

# **COLLECTIVE AGREEMENT**

**Between**

**THE REAL CANADIAN SUPERSTORES  
EXCLUDING CALGARY & EDMONTON**

**And**

**UNITED FOOD AND COMMERCIAL  
WORKERS UNION,  
LOCAL 401**

**Expiry: August 12<sup>th</sup>, 2006**

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# COLLECTIVE AGREEMENT

**Made this 5<sup>th</sup> day of May, A.D., 2002**

**BETWEEN:** THE REAL CANADIAN SUPERSTORE, a body corporate carrying on business in the Province of Alberta, hereinafter referred to as "the Employer"

**AND:** UNITED FOOD & COMMERCIAL WORKERS, LOCAL 401, chartered by United Food & Commercial Workers International Union AFL-CIO-CLC, hereinafter referred to as "the Union".

**WHEREAS:** The Employer and the Union desire to cooperate 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 **all** employees, employed by The Real Canadian Superstore, in the Province of Alberta, except Calgary and Edmonton. When a new store opens, upon ratification by the employees, they will be covered by the current Collective Agreement save and except:

Unit Manager, Food Manager, General Merchandise Manager, Store Administrators, Price Checkers, Department Supervisors, Pharmacists, Undergraduate Pharmacists and any person above the rank of Department Supervisor.

## Article 2 - Clarification of Terms

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 is now or hereafter becomes a member of the Union, shall maintain his membership in the Union as a condition of his employment, and every new employee whose employment commences hereafter, shall, within thirty-seven (37) hours after the commencement of his employment, apply for and maintain membership in the Union as a condition of employment.
- 3.2 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 outlining the provisions of Articles 16.1, 16.2, 16.3 of this Agreement, 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. The Employer further agrees to provide the Union, once a month, with a list containing names of all employees who have terminated their employment during the previous month.
- 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 violations of the foregoing will be brought to the attention of the Industrial Relations Manager, and 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 Company.
- 3.4 The Union and the Employer agree that the stores covered by this

Collective Agreement should be free of sexual harassment, and the Employer and the Union agree to cooperate with each other in preventing and eliminating sexual harassment. The employee shall have the right to grieve under this section.

#### Article 4 - Deduction 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 in biweekly installments.

- 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 whom 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;
  - d. a statement provided February 1st of each year showing the name, home address, telephone number, social insurance number and postal code of all bargaining unit employees.

Commencing with the first week of employment, initiation fees shall be deducted.

#### Article 5 - Basic Work Week, Overtime, Statutory Holidays

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 thirty-seven (37) hours to be worked as scheduled by the Employer as follows:

four (4) shifts of eight (8) hours and one (1) shift of five (5) hours; or

~~two~~ (2) shifts of eight (8) hours and three (3) shifts of seven (7) hours.

- 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.

No employee shall be required to stay past their scheduled shift, except in accordance with Article 11.

- d. In a week in which one (1) general holiday occurs, as identified in Article 13.1, the basic work week for full-time employees shall be twenty-nine (29) hours. In a week in which two (2) general holidays occur, the basic work week for full-time employees shall be twenty-one (21) hours.

In weeks in which general 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 13.5 through 13.8.

## 5.2 Time Sheets/Time Clocks

The Employer agrees to provide a method by which employees can record their time worked.

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

Employees shall be paid for all authorized time worked. Any employee who for any reason fails to record all time worked in the manner required by this Article, shall be penalized upon written authorization from the Union as follows:

First Offence	Written Warning
Second Offence	Three (3) Day Suspension
Third & Subsequent Offences	Two (2) Week Suspension

The Employer shall reproduce this section of the **Collective Agreement** on its letterhead and post it in a conspicuous place in each of its stores in an area of high employee traffic.

5.3 The Employer is committed to the early resolution of payroll disputes. If an employee believes they were paid incorrectly they should immediately bring it to the attention of their Supervisor. If the matter is not resolved to their satisfaction then it should be brought to the attention of the Store Manager, or the Industrial Relations Department and the Union.

In the event that an employee is not paid the correct amount of pay as a result of an error made by the Employer, the Employee shall be compensated an additional 10% of any shorted amount, provided the employee brings the matter to the attention of the Employer as determined above in the week following payday.

## Article 6 - Overtime

- 6.1 All the 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 (1 1/2) 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 ~~two~~ (2) hours overtime.
- 6.2 Part-time employees shall be compensated at the rate of time and one-half (1 1/2) their regular hourly rate for all hours worked over eight (8) hours in any one (1) day and thirty-seven (37) 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 Company.
- 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 before commencing overtime.

## Article 7 - Meal Periods - Full-Time Employees

- 7.1 Full-time employees working ~~six~~ (6) hours, up to and including eight (8) hours, shall be scheduled by the Employer for a meal period of not more than sixty (60) minutes without pay. This shall commence not earlier than three (3) hours nor later than five (5) hours ~~after~~ the start of the employee's shift.
- 7.2 Upon mutual agreement an employee's lunch break may be less than one (1) hour's duration.
- 7.3 Meal periods will be scheduled as near mid-shift as possible.

## Article 8 - Rest Periods - Full-Time Employees

- 8.1 An employee working six (6) hours, up to and including eight (8) hours, shall be scheduled by the Employer 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. If an employee abuses this provision he/she will be subject to discipline, as determined by the Employer, which shall be subject to the grievance procedure.
- 8.2 Rest periods will be scheduled as near to midway between the meal periods 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 half-hour for lunch break unpaid.
- 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. If an employee abuses this provision he/she will be subject to discipline as determined by the Employer, which shall be subject to the grievance procedure. 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 mid-shift as possible. Rest periods shall commence not earlier than one hour after the start of the shift not less than one hour before either the meal period or the end of the shift.

For shifts of five (5) hours, the rest period shall not commence any earlier than two (2) hours after the start of the shift nor less than one hour before the end of the shift.

## Article 10 – Premium Pay

### 10.1 Night Premium

Employees working between 10:00 P.M. and 5:00 A.M. shall receive a premium of seventy-five cents (\$.75) for each hour worked. Employees who commence a shift between 10:00 P.M. and 2:00 A.M. shall receive the seventy-five cent (\$.75) per hour premium for their entire shift.

### 10.2 Sunday Premium

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

## Article 11 - Work Schedules - Notice of Change

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

**11.1** A minimum of ~~twenty-eight~~ (28) hours' notice must be given by the Employer to re-schedule a full-time employee's work week; such notice is not required with respect to overtime work or in cases of emergency. If less than the required notice is given, the employee will receive regular pay for the scheduled shift.

**11.2** A minimum of twenty-four (24) hours' notice must be given by the Employer to re-schedule a part-time employee's work shift; such notice is not required with respect to overtime work or in cases of emergency. If less than the required notice is given, the employee will receive regular pay for the scheduled shift.

**11.3** 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. If a new schedule is not posted by 6:00 p.m. Wednesday, then the schedule already posted shall apply for the following week.

A copy of the completed master schedule with all changes and authorized time noted shall be posted by 6:00 P.M., Tuesday, following the end of the week, and shall remain posted for seven (7) days.

The posted schedule for full-time employees will cover the following two (2) week period:

Upon request by the Union to the Industrial Relations Department, the Employer shall provide copies of the master schedules and variance reports for specific departments where required to investigate concerns.

**11.4** 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, by the exercise of reasonable judgement, have been foreseen by the Employer.

**11.5** 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.

There will be a minimum of twenty-four (24) hours between the end of the employee's day shift and the beginning of the employee's night stocking shift and also the end of the employee's night stocking shift and the beginning of the employee's day shifts.

- 11.6** All available anytime employees who are scheduled to work twenty (20) or more hours per week shall be scheduled two (2) consecutive days off each week where it is consistent with the efficient operation of the department. This may be altered by mutual agreement between the Company and the employee.

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

Full-time employees shall receive either a **Saturday/Sunday** or **Sunday/Monday** off once per four (4) week period calendar.

- 11.7** Employees who commence their shift after **11:59 p.m.** and prior to **5:00 am.** will not be scheduled less than five (5) hours per shift. This may be altered by mutual agreement between the Company and the employee.

- 11.8** Where it will not interfere with the proper operation of the business, senior full-time employees who prefer a night shift shall be given the opportunity to work the night shift on a permanent basis.

- 11.9** Employees will be required to work no more than four (4) hours on the express checkouts per day, except in the case of an emergency.

## 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 shall not be reduced by reason of the signing of the Agreement.

**The parties agree that Appendix "A" does not prevent the implementation of additional premiums or other incentives as determined by the Company from time to time.**

## 12.2 Night Shift Lead Hand

When night stocking takes place, one (1) employee on the night stocking shift shall be designated as Lead Hand, and shall be paid a premium in addition to the regular rate of pay of seventy-five cents (\$0.75) per hour.

## 12.3 Premium Pay vs. Overtime

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

## 12.4 Meat and Bakery Production Service Clerk Scale

This classification will include both Production Service Clerks 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 **Baker/Meat Cutter** and they will be under the guidance of same. When a **Baker/Meat Cutter** position becomes available, those **Trainees/Apprentices** in the department with two thousand (2,000) hours will be considered for the position. If the **Trainees/Apprentices** are not suitable or are not available to fill a **Baker/Meat Cutter** position, the Employer has the right to hire outside.



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

## **12.5 Front End Training**

**Employees assigned cashier training duties shall be paid a premium in addition to the regular rate of pay of fifty (\$0.50) cents per hour for time spent training when the store is closed.**

## **Article 13 - General Holidays**

**13.1** The following days shall be paid general holidays:

New Year's Day	Labour Day
Alberta Family Day	Good Friday
Thanksgiving Day	Victoria Day
Remembrance Day	Dominion Day
Christmas Day	Boxing Day
1st Monday in August	

and HERITAGE DAY, if and when proclaimed by Federal or Provincial Governments.

And all other public holidays proclaimed by the Dominion, Provincial or Municipal Governments; provided, that all other major grocery 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** Provided he/she works his/her regular scheduled full work day before and after the holiday, unless absent due to bona fide illness or accident, employees regularly working full-time shall receive eight (8) hours' pay for each such holiday, and part-time employees shall receive pay as outlined below.

13.4 Employees required to work on a holiday shall be compensated at the rate of double (2X) their regular hourly rate for each hour worked, and full-time employees shall receive eight (8) hours' minimum pay at the over time 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 a 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 have been employed thirty (30) calendar days or more and have worked at least ten (10) hours a week, but less than twenty (20) hours per week in the four (4) weeks preceding the week in which a Statutory Holiday occurs, shall receive four (4) hours' pay at his regular hourly rate for each holiday.

13.8 All part-time employees who work less than ten (10) 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 seventy-five (\$0.75) cents per hour for such position for all time**

so employed.

- 14.2** Premium pay for relieving the Department Supervisors shall be over and above ~~the~~ employees' present prevailing rate.

### Article 15 - Staff Meetings

- 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 Experience

- 16.1** New employees will be classified according to previous comparable experience in a Unionized chain food store to a maximum of six **(6)** months (one thousand and forty **(1040)** hours) except for qualified Bakers and qualified Meat Cutters which will be to a maximum of twelve months (two thousand and eighty hours **(2080)**), in their designated classification, provided:
- a. it is comparable experience in a Unionized retail food store;
  - b. not more than **twenty-four** (24) months have elapsed since their last day worked.
- 16.2** It shall be the responsibility of the employee to supply reasonable proof of his previous experience within sixty (60) calendar days of employment. Otherwise, the employee shall **forfeit** all claims for credit for previous experience. Reasonable proof will mean that if past employment records are not obtainable, the Union records, income tax records, or other similar documents will be acceptable. The hourly rate for recognized credit will be effective from the first day of employment.

## Article 17 - Call-In Time

- 17.1 All employees called in, and who report for work shall, if requested to work less than four (4) hours, receive four (4) hours pay at their regular hourly rate.

## Article 18 - Vacations

- 18.1 Vacations shall be scheduled from April 1st to September 30th unless otherwise mutually agreed by the Employer and the employee. So far as is practical and consistent with the Employer maintaining an efficient operation, vacations shall be granted during the period of time requested by the employees. The applications for vacation shall be granted on basis of, and in order of, respective employees seniority in selection of vacation dates.

The Employer shall post a notice by January 31<sup>st</sup> advising employees seeking vacation time to submit requests to their supervisor by February 28<sup>th</sup>. Vacation schedules will be confirmed by March 15<sup>th</sup>, after which changes will be by mutual agreement. If the request for vacation time is not made by February 28<sup>th</sup>, they will be granted at the Employer's discretion.

The Employer agrees to post the completed vacation schedule by March 31<sup>st</sup>.

- 18.2** 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 the following years of continuous employment with the Employer shall receive the following vacation time **off**:

Three (3) years of service – ~~three~~ (3) weeks of vacation  
Eight (8) years of service – four (4) weeks of vacation

**Thirteen (13) years of service – five (5) weeks of vacation**  
**Eighteen (18) years of service – six (6) weeks of vacation**

**Such time off will be without pay. Part-time vacation schedules will be completed and posted 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's service, shall receive two (2) weeks' vacation with pay.
- 18.6 All employees with three (3) or more year's continuous service with the Employer as a full-time employee, shall receive three (3) week's vacation with pay, two (2) weeks of which shall be given during the vacation period, the third week to be scheduled by the Employer.
- 18.7 All employees with eight (8) or more years' continuous service with the Employer as a full-time employee shall receive four (4) weeks' vacation with pay.
- 18.8 All employees with thirteen (13) or more year's continuous service with the Employer as a full-time employee shall receive five (5) weeks' vacation with pay.
- 18.9 All employees with eighteen (18) or more years' continuous service with the Employer as a full-time employee shall receive six (6) weeks' vacation with pay.
- 18.10 All employees with twenty-three (23) or more years' continuous service

with the Employer as a full-time employee shall receive seven (7) weeks' vacation with pay.

- 18.11 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.
- 18.12 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 per cent (4%) of their total earnings.
- 18.13 Part-time employees with three (3) years or more of continuous employment shall receive six per cent (6%) of their total earnings as vacation pay.
- 18.14 Part-time employees with eight (8) or more years of continuous employment shall receive eight per cent (8%) of their total earnings as vacation pay.
- 18.15 Part-time employees with thirteen (13) or more years of continuous employment shall receive ten per cent (10%) of their total earnings as vacation pay.
- 18.16 Part-time employees with eighteen (18) or more years of continuous employment shall receive twelve per cent (12%) of their total earnings as vacation pay.
- 18.17 Part-time employees with twenty-three (23) or more years of continuous employment shall receive fourteen per cent (14%) of their total earnings as vacation pay.
- 18.18 Part-time employees with thirteen (13) or more years of continuous employment with the Employer will have the opportunity to schedule three (3) weeks' time off during prime time.
- 18.19 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.

- 18.20 The Employer agrees to provide vacation pay on a "total compensation" or normal week's pay, whichever is greater. Total compensation shall mean "all monies received directly from the Employer" (Wages, overtime, bonuses, premiums, vacation pay, sick-leave-credit payments, and other items of similar nature).
- 18.21 The Employer will provide part-time employees with their vacation pay for the previous year by the end of January.
- 18.22 Where a general holiday occurs during an employee's vacation, an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received had he/she been working. Where an employee received three (3) or more weeks' vacation with pay and a general holiday occurs during the employee's paid vacation, an extra day's pay may be given in lieu of an extra day's vacation with pay if, in the opinion of the Employer, an extra day's vacation with pay interferes with vacation schedules or hampers operations.
- 18.23 All time lost (up to thirty-one (31) consecutive days) because of sickness, occupational or non-occupational accident, all time absent on paid full-time vacation, paid general holidays and all time spent at bakery apprenticeship schools (assuming the employee returns to the Employer following the completion of his/her course) shall be considered as time worked for the purpose of determining the vacation allowance to which a full-time employee is entitled.
- 18.24 All employees, whose absence due to occupational or non-occupational accident, 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, shall have their vacation pay prorated in the subsequent vacation year (Article 18.19 shall not

apply).

In the case of a lengthy absence due to an occupational accident, vacation shall be calculated to ensure that the vacation accrual and workers' compensation benefit combined shall not exceed fifty-two (52) weeks in one (1) year.

- 18.25 Where the services of an employee are retained by the purchaser of a business, his/her services (for vacation purposes only) shall be deemed to be uninterrupted by the sale or purchase of the business and shall be binding upon the purchaser, in accordance with prevailing Alberta Statutes.
- 18.26 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 per cent (4%) of the total salary and wages earned for which no vacation allowance has been paid.
- 18.27 Employees entitled to ~~two~~, three, four, five, six or seven weeks' vacation and who terminate their employment shall receive payment for vacation allowance in an amount equal to four per cent (4%), six per cent (6%), eight per cent (8%), ten per cent (10%), twelve per cent (12%), and fourteen per cent (14%), respectively, of the total wage and salary earned by the employee during the period of employment for which no vacation allowance has been paid.
- 18.28 Part-time employees shall accrue seniority hours while on vacation for up to and including the number of weeks vacation to which they are entitled. Those seniority hours shall be calculated from the average hours worked, paid or credited as worked in the four (4) weeks prior to the vacation. In the event that there is less than four (4) weeks between the end of the one portion of an employee's vacation and the beginning of another portion, or an employee has been on a leave of absence as described in Article 23.6 of this Agreement, in the four (4) preceding weeks, the seniority hours credited to the employee shall also be included to determine the average hours as described above.



None of the above seniority hours credit shall be counted for service increment purposes. The above seniority credited and adjustment of Statutory Holiday will occur upon written request from the employee within four (4) weeks from return from vacation.

**18.29 Provided the full-time employee advises the Company, in writing, at the time that they make their vacation requests (as per Article 18.1), the Company agrees to schedule one (1) of the employee's Saturday/Sunday or Sunday/Monday combinations to coincide with the employee's vacation, once per year.**

### Article 19 - Dismissal Notice Or Pay In Lieu Thereof

**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) weeks' notice in writing or pay in lieu thereof, to those who have completed sixty (60) or more consecutive days' service as 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 on store closing of one (1) weeks' 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 give any pay in lieu thereof, to any employee guilty of rank insubordination, dishonesty, theft, obvious disloyalty, possession and/or consumption of intoxicants or illegal drugs at any time during working hours, or just cause.
- 19.3** This Article shall not be deemed to invalidate an employee's right under Article 31.
- 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/Bereavement Leave

- 20.1** In the event of death in the immediate family of an employee, the employee will be granted a 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, **father-in-law**, brother-in-law, sister-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) days** leave of absence with pay to attend the funeral.

In the case of death of spouse, father, mother or child, the employee shall be entitled to, up to one **(1) weeks** leave of absence with pay.

All requests for additional unpaid travel time or additional unpaid **funeral/bereavement** leave shall be fairly considered.

- 20.2** Part-time employees shall be granted time off in the event of the 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 21 – Maternity Leave

- 21.1** 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 **practioner** indicating the estimated or actual due date is required upon request of the leave.

Maternity leave shall be of a duration of the employee's 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.

- 21.2** If a pregnant employee cannot reasonably perform the duties of her position, she may be required to commence maternity leave early.
- 21.3** The employee, when returning to work, shall give the Employer, two **(2)** weeks notice **of** her date of return.
- 21.4** The employee shall be returned to her former position at the completion of her leave of absence. Should the position no

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

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

## Article 22 – Parental Leave

**22.1** 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 thirtyseven (37) consecutive weeks, to be taken within the fifty-two (52) week period after the child's birth.

**22.2** 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.

**22.3** 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.

- 22.4** The employee, when returning to work, shall give the Employer two (2) weeks notice of her date of return.
- 22.5** The employee shall be returned to their former position at the completion of her leave of absence. Should the position no longer exist, the Employer and the Union shall meet to attempt to resolve the issue. The employee shall be **provided** with alternative work of a comparative nature at not less than the earnings and other benefits that had accrued to the employee when the parental leave started. In the event there is no alternative work of a comparative nature, the employee will be provided with alternative work in accordance with the established seniority system with no **loss** of seniority or other benefits accrued to the employee.
- 22.6** 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.
- 22.7** Employees eligible for Alberta Health Care coverage and other benefits shall continue receiving those benefits for the duration of the leave.

### **Article 23 – Leave Of Absence**

- 23.1** The Employer agrees to grant necessary time off, without pay, and without discrimination, to not more than four (4) employees from each superstore, provided the employees are not from the same department, designated by the Union, for a maximum of one (1) year, to attend a labour Convention or to serve in an official capacity for the Union; provided that as much notice as is possible shall be given, and, in any event, not less than fifteen (15) days, and provided a suitable replacement can be made

**available by the Employer for the job involved.**

- 23.2** The Employer agrees to pay employees for Union leave requested in writing by the Union, and bill the Union the wage and benefit cost.

Employees on Union leave of absence shall be credited seniority hours based on what they would have received had they been at work. The Employer will provide the employee with a copy of the seniority calculation.

- 23.3** Employees shall be considered for leaves of absence without pay, at any time of the year, for severe personal or familial distress or other compassionate reasons. Length of leave of absence shall be governed by need, and left to the discretion of the Employer. Requests will not be unreasonably denied.

**Other applications for unpaid time off for extraordinary life events shall be considered once per the life of the Collective Agreement. Granting of leave shall be subject to operational requirements. Length of leave for extraordinary life events shall not exceed four (4) weeks outside the vacation period or two (2) weeks within the vacation period.**

- 23.4** Notwithstanding Article 23.3, any non-probationary employee may request a leave of absence, without pay, for a period of up to four (4) weeks, provided it is not during the prime vacation period of April 1<sup>st</sup> to September 30<sup>th</sup>, or Christmas week and Easter week.

- 23.5** All requests for leaves of absence must be made in writing to the Industrial Relations Department, and should provide full details as to the reason for the requested leave.

Requests will be considered given the operational requirements of the business. Final approval of leaves of absence shall rest with the Industrial Relations Manager. Requests will not be unreasonably denied.

**23.6** Part-time employees granted a leave of absence for **funeral/** bereavement, parental, maternity or adoption will be allocated a seniority credit based on the number of **hours** they averaged in the four (4) preceding weeks worked prior to the absence.

Part-time employees will be credited seniority hours as outlined above, for absence due to illness for a period not less than four (4) days, but not more than one (1) year.

Part-time employees will be credited seniority hours as outlined above, for all time absent from work while on claims covered by the Workers' Compensation Board.

Application for seniority credit will be made in writing by the employee within four (4) weeks of their return to work. None of the above seniority hours credit shall be counted for service increment purposes.

### **23.7 Family Responsibility Leave**

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibility related to:

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

## **Article 24 – Union's Recognition Of Management Rights**

**24.1** The Union agrees that the management of the Company, including the right to plan, direct and control store operations; direction of the working force, 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.

- 24.2** The parties agree that the Company 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, stored, shipped or sold.
- 24.3** 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 25 – Store Visits

- 25.1** An authorized representative or executive officer of the Union shall be permitted, after notifying the Managers, 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 the Employer. Time taken for such interview in excess of five (5) minutes shall not be on Company time.
- 25.2** A bulletin board will be placed in the lunch room or another mutually agreed location and be designated for Union notices only. All notices posted shall be initialled by the Industrial Relations Manager or his designate.

### Article 26 – Miscellaneous

**26.1** Smocks, Etc.

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

**In the event that an employee is uncomfortably cold due to**



working area temperature, he or she shall be allowed to dress accordingly, subject to the dress code. In the event the store is uncomfortably warm due to a malfunction in the cooling and ventilation system, employees will be given **additional** opportunities to drink water as required.

## 26.2 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.

## 26.3 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 all of the stores.
- b. A Health and Safety Committee shall be established for each store and both the Employer and the Union shall appoint two (2) committee members for each store. The meeting shall be held monthly at a store or **otherwise** mutually agreed location. Committee members will be paid for actual time spent at scheduled meetings.

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 Employer agrees to maintain adequate heating, cooling and ventilation facilities in each store.

- e. The existence of the Committee shall not affect employee's rights under Article 31.
- f. The Company will make First Aid and CPR training available to Assistant Supervisors, Liquor Store Coordinators and Health and Safety Committee members. Other bargaining unit employees may apply to the Health and Safety Committee to attend voluntary training. The Company will pay the cost of the certified First Aid and/or CPR trainer.
- g. The Company commits to have appropriate lighting at the employee entrance door and employee parking area. This is intended to provide light to these areas when the store is closed.

Safety posters advising employees they may request an escort to their vehicle after their shift will continue to be posted in high traffic areas in all stores, as part of the program to prevent violence in the workplace. Posters advising employees to park their vehicles near the entrance to the store if their shift commences prior to daylight will be posted in high traffic areas in all stores.

- h. 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.

**26.4** The Employer agrees, during the term of this Agreement, to furnish and maintain first-aid equipment in its stores, as required by the Workers' Compensation Act.

**26.5** The parties agree to a Superstore Employee Relations Committee (E.R.C.) to address issues of concern to both employees and the Employer. When requested, the meetings will be held quarterly

at a store or **otherwise** mutually agreed location.

The committee will include up to six **(6)** bargaining unit employees or their designates.

Issues that arise between meetings may be presented in writing to Management or the Union. The Employer will reply in writing or determine that an additional **E.R.C.** meeting is necessary.

The existence of the committee will not affect the employee's rights under Article **31**.

**26.6** The Employer and the Union endorse the principles contained in the Alberta Human Rights, Citizenship and Multiculturalism Act.

**26.7** 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 their current door access card and the entrance buzzer and;
- 2.** has notified their supervisor (as soon as possible) if their card is inactive and;
- 3.** has reported for work within the appropriate time period and;
- 4.** has notified their Supervisor or keyholder when they are ready to leave the store.

**26.8** Courtesy Clerks

- 1.** Courtesy Clerk's duties are limited to basket and cart retrieval, bagging, sorting of returnable beverage

containers, **carry-outs**, price checks, filling check stands with bags, merchandise return (put **aways**), sweeping and cleaning the check stand, entrance and entire store area.

2. It is understood that cleaning the entire store area shall mean cleaning mouldings, shelves, sweeping and mopping of the floors in any area of the store premises and shall also include clean-up (dust, wash, damp mop, clean up spills and breakages) in the lunch room, washroom and sales area. The sales area shall be defined as any area within the store where the customers normally shop.
3. Courtesy Clerks will not be used to the extent that existing employees doing those duties will suffer a reduction of hours.
4. The total number of Courtesy Clerks hours in a store shall not exceed ten (10%) percent of the total hours worked in the bargaining unit of that store each and every week.

If the Company exceeds the ten (10%) percent indicated above in a week, hours in excess of ten (10%) percent shall be paid at the rate of thirteen (\$13.00) dollars per hour to the most senior Service **Clerk(s)**.

5. If a courtesy clerk is assigned duties regularly performed by employees in a different classification, they will be entitled to a higher rate of pay for their entire shift. The employee's class hours, applied to the appropriate scale, will determine the hourly rate.

**26.9** Personal radios (excluding **walkman** style) may be used during hours when the store is closed. The Company will determine the appropriate volume and location to prevent safety or communication problems. Radios may be allowed at other times where approved by the Store Manager.

## Article 27 - Jury Selection, Jury Duty And Material Witness

- 27.1** Full-time employees, summoned to jury selection, 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 selection, 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 on his **day(s)** off. Part-time employees when appearing as a material witness on behalf of the Real Canadian Superstore, shall be **re-scheduled** or paid for lost hours.
- 27.2 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 28 - Physical Examinations

- 28.1 Where the Employer requires the employee to take a physical examination, the doctor's fee shall be paid by the Employer, and the examination shall be on Company time. Where subsequent examination proves an employee unfit to work in a food store, examinations shall be paid by the employee.

## Article 29 - Cash Shortages

- 29.1 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 had been short-changed by the

cashier, the cashier shall notify the Manager and together check the change and daily receipts.

- 29.2 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 30 – Seniority

- 30.1 Seniority shall mean the length of continuous service with the Employer in classifications within the seniority group covered by this Collective Agreement. New employees hired during the first six (6) months after the opening of a new store shall have a probationary period of three hundred and sixty (360) hours worked. Employees hired after the first six (6) months shall have a probation for a 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.
- 30.2 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 sixty (160) hours being equal to one (1) month of full-time service.
- 30.3 Seniority shall be exercised within the following seniority groups for each store:

Part-time Employees  
Full-time Employees

**30.4** Seniority lists shall be established for each of the departments within each store covered by this Agreement.

Seniority lists for part-time employees shall be forwarded to the Local Union on a quarterly basis, and shall include the employee's name, department, classification, rate of pay, and shall set out the employee's seniority.

Seniority lists for full-time employees shall be forwarded to the Union office twice per year, each January 15<sup>th</sup> and July 15<sup>th</sup>.

Seniority lists will be posted on the bulletin board.

The Employer agrees to forward a list of all employee's names and addresses to the Union office in addition to the seniority list, twice per year, January 15<sup>th</sup> and July 15<sup>th</sup>.

**30.5** Seniority and employment shall be terminated when:

- a. **an employee misses five (5) consecutive shifts without prior and proper notice unless circumstances beyond the control of the employee prevents such notice.**
- b. An employee voluntarily quits or is terminated for just cause.
- c. An employee fails to report to work after seven (7) days when recalled from layoff. An employee has to be recalled by registered mail at last known address on file with the Employer.
- d. 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.

**30.6** a. When reducing staff, present 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, subject to merit, fitness, ability and seniority.

- b. In the event a full-time employee is laid off or is reduced to part-time, they shall be allowed to:
  - i. displace the most junior employee within the classification within his seniority group;
  - 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. For the purpose of this section “reasonable opportunity” shall mean a maximum of thirty-seven (37) hours for a full-time employee and twenty (20) 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 most senior full-time employee laid off or reduced, that employee shall 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 30.6(c).



- g.** Full-time employees will have a one (1) time ability to change to part-time status during the term of the current Agreement 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 (2) 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.

### 30.7 Promotions

Promotions and vacancies shall be filled on the basis of seniority, providing the senior employee has the merit, fitness and ability to perform the work. 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 city wide basis.

- 30.8** In scheduling part-time employees in a department the most available part-time hours of work on a weekly basis shall be assigned to such employees within the classification within the department on the basis of seniority, provided the employee has the qualifications and ability to handle the work to be performed in a competent manner.

- 30.9 a.** 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.

- b.** When a part-time employee works the basic work week for thirteen (13) consecutive weeks (unless exclusively worked during May 1<sup>st</sup> to September 30<sup>th</sup>), a full-time position will be deemed to exist and will be filled in accordance with Article 30.9 (a) of this Agreement. If no written application for full-time employment is on file, then the first opportunity to fill

the position will be given to the above employee if he is desirous of full-time employment. It is understood that this section does not apply within the first year of store opening.

30.10 In the event an employee is to be called in to work hours that he has not been scheduled to work such call-in shall be by seniority within the classification within the department.

30.11 a. Part-time employees shall declare their availability three (3) times a year:

i. the first Sunday in September (with a two (2) week leeway either way);

ii. two (2) other times in the calendar year.

Part-time employees will be required to work according to the three (3) yearly declarations of availability. Employees cannot use a floating availability date to limit or further limit their availability between November 15<sup>th</sup> and the end of the year.

Notwithstanding the above, part-time employees shall have the ability to declare a change in their availability if required to fill a promotional opportunity.

Employees shall not be scheduled in a manner inconsistent with their availability.

a. Available anytime employees 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 **12:01 a.m. Monday and 11:59 p.m. Thursday.**

- b. Available anytime employees will be scheduled a minimum of four (4) hours more than restricted employees on a weekly basis.

30.12 The Employer will make “**Declaration of Availability**” forms readily available to part-time employees. Employees who require a change in availability will submit a completed form to their supervisor on or before the Sunday, which falls one (1) week prior to the effective date of the required change. New employees shall be required to complete “**Declaration of Availability**” forms on or before the first day of work. Copies of all “**Declaration of Availability**” forms shall be forwarded to the Union Office. Employees shall not be scheduled in a manner inconsistent with their availability.

30.13 New Department

From time to time, the Company 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.

30.14 The following item (a) shall apply in all stores, in all departments with greater than three (3) employees.

- a. Article 30.8 notwithstanding, the senior one-third (1/3<sup>rd</sup>) of the employees in the department, hereinafter called “the Group”, shall be scheduled as follows:
  - i. the senior one-third (1/3<sup>rd</sup>) of “the Group” shall receive twenty-five (25) hours or better, per week;
  - ii. the next most senior one-third (1/3<sup>rd</sup>) of “the Group” shall receive twenty-one (21) hours or better, per week;

- iii. the least senior one-third (1/3<sup>rd</sup>) of "the Group" shall receive seventeen (17) hours or better, per week.
- b. Implementation of the above minimum guarantee of hours for "the Group" shall be subject to the following definitions and/or conditions:
  - i. "The Group" shall be calculated based on the total number of part-time employees in the department.

This will then produce the number of part-time employees entitled to the minimum guarantees as indicated in 30.14 (a).
  - ii. Any restricted employees shall not qualify to be scheduled under this section. The Company, therefore, shall go to the next unrestricted available employee until the total number constituting "the Group" is reached.
- c. Hours worked or paid, including General Holiday as per Article 13, shall be considered as hours worked for the purpose of satisfying the minimum guarantees in section 30.14 (a) above.

30.15 An employee may request a specific day off, or a combination of two consecutive days off, in advance of the schedule being completed. Granting of requests is subject to operational requirements as determined by the Employer but requests will not be unreasonably denied.

The above will not restrict a Supervisor from granting additional days Off.

Provided that the employee does not make more than one request per the Employer's period calendar then the granting of the request will not result in the reduction of average scheduled hours of the employee. The employee will be scheduled the same number of hours in the week in question, or will be scheduled the lost hours in the following

three weeks.

**Written confirmation of the status of their request will be available by 6:00 p.m. on the Monday prior to the schedule being posted if the request is made one (1) week prior to the schedule being posted.**

30.16 The parties agree that, to enhance the Company'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.
- d. For the purpose of layoff or reduction to part time within a department, seniority shall govern provided the senior employees have the ability and willingness to perform the job of an Assistant Supervisor in a competent manner. For the purpose of this section, the senior employees will be given a "reasonable opportunity" (meaning thirty-seven hours) to do the job in a competent manner.

The rate shall be thirty cents (\$.30) per hour over the top in the Department.

## Article 31 – Grievances

31.1 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 had been found unacceptable to the Employer's Bonding Company.

31.2 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.

31.3 Reprimands

a. No employee shall be subjected to a disciplinary interview or be given a written reprimand, warning letter, or be suspended or dismissed except in the presence of a Shop Steward where a Shop Steward is available at the time. In the event that a Steward is not available at the time, the Employer shall attempt to contact a Union Representative and advise them at least twelve (12) hours in advance that a disciplinary meeting will be held. In the event that a person contacted is not available for the meeting, another member of the bargaining unit shall be selected by the employee.

In the event that a Shop Steward or Union Representative is not available at the time, an employee may be suspended pending the disciplinary meeting and any time lost can be the subject of a grievance.

An employee who wishes to be unrepresented during one of the situations above, may only do so after consultation with a Shop Steward or Union Representative.

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 random security check of bags, purses and parcels.

- c. If the steward, Union representative or another member of the bargaining unit is present in accordance with (a) or (b) above he may advise the employee.
- d. 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.
- e. An employee will be given a copy of any discipline which will be placed on their personnel file. An employee may request and shall receive copies of any discipline on their personnel file.
- f. **A "disciplinary interview" is defined as a meeting with an employee where the Employer is contemplating disciplining the employee.**

**31.4** The Procedure for adjustment of grievances and disputes by an employee shall be as follows:

- 1<sup>st</sup> Step:** By a discussion between the employee, with or without Shop Steward, and Management. If a satisfactory settlement cannot be reached within five (5) days; then within ten (10) days;
- 2<sup>nd</sup> Step:** The Union representative(s) may take up the matter with the Employer's Official 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 32

## Article 32 – Board Of Arbitration

**32.1** Either of the parties may, within ten **(10)** days of 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 part 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 **(3<sup>rd</sup>)** person who shall act as Chairperson. If the recipient of the notice fails to appoint an Arbitrator, or if the ~~two~~ **(2)** appointees fail to agree upon a Chairperson within the time limits 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 33 – Transportation

**33.1** The Employer agrees to pay the cost of transportation when an employee is required to use his own vehicle to fullfil tasks as assigned by the Employer during the course of the employee's regular scheduled shift.

## Article 34 – Lockers

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



## Article 35 – Trusteed Dental Plan

35.1 The Employer agrees to make a dental contribution to the United Food and Commercial Workers Dental Benefit Plan of twenty-six cents (\$.26) per hour, to a maximum of \$9.62 per employee per week, for each straight time hour of actual work, including sick pay, vacation and statutory holidays, to a maximum of the basic work week in respect to all employees in the bargaining unit.

The dental contribution may be increased if required by actuarial assessment, as follows (increases may be cumulative);

August 13, 1995 – Increase of up to \$.27 per hour.

August 11, 1996 – Increase of up to \$.28 per hour.

August 10, 1997 – Increase of up to \$.29 per hour.

August 16, 1998 – Increase of up to \$.30 per hour.

August 15, 1999 – Increase of up to \$.31 per hour.

August 12, 2000 – Increase of up to \$.32 per hour.

35.2 The Plan shall be controlled by a Board of Trustees to be made up by an equal number of representatives from the Union and Management.

## Article 36 – The Company Weekly Indemnity Plan

**Seventy (70%) percent of straight time weekly salary benefits to be paid on the fourth (4<sup>th</sup>) day of absence due to sickness or non-occupational accident. There is a twenty-six (26) week benefit period. It is understood and agreed that all matters of eligibility, coverage and benefits shall be as set out in the Plan. The above is available for full-time employees. Employees found abusing the privilege shall be disciplined by the Employer.**

36.1 The Employer agrees to pay 100 per cent (100%) of Alberta Health Care Premiums for full-time employees.

36.2 The Company Short Term Sick Plan 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.

### **36.3 Short Term Sick Leave**

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.

### **36.4 The Employer will not require doctor's certificates from employees unless:**

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

## **Article 37 – Strikes And Lockouts**

**37.1** During the term covered by this Agreement, the parties agree that there shall be no strikes or lockouts.

## **Article 38 – Technological Change**

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

The Employer agrees to cooperate with the Union in determining the employee's rights under Article 19 and Article 30.5.

This article is subject to the Letter of Understanding Re: Personal Assurance of Full-Time employment.

### Article 39 - Health & Welfare Trust Fund

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

\$0.05 per hour effective August 11<sup>th</sup>, 2002

\$0.10 per hour effective August 9<sup>th</sup>, 2003

\$0.15 per hour effective August 8<sup>th</sup>, 2004


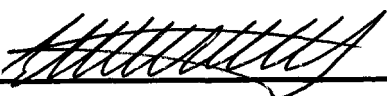
for all hours worked and paid in the bargaining unit for the same hours that are paid for pension and dental contributions. The Company shall appoint two (2) trustees and the Union shall appoint two (2) trustees. The first task of the trustees shall be to draw up a Trust Agreement which shall be accomplished within thirty (30) days from the date of ratification, unless a longer period is mutually agreed by the parties. A Plan Text shall also be established by the trustees within a further sixty (60) days unless a longer period is mutually agreed by the trustees. The trustees may hire consultants that may be deemed appropriate for the finalization of these documents, and/or administration of the Fund. The purpose of the Trust Fund shall be to establish Health and Welfare benefits for employees as decided by the trustees. The trustees shall have the authority to decide which benefits shall be implemented, consistent with the financial ability of the Trust Fund to provide for those benefits.

### Article 40 - Expiration And Renewal

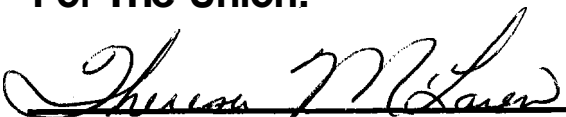
**40.1** This Agreement is effective from date of ratification to August

12<sup>th</sup>, 2006, and shall remain in force thereafter in accordance with the applicable provisions of the Labour Relations Code of the Province of Alberta.

For The Company:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Tiffany Doobeg  
\_\_\_\_\_

For The Union:

  
\_\_\_\_\_  
\_\_\_\_\_

**gaining**

**nitte**

Dee Mae Beler, Member  
Carmen Benko, Member  
Reg Black, Member  
Matthew Corless, Member  
Milanka Gordon, Member  
Charles Graystone, Member  
John Horrigan, Member  
Colin Loxam, Member  
Liana Lumsden, Member  
Debra Mah, Member  
Cyril O'Neill, Member  
Sara Sandhu, Member  
Susan Simms, Member  
Steven Theriault, Member  
Barry Vacheresse, Member  
Loreen Whitmarsh, Member  
Joan Wilkie, Member  
Lee Clarke, Union Representative  
Loren Keister, Union  
Representative  
Tom Hesse, Exec. Assist. To The  
President

**Appendix "A"**

	<b>Ratification</b>	<b>Aug-03</b>	<b>Aug-04</b>	<b>Aug-05</b>
<b>0</b>	<b>7.50</b>	<b>7.70</b>	<b>7.90</b>	<b>8.10</b>
<b>500</b>	<b>7.77</b>	<b>7.97</b>	<b>8.17</b>	<b>8.37</b>
<b>1000</b>	<b>8.03</b>	<b>8.23</b>	<b>8.43</b>	<b>8.63</b>
<b>1500</b>	<b>8.40</b>	<b>8.60</b>	<b>8.80</b>	<b>9.00</b>
<b>2000</b>	<b>8.87</b>	<b>9.07</b>	<b>9.27</b>	<b>9.47</b>
<b>2500</b>	<b>9.33</b>	<b>9.53</b>	<b>9.73</b>	<b>9.93</b>
<b>3000</b>	<b>9.80</b>	<b>10.00</b>	<b>10.20</b>	<b>10.40</b>
<b>3500</b>	<b>10.27</b>	<b>10.47</b>	<b>10.67</b>	<b>10.87</b>
<b>4000</b>	<b>10.73</b>	<b>10.93</b>	<b>11.13</b>	<b>11.33</b>
<b>4500</b>	<b>11.20</b>	<b>11.40</b>	<b>11.60</b>	<b>11.80</b>
<b>5000</b>	<b>11.67</b>	<b>11.87</b>	<b>12.07</b>	<b>12.27</b>
<b>5500</b>	<b>12.13</b>	<b>12.33</b>	<b>12.53</b>	<b>12.73</b>
<b>6000</b>	<b>12.60</b>	<b>12.80</b>	<b>13.00</b>	<b>13.20</b>
<b>6500</b>	<b>13.07</b>	<b>13.27</b>	<b>13.47</b>	<b>13.67</b>
<b>7000</b>	<b>13.53</b>	<b>13.73</b>	<b>13.93</b>	<b>14.13</b>
<b>7500</b>	<b>15.35</b>	<b>15.85</b>	<b>16.25</b>	<b>16.65</b>
<b>Overscale</b>	<b>18.35</b>	<b>18.60</b>	<b>18.85</b>	<b>19.10</b>
	<b>19.24</b>	<b>19.49</b>	<b>19.74</b>	<b>19.99</b>
<b>Retroactive Increase</b>		<b>\$0.30</b>	<b>For all hours worked by existing employees since August 2000.</b>	

<b>General Merchandise Clerk</b>				
<b>Excluding Edmonton, Calgary and Lloydminster</b>				
	<b>Ratification</b>	<b>Aug-03</b>	<b>Aug-04</b>	<b>Aug-05</b>
<b>0</b>	<b>7.50</b>	<b>7.70</b>	<b>7.90</b>	<b>8.10</b>
<b>500</b>	<b>7.63</b>	<b>7.83</b>	<b>8.03</b>	<b>8.23</b>
<b>1000</b>	<b>7.77</b>	<b>7.97</b>	<b>8.17</b>	<b>8.37</b>
<b>1500</b>	<b>7.90</b>	<b>8.10</b>	<b>8.30</b>	<b>8.50</b>
<b>2000</b>	<b>8.03</b>	<b>8.23</b>	<b>8.43</b>	<b>8.63</b>
<b>2500</b>	<b>8.17</b>	<b>8.37</b>	<b>8.57</b>	<b>8.77</b>
<b>3000</b>	<b>8.40</b>	<b>8.60</b>	<b>8.80</b>	<b>9.00</b>
<b>3500</b>	<b>8.63</b>	<b>8.83</b>	<b>9.03</b>	<b>9.23</b>
<b>4000</b>	<b>8.87</b>	<b>9.07</b>	<b>9.27</b>	<b>9.47</b>
<b>4500</b>	<b>9.10</b>	<b>9.30</b>	<b>9.50</b>	<b>9.70</b>
<b>5000</b>	<b>9.33</b>	<b>9.53</b>	<b>9.73</b>	<b>9.93</b>
<b>5500</b>	<b>9.57</b>	<b>9.77</b>	<b>9.97</b>	<b>10.17</b>
<b>6000</b>	<b>9.80</b>	<b>10.00</b>	<b>10.20</b>	<b>10.40</b>
<b>6500</b>	<b>10.03</b>	<b>10.23</b>	<b>10.43</b>	<b>10.63</b>
<b>7000</b>	<b>10.27</b>	<b>10.47</b>	<b>10.67</b>	<b>10.87</b>
<b>Overscale</b>	<b>12.45</b>	<b>12.70</b>	<b>12.95</b>	<b>13.20</b>
			existing employees since <b>August 2000.</b>	

	<b>Ratification</b>	<b>Aug-03</b>	<b>Aug-04</b>	<b>Aug-05</b>
<b>0</b>	<b>9.00</b>	<b>9.20</b>	<b>9.40</b>	<b>9.60</b>
<b>500</b>	<b>9.30</b>	<b>9.50</b>	<b>9.70</b>	<b>9.90</b>
<b>1000</b>	<b>9.60</b>	<b>9.80</b>	<b>10.00</b>	<b>10.20</b>
<b>1500</b>	<b>10.00</b>	<b>10.20</b>	<b>10.40</b>	<b>10.60</b>
<b>2000</b>	<b>10.50</b>	<b>10.70</b>	<b>10.90</b>	<b>11.10</b>
<b>2500</b>	<b>11.00</b>	<b>11.20</b>	<b>11.40</b>	<b>11.60</b>
<b>3000</b>	<b>11.50</b>	<b>11.70</b>	<b>11.90</b>	<b>12.10</b>
<b>3500</b>	<b>12.00</b>	<b>12.20</b>	<b>12.40</b>	<b>12.60</b>
<b>4000</b>	<b>12.50</b>	<b>12.70</b>	<b>12.90</b>	<b>13.10</b>
<b>4500</b>	<b>13.00</b>	<b>13.20</b>	<b>13.40</b>	<b>13.60</b>
<b>5000</b>	<b>13.50</b>	<b>13.70</b>	<b>13.90</b>	<b>14.10</b>
<b>5500</b>	<b>14.00</b>	<b>14.20</b>	<b>14.40</b>	<b>14.60</b>
<b>6000</b>	<b>14.50</b>	<b>14.70</b>	<b>14.90</b>	<b>15.10</b>
<b>6500</b>	<b>15.00</b>	<b>15.20</b>	<b>15.40</b>	<b>15.60</b>
<b>7000</b>	<b>15.50</b>	<b>15.70</b>	<b>15.90</b>	<b>16.10</b>
<b>7500</b>	<b>17.35</b>	<b>17.85</b>	<b>18.25</b>	<b>18.65</b>
<b>Overscale</b>	<b>19.69</b>	<b>19.94</b>	<b>20.19</b>	<b>20.44</b>
	<b>20.50</b>	<b>20.75</b>	<b>21.00</b>	<b>21.25</b>
<b>Retroactive Increase</b>		<b>\$0.30</b>	<b>For all hours worked by existing employees since August 2000.</b>	

<b>Courtesy Clerk</b>				
<b>Including Editor</b>		<b>ILL</b>		
	<b>Rate</b>	<b>03</b>		<b>5</b>
<b>0</b>	<b>7.00</b>	<b>7.20</b>	<b>7.40</b>	<b>7.60</b>
<b>500</b>	<b>7.20</b>	<b>7.40</b>	<b>7.60</b>	<b>7.80</b>
<b>1000</b>	<b>7.40</b>	<b>7.60</b>	<b>7.80</b>	<b>8.00</b>
<b>1500</b>	<b>7.70</b>	<b>7.90</b>	<b>8.10</b>	<b>8.30</b>
<b>2000</b>	<b>8.10</b>	<b>8.30</b>	<b>8.50</b>	<b>8.70</b>
<b>2500</b>	<b>8.50</b>	<b>8.70</b>	<b>8.90</b>	<b>9.10</b>
<b>3000</b>	<b>8.90</b>	<b>9.10</b>	<b>9.30</b>	<b>9.50</b>
<b>3500</b>	<b>9.30</b>	<b>9.50</b>	<b>9.70</b>	<b>9.90</b>
<b>4000</b>	<b>9.70</b>	<b>9.90</b>	<b>10.10</b>	<b>10.30</b>
<b>4160 +</b>	<b>10.60</b>	<b>10.85</b>	<b>11.10</b>	<b>11.35</b>
<b>Retroactive Increase</b>		<b>\$0.30</b>	<b>For all hours worked by existing employees since August 2000.</b>	



	Ratification	Aug-03	Aug-04	Aug-05
<b>0</b>	<b>7.50</b>	<b>7.70</b>	<b>7.90</b>	<b>8.10</b>
<b>500</b>	<b>7.70</b>	<b>7.90</b>	<b>8.10</b>	<b>8.30</b>
<b>1000</b>	<b>7.90</b>	<b>8.10</b>	<b>8.30</b>	<b>8.50</b>
<b>1500</b>	<b>8.10</b>	<b>8.30</b>	<b>8.50</b>	<b>8.70</b>
<b>2000</b>	<b>8.30</b>	<b>8.50</b>	<b>8.70</b>	<b>8.90</b>
<b>2500</b>	<b>8.50</b>	<b>8.70</b>	<b>8.90</b>	<b>9.10</b>
<b>3000</b>	<b>8.70</b>	<b>8.90</b>	<b>9.10</b>	<b>9.30</b>
<b>3500</b>	<b>8.90</b>	<b>9.10</b>	<b>9.30</b>	<b>9.50</b>
<b>4000</b>	<b>9.10</b>	<b>9.30</b>	<b>9.50</b>	<b>9.70</b>
<b>4500</b>	<b>9.30</b>	<b>9.50</b>	<b>9.70</b>	<b>9.90</b>
<b>5000</b>	<b>9.50</b>	<b>9.70</b>	<b>9.90</b>	<b>10.10</b>
<b>5500</b>	<b>9.70</b>	<b>9.90</b>	<b>10.10</b>	<b>10.30</b>
<b>6000</b>	<b>9.90</b>	<b>10.10</b>	<b>10.30</b>	<b>10.50</b>
<b>6500</b>	<b>10.10</b>	<b>10.30</b>	<b>10.50</b>	<b>10.70</b>
<b>7000</b>	<b>10.30</b>	<b>10.50</b>	<b>10.70</b>	<b>10.90</b>
<b>7500</b>	<b>10.50</b>	<b>10.75</b>	<b>11.00</b>	<b>11.25</b>
Retroactive Increase		<b>\$0.30</b>	For all hours worked by existing employees since August 2000.	

<b>Rx Tech Rate Scale</b>				
<b>Excluding Edmonton, Calgary and Lloydminster</b>				
	<b>Ratification</b>	<b>Aug-03</b>	<b>Aug-04</b>	<b>Aug-05</b>
<b>0</b>	<b>7.50</b>	<b>7.70</b>	<b>7.90</b>	<b>8.10</b>
<b>500</b>	<b>7.73</b>	<b>7.93</b>	<b>8.13</b>	<b>8.33</b>
<b>1000</b>	<b>7.97</b>	<b>8.17</b>	<b>8.37</b>	<b>8.57</b>
<b>1500</b>	<b>8.20</b>	<b>8.40</b>	<b>8.60</b>	<b>8.80</b>
<b>2000</b>	<b>8.43</b>	<b>8.63</b>	<b>8.83</b>	<b>9.03</b>
<b>2500</b>	<b>8.67</b>	<b>8.87</b>	<b>9.07</b>	<b>9.27</b>
<b>3000</b>	<b>8.90</b>	<b>9.10</b>	<b>9.30</b>	<b>9.50</b>
<b>3500</b>	<b>9.13</b>	<b>9.33</b>	<b>9.53</b>	<b>9.73</b>
<b>4000</b>	<b>9.37</b>	<b>9.57</b>	<b>9.77</b>	<b>9.97</b>
<b>4500</b>	<b>9.60</b>	<b>9.80</b>	<b>10.00</b>	<b>10.20</b>
<b>5000</b>	<b>9.83</b>	<b>10.03</b>	<b>10.23</b>	<b>10.43</b>
<b>5500</b>	<b>10.07</b>	<b>10.27</b>	<b>10.47</b>	<b>10.67</b>
<b>60(I0</b>	<b>10.30</b>	<b>10.50</b>	<b>10.70</b>	<b>10.90</b>
<b>65(I0</b>	<b>10.53</b>	<b>10.73</b>	<b>10.93</b>	<b>11.13</b>
<b>70(I0</b>	<b>10.77</b>	<b>10.97</b>	<b>11.17</b>	<b>11.37</b>
<b>7500</b>	<b>11.75</b>	<b>12.00</b>	<b>12.25</b>	<b>12.50</b>

<b>HMR Clerk</b>				
	<b>Ratification</b>	<b>Aug-03</b>	<b>Aug-04</b>	<b>Aug-05</b>
<b>0</b>	<b>7.50</b>	<b>7.70</b>	<b>7.90</b>	<b>8.10</b>
<b>500</b>	<b>7.72</b>	<b>7.92</b>	<b>8.12</b>	<b>8.32</b>
<b>1000</b>	<b>7.93</b>	<b>8.13</b>	<b>8.33</b>	<b>8.53</b>
<b>1500</b>	<b>8.24</b>	<b>8.44</b>	<b>8.64</b>	<b>8.84</b>
<b>2000</b>	<b>8.65</b>	<b>8.85</b>	<b>9.05</b>	<b>9.25</b>
<b>2500</b>	<b>9.06</b>	<b>9.26</b>	<b>9.46</b>	<b>9.66</b>
<b>3000</b>	<b>9.47</b>	<b>9.67</b>	<b>9.87</b>	<b>10.07</b>
<b>3500</b>	<b>9.88</b>	<b>10.08</b>	<b>10.28</b>	<b>10.48</b>
<b>4000</b>	<b>10.29</b>	<b>10.49</b>	<b>10.69</b>	<b>10.89</b>
<b>4500</b>	<b>10.52</b>	<b>10.72</b>	<b>10.92</b>	<b>11.12</b>
<b>5000</b>	<b>10.93</b>	<b>11.13</b>	<b>11.33</b>	<b>11.53</b>
<b>5500</b>	<b>11.34</b>	<b>11.54</b>	<b>11.74</b>	<b>11.94</b>
<b>6000</b>	<b>11.75</b>	<b>11.95</b>	<b>12.15</b>	<b>12.35</b>
<b>6500</b>	<b>12.16</b>	<b>12.36</b>	<b>12.56</b>	<b>12.76</b>
<b>7000</b>	<b>12.57</b>	<b>12.77</b>	<b>12.97</b>	<b>13.17</b>
<b>7500</b>	<b>13.30</b>	<b>13.80</b>	<b>14.20</b>	<b>14.60</b>
<b>Retroactive Increase</b>		<b>\$0.30</b>	<b>For all hours worked by existing employees since August 2000.</b>	

<b>Food Service Clerk</b>				
<b>Lloydminster</b>				
	<b>Ratification</b>	<b>Aug-03</b>	<b>Aug-04</b>	<b>Aug-05</b>
<b>0</b>	<b>7.50</b>	<b>7.70</b>	<b>7.90</b>	<b>8.10</b>
<b>500</b>	<b>7.67</b>	<b>7.87</b>	<b>8.07</b>	<b>8.27</b>
<b>1000</b>	<b>7.83</b>	<b>8.03</b>	<b>8.23</b>	<b>8.43</b>
<b>1500</b>	<b>8.10</b>	<b>8.30</b>	<b>8.50</b>	<b>8.70</b>
<b>2000</b>	<b>8.47</b>	<b>8.67</b>	<b>8.87</b>	<b>9.07</b>
<b>2500</b>	<b>8.83</b>	<b>9.03</b>	<b>9.23</b>	<b>9.43</b>
<b>3000</b>	<b>9.20</b>	<b>9.40</b>	<b>9.60</b>	<b>9.80</b>
<b>3500</b>	<b>9.57</b>	<b>9.77</b>	<b>9.97</b>	<b>10.17</b>
<b>4000</b>	<b>9.93</b>	<b>10.13</b>	<b>10.33</b>	<b>10.53</b>
<b>4500</b>	<b>10.30</b>	<b>10.50</b>	<b>10.70</b>	<b>10.90</b>
<b>5000</b>	<b>10.67</b>	<b>10.87</b>	<b>11.07</b>	<b>11.27</b>
<b>5500</b>	<b>11.03</b>	<b>11.23</b>	<b>11.43</b>	<b>11.63</b>
<b>6000</b>	<b>11.40</b>	<b>11.60</b>	<b>11.80</b>	<b>12.00</b>
<b>6500</b>	<b>11.77</b>	<b>11.97</b>	<b>12.17</b>	<b>12.37</b>
<b>7000</b>	<b>12.13</b>	<b>12.33</b>	<b>12.53</b>	<b>12.73</b>
<b>7500</b>	<b>13.85</b>	<b>14.35</b>	<b>14.75</b>	<b>15.15</b>
<b>Overscale</b>	<b>15.95</b>	<b>16.20</b>	<b>16.45</b>	<b>16.70</b>
	<b>16.59</b>	<b>16.84</b>	<b>17.09</b>	<b>17.34</b>
<b>Retroactive Increase</b>		<b>\$0.30</b>	<b>For all hours worked by existing employees since August 2000.</b>	

<b>General Merchandise Clerk</b>				
<b>Lloydminster</b>				
	<b>Ratification</b>	<b>Aug-03</b>	<b>Aug-04</b>	<b>Aug-05</b>
<b>0</b>	<b>7.50</b>	<b>7.70</b>	<b>7.90</b>	<b>8.10</b>
<b>500</b>	<b>7.63</b>	<b>7.83</b>	<b>8.03</b>	<b>8.23</b>
<b>1000</b>	<b>7.77</b>	<b>7.97</b>	<b>8.17</b>	<b>8.37</b>
<b>1500</b>	<b>7.90</b>	<b>8.10</b>	<b>8.30</b>	<b>8.50</b>
<b>2000</b>	<b>8.03</b>	<b>8.23</b>	<b>8.43</b>	<b>8.63</b>
<b>2500</b>	<b>8.17</b>	<b>8.37</b>	<b>8.57</b>	<b>8.77</b>
<b>3000</b>	<b>8.40</b>	<b>8.60</b>	<b>8.80</b>	<b>9.00</b>
<b>3500</b>	<b>8.63</b>	<b>8.83</b>	<b>9.03</b>	<b>9.23</b>
<b>4000</b>	<b>8.87</b>	<b>9.07</b>	<b>9.27</b>	<b>9.47</b>
<b>4500</b>	<b>9.10</b>	<b>9.30</b>	<b>9.50</b>	<b>9.70</b>
<b>5000</b>	<b>9.33</b>	<b>9.53</b>	<b>9.73</b>	<b>9.93</b>
<b>5500</b>	<b>9.57</b>	<b>9.77</b>	<b>9.97</b>	<b>10.17</b>
<b>6000</b>	<b>9.80</b>	<b>10.00</b>	<b>10.20</b>	<b>10.40</b>
<b>6500</b>	<b>10.03</b>	<b>10.23</b>	<b>10.43</b>	<b>10.63</b>
<b>7000</b>	<b>10.27</b>	<b>10.47</b>	<b>10.67</b>	<b>10.87</b>
<b>7500</b>	<b>11.25</b>	<b>11.50</b>	<b>11.75</b>	<b>12.00</b>
<b>Overscale</b>	<b>12.45</b>	<b>12.70</b>	<b>12.95</b>	<b>13.20</b>
<b>Retroactive Increase</b>		<b>\$0.30</b>	<b>For all hours worked by existing employees since</b>	

<b>Meat Cutters &amp; Bakers</b>				
<b>Lloydminster</b>				
	<b>Ratification</b>	<b>Aug-03</b>	<b>Aug-04</b>	<b>Aug-05</b>
<b>0</b>	<b>9.00</b>	<b>9.20</b>	<b>9.40</b>	<b>9.60</b>
<b>500</b>	<b>9.17</b>	<b>9.37</b>	<b>9.57</b>	<b>9.77</b>
<b>1000</b>	<b>9.33</b>	<b>9.53</b>	<b>9.73</b>	<b>9.93</b>
<b>1500</b>	<b>9.60</b>	<b>9.80</b>	<b>10.00</b>	<b>10.20</b>
<b>2000</b>	<b>9.97</b>	<b>10.17</b>	<b>10.37</b>	<b>10.57</b>
<b>2500</b>	<b>10.33</b>	<b>10.53</b>	<b>10.73</b>	<b>10.93</b>
<b>3000</b>	<b>10.70</b>	<b>10.90</b>	<b>11.10</b>	<b>11.30</b>
<b>3500</b>	<b>11.07</b>	<b>11.27</b>	<b>11.47</b>	<b>11.67</b>
<b>4000</b>	<b>11.43</b>	<b>11.63</b>	<b>11.83</b>	<b>12.03</b>
<b>4500</b>	<b>11.80</b>	<b>12.00</b>	<b>12.20</b>	<b>12.40</b>
<b>5000</b>	<b>12.17</b>	<b>12.37</b>	<b>12.57</b>	<b>12.77</b>
<b>5500</b>	<b>12.53</b>	<b>12.73</b>	<b>12.93</b>	<b>13.13</b>
<b>6000</b>	<b>12.90</b>	<b>13.10</b>	<b>13.30</b>	<b>13.50</b>
<b>6500</b>	<b>13.27</b>	<b>13.47</b>	<b>13.67</b>	<b>13.87</b>
<b>7000</b>	<b>13.63</b>	<b>13.83</b>	<b>14.03</b>	<b>14.23</b>
<b>7500</b>	<b>15.35</b>	<b>15.85</b>	<b>16.25</b>	<b>16.65</b>
<b>Overscale</b>	<b>17.22</b>	<b>17.47</b>	<b>17.72</b>	<b>17.97</b>
	<b>17.86</b>	<b>18.11</b>	<b>18.36</b>	<b>18.61</b>
<b>Retroactive Increase</b>		<b>\$0.30</b>	<b>For all hours worked by existing employees since August 2000.</b>	

<b>Courtesy Clerk</b>				
<b>Lloydminster</b>				
	<b>Ratification</b>	<b>Aug-03</b>	<b>Aug-04</b>	<b>Aug-05</b>
<b>0</b>	<b>7.00</b>	<b>7.20</b>	<b>7.40</b>	<b>7.60</b>
<b>1000</b>	<b>7.24</b>	<b>7.44</b>	<b>7.64</b>	<b>7.84</b>
<b>1500</b>	<b>7.36</b>	<b>7.56</b>	<b>7.76</b>	<b>7.96</b>
<b>2000</b>	<b>7.48</b>	<b>7.68</b>	<b>7.88</b>	<b>8.08</b>
<b>2500</b>	<b>7.60</b>	<b>7.80</b>	<b>8.00</b>	<b>8.20</b>
<b>3000</b>	<b>7.82</b>	<b>8.02</b>	<b>8.22</b>	<b>8.42</b>
<b>3500</b>	<b>8.04</b>	<b>8.24</b>	<b>8.44</b>	<b>8.64</b>
<b>4000</b>	<b>8.26</b>	<b>8.46</b>	<b>8.66</b>	<b>8.86</b>
<b>4160 +</b>	<b>9.00</b>	<b>9.25</b>	<b>9.50</b>	<b>9.75</b>
<b>Retroactive Increase</b>		<b>\$0.30</b>	<b>For all hours worked by existing employees since August 2000.</b>	

<b>Liquor Store – All Employees on Combined Classification</b>				
<b>Lloydminster</b>				
	<b>Ratification</b>	<b>Aug-03</b>	<b>Aug-04</b>	<b>Aug-05</b>
<b>0</b>	<b>7.50</b>	<b>7.70</b>	<b>7.90</b>	<b>8.10</b>
<b>500</b>	<b>7.70</b>	<b>7.90</b>	<b>8.10</b>	<b>8.30</b>
<b>1000</b>	<b>7.90</b>	<b>8.10</b>	<b>8.30</b>	<b>8.50</b>
<b>1500</b>	<b>8.10</b>	<b>8.30</b>	<b>8.50</b>	<b>8.70</b>
<b>2000</b>	<b>8.30</b>	<b>8.50</b>	<b>8.70</b>	<b>8.90</b>
<b>2500</b>	<b>8.50</b>	<b>8.70</b>	<b>8.90</b>	<b>9.10</b>
<b>3000</b>	<b>8.70</b>	<b>8.90</b>	<b>9.10</b>	<b>9.30</b>
<b>3500</b>	<b>8.90</b>	<b>9.10</b>	<b>9.30</b>	<b>9.50</b>
<b>4000</b>	<b>9.10</b>	<b>9.30</b>	<b>9.50</b>	<b>9.70</b>
<b>4500</b>	<b>9.30</b>	<b>9.50</b>	<b>9.70</b>	<b>9.90</b>
<b>5000</b>	<b>9.50</b>	<b>9.70</b>	<b>9.90</b>	<b>10.10</b>
<b>5500</b>	<b>9.70</b>	<b>9.90</b>	<b>10.10</b>	<b>10.30</b>
<b>6000</b>	<b>9.90</b>	<b>10.10</b>	<b>10.30</b>	<b>10.50</b>
<b>6500</b>	<b>10.10</b>	<b>10.30</b>	<b>10.50</b>	<b>10.70</b>
<b>7000</b>	<b>10.30</b>	<b>10.50</b>	<b>10.70</b>	<b>10.90</b>
<b>7500</b>	<b>10.50</b>	<b>10.75</b>	<b>11.00</b>	<b>11.25</b>
<b>Retroactive Increase</b>		<b>\$0.30</b>	<b>For all hours worked by existing employees since August 2000.</b>	



	<b>Ratification</b>	<b>Aug-03</b>	<b>Aug-04</b>	<b>Aug-05</b>
<b>0</b>	<b>7.50</b>	<b>7.70</b>	<b>7.90</b>	<b>8.10</b>
<b>500</b>	<b>7.73</b>	<b>7.93</b>	<b>8.13</b>	<b>8.33</b>
<b>1000</b>	<b>7.97</b>	<b>8.17</b>	<b>8.37</b>	<b>8.57</b>
<b>1500</b>	<b>8.20</b>	<b>8.40</b>	<b>8.60</b>	<b>8.80</b>
<b>2000</b>	<b>8.43</b>	<b>8.63</b>	<b>8.83</b>	<b>9.03</b>
<b>2500</b>	<b>8.67</b>	<b>8.87</b>	<b>9.07</b>	<b>9.27</b>
<b>3000</b>	<b>8.90</b>	<b>9.10</b>	<b>9.30</b>	<b>9.50</b>
<b>3500</b>	<b>9.13</b>	<b>9.33</b>	<b>9.53</b>	<b>9.73</b>
<b>4000</b>	<b>9.37</b>	<b>9.57</b>	<b>9.77</b>	<b>9.97</b>
<b>4500</b>	<b>9.60</b>	<b>9.80</b>	<b>10.00</b>	<b>10.20</b>
<b>5000</b>	<b>9.83</b>	<b>10.03</b>	<b>10.23</b>	<b>10.43</b>
<b>5500</b>	<b>10.07</b>	<b>10.27</b>	<b>10.47</b>	<b>10.67</b>
<b>6000</b>	<b>10.30</b>	<b>10.50</b>	<b>10.70</b>	<b>10.90</b>
<b>6500</b>	<b>10.53</b>	<b>10.73</b>	<b>10.93</b>	<b>11.13</b>
<b>7000</b>	<b>10.77</b>	<b>10.97</b>	<b>11.17</b>	<b>11.37</b>
<b>7500</b>	<b>11.75</b>	<b>12.00</b>	<b>12.25</b>	<b>12.50</b>

## Appendix "B"

### Pension:

The Employer agrees to participate in and contribute to the CANADIAN COMMERCIAL WORKERS' INDUSTRY PENSION PLAN.

**The Employer agrees to increase the level of contribution in the Canadian Commercial Workers' Industry Pension Plan as negotiated in the Master Agreement.**

**Effective January 2001 – Seventy-five (\$0.75) cents per hour**

**Effective January 2003 – Seventy-eight (\$0.78) cents per hour**

**Effective January 2004 – Eighty-one (\$0.81) cents per hour**

**Effective January 2005 – Eighty-five (\$0.85) cents per hour**

Contributions, along with a list of employees for whom they have been made, the amount of the weekly contribution for each employee, and the number of hours worked or paid according to the above, shall be forwarded by the Employer within the twenty-one (21) days after the close of the Employer's four (4) or five (5) week accounting period. The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.

Appendix "C"


**Education & Training Fund**

The Employer agrees to make a contribution to the United Food & Commercial Workers **Local 401** Education and Training Fund of three (\$.03) cents per hour for each hour that the Employer pays dental contributions on, as per Article 35. The Employer will commence payment the first accounting period following ratification.

The Employer agrees to increase the contribution to four (\$.04) cents per hour if said increase is negotiated at another major retailer certified by U.F.C.W., Local 401, in the City of Lloydminster.

For The Company:

  
\_\_\_\_\_

  
\_\_\_\_\_

Tiffany Voalby  
\_\_\_\_\_

\_\_\_\_\_

For The Union:

  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Letters of Understanding

### 1. Voluntary Training

Upon completion of the front end training period, successful employees will be paid for voluntary training hours at the starting rate in their classification.

### 2. Second Supervisor

The parties agree that a second supervisor may be appointed and excluded under Article 1 in the following departments where the Employer determines it necessary for the proper operation of the business: Grocery, Bakery, Produce, Meat and Front End.

It is understood that the Employer shall retain its rights under Article 30.16.

A maximum of four (4) trainee supervisors may be appointed and trained in each store. The total number of supervisor trainees at any one time shall be limited to a maximum of sixteen (16) in the Province at any one time. The period of training shall not exceed six (6) months.

There shall be no reduction in part-time hours as a result of the Supervisor in training. The part-time hours calculation is to be based on hours over the previous three (3) months. The parties recognize that hours may fluctuate due to other reasons such as seasonal changes in business, availability changes, etc.

A Supervisor in training who knows all there is to know about stocking, baking, cutting meat, etc., should only be trained in the other aspects of the Supervisor's job.

### 3. Olfa Knives

Upon request, the Employer agrees to issue an olfa knife to any

employee whose job requires the use of a knife. Replacement blades shall be provided upon request. Should the Employer determine that continued use of such knives poses a health and safety threat, the Employer will bring the matter to the attention of the Health and Safety Committee.

#### **4. Vacation Calculation – Part-time to Full-time**

As per Article 18.18, when a part-time employee proceeds to full-time, they shall have their vacation date adjusted according to the following procedure:

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.

#### **5. Call-In**

It is understood that the following interpretation shall apply to Article 30.10.

##### **Article 30.10**

In the event an employee is to be called in to work hours that he has not been scheduled to work, any employee may be called for any shift, provided that at the end of the particular week, the comparative

number of hours of part-time employees is consistent with the seniority and availability of others in the department.

## 6. Clarification Language on Scheduling

1. The parties agree that employees who are available anytime (unrestricted) as per Article 30.11, shall be scheduled a minimum of four (4) more hours on a weekly basis than employees in the same department scheduling group who choose to restrict their availability. Senior available anytime employees will be scheduled as many or more hours than junior available anytime employees on a weekly basis.
2. Within the department scheduling group, hours will be scheduled to restricted employees on a weekly basis subject to seniority and availability. Senior restricted employees will be scheduled as many or more hours than junior restricted employees on a weekly basis except when the senior restricted employee ~~is~~ not available (or does not have the ability) to work the **shift(s)** assigned to the junior restricted employee.
3. In the event an employee is to be called in to work hours that he has not been scheduled to work, any employee may be called for any shift, provided that at the end of the particular week, the comparative number of hours of part-time employees is consistent with the seniority and availability of others in the department.

## 7. Guarantee of hours

- a. For the purpose of calculating the guarantee of hours in the Front End, it is agreed that there are four (4) departments:
  1. Front End

2. **Cash Office**
3. **Customer Service**
4. **Courtesy Clerks**

b. The number of employees entitled to a minimum guarantee of hours of twenty-five (25), twenty-one (21), or seventeen (17) hours, is to be calculated according to a formula. For example:

Eligible Employees	# in "Group"	Hours Received by "Group"		
		25 Hours	21 Hours	17 Hours
1	0	-	-	-
2	1	1	-	-
3	1	1	-	-
4	1	1	-	-
5	1	1	-	-
6	2	1	1	-
7	2	1	1	-
8	2	1	1	-
9	2	1	1	-
10	3	1	1	1
11	3	1	1	1
12	4	1	1	2
13	4	1	1	2
14	4	1	1	2
15	5	2	2	1
16	5	2	2	1
17	5	2	2	1
18-20	6	2	2	2
21-23	7	2	2	3
24-26	8	3	3	2
27-29	9	3	3	3
30-32	10	3	3	4
33-35	11	4	4	3
36-38	12	4	4	4

<b>39-41</b>	<b>13</b>	<b>4</b>	<b>4</b>	<b>5</b>
<b>42-44</b>	<b>14</b>	<b>5</b>	<b>5</b>	<b>4</b>
<b>45-47</b>	<b>15</b>	<b>5</b>	<b>5</b>	<b>5</b>
<b>48-50</b>	<b>16</b>	<b>5</b>	<b>5</b>	<b>6</b>
<b>51-53</b>	<b>17</b>	<b>6</b>	<b>6</b>	<b>5</b>
<b>54-56</b>	<b>18</b>	<b>6</b>	<b>6</b>	<b>6</b>
<b>60-62</b>	<b>20</b>	<b>7</b>	<b>7</b>	<b>6</b>
<b>63-65</b>	<b>21</b>	<b>7</b>	<b>7</b>	<b>7</b>

**8. Meat and Bakery Scheduling**

It is understood that the existing practice of separating the production classifications from the sales classifications will be maintained for the purposes of seniority and scheduling.

**9. FTP Internet Files**

The Company agrees to provide updated address listings via FTP internet file. Automatic updates will be available once per period as per the Company's period calendar.

**10. Anti-Fatigue Mats**

The parties recognize the need for effective anti-fatigue mats to be placed at check-stands, customer service and in appropriate production areas.

Within twelve (12) weeks following ratification, the Union and the Company will complete a comparative study of one (1) or two (2) mats recommended by the Union and one (1) or two (2) mats recommended by the Company.

If the Union and the Company cannot agree on the most suitable mat to use at the end of the twelve (12) week period, the matter shall be referred to an arbitrator who shall render a decision within four (4) weeks of the conclusion of the hearing. The



arbitrator's consideration shall be limited to issues of effectiveness in reducing fatigue, durability, cost and employee preference.

In the event the selected mat is no longer available or the cost increases substantially, the Company reserves the right to source alternative suppliers of a similarly effective mat.

## 11. Personal Harassment

The Employer agrees that **employee's**, the people who are a vital part of success, must be treated with dignity, respect and fairness appropriate in the circumstances.

The parties agree that allegations of inappropriate conduct may be grieved under Article **31**. If the parties cannot resolve the issue through the grievance procedure, the matter may be referred to an arbitrator under Article **32**. In the event the arbitrator finds that a violation of this letter has occurred, **he/she** will be limited to referring the case to the following dispute resolution process.

1. The matter will be referred to a mediator from an agreed list of suitable mediators.
2. If the matter is not resolved through direct mediation, the mediator will write a report outlining his view of the matter and make recommendations for a resolution.
3. Individuals identified through the process as having engaged in inappropriate conduct will be retrained or appropriately disciplined as determined by the Employer.

## 12. H<sub>2</sub>O

Cashiers may elect to bring a bottle of water to their lane while working under the following conditions:

1. The bottle is a “President’s **Choice**” brand.
2. The size is **500 ml** or smaller.
3. The bottle is stored under the counter.
4. The cashier exercises common courtesy with customers when consuming water.

### 13. Clothing and Footwear

When the Employer implements a uniform shirt, the following will apply. The Employer agrees to:

- a. Provide two (2) shirts to available anytime employees;
- b. Provide one (1) shirt to restricted employees.

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

Employees are required to maintain their shirts in a clean and presentable condition. Any additional shirts required by the employee can be purchased from the Employer at a cost not to exceed twelve (\$12.00) dollars per shirt.

If in future, subsequent to the Employer implementing uniform shirts, the Employer changes the policy and no longer provides shirts, it will provide a one ~~time~~ payment of **fifty** (\$50.00) dollars to available anytime employees and **twenty-five** (\$25.00) dollars to restricted employees for the purchase of new required clothing.

### 14. Safety Footwear

Full-time Receivers who are required to wear steel-toed safety footwear will be paid an allowance of **fifty** (\$50.00) dollars per year toward the cost.

15. Full-Time Positions

1. The Employer agrees to maintain a full-time percentage guarantee for each store outside of Edmonton and Calgary, which shall be the same as the average full-time percentage that existed in 1994 in Medicine Hat, Grande Prairie, Red Deer and Lloydminster.

For the purposes of calculation. Trusteed Dental Plan Hours. (excluding Courtesy Clerks) shall be used. A full-time employee will be considered to work thirty-seven (37) hours per week.

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

16. Real Canadian Liquor Store

The parties agree that the terms and conditions of the existing urban and rural Collective Agreements will apply to employees working in the Real Canadian Liquor Stores located on Real **Canadian Superstore parking lots in the Province of Alberta** subject to the following terms:

A manager and one **(1)** department supervisor at each location shall be excluded from the bargaining unit. Future departments shall be subject to Article **30.16** of the urban Agreement and Article **30.13** of the rural Collective Agreement.

Seniority of Liquor Store employees shall be considered separate and distinct from other employees under the Superstore Agreement. In the event a Liquor Store is closed or a Liquor Store employee is laid off and receives zero hours for four (4) weeks, they shall be able to exercise their seniority into the nearest Superstore as per Article **30**.

When key holder responsibilities are required, one **(1)** employee

shall be designated by the Employer as a Coordinator and shall be paid a premium of forty (\$0.40) cents per hour for all hours worked as the Coordinator.

Existing key holders at ratification shall move to the next highest rate on the combined scale and be credited with the corresponding number of hours on the combined scale.

In the event that there is a full-time bargaining unit employee appointed in some stores, that employee must be able to perform the responsibilities of a coordinator.

**17. Seniority Guarantee**

Employees who are in the employ of the Company on the ratification date **2002** and who work or will work in departments with three (**3**) employees or less, if eligible, shall receive guarantee of hours as follows:

Notwithstanding **30.14** (a) and (b) the following shall apply. The senior one third (**1/3<sup>rd</sup>**) of unrestricted employees in a department shall hereafter be called “**the Group**” and be scheduled as follows:

- i. the senior one-third (**1/3<sup>rd</sup>**) of “**the Group**” shall receive twenty-five (**25**) hours or better;
- ii. the next most senior one-third (**1/3<sup>rd</sup>**) of “**the Group**” shall receive twenty-one (**21**) hours or better;
- iii. the least senior one-third (**1/3<sup>rd</sup>**) of “**the Group**” shall receive seventeen (**17**) hours or better.

Restricted employees shall not qualify to be scheduled under this section.

**For The Company:**

*[Handwritten signature]*

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*[Handwritten signature]*

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*Tiffany Woodrey*

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**For The Union:**

*Theresa McLaw*

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**Schedule "B" – Buyout Option**

The Employer will make available to all Service Clerks earning \$15.00 or more, a voluntary buyout as per the following Buyout Schedule. The employees accepting the buyout shall be deemed to have terminated their services with the Employer and will have no right of recall or re-employment with the Employer. Calculation of the amount of the buyout as indicated below shall be based on a calculation of average weekly hours. For this purpose, the average number of hours will be based on hours worked or paid over the previous fifty-two (52) weeks prior to the buyout offer. Periods of time during which an employee was on maternity leave, parental leave, adoption leave or WCB benefits, will not be counted as time worked for the purpose of calculating the average. The Employer reserves the right to make the final determination as to the number of employees who may participate in the program and their departure dates.


<b>Buyout Schedule: Average Hours</b>					
<b>Current Wage Rate</b>	<b>0 – 7.99</b>	<b>8 – 15.99</b>	<b>16 – 23.99</b>	<b>24 – 31.99</b>	<b>32+</b>
<b>\$15.00 – 15.99</b>	<b>\$2,936</b>	<b>\$6,609</b>	<b>\$9,930</b>	<b>\$12,899</b>	<b>\$15,171</b>
<b>\$16.00 – 16.99</b>	<b>\$3,248</b>	<b>\$7,337</b>	<b>\$11,074</b>	<b>\$14,459</b>	<b>\$17,095</b>
<b>\$17.00 – 17.99</b>	<b>\$3,560</b>	<b>\$8,065</b>	<b>\$12,218</b>	<b>\$16,019</b>	<b>\$19,019</b>
<b>\$18.00 +</b>	<b>\$3,866</b>	<b>\$8,778</b>	<b>\$13,339</b>	<b>\$17,548</b>	<b>\$20,904</b>

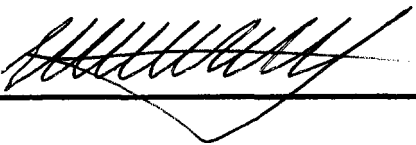
Letter of Understanding

The Employer (The Real Canadian Superstore) agrees that it will voluntarily recognize the UFCW Local 401 to represent its employees in the Province of Alberta. Upon opening new Superstores in the Province of Alberta, other than Edmonton and Calgary, the Employer will recognize UFCW Local 401 as exclusive bargaining agent of the new store employees and upon ratification by the employees, this current Collective Agreement shall apply.

New Superstores opened in Edmonton or Calgary shall be covered by the Collective Agreement in effect for the stores in those areas.

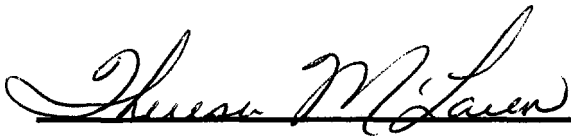
For The Company:

  
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Tiffany Woodberg  
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For The Union:

  
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## Personal Assurance of Full-Time Employment

Subject to an agreement on a six (6) year term from the date of expiry, the Company is prepared to renew the "Personal Assurance of Full-time Employment" letter. This would apply to all employees in Red Deer, Medicine Hat, Grande Prairie, Lloydminster, Fort McMurray and Camrose who are full-time as of the date of ratification. Schedule "C" shall be revised to constitute the assured group. This assurance of full-time employment shall continue for the duration of the next Collective Agreement.

The assurance of full-time employment will not apply in the case of just cause dismissal unless reinstated by arbitration or agreement between the Company and the Union. In the event of the closure of a store in a one-store town, full-time employees would have to move to another location in another town in order to maintain full-time employment. The assurance of full-time employment will not apply in the case of an assistant supervisor going to part-time status as a result of not accepting a supervisory position.

Employees who are promoted to full-time within three (3) months of ratification as a result of the buyout program will have their name added to Schedule "C" of the assured group.

This letter of Agreement is part of the Collective Agreement and will expire in the year 2006 when the current Collective Bargaining Agreement expires.



## Schedule "C" - Full-Time Employees

### Full-Time Employees Outside Edmonton And Calgary

<b>Employee #</b>	<b>Employee Name</b>	<b>Department</b>
77494	Alexander, Bonnie	Service Clerk - Meat Sales
53667	Ambrosi, Dean	Service Clerk - Grocery
51715	Atkins, Richard	Service Clerk - Grocery
54782	Baker, Jason	Service Clerk - Receiver
76645	Belcourt, Mark	Service Clerk - Grocery
85734	Blower, Brent	Baker
73290	Brenneis, Joyce Lynn	Assistant Photo/Audio Sup.
54143	Brown, Jared	Assistant Produce Supervisor
70137	Cheema, Kamal Jeet Kaur	Service Clerk - Produce
54096	Clapa, Adrien	Assistant Photo/Audio Sup.
70735	Comer, Linda	Service Clerk - Grocery
72173	Deacon, Gisele	Assistant Bakery Supervisor
55908	Dockrell, Judy	RX Tech
83546	Drewe, David	Meat Cutter
81337	Duller, Alexander	Meat Cutter
55598	Eirich, Kevin	Meat Cutter
76854	Fulmbk, Cheryl	Assistant Deli Supervisor
86379	Gale, Carol Ann	Baker
73803	Gauthier, Janice D.	Assistant Housewares Sup.
58934	Goldring, Trevor	Service Clerk - Grocery
53631	Graystone, Charles T.	Assistant Leisure Supervisor
64186	Grebning, Kathy	Assistant Front End Supervisor
85815	Hancock, Janine	Service Clerk - Meat Sales
85760	Hand, Clint	Service Clerk - Grocery
77810	Harper, Laura	Service Clerk - Grocery
78233	Hauck, Beata	Baker
53665	Keck, Brent	Service Clerk - Grocery
72594	Hemmingsen, Cynthia	Assistant Apparel Supervisor
52320	Herbert, Wendy	Assistant Deli Supervisor
76458	Hippe, Tylar J.	Meat Cutter

<b>Employee #</b>	<b>Employee Name</b>	<b>Department</b>
<b>60005</b>	<b>Hollerbaum, Kelly</b>	<b>GM Clerk – NPA</b>
<b>71144</b>	Holloway, Mary L.	Assistant Front End Supervisor
<b>70091</b>	Horan, William	Service Clerk - Grocery
<b>71109</b>	Kelly, Jeana K.	Baker
<b>87533</b>	Kennedy, Ted	Meat Cutter
<b>76763</b>	Kenyon, Fred	Service Clerk - Grocery
<b>58207</b>	Kinvia, Stuart A.	Service Clerk - Produce
<b>53694</b>	Kirizopoulos, Demetre	Service Clerk - Receiver
<b>92499</b>	Kohoutek, Paul	Service Clerk - Produce
<b>50862</b>	Kraft, Kristie	Assistant Apparel Supervisor
<b>52457</b>	Kroetsch, Elaine	Service Clerk - Meat Sales
<b>78589</b>	Laurin, Tracy	Assistant Front End Supervisor
<b>58659</b>	Lam, Darin J.	Service Clerk - Receiver
<b>78266</b>	Loxam, Colin	Assistant Bakery Supervisor
<b>52543</b>	Lyng, Kelly	Assistant Front End Supervisor
<b>53947</b>	MacEachern, Judy	Service Clerk - Produce
<b>80784</b>	MacKinnon, Shawn K.	Service Clerk - Grocery
<b>52440</b>	McDonald, Sherry	Baker
<b>80527</b>	McGill, Warren	Service Clerk - Grocery
<b>58335</b>	McIntosh, James	Service Clerk - Grocery
<b>81701</b>	Mitchell, Wanda	Assistant Leisure Supervisor
<b>58344</b>	Mujanovic, Dzemila	Baker
<b>77839</b>	Nicolle, Rachel	Service Clerk - Produce
<b>53845</b>	Noble, Penny D.	Assistant Front End Supervisor
<b>71129</b>	Oates, Vanessa C.	Service Clerk - Produce
<b>71066</b>	Oatway, Jason	Service Clerk - Produce
<b>72451</b>	Perry, Cindy	Assistant Photo Supervisor
<b>59762</b>	Plawecki, Martin	Assistant Bakery Supervisor
<b>79403</b>	Prowse, Bonnie B.	Assistant Deli Supervisor
<b>85970</b>	Quesseth, Alexis	Assistant Apparel Supervisor
<b>79897</b>	Raskovic, Radmila	<b>GM Clerk - NPA</b>
<b>77050</b>	Reed, Chris H.	Service Clerk - Receiver
<b>84745</b>	Rodgers, Ian	Service Clerk - Grocery
<b>60006</b>	Saunders, Darren	Service Clerk - Receiver

<b>Employee #</b>	<b>Employee Name</b>	<b>Department</b>
<b>74220</b>	<b>Savard, Rochelle S.</b>	<b>Assistant Front End Supervisor</b>
<b>78122</b>	<b>Sellin, Trevor D.</b>	<b>Service Clerk - Meat Sales</b>
<b>74016</b>	Sherburne, Loretta S.	Service Clerk - Grocery
<b>55313</b>	Sorenson, Fred	Service Clerk - Grocery
<b>60100</b>	Spence, Neil	Service Clerk - Grocery
<b>73382</b>	Stanton, Karen M.	Assistant Meat Sales Sup.
<b>80528</b>	Stewart, Betty	Assistant Housewares Sup.
<b>50851</b>	Thomson, Chuck	Service Clerk - Grocery
<b>54158</b>	Tiffin, Dallas	Meat Cutter
<b>78720</b>	Tucker, Tanya L.	Assistant Leisure Supervisor
<b>75320</b>	Vacheresse, Barry	Service Clerk - Receiver
<b>55976</b>	Wallin, Robin J.	Baker
<b>74068</b>	Weathbrall, Jeremy	Service Clerk - Produce
<b>77815</b>	White, Anne	Assistant Deli Supervisor
<b>52675</b>	Wilson, Garry	Assistant Meat Supervisor
<b>63092</b>	Wilson, Lyle	Service Clerk - Grocery
<b>56131</b>	Wong, Sara	Assistant Housewares Sup.