

COLLECTIVE AGREEMENT

BETWEEN

SOBEYS WESTERN CELLARS INC. –
SAFEWAY WINE AND SPIRITS – LEDUC, AB

AND

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

Renewal: December **26th, 2020**

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IN THE MATTER OF A COLLECTIVE AGREEMENT

BETWEEN: SOBEYS WESTERN CELLARS INC. – SAFEWAY WINE AND SPIRITS – LEDUC, AB, hereinafter referred to as the “EMPLOYER”,

AND: UNITED FOOD AND COMMERCIAL WORKERS CANADA UNION, LOCAL NO. 401, hereinafter referred to as the “UNION”.

Article 1 – Purpose

1.01 The Employer and the Union have entered into this Agreement to record clearly the terms and conditions of employment at the Employer’s Leduc, Alberta Liquor Store, 6106 50th Street, Leduc, Alberta, T9E 6N7; to promote the mutual interests of the Employer and its employees; to provide an amicable means of settling grievances and differences which may arise from time to time; and to establish the framework for working together to achieve the most efficient operation of the Liquor Store and promote customer service.

1.02 Interpretation

In this Agreement the use of the word “he”, “him”, or “his” shall be understood to also include the feminine gender.

Article 2 – Nature of the Bargaining Unit

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Safeway Wine and Spirits, 6106 50th Street, Leduc, Alberta, T9E 6N7, except for the Assistant Manager and Store Manager and persons above these rankings.

Article 3 – Union Shop

3.01 Every employee who hereinafter becomes a member of the Union shall maintain membership in the Union as a condition of employment. Every new employee whose employment commences hereafter shall make application for membership in the Union within ten (10) days and become members within thirty (30) days.

3.02 The Employer shall obtain signatures of Union cards supplied by the Union from employees at date of hiring and shall turn such cards over to the Union. Each new employee at the time of employment will be provided a form letter outlining to the employee his/her responsibilities in regard to Union membership. The name and address of each employee to whom a letter is presented along with the employee's date of hire shall be provided to the Union.

Article 4 – Deduction of Union Dues

4.01 The Employer will deduct from the wages of each employee, with proper authorization from the employee affected, initiation fees and Union dues as are requested by the Union. Money deducted during any month shall be forwarded by the Employer

to the Union within twenty (20) calendar days following the end of the Employer's four (4) or five (5) weeks' accounting period.

- 4.02 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.
- 4.03 The Union will give the Employer four (4) weeks notice prior to changing the amount of dues to be deducted.
- 4.04 Upon mutual agreement, the Employer may submit the dues electronically in a manner acceptable to both parties.

Article 5 – Recognition of Management's Rights

- 5.01 The Union acknowledges that the Management of the Employer including the right to plan, direct, and control operations of the Liquor Store and the products to be handled; the direction of the working force including to assign duties, promote, demote employees; to maintain order and efficiency; to require employees to observe Employer rules and regulations; to suspend, discipline, or discharge for proper cause; and, those matters requiring judgment 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 all other recognized functions of Management not specifically covered in this Agreement.

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

Article 6 – Probationary Period

6.01 New employees shall be on probation for two hundred twenty (220) hours worked. The Employer, at their sole discretion, may discharge any probationary employee during the employee's probationary period and the Union shall have no recourse to the Grievance and Arbitration sections of the Collective Agreement.

Article 7 – Hours of Work

7.01 Full-time employees will be scheduled prior to part-time employees.

Unless the merit, fitness, and ability of an employee is greater, in scheduling of part-time employees in the Liquor Store, senior employees will be scheduled as many or more hours than junior employees within the classification on a weekly basis provided the employee has the ability and qualifications to handle the work to be performed in a competent manner.

7.02 Part-time employees' schedule shall follow the following conditions:

In the ordinary course of business, unless the merit, fitness, and ability of a part-time employee is greater, the order of scheduling employees will be:

- (i) Full-Time employees.
- (ii) Unrestricted part-time employees.
- (iii) Restricted part-time employees.

Unrestricted part-time employees will be scheduled before restricted part-time employees (i.e. when possible, unrestricted

part-time employees will be scheduled to work more hours than a restricted employee insofar as this is consistent with their availability and willingness to perform the work).

“Unrestricted Part-time Employee” means an employee who is available to work ***up to forty (40) hours per week for*** any shift in the Liquor Store three (3) days per week, Monday to Friday, plus Saturday, Sunday, and General Holidays. ***It is understood that employees who restrict to less than forty (40) hours per week will be considered restricted employees.***

As of the November 1st, 2015, “Restricted employee” means an employee who is available to work anytime in the Liquor Store on a minimum of any two (2) of the following days: Friday, Saturday, or Sunday.

Restricted employees hired prior to November 1st, 2015 must be available for a minimum of two (2) scheduled shifts per week.

7.03 Part-time employees will be required to work according to their most recent declaration of availability. Part-time employees can change their availability three (3X) times per year, but cannot further limit their availability between November 15th and the end of the year.

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

7.04 Management shall post a weekly schedule no later than twelve (12:00 p.m.) noon Wednesday of each week for the following two (2) weeks for all employees.

The Employer has the right to call in employees in seniority order not previously scheduled to work, if required by the business.

The Employer shall indicate on the schedule the total number of hours scheduled for each employee.

- 7.05 There shall be a daily starting time for each employee. Daily hours of work shall be consecutive with the exception of rest and meal periods. No split shifts shall be worked.
- 7.06 Employees who have a specific request for time off shall inform the Employer in writing of the specific days that they are requesting one (1) week prior to the schedule being posted. Subject to operational needs, requests will not be unreasonably denied.
- 7.07 Employees shall record their own time at work including the time they start and finish work and the time they commence and return from meal periods on either time sheets or by means of a time clock provided by the Employer.
- 7.08 The schedule of hours for the week may be changed without notice in the event of unscheduled absence of employees, or in the event of emergencies such as storm, flood, breakdown of equipment, or other instances of force majeure. In all other cases, at least forty-eight (48) hours' notice of any change must be given, or the employee is not obligated to accept the change. It shall be the Employer's responsibility to notify all employees affected by a change in their schedule.
- 7.09 Should an employee be required to work in excess of his/her scheduled hours due to an unscheduled absence of employees, unexpected business requirements, or an emergency, or as may be required on occasion by

Management, such employee shall not work in excess of eight (8) hours in a day or forty (40) hours in a week at the employee's regular rate of pay.

Notwithstanding Article 7.02, Management may designate an employee at its discretion to work in excess of twenty-five (25) hours in a week for the efficient operation of the business.

7.10 Call-In Time

Employees scheduled or called in and who report for work shall be required to work not less than four (4) hours and receive four (4) hours pay at their regular hourly rate.

Required employee meetings shall be exempt from the above but the employee shall be paid for all time spent in attendance at the meeting at his/her regular hourly rate of pay.

7.11 Rest Period

An employee working a daily shift of four (4) hours and not more than six (6) hours shall receive one (1) paid rest period, not to exceed fifteen (15) minutes.

An employee working a shift of more than six (6) hours shall receive two (2) paid rest periods not to exceed fifteen (15) minutes each. Breaks may be taken as follows:

- (a) When relief is available, by mutual agreement, the employee may combine the two (2) rest periods at mid-shift or;
- (b) Take the two (2) rest periods separately as per above.

Rest periods will be scheduled by the Employer.

7.12 Sunday shall be considered the first day of the week for payroll purposes.

7.13 The Employer will endeavor to accommodate an employee requesting a Saturday and Sunday off as long as the employee's absence does not impede the efficient operation of the business and the employee's requests are not excessive in amount.

The Employer shall endeavor to schedule a minimum of two (2) employees to work during all scheduled hours of work. It is understood that in cases where for example an employee is ill, or an employee does not show up for their shift, or there are no employees available to work the shift, or there is an emergency, or similar instances, an employee may have to work by themselves.

The Employer will endeavor to rotate weekend evening shifts (Friday, Saturday, Sunday) among bargaining unit employees when operationally possible. It is understood that this rotation will not apply to employees wishing to work evenings only.

Article 8 – Overtime

8.01 Overtime shall be paid at one and one half (1 ½ X) times the employee's regular hourly rate of pay.

8.02 All time worked in excess of eight (8) hours on one (1) shift or, in the event as may be required by Management, in excess of forty (40) hours in one (1) week only after such hours have been authorized by Management, the employee shall be paid at time and one half (1 ½ X) their regular hourly rate for such time worked.

8.03 Overtime shall be offered to the most senior employee on the shift providing the employee has the ability and qualifications to perform the required overtime work. If the senior employees do not wish to accept overtime, Management shall have the right to assign such work in reverse order of seniority to such other junior employees who have the necessary ability and qualifications and who are at work at the time.

Article 9 – Clerk in Charge Premium

9.01 In Management’s sole discretion, an employee **will** be appointed as determined by the Employer as the Clerk-in-Charge on a shift **when the Facility Manager or Assistant Manager is not on shift**. A premium of fifty (\$0.50) cents per hour will be paid for all time so appointed.

9.02 Job classifications and wage rates for each classification for all employees covered by this Agreement shall be as set out in Appendix “A” of this Agreement.

Article 10 – General Holidays

10.01 The observance of General Holidays and compensation for employees for General Holidays shall be in accordance with the Employment Standards Code of the Province of Alberta. For clarity, the calculation of holiday pay shall be as per Article 10.03.

The following days shall be paid General Holidays:

New Year’s Day
Family Day
Good Friday

Labour Day
Thanksgiving Day
Remembrance Day

Victoria Day
Canada Day
1st Monday of August

Christmas Day
Boxing Day

And all other public holidays proclaimed by the Federal, Provincial, or Municipal Governments.

Employees required to work on a General Holiday listed above shall be compensated at the rate of time and one half (1 ½ X) their hourly rate for each hour worked.

Due to the nature of the business and the proper staffing of the facility, a part-time employee may work up to forty (40) hours at regular rate during the week preceding a General Holiday and during the week of the General Holiday, as may be required by Management.

10.02 It is understood that all employees shall be scheduled on General Holidays on a rotating basis and the employees agree to co-operate.

10.03 As a matter of clarification to Article 10.01 and the administration of the Employment Standards Code of the Province of Alberta:

(a) If an employee worked on the same day of the week as the day on which the General Holiday falls in at least five (5) of the nine (9) weeks preceding the work week in which a General Holiday occurs, the General Holiday is to be considered a day that would normally have been a work day for that employee. In this case, the individual is eligible for General Holiday pay.

(b) If eligible, the employee is entitled to General Holiday pay in the amount of the average daily wage of the employee

on those five (5) or more days that he/she worked within the nine (9) week qualifying period.

Article 11 – Vacations

11.01 Vacation pay will be allocated as follows:

- (a) Part-time employees with less than five (5) years of continuous employment with the Employer shall receive vacation pay in the amount of at least equal to four (4%) percent of the employee's wages for the year of employment for which vacation is given.
- (b) Part-time employees with five (5) years and more of continuous employment with the Employer shall receive vacation pay in the amount of at least equal to six (6%) percent of the employee's wages for the year of employment for which vacation is given.

11.02 ***Part-time employees shall receive their vacation pay bi-weekly with their regular pay.***

11.03 Upon written request of the employee, the Employer agrees to grant ***up to*** two (2) weeks between April 1st and September 30th of each year.

Article 12 – Leaves

12.01 Maternity Leave

Employees shall request a leave of absence without pay up to a maximum of fifteen (15) weeks because of pregnancy. Such request will be granted, provided the employee submits to her

Employer, a request in writing for such leave at least two (2) weeks, where possible, prior to the date she intends to commence such leave, together with a certificate from a qualified medical practitioner, certifying that she is pregnant and indicating the estimated date of delivery, or alternatively indicating the actual date of delivery. Such leave may, at her discretion, commence at any time in the period commencing twelve (12) weeks prior to the estimated date of delivery and ending on the actual date of delivery.

Employees will continue to accrue seniority while on maternity leave, and will be entitled to and will accrue any other benefits provided to employees on unpaid leaves of absence (e.g. education leave).

Employees will have the option of maintaining their coverage under the Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave, except that during the period in which the employee on maternity leave is in receipt of sick leave credit payments, Weekly Indemnity (group insurance) benefits, or Long-Term Disability benefits, payment of premiums or costs to maintain the employee's coverage under the Employer benefit plan shall be the same as for any employee in receipt of sick leave credit payments, Weekly Indemnity (group insurance), or Long-Term Disability benefits.

Where an employee who has qualified for group benefits has a valid health-related reason for absence from work due to pregnancy or maternity and cannot perform her regular duties, she may, regardless of whether she has pre-paid the cost of her benefits apply for sick leave credit payments, Weekly Indemnity (group insurance), and/or Long-Term Disability benefits as per the Collective Agreement. If the employee's application is accepted, she shall be entitled to such benefits and accruals as provided by the Collective Agreement to any

employee in receipt of sick leave, Weekly Indemnity (group insurance), or Long-Term Disability benefits.

The employee, when returning to work at the end of her leave (maternity or parental leave) shall give the Employer two (2) weeks' notice of date of return. Where the employee returns to work within the first six (6) weeks following the date of birth, she will be required to submit a certificate from her doctor, indicating that her resumption in employment will not, in his or her opinion, endanger her health.

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

12.02 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, where possible, 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 will continue to accrue seniority while on such leave, and will be entitled to and will accrue any other benefits

provided to employees on unpaid leaves of absence (e.g. education leave).

Employees will have the option of maintaining their coverage under the Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave. Employees who choose not to maintain their benefit coverage under the Employer benefit plan will have their benefits reinstated upon return to work.

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

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

12.03 Compassionate Leave

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

12.04 Military Leave

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

12.05 Time Off for Union Business

The Employer agrees to allow time off work, without pay, for delegates elected to attend seminars, Union conventions, and negotiations; provided, relief employees, satisfactory to Management, are available. The Union will give the Employer two (2) weeks notice.

The Employer agrees to grant time off, without pay and without discrimination, to not more than one (1) employee designated by the Union, for a maximum of three (3) months, or a longer period as may mutually be agreeable, to serve in any capacity of official Union business; providing that, notification is given to the Employer in sufficient time to procure a relief person for the job involved.

Time spent on Union business for employees, where the Employer is reimbursed by the Union, shall be considered as time worked in regard to all benefits.

12.06 Family Leave

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

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

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

12.07 Bereavement Leave

In the event of death in the immediate family of an employee, the employee will be granted a leave of absence without pay, with consideration given to travel time for the purpose of attending the funeral. The length of such absence shall be at

the discretion of the Employer. The term “immediate family” shall mean: spouse, parent/step-parent, child/step-child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandmother, grandmother-in-law, grandfather, grandfather-in-law, and grandchildren, or any relative living in the household of the employee. At the request of the employee, if operationally feasible, the Employer will endeavour to amend the schedule to allow the employee to make up any lost time.

Article 13 – Harassment

13.01 The Union and the Employer agree that the employees covered by this Collective Agreement should be free of harassment, and the Employer and the Union agree to cooperate with each other in preventing and eliminating harassment. The Employer and the Union endorse the principles contained in the Alberta Human Rights Act.

Article 14 – Union Representation

14.01 Union business only bulletin boards will be supplied by the Union and will be placed in an area of the store as mutually agreed. Bulletins may only be posted by a person so authorized by the Union. Notices pertaining to Union meetings, Union events, or matters of information relating to the membership of the Union may be posted on the bulletin board. Notices that pertain to matters other than Union meetings, Union events, or matters of information relating to the membership of the Union shall only be posted by mutual agreement between the Union and the Employer.

- 14.02 The Employer agrees to display the official Union decal of the United Food and Commercial Workers in a location where it can be seen by customers.
- 14.03 The Union will elect and/or appoint Union Steward(s) for the store. The Union will advise the Employer who the Steward(s) are.
- 14.04 When an employee's work performance 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. In the absence of the Union Steward, the employee may choose another member of the bargaining unit who is at work at the time to attend in place of the Union Steward.

14.05 Union Representation for Suspended Employees

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

1. Should an employee be suspended from the workplace and called back for an interview, the Union will be notified of the time and date of the interview.
2. If a representative of the Union is not able to attend, the Union Steward shall be present for the interview.
3. It is understood that if a suspended employee is called back for a meeting in which he/she will not be interviewed further and only issued a discipline/termination notice, Article 14.04 shall apply.

Article 15 – Seniority

- 15.01 Full-time employees are considered to be senior to part-time employees for all aspects of the Collective Agreement.
- 15.02 As of October 25th, 2012 seniority for all employees shall be defined as length of continuous service with the Employer from the employee's most recent date of hire in the store.
- 15.03 When two (2) or more employees are hired on the same date, their seniority shall be determined by alphabetical order of surname at date of hire.

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

- 15.04 A seniority list will be forwarded to the Union upon request by the Union.
- 15.05 To enhance the Employer's ability to develop staff to assist in the efficient staffing of the Liquor Store, Management may designate an individual on the basis of their merit and seniority as determined by Management for:
- (a) Relief of Management personnel; and
 - (b) When not relieving such designated employee shall be assigned hours equal to but not more than the senior unrestricted part-time employee in the Liquor Store.

15.06 Seniority Dates for Employees Hired Prior to October 25th, 2012

Thirty (30) days following October 25th, 2012, the Employer will total all hours worked by employees employed as of October

25th, 2012. The Employer will post a seniority report in the store and provide a list of the new seniority dates to the Union within two (2) weeks. Should there be a dispute over the seniority dates, the Union and the Employer agree to discuss and resolve the matter within two (2) weeks of posting. It is understood that the generated seniority dates cannot predate the date of hire.

To determine new seniority dates, the following formula will be used:

Total hours worked /40 hour work week x 7 days = number of days. The total number of days will be subtracted from the date of ratification (October 25th, 2012) to calculate the new seniority date.

(For example: (2080/40) X 7 = 364 days. January 1st, 2011 date of ratification would result in a January 2nd, 2010 seniority date).

Article 16 – Strikes, Slowdowns, and Lockouts

16.01 There shall be no strikes, slowdowns, or lockouts by the parties to this Agreement during the term of the Agreement.

Article 17 – Store Visits

17.01 Duly authorized representatives of the Union shall be entitled after notifying the Store Manager or personnel in charge of operations during his/her absence, 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 observed. Such

interviews may be held in a place designated by the Store Manager.

A full-time Union Representative, after notifying the Store Manager or their designated relief, shall be permitted, during hours when the store is open, to review the posted hours of work scheduled and time cards. Any alleged discrepancies shall be presented, in writing, to the Employer's Labour Relations Department under Article 18 of this Agreement.

Article 18 – Grievance Procedure

- 18.01 Any complaint, disagreement, or difference of opinion between the Employer and the Union or the employees covered by the Agreement which concerns the interpretations, application, operation, or alleged violation of the terms and provisions of this Agreement shall be considered as a grievance.
- 18.02 Any employee, the Union, or the Employer may present a grievance. Any grievance which is not presented within fourteen (14) days following the event giving rise to such grievance (except by errors in respect to the employee's compensation which must be presented in writing within fourteen (14) days of the employee becoming aware of the event giving rise to such grievance), or within ten (10) days of the last day worked in the case of a dismissal, shall be forfeited and waived by the aggrieved party. Time limits may be extended by mutual agreement with written confirmation.
- 18.03 All grievances, except those submitted by the employee to his/her immediate superior or to the Union, shall be submitted in writing and shall set forth, clearly, the issues and contentions of the aggrieved party. The Employer shall then reply, in

writing, to the Union's letter, setting forth their answer to the points raised by the Union in its grievance.

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

1st Step: By a discussion between the employee and the Shop Steward or Union Representative and employee's immediate superior and/or Facility Manager. If a satisfactory settlement cannot be reached then:

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

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

Article 19 – Arbitration

19.01 All grievances that cannot be settled by the Representatives of the Employer and the Union in accordance with Article 18 may be submitted to a single arbitrator as set out below.

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

- 19.03 The arbitrator shall not be vested with the power to change, alter, or modify any of the terms of this Agreement.
- 19.04 No person shall serve as an arbitrator who is involved or directly interested in the grievance.
- 19.05 The decisions of the arbitrator shall be binding and enforceable on all parties.
- 19.06 It is agreed that the expenses of the arbitrator shall be borne equally by both the Union and the Employer.

Article 20 – Education and Training Fund

- 20.01 The Employer shall make contributions to the United Food and Commercial Workers Canada Union, Local No. 401 Education and Training Fund of four (\$0.04) cents per hour for each regular hour worked or paid sick pay (not including Weekly Indemnity), paid vacations, and General Holidays to the maximum of the basic work week.

Article 21 – United Food and Commercial Workers Dental Care Plan

- 21.01 The Employer shall make contributions to the United Food and Commercial Workers Dental Care Plan of forty-three (\$0.43) cents per hour effective November 8th, 2015 for each regular hour worked or paid sick pay (not including Weekly Indemnity), paid vacations, and General Holidays to the maximum of the basic work week.

Article 22 – Canadian Commercial Workers Industry Pension Plan

22.01 Effective August 29th, 2010 – in accordance with the Memorandum of Agreement dated February 28th, 2011, the Employer agrees to contribute to the Canadian Commercial Workers Industry Pension Plan one dollar twenty-five (\$1.25) cents per hour for all hours worked or paid by the Employer to its employees in the bargaining unit including any overtime hours worked in a week (to the 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.

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

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

22.02 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. 4%, 6%,

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 22.01 (e.g. an employee having worked or been paid for one thousand (1000) hours in the previous year and who was entitled to four (4%) percent vacation pay would be entitled to receive an additional forty (40) hours' credit into his/her previous yearly total. The C.C.W.I.P.P. administrator would credit said part-time employee with forty (40) additional hours and receive forty (40X) times the applicable contribution rate from the Employer. Therefore, for the previous year the employee in this example would be credited with a total of one thousand forty (1040) hours).

22.03 The above rates of contribution shall be in addition to any obligation which the Employer may have to the C.C.W.I. Pension Plan in respect to their "initial past service liability" to provide past service benefits.

22.04 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 22.01 to 22.03, shall be forwarded by the Employer within twenty-one (21) days after the close of the Employer's four (4) or five (5) week accounting period. The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.

Article 23 – Health and Welfare Trust Fund

23.01 The Employer will agree to participate in the Safeway UFCW Part Time Health and Welfare Trust Fund for all employees of the Liquor Store and shall make contributions to the fund in the amount of twenty (\$0.20) cents per hour effective November 8th, 2015, for each regular hour worked or paid, sick pay (not

including Weekly Indemnity), paid vacations, and General Holidays to the maximum of the basic work week.

This plan is to include full-time employees as well as part-time employees.

Article 24 – Health and Safety

24.01 The Employer shall comply with the Alberta Occupational Health and Safety Act.

Article 25 – Weekly Pay and Direct Bank Deposit

25.01 It is agreed that weekly pay and/or direct bank deposit has been accepted as a condition of employment by the employees. The Employer shall advise employees with four (4) weeks advance notice prior to implementation of new payroll system(s) or a bi-weekly system of pay.

Article 26 – Expiration and Renewal

26.01 This Agreement shall be effective from December **24th, 2017** and shall remain in force until December **26th, 2020**, and thereafter from year to year; but either party may, not more than one hundred twenty (120) days and not less than sixty (60) days before the expiry date or renewal date of such Agreement, give notice, in writing, to the other party to:

(a) Negotiate revisions thereof.

26.02 Should either party give notice pursuant to **(a)** above, this Agreement shall thereafter continue in full force and effect and

neither party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment until:

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

Signed this _____ day of _____, **2018**.

For The Employer:

For The Union:

Employer Committee:

Bargaining Committee:

Morgyn Ahrens
Elsa Rosko
Denise Hill

Sylvia Farrer
Shauna Robertson
Al Olinek

This Collective Agreement was ratified on **July 30th, 2018**.

Appendix “A” – Wages and Job Classifications

Incentives

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

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

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

Wages

Wage Scale:

Hours	October 1st, 2018	December 23rd, 2018	December 22nd, 2019
0 - 1000	\$15.00	\$15.00	\$15.00
1001 - 2000	\$15.00	\$15.05	\$15.10
2001 - 3000	\$15.00	\$15.10	\$15.15
3001 - 4000	\$15.00	\$15.15	\$15.20
4001 - 5000	\$15.00	\$15.20	\$15.25
5001 - 6000	\$15.00	\$15.25	\$15.30
6001 - 7000	\$15.00	\$15.35	\$15.40
7001+	\$15.00	\$15.45	\$15.50

Signing Bonus

The Employer agrees to pay a signing bonus to all active employees on the payroll of the Employer on the date of ratification (July 30th, 2018) as follows:

Employees who have averaged between zero (0) and nineteen (19) hours worked per week since contract expiry to August 6th, 2018 will receive two hundred (\$200.00) dollars, less statutory deductions.

Employees who have averaged over nineteen (19) hours worked per week since contract expiry to August 6th, 2018 will receive three hundred (\$300.00) dollars, less statutory deductions.

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

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 his/her service and experience qualify him/her for the next higher rate in the wage scale.

LETTERS OF UNDERSTANDING

BETWEEN: SOBEYS WESTERN CELLARS INC. – SAFEWAY WINE AND SPIRITS, LEDUC, ALBERTA, hereinafter referred to as the “EMPLOYER”,

AND: UNITED FOOD AND COMMERCIAL WORKERS CANADA UNION, LOCAL NO. 401, hereinafter referred to as the “UNION”.

Letter of Understanding #1 – Joint Labour Management Meeting

Upon request, the Employer and the Union agree to meet to discuss any items of concern to either party arising out of the operation of the facility covered by the Collective Agreement.

Signed this _____ day of _____, **2018**.

For The Employer:

For The Union:

Employer Committee:

Morgyn Ahrens
Elsa Rosko
Denise Hill

Bargaining Committee:

Sylvia Farrer
Shauna Robertson
Al Olinek

This Collective Agreement was ratified on **July 30th, 2018**.