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# COLLECTIVE AGREEMENT

**BETWEEN** 

THE GROCERY PEOPLE

SUBSIDIARY OF

FEDERATED CO-OPERATIVES LIMITED

EDMONTON, ALBERTA

(Hereinafter called "The Employer")

AND

MISCELLANEOUS EMPLOYEES TEAMSTERS
LOCAL UNION NO, 987 OF ALBERTA
EDMONTON, ALBERTA
(Hereinafter called 'The Union')



Effective: April 1/92 Expiring: June 30/98

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### COLLECTIVE AGREEMENT

Made this  $\frac{32}{3}$  day of  $\frac{1}{2}$ , A.D., 1992.

BETWEEN: THE GROCERY PEOPLE, A WHOLLY OWNED SUBSIDIARY

OF FEDERATED CO-OPERATIVES LIMITED,

HEREINAFTER REFERRED TO AS "THE EMPLOYER",

AND: MISCELLANEOUS EMPLOYEES TEAMSTERS LOCAL UNION

987 OF ALBERTA, HEREINAFTER REFERRED TO AS

"THE UNION".

WHEREAS: The Employer and the Union desire to

co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the Employer and the employees covered by this Agreement, and provide methods for a fair and amicable adjustment of disputes which may arise between

them.

NOW THEREFORE: The Employer and the Union mutually agree as

follows:

# ARTICLE 1 - BARGAINING AGENCY

1.1 The Employer recognizes the Union as the sole agency for the purposes of collective bargaining for employees, employed by the Employer in its Cash & Carry Warehouse operation located at 14505 Yellowhead Trail except:

Store Manager, Assistant Store Manager, Department Supervisors, Price Checkers and any person above the rank of Department Supervisor.

### ] <u>2</u> ; <u>OF TERMS</u>

2.1 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.

# ARTICLE 3 - UNION SECURITY

- 3.1 Every employee who hereafter becomes a member of the Union, shall maintain his membership in the Union as a condition of his employment. Every new employee whose employment commences hereafter' shall, within fifteen (15) days after the commencement of his employment, apply for and maintain membership in the Union as a condition of employment.
- The Employer agrees to provide each new employee, at the time of employment, with a form outlining to the employee, his responsibility in regard to Union membership, and to provide the Union in writing, with the name and address of each employee to whom they have presented the form, along with the employee's date of hire; the contents of the form to be such that it is acceptable to the Employer.
- 3.3 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 violation of the foregoing will be brought to the attention of the Industrial Relations Manager, and a full investigation by the parties will follow. The above will be subject to the grievance procedure. Any alleged harassment will be dealt with by the Employer.

#### AFTICLE 4 \_ I EDUCTION OF UNION DUES

4.1 The Employer agrees to deduct from the wages of each employee, initiation fees, Union dues, and assessments that are authorized by a regular and proper vote of the membership of the Union.

The Employer further agrees, automatically, to deduct Union dues from the wages of new employees.

- 4.2 The Employer shall remit once each accounting period to the Union:
  - (a) monies deducted from the wages of its employees for Union initiation fees, dues, and assessments;
  - (b) a statement showing each employee's name from which deductions were made, and the amount of the deductions;
  - (c) a statement showing the names of the employees terminated and hired during the preceding accounting period.

# ARTICLE 5 - BASIC WORK WEEK

The Employer reserves the right to schedule hours of store operations, employee's hours of work, rest periods, meal periods and overtime work, subject to the following provisions:

### 5.1 Basic Work Week

- (a) The basic work week of an employee working full-time shall be forty (40) hours to be worked as scheduled by the Employer.
- (b) Daily hours of work shall be consecutive with the exception of rest and meal periods. No split shifts shall be worked.
- (c) Employees shall 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.
- (d) In a week in which one (1) Statutory Holiday occurs, as identified in Article 13.1, the basic work week for full-time employees shall be thirty-two (32) hours. In a week in which two (2) Statutory Holidays occur, the basic work week for full-time employees shall be twenty-four (24) hours.

In weeks in which *Statutory* Holidays occur, the basic work week for a part-time employee, for purposes of calculating overtime, shall be reduced by the number of hours of Statutory Holiday Pay the part-time employee is eligible for in accordance with Article 13.6 and 13.7.

# 5.2 Time Sheets/Time Clocks

The Employer shall provide either time clocks or time sheets to enable employees to record their hours of work for payroll purposes.

Employees shall record their own hours of work at the time they actually start and finish work, and the time they commence and return from meal periods, and such other recordings as may be required by the Employer. Should an employee fail to record all time worked in the manner required by this Section, the Union Representative and the individual designated by the Employer to handle Labour Relation matters shall meet to resolve the issue.

# ARTICLE 6 \_ O' ERTIME

- All time worked in excess of the basic work week or work day, as defined in Article 5.1 of this Agreement, shall be paid at the rate of time and one-half (1½) the regular hourly rate for the first two (2) hours' overtime worked in any one (1) day and double time (2x) the regular rate for all hours worked in excess of the two (2) hours' overtime.
- Part-time employees shall be compensated at the rate of time and one-half (1½) their regular hourly rate for all hours worked over eight (8) hours in any one (1) day and forty (40) hours per week.
- 6.3 Compensating time off shall not be given in lieu of overtime pay.
- 6.4 All overtime work must be authorized by the Employer.
- 6.5 When overtime of more than two (2) hours is to be worked, consecutive with the regular hours of work, the employee shall be entitled to a fifteen (15) minute paid rest period prior to commencing the overtime.

# ARTICLE 7 - MEAL PERIODS - FULL-TIME EMPLOYEES

- 7.1 Full-time employees working eight (8) hours shall be scheduled for a meal period of not more than sixty (60) minutes without pay.
- 7.2 Upon mutual agreement, an employee's meal period may be less than one (1) hour in duration.
- 7.3 Meal periods will be scheduled as near midshift as possible.

# ARTICLE 8 - REST PERIODS - FULL-TIME EMPLOYEES

- An employee working eight (8) hours shall be scheduled for two (2) rest periods not to exceed fifteen (15) minutes each; 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.
- 8.2 Rest periods will be scheduled as near to midway between the meal period and the commencement and finish of a shift as possible.

## ARTICLE 9 - MEAL AND REST PERIODS - PART-TIME EMPLOYEES

- 9.1 An employee working a daily shift of four (4) hours will have one (1) rest period not to exceed fifteen (15) minutes.
- 9.2 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 duration each which may be scheduled as follows, if mutually agreeable:
  - (a) combine the two (2) rest periods at midshift;
  - (b) two (2) rest periods as per usual practice with a one-half (2) hour unpaid meal period.
- 9.3 An employee working a daily shift of seven (7) or more hours, up to and including eight (8) hours, shall be scheduled for two (2) rest periods not to exceed fifteen (15) minutes each and one (1) meal period without pay. Rest periods, as described above, shall be with pay. Except in cases of emergency, meal and rest periods will be uninterrupted.
- 9.4 Meal periods will be scheduled as near midshift as possible. Similarly, rest periods will be scheduled as near to midway between the meal period and the commencement and finish of a shift as possible.

# ARTICLE 10 - PREMIUM PAY

# 10.01 Night Premium

Employees shall receive a premium of seventy-five cents (\$0.75) for each hour worked between 10:00 p.m. and 5:00 a.m. Employees who commence a shift between 10:00 p.m. and 2:00 a.m. shall receive the seventy-five cent (\$0.75) per hour premium for their entire shift.

# 10.02 Sunday Premium

Employees working on Sunday shall receive a premium of one (\$1.00) dollar for each hour worked. Sunday shall be considered the first day of the week for the purposes of the Collective Agreement.

### A E 11 WORK SCHEDULES NO E 'C

The following applies to regular full-time and part-time employees:

- 11.1 A minimum of forty-eight (48) hours' notice must be given by the Employer to reschedule a full-time employee's work week; such notice is not required with respect to overtime work or in cases of emergency.
- 11.2 A minimum of twenty-four (24) hours' notice must be given by the Employer to reschedule a part-time employee's work shift; such notice is not required with respect to overtime work or in cases of emergency.
- 11.3 The Employer shall post the weekly work schedule for all employees not later than 6:00 p.m., Thursday of each week for the following week. If a new schedule is not posted by 6:00 p.m., Thursday, then the schedule already posted shall apply for the following week.
- 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 employee shall be allowed ten (10) hours of rest between shifts except in an emergency or where by mutual agreement between the Employer and the employee, eight (8) hours of rest between shifts is allowed.
- 11.6 Full-time employees shall receive two (2) consecutive days off a minimum of once bi-weekly, where possible as either Saturday/Sunday or Sunday/Monday.

### ARTICLE 12 - WAGES - MINIMUM HOURLY RATES

# 12.1 Rate Schedule

The Employer agrees to pay all persons covered by the terms of this Agreement, not less than the attached Schedule of Wages during such time as the Agreement is in force and provided that, if an employee is receiving a wage rate in excess of the rates herein contained, such wage rate shall not be reduced for reason of the signing of the Agreement.

### 12.2 Night Shift Lead Hand

When night stocking takes place, one (1) employee on the night stocking shift may be designated as Lead Hand, and shall be paid a premium in addition to the regular rate of pay of fifty cents (\$0.50) per hour.

# 12.3 premium Pav vs. Overtime

Shift premium pay shall not be added to the employee's hourly rats of pay for the purpose of computing overtime pay.

# 12.4 Meat and Bakery Helper Scale

This classification will include both Production Assistants and Trainees/Apprentices within the department.

Trainees/Apprentices will be selected on the basis of skill, qualifications, merit and ability to perform the work.

The duties of Trainees/Apprentices can include all aspects of the Apprentice Baker/Meat Cutter and they will be under the guidance of same.

When an Apprentice Baker/Meat Cutter position becomes available, those Helpers in the department with 2,000 hours will be considered for the position. If the Helpers are not suitable or are not available to fill an Apprentice Baker/Meat Cutter position, the Employer has the right to hire outside.

Upon reclassification to Apprentice Baker/Meat Cutter, the Helper will be credited with 1,000 hours for the purpose of establishing their rate on the Apprentice Baker/Meat Cutter scale.

# ARTICLE 13 \_ S [ HOLIDAYS

13.1 The following days shall be paid Statutory Holidays:

New Year's Day
Good Friday
Victoria Day
Canada Day
First Monday in August
Alberta Family Day

Labour Day Thanksgiving Day Remembrance Day Christmas Day Boxing Day

and Heritage Day, if and when proclaimed by Federal or Provincial Governments, and all other public holidays proclaimed by the Federal or Provincial Governments; provided, that all other similar stores close on any such holidays proclaimed.

13.2 The parties agree to observe the holiday on the calendar day on which the holiday falls.

- 13.3 In order for an employee to receive Statutory Holiday pay, he must:
  - (a) Not have been absent from work, or any portion thereof, on the scheduled work shift prior to or following such holiday.
  - (b) Any employee receiving a payment under any sick leave plan or Workers' Compensation for the full week in which a Statutory Holiday or holidays occur, shall not be entitled to the Statutory Holiday provision of this Agreement.
- 13.4 Employees required to work on a holiday shall be compensated at the rate of double time (2x) their regular hourly rate for all hours worked and full-time employees shall receive eight (8) hours minimum pay at the overtime rate (2x) for whatever time worked.

# 13.5 part\_Time Employees, Statutory Holidays

All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least thirty-two (32) hours or more per week in the four (4) weeks preceding the week in which a Statutory Holiday occurs, shall receive eight (8) hours' pay at his regular hourly rate for each holiday.

- 13.6 All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least twenty (20) hours per week, but less than thirty-two (32) hours per week in the four (4) weeks preceding the week in which a Statutory Holiday occurs, shall receive six (6) hours' pay at his regular hourly rate for each holiday.
- 13.7 All part-time employees who work less than twenty (20) hours per week will receive Statutory Holiday pay as set out in the Employment Standards Code.

### ARTICLE 14 - RATES FOR RELIEF WORK

- 14.1 An employee assigned to relieve a Department Supervisor for a period of more than two (2) days shall be paid a premium of 60¢ for such position for all time so employed.
- 14.2 Premium pay for relieving the above Department Supervisors shall be over and above the employee's present prevailing rate.

## ARTICLE 15 - STAFF MEETING

15.1 Staff meetings shall be considered as time worked, and compensated for, except where attendance by an employee is on a voluntary basis.

# ARTICLE 16 - CREDIT FOR PREVIOUS :

- 16.1 New employees will be classified according to previous comparable experience in a unionized chain food store. The Employer shall not be required to recognize previous experience of new employees who have not worked in a unionized chain food store in the past three (3) years.
- New employees will be classified according to previous comparable experience. New employees, having previous comparable experience, may be paid a lower scale than their experience calls for, but not less than the minimum rate established by this Agreement for the probationary period not to exceed thirty (30) days from date of employment. Provided the employee's services are retained and his experience is accepted as comparable, then, after the thirty (30) day period he shall receive any difference between his probationary rate of pay and the rate for which his experience qualified him. It is further understood that the rate paid retroactively shall not apply to the first ten (10) working days.

# ARTICLE 17 - CALL- N TIME

- 17.1 All employees called in, and who report for work shall, if required to work less than four (4) hours, receive four (4) hours' pay at their regular hourly rate.
- Paragraph (17.1) above shall apply to students on days other than school days. It shall also apply when the store is open for night shopping on school days. On school days, other than when the store is open for night shopping, students may be paid for only those hours worked, except when employed for less than two (2) consecutive hours; in which event, they shall receive a minimum of two (2) hours' pay at the regular hourly rate.
- 17.3 If a student is called in before the store opens, he/she will be paid for four (4) hours at his/her regular hourly rate. This four (4) hour minimum would also apply to any student called in for night stocking if he/she was brought in to start his/her shift one-half (2) hour, or later, after store closing time.
- 17.4 When call-ins are necessary due to the absence of a Clerk or Cashier, the employee called in will be from the same classification.

#### ARTICLE 18 - VACATIONS

- Vacations shall be scheduled from May 1st to October 31st unless otherwise mutually agreed by the Employer and the employee. So far as is practical and consistent with the Employer maintaining an efficient operation, vacation shall be granted during the period of time requested by the employees. The applications for vacation shall be granted on the basis of, and in order of, respective employee seniority in selection of vacation dates, except that final determination of vacation dates shall Se made by the Employer in line with existing conditions. The annual vacation cutoff date is April 30th.
- All part-time employees who have completed one (1) year of continuous employment with the Employer will have the opportunity to schedule two (2) weeks' vacation. Part-time employees who have completed three (3) years of continuous employment with the Employer shall receive a third week of vacation. Such time off will be without pay. Part-time vacation schedules will be completed following the selection by full-time employees,
- 18.3 Where employees are entitled to three (3) or more weeks of vacation, the additional week(s) vacation may be scheduled at the discretion of the Employer.
- 18.4 Employees entitled to four (4) or more weeks of vacation shall receive their additional two (2) or more weeks consecutively unless the employee and the Employer mutually agree otherwise, with such additional weeks to be scheduled at the discretion of the Employer.
- 18.5 All full-time employees, after one (1) year of service, shall receive two (2) weeks' vacation with pay.
- 18.6 All employees with three (3) or more years of continuous service with the Employer as a full-time employee, shall receive three (3) weeks' vacation with pay, two (2) weeks of which shall be given during the vacation period, the third week to be scheduled by the Employer. (July 1, 1993, three (3) weeks after two (2) years and July 1, 1994, three (3) weeks after one (1) year.)
- 18.7 All employees with eight (8) or more years of continuous service with the Employer as a full-time employee shall receive four (4) weeks' vacation with pay.
- All employees with eighteen (18) or more years of continuous service with the Employer as a full-time employee shall receive five (5) weeks' vacation with pay. (July 1, 1993, five (5) weeks after fifteen (15) years of service. July 1, 1994, five (5) weeks after thirteen (13) years of service.)

- 18.9 All employees With twenty-four (24) or more years of continuous service with the Employer as a Full-time employee shall receive six (6) weeks' vacation with pay. (July 1, 1994, six (6) weeks after eighteen (18) years.)
- 18.10 Full-time employees who are eligible for five (5) or more weeks vacation will have the opportunity to schedule three (3) weeks' vacation during prime time.
- 18.11 Part-time employees with less than three (3) years of continuous employment with the Employer shall receive vacation pay in the amount of not less than four percent (4%) of their total earnings.
- 18.12 Part-time employees with three (3) years or more of continuous employment shall receive six percent (6%) of their total earnings as vacation pay.
- 18.13 Part-time employees with eight (8) years or more of continuous employment shall receive eight percent (8%) of their total earnings as vacation pay.
- 18.14 Part-time employees with thirteen (13) years or more of continuous employment shall receive ten percent (10%) of their total earnings as vacation pay.
- 18.15 Part-time employees with eighteen (18) years or more of continuous employment shall receive twelve percent (12%) of their total earnings as vacation pay.
- 18.16 Part-time employees with thirteen (13) or more years of continuous employment will have the opportunity to schedule three (3) weeks' time off during prima time.
- 18.17 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 and provided the employee's service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours of a regular full-time employee to establish the appropriate yearly credit for future vacation entitlements, as provided above.
- 18.18 The Employer agrees to provide vacation pay on a "total compensation" or normal week's pay, whichever is greater.
- 18.19 The Employer shall provide part-time employees with their vacation pay for the previous year during the month of May.

- 18.20 Where a Statutory 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 had he been working. Where an employee received three (3) or more weeks' vacation with pay and a Statutory 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 Employer, an extra day's vacation with pay interferes with vacation schedules or hampers operation.
- 18.21 All time lost (up to thirty-one (31) consecutive days) because of sickness or non-occupational accident, all time lost due to occupational accident, all time absent on paid full-time vacation, paid Statutory Holidays and all time spent at apprenticeship schools (assuming the employee returns to the Employer following the completion of his course) shall be considered as time worked for the purpose of determining the vacation allowance to which a full-time employee is entitled.
- 18.22 All employees, whose absence due to non-occupational accidents or sickness or unpaid leave of absence, extends beyond thirty-one (31) consecutive days and results in less than thirty-seven (37) hours paid per week, shall have their vacation pay prorated in the subsequent vacation year (Article 18.2, final paragraph shall not apply).
- 18.23 Employees who have worked thirty (30) days but less than one (1) year and who terminate their employment will receive a vacation allowance to the amount equal to four percent (4%) of the total salary and wages earned for which no vacation allowance has been paid.
- 18.24 Employees entitled to two (2), three (3), four (4), five (5), or six (6) weeks' vacation and who terminate their employment shall receive payment for vacation allowance in an amount equal to four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), and twelve percent (12%), respectively, of the total wage and salary earned by the employee during the period of employment for which no vacation allowance has been paid.

# ARTICLE 1 - DI L NOTICE OR PA IN LIEU H

- 19.1 Employees regularly working full-time and upon dismissal by the Employer shall be given individual notice in writing or pay in lieu thereof, as follows:
  - (a) One (1) week's notice in writing or pay in lieu thereof to those who have completed sixty (60) or more consecutive days' service as a full-time employee.

- (b) Two (2) weeks' notice in writing or pay in lieu thereof, to those who have completed two (2) or more consecutive years' service.
- (c) Three (3) weeks' notice in writing or pay in lieu thereof, to those who have completed five (5) or more consecutive years' service.
- (d) Four (4) weeks' notice in writing or pay in lieu thereof, to those who have completed eight (8) or more consecutive years' service.
- (e) The Employer agrees to pay severance pay upon permanent store closing of one (1) week's pay up to two (2) years and one (1) week per year over two (2) years to a maximum of twenty (20) weeks' pay for full-time employees.
- 19.2 The Employer shall not be deemed obliged to give any notice whatsoever or to give any pay in lieu thereof, to any employee guilty of rank insubordination, dishonesty, obvious disloyalty, possession and/or consumption of intoxicants or illegal drugs at any time during working hours, or any other reason of just cause.
- 19.3 This Article shall not be deemed to invalidate an employee's right under Article 32.
- 19.4 A copy of the notice of dismissal given to an employee in accordance with this Article shall be forwarded to the Union office at the date of giving such notice to the employee concerned.

### ARTICLE 20 - FUNERAL LEAVE

20.1 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 Employer. The term "immediate family" shall mean: spouse, parent, child, brother, sister, mother-in-law, sister-in-law, father-in-law, brother-in-law, son-in-law, daughter-in-law, grandmother, grandfather, and grandchildren, or any relative living in the household of the employee. In the case of death of a spouse, father, mother or child, the employee shall be entitled to a maximum of one (1) week's leave of absence with pay.

20.2 Part-time employees shall be granted time off in the event of a death within the immediate family. The term "immediate family" shall include those relatives as defined in the above clause, 20.1. The length of such leave shall be determined by the Employer, with consideration given with respect to travel time. The time off, with pay, shall be determined on a pro rata basis of normal, scheduled hours worked during the prior four (4) weeks for days of leave of absence which, normally would have been work days.

# ARTICLE 2 - PREGNANCY LEAVE

- Employees shall request a leave of absence because of pregnancy. Such request will be granted, provided the employee submits to her Employer a request, in writing, for such leave at least four (4) 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 will be for a period of 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 and fourteen (14) weeks following the actual date of confinement.
- The Employer reserves the right to determine the time upon which a pregnant employee shall be required to commence a leave of absence, if the duties of her position cannot reasonably be performed or if the employee's work is materially affected by the pregnancy.
- 21.3 The employee when returning to work, shall give the Employer two (2) weeks' notice of the date of return and submit a certificate from her doctor, indicating that her resumption in employment will not, in his opinion, endanger her health.
- 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 resolve the issue.

# ARTICLE 22 - ADOPTION LEAVE

22.1 Employees, after twelve (12) months' continuous service, shall be granted an adoption leave of absence without pay. The employee must make application for such leave at least four (4) weeks prior to the start of such leave. If the employee cannot give four (4) weeks' notice, the employee shall give the Employer as much notice as is given to the adoptive parents by the Adoption Agency. The length of such leave will not exceed six (6) weeks. Employees on leave will give the Employer a minimum of two (2) weeks' notice of their intention to return to work.

#### ARTICLE 23 - PATERNITY LEAVE:

- 23.1 Full-time male employees, after twelve (12) months' continuous service shall be granted a paternity leave of absence, without pay, by the Employer, of up to Six (6) consecutive weeks.
- 23.2 Application for such leave must be given, in writing, at least four (4) weeks before he intends to begin the leave. The leave can be taken during the three (3) months before or after the date of birth. If an employee fails to give four (4) weeks' advance notice, the leave shall be up to six (6) consecutive weeks, beginning on a day within three (3) weeks of the date of birth.

#### ARTICLE 24 - LEAVE OF ABSENCE

- 24.1 The Employer agrees to allow time off work without pay or benefits to a maximum of two (2) employees (no more than one (1) per department) for delegates elected to attend Union Conventions or designated to attend negotiations; provided relief employees satisfactory to management are available. The Union will give the Employer two (2) weeks' notice when requesting a leave of absence.
- Leaves of absence for which the Employer is reimbursed by the Union will be considered as time worked to a maximum of forty (40) hours each calendar year. However, time paid for by the Union in excess of thirty-seven (37) hours each calendar year will be credited to the employee's seniority hours but will not be credited for the purposes of service increment.
- 24.3 Employees shall be considered for leaves of absence, without pay, for severe personal or familial distress. Length of such leave shall be governed by need, and left to the discretion of the Employer.

# ARTICLE 25 - UNION'S RECOGNITION OF MANAGEMENT'S RIGHTS

- 25.1 The Union agrees that the management of the Employer, including the right to plan, direct and control store operations; direction of the working force, including assignment of duties and scheduling, discharge of employees for just cause, and those matters requiring judgement as to the competency of the employees, is the sole right and function of the Employer.
- The parties agree that the Employer shall be the sole judge of the merchandise it may handle, process, manufacture or package and of the manner in which these functions may be carried out and in which the merchandise may be handled, stared, shipped or sold.
- 25.3 The parties agree that the foregoing enumeration of Management Rights shall not be deemed to exclude other recognized functions of Management not specifically covered by this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered by this Agreement.

### ARTICLE 26 - STORE VISITS

- An authorized representative or executive officer of the Union shall be permitted, after notifying the Manager, to talk with an employee regarding Union matters during regular working hours. The interview of such employee by the Union representative or executive officer, shall be carried on in a place provided for and designated by Management. Time taken for such interview in excess of five (5) minutes shall not be on the Employer's time.
- 26.2 A bulletin board shall be placed in the lunch room or another mutually agreeable location, and is to be designated for Union notices only. All notices posted must be initialled by the Industrial Relations Manager or his designate.

### ARTICLE 27 - MISCELLANEOUS

27.1 Where the Employer requires the employees to wear smocks or aprons, the Employer shall provide and repair such smocks and aprons free of cost to the employee.

### 27.2 Union Decals

The Employer agrees to display the official Union Decal or Union Card of the Union 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.

The Employer agrees, during the term of this Agreement, to furnish and maintain first aid equipment in its store, as required by the <u>workers</u>: <u>Compensation Act</u>.

### - 27.3 Health and Safety

- (a) The Employer agrees to ensure, as far as is reasonably practical to do so, the health and safety of the employees in the store;
- (b) A Health and Safety Committee shall be established and both the Employer and the Union shall appoint two Committee members. The meeting will be held quarterly at a store or otherwise mutually agreed location.

The Union or any employee may bring to the attention of the Employer any health and safety concerns and such issues will be addressed by the Committee. The Employer will act expeditiously in responding to any health and safety concerns raised;

- (c) The Employer agrees to comply with the Occupational Health and Safety Act;
- (d) The existence of the Committee shall not affect employee's rights under Article 32.

#### ARTICLE 28 - JURY DUTY AND MATERIAL WITNESS

- 28.1 Full-time employees, summoned to jury duty 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. Employees on jury duty or subpoenaed as a material witness shall furnish the Employer with such a statement of earnings as the Courts may supply, This does not apply if the employee is summoned or subpoenaed on his day(s) off. Part-time employees when appearing as a material witness on behalf of the employer shall be rescheduled or paid for lost time,
- 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 remains to be worked.

# ARTICLE 29 - PHYSICAL EXAMINATIONS

Where the Employer requires an employee to take a physical examination, the doctor's fee shall be paid by the Employer. If the examination proves the employee unfit to work in his present position, subsequent examinations shall be paid by the employee.

# ARTICL 3 - ASH SHORTAGES

30.1 No employee shall be required to make up cash register shortages unless he is given the privilege of checking the change 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:

In the event a customer claims he/she has bean short changed by the Cashier, the Cashier shall notify the Manager and together check the change and daily receipts.

No employee shall 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 verify all withdrawals and/or deposits.

# ARTICLE CT - SENIORITY

31.1 Seniority shall mean the length of continuous service with the Employer in the classifications within the seniority group covered by this Collective Agreement. New employees hired shall have a probationary period of two hundred and forty (240) hours worked.

During this probation period, new employees may be discharged by the Employer at its discretion, without recourse to the grievance or arbitration sections of this Agreement. Upon completion of the probationary period, seniority shall then be established retroactive to the commencement of employment.

Part-time employees shall accumulate seniority based on actual hours worked. Should a part-time employee become a full-time employee, the part-time seniority credits shall be converted to a seniority date based on one hundred and seventy (170) hours being equal to one (1) month of full-time service.

- 31.3 Seniority and employment shall be terminated when:
  - (a) An employee voluntarily quits or is terminated for just cause;
  - (b) An employee fails to report for work after seven (7) days when recalled from layoff. An employee shall be recalled by registered mail to the last known address on file with the Employer;
  - (c) An employee has been on layoff and has not worked for a period of six (6) months;
  - (e) A part-time employee has no working hours for a six (6) consecutive month period.
- 31.4 (a) When reducing staff, merit, fitness and ability being equal, junior employees within the department, in the classification, of the same seniority group, shall be laid off first. When recalling employees from a layoff, they shall be recalled to the department and classification from which they were laid off.
  - (b) In the event a full-time employee is laid off or reduced to part-time, they shall be allowed to:
    - i) displace a junior employee within the classification within his seniority group, provided he has greater merit, fitness and ability than the junior employee;
    - ii) displace the most junior employee whose rate is equal to or less than their current rate outside their classification within the seniority group.
  - (c) Should an employee exercise their seniority outside their classification, he shall be given a "reasonable opportunity" to do the job in a competent manner, as determined by the Employer. For the purpose of this Section, "reasonable opportunity" shall mean a maximum of forty (40) hours for a full-time employee and eight (8) hours for a part-time employee.
  - (d) An employee exercising his seniority under (b) above, will be restricted to one opportunity to do a job outside his classification in a competent manner.
  - (e) In the event that a full-time position becomes available within the classification of the full-time employees laid off or reduced, merit, fitness and ability being equal, the most senior employee shall have first opportunity to fill the position.

- (f) In the event a full-time position becomes available outside the classification of the full-time employees laid off or reduced, the senior full-time employee shall be given a reasonable opportunity, as defined above, to perform the job in a competent manner, subject to 31.6(b)(ii).
- 31.5 Merit, fitness and ability being equal, length of continuous service with the Employer shall govern in cases of layoff, promotion and reduction to part-time employment. The Employer agrees to act in good faith and further agrees not to discriminate in any manner. Full-time vacancies shall be filled on a departmental basis. It is agreed that the Employer shall be the sole judge as to an employee's merit, fitness and ability.
- 21.6 Part-time employees who are desirous of becoming full-time employees or increase their hours of work, shall inform the Employer, in writing. The Employer agrees to give full consideration to the employee's request.
- Part-time employees' hours of work shall be scheduled weekly on the basis of seniority within each department subject to availability and providing the employee has the merit, ability and fitness to handle the work to be performed.
- 31.8 Part-time employees shall declare their availability three (3) times a year:
  - (I) The first (1st), second (2nd) or third (3rd) Sunday in January.
  - (2) The third (3rd) Sunday in June.
  - (3) The first (1st), second (2nd) or third (3rd) Sunday in September.

Part-time employees shall be required to work according to the thrice yearly Declaration of Availability. No changes to availability shall be permitted except on the dates in (1), (2) and (3) above.

Post secondary students shall have the option of declaring their availability on the third (3rd) Sunday in April instead of the third (3rd) Sunday in June.

- The Employer will forward Declaration of Availability forms to each part-time employee no less than thirty (30) days prior to the declaration dates in (1), (2) and (3) above. Such forms shall be completed by the employee and returned to his Supervisor, at least one (1) week prior to the declaration dates. Failure to provide the Supervisor with a Declaration of Availability prior to the declaration dates shall result in the continuance of the previous Declaration of Availability. New employees shall be required to complete Declaration of Availability forms at the time of their application for employment. Copies of all Declaration of Availability forms shall be forwarded to the Union office.
- 31.10 From time to time, the Employer may establish new departments in accordance with the needs of the business, as determined by the Employer.

When a new department is established, the Department Supervisor for that department will be added to the exclusions under Article 1.

The parties further agree that a second Supervisor may be appointed and excluded under Article 1 in those departments where the Employer determines it necessary for the proper operation of the business.

- 31.11 The parties agree that, to enhance the Employer's ability to develop supervisory staff, there shall be created the position of Assistant Department Supervisor. The Assistant Department Supervisor shall be:
  - (a) filled by individuals hired or selected on the **basis** of their merit, qualifications, ability and seniority as determined by Management;
  - (b) required to provide all relief for Department Supervisor;
  - (c) when not relieving, receiving hours equal to but not more than the senior employee in the Department.

The rate shall be thirty cents (\$0.30) per hour over the top in the Department.

# ARTICLE 32 - GRIEVANCES

- Any complaint, disagreement or difference of opinion between the parties hereto, concerning the interpretation, application, operation of this Agreement, violation of the terms and provisions of this Agreement, shall be considered a grievance, subject to the grievance and arbitration provisions of this Agreement. This Article shall not apply in cases of any dismissal of an employee for any reason, whatsoever, where such employee has worked less than the probationary period or has been found unacceptable to the Employer's Bonding Company.
- 32.2 Grievances must be submitted to the Employer, in writing, not later than fourteen (14) working days from the event giving rise to the grievance, or within ten (10) working days of the termination or it shall be waived by the aggrieved party.

# 32.3 Reprimands

- (a) A written reprimand or a warning letter shall not be given to an employee except in the presence of the Shop Steward or, in his absence, another member of the bargaining unit, selected by the employee.
- (b) Employees may request their right to the presence of a Shop Steward or, in his absence, another member of the bargaining unit as selected by the employee during a random security check of bags, purses and parcels. If the Steward or another member of the bargaining unit is present during a reprimand, warning letter or security check, he my advise the employee.
- (c) No reprimands shall remain on an employee's personnel file after two (2) years nor shall they be used in any disciplinary action after that time.
- 32.4 The procedure for adjustment of grievances and disputes by an employee shall be as follows:
  - 1st Step: By a discussion between the employee, with or without a Shop Steward, and Management. If a satisfactory settlement cannot be reached within five (5) days; then within ten (10) days:
  - 2nd Step: The Union Representative(s) may take up the matter with the individual(s) designated by the Employer to handle labour relations. If a satisfactory settlement cannot be reached within fourteen (14) days, the matter may then be referred to Arbitration, as per Article 33.

# ARTICLE 33 - BOARD OF ARBITRATION

33.1 Either party may, within ten (10) days of a decision at Step 2 of the Grievance Procedure, notify the other party in writing of its desire to submit the grievance to Arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board.

The recipient of the notice shall, within five (5) days, inform the other party of! the name of its nominee to an Arbitration Board.

The parties may mutually agree to select a single Arbitrator in lieu of a three (3) person Arbitration Board.

The two (2) appointees so selected, shall, within five (5) days of the appointment of the second of them, appoint a third (3rd) person who shall act as Chairperson. If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limited, the appointment shall be made by the Minister of Labour for Alberta upon request of either party.

No person who was involved in the negotiation of the Agreement will serve on a panel.

# ARTICLE 34 - SPORTATION

34.1 The Employer agrees to pay the cost of the transportation when an employee is required to use his own vehicle to fulfill tasks assigned by the Employer during the course of the employee's regularly scheduled shift.

#### ( 35 - LOCKERS

The Employer will not search an employee's locker without the presence of the employee and a Shop Steward, if requested.

### ARTICLE 36 - BENEFITS

The Employer's policy of providing (in accordance with the bylaws of the plans concerned) Superannuation, Group Income Guarantee Insurance, Group Life Insurance, Group Dental Plan, Extended Health Care, Alberta Health Care, Sick Leave, and Medical & Hospital shall be continued during the term of this Agreement.

36.2 *Cost* sharing shall be on the following basis:

	Cost Sharing		
•	<b>Employee</b>	Employer	
Group Income Guarantee Insurance		50%	
Group Life Insurance	50%	50%	
Croup Dental Plan	50%	50%	
Extended Health Care	50%	50%	
Alberta Health Care	50%	50%	
Superannuation (Nov. 1/92)	48	48	
(Nov. 1/93)	5%	5%	
(Nov. 1/94)	5% up to YMPE	5% up to YMPE	
	6% Thereafter	<b>6%</b> Thereafter	

The Employer's Life Insurance and Alberta Health Care benefits will be extended to those part-time employees who work thirty-two (32) hours per week for thirteen (13) consecutive weeks. The employee must fail to meet the above hour requirement for a period of thirteen (13) consecutive weeks from the time he or she first fails to meet it before he or she is disqualified.

### ARTICLE 37 - SICK LEAVE

Full-time employees shall receive and accumulate sick day credits on the basis of one (1) day for each completed month of service upon completion of their probationary period. Sick leave pay will only be paid for the second and subsequent working days of an absence due to illness. Should the absence due to illness be for four (4) consecutive working days or more then the first day of such absence would be paid.

#### ARTICLE 38 - STRIKES AND LOCKOUTS

During the term of this Agreement, there shall be no strikes on the part of the Union and no lockouts on the part of the Employer.



### ARTICLE 39 - EXPIRATION AND RENEWAL

40.1 This Agreement shall be effective from April 1, 1992, and shall remain in full force and effect until June 30, 1998, and thereafter from year to year, but either party may, not more than one hundred and 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.

الماري ال
FOR THE UNION:

# APPENDIX "A" - WAGE SCHEDULE

# GROCERY, PRODUCE, DAIRY, CUSTOMER SERVICE, CAFETERIA

Helper	(Students,	Cafeteria,	Service	Clerks)
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Hours	Apr. 1/92	Apr. 1/93	Apr. 1/94	Apr. 1/95	Apr. 1/96	Apr. 1/91
0 - 500 501 - 1,000 1,001 - 1,500 1,501 - 2,000 2,001 - 2,500 2,501 - 3,000 3,001 - 3,500 3,501 - 4,000 Over 4,000	\$ 6.25 6.64 7.03 7.42 7.81 8.20 8.60 9.00 9.40	\$ 6.25 6.68 7.11 7.54 7.97 8.40 8.83 9.27	\$ 6.25 6.72 7.19 7.66 8.13 8.60 9.07 9.53 10.00	\$ 6.25 6.77 7.29 7.81 8.33 8.84 9.36 9.88 10.40	\$ 6.25 6.81 7.37 7.92 8.48 9.04 9.60 10.15	\$ 6.25 6.85 7.45 8.64 9.24 9.84 10.43 11.03

### Clerk Cashier

<u> Hours</u>	Apr. 1/92	Apr. 1/93	Apr. 1/94	<b>Apr.</b> 1/93	Apr. 1/96	Apr. 1/97
0 - 500 501 - 1,000 1,001 - 1,500 1,501 - 2,000 2,001 - 2,500 2,501 - 3,000 3,001 - 3,500 3,501 - 4,000 Over 4,000	\$ 7.00 7.75 8.50 9.25 10.75 11.50 12.25 13.00	\$ 7.00 7.80 8.60 9.40 10.20 11.00 11.80 12.60 13.40	\$ 7.00 7.85 8.70 9.55 10.40 11.25 12.10 12.95 13.80	\$ 7.00 7.91 8.83 9.74 10.65 11.56 12.48 13.39 14.30	\$ 7.00 7.97 8.93 9.90 10.87 11.83 12.80 13.76 14.73	\$ 7.00 8.02 9.04 10.06 11.09 12.11 13.13 14.15 15.17

### HEAD CASHIER/SCANNING CO-ORDINATOR

Hours	Apr. 1/92	Apr. 1/93	Apr. 1/94	Apr. 1/95	Apr. 1/96	Apr. 1/97
0 - 500 501 - 1,000 1,001 - 1,500 1,501 - 2,000 2,001 - 2,500 2,501 - 3,000 3,001 - 3,500 3,501 - 4,000	\$ 7.00 7.94 8.88 9.82 10.76 11.70 12.64 13.57	\$ 7.00 7.99 8.98 9.97 10.96 11.95 12.95	\$ 7.00 8.05 9.10 10.15 11.20 12.25 13.30	\$ 7.00 8.12 9.24 10.36 11.48 12.59 13.71	\$ 7.00 8.18 9.36 10.54 11.72 12.89 14.07 15.25 16.43	\$ 7.00 8.24 9.48 10.72 11.96 13.20 14.44 15.68 16.92
Over <b>4,000</b>	14.50	14.95	15.40	15.95	10.43	10.92

# BAKERY DECORATOR

o - 500 s	7.00					
501 - 1,000 1,001 - 1,500 1,501 - 2,000 2,001 - 2,500 2,501 - 3,000 3,001 - 3,500 3,501 - 4,000	7.91 7.91 9.72 9.63 1.53 2.44 3.34	\$ 7.00 7.96 8.93 9.89 10.85 11.81 12.78 13.74 14.70	\$ 7.00 8.02 9.04 10.06 11.08 12.09 13.11 14.13 15.15	\$ 7.00 8.09 9.18 10.26 11.35 12.44 13.53 14.61 15.70	\$ 7.00 8.15 9.29 10.44 11.59 12.73 13.88 15.02 16.17	\$ 7.00 8.21 9.42 10.62 11.83 13.04 14.25 15.45 16.66

### MEAT WRAPPER/HELPER, BAKERY HELPER

Hours	Apr. 1/92	Apr. 1/93	Apr. 1/94	Apr. 1/95	Apr. 1/96	Apr. 1/97
0 - 500	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
501 - 1,000 1,001 - 1,500	7.81 <b>8.63</b>	7.86 8.73	7.91 8.83	7.98 8.95	8.03 <b>9.0</b> 6	8.09 9.18
1,501 - 2,000	9.44	9.59	9.74	9.93	10.09	10.26
2,001 - 2,500 2,501 - 3,000	10.25 11.06	10.45 11.31	10.65 11.56	10.90 11.88	11.12 12.15	11.35 12.44
<b>3,001 - 3,</b> 500	11.88	12.18	12.48	12.85	13.18	13.53
3,501 - 4,000 Over 4,000	12.69 13.50	13.04 13.90	13.39 <b>14.30</b>	13.83 14.80	14.21 15.24	14.61 15.70
			MEAT CUTTE	R		
<b></b>	. 4/00				Tmm 4/00	
Hours	Apr. 1/92	Apr. 1/93	GATT VICE	Apr. 1/95	ADF. 1/96	Apr. 1/97
0 - 500	\$ 7.00	\$ 7.00 8.25	\$ 7.00	\$ 7.00 8.39	\$ 7.00	\$ 7.00
501 - 1,000 1,001 - 1,500	8.19 9.38	9.50	8.31 9.62	9.78	8.46 9.91	8.53 10.05
1,501 - 2,000 2,001 - 2,500	10.57 11.76	10.75 12.00	10.93 12.24	11.16 12.55	11.37 12.82	11.58 13.10
2,501 - 3,000	12.95	13.25	13.55	13.94	14.28	14.63
3,001 - 3,500 <b>3,501 - 4,000</b>	14.14 15.32	14.SO 15.75	14.86 16 <sub>a</sub> 18	15.33 16.71	15.73 17.19	16.15 17.68
Over 4,000	16.50	17.00	17.50	18.10	18.64	19.20
		API	PRENTICE BA	KER		
Hours	Apr. 1/92	Apr. 1/93	Apr. 1/94	Apr. 1/95	Apr. 1/96	Apr. 1/97
0 - 500	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
501 - 1,000 1,001 - 1,500	8.06 9.12	8.13 9.26	<b>8.19</b> 9.38	8.26 9.53	8.33 9.65	<b>8.39</b> 9.79
1,501 - 2,000 2,001 - 2,500	10.18 11.24	10.39 11.52	10.57 11.76	10.79 12.05	<b>10.98</b> 12.31	11.18 12.57
2,501 - 3,000	12.30	12.64	12.95	13.31	13.63	13.96
3,001 - 3,500 3,501 - 4,000	13.36 14.43	13.76 14.88	14.14 15.32	1 <b>4.58</b> 15.84	14.96 16.28	15.36 16.75
Over 4,000	15.50	16.00	16.50	17.10	17.61	18.14

# LETTER OR UNDERSTANDING #1

Notwithstanding the provision of the Agreement, the following is hereby agreed to:

# 1. Union Security

All new employees upon signing of this Agreement shall apply for and maintain their membership in the Union as a condition of employment. Further, all current employees who are not members of the Union shall have the option to voluntarily maintain their membership in the Union until July 1, 1995.

Notwithstanding the above provision, it is expressly understood however that all employees will have to apply for and maintain their membership in the Union as a condition of employment after July 1, 1995.

#### 2. Superannuation/Pension

It is agreed that those employees who are members of the current TGP Pension Plan shall have the option to remain a member of this plan or alternatively transfer the commuted value of their entitlement to the Co-operative Superannuation Society and thereafter belong to the Co-operative Superannuation society.

Those employees who are not members of TGP Pension Plan on the date of signing this Agreement shall continue to have an option to join a company pension plan which will be the Co-operative Superannuation Society. All new hires after September 1, 1992 will have to join the Co-operative Superannuation Society.

SIGNED THIS 22" DAY OF _	J, 'we-	1992.
FOR THE EMPLOYER:	FOR THE UNION	lich
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# LETTER OF UNDERSTANDING #2

Notwithstanding the provision of Appendix "A", and in the event the annual rate of inflation published by Statistics Canada for the City of Edmonton measured from March 1995 to March 1996 and March 1996 to March 1997 exceeds three (3) percent in either year, the parties agree to amend Appendix "A" schedule for April 1, 1996 and April 1, 1997 by a further amount equal to such percentage as the inflation rate outlined above exceeds three (3) percent.

SIGNED THIS 32 DAY	OF	7 -	, 1992.
FOR THE EMPLOYER:	,, <del>.</del>	FOR THE UNION:	:hi
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### GET A WITHDRAWAL CARD WHEN YOU LEAVE YOUR JOB

Be sure you request a withdrawal card when being laid off, going on a lengthy medical leave or terminating your employment. This card will enable you to return as a member in good standing without having to pay a re-initiation fee. The charge for a withdrawal card is only .25¢, but all initiation fees and back dues must be paid before a withdrawal card can be issued.

It is your responsibility to obtain a withdrawal card. Application for withdrawal must be made at your Local Office and must be made before the end of the month you last worked. So please take care of it as soon as possible after leaving the company so that you will not be obligated to pay extra dues. Failure to request a withdrawal card may cause you to pay back dues.

Please keep your Union Office informed of any address change.

The Union Offices are located at:

Head Office: 1200A - 58th Avenue S.E., Calgary, AB T2H 2C9

Telephone: 252-7843 Fax: 252-7197

Edmonton: #104, 17704 - 103rd Avenue, Edmonton, AB T5S 1J9

Telephone: 483-7098 Fax: 489-2043

