



UNION PROPOSALS

FOR RENEWAL COLLECTIVE AGREEMENTS AFFECTING THE FOLLOWING BARGAINING UNITS:

- REAL CANADIAN SUPERSTORE (Edmonton)
- REAL CANADIAN SUPERSTORE (Calgary)
- REAL CANADIAN SUPERSTORE (Provincial, excluding Edmonton and Calgary)

Presented to the company:

Union Negotiations Committee:

Name	Store	Classification	Name	Store	Classification
Hassiba Aboudrhmeine	1568	Produce	Carah Munroe	1544	Front End
Erin Alyward	1549	Grocery	Lori Sallee	1547	Front End
Arnel Bauda	1544	Grocery	Kyle Sandau	1550	Front End
Brantly Berry	1541	Meats	Maria Sarmiento	1574	Front End
Veronique Caron	1570	Pharmacy	Kevin Saunders	1645	Liquorstore
Jeff Clark	1541	SAP	Laurie Schafer	1579	Front End
Karen Ekstrom	1578	Front End	Arlene Soames	1539	Produce
Colleen Ewen	1567	PC Express	Charmaine St. Germaine	1573	Front End
Sharon Fraser	1543	Joe Apparel	Myrna Switzer	1572	SAP
Rex Hanasiewicz	1576	Meat	Charlene Ten Have	1566	Bakery
Rebecca Johnson	1612	Liquorstore	Starla Valentini	1573	Pharmacy Clerk
Liberty Kerstens	1571	Front End	Shelly Welz	1571	Front End
Ron Klassen	1546	Grocery	Loreen Whitmarsh	1550	Deli Manager
Monique Maglalang Larabie	1574	Front End	Ellen Wolff	1548	Front End

Important Notice for the Company Regarding the Union’s Proposals

This document represents the Union’s ingoing proposals for the renewal of three Collective Bargaining Agreements affecting employees of the Employer in the province of Alberta. They are provided as means for generating earnest discussion of issues raised by bargaining unit members through the Union’s consultation process. This document is not exhaustive and it subject to the caveats outlined below. It also includes some information and existing contract language as reference for the parties when discussing the issues. While many or proposals and themes are intertwined, the Union’s proposals are organized in such a way as to encompass the following overarching themes for discussion towards achieving a renewal of the Collective Agreements:

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In presenting our proposals, the Union offers the following initial caveats:

- The following proposals are advanced without prejudice to the Union’s interpretation of the Collective Bargaining Agreements and the law. They are also advanced without prejudice to any grievances filed or that may be filed.
- The Union reserves the right to add, delete, and/or modify these proposals.
- Agreement on any one matter is subject to agreement on an overall Collective Bargaining Agreement.
- The Union has made suggestions about the placement and/or removal of specific clauses in the Collective Bargaining Agreement. The Union reserves the right to discuss and work towards an appropriate rearrangement of collective agreement wording such that meaning will be given to our intentions and that those intentions are ultimately reflected in a Collective Bargaining Agreement.

- Some of these proposals have more specificity than others; the Union arrives with an open mind and prefers to engage in an interest-based/mutual gains style of bargaining.
- Some of the Union's proposals may involve specific contract language, while others are stated more in the form of a proposed goal or principle. We encourage full and frank discussion.
- The proposals outlined here are not the Union's final position but an in-going set of proposals that is fully subject to negotiations.
- We do not believe that circumstances are such that any concessions or takeaways from the current Collective Agreements are necessary or appropriate.
- Errors and Omissions Excepted (E&OE)

Union Recognition and Security

Relations between employees and employers are always changing. The collective bargaining process can be a mechanism for addressing these changes as they arise and providing unique ways for employee voices to be heard and meaningfully incorporated into a company’s culture. To that end, the Union proposes discussion and contract language around issues related to Union Recognition and Security, a theme that laminates the role of the Union in the workplace as the exclusive bargaining agent for employees and also provides means for addressing employee concerns as they arise.

The Union’s negotiating committee proposes discussion around the following themes:

- Focus and anticipated changes to Loblaw business
- Store closures and transfers
- Neutrality Agreements
- Property Access Agreement
- Voluntary Recognition Agreement
- Union Dues, Discrepancies and/or Errors
- Recognition and Rights of Union Stewards
- Walking Stewards
- No Discrimination or Reprisal
- Union Investigation and Access to Information
- Ethical Supply Chain
- New Member Orientation
- Union Membership Information
- No Contracting Out/In
- Supervisor workload and staffing of departments

The Union suggests our discussions will impact the following existing Collective Agreement language, which is provided here for reference only:

Theme	Article	Existing Contract Language	Comments/Questions
Bargaining Agent	1.1	The Company recognizes the Union as the sole agency for the purpose of collective bargaining for all employees, employed by The Real Canadian Superstore, in the City of Calgary save and except: Store Manager, Food Manager, General Merchandise Manager, Store Administrators (including CAO, HR trainers and Recruiters), Price Checkers, Department Supervisors, Pharmacists, Undergraduate Pharmacists Opticians, Student 11 Opticians, Dieticians and any person above the rank of Department Supervisor.	
Union security	3	3.1 Every employee who is now or hereafter becomes a member of the Union, shall maintain his/her membership in the Union as a condition of his/her employment, and every new employee whose employment commences hereafter, shall, within thirty-seven (37) hours after the commencement of his/her employment, apply for and	

	<p>maintain membership in the Union as a condition of employment.</p> <p>3.2 The Company agrees to provide each new employee, at the time of employment, with a form outlining to the employee, his/her responsibility in regard to Union membership and outlining the provisions of Articles 16.1, 16.2 of this Agreement, and to provide the Union, in writing, with the name and address of each employee to whom they have presented the form, along with the employee's date of hire, the contents of the form to be such that it is acceptable to the Company. The Company further agrees to provide the Union, once a month, with a list containing names of all employees who have terminated their employment during the previous month. 12</p> <p>3.3 No employee shall be charged or discriminated against for any lawful Union activity, or for serving on a Union committee or for reporting to the Union the violation of any provisions of this Agreement. Instances of alleged violations of the foregoing will be brought to the attention of the Industrial Relations Manager, and full investigation by the parties will follow. The above will be subject to the grievance procedure. Any alleged harassment will be dealt with by the Company.</p> <p>3.4 The Union and the Company agree that the stores covered by this Collective Agreement should be free of sexual harassment, and the Company and the Union agree to cooperate with each other in preventing and eliminating sexual harassment. The employee shall have the right to grieve under this section.</p> <p>3.5 The Company agrees to allow a Shop Steward and/or a Union Representative or Union's designate thirty (30) minutes to do a Union orientation presentation for all employees who are hired after ratification. This orientation time for all employees shall be treated as time worked for the Company and compensated. The orientation meeting shall take place in the conference/community room of the store at which the employees are employed. The Union agrees that these meetings shall take place during the Company's orientation presentations. However, if the Company's orientation training is discontinued, the Union orientation shall continue to take place. Orientation shall occur within fourteen (14) working days of the commencement of employment. 13 Company Officials, Managers, and anyone excluded from the bargaining unit</p>	
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		shall not be present at Union orientation meetings. The Company agrees to work with the Union in order to facilitate this process.	
Union Dues and Information sharing	4	<p>4.1 The Company agrees to deduct from the wages of each employee initiation fees, Union dues, and assessments that are authorized by a regular and proper vote of the membership of the Union. The Company further agrees, automatically, to deduct Union dues from the wages of new employees in biweekly instalments.</p> <p>4.2 The Company shall remit once each accounting period to the Union: (a) Monies deducted from the wages of its employees for Union initiation fees, dues, and assessments; (b) A statement showing each employee's name from whom deductions were made, and the amount of the deductions. Commencing with the first week of employment, initiation fees shall be deducted. 14</p> <p>4.3 The Company agrees to provide the following information via FTP website once per period as per the Company's period calendar sorted by city, location and store number: (a) Name, home address, telephone numbers, social insurance number, postal code and email address; (b) Seniority lists – employee name, number, department, classification, rate of pay, seniority and class hours; (c) Employees hired and terminated during the preceding accounting period; (d) Employees promoted to full-time or reduced from full-time to part-time; (e) Employees on a leave of absence and the nature of the leave; (f) The most recent declaration of availability for each part-time employee (the Company commits to develop the system to procure this information and place it on the FTP site within three (3) months).</p>	
Technological Change	39	The Company agrees to notify the Union at least three (3) months in advance of any technological change that may result in the displacement of employees. The Company agrees to cooperate with the Union in determining the employee's rights under Article 19 and Article 30.5. This article is subject to the Letter of Understanding #31 Re: Personal Assurance of Full-Time Employment.	
Second Supervisor	LOU #2	<p>Second Supervisor</p> <p>The parties agree that a Second Supervisor may be appointed and excluded under Article 1 in the following departments where the Company determines it necessary for the proper operation of the business: Grocery, Bakery, Produce, Meat, Front End and two (2) General Merchandise Departments. It is understood that the Company shall retain its rights under Article 30.16. A maximum of four (4) trainee</p>	

		Supervisors may be appointed and trained in each store. The total number of Supervisor trainees at any one time shall be limited to a maximum of sixteen (16) in the Province at any one time. The period of training shall not exceed six (6) months. There shall be no reduction in part-time hours as a result of the Supervisor in training. The part-time hours calculation is to be based on hours over the previous three (3) months. The parties recognize that hours may fluctuate due to other reasons such as seasonal changes in business, availability changes, etc. A Supervisor in training who knows all there is to know about 101 stocking, baking, cutting meat, etc., should only be trained in the other aspects of the Supervisor's job.	
Real Canadian Liquor Store	LOU#1 6	<p>Real Canadian Liquor Store</p> <p>The parties agree that the terms and conditions of the existing urban and rural Collective Agreements will apply to employees working in the Real Canadian Liquor Stores located on Real Canadian Superstore parking lots in the Province of Alberta subject to the following terms:</p> <p>A Manager and one (1) Department Supervisor at each location shall be excluded from the bargaining unit. Future departments shall be subject to Article 30.16 of the urban Collective Agreement and Article 30.13 of the rural Collective Agreement.</p> <p>Seniority of Liquor Store employees shall be considered separate and distinct from other employees under the Superstore Agreement. In the event a Liquor Store is closed or a Liquor Store employee is laid off and receives zero (0) hours for four (4) weeks, they shall be able to exercise their seniority into the nearest Superstore as per Article 30.</p> <p>When key holder responsibilities are required, one (1) employee shall be designated by the Company as a Coordinator and shall be paid a premium of forty (\$0.40) cents per hour for all hours worked as the coordinator. 110</p> <p>Existing key holders at ratification shall move to the next highest rate on the combined scale and be credited with the corresponding number of hours on the combined scale.</p> <p>In the event that there is a full-time bargaining unit employee appointed in some stores, that employee must be able to perform the responsibilities of a coordinator.</p>	
Outside Suppliers	LOU#2 3	Outside Suppliers	

		<p>The Company agrees to allow no more than ten (10) named third party vendors to stock in its stores. The ten (10) named vendors will be reviewed with the Union twice (2X) a year during the JLM meeting. Any additional vendors in excess of the ten (10) will be used in a one to one ratio with a bargaining unit employee.</p> <p>It is understood that from time to time, suppliers will provide vendor assisted plan-o-gram resets in the stores. There shall be no reduction in the bargaining unit hours in the department as a result of these resets.</p>	
Supervisors	LOU#2 4	<p>Supervisors</p> <p>(a) The Company commits to reduce sixteen (16) Supervisors displaced by the Flow program to zero (0) over the next six (6) months. 116</p> <p>(b) Anyone above the rank of Assistant Supervisor shall not perform any bargaining unit work in excess of four (4) hours per day in the store.</p> <p>(c) All those identified in (b) above will not prevent employees from receiving a call in.</p> <p>(d) Department Supervisors will not work outside their own department except in cases of emergency and in dealing with customers in Front End. In these circumstances, such work will be counted as hours worked under (b) above.</p> <p>(e) The Company commits to add twenty (20) full time jobs in the province within six (6) month following ratification. The above is without prejudice to any related Labour Board complaint(s).</p>	
Commitment to Compliance	LOU#2 8	<p>Commitment to Compliance</p> <p>The Company is committed to complying with the terms and conditions of the Collective Agreement.</p> <p>The Company is committed to administering this Collective Agreement with the intent of promoting cooperation and harmony and fostering efficiency and service through the full and fair administration of the terms and provisions contained within.</p> <p>The Company and the Union agree to establish a Joint Labour Management Committee (JLM) to address issues of concern to employees, the Company and the Union. The meetings will be held bi-annually at a mutually agreed location.</p>	

		<p>The Committee will consist of senior local Management, Labour Relations Manager(s), full-time Union Representatives and up to six (6) bargaining unit employees.</p> <p>Upon mutual agreement, the parties may convene additional meetings to those indicated above. The Vice-president of Labour Relations and the President of the Union will endeavour to attend one meeting per year.</p>	
<p>Schedule "B" – Full-Time Employees Full-time Employees in Calgary:</p>	<p>Schedule B</p>	<p>Schedule "B" – Full-Time Employees Full-time Employees in Calgary:</p> <p>Due to privacy concerns, the list of full-time employees as of the date of ratification has not been published here. Please contact your Union Representative if you have questions or concerns about the list of full-time employees.</p>	

Voice and Visibility

Recognition of the Union is intertwined with the ability for the Union to be able to give voice to employee concerns. The Union proposes a series of provisions that would increase the voice and visibility of the employees' union in the workplace.

The Union proposes discussion and contract language that would provide for the following in the renewal collective agreements:

- Union Displays
- Union Access
- Union Recognition Day
- Union buttons and Insignia
- Union Decal
- Ethical objections
- Training and Familiarization in Labour Relation and Collective Agreement
- Secure Union Space
- Collective Agreement accessibility

Union voice and visibility is closely linked to bargaining unit members' ability to access their Collective Agreement. The Union proposes a broad reorganization of the Collective Agreements in such a way that the provisions are made more accessible to all parties who are required to know and observe them.

In an effort to start this discussion, we suggest the existing clauses of the Collective Agreements be reorganized into the following general categories:

1. **Union Recognition and Security**
2. **Voice and Visibility**
3. **Breaks and Rest Periods/Time Recording/Overtime/General Holidays**
4. **Scheduling/ Hours of Work/Seniority**
5. **Workers Rights**
6. **Miscellaneous**
7. **Wages/Premiums/Benefits**
8. **Discipline and Discharge**
9. **Vacations and Leaves of Absence**
10. **Health and Safety**

Notwithstanding the possibility that every clause of the Collective Agreements may be subject to being moved around and reordered as we suggest above, our proposal on union voice and visibility may have a substantive impact on the following clauses, which we provide here for reference only:

Theme	Article	Existing Contract Language	Comments/Questions
Store Visits	25	25.1 An authorized representative or executive officer of the Union shall be permitted, after notifying the Managers, to talk with an employee regarding Union matters during regular working hours. The interview of such employee by the Union Representative or executive officer, shall be carried on in a place provided for and designated by the	

		<p>Company. Time taken for such interview in excess of five (5) minutes shall not be on Company time.</p> <p>25.2 A locking bulletin board will be provided by the Union and placed in the lunch room or otherwise mutually agreed location and be designated for Union information only. In stores of 150,000 square feet or more, the Union may request and be granted a second locking bulletin board to be placed in a mutually agreed location. The board(s) shall remain the property of the Union.</p>	
Union Decals	26.2	<p>Union Decals</p> <p>The Company agrees to display the official Union Decal or Union Card of the Union in a location where it can be seen by the customers. Such decal shall be of a form and size acceptable to Management, and posted in a place approved by the Company.</p>	
Employee Relations Committee	26.3	<p>The parties agree to a Superstore Employee Relations Committee (E.R.C.) to address issues of concern to both employees and the Company. When requested, the meetings will be held quarterly at a store or otherwise mutually agreed location.</p> <p>The committee will include up to six (6) bargaining unit employees or their designates. Issues that arise between meetings may be presented in writing to Management or the Union. The Company will reply in writing or determine that an additional E.R.C. meeting is necessary.</p> <p>The existence of the committee will not affect the employee's rights under Article 31.</p>	
Distribution of Collective Agreements	LOU#1 9	<p>Distribution of Collective Agreements</p> <p>The Company agrees to distribute Union provided Collective Agreements to all new Alberta employees at the point of hiring. This arrangement will continue for the duration of the current Agreement. In the event of a shortage of Collective Bargaining Agreements, the Company shall notify the Union that additional agreements are required.</p>	
Shop Steward Transfers	LOU#2 5	<p>Shop Steward Transfers</p> <p>Where a single department has multiple Shop Stewards who hold full time positions, and store transfers are required due to the needs of the business, the Company agrees the two (2) most senior Stewards shall not be transferred.</p> <p>The parties agree that where the transfer of a full time Shop Steward is contentious, the Union President and the Vice President of Labour Relations will meet to discuss and earnestly endeavour to resolve the issue</p>	

<p>Representatives Signing In During Store Visits</p>	<p>LOU#2 7</p>	<p>Representatives Signing In During Store Visits</p> <p>An authorized Union Representative or Executive Officer of the Union (referred to as “Representatives”) upon entering the store will, except in emergency situations, sign in at the customer service desk before carrying out all their normal store visitation duties.</p> <p>The Representatives will display some form of Union identification while in the store. If the Representatives forget to sign in or display identification, the Company will not interfere with the Representative’s ability to perform their work.</p> <p>Where there are concerns by the Company regarding how this policy is working, the Company will discuss any concerns with the Union President.</p>	
<p>Role of the Shop Steward</p>	<p>LOU#2 9</p>	<p>Role of the Shop Steward</p> <p>The Company recognizes that Shop Stewards have an important and critical role in the administration of the Collective Agreement between employees and Management.</p> <p>A Shop Steward has assigned work to do for the Company. The Shop Steward may investigate and submit grievances. A Shop Steward may meet with the Store Manager, Assistant Store Manager, Department Supervisors, HR/LR Manager during working hours with no loss of wages, benefits, seniority, etc. to discuss matters pertaining to the agreement and to advocate for employees.</p> <p>The Shop Steward must notify their Manager or Supervisor prior to leaving their assigned work. This privilege must be exercised by the Steward and must be practical in so far as the operation of the business is concerned.</p>	

Breaks and Rest Periods/Time Recording/Overtime/General Holidays

Rules and practices around things like Breaks, Rest Periods, Time Records, Overtime, and General Holidays are well established in this mature collective agreement and in applicable laws. But it is the Union’s view that a collective agreement must be progressive and exceed the minimum standards set out in workplace legislation.

The parties are leaders in Canadian labour relations. Thus the Union proposes the parties discuss the ways in which we can work towards a collective agreement that pushes forward and provides leadership for the grocery industry while promoting ideals such as inclusive and diverse workplaces.

The Union proposes discussion and language around the following themes:

- Legislative improvements
- Access to faith-based observances
- General Holidays: Substitution of religious Holidays
- National Indigenous Peoples’ Day
- A fair rotation and allocation of work

The following language in the existing collective agreements may be impacted by our discussion, and so we provide them here for reference only:

Theme	Article	Existing Contract Language	Comments/Questions
Time Sheets/Time Clocks	5.2	<p>Time Sheets/Time Clocks</p> <p>The Company agrees to provide a method by which employees can record their time worked.</p> <p>Employees shall record their own time at the time they start and finish work and any other such recording as may be required by the Company.</p> <p>Employees shall be paid for all authorized time worked. Any employee who for any reason fails to record all time worked in the manner required by this article, shall be penalized upon written authorization from the Union as follows: First Offence Written Warning Second Offence Three (3) Day Suspension Third and Subsequent Offences Two (2) Week Suspension</p> <p>The Company shall reproduce this section of the Collective Agreement on its letterhead and post it in a conspicuous place in each of its stores in an area of high employee traffic</p>	
Over-time	6	<p>6.1 All the time worked in excess of the basic work week or work day, as defined in Article 5.1 of this Agreement, shall be paid at the rate of time and one half (1 1/2 X) the regular hourly rate for the first two (2) hours overtime worked in any one (1) day, and double (2X) time the regular rate for all hours worked in excess of two (2) hours overtime.</p>	

		<p>6.2 Part-time employees shall be compensated at the rate of time and one half (1 1/2 X) their regular hourly rate for all hours worked over eight (8) hours in any one (1) day and thirty-seven (37) hours per week.</p> <p>6.3 Compensating time off shall not be given in lieu of overtime pay.</p> <p>6.4 All overtime work must be authorized by the Company.</p> <p>6.5 When overtime of more than two (2) hours is to be worked, consecutive with the regular hours of work, the employee shall be entitled to a fifteen (15) minute paid rest period before 18 commencing overtime. When overtime of more than three (3) hours is to be worked, the employee is entitled to an additional fifteen (15) minute paid rest period.</p>	
Meal Periods – Full-time Employees	7	<p>7.1 Full-time employees working six (6) hours, up to and including eight (8) hours, shall be scheduled by the Company for a meal period of not more than sixty (60) minutes without pay. This shall commence not earlier than three (3) hours nor later than five (5) hours after the start of the employee's shift.</p> <p>7.2 Upon mutual agreement an employee's lunch break may be less than one (1) hour's duration.</p> <p>7.3 Meal periods will be scheduled as near mid-shift as possible. Similarly, rest periods will be scheduled as near to midway between the meal periods and the commencement and finish of a shift, as possible</p>	
Rest Periods – Full-Time Employees	8	<p>8.1 An employee working six (6) hours or more, up to and including eight (8) hours, shall be scheduled by the Company for two (2) rest periods not to exceed fifteen (15) minutes each; to commence not earlier than one (1) hour after the start of the shift nor less than one (1) hour before either the meal period or the end of the shift. If an employee abuses this provision, he/she will be subject to discipline as determined by the Company, which shall be subject to the grievance procedure.</p>	
Meal and Rest Period – Part-Time Employees	9	<p>9.1 An employee working a daily shift of four (4) hours will have one (1) rest period not to exceed fifteen (15) minutes.</p> <p>9.2 A daily shift of more than five (5) hours, but less than seven (7) hours, will have two (2) paid rest periods of fifteen (15) minutes duration each which may be scheduled as follows, if mutually agreeable: (a) Combine the two (2) rest periods at midshift; (b) Two (2) rest periods as per usual practice with a half hour for lunch break unpaid.</p>	

		<p>9.3 An employee working a daily shift of seven (7) or more hours, up to and including eight (8) hours, shall be scheduled for two (2) rest periods not to exceed fifteen (15) minutes each and one (1) lunch period without pay. If an employee abuses this provision, he/she will be subject to discipline as determined by the Company, which shall be subject to the grievance procedure. Rest periods, as described above, shall be with pay. Except in cases of emergency, meal and rest periods will be uninterrupted.</p> <p>9.4 Meal periods will be scheduled as near mid-shift as possible. Rest periods shall commence not earlier than one (1) hour after the start of the shift nor less than one (1) hour before either the meal period or the end of the shift.</p> <p>For shifts of five (5) hours or more, the rest period shall not commence any earlier than two (2) hours after the start of the shift nor less than one (1) hour before the end of the shift. 20 Employees who receive a fifteen (15) minute rest period in violation of the conditions outlined in the paragraph above shall receive an additional fifteen (15) minutes pay at their regular hourly rate.</p> <p>Employees who do not receive a fifteen (15) minute rest period shall receive thirty (30) minutes pay at their regular hourly rate.</p>	
General Holidays	13	<p>13.1 The following days shall be paid General Holidays: New Year's Day Labour Day Alberta Family Day Good Friday Thanksgiving Day Victoria Day Remembrance Day Canada Day Christmas Day Boxing Day 1st Monday in August and Heritage Day, if and when proclaimed by Federal or Provincial Governments. And all other public holidays proclaimed by the Dominion, Provincial or Municipal Governments; provided, that all other major grocery stores close on any such holidays proclaimed.</p> <p>13.2 The parties agree to observe the holiday on the calendar day on which the holiday falls.</p>	

	<p>13.3 In the case of a General Holiday proclaimed by a City or Municipality, only those stores of the Company in that City or Municipality shall be affected by the requirements of this article.</p> <p>13.4 Provided he/she works his/her regular scheduled full work day before and after the holiday, unless absent due to bona fide illness or accident, employees regularly working full-time shall receive eight (8) hours' pay for each such holiday, and part-time employees shall receive pay as outlined below.</p> <p>13.5 Employees required to work on a holiday shall be compensated at the rate of double (2X) their regular hourly rate for each hour worked, and full-time employees shall receive eight (8) hours' minimum pay at the overtime rate (2X) for whatever time worked. 26</p> <p>13.6 Part-Time Employees Statutory Holidays All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least thirty-two (32) hours or more per week in the four (4) weeks preceding the week in which a Statutory Holiday occurs, shall receive eight (8) hours' pay at his/her regular hourly rate for each holiday.</p> <p>13.7 All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least twenty (20) hours a week, but less than thirty-two (32) hours per week in the four (4) weeks preceding the week in which a Statutory Holiday occurs, shall receive six (6) hours' pay at his regular hourly rate for each holiday.</p> <p>13.8 All part-time employees who have been employed thirty (30) calendar days or more and have worked at least ten (10) hours a week, but less than twenty (20) hours per week in the four (4) weeks preceding the week in which a Statutory Holiday occurs, shall receive four (4) hours' pay at his/her regular hourly rate for each holiday.</p> <p>13.9 All part-time employees who work less than ten (10) hours per week will receive Statutory Holiday pay as set out in the Employment Standards Code.</p>	
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Scheduling/ Hours of Work/Seniority

The Employer operates a complex and fast-moving workplace that requires highly skilled employees who not only meet the expectations of their employer but also interface with customers. The employer and customer benefit from a workforce that is stable, consistent, and knowledgeable. Employees are expected to commit a certain amount of their availability to the employer, but there should be a reciprocal commitment to employees in terms of the hours they are given and the respect afforded them in terms of the company's operations.

Employee scheduling serves as a key connection point between the business and its hourly workers. Effective shift planning helps build a great employee experience, improving employee retention and satisfaction in their job. Proper and considerate scheduling has everything to do with decreasing the operational impact of problems like employee morale, the frequency of "no-shows", and, ultimately, employee turnover.

The Union views scheduling-related issues as problems that need to be resolved in collective bargaining and that there is a mutual gain to be had in this area, but it must start with respect for the diverse and unique needs of employees.

The Union proposes discussion and contract language around the following themes:

- Distribution and Allocation of Hours
- Schedule Posting, Changes, and Recording
- Workload and Staffing Levels
- No Working off the Clock
- Fair Rotation of Shift and Work
- Fair and reasonable notice period for changes to schedules
- Seniority groupings
- Scheduling
- Resolve alternative means of settlement (Jr vs Sr – 4-hour gap)

The following language in the existing collective agreements may be impacted by our discussion, and so we provide them here for reference only:

Theme	Article	Existing Contract Language	Comments/Questions
Basic Work Week	5.1	<p>5.1 Basic Work Week</p> <p>(a) The basic work week of an employee working full-time shall be thirty-seven (37) hours to be worked as scheduled by the Company as follows: - Four (4) shifts of eight (8) hours and one (1) shift of five (5) hours; or - Two (2) shifts of eight (8) hours and three (3) shifts of seven (7) hours.</p> <p>(b) Daily hours of work shall be consecutive with the exception of rest and meal periods. No split shifts shall be worked.</p> <p>(c) Employees shall not work longer than their regular, scheduled work day, unless requested to do so by Management; in which event, additional time will be paid at the applicable regular or overtime rate. Employees are</p>	

		<p>required to leave the store as soon as it is reasonable to do so. No employee shall be required to stay past their scheduled shift, except in accordance with Article 11.</p> <p>(d) In a week in which one (1) General Holiday occurs, as identified in Article 13.1, the basic work week for full-time employees shall be twenty-nine (29) hours. In a week in which two (2) General Holidays occur, the basic work week for full-time employees shall be twenty-one (21) hours. In weeks in which General Holidays occur, the basic work week for a part-time employee, for purposes of calculating overtime, shall be reduced by the number of hours of Statutory Holiday pay the part-time employee is eligible for in accordance with Article 13.6 through 13.9.</p>	
Work Schedules – Notice of Change	11	<p>11.1 A minimum of twenty-eight (28) hours' notice must be given by the Company to re-schedule a full-time employee's work week; such notice is not required with respect to overtime work or in cases of emergency. If less than the required notice is given, the employee will receive regular pay for the scheduled shift. When an employee is re-scheduled as above, it shall be the Company's responsibility to inform the employee.</p> <p>11.2 A minimum of twenty-four (24) hours' notice must be given by the Company to re-schedule a part-time employee's work shift; such notice is not required with respect to overtime work or in cases of emergency. If less than the required notice is given, the employee will receive regular pay for the scheduled shift. When an employee is rescheduled as above, it shall be the Company's responsibility to inform the employee.</p> <p>11.3 The Company shall post the weekly work schedule for all employees not later than 6:00 p.m., Wednesday of each week for the following weeks. If a new schedule is not posted by 6:00 p.m., Wednesday, then the schedule already posted shall apply for the following week.</p> <p>Weekly schedules shall be posted in a place readily accessible by employees. The posted schedule for full-time employees will cover the following two (2) week period.</p> <p>A copy of the completed master schedule with all changes and authorized time noted shall be posted by 6:00 p.m., Tuesday, following the end of the week, and shall remain posted for seven (7) days.</p>	

	<p>Upon request by the Union to the Labour Relations Department or the Human Resource Manager, the Company shall provide copies of the master schedules and raw punch reports for specific departments where required to investigate concerns.</p> <p>Where required to investigate concerns, Shop Stewards may request and shall be provided copies of the current week's schedule and/or the previous week's schedule, for specific departments from the Store Manager or designate, or the Human Resource Manager.</p> <p>11.4 An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident, or in the event of an emergency. An emergency shall be defined as: any sudden or unusual occurrence or condition that could not, by the exercise of reasonable judgement, have been foreseen by the Company.</p> <p>11.5 An employee shall be allowed ten (10) hours of rest between shifts except in an emergency or where by mutual agreement between the Company and the employee, eight (8) hours of rest between shifts is allowed.</p> <p>There will be a minimum of twenty-four (24) hours between the end of the employee's day shift and the beginning of the employee's night stocking shift and also between the end of the employee's night stocking shift and the beginning of the employee's day shift.</p> <p>11.6 All available anytime employees who are scheduled to work twenty (20) or more hours per week shall be scheduled two (2) consecutive days off each week where it is consistent with the efficient operation of the department. This may be altered by mutual agreement between the Company and the employee.</p> <p>Employees who utilize their twenty-four (24) hour block may not necessarily receive their days off consecutively.</p> <p>Full-time employees shall receive either a Saturday/Sunday or Sunday/Monday off once per four (4) week period calendar.</p> <p>11.7 Employees who commence their shift after 11:59 p.m. and prior to 5:00 a.m. will not be scheduled less than five (5)</p>	
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		<p>hours per shift. This may be altered by mutual agreement between the Company and the employee.</p> <p>11.8 Where it will not interfere with the proper operation of the business, senior full-time employees who prefer a night shift shall be given the opportunity to work the night shift on a permanent basis.</p> <p>11.9 Employees will be required to work no more than four (4) hours on the express checkouts per day, except in the case of an emergency or by mutual consent.</p>	
Call-In Time	17	<p>17.1 All employees called in, except as provided below, and who report for work shall, if requested to work less than four (4) hours, receive four (4) hours pay at their regular hourly rate.</p> <p>17.2 Paragraph 17.1 above shall apply to students on days other than school days. It shall also apply when stores are open for night shopping on school days. On school days, other than when stores are open for night shopping, students may be paid for only those hours worked, except when employed for less than two (2) consecutive hours; in which event, they shall receive a minimum of two (2) hours' pay at the regular hourly rate.</p> <p>17.3 If a student is called in before the store opens he/she will be paid for four (4) hours at his/her regular hourly rate. This four (4) hour minimum would also apply to any student called in for night stocking if he/she was brought in to start his/her shift one half (1/2) hour, or later, after store-closing time.</p>	
Dismissal Notice or Pay in Lieu thereof	19	<p>19.1 Employees regularly working full-time and upon dismissal by the Company shall be given individual notice in writing or pay in lieu thereof, as follows:</p> <p>(a) One (1) weeks' notice in writing or pay in lieu thereof, 35 to those who have completed sixty (60) or more consecutive days' service as a full-time employee.</p> <p>(b) Two (2) weeks' notice in writing or pay in lieu thereof, to those who have completed two (2) or more consecutive years' service.</p> <p>(c) Three (3) weeks' notice in writing or pay in lieu thereof, to those who have completed five (5) or more consecutive years' service.</p>	

		<p>(d) Four (4) weeks' notice in writing or pay in lieu thereof, to those who have completed eight (8) or more consecutive years' service.</p> <p>(e) The Company agrees to pay severance pay on store closing of one (1) weeks' pay up to two (2) years and one (1) week per year over two (2) years to a maximum of twenty (20) weeks' pay for full-time employees.</p> <p>19.2 Full-time employees, reduced to part-time and who terminate or are terminated within three (3) months of the date of their reduction to part-time shall be given whatever pay in lieu of notice to which they were entitled immediately prior to the date of their reduction to part-time.</p> <p>19.3 The Company shall not be deemed obliged to give any notice whatsoever or give any pay in lieu thereof, to any employee guilty of rank insubordination, dishonesty, theft, obvious disloyalty, possession and/or consumption of intoxicants or illegal drugs at any time during working hours, or just cause.</p> <p>19.4 This article shall not be deemed to invalidate an employee's right under Article 31.</p> <p>19.5 A copy of the notice of dismissal given to an employee in accordance with this article shall be forwarded to the Union Office at the date of giving such notice to the employee concerned.</p>	
Seniority	30	<p>30.1 Seniority shall mean the length of continuous service with the Company in classifications within the seniority group in the stores covered by this United Food and Commercial Workers Canada Union, Local No. 401 Collective Agreement. New employees shall be on probation for a period of two hundred forty (240) hours at work. During this probation period, new employees may be discharged by the Company at its discretion, without recourse to the grievance or arbitration sections of this Agreement. Upon completion of the probationary period, seniority shall then be established retroactive to the commencement of employment.</p> <p>30.2 Part-time employees shall accumulate seniority based on actual hours worked. Should a part-time employee become a full-time employee, the part-time seniority credits shall be converted to a seniority date based on one hundred</p>	

	<p>sixty (160) hours being equal to one (1) month of full-time service.</p> <p>30.3 Seniority shall be exercised within the following seniority groups: CALGARY 1540 – Airdrie 1542 – Westwinds 1543 – Coventry 1546 – McKenzie 1574 – Southport 1575 – Country Hills 1576 – Sunridge 1577 – West Hills 1578 – Shaunessy 1539 – Deerfoot Meadows 1545 – Huntington Hills</p> <p>30.4 Seniority lists shall be established for each of the departments within the stores covered by this Agreement.</p> <p>Seniority lists will be posted on the bulletin board.</p> <p>30.5 Seniority and employment shall be terminated when:</p> <p>(a) An employee misses five (5) consecutive shifts without prior and proper notice unless circumstances beyond the control of the employee prevents such notice.</p> <p>(b) An employee voluntarily quits or is terminated for just cause.</p> <p>(c) An employee fails to report to work after seven (7) days when recalled from layoff. An employee has to be recalled by registered mail at the last known address on file with the Company.</p> <p>(d) An employee has been on layoff and has not worked for a period of six (6) months.</p> <p>(e) When reducing staff, junior employees within the department in the classification shall be laid off first. When recalling employees from a layoff, they shall be recalled in seniority to the department and classification from which they were laid off.</p> <p>(f) In the event a full-time employee is laid off or is reduced to part-time, or a part-time employee is reduced to zero (0) hours for four (4) consecutive weeks, they shall be allowed to:</p>	
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	<p>(i) Displace the most junior employee within the classification within his seniority group;</p> <p>(ii) Displace the most junior employee whose rate is equal to or less than their current rate outside their classification within the seniority group.</p> <p>(g) Should an employee exercise their seniority outside their classification, he/she shall be given a "reasonable opportunity" to do the job in a competent manner. For the purpose of this section "reasonable opportunity" shall mean a maximum of thirty-seven (37) hours for a full-time employee and twenty (20) hours for a part-time employee.</p> <p>(h) An employee exercising his/her seniority under (f) above, will be restricted to one opportunity to do a job outside his/her classification in a competent manner.</p> <p>(i) In the event that a full-time position becomes available within the classification of the most senior full-time employee laid off or reduced, that employee shall have the first opportunity to fill the position.</p> <p>(j) In the event a full-time position becomes available outside the classification of the most senior full-time laid off employee or reduced full-time employee, he/she will be given a reasonable opportunity, as defined above, to perform the job in a competent manner subject to 30.5 (f) (ii).</p> <p>(k) In the event a part-time position becomes available, the most senior laid off part-time employee will be given a reasonable opportunity, as defined above, to perform the job in a competent manner subject to 30.5 (f) (ii).</p> <p>Transfers</p> <p>(l) The Company and the Union agree that when transfers of employees between the stores is conducive to the proper operation of the business, the employees will co-operate with the Company in this matter.</p> <p>(m) The Company agrees that, in the case of an interstore transfer made during an employee's regular daily shift, the employee so transferred, shall be paid for reasonable travelling time from one store to another.</p> <p>(n) The Company agrees that, in the case of the temporary out-of-town transfer, the employee shall be paid reasonable travelling and living expenses.</p>	
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	<p>(o) The Company agrees that, if an employee has a good and sufficient reason for not accepting a transfer, the employee will not be forced to accept such a transfer.</p> <p>(p) When an employee is transferred within the bargaining unit under contract with United Food and Commercial Workers Canada Union, Local No. 401, he will maintain his seniority.</p> <p>(q) Employees from outside the bargaining unit of seniority groups may be transferred into a bargaining unit or seniority group provided such transfer does not result in the displacement of or reduction of hours of a member of the said bargaining unit or seniority group.</p> <p>(r) The Company agrees to give full consideration to an employee's request to permanently transfer between stores within the same city. It is understood that the Company has the sole right to grant or deny transfers based on their assessment of the efficient operation of the business.</p> <p>(s) The Company agrees to give an employee no less than one (1) week of notice of a permanent transfer from one store to another.</p> <p>(t) Full-time employees will have a one time ability to change to part-time status during the term of the current Agreement for reasons other than working at alternative full-time employment. Employees exercising this right will remain part-time for the balance of the Agreement. Requests to change to part-time status can be made in the last two (2) weeks of the year. Change in status will be effective in the first or second week of the new year. Employees moving to part-time status will be required to complete a declaration of availability form.</p> <p>30.6 Promotions</p> <p>Promotions and vacancies shall be filled on the basis of seniority, providing the senior employee has the merit, fitness and ability to perform the work. The Company agrees to act in good faith and further agrees not to discriminate in any manner. Full-time vacancies shall be filled on a city wide basis.</p> <p>30.7 Part-Time Employees</p>	
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	<p>In scheduling part-time employees in a department the most available part-time hours of work on a weekly basis shall be assigned to such employees within the classification within the department on the basis of seniority, provided the employee has the qualifications and ability to handle the work to be performed in a competent manner.</p> <p>30.8 Part-time employees, who are desirous of becoming full-time employees or increase their hours of work, shall inform the Company, in writing. The Company shall post an annual notice in the store to remind part-time employees of this obligation. The Company agrees to give full consideration to the employee's request. All applications must be made on the understanding that the employee will accept a work assignment in any of the Company's stores within the area covered by the Collective Agreement.</p> <p>30.9 When a part-time employee works the basic work week for thirteen (13) consecutive weeks (unless exclusively worked during May 1st to September 30th), a full-time position will be deemed to exist and will be filled in accordance with Article 30.8 of this Agreement. If no written application for full-time employment is on file, then the first opportunity to fill the position will be given to the above employee if he/she is desirous of full-time employment. This will not apply in cases where an employee is covering leaves of absence due to 58 maternity, parental, adoption, illness, injury or Union business.</p> <p>30.10 In the event an employee is to be called in to work hours that he/she has not been scheduled to work such call-in shall be by seniority within the classification within the department.</p> <p>30.11 Any full-time or top rated part-time employee who has completed their probationary period and who is in a store which is to be closed or sold, shall be allowed to displace the most junior employee in their classification in the bargaining unit.</p> <p>30.12 (a) Part-time employees shall declare their availability four (4X) times a year; (i) The first Sunday in September (with a two (2) week leeway either way). (ii) Three (3) other times in the calendar year.</p>	
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	<p>Part-time employees will be required to work according to the four (4) yearly declarations 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.</p> <p>Notwithstanding the above, part-time employees shall have the ability to declare a change in their availability if required to fill a promotional opportunity.</p> <p>Employees shall not be scheduled in a manner inconsistent with their availability.</p> <p>(b) Available anytime employees will have the option when making their Declaration of Availability, of restricting themselves for one (1) period of up to twenty-four (24) consecutive hours and retain their available anytime status. This period of time must fall between 12:01 a.m. Monday and 11:59 p.m. Thursday.</p> <p>(c) Available anytime employees will be scheduled a minimum of four (4) hours more than restricted employees on a weekly basis.</p> <p>30.13 The Company will make "Declaration of Availability" forms readily available to part-time employees. Employees who require a change in availability will submit a completed form to their Supervisor on or before the Sunday, which falls one (1) week prior to the effective date of the required change. New employees shall be required to complete "Declaration of Availability" forms on or before the first day of work. Copies of all "Declaration of Availability" forms shall be forwarded to the Union office. Employees shall not be scheduled in a manner inconsistent with their availability.</p> <p>30.14 The following item (a) shall apply in all stores, in all departments with greater than three (3) employees.</p> <p>(a) Article 30.7 notwithstanding, the senior forty (40%) percent of the employees in the department, hereinafter called "the Group", shall be scheduled as follows:</p> <p>(i) The senior one-third (1/3rd) of "the Group" shall receive twenty-eight (28)-hours or better, per week;</p> <p>(ii) The next most senior one-third (1/3rd) of "the Group" shall receive twenty-four (24) hours or better, per week;</p> <p>(iii) The least senior one-third (1/3rd) of "the Group" shall receive twenty (20) hours or better, per week.</p>	
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	<p>(b) Implementation of the above minimum guarantee of hours for "the Group" shall be subject to the following definitions and/or conditions:</p> <p>(i) "The Group" shall be calculated based on the total number of part-time employees in the department. This will then produce the number of part-time employees entitled to the minimum guarantee as indicated in 30.14 (a).</p> <p>(ii) Any restricted employees shall not qualify to be scheduled under this section. The Company, therefore, shall go to the next unrestricted available employee until the total number constituting "the Group" is reached.</p> <p>(c) Hours worked or paid, including General Holiday as per Article 13, shall be considered as hours worked for the purpose of satisfying the minimum guarantees in Article 30.14 (a) above.</p> <p>30.15 An employee may request a specific day off, or a combination of two (2) consecutive days off, in advance of the schedule being completed. Granting of requests is subject to operational requirements as determined by the Company but requests will not be unreasonably denied.</p> <p>The above will not restrict a Supervisor from granting additional days off.</p> <p>Provided that the employee does not make more than one request per the Company's period calendar then the granting of the request will not result in the reduction of average scheduled hours of the employee. The employee will be scheduled the same number of hours in the week in question, or will be scheduled the lost hours in the following three (3) weeks.</p> <p>Written confirmation of the status of their request will be available by 6:00 p.m. on the Monday prior to the schedule being posted if the request is made one (1) week prior to the schedule being posted.</p> <p>30.16 New Department</p> <p>From time to time, the Company may establish new departments according to the following criteria:</p> <p>(a) A new group of products or commodities are to be sold or services offered.</p>	
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		<p>(b) The pre-existing mix of products or commodities is substantially altered to the extent that merchandising and staff requirements are substantially altered.</p> <p>(c) Operational changes are required to improve the business.</p> <p>When a new department is established, the Department Supervisor for that Department will be added to the exclusions under Article 1.</p> <p>30.17 The parties agree that, to enhance the Company's ability to develop supervisory staff, there shall be created the position of Assistant Department Supervisor. The Assistant Department Supervisor shall be:</p> <p>(a) Filled by Available Anytime individuals hired or selected on the basis of their merit, qualifications, ability and seniority as determined by Management;</p> <p>(b) Required to provide all relief for Department Supervisor;</p> <p>(c) When not relieving, receiving hours equal to but not more than the senior employee in the Department.</p> <p>(d) For the purpose of layoff or reduction to part-time within a department, seniority shall govern provided the senior employees have the ability and willingness to perform the job of an Assistant Supervisor in a competent manner. For the purpose of this section, the senior employees will be given a "reasonable opportunity" (meaning thirty-seven (37) hours) to do the job in a competent manner.</p> <p>The rate shall be thirty (\$0.30) cents per hour over the top in the Department.</p>	
Store Support Crew Department	LOU#3	<p>Store Support Crew Department</p> <p>The parties agree that the terms and conditions of the existing urban and rural Collective Agreements will apply to employees working province wide as part of the Store Support Crew with the following provisions:</p> <ul style="list-style-type: none"> - With the exception of one (1) Supervisor the employees will be bargaining unit members subject to all language in the Collective Agreement classified as Service Clerks. - These personnel will be reimbursed for meal and hotel costs when travel is required. - These personnel will perform reline work, backroom organization work, seasonal changeovers and general assistance as required. - There will be no reduction of regular hours and existing employees of departments where store support is 	

		<p>performing work will have the first opportunity for overtime hours.</p> <p>- Store Support Crew personnel will be paid any eligible premiums applicable to the work location.</p>	
Twenty-Four (24) Hour Store Opening	LOU#4	<p>Twenty-Four (24) Hour Store Opening</p> <p>In the event the Company elects to introduce twenty-four (24) hour opening in any of its retail stores, it shall advise the Union and the affected employees a minimum of three (3) weeks in advance of the change.</p> <p>It is understood that for current employees, available anytime status would be maintained provided that the anytime employee is available for the same block of hours within their department that they were available prior to the store hours changing to twenty-four (24) hours. Shifts added due to twenty-four (24) hour opening will be filled on a voluntary basis.</p> <p>Employees starting a shift between the hours of 11:00 p.m. and 7:00 a.m. inclusive will be scheduled for shifts of not less than five (5) hours.</p>	
Call-In	LOU#6	<p>Call-In</p> <p>It is understood that the following interpretation shall apply to Article 30.10:</p> <p>In the event an employee is to be called in to work hours that he has not been scheduled to work, any employee may be called for any shift, provided that at the end of the particular week, the comparative number of hours of part-time employees is consistent with the seniority and availability of others in the department.</p>	
Guarantee of Hours	LOU#7	<p>Guarantee of Hours</p> <p>(a) For the purpose of calculating the guarantee of hours in the Frond End, it is agreed that there are two (2) departments:</p> <p>(i) Front End (ii) Courtesy Clerks</p> <p>It is understood that employees hired prior to ratification (October 2008) that work exclusively as a Cashier, or Cash Office or Customer Service will only be required to work in another area of the Front End by mutual agreement.</p> <p>(b) The number of employees entitled to a minimum 104 guarantee of hours of twenty-eight (28), twenty-four (24), or twenty (20) hours, is to be calculated according to a formula. For example:</p>	

		Minimum Hours Received by "Group" Eligible Employees # in "Group" 28 Hours 24 Hours 20 Hours	
Full-Time Work Week	LOU#8	Full-Time Work Week In the event a four (4) day work week is being considered, the Company and the Union will meet to discuss provisions of a mutually agreeable four (4) day work week for full-time employees	
Clarification Language on Scheduling	LOU#1 2	Clarification Language on Scheduling (a) The parties agree that employees who are available anytime (unrestricted) as per Article 31.12, shall be scheduled a minimum of four (4) more hours on a weekly basis than employees in the same department scheduling group who choose to restrict their availability. Senior available anytime employees will be scheduled as many or more hours than junior available anytime employees on a weekly basis. (b) Within the department scheduling group, hours will be scheduled to restricted employees on a weekly basis subject to seniority and availability. Senior restricted employees will be scheduled as many or more hours than junior restricted employees on a weekly basis except when the senior restricted employee is not available (or does not have the ability) to work the shift(s) assigned to the junior restricted employee. (c) In the event an employee is to be called in to work hours that he has not been scheduled to work, any employee may be called for any shift, provided that at the end of the particular week, the comparative number of hours of part-time employees is consistent with the seniority and availability of others in the department.	
Full-Time Positions	LOU#1 5	Full-Time Positions The Company agrees to maintain full-time jobs during the term of the Collective Agreement at sixteen (16%) percent in Calgary based on the Trusteed Dental Plan hours (excluding Courtesy Clerk hours). For the purposes of calculation, a full-time employee will be considered to work thirty-seven (37) hours per week. The calculation will be made twice (2X) annually, in September and March.	

		e.g. $(17,500 \text{ hours} \times .16) \div 37 = 75.68$. This means 76 positions will be maintained in the city for the next six (6) months.	
Scheduling Guarantees	LOU#1 7	<p>Scheduling Guarantees</p> <p>Employees who are in the employ of the Company on the ratification date (October 2008) and who work or will work in departments with three (3) employees or less, if eligible, shall receive guarantee of hours as follows:</p> <p>Notwithstanding 30.14 (a) and (b) the following shall apply. The senior forty (40%) percent of unrestricted employees in a department shall hereafter be called “the Group” and be scheduled as follows:</p> <p>(a) the senior one-third (1/3rd) of “the Group” shall receive twenty-eight (28) hours or better;</p> <p>(b) the next most senior one-third (1/3rd) of “the Group” shall receive twenty-four (24) hours or better;</p> <p>(c) the least senior one-third (1/3rd) of “the Group” shall receive twenty (20) hours or better.</p> <p>Restricted employees shall not qualify to be scheduled under this section.</p>	

Workers' Rights

The essential objective of a collective agreement is to outline the employment rights of workers. Workers' rights are widely considered to be human rights, and the Alberta Human Rights Commission even sets out key workplace rights legislation – such as the [Employment Standards Code](#) and the [Employment Standards Regulation](#) – on its website and notes that the Alberta Human Rights Act has primacy over all other Alberta legislation. Of course, the Employer is required to comply with these laws.

But progressive employers show leadership by exceeding minimum standards and enjoy better employee retention and more experienced employees.

To that end, the Union proposes discussion and contract language around the following themes in collective bargaining:

- Employee Security
- Whistleblower Protection
- Employee Rights Clause
- Hair Colour and Appearance

The Union's proposal may impact the following existing contract language, and so we provide it here for reference only:

Theme	Article	Existing Contract Language	Comments/Questions
Payroll Disputes	5.3	<p>The Company is committed to the early resolution of payroll disputes. If an employee believes they were paid incorrectly they should immediately bring it to the attention of their Supervisor. If the matter is not resolved to their satisfaction then it should be brought to the attention of the Store Manager, or the Labour Relations Department and the Union.</p> <p>In the event that an employee is not paid the correct amount of pay as a result of an error made by the Company, the employee shall be compensated an additional ten (10%) percent of any shorted amount, provided the employee brings the matter to the attention of the Company as determined above in the week following payday. If the error is not corrected by the next payroll, a further ten (10%) percent of the original shorted amount will be paid and this process will continue until the payroll issue is corrected.</p>	
Polygraph	26.4	The Company shall not request that an employee participates in a polygraph or similar lie detector test.	
Whistle Blower Protection	26.8	<p>Whistle Blower Protection</p> <p>The Company shall not discipline, terminate, or invoke a penalty of any kind in respect to employees who have in good faith, spoken out or complained about their workplace, working conditions, food safety, the Company, or any other aspect of the business, providing the issues</p>	

		have been brought to the Company's and Union's attention and the Company has had adequate and reasonable time to address it.	
Physical Examination	28.1	Where the Company requires the employee to take a physical examination, the doctor's fee shall be paid by the Company, and the examination shall be on Company time. Where subsequent examination proves an employee unfit to work in a food store, examinations shall be paid by the employee.	
Cash Shortages	29	<p>No employee shall be required to make up cash register shortages unless he/she is given the privilege of checking the change and daily receipts upon starting and completing the work shift, and unless the employee has exclusive access to the cash register during the work shift, except as specified below:</p> <p>In the event a customer claims he/she had been short-changed by the cashier, the cashier shall notify the Manager and together check the change and daily receipts.</p> <p>No employee shall be required to make up register shortages when Management exercises the right to open the register during the employee's work shift, unless the register is opened in the presence of the employee and the employee is given the opportunity to verify all withdrawals and/or deposits.</p>	
Respect and Dignity	33	<p>Respect and Dignity</p> <p>The Company agrees that employees, the people who are a vital part of our success, must be treated with dignity, respect and fairness and the right to be free from discrimination, intimidation, retaliation and harassment.</p> <p>The Company recognizes the need to hire, maintain and promote managerial officials who recognize the importance of dignity and respect in the workplace.</p> <p>The parties agree that allegations of inappropriate conduct may be grieved under Article 31. If the parties cannot resolve the issue through the grievance procedure, the matter may be referred to an arbitrator under Article 32. In the event the arbitrator finds that a violation of this letter has occurred, he/she will be limited to referring the case to the following dispute resolution process:</p> <p>(a) The matter will be referred to a mediator from an agreed list of suitable mediators.</p>	

		(b) If the matter is not resolved through direct mediation, the mediator will write a report outlining his/her view of the matter and make recommendations for a resolution. (c) Individuals identified through the process as having engaged in inappropriate conduct will be retrained or appropriately disciplined up to and including termination of employment as determined by the Company.	
Lockers	35	The Company will make individual lockers available to full-time employees for the duration of their employment. The Company will not search an employee's locker without the presence of the employee and a Shop Steward, or in their absence, another member of the bargaining unit, selected by the employee.	
Doctors Notes	38.4	The Company will not require doctor's certificates from employees unless: (a) The employee has been formally advised that their 70 attendance record is unacceptable and that doctor's certificates will be required in the future, or; (b) The duration of the absence, or circumstances surrounding the absence, require justification.	
H2O	LOU#1 1	H2O Employees may elect to bring a bottle of water to their working areas under the following conditions: (a) The bottle is the President's Choice brand or other brand designated by the Company or a personal water bottle absent of competitor branding. (b) The size is one (1 L) litre or smaller. (c) Cashiers will store the bottle under the counter. Bottles are not to be present on the sales floor when the store is open. Employees must exercise common courtesy with customers when consuming water.	

Progressive and Ethical Workplace Practices

The changing demographics of consumers has also elicited changing customer preferences. With the population of “Millennials” now exceeding that of “Baby Boomers,” grocery competitors are forced to contend with a much more informed and conscious consuming public. Generally speaking, Millennials are less influenced by ad campaigns than they are by word-of-mouth recommendations from their peers. Millennials also tend to be concerned about shopping locally and supporting businesses that support their communities. There is a market opportunity for companies like Loblaw to approximate the values of this emerging demographic. But what many business have failed to understand is the importance of authenticity.

In order to be a good grocery store, the Union proposes discussion and contract language along

- Fair and Ethical Pricing Practice
- Food Waste
- Community Preference in Hiring
- Store Banner Conversion
- Ethical Investments

The Union’s proposal may impact the following existing contract language, and so we provide it here for reference only:

Theme	Article	Existing Contract Language	Comments/Questions
Clarification of Terms	2	Clarification of Terms In this Agreement, wherever the words "he", "her", or "him" appear, it shall be construed as meaning any employee, male or female. Wherever the words "employee" or "employees" appear, it shall mean any person or persons covered by this Agreement.	
Staff Meetings	15	Staff Meetings Staff meetings, wherever held, shall be considered as time worked, and compensated for, except where attendance by an employee is on a voluntary basis. The Company must clearly inform the employee if the staff meeting is voluntary.	
Courtesy Clerks	26.5	Courtesy Clerks (a) Courtesy Clerk’s duties are limited to basket and cart retrieval, bagging, sorting of returnable beverage containers, carry-outs, price checks, filling check stands with bags, merchandise return (put aways), sweeping and cleaning the check stand, entrance and entire store area. (b) It is understood that cleaning the entire store area shall mean cleaning mouldings, shelves, sweeping and mopping of the floors in any area of the store premises and shall also include clean-up (dust, wash, damp mop, clean up spills and breakages) in the lunch room, washroom, sales area and	

		<p>backroom areas as well as cart areas. The sales area shall be defined as any area within the store where the customers normally shop.</p> <p>(c) Courtesy Clerks will not be used to the extent that existing employees doing those duties will suffer a reduction in hours.</p> <p>(d) The total number of Courtesy Clerks hours in a store shall not exceed ten (10%) percent of the total hours worked in the bargaining unit of that store each and every week. If the Company exceeds the ten (10%) percent indicated above in a week, hours in excess of ten (10%) percent shall be paid at the rate of thirteen (\$13.00) dollars per hour to the most senior Service Clerk(s).</p> <p>(e) If a Courtesy Clerk is assigned duties regularly performed by employees in a different classification, they will be entitled to a higher rate of pay for their entire shift. The employee's class hours, applied to the appropriate scale, will determine the hourly rate.</p>	
Personal Radio	26.6	Personal radios (excluding walkman style) may be used during hours when the store is closed provided food safety regulations are adhered to. The Company will determine the appropriate volume and location to prevent safety or communication problems. Radios may be allowed at other times where approved by the Store Manager.	
Cell Phone	26.7	The use of cellular telephones or other portable communication devices is prohibited during an employee's shift except during meal and coffee breaks, or in extraordinary circumstances. The Store Manager or designate must be consulted in advance and approve extraordinary exceptions.	
Transportation	34	<p>Transportation</p> <p>The Company agrees to pay the cost of transportation (bus fare or appropriate kilometre rate) when an employee is transferred to another store or required to use their own vehicle during the course of the employee's day's work. When an employee is transferred to another store during the regular working hours, the time taken during transit will be paid by the Company at the regular hourly rate.</p>	
Voting Privileges	36	<p>Voting Privileges</p> <p>The Company agrees that he/she will fully comply with any law requiring that the employee be given time off to vote</p>	

Clothing & Footwear	LOU#1 3	<p>Clothing & Footwear</p> <p>When the Company implements a uniform vest, the following will apply. The Company agrees to:</p> <p>(a) Provide three (3) vests to full-time employees; 108</p> <p>(b) Provide two (2) vests to part-time available anytime employees;</p> <p>(c) Provide one (1) vest to part-time restricted employees. In addition, the Company will provide a replacement vest upon request by the employee.</p>	
Safety Footwear		<p>Safety Footwear Full-time Receivers who are required to wear steel-toed safety footwear will be paid an allowance of fifty (\$50.00) dollars per year towards the cost. Within thirty (30) days of ratification of this Agreement, the Company and the Union will source suppliers of safety footwear. The parties will then meet and select a suitable supplier with the lowest cost option considering the discount the Company is able to negotiate to purchase the footwear. The Company will secure the discounted rate by no later than December 31st, 2013.</p>	

Wages/Premiums/Benefits

The extent to which employees' contributions to the business of the employer is often directly impacted by the remuneration they are provided from the employer.

The union proposes discussion and language that would seek improvements in employee compensation in the following areas:

- Term
- Wages
- Tips
- Premiums
- Relief Pay
- Family Supports
- Direct Pay Card
- Health and Welfare Benefits Plans (Full-Time and Part-Time)
- Pension Plan

The Union's proposal may impact the following existing contract language, and so we provide it here for reference only:

Theme	Article	Existing Contract Language	Comments/Questions
Premium Pay	10	<p>10.1 Night Premium Employees working between 10:00 p.m. and 8:00 a.m. shall receive a premium of no less than two (\$2.00) dollars for each hour worked. Employees who commence a shift between 10:00 p.m. and 2:00 a.m. shall receive no less than the two (\$2.00) dollars per hour premium for their entire shift.</p> <p>10.2 Sunday Premium Employees working on Sunday shall receive a premium of one (\$1.00) dollar for each hour worked. Sunday shall be considered as the first day of the week for the purposes of the Collective Agreement.</p>	
Wages – Minimum Hourly Rates	12	<p>12.1 Rate Schedule The Company agrees to pay all persons covered by the terms of this Agreement, not less than the attached schedule of wages during such time as the Agreement is in force and provided that, if an employee is receiving a wage rate in excess of the rates herein contained, such wage rate shall not be reduced by reason of the signing of the Agreement.</p> <p>The parties agree that Appendix "A" does not prevent the implementation of additional premiums or other incentives as determined by the Company from time to time. The Union will be provided with at least two (2) weeks notice prior to the implementation of additional premiums or other incentives.</p>	

		<p>12.2 Night Shift Lead Hand When night stocking takes place, one (1) employee on the night stocking shift shall be designated as Lead Hand, and shall be paid a premium in addition to the regular rate of pay of seventy-five (\$0.75) cents per hour.</p> <p>12.3 Premium Pay vs. Overtime Shift premium pay shall not be added to the employee's hourly rate of pay for the purpose of computing overtime pay.</p> <p>12.4 Front End Training Employees' assigned cashier training duties shall be paid a premium in addition to the regular rate of pay of fifty (\$0.50) cents per hour for time spent training when the store is closed.</p>	
Credit for Previous Experience	16	<p>16.1 New employees will be classified according to previous comparable experience. Qualified Bakers and qualified Meat Cutters will be classified with a minimum of twelve (12) months (two thousand eighty (2080) hours), in their designated classification.</p> <p>16.2 It shall be the responsibility of the employee to supply reasonable proof of his/her previous experience within sixty (60) calendar days of employment. Otherwise, the employee shall forfeit all claims for credit for previous experience. Reasonable proof will mean that if past employment records are not obtainable, the Union records, income tax records, or other similar documents will be acceptable. The hourly rate for recognized credit will be effective from the first day of employment.</p>	
Trsted Dental Plan	37	<p>37.1 The Company agrees to make a dental contribution to the United Food and Commercial Workers Dental Benefit Plan of forty-three (\$0.43) cents per hour, to a maximum of \$15.91 per employee per week, for each straight time hour of actual work, including sick pay, vacation and Statutory Holidays, to a maximum of the basic work week in respect to all employees in the bargaining unit.</p> <p>37.2 The Plan shall be controlled by a Board of Trustees to be made up by an equal number of representatives from the Union and Management.</p>	
Company Weekly Indemnity Plan	38.1-38.3	<p>Seventy (70%) percent of straight time weekly salary benefits to be paid on the fourth (4th) day of absence due to sickness or non-occupational accident. There is a twenty-six (26) week benefit period. It is understood and agreed that all matters of eligibility, coverage and benefits shall be as set out in the Plan. The above is available for full-time employees. Employees found abusing the privilege shall be disciplined by the Company. Long Term Disability monthly benefit increases to two thousand (\$2,000) dollars. 38.1 The Company agrees to pay one hundred (100%) percent of Alberta Health Care Premiums for full-time employees.</p>	

		<p>38.2 Alberta Health Care benefits will be extended to those part-time employees who work thirty-two (32) hours per week for thirteen (13) consecutive weeks. The employee must fail to meet the above hour requirement for a period of thirteen (13) consecutive weeks from the time he or she first fails to meet it before he or she is disqualified.</p> <p>38.3 Short Term Sick Leave Full-time employees with three (3) months qualifying service will be eligible for sick pay at one hundred (100%) percent of the regular hourly rate for the first seven (7) days in any year.</p>	
	38.5 - 38.9	<p>38.5 Long Term Disability (LTD) The Company will pay seventy-five (75%) percent of the premiums for full-time employees.</p> <p>38.6 Life Insurance The Company will pay seventy-five (75%) percent of the premiums for full-time employees.</p> <p>38.7 Massage Therapy The Company will pay up to a maximum of three hundred fifty (\$350.00) dollars per full-time employee per year with a doctor's referral.</p> <p>38.8 Orthotics The Company will reimburse the full-time employee fifty (50%) percent once per year.</p> <p>38.9 Drug Coverage The Company will increase the life time maximum from ten thousand (\$10,000.00) dollars to one hundred twenty thousand (\$120,000.00) dollars for hospital, extended health and drug benefits for full-time employees.</p> <p>71</p> <p>38.10 The Company agrees to attach the text contained in the benefits booklets as an Appendix to the Collective Agreement.</p>	
Health & Welfare Trust Fund	40	<p>40.1 The Company agrees to have a Health and Welfare Trust Fund for all part-time employees who do not qualify for the existing Company Group Insurance benefits. The Company shall make contributions to the fund of twenty-five (\$0.25) cents per hour for all hours worked and paid in the bargaining unit for the same hours that are paid for pension and dental contributions. The Company shall appoint two (2) trustees and the Union shall appoint two (2) trustees. The first task of the trustees shall be to draw up a Trust Agreement which shall be accomplished within thirty (30) days from the date of ratification, unless a longer period is mutually agreed by the 72 parties. A Plan Text shall also be established by the trustees within a further sixty (60) days unless a longer period is mutually agreed by the trustees. The trustees may hire consultants that may be deemed appropriate for the finalization of these documents, and/or administration of the Fund. The purpose of the Trust Fund shall be to establish health and welfare benefits for the employees as decided by the trustees. The trustees shall have the authority to decide which benefits</p>	

		shall be implemented, consistent with the financial ability of the Trust Fund to provide for those benefits.	
Vision Care	41	41.1 Employees who have been full-time for three (3) months, and their eligible dependants, will have vision care benefits of up to two hundred (\$200.00) dollars every twenty-four (24) months. Reimbursement for an eye exam (to a maximum of sixty (\$60.00) dollars) and for corrective lenses will be up to a combined maximum of two hundred (\$200.00) dollars (with no deductible) in a twenty-four (24) month period.	
	APPEN DIX "A"		
	Sched ule "A"		
	Appen dix "B"		
	Appen dix "B"		
	Appen dix "C"		
	Appen dix "D"		
	Appen dix "E"		
Voluntary Training	LOU#1	Voluntary Training Upon completion of the front end training period, successful employees will be paid for voluntary training hours at the starting rate in their classification.	
Meat Department Trainees	LOU#2 1	Meat Department Trainees The parties agree that there shall be a classification of Meat Department Trainees and that the following shall apply: (a) The trainees will be drawn from the existing group of Meat Service Clerks in the store with the opening for a trainee. (b) Meat Service Clerks entering the program must either: (i) hold a N.A.I.T. or equivalent diploma, or (ii) pass a written and/or practical test developed by the Meat Department. 112 (c) Trainees will be on a trial period for five hundred (500) hours during which time the Company will review the progress of the trainee at periodic intervals. (d) During the trial period, trainees whom the Company determines not to have the capabilities to be a Meat Cutter shall return to the Service Clerk classification. (e) The duties of the trainees will include all aspects of the Meat Cutter position and will be under the guidance of same. If Meat Cutter duties are not available,	

		<p>trainees will perform Service Clerk duties. (f) If a Meat Cutter position becomes vacant prior to trainees completing the program, those trainees with more than five hundred (500) hours of training will be considered at that time. If the trainees are not suitable or are not available to fill a Meat Cutter position, the Company has the right to hire outside. (g) When trainee hours are not available, a trainee will receive Service Clerk hours in line with seniority. (h) At the completion of two thousand (2,000) hours, the trainees, who are then at a rate of \$13.50, will be classified as part-time Meat Cutters and will receive credit for all hours worked actually training. Rate of Pay - Meat Department Trainees 0 - 500 hours \$ 12.00 501 - 1000 hours \$ 12.50 1001 - 1500 hours \$ 13.00 1501 - 2000 hours \$ 13.50 If a new trainee's hourly rate as a Service Clerk is higher than the top rate of the Meat Department Trainee's scale, then the new trainee will remain at their current Service Clerk rate of pay for their entire training period and receive a training incentive of fifty (\$0.50) cents for all hours worked as trainee when they successfully complete their training period.</p>	
Bakery Department Trainee	LOU#2 2	<p>Bakery Department Trainees The parties agree that there shall be a classification of Bakery Department Trainees and that the following shall apply: (a) The trainees will be drawn from the existing group of Bakery Service Clerks in the store with the opening for a trainee. (b) Bakery Service Clerks entering the program must either: (i) hold a N.A.I.T. or S.A.I.T. Commercial Baking Program diploma, or (ii) have entered into a Bakery apprenticeship agreement with the Company, or (iii) be accepted into the N.A.I.T. or S.A.I.T. Commercial Baking Program. Where there is more than one (1) applicant being considered under one of the options listed above, the position shall be filled in accordance with Article 30.6. (c) Trainees will be on a trial period for five hundred (500) hours during which time the Company will review the progress of the trainee at periodic intervals. (d) During the trial period, trainees whom the Company determines not to have the capabilities to be a Baker, shall return to the Service Clerk classification. (e) The duties of the trainees will include all aspects of the Baker position and will be under the guidance of same. If Baker duties are not available, trainees will perform Service Clerk duties. (f) If a Baker position becomes vacant prior to trainees completing the program, those trainees with more than five hundred (500) hours of training will be considered at that time. If the trainees are not suitable or are not available to fill a Baker position, the Company has the right to hire outside. (g) When trainee hours are not available, a trainee will receive</p>	

		<p>Service Clerk hours in line with seniority. (h) At the completion of two thousand (2,000) hours, the trainees, who are then at a rate of \$13.50, will be classified as part-time Bakers and will receive credit for all hours worked actually training. Rate of Pay - Bakery Department Trainees 0 - 500 hours \$ 12.00 115 501 - 1000 hours \$ 12.50 1001 - 1500 hours \$ 13.00 1501 - 2000 hours \$ 13.50 If a new trainee's hourly rate as a Service Clerk is higher than the top rate of the Bakery Department Trainee's scale, then the new trainee will remain at their current Service Clerk rate of pay for their entire training period and receive a training incentive of fifty (\$0.50) cents for all hours worked as trainee when they successfully complete their training period.</p>	
Registered Pharmacy Technicians	LOU#30	<p>30. Registered Pharmacy Technicians Should the Company introduce a Registered Pharmacy Technician classification, the Company and the Union agree that it will be included in the bargaining unit and the parties will meet to negotiate the rates.</p>	

Discipline and Discharge

In taking a progressive view towards labour relations, we must recognize that the purpose of discipline should be to correct problematic behaviour and should not be punitive. While the parties have a long-standing collective bargaining relationship, it is inevitable that there will be issues that arise.

The Union proposes discussion and contract language that will address the following concerns with a view towards a more sensible and solutions-oriented relationship into the future:

- Management Rights
- Discipline and Discharge
- Customer Complaints and Abuse
- Sunset Clause
- Burden of Proof
- Transparent and Fair Labour Relation
- Surveillance Equipment
- Dispute Resolution
- Grievance Procedure
- Mediated Settlements

The Union's proposal may impact the following existing contract language, and so we provide it here for reference only:

Theme	Article	Existing Contract Language	Comments/Questions
Union's Recognition of Management Rights	24	<p>Union's Recognition of Management Rights</p> <p>24.1 The Union agrees that the Management of the Company, including the right to plan, direct and control store operations; 43 direction of the working force, discharge of employees for just cause, and those matters requiring judgement as to the competency of the employees, is the sole right and function of the Company.</p> <p>24.2 The parties agree that the Company shall be the sole judge of the merchandise it may handle, process, manufacture or package and of the manner in which these functions may be carried out and in which the merchandise may be handled, stored, shipped or sold.</p> <p>24.3 The parties agree that the foregoing enumeration of Management rights shall not be deemed to exclude other recognized functions of Management not specifically covered by this Agreement. The Company, therefore, retains all rights not otherwise specifically covered by this Agreement.</p>	
Grievances	31	Grievances	

	<p>31.1 Any complaint, disagreement or difference of opinion between the Parties hereto, concerning the interpretation, application, operation of this Agreement, violation of the terms and provisions of this Agreement, shall be considered a grievance, subject to the grievance and arbitration provisions of this Agreement. This article shall not apply in cases of any dismissal of an employee for any reason, whatsoever, where such employee has worked less than the probationary period or had been found unacceptable to the Company's Bonding Company.</p> <p>31.2 Grievances must be submitted to the Company, in writing, not later than fourteen (14) working days from the event giving rise to the grievance, or within ten (10) working days of the termination or it shall be waived by the aggrieved party.</p> <p>31.3 Reprimands</p> <p>(a) No employee shall be subjected to a disciplinary interview or be given a written reprimand, warning letter, or be suspended or dismissed except in the presence of a Shop Steward where a Shop Steward is available at the time. In the event that a Steward is not available at the time, the Company shall attempt to contact a Union Representative and advise them at least twelve (12) hours in advance that a disciplinary meeting will be held. In the event that a person contacted is not available for the meeting, another member of the bargaining unit shall be selected by the employee. 64 In the event that a Shop Steward or Union Representative is not available at the time, an employee may be suspended pending the disciplinary meeting and any time lost can be the subject of a grievance. An employee who wishes to be unrepresented during one of the situations above, may only do so after consultation with a Shop Steward or Union Representative.</p> <p>(b) Employees may request their right to the presence of a Shop Steward, or in his/her absence, another member of the bargaining unit as selected by the employee during random security check of bags, purses and parcels.</p> <p>(c) If the Steward, Union Representative or another member of the bargaining unit is present in accordance with (a) or (b) above he/she may advise the employee.</p> <p>(d) Reprimands and suspensions will be removed from an employee's personnel file after two (2) years.</p> <p>(e) An employee will be given a copy of any discipline which will be placed on their personnel file. An employee may request and shall receive copies of any discipline on their personnel file.</p>	
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		<p>(f) A “disciplinary interview” is defined as a meeting with an employee where the Company is contemplating disciplining the employee.</p> <p>31.4 The procedure for adjustment of grievances and disputes by an employee shall be as follows: 1st Step: By a discussion between the employee, with or without Shop Steward, and Management. If a satisfactory settlement cannot be reached within five (5) days; then within ten (10) days; 2nd Step: The Union Representative(s) may take up the matter with the Company's Official designated by the Company to handle labour relations. If a satisfactory settlement cannot be reached within fourteen (14) days, the matter may then be referred to arbitration, as per Article 32.</p>	
Board of Arbitration	32	<p>Board of Arbitration</p> <p>32.1 Either of the parties may, within ten (10) days of decision at Step 2 of the Grievance procedure, notify the other party in writing of its desire to submit the grievance to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board.</p> <p>The recipient of the notice shall within five (5) days inform the other part of the name of its nominee to an Arbitration Board.</p> <p>The parties may mutually agree to select a single Arbitrator in lieu of a three (3) person Arbitration Board.</p> <p>The two (2) appointees so selected, shall, within five (5) days of the appointment of the second of them, appoint a third (3rd) person who shall act as Chairperson. If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within the time limits the appointment shall be made by the Director of Mediation Services for Alberta upon request of either party.</p> <p>No person who was involved in the negotiation of the Agreement will serve on a panel.</p> <p>32.2 Expedited Arbitration</p> <p>Either of the parties may, within ten (10) days of decision at Step 2 of the grievance procedure, notify the other party in writing of its desire to submit the termination grievance to arbitration. If the parties are unable to agree upon an</p>	

		<p>arbitrator within a further fourteen (14) days, either party may request the Director of Mediation Services for Alberta to appoint an arbitrator. The parties may agree to use a single arbitrator in lieu of a three (3) person Arbitration Board.</p> <p>An arbitration shall be scheduled within sixty (60) days and an award shall be written within sixty (60) days of the hearings conclusion.</p>	
Mediated Settlements	LOU#10	Mediated Settlements Provided there are no negotiated changes to relevant language, the parties agree that any mediated settlements with Andrew Sims Q.C. regarding interpretation of the Collective Agreement prior to ratification will remain in effect for the duration of this Collective Agreement.	

Vacations and Leaves of Absence

Opportunities for employees to take appropriate time off away from work speaks directly to the extent to which employees’ lives outside the workplace are acknowledged and respected. With changing demographics, the Union suggests that the Employer has an opportunity to show leadership in the industry by taking a progressive approach to not only affording employees the ability to take time off but also recognizing the diverse personal and cultural needs of employees.

The Union proposes discussion and contract language around the following themes:

- Legislative improvements
- Union Leaves of Absence
- Bereavement Leave
- Cultural inclusivity

The Union’s proposal may impact the following existing contract language, and so we provide it here for reference only:

Theme	Article	Existing Contract Language	Comments/Questions
Vacations	18	<p>18.1 Vacations shall be scheduled from April 1st to September 30th unless otherwise mutually agreed by the Company and the employee. So far as is practical and consistent with the Company maintaining an efficient operation, vacations shall be granted during the period of time requested by the employees. The applications for vacation shall be granted on basis of, and in order of, respective employees’ seniority in selection of vacation dates. 29 The Company shall post a notice by January 31st advising employees seeking vacation time to submit requests to their Supervisor by February 28th. Vacation schedules will be confirmed by March 15th, after which changes will be by mutual agreement. If the request for vacation time is not made by February 28th, they will be granted at the Company’s discretion. The Company agrees to post the completed vacation schedule by March 31st .</p> <p>18.2 All part-time employees who have completed one (1) year of continuous employment with the Company will have the opportunity to schedule two (2) weeks vacation. Part-time employees, who have completed the following years of continuous employment with the Company, shall receive the following vacation time off: Three (3) years of service three (3) weeks of vacation Eight (8) years of service four (4) weeks of vacation Thirteen (13) years of service five (5) weeks of vacation Eighteen (18) years of service six (6) weeks of vacation Such time off will be without pay. Part-time vacation schedules will be completed and posted following the selection by fulltime employees. 18.3 Where employees are entitled to three (3) or more weeks of vacation the additional week(s) vacation may be scheduled</p>	

	<p>at the discretion of the Company. 18.4 Employees entitled to four (4) or more weeks of vacation shall receive their additional two (2) or more weeks consecutively unless the employee and the Company mutually agree 30 otherwise, with such additional weeks to be scheduled at the discretion of the Company. 18.5 All employees, who have completed one (1) year of full time service, shall receive two (2) weeks' vacation with pay. 18.6 All employees with three (3) or more year's continuous service with the Company as a full-time employee shall receive three (3) weeks vacation with pay, two (2) weeks of which shall be given during the vacation period, the third week to be scheduled by the Company. 18.7 All employees with eight (8) or more years' continuous service with the Company as a full-time employee shall receive four (4) weeks' vacation with pay. 18.8 All employees with thirteen (13) or more year's continuous service with the Company as a full-time employee shall receive five (5) weeks' vacation with pay. All employees with eighteen (18) or more years' continuous service with the Company as a full-time employee shall receive six (6) weeks' vacation with pay. 18.9 All employees with twenty-three (23) or more years' continuous service with the Company as a full-time employee shall receive seven (7) weeks' vacation with pay. 18.10 Full-time employees who are eligible for five (5) or more weeks' vacation will have the opportunity to schedule three (3) weeks' vacation during prime time. 18.11 Part-time employees with less than three (3) years of continuous employment with the Company shall receive 31 vacation pay in the amount of not less than four (4%) percent of their total earnings. 18.12 Part-time employees with three (3) years or more of continuous employment shall receive six (6%) percent of their total earnings as vacation pay. 18.13 Part-time employees with eight (8) or more years of continuous employment shall receive eight (8%) percent of their total earnings as vacation pay. 18.14 Part-time employees with thirteen (13) or more years of continuous employment shall receive ten (10%) percent of their total earnings as vacation pay. 18.15 Part-time employees with eighteen (18) or more years of continuous employment shall receive twelve (12%) percent of their total earnings as vacation pay. 18.16 Part-time employees with twenty-three (23) or more years of continuous employment shall receive fourteen (14%) percent of their total earnings as vacation pay. 18.17 Part-time employees with thirteen (13) or more years of continuous employment with the Company will have the opportunity to schedule three (3) weeks' time off during prime time. 18.18 A part-time employee proceeding to full-time employment will be</p>	
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	<p>credited with the number of hours accumulated during the employee's continuous service with the Company as a part-time employee and provided the employee's service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours of a regular full-time employee to establish the appropriate yearly credit for future vacation entitlements, as provided above. 18.19 The Company agrees to provide vacation pay on a "total compensation" or normal week's pay, whichever is greater. Total compensation shall mean "all monies received directly from the Company" (wages, overtime, bonuses, premiums, vacation pay, sick leave credit payments, and other items of similar nature). 18.20 The Company will provide part-time employees with their vacation pay for the previous year by the end of January. 18.21 Where a General Holiday occurs during an employee's vacation, an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received had he/she been working. Where an employee received three (3) or more weeks' vacation with pay and a General Holiday occurs during the employee's paid vacation, an extra day's pay may be given in lieu of an extra day's vacation with pay if, in the opinion of the Company, an extra day's vacation with pay interferes with vacation schedules or hampers operations. 18.22 All time lost (up to thirty-one (31) consecutive days) because of sickness, occupational or non-occupational accident, all time absent on paid full-time vacation, paid General Holidays and all time spent at bakery apprenticeship schools (assuming the employee returns to the Company following the completion of his/her course) shall be considered as time worked for the purpose of determining the vacation allowance to which a full-time employee is entitled. 33 18.23 All employees, whose absence due to occupational or non-occupational accident, sickness or unpaid leave of absence, extends beyond thirty-one (31) consecutive days and results in less than thirty-seven (37) hours' pay per week, shall have their vacation pay prorated in the subsequent vacation year (Article 18.19 shall not apply). In the case of a lengthy absence due to an occupational accident, vacation shall be calculated to ensure that the vacation accrual and Workers' Compensation Benefit combined shall not exceed fifty-two (52) weeks in one (1) year. 18.24 Where the services of an employee are retained by the purchaser of a business, his/her services (for vacation purposes only) shall be deemed to be uninterrupted by the sale or purchase of the business and shall be binding upon the purchaser, in accordance with prevailing Alberta Statutes. 18.25 Employees who have worked thirty (30) days</p>	
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		<p>but less than one (1) year and who terminate their employment will receive a vacation allowance to the amount equal to four (4%) percent of the total salary and wages earned for which no vacation allowance has been paid. 18.26 Employees entitled to two, three, four, five, six or seven weeks' vacation and who terminate their employment shall receive payment for vacation allowance in an amount equal to four (4%) percent, six (6%) percent, eight (8%) percent, ten (10%) percent, twelve (12%) percent, and fourteen (14%) 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. 34 18.27 Part-time employees shall accrue seniority hours while on vacation for up to and including the number of weeks' vacation to which they are entitled. Those seniority hours shall be calculated from the average hours worked, paid or credited as worked in the four (4) weeks prior to the vacation. In the event that there is less than four (4) weeks between the end of the one portion of an employee's vacation and the beginning of another portion, or an employee has been on a leave of absence as described in Article 23.6 of this Agreement, in the four (4) preceding weeks, the seniority hours credited to the employee shall also be included to determine the average hours as described above. None of the above seniority hours' credit shall be counted for service increment purposes. The above seniority credited and adjustment of Statutory Holiday will occur upon written request from the employee within four (4) weeks from return from vacation. 18.28 Provided the full-time employee advises the Company, in writing, at least four (4) weeks prior, the Company agrees to schedule one (1) of the employee's Saturday/Sunday or Sunday/Monday combinations to coincide with the employee's vacation, once per year.</p>	
Funeral/Bereavement Leave	20	<p>20.1 In the event of death in the immediate family of an employee, the employee will be granted a leave of absence with pay, with consideration given to travel time for the purpose of attending the funeral. The length of such absence shall be at the discretion of the Company. The term "immediate family" shall mean: spouse, parent, step-parent, child, step-child, brother, sister, step-sister, and step-brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandparent-in-law and grandchildren, or any relative living in the household of the employee. In the event of the demise of an aunt or uncle, nephew or niece, an employee will be granted one (1) days leave of absence with pay to attend the funeral. In the case of death of</p>	

		<p>spouse, father, mother, step-parent, step-child or child, the employee shall be entitled to, up to one (1) weeks leave of absence with pay. All requests for additional unpaid travel time or additional unpaid funeral/bereavement leave shall be fairly considered. 37 20.2 Part-time employees shall be granted time off in the event of the death within the immediate family. The term "immediate family" shall include those relatives as defined in the above Article 20.1. The length of such leave shall be determined by the Company, with consideration given with respect to travel time. The time off, with pay, shall be determined on a pro-rata basis of normal scheduled hours worked during the prior four (4) weeks for days of leave of absence which, normally would have been work days. 20.3 Common law and same sex spouses are to be recognized by the Company for the provisions of this article.</p>	
Maternity Leave	21	<p>21.1 Female employees shall be granted an unpaid leave of absence due to pregnancy. Pregnant employees must provide a written request for such leave at least two (2) weeks prior to the date she intends to commence her leave, unless medical circumstances prevent the employee from providing the required notice. A certificate from a qualified medical practitioner indicating the estimated or actual due date is required upon request of the leave. Maternity leave shall be of a duration of the employee's choice up to a maximum of fifteen (15) weeks, of which twelve (12) weeks may be taken prior to delivery. Additional medical documentation will be required from any employee who requests more than twelve (12) weeks leave prior to her due date. 21.2 If a pregnant employee cannot reasonably perform the duties 38 of her position, she may be required to commence maternity leave early. 21.3 The employee, when returning to work, shall give the Company, two (2) weeks notice of her date of return. 21.4 The employee shall be returned to her former position at the completion of her leave of absence. Should the position no longer exist, the Company and Union shall meet to attempt to resolve the issue. The employee shall be provided with alternative work of a comparative nature at not less than the earnings and other benefits that had accrued to the employee when the maternity leave started. In the event there is no alternative work of a comparative nature, the employee will be provided with alternative work in accordance with the established seniority system with no loss of seniority or other benefits accrued to the employee. 21.5 Employees eligible for Alberta Health Care coverage and other benefits shall continue receiving those benefits for the duration of the leave.</p>	

Parental Leave	22	<p>22.1 Birth fathers and mothers shall, at their request, be granted an unpaid parental leave of a duration of their choice up to a maximum of thirty-seven (37) consecutive weeks, to be taken within the fifty-two (52) week period after the child's birth. 22.2 Adoptive parents shall, at their request, be granted an unpaid parental leave of a duration of their choice up to a maximum of thirty-seven (37) consecutive weeks, to be taken within the 39 fifty-two (52) week period after the child is placed with the adoptive parent for the purpose of adoption. 22.3 An employee must give the Company at least two (2) weeks written notice of the date the employee will start parental leave unless: (a) The medical condition of the birth mother or child makes it impossible to comply with this requirement; (b) The date of the child's placement with the adoptive parent was not foreseeable. The Company reserves the right to request appropriate documentation certifying the adoption or birth. 22.4 The employee, when returning to work, shall give the Company two (2) weeks notice of her date of return. 22.5 The employee shall be returned to their former position at the completion of her leave of absence. Should the position no longer exist, the Company and the Union shall meet to attempt to resolve the issue. The employee shall be provided with alternative work of a comparative nature at not less than the earnings and other benefits that had accrued to the employee when the parental leave started. In the event there is no alternative work of a comparative nature, the employee will be provided with alternative work in accordance with the established seniority system with no loss of seniority or other benefits accrued to the employee. 22.6 A male employee shall be entitled to an additional two (2) days unpaid leave of absence at the time of the birth of his child. 40 22.7 Employees eligible for Alberta Health Care coverage and other benefits shall continue receiving those benefits for the duration of the leave.</p>	
Leave of Absence	23	<p>Leave of Absence</p> <p>23.1 The Company agrees to grant necessary time off, without pay, and without discrimination, to not more than four (4) employees from each Superstore, provided the employees are not from the same department, designated by the Union, for a maximum of one (1) year, to attend a labour convention or to serve in an official capacity for the Union; provided that as much notice as is possible shall be given, and, in any event, not less than fifteen (15) days, and provided a suitable replacement can be made available by the Company for the job involved.</p>	

	<p>23.2 The Company agrees to pay employees for Union leave requested in writing by the Union, and bill the Union the wage and benefit cost. Employees on Union leave of absence shall be credited seniority hours based on what they would have received had they been at work. The Company will provide the employee with a copy of the seniority calculation.</p> <p>23.3 Employees shall be considered for leaves of absence without pay, at any time of the year, for severe personal or familial distress or other compassionate reasons. Length of leave of absence shall be governed by need, and left to the discretion of the Company. Requests will not be unreasonably denied.</p> <p>Other applications for unpaid time off for extraordinary life events shall be considered once per the life of the Collective Agreement. Granting of leave shall be subject to operational requirements. Length of leave for extraordinary life events shall not exceed four (4) weeks outside the vacation period or two (2) weeks within the vacation period.</p> <p>23.4 Notwithstanding Article 23.3, any non-probationary employee may request a leave of absence, without pay, for a period of up to four (4) weeks, provided it is not during the prime vacation period of April 1st to September 30th, or Christmas week and Easter week.</p> <p>23.5 All requests for leaves of absence must be made in writing to the Industrial Relations Department, and should provide full details as to the reason for the requested leave.</p> <p>Requests will be considered given the operational requirements of the business. Final approval of leaves of absence shall rest with the Industrial Relations Manager. Requests will not be unreasonably denied.</p> <p>23.6 Part-time employees granted leave of absence for funeral/bereavement, parental, maternity or adoption, will be allocated a seniority credit based on the number of hours they averaged in the four (4) preceding weeks worked prior to the absence.</p> <p>Part-time employees will be credited seniority hours as outlined above, for absence due to illness for a period not less than four (4) days, but not more than one (1) year.</p>	
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		<p>Part-time employees will be credited seniority hours as outlined above, for all time absent from work while on claims covered by the Workers' Compensation Board.</p> <p>Application for seniority credit will be made in writing by the employee within four (4) weeks of their return to work. None of the above seniority hours credit shall be counted for service increment purposes.</p> <p>23.7 Family Responsibility Leave An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibility related to: (a) The care, health or education of a child in the employee's care or, (b) The care or health of any member of the employee's immediate family.</p> <p>23.8 Military Leave An employee who is a member of the Canadian Armed Forces and is called to active duty will be granted the necessary leave of absence.</p>	
Vacation Calculation – Part-Time to Full-Time	LOU#5	As per Article 18.18, when a part-time employee proceeds to full-time, they shall have their vacation date adjusted according to the following procedure: All part-time hours from the employee's date of hire to their full-time date, divided by thirty-seven (37) hours per week, shall establish the number of weeks to be considered for full-time vacation entitlement. The adjusted vacation date shall then be established by rounding the number of weeks, as calculated above, to the nearest year of credit. For example: 0-25 weeks credit in a given year will be rounded down to the 103 nearest year; 26-52 weeks credit in a given year will be rounded up to the nearest year.	
Long Distance Travel	LOU#2 6	<p>Long Distance Travel</p> <p>The Company shall be sensitive to the needs of employees requesting a leave of absence in order to travel outside of Canada and the United States.</p> <p>Employees must provide specific departure and return to work dates. The length of leave of absence shall be governed by need and left to the discretion of the Company.</p> <p>The Company shall reply, in writing, to employee requests within fourteen (14) days. Requests will not be unreasonably denied. The Company will send out a copy of their reply to the Union office at the same time.</p>	

		Failure to return to work on said return to work date may result in disciplinary action up to and including termination of employment unless acceptable documentation is provided indicating the delay was out of the employee's control.	
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Health and Safety

Alberta’s Occupational Health and Safety laws are predicated on the notion that employers and workers (through their unions) should work together to prevent work-related injuries, illnesses, and fatalities, but the ultimate responsibility for ensuring the health and safety of the worksite rests with the employer.

The COVID-19 global pandemic has exposed and underscored the need to involve employees in their own health and safety and for employers to operate with a heightened sensitivity and willingness to hear to employee voices and needs. We need to reinvent workplace health and safety to consider employees as people with complex lives that exist both inside and outside the workplace.

To that end, the Union proposes discussion and contract language along the following themes:

- Legislative improvements
- Store Odours
- Crisis Management
- Biohazard Training
- Receipt Handling Risk
- Store Cleanliness and Mice
- Counting Tills
- Health and Safety Committees
- Adaptive Equipment
- Accommodation Commitment and Support
- Addiction, Accommodation and Recovery
- Faulty Equipment
- Scheduling of Maintenance Repairs
- Harassment
- Food Safety

The Union’s proposal may impact the following existing contract language, and so we provide it here for reference only:

Theme	Article	Existing Contract Language	Comments/Questions
Health and Safety	28.2 – 28.6	<p>28.2</p> <p>(a) The Company agrees to ensure as far as is reasonably practical to do so, the health and safety of the employees in all of the stores.</p> <p>(b) A Health and Safety Committee shall be established for each store and both the Company and the Union shall appoint a two (2) committee members for each store. The meeting will be held monthly at a store or otherwise mutually agreed location. Committee members will be paid for actual time spent at scheduled meetings.</p>	

		<p>The Union or any employee may bring to the attention of the Company any health and safety concerns and such issues will be addressed by the Committee. The Company will act expeditiously in responding to any health and safety concerns raised.</p> <p>(c) The Company agrees to comply with the Occupational Health and Safety Act.</p> <p>(d) The Company agrees to maintain adequate heating, cooling and ventilation facilities in each store.</p> <p>(e) The existence of the Committee shall not affect employee's rights under Article 31.</p> <p>(f) The Company will make First Aid and CPR training available to Assistant Supervisors, and to Liquor Store Coordinators and Health and Safety Committee members. Other bargaining unit employees may apply to the Health and Safety Committee to attend voluntary training. The Company will pay the cost of the certified First Aid and/or CPR trainer.</p> <p>(g) The Company commits to have appropriate lighting at the employee entrance door and employee parking area. This is intended to provide light to these areas when the store is closed.</p> <p>Safety posters advising employees they may request an escort to their vehicle after their shift will continue to be posted in high traffic areas in all stores, as part of the program to prevent violence in the workplace. Posters advising employees to park their vehicles near the entrance to the store if their shift commences prior to daylight will be posted in high traffic areas in all stores.</p> <p>(h) The Company agrees to maintain equipment that employees are required to use in a safe condition. Equipment that is not in proper working condition should be reported to the Department Supervisor.</p> <p>(i) At the request of either party, a Provincial Executive Joint Health and Safety Committee will be established to meet two (2X) times per year or more often if mutually agreed to discuss health and safety</p>	
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		<p>issues. The committee shall be comprised of four (4) to six (6) representatives from the Union. Company representatives will not exceed the number of Union representatives.</p> <p>28.3 The Company agrees, during the term of this Agreement, to furnish and maintain first-aid equipment in its stores, as required by the Workers' Compensation Act.</p> <p>28.4 The Company and the Union endorse the principles contained in the Alberta Human Rights Act.</p> <p>28.5 Employees who are not able to enter or exit the store prior to the commencement of, or after the completion of their shift, who wait in excess of ten (10) minutes, shall be paid for all waiting time (minimum 15 minutes) at their regular hourly rate, subject to the following:</p> <ul style="list-style-type: none"> (a) The employee has used their current door access card and the entrance buzzer and; (b) Has notified their Supervisor (as soon as possible) if their card is inactive and; (c) Has reported for work within the appropriate time period and; (d) Has notified their Supervisor or keyholder when they are ready to leave the store. <p>28.6 The Company agrees there shall be zero tolerance for customer rudeness, impropriety and abuse. No employee shall be required to continue to serve a customer who has engaged in any of these behaviours.</p> <p>Management shall take proactive steps to discourage improper customer behaviour through the development and implementation of an appropriate and comprehensive program within one hundred twenty (120) days. The program shall be reviewed with the Union President.</p>	
Anti-Fatigue Mats	LOU#9	<p>Anti-Fatigue Mats</p> <p>The parties recognize the need for effective anti-fatigue mats to be placed at the check-stands, customer service and in appropriate production areas.</p> <p>Within twelve (12) weeks following ratification, the Union and the Company will complete a comparative study of one (1) or two (2) mats recommended by the Union and one (1) or two (2) mats recommended by the Company.</p>	

		<p>If the Union and the Company cannot agree on the most suitable mat to use at the end of the twelve (12) week period, the matter shall be referred to an Arbitrator who shall render a decision within four (4) weeks of the conclusion of the hearing. The Arbitrator's consideration shall be limited to issues of effectiveness in reducing fatigue, durability, cost and employee preference.</p> <p>In the event the selected mat is no longer available or the cost increases substantially, the Company reserves the right to source alternative suppliers of a similarly effective mat.</p>	
Hand Sanitizers at Tills	LOU#1 8	The Company will make a hand sanitizer readily available for all employees.	