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BETWEEN:

THE RED DEER CO-OP LTD., a body corporate carrying on business in the City of Red Deer in the Province of Alberta, hereinafter referred to as the "Co-operative"

OF THE FIRST PART

AND:

UNITED FOOD & COMMERCIAL WORKERS CANADA, LOCAL 401, an affiliate of the United Food & Commercial Workers International Union, AFL-CIO, & CLC, hereinafter referred to as the "Union"

OF THE SECOND PART

Renewal: June 30th, 2008

13565(01)

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This table provided for convenience only and is not a part of the contract.

MEMORANDUM OF AGREEMENT MADE THIS 6th DAY OF *July*,
2005.

BETWEEN:

THE RED DEER CO-OP LTD., a body corporate carrying on business in the City of Red Deer in the Province of Alberta, hereinafter referred to as the "Co-operative"

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UNITED FOOD & COMMERCIAL WORKERS CANADA, LOCAL 401, an affiliate of the United Food & Commercial Workers International Union, AFL-CIO, & CLC, hereinafter referred to as the "Union"

OF THE SECOND PART

Article 1 - Purpose

1. The purpose of this Agreement shall be to establish wage rates, hours of work, and other working conditions as outlined in this Contract.
2. To provide a method of settlement of disputes and grievances of employees covered by this Agreement.
3. To promote efficient operations and harmonious relations.

Article 2 - Clarification Of Terms

In this Agreement, whenever the words "he," "his," or "him," appear, it shall mean any person or persons covered by this Agreement.

Article 3 - Recognition

The Co-operative recognizes the Union as the sole Collective Bargaining Agency for employees covered by this Agreement.

Article 4 - Scope

This Agreement shall cover all eligible employees employed by the Red Deer Co-op Limited, in **its** place of business located in the Plaza Shopping Centre and Deer Park Food Store in the City of Red Deer, in the Province of Alberta, except those filling the following classifications:

- General Manager
- Office & Confidential Staff
- **Assistant Manager**
- Department Manager
- Meat Staff
- **Liquor Store Staff**
- **Pharmacists**
- Two (2) Management Trainees
- Home Improvement Centre Staff
- Convenience Store and Gas Bar **Staff**

Article 5 - Management Rights

1. The Management of the Co-operative and the direction of the working force, including the right to plan, direct and control operations, to maintain the discipline and efficiency of the employees, and to require the employees to observe the rules and regulations of the Co-operative, to hire, lay off, or relieve employees from duties, to suspend, demote, transfer, promote, discipline and discharge employees for just cause, are to be the right and function of the Co-operative.
2. The enumeration of Management's right set out above shall not exclude other functions not specifically set forth. The Co-operative therefore retains all rights not otherwise specifically covered in this Agreement.
3. ***The Union recognizes the responsibility of its members to perform their respective duties faithfully and diligently for the Co-operative and at all times carry out their individual responsibilities according to the regulations, methods and procedures established by the Co-operative.***

Article 6 - Union Security

- (a) The Co-operative agrees to maintain in ***its*** employ within the bargaining unit, as outlined in Article 4 of 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.

(b) Form Letter

The Co-operative agrees to provide each new employee at the time of employment with a form letter outlining to the employee his/her responsibilities in regard to Union membership outlining the provisions of Article 19 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 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 Co-operative. 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.

(c) New Employee Orientation

Each new employee will have the opportunity to have a meeting with a Shop Steward (or Business Agent) in order to familiarize them with the Collective Bargaining Agreement and procedures contained in it. The introductory meeting shall be considered as time worked and will not exceed fifteen (75) minutes.

Article 7 - Co-op Security

The Union agrees to encourage all *its* members who work at the Red Deer Co-operative to become active members of the Co-operative and to patronize the Co-operative to the best of their abilities.

Article 8 - Dues Checkoff

The Co-operative agrees to deduct from the wages of each employee upon proper authorization from the employee affected, such initiation fees, and Union dues as are authorized by regular and proper vote of the membership of 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 fifteenth (15th) of the following month, accompanied by a written statement of the names of the employees for whom the deductions were made and the amount of each deduction. **Dues** checkoffs are to be submitted on a monthly or four (4) week basis.

Article 9 - Job Classifications

1. Rates of pay for any new classifications that may be established by the Co-operative within the scope of this Agreement shall be subject to negotiations. The Co-operative shall have the right to establish a rate to be paid until the regular position rate is agreed upon.
2. All employees shall co-operate when requested by the Co-operative to work temporarily in a job classification other than their own and shall not suffer a reduction in pay.

Article 10 - Grievance Procedure

Step 1

- 1. It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is understood that the employee has no grievance until he/she has given his/her Supervisor the opportunity to adjust the complaint. Discussion of the complaint by the employee, Shop Steward or the Union Representative shall be considered as "Step 1" and shall be initiated within fourteen (14) days of the event giving rise to the complaint or be forfeited and waived by the aggrieved party. Should the complaint of the employee not be adjusted satisfactorily, it shall be reduced to writing and subject to the grievance procedure as outlined herein.*

Step 2

- 2. The written complaint shall be submitted to the General Manager or their designate within fourteen (14) days of the discussion in Step 1 if unresolved or be forfeited.*

If within fourteen (14) days of submission to the General Manager or their designate, the grievance has not been settled to the satisfaction of both parties, then at the request of either party of this Agreement, the grievance may be referred to arbitration.

After completion of any of the above steps, if the Union does not proceed to the next step in fourteen (14) days, the grievance shall lapse.

3. *The Union agrees to provide the Co-operative with the names of Shop Stewards and alternate Shop Stewards in writing and any changes that may occur from time to time.*

Article 11 - Arbitration

Arbitration shall involve a single arbitrator mutually agreeable to both parties. In the event the parties cannot agree to a single Arbitrator, either party may apply to the Minister of Labour to appoint an Arbitrator.

Once chosen, the Chairman, the Co-operative's Representative and the Union's Representative will meet as soon as possible to hear the matter in dispute. No person shall serve as a single Arbitrator who is involved or directly interested in the controversy under consideration.

Grievances submitted to a single Arbitrator shall be in writing and shall clearly specify the nature of the issues. In reaching his/her decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement in 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.

The findings and decisions of the Arbitrator shall be binding and enforceable on all parties.

Article 12 – Discipline And Discharge

1. The Co-operative agrees that in the event of desiring to dismiss an employee who has been in the employ of the Co-operative for over three (3) months, the provisions of the *Employment Standards Code* shall apply. The appropriate Section of the *Employment Standards Code* shall be posted in each store.
2. 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, disloyalty, *intoxication or use of alcohol or illicit drugs* during working hours and when termination is for just and proper cause.
3. No reprimands older than twenty-four **(24)** months shall be used in disciplinary proceedings, unless there have been other disciplinary steps taken for a repeat offence in the twenty-four (24) months following.
4. *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. The employee can request the Steward of his/her choice at work at the time. In situations of a delicate or confidential nature, the Co-operative will be reasonable in allowing the employee the Shop Steward of his/her choice. All such time spent by Shop Stewards in this capacity shall be considered as time worked.*

Article 13 - Statutory Holidays

1. The following days shall be considered holidays for which there will be no deduction in pay, providing they work their scheduled full day or part day before and their scheduled full day or part day after the holiday:

Thanksgiving Day	New Year's Day
Good Friday	Victoria Day
Canada Day	Labour Day
Remembrance Day	Christmas Day
Boxing Day	Family Day
Civic Holiday (first Monday in August)	

and all other public holidays proclaimed by the **Federal** or Provincial Governments. Should the Provincial Government rescind the Family Day holiday, it shall no longer be considered a holiday for the purpose of this Collective Agreement.

2. When a Statutory holiday occurs or a **Federal** or Provincial holiday is proclaimed, the work week shall be reduced by the number of hours the work schedule is affected. Employees working in excess of the reduced hours of work for that week shall be paid overtime rates for all such hours worked. Part-time employees **who are** not scheduled to work on the Statutory Holiday may be scheduled to work up to forty (40) hours at straight time rate of pay **upon mutual agreement**.

All part-time employees that work on a General Holiday will be paid at the rate of time and one half (1 ½ X) for all hours worked.

3. After thirty (30) calendar days from date of employment, employees other than those 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 of determining the normal hours worked shall **be** completed by averaging the hours worked on such days for the nine (9) weeks immediately preceding the holiday.

4. All part-time employees who have been employed three (3) months or more and have worked an average of at least thirty-two (32) hours or more per week in the nine (9) weeks preceding the week in which a General Holiday occurs, shall receive eight (**8**) hours pay at his/her regular hourly rate for each holiday. Time worked in excess of thirty-two (32) hours of actual work during a week in which a General Holiday or holidays occur, shall be paid at the rate of time and a half (1 ½ X).

All part-time employees who have been employed three (3) months or more and have worked an average of at least twenty-four (**24**) hours or more per week in the nine (9) weeks preceding the week in which a General Holiday occurs, shall receive six (6) hours' pay at his/her regular hourly rate for each holiday.

5. Statutory Holiday Premium Pay and Scheduling

- (a). Consistent with the scheduling practices of the Co-operative, the following shall serve as a guide to the interpretation and application, of the provisions of the Collective Agreement.
- (b). When a full-time employee does work on the holiday, they shall receive as compensation that week:

- Eight (8) hours Statutory Holiday pay;
 - Time and one half (1 ½ X) for all hours worked on the Statutory Holiday;
 - Thirty-two (32) hours pay for thirty-two (32) regular hours worked.
 - ***Full-time employees will have the option of working a four (4) day work week even when scheduled to work on the Statutory Holiday.***
- (c) When a full-time employee does not work on the holiday, he/she shall receive as compensation that week:
- Eight (8) hours Statutory Holiday pay;
 - Thirty-two (32) hours pay for thirty-two (32) regular hours worked.
- (d) Part-time employees will be allowed, if required by the Company, to work thirty-two (32) regular hours at straight time rates in addition to those hours worked on the Statutory Holiday.
- (e) Where there are two **(2)** Statutory Holidays in one (1) week, then the number of regular hours will be reduced to twenty-four **(24)**.

Article 14 - Annual Vacations

1. All full-time employees after one (1) year **of** service shall receive two (2) weeks vacation with pay.
2. All full-time employees after three (3) years **of** continuous service shall receive three (3) weeks vacation with pay.
3. All full-time employees after eight (8) years **of** continuous service shall receive four (4) weeks vacation with pay.
4. All full-time employees after eighteen (18) years **of** continuous service shall receive five (5) weeks vacation with pay.
5. The first two (2) weeks of vacations shall be scheduled from April 1st to September 30th inclusive unless otherwise mutually agreed by the Co-operative and the employee. It is further agreed that the third (3rd), fourth (4th), and/or fifth (5th) week of vacation for employees entitled to same may be scheduled at the discretion of the Co-operative.
6. For the purpose of vacation allowance, a full-time employee means an employee, who has completed one (1) calendar year of continuous service with the Co-operative, comprising of not less than two hundred twenty-five (225) days of actual work.
7. The annual vacation cut off for all employees shall be April 30th. Employees are required to take **the annual vacation** to which they are entitled and no carryover of vacation benefits will be allowed from one year to the next, except with the prior approval of Management.

8. Employees who have worked thirty (30) days but less than one (1) year who **terminate their employment or go on leave for a period longer than one (1) month**, will receive a vacation allowance to an amount equal to four (4%) percent of the total salary and wages earned for which no vacation allowance has been paid. Employees entitled to two (2), three (3), four (4) or five (5) weeks vacation and who **terminate** their employment shall receive payment for vacation allowance in the amount equal to four (4%) percent, six (6%) percent, eight (8%) percent or ten (10%) percent respectively of the total wage and salary earned by the employee during the period of employment for which no vacation allowance has been paid. **For those who go on leave for a period longer than one (1) month will have the option to receive their vacation allowance immediately or upon their return to work from such leave.**
9. When a Statutory Holiday occurs during an employee's vacation, an extra day's vacation with pay shall be granted if the holiday is one the employee would have received if he/she had been working.
10. Vacation pay for part-time employees shall be paid **out on** or before May 31st, on a separate cheque. **In no case** shall an employee receive less than that provided for in the Employment Standards Code of Alberta.
11. Part-time employees who have worked less than three (3) years shall be paid vacation pay at a rate of four (4%) percent of total salary and wages. Part-time employees who have worked three (3) or more years but less than eight (8) years, shall be paid vacation pay at a rate of six (6%) percent of total salary and wages. Part-time employees who have worked eight (8) years or more shall be paid vacation pay at a rate of

eight (8%) percent of total salaries and wages

12. Any employee currently receiving six (6) weeks of vacation shall not be reduced, but shall continue to receive six (6) weeks vacation.
13. The Co-operative shall notify the employees of their vacation entitlement in April of each year when the vacation schedules are being prepared.

Article 15 - Meal Periods - Rest **Breaks**

1. An employee working a shift of four (**4**) hours shall be given one (1) rest break not to exceed fifteen (15) minutes.
2. An employee working a shift of more than five (5) hours but less than seven (7) hours will have one (1) rest break not to exceed fifteen (15) minutes and one (1) meal period without pay.
3. An employee working a shift of seven (7) hours or more will have two (2) rest **breaks** not to exceed fifteen (15) minutes each and one (1) meal period without pay.
4. Meal periods shall not be shorter than one half (1/2) hour, nor longer than one (1) hour. Meal periods shall not commence earlier than three (3) hours nor more than five (5) hours after the start of the employees shift **without mutual agreement**.
5. Employees shall not be required to take their rest break sooner than one (1) hour after start of shift, or return from a meal period, nor later than one (1) hour before a meal period or end of shift. The Co-operative will endeavour to schedule rest breaks as near mid shift as possible.

6. Any employee abusing the above privileges shall be subject to discipline as determined by the Co-operative.
7. Rest breaks shall be with pay. Meal periods shall be without pay. Where time clocks are provided, employees are required to punch out for meal periods. **Employees shall not punch out for rest breaks.**
8. Any employee requested to work overtime immediately after an eight (8) hour shift shall be entitled to another rest **break** to commence at the beginning of the overtime, if the overtime will be for a period of more than two (2) hours.

Article 16 - Basic Work Week

1. The basic work week for regular full-time employees shall be forty (40) hours per week. The hours of work herein referred to are not to be construed as either minimum nor as a maximum guarantee of hours.

The basic work week shall consist of five (5) days per week.

2. All time worked in excess of the basic work week or the regular daily hours of work scheduled must be authorized by the Management. All time worked in excess of eight (8) hours per day shall be deemed overtime, and shall be paid at the rate of time and one half (1 ½ X) the regular hourly rate. **No employee will be required to work more than three (3) hours of overtime in any given day. Any work in excess of three (3) hours of overtime on a given day must be by mutual agreement.**
3. The Co-operative shall post the weekly work schedule for all employees not later than Tuesday 6:00 p.m. to cover a two

(2) week period. If a new schedule is not posted by Tuesday 6:00 p.m., then the schedule already posted shall apply for the following week.

An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies. An employee, whose schedule is changed by reason of the foregoing, will be notified **as** soon as possible.

In all other cases, at least one (1) day notice of any change must be given.

It shall be the Company's responsibility to notify all employees affected by a change in their schedule.

4. **Sunday Work**

- a. Sunday shall be the first (1st) day of the work week.
- b. Employees shall be paid at regular rates for such time.
- c. Employees will receive a premium of seventy-five (75¢) cents per hour for all hours worked on Sunday. Such premium shall not be added to the employee's hourly rate of pay for the purpose of computing overtime pay.
- d. Employees will not be scheduled to work on consecutive Sundays without mutual agreement.

5. Daily hours of work shall be consecutive with the exception of rest periods and meal periods.

No split shifts shall be worked.

There will be an interval of not less than nine (9) hours off between scheduled work shifts for all employees. Any employee required to work with less than nine (9) hours off between scheduled shifts will be paid at the rate of time and one half (1 ½ X) their hourly rate for all time worked prior to the expiry of the nine (9) hour interval.

6. The Co-operative shall schedule *all* employees two (2) consecutive days off once every four (4) weeks, and where practical, the schedule will provide for a fair rotation.

Further, should an employee desire to have some other days off at the time he/she would normally be scheduled for two (2) consecutive days off **as** set out above, they shall advise the Co-operative in writing before the schedule for the weeks in question are posted, and if same occurs, the employee will forfeit his/her consecutive days off in that four (4) week period.

Subject to operational needs, the Co-operative will endeavour to continue its current practice of scheduling employees' hours of work over five (5) days each week.

No employees 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 desires.

7. *Working Off the Clock*

Bargaining unit employees shall be paid for all time worked. The Co-operative agrees to advise any employee not claiming pay for all time worked that claiming such pay is a condition of employment.

Employees in breach of this provision shall be subject to discipline.

This provision of the Collective Agreement shall be posted by the Co-operative by the time clock.

Article 17 – Scheduling

As a general practice, senior part-time employees should not be scheduled for less hours than more junior part-time employees. This statement is subject to qualifications which include, but are not limited to, the following:

1. Does not apply to employees hired on a specific understanding about hours available, or for a specific limited role.
2. Availability - the employee must be available on an on-going basis.
3. Willingness to share in hours or days which may be considered less desirable - i.e., Saturday, Sunday, evenings, etc.
4. Knowledge of and ability to perform the work to be done, as determined by the Co-operative.
5. Junior employees may be scheduled for extra hours during initial employment to facilitate training.
6. The Co-operative will continue its current practice of calling in part-time employees by seniority.

The Co-operative agrees that senior employees will be called in or have their shift extended prior to employees junior to them. This will not apply if it would result in overtime or a call-in of less than four (4) hours.

7. The Co-operative will attempt to schedule the more senior part-time employees **so** as to allow them the opportunity to obtain other shifts during the week if they **so** desire. This is not in any way to be construed as a guarantee of hours, a maximization of hours, nor as conferring daily seniority.
8. Part-time employees shall not be transferred by the Co-operative to another store if such transfer results in **loss** of hours unless the employee wishes to be transferred.

9. Reduction of Hours

The Union agrees that the Co-operative has the right to determine the minimum number of employees it requires in each classification to provide service to its customers in its locations. The Company agrees to minimize the reduction of weekly hours or work for senior part-time employees wherever possible when a downward adjustment of hours is implemented.

The Employer shall not reduce the weekly hours of an employee for the purpose of replacing such hours with another employee at a lower rate of pay.

Article 18 - Seniority

1. *Vacancies and new positions shall be filled on the basis of merit, ability and seniority; where merit and ability are comparable and sufficient, the senior applicant will be selected.*

2. **Job Postings**

When job vacancies occur and when the Co-operative creates new job classifications, they will be posted on the bulletin board for a period of seven (7) working days, during which time applications may be made by the employees. All jobs posted will include all information pertaining to the posted position. For Example: hours of work, duties of the position, etc.

3. Seniority for full-time employees shall be defined **as** the length of continuous service with the Co-operative.

For part-time employees the total number of hours worked since the last day the employee entered the Co-op's employment shall be used considering applications for openings for full-time employment.

4. During the first three (3) months of employment each new employee shall be on probation. The decision **as** to 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 Article 10 and 11 of this Agreement. Time lost by probationary employees for personal or health reasons shall be discounted from the prescribed probationary period.

5. Unless experience, fitness and ability of the employee as evaluated by the Co-operative is greater than the other employee regularly working full-time, length of continuous service with the Company shall govern in cases of lay-off, reduction to part-time employment and re-hire.
6. Full-time employees reduced to part-time shall be offered available work in accordance with **Paragraph #5**. The foregoing provisions do not apply to employees hired to work as relief staff or replace employees who are absent due to vacations, sickness, accident or other leaves of absence.

Full-time employees laid off in accordance with the above provisions by the Company shall be recalled to work by registered mail, to the employee's **last** known address, in order of length of service with the Company, provided:

- a. No more than six (6) months has elapsed since the last day worked by the employee, and
 - b. The employee reports for duty within seven (7) days from the date recall notice is mailed, and
 - c. The employee is capable of performing the work.
7. Full-time employees rehired within six (6) months of their lay-off shall retain their previous length of service for the purpose of this Article and Vacation - Article 14 and for recalls.
 8. (a) In the event the Co-operative must reduce its workforce (i.e., resulting in a reduction in the number of employees) arising out of a shortage of scheduled work, it shall be considered a lay-off. Providing merit, fitness and ability are sufficient; lay-off shall be done by reverse seniority by classification. Termination for cause shall

not be considered a lay-off, nor shall the scheduling of an employee for zero (0) hours for four (4) consecutive weeks or less.

- (b) Any employee who will be laid off shall be given notice, or pay in lieu thereof, in accordance with the Employment Standards Code of Alberta. An employee on lay-off for a continuous period in excess of six (6) months shall lose all seniority rights, including right to recall.
- (c) The recall of employees on lay-off shall be done in order of seniority, providing the employee has previously worked in the classification of recall and possesses sufficient merit, fitness and ability to perform the duties of the classification into which she is being recalled.
- (d) When recalling an employee who has been laid off, the Co-operative shall notify such employee by registered letter addressed to the employee's last known address. It shall be the responsibility of the employee to keep the Co-operative advised as to the employee's current address.
- (e) The employee concerned must notify the Co-operative within seven (7) calendar days of the mailing of such letter, stating his/her acceptance or refusal of the employment offered. Failure to reply within seven (7) days shall result in the **loss** of all rights to recall for the employee concerned. However, should the employee reply within thirty (30) days and is able to provide a bona fide reason to the satisfaction of the Co-operative why he/she was unable to reply, the employee shall maintain his/her rights to recall.

- (f) Subject to the bylaws of the plans concerned, employees receiving benefits prior to lay-off shall have their benefits continued to the end of the pay period closest to the end of the calendar month in which they are laid off, with premiums paid on the same basis as if they were otherwise actively employed.
- (g) The Co-operative will make all efforts to **place** a laid off employee in another position within the Co-operative, provided the employee has the fitness, merit and ability for the position.
- (h) An employee who is recalled to their former classification will be reinstated to their previous career hours and at their previous rate of pay.

Article 19 - Wages

1. The Co-operative agrees to **pay** to **all** persons (whether part-time or full-time) covered by the terms of this Agreement, no less than the schedule of wages (Appendix A) during such time as this Agreement is in force, and provided that if an employee is receiving a wage rate in excess of the rates herein contained, such wage rates shall not be reduced by reason of the signing of this Agreement.
2. Part-time or extra employees shall be paid at their regular hourly rate for each hour worked, except when employed for less than four (4) consecutive hours per day, in which event they shall receive a minimum of four (4) hours' pay.

If an employee is called by the Co-operative to report for work and upon reporting finds that his/her services are not needed, he/she shall receive two (2) hours' pay.

3. Time Clocks And Time Cards And Such Other Recording

The Co-operative shall provide either a time clock 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 commenced and return from meal periods and such other recordings as may be required by the Co-operative.

4. Night Shopping Premium

Employees hired prior to **September 19th**, 1993, working twenty-four (24) hours or more per week will receive sixty-five cents (\$0.65) per hour between 6:00 and 9:00 p.m.

5. Night Shift Premium

- (a) Employees when required to work before 7:00 a.m. and/or after **10:00 p.m.** shall be compensated at the rate of **fifty (\$0.50) cents per hour effective May 9th, 2005, fifty-five (\$0.55) cents per hour effective July 1st, 2006, and sixty (\$0.60) cents per hour effective July 1st, 2008**, in addition to their straight time hourly rate for each hour worked between **10:00 p.m.** and 7:00 a.m.
- (b) No employee shall be required to work alone on the premises on night shift.
- (c) Night shift premium or night shopping premiums shall not be added to the employee's hourly rate of pay for the purpose of computing overtime pay.

6. Night Stocking (**Grocery Only**)

Where night stocking is in effect and in the absence of the Department Manager or Supervisor, there will be one (1) clerk appointed on night stocking crew to act as Lead Hand. A premium rate of thirty-five (\$0.35) cents per hour will be paid to the Lead Hand for all time so appointed.

7. Rates for Relief Work

Employees temporarily **assigned to relieve** a Department Manager for a period of more than two (2) days shall receive the minimum rate established by the Co-operative for such position for all time so employed.

8. Head Cashier

Employees assigned to relieve a Head Cashier for over two (2) days in a week, shall as a minimum be paid the applicable rate established for their premium rate classification in this contract for all time so employed.

9. Store Lockup Premium

In the event an employee is assigned to lock up the store, the employee shall be paid a premium of one (\$1.00) dollar per hour for all time worked in that position.

Store lockup hours will be indicated on the work schedule.

Article 20 - Credit For Previous Experience

- (a) ***New employees will be classified according to previous comparable food experience as listed on their job***

application or resume. No credit for previous experience will be given when the employee has been out of the industry for thirty-six (36) months or more.

New employees having previous comparable experience may be paid at a lower scale of wages than their claimed experience calls for, but not less than the minimum rate established by this contract, for a probationary period not to exceed forty-five (45) days from the date of employment, provided that if the employee's services are retained, and their experience is accepted as comparable, then after the forty-five (45) day period, they shall receive any difference between the probationary rate paid and the rate for which their experience qualifies them.

It is further understood that the rate paid retroactively shall not apply for the first ten (10) working days. New employees shall receive written notification showing any credit granted for previous experience.

- (b) In the event of any disagreement as to the credit granted for previous experience, such disagreement shall be considered a grievance and the grievance procedure provided in the Agreement shall apply. Provided the Co-operative has given the employee concerned the written notification showing credit granted for previous experience as required by this contract, no consideration shall be given to any disagreement pertaining to credit for previous experience if presented later than time limits as set out in Article 10 - Grievance Procedure.

Article 21 - Cash Shortages

No employee may be required to make up cash register shortages unless he/she is given the privilege of checking the money and

Article 23 - General

1. Medical Ex

Where the Co-operative requires an employee to take a physical examination, the Doctor's fees for examinations shall be paid by the Co-operative. The first examination shall take place on the employee's own time. The Co-operative reserves the right to request a second opinion from a physician that is agreeable to both parties.

2. Jury Duty/Jury Selection

Regular full-time employees and regular part-time employees working twenty-four (**24**) hours or more per week summoned to Jury Duty or subpoenaed as a material witness shall be paid wages amounting to the difference between the amount paid to them for Jury services and the amount they would have earned had they worked on such days. Employees on Jury Duty or **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 excused from Jury Duty for the rest of that day or days and fails to report back to work, or if Jury Duty occurs on the employee's scheduled day 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 remain to be worked. Total hours on Jury Duty or when serving as material witness and actual work on the job in the store in one day shall not exceed eight (8) hours for purposes of establishing the basic work day. Any time worked in the store in excess of the combined total of eight (8) hours shall be considered overtime and paid as such under the Agreement.

3. Joint Labour Management Committee

The Co-operative and the Union agree to establish a Joint Labour Management Committee to meet as required by either the Union or the Co-operative to discuss any items that are of concern to either party arising out of the operations of the Collective Agreement.

The Joint Labour Management Committee will be composed of up to **three (3)** representatives from the employees and up to **three (3)** representatives from Management. The employee representatives will be chosen by the Union. Management representatives will be chosen by the Co-operative. In addition, the Union shall be allowed to have one (1) full-time Union Representative in attendance at meetings. It is understood that the employee representatives will be selected in most cases from both the Retail and Bakery Unionized staff, as determined by the Union.

Either party shall inform the other in writing at least seven (7) calendar days in advance of meetings of the items it wishes to place on the agenda for that meeting.

4. Grocery Clerks Cashing (**Grocery Only**)

Grocery Clerks, will not be scheduled to do Clerk/Cashier work. This Agreement acknowledges, however, that a Grocery Clerk may have to perform occasional Clerk/Cashier work, if necessary, for the purposes of relief or in the event of emergencies. ***In addition, Cashiers may be required to perform Grocery Clerk work, if necessary, in the event of emergencies.***

An emergency will be defined as any sudden or unusual occurrence or condition that could not, by the exercise

of reasonable judgment, have been foreseen by the Co-operative.

5. Express Checkouts

Express checkout duties will be rotated, unless otherwise mutually agreed, so that no Clerk/Cashier will be required to serve more than six (6) hours per day in such duties.

6. Benefits

The current policy of the Co-operative is to provide group insurance, long term disability, superannuation, and extended health benefits, in accordance with the bylaws of these plans, and will continue during the term of this Contract.

7. Water Bottle

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

- 1) The bottle is a "Coop" 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.*

8. Health and Safety

The Co-operative shall make provisions for the safety and health of their employees during working hours, in

accordance with the provisions of the Worker's Compensation Act. The Union may, from time to time, bring to the attention of the Co-operative, recommendations for improvements in conditions of work; and such conditions shall be subject to discussion between the Co-operative and the Union.

The Co-operative agrees to ensure the health and safety of its employees. All health and safety matters may be grieved and arbitrated. Employees can refuse to perform work they believe to be unsafe.

9. Sexual and Personal Harassment

The Co-operative recognizes the right of employees to work in an environment free from racial, sexual and personal harassment. Where an employee alleges that harassment has occurred on the job, the employee shall have the right to grieve under the Collective Agreement. Where an allegation of harassment has been received by the Co-operative, it will be investigated on a priority basis. The Co-operative agrees to ensure that the Company policy on Discrimination/Sexual Harassment be available and accessible to all employees. Each employee will be provided with a copy of the Company policy as stated above.

10. Bakery/Deli Sanitation

- (a) Bakery/Deli premises shall be kept clean and sanitary throughout, by all employees.

Employees shall keep their persons in a clean and sanitary manner. All employees shall at all times leave benches, machinery and floors around benches clean and, except in cases of necessity for repairs, in good

condition for the immediate resumption of work for the next shift.

- (b) The Co-operative shall provide and maintain for convenience of employees, toilets, washrooms and lockers.
- (c) The use of tobacco in any form or the consuming of bottled drinks in any part of the Bakery is prohibited and shall be considered cause for discharge.
- (d) The Union agrees that employees found abusing or disregarding conditions, as outlined in (a) or (c) above shall be grounds for discharge for proper cause.

11. Smocks (**Bakery Only**)

The Co-operative agrees to continue the present practice in respect to supplying whites.

Article 24 – Leaves

1. **Sick Leave**

Full-time employees will accumulate credits at the rate of eight (8) hours for each month of employment up to a maximum of four hundred (400) hours.

2. **Leave of Absence**

Any employee requesting a leave of absence must apply to the General Manager, in writing, stating the reasons. The General Manager, upon making his/her decision, will advise the employee in writing.

3. Maternity Leave

Employees may request maternity leave for a period up to a maximum of fifteen (15) weeks. Such request will be granted, provided the employee submits to her Co-operative a request, in writing, for such leave at least four (4) weeks, where possible, prior to the date she intends to commence such leave, and, if requested by the Co-operative, a certificate from a qualified medical practitioner certifying that she is pregnant and indicating the estimated date of delivery, or, alternatively indicating the actual date of delivery. Such leave may, at her discretion, commence at any time during the twelve (12) weeks immediately before the estimated date of delivery. Such leave must commence, at the latest, on the date of delivery.

Employees will continue to accrue seniority while on maternity leave.

During the period of voluntary maternity leave or during parental leave, employees will have the option of maintaining their coverage under the Company benefit plan by pre-paying the cost of those benefits.

Maternity leave shall be without pay.

The employee, when returning to work at the end of her leave (maternity or parental leave) shall give the Co-operative four (4) week's notice of date of return. An employee wishing to return to work prior to six (6) weeks immediately following the date of delivery, shall provide the Co-operative a medical certificate indicating that resumption of work will not endanger her health.

Employees' who have chosen not to maintain benefits during the voluntary portion of maternity leave (that is, the period in which there is not a valid health-related reason for absence from work) or parental leave, will have benefits reinstated upon return to work.

The employee shall be returned to her former position. Should that position no longer exist, the employee shall be returned to a comparable position at the completion of her maternity and/or parental leave.

The Co-operative agrees to comply with all applicable legislation pertaining to maternity leave.

4. Parental/Adoption Leave

An employee may request a parental or adoption leave of absence without pay for the care and custody of a newborn child or an adoptive child. Such leave will be to a maximum of thirty-seven (37) weeks.

Such leave shall be granted provided the employee requests the leave in writing at least four (4) weeks before the date specified in the application as the date the employee intends to commence the leave, 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. If the employee cannot comply with the written notice requirement for these reasons, the employee must give the Co-operative written notice at the earliest possible time of the date the employee will start or has started parental leave.

The leave will be taken during the first fifty-two (52) weeks after the birth of the child, or, in the case of an adoption, after the child comes into the custody of the employee.

The employee shall continue to accrue seniority while on such leave.

Employees will have the option of maintaining their coverage under the Company benefit plan by pre-paying the cost of those benefits prior to commencing such leave.

Employees who choose not to maintain their benefit coverage under the Company benefit plan will have their benefits reinstated upon return to work.

The employee, when returning to work, shall give the Co-operative four (4) weeks notice of return to work.

The employee shall be returned to his/her former position. Should that position no longer exist, that employee shall be returned to a comparable position at the completion of his/her leave.

The Co-operative agrees to comply with all applicable legislation pertaining to Paternity/Adoption leave.

Article 25 - No Strike Or Lockout

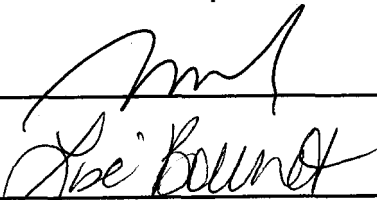
During the life of this Agreement, there shall be no strike, slowdown or work stoppage on the part of the Union or its members, nor shall there be any lockout on the part of the Co-operative.

Article 26 - Duration Of Agreement

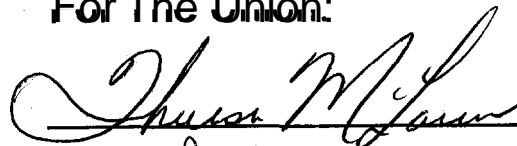
This Agreement shall be effective from **July 1st, 2004**, and shall remain in force until **June 30th, 2008**, and thereafter from year to year, however, either party may, not more than one hundred and twenty (120) days and not less than sixty (60) days before the expiry date or renewal date of such Agreement, give notice in writing to the other party to terminate such Agreement or to negotiate a revision thereof.

Signed this _____ day of _____, **2006**.

For The Co-operative:



For The Union:



Bargaining Committee:

***Rhonda Barber
Kay Borovec
Monica Brown
Jamie MacEachern
Kari Noete
Gillian Wickes
Nathalie Doerth
Theresa McLaren***

This Agreement was ratified on May 9th, 2005.

Appendix "A"

Clerks/Cashiers:

	<u>July 4, 2004</u>	<u>July 3, 2005</u>	<u>July 2, 2006</u>	<u>June 24, 2007</u>
Start	\$7.60	\$7.80	\$7.90	\$8.00
1040 Hours	\$8.10	\$8.30	\$8.50	\$8.70
2080 Hours	\$8.61	\$8.81	\$9.01	\$9.21
3120 Hours	\$9.45	\$9.65	\$9.85	\$10.05
4160 Hours	\$10.27	\$10.47	\$10.67	\$10.87
5200 Hours	\$11.09	\$11.29	\$11.49	\$11.69
6240 Hours	\$11.92	\$12.12	\$12.32	\$12.52
7280 Hours	\$12.75	\$12.95	\$13.15	\$13.35
8320 Hours	\$13.84	\$14.24	\$14.54	\$14.84

Head Cashier: Two (\$2.00) Dollars Above Top of Scale Rate

Pharmacy Technicians:

	<u>July 4, 2004</u>	<u>July 3, 2005</u>	<u>July 2, 2006</u>	<u>June 24, 2007</u>
Start	\$13.00	\$13.20	\$13.40	\$13.60
1040 Hours	\$13.75	\$13.95	\$14.15	\$14.35
2080 Hours	\$14.50	\$14.70	\$14.90	\$15.10
3120 Hours	\$15.25	\$15.45	\$15.65	\$15.85
4160 Hours	\$16.00	\$16.40	\$16.80	\$17.20

Pharmacy Technicians

Pharmacy technicians without the necessary certificate or diploma will receive two (\$2.00) dollars per hour less that the posted rates.

Bakery / Deli Clerks:

	<u>July 4, 2004</u>	<u>July 3, 2005</u>	<u>July 2, 2006</u>	<u>June 24, 2007</u>
Start	\$7.30	\$7.60	\$7.80	\$8.00
1040 Hours	\$7.65	\$7.85	\$8.05	\$8.25
2080 Hours	\$8.02	\$8.22	\$8.42	\$8.62
3120 Hours	\$8.55	\$8.75	\$8.95	\$9.15
4160 Hours	\$9.07	\$9.27	\$9.47	\$9.67
5200 Hours	\$9.59	\$9.79	\$9.99	\$10.19
6240 Hours	\$10.13	\$10.33	\$10.53	\$10.73
7280 Hours	\$10.66	\$10.86	\$11.06	\$11.26
8320 Hours	\$11.52	\$12.12	\$12.52	\$12.92

Bakers:

	<u>July 4, 2004</u>	<u>July 3, 2005</u>	<u>July 2, 2006</u>	<u>June 24, 2007</u>
Start	\$11.26	\$11.46	\$11.56	\$11.66
1040 Hours	\$11.91	\$12.11	\$12.31	\$12.51
2080 Hours	\$12.56	\$12.76	\$12.96	\$13.16
3120 Hours	\$13.20	\$13.40	\$13.60	\$13.80
4160 Hours	\$13.85	\$14.05	\$14.25	\$14.45
5200 Hours	\$14.50	\$14.70	\$14.90	\$15.10
6240 Hours	\$15.16	\$15.36	\$15.56	\$15.76
7280 Hours	\$15.82	\$16.02	\$16.22	\$16.42
8320 Hours	\$16.57	\$17.07	\$17.37	\$17.67

Cake Decorator shall receive one (\$7.00) dollar per hour over the current Bakery Helper rate. Current rate is red circled if more than one (\$7.00) dollar over the Bakery Helper

Letter of Understanding #1

Re: Modified Duties

The Union and the Co-operative hereby agree that they will meet and discuss modified duties for an injured, ill or disabled employee, where such modification of duties is appropriate to the individual circumstances of the employee.

Letter of Understanding #2

Re: Vacation Use for Child Care

The Co-operative shall modify its policy regarding vacation so as to provide for a Full-Time employee, whose child is ill, to take up to one ~~(1)~~ week of accumulated vacation in blocks of less than one (1) week, in order to provide for the child's care.

Letter of Understanding #3

Re: Transfers of Employees from Outside the Bargaining Unit

Notwithstanding the provision of Article 17(1) and (5) of the Collective Agreement:

Where an employee outside of the bargaining unit (**Red Deer Co-op**) requests a transfer to a location or position within the bargaining unit (**Red Deer Co-op**), for the purposes of obtaining more hours, that employee shall retain their seniority for the purposes of wage progressions, and for vacation and benefit entitlement, but not for the scheduling of hours and layoff purposes.

Where the Co-operative requests that an employee outside of the bargaining unit (*Red Deer Co-op*) transfer to a location or position inside the bargaining unit (*Red Deer Co-op*) due to the operational needs of the Co-operative, or posts a position that an employee outside of the bargaining unit responds to and is successful in obtaining, that employee shall retain their seniority for all purposes.

Letter of Understanding #4

Notwithstanding the wage scale set out in Appendix "A", *employees shall be paid at the off scale rate as set out in the letter given to the Union during the bargaining process.*

Letter of Understanding #5

Re: Cashier Duties

The Union and the co-operative agree that the duties of a cashier are as follows:

- 1) Check-stand duties;*
- 2) Price changes, including the changing of shelf tickets;*
- 3) Office work;*
- 4) Stocking the check stand area;*
- 5) Cleaning and housekeeping duties related to the check-stand;*
- 6) Stocking and facing of front-ends.*

Letter of Understanding #6

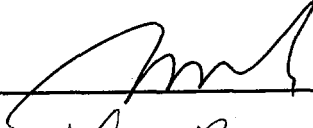
Re: Hours For Baker in Relief of Bakery Manager

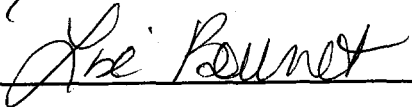
It is mutually agreed between the Co-operative and UFCW, that whenever a **Journeyman** is assigned to relieve the Bakery Manager, that employee will be paid overtime for **all** hours worked over **forty (40)** hours in the week.

All overtime must be approved by the Supervisor prior to them being worked, as per the personnel policies.

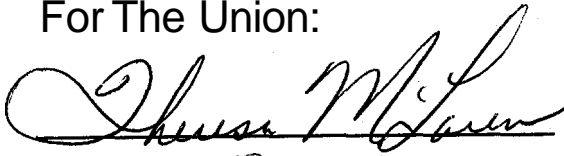
Signed this _____ day of _____, **2006**.

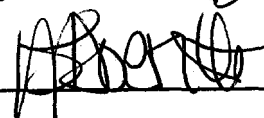
For The Co-operative:





For The Union:





Bargaining Committee;

***Rhonda Barber
Kay Borovec
Monica Brown
Jamie MacEachern
Kari Noete
Gillian Wickes
Nathalie Doerth
Theresa McLaren***

This Agreement was ratified on May 9th, 2005.