



# **COLLECTIVE AGREEMENT**

Between

**Real Canadian Wholesale Club**

And

**Retail, Health Care and  
Service Employees Union,  
CLAC Local 301**

**DURATION: October 21, 2017 – October 28, 2023**

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**Between**

**Real Canadian Wholesale Club  
(hereinafter referred to as "the Employer")**

**and**

**Retail, Health Care and Service Employees  
Union, CLAC Local 301  
(hereinafter referred to as "the Union")**

**October 21, 2017 – October 28, 2023**

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## **COLLECTIVE AGREEMENT**

### **SECTION 1: PURPOSE OF AGREEMENT**

- 1.01 It is the intent and purpose of the parties to this agreement, which has been negotiated and entered into in good faith:
- a) to recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
  - b) to provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
  - c) to establish an equitable system for the promotion, layoff and recall of employees;
  - d) to establish a just and prompt procedure for the disposition of grievances;
  - e) and generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer and the employees which will be conducive to their mutual well-being.

### **SECTION 2: CLARIFICATION OF TERMS**

- 2.01 In this Agreement, wherever the words “he”, “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.

### **SECTION 3: UNION RECOGNITION**

3.01 The Employer recognizes the Union as the sole agent for the purposes of collective bargaining for all employees, employed in the real Canadian Wholesale Clubs in the Province of Alberta, save and except Store Managers, Assistant Store Managers, Department Managers, Pharmacists and Regulated Pharmacy Technicians, Undergraduate and International Pharmacists, Store Administrators, and any person above the rank of Department Manager.

Additional exclusions will be determined through consultation between the Company and the Union.

3.02 When a new Real Canadian Wholesale Club opens in the Province of Alberta, the employees will be covered by this current Collective Agreement.

3.03 Neither the Employer nor the Union will compel employees to join the Union. The Employer will inform all new employees of the contractual relationship between the Employer and the Union at the time of the employee's hire.

### **SECTION 4: MANAGEMENT RIGHTS**

4.01 The Management of the store and the direction of the working force are the sole rights of the Employer including the right to:

- a) plan, organize, direct and control operations;
- b) schedule and assign work to employees;

- c) determine the means, method, processes and schedules of operation;
- d) contract work where necessary;
- e) establish production standards;
- f) maintain the efficiency of employees;
- g) establish and require employees to observe the Employer's rules and regulations;
- h) hire, layoff, transfer or dismiss employees;
- i) discontinue jobs;
- j) maintain order and promote, demote, suspend, discipline, and discharge employees for just cause;
- k) decide employee qualifications;
- l) determine merchandise it may handle, process, manufacture, package or sell.

4.02 The foregoing enumeration of Management's function will not be deemed to exclude other functions not specifically set forth in this section.

4.03 It is agreed that the above does not preclude an employee from exercising his rights under Section 8: Grievance Procedure subject to Section 8.01.

## **SECTION 5: NON-DISCRIMINATION**

5.01 The Employer and the Union agree to adhere to the principles contained in the Alberta Human Rights Act.

## **SECTION 6: UNION REPRESENTATION**

6.01 Except as permitted by this Collective Agreement, there will be no Union activities on Employer time or premises without the prior permission of the store Management.

6.02 For the purpose of representation with the Employer, the Union will function and be recognized as follows:

- a) The Union has the right to appoint or elect three (3) stewards in a store. Stewards are representatives of the employees in certain matters pertaining to this Agreement including the processing of grievances.
- b) CLAC representatives are representatives of the employees in all matters pertaining to this Agreement particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement and enforcing the employees' collective bargaining rights as well as any other rights under this Agreement.
- c) Upon proper notification of Store Management, the designated CLAC representatives will have access to the employees of the store during normal business hours for the purpose of observing working conditions and interviewing employees. Such interviews will take place in a location designated by Store Management, should not take longer than five (5) minutes and will not interfere with the efficient operation of the store.

6.03 a) A steward or CLAC Representative will be given up to five (5) minutes to meet with a new employee during their first month of employment. Such meetings will take place during the employee's national orientation session. In the event an

alternate time is required the steward or Union Representative will obtain permission from the store manager or designate.

- b) Stewards will not absent themselves from their work to deal with workplace issues or meet with new employees without first obtaining permission of Store Management. Permission will not be unreasonably withheld. Such meetings will be limited to five (5) minutes or will take place during rest and meal periods so as to not interfere with the efficient operation of the store.

6.04 The Employer is authorized to and will deduct from each employee's pay the amount equal to Union dues and, where applicable, an amount equal to Union dues arrears or Union administration dues, effective from the start of employment. Such deductions will be a condition of employment and will be an amount set by the CLAC National Convention.

6.05 The total amount deducted will be mailed to the Union's provincial office each month, within two (2) weeks after period end, together with an itemized list of the employees for whom the deductions are made, the amount deducted and the employees' social insurance numbers.

6.06 The Union has a conscientious objection policy for employees who cannot support the Union with their dues for conscientious reasons, as determined by the Union's internal guidelines on what constitutes a conscientious objection.

- 6.07 The Employer will provide the Union with all necessary information regarding insurance and benefit plans and employee terminations. The name, address, date of hire, social insurance number and classification of new employees will be provided to the Union each period. A list of employees, ranked according to seniority and classification and showing the employee's rates of pay will be forwarded to the Union in January of each year, with the opportunity for the Union to request an updated list two (2) more times a year.
- 6.08 The Union and the Employer will cooperate in maintaining a competent work force. The Union undertakes to supply the Employer with qualified employees to the best of its ability when requested. Notwithstanding Section 3 of this Agreement, the Employer agrees to give due consideration to all applicants referred by the Union.
- 6.09 A bulletin board will be supplied by the Union, to be located in the lunch room of each store.
- 6.10 The Employer agrees to display the official Union Decal in a location where it can be seen by the customers. Such decal shall be of a form and size acceptable to management, and posted in a place approved by the Employer.

## **SECTION 7: NO STRIKES/NO LOCKOUTS**

- 7.01 During the term of this Agreement, or while negotiations for a further agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members. The Union

further agrees that an employee or employees that participate in or encourage any such action will be subjected to discipline or discharge. The term "slow-down" will mean wilful restriction or reduction of production by an employee which is within such employee's reasonable control.

7.02 During the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees or deliberately send employees home when this is not warranted by the workload.

7.03 It is the intention of the parties that during the life of this Agreement all disputes as to the meaning and application of this Agreement will be handled in accordance with the provisions of the Grievance Procedure of this Agreement.

## **SECTION 8: GRIEVANCE PROCEDURE**

8.01 In the event that a difference arises between the Employer and the Union, or the Employer and one or more employees regarding the interpretation, application or alleged violation of this Agreement, such differences will be settled without stoppage of work or lockout by way of one of the following procedures of settlement as applicable:

By the Employee(s):

The employee or employees concerned, with or without a Steward in attendance, may first seek to settle the difference in discussion with the Department Manager and

if the employee is not satisfied with the result, then the employee may discuss the matter with the Store Manager.

### Step 1

If the difference is not resolved satisfactorily through the process outlined above, it then becomes a grievance. The grievance will be reduced to writing, setting forth:

- a) The nature of the grievance and the circumstances out of which it arose;
- b) The remedy or correction required;
- c) The section or sections of this Agreement infringed upon, or claimed to have been violated

The written grievance will be submitted in this form to the Store Manager or designate within five (5) days of the act causing the grievance. On the grievance form the Store Manager or designate will make known his decision to the grievor within five (5) days of receipt of the grievance and provide the grievor and Steward with a copy of the decision.

### Step 2

In the event that the reply in Step 1 is unsatisfactory to the grievor, or in the event the Store Manager does not reply within the time period designated in Step 1, the grievor may submit the grievance to the Labour Relations Department of the Employer providing this is done within five (5) days after the receipt of the answer of the Store Manager or designate in the first step. The Labour Relations Department of the Employer will make known its

decision to the grievor and the Union office within ten (10) days of receipt of the grievance at the second step.

### Step 3

In the event that the reply in the second step is unsatisfactory to the grievor, the Union may submit the grievance to arbitration within seven (7) days of receipt of the decision of the Labour Relations Department of the Employer. A notice of submission to arbitration must be given in writing.

By the Employer or Union:

In the event that either the Employer or the Union on their own behalf wish to process a grievance, such grievance will be submitted by one party to the other, in writing, and will be submitted within ten (10) days of the act causing the grievance.

The party in receipt of the grievance must, within ten (10) days of having received it, inform the other party of its decision. In the event that the grievance is not resolved at this time, either party may submit the grievance to arbitration within seven (7) days of the rendering of the decision.

8.02 The time limits expressed in the forgoing will be exclusive of Saturdays and Sundays and General Holidays.

8.03 In the event that the initiator of the grievance fails to follow the procedure and time limits established in this section, the grievance will be deemed to be abandoned.

8.04 Where the recipient of the grievance fails to respond within the time limits prescribed the grievance will advance to the next step.

## **SECTION 9: ARBITRATION**

9.01 If notice of desire to arbitrate is served, the two parties will meet in an attempt to obtain an agreement to refer the matter to an agreed upon single arbitrator within seven (7) calendar days of receipt of notification. The arbitrator will meet within twenty-one (21) calendar days of the appointment and hear such evidence as the parties may desire to present to assure a full, fair hearing, and will render a decision in writing to the parties within fourteen (14) days after the completion of the hearing.

9.02 If the parties fail to agree on an agreed single arbitrator within seven (7) calendar days as required above then either party may request the Minister of Labour to appoint an impartial Arbitrator.

9.03 The decision of the single arbitrator will be final and binding on the two parties to the dispute and will be applied forthwith.

9.04 The Union and the Employer may mutually agree to appoint a three person arbitration board as an alternative to the above. The procedure for this is outlined in Sections 9.05 to 9.07.

9.05 Within seven (7) calendar days of receipt of notification by the one party, the other party will nominate its choice of nominee by notice in writing. The two nominees so nominated will meet forthwith and if within seven (7)

calendar days of their first meeting, they have failed to settle the grievance, they will attempt to select, by agreement, the chairman of the arbitration board. If they are unable to agree upon the choice of such a chairman within a further period of twenty-four (24) hours, they will then request the Director of Mediation Services for the Province of Alberta to appoint a chairman.

- 9.06 After the arbitration board has been formed by the above procedure, it will meet within twenty-one (21) calendar days of the appointment of the chairman and hear such evidence as the parties may desire to present to assure a full, fair hearing, and will render its decision in writing to the parties within fourteen (14) days after the completion of the hearing.
- 9.07 The chairman will have the authority to render the decision with the concurrence of either of the other members, and a decision thus rendered will be final and binding.
- 9.08 The arbitration board or single arbitrator, by its decision, will not alter, amend or change the terms of this Agreement.
- 9.09 Should either party apply for judicial review of an award under this Section 9: Arbitration, it will be done within fourteen (14) days of receipt of the award and it is further understood that only that portion of the award under judicial review will have its implementation delayed.
- 9.10 Each of the parties to this Agreement will bear the expenses of its nominee to the arbitration board, and the fees and expenses of the chairman or single arbitrator will be borne equally by the two parties to the dispute.

## **SECTION 10: PROBATION PERIOD**

- 10.01 New employees will be on probation for a period of three hundred (300) hours of work or for six (6) months, whichever occurs first. Employees hired in the first six (6) months of a new store opening will be on probation for a period of three hundred sixty (360) hours.
- 10.02 While on probation employees may be discharged by the Employer without recourse to the grievance or arbitration sections of this agreement. Upon request from the Union Representative, the Labour Relations Department will discuss the reasons for the probationary employee's release.
- 10.03 Employees will have seniority status after successful completion of the probation period. Seniority will be calculated from the day the employee commenced employment.

## **SECTION 11: SENIORITY**

- 11.01 a) Seniority for all employees will be based on the number of hours accumulated with the Employer, in the Province of Alberta.
- b) Hours accumulated for seniority purposes will include: (1) hours worked, (2) hours paid, (3) vacation weeks, (4) all time off due to WCB, maternity, parental, compassionate care, or jury leave, (5) absences due to illness for more than three (3) days up to a maximum of one year.

Determination of accumulated hours for point #3, #4 and #5 above will be based on the employee's average hours worked during the previous four (4) weeks in which the employee actually worked. Application for seniority credit must be made within four (4) weeks of an employee's return to work. Seniority credit application forms may be obtained from Store Management and should be returned to the employee's Department Manager.

11.02 Full time employees will have the ability to change to part time status during the term of the current agreement without loss of seniority for reasons other than working at alternative full time employment. Employees may exercise this right between the second Sunday in January and the third Sunday in September. Requests will be implemented in a timely manner. Employees moving to part time status will be required to complete a Declaration of Availability form. The full time positions vacated will be replaced in accordance with Letter of Understanding #2 – Re: Full Time to Part Time Ratio.

- 11.03 a) Employees will accrue and exercise seniority within their classification within their department only.
- b) Notwithstanding (a) above, with management approval and upon request, an employee may transfer to fill another vacancy within the store provided the employee has the qualifications to meet the requirements of the position as decided by management. If multiple applicants have identical qualifications, management will consider the seniority provisions of the Agreement. The applicant will transfer with full seniority and wage progression credits.

- 11.04 Where a part time employee is scheduled and works a full time basic work week for thirteen (13) consecutive weeks such employee will be considered to be a full time employee for all purposes of this Agreement. This will not apply where the employee is covering for a leave of absence due to maternity, parental, adoption, illness, injury, or union business.
- 11.05 Employees who wish to transfer into another store will inform their store manager in writing with a copy to the Labour Relations Department. The Employer agrees to give full consideration to the employee's request provided a vacancy is available and the employee has the merit and qualifications as determined by management. If the qualifications of applicants are relatively equal, management will consider the seniority provisions of the agreement. If the transfer is approved the employee will maintain full seniority and wage progression credits.
- 11.06 Part-time employees, who are desirous of becoming full-time employees, will inform their Store Manager in writing with a copy to the Human Resources Business Partner and the Union. The Employer agrees to give full consideration to the employee's request, subject to the seniority provisions of the collective agreement and the ability of the applicant to fulfill the requirements of the position when a full-time position becomes available.

The Employer will post in the store on the information board a notice of the full-time vacancy for one (1) calendar week.

- 11.07 a) Where there is a reduction of hours necessitating the lay-off of employees, such lay-off will be by inverse seniority, by classification, by department and ability to perform the work in each store. Employees will be recalled by seniority in the same manner.
- b) When reducing staff, employees with the least seniority within the department in the classification will be laid off first. When recalling employees from a layoff, they will be recalled in seniority to the department and classification from which they were laid off.
- c) In the event a full-time employee is laid off or is reduced to part-time, or a part-time employee is reduced to zero (0) hours for four (4) consecutive weeks, they will be allowed to:
- i) Displace the employee with the least seniority within their classification (as listed in the Schedule of Wages) within the store (and will be scheduled according to their seniority hours).
  - ii) Displace the employee with the least seniority whose rate is equal to or less than their current rate outside their classification (as listed in the Schedule of Wages) within the store (and will be scheduled according to their seniority hours).
- d) Should an employee exercise their seniority outside their classification, he will be given a "reasonable opportunity" to do the job in a competent manner. For the purpose of this section "reasonable opportunity" will mean a maximum of forty (40) hours for a full-time

employee and sixteen (16) hours for a part-time employee.

- e) An employee exercising his seniority under (c) above will be restricted to one (1) opportunity to do a job outside his classification in a competent manner.
- f) In the event that a full-time position becomes available within the classification of the most senior full-time employee laid off or reduced, that employee will have the first opportunity to fill the position.
- g) In the event a full-time position becomes available outside the classification of the most senior full-time laid off employee or reduced full-time employee, he will be given a reasonable opportunity, as defined above, to perform the job in a competent manner subject to 11.07(c)(ii) above.
- h) In the event a part-time position becomes available, the most senior laid off part-time employee will be given a reasonable opportunity, as defined above, to perform the job in a competent manner subject to 11.07(c)(ii) above.

11.08 a) Part time employees will be classified as “unrestricted” or as “restricted” based on the definitions below. An “unrestricted” employee will be given preference in scheduled hours versus that of a “restricted” employee within their classification and department.

- i) “Unrestricted” – employees who are available to work all operational hours in their department, subject to exceptions found in Section 11.08 (c) and 11.11(c).

- ii) “Restricted” – Employees who are not available to work all operational hours in their department. Effective December 2, 2011, employees upon hire must declare and maintain an availability providing the ability to be scheduled a minimum of two (2) shifts between Monday and Friday, and one (1) shift on either Saturday or Sunday in their assigned department
- b) Part-time employees will be scheduled and required to work according to their declared availability on file.

Provided the employee notified the Employer at the time of hire, the Employer agrees to respect the employee’s wishes in regards to not working certain days of the week or certain hours of the day.

Part-time employees will declare their availability up to four (4) times per year:

- i) they must declare their availability upon hire and annually on the first, second, or third Sunday in January; and
- ii) may declare up to three (3) other times in the calendar year.

Employees cannot use a declaration of availability, as listed in point ii) above, between November 1<sup>st</sup> and the first Sunday in January, unless it is to increase their availability.

There shall be a minimum of sixty (60) days between each availability change. New employees hired will

not change their availability for a period of sixty (60) days after the commencement of employment unless mutually agreed by the employee and Employer.

The Employer will make the availability forms available to part-time employees. Employees will submit, in person, a completed form to their Manager or store manager and the employee will be given a signed copy of the form at the time of the submission. Provided the availability change is submitted by noon Saturday, the change will be reflected on the effective date but no sooner than on the schedule posted the following Tuesday.

- c) Part-time employees who are “unrestricted” will have the option of restricting themselves for one (1) period of up to twenty-four (24) consecutive hours between 12:00 a.m. Monday and 11:59 p.m. Thursday and retain their “unrestricted” status. An eligible employee changing their restrictions outside of the January period will not cause another employee to be displaced from their selection. These restrictions will be awarded based on seniority and the Employer may limit the number of restrictions.

11.09 An employee will lose seniority if the employee:

- a) resigns or retires;
- b) is discharged for cause (unless the discharge is overruled in the Grievance Procedure);
- c) is absent without permission in excess of two (2) days without notice for reasons not satisfactory to the Employer;

- d) fails to report to work after seven (7) days when recalled from layoff. An employee has to be recalled by registered mail at the last known address on file with the Employer;
  - e) is laid off for a continuous period of six (6) months.
- 11.10 The Employer will give an employee two (2) weeks written notice of layoff delivered by hand or sent by registered mail to the employee's last address on file.
- 11.11 a) An employee may request a specific day off, or a combination of two (2) consecutive days off, at least two (2) days in advance of the schedule being posted according to Section 12.05. Granting of requests is subject to operational requirements as determined by the Employer but requests will not be unreasonably denied.
- b) The Employer will notify the employee of the status of their request one week before the schedule is posted provided the employee submits their request two weeks in advance. If submitted less than two weeks in advance, the Employer will notify the employee of the status of their request prior to the schedule being posted.
- c) Any request granted to an “unrestricted” employee who does not make more than one (1) request per Employer’s period calendar, will not result in that employee receiving less hours than their seniority would allow, provided that the employee remains available for not less than five (5) days that week.

11.12 From time to time, the Employer may establish new departments according to the following criteria:

- i) A new group of products, commodities, or services are to be sold.
- ii) The pre-existing mix of products or commodities and/or the nature of the business is substantially altered to the extent that merchandising and staff requirements are substantially altered.
- iii) Operational changes are required to improve the business.

When a new department is established the Department Manager for that department will be added to the exclusions under Section 3.01. Staffing and related classifications of such departments will be discussed between the parties prior to implementation.

11.13 It is understood and agreed that third parties may deliver independent third party services within the Company's stores. Such services will be delivered by the third party employees, who shall be under the direction and control of the third party managers. It is agreed that the third party employees and managers engaged in this function are not employees of the Company.

## **SECTION 12: SCHEDULING**

12.01 Hours will be scheduled on a weekly basis to employees in accordance with their seniority and by their availability status, either full-time; or part time "unrestricted" or "restricted", within each department and classification.

Senior employees will be scheduled as many or more hours on a weekly basis than junior employees within their classification and department, subject to availability.

- a) “Unrestricted” employees will be scheduled as many or more hours on a weekly basis than “restricted” employees within their classification and department, subject to availability.
- b) Senior “Unrestricted” employees will be scheduled as many or more hours on a weekly basis than junior “Unrestricted” employees within their classification and department, subject to availability.
- c) Senior “restricted” employees will be scheduled as many or more hours on a weekly basis than junior “restricted” employees within their classification and department, subject to availability and level of restriction.
- d) The Employer will schedule with the intent to allocate Monday through Friday day shifts (store opening until 5:00pm) amongst all employees available, not just those who have exclusively restricted themselves to those times. It is the intent of the parties that preferred shifts not be exclusive to certain employees but rather that they be equally allotted when possible to those that are available; subject to the operational needs of the business.

12.02 Call in hours will be assigned by the Employer in such manner that a “restricted” employee does not receive as many or more hours on a weekly basis than an “unrestricted” employee, nor will a junior employee receive

more hours on a weekly basis than a senior employee, subject to availability.

- 12.03 Where it is deemed necessary to extend shifts on short notice, such extensions will be offered by seniority, subject to availability, to employees whose shift is ending at the time the extension is required by the Employer. Rest and meal periods will be subject to Section 15.01; and 14.03 if applicable.
- 12.04 Generally, hours will be assigned so that senior “restricted” employees receive no less hours than junior “restricted” employees within relatively comparable windows of availability. However, there may be instances when junior “restricted” employees receive more hours on a weekly basis than senior “restricted” employees due to such senior employees being more heavily “restricted” or unavailable.
- 12.05 The Employer shall post the weekly work schedule for all employees not later than 6:00 p.m. Tuesday of each week for the following week. A Manager may elect to post the schedule earlier if it finalized prior to 6:00 p.m. If a new schedule is not posted by 6:00 p.m. Tuesday, then the schedule already posted shall apply for the following week. The posted schedule for full time employees will cover the following two (2) week period.
- 12.06 Employees will have a minimum of ten (10) hours off between shifts. A minimum of eight (8) hours will be allowed provided there is mutual agreement between the employee and the Department Manager.
- 12.07 No employee will be required to work more than seven (7) consecutive days unless otherwise mutually agreed.

- 12.08 It is the responsibility of the Employer to verbally notify employees of all changes made to their posted schedule. No changes will be made within twenty-eight (28) hours prior to the start of the employee's shift if full-time and twenty-four (24) hours prior if part-time without mutual agreement between the Employer and employee.

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 an emergency. An emergency shall be defined as: Any sudden or unusual occurrence or condition that could not have been reasonably foreseen by the Employer.

In the event an employee reports for work on his posted shift, without having been previously notified not to report, he will be given at least his scheduled hours of work at his regular rate of pay, or if no work is available, he will be paid the equivalent of his scheduled hours of work at his regular rate of pay in lieu of work. This provision shall not apply when there is a lack of work due to a situation beyond the control of the Employer.

- 12.09 An employee may be requested to work additional hours as required by operational demands. If insufficient employees agree to work additional time the Employer may require employees to work in inverse order of seniority within their classification and department. The Employer will not be expected to ask employees for whom the additional hours would create overtime.
- 12.10 Full-time employees will receive two (2) consecutive days off a minimum of once per the Employer's period calendar (four week period).

12.11 Full time employees and “unrestricted” employees scheduled twenty four (24) hours or more per week shall receive one weekend, either Friday/Saturday, Saturday/Sunday or Sunday/Monday, off once per four (4) week period calendar. This may be altered by mutual agreement between the employee and the Employer.

All “unrestricted” employees who are scheduled to work twenty four (24) or more hours per week shall be scheduled two (2) consecutive days off each week where it is consistent with the efficient operation of the department and awarded by seniority on a rotational basis, but at least once per four (4) week period calendar. This may be altered by mutual agreement between the Employer and the employee.

Employees who utilize their twenty-four (24) hour block, as per 11.08c, may not necessarily receive their days off consecutively.

12.12 Excepting in cases of Emergency the following shall apply:

Where necessary to meet operational demands and with mutual agreement, the Employer may designate a secondary job to the employee outside of the employee’s primary department, provided;

- a) The assignment of the secondary job shall not adversely affect the number of hours scheduled to other employees in the department the employee is temporarily assigned to.

- b) Hours worked as secondary shifts shall satisfy 11.01 a) and b) and shall be scheduled as outlined in 12.01.
- c) The employee will not incur any reduction in his rate of pay in performing the assigned secondary job.

12.13 Where necessary to meet operational demands, the Employer may, upon mutual agreement, temporarily or permanently transfer an employee to another unit covered by this agreement. In the case of a temporary transfer, the employee will be designated as a “borrowed” employee and will receive hours and shifts in accordance with Article 12.01, and will accumulate seniority and wage progression credits within their home store.

Employees who are temporarily transferred outside of their region will be covered by the current Loblaw Business Travel policy.

12.14 It may be necessary for an employee to attend certain training; such as off site training, cashier training, and the new hire orientation program. Said training hours shall not be considered part of the department’s regular scheduled hours as outlined in 12.01 and 12.04. Employees may waive their declared availability in order to attend off site training, cashier training, and the new hire orientation program.

### **SECTION 13: HOURS OF WORK**

13.01 This section, where it defines the normal hours of work, will not be construed as a guarantee of hours of work per day or per week, but merely provides a basis for the

calculation of overtime. Neither will it serve as a restriction on the scheduling of a longer or shorter day or work week, whenever, in the opinion of the Employer, such is necessary to meet business requirements.

- 13.02 The normal hours of work of an employee working full-time will be forty (40) hours per week consisting of five (5) shifts of eight (8) hours to be worked as scheduled by the Employer.
- 13.03 Normal daily hours of work will be consecutive with the exception of rest periods and the meal period.
- 13.04 Sunday will be considered the first day of the work week for all purposes of the Agreement.
- 13.05 All employees who are called in and who report to work will receive a minimum four (4) hour shift, unless the employee requests a shorter shift or by mutual agreement between the parties.
- 13.06 Employees will not work longer than their regular scheduled work day, unless requested to do so by Management; in which event, additional time will be paid at the applicable regular or overtime rate. Employees are required to leave the store as soon as it is reasonable to do so.
- 13.07 The Employer agrees to provide a method by which employees can record their time worked and to ensure that employees have received instruction on the method of use to record time.

Employees shall record their own time at the time they start and finish work and any such recording as may be required by the Employer.

Any employee who for any reason fails to record all the time worked in the manner required by this article may be subject to discipline.

## **SECTION 14: OVERTIME**

- 14.01 All time worked in excess of the basic work day, eight (8) hours, will be paid at the rate of one and one-half (1.5) times the regular hourly rate for the first two (2) hours overtime worked in one (1) day, and two (2) times the regular rate for all hours worked in excess of two (2) hours overtime.
- 14.02 All time worked in excess of the basic work week, five (5) days, forty (40) hours per week, will be paid at the rate of one and one-half (1.5) times the regular hourly rate.
- 14.03 When overtime of more than two (2) hours is to be worked consecutive with the regular hours of work, the employee will be entitled to a fifteen (15) minute paid rest period before commencing overtime.
- 14.04 All overtime must be authorized by Management.
- 14.05 All overtime hours will be paid at the applicable overtime rate. Time off will not be given in lieu of overtime pay.

## **SECTION 15: REST AND MEAL PERIODS**

15.01 Employees will be scheduled for the following rest and meal periods:

Four (4) hour shift or more      One (1) paid fifteen (15) minute rest period

Shift over five (5) hours      Two (2) paid fifteen (15) minute rest periods

Seven (7) hour shift or more      Two (2) paid fifteen (15) minute rest periods.  
One (1) unpaid thirty (30) minute meal period at the request of the employee.

Upon mutual agreement an employee's meal period may be up to one (1) hour duration.

Rest periods for four (4) hour shifts, will commence not earlier than one (1) hour after the start of the shift nor less than one (1) hour before the end of the shift.

For shifts of five (5) hours but less than seven (7) hours, the rest periods will not commence any earlier than one and a half (1.5) hours after the start of the shift, nor less than one (1) hour before the end of the shift.

For shifts of seven (7) hours or more without a meal period the rest periods will not commence any earlier than one and a half (1.5) hours after the start of the shift, nor less than one and a half (1.5) hours before the end of the shift.

## **SECTION 16: PREMIUM PAY**

- 16.01 Employees working between 10:00 p.m. and 7:00 a.m. or such other period mutually agreed by the parties, will receive a premium of not less than two dollars (\$2.00) for each hour worked. Employees who commence a shift between 11:00 p.m. and 3:00 a.m. will receive not less than two dollars (\$2.00) per hour for their entire shift.
- 16.02 Employees working on Sunday will receive a premium of one dollar (\$1.00) for each hour worked.
- 16.03 Each store will designate a minimum of one (1) position as a Lead Specialist when there is a capable, available employee for the position.
- a) When night stocking takes place in the absence of a Lead Specialist, one (1) employee on the night stocking shift will be designated as Lead Hand.
- Employees designated as Lead Hand, will be paid a premium of seventy-five cents (\$0.75) per hour in addition to their regular rate of pay for all hours worked as Lead Hand.
- b) Employees designated as Lead Specialist will be placed on the Lead Specialist scale and credited the appropriate number of hours to maintain a minimum of forty cents (\$0.40) per hour over the top rate paid to the employees they supervise in the department, for all hours worked.
- 16.04 Employees assigned to relieve Department Managers (in departments where no Assistant Manager is appointed)

for more than two (2) days will be paid a premium of seventy-five (\$0.75) per hour for all hours worked as relief.

16.05 Each store will designate a minimum of one (1) position in each department as a Sales and Service Specialist when there is a capable, available person for the position.

16.06 The parties agree that, to enhance the Employer's ability to develop management staff, the Employer may appoint an Assistant Department Manager. The Assistant Department Manager will:

- a) Be filled by individuals hired or selected on the basis of their work record, qualifications, ability and seniority as determined by Management;
- b) Be required to provide all relief for the Department Manager;
- c) Be able to receive full-time hours within the department while relieving;
- d) When not relieving, receive hours equal to but not more than the senior employee in the department. When the Assistant Department Manager position is a full-time position, employees with more seniority than the Assistant Department Manager will not be eligible for equal hours.

Persons who are appointed as Assistant Department Managers will receive the forty cents (\$0.40) per hour over the top rate paid to the employees they supervise

(including their own rate) in the department, for all hours worked.

- 16.07 A premium of forty cents (\$0.40) per hour will be paid to employees for each scheduled hour dedicated to performing Cash Office duties. This will include opening, closing, or running the Front End Department.

Employees assigned to assist with Cash Office duties will receive the premium for time spent (minimum ½ hour) assisting with Cash Office duties.

- 16.08 Premiums or benefits will not be added to the employee's hourly rate of pay for the purposes of computing overtime pay.

## **SECTION 17: WAGES AND HOURLY RATES**

- 17.01 The Employer agrees to pay all persons covered by the terms of this Agreement in accordance with the attached Schedule of Wages, during such time as the Agreement is in force.

- 17.02 The Union recognizes the right of the Employer to grant credit in the wage scales for previous comparable experience. The employee will be responsible to supply reasonable proof of his previous experience to the Labour Relations Department within sixty (60) calendar days of employment. Wage progression will continue as outlined in the schedule of wages.

- 17.03 When an employee is transferred to a more senior classification, the employee will receive the wage rate within the new classification which is closest to, but higher

than, his/her current rate of pay and continue up the new pay scale with increases every five hundred (500) hours thereafter.

## **SECTION 18: STAFF MEETINGS**

18.01 Employees required to attend the store specifically for a mandatory staff meeting will be compensated at a minimum of one (1) hour and be paid at the applicable rate.

Employees will not be compensated in the case of voluntary dinner meetings and employees will not be asked to attend more than four (4) dinner meetings in a calendar year.

## **SECTION 19: VACATION AND VACATION PAY**

19.01 Part-time employees will be entitled to the following vacation time off, without pay, and vacation pay according to corresponding continuous years of employment completed:

	<u>Vacation Time Off</u>	<u>Vacation Pay of Total Earnings</u>
one (1) or more years	2 weeks	4%
three (3) or more years	3 weeks	6%
eight (8) or more years	4 weeks	8%
thirteen (13) or more years	5 weeks	10%
eighteen (18) or more years	6 weeks	12%

19.02 The Employer will provide part-time employees with their vacation pay for the previous year by February 28th of each year.

19.03 A part-time employee proceeding to full-time employment will be credited with the number of hours accumulated during the employee's continuous service with the Employer as a part-time employee, provided the employee's service is continuous from part-time to full-time.

All part-time hours from the employee's date of hire to their full-time date, divided by forty (40) hours per week, shall establish the number of weeks to be considered for full-time vacation entitlement as outlined in Article 19.04.

The adjusted vacation date shall then be established by rounding the number of weeks, as calculated above, to the nearest year of credit.

For example:

0-25 weeks credit in a given year will be rounded down to the nearest year;

26-52 weeks credit in a given year will be rounded up to the nearest year

19.04 Full-time employees vacation entitlement.

a) The common anniversary date for full time employees is January 1st. Full-time employees shall receive vacation in any given vacation year based on years of full time service attained in the preceding years, according to the following schedule of entitlement:

	<u>Vacation Time Off</u>	<u>Vacation Pay</u>
one (1) or more years	2 weeks	2 weeks
three (3) or more years	3 weeks	3 weeks
eight (8) or more years	4 weeks	4 weeks
thirteen (13) or more years	5 weeks	5 weeks
eighteen (18) or more years	6 weeks	6 weeks

- b) Full-time employees who have less than one year of full time service as of the start of a vacation year shall receive time off with pay during that vacation year as follows:

<u>Date of Employment</u>	<u>Vacation Entitlement</u>
January	10 working days
February	10 working days
March	9 working days
April	8 working days
May	7 working days
June	6 working days
July	5 working days
August	4 working days
September	3 working days
October	2 working days
November	1 working days
December	0 working days

19.05 Vacation time will normally be taken in one (1) week blocks, except when approved otherwise by store management. Weekly blocks of vacation may be taken consecutively with management approval. Vacation entitlement will be taken during the vacation year and shall not be carried over into the following year.

- 19.06 Vacation time of employees will be scheduled in accordance with their seniority within their classification, within their department. A vacation request sheet will be posted no later than March 1 of each year. The final approved schedule will be determined by the Union-Management Committee and the final schedule will be posted no later than April 1 of each year. Vacation requests made after April 1 of each year will be considered on a first come first served basis.
- 19.07 All employees whose absence due to non-occupational accidents, occupational accidents, sickness, or unpaid leave of absence extends beyond thirty-one (31) consecutive days and results in less than forty (40) hours pay per week, will have their vacation pay pro-rated in the subsequent vacation year.

## **SECTION 20: GENERAL HOLIDAYS**

20.01 The following days will 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
August Civic Holiday	

If and when additional holidays are proclaimed by the Federal or Provincial Government, such holidays will be considered General Holidays for purposes of this Agreement.

Should the Provincial government enact legislation that repeals Family Day, the parties agree to amend these articles to provide for that holiday to be deleted from the Collective Agreement.

20.02 Employees working on a General Holiday will be paid two (2) times the hourly rate for each hour worked. Full-time employees will be scheduled for eight (8) hours on a General Holiday if they are required to work on that day.

20.03 Provided he/she works his/her regular scheduled full work day before and after the holiday, unless absent due to a bona fide illness or accident or other authorized absence, employees will receive the following General Holiday pay at their regular rate of pay based on the average hours worked by the employee in the four (4) weeks preceding the holiday:

thirty-two (32) hours or more .....	eight (8) hours of pay
twenty (20) hours or more .....	six (6) hours of pay
ten (10) hours or more .....	four (4) hours of pay
five (5) hours or more .....	two (2) hours pay
less than five (5) hours .....	one (1) hour pay

20.04 Where a General Holiday occurs during an employee's vacation, an extra day off with pay will be granted. Such day off will be scheduled wherever possible immediately before or after the employee's vacation, or within two (2) weeks.

20.05 Employees will be paid their General Holiday pay in addition to their regular pay.

## **SECTION 21: BEREAVEMENT LEAVE**

21.01 In the event of death in the immediate family of an employee, the employee is entitled to a leave of absence with pay. The length of such absence will be at the discretion and approval of the Employer through the Labour Relations Department, and will consider time necessary to make arrangements for, or to attend the funeral but under no circumstances will be less than one (1) day or exceed one (1) week. The term "immediate family" will mean: spouse, child, brother, sister, mother, father, mother-in-law, sister-in-law, father-in-law, brother-in-law, son-in-law, daughter-in-law, grandmother, grandfather, and grandchildren, step-siblings, step-parents, step-children and any relative living in the household of the employee.

In the event of the demise of an aunt or uncle, nephew or niece, an employee will be granted one (1) day leave of absence with pay to attend the funeral.

All requests for additional unpaid travel time or additional unpaid funeral/berereavement leave will be fairly considered.

Common law and same sex spouses are to be recognized by the Employer for the provisions of this article.

## **SECTION 22: MATERNITY LEAVE**

22.01 Unpaid Maternity leave shall be granted in accordance with the Alberta Employment Standards Act and the Government of Canada's Employment Insurance program

for Maternity Leave benefits. Those provisions are outlined in 22.02 to 22.04. If the provisions legislated by the Provincial Government or Federal Government change from those in 22.02 to 22.04 the new changed provisions shall prevail.

- 22.02 Female employees shall be granted an unpaid leave of absence due to pregnancy. Pregnant employees must provide a written request for such leave at least two (2) weeks prior to the date she intends to commence her leave, unless medical circumstances prevent the employee from providing the required notice. A certificate from a qualified medical practitioner indicating the estimated or actual due date is required upon request of the leave.

Maternity leave shall be of a duration of the employees' choice up to a maximum of sixteen (16) weeks, of which twelve (12) weeks may be taken prior to delivery. Additional medical documentation will be required from any employee who requests more than twelve (12) weeks leave prior to her due date.

- 22.03 If a pregnant employee cannot reasonably perform the duties of her position, she may be required to commence maternity leave early. Management personnel will consult with Labour Relations who will consult with the Union Representative prior to notifying the employee.

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

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

position no longer exist, the Employer and Union shall meet to attempt to resolve the issue. The employee shall be provided with alternative work of a comparative nature at not less than the earnings and other benefits that had accrued to the employee when the maternity leave started. In the event there is no alternative work of a comparative nature, the employee will be provided with alternative work in accordance with the established seniority system with no loss of seniority or other benefits accrued by the employee.

- 22.06 Employees eligible for Alberta Health Care coverage and other benefits shall continue receiving those benefits for the duration of the leave.

### **SECTION 23: PARENTAL LEAVE**

- 23.01 Unpaid Parental or Adoption leave shall be granted in accordance with the Alberta Employment Standards Act and the Government of Canada's Employment Insurance program for Parental or Adoption Leave benefits. Those provisions are outlined in 23.02 to 23.05. If the Provisions legislated by the Provincial Government or Federal Government change from those in 23.02 to 23.05, the new changed provisions shall prevail.
- 23.02 Birth fathers and mothers shall, at their request, be granted an unpaid parental leave of duration of their choice up to a maximum of thirty-seven (37) consecutive weeks, to be taken within the fifty-three (53) week period after the child's birth.
- 23.03 Adoptive parents shall, at their request, be granted an unpaid parental leave of duration of their choice up to a

maximum of thirty-seven (37) consecutive weeks, to be taken within the fifty-three (53) week period after the child is placed with the adoptive parent for the purpose of adoption.

- 23.04 An employee must give the Employer at least two (2) weeks written notice of the date the employee will start parental leave unless:
- a) the medical condition of the birth mother or child makes it impossible to comply with this requirement.
  - b) the date of the child's placement with the adoptive parent was not foreseeable.

The Company reserves the right to request appropriate documentation certifying the adoption or birth.

- 23.05 The employee, when returning to work, shall give the Employer two (2) weeks notice of her date of return.
- 23.06 The employee shall be returned to her former position at the completion of her leave of absence. Should the position no longer exist, the Employer and the Union shall meet to attempt to resolve the issue. The employee shall be provided with alternative work of a comparative nature at not less than the earnings and other benefits that had accrued to the employee when the parental leave started. In the event there is no alternative work of a comparative nature, the employee will be provided with alternative work in accordance with the established seniority system with no loss of seniority or other benefits accrued by the employee.

- 23.07 A male employee shall be entitled to an additional two (2) days unpaid leave of absence at the time of the birth of his child.
- 23.08 Employees eligible for Alberta Health care coverage and other benefits, shall continue receiving those benefits for the duration of the leave.

## **SECTION 24: LEAVE OF ABSENCE**

- 24.01 Employees may make application for the following leaves of absence without pay: Compassionate Care Leave, Long-Term Illness Leave, Death or Disappearance of a Child Leave, Critical Illness of a Child Leave, Domestic Violence Leave and Citizenship Ceremony Leave. Applications for such leaves shall be considered by the Employer as per the requirements in the *Alberta Employment Standards Code*.
- 24.02 An employee is entitled to up to five (5) days of unpaid leave per calendar year where that leave is necessary for:
- i) the employee's health, or
  - ii) for the employee to meet family responsibilities.
- 24.03 Employees may make application for other leaves of absence not named above without pay for personal reasons or family distress. The Employer will consider length of service, compassionate reasons for the leave and operational requirements in the decision of whether to grant such a leave and the length of time for such leave.

## **SECTION 25: JURY DUTY**

25.01 The Employer will pay the difference between the fee received for jury duty, coroner's inquest jury, or Employer subpoenaed witness and the amount the employee would have earned at straight time rate for each hour (including travel time) an employee is required for the above duties, provided the employee is scheduled to work on the hours actually served on the above.

## **SECTION 26: WEARING APPAREL**

26.01 Where the Employer requires the employee to wear protective gear, smocks or aprons, the Employer will provide and repair such protective gear, smocks and aprons free of cost to the employee.

The Employer agrees to:

- i) Provide two (2) uniform shirts to unrestricted employees;
- ii) Provide one (1) uniform shirt to restricted employees;

In addition, the Employer will provide two (2) replacement shirts for unrestricted employees and one (1) replacement shirt for restricted employees after a year of employment, and one (1) shirt each subsequent year upon request by the employee.

Employees are required to maintain their shirts in a clean and presentable condition. However, if due to occupational wear and tear, the shirts are no longer presentable, the employee will be able to exchange that

shirt for a new one. Any additional shirts required by the employee can be purchased from the Employer at cost, but not to exceed twelve dollars (\$12.00) per shirt.

The Company will provide a minimum of six (6) weeks notice of any change to the current standard for pants and shoes.

## **SECTION 27: EQUIPMENT**

27.01 The Employer agrees to maintain equipment that employees are required to use in a safe condition. Equipment that is not in proper working condition should be reported to the Department Manager who will determine the appropriate course of action. Unsafe equipment should also be reported to the store's health and safety committee by the Department Manager, store manager or employee.

## **SECTION 28: PHYSICAL EXAMS, ABSENCES DUE TO ILLNESS OR INJURY**

28.01 The Employer will not normally require employees to take physical examinations. Where the Employer does require such an examination, as in the case of WCB or medical conditions that affect attendance or performance in the workplace, the doctor's fee for such examination will be paid by the Employer. Such examinations will be taken during the employee's working hours without loss of pay to the employee.

28.02 In the event that an employee is unable to attend work due to illness, the employee must provide the Company with

as much notice as possible, but in any event, not less than one (1) hour.

The Employer will not require Doctor's notes from employees unless:

- a) The employee has been formally advised that their attendance record is unacceptable and that Doctor's notes will be required in the future or;
- b) The duration of the absence, or circumstances surrounding the absence, require justification.

For absences of three (3) shifts or less, any required notes will be submitted upon the employees return to work.

Where the Employer requires a Temporary Modified Work Form to be completed by the Employee's Physician, the Employer will reimburse reasonable costs to the Employee.

28.03 Employees are required to participate in the Company's disability management procedures. Participation includes:

- Maintaining contact with the department Manager,
- Returning temporary modified duty forms/attending physician statements upon request,
- Attending appointments when required,
- Reporting for work when modified duties are assigned,
- Performing modified duties in a responsible manner.

28.04 In the event an employee requires a permanent accommodation due to a permanent disability the Employer, in consultation with the Union, will explore suitable in-scope positions at RCWC. If no suitable positions match the employee's abilities the Employer will investigate out of scope opportunities in an effort to permanently accommodate the employee.

### **SECTION 29: SECURITY CHECK**

29.01 The Union accepts notice that it is the requirement of the Employer that each employee will be bondable upon hiring and agrees that the Employer will have the right to terminate the employment of any employee who may be unacceptable to the Employer's Bonding Company.

### **SECTION 30: HEALTH AND SAFETY**

30.01 Employees who are not able to enter or exit the store, prior to the commencement of, or after the completion of their shift, who wait in excess of ten (10) minutes shall be paid for all waiting time (minimum fifteen (15) minutes) at their regular hourly rate, subject to the following:

- i) the employee has used the entrance buzzer or their door access card if/when applicable and;
- ii) has reported to work in an appropriate time period (within fifteen (15) minutes prior to their scheduled start time) and;
- iii) has notified their Manager or keyholder when they are ready to leave the store.

30.02 The Employer, the Union and the employees mutually agree to co-operate in maintaining and improving safe working conditions in all of the Employer's stores.

A Health and Safety Committee shall be established for each store and both the Employer and the Union shall appoint at least two (2) but not more than four (4) committee members for each store. The committee shall meet monthly at each store. Committee members will be paid for actual time spent at scheduled meetings.

### **SECTION 31: BENEFITS**

31.01 The Employer agrees to contribute the following for all hours paid by the Employer to members in the bargaining unit (hours paid will include hours worked, vacation, General Holidays, jury duty, bereavement leave, paid time off for negotiations, etc.) up to a maximum of forty (40) hours per week:

- i) \$0.03 per hour to CLAC Local 301 Education and Training Fund;
- ii) \$0.98 per hour to the Benefit Plan administered by the CLAC Health & Welfare Trust Fund (Western Canada) effective the first full pay period after the date of ratification.

\$1.01 per hour to the Benefit Plan effective the first full pay period in October 2018.

\$1.04 per hour to the Benefit Plan effective the first full pay period in October 2019.

\$1.07 per hour to the Benefit Plan effective the first full pay period in October 2020.

\$1.10 per hour to the Benefit Plan effective the first full pay period in October 2021.

The parties will meet no less than sixty (60) days prior to October 2022 and confer on the status of the Fund and whether an additional increase of three cents (\$0.03) per hour is necessary.

31.02 The CLAC Health & Welfare Benefit Trust Fund Western Canada will provide benefit coverage as outlined in the attached Schedule "B" to full-time employees with twelve (12) months qualifying service and to part-time employees with twelve (12) months qualifying service who work two-hundred-eighty-eight (288) hours over three (3) consecutive four (4) week accounting periods; (an average of twenty-four (24) hours per week for three (3) consecutive accounting periods, according to the eligibility test outlined in 31.07).

31.03 Eligibility verifications will be done after each four (4) week accounting period based on the remittances received from the Employer for each employee for each period.

An employee will be enrolled once the required enrolment forms are filled out and returned. Enrolment can only begin on the first (1<sup>st</sup>) day of a month.

An employee who fails to maintain the required hours of work will be disqualified. Once hours worked in any three (3) consecutive accounting periods total less than the required hours, the employee will be disqualified. Disqualification will happen on the last day of a month.

- 31.04 Contributions, along with a list of employees for whom they have been made, the amount of the weekly contributions for each employee, and the number of hours worked or paid according to the above will be forwarded by the Employer within the fifteen (15) days after the close of the Employer's four (4) week accounting period.
- 31.05 Full-time employees with three (3) months qualifying service will be eligible for sick pay at eighty percent (80%) of the regular hourly rate for the first forty-eight (48) hours in any year.
- 31.06 Until the Alberta Government eliminates the Alberta Health Care premiums as proposed for January 1, 2009, the Employer agrees to pay one hundred percent (100%) of Alberta Health Care premiums for full time employees with three (3) months qualifying service and for those part time employees who work thirty-two (32) hours per week for thirteen (13) consecutive weeks.
- 31.07 Eligibility Test:

Eligibility verifications will be done after each four (4) week accounting period based on the remittances received from the Employer for each employee for each period. Eg. If an employee worked two-hundred-eighty-eight (288) hours in the three (3) accounting periods for hours worked in June, July and August, according to remittances made by the Employer the employee would become eligible for benefits as of September 1. The employee would be enrolled once the required enrolment forms are filled out and returned. Enrollment can only begin on the first (1<sup>st</sup>) day of a month.

An employee who fails to maintain sufficient hours of work will be disqualified. Once hours worked in any three (3) consecutive accounting periods total less than the required hours then the employee will be disqualified. Eg. If, after receiving a remittance for hours worked in October, the employee's total hours for the previous three (3) accounting periods was less than two-hundred-eighty-eight (288) hours, the employee would become ineligible for benefits on October 31.

## **SECTION 32: PENSION**

32.01 The Christian Labour Association of Canada (CLAC) Pension Plan ("the Plan"), a registered defined contribution pension plan, administered by the CLAC Pension Plan Board of Trustees, applies to all employees covered by this Collective Agreement.

32.02 New employees will join the Plan immediately

32.03 Employer: Each pay period, the Employer agrees to contribute an Employer contribution equal to a percentage of the employee's covered wages. This contribution will be remitted to the applicable CLAC Remittance Team. The percentage will be as follows:

Employees with:

0-2000 seniority hours	3% Employer contribution
2001-4000 seniority hours	4% Employer contribution
4001-6000 seniority hours	5% Employer contribution
6001+ seniority hours	6% Employer contribution

Covered wages will be defined as total gross earnings, including all regular pay, overtime pay, holiday pay, paid vacation and vacation pay, paid sick time, paid leave time, and any lump sum payments.

- 32.04 The total amount of pension contributions remitted by the Employer cannot exceed the annual maximum money purchase limit outlined by the Canada Revenue Agency. The Employer has no obligation to monitor the employee's contribution made outside the employment relationship. For greater clarity, if the employee exceeds the annual maximum money purchase limit as a result of contributions made outside the employment relationship, the Employer and the Union shall not be liable for any tax consequence imposed on the employee.
- 32.05 The Employer will remit pension contributions to the applicable CLAC Remittance Team within twenty-one (21) days after the close of each of the Employers four (4) week accounting period.
- 32.06 The Union acknowledges and agrees that, other than remitting contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of pension benefits provided by the Plan or be responsible for providing such benefits.
- 32.07 The Employer and the Union will cooperate in providing the information required to administer the Plan on the employee's behalf. Employees are able to make voluntary contributions to the Pension Plan as outlined in the Additional Voluntary Contributions Form available through the Union. The CLAC Retirement Team shall be responsible for informing the employees about the Plan,

which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

- 32.08 The Employer agrees to provide the CLAC Remittance Team, upon the first remittance, with the full name, date of birth, social insurance number and current address of all employees on whose behalf contributions are being remitted. The Employer further agrees to inform the Union of any changes in the above employee information.

### **SECTION 33: DISCIPLINE AND REPRIMANDS**

- 33.01 Termination meetings for employees past probation **will** be held in the presence of a shop steward or Union Representative.

Other Formal discipline meetings will be held in the presence of a shop steward when possible and an effort will be made to inform a shop steward in advance of a planned disciplinary meeting. In the event that a shop steward or Union Representative is not available to attend a discipline meeting, another member of the bargaining unit shall be selected by the employee.

Where there is no shop steward in attendance, Management will be responsible for providing a copy of the discipline form to the employee during the disciplinary meeting and to the Union office by either fax or mail in a timely manner. The Union Representative may request a follow up meeting with management within five (5) days of receiving the discipline form.

The Union will have five (5) working days to submit a grievance from the date the Union office receives a copy of the discipline form.

Verbal coaching or notes to file in an employee's personnel file shall not be considered a step in the progressive disciplinary process. Upon request, employees shall be given copies of any discipline documented in their personnel file.

### **SECTION 34: UNION/MANAGEMENT COMMITTEE**

34.01 The Employer and the Union agree to schedule a Union-Management meeting every month or as often as required, during the life of this Agreement. The meeting will serve as a forum for discussions and consultation about policies and practices not necessarily covered by the Agreement. The areas for discussion will include but not be limited to:

- a) Health and Safety;
- b) Employee Assistance Program;
- c) Fair and Equitable Scheduling of Shifts and Time Off;
- d) Vacation Scheduling;
- e) Promotions within a department.

34.02 The Employer and the Union will each appoint up to four (4) representatives to the Union-Management Committee. Minutes will be taken and distributed to the parties and posted for the employees. The Employer agrees to pay stewards for the time spent in the meetings at straight time rates.

### **SECTION 35: TERM OF AGREEMENT**

35.01 This agreement will be in effect from October 21, 2017 to October 28, 2023 and thereafter unless (1) Notice of Termination, or (2) Notice of Amendment is served by either party upon the other at least sixty (60) days but not more than one hundred and twenty (120) days prior to the expiration date or next anniversary date of this agreement.

35.02 If Notice to Amend the Agreement is served, the notice will contain the proposed amendment or amendments. If agreement cannot be reached between the parties on the proposed amendments, then the terms and conditions of the expired Agreement will remain in force pursuant to the provisions of the Alberta Labour Relations Code.

35.03 If any article or provision of this Agreement shall be held invalid, inoperative, or unenforceable by operation of law the remainder of this Agreement shall not be affected thereby.

If any article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any applicable act of law, the Company and the Union shall suspend the operation of such article or provision during the period of its invalidity and shall substitute, by mutual consent, in its place an article or provision which will meet

the objects to its invalidity, and which will be in accord with the intent and purpose of the article or provision in question.

DATED at Edmonton, Alberta, this 13th day of December 2017.

**Signed on behalf of:  
REAL CANADIAN  
WHOLESALE CLUB**

**Signed on behalf of:  
RETAIL, HEALTH CARE  
AND SERVICE EMPLOYEES  
UNION, CLAC LOCAL 301**

Per   
Authorized Representative

Per   
Authorized Representative

Per   
Authorized Representative

Per \_\_\_\_\_  
Authorized Representative

## **SCHEDULE “A”: WAGES**

A lump sum payment to be paid the first full pay period after the date of ratification to all active employees on payroll as at the date of ratification as follows:

Years of Service at date of ratification	Lump Sum
6 years or less	\$65
9 years or less	\$100
12 years or less	\$200
More than 12 years	\$300

Active employees as at the date of ratification will progress according to the applicable Schedule. Employees hired or rehired after the date of ratification will start and progress on the new Schedule A as noted. Increases effective the first full pay period after the date of ratification and the first full pay period in October as noted.

<b><u>Department Specialist</u></b> (including new hires and rehires after ratification)			
<b><u>Class Hours</u></b>	<b><u>Current Rate</u></b>	<b><u>Oct-17</u></b>	<b><u>Oct-18</u></b>
0	12.20	13.60	15.00
501	12.20	13.65	15.05
1001	12.20	13.70	15.10
1501	12.20	13.75	15.15
2001	12.20	13.80	15.20
2501	12.20	13.85	15.25
3001	12.20	13.90	15.30
3501	12.20	13.95	15.35
4001	12.40	14.00	15.40
4501	12.80	14.05	15.45
5001	14.25	14.30	15.50
5501	16.60	14.65	15.55
6001		15.35	15.60
6501		15.70	15.80
7001		16.05	16.05
7501		16.40	16.40
8001		16.80	16.80
8501		17.10	17.10
9001		17.55	17.75

<b><u>Sales and Service Specialist</u></b> (hired or rehired post ratification (includes department transfers)) *			
<b><u>Class Hours</u></b>	<b><u>Ratification</u></b>	<b><u>17-Oct</u></b>	<b><u>Oct-18</u></b>
0	12.20	13.60	15.00
501	12.20	13.65	15.05
1001	12.20	13.70	15.10
1501	12.20	13.75	15.15
2001	12.20	13.80	15.20
2501	12.20	13.90	15.30
3001	12.30	14.00	15.40
3501	12.85	14.50	15.50
4001	13.40	14.60	15.60
4501	13.95	14.70	15.70
5001	14.50	14.80	15.80
5501	15.05	15.05	15.90
6001	16.20	15.85	16.00
6501		16.10	16.20
7001		16.45	16.55
7501		16.80	16.90
8001		17.15	17.25
8501		17.50	17.60
9001		18.15	18.35

\*All active Sales and Service Specialists with less than 2500 Class Hours at the date of ratification will be moved to the new Sales and Service Specialist Post Ratification Grid.

<b><u>Service Clerk</u></b>			
(Sales and Service Specialists with 2500 class hours or more as of the date of ratification and all pre and post ratification Assistant Department Managers)			
<b><u>Class Hours</u></b>	<b><u>Current Rate</u></b>	<b><u>17-Oct</u></b>	<b><u>18-Oct</u></b>
0	12.20	13.60	15.00
501	12.20	13.65	15.05
1001	12.20	13.70	15.10
1501	12.20	13.75	15.15
2001	12.20	13.80	15.20
2501	12.20	13.90	15.30
3001	12.30	14.00	15.40
3501	12.85	14.10	15.50
4001	13.40	14.20	15.60
4501	13.95	14.30	15.70
5001	14.50	14.40	15.90
5501	15.05	15.05	16.05
6001	16.20	16.40	16.60
6501	18.05	18.35	18.70

<b><u>Lead Specialist</u></b>			
<b><u>Class Hours</u></b>	<b><u>Current Rate</u></b>	<b><u>17-Oct</u></b>	<b><u>18-Oct</u></b>
0	14.10	15.60	15.60
501	14.31	16.00	16.00
1001	14.52	16.40	16.40
1501	14.72	16.80	16.80
2001	15.12	17.20	17.20
2501	15.57	17.70	17.70
3001	16.16	18.20	18.20
3501	16.85	18.70	18.70
4001	17.90	19.55	19.55
4501	20.00	20.30	20.60

<b>Pharmacy Assistant</b>			
<u>Class Hours</u>	<u>Ratification</u>	<u>17-Oct</u>	<u>18-Oct</u>
0	16.60	16.60	16.60
501	16.85	16.85	16.85
1001	17.10	17.10	17.10
1501	17.35	17.35	17.35
2001	17.70	17.70	17.70
2501	17.95	17.95	17.95
3001	18.25	18.25	18.25
3501	18.55	18.55	18.55
4001	18.85	18.85	18.85
4501	19.15	19.15	19.15
5001	19.60	19.60	19.60
5501	20.05	20.05	20.05
6001	20.60	20.80	21.10

Active employees hired prior to December 1, 2011 who are on payroll at the rates of \$18.95 and \$20.50 at the date of ratification will be classified as “over scale”.

Active employees who were on payroll as “Schedule C” at the date of ratification will continue to be classified as “Schedule C”.

<b><u>Over Scale and Schedule C</u></b>				
	<u>Current Rate</u>	<u>Ratification</u>	<u>17-Oct</u>	<u>18-Oct</u>
Over Scale	18.95	19.05	19.25	19.60
Over Scale	20.50	20.60	20.80	21.15
Schedule C	20.80	20.90	21.10	21.45
Schedule C	22.00	22.10	22.30	22.65

## **OFF SCALE INCREASES**

The Parties agree that the following off scale increases will apply to all active employees at the effective date who have attained the required hours and reached the top rate on the applicable wage schedule.

<b>Date</b>	<b>Department Specialist</b>	<b>Sales and Service Specialist</b>	<b>Service Clerk</b>	<b>Lead Specialist</b>	<b>Pharmacy Assistant</b>	<b>Overscale and Schedule C</b>
19-Oct	\$0.20	\$0.20	\$0.30	\$0.35	\$0.30	\$0.35
20-Oct	\$0.25	\$0.25	\$0.35	\$0.40	\$0.35	\$0.40
21-Oct	\$0.25	\$0.25	\$0.40	\$0.40	\$0.40	\$0.45
22-Oct	\$0.30	\$0.30	\$0.35	\$0.35	\$0.35	\$0.40

### **Letter of Understanding #1- Conduct in the Workplace**

The Employer has policies dealing with employee conduct in the workplace as it pertains to the use of alcohol and drugs and employee theft, which are strictly enforced.

The Union and the Employer agree that the use of alcohol and/or drugs compromises the safety of all employees. Therefore, possession or use of alcohol and/or illegal drugs while working is prohibited.

Theft from the Employer, customers and co-workers is prohibited. Unauthorized consumption, removal or willful damage to Employer, customer or fellow employee property is prohibited.

Any employee found to be engaging in the above conduct will be subject to the disciplinary process, up to and including termination of employment.

### **Letter of Understanding #2- Re: Full Time to Part Time Ratio**

This will confirm the Company's commitment made during bargaining with respect to the full time positions within the urban and rural locations of the Real Canadian Wholesale Clubs in Alberta.

The Company agrees to maintain full-time jobs during the term of the collective agreement at fourteen percent (14%) in Edmonton and Calgary and at eight percent (8%) in the rural locations in Alberta based on actual bargaining unit hours.

For the purpose of calculation, a full-time employee will be considered to work forty (40) hours per week.

This calculation will be made twice annually, in September and March.

E.g.  $(1,350 \text{ hours}) \times .14 / 40 = 4.73$ . This means five (5) full-time positions will be maintained in the city for the next six (6) months.

### **Letter of Understanding #3- Department Manager Relief Pay**

For periods of relief anticipated to be longer than three (3) months, any employee providing relief for the Department Manager may elect to, for the duration of the relief period, forgo the provisions of the collective agreement included in Sections 12, 13, 14 and 15 and enroll in the Company Participation Plan. Once enrolled, Relief Managers will receive the department bonus normally reserved for Managers according to the terms of the Plan in addition to receiving relief pay according to section 16.04.

The Relief Manager will be advised of the participation plan results for the previous year for the applicable department prior to deciding to opt in. The Relief Manager may remain in the Company participation plan based on an on-going mutual agreement between the Relief Manager and the Wholesale Club Manager.

The Relief Manager will not be allowed to discipline any fellow bargaining unit members.

The Employer shall continue to pay Education and Training Fund contributions, Health & Welfare Benefit Trust Fund remittances, CLAC Pension Plan contributions, and Alberta Health Care premiums for all Employees choosing to partake in the Company Participation Plan.

### **Letter of Understanding #4- Wages and Incentives**

The parties agree that Schedule "A" does not prevent the implementation of higher start rates as determined necessary by the Employer from time to time within a specific store(s). The Employer agrees to advise the Union office prior to the implementation of such changes.

Due to certain economic conditions, the Employer may implement additional premiums and/or incentives to attract and retain employees. Prior to proceeding with the Employer's plan, the parties will meet and confer on the implementation procedure and suitable class hour credit.

**Letter of Understanding #5- Rotation of Scheduled Work on General Holidays**

When the Employer determines that a top rate employee is required to work on a General Holiday, such scheduling will be on a rotational basis each calendar year.

The parties agree that in the event of a grievance being filed the following remedy would apply. The top rate employee(s) who missed the opportunity to work the General Holiday would be scheduled on the next General Holiday where the Employer determines a top rate employee is required to work, until all top rate employees have been scheduled to work a General Holiday, subject to the availability of the top rate employee.

**Letter of Understanding #6- Four (4) Day Work Week**

Should the Company elect to introduce a four (4) day work week, the parties will meet to discuss and determine the appropriate manner in which it shall be effectively implemented.

**Letter of Understanding #7- Night Shift Availability**

Those departments that operate a night crew shall have a separate and distinct schedule from the Day schedule. This will allow part time employees to have an unrestricted status on either nights or days. Employees will inform their Manager at the time of their hire as to their status being nights or days and the Company shall schedule them accordingly.

**Letter of Understanding #8- General Holiday Pay**

The Employer agrees to make whole, to the levels required under the Alberta Employment Standards Code, any employee who establishes that they have been adversely affected by the pay provisions for General Holidays under sub-section 20.03 of the current Collective Agreement.

**Letter of Understanding #9- Pharmacy Assistants**

Effective the first full pay period after ratification, active employees designated as Pharmacy Assistants who were on payroll on the date of ratification will move to the Pharmacy Assistant scale above and progress accordingly. Employees hired after the date of ratification will be placed on the scale above and progress accordingly.

It is agreed and understood that employees in the position of Pharmacy Assistant must have a demonstrated ability to fully manage a new Rx from intake to the Pharmacist's sign off as determined by the Director of Pharmacy or his designate.

**Letter of Understanding #10- Store Conversions**

The following understanding shall be effective for the life time of this Collective Agreement.

Prior to a store closure or prior to an emerging competitive threat to a store, or in the event of a major decline in sales and/or profitability, the Company may approach the Union to establish a mutually agreeable alternative outside the current Collective Agreement.

In the interest of maximizing continued employment of the Union's membership, the Union may approve or reject such option at its sole discretion.

## SCHEDULE "B"

### OUTLINE OF INSURANCE PLAN COVERAGE

*(This schedule does not form part of the collective agreement. It is for information only. Unless otherwise noted, all Insurance coverage expires at age seventy-five (75). In case of differences to the insurance contract, the insurance contract will apply).*

- \$50,000.00 life insurance per employee under the age of 65; \$25,000 per employee between the ages of 65 and 75;
- \$50,000.00 AD &D per employee under the age of 65; \$25,000 per employee between the ages of 65 and 75;
- dental plan at the latest fee schedule available;
  - Basic services: 80% up to \$2,000 per person annual
  - Comprehensive: 50% up to \$2,000 per person annual
  - Orthodontic: 50% up to \$3,000 lifetime maximum per child under 19;
- prescription drug plan for employee and family at 80% up to \$3,000 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
  - under 21: \$300 per year
  - over 21: \$300 every two years
- extended health coverage for employee and family;
- semi-private hospital coverage with no deductible for employee and family;
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$1,500.00 per month per employee, payable after one hundred nineteen (119) days until age 65 (119/65).
- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

#### BENEFITS INFORMATION

<b>CLAC BENEFITS TEAM</b> <a href="http://www.clac.ca">www.clac.ca</a>	<b>1-888-600-2522</b>
<b>CLAC RETIREMENT MEMBERCARE</b> (Pension Plan)	<b>1-800-210-0200</b>
<b>GREEN SHIELD CANADA</b> (access through myCLAC.ca)	<b>1-888-711-1119</b>
<b>MORNEAU SHEPELL (EFAP)</b> <a href="http://www.workhealthlife.com">www.workhealthlife.com</a>	<b>1-844-880-9142</b>

**REAL CANADIAN WHOLESALE CLUB  
A DIVISION OF LOBLAW COMPANIES LTD.**

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PO Box 300, Station "M"  
Calgary, AB T2P 2H9  
Calgary L.R. Office: (403) 769-9643  
Edmonton L.R. Office: (780) 453-2861

**CLAC MEMBERCENTRE**

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**CLAC BENEFITS**

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