

**COLLECTIVE AGREEMENT**

**Between**

UNION OF CALGARY  
CO-OPERATIVE EMPLOYEES

**And**

CALGARY CO-OPERATIVE ASSOCIATION LIMITED

COVERING THE PERIOD

OCTOBER 30, 2016

TO

OCTOBER 31, 2020

DATE OF RATIFICATION

SEPTEMBER 14, 2017

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## **ARTICLE #1 - GENERAL PURPOSE**

- 1.01 The purpose of this Agreement is:
- a. To establish wage rates, hours of work and other working conditions.
  - b. To provide a method for settlement of disputes and grievances of Employees covered by this Agreement.
  - c. To work together to promote harmonious relations and an efficient operation.
- 1.02 During the life of this Agreement, there shall be no strike, slow down, or work stoppage on the part of the Union, nor shall there be a lockout on the part of the Employer.

## **ARTICLE #2 - DEFINITIONS**

Ability - The candidate's strengths, acquired proficiencies, competencies and qualifications which relate to the job description.

Actual Work - All hours actually worked (this excludes paid sick leave, vacation time, etc.).

Alternative Employment - A Position in a different Classification than their substantive.

Authorized Union Representative (AUR) - A person hired by the Union to act as their agent or an Employee elected by fellow Employees or an Employee appointed by the union to represent them in dealings with management and to maintain the Collective Agreement and union rules.

Average Hours - The average weekly hours shall be determined by the actual Regular Paid Hours over the last fifty-two (52) weeks.

Category - Refers to (A) full-time, (B) part-time, (C) casual.

Classification - An Employee group that shares the same job description.

Emergency Situation - A situation or occurrence of a serious nature, developing suddenly and unexpectedly, and demanding immediate action.

Employee(s) - Person(s) employed by the Employer who are represented by the Union and covered by the terms of this Agreement.

Fitness - Refers to the candidate's suitability or "fit" relative to the identified performance skills, which flow from the job description. Some examples are leadership, being able to meet the environmental conditions, etc.

Hours Worked - All hours worked by an Employee Article 8 (Hours of Work).

Liquor Manager - A Liquor Store Manager or a Liquor Warehouse Manager.

Location - Head office, a stand alone gas bar, liquor store or liquor warehouse of the Employer covered by the terms of this Collective Agreement.

Medical Documentation - A certificate provided by a registered medical physician, nurse practitioner or naturopath requested by the Employer.

Merit - The assessment of the candidate's work performance, conduct, work record, CIR and disciplinary record which embodies the concept of above average performance. The assessment shall be used to determine whether or not a candidate shall be eligible for advancement.

Own Centre Recommendation (OCR) - An internal form used to provide performance related information on applicants for non-supervisory Positions. The form also recommends whether the applicant is recommended for the Position for which they have applied.

Operational Needs/Requirements - A requirement for running a successful business operation. Because of necessity, certain actions have to happen to accomplish the goals and objectives of the business.

Paid Hours – Includes Regular Paid Hours, overtime and the following Employer paid leaves; sick, bereavement and court. This applies to clause 15.05 only.

Permanent Position - A Position that has an indeterminate end date.

Position - A job in a department, which is unique, as designated by the centre/Location, department, Category, Classification, minimum guaranteed hours, and wage range.

Regular Paid Hours - Includes regular Hours Worked, modified hours, paid vacation, general holiday pay, regular lieu time taken and training time. It does not include overtime, premiums, bonus and lump sum payments, paid sick leave, bereavement leave, court leave (as per clause 18.06) or paid miscellaneous leaves.

Rehire - To employ a person who has had a break in service of more than ninety-two (92) days.

Reinstate - To return a former Employee to employment within ninety-two (92) days.

Restructuring - To change the makeup, organization or pattern of a department.

Seniority (Bargaining Unit) - Length of continuous service with the employer in the bargaining unit. The amount of continuous service spent while in a unionized Position within the company.

Substantive Position - An Employee's actual job. The Position in which an Employee belongs to. For example, an Employee may take a Temporary Position elsewhere in the company but shall return to their original Position and centre/Location at the end of their tenure in the Temporary Position.

Temporary Employee(s) - Are persons hired externally to fill Temporary Positions/vacancies. These Employees have the right to employment only in the Temporary Position/vacancy for which they were hired. They cannot Transfer to other Positions in the bargaining unit. When the Temporary Position/vacancy for which they were hired has ended, they shall be terminated, with no rights to the provisions of Article 14 (Employee Displacement). These Employees may apply for posted Positions once they have been provided with their notice of termination and shall be given consideration before external applicants.

Temporary Appointment - A situation where an Employee moves into another Position, either a Permanent or Temporary Position, for a period of time and upon completion of the appointment returns to their previous Position.

Temporary Position - The vacancy of a Position that exists only for an anticipated period of time not to exceed 125 days.

Transfers - Movements within a Classification.

Uninterrupted - Article 8 (Hours of Work) – continuous with no break.

Vacation Pay - Calculated utilizing the percentages contained in Clause 20.02, 20.03 and Regular Paid Hours in the previous year.



**ARTICLE #3 – SCOPE**

- 3.01 The Employer recognizes the Union as the sole bargaining agent of all Employees in the bargaining unit defined by Alberta Labour Relations Board Certificate #369-2001 issued November 22, 2001. This Agreement shall cover all eligible Employees within the bargaining unit in Calgary, Strathmore, Airdrie and High River. In addition, the Agreement shall cover all eligible Employees employed by the Employer within a one hundred (100) kilometre radius measured from the intersection of Memorial Drive and Centre Street, Calgary, Alberta.
- 3.02 This Collective Agreement shall not apply to persons in Positions who are agreed by the parties (as listed in Addendum A, confidential exclusions, Addendum B, managerial exclusions, and Addendum C, other exclusions) or who the Alberta Labour Relations Board determines to be excluded from the bargaining unit under the provisions of the Alberta Labour Relations Code.
- 3.03 The Employer shall provide the Union with a list of names of excluded persons as changes occur and/or additional persons are hired into identical Positions included in Addendums A, B and C. Any changes to persons in the Positions identified in Addendums A or B shall not be subject to an Alberta Labour Relations Board determination.
- 3.04 All persons who are hired into newly created Permanent, Temporary or contractual Positions or any Positions in Addendum A or B that are substantially modified after the Addendums are created, shall be subject to consultation and agreement with the Union prior to inclusion or exclusion. If agreement cannot be reached, the Alberta Labour Relations Board shall determine whether the person is to be excluded from the bargaining unit.

**Addendum A – Confidential Positions**

<ul style="list-style-type: none"> <li>• Executive Assistant</li> <li>• Internal Audit Director</li> </ul>	<ul style="list-style-type: none"> <li>• Records Technician</li> <li>• Operations &amp; Merchandising Assistant</li> </ul>
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**Addendum B – Management Positions**

<ul style="list-style-type: none"> <li>• Senior Operations Director Food Centre</li> <li>• Centre Managers</li> <li>• Assistant Centre Managers</li> <li>• Managing Director Petroleum</li> <li>• Petroleum Operations Manager</li> <li>• Gas Bar Managers</li> <li>• Senior Operations Director Pharmacy</li> <li>• Pharmacy Technical Pricing Manager</li> <li>• Pharmacy Manager</li> <li>• Pharmacy Operations Managers</li> <li>• Deli Operations Director</li> <li>• Deli Managers</li> <li>• Deli Manager</li> <li>• Deli &amp; Bakery Managers</li> <li>• Bakery Operations Director</li> <li>• Health, Safety and Environment Director</li> <li>• Bakery Managers</li> <li>• Produce Operations Director</li> <li>• Produce Managers</li> <li>• Meat Operations Manager</li> </ul>	<ul style="list-style-type: none"> <li>• Information Security Manager</li> <li>• Infrastructure &amp; Operations Manager</li> <li>• Retail Scheduling Manager</li> <li>• One to One Management Trainees</li> <li>• Applications Manager</li> <li>• Marketing Director</li> <li>• Real Estate &amp; Development Director</li> <li>• Real Estate Administration Manager</li> <li>• Retail Leasing Director</li> <li>• Project Director</li> <li>• Project Managers</li> <li>• Design &amp; Construction Director</li> <li>• Procurement &amp; Contracts Manager</li> <li>• Planning and Design Manager</li> <li>• Property Manager</li> <li>• Pharmacy Professional Services Manager</li> <li>• Administration &amp; Support Services Manager</li> <li>• Assistant Controller</li> <li>• Front End Manager</li> <li>• Front End &amp; Centre Operations Director</li> </ul>
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<ul style="list-style-type: none"> <li>• Meat Managers</li> <li>• Senior Operations Director Meat, Deli &amp; Bakery</li> <li>• Senior Operations Director Grocery, Produce &amp; Special Projects</li> <li>• Grocery/GM/HBC Managers</li> <li>• Senior Labour Relations Director</li> <li>• Human Resources Managers</li> <li>• Benefits and Disability Manager</li> <li>• Senior Employee Relations Director</li> <li>• Compensation Manager</li> <li>• Controller</li> <li>• Payroll &amp; Membership Manager</li> <li>• Accounting Managers</li> <li>• Information Technology Director</li> <li>• IT PMO Manager</li> <li>• IT Project Manager</li> <li>• Infrastructure &amp; Operations Manager</li> <li>• Retail Systems Manager</li> <li>• Whole Health Operations Manager</li> </ul>	<ul style="list-style-type: none"> <li>• Retail Scheduling &amp; Centre Operations Communications Director</li> <li>• Sponsorship &amp; Events Manager</li> <li>• Sommelier Manager</li> <li>• Category Director</li> <li>• Operations Manager</li> <li>• Assistant Category Manager</li> <li>• Warehouse Manager</li> <li>• Store Managers</li> <li>• Managing Director</li> <li>• Category Manager</li> <li>• Senior Manager, Corporate Communications, Events and Charitable Giving</li> <li>• Business Analytics &amp; Insight Manager</li> <li>• Senior Marketing Manager</li> <li>• Asset Protection Director</li> <li>• Night Operations Manager</li> </ul>
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**Addendum C – Other Excluded Positions**

<ul style="list-style-type: none"> <li>• Payroll Administrator</li> <li>• Payroll Clerks</li> <li>• Health, Safety and Environment Advisors</li> <li>• Graphic Designers</li> <li>• Production Marketing Specialist</li> <li>• Petroleum Operations Coordinator</li> <li>• Human Resources Coordinators</li> <li>• Project Coordinator</li> <li>• Produce Operations Coordinator</li> <li>• Deli Operations Coordinator</li> <li>• Bakery Operations Coordinator</li> <li>• Grocery Operations Coordinator</li> <li>• Administrative Coordinator</li> <li>• Total Rewards Coordinator</li> <li>• Marketing Coordinator</li> <li>• Disability Management Specialists</li> <li>• Communications &amp; Events Coordinator</li> <li>• Loyalty Marketing Specialist</li> <li>• Natural Choice Advisors</li> </ul>	<ul style="list-style-type: none"> <li>• Network &amp; System Administrators</li> <li>• Sommelier Coordinator</li> <li>• Sommelier Coordinator Trainee</li> <li>• IT Operations Analyst</li> <li>• IT Operations - Team Leads</li> <li>• Application Development Team Leads</li> <li>• Application Developer Senior</li> <li>• Business Analysts</li> <li>• Systems Analysts</li> <li>• Enterprise Applications – Team Lead</li> <li>• Enterprise Applications Analysts</li> <li>• Applications Development – Team Lead</li> <li>• Applications Development Analysts</li> <li>• Retail Systems – Team Lead</li> <li>• Corporate Business Solutions Analysts</li> <li>• Petroleum Commercial Sales Coordinator</li> <li>• Asset Protection -Team Lead</li> <li>• Asset Protection Investigator</li> </ul>
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**The Following Are Excluded From Notification of Clause 3.3**

<ul style="list-style-type: none"><li>• Clinical Pharmacist</li><li>• Pharmacists</li><li>• Pharmacy Technicians</li></ul>	<ul style="list-style-type: none"><li>• Pharmacist Interns</li><li>• Pharmacy Assistants</li><li>• Pharmacy Assistant Interns</li><li>• Pharmacists - Floater</li></ul>
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**ARTICLE #4 - MANAGEMENT RECOGNITION**

4.01 The Union recognizes that all functions, discretion, rights, responsibilities and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are retained by the Employer. The Employer shall exercise its managerial functions, discretion, rights, responsibilities and authority in a fair and reasonable manner. The Employer undertakes to exercise its functions, discretion, rights, responsibilities and authority without discrimination or harassment in accordance with the Collective Agreement and Statutory provisions.

**ARTICLE #5 - UNION RECOGNITION**

- 5.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees covered by this Agreement. The Employer shall not recognize any Employee or group of Employees as representing the Union, nor shall the Employer enter into any separate agreement(s) with an Employee, a group of Employees or an AUR which compromises the terms or conditions of employment contained in this Agreement, without the prior written approval of the President and Vice President of the Union.
- 5.02 The Union recognizes the responsibility of its members to perform their respective duties for the Employer and at all times carry out their individual responsibilities in accordance with the Policies and Procedures established by the Employer and in accordance with the Collective Agreement. In the event of a conflict, the Collective Agreement shall prevail.
- 5.03 The Employer shall recognize all persons elected or appointed to the Union Executive and elected, hired or appointed AURs.
- 5.04 The Union shall endeavour to provide and the Employer agrees to recognize AURs at each centre/Location based on the formula of one (1) AUR for every fifty (50) Employees or part thereof. These AUR's shall be Employees of the centre/Location that they represent.
- 5.05 The Employer shall make every effort to use AURs from within the centre/Location during their scheduled shifts. When an AUR is required outside of their scheduled shift(s) or there is no AUR at that centre/Location, the Employer shall contact the Union office and the following shall apply:
  - a. The Union shall supply an alternate AUR within twenty-four (24) hours.
  - b. In Emergency Situations, an AUR shall be provided as soon as possible. In the event that the Union is not available the Employer shall contact other centres/Locations to arrange for an alternate AUR.
  - c. Where it is necessary for the Union to provide an alternate AUR the Employer is not responsible for the cost.
- 5.06 The Union shall advise the Employer in writing of the names of all Union Executive and AURs when a change occurs. Emergency contact numbers shall be provided for the Union Executive.

- 5.07 The Employer shall supply a corresponding list of their representatives to the Union when changes occur. Emergency contact numbers shall be provided to the Union for the Employer's representatives.
- 5.08 AURs shall be permitted entry to the Employer's premises to carry out their legitimate duties, i.e. distributing newsletters. Upon arrival, such representatives shall notify management in each location. Should an interview need to be held during working hours it shall be of reasonable duration. If it is necessary to gain access outside of public hours, prior arrangements shall be made through management in each location.
- 5.09 The Employer agrees to provide a suitable place for any Union Executive and AURs to investigate complaints and/or to discuss matters with Employees in confidence.
- 5.10 The Employer agrees that AURs shall not be prevented or hindered in the accomplishment of their duties in accordance with the provisions of the Collective Agreement.
- 5.11 Employees and/or AURs shall not engage in Union activity, i.e. campaigning on Employer property during hours of operation except as expressly provided for in this Agreement. In order to meet the obligations of this Agreement, such activity shall be conducted during rest periods and meal periods in designated areas.
- 5.12 No Employee or AUR shall be harassed or discriminated against for any lawful Union activity, or for serving on a Union committee, or for reporting to the Union the violation of any provisions of this Agreement.
- 5.13 In order that the general public shall be aware of the presence of a unionized workforce, the official UCCE decal, of a reasonable size, shall be displayed in a storefront place where all persons entering the centre/Location may see it. Employees shall be permitted to wear any buttons or pins (with the UCCE logo) or ribbons as part of their uniform. The buttons shall not exceed one and one half (1½) inches in diameter and the pin or ribbon shall not exceed an overall width of one (1) inch or length of two (2) inches. Any other Union authorized accessories must be agreed with the Employer.
- 5.14 On the date of hire the Employer shall provide each new Employee, as part of the New Hire Kit, the following information provided by the Union: application for Union Membership, a list of Union Executive and a Union information bulletin.
- 5.15 The Employer agrees to provide the Union with the following electronic documentation when generated or amended:
- a. A bi-weekly Employee Seniority list including Category/Classification breakdown, name, phone number, complete address.
  - b. An updated list of Employee job descriptions.
  - c. Weekly list of terminated, resigned and retired Employees.
  - d. Weekly list of Employees on any Leaves of Absence including WCB, LTD, and Medical Leave.
  - e. Quarterly full-time Employee complement report by classification.
  - f. Centre/Location Hours Validation, including lieu/bank time.
  - g. Weekly report on all Employee movements including Transfers and selections.
  - h. Copies of all postings.
  - i. Copies of Employer non-union appointment notices with the exception of Pharmacy.
  - j. Bi-Weekly report of percentages of "A" and "B" pool hours versus "C" pool hours scheduled in the Association.
  - k. List of Employees on the recall list.
  - l. Copies of the master benefit plans.
  - m. Semi-annual Attendance Management Report.

- n. Quarterly report of occupied or posted unionized 32, 28, 24 hour and C Positions.
- o. Report of dues paid to the Union by the Employer on behalf of work experience students.

**Information Provided Upon Request:**

- a. Weekly schedules.
  - b. Time and attendance summaries
  - c. List of Employees on benefits by category (A, B, C)
  - d. Copies of RTO book or electronic equivalent
- 5.16 The Employer agrees to provide notice boards for the posting of Union notices of meetings or other material that the Union deems to be of interest to its members.
- 5.17 In the event that posted information is deemed to be inappropriate by the Employer, there shall be consultation with the Union before it is removed.

**ARTICLE #6 - UNION MEMBERSHIP AND DUES CHECK OFF**

- 6.01 Every Employee who is now or hereafter becomes a member of the Union shall maintain their membership in the Union as a condition of employment and every new Employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment, apply for and maintain membership in the Union as a condition of employment.
- 6.02 Any Employee who objects to joining the Union, for religious beliefs, shall not be required to join but shall, within thirty (30) days of employment, come under the Rand Formula. Accordingly, the Employee shall sign a payroll deduction authority granting the Union the equivalent dues of members in good standing.
- 6.03 Each Employee eligible for membership in the Union shall sign a payroll deduction authority, authorizing the Employer to deduct initiation fees, bi-weekly dues, and assessment(s) in the amount authorized by a regular and proper vote of the membership of the Union. Such deductions shall be made on a bi-weekly basis and shall be remitted to the officer designated by the Union within fifteen (15) days of such deductions.
- 6.04 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change. The Union shall be responsible for reimbursing the Employer for any program changes required.
- 6.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of clauses 6.03 and 6.04 in this Article. Any error(s) in dues deducted shall be adjusted by the Employer in a timely manner.

**ARTICLE #7 – ANNUAL PERFORMANCE APPRAISALS AND APPEAL PROCESS**

- 7.01 Employees may request an AUR be provided during the presentation of their annual performance appraisal.
- 7.02 Annual performance appraisals shall be reviewed with Employees and they shall sign and date (or electronic equivalent) the appraisals to acknowledge the date of the review. Such signatures shall indicate receipt of and the date the appraisal is delivered, not necessarily agreement. Employees shall receive a copy of their appraisal.

- 7.03 Employees who have received an annual performance appraisal and have concerns about it shall have five (5) calendar days from the date of the review to bring any concerns forward to the appraiser. If scheduling conflicts occur, the appraiser and the Employee shall meet at the first available date thereafter.
- 7.04 Employees with concerns about their annual performance appraisals may request the assistance of an AUR to address those concerns with the appraiser. If the Employee's concerns are not addressed in the meeting between themselves and the appraiser, he/she may appeal the appraisal as follows:
- a. Within two (2) weeks of the appraisal being reviewed, the Employee shall submit a request in writing for a meeting to discuss the concerns with the Centre/Senior Liquor Manager.
  - b. The Employee shall have an AUR present at this meeting.
  - c. This meeting shall take place within two (2) weeks of the request.
- 7.05 Employees who have appealed their annual performance appraisal may grieve the appraisal if their concerns have not been resolved through the appeal process. Such grievances shall be filed at Level 2.
- 7.06 An Employee's appraisal shall not be used for discipline purposes.

## **ARTICLE # 8 – HOURS OF WORK**

### **HOURS OF WORK**

- 8.01 The basic workweek for full-time Employees shall be forty (40) hours in five (5) eight (8) hour days and for part-time Employees shall be up to forty (40) hours in a maximum of six (6) days as scheduled by the Employer.
- 8.02 The basic workweek for Head Office Employees shall be thirty-eight and three quarter (38¾) hours. It is understood that these shall be worked from 8:15 a.m. to 4:30 p.m. (subject to clause 8.29 to 8.34) with a thirty (30) minute unpaid meal break, five (5) days a week.
- 8.03 A shift of more than seven (7) hours worked shall include two (2) rest periods and one (1) meal period. This rule shall also apply where a shift extension results in more than seven (7) hours worked.
- 8.04 Paid rest periods shall be twenty (20) Uninterrupted minutes. It is understood that this time is comprised of fifteen (15) minutes rest period and a total of five (5) minutes for the employee to get to and from their workstation at the start and end of the rest period. Rest periods for all Employees shall not start earlier than one and one half (1 ½) hours after the commencement of work and not later than one and one half (1 ½) hours before either the meal period or the end of the shift.
- 8.05 Unpaid meal periods shall be thirty (30) Uninterrupted minutes. The meal period shall be scheduled as near mid-shift as reasonably possible.
- 8.06 Employees working a shift of four (4) or more hours but less than five (5) hours shall receive one (1) rest period. Employees working a call-in shift of less than four (4) hours in accordance with 9.38 shall be entitled to one (1) rest period. Employees working a shift of five (5) to seven (7) hours, shall have two (2) rest periods. These two (2) rest periods may be taken consecutively through prior arrangements with their Department Manager.

- 8.07 Any Employee asked by the Employer to work a shift of twelve (12) or more consecutive hours in a day shall be paid a meal allowance of ten dollars (\$10.00). This shall be paid out of the Customer Service Office and/or Location with authorization from a manager.
- 8.08 All staff meetings or training periods, where attendance is mandatory, shall be considered as time worked. Pay shall be given for time actually in attendance subject to a minimum of two (2) hours if not part of a regular shift. A thirty (30) minute travel time allowance shall be given to Employees who had to travel to and from such meeting when they are not scheduled to work.
- 8.09 All efforts shall be made to interview Employees during their scheduled hours. Employees, who are required to be interviewed during their unscheduled time, shall be paid for the actual time of the interview, at regular rates plus one half ( $\frac{1}{2}$ ) hour travel time.
- 8.10 Employees shall not be required to review material pertinent to their job duties on unpaid time. Employees will not be required to review or sign off on this material while performing their duties.
- 8.11 Working off the clock is an unacceptable activity. Employees or managers involved in this type of activity shall be reported to the Union Executive and Labour Relations and/or Managing Director. After discussion with the Union Executive, the Employer shall determine corrective action, up to and including progressive discipline against the offending Employees and reported to the Union Executive.

#### **OVERTIME**

- 8.12 For the purpose of calculating overtime in the centre/Location, the basic workday shall be eight (8) hours and the basic workweek shall be forty (40) hours.
- 8.13 For the purpose of calculating overtime in Head Office the basic workday shall be seven and three quarter ( $7\frac{3}{4}$ ) hours and the basic workweek shall be thirty-eight and three quarter ( $38\frac{3}{4}$ ) hours.
- 8.14 All Hours Worked by an Employee in excess of the basic workday or the basic workweek shall be paid for at the rate of one and one half ( $1\frac{1}{2}$ ) times the regular rate.
- 8.15 Employees shall receive an additional paid rest period before commencing two (2) hours of overtime and another paid rest period prior to commencing each additional two (2) hours of overtime thereafter.
- 8.16 Any overtime hours must first be authorized by the Department/Liquor Manager or Duty Manager. There is no obligation to offer overtime.
- 8.17 All overtime hours, shall be voluntary (with the exception of Emergency Situations) and shall be offered in Seniority order within the Classification in the centre/Location based upon availability.
- 8.18 An Employee working overtime shall elect to be paid for such overtime in accordance with the following options:
- a. Such overtime to be paid at the applicable overtime rate on a bi-weekly basis; or
  - b. The option of banking the equivalent number of hours as time off in lieu of overtime one and one half ( $1\frac{1}{2}$ ) times pay. (i.e., eight (8) hours of overtime worked equals eight (8) hours of time off with regular pay.)

- 8.19 If an Employee is requested by management, and agrees to work through his/her meal or rest period, he/she shall be compensated at the applicable overtime rate for the entire meal or rest period. A manager must initial the schedule. Managers are not to schedule Employees to work through rest and lunch breaks. If an Employee takes their full break at a later time then overtime is not applicable.

EG: An Employee working an eight (8) hour shift, who is requested to work through their fifteen (15) minute rest break, would be paid eight (8) hours regular and one quarter ( $\frac{1}{4}$ ) hour overtime. An Employee, who works through their meal period, would get paid eight (8) hours regular and one half ( $\frac{1}{2}$ ) hour overtime.

#### **BANKED/LIEU TIME**

- 8.20 An Employee may elect to bank overtime hours in lieu of being paid overtime.
- 8.21 The Employer shall not be permitted to offer overtime to an Employee on the condition that the Employee bank the overtime. Overtime is offered in Seniority order and the method of payment is strictly the Employee's option.
- 8.22 Banked time is to be defined as overtime Hours Worked but not paid and accumulated at straight time.
- 8.23 Lieu time is to be defined as time off with pay from the accumulated bank at the current regular rate of pay.
- 8.24 Banking of overtime hours shall be calculated based on an hour for hour basis (i.e. six (6) hours of overtime worked equals six (6) hours of lieu time at the regular rate of pay).
- 8.25 The maximum accumulated amount of overtime hours that can be banked shall not exceed forty (40) hours at any point in time. i.e. An Employee has forty (40) hours of banked time, uses eight (8) hours of lieu time and has thirty-two (32) hours remaining. The Employee is now eligible to accumulate up to an additional eight (8) hours of banked time to a total of forty (40) hours.
- 8.26 Lieu time shall be granted in accordance with the following:
- a. Lieu time can be used by an Employee in an Emergency Situation by notifying the Employer. The Employer reserves the right to request validation of the Emergency Situation as required.
  - b. Lieu time other than (a.) above must be in writing and approved by management prior to being taken and is subject to Operational Requirements.
  - c. Scheduled lieu time other than (a.) and (b.) above shall be requested in writing through the department time off procedure.
- 8.27 A minimum of four (4) hours lieu time shall be taken on each occurrence with the exception of 8.26(a.)
- 8.28 Employees may request a pay out of their banked time paid at one and one half ( $1\frac{1}{2}$ ) times their regular rate of pay by providing two (2) weeks written notice. The payout shall be included on their regular payroll deposit.

#### **HEAD OFFICE/FLEX TIME**

- 8.29 Employees and the Employer may enter into a flextime system provided that services are not adversely affected and there are no operational difficulties. The Employer may implement a flex time system of hours of work, but participation by an Employee in such systems shall be voluntary.



- 8.30 Flextime is defined as variations in Employees' hours of work by staggering start and finish times. Employees shall be entitled to have the opportunity to plan their work schedule whereby they may arrange their starting times, rest periods, meal periods and finishing times in keeping with the Employer's Operational Requirements. When all requests for flextime cannot be accommodated, flextime shall be approved based on Seniority.
- 8.31 In the event the flextime system of hours of work does not result in the provision of a satisfactory service to the public, or can be demonstrated to be impractical for other reasons, the Employer may require a return to regular times of work in which case Employees shall be provided advance notice of one (1) week.
- 8.32 An Employee who is working according to flextime system may opt for regular times of work by providing the Employer advance notice of one (1) week.
- 8.33 Where applicable these provisions shall have force and effect in lieu of clause 8.02.
- 8.34 In exceptional circumstances an Employee may exchange up to two (2) regular working days per week with regularly scheduled days off. The maximum length of time this accommodation may be made is limited to four (4) months in duration, provided that:
- a. the change is operationally feasible;
  - b. the reason for the temporary change provides some organizational benefit to Calgary Co-op;
  - c. applications for this temporary change are submitted in writing to Management at least three (3) weeks in advance and;
  - d. Management shall review any such requests with the Union prior to approval/denial.

#### **Head Office Special Considerations**

- 8.35 The Employer and the Union agree to the following use of sick leave and make up time for Head Office Employees:
- a. Appointments (Medical & Non-Medical)
    - If appointments must be made during scheduled work hours, it should minimize disruption to the department and must be pre-approved by management.
    - Employees may use lieu time, vacation or time off without pay for medical and other appointments.
    - Head Office Employees (with approval from their manager) may also use flextime (within the same day), or make up time (as outlined in b).
  - b. Head Office Employees shall be permitted to "make up" the time missed for appointments attended during working hours and be paid at regular time (edited accordingly). This must be done within the same workweek of the appointment and pre-approved by the Department Manager to ensure that the request can be operationally accommodated. If the appointment is last minute (i.e. called in for a cancellation with a specialist), then the time must be made up within five (5) working days of the appointment.

## **ARTICLE # 9 SCHEDULING / POSITION MANAGEMENT**

### **GENERAL**

9.01 There are three categories of Employees:

- A –Full-time 40 hours per week (5 days x 8 hours)
- B –Part-time 32, 28, 24 minimum guaranteed hours per week  
32 and 24 minimum guaranteed hours per week for Liquor Stores only
- C –Casuals 0 to 40 hours per week

All Category A and B Employees shall have a guarantee of hours. The number of thirty-two (32) hour Positions shall be equal to or greater than the number of twenty-eight (28) hour Positions and the number of twenty-eight (28) hour Positions shall be equal to or greater than the number of twenty-four (24) hour Positions in a Classification within Calgary Co-operative Association. The exception to this is in Classifications with less than eighty (80) Positions, within Calgary Co-operative Association, subject to change based on new centre/Location openings/closings (i.e. may start at twenty-eight (28) or be all twenty-four (24)).

For Liquor Locations only all category A and B Employees shall have a guarantee of hours. The number of thirty-two (32) hour Positions shall be a minimum of forty percent (40%) of all B category Positions and the number of twenty-four (24) hour Positions shall not exceed sixty percent (60%) of all B Category Positions in all Liquor Classifications combined within Calgary Co-op Wines Spirits Beer. The Employer agrees to maintain a minimum of twenty percent (20%) of its unionized hours as Category “B” over the term of this agreement.

9.02 A and B categories shall be allocated a minimum of fifty-five percent (55%) of the hours scheduled in the Association. C categories shall not exceed forty-five percent (45%) of the hours scheduled in the Association.

9.03 In the event there is not enough A and B employees to work the minimum hours allocated to the A and B pool and the Employer has vacant A and B positions for which they are actively recruiting the Employer may schedule additional hours to the C pool.

9.04 A and B Category Employees shall be available for all guaranteed hours scheduled and are required to work their guaranteed hours with the following exceptions:

- a. The Employer may approach Employees in a Classification, in Seniority order, to voluntarily shorten their shift however, the Employee is not obligated to voluntarily shorten their shift. The fact that an Employee has agreed to shorten their shift in response to such a request shall not be recorded negatively on the Employee’s work record sheets.
- b. An Employee may request to leave early without pay with the understanding they may not meet their guaranteed hours.
- c. Employees requesting time off with less than four (4) weeks notice shall arrange a shift exchange(s). If an Employee cannot obtain a shift exchange(s), they may request the time off and the Employer may, subject to Operational Requirements grant unpaid leave if they do not opt to use lieu and/or vacation time to cover the time off.
- d. Employees requesting time off in Emergency Situations shall be granted the time off with the approval of the Employer without the Employee’s hours being rescheduled. Employees shall be granted unpaid leave if they do not opt to use lieu and/or vacation time to cover the time off.

- 9.05 If an Employee wants to trade a shift, it is his/her responsibility to find another Employee to trade with and is subject to a manager's approval. The shifts shall be switched on the schedule in ink and initialed by the Employees and the manager or designate.
- 9.06 A "day shift" is any shift that begins before 12:00 p.m. / noon or ends by 6:00 p.m.
- 9.07 An "evening shift" is any shift, which ends after 6:00 p.m.
- 9.08 A "midnight shift" is any shift where half or more of the hours are worked between 10 p.m. and 6 a.m. Midnight shifts may be scheduled on a rotational basis. See LOA # 3 Midnight Shifts.
- 9.09 "A" Employees shall be scheduled a maximum of (2) two evening shifts per week, including weekends. "B" employees and all Supervisors shall be scheduled a maximum of (3) three evening shifts per week including weekends. Where evening shifts are to be assigned to "A" and "B" employees in a classification they shall be distributed with a greater number or equal number being given to the more junior employees. Scheduling availabilities and requirements within the classification may result in the most senior Employee(s) not receiving an evening shift. The exception(s) to these maximums shall be in classifications where it can be demonstrated that the number of employees available to be scheduled in a department/location prevents scheduling in accordance with these maximums (i.e. vacations, leaves, WCB, etc.), where Employees are scheduled on midnight shifts or by mutual agreement. The parties agree this clause is to provide coverage in unusual circumstances and is not intended to allow for not regularly carrying sufficient staff to comply with maximums.
- 9.10 A and B Employees may restrict themselves for one (1) day or evening shift. Employees shall be available to work a shift other than their restricted shift, if required on that day. The restricted shift can occur on any day from Monday to Thursday inclusive. Such restricted shift shall not result in a reduction of an Employee's guaranteed hours. The initial approval of these restricted shifts shall be limited to the Operational Requirements of the department/Location (i.e. may be limited as to the number of Employees who may choose the same restriction) and granted on the basis of Seniority. Employees, on a first come first served basis, may request a change to their restricted shift twice per year, subject to the Operational Requirements of the department/Location and the availability of the requested shift, with four (4) weeks written notice. For the purposes of this clause only, a day shift restriction shall mean not starting before 1 pm and an evening shift restriction shall mean not working past 6:00 pm. This clause is not applicable to Employees whose schedule requires them to work only day or evening or midnight shifts.
- 9.11 Subject to clause 9.10 above, where evening shifts are to be assigned to A and B Employees in a Classification they shall be distributed with a greater or equal number being given to the more junior Employees. Weekend day and evening shifts shall be scheduled on a rotating basis (i.e. all A and B Employees in a Classification shall be scheduled to work an equal number of days and evenings on the weekends).
- 9.12 A and B Employees shall not have their guaranteed hours scheduled in more than five (5) days in a row. Subject to Operational Requirements, the Employer shall endeavour to schedule any additional hours above an Employee's guaranteed hours in no more than five (5) days in a row. A and B Employees shall not have their guaranteed hours scheduled in more than five (5) days in a row in any combination of weeks.
- 9.13 A and B Employees shall have their guaranteed hours scheduled in no more than five (5) days in a week. Subject to Operational Requirements, the Employer shall endeavour to schedule any additional hours above an Employee's guaranteed hours within the five (5) days.

- 9.14 Call-in shifts are not scheduled, and therefore, may result in more than five (5) days being worked in a week and/or more than five (5) days in a row.
- 9.15 B Employees may change their preferred maximum hours providing four (4) weeks written notice of the change.
- 9.16 Category A Employees shall have two (2) scheduled days off in a row. The exception to this shall be those weeks preceding and following a weekend off or where it can be demonstrated that the number of Employees available to be scheduled in a department prevents scheduling two (2) days off in a row (i.e. vacations, leaves, WCB, etc.).
- 9.17 A and B Employees shall receive a minimum of one (1) in three (3) weekends off (more frequently, by Seniority, where operationally feasible). The exception to this shall be in Classifications where it can be demonstrated that the number of Employees available to be scheduled in a department/Location prevents scheduling one (1) in three (3) weekends off (i.e. vacations, leaves, WCB, etc.). In this case, they shall receive a minimum of one (1) in four (4) weekends off.
- 9.18 A and B Employees and eligible C employees shall not be required to work beyond 6:30 p.m. on the Friday preceding their entitled weekend off unless by mutual agreement. If the employer is able to grant more than the minimum entitlements under 9.17 and 9.27 the requirement to be off by 6:30 pm on the Friday preceding their weekend off shall not apply to the extra weekends off.
- 9.19 All Employees shall be scheduled for a shift of no less than four (4) hours.
- 9.20 Employees working in a higher paid Classification than their Substantive Classification during their shift shall be paid at the higher rate for the greater of a minimum of one hour or the actual time worked in the higher Classification. Where the employer requires employees to work in a different classification they will request volunteers in order of seniority by classification. In the event of no volunteers, the employer may require employees to cross classifications in reverse order of seniority by classification. The Employer shall be reasonable in the application of this clause.
- 9.21 Any days worked in excess of seven (7) consecutive days shall be considered overtime.  
For Liquor Locations only any days scheduled in excess of seven (7) consecutive days shall be considered overtime. When more than seven days are worked consecutively as a result of a call-in this shall not cause subsequent scheduled shifts to be paid at overtime rates. Hours Worked in excess of the basic workweek and workday as defined in 8.12 shall be paid at overtime rates.
- 9.22 Unless mutually agreed upon between the Employer and Employees, there shall be no splitting of work shifts.
- 9.23 An Employee shall be allowed a minimum of ten (10) hours of rest between shifts. When mutually agreed to, or in case of an emergency, eight (8) hours of rest shall be the minimum. The hours more than eight (8) and less than ten (10) hours shall be at overtime rates.

#### **HOURS ALLOCATION FOR CASUALS**

- 9.24 Casuals must be available to work a minimum of general holidays and be available a minimum of an evening shift either Saturday or Sunday. Casual employees can request to change their availability up to four (4X) times per year by completing a new Availability Form and submitting it four (4) weeks prior to the effective date of the change. As an exception, there is no limit on the number of times an employee can increase their availability. Employees cannot further limit their availability between November 15<sup>th</sup> and the end of the year or during the initial probation period.

- 9.25 The requested change may be denied if the Employer is not able to accommodate the new availability. In the case of students who increase their availability during school breaks they shall be allowed to revert back to their prior availability agreement on completion of the school break.
- 9.26 Casuals shall be scheduled (on a weekly basis) by Seniority within their Classification with senior employees receiving at least as many hours as junior employees subject to their availability. Where possible, Casuals shall not have more day shifts than the most junior employee in the A&B category combined. It is understood that when comparing the number of day shifts, equal consideration is given to the other scheduling rules in the collective agreement. Only shifts of the same length will be considered and it is not expected to add hours to the current schedule. Where an employee identifies an issue with the administration of this article, they are to bring it to the immediate attention of the manager prior to the shift being worked. No dispute will be considered after the shifts have been worked.
- 9.27 Casuals hired after April 28, 1997 are not "entitled" to weekends off, but may "request" weekends off. Casuals hired prior to April 28, 1997 are entitled to one (1) weekend off in every eight (8) weeks.

### **SPECIAL CONSIDERATIONS**

- 9.28 For all Gas Bars and Liquor Locations there shall be a supervisor or designate scheduled for all hours when the Department Manager is not scheduled.
- 9.29 Employees who are working alone shall be supplied with a monitored security device to alert police or security if there is a safety threat. Any person working alone shall be a manager or supervisor, exclusive of breaks.
- 9.30 All supervisor classification positions shall be A or B positions. The Employer agrees to maintain a minimum number of Full-time supervisors within the Association based on the following formula:
- One per center per commodity assigned to that center, it is understood that commodities shall be defined as grocery, produce, deli, bakery, meat, front end, gas and liquor. In order for a commodity to be counted in the formula it must be present in a center.
- 9.31 Wherever possible during the Christmas and New Year period, Employees shall be alternately scheduled to work the holidays. This is to facilitate the scheduling of Employees on one "Eve" but not the other. Wherever possible Employees who are not scheduled Christmas Eve shall not be scheduled Christmas Day and Employees who are not scheduled New Year's Eve shall not be scheduled New Year's day.
- 9.32 The most senior Employees scheduled to work the weekend, which includes a general holiday, shall be scheduled to work the general holiday, if required.
- 9.33 Employees may waive their entitlement to any provisions in article 9 by mutual agreement with the Employer. The employee must initial the schedule or sign a scheduling agreement.
- 9.34 If an employee works no hours for eight (8) consecutive weeks, excluding approved leaves of absence, their employment will be terminated.

### **CALL-IN PROCEDURE**

- 9.35 Call-ins are determined based on operational need and are not obligatory if it results in an overtime situation.
- 9.36 Each centre/Location shall maintain a call-in list by Classification in Seniority order. This list shall be posted with the schedule and shall not contain phone numbers.

- 9.37 Call-in hours shall be distributed by Seniority within the Classification within that centre/Location. These hours shall be given to Employees in that Classification, in Seniority order, whose schedules do not result in overtime. For each call-in, the process shall begin with the most senior Employee.
- 9.38 Shift extensions (less than four (4) hours) shall be offered to Employees in the Classification already working or scheduled to work later that day (in Seniority order). Full shifts (minimum four (4) hours) shall be offered to Employees on the call-in list. Should no Employees be available for the full call-in shift (minimum four (4) hours) an Employee may be called in to work a shift of no less than three (3) hours.
- 9.39 Sign up for the call-in list is voluntary. Acceptance of a call-in shift is voluntary.
- 9.40 Employees shall provide their availability (i.e. vacations, days off, etc.) for call-ins in writing to their manager or designate. Employees shall provide a minimum of forty- eight (48) hours written notice to their manager or designate regarding changes to their availability for call-in.
- 9.41 The Employer shall be responsible for the administration of the call-in process.
- 9.42 Weekly record of call-in activity shall be maintained (i.e. Hours Worked, status of contacts, etc).
- 9.43 Employees who relocate to another centre/Location shall be inserted on the call-in list at the new centre/Location by Seniority.
- 9.44 Employees may work extra shifts in another centre/Location on a first come first served basis with centre/Location management approval from both centres/Locations. The exception shall be Calgary Co-operative and Calgary Co-op Wines Spirits Beer Employees may only work extra shifts within their respective division. The Employee shall advise centre/Location Management if the extra shift(s) will incur overtime.
- 9.45 All Hours Worked in another Classification shall be credited to the Employee's Substantive Position.

### **BACK UPS**

- 9.46 Wherever back-ups are required, the Employer shall determine how many are required at any given time.
- 9.47 Back-ups are recruited from within the department first then from within the rest of the centre/Location.
- For Liquor Locations only back-ups are recruited from within the Liquor Locations.
- 9.48 The most senior out of those Employees interested (as per clauses 9.46 and 9.47 above) who meet the Merit and minimum qualifications as per the selection process (Article 10.23) shall be trained as back-ups.
- 9.49 Shifts for back-ups shall be rotated fairly in order to maintain their skill level. There is no time limit on how long an Employee can remain a back up for filling shifts.

### **REQUESTED TIME OFF PROCEDURE**

- 9.50 Employees requesting time off (RTO) shall provide at least four (4) weeks notice in advance of when they would like the time off. Employees may request time off (RTO) by placing their request in an RTO book or electronic equivalent maintained by the Employer. This book or electronic equivalent shall be kept in an area that is accessible to all staff.
- 9.51 The granting of RTO's is subject to Operational Requirements and must be approved by the Employer. In addition, the approval of RTO's is subject to the Employer fulfilling the requirements of Article 9 for all employees within their department.

- 9.52 The minimum guaranteed hours can never be reduced subject to clause 9.04.
- 9.53 Subject to approval, RTO's shall be granted on a first come first served basis, recognizing fair and reasonable distribution of such requests. RTO's received at the same time shall be granted in Seniority order recognizing fair and reasonable distribution.
- 9.54 Leaves are granted in the following order: vacation, lieu, and then RTO's. Once a leave request is approved, it can only be changed through mutual agreement.

### **POSTING OF SCHEDULES**

- 9.55 Schedules shall be in Seniority order for A and B Employees in the Classification. The schedules for C Employees shall be in Seniority order in the Classification.
- 9.56 Weekly posted schedules shall include all shifts, Positions, Category, last day off, last weekend off, maximum preferred hours, and percentage allocation of hours. These shall be in ink or be photocopied and marked "original". There shall be three (3) weeks of schedules posted at all times, consisting of the current week and the following two (2) weeks. New schedules shall be posted prior to 6:00 p.m. on Fridays.
- 9.57 Employees shall be given a minimum of twenty-four (24) hours notice of "any" change to the posted schedule except in emergency cases or by mutual agreement. It shall be the Employer's responsibility to notify each Employee verbally of any changes in the posted schedule that directly affects them. Changes shall not negatively affect the Employee's minimum guaranteed hours. The Employer shall be reasonable in the application of this clause.
- 9.58 The manager, or their designate, and the Employee shall initial any and all changes to the schedule. There shall be no "white-out" used on posted schedules.

## **ARTICLE #10 – PLACEMENTS: VACANCIES, PROMOTIONS AND TRANSFERS**

### **GENERAL**

- 10.01 A vacancy shall be defined as any new Position or any existing Permanent or temporary, full-time, part time, or casual Position that is not occupied by an Employee. The Employer shall determine whether or not a vacancy is filled.
- 10.02 C Category Positions in the Gas Bar and Front End Service Clerk Classifications do not need to be posted. Any Employee wishing to move to a C Category Gas Bar or Front End Service Clerk may submit a posting application for the Position at a selected centre/Location(s). They shall be placed, subject to their availability meeting Operational Needs.

### **POSTING OF POSITIONS**

- 10.03 The Employer shall display all unionized postings on all secured bulletin boards for five (5) consecutive calendar days. A copy shall be sent to the Union. Should the Employer create a computer based posting/application system, it is understood that postings may no longer be displayed on bulletin boards.
- 10.04 The notice of the posting referred to in clause 10.03 above shall contain the following information:
- a. Duties and relevant qualifications as outlined in the job description;
  - b. Category and minimum hours guarantee;
  - c. Centre/Location of the Position; (except full-time Supervisor postings)
  - d. Wage range;
  - e. The working of Midnight Shifts, if required.

- 10.05 The Employer shall accept applications in writing for the duration of the posting and shall consider all internal applications. Employees wishing to apply for the posted Positions shall do so on a form provided by the Employer. Should the Employer create a computer based posting/application system, it is understood that applications may be no longer be accepted in writing.
- 10.06 Subject to clauses 10.30 & 10.31, Employees who are absent from the workplace may apply for potential vacancies that may occur during their absence. Such application shall be in writing and submitted to Human Resources prior to or during the Employee's absence. This notice shall expire upon the Employee's return to work.
- 10.07 If there are no applicants from within the bargaining unit or applicants do not meet the minimum qualifications and an acceptable level of Merit, Fitness and Ability, the Employer may recruit from outside of the bargaining unit. This does not apply to Supervisor postings.
- 10.08 Except for Supervisor postings, the Employer shall repost the position within forty-five (45) calendar days if the Position is not filled prior to that.

### **TEMPORARY VACANCIES**

- 10.09 Temporary Appointments shall only be utilized to replace Employees away due to illness, injury, any form of leave(s), or any Temporary vacancy of an existing Permanent Position.
- 10.10 Should a temporary vacancy need to be filled permanently, the Employee shall have the option of remaining in the position or reverting to their Substantive Position held prior to receiving the Temporary Appointment. Should the Employee choose not to remain in the position, it shall be posted and filled through the posting process.
- 10.11 All Hours Worked in a Temporary vacancy shall be credited to the Substantive Position upon return.

### **TEMPORARY POSITIONS**

- 10.12 Temporary Positions may be utilized for Operational Requirements for a maximum period of one hundred and twenty-five (125) days. If the temporary position is required longer than 125 days the company and the union may mutually agree to an extension.
- 10.13 Should the company determine that a temporary position needs to be filled permanently it shall be reposted and filled through the posting process.
- 10.14 When a Temporary Position is completed, the incumbent shall return to his/her Substantive Position held prior to receiving the Temporary Position.
- 10.15 All Hours Worked in a Temporary Position shall be credited to the Substantive Position upon return.

### **ORDER OF PLACEMENTS**

- 10.16 The order of placements shall be:

- a. Transfers
- b. Selections

Situations arising from Article 10.17 may be considered in conjunction with applicants and/or vacant positions.



## **ACCOMMODATIONS**

10.17 The duty to accommodate arises as part of the obligation not to discriminate against an Employee. The Employer and Union agree to make every reasonable effort, short of undue hardship, to accommodate an affected Employee.

The following shall be considered when accommodating Employees with a disability:

- a. The Employer shall offer temporary modified duties to an Employee with a temporary disability within their Position and/or centre/Location providing supporting Medical Documentation has been provided. Any temporary accommodation exceeding ninety (90) cumulative calendar days within a one (1) year period from the date of the initial accommodation (whether consecutive or not and regardless of the reason for the accommodation) shall not include a guaranteed rate of pay, hours, or centre/Location; however, the Employer shall endeavour to place the Employee into a Position which would minimize any loss in earnings.
- b. When it has been medically determined that an Employee's medical restriction(s) is Permanent, a meeting shall occur with the Employer, the Union, and the affected Employee to determine how to fulfill the duty to accommodate; including, but not limited to, modifying current duties, placement to another Classification or modifying other Classification duties. The Employer shall endeavour to place the Employee into a Position which would minimize any loss in earnings and/or benefit entitlement.

## **TRANSFERS**

10.18 Transfers are movements within a Classification with the exception of clauses 10.19 and 10.20. Transfers for all posted Positions shall be considered upon application, including movements to a part-time and/or full-time Position, and shall be awarded on the basis of Seniority subject to clauses 10.26, 10.28, & 10.30. Transfers shall be awarded within seven (7) days of the posting deadline, unless due to justifiable circumstances.

10.19 Supervisors applying on a related subordinate Classification to the Substantive Position they currently hold shall be considered as Transfer applicants (i.e. department supervisor to department utility).

10.20 Employees who completed the class trial period in the Classification they are applying to shall be considered a Transfer applicant when applying back to a Classification in which they have worked within the past six months, subject to having completed a Classification trial in their current Classification.

## **SELECTIONS**

10.21 Selections are movements from one Classification to a different Classification.

10.22 Selections for all posted Positions shall be made within twenty-eight (28) days of the posting deadline, unless there are justifiable circumstances otherwise.

10.23 Subject to clauses 10.26, 10.28, 10.30 & 10.31, all selections shall be made on the basis of Merit, Fitness and Ability to perform the work as determined by Human Resources through an assessment process. The senior applicant shall be selected where Merit, Fitness and Ability to perform the work is comparable.

10.24 Merit, Fitness and Ability shall be assessed utilizing an appropriate combination of selection processes and tools. The assessment shall be used to determine whether or not a candidate shall be eligible for advancement and may include performance appraisals, reference checks, OCR, interviews, skill tests, suitability to meet environmental conditions of the job description, CIR's and discipline record.

- 10.25 Appointments to any Supervisor position will be at the discretion of the Employer. These appointments are not subject to any clauses in the collective agreement which refer to Merit, Fitness and Ability or Seniority in the selection process.

### **OTHER CONSIDERATIONS**

- 10.26 An Employee shall remain in their current Position for a minimum period of ninety (90) days before being considered for another Position, unless there are no applicants from within the bargaining unit who meet the minimum qualifications and an acceptable level of Merit, Fitness and Ability. The exception to this is when a new Position would result in an increase in the hourly rate of pay or guaranteed hours of work from their Substantive Position. Other exceptions may be considered by mutual agreement between the Employer and the Union.
- 10.27 An Employee who applies for a Position in the same Classification, in the same centre/Location, in which he/she is currently serving a Classification trial period, shall be considered in conjunction with other selection applicants. If he/she is the successful applicant, they shall continue on the Classification trial period in the new Position.
- 10.28 At the posting deadline, Employees on initial probation or Classification trial period shall only be considered by the Employer for the Position prior to recruiting externally, with the exception of clauses 10.26 and 10.27.
- 10.29 Employees who do not pass mandatory training or class trial period, which forms part of the minimum qualifications (i.e. Cashier Training), must wait four (4) months before being considered for the same Classification again.
- 10.30 In order for an Employee to be considered for the Position that they are applying for, they must, subject to clause 10.31, be available for work and be able to perform the full duties of the new Position within two (2) weeks. For postings, this shall be within two (2) weeks of the posting deadline.
- 10.31 Pursuant to clause 10.17, the two (2) week availability requirement above may be varied for Employees entitled to accommodation or on maternity and parental leave. The Position may be filled temporarily in accordance with this article if such Employee is awarded the Position.
- 10.32 Subject to clause 10.33 Employees away from the workplace up to one (1) year due to illness, injury or any form of medical leave(s) who are medically assessed as being fit to return to their Substantive duties shall be returned to their Substantive Position. Employees who are medically assessed as being fit to return to work, but not to their Substantive duties, shall be considered in accordance with the duty to accommodate.
- 10.33 After one (1) year of absence due to illness, injury or any form of medical leave(s), once an Employee is medically assessed as being fit to return to work, he/she shall be considered in accordance with the duty to accommodate. Seniority shall cease to accumulate after two (2) years of absence until the Employee recommences active employment.
- 10.34 The successful candidate on the job posting shall be informed verbally and in writing. All other applicants shall be informed of the decision in writing through the weekly recruitment bulletin posted in each centre/Location.
- 10.35 Upon request, the Employer shall inform all unsuccessful applicants, in writing, of the reasons for not being awarded the Position. Upon request, an Employee is entitled to receive all documentation and information related to him/her that was considered during the assessment process. The Union is entitled to request and receive all documentation and information related to all of the applicants.

10.36 The Union shall be notified of all Employee movements in the Company.

**TRAINEE PROGRAM (With exception of Meat Cutters see LOA #1)**

- 10.37 Trainee Positions shall be filled through the standard posting process. Trainee Positions may be posted along with the corresponding regular Position for the same centre/Location. Should the regular Position be filled, the trainee posting may also be filled or the trainee posting cancelled. Employees currently in the Classification shall not be appointed to the trainee Position in that Classification.
- 10.38 The training centre/Location and the final centre/Location placement shall be identified on the job posting.
- 10.39 The training program shall be either twelve (12) or seventeen (17) weeks in duration. Trainee Positions shall have a minimum guarantee of thirty-two (32) hours per week. The wage shall be established as per Schedule "C" Pay Notes.
- 10.40 If the Employer determines that the Employee does not meet the minimum performance standards after a minimum of four (4) weeks the Employee shall revert back to their former Classification in accordance with clause 11.07 (Probation/Trial Period).
- 10.41 If the Employee decides after working four (4) weeks and before completing seven (7) weeks that they are not suited to the new Position the Employee shall revert back to their former Classification in accordance with clause 11.08 (Probation/Trial Period) .
- 10.42 Employees, who terminate their participation in or are reverted from the training program by the Employer, shall be precluded from bidding on the same trainee Position for four (4) months from the date of leaving the training program.
- 10.43 Upon successful completion of the training program, the Employee shall be placed into the Classification at the centre/Location specified on the posting. The Employee shall then be considered to have passed the Classification trial period.
- 10.44 Employees who successfully complete the training program shall be prohibited from bidding out of the Classification for one (1) year following the date they are placed into the Classification.
- 10.45 Employee hours in the department where the training occurs shall not be reduced to offset the trainee hours.

**COMPANY INITIATED RELOCATIONS**

- 10.46 Where the Employer determines through an investigation that an Employee is required to move for urgent labour relations reasons the Employee shall be advised of this Article. The following process shall be utilized:
- a. The Employee required to move for urgent labour relations reasons may be relocated anywhere in the Company (not including centres/Locations outside the City of Calgary unless mutually agreed) on a temporary basis.
  - b. The Employer shall canvass the Company (not including centres/Locations outside the City of Calgary unless mutually agreed) for a volunteer within the same Classification and guaranteed hours to relocate. If more than one volunteer is found the senior Employee shall relocate.
  - c. If there are no volunteers identified, the most junior Employee within a 15 kilometre radius in the same Classification and guarantee of hours shall be relocated (not including centres/Locations outside the City of Calgary). The employee will be given first consideration to return to their previous position and center should it be posted within 180 days. It is the employee's responsibility to notify the employer they want to return.

- d. Employees forced to relocate from outside the City of Calgary centre/Locations shall be handled on a case-by-case basis.
- 10.47 Company initiated relocations may be utilized for staffing shortages, experience / job knowledge and training issues. Employees shall be relocated to other centre/Locations identified by the Employer without activating Article 14 (Employee Displacement). The following process shall be utilized:
- a. The posting process (internal/external) has been exhausted
  - b. Meeting with the affected Employees, and the Union Executive to advise the Employee of the relocation options including;
    - i. The Employer shall canvass Employees to determine if there are any volunteers to relocate;
    - ii. In the absence of volunteers, Employees shall be selected in reverse order of Seniority within a 15 km radius. The employee will be given first opportunity to return to their previous classification and center should it be posted within two (2) years unless the employee has accepted another position after the relocation. It is the employee's responsibility to notify the employer they want to return.
  - c. At the discretion of the Employer, Supervisors in full-time positions may be relocated without following the process outlined in (a) or (b) above. Employees in full-time Supervisor positions on the date of ratification may only be moved to a centre/location within a fifteen (15) kilometer radius of their current centre/location. This distance may only be exceeded by mutual agreement.
- 10.48 The Employer agrees to consider an Employee's request not to accept such relocation.

## **ARTICLE #11 - PROBATION / TRIAL PERIOD**

### **NEW EMPLOYEE / INITIAL PROBATION**

- 11.01 New Employees shall be on initial probation for seventeen (17) consecutive calendar weeks. Head Office Employees shall be on initial probation for twenty-six (26) weeks. Weeks where the Employee has no work hours will not count towards the probation period.
- 11.02 New Employees on initial probation shall be provided two (2) mandatory formal probationary reviews delivered prior to weeks six (6) and twelve (12) with the exception of Head Office Positions which shall be prior to weeks nine (9) and seventeen (17). There shall be a minimum of four (4) weeks between reviews. Reviews not given within the above time frames shall not result in the Employee being deemed to have passed or failed probation. These reviews shall cover attendance, performance and behaviour and Employees shall be given the opportunity to improve where necessary. New Employees may be terminated at any time during the probationary period for failing to meet job requirements provided they have received at least one (1) warning prior to dismissal. However, a serious infraction, at any time during the initial probationary period may result in the dismissal of a new Employee without warning.
- 11.03 The decision as to whether or not to retain the above Employee's services shall be the sole right of the Employer and any termination occurring during that period shall not be subject to Article 23 (Grievance Procedure) of this Agreement.

### **CLASSIFICATION TRIAL PERIOD**

- 11.04 Employees who accept a Position outside of their Classification shall be on a Classification trial period for:
- a. Twelve (12) consecutive calendar weeks for all Classifications except b. below.
  - b. Seventeen (17) consecutive calendar weeks for all Supervisor, Bakery Decorator, and Meat Cutter Positions.
- 11.05 Employees on a Classification trial period shall be provided two (2) mandatory formal trial period reviews regarding performance, as follows:
- a. The twelve (12) week trial period reviews shall be delivered prior to weeks four (4) and eight (8). There shall be a minimum of four (4) weeks between reviews.
  - b. The seventeen (17) week trial period reviews shall be delivered prior to weeks six (6) and twelve (12). There shall be a minimum of four (4) weeks between reviews.
- Employees shall be given the opportunity to improve where necessary during their trial period. Attendance and behaviour issues shall be dealt with through progressive discipline. Reviews not given within the above time frames shall not result in the Employee being deemed to have passed or failed their class trial.
- 11.06 Employees who have successfully completed a Classification trial period in a permanent or Temporary Position shall not be required to repeat the trial period in that Classification for a period of twenty-four (24) months after leaving the Classification.

### **CLASSIFICATION TRIAL PERIOD REVERSION**

- 11.07 If the Employer determines that the Employee does not meet the minimum performance standards through the Classification trial period reviews, the Employee shall revert to his/her former Classification, rate of pay, guaranteed hours, and where possible, former centre/Location. Employees may waive their guaranteed hours in order to return to their original centre/location should the Employer deem there is a position available. Where it is not possible to place an Employee in their original Location, an alternate solution may be mutually agreed to by the Employer and the Union.
- 11.08 If the Employee decides after working four (4) weeks and before completing seven (7) weeks that he/she is not suited to the new Position, the Employee shall revert to his/her former Classification, rate of pay, guaranteed hours, and where possible, former centre/Location. Employees may waive their guaranteed hours in order to return to their original centre/location should the Employer deem there is a position available. If the initial review is not delivered within the prescribed time frames, the reversion period shall be extended accordingly. Where it is not possible to place an Employee into the original centre/Location, an alternate solution may be mutually agreed to by the Employer and the Union.

### **EXTENSIONS**

- 11.09 If an Employee is on any authorized leave or modified work duties during either the initial probation or Classification trial period the probation/trial period shall be extended by the length of the authorized leave or modified work period. The Employer shall consult with the Union regarding the extension due to the modified work period. Any other extensions shall only be through mutual agreement between the Employee, the Employer and the Union.

## **ARTICLE #12 - SENIORITY**

- 12.01 Seniority for all Employees shall be defined as the length of continuous service with the employer in the bargaining unit.
- 12.02 Seniority shall be the principle of granting preference to Employees in Transfers, displacement, vacations and other such working conditions, as set out in other provisions of this Agreement.
- 12.03 Seniority shall begin accumulating on the date an Employee is hired. When two (2) or more Employees are hired on the same date, their Seniority shall be determined by alphabetical order of surname at date of hire. Where the last name begins with the same letter, the next letter shall be used. Where the last names are the same, the first name of the Employee shall be used.
- 12.04 Seniority shall be broken and all rights forfeited when:
- a. An Employee voluntarily leaves the services of the Employer.
  - b. An Employee is dismissed by the Employer for just cause.
  - c. An Employee fails to return to work on recall after layoff within fourteen (14) consecutive days of the date of delivery of a priority courier letter to the last known address and is deemed to be terminated.
  - d. An Employee is not recalled within twenty-four (24) consecutive months of a layoff.
- 12.05 The fourteen (14) consecutive days and twenty-four (24) consecutive months deadlines contained in c. and d. above respectively, shall be extended if upon recall an Employee is unable to work due to illness, injury or for justifiable reasons. An extension granted shall only be for the duration of the illness, injury or justified absence and the Employer may require the Employee to provide detailed written confirmation of the justifiable reason or confirmation from a physician for illness or injury.
- 12.06 Any former Employee who is Rehired into the bargaining unit within ninety-two (92) consecutive days shall have his/her Seniority Reinstated/protected, which affects the following:
- a. Calculation of entitlement to benefits, including accrual of vacation and sick leave. The previous vacation balance shall not be Reinstated. An Employee's sick leave credits shall not be Reinstated with the exception of clause 14.26 (Employee Displacement).
  - b. Eligibility waiting periods for benefits shall be waived providing the Employee was on benefits prior to leaving.
  - c. Reinstatement of time credited towards benefit qualification prior to leaving.
  - d. Former Seniority Hours Worked shall be applied in calculating the Employee's pay step for his/her new Position.
- 12.07 An Employee may accept temporary excluded Position(s) for up to one hundred and eighty (180) total collective days. During this period, Seniority shall cease to accumulate and the Employee's Seniority date shall be adjusted accordingly. Upon expiry of this Temporary Position, the Employee shall return to his/her Substantive Position. An Employee who exceeds one hundred and eighty (180) total collective days within eighteen (18) consecutive calendar months shall forfeit all bargaining unit rights including reversion rights.

- 12.08 The only exception to clause 12.07 above shall be for:
- a. An Employee who temporarily replaces an excluded person for the purposes of covering Maternity/Parental leave. Employees who accept a temporary excluded Position under clause 12.07 may continue under clause 12.08(a.) if it is for the same situation. This period shall not exceed fifty-two (52) consecutive weeks. An Employee who exceeds fifty-two (52) consecutive weeks shall forfeit all bargaining unit rights including reversion rights. An Employee who accepts another temporary excluded Position before he/she has returned to the bargaining unit for a minimum of twenty-four (24) consecutive calendar months shall forfeit all bargaining unit rights including reversion rights.
  - b. After consultation and agreement with the Union, an Employee who temporarily replaces an excluded person for the purposes of covering for Long Term Disability or Worker's Compensation leaves. Employees who accept a temporary excluded Position under clause 12.07 may continue under clause 12.08(b.) if it is for the same situation. This period shall not exceed fifty-two (52) consecutive weeks. An Employee who exceeds fifty-two (52) consecutive weeks shall forfeit all bargaining unit rights including reversion rights. An Employee who accepts another temporary excluded Position before he/she has returned to the bargaining unit for a minimum of twenty-four (24) consecutive calendar months shall forfeit all bargaining unit rights including reversion rights.
- 12.09 An Employee who accepts a Permanent excluded Position shall maintain reversion rights to the bargaining unit for up to ninety-two (92) total collective days. During this period Seniority shall cease to accumulate. At the end of ninety-two (92) days all Seniority rights shall be forfeited including reversion rights. The Employee's Seniority date shall be adjusted accordingly if he/she returns to the bargaining unit within ninety-two (92) days.
- 12.10 External persons placed in work experience or Government funded programs shall not accumulate Seniority until becoming a member of the bargaining unit.
- 12.11 Overtime shall be accumulated towards Seniority hours at one (1) hour for each overtime hour worked. Overtime Hours Worked prior to February 25, 2007 shall not be included in the calculation of Seniority hours.
- 12.12 The parties agree that employees who work for the Company's Wine Spirits Beer liquor division cannot work in any other Calgary Coop department/division at the same time.

### **ARTICLE #13 - PERSONNEL FILE**

- 13.01 An Employee may examine his/her personnel file, which includes the medical and recruitment files, and shall have access to all documentation upon request. The contents of the personnel file shall only include documentation that the Employee is aware of and/or has signed. Feedback on work record sheets shall be signed by the Manager/supervisor and the Employee. Work record sheets shall become part of the Employee's file. Signatures shall indicate receipt of the documentation but not necessarily agreement. This shall be done at an arranged time and in the presence of the Employer. Except where relating to a grievance, this shall be on unpaid time. The Employee may request that any full-time Union Executive or their designate be present at the time of such examination. An Employee or any full-time Union Executive or their designate shall be permitted to take copies of any portion of the file, except for the medical file, which requires written consent from the Employee.

- 13.02 No Employee shall be permitted to have access to any other Employee's file. For the performance of their duties, supervisor Classifications may have access to their direct subordinates' work record, performance appraisals and work plans.
- 13.03 Each time the Employee is not present, he/she shall provide written consent permitting an AUR to examine such file or take copies of any portion of the file. This written consent shall then form part of the Employee's personnel file.
- 13.04 Full-time Union Executive shall have access to the relevant portions of an Employee's personnel file related to grievance and other special investigations, excluding any medical documents.
- 13.05 Where discipline has not been applied, investigative documents and materials shall not form part of any personnel file.

#### **ARTICLE #14 – EMPLOYEE DISPLACEMENT**

- 14.01 Employee displacement shall occur as a result of, but not be limited to, a layoff, technological change, significant changes to Classifications, Classification elimination or centre/Location closures. Employee displacement may occur as a result of a reduction of centre/Location hours of operation.
- 14.02 Technological change shall be defined as any substantive change in the work, undertakings or business of the Employer in its operation. These changes in nature, type or quantity shall include but are not limited to equipment, materials or programs introduced by the Employer.
- 14.03 Classification elimination shall be defined as the permanent removal of all duties of a Classification within the Employer. The Employer shall inform the Union of Classification elimination in writing. Reorganization of any or all duties of a Classification within the Employer which does not result in an Employee being reclassified into a Position or Classification with a lower rate of pay shall not be considered Classification elimination.
- 14.04 Layoff shall be by reverse order of Seniority, with no distinction between categories (A, B, C). Initial displacement notice shall be given to the Classification, department and centre/Location affected. Recall shall be by order of Seniority. As a result of Employee displacement, department(s) may require Restructuring.
- 14.05 The Employer shall make every reasonable effort to redeploy any affected Employees within the organization. All Employees in Temporary Positions in the affected department(s) shall be returned to their Substantive Positions prior to any displacements occurring.
- 14.06 The Employer shall offer the Employee Assistance Program (EAP).

#### **FORMAL NOTICE**

- 14.07 No meetings shall be conducted without the presence of a full-time Union Executive, or their designate.
- 14.08 The Employer shall notify and meet with the Union no less than forty-five (45) days prior to the effective date of displacement. This meeting shall be to have meaningful discussion regarding the reorganization, anticipated impact upon the Employees, establish a procedure regarding the application of this Article and arrange meetings to notify affected Employees. The Employer shall advise the Union of the names and the Classifications of all Employees prior to their notification.



- 14.09 Subsequent to clause 14.08, general information meetings for directly affected Employees shall occur to provide formal written notice, effective date of displacement, information concerning options listed in clause 14.14, and to arrange individual meetings. These general information meetings shall occur no less than thirty (30) days prior to the effective date of displacement.
- 14.10 Any Employees who may be indirectly affected shall receive a letter or be notified by general notice no less than fourteen (14) days prior to the date of displacement.
- 14.11 The notice periods in clauses 14.08, 14.09 and 14.10 shall be waived in disastrous situations (i.e. events resulting in the inability to operate a centre/Location).
- 14.12 Directly affected Employees who are absent from the general information meeting and indirectly affected Employees who are absent from the workplace shall receive a letter by priority courier in accordance with clause 14.09 or 14.10.
- 14.13 Individual meetings between each affected Employee, a representative of the Employer and a full-time Union Executive, or their designate shall occur to provide specific information with respect to options as outlined in clause 14.14. These meetings shall be arranged in Seniority order. Employees who will be absent from the workplace for their individual meeting shall notify the Employer of their absence and provide an alternate contact. The Employer shall disclose all information as outlined in clause 14.14 with respect to Seniority lists, vacancies, and severance amounts. Employees on initial probation shall be laid off first and are not entitled to the provisions of this Article.

#### **EMPLOYEE OPTIONS**

- 14.14 Employees subject to a displacement of more than ninety (90) consecutive calendar days shall have the option of any of the following:
- a. Accepting layoff and retaining the right of recall for up to two (2) years; or
  - b. Bumping any less senior Employee within the same Classification and same or lower Category (A, B, C). An Employee who chooses this option shall provide his/her bumping choices to the Employer in order of preference. The order of preference identified is final. If the Employee is successful in bumping, the provisions of this article shall no longer apply to that Employee. Any Employee bumped shall be entitled to the provisions of this Article; or
  - c. Affected Employee(s) with no bumping options in their Classification may bump the most junior Employee in the same or lower Category (A, B, C) in any Classification with an equal or lower top rate of pay within the Employer, providing the Employee meets the Merit, Fitness and Ability (which includes the minimum qualifications). Any Employee bumped shall be entitled to the provisions of this Article.
  - d. Eligible Meat Cutters and Cake Decorators who have been laid off /displaced and are unable to secure a vacant Position within their Classification and their guarantee of hours may elect to be laid off without recall rights and accept severance in accordance with clauses 14.24 and 14.25 without all other options being exhausted. The Employer agrees to consider an Employee's request not to accept such relocation.

An Employee shall notify the Employer of his/her decision in writing of which option(s) he/she shall exercise, in order of preference, within four (4) days of his/her individual meeting referred to in clause 14.13. The order of preference identified is final. The Union shall be copied on each decision.

An Employee selecting option b. or c. shall have that option listed as their first preference, which may be followed by option a.

Employees who do not notify the Employer as outlined above shall be bypassed and relinquish the right to bump in order of seniority. Employees who submit their options late shall only be eligible to bump junior employees remaining at the date proper notification was given.

- 14.15 Employees who have not been successful in exercising options in 14.14(b.) and (c.) by the effective date of displacement shall be deemed to have elected option 14.14(a.) for the purposes of this article.
- 14.16 Any Employee redeployed into a different Classification shall receive a Classification trial period.
- 14.17 Displaced Employees may apply on posted Positions in accordance with Article 10 (Employee Placement) at any time. If the Employee is awarded the Position, the provisions of this Article shall no longer apply to that Employee.
- 14.18 An Employee, who is absent from the workplace and fails to provide written notice of his/her intention to bump within four (4) days of his/her scheduled meeting, shall relinquish the right to bump. Upon the Employee's return to work, the four (4) day decision-making period shall be appropriately provided to exercise his/her options under clause 14.14(a.) above or apply for postings.

#### **RECALL RIGHTS**

- 14.19 Employees shall provide the Employer with a contact number, alternate number and current postal address.
- 14.20 In the event of a vacancy arising when there are Employees on layoff and recall, such laid off Employees shall be recalled in order of Seniority for their original Classification or for a different Classification that they have chosen to be recalled for. Employees must meet the Merit, Fitness and Ability, which includes the minimum qualifications, prior to being placed on the recall list for a different Classification. A recall list shall be maintained by the employer.
- 14.21 Employees who have been offered Alternative employment with the Employer shall have the right to exercise their recall rights to their Substantive Position, excluding centre/Location in the event of a store closure, for a period of twenty-four (24) consecutive months from the date of offer. Acceptance of a Position in a different Classification does not waive the rights of recall to the original Position. Employees who decline a recall to a different Classification shall have this Classification removed from their recall list.
- 14.22 An Employee who is not available within two (2) weeks of recall without justification, shall forfeit all rights to recall.

#### **SEVERANCE PAY**

With the exception of 14.14(d.) and 14.25 Severance shall only be provided to applicable laid off/displaced Employees who were unable to secure another Position with the Employer which does not result in an Employee being reclassified into a Position with a lower rate of pay.

- 14.23 The Employer agrees to pay severance to displaced Category A and B Employees who have passed initial probation (regardless of years of service) and Category C Employees with fifteen (15) years or more of service due to Classification elimination and technological change at their regular rate of pay in the amount of one (1) week per year of service or part thereof. Any portion thereof shall be pro-rated. The formula for calculating severance shall be the current regular rate of pay multiplied by the Average

Hours paid for the last fifty-two (52) paid weeks. In cases of unpaid leaves of absence longer than fifty-two (52) weeks, the previous fifty-two (52) paid weeks shall be used.

- 14.24 In addition to clause 14.23, there shall be increases to the severance pay to reflect Seniority according to the following formula. Employees with fifteen (15) years or more of service shall receive an additional severance amount of two hundred dollars (\$200.00) for every full year of completed service. (i.e. An 18-year Employee shall receive an additional thirty-six hundred dollars (\$3600.00) over the severance amount in clause 14.23).
- 14.25 Category A, B, and C Employees with fifteen (15) years or more of service being displaced due to centre/Location closures shall be offered severance packages in accordance with clauses 14.23 and 14.24. The Employer shall determine any additional severance packages to be offered.
- 14.26 In the event an Employee exercises the severance option and is re-hired within ninety-two (92) consecutive calendar days, any severance shall be repaid. In addition to receiving the benefits of clause 12.06 (Seniority), the Employee's sick leave credits shall be reinstated.

#### **TEMPORARY CLOSURES/TEMPORARY LAYOFFS**

- 14.27 The Employer shall provide as much notice as possible and shall meet with the Union Executive prior to any temporary closures/layoffs. The Employer shall advise the Union of the names and Classifications of all Employees affected prior to the notification. All meetings with these Employees shall be conducted with a full-time Union Executive or their designate present.
- 14.28 For the purposes of this Article, temporary shall be a period of less than ninety (90) consecutive calendar days. Employees, subject to a displacement of less than ninety (90) consecutive calendar days, shall be given the following options to be temporarily accommodated in Seniority order:
- a. Being placed in their own centre/Location in another Classification provided they meet the minimum qualifications; or
  - b. Being placed in other centres/Locations in their own Classification; or
  - c. Being placed in other centres/Locations in another Classification provided they meet the minimum qualifications; or
  - d. Receive a temporary layoff with rights to recall, at the Employee's option only.

The Employer shall determine the availability of options a. through c., however, a minimum of one (1) of the options a. through c. shall be offered in conjunction with option d.

- 14.29 In the event the temporary closure/temporary layoff exceeds ninety (90) consecutive calendar days affected Employees shall be entitled to the provisions of clauses 14.14 to 14.18. The Employer and the Union may mutually agree to extend the provisions in clause 14.28 above for longer than 90 days.

#### **OTHER CONSIDERATIONS**

- 14.30 External applicants who are hired into Temporary Positions/Vacancies that do not become Permanent shall not be entitled to the provisions of this Article. These Employees shall receive two (2) weeks notice of the Employer's decision to terminate the Position/Vacancy resulting in the termination of their employment. (See Article #2; Definitions – Temporary Employee).

## **ARTICLE #15 – EMPLOYEE BENEFITS**

- 15.01 The Employer's policies (in accordance with the bylaws of the plans concerned) of providing Pension, Extended Health Care Insurance, Life Insurance, Dental Insurance, and Long Term Disability Insurance shall be continued during the term of the Agreement. The Parties agree there shall be no reductions in coverage to the above noted insurance plans without mutual agreement.
- 15.02 The Employer shall continue to provide the same number of uniforms and pieces as per the Employer's policy in effect on October 3, 2013. The Employer shall inform the Union prior to any changes in the composition of the uniform.
- 15.03 For full-time Employees the Employer shall pay one hundred percent (100%) of the premiums for Extended Health Care Insurance, Dental Insurance, the first ten thousand dollars (\$10,000) of Life Insurance, fifty percent (50%) for Long Term Disability Insurance and the remaining Life Insurance. Full-time Employees are responsible for paying one hundred percent (100%) of the Life Insurance premium for dependents.
- 15.04 The Employer agrees to extend Dental and Extended Health Care Insurance to part-time Employees based upon the following conditions:
- a. Part-time Employees must join the part-time benefit plan after six (6) months continuous employment. These benefits shall be compulsory for all Employees fulfilling the above requirements, except those who can prove similar coverage elsewhere.
  - b. Upon fulfilling the requirement in a. above, the part time Employee shall be placed on coverage with the Employer paying fifty percent (50%) and the Employee paying fifty percent (50%) of the premiums. Employees who have elected to participate in the benefit plan may discontinue participation in the plan following proof of similar coverage elsewhere.
  - c. Upon an Employee providing proof of their discontinued coverage elsewhere, they may, within thirty (30) calendar days of such discontinuance, elect to enroll or re-enroll in the part-time benefit plan.
- 15.05 Casual Employees shall not be eligible to participate in the benefit plan(s) with the exception of:
- a. Casual Employees participating in the part-time benefit plan prior to June 30, 2010 shall continue to participate in the part-time plan provided they maintain an average of twenty-four (24) Paid Hours or more per week per year. Such casual Employees failing to maintain the above-mentioned average shall be removed from the benefits plan and shall not be eligible to re-qualify to participate in the benefits plan as a casual Employee.
  - b. Casual Employees hired prior to May 1, 1994 and who are participating in the part-time benefits plan prior to June 30, 2010 must maintain an average of sixteen (16) Paid Hours per week per year to remain on the benefits plan. Casual Employees who subsequently cease participation in the part-time plan must average twenty-four (24) Paid Hours per week over a period of six (6) months to re-qualify for participation in the part-time benefit plan.
  - c. For Liquor Locations only, Casual Employees participating in the part-time benefit plan prior to October 3, 2013 shall continue to participate in the part-time plan provided they maintain an average of twenty-four (24) Paid Hours or more per week per year. Such casual Employees failing to maintain the above-

mentioned average shall be removed from the benefits plan and shall not be eligible to re-qualify to participate in the benefits plan as a casual Employee.

- d. Casual Employees as outlined in a., b. and c. above, who vacate a casual Position and subsequently return to a casual Position shall not be eligible to participate in the benefit plan, with the exception of Classification trial period reversion.
- 15.06 Full-time Employees who voluntarily change to part-time status shall revert to part-time benefits on the first of the month following the commencement date of part-time employment. Part-time or casual Employees who change to full-time status shall receive full-time benefits on the first of the month following the commencement date of full-time employment. Life Insurance and Long Term Disability shall commence on the first of the month after the ninety (90) day waiting period. If the Employee was not already on benefits, they shall commence benefits on the first of the month following the ninety (90) day waiting period in accordance with the Employer's policies.
- 15.07 Full-time Employees who are on benefits and reduced to part-time status by the Employer may continue to receive full-time benefits for a period of up to six (6) months from the commencement date of part-time employment.
- 15.08 Employees on benefits who are taking an unpaid leave of absence, including unpaid maternity/parental, reservist leave or who are on layoff and recall shall have their premiums paid in accordance with this Article for the balance of the month:
- a. In order to maintain benefits while on the unpaid leave, Employees shall pay one hundred percent (100%) of the premiums, by providing the Employer with monthly post-dated cheques for the entire leave, two (2) weeks prior to the commencement of the leave. If the post dated cheques are not received prior to the commencement of the leave, the Employee's benefits shall end on the last day of the month for which funds were received. If a post-dated cheque is returned as insufficient funds, the Employee's benefits shall end on the last day of the month for which funds were received.
  - b. Employees who choose not to maintain their benefit premiums while on unpaid leave, either initially or at a later date, shall be required to provide thirty (30) days prior written notice of their return to work to be reinstated on the benefit plan. The Employee shall be reinstated on the benefit plan on the first of the month following their return to work provided the thirty (30) days prior written notice requirement was met. When reinstated, eligibility waiting periods shall be waived and previous level of coverage shall be reinstated.
  - c. Employees who are on maternity/parental leave are not entitled to Long Term Disability benefits during such leave. Where an Employee becomes totally disabled during such leave, provided premiums have been paid, the ninety (90) day waiting period shall commence on the date of disability. Benefits shall begin on the later of the end of the ninety (90) day waiting period or the Employee's scheduled return to work date from maternity/parental leave.
  - d. Employees on unpaid Reservist Leave are not eligible to participate in the Long Term Disability Insurance Plan. The Employee shall be reinstated on the Long Term Disability Insurance Plan on the first of the month following their return to work provided the thirty (30) days prior written notice requirement was met and the Employee was participating in the Long Term Disability Insurance Plan immediately prior to taking unpaid Reservist Leave.

- 15.09 Effective August 3rd, 2014 the company will implement a health spending account (HSA) of \$500.00 per year for Full-time and Part-Time Employees who are on benefits and have completed three years of continuous service on August 1<sup>st</sup> of each year.

On August 1st of each year qualifying Employees shall be allocated \$500.00 for their HSA. Unused HSA credits will carry over into the following year and must be used within that year. It is understood that credits will only roll over for one year and the maximum amount of credits an Employee can have will not exceed one thousand (\$1000) dollars. Employees have until July 31 of each year to use their HSA credits with the exception of a 60 day grace period to submit previous years' expenses. HSA shall cover expenses approved by the Canada Revenue Agency (CRA) that are incurred by the Employee and dependents covered by their benefit plan.

#### **ARTICLE #16 – SICK LEAVE**

- 16.01 Sick Leave is at no cost to the Employee and is only to cover the illness of the Employee.
- 16.02 All A and B Employees shall accumulate one (1) hour sick leave for every twenty-eight (28) Regular Paid Hours subject to the following:
- a. A Employees shall accumulate sick leave in accordance with the above.
  - b. B Employees who have been employed continuously for three (3) years with the Employer shall accumulate sick leave in accordance with the above.
  - c. C Employees shall not accumulate sick leave.
  - d. C Employees changing categories to become B Employees shall start to accumulate sick leave in accordance with the above immediately, provided they have been employed continuously for three (3) years with the Employer.
  - e. C Employees changing categories to become B Employees with less than three (3) years continuous employment with the Employer shall start to accumulate sick leave in accordance with the above after they have been continuously employed by the Employer for three (3) years, i.e. a two (2) year continuously employed Employee shall be required to be employed by the Employer continuously for one (1) additional year to start accumulating sick leave.
- 16.03 Sick leave already earned is retained, regardless of the change in the Category of the Employee.
- 16.04 Employees away because of illness shall be paid such sick leave for all regular shifts missed, up to their total accumulation or until Long Term Disability is approved and accessed. Any net over payment must be reimbursed to the Employer and sick leave taken reinstated.
- 16.05 When the circumstances surrounding the absence cause the Employer to believe that the Employee claiming to be absent because of illness or disability may not be ill or disabled, the Employer may require the Employee to provide Medical Documentation verifying the absence. The cost of such Medical Documentation will be at the expense of the Employee.
- 16.06 The Employer may require an Employee to provide medical documentation verifying their absences due to illness or disability when the duration exceeds two (2) days or the frequency requires justification. The Employer shall reimburse the Employee up to \$40.00 for the cost to procure such Medical documentation unless it is not accepted by the Employer.

16.07 In order for the Employer to assess the validity of Medical Documentation, unless specified otherwise, it must contain:

- a) First and last name;
- b) the date of the visit;
- c) detail of any restrictions and;
- d) the estimated duration of the absence.

## **ARTICLE #17 – MATERNITY, PARENTAL AND ADOPTION**

### **GENERAL REQUIREMENTS**

- 17.01 Any Employee shall be eligible for unpaid, job-protected maternity, parental and/or adoption leave.
- 17.02 Pregnant/Birth mothers shall have the option to access their accumulated sick leave entitlements, with Medical Documentation. After the maternity portion of their absence, the medical leave must be directly attributable to the pregnancy and/or birth in order to qualify for sick leave.
- 17.03 If an Employee is unable to return to work at the end of their leave due to health related reasons, sick leave shall be granted in accordance with Article 16 (Sick Leave).

### **MATERNITY LEAVE**

- 17.04 Maternity leave is defined as a valid health related reason for absence from the workplace due to pregnancy, which may be a combination of health related and voluntary leave. The health related part of maternity leave is where the woman's health condition is in accordance with Article 16 (sick leave).
- 17.05 A birth mother shall be entitled to take up to fifty-two (52) continuous weeks of job-protected leave from employment made up of fifteen (15) weeks maternity leave and thirty-seven (37) weeks of parental leave.
- 17.06 Maternity leave can begin at any time within twelve (12) weeks of the estimated date of delivery, at the Employee's discretion.
- 17.07 If an Employee cannot perform all of the duties of her Substantive Position due to medical reasons, she shall be provided modified work. If these options are not available, a leave shall be granted for which any sick leave benefits shall apply, and she shall maintain the right to return to work up to fifty-two (52) weeks after the birth.
- 17.08 A birth mother that takes both maternity leave and parental leave must take the leaves consecutively.

### **PARENTAL/ADOPTION LEAVE**

- 17.09 An Employee about to become a parent shall be entitled to three (3) days leave. The three (3) days shall consist of one (1) scheduled shift paid by the Employer and two (2) optional unpaid shifts to be taken consecutively including and/or subsequent to the date of arrival. The paid shift shall be the first scheduled shift including or subsequent to the date of arrival at the Employee's discretion. The Employee must inform the Employer of the decision, prior to the end of the paid shift (unless there are extenuating circumstances), regarding the two (2) unpaid shifts.
- 17.10 Parents and/or adoptive parents are entitled for up to thirty-seven (37) continuous weeks of unpaid, job-protected parental/adoption leave, hereinafter referred to as parental leave.
- 17.11 If both parents are Employees, the thirty-seven (37) weeks of parental leave can be taken entirely by one of the parents or can be shared between the parents.

- 17.12 Parental leave can begin at any time after the birth or adoption, but it must be completed within fifty-two (52) weeks of the date the baby is born, or an adopted child is placed with the parent.
- 17.13 Adoptive parents can only take parental leave when they adopt a child under the age of eighteen (18).

#### **NOTICE REQUIREMENTS TO COMMENCE LEAVE**

- 17.14 Employees shall give the Employer at least four (4) weeks written notice to start maternity or parental leave, unless extenuating circumstances or medical conditions, supported by documentation, prevent this.
- 17.15 Employees requesting a deferral to the start date of their leave shall be required to provide Medical Documentation to support such request.
- 17.16 Employees shall be required to submit a certificate from a qualified medical practitioner indicating estimated date of confinement due to pregnancy or in the case of adoption, submit proof of impending adoption.
- 17.17 Employees adopting a child can commence the parental leave with four (4) weeks written notice to the Employer unless the date of the child's placement with the adoptive parents was not foreseeable.

#### **RETURN TO WORK**

- 17.18 Upon completion of the maternity or parental leave, the Employee has the right to return to his/her Substantive Position.
- 17.19 Employees must provide the Employer with at least four (4) weeks written notice to return or change the date they will be returning to work.
- 17.20 If an Employee fails to provide the required notice or fails to report to work the day after the leave ends, the Employer does not have to reinstate the Employee unless failure to notify is due to reasonable circumstances.
- 17.21 If the Employee returns to work within six (6) weeks of giving birth, she shall be required to submit Medical Documentation certifying her to be medically fit to work.

#### **PROTECTIVE PROVISIONS**

- 17.22 Seniority shall continue to accumulate during maternity and/or parental leaves.
- 17.23 Sick leave shall not accumulate during maternity and/or parental leaves.
- 17.24 If an Employee opts to discontinue benefits while on maternity and/or parental leave they shall be reinstated upon her/his return to work from such leave in accordance with clause 15.8(b.).
- 17.25 Employees on benefits who are taking a leave shall have their premiums paid for (Full-time Employees) or cost shared (Part Time Employees) until the end of the month in which the leave commences in accordance with Article 15 (Employee Benefits).
- 17.26 To maintain group benefit coverage for maternity/parental leave, Employees shall make arrangements in accordance with Article 15 (Employee Benefits).
- 17.27 The Employer shall not layoff or terminate an Employee during maternity or parental leave.
- 17.28 Employees on maternity and / or parental leave shall be awarded job selections and / or Transfers in accordance with Article 10 (Employee Placement).



## **ARTICLE #18 - SPECIAL LEAVE**

### **BEREAVEMENT LEAVE**

- 18.01 Employees shall be granted seven (7) consecutive calendar days bereavement leave (scheduled days shall be paid) provided such days are initiated within seven (7) days of the date of death for the death of a spouse, child, stepchild, parent, or stepparent.
- 18.02 Three (3) consecutive calendar days leave (scheduled days shall be paid) provided such days are initiated within seven (7) days of the date of death for the death of a legal guardian, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchild, grandparents or spouse's grandparents.
- 18.03 Management may approve additional unpaid bereavement leave due to extenuating circumstances (i.e. travel required).
- 18.04 If an Employee is entitled to bereavement leave while on vacation or lieu time, the Employee's vacation or lieu day(s) shall be reinstated.
- 18.05 An Employee may request one (1) day unpaid leave to attend the funeral of a friend or a family member not listed in clauses 18.01 and 18.02 above.

### **COURT LEAVE**

- 18.06 An Employee, summoned to jury duty or subpoenaed as a material witness (not a defendant, plaintiff or other complainant), shall receive pay for scheduled hours, at the regular rate, for such days as they were scheduled to work. Any monies paid to the Employee for such duty, which occurs on a regularly scheduled work day, shall be submitted to the Employer by the Employee. The Employee shall report to work when not required by the Court providing there is no less than two (2) hours remaining in their normal work shift. Time worked on the job in excess of eight (8) hours when combined with jury duty or as a material witness (not a defendant, plaintiff or other complainant), in one day, shall be considered overtime.
- 18.07 Time spent by Employees appearing in court, at the request of the Employer, shall be considered as time worked and Employees shall be paid accordingly by the Employer.
- 18.08 The Employer and the Union shall respectively pay for the wages of the witnesses they call to arbitration.

### **COMPASSIONATE LEAVE**

- 18.09 The Employer agrees to provide an unpaid leave of absence up to eight (8) weeks for Employees eligible for the EI Compassionate Care Benefit. This leave is available to Employees who must be absent from work to provide care for a spouse, child, parent, stepparent or stepchild who is seriously ill with a significant risk of death within twenty-six (26) weeks. Requests for extensions will be considered on a case by case basis.

### **RESERVIST LEAVE**

- 18.10 An Employee who is a member of the Reserve Force of the Canadian Forces and who has completed at least twenty-six (26) consecutive weeks of employment with the Employer is entitled to an unpaid leave of absence to take part in those military operations or activities described under the Reservists Leave provisions of the Employment Standards Code.
- 18.11 Unless otherwise stated in this Agreement, entitlement to Reservist Leave shall be in accordance with the rights and obligations set out in the Employment Standards Code.
- 18.12 Seniority shall continue to accumulate during Reservist Leave.
- 18.13 Sick leave shall not accumulate during Reservist Leave.

- 18.14 If an Employee opts not to continue benefits while on Reservist Leave, those benefits shall be reinstated upon the Employee's return to work from Reservist Leave.
- 18.15 Employees on group benefits who are taking Reservist Leave shall have their premiums paid for (full-time Employees) or cost shared (part-time Employees) for the first month in accordance with Article 15 (Employee Benefits).
- 18.16 To maintain group benefit coverage while on Reservist Leave, Employees must make arrangements in accordance with Article 15 (Benefits).
- 18.17 The Employer shall not layoff or terminate an Employee during Reservist Leave.

### **FAMILY LEAVE**

- 18.18 Employees who have successfully completed their probationary period are entitled to up to three (3) days of unpaid leave during each calendar year to meet their responsibilities related to:
- a. the care or health of any member of their immediate family, or
  - b. their required attendance at the school of a child, under eighteen (18) years of age, in their care.
- 18.19 Employees wishing to take a Family Leave must give the Employer as much notice as is reasonable and practical in the circumstances. The Employer may require the Employee to provide reasonable verification of the necessity of the leave.

### **ARTICLE #19 - LEAVE OF ABSENCE**

- 19.01 All Employees may request a leave of absence up to four (4) consecutive months without pay. Requests of two (2) weeks or less shall be submitted to and approved by Centre/Liquor/Head Office Manager. Requests greater than two (2) weeks must be submitted to and approved by the Centre/Liquor/Head Office Manager and the Benefits and Disability Manager or designate.
- 19.02 All Employees may request a leave of absence for extended vacation not to exceed two (2) weeks at any time. This leave must be taken in conjunction with regular vacation time and shall be granted no more than once every two (2) years.
- 19.03 Employees shall not be entitled to a leave of absence for the purpose of working at another job. The only exception shall be to complete a mandatory educational practicum in order to either obtain a degree or to complete his/her education.
- 19.04 An Employee failing to return to work after a leave of absence may be terminated.
- 19.05 Applications for a leave of absence must be submitted on the leave of absence request form to the Centre/Liquor/Head Office Manager, preferably ninety (90) days but not less than twenty-eight (28) days, prior to the start of the leave. The Employee shall be advised of the Employer's decision within seven (7) calendar days of the request.
- 19.06 All leaves of absence shall be at the discretion of the Employer. If the leave requested is refused, the Employee shall be advised in writing as to the reason. The decision may be appealed to the Vice President, Human Resources and for Liquor, the Managing Director or designate.
- 19.07 The provisions of this Article shall not apply to Employees on a leave of absence in accordance with Article 25 (Time Off For Union Business).
- 19.08 Requests for leave of absence not covered by the above conditions shall be considered on a case-by-case basis.
- 19.09 Seniority shall continue to accumulate during the above leaves of absence.

19.10 For application of benefits while on a leave of absence see clause 15.08 (Employee Benefits).

## **ARTICLE #20 - VACATIONS**

- 20.01 Total vacation credits for all Employees shall be based on the length of continuous service with the employer in the bargaining unit up to and including the closest pay period cut-off to April 30 each year. Employees who have returned to the bargaining unit but maintained continuous employment with the employer shall receive vacation credits based on their continuous service with the employer to a maximum of three (3) years. This shall not apply to those returning under Article 12.06.
- 20.02 A and B Employees shall receive vacations with the appropriate pay based on Regular Paid Hours as follows:
- a. After one (1) year, two (2) weeks vacation and four percent (4%) Vacation Pay.
  - b. After three (3) years, three (3) weeks vacation and six percent (6%) Vacation Pay.
  - c. After eight (8) years, four (4) weeks vacation and eight percent (8%) Vacation Pay.
  - d. After thirteen (13) years, five (5) weeks vacation and ten percent (10%) Vacation Pay.
  - e. After eighteen (18) years, six (6) weeks vacation and twelve percent (12%) Vacation Pay.
  - f. After twenty-five (25) years, seven (7) weeks vacation and fourteen percent (14%) Vacation Pay.
- 20.03 "C" Employees shall receive vacations with the appropriate pay based on Regular Paid Hours as follows:
- a. After one (1) year, two (2) weeks vacation and four percent (4%) Vacation Pay.
  - b. After three (3) years, three (3) weeks vacation and six percent (6%) Vacation Pay.
  - c. After eight (8) years, four (4) weeks vacation and eight percent (8%) Vacation Pay.
  - d. After thirteen (13) years, five (5) weeks vacation and ten percent (10%) Vacation Pay.
  - e. After eighteen (18) years, six (6) weeks vacation and twelve percent (12%) Vacation Pay.
- 20.04 When a general holiday occurs during an Employee's vacation, the Employee shall receive an extra day of vacation with pay in lieu of such general holiday.
- 20.05 Vacations shall be granted between May 1 and April 30 of each vacation year. If not previously approved, it is mutually agreed the fourth (4<sup>th</sup>), fifth (5<sup>th</sup>), sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) weeks of vacation for Employees so entitled may be scheduled by the Employer at a time other than the basic three (3) weeks vacation. Employees shall take all the entitled time for which they have accumulated Vacation Pay. Should an Employee's Vacation Pay exceed the amount required for their entitled vacation time, the remaining Vacation Pay shall be paid out on the first pay period following April 30.

- 20.06 Granting of vacation is done by "Classification" by centre/Location. Exceptions shall be:
1. Where it is not possible for more than one (1) Employee to be on vacation at any given time.
  2. Where the Supervisor and Department Manager cannot be on vacation at the same time. When there is a conflict, the Employee shall be permitted to choose vacation week(s) first if picking during the vacation selection period(s).
  3. Where the Supervisor and Back-up Supervisor in the same department cannot be on vacation at the same time. When there is a conflict, the senior Employee shall be allowed to choose the vacation week(s) first if picking during the vacation selection period(s).

Beyond the vacation selection period(s), when there is a conflict as outlined in point #2 or #3 above, vacations shall be granted on a first come first served basis.

- 20.07 Employees who have worked thirty (30) days but less than one (1) year, who terminate their employment, shall receive Vacation Pay of four percent (4%) of the Regular Paid Hours including general holidays earned for which no Vacation Pay has been paid. Employees entitled to two (2), three (3), four (4), five (5), six (6) and seven (7) weeks vacation who terminate their employment shall receive payment for vacation at four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), twelve percent (12%) and fourteen percent (14%) respectively of the Regular Paid Hours including general holidays earned by the Employee during the period of employment for which no Vacation Pay has been paid.
- 20.08 Employees going from part-time to full-time or from full-time to part-time shall carry their vacation credits with them.
- 20.09 Employees on vacation shall not be called in or requested to work except through the call-in process. Employees have the right to refuse such request(s) to work during vacation time.
- 20.10 Employees agreeing to re-schedule their vacation at the request of the Employer shall have their vacation re-scheduled. The Employer shall endeavour to re-schedule their vacation through mutual agreement; however, failing agreement the Employer shall schedule the vacation during the current vacation year.
- 20.11 For vacation purposes, a week is the period between midnight on Saturday to midnight on the following Saturday. Variations other than the parameters outlined above shall be by mutual agreement between the Department/Liquor Manager and the Employee. Where variations exist, regularly scheduled hours shall be reduced by vacation hours taken in that week.
- 20.12 All Employees shall be entitled to single vacation days. Requests for such vacation shall be submitted at least four (4) weeks prior to the requested vacation day(s). Where it is not possible to provide four (4) weeks' notice, the Employee may still present a request for vacation day(s). All requests under this clause are subject to Operational Requirements.
- 20.13 Where Operational Requirements permit, vacations shall be scheduled in conjunction with the Employee's day(s) off preceding and on conclusion of vacation time. Employees shall receive at least one (1) weekend off at either the beginning or the end of their vacation. This applies to vacations starting Sunday and ending Saturday only.

## **VACATION SCHEDULING PROCESS / SELECTION PERIOD**

- 20.14 Vacations shall be granted between May 1<sup>st</sup> and April 30<sup>th</sup> of each vacation year.
- 20.15 By January 15<sup>th</sup> each year, a vacation calendar shall be submitted to the Employees requesting them to indicate their preference as to vacation dates.
- 20.16 By March 1<sup>st</sup>, each Employee may choose one (1) block of eligible vacation time, up to three (3) consecutive weeks. These requests shall be allocated on the basis of Seniority. The Employer is not obligated to schedule the fourth (4<sup>th</sup>), fifth (5<sup>th</sup>), sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) weeks of vacation in conjunction with this initial choice.
- 20.17 By March 31<sup>st</sup>, the Department Manager shall post a completed vacation schedule in a location where all Employees of the department can view it.
- 20.18 Between March 31<sup>st</sup> and April 15<sup>th</sup>, the balance of the initial three (3) weeks not booked in the first offering of the vacation schedule, and any further time the Employee is eligible for, may be requested. These requests shall be allocated on the basis of Seniority for any vacant or vacated time periods. More than one (1) week booked at a time in this second offering is not required to be consecutive.
- 20.19 By April 30<sup>th</sup>, the Department Manager shall post the final vacation schedule in a location where all Employees in the department can view it. This vacation schedule shall remain posted for the entire vacation year.
- 20.20 Approved vacation time is only applicable in the Classification/centre/Location in which it was approved. If an Employee moves to another Classification/centre/Location before March 1<sup>st</sup>, the Employee shall be eligible to request their dates in the new Classification/Location. If the Employee moves to another Classification/centre/Location on or after March 1<sup>st</sup>, the Employer shall try to accommodate the Employee's request. However, the Employee shall not bump anyone who already has this vacation time approved. If it is not operationally feasible to accommodate the Employee's request, the Employer shall attempt to accommodate the Employee during another mutually agreed upon time.
- 20.21 An Employee in a Temporary Position/vacancy may submit their vacation requests, in accordance with clause 20.16; at both their Substantive and temporary Classification/centre/Location should their requested vacation dates be encompassed by their Temporary Position/vacancy. The approved vacation time in either Classification/centre/Location not used by that Employee shall be offered, in Seniority order, to other Employees who had previously requested it in that Classification/centre/Location, before being offered on a first come, first served basis.
- 20.22 Where an Employee's approved vacation dates are outside the expected duration of their Temporary Position/vacancy and the Position/vacancy becomes permanent, the Employer shall endeavour to grant their approved vacation dates in the new permanent Classification/centre/Location.
- 20.23 Any requests after April 30<sup>th</sup> shall be granted on a first come, first served basis.
- 20.24 Both parties agree that the vacation schedule must be practical in so far as the operation of the business is concerned. The Employer, therefore, must make the final decision on such matters. Requests shall not be unreasonably withheld.

## **ARTICLE #21 – GENERAL HOLIDAYS**

- 21.01 The following days shall be considered general holidays for which there shall not be reductions in pay:
- a. New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Heritage Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day. Any other days proclaimed as holidays by Federal, Provincial and Civic Authorities.
- 21.02 General holidays shall not be observed on days other than the calendar date so proclaimed by Federal, Provincial or Civic authorities.
- 21.03 Employees who work a general holiday shall be paid at one and one half (1½) times the regular rate of pay for time worked in addition to the general holiday pay.
- 21.04 Notwithstanding the following clauses, only Employees on Employer paid leaves of absence shall be entitled to general holiday pay during their leave of absence.
- 21.05 Full-time Employees shall receive eight (8) hours general holiday pay at their regular rate of pay, for the above mentioned general holidays, provided they have not been absent without authorization the work day immediately preceding or following the general holiday.
- 21.06 All part-time Employees shall qualify for general holiday pay after thirty (30) days of employment, provided they have not been absent without authorization the work day immediately preceding or following the general holiday. Employees shall be entitled to general holiday pay equal to the average shift worked in the previous four (4) weeks excluding weeks with vacation, sick leave, WCB and other approved Leaves of Absence. To calculate the average, take Hours Worked and divide by the number of shifts worked over the previous four (4) weeks. All qualified part-time Employees shall be entitled to four (4) hours minimum general holiday pay.
- 21.07 Casual Employees shall qualify for general holiday pay after thirty (30) days of employment, provided they have not been absent without authorization the work day immediately preceding or following the general holiday, based on the following guidelines:
- a. When a general holiday falls on a day that would, but for the general holiday, have been a working day for the Employee and the Employee does not work on that day, the Employee shall be paid general holiday pay equal to the average shift worked by the Employee in the previous nine (9) weeks. For the general holiday to be considered a regularly scheduled shift, the Employee must have worked five (5) out of the previous nine (9) shifts on such a day immediately preceding the general holiday.
  - b. Casual Employees who have been Employed for three (3) months or more and have worked an average of at least twenty (20) hours per week in the four (4) weeks preceding the week in which the general holidays occurs, shall be paid general holiday pay equal to the average shift worked by the Employee in the previous nine (9) weeks.
- 21.08 The Employer shall schedule general holidays, in accordance with clause 9.32 (Scheduling/Position Management).

21.09 When a general holiday occurs, the basic workweek shall be reduced by eight (8) hours per general holiday for all Employees. However, if a full-time Employee is scheduled to work on a general holiday, the schedule must show eight (8) hours on the general holiday plus thirty-two (32) additional hours. All Hours Worked in excess of the reduced hours of work for that week, shall be considered overtime at one and one half (1½) times.

Examples:

a. Full-time Employees working on a general holiday shall receive:

- 8 hours general holiday pay;
- 1½ times for all Hours Worked on the general holiday;
- 32 hours pay for 32 regular Hours Worked.

b. Full-time Employees not working on a general holiday shall receive:

- 8 hours general holiday pay;
- 32 hours pay for 32 regular Hours Worked.

c. When two (2) general holidays fall within the same week, full-time Employees working on the general holidays shall receive:

- 16 hours general holiday pay;
- 1½ times for all Hours Worked on the general holidays;
- 24 hours pay for 24 regular Hours Worked.

d. When two (2) general holidays fall within the same week, full-time Employees not working on the general holidays shall receive:

- 16 hours general holiday pay;
- 24 hours pay for 24 regular Hours Worked.

21.10 If an A or B Employee is scheduled to work on a general holiday, these hours shall form part of the Employee's guaranteed hours.

21.11 In a week with one (1) general holiday, part-time and casual Employees may be allowed to work up to thirty-two (32) regular hours at straight time in addition to those Hours Worked on the general holiday. In a week with two (2) general holidays, part-time and casual Employees may be allowed to work up to twenty-four (24) regular hours at straight time in addition to those Hours Worked on the general holidays.

## **ARTICLE #22 – DISCIPLINE**

22.01 An Employee may only be disciplined or dismissed for just cause.

22.02 All Employees shall be considered and treated as innocent until proven guilty, especially during any interview, meeting, or investigation.

22.03 It is the responsibility of the Employer, the Union and all Employees to maintain confidentiality regarding any ongoing progressive disciplinary or investigative matters.

22.04 All parties are responsible to maintain confidentiality at all times with respect to harassment and discrimination complaints/grievances.

22.05 In the event that an Employee is to be counseled, such counseling shall be corrective and educational in nature and shall not be considered disciplinary. Initial on-the-job training shall not be considered counseling.

- 22.06 Employees shall have the assistance of an AUR at any time upon request, including counseling, providing that one is available.
- 22.07 An AUR shall be provided from the Employee's centre/Location. An Employee may request an alternate AUR provided a valid reason is given. The validity of the reason shall be mutually agreed upon by the Union and Employer. If an alternate AUR is required from a different centre/Location, arrangements shall be made through the Chief Shop Steward or designate.
- 22.08 Union Representation shall be mandatory for any meeting with an Employee that may result in discipline or dismissal, for the affected Employee; this excludes counseling. This includes investigative meetings with the Employee who is the subject of the investigation. This clause does not prevent Employees from initiating discussions with the Employer on any matter.
- 22.09 Where Union representation is mandatory the process shall be as follows;
- a. The Employer shall meet with the AUR and disclose the purpose of the meeting.
  - b. The Employee and AUR shall have the opportunity to meet and consult, in private, prior to any meeting with the Employer.
  - c. An investigative meeting shall then occur between the Employee, AUR and Employer as outlined in clause 22.10.
- 22.10 Prior to discipline being undertaken by the Employer, an investigative meeting shall be convened involving the affected Employee, AUR and the Employer to discuss the actions giving rise to discipline. All information pertaining to the matter shall be presented and discussed in the meeting to ensure the appropriate action is undertaken. Where the Employer is unable to contact the Employee to convene an investigative meeting the Employer shall provide notification by a letter sent to the Employee's last address on file. This letter shall provide the Employee ten (10) days from the date of the letter to contact the Employer to arrange such a meeting prior to any discipline being undertaken. Extenuating circumstances shall be considered if contact is made after the ten day period. The final decision to proceed with discipline rests with the Employer.
- 22.11 Where the Employee is the subject of an investigation, the Employer shall disclose all evidence relied upon to the Employee and AUR. Discipline reports shall be dated and signed by the Employee and the AUR shall sign as a witness. Such signatures shall indicate receipt of the documentation, not necessarily agreement. A signed copy of the discipline report shall be given to the Employee at the time of the discipline and a copy faxed to the Union Office. A copy of the documentation and other evidence shall be provided to the AUR.
- 22.12 Any party may tape record the events of the investigation, including investigative discussions with the witnesses, providing the party that is tape recording has disclosed to the other party that they shall be tape recording the investigation.
- 22.13 In the event that an Employee is to be disciplined, the Employer and the Union recognize the use of progressive discipline. The level of discipline undertaken by the Employer shall be in consideration of the severity of the infraction and mitigating circumstances.
- 22.14 The Employer shall provide the union office a copy of all termination letters within seven (7) calendar days of the date of dismissal.

#### **SECURITY INVESTIGATION PROCEDURES**

- 22.15 Security investigations shall be applied in accordance with all of the above clauses. Security investigations shall be initiated at the sole discretion of the Employer. The Employer shall be responsible for controlling security interviews.



- 22.16 Employees, who are the subject of an investigation, and witnesses, shall not be interviewed without a security trained AUR present. Wherever possible, the Employer shall make prior arrangements with the Union for scheduling of security interviews.
- 22.17 Immediately prior to the onset of any security interview, the Employer shall advise the Employee that he/she is the subject of a security and/or criminal investigation. The Employer shall be present for all security interviews, including those with witnesses.
- 22.18 The Employee being investigated shall be advised if Police involvement is anticipated. The Employer shall be responsible for contacting the Police. If the decision is to contact the Police, the Employee may request a reasonable amount of time with his/her AUR and/or legal counsel.
- 22.19 The Employer shall disclose all evidence relied upon to the Employee. Relevant evidence may also be shown to the witnesses in order for them to recollect information. Copies of video, other forms of surveillance, photographic evidence and all tape recordings evidence shall be shared with the AUR. Human Resources shall provide copies of all evidence relied upon to the Union office upon request.
- 22.20 When an Employee is being interviewed, the AUR may intervene or interrupt only if asking for facts, clarification or if the interview becomes abusive. At the conclusion of the interview, the AUR shall have the opportunity to ask questions. The Employee being investigated or a witness being questioned may be permitted to make a statement at the conclusion of the interview. This statement shall be recorded together with all other evidence.
- 22.21 Through the investigative process, at the sole discretion of the Employer, the Employee may be suspended without pay for up to seven (7) calendar days, pending a final decision on the outcome of the investigation. An extension may be granted by mutual agreement. Following the investigation the Employee may be returned to work without loss of pay. Any application of this clause shall be subject to the grievance procedure.

### **ARTICLE #23 - GRIEVANCE PROCEDURE**

- 23.01 Any complaint, disagreement, or difference of opinion between the Parties hereto concerning the interpretation, application, operations, or any alleged violation of the terms of this Agreement, shall be considered a grievance.
- 23.02 Any Employee, through his/her AUR or the Union on behalf of an Employee, may present a grievance. Only AUR(s) shall file grievances.
- 23.03 All grievances shall be submitted in writing by the AUR and shall clearly set forth the alleged violation(s) of the Collective Agreement and requested settlement. A copy of the grievance shall be presented, in person, to Management or their designate.
- 23.04 Where the dispute concerns a policy, or there is no identifiable individual grievor, or upon mutual agreement, Grievances may be filed at Level 2 where appropriate.
- 23.05 Grievances not presented to the Employer within fourteen (14) calendar days from the date of the event giving rise to such grievance or the point in time when the Employee should have reasonably known of the event, shall be forfeited and waived by the aggrieved party(s).
- 23.06 Both parties agree that no information shall be withheld related to the grievance throughout the grievance procedure up to and including arbitration.

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

Level 1: By a discussion between the Authorized Union Representative and Management. Either party may opt to have the employee present during such discussion. If a satisfactory settlement cannot be reached within fourteen (14) days then:

Level 2: The Union Representative(s) may take up the matter with the Company's official designated by the Employer to handle labour relations. This meeting or conference call shall take place within 14 days of the request of either party. A written decision on the matter shall be rendered to the Union President within fourteen (14) calendar days after this meeting.

If a satisfactory settlement cannot be reached, the matter may then be referred to arbitration. Such referral must be made within 60 sixty calendar days of the union receiving the written decision from level 2 or the grievance will be determined to have been abandoned unless an extension has been granted. A referral to arbitration will not be made until both parties have had a grievance meeting or conference call on the matter.

23.08 Prior to proceeding to arbitration, the Union President and the Vice President Human Resources or their designate(s) may meet to discuss reconsideration of the resolution for the issue(s) including any new facts that were not previously considered during the grievance procedure.

23.09 Any specific time limit defined in this Article may be waived by written agreement between the Union President and the Labour Relations Director or their designates.

#### **ARTICLE #24 - ARBITRATION**

24.01 Within seven (7) days of the notification to proceed to arbitration as outlined in Article 23 (Grievance Procedure), an arbitrator shall be selected from the following list and their services requested in writing or an arbitrator mutually agreed upon by the Employer and the Union:

1. Andy Sims
2. David Jones
3. John Moreau
4. Allen Ponak
5. Alan Beattie
6. Bill McFetridge

24.02 Arbitrators shall be assigned to grievances in rotation, respecting the first in first out (FIFO) rule in order of grievance response received. If the parties agree that because of specialized knowledge, it would be beneficial to select a specific arbitrator to act in a dispute, they may jointly choose such a person. If they do not agree on the choice, the arbitrator shall be selected from the list of arbitrators in order of rotation.

24.03 Any or all of the selected arbitrators may be replaced by mutual agreement.

24.04 The arbitrator may not be vested with the power to change, modify or alter this Agreement in any parts, but shall be governed by the provisions of the Agreement based on the facts and evidence presented and shall hand down his decision within forty-five (45) calendar days of the conclusion of the hearing. Upon mutual agreement by both parties an extension can be granted in writing.

24.05 The findings and decision of the Arbitrator shall be binding and enforceable on all parties. Each party shall bear the cost of preparation of its own case. The parties shall bear equally the expense of the arbitrator.

#### **ARTICLE #25 - TIME OFF FOR UNION BUSINESS**

25.01 Time off without loss of regular earnings paid for by the Employer shall be provided for AUR's to conduct official labour management activities on the following basis:

- a. AUR's who are called upon shall act in their official Union capacity as a representative/spokesperson during their regular working hours in their respective centre/Location. This time shall be of a reasonable duration and kept to a minimum. AUR's shall not leave their work duties to process or deal with any matter without first notifying management and agreeing upon an appropriate time, based on demonstrable Operational Needs. However, this approval shall be granted within a reasonable time. They shall report to management before returning to their work duties.
- b. For time spent meeting with the Employer at Corporate Occupational Health and Safety Joint Committee meetings during regular working hours and for meetings of the centre/Location Occupational Health and Safety Joint Committee.
- c. For time spent participating in other recognized joint committees.

25.02 Time off, without pay, shall be granted on the following basis and shall not be subject to Operational Needs:

- a. Employees elected or appointed to Union Executive Positions shall be granted leaves of absence not to exceed forty-eight (48) months, upon written notification.
- b. Employees elected or appointed to bargaining committee Positions with the Union shall be granted leaves of absence upon written notification.
- c. Employees who are elected or appointed to Positions with the Union shall be guaranteed to return to their Substantive Position. Upon providing written notification, Employees shall return to their Substantive Positions. If an Employee is displaced during his/her leave of absence, then Article 14 (Employee Displacement) shall apply upon notification of displacement.
- d. Seniority and vacation shall continue to accumulate during the leave of absence. All other terms, conditions, accruals and benefits shall apply, be protected during the leave of absence and be reinstated by the Employer upon return to work. In accordance with Article 15 (Employee Benefits) the policies regarding dental, life insurance, long-term disability, and extended health shall continue to apply. The Union shall be responsible for all benefit insurance premiums and other payments for Union leaves. The Employer shall be responsible for annual staff discounts to Employees on leaves of absence in accordance with a. and b. above.
- e. Extensions to these leaves of absence shall be granted upon written notification.
- f. AURs shall be granted time off with written notification, without pay to attend monthly membership and steering committee meetings. Granted time off to attend monthly membership and steering committee meetings shall be without loss of guaranteed hours for that week.
- g. AURs shall be granted time off to attend official Union training courses, events and functions. Granted time off to attend official Union training courses, events and functions shall result in a corresponding reduction of their guaranteed hours for that

week. The Employer shall pay for the reduction in guaranteed hours resulting from the granted time off, and the Union shall reimburse the Employer, for all costs paid on behalf of the Union excluding WCB premiums.

- h. Written notice under this Article must cover the Employee's current week and the following two (2) weeks of posted schedules.

25.03 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except clause 25.01 above.

## **ARTICLE #26 – HEALTH AND SAFETY**

26.01 The parties recognize all Employees' rights to safe and healthy working conditions. Accordingly, it is agreed that Employees, at all levels, shall co-operate to promote safe work practices, safe and healthy working conditions and the enforcement of safety rules.

26.02 Employees of the Employer are fully obliged to comply with all reasonable rules of health and safety established by the Employer. Any concerns shall be reported to management immediately.

26.03 The Employer and Union recognize the need for constructive and meaningful consultation on Health & Safety matters through Joint Health and Safety Committees as per Article 27 (Joint Committees). Any health and safety work shall be done during regularly scheduled shifts.

26.04 The Employer has the primary responsibility for ensuring that safe and healthy conditions prevail within the workplace and to take appropriate and effective measures, both preventive and corrective, to protect the health and safety of all Employees. This shall include compliance with all occupational health and safety requirements.

## **BOOT ALLOWANCE**

26.05 The Employer shall provide a fifty percent (50%) up to seventy-five dollars (\$75.00) safety boot/shoe subsidy to Employees upon proof of purchase once per calendar year. Safety boots/shoes must be required by the Employer for the performance of the Employee's regular duties and be of an appropriate type as determined by the Employer. Any Employee who receives this subsidy shall wear the safety boots/shoes at all times while at work. The exception to this rule shall be for offsite training courses and for staff meetings that are not part of a regular shift.

## **ARTICLE #27 - JOINT COMMITTEES**

27.01 The Employer and the Union recognize the need for constructive and meaningful consultation on labour relations issues and occupational health and safety through joint committees. In consideration of the mutual benefits to be obtained by way of more harmonious relationships between the Union, its members and the Employer, the parties agree to the following joint committees:

- a. Bi-weekly Joint Labour Management Committee - This committee shall be responsible for exchanging information and addressing issues on a Company wide basis. Outstanding grievances and labour relations matters shall be reviewed at these meetings. The meetings shall include: Senior Labour Relations Director, Employee Relations Director, Benefits and Disability Manager and members of the Union Executive/Business Agent(s). The Labour Relations Director shall have the discretion to include Human Resources Managers or other Head Office Representatives. These meetings shall be held at Head Office.

- b. Centre/Location Occupational Health and Safety (OH&S) Joint Committees – Each centre shall be responsible for maintaining an OH&S Committee. OH&S committees shall meet to discuss and resolve matters of mutual concern regarding health, safety, security and sanitation. These committees shall be composed and function in accordance with the Occupational Health and Safety Act and Code. There shall be a minimum of two (2) Employees elected to this committee from within the centre/Location and at least one (1) Employer appointed management committee member. The respective members shall select the two (2) co-chairs one (1) from each group from amongst themselves. (These requirements shall be amended with any change in the legislation). For those departments without a committee member, issues/concerns shall be brought forward through any committee member. When necessary invitations for staff to attend committee meetings may be issued by the mutual agreement of the committee co-chairs. The Employer shall be responsible for ensuring that all committee members are scheduled and available for this meeting. Minutes shall be posted on staff bulletin boards with a copy forwarded to Human Resources and the Union office.

For Liquor Locations only the Parties agree to establish an Occupational Health and Safety Joint Committee. The committee shall be responsible for health and safety in the workplace, the promotion of health, safety, security and sanitary practices for all Locations and the adherence to those established rules in accordance with Article 26. This committee shall also consider measures necessary, including education and training of Employees, to ensure the health, safety, and security for Employees on the Employer's premises and the Union may make recommendations to the Employer in that regard.

- i. The Occupational Health and Safety Joint Committee shall be composed of a minimum of two (2) and not more than six (6) Employees elected to this committee and a minimum of one (1) and not more than two (2) Employer appointed management committee members and a representative from the Union executive. This committee shall meet on a quarterly basis or as required. The Employer shall be responsible for ensuring that all committee members are scheduled and available for this meeting. For those Locations without a committee member, issues/concerns may be brought forward through any committee member. Minutes shall be posted on staff notice boards with a copy forwarded to the Union office.
- ii. Each Location shall be inspected monthly by the Liquor Manager and an Employee Safety Representative from the Location. Monthly inspection forms (including corrective action taken) shall be submitted to the Occupational Health and Safety Joint Committee for review.
- c. Corporate Occupational Health and Safety (OH&S) Joint Committee – This committee shall be responsible for OH&S in the workplace, the promotion of health, safety, security and sanitary practices system wide and the adherence to those established rules in accordance with Article 26 (Health and Safety). This committee shall also consider measures necessary, including education and training of Employees, to ensure the health, safety, and security for Employees on the Employer's premises and the Union may make recommendations to the Employer in that regard. The committee shall consist of designates of Human Resources, members of the full-time Union Executive and other members of the OH&S committee from each centre/Location. This committee shall meet on a quarterly basis or as required. Issues resolved shall be communicated to the appropriate parties.

## **ARTICLE #28 - THE PREVENTION OF DISCRIMINATION AND HARASSMENT IN THE WORKPLACE**

### **PURPOSE**

- 28.01 The Employer and the Union support the fundamental principle that all persons are equal in dignity and human rights without regard to race, religious beliefs, colour, gender, age, marital status, family status, place of origin, ancestry, physical or mental disability, source of income, sexual orientation, gender identity, or gender expression (the "Protected Grounds" as listed in the Alberta Human Rights Act). The Employer and the Union do not condone discrimination and/or harassment in the workplace and shall make every reasonable effort to maintain a work environment, which is supportive of productivity and the personal goals, dignity and self-esteem of every Employee. The purpose of this Article is to express the commitment of the Employer and the Union to maintain a healthy work environment, which is free of discrimination and/or harassment and to deal co-operatively, quickly and effectively with any incident of discrimination or harassment.
- 28.02 The Employer has legislated obligations with respect to harassment and/or discrimination. Any changes or revisions to the Employer's Discrimination and Sexual and Personal Harassment Policy ("Policy") and Procedure shall be reviewed with the Union prior to implementation. In the event of any inconsistencies between the Policy and the Collective Agreement, the Collective Agreement shall prevail.
- 28.03 The Employer shall provide all Employees with a copy of the Policy and shall post the Policy on all general bulletin boards. There shall also be ongoing training for Managers, Supervisors and Employees.

### **DEFINITIONS**

#### **DISCRIMINATION**

- 28.04 Discrimination is any distinction based upon one of the Protected Grounds, or convictions for which a pardon has been granted, which negatively impacts an Employee who is a member of the protected group (whether by imposing burdens, obligations, or disadvantages not imposed upon others or limiting opportunities, benefits, or advantages available to others). Discrimination shall be interpreted in a manner consistent with any defenses available under the law.

#### **SEXUAL HARASSMENT**

- 28.05 Sexual harassment in the workplace is defined as any verbal remark or physical contact of a sexual nature, including unwanted sexual advances or requests for sexual favours, which threatens job security, affects work opportunities, or negatively impacts on the working conditions or employment atmosphere in which any Employee works. Sexual harassment can occur between people of differing authority or between people of similar authority. Sexual harassment can be directed at an individual or at a group. For a more detailed description of sexual harassment, refer to the Policy.

#### **PERSONAL HARASSMENT**

- 28.06 Personal harassment in the workplace can be defined as any unwanted, unsolicited, offensive behaviour, comments or displays, either explicitly or implicitly, that is directed at any Employee, customer, or supplier of the Employer that causes or is reasonably likely to cause offense to or humiliation to any Employee, customer, or supplier or cause interference with an Employee's performance. Personal harassment can occur between people of differing authority or between people of similar authority.

Personal harassment includes abuse of authority that undermines performance or a career and, in some cases, may constitute a threat to the health and safety of the

Employee. Abuse of authority means taking advantage of a position of authority to exploit, compromise, or mistreat others. Personal harassment may include intimidation, threats, blackmail, coercion, yelling, belittling an Employee or an Employee's work, humiliating an Employee in front of others, conspiring with others to mistreat the Employee, inappropriately punishing Employees, unjustifiably withholding information an Employee needs to perform their work, and demanding subordinates take on personal errands. Personal harassment does not include actions occasioned through exercising the Employer's managerial/supervisory rights and responsibilities in good faith. For a more detailed description of personal harassment, refer to the Policy.

### **CONSULTATION/PROCEDURE**

- 28.07 The Employer and the Union are committed to providing a procedure for Employees to report incidents of improper treatment, discrimination or harassment regardless of whether they involve a co-worker, supervisor, manager, or any other person.
- 28.08 The parties recognize that some Employees may find it difficult to come forward with a complaint of improper treatment, discrimination or harassment and may wish such matters to remain confidential.
- 28.09 To protect the interests of the complainant, the person complained against, and others who report such incidents, all have an obligation to maintain confidentiality throughout the investigative process.
- 28.10 Employees are to report incidents of improper treatment, discrimination or harassment in a timely manner.
- 28.11 If they feel comfortable doing so, Employees are encouraged to informally report incidents of improper treatment, discrimination, or harassment in the following ways:
- a. Discuss their concerns with the person who is allegedly committing the offensive act. Making the other person aware he or she is creating discomfort in the work environment may be enough to resolve the situation.
  - b. If Employees are not comfortable confronting the other person or have tried without effect, Employees may directly report their concerns to their supervisor, manager, Centre/Location or Head Office management, Human Resources Manager, Labour Relations Director, AUR or Union Executive.
  - c. Employees do not have to choose one reporting method over any other. They should make the complaint in the manner which makes them feel most comfortable.
- 28.12 Employees also have the right to initiate a formal written complaint to the Employer or the Union Executive.
- 28.13 All Employees affected by or involved in this process shall have the right to be represented by the Union.
- 28.14 The Employer and the Union agree to share all information concerning the complaint. Employees shall be interviewed during working hours or shall be paid for interview time.
- 28.15 Once a decision has been reached as to the findings, the affected Employee(s) shall be notified of the findings by the way of written notification. In those circumstances the Employer deems necessary, the affected Employee(s), Union Executive and the Employer shall meet to review the findings.

### **NO REPRISALS**

- 28.16 The Employer and the Union agree that no Employee who files a complaint in good faith, or testifies concerning another person's complaint, shall suffer any retaliation or reprisals.

28.17 As stated, the Employer and the Union do not condone discrimination, personal and/or sexual harassment. Therefore, any situation where an Employee knowingly makes a false verbal or written claim shall be subject to discipline up to and including termination of employment.

### **ARBITRATION**

28.18 If within sixty (60) days the complaint is not resolved or the Union is not in agreement with the Employer's decision, the Union may file a grievance to be referred directly to Arbitration (Article 24) for resolution.

28.19 In addition to the presentation of the evidence, the Employer and the Union shall each present the arbitrator with their recommendations regarding the resolution of the matter.

### **ARTICLE #29 - EFFECTIVE DATE AND TERM**

This Agreement shall become effective on September 14, 2017 and shall continue in effect until October 31, 2020 and automatically from year to year thereafter unless either party gives written notice of its desire to terminate the Agreement or to negotiate revisions thereof.

Such notice shall be given not less than sixty (60) and not more than one-hundred and twenty (120) days prior to the expiry date of this contract.

If notice to bargain is given and a new agreement is not negotiated upon the termination date arriving, then this agreement shall remain in force and effect until the commencement of a legal strike or lockout.

### **ARTICLE #30 - WAGES AND CLASSIFICATIONS**

30.01 The Employer agrees to pay all Employees covered by this Agreement, as set out in Schedule "A" (Wages), Schedule "B" (Premiums), Schedule "C" (Pay Notes) and Schedule "D" (Payroll Information) as attached and made part of this Agreement.

30.02 Any new collection of job duties established by the Employer shall have a job Classification established prior to the commencement of such duties. The Employer shall consult with the Union prior to implementing the job Classification(s).

30.03 Rates of pay for any new Classification that may be established by the Employer within the scope of this Agreement shall be subject to negotiations provided that the Employer shall have the right to establish a reasonable rate to be paid until a regular Position rate is negotiated within Schedule "A" of the Contract.

30.04 Training Wage Rates:

The training Hours Worked by an Employee, for any Position that requires mandatory training prior to starting the Position, shall be paid at the applicable rate of pay for the new Position.

30.05 Job Description Clarifications

a. Front End (FE) Service Clerk:

- Cannot clean bathrooms.
- Cannot add new stock.
- Cannot clean in the bakery, deli and meat departments (sanitary).
- Cannot use snow blowers or sidewalk sweepers.
- Cannot use vehicle for company business.
- Cannot clean up vomit or other body secretions.
- Cannot assist security.



- b. Customer Service Cashiers:
  - Cannot work stock in the aisles.
- c. Meat Clerks:
  - Cannot operate meat grinders.
  - Cannot wrap, price or cut meat.

The exception to the above shall be the meat clerks may only wrap and price meat for immediate customer service at the full service meat case after 6pm.

- d. Meat Wrapper:
  - Cannot use the saw.

**SCHEDULE “A” WAGES**

1. Retroactive Pay

Within (4) four weeks of the Sunday following ratification, Employees whose wage is greater than \$12.20 as of the date of ratification shall receive a lump sum payment equal to 1.25% of their Regular Paid Hours from October 29, 2016 to August 19, 2017. This payment shall be made as a separate deposit.

2. Wage Increases (As per the attached scales):

- 1. Employees will retain their current class hours.
- 2. Wage Rates: (unless otherwise specified in attached scales)

Effective October 1, 2017 - 1.5% increase to wage rates greater than \$13.60

Effective October 7, 2018 – 1.5% increase to wage rates greater than \$15.00

Effective October 6, 2019 – 2.0% increase to wage rates greater than \$15.00

**SCHEDULE “B” PREMIUMS**

- 1. NIGHT SHIFT PREMIUM - All Employees shall be paid a shift premium of two dollars (\$2.00) per hour for all Hours Worked or part thereof per shift between the hours of 10:00p.m. and 6:00a.m.
- 2. LIQUOR WAREHOUSE LEAD HAND PREMIUM - \$1.00 per hour worked.

**SCHEDULE “C” – PAY NOTES**

**WAGE DETERMINATION - INTERNAL**

1. SAME LEVEL

Transfer - The hourly rate and the number of hours to the next increment remain the same if you are moving within the same Classification.

Different Classification - The hourly rate remains the same if the Classification you are going to, has the same maximum rate as the Classification you are coming from. The number of hours to the next increment and the class hours are the same.

2. HIGHER

If the ‘personal’ maximum rate is “higher” in the new classification then you get the next higher rate in that classification providing it is at least three percent (3%). The number of hours to the next increment shall be the amount applicable to that job grouping and the class hours is zero. At the time of the offer, if the Employee is within one hundred twenty (120)

class hours of their next increment, then the increment is applied before the new salary is determined. The number of class hours at the time of offer is based on the hours up to the end of the week immediately preceding the date the offer is made.

The Employer may consider in certain circumstances an increase of greater than three percent (3%) when an internal candidate has recent relevant experience to warrant a higher rate of pay. Any such increase must be approved by the Employee Relations Director.

3. LOWER

If the “personal” maximum rate is “lower” in the new Classification, then your total Seniority hours are used to determine what level you shall start at, and the number of hours towards the next increment. The exception to this is a rejection on class trial period, in which case the Employee returns to their previous rate and the Hours Worked at the new level are credited to the previous level.

4. MOVING TO PRIOR CLASSIFICATION

Subject to passing class trial period, the highest rate of pay achieved when filling a temporary or permanent vacancy, or Temporary Position, shall be reinstated upon returning to a temporary or permanent vacancy, or Temporary Position in that Classification within twelve (12) months after leaving that Classification, unless the normal wage determination is greater.

5. WAGE DETERMINATION – EXTERNAL

New Employees shall normally start at the bottom level of the wage scale. Exceptions, at the discretion of the Employer include, but are not limited to the following:

- a. Re-hiring an Employee within ninety-two (92) days of termination clause 12.06.d (Seniority).
- b. Applicants with previous comparable experience may be started at a higher level with the authorization of the Employee Relations Director.

**SCHEDULE “D” – PAYROLL INFORMATION**

As a condition of employment;

- i) Employees will be paid by direct deposit and will supply their banking information within two (2) weeks of their hire date.
- ii) Pay statements and T4 slips will be supplied electronically in a format determined by the Employer.

Schedule "A" Operations

<b>Group 1 Positions</b>	Level	Hours	Current	01-Oct-17	07-Oct-18	06-Oct-19
Front End Service Clerk	1	0	\$12.20	\$13.60	\$15.00	\$15.00
Gas Bar Service Clerk	2	500	\$12.20	\$13.60	\$15.00	\$15.00
Janitor Helper	3	1000	\$12.20	\$13.60	\$15.00	\$15.00
<b>Special Placement: Capped at Level 2</b>	4	1500	\$12.20	\$13.60	\$15.00	\$15.00
	5	2000	\$12.20	\$13.60	\$15.00	\$15.00
	6	2500	\$12.20	\$13.60	\$15.00	\$15.00
	7	3000	\$12.63	\$13.60	\$15.00	\$15.00

<b>Group 2 Positions</b>	Level	Hours	Current	01-Oct-17	07-Oct-18	06-Oct-19
Meat Clerk	1	0	\$12.20	\$13.60	\$15.00	\$15.00
GM/HBC Clerk	2	500	\$12.20	\$13.60	\$15.00	\$15.00
	3	1000	\$12.20	\$13.60	\$15.00	\$15.00
	4	1500	\$12.20	\$13.60	\$15.00	\$15.00
	5	2000	\$12.20	\$13.60	\$15.00	\$15.00
	6	2500	\$13.17	\$13.60	\$15.00	\$15.00
	7	3000	\$14.61	\$14.83	\$15.00	\$15.00

<b>Group 3 Positions Hired Prior to Oct 3, 2013</b>	Level	Hours	Current	01-Oct-17	07-Oct-18	06-Oct-19
Gas Bar Cashier	1	0	\$12.20	\$13.60	\$15.00	\$15.00
Janitor	2	500	\$12.20	\$13.60	\$15.00	\$15.00
	3	1000	\$12.20	\$13.60	\$15.00	\$15.00
	4	1500	\$12.20	\$13.60	\$15.00	\$15.00
	5	2000	\$13.01	\$13.60	\$15.00	\$15.00
	6	2500	\$14.65	\$14.87	\$15.00	\$15.00
	7	3000	\$16.25	\$16.49	\$16.74	\$17.08

<b>Group 3 Positions Hired On or After Oct 3, 2013</b>	Level	Hours	Current	01-Oct-17	07-Oct-18	06-Oct-19
Gas Bar Cashier	1	0	\$12.20	\$13.60	\$15.00	\$15.00
Janitor	2	500	\$12.20	\$13.60	\$15.00	\$15.00
	3	1000	\$12.20	\$13.60	\$15.00	\$15.00
	4	1500	\$12.20	\$13.60	\$15.00	\$15.00
	5	2000	\$13.01	\$13.60	\$15.00	\$15.00
	6	2500	\$13.79	\$14.00	\$15.00	\$15.00
	7	3000	\$14.65	\$14.87	\$15.00	\$15.00

<b>Group 4 Positions</b>	Level	Hours	Current	01-Oct-17	07-Oct-18	06-Oct-19
Bakery Utility Clerk	1	0	\$12.20	\$13.60	\$15.00	\$15.00
Deli Utility Clerk	2	1250	\$13.27	\$13.60	\$15.00	\$15.00
Deli Bistro Cook	3	2500	\$14.68	\$14.90	\$15.00	\$15.00
	4	3750	\$15.89	\$16.13	\$16.37	\$16.70
	5	5000	\$17.07	\$17.33	\$17.59	\$17.94
	6	6250	\$18.29	\$18.56	\$18.84	\$19.22

<b>Group 5 Positions</b>	Level	Hours	Current	01-Oct-17	07-Oct-18	06-Oct-19
Floral Utility Clerk	1	0	\$12.20	\$13.60	\$15.00	\$15.00
Grocery Utility Clerk	2	1250	\$12.87	\$13.60	\$15.00	\$15.00
Produce Utility Clerk	3	2500	\$14.51	\$14.73	\$15.00	\$15.00
Meat Wrapper	4	3750	\$16.55	\$16.80	\$17.05	\$17.39
<b>GM/HBC Supervisor, starts at Level 3</b>	5	5000	\$18.59	\$18.87	\$19.15	\$19.53
<b>Gas Bar Supervisor: Hired On or After Oct 3, 2013 - starts at Level 3</b>						
<b>Available if hired prior to Jan 1, 2003</b>	6	6250	\$20.35	\$20.66	\$20.97	\$21.38

<b>Group 6 Position</b>	Level	Hours	Current	01-Oct-17	07-Oct-18	06-Oct-19
Customer Service Cashier	1	0	\$12.20	\$13.60	\$15.00	\$15.00
	2	1250	\$12.95	\$13.60	\$15.00	\$15.00
	3	2500	\$15.05	\$15.28	\$15.51	\$15.82
	4	3750	\$17.16	\$17.42	\$17.68	\$18.03
	5	5000	\$19.29	\$19.58	\$19.87	\$20.27
<b>Available if hired prior to Jan 1, 2003</b>	6	6250	\$21.15	\$21.47	\$21.79	\$22.23

<b>Group 7 Positions</b>	Level	Hours	Current	01-Oct-17	07-Oct-18	06-Oct-19
Bakery Decorator	1	0	\$13.33	\$13.60	\$15.00	\$15.00
Maintenance	2	1250	\$14.94	\$15.16	\$15.39	\$15.70
	3	2500	\$16.58	\$16.83	\$17.08	\$17.42
	4	3750	\$18.19	\$18.46	\$18.74	\$19.11
	5	5000	\$19.82	\$20.12	\$20.42	\$20.83
<b>Available if hired prior to Oct 24, 2005</b>	6	6250	\$21.75	\$22.08	\$22.41	\$22.86

<b>Group 8 Position</b>	Level	Hours	Current	01-Oct-17	07-Oct-18	06-Oct-19
General Utility Clerk	1	0	\$13.33	\$13.60	\$15.00	\$15.00
	2	1250	\$15.18	\$15.41	\$15.64	\$15.95
	3	2500	\$17.04	\$17.30	\$17.56	\$17.91
	4	3750	\$18.91	\$19.19	\$19.48	\$19.87
	5	5000	\$19.84	\$20.14	\$20.44	\$20.85
<b>Available if hired prior to Jan 1, 2003</b>	6	6250	\$21.77	\$22.10	\$22.43	\$22.88

<b>Group 9 Position</b>	Level	Hours	Current	01-Oct-17	07-Oct-18	06-Oct-19
Bakery Supervisor	1	0	\$19.14	\$19.43	\$19.72	\$20.11
Deli Supervisor	2	1250	\$20.32	\$20.62	\$20.93	\$21.35
<b>Gas Bar Supervisor: Hired Prior to Oct 3, 2013</b>	3	2500	\$21.75	\$22.08	\$22.41	\$22.86

<b>Group 10 Positions</b>	Level	Hours	Current	01-Oct-17	07-Oct-18	06-Oct-19
Customer Service Supervisor	1	0	\$19.14	\$19.43	\$19.72	\$20.11
Grocery Supervisor	2	1250	\$20.32	\$20.62	\$20.93	\$21.35
Produce Supervisor	3	2500	\$21.75	\$22.08	\$22.41	\$22.86
File Maintenance Coordinator						
<b>Available if hired prior to Oct 24, 2005</b>	4	3750	\$23.61	\$23.96	\$24.32	\$24.81

<b>Group 11 Position</b>	Level	Hours	Current	01-Oct-17	07-Oct-18	06-Oct-19
Deli Bistro Chef	1	0	\$14.91	\$15.13	\$15.36	\$15.67
	2	1250	\$16.75	\$17.00	\$17.26	\$17.60
	3	2500	\$18.57	\$18.85	\$19.13	\$19.51
	4	3750	\$20.41	\$20.72	\$21.03	\$21.45
	5	5000	\$22.30	\$22.63	\$22.97	\$23.43

<b>Group 12 Positions</b>	Level	Hours	Current	01-Oct-17	07-Oct-18	06-Oct-19
Halal Meat Cutter	1	0	\$14.91	\$15.13	\$15.36	\$15.67
Meat Cutter	2	1250	\$17.35	\$17.61	\$17.87	\$18.23
	3	2500	\$19.79	\$20.09	\$20.39	\$20.80
	4	3750	\$22.26	\$22.59	\$22.93	\$23.39
	5	5000	\$24.67	\$25.04	\$25.42	\$25.92

Group 13 Position	Level	Hours	Current	01-Oct-17	07-Oct-18	06-Oct-19
Meat Supervisor	1	0	\$24.86	\$25.23	\$25.61	\$26.12
	2	1250	\$25.45	\$25.83	\$26.22	\$26.74
	3	2500	\$26.06	\$26.45	\$26.85	\$27.38

Schedule "A" Liquor

<b>Group 1 Position Hired Prior to Oct 3, 2013</b>	Level	Hours	Current	01-Oct-17	07-Oct-18	06-Oct-19
Liquor Store Clerk Cashier	1	0	\$12.20	\$13.60	\$15.00	\$15.00
	2	500	\$12.20	\$13.60	\$15.00	\$15.00
	3	1000	\$12.20	\$13.60	\$15.00	\$15.00
	4	1500	\$12.20	\$13.60	\$15.00	\$15.00
	5	2000	\$12.59	\$13.60	\$15.00	\$15.00
	6	2500	\$14.48	\$14.70	\$15.00	\$15.00
	7	3000	\$16.04	\$16.28	\$16.52	\$16.86

<b>Group 1 Positions Hired On or After Oct 3, 2013</b>	Level	Hours	Current	01-Oct-17	07-Oct-18	06-Oct-19
Liquor Store Clerk Cashier	1	0	\$12.20	\$13.60	\$15.00	\$15.00
	2	500	\$12.20	\$13.60	\$15.00	\$15.00
	3	1000	\$12.20	\$13.60	\$15.00	\$15.00
	4	1500	\$12.20	\$13.60	\$15.00	\$15.00
	5	2000	\$12.59	\$13.60	\$15.00	\$15.00
	6	2500	\$13.53	\$13.73	\$15.00	\$15.00
	7	3000	\$14.48	\$14.70	\$15.00	\$15.00

<b>Group 2 Position</b>	Level	Hours	Current	01-Oct-17	07-Oct-18	06-Oct-19
Liquor Store Supervisor	1	0	\$14.25	\$14.46	\$15.00	\$15.00
	2	1250	\$15.35	\$15.58	\$15.81	\$16.13
	3	2500	\$15.89	\$16.13	\$16.37	\$16.70
	4	3750	\$17.58	\$17.84	\$18.11	\$18.47
<b>Available if hired prior to Oct 3, 2013</b>	4	3750	\$19.31	\$19.60	\$19.89	\$20.29

<b>Group 3 Position</b>	Level	Hours	Current	01-Oct-17	07-Oct-18	06-Oct-19
Liquor Warehouse Utility Clerk	1	0	\$14.00	\$14.21	\$15.00	\$15.00
	2	1250	\$15.20	\$15.43	\$15.66	\$15.97
	3	2500	\$17.04	\$17.30	\$17.56	\$17.91
	4	3750	\$18.91	\$19.19	\$19.48	\$19.87

Schedule "A" Administration						
<b>Grade 1 Position</b>	Level	Hours	Current	01-Oct-17	07-Oct-18	06-Oct-19
File Clerk	1	0	\$12.24	\$13.60	\$15.00	\$15.00
	2	1250	\$13.92	\$14.13	\$15.00	\$15.00
	3	2500	\$15.64	\$15.87	\$16.11	\$16.43
	4	3750	\$17.34	\$17.60	\$17.86	\$18.22
<b>Grade 2 Positions</b>	Level	Hours	Current	01-Oct-17	07-Oct-18	06-Oct-19
Receptionist	1	0	\$13.36	\$13.60	\$15.00	\$15.00
Mail & Stationery Clerk	2	1250	\$15.08	\$15.31	\$15.54	\$15.85
Junior Invoice Processing Clerk	3	2500	\$16.94	\$17.19	\$17.45	\$17.80
Price Checker	4	3750	\$18.80	\$19.08	\$19.37	\$19.76
<b>Grade 3 Positions</b>	Level	Hours	Current	01-Oct-17	07-Oct-18	06-Oct-19
Accounts Payable Clerk	1	0	\$15.68	\$15.92	\$16.15	\$16.48
Accounts Receivable Credit Clerk						
General Accounting Clerk	2	1250	\$17.16	\$17.42	\$17.68	\$18.03
Invoice Processing Clerk						
Margin Clerk	3	2500	\$18.67	\$18.95	\$19.23	\$19.62
Membership Clerk						
Purchasing & Support Services Clerk	4	3750	\$20.17	\$20.47	\$20.78	\$21.20
Operations Clerk						
<b>Grade 4 Positions</b>	Level	Hours	Current	01-Oct-17	07-Oct-18	06-Oct-19
Print & Design Forms Clerk	1	0	\$17.65	\$17.91	\$18.18	\$18.55
Senior Accounts Receivable Credit Clerk	2	1250	\$19.10	\$19.39	\$19.68	\$20.07
	3	2500	\$20.55	\$20.86	\$21.17	\$21.59
	4	3750	\$21.99	\$22.32	\$22.65	\$23.11
<b>Grade 5 Positions</b>	Level	Hours	Current	01-Oct-17	07-Oct-18	06-Oct-19
Accounts Payable Invoice Processing Supervisor	1	0	\$22.50	\$22.84	\$23.18	\$23.64
Accounts Receivable Credit Supervisor						
Administration & Support Services Supervisor	2	1250	\$23.74	\$24.10	\$24.46	\$24.95
General Accounting Supervisor						
Margin Supervisor	3	2500	\$24.95	\$25.32	\$25.70	\$26.22
Membership Supervisor						
	<b>4</b>	<b>3750</b>	<b>\$27.34</b>	<b>\$27.75</b>	<b>\$28.17</b>	<b>\$28.73</b>
<b>Grade 5 Level 4 is available provided required courses are completed and the incumbent has been a Level 3 with 2500 hours in an Employer administrative supervisory position.</b>						



## **ARTICLE #31 - SPECIAL PLACEMENT AND WORK EXPERIENCE**

### **SPECIAL PLACEMENT**

- 31.01 The terms and conditions for persons on special placement or work experience may vary from the terms and conditions of this Collective Agreement, but shall be subject to agreement between the Union and the Employer.
- 31.02 Special placement refers to Employees with special needs, recommended through an outside agency, who may not be able to perform the full duties of their jobs. Special placements are persons paid by the Employer, where the Employer may be subsidized.
- 31.03 The intention of the employment of people with developmental disabilities is to provide an opportunity to these people who may not otherwise be able to enter the workforce. This is in line with the objectives of the following sample agencies that support this program, including salary determination and levels:
- Developmental Disabilities Resource Centre (DDRC)
  - Champions Career Centre
  - Columbia College
- 31.04 Special placement Employees, who have requested and obtained an OCR confirming that they have demonstrated the Ability to perform the full duties of a Front End Service Clerk, shall be allowed to apply on any Front End Service Clerk posting as Transfer applicants. However, these Employees shall be subject to and must successfully complete a class trial period in the Front End Service Clerk Position. Applications to Classifications other than the Front End Service Clerk shall only be considered once the applicant has successfully passed class trial period for the Front End Service Clerk Position and shall be handled as selections.

### **WORK EXPERIENCE**

- 31.05 Work experience refers to students who perform work for school credits and do not receive any wages from the Employer.
- 31.06 Where the Employer agrees to accommodate requests for student exposure to the work place, students shall not be permitted to replace any unionized Employee. The student shall be required to work on a "one to one" basis with an Employee for a minimum of sixteen (16) hours. Each Employee work experience contract requires Union agreement. In the absence of mutual agreement with the Union on any contract extensions, the duration of the work experience shall not exceed the maximum hours allowed for in the initial contract. In the event the work experience student exceeds the agreement, he/she shall become a member of the bargaining unit.
- 31.07 The Employer and the Union shall agree prior to applying for any Federal or Provincial work or work experience programs (which include bargaining unit work) in order to ensure that the programs shall not eliminate, amend or affect the job security of any Employee who would have been employed if the program(s) did not exist.
- 31.08 The Union shall be supplied with a list of agreed to names of the persons, which program they are participating in and a copy of their contracts. Such persons shall not perform normal bargaining unit work other than the designated program.
- 31.09 The Employer shall pay to the Union a sum of money equivalent to union dues for the duration of the work experience contract.

## **LETTER OF AGREEMENT #1 - MEAT CUTTER TRAINING PROGRAM**

The intent of the Meat Cutter Training Program (Program) is to provide individuals with sufficient training and financial assistance to be successful in training for, and placement as, a Meat Cutter with Calgary Co-op.

### Terms of Agreement

- Calgary Co-op shall either:
  - have SAIT facilitate and coordinate a customized Retail Meat Cutting (RMC) Training Program, exclusively for Calgary Co-op Employees. Any practicum portion of an Employee's Program shall be at a Centre determined by Calgary Co-op; or
  - allow individuals to participate in SAIT's Retail Meat Cutting Program as an Employee of Calgary Co-op.
- Individuals completing either program would receive SAIT's certification.
- Calgary Co-op shall pay one hundred percent (100%) of the tuition costs for the Program. The Employee shall sign an education assistance agreement in the attached form whereby the amount paid by Calgary Co-op shall be forgivable over three 3 years of work from the date the Employee begins the Program. The parties endorse the attached form of agreement.
- Meat Cutter trainee Positions shall be filled through the standard posting process. Employees currently in the Meat Cutter Classification shall not be appointed to Meat Cutter trainee Positions.

- Qualifications shall include:

### **MINIMUM / ESSENTIAL QUALIFICATIONS:**

- Grade 12 or an equivalent combination of education and experience determined by Calgary Co-op.
- Retail experience, including the provision of customer service.

### **DESIRABLE QUALIFICATIONS:**

- Related meat retail experience.
- Knowledge of ordering and receiving procedures.
- Experience in supervision and planning and organizing events, projects or programs.
- The Program duration shall be 20 weeks, or as determined by SAIT & Calgary Co-op.
- Subject to agreement between SAIT and Calgary Co-op, product cut during this Program may be used in Calgary Co-op Meat Departments.
- The Meat Cutter Trainee wage rate shall be Level two (2) of Group twelve (12) wage scale for the duration of the Program. Wage determination and administration of, and from, this rate of pay shall be as per the Collective Agreement.
- All Meat Cutter trainee Positions shall be full-time (40 hours per week).
- It is a condition of being appointed to a Meat Cutter trainee Position that Employees provide a minimum of ten (10) Centres where they can be placed upon completion of the Program.
- Pursuant to the Employee's right to self-revert during a Classification trial period, Employees may at any time terminate their participation in the Program and return to their previous Classification, subject to the terms of the Education Assistance Agreement.

- Any Employee who does not successfully complete the requirements of the Program as determined by SAIT, shall also be subject to the terms of the Education Assistance Agreement.
- The Employer may revert an Employee back to their previous Classification during the Classification trial period as a Meat Cutter as per the Collective Agreement.
- Employees who terminate their participation, were unsuccessful in completing the Program, or were reverted from the Meat Cutter Classification, shall be precluded from bidding on Meat Cutter trainee Positions for six (6) months from the date of leaving the Program.
- Successful completion of the Program shall qualify an Employee for placement into the Meat Cutter Classification.
- Upon successfully completing the Program, Employees shall be returned to their previous Classification and considered for the next full-time posted Meat Cutter Position at any of the ten (10) Centres provided by the Employer. The Employee shall be subject to serving the Classification trial period as a Meat Cutter. Successful trainees shall be considered after Transfer applicants.
- Employees who successfully complete the Program shall be prohibited from bidding out of the Meat Cutter Classification for three (3) years from the date the Employee begins the Training Program. However, this shall not preclude Employees from exercising their right to self-revert during their Classification trial period, subject to the terms of the Education Assistance Agreement.
- Calgary Co-op reserves the sole right to determine the number of trainees, training locations, trainers, training program content, etc.

## **LETTER OF AGREEMENT # 2 - EDUCATION ASSISTANCE AGREEMENT**

Between: Calgary Co-operative Association Limited hereinafter called the "Employer" And: \_\_\_\_\_ hereinafter called the "Employee".

Whereas, the Employer has paid on behalf of the Employee the costs of the Retail Meat Cutting Program (the "Training Program") through SAIT in the amount of \$\_\_\_\_\_ (called throughout the "education assistance"). The Training Program duration shall be twenty (20) weeks, or as determined by SAIT and the Employer;

And Whereas the Employee has agreed to enter the Training Program and provide services to the Employer in exchange for the education assistance;

And Whereas the Union of Calgary Co-operative Employees ("UCCE") has endorsed this Agreement;

Now therefore this Agreement witnesses that:

1. The Employee acknowledges payment of the education assistance by the Employer to SAIT as of \_\_\_\_\_.
2. The Employer and the Employee agree that once the Employee has been continuously employed and working with the Employer for a period equivalent to three (3) full-time years after the date the Employee begins the Training Program, the Employee shall not be required to repay any monies for the education assistance to the Employer.

3. The Employee agrees that if during the initial three (3) years of work following the date of payment of the education assistance by the Employer to SAIT, the Employee voluntarily leaves employment, is terminated for cause, reverts to their previous Classification, or does not successfully complete the Training Program as determined by SAIT, the following rules apply:
  - (a) The monies expended for education assistance shall be divided by thirty-six (36).
  - (b) The Employee shall be credited with the sum representing one thirty-sixth (1/36) of the education assistance for each full month of work (rounded down) following the date the Employee begins the Training Program. A full month of work shall be calculated by taking the number of days worked by the Employee and dividing by the number of days available to be worked during the period in question (based on the shift schedule applicable to the Employee's Position).
  - (c) The Employee agrees to pay to the Employer on the Employee's last day of work the balance of monies expended for education assistance, after deducting the amount arrived at in b. above.
4. In the event an Employee reverts to the Employee's previous Position within two (2) weeks of the start of the Training Program, such that the Employer has only forfeited its deposit, the Employee shall only be responsible for the amount of the deposit paid for the Training Program.
5. The Employee hereby expressly authorizes and consents to the Employer deducting the sum determined in accordance with Paragraph 3 hereof from the final wages and remuneration due to the Employee by the Employer.
6. The Employee acknowledges having the opportunity to ask questions, obtain advice from UCCE, and to consult with independent legal counsel with respect to this Agreement. The Employee hereby voluntarily accepts the terms of this Agreement.

In witness whereof the parties have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered in the Presence of:

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

### **LETTER OF AGREEMENT #3 - MIDNIGHT SHIFTS**

Employees hired prior to June 30, 2010 scheduled to work midnight shifts shall only be scheduled by mutual agreement. An Employee who mutually agrees to work midnight shifts shall sign a scheduling agreement containing a start and end date reflecting a four (4) month time frame commitment. This Agreement shall expire at the end of the four (4) month period unless renewed in writing by the affected parties.

This Letter of Agreement shall not apply to Employees who post into Positions which state the working of midnight shifts may be required.

It is understood that day and evening shifts are considered to be a separate schedule from the midnight shift. Employees cannot exercise seniority rights for hours between day/evening and midnight shifts. Midnight shifts will be highlighted on the schedule.

### **LETTER OF AGREEMENT #4 - SHARED POSITIONS**

All provisions of the Collective Agreement shall apply to the Employees covered by this Letter of Agreement (hereinafter referred to as the Letter) except as modified or restricted by this Letter.

The provisions of this Letter shall apply to Employees who have posted into a Full-time shared Meat Cutter, Bakery Decorator, Floral Utility Clerk or Gas Bar Supervisor Position.

1. Employees posting into shared Positions shall be required to work in no more than two (2) centres/Locations within a fifteen (15) km radius.
2. Shared Position postings shall identify the home centre/Location and the other work centre/Location.
3. Employees shall be assigned to a home centre/Location for the purposes of scheduling (i.e. vacations, leaves, etc.) and administration (i.e. personnel files, appraisals, performance management, training, etc.).
4. Employees shall have their vacation scheduled on the basis of Seniority in their home centre/Location.
5. The number of shared Positions in each centre/Location shall be limited to one (1) each of the above noted Positions (i.e. where there is a shared meat cutter with a home centre at #1 and shared with #2, it shall be interpreted that both #1 and #2 have met this requirement).

### **LETTER OF AGREEMENT # 5 - FACING AND REMOVING CARDBOARD**

The parties agree to the following:

1. Front End Service Clerks may only "face and remove cardboard" when they are not busy with the duties of their own Classification, which shall remain their priority. Front End Service Clerks shall not be scheduled for a shift of facing and/or removing cardboard.
2. Should the Union believe the Company has violated the above provision, they shall immediately document and discuss their concern with the Company. The Company shall instruct management at the Centre where the incident occurred to immediately take the necessary steps to correct the situation and to ensure the provision is adhered to.
3. Should occurrences continue, the parties shall review the circumstances and together determine the necessary steps to resolve the situation(s).

4. Should the provision continue to be abused, the Union shall document and discuss the circumstances with the Company. If the Company is unable to correct or control the situation(s), the parties agree to add to clause 30.5 (Wages and Classifications) "Cannot Face or Remove Cardboard" which shall be confirmed in writing.
5. Should an Employee on their own initiative decide to "add new stock" when they have been instructed to "Face and Remove Cardboard", the Company shall take immediate steps to ensure the provision is adhered to, including training and/or progressive discipline. These circumstances shall not be considered in determining whether the Company has abused the "Can Face and Remove Cardboard" provision.

#### **LETTER OF AGREEMENT #6 – GAS BAR SERVICE CLERK PREMIUM**

The following premium shall only apply to Gas Bar Service Clerks who are currently receiving this premium prior to June 30, 2010:

1. Employees whose Substantive Position is a Gas Bar Service Clerk and is working in that Classification between the hours of 5:00 am and 5:00 pm and between Monday thru Friday shall be paid a shift premium of \$1.50 per hour for all Hours Worked or part thereof.
2. Employees receiving this premium shall not receive the Night Shift Premium as well for work between 5:00 am and 6:00 am.
3. New hires or employees who transfer into this position are not eligible to receive this premium.
4. The Employer shall serve thirty (30) calendar days written notice to the Union to cancel this letter at any time.

#### **LETTER OF AGREEMENT #7 - LIQUOR WAREHOUSE UTILITY CLERK**

Notwithstanding the Schedule "A" Wages provision, the parties agree that [REDACTED] will remain off scale and receive the percentage wage increases listed in Schedule "A" provided he remain in his current position as a Liquor Warehouse Utility Clerk.

Should [REDACTED] move to another Classification and subsequently return to the Liquor Warehouse Utility Clerk Classification, the above rates shall no longer be available to him, he will be subject to Schedule "A" Wages of the Collective Agreement.

#### **LETTER OF AGREEMENT #8 - FILE MAINTENANCE AND GENERAL UTILITY CLERK CLASSIFICATIONS**

The parties agree that during the term of this Collective Agreement the Company will not be replacing positions in these classifications with the intention of eliminating them from the Collective Agreement.

It is understood that the duties of the File Maintenance classification can be performed by the Customer Service Cashier classification and employees currently in the File Maintenance classification can be scheduled to cash as part of their regular duties.

## **LETTER OF AGREEMENT #9 - IMPLEMENTATION OF TECHNOLOGY**

Should the Employer wish to implement technology that replaces current processes and procedures outlined in the collective agreement, the Employer shall advise the Union of the proposed changes and identify current language in the collective agreement that restricts the implementation of the new technology. The Union agrees to discuss mid-term amendments to the collective agreement that would be required for the Employer to implement the proposed technology.

## **LETTER OF AGREEMENT #10 - "BLACKED OUT" WEEKS**

This letter is designed to address the issue of "blacked out" week(s) on the vacation calendar and will be administered in conjunction with all other rules in the collective agreement pertaining to vacation.

During the vacation selection period(s), Employees shall be able to request vacation for any week during the year. The Employer will determine the feasibility of approving or denying these vacation request(s) based on their operational needs.

## **LETTER OF AGREEMENT #11 - FULL TIME SUPERVISORS**

Employees who are in a full-time Supervisor position on the date of ratification shall have four (4) weeks to declare in writing whether they want to remain in the Supervisor classification, whereby they shall be subject to clause 10.47(c). If they choose not to remain in the Supervisor classification, they shall be placed into a non-supervisory position within the same store, department, template and wage rate of the new classification. The non-supervisory position shall be the highest paid classification below the Supervisor classification within the department. For example, Customer Service Supervisor to Customer Service Cashier, Grocery Supervisor to Grocery Utility Clerk, Meat Supervisor to Meat Cutter, etc. The timing of the reclassification shall be at the discretion of the Employer. It is understood that during this transition, the Employee shall not be transferred as a Supervisor.

## **LETTER OF AGREEMENT #12 - BACKUP SUPERVISORS**

Where the Union believes that the hours being scheduled to Backup Supervisors are excessive, the Company agrees to meet and discuss the issue with the Union. Any changes to the schedule will be at the discretion of the Company.

## **LETTER OF AGREEMENT #13 - FLORAL UTILITY CLERK**

It is understood that the Company will designate the Floral Utility Clerk position, it is in its own scheduling group and can be backfilled from other departments at the discretion of the Company.

Employees who accept the Floral Utility Clerk position will have the ability to return to their substantive position within one year of the initial implementation of the position.

The Parties agree that all changes take effect as of the date of ratification of the Collective Agreement, unless another date is specified. Active Employees on the date of ratification represented by the Union shall be eligible for retroactivity payments resulting from this Memorandum of Settlement for the most recent period of continuous service.

SIGNED THIS \_\_\_\_ DAY OF FEBRUARY, 2018

For the Employer

For the Union

\_\_\_\_\_  
Dale Hladiuk

\_\_\_\_\_  
Pat Rose

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Karolyn Fleming

\_\_\_\_\_  
Shelley Winters

\_\_\_\_\_  
Scott James

\_\_\_\_\_  
Kathy Carberry

\_\_\_\_\_  
Sherry Giacomini

\_\_\_\_\_  
Vince Singh

\_\_\_\_\_  
Joe Hudon

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Tom Evans