

Collective Agreement

Between

The Real Canadian Wholesale Club

and

Health Care and Service Employees Union
Local 301
CLAC

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BETWEEN: THE REAL CANADIAN WHOLESALE CLUB

hereinafter referred to as "The Employer".

-AND-

**HEALTH CARE AND SERVICE EMPLOYEES UNION (CLAC),
LOCAL 301, affiliated with
Christian Labour Association of Canada**
hereinafter referred to as "The Union".

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 Department Supervisors, Store Managers, in-house print shop employees, pharmacists and undergraduate pharmacists, and

any person above the rank of Department Supervisor.

- 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 7: Grievance Procedure subject to Section 9.01

SECTION 5: NON-DISCRIMINATION

- 5.01 The Employer and the Union agree to adhere to the principles contained in the Alberta Human Rights, Citizenship and Multiculturalism Act. Neither the employer nor the union will discriminate in any manner against any employee because of race, religion, age, colour, gender, disability, marital status, family status, ancestry, place of origin, source of income, sexual orientation, membership or non-membership in the Union.

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 Stewards will not absent themselves from their work to deal with grievances or meet with new employees without first obtaining permission of Store Management. Permission will not be unreasonably withheld but wherever possible such meetings will take place during rest and meal periods so as not to 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 initiation fees, 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.

Employees with such a conscientious objection to supporting the Union may indicate this to the Union in writing, and successful applicants will have their amount equal to Union dues sent to a charitable organization.

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 employees' rates of pay will be forwarded to the Union in January, April, July and October of each year.

6.08 The Union and the Employer will cooperate in maintaining a competent workforce. The Union undertakes to supply the Employer with qualified employees to the best of its ability. 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.

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 "slowdown" 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 Supervisor 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 industrial 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 Industrial Relations Department of the Employer will make known its decision to the grievor

and the Union officer 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 industrial 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, Sundays and Statutory Holidays and normal time off of the employee(s) involved.
- 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 8.05 to 8.07.
- 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 & 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 two hundred and forty (240) 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 and 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 Industrial Relations Representative 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, pregnancy, parental, 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 Supervisor.

- 11.02 Full time employees will have a one time 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 exercising this right will remain part time for the balance of the agreement. Requests to change to part time status can be made in the last two weeks of the year. Change in status will be effective in the first or second week of the new year. Employees moving to part time status will be required to complete a Declaration of Availability form. The full time positions vacated will be replaced.
- 11.03 (a) Employees will have seniority within their classification within their department only.
- (b) Notwithstanding (a) above, upon request a Department Specialist may transfer on a one-time basis to fill another Department Specialist vacancy provided the employee has the seniority and qualifications to meet the requirements of the job. The applicant will transfer with full seniority and wage progression credits.

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- 11.04 Where a part-time employee works thirty-seven (37) hours for thirteen (13) consecutive weeks, such employee will be considered to be a full-time employee for all purposes of this Agreement
- 11.05 Employees who wish to transfer into another store will inform their Store Manager writing with a copy to the Industrial Relations Department. The Employer agrees to give full consideration to the employee's request.
- 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 Industrial Relations department 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.

Letters submitted by employees will remain on file as long as the employee remains part-time.

- 11.07 Where there is a reduction of hours necessitating the lay-off of employees, such lay off will be by seniority, by classification, by department and ability to perform the work in each store. Employees will be recalled by seniority in the same manner.
- 11.08 (a) When reducing staff, junior employees 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.
- (b) 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 most junior employee within their classification within the store (and will be scheduled according to their seniority hours).
 - (ii) displace the most junior employee whose rate is equal to or less than their current rate outside their classification within the store and will be scheduled according to their seniority hours).
- (c) 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 thirty-seven (37) hours for a full-time employee and sixteen (16) hours for a part-time employee.
- (d) An employee exercising his seniority under (b) above, will be restricted to

one (1) 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 most senior full-time employee ~~laid off~~ or reduced, that employee will have the first opportunity to fill the position.
- (f) 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 **11.08(b)** above.
- (g) 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 **11.08(b)** above.

- 11.09 (a)** Provided the employee notifies 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 three **(3) times** per year.

- (i) the first, second or third Sunday in January
- (ii) **two (2)** other times in the calendar year.

Part-time employees will be required to **work** according to their availability. There shall be **no** availability changes ~~from~~ November ~~11~~ until the first Sunday in January. There shall be a minimum of ~~sixty (60)~~ **sixty (60)** days between each **availability** change. The Employer will make the availability forms available to part-time employees no less than fourteen (14) days prior to the above dates. The ~~forms~~ will be completed and **returned** by the employee to the supervisor one **(1) week before the above dates**. Schedules will be based on the latest **availability form** on file. Applicants for employment will be required to **complete** an availability form ~~at~~ the time of their application for hire.

- (b) Part-time employees who are available anytime **will** have the option when making their Declaration of Availability, of restricting **themselves** for one **(1)** period of up to twenty-four (24) consecutive hours and **retain** their available anytime status. This **period** of time must fall between 12:00 a.m. Monday and 11:59 p.m. Thursday.

11.10 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.

11.11 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.

- 11.12**
- (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 to be posted according to Section 12.02. Granting of requests is subject to operational requirements as determined by the Employer but requests will not be unreasonably denied.
 - (b) The Employer shall 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.
 - (c) Provided that the employee does not make more than one (1) request per the Employer's period calendar, the granting of the request will not result in the reduction of average scheduled hours of the employee, provided the hours and the employee are available.

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

- (i) A new group of products or commodities 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.

Selling and related classifications of such departments will be discussed in the Labour Management Committee.

SECTION 12: SCHEDULING

- 12.01 (a) Scheduling of hours will be assigned on a weekly basis in accordance with employee's seniority and availability within their classification and department. Senior employees will be assigned as many or more hours on a weekly basis than more junior employees within their classification and department, subject to availability.
- (b) Call-in of hours will be assigned by the Employer provided that a junior employee does not receive more hours on a weekly basis than a more senior employee, subject to availability.
- (c) Where it is deemed necessary to extend the 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 14.02.
- 12.02 The Employer shall post the weekly work schedule for all employees not later than 6:00 p.m. Wednesday of each week for the following week. A supervisor may elect to post the schedule earlier if it is finalized prior to 6:00 p.m. If a new schedule is not posted by 6:00 p.m. Wednesday, 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.
- 12.03 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 Supervisor.
- 12.04 No employee will be required to work more than seven (7) consecutive days unless otherwise mutually agreed.
- 12.05 Employees will be notified of all changes made in their 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. 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.
- 12.06 Employees may be requested to work additional hours on a voluntary basis. 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.

- 12.07 Full-time employees will receive two (2) consecutive days off a minimum of once per the Employer's period calendar (four week period).

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 thirty-seven (37) hours per week consisting of five (5) shifts of either seven (7) or 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 fast 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.
- 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.

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, thirty-seven (37) 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

SECTION 15: REST AND MEAL PERIODS

15.01 Full time employees will be scheduled for two (2) paid fifteen (15) minute rest periods and one (1) unpaid meal period for each seven (7) hour work shift. The meal period will not be longer than one hour and may be shorter by mutual agreement.

Rest periods will not be scheduled less than one hour into the shift nor less than one hour prior to the end of the shift

15.02 Part time 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 (1) hour before the end of the shift.

SECTION 16: PREMIUM PAY

16.01 Employees working between 10:00 p.m. and 6:00 a.m. or such other period mutually agreed by the parties, will receive a premium of seventy-five cents (\$0.75) for each hour worked. Employees who commence a shift between 11:00 p.m. and 3:00 a.m. will receive the seventy-five cents (\$0.75) 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 Department or Sales and Service Specialists assigned to relieve Department Supervisors (in departments where no Assistant Supervisor is appointed) for more than two (2) days will be paid a premium of seventy-five cents (\$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 supervisory staff, the Employer may appoint an Assistant Department Supervisor. The Assistant Department Supervisor 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 Department Supervisor;
- (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 Supervisor position is a full-time position, employees with more seniority than the Assistant Department Supervisor will not be eligible for equal hours.
- Persons who are appointed as Assistant Department Supervisors 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 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 experience.

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 Staff meetings called by the Employer will be considered as time worked, and compensated for, except where attendance by an employee is on a voluntary basis or where attendance is required at a dinner meeting. Employees will not be required 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 vacation pay for the amount earned 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 in the year of continuous service with the Employer as a part-time employee provided the employee has not previously received credit for such service.

from part-time to full-time.

All part-time hours from the employee's date of hire to their full-time date, divided by thirty-seven (37) hours per week, shall establish the number of weeks to be considered for full-time vacation entitlement.

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 Effective January 1, 2000, the parties agree to establish a common vacation year of January 1 - December 31 (see Schedule B).

	Vacation <u>Time Off</u>	Vacation <u>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

- 19.05 Vacation time shall normally be taken in one week blocks, except when approved otherwise by store management. Vacation entitlement shall further 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 April 1 of each year. The final schedule will be determined by the Union-Management Committee and the final schedule will be posted no later than May 1 of each year.
- 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 thirty-seven (37) hours pay per week, will have their vacation pay pro-rated in the subsequent vacation year.

SECTION 20: STATUTORY HOLIDAYS

20.01 The following days will be paid statutory holidays:

New Year 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 statutory 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 statutory holiday will be paid two (2) times the hourly rate for each hour worked. Full-time employees will be scheduled for seven and one-half (7.5) hours on a statutory 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 statutory holiday pay, if employed by the Employer for at least thirty (30) days prior to the holiday, 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 statutory 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 statutory holiday pay in addition to their regular pay.

SECTION 21: BEREAVEMENT AND COMPASSIONATE 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 subject to the approval of the Employer through the Industrial Relations Department. The length of such absence will be at the discretion of the Employer 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, or 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 compassionate leave will be fairly considered.

SECTION 22: MATERNITY LEAVE

- 22.01 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 fifteen (15) 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.

- 22.02 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 Industrial Relations who will consult with the Union Representative prior to notifying the employee.
- 22.03 The employee, when returning to work, shall give the Employer two (2) weeks notice of her date of return.
- 22.04 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.

22.05 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 Birth fathers and mothers shall, at their request, be granted an unpaid parental leave of a duration of their choice up to a maximum of thirty-seven (37) consecutive weeks, to be taken within the fifty-two (52) week period after the child's birth.

23.02 Adoptive parents shall, at their request, be granted an unpaid parental leave of a duration of their choice up to a maximum of thirty-seven (37) consecutive weeks, to be taken within the fifty-two (52) week period after the child is placed with the adoptive parent for the purpose of adoption.

23.03 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.

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

23.05 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 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.

23.06 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.

23.07 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 leave of absence 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, coroners 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.

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 Supervisor who will determine the appropriate course of action. Unsafe equipment should also be reported to the store's health and safety committee by the supervisor, store manager or employee.

SECTION 28: PHYSICAL EXAMS, ABSENCES W E 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:

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

SECTION 29: FIDELITY BOND

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: MISCELLANEOUS

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 15 minutes) at their regular hourly rate, subject to the following:

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

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 thirty-seven (37) hours per week:

- i) \$0.05 per hour to CLAC Local 301 Education and Training Fund;
- ii) \$0.53 per hour to the Benefit Plan administered by the CLAC Health & Welfare Benefit Trust Fund effective October 20, 2002. This amount will increase to \$0.55 effective October 19, 2003, \$0.57 effective October 24, 2004, \$0.59 effective October 23, 2005, and to \$0.60 effective October 22, 2006.

The Employer agrees to contribute 6% of earnings paid by the Employer to members of the bargaining unit, to CLAC Pension Plan #0398594. Contributions will be forwarded by the Employer within twenty-one (21) days after the close of the Employer's four (4) or five (5) week accounting period.

31.02 The Union will provide benefit plans as outlined in the attached Schedule of Benefits to full-time employees, and to part-time employees who work twenty-four (24) hours per week for thirteen (13) consecutive weeks.

31.03 The Employer agrees to pay 100 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**.

- 31.04 A part-time 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 from benefits.
- 31.05 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) or five (5) week accounting period.
- 31.06 The Employer and the Union will cooperate in providing the information required to administer the Pension Plan (referred to in Article 31.01 above) on the employees' behalf. The Plan shall be responsible for informing the employees about the Plan, including an annual statement to each employee, showing their previous year's balance, new **contributions** made, new earnings and new **balance**.
- 31.07 Effective January 1, 2003 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 six (6) days in any year.

SECTION 32 - DISCIPLINE AND REPRIMANDS

- 32.01 Formal discipline meetings should be held in the presence of a shop steward 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 is not available to attend a discipline meeting, Management will be responsible for providing a copy of the discipline form to the Union office by either fax or mail.

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

Termination meetings for employees past probation shall be held in the presence of a shop steward or Union Representative.

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 33: UNION/MANAGEMENT COMMITTEE

- 33.01 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.

33.02 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.

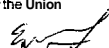
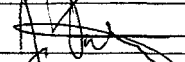


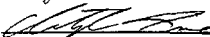
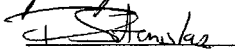
SECTION 34: TERM OF AGREEMENT

34.01 This agreement will be in effect from October 19, 2002 to October 19, 2007 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

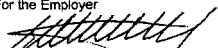
34.02 If Notice to Amend the Agreement is served, the notice will contain the proposed amendment or amendments. If agreement cannot be reached between the parties on the proposed amendments, then the terms and conditions of the expired Agreement will remain in force pursuant to the provisions of the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

Signed this 27th day of May, 2003 at Calgary, **Alberta**

For the Union




Ralph Lee
Shae Hute

Jody Copland

James Leach

Marie Brachewski

For the Employer


Tiffany Gooding

WAGE SCHEDULE

Department Specialists

	S.A.R.	Oct 19/03	Oct 24/04	Oct 23/05	Oct 22/06
	Year 1	Year 2	Year 3	Year 4	Year 5
b	7.50	7.70	7.80	7.90	8.00
500	7.70	7.85	7.95	8.05	8.15
1000	7.90	8.00	8.10	8.20	8.30
1500	8.10	8.20	8.30	8.40	8.50
2000	8.28	8.38	8.48	8.58	8.68
2500	8.60	8.70	8.80	8.90	9.00
3000	8.95	9.05	9.15	9.25	9.35
3500	9.28	9.38	9.48	9.58	9.68
4000	9.62	9.72	9.82	9.92	10.02
4500	9.95	10.05	10.15	10.25	10.35
5000	10.35	10.45	10.55	10.65	10.75
5500	10.73	10.83	10.93	11.03	11.13
6000	11.11	11.21	11.31	11.41	11.51
6500	11.49	11.59	11.69	11.79	11.89
7000	11.87	11.97	12.07	12.17	12.27
7500	12.45	12.55	12.65	12.75	12.85
8000	12.90	13.15	13.40	13.70	14.00

2500

Sales and Service Specialists

	S.A.R.	Oct 19/03	Oct 24/04	Oct 23/05	Oct 22/06
	Year 1	Year 2	Year 3	Year 4	Year 5
0	7.50	7.70	7.80	7.90	8.00
500	7.75	7.85	7.95	8.05	8.15
1000	8.00	8.10	8.20	8.30	8.40
1500	8.50	8.60	8.70	8.80	8.90
2000	8.98	9.08	9.18	9.28	9.38
2500	9.47	9.57	9.67	9.77	9.87
3000	9.95	10.05	10.15	10.25	10.35
3500	10.43	10.53	10.63	10.73	10.83
4000	10.92	11.02	11.12	11.22	11.32
4500	11.40	11.50	11.60	11.70	11.80
5000	11.94	12.04	12.14	12.24	12.34
5500	12.47	12.57	12.67	12.77	12.87
6000	13.00	13.10	13.20	13.30	13.40
6500	13.53	13.63	13.73	13.83	13.93
7000	14.06	14.16	14.26	14.36	14.46
7500	15.05	15.15	15.25	15.35	15.45
8000	15.50	15.80	16.10	16.40	16.75

1500

Retroactive payment of \$0.30 per hour for all hours worked by active employees since October 20, 2002.

Lead Specialists

	S.A.R.	Oct 19/03	Oct 24/04	Oct 23/05	Oct 22/06
	Year 1	Year2	Year3	Year4	Year 5
	8.75	8.95	9.05	9.15	9.25
	9.00	9.15	9.25	9.35	9.45
1000	9.25	9.35	9.45	9.55	9.65
1500	9.70	9.80	9.90	10.00	10.10
2000	10.20	10.30	10.40	10.50	10.60
2500	10.70	10.80	10.90	11.00	11.10
3000	11.20	11.30	11.40	11.50	11.60
3500	11.70	11.80	11.90	12.00	12.10
4000	12.20	12.30	12.40	12.50	12.60
4500	12.70	12.80	12.90	13.00	13.10
5000	13.30	13.40	13.50	13.60	13.70
5500	13.90	14.00	14.10	14.20	14.30
6000	14.50	14.60	14.70	14.80	14.90
6500	15.10	15.20	15.30	15.40	15.50
7000	15.60	15.70	15.80	15.90	16.00
7500	16.70	16.80	16.90	17.00	17.10
8000	17.25	17.50	17.75	18.05	18.35

Courtesy Specialists

	S.A.R.	Oct 19/03	Oct 24/04	Oct 23/05	Oct 22/06
	Year 1	Year2	Year 3	Year 4	Year5
	7.25	7.30	7.35	7.40	7.45
500	7.40	7.45	7.50	7.55	7.60
1000	7.65	7.70	7.75	7.80	7.85
1500	7.80	7.85	7.90	7.95	8.00
2000	7.95	8.00	8.05	8.10	8.15
2500	8.27	8.32	8.37	8.42	8.47
3000	8.65	8.70	8.75	8.80	8.85
3500	9.03	9.08	9.13	9.18	9.23
4000	9.41	9.46	9.51	9.56	9.61
4500	10.10	10.15	10.20	10.25	10.30
5000	10.35	10.45	10.55	10.65	10.75

Retroactive payment of \$0.30 per hour for all hours worked by active employees since October 20, 2002.

LETTER OF UNDERSTANDING # 1 - DISABILITY MANAGEMENT PROCEDURES

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

- Maintaining contact with the department supervisor.
- 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.

LETTER OF UNDERSTANDING # 2 - CONDUCT IN THE WORKPLACE

The Employer has policies dealing with employee conduct in the workplace as it relates to the use of alcohol and drugs and these policies are strictly enforced.

The Employer and the Union agree that the use of alcohol and/or drugs while working is prohibited. The use of alcohol and/or drugs while working is prohibited.

Theft from the Employer, customers and co-workers is prohibited. Unauthorized use of Employer 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 # 3 - UNIFORMS

If/When the Employer implements a uniform shirt the following will apply. The Employer will:

- i) Provide two shirts to available anytime employees;
- ii) Provide one shirt to restricted work employees.

In addition, the Employer will provide two (2) replacement shirts for available anytime employees and one (1) replacement shirt for restricted work employees after a year if the employee requests one (1) shirt each subsequent year upon request by the employee.

Employees are required to maintain their shirts in a clean and professional condition. Any replacement shirt 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.

The parties will meet to discuss the wearing apparel program one (1) year after implementation of the uniform shirt.

LETTER OF UNDERSTANDING # 4 - R E FULL TIME TO PARTTIME RATIO

This will confirm the Company's commitment made during bargaining with respect to the full time positions within the urban 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 based on actual bargaining unit hours.

For the purpose of calculation, a full-time employee will be considered to work thirty-seven (37) hours per week.

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

Eg. $(150 \text{ hours}) \times .14 \div 37 = 5.10$. This means five (5) full-time positions will be maintained in the city for the next six (6) months.

LETTER OF UNDERSTANDING # 5 - RELIEF PAY

For periods of relief anticipated to be longer than three (3) months, any employee providing relief for the Department Supervisor may elect to, for the duration of the relief period, forgo the provisions of the collective agreement included in Sections 12, 13 and 14 and enroll in the Company Participation Plan. Once enrolled, Relief Supervisors will receive the department bonus normally reserved for Supervisors according to the terms of the Plan in addition to receiving relief pay according to section 15.04.

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

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

LETTER OF UNDERSTANDING # 6 - 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 highly performing employees. In conjunction with the Employer's plan, the parties will meet and confer on the implementation procedure.

SCHEDULE "A" - BENEFITS

It is the responsibility of each employee to be familiar with *the* specific details of coverage as outlined in **schedule "A"** as well as eligibility requirements of all benefits plans.

Coverage:

Benefit Plan

- (a) **\$20,000 Life Insurance** for employee;
- (b) **\$20,000 A.D. & D.** for employee;
- (c) **Extended Health Plan** including drug, semi-private and optical insurances for employee and family;
- (d) **Basic Dental Plan** with minor restorative coverage for employee and family;
- (e) **Major Dental Plan** including **orthodontics** - 50% coverage;
- (f) **Long Term Disability Plan** for employee.
- (g) **Employee and Family Assistance Program (EFAP)** - through Humanacare.

BENEFITS INFORMATION

CLAC BENEFIT OFFICE	1-888-600-2522
CLAC PENSION PLAN OFFICE	1-800-463-2522
SUNLIFE	1-800-661-7334

SCHEDULE "B"

19.04 Full-time employees vacation entitlement.

- a) Effective January 1, 2000, the parties agree to establish a common vacation year of January 1 - December 31. Full-time employees shall receive vacation in any given vacation year based on years of service attained in the preceding years, according to the following schedule of entitlement:

	<u>Time Off</u>	<u>Pay</u>	<u>Conversion Factor</u>
one (1) or more years	2 weeks	2 weeks	1.0
three (3) or more years	3 weeks	3 weeks	1.5
eight (8) or more years	4 weeks	4 weeks	2.0
thirteen (13) or more years	5 weeks	5 weeks	2.5
eighteen (18) or more years	6 weeks	6 weeks	3.0

- b) Full-time employees who have less than one year of 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 shall normally be taken in one week blocks, except when applicable otherwise by store agreement. Vacation entitlement shall further be taken during the vacation year and shall not be carried over into the following vacation year.

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