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Collective Agreement

Between:

**Sobeys Western Division
Edmonton, Alberta
(Hereinafter referred to as the “Company”)**

And:

**Teamsters Local Union 987 Of Alberta
Miscellaneous Employees
(Hereinafter referred to as the “Union”)**

**Expires
15th Day of September, 2013**

13043 (03)

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Article No. 1 – Bargaining Agency

- 1.0** The Union is certified as the sole Bargaining Agent for a unit of employees of the Employer. Employees shall be defined as all office personnel in the City of Edmonton except for those in a Supervisory capacity with the right to hire and fire, those in a confidential capacity with knowledge of labour relations, all Information Services Technical staff and those employees determined to be in a role of a strategic nature.
- 1.1** Notwithstanding the fact that some clerical employees are located in the Warehouse proper and may be involved in a minor way in Warehouse activities, the Employer recognizes that they should fall under the jurisdiction of this Collective Agreement.

Article No. 2 – Security

- 2.0** Upon request from the employee, the Employer agrees to deduct and pay to the Secretary-Treasurer of the Union on or before the fifteenth (15th) day of each month, out of wages due to each Bargaining Unit employee, the Union dues and initiation fees of such employee.
- 2.1** In the case of new employees, the written request shall be required as a condition of continued employment, after the first (1st) thirty (30) days of employment. The Company will obtain Application for Membership from new employees at the time of hire.

Article No. 3 – Basic Work Week and Overtime

- 3.0** The basic workweek for full-time employees shall be thirty seven and one half (37 ½) hours per week. All full-time employees shall receive two (2) consecutive days off one (1) of which will be Saturday or Sunday. Where there is mutual agreement of the employee, the Union, and the Company, full-time employees may be scheduled to have two (2) consecutive days off at another time during the workweek. Where such an arrangement has been in effect and the position should become vacant, then the position will be re-posted with one (1) of the consecutive days off being either Saturday and/or Sunday. Unrestricted part-time employees will be scheduled weekly on the basis of seniority except for coverage of part-time days off.
- 3.1** The first four (4) hours of overtime shall be paid on the basis of time and one half (1 ½) for hours worked in excess of seven and one half (7 ½) hours in one (1) day or in excess of thirty seven and one half (37 ½) hours in one week. All time worked in excess of that shall be paid at double (x2) time.

- 3.2** Overtime shall be offered first to those employees who regularly perform the work. Should they decline the overtime, it shall be offered to those employees who are qualified and who have volunteered for overtime work. If there are no qualified volunteers then overtime shall be offered in order of descending seniority beginning with the most senior employee(s) in the same position who is on the job at the time overtime is required. If there are no employees available for overtime it will be offered to part-time employees. Overtime will be allocated in order of reverse seniority when there is no senior employee(s) or part-time employees volunteering for overtime. The allocation of overtime will consider employees who from time to time are unable to work the overtime because of significant personal commitments.
- 3.3** All work performed on a General Holiday shall be paid at time and one half (1 ½) plus a sum that is at least equal to the average daily wage of the employee.
- 3.4** Overtime shall only occur with the prior authorization of Management.
- 3.5** An afternoon and night shift premium of eighty (\$0.80) cents per hour shall be paid for hours worked on shifts commencing after **12:00** noon and before **6** a.m.
- 3.6** Employees performing the significant duties of another position as well as their own will receive the relief pay of two (**\$2.00**) dollars per hour. If an employee is moved to another position for the purpose of relief and that position is a higher grade, the employee shall receive a premium of two (**\$2.00**) dollars per hour or the actual higher grade, whichever is greater, for all hours so worked.
- 3.7** Employees called in on their day of rest or asked to return to work on their regularly scheduled workday shall be paid at the appropriate overtime rate and shall be entitled to a minimum of four (**4**) hours work or pay in lieu. Employees sent home prior to the end of the four (**4**) hours shall be paid a minimum of four (**4**) hours. Employees called in prior to their regular scheduled workday shall be paid the overtime rate for the time worked before the start of their regular shift, provided the employee worked to the end of their regular scheduled shift. The employee will have the option of working to the end of their regular scheduled shift or leaving after seven and one-half (**7.5**) hours.
- 3.8** Employees required to be on standby shall be compensated on the basis of three (**3**) hours pay straight time per scheduled workweek or offered three (**3**) hours straight time in lieu.
- 3.9** A full-time employee shall be defined as an individual regularly working thirty-seven and one half (**37 ½**) hours per week. A part-time employee shall be defined as an individual regularly working more than twenty four (**24**) hours per week but less than thirty seven and one half (**37 ½**) hours per week. Part-time employees who maintain an average of thirty-five (**35**) hours per week for twenty-six (**26**) weeks shall be moved to Full-time status. A casual employee shall be defined as an individual regularly working less than twenty-four (**24**) hours per week.

3.10 Should a substantial shift change be required, the Company shall provide the employee with a minimum of ten (10) working days notice, unless a shorter notice period is agreed to by the employee. It is understood “substantial” is defined as a change in the start and finish time of a shift by one (1) hour or more or a change in scheduled workdays for the week. Senior employees shall have shift preference for all substantial shift changes within working units of a Department. Should a temporary shift change of not more than ten (10) working days be required, the Company is not required to provide notice. No permanent shift change notice will be given during the temporary ten (10) day period.

Article No. 4 – Management Rights

4.0 The Union acknowledges that is the exclusive right of the Employer to operate and manage the business of the Employer in all respects. Without limiting the generality of the foregoing, the Employer reserves all rights not specifically restricted or limited by the provision of the Collective Agreement including the right to:

- a) Maintain order, discipline, and efficiencies;
- b) From time to time, make rules and regulations to be observed;
- c) Direct the working force and create new classifications and work units and determine the number employees, if any, needed from time to time, in any work unit or classification and to determine whether or not a position will be continued or declared redundant;
- d) Hire, promote, transfer, lay-off, and recall employees; or demote, discipline, and discharge for just cause;
- e) Designate and change the hours of operation of the operation and the hours of work of each employee.

The parties agree that the foregoing enumeration of Management’s rights shall not be deemed to exclude other functions not specifically set forth. The Employer therefore retains all rights not otherwise specifically covered in this Agreement. The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement, nor shall they be used to discriminate against an employee solely because they are a member of the Union, for serving on a Union Committee or reporting a violation of the Collective Agreement.

Article No. 5 – Seniority, Promotions and Transfers

- 5.0** The seniority for a full-time employee will be the date they were hired full-time or their adjusted full-time date where they accumulated previous part-time or casual hours. The seniority of a part-time employee or casual employee will be the total number of hours worked. All employees with continuous employment who have been or will be promoted to full-time from part-time status shall be credited with their total hours worked for the purposes of establishing an adjusted full-time date. For the purposes of calculating the adjusted full-time date nineteen hundred and fifty (1,950) hours will constitute one (1) year full-time service. This calculation will also be used by part-time and casual employees for purposes of determining seniority in the job bidding process.
- 5.1** All new employees shall serve a probationary period of forty-five (45) working days. Employees found unsatisfactory during the probation period may be dismissed on four (4) hours notice, or pay in lieu thereof.
- 5.2** For the purposes of lay-off Bargaining Unit seniority shall govern. For purposes of promotion the Employer agrees to promote existing employees, merit, skills, and ability being acceptable and where internal candidates are of acceptable merit, skills, and ability, then Bargaining Unit seniority shall govern. For purposes of vacation choice Bargaining Unit seniority within Organizational Department shall govern.
- 5.3** For the purpose of Article 5 and Article 7 Organizational Department shall mean: Finance, Merchandising, Marketing, HR, Real Estate, Retail Operations, RBPO, Construction and Edmonton Distribution or any other addition or deletion to this list as per Article 4 of this Agreement.
- 5.4** All vacant Bargaining Unit positions shall be posted on Careers Website for seven (7) days. A copy of all such postings and notification of the successful candidate shall be provided to the Union. The announcement of the successful candidate shall be posted immediately after the position is awarded and maintained for a minimum of one (1) calendar week. Employees who are awarded a position will be entitled to the rate of pay of the new position not later than two (2) weeks after the position award. Until final selection is made, the vacant position may be filled with temporary staff. All temporary positions that will be of two (2) months duration or longer as a result of paid or unpaid leaves of absence will be posted. An applicant for a temporary position may be turned down if the assignment causes unreasonable disruptions.
- 5.5** Newly promoted employees will serve a thirty (30) working day test period during which time training, if required, will take place. All decisions with regard to the nature and method of training will be the sole right of the Employer. All training is to be given by a qualified person and the training must be adequate to meet the requirements of the job. Employees not passing the thirty (30) working day test period will be returned to their former position. Employees wishing to return to their former position may do so provided the request is made before the thirtieth (30th) working day of the test period. Repeated requests for return to former positions after promotions may restrict an employee's ability to qualify for future promotions.

- 5.6** Notwithstanding the above, new employees or promoted employees, may require a longer test period due to the nature of the position. This test period may be extended by the Employer where circumstances warrant. This longer period shall not exceed three (3) calendar months. Employees who have their test period extended beyond the thirty (30) days shall be advised of the reasons for such extension in writing.
- 5.7** When a new job classification not covered by this Contract is introduced, the Employer will consult with the Union to establish a suitable and appropriate grade.
- 5.8** If an employee's responsibilities in the current job function substantially changes (increases or decreases) the job grade and rate will be reviewed and changed by mutual agreement. The Company shall review with the employee changes to duties prior to any significant changes being made. In the event that the Union is not satisfied with such grading, the Grievance Procedure as provided hereinafter may be invoked. New positions covered by the Bargaining Unit certification shall be communicated to the Union and negotiated into or out of the Bargaining Unit.
- 5.9** Employees are encouraged to communicate their interest in other functional areas in writing. Where operationally possible the Company will attempt to provide employees who have given this notice with experience in other areas through relief for periods of leaves of absence including Maternity Leave, WCB, and Disability Leaves.
- 5.10** **An** employee who no longer has a position can bump the employee with less overall seniority in any Department provided that they are capable of doing the work required, with no more than a thirty (30) working day position orientation. It will be up to Management to decide whether the employee has the skill required to perform the work. **An** employee who does not have the skills required to perform the work after the thirty (30) day orientation will be entitled to severance pay as per Article 5.13. Should the severance apply and a bump has transpired, that employee that was bumped will have the option of returning to their former position.

In the event the Company assigns an employee to a shift change that precludes the employee from being scheduled for their two (2) consecutive days off, the employee will be paid at their overtime rate for all hours worked in lieu of their two (2) consecutive days off.

- 5.11** Any employee laid off will be offered an opportunity to bid on posted positions provided nine (9) months have not elapsed.
- 5.12** Laid-off employees shall be recalled from lay off to the first (1st) position they qualify for, or can qualify for in a reasonable orientation period, prior to the Company hiring from outside.
- 5.13** Any employee who is terminated due to permanent closure of a Department or Division shall receive severance pay in the amount of one (1) weeks pay at the employee's regular hourly rate for each completed year of employment with the Company.

- 5.14** Prior to introducing technological change which would result in reassignment, relocation, transfer, reclassification, lay-off, or demotion of employees, the Company will provide as much notice as possible to the Union. The Company will include the Union in the training process when new technology is being introduced. In the case of technological change, the Company will provide job training necessary to perform their jobs.
- 5.15** A Bargaining Unit employee who temporarily moves to a non-Union position shall accrue seniority for the first three (3) months while in the non-Union position. The employee has the option to return to their original Union position within the first three (3) months of moving to the non-Union position.

Article No. 6 – Group Insurance and Sick Pay

- 6.1** All regular, full-time employees covered by the Collective Agreement, upon completion of their probationary period, will be covered by the Sobeys Group Insurance YouFlex for Benefits. Employees will be able to participate in the Sobeys Group Insurance Plan for Benefits in accordance with the status definitions contained in Article 3.9.
- 6.2** The Employer's sole responsibility shall be to pay the Employer's portion of the premium for the plan.
- 6.3** The Employer shall pay on behalf of the employee the Alberta Health Care Premium.
- 6.4** All full-time employees covered by this Collective Agreement shall participate in the Sobeys Pension Plan.
- 6.5** All regular full-time employees shall receive sick leave at the rate of one-half (½) day per calendar month worked, to a maximum of twelve (12) days.
- 6.6** The Employer may require certification of medical and dental appointments. Time so spent at these appointments shall be paid at a regular time provided the time is made up or paid from sick pay. The employee's preference as to form of payment shall be considered. Abuse of this provision will result in loss of pay for all such time or other discipline.
- 6.7** Employees who require information regarding unused sick time shall do so in writing, and should do so through their Supervisor.
- 6.8** Upon the production of an original receipt, the Company shall reimburse employees for any Doctor's notes specifically requested by the Management. Under normal circumstances such notes will only be requested as evidence of eligibility for short-term disability, long-term disability, and Workers Compensation. In the event an employee produces a Doctor's note for the purpose of demonstrating they were ill or injured after being disciplined on the basis of culpable absenteeism, the Company shall not reimburse for such notes.

Article No. 7 – Vacations

- 7.0** The vacation year shall be May 1st to April 30th. Those who have completed one (1) full year of continuing service will be granted two (2) weeks (ten (10) working days) vacation with pay. **An** employee may be allowed to take one (1) week (five (5) working days) vacation after the completion of six (6) months continuous service; in which case, the entitlement after one (1) year of continuous service is one (1) week (five (5) working days).
- 7.1** Those who have completed three (3) years of continuous service will be granted three (3) weeks (fifteen (15) working days) vacation with pay.
- 7.2** Those who have completed eight (8) years of continuous service will be granted four (4) weeks (twenty (20) working days) vacation with pay.
- 7.3** Those who have completed sixteen (16) years of continuous service will be granted five (5) weeks (twenty-five (25) working days) vacation with pay.\
- 7.4** Those who have completed twenty-three (23) years continuous service will be granted six (6) weeks (thirty (30) working days) vacation with pay.
- 7.5** The Employer will select vacation time for employees who do not choose weeks of vacation. Employees who are unable to take vacation beyond the requirements of the Employment Standards Act due to operational requirements will be allowed to carry over any unused vacation.
- 7.6** When a General Holiday occurs on an employee's vacation, the employee will be entitled to an extra day's vacation to be taken at a time mutually agreeable to the Employer and the employee. If granting an extra day of vacation will hamper operations or interfere with the arrangements of vacation schedules, an extra day of pay may be given in lieu of an extra day of vacation, by mutual agreement.
- 7.7** Vacation will be administered by providing each employee within a department a choice of two (2) weeks' vacation on the basis of seniority. All weeks of the year will be made available for vacation choice. This first choice shall be completed by March 1st of each year. Additional vacation will be chosen in order of seniority within department by April 1st of each year. Requests for vacation outside this process may be considered provided reasonable notice is given and provided the granting of the vacation does not interfere with operations or service levels.
- 7.8** The Company will strive to maximize the number of employees on vacation within each Department however the actual number will depend on position coverage, leaves of absence or any other circumstance that would adversely affect customer service levels or operational efficiencies. Additional employees will be allowed to take vacation where they work in positions that are independent of one another and that the scheduling of such employees to concurrent weeks of vacation will not interfere with the operation.

- 7.9 Vacation choices not made or any unreasonable length of time taken to make a choice will result in a loss of seniority for vacation purposes. Any fraction of entitlement not chosen in any employee's vacation year may be scheduled by the Employer.
- 7.10 Employees leaving on vacation will not be required to work overtime on their last day of work prior to proceeding on vacation.
- 7.11 Vacation and sick leave shall not accrue for periods of unpaid leave of absence.
- 7.12 Except on leaving or termination, no employee may receive cash in lieu of vacation.

Article No. 8 – General Holidays

8.0 The following will be paid holidays for which there shall be no deduction of pay:

New Year's Day	Labour Day	Family Day
Thanksgiving Day	Good Friday	Remembrance Day
Victoria Day	Christmas Day	Canada Day
Boxing Day	Civic Day	

- 8.1 And any other such days that may, during the life of the Contract, become recognized public holidays.
- 8.2 Employees absent without the Employer's consent or without a Doctor's certificate on the day before or the day following a General Holiday will not be paid for that holiday.
- 8.3 When a General Holiday falls on a day of rest (Saturday or Sunday) and another day is give in lieu thereof, the other day shall also be given under this Contract.

Article No. 9 – Leaves of Absence

9.0 Bereavement Leave

- a) In the event of a death of a current immediate family member, an employee will be granted five (5) days paid bereavement leave.
- b) For the purposes of this Article, immediate family member includes a spouse, common law spouse, parent, child, brother, sister, stepchild, stepparent, brother-in-law, sister-in-law, grandparents, legal dependent, or spouse's parents.
- c) Additional consideration shall be given up to a maximum of two (2) days where travel requirements exist or where the employee is responsible for making funeral arrangements for a family member who is not a spouse (including common-law spouse), child or parent.

- d) An employee may supplement bereavement leave with vacation or unpaid leave of absence.

9.1 Other Leaves of Absence

- a) The Employer agrees to grant maternity, parental and adoption benefits in accordance with the provisions of the Employment Standards Code of Alberta.
- b) Subject to operational requirements, the Employer may determine to grant up to **six (6)** months unpaid leave.

9.2 Return to Work from a Leave of Absence

- a) If an employee is ill or injured or has Employer approved leave of absence, they will be returned to their grade and classification when they are physically able to return, provided twelve (12) months have not elapsed.
- b) Employees on paid or unpaid leaves of absence for periods greater than three (3) months shall provide their immediate supervisor and the Human Resources department with two (2) weeks notice of their return to work.
- c) Any employee on vacation or Workers' Compensation or any other leave of absence shall be given the privilege of submitting a written application for any position posted while away on vacation during the first three (3) days of his/her return to work, provided the period of compensation or other leave of absence was not in excess of fourteen (14) days from date of posting the position.
- d) Modified work will be offered to individuals returning from Workers' Compensation, provided operational requirements are met, and they can physically perform the work.

Article No. 10 – Training and Education

- 10.0** The Employer shall provide adequate training for employees in computer programs which are required to perform their job functions. Other courses not directly related to their job function will be considered if they have value in the employee's future career with the Company. Prior written approval must be obtained from the appropriate manager in advance.

Article No. 11 – Health & Safety

- 11.0** The Employer agrees to maintain its premises according to the requirements of the Occupational Health & Safety Act and the Public Health Act of Alberta.
- 11.1** The Employer will ensure that employees are given an opportunity to participate in Occupational Health & Safety Committees.

- 11.2 The Employer will supply suitable clothing at all work areas where dirty conditions exist, such as Records Rooms, Mail Rooms, and the Print Shop. The Employer will supply suitable jackets, gloves, and freezer clothing to those employees required to regularly work in the low temperature or freezer section of the warehouse.
- 11.3 The Employer will reimburse employees required to wear safety shoes seventy-five percent (75%) of the cost of their purchase of new boots to a maximum of one hundred and ten (\$110.00) dollars. Every twelve (12) months thereafter, the Employer will reimburse employees seventy-five (75%) percent of the cost of their purchase of new boots to a maximum of one hundred and ten (\$110.00) dollars. Such reimbursement of boots will be every twelve months.

Article No. 12 – Joint Labour Management Committee

- 12.0 The Employer shall establish a Joint Labour Management Committee with the Union Stewards and/or Business Agents of the Union which shall meet once each quarter or as required, or within forty-eight (48) hours at a call of the Union or the Employer. This Committee shall consist of designated Management and whatever Department Heads they require, the Union Steward or Business Agent, and other employees the parties may request.
- 12.1 Any discussions of matter affecting employees governed by this Contract will be conducted between the Employer and the authorized Representative of the Union.
- 12.2 Disposal of such matter shall be summarized in writing and signed by the Representative of the Employer and the Union.
- 12.3 The Business Agent of the Union may visit the office and work sites of the employees within the Bargaining Unit; however, no Union business will be discussed on Company time. The Union Representative will notify the Employer of any visit to the work site.

Article No. 13 – Discipline and Discharge

- 13.0 The Employer reserves the right subject to the Grievance Procedure to discharge or discipline for just cause. The Employer reserves the right to discharge with notice as set out in Article 14.
- 13.1 A copy of all employees warning letters or notices of discipline shall be provided to the employee and the Union. All disciplinary action must be explained in detail. Matters of discipline will not be disclosed to anyone but the employee and the Union.
- 13.2 Disciplinary measures shall be appropriate to their cause and to the principles of progressive discipline.

- 13.3** A Union steward or other Union Representative will be present during all disciplinary actions including warnings, suspension, or discharge. When an employee is called to an interview by a member of supervision, and the subject of the interview is discipline, the employee will be so informed before the interview and will be advised to have his/her representative present and the interview will not proceed until the Representative is present.

Article No. 14 – Notice of Termination

- 14.0** Any record of discipline which has been placed on an employee's personnel file shall be destroyed after one (1) year has elapsed, provided there is no reoccurrence of the disciplined work behavior during that time.
- 14.1** Any employee discharged with notice shall receive the following notice or pay in lieu of notice:
- a)** One (1) week, if the employee has been employed by the Employer for more than three (3) months, but less than two (2) years;
 - b)** Two (2) weeks, if the employee has been employed by the Employer for two (2) years or more, but less than four (4) years;
 - c)** Four (4) weeks, if the employee has been employed by the Employer for four (4) years or more, but less six (6) years;
 - d)** Five (5) weeks, if the employee has been employed by the Employer for six (6) years or more, but less than eight (8) years;
 - e)** Six (6) weeks, if the employee has been employed by the Employer for eight (8) years or more, but less than ten (10) years;
 - f)** Eight (8) weeks, if the employee has been employed by the Employer for ten (10) years or more.

Article No. 15 – Grievance Procedure

- 15.0** Any contravention or alleged contravention of this Agreement or any difference as to the interpretation, application, or operation of this Agreement shall be considered a grievance.

Any employee, the Union Steward, the Employer or the Union Agent may present a grievance. Any grievance which is not presented in writing by either party within thirty (30) days shall be considered abandoned.

- Step I** Resolution of the grievance will first (1st) be attempted through a meeting between the employee and the immediate Supervisor. If a satisfactory settlement cannot be reached within ten (10) calendar days then;

Step II The employee shall take the matter up with the Department Manager together with a Union Steward or Agent, if requested. If a satisfactory settlement cannot be reached within ten (10) calendar days then;

Step III The grievance shall be submitted in writing to the Company and a meeting will be held between the Company's representatives the grievor, the Employer's Labour Representative, and the Union Steward or Union Agent. If satisfactory settlement cannot be reached the grievance may be referred to Arbitration according to Step IV. Both parties may elect grievance mediation.

Step IV Board of Arbitration:

All grievances as to the interpretation, application, or operation, or any alleged violation of this Agreement that cannot be settled by Representatives of the Employer and the Union via the Grievance Procedure, shall be submitted to the Board of Arbitration. The Board shall be composed of one (1) person acceptable to both the Employer and the Union who shall act as Chairman. It is agreed that the expense of the impartial Chairman shall be equally borne by the Union and the Employer. In the event that the Union and the Employer cannot agree on the Arbitrator, the Arbitrator shall be appointed by the Alberta Labour Relations Board. Both parties may elect a single Arbitrator.

15.1 Notwithstanding the above Procedures, the grievor may request the involvement of the Union Steward, Union Agent, or the Company's Labour Relations Representative at any stage of the grievance.

Article No. 16 – Pay Rates

16.0 The following represents the minimum amounts payable in each classification during the term of this Contract.

16.1 All employees governed by the current graded structure shall remain in that graded structure for purposes of promotions and transfers. No current employee shall be terminated for the sole purpose of replacing them with a "New Hire" individual.

16.2 Lay-offs that occur from current graded positions will retain that grade for at least six (6) months after which time it will graded as the "New Hire" pay scale.

16.3 If a Union employee is terminated due to position elimination, the employee will have the option to bump per Article 5.10. If the Union employee chooses to bump into a role which falls into a lower Grade, the incumbent will maintain their current rate of pay until such time as they leave the position.

16.4 The following represents the amounts payable in each classification during the term of this Contract.

See Attached schedule.

Grade 1			
Level	Hours	Mar. 16, 2011	Mar. 16, 2012
1	0	13.44	13.44
2	976	13.61	13.61
3	1951	13.78	13.78
4	2926	13.94	13.94
5	3901	14.09	14.09
6	4876	14.25	14.25
7	5851	14.42	14.42
8	6826	14.59	14.59
9	7801	15.12	15.46
Grade 2			
Level	Hours	Mar. 16, 2011	Mar. 16, 2012
1	0	14.18	14.18
2	976	14.40	14.40
3	1951	14.61	14.61
4	2926	14.83	14.83
5	3901	15.04	15.04
6	4876	15.26	15.26
7	5851	15.48	15.48
8	6826	15.70	15.70
9	7801	16.31	16.68
Grade 3			
Level	Hours	Mar. 16, 2011	Mar. 16, 2012
1	0	15.33	15.33
2	976	15.56	15.56
3	1951	15.79	15.79
4	2926	16.03	16.03
5	3901	16.25	16.25
6	4876	16.48	16.48
7	5851	16.72	16.72
8	6826	16.94	16.94
9	7801	17.63	18.03

Grade 4			
Level	Hours	Mar. 16, 2011	Mar. 16, 2012
1	0	16.04	16.04
2	976	16.34	16.34
3	1951	16.67	16.67
4	2926	17.01	17.01
5	3901	17.32	17.32
6	4876	17.65	17.65
7	5851	17.98	17.98
8	6826	18.30	18.30
9	7801	19.17	19.60
Grade 5			
Level	Hours	Mar. 16, 2011	Mar. 16, 2012
1	0	17.22	17.22
2	976	17.76	17.76
3	1951	18.30	18.30
4	2926	18.85	18.85
5	3901	19.38	19.38
6	4876	19.93	19.93
7	5851	20.47	20.47
8	6826	21.01	21.01
9	7801	21.99	22.49
Grade 6			
Level	Hours	Mar. 16, 2011	Mar. 16, 2012
1	0	19.63	19.63
2	976	20.19	20.19
3	1951	20.76	20.76
4	2926	21.36	21.36
5	3901	21.97	21.97
6	4876	22.59	22.59
7	5851	23.24	23.24
8	6826	23.90	23.90
9	7801	25.13	25.70

Grade 7			
Level	Hours	Mar. 16, 2011	Mar. 16, 2012
1	0	22.82	22.82
2	976	23.47	23.47
3	1951	24.14	24.14
4	2926	24.83	24.83
5	3901	25.53	25.53
6	4876	26.26	26.26
7	5851	27.01	27.01
8	6826	27.78	27.78
9	7801	29.21	29.87

The Employer has agreed to pay a lump sum amount equivalent to two point two five (2.25%) percent of the previous year's total earnings to those employees who are currently above or below Level 9 of Grades 1 through 7. The lump sum will be payable each subsequent year of the term of this Collective Agreement to all employees who are active on the Date of Ratification or at the date of the year it is paid.

Article No. 17 – Strikes or Lockouts

17.0 There will be no strikes, lockouts, or stoppages during the term of this Contract pending settlement of a dispute in accordance with the Grievance Procedure outlined hereafter.

Article No. 18 – Duration, Termination and Amendments

18.0 This Agreement shall become operative March 16, 2011, and terminate September 15, 2013.

Proposals for Amendments to this Contract shall be submitted by either or both parties no less than sixty (60) days before the last date of this Contract. Such proposals must be in writing.

This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed, an impasse has been reached, or strike or lockout notice serviced.

Signed at Edmonton, Alberta this 18th, day of July, 2011.

**Sobeys Western Division
Edmonton, Alberta**

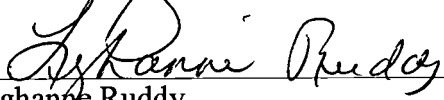
**Miscellaneous Employees,
Teamsters Local Union 987 of Alberta
Edmonton, Alberta**



Armin Pyde



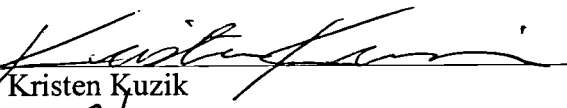
Wayne Skene




Leighanne Ruddy




Jim Haryett




Kristen Kuzik



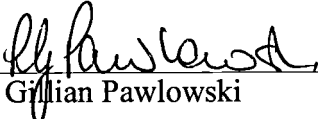
Dora Homen



Rick Vegso



Kelli Stetsko



Gillian Pawlowski



Christine Winslow

Letter Of Understanding#1
Re: Management Assistance/Modified Work

Between:

**Sobeys Western Division
Edmonton, Alberta
(Hereinafter Called "The Company")**

And:


**Miscellaneous Employees Teamsters
Local Union 987 of Alberta
(Hereinafter Called "The Union")**

Employees from outside the Bargaining Unit will not perform Bargaining Unit work unless for whatever reason there is no one available to do the work. Management will be permitted to assist in situations of unforeseen absences, or to assist in training processes.

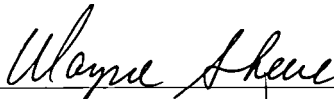
Signed at Edmonton, Alberta this 18th, day of July, 2011.

**Sobeys Western Division
Edmonton, Alberta**

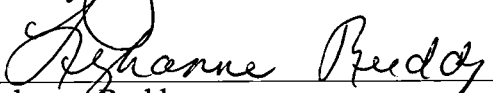
**Miscellaneous Employees,
Teamsters Local Union 987 of Alberta
Edmonton, Alberta**



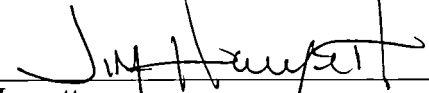
Armin Pyde



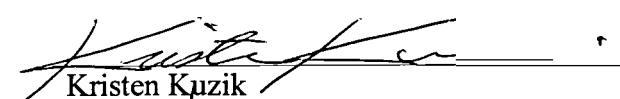
Wayne Skene




Leighanne Ruddy




Jim Haryett



Kristen Kuzik



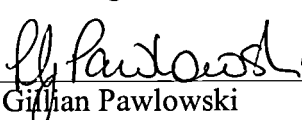
Dora Homen



Rick Vegso



Kelli Stetsko



Gillian Pawlowski



Christine Winslow

Letter Of Understanding#2

Re: Position Positioning

Between:

**Sobeys Western Division
Edmonton, Alberta
(Hereinafter Called “The Company”)**

And:

**Miscellaneous Employees Teamsters
Local Union 987 of Alberta
(Hereinafter Called “The Union”)**

The parties agree to the following items:

- The Employer will ensure the Union Shop Stewards are set up to receive notifications of all corporate positions for the Edmonton Office and Edmonton Retail Service Centre.
- Union employees will have access to a “community” computer at the Edmonton Office and Edmonton Retail Service Centre locations. Location of “community” computer(s) to be determined.
- The Employer will arrange and provide training session(s) to the Union on the “Careers Website”/ATS (Applicant Tracking System).

Signed at Edmonton, Alberta this 13th, day of July, 2011.

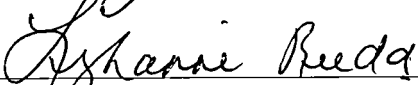
**Sobeys Western Division
Edmonton, Alberta**

**Miscellaneous Employees,
Teamsters Local Union 987 of Alberta
Edmonton, Alberta**

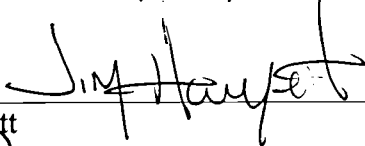


Armin Pyde

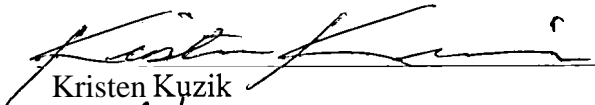
Wayne Skene 



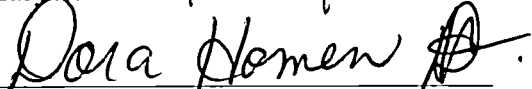
Leighanne Ruddy




Jim Haryett




Kristen Kuzik



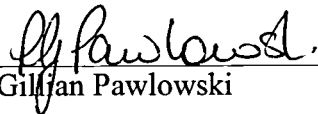
Dora Homen



Rick Vegso



Kelli Stetsko



Giljan Pawlowski



Christine Winslow

Letter Of Understanding#3
Re: Vacation Accrual During Transition Year

Between:

**Sobeys Western Division
Edmonton, Alberta
(Hereinafter Called "The Company")**

And:

**Miscellaneous Employees Teamsters
Local Union 987 of Alberta
(Hereinafter Called "The Union")**

Due to the change in the vacation year from calendar year to fiscal year (May 1 to April 30), the following vacation accruals will be earned between January 1, 2011 to April 30, 2011 to be used between May 1, 2011 and April 30,2012:

Current Annual Vacation Entitlement:	January to April 30, 2011
2 weeks:	25 hours (3.33 days)
3 weeks:	37.5 hours (5 days)
4 weeks:	50.0 hours (6.67 days)
5 weeks:	62.5 hours (8.33 days)
6 weeks:	75.0 hours (10 days)

Signed at Edmonton, Alberta this 18th, day of July, 2011.

**Sobeys Western Division
Edmonton, Alberta**


**Miscellaneous Employees,
Teamsters Local Union 987 of Alberta
Edmonton, Alberta**



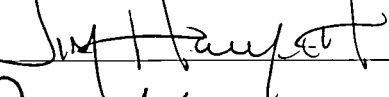
Armin Pyde



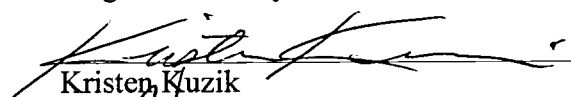
Wayne Skene



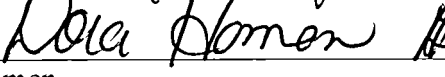
Leighanne Ruddy




Jim Haryett




Kristen Kuzik



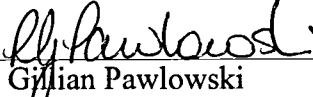
Dora Homen



Rick Vegso



Kelli Stetsko



Gillian Pawlowski



Christine Winslow

Letter Of Understanding#4
Re: Recognition of Experience and Qualifications

Between:

**Sobeys Western Division
Edmonton, Alberta
(Hereinafter Called "The Company")**

And:

**Miscellaneous Employees Teamsters
Local Union 987 of Alberta
(Hereinafter Called "The Union")**

New employees can be credited for related experience and qualifications to determine their starting rate of pay. Prior to placing a new employee at a rate higher than level 1 within the pay grade the Employer will review this with the Union.

Should the Union or Employer wish to cancel this Letter of Understanding they may do so with thirty (30) days written notice to the other party.

Signed at Edmonton, Alberta this 18th, day of July, 2011.

**Sobeys Western Division
Edmonton, Alberta**


**Miscellaneous Employees,
Teamsters Local Union 987 of Alberta
Edmonton, Alberta**



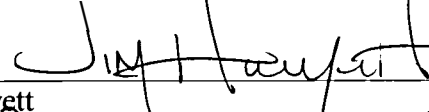
Armin Pyde



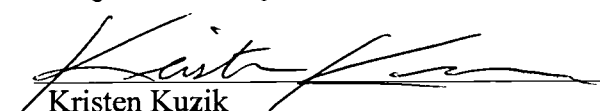
Wayne Skene



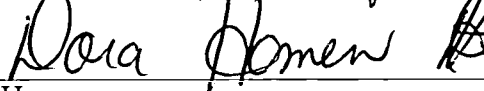
Leighanne Ruddy



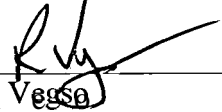
Jim Haryett




Kristen Kuzik



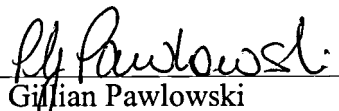
Dora Homen



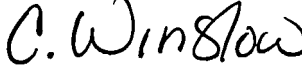
Rick Vesso



Kelli Stetsko



Gillian Pawlowski



Christine Winslow

Letter Of Understanding #5
Re: Pay Grade Evaluation - Incumbent

Between:

**Sobeys Western Division
Edmonton, Alberta
(Hereinafter Called "The Company")**

And:


**Miscellaneous Employees Teamsters
Local Union 987 of Alberta
(Hereinafter Called "The Union")**

If the evaluation process determines a role falls into a lower grade, the incumbent will maintain their current grade until such time as they vacate the role or change roles. When the role is posted, it will be posted at the evaluated grade.

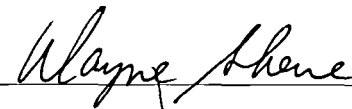
Signed at Edmonton, Alberta this 18th, day of July, 2011.

**Sobeys Western Division
Edmonton, Alberta**

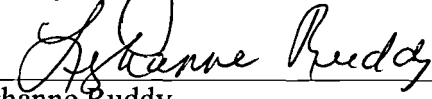
**Miscellaneous Employees,
Teamsters Local Union 987 of Alberta
Edmonton, Alberta**



Armih Pyde



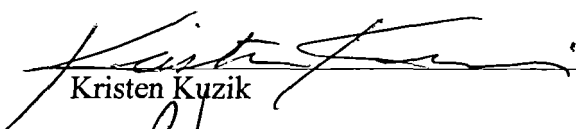
Wayne Skene



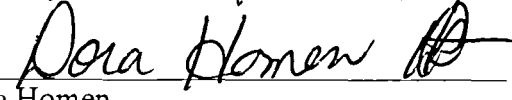
Leighanne Ruddy




Jim Haryett



Kristen Kuzik



Dora Homen



Rick Vegso



Kelli Stetsko



Gillian Pawlowski



Christine Winslow

Letter Of Understanding #6

Re: Pay Grade Evaluation – New Grade 6 and 7

Between:

**Sobeys Western Division
Edmonton, Alberta
(Hereinafter Called “The Company”)**

And:

**Miscellaneous Employees Teamsters
Local Union 987 of Alberta
(Hereinafter Called “The Union”)**

Those positions that were identified as falling within the Grade 6 or Grade 7 pay rates will remain at the current grade until such time that the incumbent vacates the role. At that time the position will be posted at the pay grade that was determined during the job evaluation process.

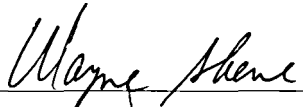
Signed at Edmonton, Alberta this 18th, day of July, 2011.

**Sobeys Western Division
Edmonton, Alberta**

**Miscellaneous Employees,
Teamsters Local Union 987 of Alberta
Edmonton, Alberta**



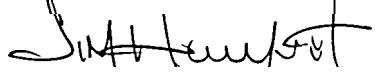
Armin Pyde



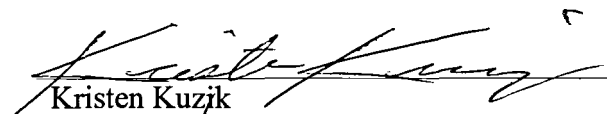
Wayne Skene



Leighanne Ruddy




Jim Haryett




Kristen Kuzik



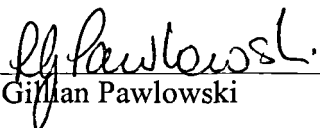
Dor Homen



Rick Vegso



Kelli Stetsko



Gillian Pawlowski



Christine Winslow

Letter Of Understanding#7

Re: Pay Rates – March 16, 2013 to September 15, 2013

Between:

**Sobeys Western Division
Edmonton, Alberta
(Hereinafter Called “The Company”)**

And:


**Miscellaneous Employees Teamsters
Local Union 987 of Alberta
(Hereinafter Called “The Union”)**

The Parties agree that the six (6) month period between March 16, 2013 to September 15, 2013, (referred to as the “gap”) will be included as part of the retroactive period for pay purposes in the first year of the next Collective Bargaining Agreement.

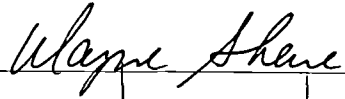
Signed at Edmonton, Alberta this 18th, day of July, 2011.

**Sobeys Western Division
Edmonton, Alberta**

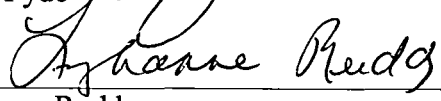
**Miscellaneous Employees,
Teamsters Local Union 987 of Alberta
Edmonton, Alberta**



Armin Pyde



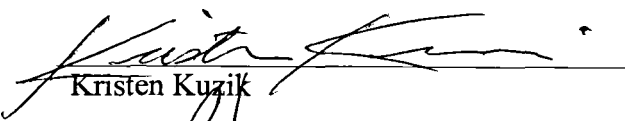
Wayne Skene



Leighanne Ruddy



Jim Haryett



Kristen Kuzik



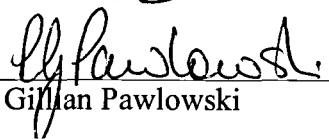
Dora Homen



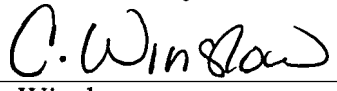
Rick Vegso



Kelli Stetsko



Gillian Pawlowski



Christine Winslow

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