

COLLECTIVE AGREEMENT

BETWEEN:

SOUTH COUNTRY CO-OP LIMITED
(Taber Co-op – Gas Bar)
herein referred to as “the Co-operative”

- and -

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

Renewal: February 16th, **2023**

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IN THE MATTER OF A COLLECTIVE AGREEMENT

Between:

SOUTH COUNTRY CO-OP LIMITED,
a body corporate carrying on business in the Province
of Alberta, hereinafter referred to as “the Co-operative”

And:

UNITED FOOD AND COMMERCIAL WORKERS CANADA
UNION, LOCAL No. 401, hereinafter referred to as “the
Union”

Article 1 – Purpose

- 1.01 The Co-operative and the Union have entered into this Agreement to record clearly the terms and conditions of employment at the Co-op Gas Bar at 4926 46th Avenue, Taber, Alberta to promote the mutual interests of the Co-operative and its employees; to provide an amicable means of settling grievances and differences which may arise from time to time; and to establish the framework for working together as a team to achieve the most efficient operation of the Gas Bar and promote customer service.
- 1.02 Interpretation: In this Agreement the use of the word “he”, “him”, or “his” shall be understood to also include the feminine gender.

Article 2 – Nature of the Bargaining Unit

- 2.01 The Co-operative recognizes the Union as the sole and exclusive bargaining agent for all employees of the Gas Bar, in the Province of Alberta, except for the Gas Bar Manager and persons above this rank.

Article 3 – Union Shop

- 3.01 The Co-operative agrees to retain in its employ within the bargaining unit, as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Co-operative shall be free to hire or rehire new employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall be eligible for membership in the Union and shall make application on the official membership application form within ten (10) calendar days from date of hire or rehire and become members within thirty (30) calendar days.

3.02 Form Letter

The Co-operative agrees to provide each new employee at the time of employment with a form letter, outlining to the employee his/her responsibilities in regard to Union membership, and to provide the Union, in writing, with the name and address of each employee to whom the letter was presented along with the employee's date of hire. The Union shall bear the expense of printing the letter, the contents of which 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.

Article 4 – Deduction of Union Dues

4.01 The Co-operative agrees to deduct from the wages of the employee such Union dues and initiation fee as are authorized by regular and proper vote of the membership of the Union. The Co-operative further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first paycheque(s). Monies deducted during any month shall be forwarded by the Co-operative to the Secretary-Treasurer of the Union within thirty (30) calendar days following the end of the Co-operative's four (4) or five (5) weeks' accounting period and accompanied by a four (4) weeks or monthly IBM cartridge of the name, social insurance number, and store number of the employees for whom deductions were made and the amount of each deduction. Upon mutual agreement, the Co-operative may submit the dues electronically in a manner acceptable to both parties.

Article 5 – Recognition of Management's Rights

5.01 The Union acknowledges that the Management of the Co-operative including the right to plan, direct, and control operations of the Gas Bar and the products to be handled; the direction of the working force including to assign duties, promote, demote employees; to maintain order and efficiency; to require employees to observe the Co-operative rules and regulations; to discipline employees including to suspend or discharge for proper cause, and those matters requiring judgment as to competency of employees, is the sole right and function of the Co-operative.

The parties agree that the foregoing enumeration of Management rights shall not be deemed to exclude all other recognized functions of Management not specifically covered in this Agreement.

The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.

It is understood that the discharge of employees for any reason whatsoever (including terminations for alleged incompetence), are subject to and may be processed under Grievance and Arbitration articles of this Agreement.

Article 6 – Union Representatives Visits

6.01 Duly authorized full-time Representatives of the Union shall be entitled to visit the Gas Bar for the purpose of observing working conditions, interviewing members and to ensure that the terms of the Agreement are being implemented.

The Co-operative recognizes the right of the Union to appoint one (1) Shop Steward for the Gas Bar location.

6.02 When an employee's work performance 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 Union Steward shall be present. In the absence of a Local 401 Gas Bar Union Steward, the Co-operative shall use an available Local 401 Retail or Meat Union Steward of the employee's choice.

Article 7 – Probationary Period

7.01 New employees shall be on probation for ninety (90) calendar days worked. The Co-operative, at their sole discretion, may discharge any probationary employee during the employee's probationary period and the Union shall have no recourse to the Grievance and Arbitration articles of the Collective Agreement.

Article 8 – Hours of Work

8.01 The normal basic work week for full-time employees shall be forty (40) hours per week. Work days of four (4) hours to ten (10) hours may be scheduled by Management to a maximum of forty (40) hours in a week paid at regular rates of pay.

Part-time employees shall not be normally scheduled in excess of thirty-six (36) hours per week or five (5) days per week as required by Management in accordance with Article 12. Work days of four (4) hours to ten (10) hours paid at regular rates of pay may be scheduled by Management.

All hours worked will be consecutive with the exception of meal periods.

8.02 The Co-operative shall post a weekly schedule no later than twelve (12:00 p.m.) noon Saturday of each week for the following two (2) week period.

Employees shall co-operate in covering required hours of business, including rotating shifts, due to the limited number of persons in a work team at the Gas Bar. The Co-operative has the right to call in other part-time employees not previously scheduled to work, if required by the business.

8.03 Employees shall record their own time at work including the time they start and finish work and the time they commence and return from meal periods on either time sheets, by means of a time clock or other time reporting system as designated by the Co-operative. Any employee found to not accurately record their time worked will be subject to discipline.

Completed time and attendance reports for the previous four (4) weeks will be made available for inspection by the Union for purpose of checking the proper recording and payment of time worked on a weekly basis. In the event of investigations into trends and patterns of hours worked, the four (4) week limit will not apply.

An employee who is working on Saturday will have the opportunity to complete his/her time card at the end of the shift.

Only the Store Manager or the Gas Bar Manager or their designate shall approve time cards.

8.04 The schedule of employees may be changed without notice in the event of an unscheduled absence of employees or in the event of emergency such as fire, flood, breakdown of machinery, or other instances beyond the control of the Co-operative.

In all other cases at least two (2) days notice of change must be given or four (4) hours additional pay in lieu of notice.

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

8.05 Should an employee be required to work in excess of his/her scheduled hours due to an unscheduled absence of employees, unexpected business requirements, or an emergency, or as may be required on occasion by Management, such employee shall not work in excess of forty (40) hours in a week at the employee's regular rate of pay.

Notwithstanding Article 8.01, Management may designate a part-time employee at its discretion to work in excess of thirty-six (36) hours in a week for the efficient operation of the business but in no circumstance shall an employee work in excess of forty (40) hours in a week at the employee's regular rate of pay.

8.06 Call-In Time

Employees called in and who report to work, if required to work less than three (3) hours, shall receive four (4) hours pay at their regular rate. It is understood that call-ins will be offered by seniority provided the employee has the necessary skill and ability to perform the required work.

Scheduled Time

Employees scheduled and who report to work, if required to work less than four (4) hours, shall receive four (4) hours pay at their regular rate.

Required employee meetings shall be exempt from the above and in any event the employee shall not be reimbursed for more than one (1) hour at his/her regular hourly rate of pay.

8.07 Rest Periods

- (i) An employee working a shift of four (4) hours will have one (1) paid rest period not to exceed fifteen (15) minutes.
- (ii) An employee working 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 each.
- (iii) A daily shift of more 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:
 - (1) Combine the two (2) rest periods at mid-shift;
 - (2) Two (2) rest periods as per usual practice with a half (1/2) hour for lunch break unpaid.
- (iv) A daily shift of more than nine (9) hours will have one (1) additional paid rest period of ten (10) minutes duration.
- (v) Meal and rest periods will be uninterrupted.

8.08 Where the Co-operative is scheduling their meal and rest periods, and the employee is not able to receive their breaks within the above defined time(s) due to business demands, the employee shall be compensated at the applicable straight time or overtime rate.

8.09 Sunday shall be considered the first day of the week for payroll purposes.

Article 9 – Overtime

- 9.01 Overtime shall be paid at **time** and one half (1 ½ X) the employee's regular hourly rate of pay.
- 9.02 All time worked in excess of eight (8) hours on one (1) shift or, in the event as may be required and authorized by Management, in excess of forty (40) hours in one (1) week, the employee shall be paid at time and one half (1 ½ X) their regular hourly rate for such time worked.
- 9.03 Overtime shall be offered to the most senior employee on the shift providing the employee has the ability and skill to perform the required overtime work. If the senior employees do not wish to accept overtime, Management shall have the right to assign such work by reverse seniority to employees who have the necessary ability and skill and who are at work at the time. It is understood by the Union and employees that overtime call-ins or scheduled overtime will be offered by seniority to all employees in accordance with their availability. If the senior employees do not wish to accept the overtime, Management shall have the right to assign such work by reverse seniority to employees who have the necessary ability and skill.

Article 10 – General Holidays

- 10.01 The observance of General Holidays and compensation for employees for General Holidays shall be based on the average hours worked in the previous four (4) weeks, providing the employee has worked at least fifteen (15) days in the last thirty (30) calendar days. The General Holidays observed shall be:

New Year's Day	Family Day
Good Friday	Canada Day
Victoria Day	Labour Day
Thanksgiving Day	Christmas Day
Remembrance Day	Boxing Day
Heritage Day (1 st Monday in August)	

Employees required to work on a General Holiday listed above shall be compensated at the rate of time and one half (1 1/2 X) their hourly rate for each hour worked.

Due to the nature of the business and the proper staffing of the facility, a part-time employee may work up to forty (40) hours, at regular rate during the week preceding a General Holiday and during the week of the General Holiday, as may be required by Management.

- 10.02 ***For eligible employees, General Holiday pay will be calculated as five (5%) percent of wages earned in the four (4) weeks immediately preceding the holiday.***
- 10.03 It is understood that all employees may be scheduled on General Holidays on a rotating basis and the employees agree to co-operate. No employee will unreasonably restrict their accessibility on General Holidays.

Article 11 – Vacations

- 11.01 All full-time employees shall receive vacation with pay as follows:
- (a) After one (1) years' continuous service, shall receive two (2) weeks' vacation with pay (4% of gross earnings).

- (b) After two (2) years' continuous service, shall receive three (3) weeks' vacation with pay (6% of gross earnings).
- (c) After eight (8) years' continuous service, shall receive four (4) weeks' vacation with pay (8% of gross earnings).

All part-time employees shall receive vacation with pay as follows:

- (a) After one (1) years' continuous service, 4% of gross earnings;
- (b) After two (2) years' continuous service, 6% of gross earnings;
- (c) After eight (8) years' continuous service, 8% of gross earnings.

For all employees, “% of Gross Earnings” shall mean a percentage of all monies received directly from the Co-operative (wages, overtime, bonuses, premiums, vacation pay, sick leave credit payments, and other items of a similar nature).

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

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 fourth (4th) week of vacation may be scheduled at the discretion of the Co-operative upon three (3) weeks' notice unless vacations are taken during the months of April, May, and June.

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

Part-time employees will select in writing by April 1st, 2016, whether they wish to have their vacation pay in a lump sum after April 30th, to be paid on vacation as part of the normal payroll process, or on each cheque during the year. If no selection is made, they will be paid vacation pay on each cheque. For subsequent years the method of payment will continue unless the employee requests otherwise in writing. Requests to change may be made once per year, and will take effect May 1st of the following year.

If the employee selects the lump sum payment option, it shall be paid out on or before May 31st, on a separate cheque. In no case shall an employee receive less than that provided for in the Employment Standards Code of Alberta. Part-time employees are entitled to the same ***number of weeks*** off as a full-time employee for the purpose of vacation.

Where there is an adjustment to vacation pay due to the percentage of gross earnings, the adjustment will be paid to the employee on the first pay period in April of each year.

Article 12 – Seniority

- 12.01 Full-time employees are considered to be senior to part-time employees for all aspects of the Collective Agreement.

12.02 Seniority for all employees shall be defined as length of continuous service with the Co-operative from the employee's most recent date of hire.

12.03 When two **(2)** or more employees are hired on the same date, their seniority shall be determined by alphabetical order of surname at date of hire.

In addition, where there are two (2) or more employees whose name begins with the same letter, the next letter will be used. Where the last names are the same, the first name of the employee will be used.

12.04 A seniority list will be forwarded to the Union in January and July of each year.

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

(a) In the ordinary course of business, the order of scheduling employees will be:

(i) Supervisor.

(ii) Full-time employees to the extent of their basic workweek.

(iii) Unrestricted part-time employees.

(iv) Restricted part-time employees.

Unrestricted part-time employees will be scheduled before restricted part-time employees (i.e. when possible, unrestricted part-time employees will be scheduled to work more hours than a restricted

employee insofar as this is consistent with their availability and willingness to perform the work).

“Unrestricted Part-time Employee” means a part-time employee who is available to work any shift in the Gas Bar three (3) days per week, Monday to Friday, plus Saturday, Sunday, and General Holidays.

Restricted Part-time Employees hired prior to September 2nd, 2011 must be available anytime on Sundays.

Restricted Part-time Employees hired after September 2nd, 2011 must be available anytime on Saturdays and Sundays.

Part-time employees will be required to work according to their most recent declaration of availability. Part-time employees can change their availability three (3) times per year, but cannot further limit their availability between November 15th and the end of the year.

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

- (b) With the exception of the Supervisor, wherever possible, all shifts will be fairly rotated on a weekly basis.

There shall be an interval of not less than eight (8) hours off between scheduled shifts for all employees. An employee who is not allowed eight (8) hours off between scheduled shifts shall be paid the rate of time and one half (1 1/2 X) for time worked prior to the expiry of the eight (8) hour interval.

Employees shall not be scheduled to work more than seven (7) consecutive days unless otherwise mutually agreed to by Management and the employee.

R.T.O.'s (Request for Time Off)

Employees who have a specific request for time off shall inform the Co-operative in writing of the specific days that they are requesting by one (1) week prior to the schedule being posted. Subject to operational needs, requests will not be unreasonably denied.

12.06 To enhance the Co-operative's ability to develop staff to assist in the efficient staffing of the Gas Bar, Management may designate an individual on the basis of their merit as determined by Management for:

- (1) Relief of Management personnel; and
- (2) When not relieving such designated employee shall be assigned hours equal to but not more than the senior unrestricted part-time employee at the Gas Bar.

12.07 Temporary Relief

Scheduled shifts and call-ins should be filled in order of seniority within the Gas Bar. Overtime cannot be avoided by calling in employees from the Retail Store at regular time.

The Co-operative will limit the use of retail personnel to relieve a Gas Bar employee to emergency situations and unusual personal circumstances. The Co-operative agrees that while a retail store employee operates the Gas Bar, that employee shall be covered in every respect

by the terms of the Collective Bargaining Agreement covering retail store employees.

The above will not prevent the use of Gas Bar Manager for the purpose of relief.

Article 13 – Strikes, Slowdowns, and Lockouts

13.01 There shall be no strikes, slowdowns, or lockouts by the parties to this Agreement during the term of the Agreement.

Article 14 – Pricing, Stocking, and Replenishing

14.01 Rack jobbers, suppliers, sales drivers, and product demonstrators involved in stocking, replenishing, making displays, removing unusable product, and promoting product shall be exempt from Article 2 – Nature of the Bargaining Unit.

Article 15 – Grievance Procedure

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

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

First Step: The employee shall have the right to discuss the grievance or potential grievance with his/her Department Manager or designate in the presence of his/her Shop Steward.

Second Step: If satisfaction is not obtained in Step 1 above, then the employee may contact the Union office.

Third Step: The grievance shall be presented, in writing, by the employee or the Union Representative to the Co-operative's General Manager, or designate in the event of his/her absence, and the representative of both the Co-operative and the Union shall meet in good faith and earnestly endeavour to settle the grievance submitted. If a satisfactory settlement cannot be reached, or if the party to whom the grievance has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a single arbitrator. Such arbitrator is to be established in the manner provided for in Article 16 of this Agreement.

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

Article 16 – Arbitration

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

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

Article 17 – Supervisor

17.01 Supervisor

A Supervisor will be appointed in the Gas Bar. In Management's sole discretion, such employee will be appointed. Where a Manager has not been appointed,

Management will assign an employee on a temporary basis to perform the duties of an acting Manager and pay them at the applicable rate of pay.

Person In Charge

In Management's sole discretion, an employee may be appointed as determined by Management as Person-in-Charge on a shift. A premium of one (\$1.00) dollar per hour for all regular hours shall be paid to an employee so appointed on a shift in excess of two (2) hours when the Gas Bar Manager or Supervisor is not on the shift.

17.02 Management Relief

An employee assigned to relieve the Gas Bar Manager for greater than three (3) days in a calendar week or more shall receive one dollar and seventy five (\$1.75) cents per hour in addition to his/her regular hourly rate of pay for all time so designated by the Co-operative. The premium will be paid to a maximum of one (1) employee at any time.

Article 18 – Leaves of Absence

18.01 Occasionally an employee may request a leave of absence. Such requests should be in writing and presented to the person who prepares the work schedule. All leaves of absence will be without pay and benefits.

Consideration will be given taking into account, for example, the efficient operation of the business, the frequency of previous leaves, and the impact of the work team.

18.02 Time off for Union Business

The Co-operative agrees to allow time off work, without pay, provided there are satisfactory replacement employees available, for delegates elected or selected to attend seminars, Union conventions, and Union business. The Union will give the Co-operative at least two (2) weeks notice.

Time spent on Union business for employees, where the Co-operative is reimbursed by the Union, shall be considered as time worked.

18.03 Leaves for Parents

(a) Maternity Leave

Employees shall request a leave of absence without pay up to a maximum of **sixteen (16)** weeks because of pregnancy. Such request will be granted, provided the employee submits to the Co-operative a request, in writing, for such leave at least two (2) weeks prior to the date she intends to commence such leave, together with a certificate from a qualified medical practitioner, certifying that she is pregnant and indicating the estimated date of confinement. Such leave may, at her discretion, commence **thirteen (13)** weeks or more (depending on medical requirements) prior to confinement and the period, if any, between the date of confinement mentioned in the certificate and the actual date.

The employee, when returning to work at the end of her leave (maternity or parental leave) shall give the Co-operative two (2) weeks notice of date of return and submit a certificate from her doctor, indicating that

her resumption in employment will not, in his/her opinion, endanger her health.

The employee shall be returned to her former position at the completion of her leave of absence.

(b) 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 under the law of the Province. Such leave of absence will be to a maximum of **sixty-two (62)** weeks. Further, such leave of absence shall be granted provided the employee requests the leave in writing at least two (2) weeks before the date specified in the application as the date the employee intends to commence the leave. The leave will be taken during the first **seventy-eight (78)** weeks after the birth of the child or, in the case of an adoption, after the child comes into the custody of the employee.

The employee, when returning to work, shall give the Co-operative two (2) weeks notice of return to work.

The employee shall be returned to his/her former position at the completion of his/her leave of absence.

(c) Parenting Leave

An employee **who did not give birth** shall be entitled to an unpaid leave of absence of up to two (2) days at the time of the birth **or adoption** of **their** child.

18.04 General Leaves of Absence

The Co-operative understands that employees may need to take an unpaid leave of absence to deal with matters of a personal nature. Requests for leaves of absence will be dealt with on an individual basis. It is understood that no leaves will be unreasonably denied.

18.05 Family Leave

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

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

18.06 Military Leave

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

18.07 Funeral Leave

In the event of death in the immediate family of an employee, the employee will be granted leave of absence without 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 Co-operative. The term "immediate family" shall mean: spouse, parent/step-parent, child/step-child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandmother, grandmother-in-law, grandfather, grandfather-in-law, and grandchildren, or any relative living in the household of the employee. At the request of the employee, if operationally feasible, the Co-operative will endeavour to amend the schedule to allow the employee to make up any lost time.

18.08 Sick Leave

Full-time employees shall accumulate credits at the rate of four (4) hours for each calendar month of employment, up to a maximum of two hundred eight (208) hours.

The amount of sick time credit accumulated shall be indicated on the employees pay stub.

For new employees, credits shall commence to accumulate from the date of full-time employment, but can only be applied after completion of a three (3) month full-time employment eligibility period.

A full-time employee, having accumulated sick leave credits and also is reduced to part-time by the Co-operative, will be paid sick leave to the extent of such accumulation for actual time off the job, due to illness, not covered by Weekly Indemnity.

The Co-operative may require the employee to provide a doctor's certificate, verifying any absence due to disability.

Employees shall notify the Co-operative (Manager or next highest personnel available in the Gas Bar) in case of absence, informing them of reason for absence, approximate length of absence and where they can be contacted relative to their absence.

The Co-operative shall apply any accumulated sick leave to absences due to sickness not covered by Insured **Long Term Disability** benefits (or similar benefits) and may supplement **Long Term Disability** benefits (or similar benefits) with unused sick leave credits in an amount equal to but not to exceed the employee's normal earnings.

Payment of benefits under **Long Term Disability** shall be subject to the acceptance of the claim by the insurance company.

18.09 *In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves of absence as provided in the Employment Standards Code. Eligibility for such leaves will be determined in accordance with the Employment Standards Code (Alberta) and Regulations. Such leaves include but are not limited to:*

- **Family Leave**
- **Domestic Violence Leave**

Article 19 – General

19.01 The Co-operative agrees that during the term of this Agreement it will provide special clothing such as raincoats, parkas, gloves, and snow pants in appropriate sizes and in accordance with past practice.

19.02 Discrimination/Intimidation

Employees will not be subject to intimidation by the Management as a result of exercising their legitimate rights under the Collective Agreement.

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 Labour Relations and Human Resources Directors, and a full investigation by the parties will follow.

The Co-operative and the Union endorse the principles contained in the Alberta Human Rights Act.

19.03 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.

19.04 During the hours in which the Gas Bar is open to the public for business, there will be two (2) employees scheduled to work at all times.

Where there are two (2) employees on shift, no employee will be required to work alone in excess of one (1) hour at any given time.

Where due to the absence of staff, an employee is working alone, the Co-operative will endeavour to fill the vacant shift as soon as possible as per Article 12.07 – Temporary Relief.

- 19.05 The Co-operative will provide two (2) uniform shirts at the time of hire. In addition, the Co-operative will provide one (1) replacement shirt after a year of employment and each subsequent year upon request by the employee, ***if the condition of the shirt warrants replacement.***

Any additional shirts required by the employee can be purchased from the Co-operative.

New employees who terminate their employment or are terminated by the Co-operative prior to the completion of the probationary period, may have the cost of the shirt(s) deducted from their final pay cheque unless they return the shirt(s) to the Co-operative.

19.06 Joint Labour Management Committee

The Co-operative and the Union agree to establish a Joint Labour Management Committee (JLMC) which will consist of representatives from the Co-operative and the bargaining units. The parties agree to meet quarterly (1/4) unless mutually agreed otherwise. The JLMC will consist of no more than four (4) bargaining unit members as appointed by the Union, with a minimum of one (1) bargaining unit member from each bargaining unit, and no more than four (4) members of the Co-operative, one of whom will be the General Manager or their designate. The JLMC will discuss any items of concern to either party arising out of the operation of the Collective Agreement and the facilities covered by the Agreement but does not have the authority to amend any language in the Collective Agreement.

Meetings shall be scheduled at the beginning of each year and the Co-operative and the Union will endeavor to have the meetings as scheduled or within one **(1)** week of the scheduled meeting unless mutually agreed to otherwise. The Union will advise the Human Resources Department of who will sit on the Union Committee at the beginning of the year, as well as any changes that may occur in the course of the year.

Members of the JLMC shall be paid at the straight time hourly rate for all time while attending the meetings.

19.07 All employees to be paid the current Co-operative established rate per kilometre for approved business.

19.08 Credit for Previous Comparable Experience

All employees will be classified according to previous comparable experience. Employees having previous comparable experience may be paid a lower scale of wages than their experience calls for but not less than the minimum rate established by this Agreement for a probationary period not to exceed Article 7 provided the employee's services are retained and their experience is accepted as comparable, then after the probationary period they shall receive any difference between their probationary rate of pay and the rate for which their experience qualifies them. It is further understood that the rate paid retroactively shall not apply to the first ten (10) working days. Employees shall receive written notification showing any credit for previous experience.

In calculating credit for previous comparable experience, employees shall receive credit for their previous experience to a maximum of twenty-four (24) months credit but may agree to exceed the limit where there is merit.

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

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

PROVIDED THE CO-OPERATIVE HAS:

- (a) Provided the employee with a new employee letter provided for in Article 3.02 of this Agreement not later than two (2) weeks from date of employment.
- (b) Provided the employee with a written notification showing credit granted for previous experience within the thirty (30) day period, or mutually agreed extended period, required by this article.
- (c) Provided the Union with a copy of the letter showing credit granted for previous experience within the same period.

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

- 19.09 If an employee is required or requests to wear safety shoes or boots, the Co-operative shall reimburse them for the first one hundred (\$100.00) dollars of their purchase upon provision of a proper receipt on an annual basis.
- 19.10 For return to work meetings, whether occupational or non-occupational, either a Shop Steward or Union Representative shall be present.
- 19.11 No discipline to remain on an employee's file after twenty-four (24) months and are not to be used in disciplinary proceedings.

19.12 New Employee Orientation

Shop Stewards will be allowed to introduce themselves to new employees on shift after receiving permission from the Store Manager, or their designate, of which permission will not be unreasonably withheld. Such time will not exceed ten (10) minutes and shall not unduly interfere with the employee's regular duties. If more than one (1) new employee is hired in a week the Co-operative will try to facilitate a time when the new employees can be given the orientation at the same time. Upon request to the Store Manager, or their designate, a Shop Steward shall receive a list of all new employees in all departments covered by the Collective Agreement.

Article 20 – Health and Benefit Plan

- 20.01 The Co-operative will provide an Extended Health Care plan to those employees who work an average of thirty-two (32) hours or more per week, which will include coverage for prescription drugs, a vision care plan, and a hearing aid plan in accordance with bylaws of that plan.

Premiums for the insured plan will be shared equally between the Co-operative and the employee. It is understood and agreed that all matters of eligibility, coverage, and benefits shall be as set out in the plan and as determined by the carrier.

Employees who work an average of greater than the thirty-two (32) hours or more per week shall accumulate sick leave credits at the rate of eight (8) hours per month of employment, up to a maximum of fifty (50) days.

The Co-operative will provide a Long Term Disability Plan (LTD) for those employees regularly working thirty-two (32) hours or more hours per week.

The premiums for the benefit will be shared equally. The benefit period commences after a waiting period of fourteen (14) calendar days.

The Co-operative agrees to make available to employees who have averaged thirty-two (32) hours or more of work per week over thirteen (13) weeks a Group Life Insurance Plan. It is understood all of the rules of the plan shall apply.

20.02 Health and Welfare Trust

The Co-operative agrees to have a Health and Welfare Trust Fund for all part-time employees who do not qualify for the existing Co-operative Group Insurance benefits. The Co-operative shall make contributions to the fund as follows:

Twenty (\$0.20) cents per hour, effective the first full pay period following the date of ratification for all part-time hours worked and paid in the bargaining unit for the same hours that are paid for each hour that the Co-operative

pays dental contributions as per Letter of Understanding #2. The purpose of the Trust Fund shall be to establish the Health and Welfare benefits for part-time employees who do not qualify for the existing Employer Group Insurance benefits as decided by the trustees. The trustees shall have the authority to decide which benefits shall be implemented, consistent with the financial ability of the Trust Fund, to provide for those benefits.

20.03 The Co-operative will make available to full-time and qualifying part-time employees the Co-operative Superannuation Society Pension Plan in accordance with the rules, regulations, and bylaws of the plan. Contributions to be up to six (6%) percent of income of regular wages from both the Co-operative and the employee.

20.04 “Phased-In Retirement” Option

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

- (a) ***The “Phased-In Retirement” Option must be agreed to in writing between the Co-operative and employee, with a specified end date not to exceed five (5) years.***
- (b) Only full-time active employees aged sixty (60) years or older will be eligible for this option.
- (c) Eligible employees may request to participate in this option and their requests will be granted provided it will not interfere with the efficient operation of the business. Requests will not be unreasonably denied.

- (d) Employees can only elect for this option once in their career. An employee will only be able to revert to regular full-time status as a result of a life-changing event (i.e. divorce, separation, death/illness of a partner) **and if operational needs allow**.
- (e) These employees shall work thirty-two (32) hours per week.
- (f) Should there be a major hour reduction due to operational need, the parties agree to meet upon request, to review the program and consider any changes that may be required.

Article 21 – Bi-Weekly Pay and Direct Bank Deposit

21.01 There shall be regular bi-weekly pay by direct deposit and each employee shall be provided with a statement of earnings and deductions for the pay period covered.

Article 22 – Health and Safety

22.01 The Co-operative, the Union, and the employees mutually agree to cooperate in maintaining and improving safe working conditions in the Co-operative's Gas Bar.

The Co-operative agrees to insure, as far as is reasonably practical to do so, the health and safety of the employees in the Gas Bar and address health and safety hazards that arise in the workplace. Employees agree to work in a safe manner respecting all safety rules and using equipment provided.

The Union or any employee may bring to the attention of the Co-operative any health and safety concerns.

The Co-operative will comply with the provisions of the Alberta Occupational Health and Safety Act.

Article 23 – Expiration and Renewal

23.01 This Agreement shall be effective from February 16th, **2019**, and shall remain in force until February 16th, **2023**, and thereafter from year to year; but either Party may, not more than one hundred twenty (120) days and not less than sixty (60) days before the expiry date or renewal date of such Agreement, give notice, in writing, to the other Party to (a) terminate such Agreement, or (b) to negotiate revisions thereof.

Should either Party give notice pursuant to (b) above, this Agreement shall thereafter continue in full force and effect and neither Party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment until:

- (i) The Union serves notice of strike in accordance with the Alberta Labour Relations Code.
- (ii) The Co-operative serves notice of lockout in accordance with the Alberta Labour Relations Code.

Signed this _____ day of _____, _____.

For the Co-operative:

For the Union:

Co-operative Committee:

Paul Haynes
Darren Andre
Shelley Cooper
Bill Ressler

Bargaining Committee:

Jeanette Nims (Bakery)
Taylor Malm (Pharmacy)
Jeannette Buitenhuis (Cashier/Floral)
Loran Gilbertson (File Maintenance)
Murry Gillspie (Gas Bar)
Bill Bennett
Al Olinek

This Agreement was ratified on ***September 10th, 2019***

Appendix “A” – Wages and Job Classifications

Gas Bar Attendant					
Hours	Current	Year 1	Year 2	Year 3	Year 4
0	\$11.79	\$11.79	\$11.79	\$11.79	\$11.79
693	\$12.01	\$12.01	\$12.01	\$12.01	\$12.01
1387	\$12.21	\$12.21	\$12.21	\$12.21	\$12.21
2080	\$12.41	\$12.41	\$12.41	\$12.41	\$12.41
2773	\$12.62	\$12.62	\$12.62	\$12.62	\$12.62
3467	\$12.82	\$12.82	\$12.82	\$12.82	\$12.82
4160	\$13.04	\$13.04	\$13.04	\$13.04	\$13.04
4853	\$13.24	\$13.24	\$13.24	\$13.24	\$13.24
5547	\$13.44	\$13.44	\$13.44	\$13.44	\$13.44
6240	\$13.65	\$13.65	\$13.65	\$13.65	\$13.65
6934	\$13.85	\$13.85	\$13.85	\$13.85	\$13.85
7627	\$14.07	\$14.07	\$14.07	\$14.07	\$14.07
8321+	\$14.42	\$14.42	\$14.42	\$14.42	\$14.42

Supervisor					
Hours	Current	Year 1	Year 2	Year 3	Year 4
0	\$13.54	\$13.54	\$13.54	\$13.54	\$13.54
693	\$13.76	\$13.76	\$13.76	\$13.76	\$13.76
1387	\$13.96	\$13.96	\$13.96	\$13.96	\$13.96
2080	\$14.16	\$14.16	\$14.16	\$14.16	\$14.16
2773	\$14.37	\$14.37	\$14.37	\$14.37	\$14.37
3467	\$14.57	\$14.57	\$14.57	\$14.57	\$14.57
4160	\$14.79	\$14.79	\$14.79	\$14.79	\$14.79
4853	\$14.99	\$14.99	\$14.99	\$14.99	\$14.99
5547	\$15.19	\$15.19	\$15.19	\$15.19	\$15.19
6240	\$15.40	\$15.40	\$15.40	\$15.40	\$15.40
6934	\$15.60	\$15.60	\$15.60	\$15.60	\$15.60
7627	\$15.82	\$15.82	\$15.82	\$15.82	\$15.82
8321+	\$16.17	\$16.17	\$16.17	\$16.17	\$16.17

Signing Bonus

Year 1 (September 10th, 2019):

The Co-operative agrees to pay a signing bonus to all active employees on the payroll of the Co-operative on the date of ratification (September 10th, 2019) as follows:

Employees who have averaged between zero (0) and nineteen (19) hours worked per week since contract expiry (February 16th, 2019) to date of ratification (September 10th, 2019) will receive one hundred and fifty (\$150.00) dollars, less statutory deductions.

Employees who have averaged between twenty (20) and thirty-one (31) hours worked per week since contract expiry (February 16th, 2019) to date of ratification (September 10th, 2019) will receive three hundred and fifty (\$350.00) dollars, less statutory deductions.

Employees who have averaged over thirty-two (32) hours worked per week since contract expiry (February 16th, 2019) to date of ratification (September 10th, 2019) will receive five hundred (\$500.00) dollars, less statutory deductions.

The words “on the payroll of the Co-operative” shall include all employees who are currently on vacation, authorized leave of absence, sick leave, injury leave, Short Term Disability, Long Term Disability, Workers’ Compensation, maternity leave, or parental leave.

Year 2

The Co-operative agrees to pay a signing bonus to all active employees on the payroll of the Co-operative as of February 16th, 2020 as follows:

Employees who have averaged between zero (0) and nineteen (19) hours worked per week between August 16th, 2019 and February 16th, 2020, will receive one hundred and fifty (\$150.00) dollars, less statutory deductions.

Employees who have averaged between twenty (20) and thirty-one (31) hours worked per week between August 16th, 2019 and February 16th, 2020, will receive three hundred and fifty (\$350.00) dollars, less statutory deductions.

Employees who have averaged over thirty-two (32) hours worked per week between August 16th, 2019 and February 16th, 2020, will receive five hundred (\$500.00) dollars, less statutory deductions.

The words “on the payroll of the Co-operative” shall include all employees who are currently on vacation, authorized leave of absence, sick leave, injury leave, Short Term Disability, Long Term Disability, Workers’ Compensation, maternity leave, or parental leave.

Year 3

The Co-operative agrees to pay a signing bonus to all active employees on the payroll of the Co-operative as of February 16th, 2021 as follows:

Employees who have averaged between zero (0) and nineteen (19) hours worked per week between August 16th, 2020 and February 16th, 2021, will receive one hundred and fifty (\$150.00) dollars, less statutory deductions.

Employees who have averaged between twenty (20) and thirty-one (31) hours worked per week between August 16th, 2020 and February 16th, 2021, will receive three hundred and fifty (\$350.00) dollars, less statutory deductions.

Employees who have averaged over thirty-two (32) hours worked per week between August 16th, 2020 and February 16, 2021 will receive five hundred (\$500.00) dollars, less statutory deductions.

The words “on the payroll of the Co-operative” shall include all employees who are currently on vacation, authorized leave of absence, sick leave, injury leave, Short Term Disability, Long Term Disability, Workers’ Compensation, maternity leave, or parental leave.

Year 4

The Co-operative agrees to pay a signing bonus to all active employees on the payroll of the Co-operative as of February 16th, 2022 as follows:

Employees who have averaged between zero (0) and nineteen (19) hours worked per week between August 16th, 2021 and February 16th, 2022, will receive one hundred and fifty (\$150.00) dollars, less statutory deductions.

Employees who have averaged between twenty (20) and thirty-one (31) hours worked per week between August 16th, 2021 and February 16th, 2022, will receive three hundred and fifty (\$350.00) dollars, less statutory deductions.

Employees who have averaged over thirty-two (32) hours worked per week between August 16th, 2021 and February 16th, 2022 will receive five hundred (\$500.00) dollars, less statutory deductions.

The words “on the payroll of the Company” shall include all employees who are currently on vacation, authorized leave of absence, sick leave, injury leave, Short Term Disability, Long Term Disability, Workers’ Compensation, maternity leave, or parental leave.

Letters of Understanding

Between: South Country Co-op Limited, a body corporate carrying on business in the Province of Alberta, hereinafter referred to as “the Co-operative”;

And: United Food and Commercial Workers Canada Union, Local No. 401, hereinafter referred to as “the Union”.

1. Wage Gap

In the event of a minimum wage increase subsequent to the signing of this Agreement, the start rates of all classifications in the Collective Agreement shall be increased in order to maintain a minimum level of twenty-five (\$0.25) cents above minimum wage.

2. United Food & Commercial Workers’ Dental Care Plan

Effective February 28, 2016, the Co-operative shall make contributions to the United Food and Commercial Workers Dental Care Plan of forty-three (\$0.43) cents per hour for each regular hour worked or paid, paid vacations and General Holidays to the maximum of the basic work week.

Signed this _____ day of _____, _____.

For the Co-operative:

For the Union:

Co-operative Committee:

Paul Haynes
Darren Andre
Shelley Cooper
Bill Ressler

Bargaining Committee:

Jeanette Nims (Bakery)
Taylor Malm (Pharmacy)
Jeannette Buitenhuis (Cashier/Floral)
Loran Gilbertson (File Maintenance)
Murry Gillspie (Gas Bar)
Bill Bennett
Al Olinek

This Agreement was ratified on ***September 10th, 2019***