

**COLLECTIVE BARGAINING AGREEMENT BETWEEN:**

**SOBEYS WEST INC.  
RETAIL SUPPORT CENTRE ROCKY VIEW**  
Hereinafter referred to as the "Company"

**of the first part**

-and-

**MISCELLANEOUS EMPLOYEES,  
TEAMSTERS LOCAL UNION 987 OF ALBERTA**  
Hereinafter referred to as the "Union"

**of the second part**

**April 17, 2016 – April 19, 2025**

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## **ARTICLE No. 1 - PURPOSE**

**1.01** The purpose of this Agreement is:

- To promote and maintain harmonious relations between the Company and its employees,
- To promote and improve the economic conditions for the Company,
- To secure prompt and fair disposition of grievances and secure operations free from interference or interruption of work,
- To provide a framework for wages and conditions of employment which shall prevail between the Company and its employees.

It is recognized by this Agreement to be the duty of the Management, on behalf of the Company, and the Union Officers and employees, on behalf of the Union, to co-operate both collectively and individually, for the promotion of the aforesaid conditions and enforcement of all terms of this Collective Agreement.

## **ARTICLE No. 2 - DEFINITION**

**2.01** The word "employees" in this Agreement means all eligible employees of Sobeys West Inc - Retail Support Centre – Rocky View, located at 260199 High Plains Blvd, Rocky View County, in the Province of Alberta, save and except for building maintenance (including refrigeration), equipment maintenance personnel (for material handling equipment, truck and trailer repair), salespersons, supervisors, administrative and office staff (including all clerical functions such as shipping clerks, receiving clerks, office clerks, order desk clerks, etc.), quality and inventory control personnel (including cycle counting and order auditing), dispatchers, cafeteria employees, Retail Specialists handling store shelving, security personnel, managers and those above the rank of managers and those excluded by the Labour Relations Code.

**2.02** The Company will have the right to use excluded casual labour from time to time for unexpected, non-routine projects or tasks. No bargaining unit employee shall have their hours of work reduced as a result of the use of such casual labour.

**2.03** In this Agreement, unless otherwise indicated by the context, the plural shall include the singular and the masculine the feminine and vice versa.

## **ARTICLE No. 3 - RECOGNITION**

**3.01** The Company recognises the Union as the sole Collective Bargaining Agent for the employees, as described in Article 2 above.

#### **ARTICLE No. 4 - MANAGEMENT RIGHTS**

- 4.01** The Union acknowledges it is the sole exclusive right of the Company to;
- a) plan, direct and control Retail Support Centre operations
  - b) maintain order and discipline employees; including promote, demote, suspend, layoff, transfer, discipline or discharge employees for proper cause,
  - c) determine the competency of employees,
  - d) study or introduce new or improved production methods, facilities or production standards.
- 4.02** The parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude any other functions of management, which shall not be limited except as specifically provided by the terms of this Agreement.
- 4.03** The Company retains the sole right to select and assign at its discretion Warehouse Personnel to be trainers from time to time.
- 4.04** The parties to this agreement shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

#### **ARTICLE No. 5 - BARGAINING UNIT WORK**

- 5.01** Individuals not in the bargaining unit will not normally perform bargaining unit work in a routine or continuous manner to the extent that it impacts on the full-time status of an existing full-time employee. Ensuring customer service standards are achieved during periods of excessive absenteeism or unforecasted volume spikes, or coaching, training, instructing and assisting employees is exempt.
- 5.02** Teamwork is a critical aspect of the Retail Support Centre – Rocky View. Accordingly, individuals not in the bargaining unit may perform work also performed by employees, and employees may perform work performed by individuals not in the bargaining unit consistent with the Company's high standards of customer service without any violation of this Agreement.
- 5.03** No bargaining unit employee shall have their hours of work reduced as a result of the use of individuals not in the bargaining unit.

## **ARTICLE No. 6 - CONTRACTING OUT**

**6.01** It is understood that nothing in this Agreement limits or prohibits the Company's right to contract out, including the Company's right to use contractors and third parties in the facility without agreement from the Union, with the exception of the work currently performed by the bargaining unit employees, subject to the Letter of Understanding on Contracting Out.

## **ARTICLE No. 7 - UNION SECURITY**

**7.01** As a condition of employment, all employees in the bargaining unit shall become and remain members in good standing of the Union during the lifetime of the Agreement.

**7.02** Any new employee must join the Union and sign a membership application as attached to this agreement at Exhibit one within thirty (30) days of their date of hire.

**7.03** The Union agrees and shall indemnify and save harmless the Company from any liability or action of any kind whatsoever that may arise out of deductions made from the pay of any employee pursuant to Section 6.04 hereof.

**7.04** The Company will deduct Union dues, on a bi-weekly basis, for the duration of this Agreement and initiation fees as certified by the Union, in writing, from all members of the bargaining unit, except those specifically excluded by the provisions of this Article. The Company agrees to remit such initiation fees and dues, together with a list of employees from whom such deductions have been made, to the Union, at its mailing address, by the twenty-first (21st) day of the following month, also listing terminations and new hires during this period. Every year, the employer shall calculate the amount of union dues deducted for each employee, and indicate this amount on the employee's T-4 slips.

**7.05** The Company shall forward the Union's "Membership Initiation Card" duly completed, to the Union. The Union shall bear the expense of printing and mailing the card.

**7.06** The Company shall provide the Union with a list containing the current names, Social Insurance Numbers, addresses, telephone numbers, classifications and rates of pay of all bargaining unit employees in January of each year.

## **ARTICLE No. 8 - UNION BUSINESS**

- 8.01** The Union agrees that Union duties and activities will not be carried out on the Company's premises, at any time, except where permitted by this Agreement. A duly authorized Union Representative shall have access to the premises only during business hours to discuss Union business with the Company and/or the employees covered by the Agreement. In no case shall such visits interfere with the progress of the work and provided that on each occasion permission is first obtained from the Retail Support Centre Director or his appointee. This access privilege shall not be abused and it is further understood that such representative of the Union shall comply with the Company regulations while on Company premises.
- 8.02** Subject to 8.01, when visiting the warehouse, the full-time Union Representative may be accompanied by a Shop Steward. All time spent by a Shop Steward accompanying the full-time Union Representative shall be with pay. Permission to accompany the Union Representative shall not be unreasonably denied.
- 8.03** The Union will provide a lockable bulletin board, which will be installed by the Company. This bulletin board is for Union information only. The Union will be responsible for all maintenance and repair of the bulletin board.

## **ARTICLE No. 9 - UNION STEWARDS AND DISCIPLINE**

- 9.01** The Union shall notify the Company in writing of the names of the Shop Stewards, and Chief Steward. The Union Steward may leave his regular duties for a reasonable duration to assist employees in processing grievances as defined in this Agreement, however, he must first obtain permission from his shift Supervisor for such purpose and upon completion, he shall report to his shift Supervisor and return to his regular duties. It is agreed that this time will not be abused. It is understood that where practical and possible such activity will be conducted on the employee's break, meal time or before/after the working shift.
- 9.02** Shop Stewards shall be allowed to wear their Shop Steward identification acceptable to the Company while on duty.
- 9.03** The Company agrees that when an employee is called in on a disciplinary matter that will form part of his work record, the Steward or in their absence an alternate employee, present at work and chosen by the employee concerned, may be called in at the same time (disciplinary matters for this purpose are considered written warnings, suspensions and terminations). A copy of such discipline will be provided to the employee and the Steward.
- 9.04** All disciplinary meetings shall be held in private and, unless there is a valid reason not to do so, shall take place in a location on the Company's premises.

**9.05** Employees covered by this Agreement shall have access to their own personnel file, upon written request by the employee involved.

**ARTICLE No. 10 - EMPLOYEE INFORMATION**

**10.01** The employee is required to keep the Company informed of his latest address, telephone number and other essential contact information. Failure to do so will relieve the Company of any obligation related to providing the employee with any information such as shift changes, shift cancellations, overtime availability, Record of Employment, return to work notices, etc.

**ARTICLE No. 11 - STRIKES AND LOCKOUTS**

**11.01** It is agreed by the Union that there shall be no curtailment of work, slowdowns or strikes during the term of this Agreement. The Company agrees there will be no lockout during the term of this Agreement.

**ARTICLE No. 12 - HOURS OF WORK**

- 12.01 a)** The normal workweek shall be Sunday through Saturday. The normal work schedule shall be eight (8) or ten (10) hours daily and forty (40) hours weekly as determined by the Company unless otherwise mutually agreed between the Company and the Employee.
- b)** Employees shall have two (2) fifteen (15) minutes paid break periods per eight (8) hour shift (or two (2) twenty (20) minutes paid break periods per ten (10) hour shift) and one (1) thirty (30) minute unpaid meal period unless otherwise mutually agreed between the Company and the employee. With the exception of the meal period, an employee's shift for the day shall be comprised of consecutive hours of work.
- c)** A person working a daily shift of less than five (5) hours shall receive one (1) uninterrupted fifteen (15) minute rest period with pay. A person working a daily shift of five (5) hours or more but less than eight (8) hours shall receive one (1) uninterrupted fifteen (15) minute rest period with pay which shall be in addition to the uninterrupted meal period without pay that is provided for in (b) above.
- d)** In the event that overtime in excess of two (2) hours is anticipated, an additional fifteen (15) minute paid break will be provided at the end of the first hour of overtime.
- e)** If an employee reports for work on his regular scheduled shift, or is called out to work, and no work is available, he shall be paid a minimum of four (4) hours at his regular rate unless otherwise mutually agreed.

**12.02** Work shifts, as herein set out, are for the purpose of providing a basis for calculating time worked, and shall not be a guarantee as to hours of work per day nor as to days of work per week.

**12.03 Full Time Weekly Guarantee**

The Company agrees to guarantee full-time employees a minimum of forty (40) hours per week (excluding weeks including Paid Holidays) of work exclusive of overtime.

**12.04 Work Schedules**

The Company shall post a two (2) week work schedule for all employees not later than Tuesday 3:00 p.m. of each second week for the following two (2) weeks. Said schedule may be changed without notice in the event of emergencies, unscheduled absences of employees or other instances of business requirements.

**12.05 Time Clock**

The Company shall provide a time recording device to enable employees to record their own time for payroll purposes. Employees shall record their own time at the time they start and finish work. Employees shall be entitled to review their time entries upon request. It is strictly forbidden for an employee to enter time on the behalf of another employee.

**ARTICLE No. 13 - OVERTIME**

**13.01 a)** Overtime work shall be paid as follows:

- (i) The Company will pay time and one-half (1 ½) for all hours worked in excess of eight (8) hours per day (or ten (10) hours for those employees assigned ten (10) hour shifts).
- (ii) The Company will pay time and one-half (1 ½) for all hours worked or paid in excess of forty (40) hours per week.

**13.02 a)** Overtime that has been properly authorized by Management will be offered to the senior qualified employee in the department on the shift the overtime is to be worked who normally performs the work to be done. If insufficient volunteers are available the Company may assign overtime to all employees on the shift (full-time and part-time) who have performed work in that job on the majority of the shift by selecting in reverse order of seniority by job. This will not prevent the Company from assigning the work to available employees from other departments at straight time to achieve their regular eight (8) hours. Any employee who volunteers for or otherwise accepts an overtime assignment will be obliged to report for and complete the hours agreed upon.



b) The determination for overtime work is at the discretion of the Company; as example, it may be designated at the end of a shift, or prior to the start of a shift.

**13.03 a)** For designated additional overtime shifts, the Company will post Additional Manpower Requirements Lists on Wednesday of each workweek. Such lists will be removed at noon on Friday of each workweek. Additional overtime shifts will be assigned on the basis of seniority from among qualified employees who have signed the list. This provision will also be utilized for a paid holiday week with the timing so adjusted.

b) If, the Company is unable to secure greater than the number of employees required in (a) above, the Company will choose the required number of qualified employees on the basis of reverse order of seniority by job.

#### **13.04 Banked Overtime**

Employees shall have the option of straight time off for overtime worked provided that time off is agreed to mutually by the employee and the Company and provided he indicates what his preference is prior to working the overtime. At no time will this accumulation exceed forty (40) hours.

**13.05** In all instances where an employee accepts overtime outside of his normal job, he will be expected to meet the normal standards of the job performed on overtime. Additionally, all normal work rules apply.

### **ARTICLE No. 14 - LAYOFFS AND NOTICE OF DEMOTION**

**14.01 a)** The Company shall give two (2) weeks' notice to any employee whose status is to be changed by the Company from full-time to part-time

b) In the event an employee is to be laid-off, he shall receive notice or pay in-lieu-of notice on the following basis:

- One (1) week if his period employment is less than two (2) years;
- Two (2) weeks if his period of employment is two (2) years or more but less than five (5) years;
- Four (4) weeks if his period of employment is five (5) years or more.

**14.02 a)** A full-time employee who is laid-off and who elects at the point of lay-off, to become a part-time employee, shall be subject to the provisions of part-time employees.

- b) A laid-off full-time employee returning to work shall receive notice by telephone or registered mail and shall provide their intention to return within one (1) week and return to work during the next two (2) weeks.
- c) A laid-off full-time employee may maintain health and welfare benefits for a period of up to three (3) months. The cost of such benefits for this period is to be borne by the employee.

**14.03** In the event the permanent closure of the Retail Support Centre – Rocky View, the Company agrees to provide as much notice as possible and practical. Any full-time employee with one (1) or more year’s service and whose employment is terminated by the Company due to the previously mentioned permanent closure will be provided with severance pay of one (1) week’s pay, up to one (1) year, and one (1) week per year over one (1) year, to a maximum of fifteen (15) weeks’ pay.

**ARTICLE No. 15 - PAID HOLIDAYS**

**15.01** The Company agrees to recognize the following paid holidays:

- |                              |                  |
|------------------------------|------------------|
| New Years’ Day               | Labour Day       |
| Alberta Family Day           | Thanksgiving Day |
| Good Friday                  | Remembrance Day  |
| Victoria Day                 | Christmas Day    |
| Canada Day                   | Boxing Day       |
| Civic Holiday (Heritage Day) |                  |

**15.02** Employees will not be paid for the above holidays, if they do not work the scheduled full working day before the holiday, the scheduled full working day after the holiday (unless they are approved to leave early without pay by management on either day), or on the day of holiday (if required/scheduled) except for absences due to bona fide illness or accident, paid absences for vacation, bereavement or jury leave. Notwithstanding the foregoing, an employee will not be paid holiday pay for holidays which fall in a week where the employee has been on short term disability, long term disability or workers compensation for the whole week.

**15.03** Any employee required to work on the above holidays, shall receive time and a half (1.5X) for all hours worked on said holiday.

**15.04** In weeks where the above holidays occur, the hours of work for a full time employee as outlined in Article 11.01 shall be reduced by either eight (8) hours or ten (10) hours based on the employee’s schedule, for the above holidays. Subject to 14.02 full-time employees will receive either eight (8) hours or ten (10) hours of statutory holiday pay. Part-time employees will be paid holidays in accordance with the Employment Standards Code.

**ARTICLE No. 16 - VACATIONS**

**16.01** Vacation will be accrued on a Real Time Vacation basis, this means an employee will earn the applicable amount of vacation time in each bi-weekly pay period. The amount of vacation time available will be reflected on the employee’s bi-weekly pay statements. Employees in their first year of service must complete one year of service in order to accumulate their full annual vacation allotment. The vacation year shall run from May till April and align with the Company fiscal year.

**16.02** Vacation accruals are established based on years of service and gross earnings in each bi-weekly pay period as follows:

	<b><u>Employment</u></b>	<b><u>Entitlement</u></b>
<b>a)</b>	less than three (3) years of continuous employment since date of last hire	four (4%) percent of total gross earnings – two (2) weeks
<b>b)</b>	three (3) years or more but less than five (5) years of continuous employment since date of last hire	five point seven seven (5.77%) percent of total gross earnings – three (3) weeks
<b>c)</b>	five (5) years or more but less than eight (8) years of continuous employment since date of last hire	six (6%) percent of total gross earnings – three (3) weeks
<b>d)</b>	eight (8) years or more but less than sixteen (16) years of continuous employment since date of last hire	seven point six nine (7.69%) percent of total gross earnings– four (4) weeks
<b>e)</b>	sixteen (16) years or more but less than twenty three (23) years of continuous employment since date of last hire	nine point six two (9.62%) percent of total gross earnings– five (5) weeks
<b>f)</b>	twenty three (23) years or total gross earnings employment since their last date of hire	eleven point five four (11.54%) more of continuous percent of – six (6) weeks

Employees will receive the full entitlement of vacation weeks each vacation year. However, they will be paid based on their percent of total gross earnings earned for their period actively at work.

Gross wages include all regular wages, overtime and general holiday pay. Wages in lieu of notice are not included in the calculation.

**16.03** Employees will be entitled, within their department, to two (2) consecutive week’s vacation during the prime vacation period May through September. Employees may take their vacation entitlement in one continuous period outside of the prime vacation period.

**16.04** Employees entitled to more than two (2) weeks’ vacation shall have their extra vacation scheduled after all other employee's vacations have been scheduled within the prime vacation period.

- 16.05** Employees may be granted vacation in less than full week increments.
- 16.06** Under no circumstances will an employee receive pay in lieu of vacation.
- 16.07** All employees are required to take a minimum of two (2) weeks' vacation. If an employee's annual vacation allotment is greater than two weeks, he will be able to carry over unused vacation time in excess of two weeks from one vacation year to the next. This vacation carry-over will be allowable only to the extent that at the beginning of the vacation year, the employee's total available vacation time does not exceed his annual allotment plus two weeks.
- 16.08** The Company retains the right to determine the vacation period for each employee, subject to the provisions of seniority and in consideration of business requirements and all other relevant considerations. Vacation previously approved may be cancelled at the employee's request where the employee has exhausted paid vacation prior to the selected date.
- 16.09** All employees are required to submit their preference for their first two weeks vacation time by the second Monday in February. Employees shall have until the second Monday in March of each year to indicate a preference for their remaining vacation time. On the second Monday in April of each year the Company shall post a finalized vacation schedule which cannot be changed except by mutual agreement between the Company and the employee. Vacation choices not made by the deadline will result in a loss of seniority for vacation purposes.
- 16.10** If a full-time employee becomes hospitalized due to serious illness or injury while on vacation, the employee may file a claim for Weekly Indemnity benefits and the balance of the employee's vacation will be rescheduled at a mutually agreeable time following the employee's return to work.

#### **ARTICLE No. 17 - SHIFT PREMIUM**

- 17.01** Effective April 17, 2016 all employees scheduled to work between the hours of 6:00 p.m. and 6:00 a.m. will be paid a premium of one (\$1.00) dollar per hour for each hour worked between 6:00 p.m. and 6:00 a.m.
- 17.02** Premiums are not subject to overtime rates.

#### **ARTICLE No. 18 - LEAVE OF ABSENCE**

- 18.01 a)** Full-time and part-time employees are entitled to the Leave of Absences as outlined in Employment Standards (Compassionate Care Leave, Maternity Leave, Parental/Adoption Leave etc.).

- b) All requests for personal leaves of absence shall be made in writing to the Shift Manager. The employee's request and the Company's decision concerning any requested personal leave of absence shall be made in writing. The granting or refusal of all such leaves of absence shall be at the discretion of the Company.

#### **18.02 Union Convention/Conference/Education Leave**

If an employee is elected as a delegate of the Union to attend a Union Convention, or selected to attend a course or seminar which requires a leave of absence, may be arranged by mutual agreement between the Union, the Employee and the Company with the Company retaining the final decision on granting or denying such leave based on the efficient operation of the business as determined by the Company. The Company agrees to pay these employees as if they were at work and the Union agrees to reimburse the Company for these costs which could include a benefit component. Requests for leave under this provision will not be unreasonably denied.

#### **18.03 Union Leave**

The Union may request a leave of absence for an employee to attend to long term union business. Two (2) weeks' advance notice shall be given to the Company indicating that such leave is required and unless otherwise agreed to by the Company no more than one (1) bargaining unit employee shall be entitled to such leave at any one (1) time. This type of leave shall not exceed one (1) calendar year unless otherwise mutually agreed to between the Company and the Union. Requests for such leave will not be unreasonable withheld.

- 18.04 An employee granted leave of absence who wishes to return to the employment of the Company, shall give notice of such intention of returning to work at least two (2) weeks prior to the expiry date of his leave of absence. If the leave of absence is less than two (2) weeks, he shall state the date he shall return from such leave, before commencing his leave of absence.

#### **18.05 Family Responsibility Leave**

In the event of an illness or injury occurring to an employee's spouse, parent or child the employee may request, and if so, shall be granted a leave of absence or absences without pay which shall not exceed three (3) working days in total per calendar year. The purpose of this leave shall be to enable the employee to attend to the needs of their ailing spouse, parent or child. Reasonable proof of the event may be required.

### **ARTICLE No. 19 - SICK BENEFITS**

- 19.01 a) Full-time employees shall be entitled to forty (40) hours paid sick time in twelve (12) month period if such absence relates to sickness. Authorization of paid time off from the sick benefit program operates on a rolling twelve (12) month period.

- b) The Company shall have the right to require an independent medical certificate for all absences due to illness. If requested such certificate will be required within three (3) working days of the absence (the employee is expected to provide a certificate before returning to work, consideration will be provided for an extension when Doctor's visit is scheduled beyond three (3) days). Such certificate shall attest to the nature of the illness and length of absence and the cost will be the responsibility of the employee.
- c) The above sick days will not accumulate from year to year.
- d) Employees hired or promoted to full-time will be eligible to accrue for sick time benefits after two (2) months of full-time service.

The employee must notify the Manager (or appointee) of his absence as far in advance as possible but at least one (1) hour prior to his regular start time. Unforeseen circumstances will be taken into consideration if time limits are not met. The employee must provide the following information.

- why unable to report to work (nature of illness/injury, bereavement, etc);
- estimated duration of absence (one, two, three or more days);
- how the supervisor can call him relative to his absence.

- e) An employee returning to work from an absence as described in Article 19.01 b) must inform the Manager or his designate of his return, length of such notice required will be as determined by the Company in consideration of the length of the absence and the affect on operations.
- f) Any employee abusing this privilege by attempting to collect absence from work pay under false pretences will be subject to immediate dismissal.
- g) Employees will adhere to the company Attendance Management Policy as implemented by the Company and amended from time to time.
- h) Any employee who is absent from work for a period of twelve (12) consecutive months for any reason other than while on an approved LTD or WCB program which is supported by legitimate and appropriate medical documentation validating the length of the absence, will be terminated without notice or severance. Employees who are absent from work for a twenty-four (24) consecutive month period for any reason will be terminated without notice or severance.

## **ARTICLE No. 20 - BEREAVEMENT LEAVE**

**20.01** All full-time employees who have completed three (3) months of employment shall be entitled to the following bereavement leave:

- a) In the event of a death of an immediate family member, employees shall be entitled to a maximum of five (5) working days off with pay. The term "immediate family" shall mean: Spouse, child, step-child, grandchild, parent, step-parent, spouse's parent, legal dependent, son-in-law, daughter-in-law, brother, sister, brother-in-law or sister-in-law.
- b) In the event of a death of a close family member, employees shall be entitled to a maximum of three (3) working days off with pay. The term "close family" shall mean: grandparent, step-grandparent or spouse's grandparent
- c) In the event of a death of another family member, they shall be entitled to a maximum of one (1) working day off with pay. The term "other family" shall mean: aunt, aunt-in-law, uncle or uncle-in-law.

**20.02** All part-time employees who have completed three (3) months of employment shall be entitled to the following bereavement leave if they are scheduled to work:

- a) In the event of a death of an immediate family member, employees shall be entitled to a maximum of three (3) working days off with pay. The term "immediate family" shall mean: Spouse, child, step-child, grandchild, parent, step-parent, spouse's parent, legal dependent, son-in-law, daughter-in-law, brother, sister, brother-in-law or sister-in-law, grandparent, step-grandparent or spouse's grandparent.
- b) In the event of a death of another family member, employees shall be entitled to a maximum of one (1) working day off with pay. The term "other family" shall mean: aunt, aunt-in-law, uncle or uncle-in-law.

**20.04** Employees shall not be required to attend the funeral in order to receive bereavement leave however, such leave must be taken in conjunction with the death, funeral or related memorial service unless otherwise mutually agreed.

**20.05** The Company shall provide one (1) day off without pay, to an employee who is requested to serve as a pallbearer.

**20.06** Additional days off with or without pay for other reasons may be granted by mutual agreement between the Company and the employee concerned.

**20.07** Should the death of an immediate family member occur in a country other than Canada, and should the affected employee travel to attend the funeral or memorial service, the Company shall allow the employee to use banked overtime, vacation or a personal leave of absence to extend the bereavement leave.

## **ARTICLE No. 21 - GROUP INSURANCE**

**21.01** The Company agrees to make available its Health and Welfare program to eligible employees in accordance with the Group Insurance program as controlled and administered by the insurer.

## **ARTICLE No. 22 - PENSION PLAN**

**22.01** The Company agrees to make available its pension plan to eligible employees in accordance with the Company's Pension program as implemented by the Company as amended by the Company from time to time.

## **ARTICLE No. 23 - JURY DUTY**

**23.01** When a full-time employee is called upon for jury selection or to serve on jury duty, or as a witness for the Company, the Company shall reimburse the employee for lost wages which shall be determined as the difference between payment from the Crown and his regular daily earnings. Should an employee be excused early from jury duty or court as a witness and should there be four (4) or more hours left on the shift then he shall be required to report to work. In order for such payments to be made the Company shall require a copy of the relevant subpoena and/or receipt of payment.

## **ARTICLE No. 24 - PAY DAY**

**24.01** The Company agrees to pay employees in accordance with the Company's desired payroll cycle. Each employee shall have access to an online account that gives them an itemized statement of wages covering the relevant pay period. Upon four (4) weeks' notice to the Union and the employee, the Employer may change its desired payroll cycle at its discretion.

**24.02** The minimum hourly rates of pay for all employees covered by this Agreement shall be as contained in Appendix "A" of this Agreement and shall form part of this Agreement. Where an individual employee's hourly rate of pay is higher, such hourly rate of pay shall not be reduced by reason of this Agreement. The hourly rates of pay provided for in Appendix "A" apply to job classifications and not to individuals. The Company shall have the right to hire new employees with previous experience at a rate that exceeds the start rate as determined by the Company.

## **ARTICLE No. 25 - SAFETY AND HEALTH**

**25.01 a)** Safety in the work place is a primary concern of the Company, the Union and the employees. In recognition of the parties' joint interest in maintaining a safe work environment, it is agreed that the actions and conduct of the Company, the Union and the employees shall be in accordance the Occupational Health and Safety Act.



- b) Employees and management will form a joint Occupational Health and Safety Committee comprised of four (4) representatives from each party. This committee shall meet monthly and post minutes of their meetings and the workplace inspections. Meeting, inspections and appropriate training are considered as paid time.
- c) It is the responsibility of the employee to observe and to wear and use safety equipment according to instructions and to immediately advise the Retail Support Centre Management of any unsafe conditions.

**25.02** The Company shall provide each employee in the bargaining unit with a locker so as to enable employees to securely store their own personal property while at work. It is understood between the parties that such lockers may only be searched in the presence of the employee, a Shop Steward or a police officer.

### **ARTICLE No. 26 - SENIORITY**

**26.01** Seniority for all employees shall be defined as the length of continuous service within the department after the probationary period has been completed. Employees that have not completed their probationary period are not subject to seniority provisions. Seniority for full-time employees shall apply amongst full-time employees in the department and it is agreed that all full-time employees shall have seniority over all part-time employees in the Department. Part-time employees shall have seniority only over other part-time employees in the Department. The above-mentioned departments are Warehouse and Transportation.

A random draw will be held to establish seniority dates for employees hired on the same date.

**26.02** An employee shall cease to have seniority rights and their employment status with the Company shall be terminated for all purposes if the employee:

- a) Is duly discharged by the Company and is not reinstated through the grievance and arbitration procedure contained in the Agreement;
- b) Voluntarily quits or resigns;
- c) Is absent from work without an approved leave of absence for more than three (3) consecutive working days unless a satisfactory reason is given by the employee.
- d) Has been laid off continuously for a period of fifty-two (52) weeks or is called back to work after a layoff and does not return to work as contemplated in 13.02 unless a satisfactory reason is given by the employee;
- e) Is absent from work for a period of twelve (12) consecutive months pursuant to Article 18.01 (i)

f) Is absent from work for any reason exceeding twenty-four (24) months.

**26.03 Part Time Scheduling:** Preference in the available weekly hours of work shall be given to senior part-time employees within their department, insofar as this is consistent with their availability and ability to perform the work in a competent manner.

**26.04** Seniority shall commence only after the employee has completed five hundred twenty (520) hours worked in active regular duty. Employees shall be considered as probationary employees until they have completed the said five hundred twenty (520) hours. The continuous employment or termination of employment of an employee during the probation period will be at the sole discretion of the Company.

**26.05** The Company shall provide the Union in January each calendar year with an up-to-date seniority list of all full-time and all part-time employees covered under the terms of the Collective Agreement. Copies of the seniority list shall also be given to the Shop Stewards and a copy shall be posted on the bulletin board located on the Company's premises.

**26.06** Employees from within the bargaining unit who accept a position with the Company which places them outside of the bargaining unit shall continue to accumulate seniority for a period of six (6) calendar months. Said employees shall be entitled to return to the bargaining unit and their former job at any time during the six (6) month period if they so choose. Employees who choose to remain outside of the bargaining unit beyond the six (6) month time limit shall have their seniority broken for all purposes under this agreement.

## **ARTICLE No. 27 - JOB POSTING**

**27.01** Promotion within the bargaining unit shall be based on seniority in the department provided the senior employee has the ability and qualifications to perform the normal requirements of the job. Promoted employees will be given a maximum twenty (20) working day trial period in which to qualify. If the applicant is not successful, or if he cannot cope with the job, he shall then be returned to his previous job and rate of pay and the next senior qualified employee will be offered a trial. If the second employee is unsuccessful the Company may make its own selection for the job opening among the employees who applied for the work assignment.

**27.02** When long term bargaining unit work assignments become available as determined by the Company, the Company shall post a brief description of such available work assignment for seven (7) working days. All postings shall indicate start time, department, classification and job duties. Vacancies will be posted as soon as possible in order to ensure that whenever possible, the successful applicant starts in their new position as soon as possible. Employees absent from work on vacation shall be granted the opportunity to bid on job postings, provided they do so within two (2) weeks of the date of the job posting.

**27.03** All posted positions shall be awarded within five (5) working days of the posting process being completed. The successful applicant for the position will start their new position within a reasonable period of time. The name of the successful applicant will be posted on the communication board.

**27.04** Notwithstanding this section, in order to provide flexibility and react to changing manpower requirements, any employee regardless of whether they may have been successful in a job posting, may be required to perform any task or job that is assigned to him for which he is properly trained. The employee so assigned will then perform that task or job.

#### **ARTICLE No. 28 - TEMPORARY ASSIGNMENTS**

**28.01** Temporary assignments shall consist of employees temporarily relieving other employees for a period of one (1) full day or more due to sickness, vacation, accident, suspension, other leaves of absence, or in the event of additional manpower requirements. This form of replacement shall be done, if required, on the basis of qualified employees being offered the assignment in order of seniority.

**28.02** Any employee who is required to fill a classification paying a higher rate of pay for a period of more than one (1) day shall receive the rate of pay for such classification for all time so employed. Any employee who is temporarily assigned to work in a lower paying classification shall nevertheless continue to receive their higher rate of pay for all time so employed.

**28.03** The Company reserves the right to fill any vacancy by using overtime.

**28.04** Employees working in temporary assignments as described herein, shall be required to meet the established standards for such positions.

#### **ARTICLE No. 29 - GRIEVANCE PROCEDURE**

**29.01** Any complaint, disagreement or difference of opinion between the Company and the Union, or the employees covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

**29.02** Where the Union requires information regarding a grievance dealing with hours of work and/or seniority, the Company shall promptly supply such information in writing to the Union.

**29.03** Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within thirty (30) calendar days following the event giving rise to such grievance or within fourteen (14) days of the last day worked in the case of a dismissal shall be forfeited and waived by the aggrieved party. Upon mutual agreement the above mentioned time limits may be extended.

**29.04** All grievances must be submitted in writing.

**29.05** The procedure for adjustment of grievances shall be as follows:

- a) Step 1: The grievor and a Steward and/or the Union Representative shall discuss the grievance with the employee's immediate supervisor or designate within the time frame found in 28.03 above. The Supervisor shall give his decision to the grievor within five (5) calendar days after the meeting takes place. In the event of a policy grievance, the matter shall proceed directly to Step 2 of the grievance procedure.
- b) Step 2: If the response of the supervisor in Step 1 does not settle the grievance, then the Union may submit the grievance, in writing, within ten (10) calendar days of the response, stating the grievance, the alleged violation and the redress sought, to the Company official designated to deal with such matters or their designate. The designated management employee shall hear the grievance at a meeting with the grievor, the Union Representative and a Shop Steward and shall reply within ten (10) calendar days after receipt of the grievance.
- c) Step 3: If a satisfactory settlement cannot be reached, then upon request of either party within fourteen (14) calendar days of receiving the final written decision from either party but not thereafter, the matter may then be referred to an Arbitrator selected in accordance with Article 29.

**29.06** The Company and the Union agree that at any time prior to the hearing date for an arbitration they may voluntarily agree to use a mutually acceptable mediator in their attempts to resolve the grievance. It is expressly understood and agreed between the parties that any such mediator has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept their suggested settlement to the matter in dispute. All expenses and fees that may be incurred by such mediator shall be borne equally by the Company and the Union. Unless otherwise mutually agreed to between the Company and the Union, this procedure may only be used in situations where grievance mediation services are not available through provincial legislation.

**29.07** It is understood and agreed by the Union and the Company that the time limits specified in the various steps of the above grievance procedure may only be extended by mutual agreement between the Union and the Company.

## **ARTICLE No. 30 - ARBITRATION**

- 30.01** If the Union and the Company cannot reach a settlement, then at the request of either party, the grievance shall be submitted to an arbitrator. If agreement cannot be reached within seven (7) calendar days in respect to the selection of an arbitrator by the parties involved, the matter shall be referred to the Minister of Labour of the Province of Alberta who shall appoint an arbitrator.
- 30.02** Unless otherwise mutually agreed to between the Union and the Company, an arbitrator must hear and determine all matters in dispute within sixty (60) calendar days of their appointment.
- 30.03** The person selected as arbitrator shall in no way be involved directly in the controversy under consideration or be a person who has a personal or financial interest in either party to the dispute.
- 30.04** The arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as deemed essential to a full understanding and determination of the issues involved. In reaching a decision, the arbitrator shall be governed by the provisions of this Agreement and shall render a decision as soon as reasonably possible.
- 30.05** The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this Agreement, or which involves the determining of a subject matter not covered by or arising during the term of this Agreement.
- 30.06** In the event of termination, discharge or suspension of an employee, the arbitrator shall have the right to sustain the Company's action or to reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way he or she deems equitable.
- 30.07** The findings and decisions of the arbitrator on all arbitrable questions shall be binding and enforceable on all parties involved.
- 30.08** It is the intention of the parties that this article shall provide a peaceful method of adjusting all grievances so that there shall be no suspension or interruption of normal operations as a result of any grievances. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this article.
- 30.09** The expenses and fees of the arbitrator shall be borne equally by the parties to the arbitration proceedings.

### **ARTICLE No. 31 - LABOUR MANAGEMENT COMMITTEE**

**31.01** A Labour/Management Relations Committee shall be appointed, consisting of three (3) Shop Stewards from the Union and three (3) representatives from the Company. The Committee shall meet at the request of either party, but at least quarterly, for the purpose of discussing matters of mutual concern (e.g. productivity standards, slotting, scheduling). The Committee shall have the power to make recommendations to the Company with an objective to provide and facilitate co-operation and participation in bringing forward any means of improving and maintaining harmonious relations between the Union and the Company. Time spent by employees in meetings of this committee shall be considered as time worked. The Committee shall not have jurisdiction to interpret and/or amend any of the terms and conditions contained in the Collective Agreement. The full-time Union Representative may also attend these meetings in addition to other management employees as designated by the Company.

**31.02** Minutes of all meetings that occur shall be kept and be posted on the bulletin board for all employees to see.

### **ARTICLE No. 32 - NEGOTIATING COMMITTEE**

**32.01** The Company agrees to a maximum of four (4) employees to receive time off without pay for the purpose of attending negotiations. The Company agrees to pay these employees as if they were at work and the Union agrees to reimburse the Company for these costs which could include a benefit component.

### **ARTICLE No. 33 - COURT'S DECISION**

**33.01** In the event that any articles or portions of this Agreement are determined to be improper or invalid by a Court of Law or Labour Board, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

### **ARTICLE No. 34 - WORKERS COMPENSATION BENEFITS**

**34.01** When an employee is unable to work as a result of an injury and/or illness incurred in the course of the employee's duties, the employee shall immediately inform the Company so that a claim for Compensation benefits can be forwarded to the Workers Compensation Board. Any information required by the Company from the employee to facilitate light duty work or by Workers Compensation Board from the Company shall be provided by the respective party as soon as possible.

**34.02** Any employee who suffers an injury and/or illness which qualifies for Workers Compensation benefits shall be paid by the Company for the hours they would otherwise have been scheduled to work on the day of the injury and/or illness, but was unable to work because of the injury and/or illness.



## APPENDIX “A” - WAGES

### **Signing Bonus:**

**For Full Time and Top Rated Part Time Warehousemen and Janitors Hired Prior to April 17, 2016:** Within four (4) weeks of the implementation of this agreement, the Company agrees to pay a lump sum signing bonus of five hundred (\$500) dollars less statutory deductions to all Full Time Warehouseman and Janitors Hired Prior to April 17, 2016 on the payroll of the Company as of April 17, 2016.

The words “on the payroll of the Company” 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.

### **Wage Increases:**

#### **For Top Rated Full Time Warehousemen and Janitors Hired Prior to April 17, 2016**

**April 17<sup>th</sup>, 2016** – sixty-seven (\$0.67) cents per hour increase.

**April 16<sup>th</sup>, 2017** – forty (\$0.40) cents per hour increase.

**April 15<sup>th</sup>, 2018** – forty (\$0.40) cents per hour increase.

**April 14<sup>th</sup>, 2019** – forty (\$0.40) cents per hour increase.

#### **For Top Rated Part Time Warehousemen and Janitors Hired Prior to April 17, 2016**

**April 17<sup>th</sup>, 2016** – forty (\$0.40) cents per hour increase.

**April 16<sup>th</sup>, 2017** – forty (\$0.40) cents per hour increase.

**April 15<sup>th</sup>, 2018** – forty (\$0.40) cents per hour increase.

**April 14<sup>th</sup>, 2019** – forty (\$0.40) cents per hour increase.

**For Part Time Warehousemen and Janitors Hired Prior to April 17, 2016 not at Top Rate as of April 17, 2016:** Effective April 17, 2016, these employees will be moved to the Part Time Employees and Full Time Janitors Hired On or After April 17, 2016 scale. These employees shall have their rate of pay increased to the next higher wage rate on that scale and they shall be credited with the corresponding number of career hours to that new rate of pay. In the event that this move does not result in at least a forty (\$0.40) cent increase, the employee will receive the difference as an off scale increase.

Any employee who is placed at an off scale rate as a result of the above will remain at that off scale rate until his/her service and experience qualify him/her for the next higher rate on the Part Time Employees and Full Time Janitors Hired On or After April 17, 2016 scale.



**Effective Dates of Increases:** Wage increases will be effective on the first full pay period following the effective date of the increase. Step progression wage increases will also be effective on the first full pay period after the employee reaches the required number of hours for the step increase.

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

Where it is necessary for the Company 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.

## Wage Scales

### Full Time Warehousemen and Janitors Hired Prior to April 17, 2016

Hours	Current	17-Apr-16	16-Apr-17	15-Apr-18	14-Apr-19
0	\$15.70	\$15.70	\$15.70	\$15.70	\$15.70
521	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
1041	\$16.55	\$16.55	\$16.55	\$16.55	\$16.55
2081	\$17.20	\$17.20	\$17.20	\$17.20	\$17.20
3121	\$20.80	\$20.80	\$20.80	\$20.80	\$20.80
4161	\$22.23	\$22.23	\$22.23	\$22.23	\$22.23
6241	\$24.83	\$25.50	\$25.90	\$26.30	\$26.70

### Top Rated Part Time Warehouseman and Janitors Hired Prior to April 17, 2016

Hours	Current	17-Apr-16	16-Apr-17	15-Apr-18	14-Apr-19
3121	\$20.40	\$20.80	\$21.20	\$21.60	\$22.00

**Full Time Warehousemen Hired On or After April 17, 2016**

<b>Hours</b>	<b>17-Apr-16</b>	<b>16-Apr-17</b>	<b>15-Apr-18</b>	<b>14-Apr-19</b>
0	\$14.00	\$14.00	\$14.00	\$14.00
521	\$14.50	\$14.50	\$14.50	\$14.50
1040	\$15.00	\$15.00	\$15.00	\$15.00
2081	\$15.50	\$15.50	\$15.50	\$15.50
3121	\$16.00	\$16.00	\$16.00	\$16.00
4161	\$16.50	\$16.50	\$16.50	\$16.50
5201	\$17.40	\$17.40	\$17.40	\$17.40
6241	\$18.30	\$18.30	\$18.30	\$18.30
7281	\$19.20	\$19.20	\$19.20	\$19.20
8321	\$20.10	\$20.10	\$20.10	\$20.10
9361	\$21.05	\$21.05	\$21.05	\$21.05
10401	\$22.05	\$22.05	\$22.05	\$22.05
11441	\$23.05	\$23.05	\$23.05	\$23.05
12481	\$24.05	\$24.05	\$24.05	\$24.05
13521	\$25.05	\$25.05	\$25.05	\$25.05
14561	\$25.50	\$25.50	\$25.50	\$25.50
15601		\$25.90	\$25.90	\$25.90
16641			\$26.30	\$26.30

**Part Time Employees and Full Time Janitors Hired On or After April 17, 2016**

<b>Hours</b>	<b>April 17, 2016 - April 14, 2019</b>
0	\$14.00
521	\$14.50
1040	\$15.00
2081	\$15.50
3121	\$16.00
4161	\$16.50
5201	\$17.40
6241	\$18.30
7281	\$19.20
8321	\$20.10

**Full Time Truck Driver**

<b>17-Apr-16</b>	<b>16-Apr-17</b>	<b>15-Apr-18</b>	<b>14-Apr-19</b>
\$26.15	\$26.55	\$26.95	\$27.35

**Part Time Truck Driver**

<b>Hours</b>	<b>April 17, 2016</b>	<b>April 16, 2017</b>	<b>April 15, 2018</b>	<b>April 14, 2019</b>
0	\$14.00	\$14.00	\$14.00	\$14.00
1041	\$15.11	\$15.11	\$15.11	\$15.11
2081	\$16.21	\$16.21	\$16.21	\$16.21
3121	\$17.32	\$17.32	\$17.32	\$17.32
4161	\$18.42	\$18.42	\$18.42	\$18.42
5201	\$19.53	\$19.53	\$19.53	\$19.53
6241	\$24.15	\$24.55	\$24.95	\$25.35

**LETTER OF UNDERSTANDING #1**

**SOBEYS WEST INC. - RETAIL SUPPORT CENTRE ROCKY VIEW**

a body corporate carrying on business in the Province of Alberta,  
hereinafter referred to as the "Company"

**AND**

**MISCELLANEOUS EMPLOYEES,  
TEAMSTERS LOCAL UNION No. 987 OF ALBERTA**

hereinafter referred to as the "Union".

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**Re-Opening**

The Union and Employer agree as follows:

- 1) Within six (6) months immediately preceding April 18, 2020, or any subsequent anniversary date thereafter, either party may give notice to the other party to negotiate changes in the current collective agreement (excluding Article 5 and 6). This process shall occur a maximum of two (2) times in the term of the agreement.
- 2) If the parties are unable to agree on what if any changes are to occur, the parties shall resolve their dispute through final offer selection interest arbitration for a binding settlement.
- 3) The parties will agree to the appointment of the interest arbitrator.
- 4) Each party shall formulate their own final offer, which shall include the items previously agreed to in their negotiations.
- 5) The final offer selection arbitrator shall hear submissions from each of the Parties and then select one of the final offers. The final offer selection arbitrator shall take into consideration the economic and competitive climate of the Employer's business, and the interests of the parties.
- 6) The final offer selection arbitrator shall not have the power to change the expiration date of this collective agreement which is April 19, 2025.
- 7) This letter will expire on April 19, 2025 and will not be renewed.

**LETTER OF UNDERSTANDING #2**

**SOBEYS WEST INC. - RETAIL SUPPORT CENTRE ROCKY VIEW**

a body corporate carrying on business in the Province of Alberta,  
hereinafter referred to as the "Company"

**AND**

**MISCELLANEOUS EMPLOYEES,  
TEAMSTERS LOCAL UNION No. 987 OF ALBERTA**

hereinafter referred to as the "Union".

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**Hamper Line**

As a strong partner in the community, Sobeys Retail Support Centre - Rocky View offers training and employment opportunities to people with disabilities. As such, any persons with disabilities or their vocational trainers will be excluded from this agreement.

In the event that any of the employees covered by the scope of this agreement are assigned to work in this area, they will be paid on the "Part Time Employee and Full Time Janitor" Scale.

**LETTER OF UNDERSTANDING #3**

**SOBEYS WEST INC. - RETAIL SUPPORT CENTRE ROCKY VIEW**

a body corporate carrying on business in the Province of Alberta,  
hereinafter referred to as the "Company"

**AND**

**MISCELLANEOUS EMPLOYEES,  
TEAMSTERS LOCAL UNION No. 987 OF ALBERTA**

hereinafter referred to as the "Union".

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**Full Time Job Postings**

Within six (6) six weeks of the effective date of this agreement, the Company will post no less than ten (10) full time positions for the members of the bargaining unit to apply for in accordance with Article 26 of the Collective Agreement.

**LETTER OF UNDERSTANDING #4**

**SOBEYS WEST INC. - RETAIL SUPPORT CENTRE ROCKY VIEW**

a body corporate carrying on business in the Province of Alberta,  
hereinafter referred to as the "Company"

**AND**

**MISCELLANEOUS EMPLOYEES,  
TEAMSTERS LOCAL UNION No. 987 OF ALBERTA**

hereinafter referred to as the "Union".

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**Crew Lead Hands**

It is understood that the Company may appoint Crew Lead Hands at its sole discretion. When a Lead Hand is appointed, he/she shall be paid a premium of one dollar and fifty cents (\$1.50) per hour, for all hours so appointed.



**LETTER OF UNDERSTANDING #5**

**SOBEYS WEST INC. - RETAIL SUPPORT CENTRE ROCKY VIEW**

a body corporate carrying on business in the Province of Alberta,  
hereinafter referred to as the "Company"

**AND**

**MISCELLANEOUS EMPLOYEES,  
TEAMSTERS LOCAL UNION No. 987 OF ALBERTA**

hereinafter referred to as the "Union".

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**Relief Supervisors**

Bargaining Unit employees may be asked to provide relief for Supervisors who are on vacation, medical leaves or other absences. Employees providing relief for Supervisors shall do so without loss of seniority and shall be paid a premium of two dollars and fifty cents (\$2.50) per hour, for all hours so appointed.

**LETTER OF UNDERSTANDING #6**

**SOBEYS WEST INC. - RETAIL SUPPORT CENTRE ROCKY VIEW**

a body corporate carrying on business in the Province of Alberta,  
hereinafter referred to as the "Company"

**AND**

**MISCELLANEOUS EMPLOYEES,  
TEAMSTERS LOCAL UNION No. 987 OF ALBERTA**

hereinafter referred to as the "Union".

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**Contracting Out**

The purpose of this letter is for the Company to inform the Union of its interpretation and intent of Article 6 of this Agreement.

Pursuant to Article 6 of the Collective Agreement, the Company will be contracting out the following work/ functions: truck driving (subject to Appendix 'B'), lumping/swamping/receiving (services handling the unloading and handling of inbound freight in preparation to be received into warehouse inventory and induction into automation), and the operation, maintenance and cleaning of the automation. The Company may contract out other similar types of work in the facility in the future. It is also understood that upon the introduction of automation into this facility, notwithstanding anything to the contrary in Article 5, the Company will layoff or reduce the hours of work of bargaining unit employees.

Furthermore, without limiting the generality of Article 6, it is understood that goods received may be transported to any area in the facility by contractors as required. In addition, cardboard and plastic produced on the automated side will be transported to the baler/compactor by contractors and may be processed by them. This work is not considered bargaining unit work and it may be assigned by the Company to contractors at the Company's sole discretion.

**LETTERS OF UNDERSTANDING SIGNATURE PAGE**

- #1 RE-OPENING**
- #2 HAMPER LINE**
- #3 FULL TIME JOB POSTINGS**
- #4 CREW LEAD HANDS**
- #5 RELIEF SUPERVISORS**
- #6 CONTRACTING OUT**

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.**

**SIGNED THIS                      DAY OF                      , 2016.**

**FOR THE UNION:**

**FOR THE COMPANY:**

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## APPENDIX "B" - TRANSPORTATION

### **Preamble:**

The terms set out in the Collective Agreement and this Appendix will be in force for the Transportation Department. It is understood that the Company may use, at its discretion, any of the following: City driver employees, "Over-the-Road" driver employees, Spare driver employees, independent owner/operators, contractors and third party drivers without violation of this agreement. It is further understood that the Company is under no obligation to use its "Over-the-Road" drivers on runs in excess of one hundred and fifty (150 miles) from the Retail Support Centre - Rocky View.

- 1.01** All vacancies for City, "Over-the-Road" Drivers and Spare Drivers will be posted for applicants. Successful applicants must have a valid Class 1 license and pass a medical examination. Employees who bid on "Over-the-Road" job postings must have demonstrated their competence through a desirable safe driving record.
- 1.02** It is understood that such applicants must give the Company authority to obtain the employee's driver abstract and such abstract shall contain no more than six (6) points in order for the applicant to be selected as a Driver. The Parties agree that Government transport regulations may require drivers of certain Company vehicles to have fewer than six (6) points on their driver's abstract in order to be considered for a particular job. Any Long Combination Vehicle (LCV) driver that accumulates more than six (6) demerits or exceeds the LCV requirements shall be required to attend the Professional Driver's Improvement Course. In such case, these employees will not be paid to take this course. Upon successful completion of the course, the driver will be considered for any bid runs.
- 1.03** Any applicant for the job of Spare Driver who fails to qualify as a Driver within sixty (60) working days shall revert back to his/her previous classification. All successful applicants must have a valid Class 1 License and pass a medical examination.
- 1.04** The Company agrees to pay a trainer of City and "Over-the-Road" Drivers one hour's pay at this regular rate for each shift or trip that he/she is so employed training drivers.
- 1.05** Temporary positions in the Transportation Department will be first assigned to the spare board. If they cannot be filled by the spare board drivers, they will be posted within the department.
- 1.06** The Company shall supply a schedule listing all the bid runs for Over-the-Road drivers. This schedule shall state departure order, destination and days required to work.
- 1.07** In the event the Company discontinues a Bid Run, or curtails the number of power units on a Bid Run for an indefinite period of time, the driver reduction of such run shall be by seniority order with the junior driver being the first affected and shall revert to the Spare Board in order of seniority.

**“Over-the-Road” Drivers**

**2.01** It is understood that all Articles of this Collective Agreement shall apply to “Over-the-Road” Drivers, except:

- Article 12 – Hours of Work**
- Article 13 – Overtime**
- Article 15 – Paid Holidays**
- Article 17 – Shift Premium**

**2.02** It is agreed that “Over-the-Road” Drivers who are on wage progressions shall have their driving and work time included in their total hours for the purposes of the wage progressions. “Over-the-Road” Drivers rate of pay shall be used to determine the mileage rate paid as follows:

**Truck Driver Rate:**

<b>Hourly Rate</b>	<b>April 17, 2016</b>	<b>April 16, 2017</b>	<b>April 15, 2018</b>	<b>April 14, 2019</b>
> 15.11	.351	.351	.351	.351
15.11	.371	.371	.371	.371
16.21	.391	.391	.391	.391
17.32	.411	.411	.411	.411
Top Rate	.550	.556	.563	.570

When operating units with more than five (5) axles, the mileage rate will be increased by one-cent (\$0.01) per axle for each axle over and above the fifth axle.

- 2.03** Time worked repairing, loading or unloading equipment, switching trailers or waiting time (when the Driver performs the work) shall be compensated for at the appropriate Truck Driver's hourly rate of pay as per Appendix A.
- 2.04** The overtime rate shall be paid after ten (10) hours of such work including driving time in any one day. “Over-the-Road” Drivers shall be paid their normal rates of pay for all work performed on an extra trip (6<sup>th</sup> and 7<sup>th</sup> trip). Company drivers will be given the first opportunity to take an extra trip prior to the work being assigned to other carriers. The basic work week shall be fifty (50) hours exclusive of overtime.
- 2.05** A day missed, due to illness, unapproved absence, or suspension, shall not be classed as a day worked or as a trip. Further, it shall not be used for the purpose of calculating overtime.
- 2.06** Spare board drivers will be given the first opportunity to pull extra trips provided the extra trip does not result in the payment of overtime for the complete trip. If Company equipment is to be used, spare board drivers will be asked first.

**2.07** Where driving time is delayed, because of mechanical breakdown or weather conditions, time and one-half (1½) will apply after ten (10) hours.

**2.08** **Waiting Time:** For all time spent enroute where it is necessary for the Driver to wait for equipment to be repaired or for roads to be cleared, he/she shall be paid at the appropriate Truck Driver’s hourly rate of pay as per Appendix A with a maximum of eight (8) hours pay for waiting time in each twenty-four (24) period.

**2.09** The Company will pay for meals to “Over-the-Road” Drivers on round-trips as follows:

	No. of Meals
Calgary to Edmonton	2 meals
Calgary to Lethbridge/Taber	2 meals
Calgary to Medicine Hat/Taber	2 meals
Calgary to Brooks/Taber	2 meals
Calgary to Brooks	1 meal
Calgary to Banff	1 meal

**2.10** The Company will pay mileage to the “Over-the-Road” Drivers on round-trips as follows:

<b>Destination</b>	<b>Number of Miles</b>
Red Deer	175
Edmonton	375
Fort McLeod to Lethbridge	70
Fort McLeod to Taber	140
Brooks	230
Medicine Hat	380
Brooks Taber	360
Lethbridge	300
Lethbridge/ Taber	365
Medicine Hat, Lethbridge, Calgary	445
Fort McLeod	225
Lethbridge/Brooks	375
Taber	365

**2.11** **Paid Holidays:** “Over-the-Road” Drivers who are entitled to Paid Holidays, with pay under the Collective Agreement, shall receive their average mileage rate of pay for the holiday either worked or not worked. If required to work, the driver shall be compensated for all such work in accordance with the above articles.

A Paid Holiday, not worked, shall not count as a trip for the purpose of this Article.

- 2.12 Vacation with Pay:** Vacation pay for Drivers entitled to two (2) weeks vacation shall be paid on the basis of four percent (4%) of the employee's gross earnings and those entitled to three (3), three (3) (after five years service), four (4), five (5), or six (6) weeks vacation shall be compensated on the basis of five point seventy-seven per cent (5.77%), six percent (6%) (after five years service), seven point six nine per cent (7.69%), nine point six two per cent (9.62%), and eleven point five four per cent (11.54%) respectively, of their gross earnings.
  
- 2.13** It is the driver's responsibility to unload their deliveries. The foregoing shall not apply to drop trailers. The Company will notify the retail operations that they are responsible for providing room and equipment to unload the trucks.
  
- 2.14** The Company will make available gloves for employees as required and as designated by the Company. The Company will supply the first pair and if the employee requires additional gloves, he/she shall return the worn pair when requesting new ones.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.**

**SIGNED THIS DAY OF , 2016.**

**FOR THE UNION:**

**FOR THE COMPANY:**

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