

***CENTRAL ALBERTA CO-OP LTD.* AGREEMENT**

BETWEEN:

CENTRAL ALBERTA 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 AND COMMERCIAL WORKERS CANADA UNION, LOCAL NO. 401, hereinafter referred to as the "Union"

OF THE SECOND PART

Renewal: ***July 13th, 2019***

13565 (04)

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MEMORANDUM OF AGREEMENT MADE THIS ____ DAY OF _____, **2016**.

BETWEEN:

CENTRAL ALBERTA 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 AND COMMERCIAL WORKERS CANADA UNION, LOCAL NO. 401, hereinafter referred to as the "Union"

OF THE SECOND PART

Article 1 – Purpose

The purpose of this Agreement shall be:

- (a) To establish wage rates, hours of work, and other working conditions as outlined in this Contract.
- (b) To provide a method of settlement of disputes and grievances of employees covered by this Agreement.
- (c) 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 **Central Alberta Co-op Ltd.**, 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

- (a) 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.
- (b) The enumeration of the Co-operative 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.
- (c) 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 20 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 (15) minutes.

(d) Union Stewards will be afforded the opportunity, where necessary, to utilize up to five (5) minutes of Co-operative time to perform Union Steward duties.

(e) 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 7 – Co-op Security

The Union agrees to encourage all its members who work at the **Central Alberta** 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 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.

Upon mutual agreement, the Co-operative may submit dues electronically in a manner acceptable to both parties.

Article 9 – Job Classifications

- (a) 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.

Should negotiations come to an impasse, then either party shall have the right to invoke the grievance and arbitration process to determine the rate of pay.

- (b) 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

- (a) It is the mutual desire of the parties hereto that complaints of employees, the Union and the Co-operative shall be **resolved** as quickly as possible. It is understood that the employee has no grievance until he/she has given his/her Supervisor the opportunity to **resolve** 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 twenty-one (21) 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 **resolved** satisfactorily, it shall be reduced to writing and subject to the grievance procedure as outlined herein.

Step 2

- (b) The written complaint shall be submitted to the General Manager or their designate within twenty-one (21) days of the discussion in Step 1 if unresolved or be forfeited.

If within twenty-one (21) days of submission to the General Manager or their designate, the grievance has not been **resolved** 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 thirty (30) days, the grievance shall lapse.

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.

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

- (a) 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.
- (b) 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.
- (c) No discipline 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.

In cases involving violence in the workplace, harassment, bullying, or major safety violations, documents will remain on the Co-operative's file but will not be used for any purpose in disciplinary proceedings or in disciplinary arbitrations outside of the twenty-four (24) month period listed in the above paragraph.

- (d) 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 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

- (a) 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:

New Year's Day

Family Day

Good Friday

Victoria Day

Canada Day

Civic Holiday (first Monday in August)

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

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.

- (b) 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 Statutory Holiday will be paid at the rate of time and one half (1 1/2 X) for all hours worked.

- (c) 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.
- (d) 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 Statutory 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 Statutory Holiday or holidays occur, shall be paid at the rate of time and a half (1 1/2 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 Statutory Holiday occurs, shall receive six (6) hours' pay at his/her regular hourly rate for each holiday.

(e) Statutory Holiday Premium Pay and Scheduling

- (i) 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.

- (ii) 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 1/2 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.

- (iii) 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.

- (iv) Part-time employees will be allowed, if required by the Co-operative, to work thirty-two (32) regular hours at straight time rates in addition to those hours worked on the Statutory Holiday.

- (v) 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

- (a) All full-time employees after one (1) year of continuous service shall receive two (2) weeks vacation with pay.
- (b) All full-time employees after three (3) years of continuous service shall receive three (3) weeks vacation with pay.
- (c) All full-time employees after eight (8) years of continuous service shall receive four (4) weeks vacation with pay.
- (d) All full-time employees after eighteen (18) years of continuous service shall receive five (5) weeks vacation with pay.
- (e) **All full-time employees after twenty-five (25) years of continuous service shall receive six (6) weeks vacation with pay.**
- (f) 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), fifth (5th), and/or **sixth (6th)** week of vacation for employees entitled to same may be scheduled at the discretion of the Co-operative **upon three (3) weeks notice.**

Vacation entitlement will be scheduled by seniority in order of the length of continuous employment with the Co-operative. Full-time employees will select the first two (2) weeks of their vacations in order of seniority, followed by the part-time employees selecting their first two (2) weeks of vacation in

order of seniority. Full-time employees will then select as much of the balance of their entitlement as they wish in order of seniority, followed by the part-time employees in order of seniority. Any remaining entitlement not scheduled by April 1st will be allocated on a first-come, first-served basis.

Any employee with five (5) or more weeks of vacation entitlement may schedule up to three (3) weeks consecutively during prime time (April 1st to September 30th).

- (g) For the purpose of vacation entitlement, 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.
- (h) 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 the Co-operative's Management.
- (i) 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), five (5), **or six (6)** 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, ten (10%) percent, **or twelve (12%) 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. 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.

- (j) 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.
- (k) Part-time employees who have worked less than three (3) years shall be paid vacation pay at the rate of four (4%) percent of total gross earnings. Part-time employees who have worked three (3) or more years but less than eight (8) years shall be paid vacation pay at the rate of six (6%) percent of total gross earnings. Part-time employees who have worked eight (8) years or more shall be paid vacation pay at the rate of eight (8%) percent of total gross earnings. Part-time employees who have worked eighteen (18) years or more shall be paid vacation pay at the rate of ten (10%) percent of total gross earnings. ***Part-time employees who have worked more than twenty-five (25) years shall be paid vacation pay at the rate of twelve (12%) percent of total gross earnings.***

Vacation pay for part-time employees shall be paid as part of the normal payroll process, based upon the Co-operative's current practice as per the above paragraph. Part-time employees are entitled to the same amount of time off as a full-time employee for the purposes of vacation.

- (l) 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

- (a) An employee working a shift of four (4) hours shall be given one (1) rest break not to exceed fifteen (15) minutes.
- (b) 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.
- (c) 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.
- (d) 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 employee's shift without mutual agreement.
- (e) 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 not 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.
- (f) Any employee abusing the above privileges shall be subject to discipline as determined by the Co-operative.
- (g) 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.

Breaks and meal times should be uninterrupted. Employees who do not receive a fifteen (15) minute rest period due to the

requirements of the business, shall receive an additional fifteen (15) minutes pay at their regular hourly rate.

- (h) 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

- (a) 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.

Definitions: Full-time – forty (40) hours per week, Regular part-time – twenty-four (24) to thirty-six (36) hours per week, Casual part-time – under twenty-four (24) hours per week. For regular part-time and casual part-time the calculation of hours is based on a rolling thirteen (13) week average.

- (b) All time worked in excess of the basic work week or the regular daily hours of work scheduled must be authorized by the Co-operative's 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 1/2 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.

When there is overtime to be worked, it will be offered in

seniority order to the employees within the department or shift, and capable of performing the required work. Overtime will be offered by seniority first among those who are scheduled to work on the day in question before it is offered to others. Any overtime required that is four (4) hours or more shall be called in by order of seniority.

If there are insufficient volunteers, employees within the department and shift, and capable of performing the required work, will be required to work in reverse order of seniority. The Co-operative will advise the employees required to work overtime as soon as possible. When overtime is required on an employee's regular day off, it will be offered by seniority to the employees who are capable of performing the required work. If there are insufficient volunteers, the Co-operative will schedule in reverse order of seniority. Employees may be excused from the requirement to work overtime for bona-fide reasons, such as Doctor or professional appointments, etc., and prearranged personal commitments. The Co-operative will not act unreasonably in excusing employees from overtime for bona-fide reasons, and employees will limit their requests to be excused to the greatest extent possible.

- (c) The Co-operative shall post the weekly work schedule for all employees not later than Sunday 12:00 p.m. (noon) to cover a two (2) week period. If a new schedule is not posted by Sunday 12:00 p.m. (noon), 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 forty-eight (48) hours notice of any change must be given.

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

(d) Sunday Work

(i) Sunday shall be the first (1st) day of the work week.

(ii) Employees shall be paid at regular rates for such time.

(iii) Employees will receive a premium of seventy-five (\$0.75) 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.

(iv) Employees will not be scheduled to work on consecutive Sundays without mutual agreement.

(e) 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 ten (10) hours off between scheduled work shifts. Any employee required to work with less than ten (10) hours off between scheduled shifts will be paid at the rate of time and one half (1 1/2 X) their hourly rate for all time worked prior to the expiry of the ten (10) hour interval unless otherwise mutually agreed.

(f) 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.

(g) 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.

(h) Staff Meetings

The Co-operative may schedule staff meetings where attendance is mandatory. In such a case, the provisions of

Section (e) will not apply, although the Co-operative will endeavour to schedule as many staff as possible so that their work shift will include the meeting time. All other staff that attends the meeting will receive a flat sum of twenty-five (\$25.00) dollars. Meetings will be limited to ninety (90) minutes of duration.

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:

- (a) Does not apply to employees hired on a specific understanding about hours available, or for a specific limited role.
- (b) Availability - the employee must be available on an on-going basis.
- (c) Willingness to share in hours or days which may be considered less desirable - i.e., Saturday, Sunday, evenings, etc.
- (d) Knowledge of and ability to perform the work to be done, as determined by the Co-operative.
- (e) Junior employees may be scheduled for extra hours during initial employment to facilitate training.
- (f) 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, or if the employee has indicated on their availability form that they do not wish to be called in.

- (g) 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.
- (h) 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.
- (i) 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 Co-operative 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 Co-operative 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.

- (j) Clarification of Scheduling Practice

The Co-operative reserves the right to schedule hours of store operations, employee hours of work, rest periods, meal periods, and overtime work, subject to the following provisions:

(i) Definition

In this Article: “Unrestricted part-time employee” means a part-time employee who is available to work all shifts in their department a minimum of three (3) days per week, Monday to Friday, as well as Saturday, Sunday, and General Holidays.

Employees who restrict to a maximum number of hours, or days in a week will be considered restricted employees.

All employees must be available for a Sunday shift as per Article 16 (d)(iv).

(ii) Scheduling

In the ordinary course of business, the order of scheduling employees within each scheduling group will be:

- (i) Full-time employees to the extent of their basic work week.
- (ii) Unrestricted part-time employees.
- (iii) Restricted part-time employees.

(k) Part-time Declaration of Availability

Part-time employees will be required to declare their availability upon being hired. Any part-time employee can change their availability up to four (4X) times per year by obtaining a new availability form from their Store Manager and submitting it prior to the following effective dates:

- (i) The first Sunday in September (with a two (2) week leeway before and after);
- (ii) Three (3) other times in the calendar year.

Changes in availability must be submitted two (2) weeks prior to the Sunday of the week of the effective date of the change.

Part-time employees will be required to work according to their most recent declaration of availability. Employees cannot use a floating availability date to limit, or further limit, their availability between November 15th and the end of the year.

A part-time employee who fails to provide the Co-operative with a completed availability form prior to the above dates will be scheduled according to their previous availability form.

The Co-operative shall allow the Union to review and photocopy completed availability forms at store level upon request.

An unrestricted part-time employee may occasionally request one (1) or two (2) specific days off in a week without a reduction in hours, provided that other hours are available and the employee is otherwise eligible to work those hours under the provisions of this Collective Agreement. Such employee may be required to work on days that they are not normally available to maintain their hours. The Co-operative will have no obligation to grant a request for days off, or maintain the employee's hours, if the request is made after the schedule is posted.

Article 18 – Seniority

- (a) 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.

(b) 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.

Employees who wish to be considered for job vacancies that may come open while they are on vacation shall advise the Co-operative by completing a form supplied by the Co-operative for this purpose prior to commencing vacation.

- (c) Seniority for full-time employees shall be defined as the length of continuous service with the Co-operative.

The date of hire for part-time employees shall be used for the purposes of scheduling and considering applications for full-time employment.

- (d) 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.

(e) Layoffs and Recall

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 Co-operative shall govern in cases of lay-off, reduction to part-time employment and re-hire.

- (f) Full-time employees reduced to part-time shall be offered available work in accordance with Paragraph (e). 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.

Employees laid off in accordance with the above provisions by the Co-operative shall be recalled to work by registered mail, to the employee's last known address, in order of length of service with the Co-operative, provided:

- (i) No more than six (6) months has elapsed since the last day worked by the employee, and
 - (ii) The employee reports for duty within seven (7) days from the date recall notice is mailed, and
 - (iii) The employee is capable of performing the work.
- (g) 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.
- (h) (i) 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 as set out in Appendix "A". 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.

- (ii) 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.
- (iii) The recall of employees on lay-off shall be done in order of seniority, providing the employee possesses sufficient merit, fitness, and ability to perform the duties of the classification into which he/she is being recalled.
- (iv) 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.
- (v) 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

vide reason to the satisfaction of the Co-operative why he/she was unable to reply, the employee shall maintain his/her rights to recall.

- (vi) 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.
- (vii) 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.
- (viii) An employee who is recalled will be reinstated to his/her previous career hours.

Article 19 – Wages

- (a) ***Job classifications and wage rates for each classification for all employees covered by this Agreement shall be as set out in Appendix “A” of this Agreement*** 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.
- (b) 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.

(c) 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.

(d) Night Shopping Premium

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

(e) Night Shift Premium

(i) Employees when required to work before 7:00 a.m. and/or after 10:00 p.m. shall be compensated at the rate of one (\$1.00) dollar per hour effective July 4th, 2010, in addition to their straight time hourly rate for each hour worked between 10:00 p.m. and 7:00 a.m.

(ii) No employee shall be required to work alone on the premises on night shift.

(iii) 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.

(f) 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 one (\$1.00) dollar per hour will be paid to the Lead Hand for all time so appointed.

(g) Rates for Relief Work

Employees temporarily assigned to relieve a Department Manager for a period of more than two (2) days shall receive twenty-five (\$25.00) **dollars** per day for such position for all time so employed. All overtime hours must be approved by the Supervisor prior to them being worked, and will be paid based on the employee's regular wage.

(h) 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.

(i) 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 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 may be required to make up cash register shortages when the Co-operative's 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 in respect to the registering of sales and the handling of cash. The Co-operative agrees to give a copy of the current written policies in respect to registering sales and handling of cash, upon commencement of employment, and agrees to give each employee who handles cash a copy of any written revision of the policy.

Article 22 – Union Business

(a) Bulletin Boards

Union owned locked bulletin boards shall be placed in centers, 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 it.

(b) Time Off for Union Business

The Co-operative agrees to allow time off without pay for delegates selected to attend seminars, Union Conventions, Union business and to attend negotiations. The Union will give the Co-operative two (2) weeks' notice. All requests will be subject to operational requirements but no request will be unreasonably withheld.

- (c) The Co-operative agrees to grant time off without pay and without discrimination to not more than one (1) employee designated by the Union, for a maximum of three (3) months, or a longer period if mutually agreed, to serve in any capacity of Union business providing that notification is given to the Co-operative in sufficient time to procure a relief person for the job involved. Time spent on Union business by employees, where the Co-operative is reimbursed by the Union, shall be considered time worked for all purposes under the Collective Agreement.

(d) Union Decal

The Co-operative agrees to display the official Union decal of the United Food and Commercial Workers Canada Union, Local No. 401 in a location that can be seen by customers, providing the decal is acceptable to the Co-operative's Management.

(e) Union Representative Visits

Union Representatives shall be entitled, after notifying the General Manager or Human Resources Manager, to visit the store for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being

observed. The Union agrees that whenever possible, the interviewing of employees shall be conducted during lunch hours or rest periods. Interviews during working hours shall not exceed five (5) minutes and shall be held in a place designated by the Co-operative's Management.

Article 23 – General

(a) Medical Examinations

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.

(b) 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 remains 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.

(c) 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 the Co-operative's 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.

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.

(d) 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.

(e) 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.

(f) Water Bottles

Cashiers may elect to bring a bottle of water to their **work station** while working **provided that:**

1. The bottle is a “Co-op” brand **or in an approved unbranded refillable container;**
2. The size is **no larger than 1 litre;**
3. The bottle is stored under the counter;
4. The cashier exercises common courtesy with customers when consuming water.

(g) Health and Safety

The Co-operative shall make provisions to ensure the safety and health of their employees during working hours, in accordance with the provisions of the Provincial Health and Safety Legislation. 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.

All health and safety matters may be grieved and arbitrated. Employees can refuse to perform work they believe to be unsafe.

(h) 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 Co-operative policy on Discrimination /Harassment be available and accessible to all employees. Each employee will be provided with a copy of the Co-operative policy as stated above.

(i) Bakery/Deli Sanitation

(i) 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.

(ii) The Co-operative shall provide and maintain for convenience of employees, toilets, washrooms, and

lockers.

(iii) The use of tobacco in any form or the consuming of bottled drinks (other than water) in any part of the Bakery is prohibited and may be considered cause for discharge.

(iv) The Union agrees that employees found abusing or disregarding conditions, as outlined in (i) or (iii) above may be grounds for discharge for proper cause.

(j) Smocks (Bakery Only)

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

(k) Pharmacy Assistants

The Co-operative will reimburse Pharmacy Assistants for the professional membership/licensing fees that they may be required to pay to their governing body. Where there is a course required by the Co-operative for Pharmacy Assistants, the Co-operative will reimburse the employee for registration costs for the course.

(l) Registered Pharmacy Technicians

Should the Co-operative introduce a Registered Pharmacy Technician classification, the Co-operative and the Union agree that it will be included in the bargaining unit and Article 9 of the Collective Agreement will apply.

Article 24 – Leaves

(a) 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.

Part-time employees will accumulate credits at the rate of four (4) hours every one hundred seventy three (173) hours worked up to a maximum of four hundred (400) hours.

(b) 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.

(c) 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 Co-operative 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.

(d) 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 Co-operative 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 Co-operative 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.

(e) Family Leave

An employee who has been employed for at least thirty (30) days is entitled up to five (5) days of unpaid leave during each calendar year to meet responsibilities related to:

- (i) The care, health, or education of a child in the employee's care or,
- (ii) The care or health of any member of the employee's immediate family.

An employee wishing to take a family leave must give the Co-operatives as much notice as reasonable and practicable in the circumstances. The Co-operative may require the employee to provide reasonable verification of the necessity of the leave.

(f) Funeral and Bereavement Leave

- (i) Full-time employees shall be granted special leave of absence to a maximum of seven (7) days or to a maximum of forty (40) hours pay in case of pressing emergency. Such emergency shall include death, serious accident, or severe illness in an employee's immediate family. Immediate family shall be confined to spouse, mother, father, step-parent, children, step-children, **grandparents**, **grandchildren**, brother, or

sister of such employee.

- (ii) A two (2) day leave with pay shall be granted as bereavement leave to attend the funeral of a mother-in-law, father-in-law, sister-in-law, brother-in-law, and great grandparents.

Leave of absence with pay as in (i) or (ii) above shall be granted to part-time employees. Pay for the days absent will be based on the hours the employee was scheduled to work.

- (iii) Additional time with pay may be granted for travel time to attend a funeral that is a significant distance away.
- (iv) The Department Manager may grant a leave of absence without pay, not exceeding one (1) day at a time, to employees.
- (v) Leave of absence, without pay, not exceeding seven (7) consecutive days may be granted to employees by the Department Manager when approved by the General Manager.
- (vi) Common law and same sex spouses are to be recognized by the Co-operative for the provisions of this article.

(g) 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.

Article 25 – 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.

Article 26 – 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 27 – Duration of Agreement

This Agreement shall be effective from **July 5th, 2015**, and shall remain in force until **July 13th, 2019**, and thereafter from year to year, however, either party may, not more than one hundred 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 _____, **2016**.

For the Co-operative:

For the Union:

Co-operative Committee:

Bargaining Committee:

Larry Parks, General Manager
Corinne Krogman, H.R. Manager
Matt Boyko, L.R. Advisor
Rose Gillespie, H.R. Assistant

Kelsi Bizon
Kay Borovec
Rick Kranenborg
Monica Brown
Shelley-Anne Goulet
Sandy Harmeson
Theresa McLaren

This Agreement was ratified on **July 5th, 2016**.

Appendix "A"

Wage increases will be effective **July 5th, 2015**. Retroactivity will be paid **only for those on staff at** date of ratification, **and applies to** all hours worked or paid (**including Statutory Holiday pay, sick pay, overtime pay, vacation pay**).

Clerks/Cashiers/Bakery/Deli Clerks/General Duties Clerk

	<u>Current</u>	<u>July 5th, 2015</u>	<u>July 17th, 2016</u>	<u>July 16th, 2017</u>	<u>July 15th, 2018</u>
Start	\$11.05	\$11.30	\$11.55	\$11.80	\$12.05
520 Hours	\$11.85	\$12.10	\$12.35	\$12.60	\$12.85
1040 Hours	\$12.15	\$12.40	\$12.65	\$12.90	\$13.15
1560 Hours	\$12.45	\$12.70	\$12.95	\$13.20	\$13.45
2080 Hours	\$12.75	\$13.00	\$13.25	\$13.50	\$13.75
3120 Hours	\$13.40	\$13.65	\$13.90	\$14.15	\$14.40
4160 Hours	\$14.10	\$14.35	\$14.60	\$14.85	\$15.10
5200 Hours	\$14.80	\$15.05	\$15.30	\$15.55	\$15.80
6240 Hours	\$15.50	\$15.75	\$16.00	\$16.25	\$16.50
7280 Hours	\$16.20	\$16.45	\$16.70	\$16.95	\$17.20
8320 Hours	\$20.80	\$21.20	\$21.65	\$22.10	\$22.55

Head Cashier: Two dollars fifty (\$2.50) cents above top scale rate

Cake Decorator: Two (\$2.00) dollars above Bakery/Deli Clerk rate

Pharmacy Assistants

	<u>Current</u>	<u>July 5th, 2015</u>	<u>July 17th, 2016</u>	<u>July 16th, 2017</u>	<u>July 15th, 2018</u>
Start	\$15.40	\$15.65	\$15.90	\$16.15	\$16.40
520 Hours	\$15.80	\$16.05	\$16.30	\$16.55	\$16.80
1040 Hours	\$16.20	\$16.45	\$16.70	\$16.95	\$17.20
1560 Hours	\$16.60	\$16.85	\$17.10	\$17.35	\$17.60
2080 Hours	\$17.00	\$17.25	\$17.50	\$17.75	\$18.00
3120 Hours	\$17.85	\$18.10	\$18.35	\$18.60	\$18.85
4160 Hours	\$23.80	\$24.20	\$24.65	\$25.10	\$25.55

Bakers

	<u>Current</u>	<u>July 5th, 2015</u>	<u>July 17th, 2016</u>	<u>July 16th, 2017</u>	<u>July 15th, 2018</u>
Start	\$16.30	\$16.55	\$16.80	\$17.05	\$17.30
520 Hours	\$16.80	\$17.05	\$17.30	\$17.55	\$17.80
1040 Hours	\$17.30	\$17.55	\$17.80	\$18.05	\$18.30
1560 Hours	\$17.80	\$18.05	\$18.30	\$18.55	\$18.80
2080 Hours	\$18.30	\$18.55	\$18.80	\$19.05	\$19.30
3120 Hours	\$19.30	\$19.55	\$19.80	\$20.05	\$20.30
4160 Hours	\$24.30	\$24.70	\$25.15	\$25.60	\$26.05

Apprentice Bakers shall be paid on the basis of the Provincial Apprenticeship guidelines, which presently are:

After completion of year one – 65% of the top of scale rate

After completion of year two – 75% of the top of scale rate

After completion of year three – 85% of the top of scale rate.

Letter of Understanding #1

Re: Modified Duties

The parties recognize that there is a legal duty to accommodate in the workplace involving the Co-operative, the Union, and the employee. In the event that an employee requires an accommodation, it is understood that all three parties will fully participate in the accommodation process.

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(a) and (e) of the Collective Agreement:

Where an employee outside of the bargaining unit (***Central Alberta Co-op***) requests a transfer to a location or position within the bargaining unit (***Central Alberta 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 (**Central Alberta Co-op**) transfer to a location or position inside the bargaining unit (**Central Alberta 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

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 #5

Re: “Phased In Retirement” Option

Notwithstanding anything to the contrary contained in the Collective Agreement, the parties agree on a trial basis for the life of the current Collective Agreement to the following terms and conditions for a “Phased-In Retirement” Option.

- (a) Only full-time active employees aged sixty (60) years or older will be eligible for this option.**
- (b) Eligible employees may request to participate in this option and their requests will be granted provided it will not interfere with the efficient operation of the business. Requests will not be unreasonably denied.**
- (c) Employees can elect for this option once in their career. An employee will only be able to revert to regular full-time status as a result of a life-changing event (i.e. divorce, separation, death/illness of a partner).**
- (d) These employees shall work either thirty-two (32) hours or twenty-four (24) hours per week.**
- (e) Should there be a major hour reduction due to operational need, the parties agree to meet upon request, to review the program and consider any changes that may be required.**

Signed this _____ day of _____, **2016**.

For the Co-operative:

For the Union:

Co-operative Committee:

Bargaining Committee:

Larry Parks, General Manager
Corinne Krogman, H.R. Manager
Matt Boyko, L.R. Advisor
Rose Gillespie, H.R. Assistant

Kelsi Bizon
Kay Borovec
Rick Kranenborg
Monica Brown
Shelley-Anne Goulet
Sandy Harmeson
Theresa McLaren

This Agreement was ratified on ***July 5th, 2016***.