

CENTRAL ALBERTA CO-OP LTD. AGREEMENT

BETWEEN:

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

OF THE FIRST PART

AND:

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

OF THE SECOND PART

Renewal: ***August 8th, 2026***

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MEMORANDUM OF AGREEMENT MADE THIS ____ DAY OF _____, **2021**.

BETWEEN:

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

OF THE FIRST PART

AND:

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

OF THE SECOND PART

Article 1 – Purpose

The purpose of this Agreement shall be:

- (a) To establish wage rates, hours of work, and other working conditions as outlined in this Contract.
- (b) To provide a method of settlement of disputes and grievances of employees covered by this Agreement.
- (c) To promote efficient operations and harmonious relations.

Article 2 – Clarification of Terms

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

Article 3 – Recognition

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

Article 4 – Scope

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

- ***CEO***
- ***Food Store Manager***
- Office & Confidential Staff
- Assistant Manager
- Department Manager
- Meat Staff
- Liquor Store Staff
- ***Pharmacy Manager***
- Pharmacists
- Two (2) Management Trainees
- Convenience Store and Gas Bar Staff

Article 5 – Management Rights

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

Article 6 – Union Security

- (a) The Co-operative agrees to maintain in its employ within the bargaining unit, as outlined in Article 4 of this Agreement, only members of the Union in good standing. The Co-operative shall be free to hire new employees who are not members of the Union, provided said non-members, whether part-time or full-time employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.

(b) Form Letter

The Co-operative agrees to provide each new employee at the time of employment with a form letter outlining to the employee **their** responsibilities in regard to Union membership outlining the provisions of Article 20 of this Agreement, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter along with the employee's date of hire. The Union shall bear the expense of printing the letter, the contents of the letter to be such that it is acceptable to the Co-operative. The Co-operative further agrees to provide the Union once a month with a list containing the names of all employees who have terminated their employment during the previous month.

(c) New Employee Orientation

Each new employee will have the opportunity to have a meeting with a Shop Steward (or Business Agent) in order to familiarize them with the Collective Bargaining Agreement and procedures contained in it. The introductory meeting shall be considered as time worked and will not exceed fifteen (15) minutes.

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

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

Article 7 – Co-op Security

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

Article 8 – Dues Checkoff

The Co-operative agrees to deduct from the wages of each employee upon proper authorization from the employee affected such initiation fees, and Union dues as are authorized by the Union. The Co-operative further agrees to automatically deduct Union dues from the wages of all new employees. The employee shall, within thirty (30) days after commencement of employment provide the Co-operative with a signed authorization for such deductions.

Monies deducted during any month shall be forwarded by the Co-operative to the Secretary-Treasurer of the Union no later than the fifteenth (15th) of the following month, accompanied by a written statement of the names of the employees for whom the deductions were made and the amount of each deduction. Dues checkoffs are to be submitted on a monthly or four (4) week basis.

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

Article 9 – Job Classifications

(a) Rates of pay for any new classifications that may be established by the Co-operative within the scope of this Agreement shall be subject to negotiations. The Co-operative

shall have the right to establish a rate to be paid until the regular position rate is agreed upon.

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

- (b) All employees shall co-operate when requested by the Co-operative to work temporarily in a job classification other than their own and shall not suffer a reduction in pay.

Article 10 – Grievance Procedure

Step 1

- (a) It is the mutual desire of the parties hereto that complaints of employees, the Union, and the Co-operative shall be resolved as quickly as possible. It is understood that the employee has no grievance until **they have** given **their** Supervisor **or the Director of Human Resources or their designate** the opportunity to resolve the complaint. Discussion of the complaint by the employee, Shop Steward, or the Union Representative shall be considered as “Step 1” and shall be initiated within twenty-one (21) days of the event giving rise to the complaint or be forfeited and waived by the aggrieved party. Should the complaint of the employee not be resolved satisfactorily, it shall be reduced to writing and subject to the grievance procedure as outlined herein.

Step 2

- (b) The written complaint shall be submitted to the **Director of Human Resources** or their designate within twenty-one (21)

days of the discussion in Step 1 if unresolved or be forfeited.

If within twenty-one (21) days of submission to the **Director of Human Resources** or their designate, the grievance has not been resolved to the satisfaction of both parties, then at the request of either party of this Agreement, the grievance may be referred to arbitration.

After completion of any of the above steps, if the Union does not proceed to the next step in thirty (30) days, the grievance shall lapse.

Article 11 – Arbitration

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

No person shall serve as a single Arbitrator who is involved or directly interested in the controversy under consideration.

Grievances submitted to a single Arbitrator shall be in writing and shall clearly specify the nature of the issues. In reaching **their** decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify, or alter this Agreement in any of its parts, but may, however, interpret its provisions. The expense of the Arbitrator shall be borne equally by the Co-operative and the Union, unless otherwise provided by law.

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

Article 12 – Discipline and Discharge

- (a) The Co-operative agrees that in the event of desiring to dismiss an employee who has been in the employ of the Co-operative for over **ninety (90) days**, the provisions of the Employment Standards Code shall apply.
- (b) The Co-operative shall not be deemed obligated to give any notice whatsoever or to give any pay in lieu thereof to any employee guilty of rank insubordination, dishonesty, disloyalty, intoxication, or use of alcohol or illicit drugs during working hours and when termination is for just and proper cause.
- (c) No discipline older than twenty-four (24) months shall be used in disciplinary proceedings, unless there have been other disciplinary steps taken for a repeat offence in the twenty-four (24) months following.

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

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

Article 13 – Statutory Holidays

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

New Year's Day

Family Day

Good Friday

Victoria Day

Canada Day

Civic Holiday (first Monday in August)

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

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

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

All part-time employees that work on a Statutory Holiday will be paid at the rate of time and one half (1 1/2 X) for all hours worked.

- (c) After thirty (30) calendar days from date of employment, employees other than those working full-time shall be paid for the number of hours they would normally have worked on such a day if it were not a holiday, provided they worked their scheduled working day prior to and following the holiday. The method of determining the normal hours worked shall be completed by averaging the hours worked on such days for the nine (9) weeks immediately preceding the holiday.
- (d) All part-time employees who have been employed three (3) months or more and have worked an average of at least thirty-two (32) hours or more per week in the nine (9) weeks preceding the week in which a Statutory Holiday occurs, shall receive eight (8) hours pay at ***their*** regular hourly rate for each holiday. Time worked in excess of thirty-two (32) hours of actual work during a week in which a Statutory Holiday or holidays occur, shall be paid at the rate of time and a half (1 1/2 X).

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

(e) Statutory Holiday Premium Pay and Scheduling

- (i) Consistent with the scheduling practices of the Co-operative, the following shall serve as a guide to the interpretation and application, of the provisions of the Collective Agreement.

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

Article 14 – Annual Vacations

- (a) All full-time employees after one (1) year of continuous service shall receive two (2) weeks vacation with pay.
- (b) All full-time employees after three (3) years of continuous service shall receive three (3) weeks vacation with pay.
- (c) All full-time employees after eight (8) years of continuous service shall receive four (4) weeks vacation with pay.
- (d) All full-time employees after eighteen (18) years of continuous service shall receive five (5) weeks vacation with pay.
- (e) All full-time employees after twenty-five (25) years of continuous service shall receive six (6) weeks vacation with pay.
- (f) The first two (2) weeks of vacations shall be scheduled from April 1st to September 30th inclusive unless otherwise mutually agreed by the Co-operative and the employee. It is further agreed that the third (3rd), fourth (4th), fifth (5th), and/or sixth (6th) week of vacation for employees entitled to same may be scheduled at the discretion of the Co-operative upon three (3) weeks notice.

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

seniority. Any remaining entitlement not scheduled by April 1st will be allocated on a first-come, first-served basis.

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

- (g) For the purpose of vacation entitlement, a full-time employee means an employee, who has completed one (1) calendar year of continuous service with the Co-operative, comprising of not less than two hundred twenty-five (225) days of actual work.
- (h) The annual vacation cut off for all employees shall be April 30th. Employees are required to take the annual vacation to which they are entitled and no carryover of vacation benefits will be allowed from one year to the next, except with the prior approval of the Co-operative's Management.
- (i) Employees who have worked thirty (30) days but less than one (1) year who terminate their employment or go on leave for a period longer than one (1) month, will receive a vacation allowance to an amount equal to four (4%) percent of the total salary and wages earned for which no vacation allowance has been paid. Employees entitled to two (2), three (3), four (4), five (5), or six (6) weeks vacation and who terminate their employment shall receive payment for vacation allowance in the amount equal to four (4%) percent, six (6%) percent, eight (8%) percent, ten (10%) percent, or twelve (12%) percent respectively of the total wage and salary earned by the employee during the period of employment for which no vacation allowance has been paid. Those who go on leave for a period longer than one (1) month will have the option to receive their vacation allowance immediately or upon their return to work from such leave.

- (j) When a Statutory Holiday occurs during an employee's vacation, an extra day's vacation with pay shall be granted if the holiday is one the employee would have received if **they** had been working.
- (k) Part-time employees who have worked less than three (3) years shall be paid vacation pay at the rate of four (4%) percent of total gross earnings. Part-time employees who have worked three (3) or more years but less than eight (8) years shall be paid vacation pay at the rate of six (6%) percent of total gross earnings. Part-time employees who have worked eight (8) years or more shall be paid vacation pay at the rate of eight (8%) percent of total gross earnings. Part-time employees who have worked eighteen (18) years or more shall be paid vacation pay at the rate of ten (10%) percent of total gross earnings. Part-time employees who have worked more than twenty-five (25) years shall be paid vacation pay at the rate of twelve (12%) percent of total gross earnings.

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

- (l) The Co-operative shall notify the employees of their vacation entitlement in April of each year when the vacation schedules are being prepared.

Article 15 – Meal Periods – Rest Breaks

- (a) An employee working a shift of four (4) hours shall be given one (1) rest break not to exceed fifteen (15) minutes.

- (b) An employee working a shift of more than five (5) hours but less than seven (7) hours will have one (1) rest break not to exceed fifteen (15) minutes and one (1) meal period without pay.
- (c) An employee working a shift of seven (7) hours or more will have two (2) rest breaks not to exceed fifteen (15) minutes each and one (1) meal period without pay.
- (d) Meal periods shall not be shorter than one half (1/2) hour, nor longer than one (1) hour. Meal periods shall not commence earlier than three (3) hours nor more than five (5) hours after the start of the employee's shift without mutual agreement.
- (e) Employees shall not be required to take their rest break sooner than one (1) hour after start of shift or return from a meal period not later than one (1) hour before a meal period or end of shift. The Co-operative will endeavour to schedule rest breaks as near mid shift as possible.
- (f) Any employee abusing the above privileges shall be subject to discipline as determined by the Co-operative.
- (g) Rest breaks shall be with pay. Meal periods shall be without pay. Where time clocks are provided, employees are required to punch out for meal periods. Employees shall not punch out for rest breaks.

Breaks and meal times should be uninterrupted. Employees who do not receive a fifteen (15) minute rest period due to the requirements of the business, shall receive an additional fifteen (15) minutes pay at their regular hourly rate.

- (h) Any employee requested to work overtime immediately after an eight (8) hour shift shall be entitled to another rest break to commence at the beginning of the overtime, if the overtime will be for a period of more than two (2) hours.

Article 16 – Basic Work Week

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

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

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

- (b) All time worked in excess of the basic work week or the regular daily hours of work scheduled must be authorized by the Co-operative's Management. All time worked in excess of eight (8) hours per day shall be deemed overtime, and shall be paid at the rate of time and one half (**1.5**) the regular hourly rate. No employee will be required to work more than three (3) hours of overtime in any given day. Any work in excess of three (3) hours of overtime on a given day must be by mutual agreement.

When there is overtime to be worked, it will be offered in seniority order to the employees within the department, **job classification and** shift, **performing similar or related**

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

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

- (c) The Co-operative shall post the weekly work schedule for all employees not later than Sunday 12:00 p.m. (noon) to cover a two (2) week period. If a new schedule is not posted by Sunday 12:00 p.m. (noon), then the schedule already posted shall apply for the following week.

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

In all other cases, at least forty-eight (48) hours notice of any change must be given.

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

(d) Sunday Work

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

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

(iii) Employees will receive a premium of seventy-five (\$0.75) cents per hour for all hours worked on Sunday. Such premium shall not be added to the employee's hourly rate of pay for the purpose of computing overtime pay.

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

(e) Daily hours of work shall be consecutive with the exception of rest periods and meal periods.

No split shifts shall be worked.

There will be an interval of not less than ten (10) hours off between scheduled work shifts. Any employee required to work with less than ten (10) hours off between scheduled shifts will be paid at the rate of time and one half (1 1/2 X) their hourly rate for all time worked prior to the expiry of the ten (10) hour interval unless otherwise mutually agreed.

(f) The Co-operative shall schedule all employees two (2) consecutive days off once every four (4) weeks, and where

practical, the schedule will provide for a fair rotation.

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

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

No employees shall be required to work more than six (6) days in succession in any period of time without being allowed to take a day off if **the employee** desires.

(g) Working off the Clock

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

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

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

(h) Staff Meetings

The Co-operative may schedule staff meetings where attendance is mandatory. In such a case, the provisions of Section (e) will not apply, although the Co-operative will

endeavour to schedule as many staff as possible so that their work shift will include the meeting time. All other staff that attends the meeting will receive a flat sum of twenty-five (\$25.00) dollars. Meetings will be limited to ninety (90) minutes of duration.

Article 17 – Scheduling

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

- (a) Does not apply to employees hired on a specific understanding about hours available, or for a specific limited role.
- (b) Availability - the employee must be available on an on-going basis.
- (c) Willingness to share in hours or days which may be considered less desirable - i.e., Saturday, Sunday, evenings, etc.
- (d) Knowledge of and ability to perform the work to be done, as determined by the Co-operative.
- (e) Junior employees may be scheduled for extra hours during initial employment to facilitate training.
- (f) The Co-operative agrees that senior employees ***within the same department and job classification and capable of performing the work*** will be called in or have their shift extended prior to employees junior to them. This will not

may be grounds for ***discipline, up to and including discharge.***

(j) Smocks (Bakery Only)

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

(k) Pharmacy Assistants

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

Article 24 – Leaves

(a) Sick Leave

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

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

(b) Leave of Absence

Any employee requesting a leave of absence must apply to the ***Food Store Manager or Department Manager***, in writing, stating the reasons. The ***Food Store Manager or Department Manager***, upon making ***their*** decision, will

advise the employee in writing. **All employee requests that are denied, the Co-operative will provide written reasons for the denial, within one (1) week of the request.**

(c) Maternity Leave

Employees may request maternity leave for a period up to a maximum of **sixteen (16) consecutive** weeks. Such request will be granted, provided the employee submits to **the** Co-operative a request, in writing, for such leave at least four (4) weeks, where possible, prior to the date **the employee** intends to commence such leave, and, if requested by the Co-operative, a certificate from a qualified medical practitioner certifying that **the employee** is pregnant and indicating the estimated date of delivery, or, alternatively indicating the actual date of delivery. Such leave may, at **the employee's** discretion, commence at any time during the twelve (12) weeks immediately before the estimated date of delivery. Such leave must commence, at the latest, on the date of delivery.

Employees will continue to accrue seniority while on maternity leave.

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

Maternity leave shall be without pay.

The employee, when returning to work at the end of **their** leave (maternity or parental leave) shall give the Co-operative four (4) week's notice of date of return. An employee wishing to return to work prior to six (6) weeks immediately following the date of delivery, shall provide the

Co-operative a medical certificate indicating that resumption of work will not endanger **the employee's** health.

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

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

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

(d) Parental/Adoption Leave

An employee may request a parental or adoption leave of absence without pay for the care and custody of a newborn child or an adoptive child. Such leave will be to a maximum of **sixty-two (62)** weeks.

Such leave shall be granted provided the employee requests the leave in writing at least four (4) weeks before the date specified in the application as the date the employee intends to commence the leave, unless (a) the medical condition of the birth mother or child makes it impossible to comply with this requirement or (b) the date of the child's placement with the adoptive parent was not foreseeable. If the employee cannot comply with the written notice requirement for these reasons, the employee must give the Co-operative written notice at the earliest possible time of the date the employee will start or has started parental leave.

The leave can start at any time after the birth or adoption of a child, but must be completed within seventy-eight (78) weeks of the date the baby is born or placed with the parents.

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

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

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

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

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

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

(e) Family Leave

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

- (i) The care, health, or education of a child in the employee's care or,

Signed this _____ day of _____, **2021**.

For the Co-operative:

For the Union:

Co-operative Committee:

Bargaining Committee:

Gwen Ganske
Liz Jackson
Cory Marshall
Alex Watt
John Rudrum
Rob Robinson

Rick Kranenborg
Shelley-Anne Goulet
Abdi Guled
Tony Evangelista

This Agreement was ratified on ***August 8th, 2021***.