

PROPOSED COLLECTIVE AGREEMENT

Between

THE REAL CANADIAN SUPERSTORES

IN CALGARY

And Area

And

UNITED FOOD AND COMMERCIAL WORKERS CANADA UNION,
LOCAL NO. 401

RENEWAL: ***October 31st, 2026***

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COLLECTIVE AGREEMENT

Made this _____ day of _____, A.D., **2022**.

BETWEEN: THE REAL CANADIAN SUPERSTORE, a body corporate carrying on business in the Province of Alberta, hereinafter referred to as "the Company"

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

WHEREAS: The Company and the Union desire to cooperate in establishing and maintaining conditions which will promote a harmonious relationship between the Company and the employees covered by this Agreement, and provide methods for a fair and amicable adjustment of disputes which may arise between them.

NOW THEREFORE: The Company and the Union mutually agree as follows:

Article 1 – Bargaining Agency

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 **Managers**, Pharmacists, Undergraduate Pharmacists, Opticians, Student Opticians, Dieticians, and any person above the rank of Department **Manager**.

Article 2 – Clarification of Terms

In this Agreement, wherever the words "he", "**his**", "her", or "him" appear, it shall be construed as meaning any employee, **of all gender identities**.

Article 3 – Union Security **and Representation**

- 3.1 Every employee who is now or hereafter becomes a member of the Union, shall maintain **their** membership in the Union as a condition of **their** employment, and every new employee whose employment commences hereafter, shall, within thirty-seven (37) hours after the commencement of **their** employment, apply for and maintain membership in the Union as a condition of employment.
- 3.2 The Company agrees to provide each new employee, at the time of employment, with a form outlining to the employee, **their** 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.
- 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 **HR/LR** 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.

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.

3.5 The Company agrees to allow a Shop Steward and/or a Union **Labour Relations Officer** 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, ***or, where mutually agreed to between the parties, virtually.***

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.

Company Officials, Managers, and anyone excluded from the bargaining unit shall not be present at Union orientation meetings.

The Company agrees to work with the Union in order to facilitate this process.

3.6 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.

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.

The existence of the committee will not affect the employee's rights under Article 31.

3.7 Distribution of Collective Agreements

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 **or Union introduction letters**, the Company shall notify the Union that additional agreements are required.

3.8 Shop Steward Transfers

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.

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 **or their designates** will meet to discuss and earnestly endeavour to resolve the issue.

3.9 **The Role of the Shop Steward**

The Company recognizes that Shop Stewards have an important and critical role in the administration of the Collective Agreement between employees and Management. **This role**

encompasses many advocacy duties, including but not limited to conducting Union orientations, attending disciplinary interviews, investigating complaints or disagreements concerning this Agreement, and distributing workers compensation authorization forms. These duties are not to be performed while on duty except as set out in the following paragraph or where noted elsewhere.

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 **Managers**, HR/LR Manager during working hours with no loss of wages, benefits, seniority, etc. to discuss matters pertaining to the agreement and to advocate ***on behalf of*** employees.

The Shop Steward must notify their **Store** Manager or **Department Manager** 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.

The Company acknowledges that the Union has advised it that UFCW Local 401 chooses to provide WCB advocacy for its members.

Article 4 – Union Dues and Information Sharing

- 4.1 The Company agrees to deduct from the wages of each employee ***upon proper authorization from the employee affected such initiation fees, assessments, and Union dues as authorized by the Union.***

The Company further agrees, automatically, to deduct Union dues from the wages of new employees in biweekly instalments.

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.

The Union will provide the required changes and the Company will apply them. If there are errors or omissions, the errors or omissions shall be corrected.

4.3 The Company agrees to provide the following information via ***a mutually agreed to process***, once per period as per the Company's period calendar sorted by city, location, and store number:

- (a) Name, home address, ***home*** number, ***cell phone number***, social insurance number, postal code, and email address;
- (b) Seniority lists – employee name, ***employee*** 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) ***Dental Trust and Health and Welfare Trust Fund hours and contributions;***
- (g) ***Education and Training Fund contributions;***
- (h) The most recent declaration of availability for each part-time employee.

Article 5 – Basic Work Week, Overtime, Statutory Holidays

The Company reserves the right to schedule hours of store operations, employee's hours of work, rest periods, meal periods, and overtime work, subject to the following provisions:

5.1 Basic Work Week

- (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.
- (b) Daily hours of work shall be consecutive with the exception

of rest and meal periods. No split shifts shall be worked.

- (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 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.

- (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.

5.2 Time Sheets/Time Clocks

The Company agrees to provide a method by which employees can record their time worked.

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.

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

The Company shall reproduce this **article** 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.

- 5.3 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 **Department Manager**. If the matter is not resolved to their satisfaction then it should be brought to the attention of the Store Manager, or the **HR/LR** Department and the Union.

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.

Article 6 – Overtime

- 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.

- 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.
- 6.3 Compensating time off shall not be given in lieu of overtime pay.
- 6.4 All overtime work must be authorized by the Company.
- 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 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.

Article 7 – Meal Periods - Full-Time Employees

- 7.1 Full-time employees working **seven (7)** hours, up to and including eight (8) hours, shall be scheduled by the Company for a meal period of not **less** than **thirty (30)** 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.
- 7.2 Upon mutual agreement an employee's **meal period** may be **more than thirty (30) minutes, but no more than sixty (60) minutes in** duration.
- 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.**

Article 8 – Rest Periods - Full-Time Employees

- 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, **they** will be subject to discipline as determined by the Company, which shall be subject to the grievance procedure.

Article 9 – Meal and Rest Periods - Part-Time Employees

- 9.1 An employee working a daily shift of four (4) hours will have one (1) rest period not to exceed fifteen (15) minutes.
- 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 **to be taken separately during the shift or, if mutually agreeable, by combining the two (2) rest periods at mid-shift.**
- 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) **paid** rest periods not to exceed fifteen (15) minutes each and one (1) **meal** period without pay. If an employee abuses this provision, **they** will be subject to discipline as determined by the Company, which shall be subject to the grievance procedure. Except in cases of emergency, meal and rest periods will be uninterrupted.
- 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.

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.

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.

Employees who do not receive a fifteen (15) minute rest period shall receive thirty (30) minutes pay at their regular hourly rate.

Article 10 – Premium Pay

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.

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.

Article 11 – Work Schedules

The following applies to regular full-time and part-time employees.

11.1 A minimum of ***thirty-six (36)*** hours' notice must be given by the

Company to re-schedule *an* 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.

- 11.2 The Company shall post **a two (2) week** work schedule for all employees not later than 6:00 p.m., Wednesday of each week for the following **two (2) week period. Cancellation of shifts for the second week of the two (2) week schedule are permissible provided they are made prior to 6:00 p.m. on Wednesday of the first week of the two (2) week scheduling cycle.** If a new schedule is not posted by 6:00 p.m., Wednesday, then the schedule already posted shall apply for the following week.

Weekly schedules shall be posted in a place readily accessible by employees.

A copy of the completed master schedule with all 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. **A copy of the completed master schedule will be made available to the Union.**

The Union has a right to investigate complaints or concerns regarding scheduling violations. The Union has the right to request schedules from the Labour Relations or Human Resources Manager to investigate scheduling complaints.

- (i) **Prior to making a request, a discussion between store Management, and the Shop Steward or Union Labour Relations Officer shall take place to determine the validity of the complaint.**

(ii) If the complaint is valid, the Company shall provide copies of the relevant schedule(s) and raw punch report(s) specific to the complaint. Any disputes over the validity of the complaint will be addressed through the grievance procedure.

11.3 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.

11.4 An employee shall be allowed **twelve (12)** hours of rest between shifts except in an emergency or where by mutual agreement between the Company and the employee, **ten (10)** hours of rest between shifts is allowed.

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.

11.5 **Full-time employees (excluding Assistant Department Managers) and 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.

Available anytime employees who utilize their twenty-four (24) hour block **and employees who are granted an RDO** may not necessarily receive their days off consecutively.

Full-time employees shall receive either a Saturday/Sunday or Sunday/Monday off once per four (4) week period calendar.

- 11.6 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) hours per shift. This may be altered by mutual agreement between the Company and the employee.
- 11.7 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.
- 11.8 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.

11.9 Receiver Coverage

For a maximum duration of two (2) hours, and in order to relieve for another employee for rest and meal periods, an employee may be required to temporarily perform receiving/shipping work outside of their department.

- 11.10 ***Due to business needs, employees may be required to temporarily perform work outside of their department from time to time. A General Merchandise employee's hours worked in a Food Service clerk classification shall be paid at that classification's wage rate on the applicable scale in Appendix "A" of the Collective Agreement. No employee shall see a reduction in wage rate by working in a different classification.***

11.11 Part-Time Scheduling Flexibility

In Store – Shift SWAP

Part-time employees can swap shifts of equal or different lengths by mutual consent and without regard to seniority. Shift swap requests remain subject to approval by the Department Manager or designate.

Article 12 – Wages - Minimum Hourly Rates

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.

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.

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.

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.

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.

Article 13 – General Holidays

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.

13.2 The parties agree to observe the holiday on the calendar day on which the holiday falls.

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.

13.4 Provided **the employee** works **their** 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.

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.

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 **their** regular hourly rate for each holiday.

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 **their** regular hourly rate for each holiday.

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 **their** regular hourly rate for each holiday.

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.

Article 14 – Rates for Relief Work

- 14.1 An employee assigned to relieve a Department **Manager** for a period of more than two (2) days shall be paid a premium of seventy-five (\$0.75) cents per hour for such position for all time so employed.
- 14.2 Premium pay for relieving the Department **Managers** shall be over and above the employees' present prevailing rate.

Article 15 – Staff Meetings

- 15.1 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.

Article 16 – Credit for Previous Experience

- 16.1 New employees will be classified according to previous comparable experience **to a maximum of four thousand (4,000) hours**.
- 16.2 It shall be the responsibility of the employee to supply reasonable proof of **their** previous experience within **thirty (30)** 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. **Credit for previous experience shall not be recognized by the Company if the employee has been out of the industry for two (2) or more years.** The hourly rate for recognized credit will be effective from the first day of employment.

The Company has the right to request further proof of previous experience from the employee affected in establishing their proper wage.

Where the Company determines that a larger class hour credit is warranted, it may do so at its discretion.

Article 17 – Call-In Time

- 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.
- 17.2 **Article** 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.
- 17.3 If a student is called in before the store opens **they** will be paid for four (4) hours at **their** regular hourly rate. This four (4) hour minimum would also apply to any student called in for night stocking if **they were** brought in to start **their** shift one half (1/2) hour, or later, after store-closing time.

Article 18 – Vacations

- 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.

The Company shall post a notice by January 31st advising employees seeking vacation time to submit requests to their **Department Manager** 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.

Each year, employees may request vacation outside of April 1st to September 30th. Such requests for the upcoming calendar year should be made by February 28th of each year. The Company will make the final determination taking into consideration operational needs and key business weeks as well as previous requests and may be required to limit the number granted in the event of multiple requests for the same week(s). The Company shall notify all affected employees by March 15th.

Requests received after February 28th shall be responded to by the Department Manager within four (4) weeks of receipt.

The Company agrees to post the completed vacation schedule by March 31st.

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 vacation	three (3) weeks of
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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 full-time employees.

- 18.3 Where employees are entitled to three (3) or more weeks of vacation the additional week(s) vacation may be scheduled 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 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 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 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.

- (a) 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.

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 nearest year;

26-52 weeks credit in a given year will be rounded up to the nearest year.

- (b) ***Employees promoted to full-time after the date of ratification will be given a common anniversary date of January 1st. Vacation entitlement must be taken during the vacation year January 1st to December 31st and shall not be carried over into the next vacation year.***

Their new vacation date will be January 1st of the year determined by the conversion of part-time hours to the annual hours of a regular full-time employee, which will establish the appropriate year credit for future vacation entitlements.

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; provided the employee's service is continuous from part-time to full-time. The common anniversary 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 of credit in a given year will be rounded down to the nearest year;

26-52 weeks of credit in a given year will be rounded up to the nearest year.

These employees shall receive vacation time off with pay based on years of full-time service attained in the preceding years.

Employees who have less than one (1) complete year of full-time service as of January 1st shall receive vacation time off with pay during the following vacation year as follows:

<u>Date of Employment</u>	<u>Vacation Entitlement</u>
January	10 working days
February	10 working days
March	9 working days
April	8 working days
May	7 working days

June	6 working days
July	5 working days
August	4 working days
September	3 working days
October	2 working days
November	1 working day
December	0 working days

(c) A full-time employee stepping down to part-time status, as per Article 30.5 (o), will be paid out any vacation monies owed but not yet paid out for their full-time service and their part-time vacation entitlement shall be based on their length of continuous service.

- 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 **they** 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 **their** course) shall be considered as time worked for the purpose of determining the vacation allowance to which a full-time employee is entitled.

- 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, **their** 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 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 **(2)**, three **(3)**, four **(4)**, five **(5)**, six **(6)**, or seven **(7)** 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.

- 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 23.7 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.

Article 19 – Dismissal Notice or Pay in Lieu Thereof

- 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:
- (a) One (1) weeks' notice in writing or pay in lieu thereof, to

those who have completed sixty (60) or more consecutive days' service as a full-time employee.

- (b) Two (2) weeks' notice in writing or pay in lieu thereof, to those who have completed two (2) or more consecutive years' service.
- (c) Three (3) weeks' notice in writing or pay in lieu thereof, to those who have completed five (5) or more consecutive years' service.
- (d) Four (4) weeks' notice in writing or pay in lieu thereof, to those who have completed eight (8) or more consecutive years' service.
- (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.

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.

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.

19.4 This article shall not be deemed to invalidate an employee's right under Article 31.

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.

Article 20 – Funeral/Bereavement Leave

- 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, for the purpose of ***bereavement***. 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 ***for the purpose of bereavement***.

In the case of death of 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.

- 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 ***or adult interdependent partner***, and same sex spouses are to be recognized by the Company for the provisions of this article.
- 20.4 ***An employee shall be entitled to unpaid bereavement as per Employment Standards Legislation (<http://www.alberta.ca/bereavement-leave.aspx>) for a person the employee is not related to but considers to be like a close relative.***

Article 21 – Maternity Leave

- 21.1 ***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 **they** intend to commence **their** 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 **sixteen (16)** weeks, of which **thirteen (13)** 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 **their** due date.

- 21.2 If a pregnant employee cannot reasonably perform the duties of **their** position, **they** 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 **their** date of return.
- 21.4 The employee shall be returned to **their** former position at the completion of **their** 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.

Article 22 – Parental Leave

- 22.1 Birth **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 **sixty-two (62)** 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 **sixty-two (62)** 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 **their** date of return.
- 22.5 The employee shall be returned to their former position at the completion of **their** 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 **Employees** shall be entitled to an additional two (2) days unpaid leave of absence at the time of the birth of **their** child.
- 22.7 Employees eligible for Alberta Health Care coverage and other benefits shall continue receiving those benefits for the duration of the leave.

Article 23 – Leave of Absence

- 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 **prior to the schedule being posted**, and provided a

suitable replacement can be made available by the Company for the job involved.

- 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.

- 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.

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.

- 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.

23.5 **Extended Leaves**

(a) **Long Distance Travel**

Employees may apply for a leave of absence for out of

country travel and the Company shall be sensitive to their needs taking into consideration previous requests.

An employee's application for a leave of absence must be submitted in writing or electronically to their Department Manager at least sixty (60) days prior to the period for which the leave is intended. It is understood that there may be circumstances where the sixty (60) day time-frame may not be available to the employee and the Company shall consider the employee's request in those instances. The written application must include specific departure and return to work dates.

The Company shall reply in writing or electronically to the employee, with a copy to the Union, within fourteen (14) days. Requests will not be unreasonably denied. If approved, the employee will then provide a copy of their transportation itinerary, with approved dates. Failure to provide the required documentation prior to the commencement of the leave will result in the leave being revoked.

Failure to return to work on the agreed upon 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.

The length of leave of absence shall be governed by need and left to the discretion of the Company.

(b) Education leave

Employees with one (1) or more years of service with

the Company may be granted an education leave of absence for up to one (1) semester per calendar year. Leave of absences must not be concurrent unless approved by the Company.

The employee must have made application to attend an accredited educational institution or program.

All educational leaves of absence will be approved at the Company's discretion. The leave of absence shall terminate should the employee cease to attend the institution or program for which the leave was granted.

(c) The employee(s) will not form part of the "Group" in Article 30.14 (b) while on a leave of absence.

23.6 All requests for leaves of absence must be ***submitted*** in writing ***or electronically*** to the Department ***Manager at least thirty (30) days prior to the period for which leave is intended***, and should provide full details as to the reason for the requested leave. ***It is understood that there may be circumstances where the thirty (30) day time frame may not be available.***

Requests will be considered given the operational requirements of the business. Final approval of leaves of absence shall rest with the ***Department*** Manager. Requests will not be unreasonably denied.

23.7 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.

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.

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.

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.

23.8 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.

23.9 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.

23.10 ***The Leave of Absence provisions contained in the Employment Standards Act (<https://www.alberta.ca/job-protected-leaves.aspx>) as listed below shall apply to all employees.***

- 1) ***Critical Illness Leave***
- 2) ***Long Term Illness and Injury Leave***

- 3) **Citizen Ceremony Leave**
- 4) **Death or Disappearance of Child Leave**
- 5) **Compassionate Care Leave**
- 6) **Domestic Violence Leave**

The Company recognizes that employees sometimes face situations of violence or abuse in their personal lives and when notified, will take reasonable steps to accommodate absences or performance issues arising directly from situations of violence or abuse that occur in the context of close personal relationships.

- i. An employee who requires an unpaid domestic violence leave in excess of ten (10) days shall be entitled to additional time-off in accordance with Article 23.3.***
- ii. The parties shall meet to facilitate a mutually agreed upon transfer, either temporary or permanent, if requested in an expedited fashion with a mutually agreed timeline for such transfer.***

Article 24 – Union's Recognition of Management Rights

- 24.1 The Union agrees that the Management of the Company, including the right to plan, direct, and control store operations; 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.
- 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.

24.3 Employment shall be terminated when:

- (a) An employee misses three (3) consecutive shifts without prior and proper notice unless circumstances beyond the control of the employee prevents such notice.**
- (b) An employee voluntarily quits or is terminated for just cause.**
- (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.**
- (d) An employee has been on layoff and has not worked for a period of six (6) months.**

24.4 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.

Article 25 – Store Visits

25.1 An authorized representative or executive officer of the Union shall be permitted, after **personally** notifying the **Store Manager on duty**, to talk with an employee regarding Union matters during regular working hours. The interview of such employee by the Union **Labour Relations Officer** or executive officer, shall be carried on in a place provided for and designated by the Company. Time taken for such interview in excess of five (5) minutes shall not be on Company time.

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.

25.3 Union Decals

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.

25.4 Representatives Signing In During Store Visits

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.

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.

Where there are concerns by the Company regarding how this policy is working, the Company will discuss any concerns with the Union President or their designate.

Article 26 – Miscellaneous

26.1 **Uniforms**

(a) **Smocks, etc.**

Where the Company requires the employee to wear smocks or aprons, the Company shall provide and repair such smocks and aprons free of cost to the employee.

In the event that an employee is uncomfortably cold due to working area temperature, **they** shall be allowed to dress accordingly, subject to the dress code. In the event the store is uncomfortably warm due to a malfunction in the cooling and ventilation system, employees will be given additional opportunities to drink water as required.

(b) **Clothing**

When the Company implements a uniform vest/shirt, the following will apply. The Company agrees to provide a minimum of two (2) vests/shirts to all employees.

In addition, the Company will provide a replacement vest/shirt upon request by the employee.

(c) **Safety Footwear**

Full-time Receivers and full-time Grocery Clerks who are required to wear steel-toed safety footwear will be paid an allowance of fifty (\$50.00) dollars per year towards the cost.

All employees in the Liquorstore with a minimum of two (2) years of service who are required to wear

safety footwear will be paid an allowance of thirty (\$30.00) dollars per year towards the cost of steel-toed safety footwear.

Safety shoes must be Canadian Standards Approved (CSA).

26.2 The Company shall not request that an employee participates in a polygraph or similar lie detector test.

26.3 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 backroom areas as well as cart areas. The sales area shall be defined as any area within the store where the customers normally shop.
- (c) Courtesy Clerks will not be used to the extent that existing employees doing those duties will suffer a reduction in hours.
- (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).

- (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.

- (f) ***Part-time employees in the Courtesy Clerk Classification who have worked more than two thousand (2000) hours, may request a transfer as a clerk to a Food or General Merchandise Department where there is a vacancy, once during the term of the agreement. Their ability must be consistent with the needs of the vacancy, and if they are transferred, the employee must maintain their same availability or greater for no less than one hundred sixty (160) hours unless as determined otherwise by Management.***

Requests shall be considered on the basis of seniority provided the merit, fitness, and ability are relatively equal among employees requesting a transfer. The Company may waive the two thousand (2000) hour requirement at its discretion. Those matters requiring judgement as to the competency and ability of the employee shall rest with the Company.

Employees granted a transfer will be on probation for a period of up to one hundred sixty (160) hours to demonstrate their ability to perform the work in a satisfactory manner. In the event they are unable to

perform satisfactorily in the new position, they shall be returned to their previous position.

Employees granted a transfer will be placed on the applicable Post-Ratification Food Service Clerk or General Merchandise Clerk wage scale at the same rate of pay and be assigned the corresponding number of class hours. In the event the wage scale does not match exactly, the employee will slot into the next higher rate and be credited with the minimum class hours associated with that wage rate. They shall then be able to exercise their seniority hours in the new department.

26.4 ***Personal mobile devices (eg. your own smartphone or smartwatch) may be used during an employee's working hours, provided the use of their device is in accordance with Company policies and guidelines. The employee must exercise proper judgement and common sense with the use of their device; recognizing health and safety, food safety, and customers come first.***

26.5 **Whistle Blower Protection**

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 ***including health and safety***, food safety, the Company, or any other aspect of the business, providing the issues have been brought to the Company's and Union's attention and the Company has had adequate and reasonable time to address it.

An employee shall not engage in an act of misconduct in the process of speaking out or complaining under this article.

Article 27 – Jury Selection, Jury Duty, and Material Witness

- 27.1 Full-time employees, summoned to jury selection, jury duty, or subpoenaed as a material witness, shall be paid wages amounting to the difference between the amount paid them for such services and the amount they would have earned had they worked on such days. Employees on jury selection, jury duty, or subpoenaed as a material witness, shall furnish the Company with such a statement of earnings as the Courts may supply. This does not apply if the employee is summoned on ***their*** day(s) off. Part-time employees when appearing as a material witness on behalf of the Real Canadian Superstore shall be re-scheduled or paid for lost hours.
- 27.2 Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty, or when acting as a material witness, and actual work on the job in the store in one (1) day shall not exceed eight (8) hours for the purposes of establishing the basic work day. Any time worked in the store in excess of the combined total of eight (8) hours shall be considered overtime and paid as such under the contract.

Article 28 – Health and Safety

- 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.
- 28.2 (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.

(b) **Health and Safety Committees**

A Health and Safety Committee shall be established for each store **and liquor 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.

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.

Meeting minutes shall be posted in the store within fourteen (14) calendar days.

A Labour Relations Officer or their designate shall have the right to attend Health and Safety Committee meetings, to support and coach the Employee representatives, if they provide prior notice of their attendance to the Store Manager and Labour Relations.

(i) **Committee Composition**

1) **Retail Store**

There shall be between two (2) and five (5) employee representatives on each store's committee. There will be equal or more employee representatives than Company representatives. Employee representatives shall be bargaining unit members in the store and shall be appointed by the Union.

Each appointment shall be for a minimum of one (1) year.

2) Liquor Store

The Company and the Union shall appoint a Health and Safety Representative or Committee by mutual agreement. Each appointment shall be for a minimum of one (1) year.

The names of committee members shall be posted in the workplace in places accessible to employees so that all employees can identify their Health and Safety Committee members.

Although employee representatives will be involved in identifying violations of safety procedures, they will not be involved in the discipline of employees.

(ii) Committee Meeting

Meetings shall be scheduled for each month at the beginning of each year and the Company and the Union shall endeavour to have the meetings as scheduled or within one (1) week of the scheduled meeting.

The chairing of meetings will be rotated among the co-chairs (one (1) from the Company representatives and one (1) from the employee representatives) on an alternate basis and the minutes shall be posted in the store.

(iii) Training

Committee Co-Chairs shall be trained in the duties and functions of joint store health and safety committees. Such training will consist of up to eight (8) hours of instruction.

Any committee member, upon giving reasonable notice to the Company, shall be provided time off to attend Company approved safety training programs, seminars, or courses of instruction of up to sixteen (16) hours on an annual basis.

(iv) Time spent attending meetings or training

All time spent in Company approved training and participating in the duties and functions of the Joint Store Health and Safety Committee during their scheduled shift will be with pay.

If an Employee representative is not scheduled to work when a Safety Committee meeting is held, attendance will be voluntary. Any Employee representative who voluntarily attends a Safety Committee meeting will be paid at the straight time rate and further, those hours paid will not result in the payment of overtime elsewhere in the day or week. In addition, there will be no minimum call-in payable pursuant to Article 17.1 for those employees who decide to attend a Safety Meeting on a voluntary basis.

- (c) The Company agrees to comply with the Occupational Health and Safety Act.

- (d) The Company agrees to maintain adequate heating, cooling, and ventilation facilities in each store.
- (e) The existence of the Committee shall not affect employee's rights under Article 31.
- (f) The Company will make First Aid and CPR training available to Assistant **Department Managers**, and to Liquor Store Coordinators and Health and Safety Committee members. ***The Company shall endeavor to provide proper coverage for night shift employees.*** 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.
- (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.

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.

- (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 ***Manager who will, in turn, determine the next step required to address. If a repair or replacement is necessary, it shall be addressed as soon as it is reasonable and practical to do so.***

(i) **Provincial Committee**

The Company and the Union shall meet within the first two (2) months from the start of each year to:

- (a) Review duties, roles, and responsibilities of a store health and safety committee;***
- (b) Review any form(s) or paperwork to be given to store health and safety committees.***

In addition, at the request of either party, a Provincial Executive Joint Health and Safety Committee will be established to meet **in the fall of each year** or more often if mutually agreed to discuss health and safety issues. The committee shall be comprised of **up to three (3) Union representatives and** four (4) to six (6) **member** representatives **distributed as follows:**

- (a) Two (2) from the Calgary area,***
- (b) Two (2) from the Calgary area and,***
- (c) Two (2) from the rural area.***

Company representatives will not exceed the number of Union representatives.

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.

28.4 The Company and the Union endorse the principles contained in the Alberta Human Rights Act.

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 **fifteen** (15) minutes) at their regular hourly rate, subject to the following:

- (a) The employee has used their current door access card and the entrance buzzer and;
- (b) Has notified their **Department Manager** (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 **Department Manager** or keyholder when they are ready to leave the store.

28.6 **Customer Abuse**

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.

Management shall take proactive steps to discourage improper customer behaviour. ***The Company shall post visible signage at Customer Service and Receiving instructing customers and vendors that there is zero tolerance to abuse, impropriety, or rudeness to employees.***

28.7 **Health & Safety**

An employee is required to advise store management at the time they sustain a workplace injury and to participate in the Company's and WCB's disabilities management process. Participation includes, but it is not limited to:

- (a) Maintaining contact with the Department Manager,***

- (b) Promptly returning Modified Duties Forms and/or Attending Physician Statements as soon as they are responsibly able to do so,**
- (c) Attending appointments when required,**
- (d) Reporting for work and performing assigned modified duties within their physical limitations and restrictions,**
- (e) The Company acknowledges its duty to accommodate and the role of the Union in the accommodation process, where appropriate.**

28.8 Employees applying for Weekly Indemnity or WCB Benefits must cooperate with the Company specific to the timely return of modified duties work forms and where medically permitted, cooperatively participate in a modified return to work program.

Article 29 – Cash Shortages

29.1 No employee shall be required to make up cash register shortages unless **they are** 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:

In the event a customer claims **they have** been short-changed by the cashier, the cashier shall notify the Manager and together check the change and daily receipts.

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.

Article 30 – Seniority

- 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. Upon completion of the probationary period, seniority shall then be established retroactive to the commencement of employment.
- 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 sixty (160) hours being equal to one (1) month of full-time service.
- 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
1586 – Seton
1590 – East Village

30.4 Seniority lists shall be established for each of the departments within the stores covered by this Agreement.

30.5 Seniority and employment shall be terminated when:

(a) 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.

(b) 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:

(i) **Fill a vacancy or** displace the most junior employee within the classification within **their** seniority group;

(ii) **Fill a vacancy or** displace the most junior employee whose rate is equal to or less than their current rate outside their classification within the seniority group.

(iii) **An employee exercising their seniority will be restricted to one (1) opportunity to do a job outside their classification in a competent manner.**

(c) Should an employee exercise their seniority outside their classification, **they** 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.

- (d) An employee exercising **their** seniority under (b) above, will be restricted to one (1) opportunity to do a job outside **their** classification in a competent manner.
- (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.
- (e) 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, **they** will be given a reasonable opportunity, as defined above, to perform the job in a competent manner subject to **article 30.5 (b) (ii)**.
- (f) 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 **article 30.5 (b) (ii)**.

Transfers

- (g) 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.
- (h) 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.
- (i) The Company agrees that, in the case of the temporary out-of-town transfer, the employee shall be paid

reasonable travelling and living expenses.

- (j) 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.
- (k) When an employee is transferred within the bargaining unit under contract with United Food and Commercial Workers Canada Union, Local No. 401, **they** will maintain **their** seniority.
- (l) 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.
- (m) 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.
- (n) The Company agrees to give an employee no less than one (1) week of notice of a permanent transfer from one store to another.
- (o) Full-time employees will have a one-time ability to change to part-time status during the term of the current Agreement. Employees exercising this right will remain part-time for the balance of the Agreement. **Employees may make this request during the period of January 10th to November 1st of any given year. Changes will be made in a timely fashion as to not interfere with the efficient operation of the business.** Employees

moving to part-time status will be required to complete a declaration of availability form **as per Article 30.12**.

30.6 (a) Promotions

Promotions and vacancies shall be filled **by department** 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.

Cross-trained employees who have completed their probation period in the cross-trained department(s) will be eligible for promotion as per Article 30.6 (a).

(b) 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 **seventy-six (76)** positions will be maintained in the city for the next six (6) months.

Full time position will be filled within eight (8) weeks.

30.7 Part-Time Employees

In scheduling part-time employees in a department 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.

Senior available anytime employees in the same department scheduling group will be scheduled as many or more hours than junior available anytime employees on a weekly basis. Available anytime employees will be scheduled as many or more than restricted employees on a weekly basis.

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.

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.

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 **they are** desirous of full-time employment. This will not apply in cases where an employee is covering leaves of absence due to maternity, parental, adoption, illness, injury or Union business.

30.10 **Call-In and Extensions**

- (a) In the event an employee is to be called in to work hours that **they have** 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 classification within the department, and provided the additional shift allows them to do so without exceeding the basic work week.**
- (b) **Where it is deemed necessary to extend shifts on short notice, such extensions will be offered to employees in the department whose shift is ending at the time the extension is required by the Company. This will not apply in cases where the extension of the senior employee(s) would result in overtime. Shift extensions will be less than four (4) hours in duration and will not result in a junior employee receiving more hours than a senior employee on a weekly basis unless the senior employee elects not to accept the available shift extension.**

A junior employee shall not receive more hours than a senior employee unless the senior employee

declines or was not available for the shift extension(s) that resulted in them receiving more hours at the end of the week than the senior employee.

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.

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 (***Floating Availability***).

Part-time employees will be required to work according to ***their most recent*** 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.

An employee shall not be allowed to use a Floating Availability (point (ii)) change until a minimum period of eight (8) weeks has elapsed since their last availability change, unless it is to increase the employee's current availability, to return to school, or if agreed to by Management.

Notwithstanding the above, part-time employees shall have the ability to declare a change in their availability if required to fill a promotional opportunity.

Employees shall not exercise a Floating Availability (point

(ii) change until the completion of their probationary period, except in cases where the availability is increasing or they are returning to school. New employees shall be advised at the time of hiring.

(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.

(c) ***An employee must not restrict themselves to the point that they are not available for normal scheduled shifts within the department.***

(d) ***Failure to provide a properly completed Declaration of Availability shall result in the continuance of the previous Declaration of Availability.***

(e) ***Restricted Retail Store employees hired after ratification 2021 must be available to work during the week (Sunday to Saturday) a minimum of three (3) days in five (5) hour blocks.***

Restricted Liquor Store employees hired after ratification 2021 must be available to work during the week (Sunday to Saturday) a minimum of three (3) days in four (4) hour blocks.

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 ***Department Manager*** on or before the Sunday, which falls ***two (2) weeks*** prior to the effective date of the required change. New employees ***will*** be required to complete a “Declaration of

Availability” form on or before the first day of work. Employees shall not be scheduled in a manner inconsistent with their availability.

30.14 Scheduling Guarantees

The following item (a) shall apply in all stores and all departments.

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:

- (a) Article 30.7 notwithstanding, the senior forty (40%) percent of ***unrestricted*** employees in a department, ***shall*** hereafter ***be*** called "the Group", ***and*** be scheduled as follows:
 - (i) The senior one-third (1/3rd) of "the Group" shall receive twenty-eight (28) hours or better;
 - (ii) The next most senior one-third (1/3rd) of "the Group" shall receive twenty-four (24) hours or better;
 - (iii) The least senior one-third (1/3rd) of "the Group" shall receive twenty (20) hours or better.

Eligible Employees	Minimum Hours Received by "Group"			
	# in Group	28 hrs	24 hrs	20 hrs
1	0	0	0	0
2	1	1	0	0
3	1	1	0	0
4	2	1	1	0

5	2	1	1	0
6	2	1	1	0
7	3	1	1	1
8	3	1	1	1
9	4	2	1	1
10	4	2	1	1
11	4	2	1	1
12	5	2	2	1
13	5	2	2	1
14	6	2	2	2
15	6	2	2	2
16	6	2	2	2
17	7	3	2	2
18	7	3	2	2
19-21	8	3	3	2
22-23	9	3	3	3
24-26	10	4	3	3
27-28	11	4	4	3
29-31	12	4	4	4
32-33	13	5	4	4
34-36	14	5	5	4
37-38	15	5	5	5
39-41	16	6	5	5
42-43	17	6	6	5
44-46	18	6	6	6
47-48	19	7	6	6
49-51	20	7	7	6
52-53	21	7	7	7
54-56	22	8	7	7
57-58	23	8	8	7
59-61	24	8	8	8
62-63	25	9	8	8
64-66	26	9	9	8
67-68	27	9	9	9

69-71	28	10	9	9
72-73	29	10	10	9
74-76	30	10	10	10
77-78	31	11	10	10
79-81	32	11	11	10
82-83	33	11	11	11
84-86	34	12	11	11
87-88	35	12	12	11
89-91	36	12	12	12
92-93	37	13	12	12
94-96	38	13	13	12
97-98	39	13	13	13
99-101	40	14	13	13
102-103	41	14	14	13
104-106	42	14	14	14
107-108	43	15	14	14
109-111	44	15	15	14
112-113	45	15	15	15
114-116	46	16	15	15
117-118	47	16	16	15
119-121	48	16	16	16

Restricted employees shall not qualify to be scheduled under this section.

(b) Implementation of the above minimum guarantee of hours for "the Group" shall be subject to the following definitions and/or conditions:

(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 **Article 30.14 (a)**.

- (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.

(c) Front End Guarantee of Hours

- (i) For the purpose of calculating the guarantee of hours in the Front End, it is agreed that there are two (2) departments:

1. Front End
2. Courtesy Clerks

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.

- (d)** 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.

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.

The above will not restrict a **Department Manager** from granting additional days off.

Provided that the employee does not make more than one **(1)**

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.

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.

30.16 New Department

From time to time, the Company may establish new departments according to the following criteria:

- (a) A new group of products or commodities are to be sold or services offered.
- (b) The pre-existing mix of products or commodities is substantially altered to the extent that merchandising and staff requirements are substantially altered.
- (c) Operational changes are required to improve the business.

When a new department is established, the Department **Manager** for that Department will be added to the exclusions under Article 1. ***Employees will be scheduled according to their seniority and availability within the new department.***

30.17 The parties agree that, to enhance the Company's ability to develop **managerial** staff, there shall be created the position of Assistant Department **Manager**. The Assistant Department **Manager** shall be:

- (a) Filled by Available Anytime individuals hired or selected on the basis of their merit, qualifications, ability, and seniority as determined by Management;
- (b) Required to provide all relief for Department **Manager**;
- (c) When not relieving, receiving hours equal to but not more than the senior employee in the Department.
- (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 **Manager** 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.

The rate shall be thirty (\$0.30) cents per hour over the top in the Department. **Persons promoted after ratification shall be paid a rate of:**

- **Food Department – twenty (\$20.00) dollars per hour**
- **GM Department – eighteen (\$18.00) dollars per hour**

until their class hours provide for an increase on the applicable progression scale above twenty (\$20.00 Food) dollars or eighteen (\$18.00 GM) dollars, at which point they would be paid thirty (\$0.30) cents per hour above their rate of pay.

Article 31 – Grievances

- 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.

31.2 Grievances must be submitted to the Company, in writing, not later than **twenty-one (21)** days from the event giving rise to the grievance, or within **fourteen (14)** days of the termination or it shall be waived by the aggrieved party.

31.3 Reprimands

(a) No employee shall be subjected to a disciplinary interview, **or an interview where the Company has concluded that an employee, absent some explanation, has committed an offence deserving discipline**, 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 **Labour Relations Officer** and advise them at least twelve (12) hours in advance that a disciplinary meeting will be held **unless the parties agree to an alternative time for the meeting**.

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.

In the event that a Shop Steward or Union **Labour Relations Officer** 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 **Labour Relations Officer**.

- (b) Employees may request their right to the presence of a Shop Steward, or in **their** absence, another member of the bargaining unit as selected by the employee during random security check of bags, purses, and parcels.
- (c) ***If the disciplinary interview involves a Steward or an Assistant Department Manager, the interview shall be conducted in the presence of a Union Labour Relations Officer or their designate.***
- (d) If the Steward, Union **Labour Relations Officer** or another member of the bargaining unit is present in accordance with (a) or (b) above **they** may advise the employee.
- (e) Reprimands and suspensions will be removed from an employee's personnel file ***if the employee's record is discipline free for eighteen (18) months of employment (excluding leave of absences) from the date of the last disciplinary action so recorded.***
- (f) 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.
- (g) A "disciplinary interview" is defined as a meeting with an employee where the Company is contemplating disciplining the employee.

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 **seven (7)** days; then within **fourteen (14)** days;

2nd Step: The Union **Labour Relations Officer(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.

Article 32 – Board of Arbitration

32.1 Either of the parties may, within **fourteen (14)** 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.

The recipient of the notice shall within **seven (7)** days inform the other party of the name of its nominee to an Arbitration Board.

The parties may mutually agree to select a single Arbitrator in lieu of a three (3) person Arbitration Board.

The two (2) appointees so selected, shall, within **seven (7)** 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.

No person who was involved in the negotiation of the Agreement will serve on a panel.

32.2 Expedited Arbitration

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 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.

An arbitration shall be scheduled within sixty (60) days and an award shall be written within sixty (60) days of the hearings conclusion.

Article 33 – Respect and Dignity

33.1 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. The Company recognizes the need to hire, maintain, and promote managerial officials who recognize the importance of dignity and respect in the workplace.

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, **they** will be limited to referring the case to the following dispute resolution process:

- (a) The matter will be referred to a mediator from an agreed list of suitable mediators.
- (b) If the matter is not resolved through direct mediation, the mediator will write a report outlining **their** 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.

Article 34 – Transportation

- 34.1 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.

Article 35 – Lockers

- 35.1 The Company will make individual lockers available to full-time employees for the duration of their employment.

The Company shall, as far as it is reasonably practical, maintain lockers in good repair.

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.

When doing a locker clean-up, a Steward will be present.

Article 36 – Voting Privileges

36.1 The Company agrees that ***they*** will fully comply with any law requiring that the employee be given time off to vote.

Article 37 – Trusteed Dental Plan

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 ***fifteen dollars and ninety-one (\$15.91) cents*** 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.

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.

Article 38 – The Company Weekly Indemnity Plan

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 (\$2,000.00) dollars.

38.1 The Company agrees to pay one hundred (100%) percent of Alberta Health Care Premiums for full-time employees.

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 **they** first failed to meet it before **they are** disqualified.

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.

38.4 The Company will not require doctor's certificates from employees unless:

(a) The employee has been formally advised that their 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.

38.5 Long Term Disability (LTD)

The Company will pay seventy-five (75%) percent of the premiums for full-time employees.

38.6 Life Insurance

The Company will pay seventy-five (75%) percent of the premiums for full-time employees.

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.

38.8 Orthotics

The Company will reimburse the full-time employee fifty (50%) percent once per year.

38.9 Drug Coverage

(a) 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.

(b) ***The Company will introduce a full-time employee direct payment card for prescription drugs, effective no later than January 2nd, 2022.***

38.10 ***The Company will pay up to three hundred-fifty (\$350.00) dollars per full-time employee per calendar year for the combined services of an athletic therapist, physiotherapist or chiropractor.***

Article 39 – Technological Change

39.1 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 #17 Re: Personal Assurance of Full-Time Employment.

Article 40 – Health & Welfare Trust Fund

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-seven (\$0.27)** 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 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 shall be implemented, consistent with the financial ability of the Trust Fund to provide for those benefits.

The Company agrees to increase its contribution to the fund by an additional two (\$0.02) cents per hour on the fourth anniversary of the Agreement should the trustees determine it necessary.

Article 41 – Vision Care

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 fifty (\$250.000)** 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 fifty (\$250.00)** dollars (with no deductible) in a twenty-four (24) month period.

Article 42 – Employee Rights

The Company recognizes, as far as it is reasonably practical to do so, the following employee rights:

- ***The right to a safe and healthy workplace;***
- ***The right to be free from discrimination, intimidation, and harassment;***
- ***The right to be informed of all workplace rights, obligations, policies, and rules;***
- ***The right to training for work performed in accordance with current practices and procedures;***
- ***The right to statutory benefits, rights, and privileges.***

Article 43 – Expiration and Renewal

43.1 This Agreement is effective from the date of ratification to **October 31st, 2026**, and shall remain in force thereafter in accordance with the applicable provisions of the Labour Relations Code of the Province of Alberta.

For the Company:

For the Union:

Company Committee:

Roger Bockstael
Alex Vazquez
Sean McLennan
Barry Jimenez
Ryan Michel
Dena Thomas

Union Committee:

Myrna Switzer
Colleen Ewen
Hassiba Aboudrhmeine
Starla Valentini
Sharon Fraser
Maria Sarmiento
Arlene Soames
Kevin Saunders
Charmaine St. Germain
Erin Alyward
Charlene Ten Have
Veronique Caron
Ron Klassen
Karen Ekstrom
Monique Maglalang Larabie
Shelly Welz
Liberty Kerstens
Laurie Schafer
Loreen Whitmarsh
Kyle Sandau
Arnel Bauda
Carah Munroe
Lori Sallee
Rex Hanasiewics
Jeff Clark
Jeff Ible
Sam Nuako
Chris O'Halloran

This Collective Agreement was ratified on ***October 31, 2021.***

APPENDIX “A” – WAGE RATES

Retroactive Payment

All employees within the following classifications: Food Service Clerk, GM Clerk, Meat Cutters & Bakers, Pharmacy Assistants, Pharmacy Technicians, Liquor Stores, and Courtesy Clerks to receive two (2%) on Date of Ratification (DOR) percent of gross wages retroactive payment on hours worked since expiry.

OverScale /Top Rate

All active employees who are at top rate or over scale as of the Date of Ratification (DOR) or on the contract anniversary every year will receive the following wage increases or lump sums payments are highlighted in green in the following scales:

Annual Increases				
Oct 31, 2021	2022	2023	2024	2025
2% retro DOR*	1% lump	1% lump	1.5%	2%
1.50% DOR*				

* Date of Ratification (DOR)

Food Clerk

Progression Scale						
Hour Ranges	Current	Oct 31, 2021	2022	2023	2024	2025
0	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
500	\$15.00	\$15.10	\$15.10	\$15.10	\$15.10	\$15.10
1000	\$15.00	\$15.20	\$15.20	\$15.20	\$15.20	\$15.20
1500	\$15.00	\$15.30	\$15.30	\$15.30	\$15.30	\$15.30
2000	\$15.00	\$15.40	\$15.40	\$15.40	\$15.40	\$15.40
2500	\$15.00	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
3000	\$15.00	\$15.60	\$15.60	\$15.60	\$15.60	\$15.60
3500	\$15.00	\$15.70	\$15.70	\$15.70	\$15.70	\$15.70
4000	\$15.00	\$15.80	\$15.80	\$15.80	\$15.80	\$15.80
4500	\$15.00	\$15.90	\$15.90	\$15.90	\$15.90	\$15.90
5000	\$15.15	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
5500	\$15.50	\$16.10	\$16.10	\$16.10	\$16.10	\$16.10
6000	\$15.85	\$16.20	\$16.20	\$16.20	\$16.20	\$16.20
6500	\$16.20	\$16.30	\$16.30	\$16.30	\$16.30	\$16.30
7000	\$16.55	\$16.55	\$16.55	\$16.55	\$16.55	\$16.55
7500	\$16.90	\$16.90	\$16.90	\$16.90	\$16.90	\$16.90
8000	\$17.25	\$17.25	\$17.25	\$17.25	\$17.25	\$17.25
8500	\$17.60	\$17.60	\$17.60	\$17.60	\$17.60	\$17.60
9000	\$17.95	\$17.95	\$17.95	\$17.95	\$17.95	\$17.95
9500	\$18.30	\$18.30	\$18.30	\$18.30	\$18.30	\$18.30
10000	\$20.90	\$21.21	\$21.21	\$21.21	\$21.53	\$21.96

Overscale	\$22.60	\$22.94	\$22.94	\$22.94	\$23.28	\$23.75
	\$24.45	\$24.82	\$24.82	\$24.82	\$25.19	\$25.69
	\$26.90	\$27.30	\$27.30	\$27.30	\$27.71	\$28.27
	\$27.79	\$28.21	\$28.21	\$28.21	\$28.63	\$29.20

GM Clerk

Progression Scale						
Hour Ranges	Current	Oct 31, 2021	2022	2023	2024	2025
0	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
500	\$15.00	\$15.10	\$15.10	\$15.10	\$15.10	\$15.10
1000	\$15.00	\$15.20	\$15.20	\$15.20	\$15.20	\$15.20
1500	\$15.00	\$15.30	\$15.30	\$15.30	\$15.30	\$15.30
2000	\$15.00	\$15.40	\$15.40	\$15.40	\$15.40	\$15.40
2500	\$15.00	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
3000	\$15.00	\$15.60	\$15.60	\$15.60	\$15.60	\$15.60
3500	\$15.00	\$15.70	\$15.70	\$15.70	\$15.70	\$15.70
4000	\$15.00	\$15.80	\$15.80	\$15.80	\$15.80	\$15.80
4500	\$15.00	\$15.90	\$15.90	\$15.90	\$15.90	\$15.90
5000	\$15.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
5500	\$15.00	\$16.10	\$16.10	\$16.10	\$16.10	\$16.10
6000	\$15.25	\$16.20	\$16.20	\$16.20	\$16.20	\$16.20
6500	\$15.55	\$16.30	\$16.30	\$16.30	\$16.30	\$16.30
7000	\$15.85	\$16.40	\$16.40	\$16.40	\$16.40	\$16.40
7500	\$16.15	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50
8000	\$16.45	\$16.60	\$16.60	\$16.60	\$16.60	\$16.60
8500	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75
9000	\$17.05	\$17.05	\$17.05	\$17.05	\$17.05	\$17.05
9500	\$17.45	\$17.45	\$17.45	\$17.45	\$17.45	\$17.45
10000	\$17.85	\$18.12	\$18.12	\$18.12	\$18.39	\$18.76

Overscale	\$19.55	\$19.84	\$19.84	\$19.84	\$20.14	\$20.54
	\$21.40	\$21.72	\$21.72	\$21.72	\$22.05	\$22.49
	\$25.00	\$25.38	\$25.38	\$25.38	\$25.76	\$26.27

Liquor Clerk

Progression Scale						
Hour Ranges	Current	Oct 31, 2021	2022	2023	2024	2025
0	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
500	\$15.00	\$15.10	\$15.10	\$15.10	\$15.10	\$15.10
1000	\$15.00	\$15.20	\$15.20	\$15.20	\$15.20	\$15.20
1500	\$15.00	\$15.30	\$15.30	\$15.30	\$15.30	\$15.30
2000	\$15.00	\$15.40	\$15.40	\$15.40	\$15.40	\$15.40
2500	\$15.00	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
3000	\$15.00	\$15.60	\$15.60	\$15.60	\$15.60	\$15.60
3500	\$15.00	\$15.70	\$15.70	\$15.70	\$15.70	\$15.70
4000	\$15.00	\$15.80	\$15.80	\$15.80	\$15.80	\$15.80
4500	\$17.20	\$17.46	\$17.46	\$17.46	\$17.72	\$18.07
Overscale	\$19.05	\$19.34	\$19.34	\$19.34	\$19.63	\$20.02

Courtesy Clerk

Progression Scale						
Hour Ranges	Current	Oct 31, 2021	2022	2023	2024	2025
0	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
500	\$15.00	\$15.10	\$15.10	\$15.10	\$15.10	\$15.10
1000	\$15.00	\$15.20	\$15.20	\$15.20	\$15.20	\$15.20
1500	\$15.00	\$15.30	\$15.30	\$15.30	\$15.30	\$15.30
2000	\$15.00	\$15.40	\$15.40	\$15.40	\$15.40	\$15.40
2500	\$15.00	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
3000	\$15.00	\$15.60	\$15.60	\$15.60	\$15.60	\$15.60
3500	\$15.00	\$15.70	\$15.70	\$15.70	\$15.94	\$16.25
Overscale	\$16.25	\$16.49	\$16.49	\$16.49	\$16.74	\$17.08

Pharmacy Assistant

Progression Scale						
Hour Ranges	Current	Oct 31, 2021	2022	2023	2024	2025
0	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
500	\$15.00	\$15.10	\$15.10	\$15.10	\$15.10	\$15.10
1000	\$15.25	\$15.25	\$15.25	\$15.25	\$15.25	\$15.25
1500	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75
2000	\$16.25	\$16.25	\$16.25	\$16.25	\$16.25	\$16.25
2500	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75
3000	\$17.25	\$17.25	\$17.25	\$17.25	\$17.25	\$17.25
3500	\$17.75	\$17.75	\$17.75	\$17.75	\$17.75	\$17.75
4000	\$18.15	\$18.15	\$18.15	\$18.15	\$18.15	\$18.15
4500	\$23.30	\$23.65	\$23.65	\$23.65	\$24.00	\$24.48

Overscale	\$25.15	\$25.53	\$25.53	\$25.53	\$25.91	\$26.43
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Pharmacy Regulated Technician

Progression Scale						
Hour Ranges	Current	Oct 31, 2021	2022	2023	2024	2025
0	\$23.20	\$23.20	\$23.20	\$23.20	\$23.20	\$23.20
500	\$23.40	\$23.40	\$23.40	\$23.40	\$23.40	\$23.40
1000	\$23.60	\$23.60	\$23.60	\$23.60	\$23.60	\$23.60
1500	\$23.80	\$23.80	\$23.80	\$23.80	\$23.80	\$23.80
2000	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00
2500	\$24.20	\$24.20	\$24.20	\$24.20	\$24.20	\$24.20
3000	\$24.65	\$24.65	\$24.65	\$24.65	\$24.65	\$24.65
3500	\$25.10	\$25.10	\$25.10	\$25.10	\$25.10	\$25.10
4000	\$25.55	\$25.55	\$25.55	\$25.55	\$25.55	\$25.55
4500	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
5000	\$28.80	\$29.23	\$29.23	\$29.23	\$29.67	\$30.26

Meat Cutter/ Baker

Progression Scale						
Hour Ranges	Current	Oct 31, 2021	2022	2023	2024	2025
0	\$15.00	\$15.45	\$15.45	\$15.45	\$15.45	\$15.45
500	\$15.00	\$15.60	\$15.60	\$15.60	\$15.60	\$15.60
1000	\$15.00	\$15.80	\$15.80	\$15.80	\$15.80	\$15.80
1500	\$15.00	\$16.15	\$16.15	\$16.15	\$16.15	\$16.15
2000	\$15.00	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50
2500	\$15.10	\$16.85	\$16.85	\$16.85	\$16.85	\$16.85
3000	\$15.60	\$17.35	\$17.35	\$17.35	\$17.35	\$17.35
3500	\$16.10	\$17.85	\$17.85	\$17.85	\$17.85	\$17.85
4000	\$16.60	\$18.35	\$18.35	\$18.35	\$18.35	\$18.35
4500	\$24.60	\$24.97	\$24.97	\$24.97	\$25.34	\$25.85

Overscale	\$26.45	\$26.85	\$26.85	\$26.85	\$27.25	\$27.79
	\$26.80	\$27.20	\$27.20	\$27.20	\$27.61	\$28.16
	\$29.05	\$29.49	\$29.49	\$29.49	\$29.93	\$30.53
	\$30.45	\$30.91	\$30.91	\$30.91	\$31.37	\$32.00

Optical Technician

Progression Scale						
Hour Ranges		Oct 31, 2021	2022	2023	2024	2025
0		\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
500		\$15.10	\$15.10	\$15.10	\$15.10	\$15.10
1000		\$15.25	\$15.25	\$15.25	\$15.25	\$15.25
1500		\$15.75	\$15.75	\$15.75	\$15.75	\$15.75
2000		\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
2500		\$16.25	\$16.25	\$16.25	\$16.25	\$16.25
3000		\$16.50	\$16.50	\$16.50	\$16.50	\$16.50
3500		\$16.75	\$16.75	\$16.75	\$16.75	\$16.75
4000		\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
4500		\$17.30	\$17.30	\$17.30	\$17.30	\$17.30
5000		\$17.70	\$17.70	\$17.70	\$17.70	\$17.70
5500		\$18.10	\$18.10	\$18.10	\$18.10	\$18.10
6000		\$18.50	\$18.50	\$18.50	\$18.78	\$19.15

Appendix "B"

Pension

The Company agrees to participate in and contribute to the CANADIAN COMMERCIAL WORKERS' INDUSTRY PENSION PLAN.

The Company agrees to increase the level of contribution in the Canadian Commercial Workers' Industry Pension Plan as negotiated in the Master Agreement.

Contributions, along with a list of employees for whom they have been made, the amount of the weekly contribution for each employee, and the number of hours worked or paid according to the above, shall be forwarded by the Company within the twenty-one (21) days after the close of the Company's four (4) or five (5) week accounting period. The Company agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.

Pension matters are currently being negotiated into a National Pension Trust Agreement with Loblaw. Details will be forthcoming.

Appendix "C"

Education & Training Fund

The Company agrees to make a contribution to the United Food & Commercial Workers Canada Union, Local No. 401 Education and Training Fund of **ten (\$0.10)** cents per hour for each hour that the Company pays dental contributions on, as per Article 37. The Company will commence payment the first accounting period following ratification.

Company contributions shall increase by:

- (a) an additional two (\$0.02) cents per hour effective the first full pay period following the third anniversary.***
- (b) an additional two (\$0.02) cents per hour effective the first full pay period following the fifth anniversary.***

Appendix "D"

Fort McMurray Superstore **Additional** Premiums
(employees hired prior to ratification 2021)

Store	Anytime Premium	Cashier Weekend Premium (Friday 6pm – Sun 11pm)
1548	\$3.25	\$2.00

Appendix “E”

Fort McMurray Liquorstore **Additional** Premiums
(employees hired prior to ratification 2021)

Store	Anytime Premium
1648	\$3.25

Letters of Understanding

1. **Initial Training**

Initial Front End training of twenty-five (25) hours shall not be considered part of the schedule.

2. **Second Department Manager**

The parties agree that a Second ***Department Manager*** 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 ***Department Managers*** may be appointed and trained in each store. The total number of ***Department Manager*** 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 ***Department Manager*** 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 ***Department Manager*** in training who knows all there is to know about stocking, baking, cutting meat, etc., should only be trained in the other aspects of the ***Department Manager's*** job.

3. Store Support Crew Department

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:

- With the exception of one (1) **Department Manager** 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 performing work will have the first opportunity for overtime hours.
- Store Support Crew personnel will be paid any eligible premiums applicable to the work location.

The Company may elect to manage a store renovation or special project by utilizing store employees and engaging in a “sign up” process, as follows:

- (a) Store determines what departments are impacted,***
- (b) Employees in the impacted departments are scheduled to perform the work where suitable,***
- (c) In the event all available employees within the affected departments are scheduled to their full availability to a***

maximum of thirty-six (37) hours per week and there remains a shortage of employees to perform the necessary work, the following shall occur:

- (i) The Company will post notices and review in huddles the scope and requirements of the work needed to be done for employees outside of the affected department in the immediate location of the renovation or special project,***
- (ii) "Sign up" sheets will be available for those employees interested in being considered,***
- (iii) Employees that have signed up from other departments will be considered based on their availability, ability to perform the required work, and seniority,***
- (iv) Those selected must provide their own CSA approved safety footwear,***
- (v) General Merchandise employees so assigned would be paid the Food Service Clerk rate if the work performed is in a Food Department,***
- (vi) Food Service Clerk employees will maintain their rate of pay, regardless of where they perform these duties.***

In the event there remains a shortage of employees to perform the necessary work following the above mentioned, the Company will contact the Union to discuss next steps.

4. Twenty-Four (24) Hour *Shopping* Store Opening

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 ***Front-End, Pharmacy, and Optical*** employees a minimum of three (3) weeks in advance of the change.

It is understood that for ***pre-ratification 2021 Front-End, Pharmacy, and Optical*** employees, available anytime status would be maintained provided that the anytime employee is available for the same block of hours within ***the*** department 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.

5. 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.

6. Anti-Fatigue Mats

The parties recognize the need for effective anti-fatigue mats to be placed at the check-stands, customer service, and in appropriate production areas.

The Company shall review future needs within production departments as requested by the Union. Where employees are required to stand in a single spot within their work area for several hours the appropriate mat, similar or the same as those being supplied for Meat, Bakery, Deli, and Salad Bar, will be supplied.

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. If the Union and the Company cannot agree on the most suitable mat to use, the matter may 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.

The parties agree that the foregoing paragraph does not preclude either party from grieving any dispute that may arise with respect to the anti-fatigue mats.

When either party raises an issue regarding the supply of anti-fatigue mats, the parties agree to meet to discuss the issue.

7. 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 **any** branding **other than the manufacturer's name and absent of any slogans other than those approved by the Company.**
- (b) The size is one (1 L) litre or smaller.
- (c) Cashiers **and Joe Fresh employees** will store the bottle under the counter. Bottles are not to be present on the sales floor when the store is open **and are only permitted in designated areas that do not compromise Food Safety practices.**

Employees must exercise common courtesy with customers when consuming water.

8. Real Canadian Liquor Store

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:

A **Store** Manager and one (1) Department **Manager** 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.

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.

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.

In the event that there is a full-time bargaining unit employee appointed in some stores, that employee must be able to **and shall** perform the responsibilities of a coordinator.

9. Hand Sanitizers

The Company will make a hand sanitizer readily available for all employees, **where hand washing stations are not available.**

10. Hosts

After ratification, the Company agrees to include the Host position in the bargaining unit. Hosts shall be classified on the Food Service Clerk scale.

11. 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.
- (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, 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, will be *re-classified* as part-time Meat Cutters and ***shall be moved to the Meat Cutter scale to be assigned the start rate or the hourly rate that is next highest to their current rate, whichever is greater, and assigned the corresponding class hours.***

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.

12. Bakery Department Trainees

In the event the Company re-introduces scratch baking into the Bakery, 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 Service Clerk hours in line with seniority.
- (h) At the completion of two thousand (2,000) hours, the trainees, will be **re-classified** as part-time Bakers and **shall be moved to the Bakers scale to be assigned the start**

rate or the hourly rate that is next highest to their current rate, whichever is greater, and assigned the corresponding class hours.

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.

13. Outside Suppliers

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 ***as needed and*** during the JLM meeting. Any additional vendors in excess of ***those names*** will be used in a one to one ratio with a bargaining unit employee.

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.

14. Department Managers

- (a)** Any one above the rank of Assistant ***Department Manager*** shall not perform any bargaining unit work in excess of four (4) hours per day in the store.
- (b)** All those identified in **(a)** above will not prevent employees from receiving a call in.
- (c)** Department ***Managers*** 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 **(a)** above.

15. Commitment to Compliance

The Company **and the Union are** committed to complying with the terms and conditions of the Collective Agreement.

The Company **and the Union are** committed to administering this Collective Agreement with the intent of promoting co-operation and harmony and fostering efficiency and service through the full and fair administration of the terms and provisions contained within.

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.

The Committee will consist of senior local Management, Labour Relations Manager(s), **Senior Union Officials**, full-time Union **Labour Relations Officers** and up to six (6) bargaining unit employees.

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 **(1)** meeting per year.

16. Registered Pharmacy Technicians

The parties agree that the following provisions will be used for the life of the Collective Agreement regarding Regulated Licensed Pharmacy Technicians in the Real Canadian Superstores operating in the province of Alberta.

- 1. Regulated Licensed Pharmacy Technicians will form a separate classification. Eligible employees must***

possess a valid Registered Technician certificate and be registered with the Alberta College of Pharmacy. Seniority shall govern the filling of vacant positions for internal promotions provided the senior Regulated Licensed Pharmacy Technician has the merit, fitness, and ability to perform the work.

- 2. The Company will at its sole discretion determine the number of Regulated Licensed Pharmacy Technicians required as well as the stores where these employees may work and who may be hired to this position.***
- 3. Internal Pharmacy Assistants promoted to the position of Regulated Licensed Pharmacy Technician will move to the next highest rate on the Regulated Licensed Pharmacy Technician scale.***
- 4. The probationary period for Regulated Licensed Pharmacy Technicians shall be:***
 - (a) promoted from within shall be eighty (80) hours worked;***
 - (b) hired externally shall be two hundred forty (240) hours worked.***
- 5. Regulated Licensed Pharmacy Technicians will be scheduled as a separate seniority group within the Pharmacy department and part-time Regulated Licensed Pharmacy Technicians shall be eligible to receive a guarantee of hours. The total number of part time unionized employees within the pharmacy shall determine the actual number of guarantees to be allocated to the most senior employees regardless of what schedule and classification they appear on, within the pharmacy.***

17. Personal Assurance of Full-Time Employment

Subject to an agreement on a **five (5)** year term from the date of expiry to **2026**, the Company is prepared to renew the “Personal Assurance of Full-Time Employment” letter. This would apply to all employees in Calgary and area who are full-time as of the date of ratification. This assurance of full-time employment shall continue for the duration of the next Collective Agreement.

The assurance of full-time employment will not apply in the case of just cause dismissal unless reinstated by arbitration or agreement between the Company and the Union. In the event of the closure of a store in a one-store town, full-time employees would have to move to another location in another town in order to maintain full-time employment. The assurance of full-time employment will not apply in the case of an Assistant **Department Manager** going to part-time status as a result of not accepting a **managerial** position.

This letter of Agreement is part of the Collective Agreement and will expire in the year **2026** when the current Collective Bargaining Agreement expires.

18. Buyout Option

The Company **may** make available to all Clerks earning **fifteen (\$15.00)** dollars or more, a voluntary buyout as per the following Buyout Schedule. The employees accepting the buyout shall be deemed to have terminated their services with the Company and will have no right of recall or re-employment with the Company. Calculation of the amount of the buyout as indicated below shall be based on a calculation of average weekly hours. For this purpose, the average number of hours will be based on hours worked or paid over the previous fifty-two (52) weeks prior to the buyout offer. Periods of time during

which an employee was on maternity leave, parental leave, adoption leave or WCB benefits, will not be counted as time worked for the purpose of calculating the average. The Company reserves the right to make the final determination as to the number of employees who may participate in the program and their departure dates. The Union will be provided with copies of all buyout applications.

HOURLY RATE	52 WEEK AVERAGE HOURS									
	0 – 3.99	4.00 – 7.99	8.00 – 11.99	12.00 – 15.99	16.00 – 19.99	20.00 – 23.99	24.00 – 27.99	28.00 – 31.99	32.00 – 35.99	36.00 + (FT)
\$22.00 +	\$2,467	\$7,398	\$12,289	\$16,797	\$21,307	\$25,524	\$29,612	\$33,578	\$37,248	\$40,000
\$21.00 - \$21.99	\$2,271	\$6,812	\$11,313	\$15,432	\$19,552	\$23,379	\$27,076	\$30,653	\$33,932	\$36,393
\$20.00 - \$20.99	\$2,072	\$6,215	\$10,318	\$14,039	\$17,761	\$21,190	\$24,489	\$27,667	\$30,549	\$32,711
\$19.00 - \$19.99	\$1,873	\$5,618	\$9,323	\$12,646	\$15,970	\$19,001	\$21,902	\$24,682	\$27,166	\$29,030
\$18.00 - \$18.99	\$1,674	\$5,021	\$8,328	\$11,253	\$14,179	\$16,812	\$19,315	\$21,697	\$23,783	\$25,348
\$17.00 - \$17.99	\$1,475	\$4,424	\$7,333	\$9,860	\$12,388	\$14,623	\$16,728	\$18,712	\$20,400	\$21,667
\$16.00 - \$16.99	\$1,276	\$3,827	\$6,338	\$8,467	\$10,597	\$12,434	\$14,141	\$15,727	\$17,017	\$17,985
\$15.00 - \$15.99	\$1,077	\$3,192	\$5,343	\$7,074	\$8,806	\$10,245	\$11,554	\$12,742	\$13,634	\$14,303

19. Faith Observance

Each year, employees may request unpaid time off to observe holy days generally recognized by followers of their sincerely-held religious beliefs. The employee may be required to provide confirmation of their affiliation by a confirmed religious leader. All requests for time off for the upcoming calendar year must be made by February 28th of each year. The Company will make the final determination taking into consideration previous requests and may be required to limit the number granted in the event of

multiple requests for the same day(s). The Company shall notify all affected employees by March 31st. Requests will not be unreasonably denied and will be subject to the needs of the business as determined by the Company.

20. National Indigenous People's Day

Each year, employees may request unpaid time off in respect of National Indigenous People's Day. All requests for time off for the upcoming calendar year must be made by February 28th of each year. The Company will make the final determination taking into consideration previous requests and may be required to limit the number granted in the event of multiple requests for the same day. The Company shall notify all affected employees by March 31st. Requests will not be unreasonably denied and will be subject to the needs of the business as determined by the Company.

21. Shift Marketplace

The Company will be introducing "Shift Marketplace" wherein a pool of shifts, offered or unfilled, may be made available online through the Dynamic Scheduling application. Unfilled shifts are defined as those that were not scheduled or assigned to employees in a store through the posted work schedule.

(a) On a voluntary basis:

(i) Interested part-time employees may claim shifts from a pool in their primary or additional job codes within their home store.

(ii) Interested part-time employees may offer their

existing shifts to the pool within their home store no later than twenty-four (24) hours before its start time. If the shift offered is unclaimed up to two (2) hours before the shift start, the part-time employee is required to work that shift.

(iii) Interested part-time employees may select work shift assignments on a first-come-first serve basis, provided they have the skill, ability, and knowledge to perform the work and are available. A part-time employee can claim multiple shifts but only claim one (1) shift at a time. Selection of work assignments will not be unreasonably denied by the Company.

(iv) Part-time employees can then work shifts such that their combined total weekly hours (through posted work schedule(s) and Shift Marketplace) do not exceed a maximum of thirty-seven (37) hours per week. Article 30.9 shall not apply in these circumstances.

(b) Call-ins (Additional Hours-Shift Pick up)

(i) Where the Company initiates a call-in, and after exhausting the existing call-in procedure in the Collective Agreement, the call-in shift may be offered through “Shift Marketplace”.

22. Hired at Two (2) Corporate Stores (TBD)

Part-time employees can now be hired to simultaneously hold more than one (1) position and be scheduled in two (2) stores. Employees will accrue Class Hours concurrently; Seniority Hours shall be accrued within the bargaining unit.

23. Full-time Scheduling Flexibility – Food Service Clerks and GM Clerks

- (a) Full-time employees may on a voluntary basis, be scheduled in more than one (1) department and may perform work in multiple departments.**
- (b) Part-time employees who did not have a written full-time request letter (as per Article 30.8) on file prior to April 17th, 2021 and who are hired or promoted to full-time may be scheduled in more than one (1) department and may perform work in multiple department(s).**

24. Part-time Cross-Training

The parties recognize that cross training Retail Store employees will be a beneficial avenue to allow part-time employees to access more scheduled hours in different departments maintaining the Company's option to schedule current employees or hire new employees, as outlined below.

A part-time employee who is desirous of being cross-trained, shall inform the Company in writing, of their willingness to be cross-trained. The Company shall post a notice twice per year (March and September) in the store to remind part-time employees of this opportunity. The Company will maintain a running list of potential candidates in each store and agrees to give full consideration to the employee's request in the following way:

- (a) The Company will consider the list of interested candidates in order of seniority when it decides to**

initiate cross-training. The Company will not unreasonably deny requests. Once a candidate has been selected for cross-training, they will be removed from the running list in order that other potential candidates be given consideration. Employees do not have the right to exercise a preference to work in a specific department(s) and are limited to cross-training within their current classification. Where a candidate declines cross-training, their name shall be maintained on the list and they may be provided with a further cross-training opportunity should one arise.

A cross-trained employee can re-apply in writing for additional cross-training and will be placed at the bottom of the cross-training list. These employees will be considered on a first-come-first serve basis for additional cross-training once the list of employees desirous of initial cross training is exhausted.

Where a cross-trained employee's hours in an additional department(s) are materially reduced on an ongoing basis due to business circumstances (excluding downward seasonal sales fluctuations), the employee may re-apply to the running list of interested candidates and the Company will not unreasonably deny such requests.

- (b) Employees selected to be cross-trained must, at minimum, maintain the cross-training availability of four (4) days a week (Sunday to Saturday) in five (5) hour blocks. Employees shall be required to serve a probationary period of one hundred and sixty (160) hours in the department for which they are cross-trained. In the event an employee does not maintain the minimum availability requirement and/or does not successfully complete the required probationary***

period, they will no longer be scheduled in the additional department.

- (c) *Part time employees who have been cross-trained may also be scheduled in additional departments. In such instances, the cross-trained employee shall be considered the most junior employee for purposes of scheduling in that department, such that they receive an equal or lesser amount of weekly hours in that department, relative to a senior employee in that department who has the skill, ability, knowledge to perform the work and is available.***

Where two (2) or more cross-trained employees are scheduled in the same additional department, seniority for purposes of scheduling shall be based on length of service within the department.

- (d) *The Company may choose to hire a new employee as opposed to scheduling cross-trained employees in additional departments. There is no requirement to provide hours beyond the employee's primary department schedule.***

Employees who have been cross-trained may be moved to a new primary department at any time by mutual agreement between the Company and the employee concerned. Employees shall maintain their seniority and rate of pay in accordance with Article 30.5 (p).

- (e) *Cross-trained employees may be scheduled more total weekly hours than a senior employee in their primary department as a result of being cross-trained and scheduled in additional departments.***

- (f) *It is understood that employees receiving a scheduling guarantee as outlined in Article 30.14, shall receive those hours in their primary department and any cross-training scheduled shift(s) would be in addition to that guarantee.*
- (g) *Once the Company has exhausted the list of internal cross-training candidates and/or no employees have made their intentions known by signing-up on the running list of potential cross-training candidates at the time the Company decides to initiate cross-training, the Company shall be free to cross-train interested employees of its choosing, including “new hire” employees.*

25. Rotation of Scheduled Work on General Holidays

When a Department Manager schedules a top rate or over-scale full-time or top rate or over-scale available anytime employee to work on a General Holiday, other full-time or available anytime employees in the job classification who are at top rate or over-scale and who have not been scheduled on a General Holiday shall raise their concern of fair rotation with their Department Manager in September of each year.

Remedy

The following remedy will apply: those employee(s) will be scheduled over the remaining General Holidays in the calendar year in accordance with seniority, where the Department Manager determines a top rate or over-scale employee is required to work a General Holiday, subject to the availability of the employee (for example: approved requests for days off, utilization of the twenty-four (24)-

hour block (“X” day), vacation, and approved leaves of absence).

26. Re: Article 3

The Parties agree that the administration of Union membership forms (applications) by a store administrator shall continue as per Article 3.2.

Should legislation changes make that impractical, the Shop Steward shall facilitate the administration of Union membership forms (applications) at store level during the employee orientation meeting as described in Article 3.5. Where this is not possible, the Shop Steward shall be permitted to meet with an employee hired after ratification at a time where it will not interfere with the regular duties of both the employee and Shop Steward. Time taken for such meeting in excess of five (5) minutes shall not be on Company time.

In addition, the Company and the Union agree that Article 3.5 will be amended to as follows should legislation change:

Orientation shall occur within seven (7) calendar days of the commencement of employment.

27. Optical Technician

Should the Company introduce an Optical Technician classification, the Company and the Union agree that it will be included in the bargaining unit. Employees in the Optical Technician classification must have a demonstrated ability to manage a new prescription from

intake to the Optician's sign off. Employees may enter this classification where there is an opening as determined by the Company. In the event there is a dispute regarding an employee's suitability for an opening, the Director of Optical will review the work history, education, availability, and skills of the candidate and make a final determination of the suitability of the candidate.

28. Garden Centers

This Letter of Understanding addresses the staffing of the Garden Center.

The Company may elect to completely staff the Garden Center with Produce personnel. In the event the Company elects to use cashiers, the following shall apply:

- 1. Cashiers that agree to work in the Garden Center shall not be required to perform any tasks other than cashing, cleaning, deadheading, watering, and sweeping.***
- 2. Cashiers agreeing to work in the Garden Center may be given direction from the Front End and Produce Department Managers, in addition to Store and District Management personnel.***
- 3. The hours will be assigned by seniority to cashiers agreeing to work in the Garden Center. They will be scheduled in accordance with the normal Front-End Department scheduling practices based on seniority and availability.***
- 4. Cashiers that do not wish to work the Garden Center under the above-mentioned circumstances will not be***

scheduled to do so but they will be eligible for call in shifts.

- 5. By seniority, Cashiers will be provided with an opportunity to express their willingness to work in the Garden Center and will do so by signing off on a Store Scheduling Guide.***
- 6. Only one (1) Cashier will be scheduled to work in the Garden Center at any given time however the Company may use additional Cashiers for break relief or during busy periods for the sole purpose of operating a cash register. In times where more than one (1) Cashier is on duty, only one (1) of those Cashiers will be allowed to clean, deadhead, face, and/or sweep the Garden Center area.***
- 7. Stocking duties shall only be performed by employees of the Produce Department.***
- 8. While the Garden Center is in operation, the three (3) most senior Anytime Produce Department colleagues in each store (excluding Salad Bar) shall be scheduled thirty-seven (37) hours per week.***
- 9. In the event a most senior employee as stated in point 8 above is absent from work on a leave of absence or vacation, their thirty-seven (37) hours will be scheduled to the next most senior available anytime employee.***
- 10. This letter will remain in force until either Party advises otherwise.***

29. Re: Part-time Vacation Pay

Article 18.20 notwithstanding, in the event the Company elects to pay each employee their vacation pay each pay period with their regular pay, it shall advise the Union a minimum of eight (8) weeks' in advance of the change which will occur the first pay period in January.

For the Company:

For the Union:

Company Committee:

Roger Bockstael
Alex Vazquez
Sean McLennan
Barry Jimenez
Ryan Michel
Dena Thomas

Union Committee:

Myrna Switzer
Colleen Ewen
Hassiba Aboudrhmeine
Starla Valentini
Sharon Fraser
Maria Sarmiento
Arlene Soames
Kevin Saunders
Charmaine St. Germain
Erin Alyward
Charlene Ten Have
Veronique Caron
Ron Klassen
Karen Ekstrom
Monique Maglalang Larabie
Shelly Welz
Liberty Kerstens
Laurie Schafer
Loreen Whitmarsh
Kyle Sandau
Arnel Bauda
Carah Munroe
Lori Sallee
Rex Hanasiewics
Jeff Clark
Jeff Ible
Sam Nuako
Chris O'Halloran

This Collective Agreement was ratified on ***October 31, 2021.***