

COLLECTIVE AGREEMENT

BETWEEN

NORTH CENTRAL CO-OP LIMITED
(Retail)

AND

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

Renewal: ***May 5th, 2019***

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CLARIFICATION OF ITEMS

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

THIS COLLECTIVE AGREEMENT made this **5th** day of **May, 2016**.

BY AND BETWEEN **NORTH CENTRAL CO-OP LIMITED**,
hereinafter referred to as “the **Co-operative**”

AND UNITED FOOD & COMMERCIAL
WORKERS CANADA UNION, Local No.
401, hereinafter referred to as “the
Union”

WHEREAS: The **Co-operative** and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the **Co-operative** and the employees covered by the terms of this Agreement and desire to provide methods of fair and amicable adjustment of disputes which may arise between them.

NOW THEREFORE: The **Co-operative** and the Union mutually agree as follows:

Article 1 – Bargaining Agency

1.1 The **Co-operative** recognizes the Union as the sole agency for the purpose of Collective Bargaining for all employees coming under the provisions of this Agreement employed in the store owned and/or operated by the **Co-operative at 2331 66th Street, Edmonton, Town Centre Mall, Alberta, or nearby replacement store**, except those in the meat section, Pharmacy Managers, Pharmacists, Pharmacy Interns, Health Care Consultants, **Store Manager, Bakery Manager, Produce Manager, Grocery Manager, Assistant Grocery Manager, Office Manager (HC), Management Trainees, and those in the Gas Bar.**

Article 2 – Union Establishment

2.1 The **Co-operative** agrees to retain in its employ within the Bargaining Units, as outlined in Article 1 of this Agreement, only members of the Union in good standing. The **Co-operative** shall be free to hire new employees who are not members of the Union, provided said non-members, whether part-time or full-time employees, shall be eligible

for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.

2.2 Form Letter

The **Co-operative** agrees to provide each new employee at the time of employment with a form letter, outlining to the employee his/her responsibilities in regard to Union membership and outlining the provisions of Article 5.4 of this Agreement; and to provide the Union, in writing, with the name and address of each employee to whom the letter was presented along with the employee's date of hire. The Union shall bear the expense of printing the letter, the contents of which to be such that it is acceptable to the **Co-operative**. The **Co-operative** further agrees to provide the Union, once a month, with a list containing the names of all employees who have terminated their employment during the previous month.

Article 3 – Deduction of Union Dues

- 3.1 The **Co-operative** agrees to deduct from the wages of each employee, upon proper authorization from the employee affected such initiation fees, assessments and Union dues as are authorized by the Union. The Union agrees that should they propose a dues structure that cannot be administered by the **Co-operative**, the parties will meet to discuss a resolve. The **Co-operative** further agrees, automatically, to deduct Union dues and initiation fees from the wages of all new employees. Monies deducted during any month shall be forwarded by the **Co-operative** to the President of the Union not later than the fifteenth (15th) day of the following month, and

accompanied by a statement of the names of the employees for whom the deductions were made and the amount of each deduction. Dues check-offs are to be submitted on a monthly or four (4) week basis.

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

- 3.2 The **Co-operative** agrees to have the membership application forms, dues, and initiation fee deduction forms signed by the employees at the time of hiring.
- 3.3 The **Co-operative** agrees to list Union dues deductions of the employees on the T-4 Income Tax form for all employees in the Bargaining Unit.
- 3.4 The Union will give the **Co-operative** four (4) weeks' notice prior to changing the amount of dues to be deducted.

Article 4 – Basic Work Week, Overtime, General Holidays

The **Co-operative** reserves the right to schedule hours of store operations, employee hours of work, rest periods, meal periods, and overtime work, subject to the following provisions.

4.1 Basic Work Week

- (a) **The** basic work week for an employee working full-time shall be forty (40) hours.

For the purpose of this clause, a full-time employee shall be considered one who, normally, works forty (40) hours per week, or is compensated for same, once a full-time vacancy has been deemed to exist as

per Article 11.4. New employees who normally work forty (40) hours per week shall be considered full-time after completing the probationary period, as provided in Article 4.7 of this Agreement.

- (b) There shall be a daily starting time for each employee. Daily hours of work shall be consecutive with the exception of rest and meal periods. No split shifts shall be worked.
- (c) Notwithstanding Article 11.3 of the Collective Agreement, the **Co-operative** may designate the individuals who will occupy the following classifications:

Assistant Produce Manager
Assistant Bakery Manager
Head File Maintenance
Floral Operator
Variety Operator

The store will have only one of each of these classifications. It is agreed that the employees in an acting capacity are to be included in the limitations.

Employees who are demoted or who voluntarily step down from these classifications will be placed in the store and classifications that they were promoted from at the rate corresponding to their career hours.

4.2 Overtime Pay

- (a) All time worked in excess of the basic work week, as defined in sub-article 4.1 (a), or the regular daily hours scheduled by the **Co-operative**, shall be worked only

after authorization by Management or someone acting with the authority of Management. All employees shall be paid at time and one half (1 1/2 X) their regular rate for time worked in excess of the basic work day and basic work week as set out in Article 4.1 (a) or the reduced work week as defined in Article 4.3 (b). Compensating time-off shall not be given in lieu of overtime pay.

- (b) Where an employee works more than ten (10) continuous hours in any one (1) day, (more than eleven (11) in the case of a nine (9) hour basic work day), the employee shall be paid at double (2X) their regular hourly rate of pay.
- (c) A part-time employee who completes the basic work week shall be compensated as in (a) and (b) above.
- (d) Overtime shall be by mutual consent and, where practical, shall be offered to the most senior employees on the shift, provided the employee has the ability and qualifications to perform the required overtime work. If the senior employees do not wish to accept the overtime, the Management shall have the right to assign such work ***in reverse order of seniority*** to such junior employees who have the necessary ability and qualifications and who are at work at the time.
- (e) Overtime – Rest Periods

If an employee is requested to work more than one (1) hour but no more than two (2) hours overtime continuously with the regular shift, he/she will be given

a fifteen (15) minute paid rest period. The break will be taken before the commencement of the overtime.

If an employee is required to work more than two (2) hours overtime, he/she will be granted an optional half (1/2) hour unpaid meal period in addition to the above mentioned rest period.

4.3 General Holidays

(a) The following days shall be paid General Holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Heritage Day (1 st Monday in August)	

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

In the case of a General Holiday proclaimed by a City or Municipality, only those stores of the **Co-operative** in that City or Municipality shall be affected by the requirements of this article.

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

(b) The hours of work for employees in a week when a General Holiday occurs and as are recognized, as

referred to in Article 4.3 (a), shall be reduced by eight (8) hours for each holiday so recognized. It is clearly understood that the **Co-operative** will be under no restrictions regarding days off, shift schedule, and days of store operation during such weeks.

All time worked in excess of the reduced basic work week shall be compensated for at the rate of time and one half (1 1/2 X).

(c) Pay for Work on a Holiday

Employees required to work on a holiday shall be compensated at the rate of double (2X) their regular hourly rate for each hour worked. The **Co-operative** will schedule all employees to work on General Holidays on a fair rotational basis. Each store will maintain an updated record of employees who are scheduled to work in each scheduling group, for each General Holiday, for each calendar year. The record will be made available to the Union by request.

(d) Consistent with the scheduling practices of the division, the following shall serve as a guide to the interpretation and application, of the provisions of Article 4 of the Collective Agreement.

When a full-time employee does work on the holiday, they shall receive as compensation that week:

- (i) Eight (8) hours Statutory Holiday pay;
- (ii) Double (2X) time for all hours worked on the Statutory Holiday;

- (iii) Thirty-two (32) hours pay for thirty-two (32) regular hours worked.

When a full-time employee does not work on the holiday, they shall receive as compensation that week:

- (i) Eight (8) hours Statutory Holiday pay;
- (ii) Thirty-two (32) hours pay for thirty-two (32) regular hours worked.

4.4 General Holidays for Part-Time Employees

(a) All part-time employees who have been employed thirty (30) calendar days or more and have worked their scheduled working day prior to and following the holiday, unless absent due to bona fide illness or accident and provided the employee produces a medical certificate if the **Co-operative** so requires, prior to the employee returning to work will receive the greater of the required entitlement under the Employment Standards Code or the following:

- (i) All part-time employees who have worked an average of at least thirty (30) hours or more per week in the four (4) weeks preceding the week in which a General Holiday occurs, shall receive eight (8) hours pay at his/her regular hourly rate for each holiday observed under this Agreement.
- (ii) All part-time employees who have worked an average of at least eighteen (18) hours in the preceding four (4) weeks shall receive six (6)

hours pay at his/her regular hourly rate for each holiday observed under this Agreement.

- (iii) All part-time employees who have worked an average of less than eighteen (18) hours in the preceding four (4) weeks shall receive the average number of hours they have worked on the day of the holiday in the preceding four (4) weeks.

In calculating the foregoing averages, all hours worked by a part-time employee to a maximum of forty (40) hours per week will be used in calculating the Statutory Holiday pay entitlement.

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

Part-time employees working in a week in which a holiday falls shall receive equal treatment with full-time employees in respect to receiving overtime pay for those hours worked in excess of the reduced work week.

(b) Part-Time Employees Working During a Statutory Holiday Week

Part-time employees who are not scheduled to work on a Statutory Holiday may, by mutual agreement, be scheduled to work up to forty (40) hours at the straight time rate of pay. The above noted hours will be distributed in accordance with weekly seniority.

- (c) Part-time employees will be allowed, if required by the **Co-operative**, to work thirty-two (32) regular hours at straight time rates in addition to those hours worked on the Statutory Holiday.

In weeks where there is two (2) Statutory Holidays, part-time employees will be allowed, if required by the **Co-operative**, to work twenty-four (24) regular hours at straight time rates in addition to those hours worked on the Statutory Holiday.

4.5 Meal and Rest Periods

- (a) An employee working a daily shift up to and including five (5) hours will have one (1) paid rest period not to exceed fifteen (15) minutes.
- (b) An employee working a daily shift of more than five (5) hours, but less than seven (7) hours, will have two (2) paid rest periods of fifteen (15) minutes each.
- (c) An employee working a shift of seven (7) or more hours will have two (2) rest periods not to exceed fifteen (15) minutes each and one (1) meal period without pay.
- (d) Rest periods are to commence not earlier than one (1) hour after the start of the shift nor less than one (1) hour before either the meal period or the end of the shift. Rest periods will be scheduled as near to midway between the meal period and the commencement and finish of a shift, if possible. Rest periods shall be with pay.

- (e) Should an employee be unable to take a scheduled rest period, they will be compensated for the missed rest period at the applicable straight time or overtime rate.
- (f) For employees in the Front End department (Cashiers, Customer Service, and Courtesy Clerks) where the **Co-operative** is scheduling their meal and rest periods, and the employee is not able to receive their breaks within the above defined time(s) due to business demands, the employee shall be compensated at the applicable straight time or overtime rate.
- (g) It is understood that the compensation contemplated in Article 4.5 (e) and (f) will not be pyramided.
- (h) Meal periods will be no more than sixty (60) minutes in length. Upon mutual agreement an employee's meal break may be less than sixty (60) minutes in duration. This shall commence not earlier than three (3) hours nor later than five (5) hours after the start of an employee's shift. Meal periods will be scheduled as near mid-shift as possible.
- (i) Employees on a night shift shall have a half (1/2) hour meal period.
- (j) Except in cases of emergency, meal and rest periods will be uninterrupted.
- (k) If an employee abuses this provision, he/she will be subject to discipline as determined by the **Co-operative**, which shall be subject to the grievance procedure.

4.6 Time Recording

The **Co-operative** shall provide a time recording device to enable employees to record their time for payroll purposes. Employees shall record their own time at the time they start and finish work and the time they commence and return from meal periods and such other recordings as may be required by the **Co-operative**.

Completed time cards or attendance reports for employees on the Time and Attendance system will be made available for inspection by the Union for purpose of checking the proper recording and payment of time worked. Upon four (4) weeks notice to the Union and the employees, the **Co-operative** may introduce a new method of time recording. If identity badges are required for the new system, up to two (2) badges will be supplied by the **Co-operative** at no charge to the employees.

The employees will record their time in ballpoint pen. Any employee who, for any reason, fails to record all time worked in the manner required by this article, shall be penalized as follows:

1st Violation: Three (3) working days suspension without pay during one (1) week; the employee will be permitted to work only two (2) days during such a week.

2nd Violation: Two (2) weeks suspension without pay.

Management agrees to assume its full responsibility in seeing that all employees are compensated for all time worked. Management personnel who, intentionally violate this provision, will be disciplined in a similar manner at

Management's discretion to that set out above by the **Co-operative**.

Suspension shall be implemented within one (1) month of notification by the Union to do so unless a longer period is mutually agreed upon by the Union and the **Co-operative**, or in the event that the requested suspension become subject to the grievance procedure. Any dispute arising as a result of the above provisions shall be subject to the Grievance and Arbitration Articles of the Agreement.

An employee who is working on Saturday will have the opportunity to complete his/her time card at the end of the shift.

“Only the Store Manager or their designate shall approve time cards”.

4.7 Probationary Period

During the first **two hundred (200)** hours worked, or an extended period mutually agreed upon by the **Co-operative** and the Union, each new employee shall be on probation. The decision as to whether or not to retain the employee's services shall be the sole right of the **Co-operative** and any termination occurring during that period shall not be subject to Articles 16 and 17 of this Agreement.

Article 5 – Wages/Premiums

5.1 The **Co-operative** agrees to pay all persons covered by the terms of this Agreement the Schedule of Wages as set out in Appendix "A" of this Agreement during such time as

this Agreement is in force, effective on dates as shown; and provided that, if an employee is receiving an hourly wage rate or premium rate for night work which is in excess of the rates herein contained, such wage rates or premium rate for night work shall not be reduced by reason of the signing of this Agreement.

There shall be a regular **bi-weekly** pay day and each employee shall be provided with a statement of earnings and deductions for the pay period covered.

Should there be major problems with an employee's pay; i.e. pay not issued or vacation pay missing, the **Co-operative** will, as soon as possible and using best efforts, issue pay to remedy the problem.

5.2 Job Classifications

If the **Co-operative** desires to introduce a new job classification they will meet with the Union to negotiate the rates and conditions for the job. If the **Co-operative** and the Union cannot negotiate the rates and conditions, then the matter will be referred to arbitration for resolution.

5.3 Rates for Relief Work

(a) Produce and Assistant Managers and Head Cashiers

Employees assigned to relieve Produce Managers, Assistant Managers, or Head Cashier for two (2) days or more in a week shall, as a minimum, be paid the applicable rate established for the Produce Manager, Assistant Manager, or Head Cashier classification in this Agreement for all time so employed.

(b) Head Cashier Relief

Pre-2003 employees assigned to relieve the Head Cashier in accordance with Article 5.3(a) will be eligible for relief pay based on the Pre-2003 Head Cashier rate as defined in Appendix "A".

Post-2003 employees assigned to relieve the Head Cashier in accordance with Article 5.3(a) will be eligible for relief pay based on the Post-2003 Head Cashier rate as defined in Appendix "A".

5.4 Credit for Previous Experience

All employees will be classified according to previous comparable experience. Employees having previous comparable experience may be paid a lower scale of wages than their experience calls for but not less than the minimum rate established by this Agreement for a probationary period not to exceed Article 13 provided the employee's services are retained and their experience is accepted as comparable, then after the probationary period they shall receive any difference between their probationary rate of pay and the rate for which their experience qualifies them. It is further understood that the rate paid retroactively shall not apply to the first ten (10) working days. Employees shall receive written notification showing any credit for previous experience.

In calculating credit for previous comparable experience, employees shall receive credit for their previous experience to a maximum of twenty-four (24)

months credit. The parties may agree to exceed the twenty-four (24) month credit where there is merit.

It shall be optional for the Co-operative to grant credit to those employees who are claiming previous comparable experience if such employees have been out of the industry for three (3) years or more.

In the event of any disagreements as to credit granted for previous experience, such disagreements shall be considered a grievance and the grievance procedure provided in this Agreement shall apply.

PROVIDED THE CO-OPERATIVE HAS:

Provided the employee with a new employee letter provided for in Article 2.2 of this Agreement not later than two (2) weeks from date of employment.

Provided the employee with a written notification showing credit granted for previous experience within the thirty (30) day period, or mutually agreed extended period, required by this Article.

Provided the Union with a copy of the letter showing credit granted for previous experience within the same period.

Then no consideration shall be given to any disagreement pertaining to credit for previous experience if presented later than sixty (60) days from date of employment.

5.5 Night Shift Premium

All hours worked by an employee between ten (10:00) p.m. and seven (7:00) a.m. shall be considered as shift work and paid for at the applicable straight time/overtime rate plus two (\$2.00) dollars per hour shift premium for each full hour worked during this period.

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

5.6 Lead Hand Premium

Where night stocking is in effect, there will be one (1) clerk appointed to be "in charge" of the night stocking crew to be known as the "Lead Hand". A premium rate of one (\$1.00) dollar per hour will be paid to the "Lead Hand" for all full hours so appointed.

5.7 Clerk in Charge Premium

A premium of one (\$1.00) dollar per hour will be paid to an employee designated as Clerk in Charge who, in the absence of the Store Manager, Store Supervisor, or Assistant Store Manager, assumes responsibility for the operation of the store and acts in this capacity for a period of two (2) consecutive hours or more during all hours the store is open to the public.

As an exception to the foregoing, a Clerk in Charge who is present for night shopping hours or responsible for lock-up at the close of business, shall be paid the premium from the time the Store Manager, Store Supervisor, and Assistant Manager are absent from the store.

An employee will not receive both the Lead Hand (Premium Rate Clerk) and Clerk in Charge premium.

Clerk in Charge hours will be indicated on the work schedule.

5.8 Sunday Premium

All employees who work on Sunday shall receive, in addition to their straight time hourly rate, a premium of one (\$1.00) dollar per hour for each hour worked on Sunday.

5.9 Variety Operator Relief

Employees assigned to relieve the Variety Operator will be paid a premium of one dollar seventy-five cents (\$1.75) per hour when assigned to relieve for a period of one (1) week or more.

5.10 Floral Operator Relief

Employees assigned to relieve the Floral Operator will be paid a premium of one dollar fifty cents (\$1.50) per hour when assigned to relieve for a period of one (1) week or more.

Article 6 – Vacations

- 6.1 (a) **Employees hired prior to May 1st, 2015** shall accumulate vacation entitlement and accumulate vacation pay as follows:

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

Full-time employees hired after May 1st, 2015 shall receive vacation with pay as follows:

All full-time employees shall receive vacation with pay as follows:

- (a) After one (1) year's continuous service, shall receive two (2) weeks' vacation with pay, (4% of gross earnings)***
- (b) After two (2) years' continuous service, shall receive three (3) weeks' vacation with pay, (6% of gross earnings)***
- (c) After eight (8) years' continuous service, shall receive four (4) weeks' vacation with pay, (8% of gross earnings)***

- (d) After fourteen (14) years' continuous service, shall receive five (5) weeks' vacation with pay, (10% of gross earnings)**
- (e) After twenty-five (25) years' continuous service, shall receive six (6) weeks' vacation with pay, (12% of gross earnings)**

Part-time employees hired after May 1st, 2015 shall receive vacation pay as follows:

- (a) After one (1) year's continuous service, 4% of gross earnings;**
- (b) After two (2) years' continuous service, 6% of gross earnings;**
- (c) After eight (8) years' continuous service, 8% of gross earnings;**
- (d) After fourteen (14) years' continuous service, 10% of gross earnings;**
- (e) After twenty-five (25) years' continuous service, 12% of gross earnings.**

For all employees, “% of Gross Earnings” shall mean a percentage of all monies received directly from the **Co-operative** (wages, overtime, bonuses, premiums, vacation pay, sick leave credit payments, and other items of a similar nature).

For the purpose of calculating vacation allowance only, April 30th of each year shall be

the anniversary date. All new employees will be adjusted accordingly during their first (1st) year of employment.

Vacations shall be scheduled from April 1st to September 30th inclusive, unless otherwise mutually agreed by the Co-operative and the employee. It is further agreed that the fourth (4th), fifth (5th), and sixth (6th) week of vacation may be scheduled at the discretion of the Co-operative upon three (3) weeks' notice unless vacations are taken during the months of April, May, and June.

For the purpose of vacation allowance, a regular full-time employee means an employee who has completed in each calendar year's continuous service with the Co-operative, not less than two hundred twenty-five (225) days of actual work.

Part-time employees will select in writing by April 1st, 2016, whether they wish to have their vacation pay in a lump sum after April 30th, to be paid on vacation as part of the normal payroll process, or on each cheque during the year. If no selection is made, they will be paid vacation pay on each cheque. For subsequent years the method of payment will continue unless the employee requests otherwise in writing. Requests to change may be made once per year and will take effect May 1st of the following year.

If the employee selects the lump sum payment option, it shall be paid out on or before May 31st,

on a separate cheque. In no case shall an employee receive less than that provided for in the Employment Standards Code of Alberta. Part-time employees are entitled to the same amount of time off as a full-time employee for the purpose of vacation.

- (b) Part-time employees with less than one (1) year's service shall receive vacation pay at a rate of four (4%) percent of gross earnings.
- (c) Upon termination of employment, employees shall receive any earned vacation pay during the period of employment for which vacation allowance has not been paid at the appropriate rate described in the table above. Employees with less than one (1) year of service will receive four (4%) percent of their gross earnings for any unpaid portion of vacation pay.
- (d) **Co-operative** seniority shall apply, provided it is operationally feasible, in preference for vacations within the store and scheduling group. Full-time employees are considered senior to part-time employees. Part-time vacation schedules will be completed following the selection by full-time employees.
- (e) Vacation planners shall be posted by **January** 1st of the preceding year for both full-time and part-time employees. Employees shall be listed on the planner in accordance with their seniority. Full-time employees shall submit their vacation preferences for Management approval prior to **February 28th**. The **Co-operative** will make the final determination of assigned dates based on existing conditions and post

a completed vacation planner for full-time employees by **March 31st**.

Full-time employees who have not made their vacation selection by **February 28th**, shall lose their opportunity to schedule any remaining unscheduled vacation subject to their seniority unless employees are absent because of approved leaves of absence, extended disability leaves or other bona fide absences. All reasonable accommodations will be made for the selection of vacation by said absent employees upon their return to work. All other unscheduled vacation will be scheduled at the **Co-operative's** discretion.

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

- (f) Part-time employees with thirteen (13) or more years of continuous employment with the **Co-operative** will have the opportunity to schedule three (3) weeks time off during prime time.
- (g) When a part-time employee is promoted from part-time to full-time employment, ***vacation entitlement shall be calculated as years of service from the date of hire.***
- (h) The time period from April 1st to September 30th of each year shall be considered the prime vacation period. ***Employees with three (3) or more weeks of***

vacation entitlement may schedule two (2) weeks of their vacation (consecutively where operationally feasible) during the prime time period. **E**mployees with five (5) or more weeks of vacation entitlement may schedule three (3) weeks (consecutively where operationally feasible) during prime time.

- (i) When a General Holiday occurs during an employee's vacation, an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received if he/she had been working. Where an employee receives three (3) or more weeks vacation with pay and a General Holiday occurs during the employee's paid vacation, an extra day's pay may be given in lieu of an extra day's vacation with pay – if, in the opinion of the **Co-operative**, an extra day's vacation with pay interferes with vacation schedules or hampers operations.

The day off mentioned in the above paragraph will be taken immediately following the employee's vacation. Subject to the Store Manager's approval, the employee may choose instead to take the day off immediately prior to his/her vacation.

- (j) Where the services of an employee are retained by the purchaser of a business, his/her services (for vacation purposes only) shall be deemed to be uninterrupted by the sale or purchase of the business and shall be binding upon the purchaser, in accordance with prevailing Alberta Statutes.
- (k) Employees who have worked less than one (1) year and who terminate their employment will receive a vacation allowance to the amount equal to four (4%)

percent of the total salary and wages earned for which no vacation allowance has been paid.

Employees entitled to two (2), three (3), four (4), five (5), six (6), or seven (7) weeks vacation and who terminate their employment shall receive payment for vacation allowance in an amount equal to four (4%) percent, six (6%) percent, eight (8%) percent, ten (10%) percent, twelve (12%) percent, and fourteen (14%) percent, respectively, of the total wage and salary earned by the employee during the period of employment for which no vacation allowance has been paid.

6.2 Single Days of Vacation Protocol

On a trial basis for the term of the Collective Agreement, full-time employees with three (3) weeks of vacation eligibility will be able to use single days of vacation, in accordance with the following conditions:

- 1. Employees may use a maximum of one (1) week of their entitlement in single day increments.***
- 2. Notwithstanding anything to the contrary in the Collective Agreement, employees who wish to use single days of vacation must advise their Store Manager no later than May 31st of each year. These employees will not schedule one (1) week of their vacation entitlement in order to use these days for single day vacations.***
- 3. All requests for single days of vacation must be provided to the Store Manager at least twenty-one (21) days in advance and will be approved at the***

Co-operative's sole discretion. This notice period can be waived by the Co-operative, at its discretion. Requests will be considered on a "first come, first served" basis. No single day or days of vacation will be approved to be taken during the months of June, July, or August.

- 4. All single days of vacation must be scheduled or taken by March 1st of each year. Any single days of vacation that are not scheduled by March 1st of each year, will be scheduled by the Co-operative, at its sole discretion.***

Article 7 – Leaves of Absences

7.1 Funeral/Bereavement Leave

- (a) In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay, with consideration given to travel time for the purpose of attending the funeral. The length of such absence shall be at the discretion of the **Co-operative**. The term "immediate family" shall mean: spouse, parent/step parent, child/**step child**, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandmother, grandmother-in-law, grandfather, grandfather-in-law, and grandchildren, or any relative living in the household of the employee. The time off, with pay, shall be determined on the basis of the hours that the employee was originally scheduled to work during the leave.

- (b) In the event of the demise of an aunt or uncle, nephew or niece, an employee will be granted one (1) day's leave of absence with pay to attend the funeral.
- (c) In the case of death of spouse, father, mother, or child/step child, the employee shall be entitled to, up to one (1) week's leave of absence with pay for the purpose of bereavement.
- (d) Common law and same sex spouses are to be recognized by the **Co-operative** for the provisions of this article.

7.2 Personal Leave

- (a) Employees with one (1) year's service with the **Co-operative** may request a leave of absence, without pay, for a period not to exceed four (4) months, upon written application through the Store Manager. Requests for leaves of absence will be adjudicated on the basis of merit, compassion, and the operational needs of the store. Final approval of leaves of absence will rest with the **Operations** Manager. If the request is refused, the employee and the Union shall be so advised in writing as to the reasons for the refusal. For compassionate reasons the **Co-operative** may extend the period of time of such leave of absence beyond four (4) months as herein provided.

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

day time frame may not be available, in those cases the request will be adjudicated as above.

The employee shall be advised of the Co-operative's answer within fifteen (15) days of the request.

Leaves of absences will not be considered for circumstances covered by any other leave of absence provision in the Collective Agreement (e.g. Educational Leave) or in the case where an employee is requesting the leave to work or train for another employer.

7.3 Compassionate Leave

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

7.4 Leave for Parents

(a) Maternity Leave

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

the date of confinement mentioned in the certificate and the actual date.

Employees will continue to accrue seniority while on maternity leave.

Employees will have the option of maintaining their coverage under the **Co-operative** benefit plan by pre-paying the cost of those benefits prior to commencing such leave.

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

The employee, when returning to work at the end of her leave (maternity or parental leave) shall give the **Co-operative** two (2) weeks' notice of date of return and submit a certificate from her doctor, indicating that her resumption in employment will not, in his/**her** opinion, endanger her health.

Employees, who commence maternity leave, will have benefits reinstated upon return to work.

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

(b) Parental/Adoption Leave

An employee may request a parental or adoption leave of absence without pay for the care and custody of a newborn child or an adoptive child under the law of the Province. Such leave of absence will be to a

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

The employee shall continue to accrue seniority while on such leave.

Employees will have the option of maintaining their coverage under the **Co-operative** benefit plan by prepaying the cost of those benefits prior to commencing such leave.

Employees who choose not to maintain their benefit coverage under the **Co-operative** benefit plan will have their benefits reinstated upon return to work.

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

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

7.5 Paternity Leave

An employee about to become a father shall be entitled to an unpaid leave of absence of up to **five (5)** days at the time of the birth of his child.

7.6 Pre-Payment of **Co-operative** Benefits when Going on Parental Leaves

Those employees wishing to maintain their coverage under the **Co-operative** benefit plan while on parental leaves, must pre-pay the cost of those benefits prior to commencing such leave by either paying the full amount or by providing up to four (4) post-dated cheques.

7.7 Educational Leave

Full-time employees with two (2) or more years of continuous full-time service with the **Co-operative** may request an educational leave of absence for up to one (1) year without gain or loss of seniority.

The following terms shall apply to such requests for educational leave of absence:

- (a) An employee who wishes to make application for an educational leave of absence shall submit his/her request in writing to the Human Resources Manager with a copy to the Store Manager and a copy to the Union office.
- (b) The employee must have made application to attend an accredited educational institution.
- (c) Such leave will be granted on a one (1) time only basis for each employee.
- (d) A maximum of **one (1) employee from a department, to a maximum of two (2) employees** who work in the **Co-operative** store will be allowed to be on educational leave at any one time.

- (e) Notwithstanding the foregoing, the **Co-operative** may grant educational leaves of absence which exceed the maximums set out above.
- (f) During the period of educational leave an employee may choose to pre-pay their full-time benefits.
- (g) The absence of a full-time employee on educational leave of absence will not create a full-time vacancy for the purpose of Article 11 – Seniority.
- (h) Full-time employees may work part-time hours while on an educational leave provided there are hours available. Employees electing to work during their leave must meet the student availability requirements. These employees will be placed on the part-time schedule using their full-time seniority date and will be scheduled as per the part-time scheduling rules. Employees on educational leaves will not be eligible to qualify for part-time **Health and Benefits plan** as per Article 8.2, but may maintain their full-time benefits by pre-paying as indicated in Article 7(f). Vacation pay will be pro-rated as per Article 6 in the subsequent year.
- (i) Leave of absence will terminate should the employee cease to attend the institution for which leave was granted.
- (j) All educational leaves of absence **must be approved by the General Manager.**

- (k) An employee shall be returned to his/her former classification at the completion of his/her leave of absence.
- (l) **Co-operative** sponsored training programs do not qualify for Educational Leave.

7.8 Family Leave

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

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

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

7.9 Jury Duty Pay and Material Witness

- (a) Employees, summoned to Jury Duty (including Jury Selection) or subpoenaed as a material witness shall be paid wages amounting to the difference between the amount paid them for such services and the amount they would have earned had they worked on such days. This does not apply if the employee is summoned on his/her regular day(s) off.

- (b) Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remain to be worked. Total hours on Jury Duty or when serving as a material witness and actual work on the job in the store in one day shall not exceed eight (8) hours for purposes of establishing the basic work day. Any time worked in the store in excess of the combined total of eight (8) hours shall be considered overtime and paid as such under the Agreement.
- (c) In order to be eligible for the foregoing benefit an employee must notify the Store Manager as soon as possible after receipt of Notice of Selection for Jury Duty or after receipt of Subpoena to Appear as a Witness.
- (d) Appearance as Witness on the **Co-operative's** Business
 - (i) Any employee who is required or summoned to appear in Court on behalf of the **Co-operative** will be paid up to eight (8) hours at the straight time rate of pay. Employees who are required to appear in Court on behalf of the **Co-operative** on their day off will be paid a minimum of four (4) hours pay at the straight time rate of pay.
 - (ii) It is understood that payment of the foregoing witness pay will not be counted as hours worked for the purpose of calculating overtime on a weekly basis.
 - (iii) It is also agreed that employees must return all fees provided to them by the Court in excess of

ten (\$10.00) dollars. Employees who are reimbursed by the Court for incidental expenses such as mileage or parking may keep such reimbursements.

(e) Appearance as a Witness on the Union's Business

Where the Union subpoenas an employee of **the Co-operative** covered under the terms of Collective Agreements with the United Food and Commercial Workers Canada Union, Local No. 401, the Union will be responsible for any lost wages of the employee concerned.

7.10 Military Leave

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

7.11 Union Leave

Provided the operational needs of the store can be met, the **Co-operative** agrees to allow time off work without pay for delegates selected to attend seminars, Union conventions, Union business, and to attend negotiations up to six (6) months and any extension mutually agreed upon up to a maximum of a further six (6) months to attend to Union business.

The Union will give the **Co-operative** a minimum of two (2) weeks' notice. No request will be unreasonably withheld. Where the Union requests information about the

denial of a request for leave, the **Co-operative** will provide an explanation.

Time spent on Union business by employees, where the **Co-operative** is reimbursed by the Union, shall be considered as time worked for all purposes under the Collective Agreement.

Article 8 – Health & **Benefits** Plan

- 8.1 The **Co-operative** agrees, during the term of this Collective Agreement, to make available the following benefits to eligible employees regularly working **thirty-two (32) hours or more per week**.
- (a) Alberta Health Care, or such other medical plan that will provide similar benefits.
 - (b) ***The Co-operative agrees to make available to employees who have averaged thirty-two (32) hours or more of work per week over thirteen (13) weeks a Group Life Insurance Plan. It is understood all of the rules of the plan shall apply.***
 - (c) ***The Co-operative will provide an Extended Health Care Plan, which will include (but not limited to) coverage for prescription drugs, a vision care plan, and a hearing aid plan in accordance with the bylaws of that plan. Premiums for the insured plan will be shared equally between the Co-operative and the employee. It is understood and agreed that all matters of eligibility, coverage, and benefits shall be as set out in the plan and as determined by the carrier.***

8.2 (a) The **Co-operative** will provide the Union with a letter, setting out benefits for regular part-time employees who are eligible.

(b) Should a part-time employee obtain full-time employment with another employer while they maintain their employment with **the Co-operative**, they shall retain their benefit coverage (if eligible) for thirteen (13) consecutive weeks after which time they will cease to be eligible for benefits if they maintain the full-time employment with another employer.

An employee working full-time with another employer shall not be eligible to receive the **Co-operative's** Health and **Benefits plan**.

(c) Part-Time Health and Welfare Trust

The **Co-operative** agrees to have a Health and Welfare Trust Fund for all part-time employees who do not qualify for the existing **Co-operative** Group Insurance benefits. The **Co-operative** shall make contributions to the fund as follows:

Twenty (\$0.20) cents per hour, effective first full pay period following date of ratification.

For all part-time hours worked and paid in the bargaining unit for the same hours that are paid for each hour that the **Co-operative** pays dental contributions as per Article 8.9. The purpose of the Trust Fund shall be to establish the health and **benefits plan** for part-time employees who do not qualify for the existing **Co-operative** Group Insurance benefits as decided by the trustees. The trustees

shall have the authority to decide which benefits shall be implemented, consistent with the financial ability of the Trust Fund to provide for those benefits.

8.3 Sick Leave

Full-time employees ***who work an average of thirty-two (32) hours or more per week*** shall accumulate credits at the rate of four (4) hours for each calendar month ***per month*** of employment.

For new employees, credits shall commence to accumulate from the date of full-time employment, but can only be applied after completion of a three (3) month full-time employment eligibility period.

A regular full-time employee, having accumulated sick leave credits and also is reduced to part-time by the ***Co-operative***, will be paid sick leave to the extent of such accumulation for actual time off the job, due to illness, not covered by ***Long Term Disability***.

An employee, who ***was eligible for sick leave accrual on or before May 1st, 2014*** who retires on pension, is permanently laid off or is totally disabled due to occupational accident, shall be paid any unused accumulated sick leave credits ***up to a maximum of two hundred and eight (208) hours***.

The ***Co-operative*** may require the employee to provide a doctor's certificate, verifying any absence due to disability.

Employees shall notify the ***Co-operative*** (Manager or next highest personnel available in the store) in case of absence, informing them of reason for absence,

approximate length of absence and where they can be contacted relative to their absence.

The Co-operative will provide bridging pay of up to forty (40) hours of the fourteen (14) day waiting period prior to the commencement of Long Term Disability benefits.

Employees found abusing the provision shall be disciplined by the **Co-operative**. In such cases the **Co-operative** may discontinue or reduce the benefit of the employee, or terminate the services of the employee.

8.4 Workers' Compensation

Full-time employees, qualified for compensation from the Workers' Compensation Board (W.C.B.) shall, in addition to the amount received from the Workers' Compensation Board, be paid monies to a maximum of the employee's regular contract rate, for the first three (3) days and to a maximum of seventy-five (75%) percent thereafter, if the Workers' Compensation Board does not pay seventy-five (75%) percent of the employee's regular contract wage. Such period to be for a maximum of thirteen (13) weeks from the date of the accident.

8.5 Return to Work after Illness

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

An employee who returns to work after absence due to illness or injury must be returned to his or her job without loss of seniority when capable of performing his or her duties.

Upon recuperation from an accident or illness, an employee will give the **Co-operative** as much notice as possible of his or her intention to return to work.

It is the intention of the parties to be available to meet to discuss the particular circumstances of an employee who is disabled and unable to perform their regular duties. The parties shall exchange information relevant to returning the employee to productive work where practical.

8.6 Long Term Disability Insurance Plan

The Co-operative will provide a Long Term Disability Plan (LTD) for those employees regularly working an average of thirty-two (32) hours or more per week. The premiums for the benefit will be shared equally.

The benefit period commences after a waiting period of fourteen (14) calendar days.

The Co-operative will provide bridging pay of up to forty (40) hours of the fourteen (14) day waiting period prior to the commencement of Long Term Disability benefits.

8.7 Medical Reports

The **Co-operative** agrees to pay the full cost for the report required by the **Co-operative** for benefits to a maximum of fifty (\$50.00) dollars. The employee shall either ask the

doctor to submit an invoice to the **Co-operative** or shall pay directly and upon presentation of a receipt, will receive reimbursement as described above. The **Co-operative** will pay the reimbursement described above to a maximum of three (3) reports related to a specific claim.

8.8 Physical Examinations

Where the **Co-operative** requires an employee to take a physical examination, the doctor's fee for such examination shall be paid for by the **Co-operative**. Except prior to commencement of employment and the first four (4) weeks of employment, such examination shall be taken during the employee's working hours without loss of pay to the employee.

8.9 United Food & Commercial Workers' Dental Care Plan

- (a) Effective ***the first full pay period following ratification***, it is agreed that all employers party to this Agreement shall make a direct contribution to the plan of ***forty-three (\$0.43)*** cents per hour for regular hours paid, sick pay (not including ***Long Term Disability***), vacations and General Holidays, to the maximum of the basic work week as indicated above.

Notwithstanding the foregoing, should during the term of this Agreement the Real Canadian Superstore fail to match the total contribution rate (i.e. annualized contribution rate) then the **Co-operative** shall be entitled to reduce their contribution to the Plan in accordance with the **Co-operative's** overpayment.

The **Co-operative** agrees to maintain dental contributions for those bakery apprentices who attend

apprenticeship courses required by the Government provided those employees return to the **Co-operative** following the completion of their course.

- (b) The plan will be controlled by a Board of Trustees to be made up of an equal number of representatives from the Union and Management.
- (c) Contributions made for hours, as described above, in any month or agreed upon period, shall be forwarded by the **Co-operative** to the Union not later than three (3) weeks following the close of the **Co-operative's** accounting period, whether it is on a monthly or a four (4) week basis, accompanied by a statement of the names of the employees and contributions made on their behalf.

Article 9 – Pension

The Co-operative will make available to full-time and qualifying part-time employees the Co-operative Superannuation Society Pension Plan in accordance with the rules, regulations, and bylaws of the plan. Contributions to be up to five (5%) percent of income of regular wages from both the Co-operative and the employee.

Article 10 – Severance/Demotion to Lower Rate of Pay

10.1 Full-Time Employees: Notice of Demotion

Employees regularly working full-time shall, upon demotion to a lower rate of classification by the **Co-operative**, be

given one (1) week's notice in writing or be allowed to retain their rate of pay for one (1) week in lieu thereof.

10.2 Full-Time Employees: Severance Pay

The **Co-operative** agrees to pay severance pay on store closing of one (1) week's pay, up to two (2) years, and one (1) week per year over two (2) years, up to a maximum of twenty (20) weeks' pay for full-time employees.

Article 11 – Seniority

- 11.1 (a) Seniority for full-time employees shall be defined as length of continuous service with the **Co-operative** in the bargaining unit as a full-time employee.

When more than one (1) employee is promoted to full-time on the same date, the employee's part-time seniority date shall be the governing factor for placement on the schedule, vacation planning and layoff/reduction of hours.

- (b) Seniority for part-time employees shall be **based upon their date of hire.**
- (c) **Seniority for all employees hired after May 1st, 2014, including full-time employees, as well as those promoted to full-time after May 1st, 2014 will be based upon their date of hire.**
- (d) **If the seniority of a full-time employee hired or promoted prior to May 1st, 2014 is potentially affected by a part-time employee promoted, for the purpose of scheduling the full-time**

employee's seniority will be more than the newly promoted part-time employee.

- (e) Employees promoted out of the bargaining unit shall retain their seniority for a period of up to six (6) months.
- (f) When two or more employees are hired on the same date, their seniority shall be determined by alphabetical order of surname at date of hire.

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

- (g) "Office" and "Customer Service" employees are not to be scheduled more hours than their seniority entitles them to receive.

11.2 Seniority and employment shall be terminated when:

- (a) An employee quits or is terminated and not reinstated through Articles 16 and 17.
- (b) An employee fails to report back to work after seven (7) days when recalled from lay-off. An employee has to be recalled from lay-off by registered mail at the last known address on file with the **Co-operative**.
- (c) An employee has been on lay-off and has not worked for a period of six (6) months.

11.3 Requests for Full-Time Employment

Part-time employees desirous of becoming full-time employees or increasing their hours of work shall inform the **Co-operative**, in writing. Employees who have applied for full-time employment shall be listed and considered in order of their seniority with the **Co-operative**. All applications must be made on the understanding that the employee may accept a work assignment in any of the **Co-operative's** stores within the area covered by the Collective Agreement. Should an employee refuse a full-time position, they will be removed from the list and must re-apply as per the above procedure. It is understood that this article is subject to Articles 16 and 17 of this Agreement.

11.4 Full-Time Positions/Filling

When a part-time employee works the basic work week for twelve (12) consecutive weeks (exclusive of replacement hours caused by the absence of another employee who is absent due to W.C.B., L.T.D., vacation or other leaves of absence to a maximum of six (6) months or maternity and parental leaves up to a maximum of fifty-two (52) weeks), a full-time position will be deemed to exist and will be filled in accordance with Article 11.3 of this Agreement.

This provision shall not apply to Courtesy Clerks or other employees hired for special projects or group assignments.

11.5 Part-Time Employees

Part-time employees shall not be employed or scheduled to the extent that it results in the displacement of, or prevents the hiring of full-time employees.

A part-time employee with over two (2) years' seniority if formally laid off for more than four (4) consecutive weeks shall be able to exercise their seniority over the most junior employee within the bargaining unit in their own classification.

11.6 Transfers to New Departments

An employee will not be compelled to accept a transfer to a new department where the new rates of pay will result in the employee experiencing a wage reduction.

11.7 Clerk Cashier Transferability

Clerk Cashiers wishing to transfer to General Clerk may do so in accordance with the following procedures:

- (a) Clerk Cashiers wishing to become General Clerks shall notify the **Co-operative** in writing.
- (b) All Clerk Cashiers shall be advised of the details of the program and their rights and obligations under same.
- (c) Clerk Cashiers who have notified the **Co-operative** shall be promoted to the General Clerk classification when a position becomes available.
- (d) Should more than one (1) employee in the store make application, the senior employee will fill the first available position.
- (e) Applicants must be prepared to perform the full scope of the General Clerk's job.

- (f) There will be a training period of **two hundred (200)** hours of actual work within an eight (8) week period to decide:
 - (i) If the employee wants the work, and
 - (ii) If the employee can perform the work.

(Such determination to be subject to the grievance procedure).

If the employee wishes to opt out of the program during the training period, he/she may do so at any time. If, prior to the expiration of the training program, the **Co-operative determines** that the employee is incapable of performing the duties, the **Co-operative may revert the employee to his/her previous classification. The Co-operative agrees to consult with the Union prior to making the reversion.**

General Clerks shall not be able to exercise their seniority in claiming these hours, as they are hours made available for the purpose of training and evaluation.

If either (a) or (b) above are negative, the employee would return to his/her former Clerk Cashier status.

11.8 Transfer of Courtesy Clerks

Courtesy Clerks may make a written application for transfer to another classification in their store. An employee's request for transfer shall be considered, based upon available openings in their store.

Applicants will receive consideration based on their seniority providing they have performed their job in the Courtesy Clerk classification in a satisfactory manner and providing they have demonstrated the capability to acquire the abilities to perform satisfactorily in the new classification after a reasonable period of training.

Prior to and during this reasonable period of training, the applicant must meet a fair and reasonable standard as established by the **Co-operative**.

If after a reasonable period of training (not exceeding **two hundred (200)** hours) the Courtesy Clerk is not performing the duties of the job satisfactorily, he/she shall be returned to the Courtesy Clerk classification with full seniority.

When Courtesy Clerks are transferred to the General Clerk or Clerk Cashier classification, their rate of pay shall be increased to the next higher rate of pay in their new classification and they shall be credited with the corresponding number of career hours to that new rate of pay.

11.9 Layoffs/Reduction of Hours (Full-Time)

Unless merit, fitness, and ability of the employee are greater than that of the other employee regularly working full-time, seniority shall govern in cases of lay-off, reduction to part-time employment, and rehire.

A full-time employee, who is laid off or reduced to part-time, shall have the right to exercise their seniority over the most junior full-time employee in another classification. Following counselling and an explanation of the options available by the **Co-operative**, an employee who exercises

this right shall have a maximum of **ninety (90) calendar days** to demonstrate their competence in the new classification.

No full-time employee shall have his/her hours reduced when a part-time employee is working hours in the store that could be worked by the full-time employee; in which event, the part-time employee shall have their hours reduced. No full-time employees shall have his/her hours reduced where junior full-time employees are working hours in the bargaining unit that could be worked by the senior employee; in which event, the junior employee will have his/her hours reduced.

Full-time employees laid off in accordance with the above provision by the **Co-operative** shall be recalled to work in order of seniority provided:

- (a) No more than nine (9) months have elapsed since the last day worked by the employee;
- (b) The employee reports for duty within twenty-four (24) hours from the time of recall, unless the laid-off employee is employed elsewhere at the time of recall; and in such cases the recalled employee shall be given seven (7) days to report for duty;
- (c) The employee is capable of performing the work;
- (d) The **Co-operative** will send the recall notice by registered mail to the employee's last address on file with the **Co-operative** and will send a copy to the Union office; and

- (e) Contained in (a) and (b) above, respectively, shall be extended if, upon recall, an employee is unable to report due to illness or accident. Any extension granted shall be only for the duration of the illness or incapacity from accident, and the **Co-operative** may require the employee to provide written confirmation from a doctor of such illness or accident.

Full-time employees, rehired within six (6) months of their lay-off shall retain their previous length of service for the purpose of this article and the Article 6 – Vacation.

11.10 Courtesy Clerks

Where a part-time General Clerk or Clerk Cashier faces a reduction of four (4) hours or more in their normal weekly hours, and where seniority permits, they shall be allowed to perform Courtesy Clerk duties at their current rate or the top Courtesy Clerk rate, whichever is less. These employees may claim up to the corresponding number of hours lost from the most junior Courtesy Clerk. A General Clerk or Clerk Cashier who exercises the foregoing option must provide the Store Manager with written notice within seventy-two (72) hours of the schedule being posted.

The foregoing shall not limit a General Clerk in performing occasional Courtesy Clerk duties during the course of his/her normal weekly schedule.

11.11 Displaced Employees – Closing of Department

When a full-time employee with one (1) or more years' service is displaced due to a department closing or a job becoming redundant and who has sufficient seniority to displace a junior employee, the **Co-operative** agrees to

give training to said employee, for a position presently in existence within the bargaining unit. Said employee shall be given credit for their career hours to a maximum of seventy-five hundred one (7,501) hours in that classification. If the employee is successfully retrained within the similar period given a new employee, **two hundred (200) hours worked**, the employee may then exercise his/her seniority rights over junior, full-time employees within that classification. If the employee is successfully retrained within the period given, then the employee will progress through the acceleration period of the new classification. If said employee cannot satisfactorily be retrained in that position, the employee shall be afforded an opportunity, based on seniority, to work part-time in their former classification, if such classification is still in existence; otherwise, the employee shall be terminated with severance pay as below:

If an employee refuses part-time employment, he/she shall be considered to have terminated employment with the **Co-operative**. Any regular, full-time employee with one (1) or more years' service, whose service is terminated by the **Co-operative** under this provision, shall receive one (1) week's severance pay for each year of continuous, full-time service, up to a maximum of fifteen (15) weeks' pay. This clause does not apply to employees who accept other employment with the **Co-operative** outside the jurisdiction of this Agreement.

The **Co-operative** will attempt, to the best of his ability, to find a job within the bargaining unit for full-time employees with less than one (1) year's seniority and part-time employees. If it is not possible, services of said employees will be terminated.

11.12 Technological Changes

The **Co-operative** agrees to notify the Union at least three (3) months in advance of any technological change that may result in the displacement of employees.

Any full-time employee with one (1) or more years of service, displaced due to technological changes, shall be trained for any new positions created by the technological change, or retrained for a position presently in existence within the bargaining unit, providing they have sufficient seniority to displace a junior employee. Said employee shall be given credit for their career hours to a maximum of seventy-five hundred one (7,501) hours in that classification. If the employee is successfully retrained within the similar period given a new employee under Article 4.7 of this Agreement, the employee may then exercise his/her seniority rights over junior, full-time employees within that classification. If the employee is successfully retrained within the period given, then the employee will progress through the acceleration period of the new classification.

If said employee cannot satisfactorily be retrained in that position he/she shall be afforded an opportunity, based on seniority, to work part-time in his/her former classification, if said classification is still in existence; otherwise, he/she shall be terminated with severance pay, as below:

If an employee refuses part-time employment, he/she shall be considered to have terminated employment with the **Co-operative**. Any regular, full-time employee with one (1) or more years' service, whose employment is terminated by the **Co-operative** under this provision, shall receive one (1)

week's severance pay for each year of continuous full-time service, up to a maximum of fifteen (15) weeks' pay.

This clause does not apply to employees who accept other employment with the **Co-operative** outside the jurisdiction of this Agreement.

The **Co-operative** will attempt, to the best of his ability, to find a job within the bargaining unit for full-time employees with less than one (1) years' seniority, and part-time employees. If it is not possible, service of said employees will be terminated.

This section is intended to assist employees affected by any technological change and, accordingly, any legislation enacted by the Alberta Provincial Government would not apply during the term of the Collective Agreement between the **Co-operative** and the Union, providing this clause meets the minimum standards of such legislation.

Article 12 – Scheduling

The **Co-operative** reserves the right to schedule hours of store operations, employee hours of work, rest periods, meal periods, and overtime work, subject to the following provisions:

12.1 Definitions

In this Article:

“Unrestricted Part-time Employee” means a part-time employee who is available to work all shifts in their department a minimum of three (3) days per week, Monday to Friday, plus Saturday, Sunday, and General Holidays.

(Employees hired before February 14th, 1987 have the opportunity to restrict themselves from Sundays.)

Employees who restrict to a maximum number of hours in a week will be considered restricted employees.

A restricted employee must be available anytime on Sundays as per Article 12.7.

A restricted employee hired on or after May 7th, 2015 must be available anytime on Saturdays, as well as Sundays as per Article 12.7.

12.2 Scheduling Groups

- (a) General Clerks, including Produce and Grocery Clerks.
- (b) Clerk Cashiers, including File Maintenance.
- (c) Bakery Sales Clerks.
- (d) Pharmacy Assistants.
- (e) Pharmacy Technicians.
- (f) Floral Clerks.
- (g) Bakers, Production Assistants, Cake Decorators.
- (h) Courtesy Clerks.

Each of the designated classifications listed in Article 4.1(d) shall constitute an individual scheduling group.

Relief for the Head File Maintenance classification may be provided from either the General Clerk or Clerk Cashier classification.

12.3 Scheduling

- (a) In the ordinary course of business, the order of scheduling employees within each scheduling group will be:
 - (i) Full-time employees to the extent of their basic workweek.
 - (ii) Unrestricted part-time employees.
 - (iii) Restricted part-time employees.
- (b) Unrestricted employees will be scheduled more hours than other part-time employees in their classification in their department, provided there are hours available in their classification in their department after the full-time employees have all been scheduled and the employee has indicated availability to work those hours.
- (c) Unrestricted part-time employees will be scheduled before restricted part-time employees (i.e. unrestricted part-time employees will be scheduled to work a minimum of one (1) more hour than restricted employees).
- (d) Subject to Articles 12.3 (a) through (c), unless fitness and ability are greater than other part-time employees in the classification and in the department, in scheduling part-time employees:

- (i) Preference in the available weekly hours of work shall be given to senior part-time employees within their classification and in their department, insofar as this is consistent with their availability and willingness to perform the work; and
 - (ii) Senior part-time employees within a classification and a department will be given the opportunity to work their hours for the week in a fewer number of days.
- (e) All full-time employees including Department Managers will, on a fair rotation basis, work evening shifts and no full-time employee will be required to work more than two (2) evenings per week, (after 6:30 p.m. for customer shopping convenience) except in cases of an emergency. It is understood that this shall not preclude employees from requesting that they be allowed to work additional evening shifts when the store is open for sales after 6:30 p.m. For the purpose of this article, an evening shift is deemed to be a shift that ends at 9:00 p.m. or later. Where there are issues regarding fair rotation, the **Co-operative** and Union agree to meet to discuss a solution.

There shall be a fair rotation of all night work when the store is open for business, insofar as this is practical for store operation. It is understood that this excludes Courtesy Clerks.

Full-time employees who have a specific request for time off in the evenings shall inform the **Co-operative** in writing of the specific evenings that they are requesting. Full-time employees cannot request more

than two (2) evenings per week. Subject to operational needs, requests will not be unreasonably denied.

- (f) There shall be an interval of not less than ten (10) hours between shifts for all employees. An employee who is not allowed ten (10) hour intervals between shifts shall be paid the rate of time and one half (1 1/2 X) for time worked prior to the expiry of the ten (10) hour interval. The hours which an employee works prior to the expiry of the ten (10) hour interval will be included in determining the basic work day for the purpose of calculating overtime. (Example: An employee's shift ends at 10:00 p.m. and they start the next day at 6:00 a.m. working through to 5:00 p.m. with an hour for lunch ten (10) worked. That employee is entitled to pay as follows: the first two (2) hours at time and one half (1 1/2 X), the next six (6) hours at regular time and the last two (2) hours at time and one half (1 1/2 X) because these hours exceed eight (8) in one day.)
- (g) The **Co-operative** may transfer an employee between scheduling groups to provide relief and additional help after all part-time employees within that scheduling group have been given the opportunity to work the available shifts up to the point of being scheduled overtime.
- (h) The **Co-operative** shall schedule all full-time employees two (2) consecutive days off (Saturday-Sunday) or (Sunday-Monday) once every four (4) weeks, and where practical, the schedule will provide for fair rotation of the above combinations.

Further, should an employee desire to have some other days off at the time he/she normally would be scheduled two (2) consecutive days off, as set out above, they shall advise the **Co-operative**, in writing, before the schedule for the week in question is posted, and if the same occurs, the employee will forfeit his/her two (2) consecutive days off in that four (4) week period.

Days off to be attached to vacations after giving the **Co-operative** thirty (30) days' notice.

- (i) Employees shall not be scheduled to work more than seven (7) consecutive days unless otherwise mutually agreed to by Management and the employee.

Subject to the foregoing, where an employee has been scheduled to work more than seven (7) consecutive days and approaches Management to request that the schedule be changed, Management will change the schedule so the employee does not work more than seven (7) consecutive days. It is understood that the employee will make the request a minimum of seventy-two (72) hours prior to the eighth (8th) scheduled work day.

- (j) R.T.O.'s (Request for Time Off)

Employees who have a specific request for time off shall inform the **Co-operative** in writing of the specific days that they are requesting by Wednesday prior to the schedule being posted.

- (k) The **Co-operative** agrees that he will fully comply with any law requiring that employees be given time off to vote.
- (l) Express checkout duties will be rotated, unless otherwise mutually agreed. Further, no Clerk Cashier will be required to serve more than five (5) hours per day in such duties.

12.4 Restrictions and Availability Forms

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

Any part-time employee can change their availability up to four (4X) times per year by obtaining a new Availability Form from their Store Manager and submitting it prior to the following effective dates:

- (a) The first Sunday in September (with a two (2) week leeway before and after);
- (b) Three (3) other times in the calendar year.

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

Part-time employees will be required to work according to their most recent declaration of availability. Employees cannot use a floating availability date to limit or further limit their availability between November 15th and the end of the year.

A part-time employee who fails to provide the **Co-operative** with a completed Availability Form prior to the above dates will be scheduled according to their previous Availability Form.

The **Co-operative** shall allow the Union to review and photocopy completed Availability Forms at store level upon request.

An unrestricted part-time employee must be available to work any shift scheduled in their department on the days required to work, as defined in Article 12.1. An unrestricted part-time employee, who is attending an accredited school of learning and is considered a full-time student, as defined by that school, shall be available to work any shift scheduled in their department while the store is open to the public, with the exception of their classroom hours.

An unrestricted part-time employee may occasionally request one (1) or two (2) specific days off in a week without a reduction in hours, provided that other hours are available and the employee is otherwise eligible to work those hours under the provisions of this Collective Agreement. Such employee may be required to work on days that they are not normally available to maintain their hours. The **Co-operative** will have no obligation to grant a request for days off, or maintain the employee's hours, if the request is made after the schedule is posted.

12.5 Posting of Schedules

The **Co-operative** shall post the weekly work schedule for all employees not any later than Saturday noon to cover a two (2) week period. An employee's schedule may be

changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies such as fire, flood, breakdown of machinery, or other instances ***beyond the control of the Co-operative***. An employee whose schedule is changed by reason of the foregoing will be notified as soon as possible.

Employees' seniority dates (for the purpose of call-in to work) shall be placed on the weekly work schedule, beside their names.

In all other cases, at least two (2) days' notice of any change must be given, or four (4) additional hours pay at the employee's applicable rate given in lieu of proper notice.

It shall be the ***Co-operative's*** responsibility to notify all employees affected by a change in their schedule.

There shall be a daily starting time for each employee. Daily hours of work for employees shall be consecutive with the exception of rest periods and meal periods. No split shifts shall be worked.

Schedules shall be written in a non-erasable format (i.e.: ink, computer generated, or copy toner) and include employees' name, seniority date, and total weekly scheduled hours. Any changes made to the original posted schedule are to be written in red ink (white out shall not be used) on the posted schedule by the close of the store on the same day.

12.6 Reduction of Hours

Subject to Articles 12.2 and 12.3, the **Co-operative** shall not reduce the weekly hours of an employee for the purpose of replacing such hours with another employee at a lower hourly rate of pay.

The Union agrees that the **Co-operative** shall have the right to determine the minimum number of employees it requires in each classification to provide service to the customers in its locations. Subject to Articles 12.2 and 12.3, the **Co-operative** agrees to minimize the reduction of weekly hours of work for senior part-time employees, wherever possible, when a downward adjustment of hours is implemented.

12.7 Sunday Work

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

Employees hired on February 14th, 1987 or before will have the opportunity to notify the **Co-operative** of any change to their availability for Sunday work four (4X) times per year: January 1st, April 1st, July 1st, and October 1st.

Employees hired after February 14th, 1987 will not restrict their availability for Sunday work and will be rotated among those who have agreed to work Sundays.

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

12.8 Call-Ins

In the event of a short notice absence of an employee or in the event an occasion arises where work beyond that which is scheduled is necessary and additional hours must be worked, the **Co-operative** will call-in part-time employees in the same classification in the department who perform the same job in accordance with the following:

- (a) An employee who does not want to receive call-in shifts can indicate this on their Availability Form. Such indication will waive their rights to receive call-ins under this Article.
- (b) Subject to **the** above, employees will be called in order of seniority.
- (c) All employees who are called-in shall have their additional hours posted on the schedule in red ink as call-in hours.
- (d) All employees called in and who report for work, if required to work less than four (4) hours, shall receive four (4) hours pay at their regular hourly rate.

12.9 Night Stocking

- (a) An employee assigned to night stocking shall have the same starting time each shift for the calendar week except:
 - (i) In stores where night stocking is not in effect five (5) nights per week, there shall be not more than one (1) midnight shift with other shifts during the

week, being either day or afternoon shifts. The midnight shift commences Sunday midnight only.

- (ii) Where there is an issue of a junior part-time employee scheduled more hours on night stocking than a senior part-time employee who has not been scheduled night stocking, and there are no other scheduling options available, the senior part-time employee who has not been assigned to night stocking for the week may be scheduled not more than one (1) midnight shift with other shifts during the week, being day or afternoon shifts.
- (b) Normal night stocking shall not exceed four (4) weeks over an eight (8) week period. Under unusual circumstances and by mutual agreement between Management, the employee, and the Union, the time limit set forth in this paragraph may be altered.
- (c) Night shift work shall be on a fair rotation of all staff working the area concerned with the exception of the Assistant Manager and one (1) other designated clerk.
- (d) The **Co-operative** will endeavour to schedule night crews on a consecutive day basis whenever possible.
- (e) When an employee is rotated from assigned day shift to a series of night stocking shifts, then the Saturday preceding their first midnight shift shall be designated as their regular day off for the week preceding the shift of night stocking work.

- (f) No clerk shall be required to work alone on the premises on the night shift.
- (g) The above shall be subject to emergencies in Article 12.5 or when employees, subject to the approval of Management and the Union, desire a modified shift.

Article 13 – Union's Recognition of Management's Rights

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

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

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

It is understood that the discharge of employees for any reason whatsoever (including terminations for alleged incompetency), is subject to and may be processed under Grievance and Arbitration Articles of this Agreement.

Article 14 – Union Security

14.1 Union Stewards

The Union will supply the Co-operative with a current list of the Union Stewards every three (3) months. ***The Co-operative agrees to recognize four (4) shop stewards in the store.***

14.2 Visits to Stores

Duly authorized representatives of the Union after notifying the Store Manager or personnel in charge of operations during his/her absence, shall be entitled to visit the store during hours when the store is open for the purpose of observing working conditions, review the posted hours of work scheduled and time cards, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being observed. Such interviews may be held in a place designated by the Store Manager. Any alleged discrepancies shall be presented to the ***Co-operative*** in accordance with Article 16 of this Agreement.

14.3 Schedules

Following reasonable notification to the Store Manager or person in charge of the store, a Shop Steward or Union Representative will be allowed to make a copy of a department schedule and remove the copy from the store. The Union agrees to deal with the copied schedule in a confidential manner.

14.4 Bulletin Boards

The Union will provide a lockable bulletin board which will be installed by the Co-operative. This bulletin board is for Union information and notices only. The Union will be responsible for all maintenance and repair of the bulletin board.

14.5 Notices

Notices pertaining to Union meetings, Union social events, or matters of information relating to the membership of the Union may be posted on the store bulletin board after such notices are approved by Management.

14.6 Union Decal

The **Co-operative** agrees to display the official Union decal of the United Food and Commercial Workers Canada Union, Local No. 401 in a location where it can be seen by customers.

14.7 Seniority lists for full-time and part-time employees by store showing the employee's name, department, classification, rate of pay, date of hire, and home address and phone number shall be forwarded to the Union on a quarterly basis.

14.8 The **Co-operative** will supply a report to the Union containing the following information on a mutually agreed data processing medium following the close of the four (4) week accounting period:

- Hours worked
- Social Insurance Number

- Name in full
- Address
- Hire/Seniority date
- Termination date

14.9 New Employee Orientation

Shop Stewards will be allowed to introduce themselves to new employees on shift after receiving permission from the Store Manager, or their designate, of which permission will not be unreasonably withheld. Such time will not exceed five (5) minutes and shall not unduly interfere with the employee's regular duties. Upon request to the Store Manager, or their designate, a Shop Steward shall receive a list of all new employees in all departments covered by the Collective Agreement.

14.10 If the employee requests, the **Co-operative** agrees to provide employees with a copy of any policy and/or procedure, corporate or store level, document that the employee is required to sign as soon as possible.

Article 15 – Discipline

15.1 When an employee's work performance, **behaviour or conduct** is such that it may lead to discipline or discharge and is the subject of discussion between the employee and the **Co-operative**, the Union Steward shall be present.

15.2 Reprimands

Incidents that produce a negative shopper report shall not be used as the basis for disciplining an employee. Further, the name of an employee whose work performance or

conduct provided the basis for a negative shopper report will not be shown on any posted document. The discussion of a negative shopper report will be handled in a confidential manner.

15.3 Customer Service

Employees whose job performance is inconsistent with the Customer Service policies will be counselled prior to the implementation of progressive discipline. A full-time Union Representative will meet with the employee and their Store Manager prior to any disciplinary action being taken. The Union agrees to make representatives readily available so as not to delay this process unduly.

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

- 15.4 No ***discipline*** to remain on an employee's file after twenty-four (24) months and are not to be used in disciplinary proceedings.

In cases involving violence in the workplace, harassment, bullying, or major safety violations, documents will remain on the Co-operative's file but will not be used for any purpose in disciplinary proceedings or in disciplinary arbitrations.

Article 16 – Grievance Procedure

Step 1

- (a) ***It is the mutual desire of the parties hereto that complaints of employees, the Union and the Co-***

operative shall be adjusted as quickly as possible. It is understood that the employee has no grievance until he/she has given his/her Supervisor the opportunity to adjust the complaint. Discussion of the complaint by the employee, Shop Steward, or the Union Representative shall be considered as "Step 1" and shall be initiated within twenty-one (21) days of the event giving rise to the complaint or be forfeited and waived by the aggrieved party. Should the complaint of the employee not be adjusted satisfactorily, it shall be reduced to writing and subject to the grievance procedure as outlined herein.

Step 2

- (b) The written complaint shall be submitted to the General Manager or their designate within twenty-one (21) days of the discussion in Step 1 if unresolved or be forfeited.***

If within twenty-one (21) days of submission to the General Manager or their designate, the grievance has not been settled to the satisfaction of both parties, then at the request of either party of this agreement, the grievance may be referred to arbitration.

After completion of any of the above steps, if the Union does not proceed to the next step in thirty (30) days, the grievance shall lapse.

Article 17 – Board of Arbitration

Matters referred to arbitration shall be referred to a single arbitrator who shall be selected as follows:

Arbitration shall involve a single arbitrator mutually agreeable to both parties. In the event of the parties cannot agree to a single arbitrator either party may apply to the Minister of Labour to appoint the arbitrator.

No person shall serve as a single arbitrator who is involved or directly interested in the ***controversy under consideration***.

Grievances submitted to a single arbitrator shall be in writing and shall clearly specify the nature of the issues. In reaching his/her decision, the Arbitrator shall be governed by the provisions of the Agreement. The Arbitrator shall not be vested with the power to change, alter, or modify this Agreement or any of its parts, but may, however, interpret its provisions. The expense of the arbitrator shall be borne equally by the Co-operative and the Union, unless otherwise provided by law.

The findings and decisions of the arbitrator shall be binding and enforceable to all parties.

Article 18 – Miscellaneous

18.1 Clerk's Work Clause

Subject to exclusions in Article 1 of this Agreement, all work in the handling and selling of merchandise in the retail stores of the **Co-operative** shall be performed only by employees of the **Co-operative** who are in the bargaining

unit and who are members of the United Food and Commercial Workers Canada Union, Local No. 401, with the following exceptions:

- (a) Supervisory and specialist personnel of the **Co-operative**
- (b) Sales persons handling spice - Club House
- (c) Rack jobbers (Alberta Toy & Johnson Nut)
- (d) Demonstrators
- (e) Special personnel assisting prior to new store opening and one (1) week thereafter (including major store remodelling)
- (f) Sales persons employed in the building of special displays (mechanical only)

End displays on regular store fixtures shall not be considered as special displays except that sales persons may assist in the design and decoration of such displays, provided that replenishing of merchandise shall be performed by employees of the **Co-operative**.

"Sales persons", for the purposes of this section, shall mean persons other than employees of the **Co-operative**.

To further ensure compliance by salesmen with the immediately preceding paragraph, the **Co-operative** agrees to write to all the employers of salesmen, informing them that salesmen who persist in violating

the provisions of the foregoing paragraph will be excluded from the store of the **Co-operative** concerned.

When there is a violation of the Clerk's Work Clause in any particular store, the Union will provide a written warning to the Store Manager, with copies to the Human Resources Manager. In the case of a subsequent violation in that particular store within twelve (12) months of the written warnings (by any Sales Representative regardless of the Company), the **Co-operative** will pay a fine of two hundred (\$200.00) dollars. Such fine will be paid by the **Co-operative** to the United Food and Commercial Workers Canada Union, Local No. 401,

(i) 50% to Dental Care Plan

(ii) 50% to Scholarship Fund

The imposition of a fine in any particular store will mark the beginning of a new period for the implementation of the procedure laid out above.

(g) Salesmen Checking Outdated Merchandise

Sales Representatives will be allowed to check code dates for outdated merchandise. Sales Representatives may remove their own company's off-code product, unsuitable for sale, from shelves or display cases and put such off-code product in a shopping buggy. Once the off-code product is in a buggy, it must be handled by the Store Manager, or another employee in the store. The person so

designated must either take the buggy into the back room or to the Sales Representative's vehicle.

Any replacement of stock shall be done by a member of the bargaining unit who has the responsibility to do so. If the Sales Representative wishes to make an immediate replacement of stock, such stock shall be put into the stock room and the appropriate member(s) of the bargaining unit shall place it on the shelf or in the display case.

(h) Special Promotional Material

Sales Representatives will be allowed to attach special promotional material on stock which is already on the sales floor. Sales Representatives will not be allowed to put promotional material on stock which is in the back room.

(i) Relines

Sales Representatives will be allowed to work in the store in the following cases:

(i) Changes in Schematics

When there is a change in schematics (i.e. new products are added, and/or certain products are de-listed) Sales Representatives will be allowed to face the sections affected.

(ii) New **Co-operative** Programs

When the same product is displayed in different fixtures, Sales Representatives will install the rack/fixture and will do the initial facing.

(iii) New Categories

When new product lines are introduced to a store, Sales Representatives will install the rack/fixture and do the initial stocking.

(iv) Store Relines (Involving the **Co-operative** Reline Crew)

In relines involving less than fifty (50%) percent of the store shelf space and less, Sales Representatives will face the product.

In relines involving fifty (50%) percent or more of the store shelf space, Sales Representatives will stock the product.

(v) Major Store Remodel

Sales Representatives will stock the product as set out in the present Collective Agreement.

(vi) New Stores

Sales Representatives will stock the product as set out in the present Collective Agreement.

(vii) Where salesmen will be involved as set out in subsections (i) through (vi) the Union will be notified in advance.

(j) Greeting Cards

(i) Greeting Card Sales Representatives will be allowed to pull tickets and reorder.

(ii) Greeting Card Sales Representatives will be allowed to straighten cards and envelopes in all sections if they work with an employee who normally works in the card section.

(iii) Greeting Card Sales Representatives will reline and stock seasonal promotions. The seasonal promotions are:

Halloween
Christmas
Valentine's Day
Easter
Mother's Day
Father's Day

18.2 Maintenance and Adequate Heating Facilities

The **Co-operative** agrees to maintain adequate heating and lighting facilities in each store while work is being performed in the location.

18.3 Discrimination/Intimidation

Employees will not be subject to intimidation by the store Management as a result of exercising their legitimate rights under the Collective Agreement.

No employee shall be charged 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. Instances of alleged violations of the foregoing will be brought to the attention of the **Operations Manager or** Human Resources Manager, and a full investigation by the parties will follow.

If an employee walks off the job and alleges Management has deliberately coerced or intimidated him/her into doing so, the matter shall be considered under the grievance procedure; and if such allegations are proved to be true, then the employee shall be considered not to have resigned. Such grievances must be filed no later than three (3) days after the incident that gave rise to the situation.

The **Co-operative** and the Union endorse the principles contained in the Alberta Human Rights Act.

18.4 Wearing Apparel

(a) For employees in Bakery Production, the **Co-operative** shall furnish, without cost to the employee, smock or apron, and the **Co-operative** shall pay for repair and laundering of same in compliance with the order of the Alberta Labour Relations Code.

In other departments where the **Co-operative** requires an employee to wear smocks or aprons, the **Co-operative** shall provide and repair such smocks and aprons free of cost to the employee.

Special clothing, such as rain capes and parkas, is to be supplied as decided by the **Co-operative**, where required. Members shall be permitted to wear sweaters and/or such other clothing as they may deem necessary providing such clothing conforms to **Co-operative** policy. Gloves will be made available, as required, for use in cold weather (Employees shall be permitted to wear suitable boots in inclement weather).

The **Co-operative** agrees to supply rubber boots to employees in Produce who require them.

- (b) The **Co-operative** will provide uniform shirts at the time of hire on the following basis:
 - (i) Two (2) shirts to full-time employees.
 - (ii) One (1) shirt to part-time employees.

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

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

New employees who terminate their employment or are terminated by the **Co-operative** prior to the completion of the probationary period, may have the cost of the shirt(s) deducted from their final pay cheque unless they return the shirt(s) to the **Co-operative**.

(c) If the Co-operative requires an employee to wear safety shoes or boots, the Co-operative will reimburse them for the first one hundred (\$100.00) dollars of their purchase upon provision of a proper receipt. This subsidy will be available once every two (2) years.

18.5 Lockers

The **Co-operative** will not search an employee's locker without his/her consent or proper authorization.

The Union and the **Co-operative** agree to meet and discuss reasonable changes to locker facilities where present locker space is inadequate.

18.6 Polygraph Tests

The **Co-operative** agrees that polygraph or similar lie-detector tests will not be used.

18.7 Sexual Harassment

The Union and the **Co-operative** agree that the stores covered by this Collective Agreement should be free of sexual harassment, and the **Co-operative** and the Union agree to cooperate with each other in preventing and eliminating sexual harassment.

The employee shall have the right to grieve under the Collective Agreement.

18.8 Joint Labour Management Committee

The **Co-operative** and the Union agree to establish a Joint Labour Management Committee (**JLMC**) *which will consist of representatives from the Co-operative and the bargaining units. The parties agree to meet quarterly unless agreed otherwise. The JLMC will consist of no more than four (4) bargaining unit members as appointed by the Union, and no more than four (4) members of the Co-operative, one of whom will be the General Manager or their designate. The JLMC will discuss any items of concern to either party arising out of the operation of the Collective Agreement and the facility covered by the agreement but does not have the authority to amend any language in the Collective Agreement.*

Meetings shall be scheduled at the beginning of each year and the Co-operative and the Union will endeavor to have the meetings as scheduled or within one (1) week of the scheduled meeting unless mutually agreed to otherwise. The Union will advise the Operations Manager of who will sit on the Union Committee at the beginning of the year, as well as any changes that may occur in the course of the year.

Members of the JLMC shall be paid at the straight time hourly rate for all time while attending the meetings.

18.9 Safety

It shall be the duty and responsibility of both the **Co-operative** and the employee to co-operate and insure that tools, equipment, and utilities used by the employees are maintained in a good and safe condition.

18.10 Employee Security

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

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

Other matters relating to the employee's security should be brought to the attention of Management.

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

18.11 Occupational Health and Safety Committee

The Co-operative agrees to set up a Joint Health and Safety Committee which will consist of an even number of representatives from Management and the bargaining units. UFCW Local 1118 shall appoint two (2) Bargaining Unit members and UFCW Local 401 shall appoint three (3) Bargaining Unit Members. The chairing of meetings will be rotated among the parties

and the Co-operative shall record and post the minutes in the work place.

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

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

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

18.12 Staff Meetings

Staff meetings, wherever held, shall be considered as time worked and paid for as such, except when they are dinner meetings at which attendance is voluntary by the employee. It is understood that dinner meetings will be considered evening meetings accompanied by a meal and held outside the store proper.

18.13 Department Meetings

Notwithstanding the foregoing, the **Co-operative** may schedule four (4) store departmental meetings per year at which attendance is required (except for those on approved leave of absence) and the employees shall be paid for the

time at the meeting at their regular rate of pay. Meetings will be limited to two (2) hours.

18.14 Cash Shortage

No employee may be required to make up cash register shortages unless he/she is given the privilege of checking the money and daily receipts upon starting and completing the work shift, and unless the employee has exclusive access to the cash register during the work shift, except as specified below:

No employee may be required to make up register shortages when Management exercises the right to open the register during the employee's work shift, unless the register is opened in the presence of the employee and the employee is given the opportunity to certify all withdrawals and/or deposits.

All employees must comply with the **Co-operative's** policy in respect to the registering of sales and handling of cash.

18.15 Learning Prices

Learning prices shall be included in the employee's daily work schedule and shall be paid for in accordance with the terms of the Collective Agreement.

18.16 Water

Cashiers **and Night staff** may elect to bring a bottle of water to their work station while working provided that:

1. The bottle is a "**Co-op**" brand **or in an approved unbranded refillable container.**

2. The size is ***no larger than 1 Liter*** or smaller.
3. The bottle is stored under a counter or till.
4. The ***employee*** exercises common courtesy with customers while consuming water.

18.17 Food Safety

Employees can speak freely with both Management and the Union regarding food safety issues and are expected to bring any potential food safety issue forward to Management.

Article 19 – Job Descriptions

19.1 ***Work will be divided among the following classifications:***

Classifications

- (a) ***General Clerks***
- (b) ***Clerk-Cashiers***
- (c) ***Bakery Sales Clerks***
- (d) ***Health & Beauty Aid/Variety Clerks***
- (e) ***Floral Clerks***
- (f) ***Courtesy Clerks***
- (g) ***Pharmacy Assistants***
- (h) ***Regulated Pharmacy Technicians***

Job descriptions will be provided to the Union upon request.

Any ***employee*** who is instructed by Management or person in charge to perform duties ***outside their classification*** for fifteen (15) minutes or more in a shift shall be paid the top

rate of the Pre-2003 General Clerk **rate of pay** for the complete shift.

Clerk Cashiers who wish to be trained for office work in their store must apply in writing to the Store Manager. Clerk Cashiers wishing to perform office work will be assigned such work in accordance with available openings that occur after ratification.

Applicants shall receive consideration based on their seniority, work performance on their present job, and providing they have the capability to acquire the skills necessary to perform such office work following a period of training.

An applicant will have to demonstrate satisfactorily to the **Co-operative** the abilities required in the performance of office work and must meet fair and reasonable standards as set by the **Co-operative** for this work.

If after a reasonable period of training (not exceeding **200** hours) the Clerk Cashier is not performing the duties of the job satisfactorily, he/she shall no longer be eligible for office work.

The foregoing does not entitle a Clerk Cashier to work exclusively office work shifts and hours worked in the office shall be considered as Cashier hours for the purpose of scheduling available weekly hours of work.

Only Bakery Sales Clerks will be scheduled to work Bakery Sales shifts.

Relief for Bakery Sales Clerks will be provided from outside the classification should there not be sufficient relief help available in the department.

Article 20 – Expiration and Renewal

This Agreement shall be effective from March **23rd, 2014** and shall remain in force until **May 5th, 2019** and thereafter from year to year; but either party may, not more than one hundred twenty (120) days and not less than sixty (60) days before the expiry date or renewal date of such Agreement, give notice, in writing, to the other party to (a) terminate such Agreement, or (b) to negotiate revisions thereof.

Should either party give notice pursuant to (b) above, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment until:

- (1) The Union serves notice of strike in accordance with the Alberta Labour Relations Code.
- (2) The **Co-operative** serves notice of lockout in accordance with the Alberta Labour Relations Code.
- (3) Strikes and Lockouts

There shall be no strikes or lockouts during the term of this Agreement, as per Sections 69 and 70 of the Alberta Labour Relations Code.

Signed this _____ day of _____, **2016.**

For the **Co-operative:**

For the Union:

Co-operative Committee:

Bargaining Committee:

Evan Sorestad
Ed Berney
Jeff Blaney

James Sherlock
Judy Bulat
Roy Wardley
Nikki Loonskin
Vicky Govoroukha
Theresa McLaren
Cheryl Watamaniuk

This Agreement was ratified on **May 5th, 2016.**

Appendix "A" – Wage Scales

Sales/Service Clerks*				
Hours	Current	Year 1**	Year 2	Year 3
0	\$11.15	\$11.65	\$11.65	\$11.65
500	\$11.62	\$11.85	\$11.85	\$11.85
1000	\$12.08	\$12.08	\$12.08	\$12.08
1500	\$12.55	\$12.55	\$12.55	\$12.55
2000	\$13.02	\$13.02	\$13.02	\$13.02
2500	\$13.48	\$13.48	\$13.48	\$13.48
3000	\$13.95	\$13.95	\$13.95	\$13.95
3500	\$14.42	\$14.42	\$14.42	\$14.42
4000	\$14.88	\$14.88	\$14.88	\$14.88
4500	\$21.70	\$21.90	\$22.15	\$22.45

* - To include the following jobs:
 General Clerk, Customer Service, Clerk Cashier, Bakery Sales, Office Clerk, Health & Beauty Aid Clerk, Variety Clerk, Floral Clerk, Utility Clerk, and Cake Decorator.

Pre-June 21st, 2003 Employees (General Clerk/Customer Service)				
Hours	Current	Year 1**	Year 2	Year 3
10000+	\$23.29	\$23.49	\$23.74	\$24.04

Pre-June 21st, 2003 Employees (Clerk Cashier/Bakery Sales)				
Hours	Current	Year 1**	Year 2	Year 3
10000+	\$22.47	\$22.67	\$22.92	\$23.22

Pharmacy Assistant

Hours	Current	Year 1**	Year 2	Year 3
0	\$14.20	\$14.20	\$14.20	\$14.20
500	\$14.60	\$14.60	\$14.60	\$14.60
1000	\$15.00	\$15.00	\$15.00	\$15.00
1500	\$15.40	\$15.40	\$15.40	\$15.40
2000	\$15.85	\$15.85	\$15.85	\$15.85
2500	\$16.30	\$16.30	\$16.30	\$16.30
3000	\$16.75	\$16.75	\$16.75	\$16.75
3500	\$17.20	\$17.20	\$17.20	\$17.20
4000	\$17.65	\$17.65	\$17.65	\$17.65
4500	\$18.10	\$18.10	\$18.10	\$18.10
5000	\$18.55	\$18.55	\$18.55	\$18.55
5500	\$19.05	\$19.05	\$19.05	\$19.05
6000+	\$22.40	\$22.60	\$22.85	\$23.15

Registered Pharmacy Technicians

Hours	Current	Year 1**	Year 2	Year 3
0	\$23.20	\$23.20	\$23.20	\$23.20
500	\$23.40	\$23.40	\$23.40	\$23.40
1000	\$23.60	\$23.60	\$23.60	\$23.60
1500	\$23.80	\$23.80	\$23.80	\$23.80
2000	\$24.00	\$24.00	\$24.00	\$24.00
2500	\$24.20	\$24.20	\$24.20	\$24.20
3000	\$24.65	\$24.65	\$24.65	\$24.65
3500	\$25.10	\$25.10	\$25.10	\$25.10
4000	\$25.55	\$25.55	\$25.55	\$25.55
4500	\$26.00	\$26.00	\$26.00	\$26.00
5000+	\$28.00	\$28.20	\$28.45	\$28.75

Courtesy Clerks

Hours	Current	Year 1**	Year 2	Year 3
0	\$10.20	\$11.45	\$11.45	\$11.45
160	\$10.35			
320	\$10.50			
500	\$10.65	\$11.70	\$11.70	\$11.70
1000	\$10.80	\$11.95	\$11.95	\$11.95
1500	\$10.95	\$12.20	\$12.20	\$12.20
2000	\$11.20	\$12.45	\$12.45	\$12.45
2500	\$11.45	\$12.70	\$12.70	\$12.70
3000	\$11.70	\$14.30	\$14.55	\$14.85
3500	\$11.95			
4000	\$12.20			
4500	\$12.40			
5000+	\$14.10			

Non-Ticketed Bakers – Post Ratification

Hours	Current	Year 1**	Year 2	Year 3
0	\$12.85	\$12.85	\$12.85	\$12.85
1500	\$13.85	\$13.85	\$13.85	\$13.85
3000	\$14.85	\$14.85	\$14.85	\$14.85
4500	\$15.85	\$15.85	\$15.85	\$15.85
6000	\$16.85	\$16.85	\$16.85	\$16.85
7500	\$21.06	\$21.26	\$21.51	\$21.81

Non-Ticketed Bakers – Post-June 21st, 2003 Employees

Hours	Current	Year 1**	Year 2	Year 3
4500+	\$23.46	\$23.66	\$23.91	\$24.21

Journeyman Bakers				
	Current	Year 1**	Year 2	Year 3
	\$23.71	\$23.91	\$24.16	\$24.46

Bakery Apprentice	
First Year	65% of Journeyman Rate
Second Year	75% of Journeyman Rate
Third Year	85% of Journeyman Rate
Fourth Year	Same rate as Journeyman Baker

Cake Decorators – Pre-June 21st, 2003 Employees				
Hours	Current	Year 1**	Year 2	Year 3
10000+	\$22.49	\$22.69	\$22.94	\$23.24

Bakery Production Assistants – Pre-February 26th, 2008				
Hours	Current	Year 1**	Year 2	Year 3
4500	\$10.35	\$10.35	\$10.35	\$10.35
5000	\$10.68	\$10.68	\$10.68	\$10.68
5500	\$11.01	\$11.01	\$11.01	\$11.01
6000	\$11.35	\$11.35	\$11.35	\$11.35
6500	\$11.68	\$11.68	\$11.68	\$11.68
7000	\$12.01	\$12.01	\$12.01	\$12.01
7500	\$13.20	\$13.20	\$13.20	\$13.20
8000	\$13.47	\$13.47	\$13.47	\$13.47
8500	\$13.74	\$13.74	\$13.74	\$13.74
9000	\$14.01	\$14.01	\$14.01	\$14.01
9500	\$14.28	\$14.28	\$14.28	\$14.28
10000+	\$17.04	\$17.24	\$17.49	\$17.79

Bakery Production Assistants – Post February 26th, 2008

Hours	Current	Year 1**	Year 2	Year 3
0	\$10.35	\$11.45	\$11.45	\$11.45
160	\$10.55			
320	\$10.75			
500	\$10.95	\$11.70	\$11.70	\$11.70
1000	\$11.05	\$11.95	\$11.95	\$11.95
1500	\$11.25	\$12.20	\$12.20	\$12.20
2000	\$11.50	\$12.45	\$12.45	\$12.45
2500	\$11.75	\$12.70	\$12.70	\$12.70
3000	\$12.00	\$14.20	\$14.45	\$14.75
3500	\$12.25			
4000+	\$14.00			

	Current	Year 1**	Year 2	Year 3
Assistant Produce Manager	\$23.79	\$23.99	\$24.24	\$24.54
Assistant Bakery Manager (Journeyman)	\$24.21	\$24.41	\$24.66	\$24.96
Assistant Bakery Manager (Non-Journeyman)	\$23.96	\$24.16	\$24.41	\$24.71
Head File Maintenance	\$23.29	\$23.49	\$23.74	\$24.04
Floral Operator	\$23.20	\$23.40	\$23.65	\$23.95
Variety Operator	\$23.45	\$23.65	\$23.90	\$24.20

Post Ratification June 21st, 2003

Assistant Produce Manager	\$22.20	\$22.40	\$22.65	\$22.95
Head File Maintenance	\$21.70	\$21.90	\$22.15	\$22.45

** - Year One begins the first pay period after ratification.

The following wage scale will apply to those employees hired as Sales/Service Clerks* after **May 5th, 2016**:

Hours	Rate
0-499	\$11.65
500-999	\$12.00
1000-1499	\$12.35
1500-1999	\$12.70
2000-2499	\$13.05
2500-2999	\$13.40
3000-3499	\$13.75
3500-3999	\$14.10
4000-4499	\$14.45
4500-4999	\$14.80
5000-5499	\$15.15
5500-5999	\$15.50
6000-6499	\$15.85
6500-6999	\$16.20
7000-7499	\$16.55
7500-7999	\$16.90
8000-8499	\$17.25
8500-8999	\$17.60
9000-9499	\$17.95
9500-9999	\$18.30
10000+	\$20.00

Lump Sum Payments

All Employees on payroll at date of ratification shall receive the following lump sum payment.

31 to 40 hours worked, averaged over the previous 52 weeks shall receive \$600.00

21 to 30 hours worked, averaged over the previous 52 weeks shall receive \$400.00

11 to 20 hours worked, averaged over the previous 52 weeks shall receive \$200.00

0 to 10 hours worked, averaged over the previous 52 weeks shall receive \$100.00

Appendix "B"

Bakery:

In addition to those **articles** listed in the body of the Agreement, the following shall apply specifically to the Bakery section:

1. Rates for Relief Work

Employees temporarily relieving a Bakery Manager shall receive the minimum rate established by the **Co-operative** for such position for all time so employed.

2. Shift Work

(a) Notwithstanding the **Co-operative's** right to schedule employees employed in their in-store bakeries, the **Co-operative** agrees to maintain rotating bi-weekly schedules that ensure the shift work is shared in a manner that provides for all personnel, except Bakery Managers, to work the required shifts.

(b) Where practical, the **Co-operative** will endeavour to maintain regular starting times for first employees on shift. However, it is understood that the necessity of having sufficient product on the shelves for sale to the consumer shall be the sole determining factor relative to the foregoing.

No bakery employee will be compelled to work alone on **the Co-operative's** premises, except in cases of emergency.

(c) The present practice of the five (5) minute change time at the end of shift shall be continued.

- (d) All hours worked by a Bakery Production employee between 10:00 p.m. and 7:00 a.m. shall be considered as shift work and paid for at the applicable straight time or overtime rate plus two (\$2.00) dollars per hour shift premium for each full hour worked during this period.

In addition to the foregoing, any Bakery Production employee whose shift commences after 10:00 p.m. or on or before 5:00 a.m. shall be paid the shift premium for each full hour worked until 8:00 a.m. The foregoing premium will apply to all bakery employees in shipping stores.

3. Full-Time Position Filling

Notwithstanding the seniority provisions outlined in Article 11 of the Collective Agreement, Journeyman and third (3rd) year Apprentice Bakers will be given first consideration for full-time positions.

If a third (3rd) year Apprentice receives full-time by this article and does not complete the Journeyman certificate within the guidelines of the Apprenticeship Board, they shall be reduced to part-time and placed on the appropriate non-ticketed pay scale.

4. Scheduling of Journeyman/Apprentices and Non-Ticketed Bakers

Journeyman and third (3rd) year Apprentice Bakers will be scheduled prior to post ratification non-ticketed bakers (current non-ticketed Bakers are not affected).

5. Apprentice Bakers

The **Co-operative** agrees to work with Apprentice Bakers to provide exposure to a variety of tasks to aid them in the successful completion of their apprenticeship.

If an apprentice is unable to attain the hours in their store, the **Co-operative** will consider a request for a transfer to another store.

An apprentice who has made application to attend school shall notify the **Co-operative** at least sixty (60) days prior to the session. The **Co-operative** shall make it possible for apprentices to attend school in each twelve (12) month period of their apprenticeship. If the **Co-operative** is unable to allow an apprentice to attend a particular session due to operational requirements, the **Co-operative** will allow the apprentice to attend the next available session provided the apprentice has applied and given sixty (60) days' notice to the **Co-operative**.

6. Bakery Production Assistant Clerks

Bakery Production Assistant Clerks shall only be scheduled to work when a Bakery Manager, Assistant Bakery Manager, Journeyman Baker, 3rd year Apprentice or top rate Non-Ticketed Baker are working unless the Production Assistant Clerk is only performing clean-up duties.

7. Movement between the Apprentice and Baker Classification

A pre-ratification (June 10th, 2011) employee who is currently an Apprentice who wishes to discontinue with the Apprenticeship program will be moved to the Non-Ticketed

Baker scale. They will retain their current rate of pay as an Apprentice and be placed off scale for 1500 hours. After completion of the 1500 hours, they will move to the next highest rate on the scale.

An employee, who is from another classification and begins the Apprenticeship program, will be placed at the first (1st) year Apprentice rate once they register for the program. It is understood that this could mean a reduction in their rate of pay.

8. Description of Duties (Bakery Classifications)

The duties of Cake Decorator and Bakery Production Assistant Clerks are generally accepted as follows:

(a) Cake Decorator

Generally, this position requires considerably more skill than straight, simple icing, which means additional training is required. This can be accomplished through special on-the-job training or outside vocational training. Such training will prepare employees to ice, finish, and decorate fancy specialty bakery products such as birthday cakes, fresh pastry, wedding cakes, cup cakes, or other similar products. It is understood that the foregoing represents the main functions of the Cake Decorator, but are not necessarily restricted to same.

(b) Bakery Production Assistant Clerk

Fry/Ice/Rack Donuts
Clean up (including donut fryer)

Preparing of pans such as cleaning, greasing, and icing
Pan fresh and frozen sweet goods for the next day's production
Handling racks and trays
Put away orders (excluding check off of invoices)
Unload French bread from the oven for late afternoon fresh program
Unwrap cakes, sweet goods, and all dessert items
Preparing and panning frozen dough items for bake off
Make garlic bread and cheese bread

Any Bakery Production Assistant Clerk who is instructed by Management or the person in charge to perform duties other than those listed above for fifteen (15) minutes or more in a shift, shall be paid the top rate of the Pre-2003 General Clerk classification for the complete shift.

9. Apparel

The **Co-operative** agrees to supply, at no cost to the employees, masks for those employees working in the Bakery Departments who wish to wear them.

The **Co-operative** agrees to continue the present practice in respect to supplying whites.

The **Co-operative** will supply hairnets to employees who are required to wear such items.

In-store Bakers will be allowed to wear steel-toed safety footwear that meets the **Co-operative's** approval.

10. Bakery Sanitation

- (a) Bakery premises shall be kept clean and sanitary throughout, by all employees.

Employees shall keep their persons in a clean and sanitary manner. All employees shall at all times leave benches, machinery, and floors around benches clean and, except in cases of necessity for repairs, in good condition for the immediate resumption of work for the next shift.

- (b) The **Co-operative** shall provide and maintain for convenience of employees, toilets, washrooms, and lockers.
- (c) The use of tobacco in any form or the consuming of bottled drinks in any part of the bakery is prohibited.

Letters of Understanding

Between: **North Central Co-op Limited** (the “**Co-operative**”)

And: United Food and Commercial Workers Canada
Union, Local No. 401 (the “Union”)

1. Illness during Vacation

Should an employee become ill or hospitalized during their annual scheduled vacation, he/she shall be allowed to reschedule the days that they were ill/hospitalized. An employee who wishes to reschedule days they were ill or hospitalized, pursuant to the foregoing understanding, must substantiate his/her illness or stay in hospital through the presentation of a Medical Certificate.

For the purpose of this section only, "illness" and "hospitalization" shall be those which are the standards for the payment of **Long Term Disability**, i.e. first (1st) day of hospitalization and fourth (4th) day disabled due to illness.

Only upon acceptance of the claim by the insurance carrier will an employee be allowed to reschedule the days they were ill or hospitalized.

Days of rescheduled vacation shall be taken at a time that is mutually agreed between the employee and the Store Manager.

Consistent with Article 8.3 of the Agreement, those employees who are found abusing this provision shall be disciplined by the **Co-operative**. In such cases the **Co-**

operative may discontinue or reduce the benefit of the employee or terminate the services of the employee.

This Letter of Understanding will expire on the expiry date of the Collective Agreement.

2. General Clerks Cashing

General Clerks will not be scheduled to do Clerk Cashier work. This Agreement acknowledges, however, that a General Clerk may have to perform occasional Clerk Cashier work, if necessary, for the purposes of relief or in the event of emergencies.

3. Rotation of General Clerks Job Duties

The **Co-operative** will provide an opportunity for all full-time General Clerks who have the ability, to rotate through various duties in the areas of frozen food, bread, dairy, and night stocking.

The foregoing rotation may not, at the **Co-operative's** option, include one (1) designated full-time General Clerk and those working in the Produce Department.

4. Night Stocking

We will be advising our Store Managers that the dress code for night stocking will provide that jeans may be worn when the store is closed for business.

5. Employees Wishing to Change Their Status from Full-time to Part-time

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

- (a) The change of status is operationally feasible and can be easily accommodated within the employee's store, department, and classification.
- (b) There is a suitable part-time position available within the employee's store, department, and classification.
- (c) There is a qualified replacement readily available to the **Co-operative**.

The parties agree that an employee wishing to reduce from full-time status to part-time status to avoid scheduling requirements (e.g. night stocking rotation or evening work), will not be considered.

6. Reline Crew

- (a) There will be no reduction of regular hours for existing employees of departments where the reline crew is performing reline work.
- (b) Existing employees of departments where the reline crew is performing work will have the first opportunity for overtime hours required for regular store duties not related to the reline duties.

7. C.C.W.I.P.P. Stabilization Fund

It is understood that a portion of the C.C.W.I.P.P. Stabilization Fund has been allocated to the bargaining unit employees of North Central Co-operative Association Ltd.

The balance of any assets held within the Stabilization Fund shall only be used for the benefit of the **Co-operative's** employees in the bargaining unit, in a manner to be agreed upon by the **Co-operative** and the Union.

8. Working while on Parental/Adoption Leave

The **Co-operative** and the Union agree that any employee on Parental/Adoption leave will have the opportunity to work to a maximum of twenty-five (25%) percent of their Employment Insurance Benefit level, if they so desire.

Employees electing to work part-time hours must fill out a part-time availability form. These employees will be placed on the part-time schedule using their current employment date and will be scheduled as per the part-time scheduling rules.

It is understood that the employee is responsible for the maintenance of benefits as per Article 7.4.

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

9. Vacation

Employees will be able to book vacation outside of Sunday to Saturday as follows:

- (1) To be eligible, employees must be eligible for five (5) or more weeks of vacation.
- (2) Eligible employees can use a maximum of two (2) weeks' vacation in this fashion.
- (3) Where one (1) week is taken, the vacation will be recorded on the vacation planner as two (2) weeks. Where two (2) weeks are taken, the vacation will be recorded on the vacation planner as three (3) weeks.
- (4) Where more than one (1) week is used, they must be taken consecutively. Employees cannot use two (2) single weeks for this purpose.
- (5) The time of the vacation is to be mutually agreed between Management and the employee.

10. **Licensed (Regulated) Pharmacy Technicians**

1. ***Regulated Pharmacy Technicians will be a separate classification. To be eligible to fill a position, the employee must be properly licensed in accordance with Provincial regulations. Unless merit, fitness, and ability of an employee is greater than that of another employee, seniority shall govern in the filling of vacant positions.***

- 2. The Co-operative will determine the number of Regulated Pharmacy Technicians, if any, required in each pharmacy and determine the status of the needed position(s).**
- 3. Internal Pharmacy Assistants reclassified as Regulated Pharmacy Technicians will be subject to a ninety (90) day probation period for; 1) the employee to decide if they want the work and; 2) the Co-operative to determine if the employee is capable of performing the necessary duties.**
- 4. If there are insufficient internal candidates, vacant Regulated Pharmacy Technician positions will be filled by qualified external candidates. The Co-operative will determine the initial status of these employees.**
- 5. There will be no restriction on Regulated Pharmacy Technician duties within the pharmacy other than prescribed by the Provincial regulatory authority.**
- 6. The Co-operative will continue with the practice of Practicums in the Pharmacy Department. Pharmacy Assistant hours will not be impacted by this practice.**
- 7. The Co-operative will not reduce full-time Pharmacy Assistants to part-time status as the result of the implementation of the Regulated Pharmacy Technician classification. This guarantee will be in force for the duration of the current Collective Agreement.**

8. Credit for Previous Experience:

Pharmacy Assistants promoted to the position of Regulated Pharmacy Technician will receive credit for their career hours with the Co-operative.

9. *The Co-operative shall reimburse all employees for licensing and insurance fees immediately upon submission of the receipts.*

10. *If an employee leaves the employ of the Co-operative within one (1) year of the payment, the employee will repay a prorated amount based on the time worked for the Co-operative since the payment.*

11. Vacation Planners

No vacation planners shall be posted with weeks “blacked out” or “blocked off”. Upon request, employees will be given a reason as to why their request for vacation has been denied.

Employees will be able to request their vacation anytime in the year as per the Collective Bargaining Agreement guidelines.

12. "Phased-In Retirement" Option

Notwithstanding anything to the contrary contained in the relevant Collective Agreements, the parties agree on a trial basis for the life of the current Collective Agreements to the following terms and conditions for a "Phased-In Retirement" Option.

- 1) Only full-time active employees aged sixty (60) years or older will be eligible for this option.***
- 2) Eligible employees may request to participate in this option and their requests will be granted provided it will not interfere with the efficient operation of the business. Requests will not be unreasonably denied.***
- 3) Employees can only elect for this option once in their career. An employee will only be able to revert to regular full-time status as a result of a life changing event (i.e. divorce, separation, death/illness of a partner).***
- 4) These employees shall work thirty-two (32) hours per week.***
- 5) Should there be a major hour reduction due to operational need, the parties agree to meet upon request, to review the program and consider any changes that may be required.***

13. Unrestricted Part-Time Employee Scheduling

Notwithstanding anything to the contrary in Article 12 of the Collective Agreement, the parties agree to the following on a trial basis for the life of the Collective Agreement.

- 1) Unrestricted part-time employees with ten (10) or more years of seniority and has reached the age of sixty (60) will be allowed to indicate a preference for the total amount of weekly hours which may result in the employee receiving less hours than his/her seniority entitles him/her to.***
- 2) These preferences must be submitted in accordance with the availability form as outlined in Article 12 and will be honored at the Co-operative's discretion based on the operational requirements of the store.***

Signed this _____ day of _____, **2016.**

For the **Co-operative:**

For the Union:

Co-operative Committee:

Bargaining Committee:

Evan Sorestad
Ed Berney
Jeff Blaney

James Sherlock
Judy Bulat
Roy Wardley
Nikki Loonskin
Vicky Govoroukha
Theresa McLaren
Cheryl Watamaniuk

This Agreement was ratified on **May 5th, 2016.**