks and Deli Clerks

Hours	Rate
0	\$12.65
500	\$13.12
1,000	\$13.58
1,500	\$14.05
2,000	\$14.52
2,500	\$14.98
3,000	\$15.45
3,500	\$15.92
4,000	\$16.38
4500+	\$23.15

* The above listed rates include the Fort McMurray Wage Rate Adjustment listed in Letter of Understanding #4.

SALES/SERVICE CLERKS (Pre 06/21/03)

*To include the following jobs: Meat Clerks, Fish Clerks, and Deli Clerks.

	June 12	Mar. 18	Aug. 5	Mar. 17
Hours	2011	2012	2012	2013
10,000 +	\$21.60	\$22.40	\$22.45	\$23.25
Deli Dept. Manager	\$24.92	\$25.72	\$25.77	\$26.57
Fish Dept. Manager	\$22.10	\$22.90	\$22.95	\$23.75

MEAT CUTTERS (Pre – April 26th, 2016)

Hours	Rate
0	\$16.50
500	\$16.85
1,000	\$17.35
1,500	\$17.85
2,000	\$18.35
2,500	\$25.15

* The above listed rates include the Fort McMurray Wage Rate Adjustment listed in Letter of Understanding #4.

MEAT CUTTERS (Pre 06/21/03)

Hours	Rate
10,000 +	\$25.30
Journeyman (with certificate)	\$25.55
Head Meat Cutter	\$27.27
Asst. Head Meat Cutter	\$26.55

* * The above listed rates DO NOT include the Fort McMurray Wage Rate Adjustment listed in Letter of Understanding #4.

Appendix “B” – Benefits

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

Letters of Understanding

between: ***PATTISON FOOD GROUP LTD.***
 (SAVE-ON-FOODS)

and: UNITED FOOD & COMMERCIAL
 WORKERS CANADA UNION,
 LOCAL No. 401

Letter of Understanding #1 – Severance Resulting From The Introduction of Counter Ready Meats (For Pre-Ratification Employees Only 06/10/2011)

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

Severance Schedule Pay-Out

Previous 52 Week Average Hours

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

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

This entitlement is for pre-ratification (06/10/2011) employees only.

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

Letter of Understanding #2 – Employer Bonus Plan

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

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

Letter of Understanding #3 – Meat Department Managers’ Compensation Plan

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

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

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

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

employed, following which the average hours will be based on the new store's operation.

Letter of Understanding #4 – Wage Rate Adjustment
(Fort McMurray)

All employees in Fort McMurray who were employees as of April 26th, 2016 will receive one **dollar fifty** (\$1.50) **cents** per hour above the wage rates in Appendix "A".

Letter of Understanding #5 – Equalization Allowance (Fort McMurray)

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

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

Effective March 2nd, 1981 the Allowance shall be:

- 1) Other than major wage earner – **thirty-seven** (\$0.37) **cents**
- 2) Major Wage Earner – **seventy-four** (\$0.74) **cents**

Definitions:

“OTHER THAN MAJOR WAGE EARNER”

Will apply to all single employees.

Shall be one who is the major wage earner in their family and have so notified the Employer in writing a notarized statement and verified with a submitted T-4 tax form to the Department of National Revenue.

Only those employees presently receiving this allowance in Fort McMurray and Grande Prairie shall continue to do so. Employees hired following June 3rd, 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 Grand Prairie, such employee will be eligible for the Equalization Allowance.

Letter of Understanding #6 – Relief In Service Departments

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

Necessary arrangements will include:

- 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.

Letter of Understanding #7 – Customer Service

Employees whose job performance is inconsistent with the Customer Service Policies will be counseled prior to the implementation of progressive discipline. A full-time Union Representative will meet with the employee and their Store Manager prior to any disciplinary action

being taken. The Union agrees to make representatives readily available so as not to delay this process unduly.

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

Letter of Understanding #8 – Modified Work

Further to Article 10.12 the parties agree to the following steps:

- 1) Hold Joint Labour Management meetings as required to discuss the administration of modified work.
- 2) When there is a meeting with the WCB Case Manager, Save-On-Foods' Claims Specialist and the employee, the Union will be contacted and with the employee's approval be invited to attend the meeting.
- 3) 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:
 - (a) Employee's name, department and store number.
 - (b) The estimated time period for the modified work.
 - (c) The restrictions (physical and time).

Letter of Understanding #9 – Re: CCWIPP Stabilization Fund

1. Effective August 29th, 2010, the Employer agrees to contribute to the Canadian Commercial Workers Industry Pension Plan Stabilization Fund forty (\$0.40) cents for all hours worked or paid

by the Employer to its employees in the Bargaining Unit including any overtime hours worked in a week (to a maximum of the basic work week), vacation, general holidays, sick days (not including Weekly Indemnity, LTD, or other similar indemnifications), jury duty and any paid leave of absence required under the terms of the Collective Agreement.

This means that the Employer will make a total aggregate contribution of one dollar and twenty-five (\$1.25) cents per hour to Canadian Commercial Workers Industry Pension Plan (i.e. the aggregate of the eighty-five (\$0.85) cents required in Article 19 and the forty (\$0.40) cents required in this letter of understanding).

2. Effective September 12th, 2010, all employees in the Bargaining Unit will have their wages decreased by five (\$0.05) cents per hour. All scales in Appendix "A" will be decreased by five (\$0.05) cents.
3. Effective March 20th, 2010, the Employer will cease making contributions to the CCWIPP Stabilization Fund. The Employer will not be obligated to make any additional or future contributions to the CCWIPP Stabilization Fund.
4. The Union and the Employer will meet within *ninety* (90) days to discuss the use of the Stabilization Fund and to make recommendations to the Board of Trustees to improve the benefits of the Bargaining Unit members.

Letter of Understanding #10 – Re: Return to Bargaining Unit for Union Officials

The Union and the Employer agree to the following procedure to accommodate the re-entry of any full-time Union Official from Local 401

who wishes to return to the Bargaining Unit and the Employment of Save On Foods:

1. The Union Official shall give two **(2)** weeks' notice of **their** intent to return to the employment of the Employer and to the Bargaining Unit and upon receipt of such notice the Employer shall forthwith thereafter reinstate such employee on a full-time basis.
2. The re-entering full-time Union Official shall be placed on the seniority list and **their** relative seniority shall reflect the date of re-entry into the Bargaining Unit.
3. For the term of the Collective Agreement, provided that the Individual who reentered maintains the position of Meat Manager, **their** previously held seniority date shall govern in layoffs, reduction of part-time, and recall of full-time employees.
4. Should an employee of the Employer in the Bargaining Unit become a full-time Union Official, and a former Union Official previously reentered the Bargaining Unit **they** shall be granted Bargaining Unit seniority from their original date of hire in the employ of the Employer regardless of the position held. In addition, any full-time Union Official who reenters within four (4) weeks of the employee who is/has left to become a full-time Union Official then such Official shall be granted seniority on the same basis.
5. It is understood that the above describes a one for one procedure and is deemed to have no detrimental impact on the Bargaining Unit.

Letter of Understanding #11 – Unrestricted Part-Time Employee Scheduling

Notwithstanding anything to the contrary in Article 5.8 of the Collective Agreement, the parties agree to the following on a trial basis for the life of the Collective Agreement.

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

Letter of Understanding #12 – Voluntary Severance

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

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

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

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

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

Letter of Understanding #13 – Excluded Positions

Meat Manager and Deli Manager.

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

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

Existing incumbents will remain red-circled in their existing positions and maintain their existing terms of employment (area of responsibility,

wages and benefits). Existing incumbents may elect in writing to opt into an excluded position.

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

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

Union Management:

- Assistant Department Managers (Meat and Deli)
- ***Assistant Store Manager(s)***

All of the above positions shall be full-time positions.

Classifications:

- Store Clerk
- Restaurant Clerk*
- Cook*

Store Clerk Scheduling Groups:

1. Meat
2. Deli

Restaurant*:

1. Restaurant Clerk*
2. Cook*

*Employer has no plans to introduce these departments/classifications at this time. They are inserted above to demonstrate where they would fall within the store structure should they be introduced in the future.

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

Letter of Understanding #14 – WCB Return to Work Meetings

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

Letter of Understanding #15 – Viability

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

Letter of Understanding #16 – Premiums

Employees actively employed at the date of ratification (April 26th, 2016) shall continue to receive all premiums as set out in the current Collective Agreement.

Any premiums, except overtime, relief rates, and equalization pay set out in the Collective Agreement shall not apply to employees hired after April 26th, 2016.

Whereas the parties share a collective bargaining relationship in the Thickwood Save-On-Foods store located at 131 Signal Road, Fort McMurray, Alberta.

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

Letter of Understanding #17 – Restaurant and Coffee Bar

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

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

The parties have agreed as follows:

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

Agreed this 15th day of February, 2017.

IN WITNESS WHEREOF, the parties hereto have caused the foregoing Letters of Understanding #1 to #17 to be executed.

Signed this _____ day of _____, **2023**.

For the Employer:

For the Union:

Employer Committee:

Major Brar
Greig Cannard

Union Committee:

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

This Agreement was ratified on ***May 6th, 2023***