# COLLECTIVE AGREEMENT

BETWEEN

# MEDICINE HAT CO-OP LIMITED (RETAIL)

AND

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

Renewal: July 19<sup>th</sup>, 2015

13527 (02)

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THIS COLLECTIVE AGREEMENT made this \_\_\_\_\_day of \_\_\_\_\_, A.D. 2012.

BETWEEN: MEDICINE HAT CO-OP LIMITED; a body corporate carrying on business in the City of Medicine Hat, Alberta, hereinafter to be referred to as "the Co-operative".

AND: UNITED FOOD **AND** COMMERCIAL WORKERS **CANADA** UNION, Local **No.** 401; hereinafter referred to as "the Union".

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

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

# Article 1 - Bargaining Agency

The Co-operative recognizes the Union as sole agency for the purpose of collective bargaining for all employees, whether full or part-time, employed in all outlets of the Medicine Hat Co-op owned and/or operated, leased or sub-leased, in the City of Medicine Hat and its adjacent suburbs, excluding the General Manager, Accountant, Hardware Manager, Furniture and Appliance Manager, Grocery Manager, Confidential Secretary, Service Station Manager, Service Centre Manager, Agronomist Manager, Gas Bar/Car Wash Manager, Human Resources/Training Manager, Foods Marketing Manager, Bakery Manager, Drug Manager, Bulk Petroleum Manager, Cafeteria Manager, Controller, Petroleum Division Manager, Store Manager, Produce Manager and all Meat Department employees.

# Article 2 - Union Shop

- 2.1 The Co-operative agrees to *maintain* in its employ within the bargaining unit, as outlined in this Agreement, only members of the Union in good standing. The Co-operative shall be free to hire new employees who are not members of the Union, provided said non-members, whether part-time or full-time employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.
- 2.2 The Co-operative agrees to provide each new employee at the time of employment, with a form letter outlining to the employee his or her responsibility in regard to Union Membership, and outlining the provisions of *Appendix "A" Credit for Previous Comparable Experience* of this Agreement and have each new employee sign a membership application form at the time of his/her hiring and provide the Union, in writing, with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire. The Union shall bear the expense of printing the letter. The contents of the letter to be such that it is acceptable to the Cooperative. The Co-operative further agrees to provide the Union, once a month, with a list containing the names of all employees who have terminated their employment during the previous month.

# Article 3 - Deduction of Union Dues

The Co-operative agrees to deduct from the wages of each employee upon proper authorization from the employee affected initiation fees and Union dues that are authorized **by the** Union. The Co-operative further agrees to automatically deduct Union Dues from the wages of all new employees. The employee shall within thirty (30) days after commencement of employment, provide the Co-operative with a signed authorization for such deductions. Monies deducted during any month shall be forwarded by the Co-operative to the Secretary-Treasurer of the Union no later than the tenth (10th) day of the following month accompanied by a written statement of the names of the employees from whom deductions were made and the amount of these deductions. **Upon mutual agreement, the Co-operative may submit the** 

# dues electronically in a manner acceptable to both parties.

# Article 4 - Co-operative Membership

All employees of the Co-operative covered by this Agreement shall become and maintain active membership within the Co-operative and to support the Co-operative to the best of their abilities.

#### Article 5 - Hours of Work - Work Schedule

#### 5.1 Basic Work Week

(a) The basic work week for regular full-time employees shall consist of forty (40) hours to be worked in five (5), eight (8) hour days as scheduled by the Co-operative. Employees will be scheduled two (2) days off per week exclusive of General Holidays.

The above paragraph does not apply to the Service Centre, Bulk Petroleum and Service Station. For these departments the basic work week for regular full-time employees shall consist of fortytwo and one half (42 1/2) hours to be worked in five (5) eight and one half (8 1/2) hour days as scheduled by the Co-operative.

- (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.
- (d) Full-Time Employees Days Off

The Co-operative will schedule full-time employees two (2) consecutive days off (Saturday-Sunday) once every four (4) weeks.

(e) No employee shall be required to work more than six (6) days in

succession in any period of time without being allowed to take a day off if he/she so desires.

#### 5.2 <u>Time Sheets</u>

The Co-operative shall provide either time clocks or time sheets to enable employees to record their time for payroll purposes. Employees shall record their own time at the time they start and finish work and the time they commence and return from meal periods.

Where time sheets are used, employees will record their time in ink. Union Representatives shall *upon request, review and get copies of time sheets. Employees' seniority dates shall be placed on the weekly work schedule, beside their names.* 

Any employee who fails to properly record all time worked or violates this section shall be penalized as follows:

First Violation:One (1) week suspension without paySecond Violation:Two (2) weeks suspension without payThird Violation:Termination of employment

Suspensions shall be implemented within one (1) month of notification by the Union to do so, unless a longer period is mutually agreed upon by the Union and the Co-operative, or in the event that the requested suspension becomes subject to the grievance procedure.

In the event an employee is suspended, the Co-operative shall notify the Union prior to the suspension, and shall notify the Union of the dates of suspension.

Any dispute arising as a result of the above provisions shall be subject to the grievance and arbitration articles of this Agreement. Any employee terminated for the reasons above shall not be entitled to notice or pay in lieu of notice under Article **9** of this Agreement.

# 5.3 <u>Meal Periods</u>

A meal period for employees working a daily shift of more than five (5) hours shall be of sixty (60) minutes uninterrupted duration and shall start not earlier than three (3) hours nor later than five (5) hours after commencement of the employee's shift. There shall be no exception to the meal period, unless both parties mutually agree to a one half (1/2) hour meal period.

# 5.4 <u>Rest Periods</u>

The Co-operative agrees to grant uninterrupted rest periods with pay to all employees; one (1) rest period to be granted before and one (1) after the meal period.

Rest periods for all employees shall not begin until one and one half (1 1/2) hour after commencement of work or less than one and one half (1 1/2) hour before the end of the shift and shall not be combined with the meal period.

Rest periods scheduled by the Co-operative shall be fifteen (15) minutes. Employees found abusing this article shall be disciplined by the Co-operative.

An employee working full-time shall have a *rest period* during each half (1/2) of his/her daily shift and on any short day shall be entitled to a *rest period* when working three (3) consecutive hours.

# 5.5 An employee working a daily shift of four (4) hours will have one (1) rest period not to exceed fifteen (15) minutes.

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 or combine the two (2) rest periods at mid-shift.

A meal period for full-time employees working a daily shift of more than five (5) hours shall be of thirty (30) minutes uninterrupted duration and shall start not earlier than three (3) hours nor later than five (5) hours after commencement of the employee's shift. There shall be no exception to the meal period, unless requested by the Manager to have a sixty (60) minute uninterrupted meal period. In the event of a dispute to the above the Co-operative will explain and justify its reasons for the change.

Meal periods will be scheduled as near mid-shift as possible. Rest periods shall commence not earlier than one and one half (1 1/2) hours after the start of the shift nor less than one and one half (1 1/2) hours before either the meal period or the end of the shift.

For shifts of more than 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 and one half (1 1/2) hour before the end of the shift.

- 5.6 <u>Overtime</u>
  - (a) All employees shall be compensated at the rate of time and one half (1 1/2) their regular hourly rate for all hours worked over forty (40) hours per week, or any hours over their scheduled work day as outlined in Article *5.1(a)*. Compensating time off shall not be given in lieu of overtime pay.
  - (b) Any employee required to work on the sixth (6<sup>th</sup>) day shall be compensated for the sixth (6<sup>th</sup>) day at time and one half (1 1/2) their regular hourly rate.
  - (c) All overtime work must be authorized by Management.
- 5.7 <u>Work Schedule Pay Day</u>
  - (a) There shall be a regular bi-weekly pay day every second Friday or such day mutually agreed upon. Each employee's pay shall be deposited to the Bank of the employee's choice.

(b) There shall be a regular two (2) week work schedule for all employees posted not later than Saturday at noon. If a new schedule is not posted by Saturday at noon then the schedule already posted shall apply for the following week.

There will be an interval of not less than ten (10) hours off between shifts for an employee. An employee who is not allowed ten (10) hour intervals between shifts shall be paid the rate of time and one half  $(1 \ 1/2 \ X)$  for time worked prior to the expiry of the ten (10) hour interval.

(c) The schedule of employees may be changed without notice in the event of an unscheduled absence of employees or in the event of emergency such as fire, flood, breakdown of machinery or other instances of force majeure. In all other cases at least two (2) days notice of change must be given or four (4) hours additional pay in lieu of notice.

# 5.8 <u>Sunday Work</u>

All Sunday work shall be voluntary and all employees will be compensated at a rate equal to their current rate plus one (\$1.00) dollar an hour for all regular hours worked.

Employees hired after February 17<sup>th</sup>, 2005 will not be able to restrict their availability for Sunday work. If sufficient employees are not available to work on Sundays, the Co-operative shall have the right to schedule hours according to reverse seniority provided the employee has the ability to perform the work.

Employees will declare their wishes as to Sunday work four (4) times a year; January, April, July and October.

All Sunday work shall be in addition to an employee's regular week and shall be rotated among those employees desiring to work on Sunday.

# 5.9 <u>Full-time Positions/Filling</u>

When a part-time employee works the basic work week for twelve (12) consecutive weeks, a full-time position will be deemed to exist and will be filled in accordance with this Agreement. This provision shall not apply to Courtesy Clerks or other employees hired for special projects or group assignments. This shall not apply to replacement hours, i.e. vacation, WCB, maternity, sickness, LTD or other leaves.

5.10 Reduction of Hours

The Co-operative shall not reduce the weekly hours of work of an employee for the purpose of replacing such hours with another employee at a lower rate of pay. This will not prevent the Cooperative from temporarily increasing and later reducing hours when an insufficient number of staff are available to work during required periods.

# Article 6 - General Holidays

6.1 The following days shall be *paid General Holidays:* 

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
1 <sup>st</sup> Monday in August	

and all other public holidays proclaimed by the *Federal, Provincial or Municipal* governments.

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

# (b) As an exception to 6 (a), any employee working a forty-two and one half (42 1/2) hour work week shall receive eight and one half (8 1/2) hours holiday pay for each such holiday.

#### 6.2 <u>Work Week</u>

The basic work week for employees regularly working full-time in a week when a holiday occurs and as are recognized as referred to in Article 6(a) shall be as follows:

In a week in which one (1) holiday occurs, the employee shall work thirty-two (32) hours and receive forty (40) hours pay at his or her straight time hourly rate. In a week in which two (2) holidays occur, the employee shall work twenty-four (24) hours and receive forty (40) hours pay at his or her straight time hourly rate.

Employees working a forty-two and one half (42 1/2) hour week in a week in which one (1) holiday occurs, the employee shall work thirty-four (34) hours and receive forty-two and one half (42 1/2) hours pay at his or her straight time hourly rate. In a week in which two (2) holidays occur, the employee shall work twenty-five and one half (25 1/2) hours and receive forty-two and one half (42 1/2) hours pay at his or her straight time hourly rate.

## 6.3 Pay for Work on Holidays

All employees who are entitled to holidays with pay as defined herein if required to work on such a day shall receive in addition to the regular pay double the regular hourly rate for all time worked on said holiday. All employees not entitled to holiday with pay if required to work on such a day shall be paid double (2X) time the regular hourly rate.

Only in the event major competitors are open for business on the *General* Holiday, the Co-operative shall pay time and one half (1 1/2 X) for all hours worked on that day in addition to any holiday pay to which an employee may be entitled.

# 6.4 <u>Holidays for Part-Time Employees</u>

After thirty (30) calendar days from date of employment, employees other than those regularly working full-time shall be paid for the number of hours they would normally have worked on such a day if it were not a holiday provided they worked their scheduled working day prior to and following the holiday. The method for determining the normal hours worked shall be computed by averaging the hours worked on such days for the four (4) weeks immediately preceding the holiday.

All part-time employees who have been employed sixty (60) calendar days or more and have worked an average of at least twenty (20) hours per week, but less than thirty-two (32) hours in the preceding four (4) weeks shall receive six (6) hours pay at his or her regular hourly rate for each holiday.

All part-time employees who have been employed for sixty (60) 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 the holiday occurs shall receive eight (8) hours pay at his or her regular hourly rate for each holiday.

Part-time employees working in a week in which a General Holiday falls shall receive equal treatment with full-time employees in respect to receiving overtime pay for those hours worked on the fifth (5<sup>th</sup>) day (fourth (4<sup>th</sup>) day in a week with two (2) General Holidays).

Part-time employees who are not scheduled to work on a General Holiday may by mutual agreement be scheduled to work up to forty (40) hours at the straight time rate of pay.

# 6.5 Work on a General Holiday will be fairly rotated among those who volunteer. If there are no volunteers, the work will be assigned.

# <u>Article 7 – Pension / Premiums / Call-In Time / Credit for Previous</u> <u>Experience</u>

# 7.1 Additional Compensation

Effective July 23<sup>rd</sup>, 2006, the Co-operative will increase matching contributions to the Pension Plan from four (4%) percent to five (5%) percent.

# 7.2 <u>Night Premium</u>

Effective September 4<sup>th</sup>, 2005, employees in the food store and service centre required to work between the hours of six (6:00) p.m. and seven (7:00) a.m. shall receive a night premium of sixty-five (\$0.65) cents per hour for all hours worked between six (6:00) p.m. and seven (7:00) a.m. No full-time employee will be required to work more than two (2) shifts per week that end after six (6:00) p.m.

Effective September 4<sup>th</sup>, 2005, all full-time employees in the food store and service centre working an eight (8) hour shift commencing on or after six (6:00) p.m. and before seven (7:00) a.m. shall receive night premium for their complete shift.

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

## 7.3 <u>Night Stocking</u>

- (a) In stores where night stocking is in effect one (1) or more days per week and in the absence of the Department Head, there will be one (1) Premium Rate Clerk appointed on night stocking crew to act as Lead Man. A premium rate of fifty (\$0.50) cents per hour will be paid to the Lead Man for all time so appointed as Premium Rate Clerk.
- (b) Normal night stocking shall not exceed three (3) months over a six (6) month period. Under unusual circumstances and by mutual agreement between Management, the employee and the

Union, the time limit set forth in this paragraph may be altered.

(c) Employees working on a night shift shall have one half (1/2) hour meal break. No employee shall be required to work alone on the premises on a night shift.

# 7.4 Rates for Relief Work

# (a) <u>Store Manager</u>

The Co-operative shall assign the employee who will relieve the Store Manager. The employee assigned, if relieving for more than one (1) day, shall receive the minimum rate established by the Co-operative for such position for all time so employed.

## (b) <u>Department Managers</u>

Employees assigned to relieve the following Managers: Produce Manager or Grocery Manager, Head Cashier or Teller, Bakery Manager, Office Manager, Cafeteria Manager (lunch counter), Service Station Manager, Bulk Petroleum Manager, Service Centre Manager, and Furniture Department Manager for a period of three (3) consecutive working days or longer shall receive a premium of one (\$1.00) dollar per hour.

# 7.5 <u>Credit for Previous Comparable Experience</u>

All employees will be classified according to previous comparable experience. Employees having previous comparable experience may be paid a lower scale of wages than their experience calls for but not less than the minimum rate established by this Agreement for a probationary period not to exceed Article **11** provided the employee's services are retained and their experience is accepted as comparable, then after the probationary period they shall receive any difference between their probationary rate of pay and the rate for which their experience qualifies them. It is further understood that the rate paid retroactively shall not apply to the first ten (10) working days. Employees shall receive written notification showing any credit for

previous experience.

In calculating credit for previous comparable experience, employees hired after February 5<sup>th</sup>, 1999, shall receive credit for their previous experience to a maximum of *twenty-four (24)* months credit.

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

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

PROVIDED THE CO-OPERATIVE HAS:

- (a) Provided the employee with a new employee letter provided for in Article **2.2** of this Agreement not later than two (2) weeks from date of employment.
- (b) Provided the employee *with a* written notification showing credit granted for previous experience within the *thirty (30) day period, or mutually agreed extended period, required by this article.*
- (c) Provided the Union with a copy of the letter showing credit granted for previous experience within the same period.

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

# 7.6 <u>Call-In Time</u>

All employees *that are* called in and who report for work shall if required to work less than four (4) hours receive four (4) hours pay at their regular hourly rate.

7.7 The Co-operative may from time to time establish new classifications or positions within the scope of this Agreement, subject to negotiation and agreement between the Co-operative and the Union. The Co-operative may put the position into effect and may set a temporary rate pending final settlement. A supplementary agreement shall be executed in respect to the foregoing.

Should the parties fail to reach agreement on the above, they are in agreement to retain a mediator to try and resolve the issue. Should this fail then either party may submit the outstanding issue to arbitration.

# Article 8 - Vacations

- 8.1 All full-time employees shall receive vacation with pay as follows:
  - (a) After one (1) years' continuous service, shall receive two (2) weeks vacation with pay.
  - (b) After two (2) years' continuous service, shall receive three (3) weeks vacation with pay.
  - (c) After eight (8) years' continuous service, shall receive four (4) weeks vacation with pay.
  - (d) After fourteen (14) years' continuous service, shall receive five (5) weeks vacation with pay.

# (e) After twenty-five (25) years' continuous service, shall receive six (6) weeks' vacation with pay.

For the purpose of calculating vacation allowance only, April 30<sup>th</sup> of each year shall be the anniversary date. All new employees will be adjusted accordingly during their first (1<sup>st</sup>) year of employment.

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

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

- 8.2 When a holiday occurs during an employee's vacation, an extra days' vacation with pay shall be granted if the holiday is one which the employee would have received if he or she had been working.
- 8.3 Authorized time off for sickness or non-occupational accidents or any lay-off of not more than thirty-one (31) days shall not be interpreted as a break in or interruption of service. Time lost on paid time off and paid vacation, General Holidays, or due to occupational accidents, shall be considered as time worked for the purpose of determining vacation eligibility to which full-time employees are eligible.
- 8.4 All employees other than full-time employees shall be paid vacation allowance in accordance with the provisions of the Employment Standards Code of Alberta. All part-time workers who work five (5) continuous years' service will receive six (6%) percent vacation pay.

All part-time employees with eight (8) continuous years' service shall receive eight (8%) percent.

All part-time employees with fourteen (14) continuous years' service shall receive ten (10%) percent.

Vacation pay will be paid on gross earnings.

Persons other than full-time employees and students who are not qualified for a vacation as described above may make a request to the Co-operative and shall be scheduled leave of absence without pay during the vacation period.

- 8.5 Employees who have **worked less** than one (1) year, who terminate their employment, will receive a vacation allowance of four (4%) percent of the total salary and wages earned for which no vacation allowance has been paid. Employees entitled to three (3), four (4), five (5), *six (6) weeks'* vacation and who terminate their employment shall receive payment for vacation allowance of six (6%) percent, eight (8%) percent, ten (10%) percent, twelve (12%) *percent respectively*, of the total wages and salary earned by the employee during the period of employment for which no vacation allowance has been paid.
- 8.6 Where possible, the Co-operative will attempt to schedule vacation during Easter Week and Christmas Week on a fair rotating basis in all departments. The requirement of the operation will be the primary consideration.

# Article 9 - Dismissal Notice or Pay

- 9.1 Employees regularly working full-time or part-time upon dismissal by the Co-operative 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 three (3) consecutive months' or more service.
  - (b) Two (2) weeks' notice in writing, or pay in lieu thereof to those who have completed two (2) or more years' consecutive service.
  - (c) Four (4) weeks' notice in writing, or pay in lieu thereof to those who have completed four (4) or more years' consecutive service.
  - (d) Five (5) weeks' notice in writing, or pay in lieu thereof to those

who have completed six (6) or more years' consecutive service.

- (e) Six (6) weeks' notice in writing, or pay in lieu thereof to those who have completed eight (8) or more years' consecutive service.
- (f) Eight (8) weeks' notice in writing, or pay in lieu thereof to those who have completed ten (10) or more years' consecutive service.
- (g) It is understood by the parties that for the purpose of this article the maximum payment will be in accordance with the above provisions.
- (h) In the case of a part-time employee, the average of the employee's earnings for the thirteen (13) week period that the employee worked immediately preceding the date of termination, shall be used in determining the sum paid to the employee in lieu of insufficient notice.
- (i) Full-time employees reduced to part-time and who terminate or are terminated within three (3) months of the date of reduction to part-time shall be given whatever pay in lieu of notice to which they were entitled immediately prior to the date of their reduction to part-time.
- (j) The Co-operative shall not be deemed obligated to give any notice whatsoever or to give any pay in lieu thereof to any employee guilty of rank insubordination, dishonesty, obvious disloyalty, drunkenness or drinking intoxicants at any time during working hours, or when termination is for just and proper cause.
- (k) This article shall not be deemed to invalidate an employee's rights under Articles **17** and **18**.
- (I) A copy of the notice of dismissal or lay-off given to an employee in accordance with the article shall be forwarded to the Union office on the date of giving such notice to the employee concerned.

10.1 <u>Co-operative Seniority:</u> That period of time when first employed by a Retail Co-operative until the present.

<u>Bargaining Unit Seniority:</u> That length of time that an employee has been employed in the bargaining unit generally with unbroken service in that unit.

Unless explicitly stated otherwise, all references to seniority in the Collective Agreement refer to bargaining unit seniority.

For purposes of bargaining unit seniority, employees shall have departmental seniority as defined below and full-time shall be more senior than part-time.

- Bakery
- Non Food
- Grocery
- Produce
- Drugs
- File Maintenance
- Furniture Sales and Delivery
- Office
- Cafeteria
- Service Station
- Bulk Sale (Service Centre)
- Bulk Petroleum
- Gas Bar/Car Wash

An employee who has agreed to transfer to another department shall be junior in that department for a period of six (6) months after which time he/she shall utilize his/her full bargaining unit seniority as a parttime or full-time employee.

For all matters including promotion in scope, transfers, layoff and rehiring after layoff, shall be on the basis of seniority, ability and fitness to perform the work satisfactorily. Preference in daily available hours of work shall be given to senior employees within their classification in their department.

- 10.2 Seniority may be broken only by quitting, discharge for proper cause, or in accordance with Article **9**, or failure to return to work in accordance with the terms of an approved leave of absence, or having been on layoff for a continuous period of more than six (6) months.
- 10.3 Seniority shall be applied among full-time and part-time employees respectively, and in the following manner:

A full-time employee shall have seniority over a part-time employee to the extent that a full-time employee who is to be laid off in order of seniority may claim, in the store, the part-time schedule or schedules calling for the least reduction in the number of hours worked. Parttime employees shall have the same seniority over other part-time employees.

10.4 When an employee's employment is voluntarily reduced from full-time to part-time, his/her part-time seniority is dated from the original date of hire. When a part-time employee is advanced to full-time status, this full-time seniority shall date from the beginning of such service.

However, for all other benefits of the Agreement, his/her original date of hire shall be the controlling factor.

- 10.5 The Co-operative agrees to give one (1) weeks' notice prior to changing an employee's status from full-time to a part-time basis.
- 10.6 Any employee who is laid off or fails to receive hours of work to which he/she is entitled according to the foregoing understanding shall be compensated for the hours involved in any such violation at his/her regular rate of pay.
- 10.7 <u>Promotions and Vacancies</u>
  - (a) When a regular permanent job becomes vacant, the Cooperative agrees to post notice of vacancy on the bulletin board

in each centre.

- (b) Vacancies and new positions within the scope of this Agreement shall be filled on the basis of seniority, ability and fitness to perform the work satisfactorily.
- (c) A full-time employee reclassified or promoted to a new position shall be on a *trail* period of sixty (60) days. A part-time employee reclassified or promoted to a new position shall be on a *trail* period of ninety (90) days.
- (d) When a part-time position becomes vacant, and the Cooperative places an ad in the paper, a copy of the ad will be forwarded to all departments to be posted for employees to see.

# 10.8 The Co-operative agrees to supply the Union quarterly, a seniority list broken down by classification of all employees. As an exception to the above, the Co-operative will supply a list when there is a substantial change in the most current seniority list.

# Article 11 - Union's Recognition of Management's Rights

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

The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other recognized functions of Management not specifically covered by this Agreement. The Co-operative therefore retains all rights not otherwise specifically covered by this Agreement.

It is understood the discharge of employees for any reason whatsoever may be disputed under Article **17** and **18** of this Agreement.

# **Probationary Period**

During the first ninety (90) calendar days of employment, each new employee shall be on probation. The decision whether or not to retain the employee's services shall be the sole right of the Co-operative and any termination occurring during that period shall not be subject to Articles **17** and **18** of this Agreement.

#### Article 12 - General

- 12.1 The Co-operative agrees to provide and maintain adequate heating facility in each store, as prescribed in the Alberta Labour Relations Code.
- 12.2 Union owned locked bulletin boards of a size acceptable to the Cooperative shall be placed in an area mutually acceptable to both the Co-operative and the Union and will be designated for Union information only. The Union will provide the locked bulletin boards but the Co-operative will install them. Notices pertaining to Union meetings, Union social events or matters of the Union may be posted on these bulletin boards after such notices are approved by Management. *Notices will not be unreasonably denied.*

#### 12.3 Union Leave

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

The Union will give the Co-operative a minimum of two (2) weeks' notice. No request will be unreasonably withheld. Where the Union requests information about the denial of a request for leave, the Co-operative will provide an explanation.

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

12.4 Where the Co-operative requires an employee to take a physical examination, doctor's fees for the examination shall be paid for by the Co-operative. The time taken off the job shall also be paid at the employee's regular hourly rate.

#### 12.5 Jury Duty and Material Witness/Jury Selection

Any employee summoned to Jury Duty or subpoenaed as a Material Witness shall be paid wages amounting to the difference between the amount paid them for such service and the amount they would have earned had they worked on such days. Employees on Jury Duty or appearing as a Material Witness shall furnish the Co-operative with such statements of earnings as the courts may supply. This does not apply if the employee is summoned on his/her day or days off.

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. Total hours of Jury Duty or as Material Witness and actual work on the job in the store in one (1) day shall not exceed eight (8) hours (or eight and one half (8 1/2) hours depending on the employee's department) for the purpose of establishing the basic work day. Any time worked in a store in excess of the combined total of eight (8) hours (or eight and one half (8 1/2) hours) shall be considered overtime and paid for as such under the Contract.

Employees who are required as a Material Witness on behalf of the Co-operative shall do so on the basis of all time so spent will be considered time worked to the maximum eight (8) hours per day. Any monies received from the courts shall be signed over to the Co-operative. It is understood that any summons or subpoena issued at the request of the Union or another employee shall not be covered by these provisions. The Co-operative may change the work schedule of the employee to circumvent the payment of overtime, but not to

circumvent the employee's entitlement to Jury or Material Witness pay.

12.6 Union Decal

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

12.7 Cash Shortages

No employee may be required to make up cash register shortages unless he or she 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.

No employee will 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.

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

## 12.8 Bereavement Leave

In the event of a death or serious illness in the immediate family of an employee, the employee will be granted leave of absence with pay to attend the funeral, or attend to other arrangements, at the time of bereavement. The length of such absence shall be as provided for in the Co-operative's policy on compassionate leave. The term "immediate family" shall mean spouse, parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild, *step-parent, step-child* or any relative living in the household of the employee.

Notwithstanding the foregoing, if the death is a case of spouse, father, mother or child, the employee shall be entitled to a minimum of one (1) week leave of absence with pay. It is understood that in the case of a part-time employee, the compensation shall be at the average hours worked during the preceding four (4) weeks. An employee's day off will not be used to circumvent funeral leave.

# 12.9 <u>Maternity Leave</u>

A female employee who has completed fifty-two (52) consecutive weeks of employment may request a maternity leave of absence without pay up to a maximum of fifteen (15) weeks. Such request will be granted provided the employee submits the request, in writing, at least six (6) weeks prior to the date she intends to commence such leave, together with a certificate from a qualified medical practitioner, certifying that she is pregnant and indicating the estimated date of delivery. Such leave may, at her discretion, commence up to twelve (12) weeks prior to the date of delivery.

Employees will continue to accrue seniority while on maternity leave.

During the period of maternity leave, employees will have the option of maintaining their coverage under the Co-operative's benefit plan by pre-paying the cost of those benefits. Benefits such as sick leave and vacation allowance will not accumulate or be paid during the maternity leave.

The employee shall give the Co-operative four (4) weeks notice, in writing, prior to the date she intends to return to work. An employee wishing to return to work prior to six (6) weeks immediately following the date of delivery shall provide the Co-operative with a medical certificate indicating that resumption of work will not endanger her health. Notice must also be given to the Co-operative a minimum of four (4) weeks prior to the completion of the leave if the employee has decided not to return to work.

The employee, when returning to work, will be reinstated to the same or, if that position no longer exists, to a comparable position with earnings and benefits at least equal to those received when leave began.

12.10 Leave of Absence

Employees with the Co-operative may request a leave of absence, without pay, for a period not to exceed two (2) months, upon written application to the General Manager, copy to Human Resources of the Co-operative, subject to the approval of the Co-operative provided a qualified replacement acceptable to the Co-operative is available.

Applications for leave of absence must be submitted preferably ninety (90) days and not less than forty-five (45) days prior to the period for which the leave is intended. The employee shall be advised of the Co-operative's answer within fifteen (15) days of the request.

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

## 12.11 Adoption/Parental Leave

An employee who has completed fifty-two (52) consecutive weeks of employment may request a Parental or Adoption leave of absence without pay up to a maximum of thirty-seven (37) weeks. Such request will be granted provided the employee submits the request, in writing, at least six (6) weeks prior to the date such leave is to commence, unless a) the medical condition of the birth mother or child makes it impossible to comply with this requirement, or b) the date of the child's placement with the adoptive parent was not foreseeable. An employee who takes both maternity leave and parental leave must take the leaves consecutively. If two (2) employees are parents of the same child, the Co-operative is not required to grant parental/adoption leave to more than one (1) employee at a time, and the total combined parental/adoption leave shall not exceed thirty-seven (37) weeks. This leave must be completed within fifty-two (52) weeks after the birth of the child or after the adoptive child comes into the custody of the employee.

Employees will continue to accrue seniority while on parental/adoption leave.

During the period of parental/adoption leave, employees will have the option of maintaining their coverage under the Co-operative's benefit plan by pre-paying the total costs of those benefits. Benefits such as sick leave and vacation allowance will not accumulate or be paid during the parental/adoption leave.

The employee shall give the Co-operative four (4) weeks notice, in writing, prior to the date he/she intends to return to work. Notice must also be given to the Co-operative a minimum of four (4) weeks prior to the completion of the leave if the employee has decided not to return to work.

The employee, when returning to work, will be reinstated to the same or, if that position no longer exists, to a comparable position with earnings and benefits at least equal to those received when leave began.

## 12.12 Paternity Leave

On the day of birth of a child, the Co-operative will grant a leave of absence of up to three (3) days without pay upon request by the employee. Such leave shall consist of consecutive days of work.

Employees who are granted the foregoing leaves of absence will be responsible for the full cost of continuing the Co-operative's Group Insurance Policy.

# 12.13 Staff Meetings

Staff meetings, wherever held, shall be considered as time worked and compensated for as such, except when they are dinner meetings where attendance by an employee is on a voluntary basis.

### 12.14 Wearing Apparel

Proper clothing such as jackets, smocks and aprons will be furnished to each employee and the Co-operative shall pay for laundering of same.

Appropriate coats will be provided for employees constantly working in holding coolers or freezing units or under any other circumstances. The number of coats supplied shall be determined by the Co-operative.

Uniforms will be provided by the Co-operative at no cost to the employee. Dry cleaning or laundering of uniforms shall be the responsibility of the employee as per Alberta Labour Relations Code.

# With the exception of uniforms, it is understood that all such wearing apparel is the property of the Co-operative and the employees must not take such wearing apparel away from the premises.

12.15 Charitable Donations

Employee donations to charity funds shall be on a strictly voluntary basis.

12.16 Separate Agreements

No employee shall be asked to make a written or verbal agreement with the Co-operative covering hours of work, wages or working conditions, during the life of this Agreement, contrary to the terms of the Agreement set out herein.

12.17 Time Off to Vote

The Co-operative agrees that it will fully comply with any law requiring that employees be given time off to vote.

# 12.18 Union Stewards

The Co-operative agrees to the right of the Union to appoint a Union Steward per department and one (1) alternate. The Co-operative agrees to allow Shop Stewards designated by the Union to wear their Shop Steward badge while on duty. The Union will provide a current list of Stewards to the Co-operative.

# 12.19 *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.

Employees will give as much notice as reasonably possible.

#### 12.20 Military Leave

An employee who is a member of the Canadian Armed Forces and who is called to active duty will be granted a leave of absence.

# 12.21 <u>New Employee Orientation</u>

The Co-operative agrees to give to all new employees a copy of the Collective Agreement, supplied by the Union during orientations. The Co-operative also agrees to give a DVD or other handout that is supplied by the Union that introduces the new employee to the UFCW Union.

## 12.22 Safety Boots

*If an employee is required to wear safety shoes or boots, the Cooperative will reimburse them for the first one hundred (\$100.00)* 

# dollars of their purchase upon provision of a proper receipt on an annual basis.

# Article 13 - Strikes or Lockouts

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

# Article 14 – Health and Welfare

- 14.1 The Co-operative agrees to make available the following benefits to all employees who work an average of thirty-two (32) hours per week in a twelve (12) week period.
  - (a) Should the Alberta Government reinstate Alberta Health Care Premiums, the premiums will be shared seventy (70%) percent by the Co-operative and thirty (30%) percent by the employee.
  - (b) The Co-operative Dental Plan with premiums paid one hundred (100%) percent by the Co-operative.
  - (c) Co-operator's Extended Health Care Plan (with Vision Care coverage), Group Life Insurance, and Long Term Disability Plan (Plan B, Option 1) with premiums shared fifty-fifty (50-50).
- 14.2 The Co-operative will make available to full-time and qualifying part-time employees the Co-operative Superannuation Society Pension Plan in accordance with the rules, regulations and bylaws of the plan.
- 14.3 In order to ensure coverage under these benefits, a part-time employee must immediately accept coverage upon notification of eligibility by the Co-operative. The employee must fail to meet the above hour requirement for a period of three (3)

consecutive months from the time he or she first fails to meet it before he or she is disqualified.

Copies of the above benefits to be forwarded to the Union office for their records.

- 14.4 Full-time employees shall accumulate sick credits at a rate of one (1) day for each month of employment, to a maximum of fifty (50) working days.
- 14.5 If full-time and reduced to part-time, if working thirty-two (32) hours or more the employee may continue to accumulate sick days to the maximum of fifty (50) working days.
- 14.6 An employee must be absent for fifteen (15) calendar days before becoming eligible for Long Term Disability.
- 14.7 Full-time employees qualified for compensation from the Workers' Compensation Board shall, in addition to amount received from the Workers' Compensation be paid monies to a maximum of one hundred (100%) percent of their straight time earnings based on the employee's regular contract rate, for the first three (3) days, and to a maximum of seventy-five (75%) percent thereafter, if Workers' Compensation does not pay seventy-five (75%) percent of the employee's regular contract wages. Such payment shall continue while they are receiving the regular weekly payment from the Compensation Board.

However, if it is determined by the Compensation Board the person shall not be capable of returning to their former job, then the Co-operative shall subsidize their regular earnings on the foregoing basis up to a maximum of thirteen (13) weeks from date of accident.

# Article 15 – Union Representation

An authorized Representative or Executive Officer of the Union shall be permitted, after having requested permission from the General Manager or his/her designate, to talk to an employee regarding Union matters.

The Union agrees than whenever possible, the interviewing of employees shall be conducted during lunch hours or rest periods. In the event such times are not practical the person in charge of the store and the Union Representative shall attempt to mutually agree on a suitable time during working hours. If they do not agree, the matter will be referred to the *Human Resources* Department.

Interviews during working hours shall not exceed five (5) minutes. They shall be held in a place designated by Management.

Union Representatives, after notifying the Manager or his/her appointee, shall be permitted to review the hours of work schedule and time sheets and in the event of any discrepancies, this shall be presented under Articles **17** and **18** of this Agreement.

## **Discipline and Discharge**

When an employee's work performance, conduct or behaviour is such that it may lead to discipline and/or discharge and is the subject of discussion between the employee and the Co-operative, the employee shall have a Shop Steward present. In situations of a delicate or confidential nature, the Co-operative will be reasonable in allowing the employee the Steward of his/her choice. All such time spent by Shop Stewards in this capacity shall be considered as time worked.

## Article 16 - No Discrimination

No employee shall be discharged or discriminated against for any Union activity, or for serving on a Union Committee.

The Co-operative and the Union endorse the principles contained in the

Alberta Human *Rights Act* and agree to work together to ensure that no employee is discriminated against because of their sex, race, creed, colour, religion or age.

# <u>Harassment</u>

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

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

# Article 17 - Grievances

Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation or any alleged violation of the terms and provisions of the Agreement shall be considered a grievance. The Co-operative, the employee or the Union may present a grievance.

All grievances, not presented within *three (3) weeks (twenty-one (21) days)* from the date the grievance arose, shall be considered abandoned. The procedure for adjustment of grievances shall be as follows:

- First Step: The employee shall have the right to discuss the grievance or potential grievance with his/her Department Manager or designate in the presence of his/her Shop Steward.
- Second Step: If satisfaction is not obtained in Step 1 above, then the employee may contact the Union office.
- Third Step: The grievance shall be presented, in writing, by the employee or the Union Representative to the Cooperative's General Manager, or designate in the event of his/her absence, and the representative of both the Co-operative and the Union shall meet in good faith and

earnestly endeavour to settle the grievance submitted. If a satisfactory settlement cannot be reached, or if the party to whom the grievance has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a *single arbitrator*. Such *arbitrator* is to be established in the manner provided for in Article *18* of this Agreement.

Any employee alleging wrongful dismissal may place his/her allegation before the Union Representative, and if the Union Representative considers that the objection of the employee has merit, the dismissal shall become a grievance and be subject to the grievance procedure as established by this Agreement.

# Article 18 - Arbitration

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

- (a) Within fifteen (15) days following receipt of such notice, the Co-operative and the Union shall select an arbitrator. In the event of the failure of the Union and the Co-operative to agree upon an arbitrator within the time specified, the Alberta Minister of Labour shall immediately be requested to appoint the arbitrator. It is understood and agreed that all time limits as set forth herein may be altered by mutual agreement between the Co-operative and the Union.
- (b) No person shall serve as arbitrator who is involved or directly interested in the controversy under consideration. Grievances submitted to an arbitrator shall be in writing and shall clearly specify the nature of the issues. In reaching a decision, the arbitrator shall not be vested with the power to change, modify or alter this Agreement **or** any of its parts, but may, however, interpret its provisions. The expense of the arbitrator shall be borne equally by the Co-operative and the Union, unless otherwise provided by law.

(c) The findings and decisions of the arbitrator shall be binding and enforceable on all parties.

#### Article 19 – Health and Safety

The Co-operative shall make reasonable provisions for the health and safety of its employees during working hours. The Union may bring to the attention of the Co-operative recommendations for improvements in conditions of work and these recommendations shall be subject of negotiations between the Co-operative and the Union.

The Co-operative and the Union agree to the establishment of a Joint Work Site Health and Safety Committee comprised of equal representation from the Co-operative and those representatives appointed by the Union. Meetings will be held monthly. Committee members will be paid for actual time spent at meetings at straight time rates.

All health and safety matters may be grieved and arbitrated. An employee may refuse to carry out any work, if on reasonable and probable grounds, the employee believes that it will cause to exist an imminent danger to the health of safety of that employee or another employee present at the worksite, until steps have been taken to satisfy the employee otherwise, or until the Joint Work Site Health and Safety Committee or an Occupational Health and Safety Officer has established that it is safe to perform the work.

The Co-operative and the Union agree to comply with the Occupational Health and Safety Act.

### Article 20 – Water

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

- (a) The bottle is a "Co-op" brand.
- (b) The size is 500 ml or smaller.
- (c) The bottle is stored under the counter.

(d) The cashier exercises common courtesy with customers when consuming water.

#### Article 21 – Expiration and Renewal

This Agreement shall be effective from *July 18<sup>th</sup>, 2010*, until *July 19<sup>th</sup>, 2015*, and shall remain in force thereafter from year to year, however, either party may not more than one hundred twenty (120) days nor less than sixty (60) days before expiry date or renewal date of such Agreement, give notice in writing to the other party to negotiate a revision thereof. Upon such notice being given, the Agreement shall remain in effect until a strike or lockout commences.

# There shall be no strikes or lockouts during the term of the Agreement as per the Alberta Labour Relations Code.

Signed this day of	, <b>2012</b> .
Medicine Hat Co-op Limited	United Food and Commercial Workers <b>Canada</b> Union, Local <b>No</b> . 401
For the <b>Co-operative</b> :	For the Union:
<i>Evan Sorestad</i> Jacqui Pederson Ted Rodych	Trent Rasch Randy Klaudt Nancy Wolfer Anne Pomreinke Debbie Styre Kristy Bergdahl <i>Crystal Delainey</i> <i>Torrie Hinzman</i> <i>Lou Craig</i> <i>Sandy Harmeson</i> <i>Al Olinek</i>

This Agreement was ratified on *July 14<sup>th</sup>, 2012*.

# Appendix "A"

# Wages Scales

## **ADMINISTRATION**

<u>Accounting Tech</u>	Current	July 22 <sup>nd</sup> , 2012	July 21 <sup>st</sup> , 2013	July 20 <sup>th</sup> , 2014
0 - 692	\$ 9.78	\$12.00	\$12.20	\$12.40
693 – 1386	\$10.41	\$12.50	\$12.70	\$12.90
1387 – 2079	\$11.01	\$13.00	\$13.20	\$13.40
2080 – 2772	\$11.62	\$13.50	\$13.70	\$13.90
2773 – 3466	\$12.21	\$14.00	\$14.20	\$14.40
3467 – 4159	\$12.82	\$14.50	\$14.70	\$14.90
4160 – 4852	\$13.42	\$15.00	\$15.20	\$15.40
4853 – 5546	\$14.03	\$15.50	\$15.70	\$15.90
5547 – 6239	\$14.63	\$16.00	\$16.20	\$16.40
6240 – 6933	\$15.24	\$16.50	\$16.70	\$16.90
6934 – 7626	\$15.84	\$17.00	\$17.20	\$17.40
7627 – 8320	\$16.46	\$17.50	\$17.70	\$17.90
8321 +	\$18.00	\$19.00	\$19.80	\$20.60

<u>Jr. Office Clerk</u>	Current	July 22 <sup>nd</sup> , 2012	July 21 <sup>st</sup> , 2013	July 20 <sup>th</sup> , 2014
0 - 692	\$8.25	\$10.00	\$10.20	\$10.40
693 – 1386	\$8.65	\$10.40	\$10.60	\$10.80
1387 – 2079	\$9.09	\$10.80	\$11.00	\$11.20
2080 – 2772	\$9.53	\$11.20	\$11.40	\$11.60
2773 – 3466	\$9.97	\$11.60	\$11.80	\$12.00
3467 – 4159	\$10.41	\$12.00	\$12.20	\$12.40
4160 – 4852	\$10.85	\$12.40	\$12.60	\$12.80
4853 – 5546	\$11.29	\$12.80	\$13.00	\$13.20
5547 – 6239	\$11.73	\$13.20	\$13.40	\$13.60
6240 – 6933	\$12.17	\$13.60	\$13.80	\$14.00
6934 – 7626	\$12.61	\$14.00	\$14.20	\$14.40
7627 – 8320	\$13.05	\$14.40	\$14.60	\$14.80
8321 +	\$15.03	\$16.03	\$16.83	\$17.63

<u>Sr. Office Clerk/File</u> <u>Maintenance</u>	Current	July 22 <sup>nd</sup> , 2012	July 21 <sup>st</sup> , 2013	July 20 <sup>th</sup> , 2014
0 - 692	\$8.50	\$11.00	\$11.20	\$11.40
693 — 1386	\$9.05	\$11.50	\$11.70	\$11.90
1387 – 2079	\$9.57	\$12.00	\$12.20	\$12.40
2080 – 2772	\$10.10	\$12.50	\$12.70	\$12.90
2773 – 3466	\$10.62	\$13.00	\$13.20	\$13.40
3467 – 4159	\$11.15	\$13.50	\$13.70	\$13.90
4160 – 4852	\$11.67	\$14.00	\$14.20	\$14.40
4853 – 5546	\$12.20	\$14.50	\$14.70	\$14.90
5547 – 6239	\$12.72	\$15.00	\$15.20	\$15.40
6240 – 6933	\$13.25	\$15.50	\$15.70	\$15.90
6934 – 7626	\$13.77	\$16.00	\$16.20	\$16.40
7627 – 8320	\$14.31	\$16.50	\$16.70	\$16.90
8321 +	\$16.90	\$17.90	\$18.70	\$19.50

<u>Maintenance</u>	Current	July 22 <sup>nd</sup> , 2012	July 21 <sup>st</sup> , 2013	July 20 <sup>th</sup> , 2014
0 - 692	\$11.57	\$13.00	\$13.20	\$13.40
693 — 1386	\$11.94	\$13.60	\$13.80	\$14.00
1387 – 2079	\$12.31	\$14.20	\$14.40	\$14.60
2080 – 2772	\$12.68	\$14.80	\$15.00	\$15.20
2773 – 3466	\$13.05	\$15.40	\$15.60	\$15.80
3467 – 4159	\$13.42	\$16.00	\$16.20	\$16.40
4160 +	\$15.10	\$17.10	\$17.70	\$18.30

Food/Bakery Clerk	Current	July 22 <sup>nd</sup> , 2012	July 21 <sup>st</sup> , 2013	July 20 <sup>th</sup> , 2014
0 - 692	\$9.70	\$10.00	\$10.20	\$10.40
693 – 1386	\$10.28	\$10.50	\$10.70	\$10.90
1387 – 2079	\$10.66	\$11.00	\$11.20	\$11.40
2080 – 2772	\$11.04	\$11.50	\$11.70	\$11.90
2773 – 3466	\$11.42	\$12.00	\$12.20	\$12.40
3467 – 4159	\$11.80	\$12.50	\$12.70	\$12.90
4160 – 4852	\$12.18	\$13.00	\$13.20	\$13.40
4853 – 5546	\$12.56	\$13.50	\$13.70	\$13.90
5547 – 6239	\$12.94	\$14.00	\$14.20	\$14.40
6240 – 6933	\$13.31	\$14.50	\$14.70	\$14.90
6934 – 7626	\$13.68	\$15.00	\$15.20	\$15.40
7627 – 8320	\$14.07	\$15.50	\$15.70	\$15.90
8321 +	\$15.75	\$16.75	\$17.55	\$18.35

Cake Decorator/Bench	• •	L L oond	L L Q 4St	L L Ooth
<u>Hand</u>	Current	July 22 <sup>nd</sup> ,	July 21 <sup>st</sup> ,	July 20 <sup>th</sup> ,
		2012	2013	2014
0 - 692	\$9.95	\$10.25	\$10.45	\$10.65
693 — 1386	\$10.53	\$10.75	\$10.95	\$11.15
1387 – 2079	\$10.91	\$11.25	\$11.45	\$11.65
2080 – 2772	\$11.29	\$11.75	\$11.95	\$12.15
2773 – 3466	\$11.67	\$12.25	\$12.45	\$12.65
3467 – 4159	\$12.05	\$12.75	\$12.95	\$13.15
4160 – 4852	\$12.43	\$13.25	\$13.45	\$13.65
4853 – 5546	\$12.81	\$13.75	\$13.95	\$14.15
5547 – 6239	\$13.19	\$14.25	\$14.45	\$14.65
6240 – 6933	\$13.57	\$14.75	\$14.95	\$15.15
6934 – 7626	\$13.95	\$15.25	\$15.45	\$15.65
7627 – 8320	\$14.33	\$15.75	\$15.95	\$16.15
8321 +	\$16.01	\$17.01	\$17.81	\$18.61

<u>Bistro Clerk</u>	Current	July 22 <sup>nd</sup> , 2012	July 21 <sup>st</sup> , 2013	July 20 <sup>th</sup> , 2014
0 - 692	\$8.00	\$9.75	\$9.95	\$10.15
693 – 1386	\$8.38	\$9.95	\$10.15	\$10.35
1387 – 2079	\$8.56	\$10.15	\$10.35	\$10.55
2080 – 2772	\$8.74	\$10.35	\$10.55	\$10.75
2773 – 3466	\$8.91	\$10.55	\$10.75	\$10.95
3467 – 4159	\$9.09	\$10.75	\$10.95	\$11.15
4160 – 4852	\$9.27	\$10.95	\$11.15	\$11.35
4853 – 5546	\$9.45	\$11.15	\$11.35	\$11.55
5547 – 6239	\$9.63	\$11.35	\$11.55	\$11.75
6240 – 6933	\$9.80	\$11.55	\$11.75	\$11.95
6934 – 7626	\$9.98	\$11.75	\$11.95	\$12.15
7627 – 8320	\$10.16	\$11.95	\$12.15	\$12.35
8321 +	\$11.64	\$12.24	\$12.84	\$13.44

<u>Clerk Cashier</u>	Current	July 22 <sup>nd</sup> , 2012	July 21 <sup>st</sup> , 2013	July 20 <sup>th</sup> , 2014
0 - 692	\$8.40	\$10.00	\$10.20	\$10.40
693 – 1386	\$8.62	\$10.50	\$10.70	\$10.90
1387 – 2079	\$9.25	\$11.00	\$11.20	\$11.40
2080 – 2772	\$9.89	\$11.50	\$11.70	\$11.90
2773 – 3466	\$10.52	\$12.00	\$12.20	\$12.40
3467 – 4159	\$11.15	\$12.50	\$12.70	\$12.90
4160 – 4852	\$11.78	\$13.00	\$13.20	\$13.40
4853 – 5546	\$12.47	\$13.50	\$13.70	\$13.90
5547 – 6239	\$13.15	\$14.00	\$14.20	\$14.40
6240 – 6933	\$13.70	\$14.50	\$14.70	\$14.90
6934 – 7626	\$14.24	\$15.00	\$15.20	\$15.40
7627 – 8320	\$14.92	\$15.50	\$15.70	\$15.90
8321 +	\$16.90	\$17.90	\$18.70	\$19.50

Head Cashier	Current	July 22 <sup>nd</sup> , 2012	July 21 <sup>st</sup> , 2013	July 20 <sup>th</sup> , 2014
	\$17.90	\$19.15	\$19.95	\$20.75

Food Clerk	Current	July 22 <sup>nd</sup> , 2012	July 21 <sup>st</sup> , 2013	July 20 <sup>th</sup> , 2014
0 - 692	\$8.50	\$10.00	\$10.20	\$10.40
693 – 1386	\$8.91	\$10.55	\$10.75	\$10.95
1387 – 2079	\$9.65	\$11.10	\$11.30	\$11.50
2080 – 2772	\$10.35	\$11.65	\$11.85	\$12.05
2773 – 3466	\$11.05	\$12.20	\$12.40	\$12.60
3467 – 4159	\$11.75	\$12.75	\$12.95	\$13.15
4160 – 4852	\$12.44	\$13.30	\$13.50	\$13.70
4853 – 5546	\$13.11	\$13.85	\$14.05	\$14.25
5547 – 6239	\$13.77	\$14.40	\$14.60	\$14.80
6240 – 6933	\$14.47	\$14.95	\$15.15	\$15.35
6934 – 7626	\$15.04	\$15.50	\$15.70	\$15.90
7627 – 8320	\$15.74	\$16.05	\$16.25	\$16.45
8321 +	\$17.82	\$18.82	\$19.62	\$20.42

<u>Courtesy Clerk</u>	Current	July 22 <sup>nd</sup> ,	July 21 <sup>st</sup> ,	July 20 <sup>th</sup> ,
		2012	2013	2014
0 - 692	\$8.00	\$9.75	\$9.95	\$10.15
693 – 1386	\$8.38	\$9.95	\$10.15	\$10.35
1387 – 2079	\$8.56	\$10.15	\$10.35	\$10.55
2080 – 2772	\$8.74	\$10.35	\$10.55	\$10.75
2773 – 3466	\$8.91	\$10.55	\$10.75	\$10.95
3467 – 4159	\$9.09	\$10.75	\$10.95	\$11.15
4160 – 4852	\$9.27	\$10.95	\$11.15	\$11.35
4853 – 5546	\$9.45	\$11.15	\$11.35	\$11.55
5547 – 6239	\$9.63	\$11.35	\$11.55	\$11.75
6240 – 6933	\$9.80	\$11.55	\$11.75	\$11.95
6934 – 7626	\$9.98	\$11.75	\$11.95	\$12.15
7627 – 8320	\$10.16	\$11.95	\$12.15	\$12.35
8321 +	\$11.64	\$12.64	\$13.44	\$14.24

<u>Sr. Food Clerk</u>	Current	July 22 <sup>nd</sup> , 2012	July 21 <sup>st</sup> , 2013	July 20 <sup>th</sup> , 2014
0 - 692	\$12.94	\$13.34	\$13.54	\$13.74
<u>693 – 1386</u>	\$13.61	\$14.01	\$14.21	\$14.41
1387 – 2079	\$14.27	\$14.67	\$14.87	\$15.07
2080 – 2772	\$14.91	\$15.31	\$15.51	\$15.71
2773 – 3466	\$15.54	\$15.94	\$16.14	\$16.34
3467 – 4159	\$16.28	\$16.68	\$16.88	\$17.08
4160 +	\$18.32	\$19.32	\$20.12	\$20.92

<u>Gas Bar Attendant</u>	Current	July 22 <sup>nd</sup> ,	July 21 <sup>st</sup> ,	July 20 <sup>th</sup> ,
		2012	2013	2014
0-692	\$8.00	\$10.00	\$10.20	\$10.40
693 — 1386	\$8.41	\$10.30	\$10.50	\$10.70
1387 – 2079	\$8.62	\$10.60	\$10.80	\$11.00
2080 – 2772	\$8.83	\$10.90	\$11.10	\$11.30
2773 – 3466	\$9.04	\$11.20	\$11.40	\$11.60
3467 – 4159	\$9.25	\$11.50	\$11.70	\$11.90
4160 – 4852	\$9.46	\$11.80	\$12.00	\$12.20
4853 – 5546	\$9.67	\$12.10	\$12.30	\$12.50
5547 – 6239	\$9.88	\$12.40	\$12.60	\$12.80
6240 – 6933	\$10.09	\$12.70	\$12.90	\$13.10
<b>6934 – 7626</b>	\$10.30	\$13.00	\$13.20	\$13.40
7627 – 8320	\$10.51	\$13.30	\$13.50	\$13.70
8321 +	\$12.02	\$14.02	\$14.62	\$15.22

<u>Eagle Butte Gas Bar Premium</u> Eagle Butte Gas Bar employees receives \$0.25 premium over Gas Bar Attendant scale.

#### Gas Bar Supervisor

Gas Bar Supervisor receives \$1.50 premium over Gas Bar Attendant scale.

EB Hot Food Clerk	Current	July 22 <sup>nd</sup> , 2012	July 21 <sup>st</sup> , 2013	July 20 <sup>th</sup> , 2014
0 - 692	\$11.00	\$11.40	\$11.60	\$11.80
<u>693 – 1386</u>		\$11.75	\$11.95	\$12.15
1387 – 2079		\$12.10	\$12.30	\$12.50
2080 – 2772	\$12.00	\$12.45	\$12.65	\$12.85
2773 – 3466		\$12.80	\$13.00	\$13.20
3467 – 4159		\$13.15	\$13.35	\$13.55
4160 – 4852	\$13.00	\$13.50	\$13.70	\$13.90
4853 – 5546		\$13.85	\$14.05	\$14.25
5547 – 6239		\$14.20	\$14.40	\$14.60
6240 – 6933	\$14.00	\$14.55	\$14.75	\$14.95
6934 – 7626		\$14.90	\$15.10	\$15.30
7627 – 8320		\$15.25	\$15.45	\$15.65
8321 +	\$15.00	\$16.00	\$16.60	\$17.20

Liquor Clerk	Current	July 22 <sup>nd</sup> ,	July 21 <sup>st</sup> ,	July 20 <sup>th</sup> ,
		2012	2013	2014
0 - 692	\$8.40	\$10.00	\$10.20	\$10.40
693 — 1386	\$8.62	\$10.40	\$10.60	\$10.80
1387 – 2079	\$9.14	\$10.80	\$11.00	\$11.20
2080 – 2772	\$9.66	\$11.20	\$11.40	\$11.60
2773 – 3466	\$10.18	\$11.60	\$11.80	\$12.00
3467 – 4159	\$10.73	\$12.00	\$12.20	\$12.40
4160 – 4852	\$11.28	\$12.40	\$12.60	\$12.80
4853 – 5546	\$11.83	\$12.80	\$13.00	\$13.20
5547 – 6239	\$12.38	\$13.20	\$13.40	\$13.60
6240 – 6933	\$12.93	\$13.60	\$13.80	\$14.00
6934 – 7626	\$13.48	\$14.00	\$14.20	\$14.40
7627 – 8320	\$13.91	\$14.40	\$14.60	\$14.80
8321 +	\$15.64	\$16.24	\$16.84	\$17.44

<u>Eagle Butte Liquor Premium</u> Eagle Butte Liquor Store employees receive \$0.25 premium over liquor clerk scale.

# <u>Liquor Supervisor</u> Liquor Supervisor receives \$1.50 premium over Liquor Clerk scale.

<u>Non-Food Cashier</u>	Current	July 22 <sup>nd</sup> , 2012	July 21 <sup>st</sup> , 2013	July 20 <sup>th</sup> , 2014
0 - 692	\$8.40	\$10.00	\$10.20	\$10.40
693 – 1386	\$8.62	\$10.40	\$10.60	\$10.80
1387 – 2079	\$9.14	\$10.80	\$11.00	\$11.20
2080 – 2772	\$9.66	\$11.20	\$11.40	\$11.60
2773 – 3466	\$10.18	\$11.60	\$11.80	\$12.00
3467 – 4159	\$10.73	\$12.00	\$12.20	\$12.40
4160 – 4852	\$11.28	\$12.40	\$12.60	\$12.80
4853 – 5546	\$11.83	\$12.80	\$13.00	\$13.20
5547 – 6239	\$12.38	\$13.20	\$13.40	\$13.60
6240 – 6933	\$12.93	\$13.60	\$13.80	\$14.00
6934 – 7626	\$13.48	\$14.00	\$14.20	\$14.40
7627 – 8320	\$13.91	\$14.40	\$14.60	\$14.80
8321 +	\$15.64	\$16.24	\$16.84	\$17.44

<u>Non-Food Clerk</u>	Current	July 22 <sup>nd</sup> , 2012	July 21 <sup>st</sup> , 2013	July 20 <sup>th</sup> , 2014
0 - 692	\$8.40	\$10.00	\$10.20	\$10.40
<u> 693 – 1386</u>	\$8.62	\$10.40	\$10.60	\$10.80
1387 – 2079	\$9.14	\$10.80	\$11.00	\$11.20
2080 – 2772	\$9.66	\$11.20	\$11.40	\$11.60
2773 – 3466	\$10.18	\$11.60	\$11.80	\$12.00
3467 – 4159	\$10.73	\$12.00	\$12.20	\$12.40
4160 – 4852	\$11.28	\$12.40	\$12.60	\$12.80
4853 – 5546	\$11.83	\$12.80	\$13.00	\$13.20
5547 – 6239	\$12.38	\$13.20	\$13.40	\$13.60
6240 – 6933	\$12.93	\$13.60	\$13.80	\$14.00
6934 – 7626	\$13.48	\$14.00	\$14.20	\$14.40
7627 – 8320	\$13.91	\$14.40	\$14.60	\$14.80
8321 +	\$15.64	\$16.24	\$16.84	\$17.44

<u>Agro Clerk</u>	Current	July 22 <sup>nd</sup> , 2012	July 21 <sup>st</sup> , 2013	July 20 <sup>th</sup> , 2014
0 - 692	\$8.87	\$10.00	\$10.20	\$10.40
693 – 1386	\$9.60	\$10.50	\$10.70	\$10.90
1387 – 2079	\$10.12	\$11.00	\$11.20	\$11.40
2080 – 2772	\$10.65	\$11.50	\$11.70	\$11.90
2773 – 3466	\$11.17	\$12.00	\$12.20	\$12.40
3467 – 4159	\$11.70	\$12.50	\$12.70	\$12.90
4160 – 4852	\$12.22	\$13.00	\$13.20	\$13.40
4853 – 5546	\$12.75	\$13.50	\$13.70	\$13.90
5547 – 6239	\$13.27	\$14.00	\$14.20	\$14.40
6240 – 6933	\$13.80	\$14.50	\$14.70	\$14.90
6934 – 7626	\$14.32	\$15.00	\$15.20	\$15.40
7627 – 8320	\$14.85	\$15.50	\$15.70	\$15.90
8321 +	\$16.68	\$17.68	\$18.48	\$19.28

Driver Sales	Current	July 22 <sup>nd</sup> , 2012	July 21 <sup>st</sup> , 2013	July 20 <sup>th</sup> , 2014
0 - 692	\$12.50	\$17.00	\$17.20	\$17.40
693 – 1386	\$12.98	\$17.50	\$17.70	\$17.90
1387 – 2079	\$13.46	\$18.00	\$18.20	\$18.40
2080 – 2772	\$13.94	\$18.50	\$18.70	\$18.90
2773 – 3466	\$14.42	\$19.00	\$19.20	\$19.40
3467 – 4159	\$14.90	\$19.50	\$19.70	\$19.90
4160 +	\$17.90	\$21.00	\$21.60	\$22.20

<u>Pharmacy Assistant</u>	Current	July 22 <sup>nd</sup> , 2012	July 21 <sup>st</sup> , 2013	July 20 <sup>th</sup> , 2014
0 - 692	\$8.70	\$10.00	\$10.20	\$10.40
693 — 1386	\$9.16	\$10.50	\$10.70	\$10.90
1387 – 2079	\$9.70	\$11.00	\$11.20	\$11.40
2080 – 2772	\$10.24	\$11.50	\$11.70	\$11.90
2773 – 3466	\$10.78	\$12.00	\$12.20	\$12.40
3467 – 4159	\$11.32	\$12.50	\$12.70	\$12.90
4160 – 4852	\$11.86	\$13.00	\$13.20	\$13.40
4853 – 5546	\$12.40	\$13.50	\$13.70	\$13.90
5547 – 6239	\$12.94	\$14.00	\$14.20	\$14.40
6240 – 6933	\$13.48	\$14.50	\$14.70	\$14.90
6934 – 7626	\$14.02	\$15.00	\$15.20	\$15.40
7627 – 8320	\$14.57	\$15.50	\$15.70	\$15.90
8321 +	\$17.11	\$19.11	\$19.91	\$20.71

<u>Registered Pharmacy</u> <u>Technician</u>	Current	July 22 <sup>nd</sup> , 2012	July 21 <sup>st</sup> , 2013	July 20 <sup>th</sup> , 2014
0 - 692		\$19.00	\$19.20	\$19.40
693 – 1386		\$19.50	\$19.70	\$19.90
1387 – 2079		\$20.00	\$20.20	\$20.40
2080 – 2772		\$20.50	\$20.70	\$20.90
2773 – 3466		\$21.00	\$21.20	\$21.40
3467 – 4159		\$21.50	\$21.70	\$21.90
4160 +		\$23.00	\$23.80	\$24.60

The two (2) red circled Gas Bar employees will receive the same increases as the top of the scale in Gas Bar Attendant scale.

### Retroactive Pay

The Co-operative agrees to pay retroactively to all employees on the payroll of the Co-operative on the date of ratification (July 14<sup>th</sup>, 2012) one (\$1.00) dollar per hour on all hours paid for the period of time from July 18<sup>th</sup>, 2010 until date of ratification (July 14<sup>th</sup>, 2012).

The words "on the payroll of the Co-operative" shall include all employees who are currently on vacation, authorized leave of absence, sick leave, injury leave, Short-Term disability, Workers' Compensation, maternity leave or parental leave.

### Letters of Understanding Between United Food and Commercial Workers **Canada** Union, Local **No.** 401 And Medicine Hat Co-op Limited

#### Letter of Understanding #1 - Joint Labour Management Committee

There shall be a Joint Labour Management Committee established, comprised of up to seven (7) representatives from each group - Management and the employees. It is agreed that one (1) of the employee representatives shall be from the Meat/**Deli Department**.

The purpose of the Committee shall be:

- (a) To promote better communications, mutual respect and understanding between the Co-operative and the employees throughout all departments of the Co-operative.
- (b) To discuss ways and means of improving working methods, safety, operating efficiency, maintenance, and the elimination of waste, as well as to discuss operational changes brought about by technological advancements.
- (c) To provide information on operations, programs or activities of local interest.
- (d) To allow for early resolutions of potential problems of a general nature (but not to replace or interfere with normal grievance procedures).
- (e) Copies of all minutes of all meetings will be posted on bulletin boards.
- (f) A Union Representative shall be permitted to attend any meetings whenever he/she is available.

Any other guidelines for the operation of this Committee shall be as determined by the Committee itself.

### Letter of Understanding #2 – Benefits Qualification/Disqualification

The parties hereby agree as follows:

- (a) For employees hired prior to February 5<sup>th</sup>, 1999, who are currently on the benefit plans as of May 31<sup>st</sup>, 2000, the following shall apply:
  - (i) An employee shall not be disqualified from the benefit plans unless the employee voluntarily restricts their hours of work to less than an average of twenty-four (24) hours per week in any twelve (12) week period.
- (b) For employees hired prior to February 5<sup>th</sup>, 1999, who are not currently on the benefit plans as of May 31<sup>st</sup>, 2000, the following shall apply:
  - (i) Upon qualifying for the benefit plans, an employee shall be required to maintain an average of twenty-eight (28) hours or more in any subsequent twelve (12) week period.
  - (ii) Employees who do not maintain an average of twenty-eight (28) hours or more in any subsequent twelve (12) week period shall be disqualified from the benefit plans.
  - (iii) Notwithstanding paragraph *(ii)*, an employee shall have the option of maintaining the benefit plans, provided that the employee pays the full cost of the premiums (including Co-operative's portion). In the event that the employee elects to maintain the benefit plans, the premiums must be paid by payroll deduction.
  - (iv) Employees who voluntarily restrict their hours of work to less than an average of twenty-four (24) hours per week in any twelve (12) week period shall be disqualified from the benefit plans and will not have the option to maintain the benefit plans as in paragraph *(iii)*.
- (c) For employees hired on or after February 5<sup>th</sup>, 1999, the following shall apply:
  - (i) Upon qualifying for the benefit plans, an employee shall be

required to maintain an average of thirty-two (32) hours or more in any subsequent twelve (12) week period.

- (ii) Employees who do not maintain an average of thirty-two (32) hours or more in any subsequent twelve (12) week period shall be disqualified from the benefit plans.
- (iii) Notwithstanding paragraph *(ii)*, an employee shall have the option of maintaining the benefit plans, provided that the employee pays the full cost of the premiums (including Co-operative's portion). In the event that the employee elects to maintain the benefit plans, the premiums must be paid by payroll deduction.
- (iv) Employees who voluntarily restrict their hours of work to less than an average of twenty-four (24) hours per week in any twelve (12) week period shall be disqualified from the benefit plans and will not have the option to maintain the benefit plans as in paragraph *(iii)*.

### Letter of Understanding #3 – Service Station Supervisor/Maple Avenue Gas Bar Supervisor

The Co-operative shall have the right to assign a Supervisor for the Service Station. The Supervisor shall receive a premium of one (\$1.00) dollar per hour worked.

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

It is understood that the Supervisors referred to in this Letter of Understanding will not be entitled to receive the Department Managers premium outlined in *Appendix "A"*.

Signed this d	ay of	, <b>2012</b> .
Medicine Hat Co-op I	_imited	United Food and Commercial Workers <i>Canada</i> Union, Local <i>No</i> . 401
For the <b>Co-operative</b>	2	For the Union:
<i>Evan Sorestad</i> Jacqui Pederson Ted Rodych		Trent Rasch Randy Klaudt Nancy Wolfer Anne Pomreinke Debbie Styre Kristy Bergdahl <i>Crystal Delainey</i> <i>Torrie Hinzman</i> <i>Lou Craig</i> <i>Sandy Harmeson</i> <i>Al Olinek</i>

This Agreement was ratified on *July 14<sup>th</sup>, 2012*.