

COLLECTIVE AGREEMENT

BETWEEN

SOUTH COUNTRY CO-OP LIMITED
(Taber – Retail, ***Meat & Deli, and Gas Bar***)

AND

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

Renewal: February ***17th, 2028***

<u>Table of Contents</u>		
<u>Article</u>	<u>Description</u>	<u>Page #</u>
1	Bargaining Agency	1
2	Union Establishment	3
3	Deduction of Union Dues	3
4	Basic Work Week, Overtime, General Holidays	4
5	Wages/Premiums	12
6	Vacations	15
7	Leaves of Absences	21
8	Health & Benefits Plan	31
9	Pension	39
10	Severance/Demotion to Lower Rate of Pay	39
11	Seniority	40
12	Scheduling	46
13	Union's Recognition of Management Rights	56
14	Union Security	57
15	Discipline	60
16	Grievance Procedure	61
17	Arbitration <i>Procedure</i>	63
18	Miscellaneous	64
19	Job Descriptions	72
20	Expiration and Renewal	72
	Appendix "A" - Wage Scales	75
	Letters of Understanding	82

[Click Here for Shareable Links](#)

<u>Alphabetical Index</u>		
<u>Description</u>	<u>Article</u>	<u>Page #</u>
<i>Alcoholism, Drug Abuse, and Mental Illness</i>	8.9	37
Appearance as a Witness on the Union's Business	7.8 (e)	30
Appearance as Witness on the Co-operative's Business	7.8 (d)	30
Arbitration <i>Procedure</i>	17	63
Bargaining Agency	1	1
Basic Work Week	4.1	5
Basic Work Week, Overtime, General Holidays	4	4
Call-Ins	12.8	55
Cash Shortage	18.12	70
Classifications	19.1	72
Clerk in Charge Premium	5.6	14
Compassionate Leave	7.3	23
Credit for Previous Experience	5.4	13
Deduction of Union Dues	3	3
Department Meetings	18.11	69
Discipline	15	60
Discrimination/Intimidation	18.2	64
Displaced Employees - Closing of Department	11.8	45
Educational Leave	7.6	26
<i>Employee Rehabilitation</i>	8.8	36
Employee Security	18.8	68
Employees Wishing to Change Their Status from Full-time to Part-time - Letter of Understanding #4	LOU#4	82
Expiration and Renewal	20	72
Family Leave	7.7	28
Floral Clerk Relief	5.8	15

Food Safety	18.14	70
Form Letter	2.2	3
Full-Time Employees: Notice of Demotion	10.1	39
Full-Time Employees: Severance Pay	10.2	39
Full-Time Positions/Filling	11.4	43
Funeral/Bereavement Leave	7.1	21
General Clerks Cashing - Letter of Understanding #1	LOU#1	82
General Holidays	4.3	7
General Holidays for Part-Time Employees	4.4	8
Grievance Procedure	16	61
Harassment	18.5	66
Health & Benefits Plan	8	31
Job Classifications	5.2	12
Job Descriptions	19	72
Joint Labour Management Committee	18.6	67
Jury Duty Pay and Material Witness	7.8	29
Lay-offs/Reduction of Hours (Full-Time)	11.7	44
Leave for Parents	7.4	23
Leaves of Absences	7	21
Licensed (Regulated) Pharmacy Technicians - Letter of Understanding #7	LOU#7	84
Lockers	18.4	66
Long Term Disability Insurance Plan	8.4	35
Maintenance and Adequate Heating Facilities	18.1	64
Maternity Leave	7.4 (a)	23
Meal and Rest Periods	4.5	9
Meat Dental Plan	8.10	37
Medical Reports	8.5	35
Military Leave	7.9	30

Miscellaneous	18	64
New Employee Orientation	14.8	60
Night Shift Premium	5.5	14
Night Stocking	12.9	55
Night Stocking - Letter of Understanding #3	LOU#3	82
No Discrimination	14.9	60
Occupational Health and Safety Committee	18.9	68
Overtime - Rest Periods	4.2 (e)	6
Overtime Pay	4.2	5
Parental/Adoption Leave	7.4 (b)	25
Part-Time Employees - Seniority	11.5	43
Part-Time Health and Welfare Trust	8.1 (f)	32
Pay for Work on a Holiday	4.3 (c)	8
Pension	9	39
Personal Leave	7.2	22
Phased-in Retirement Option	18.16	71
Physical Examinations	8.6	36
Posting of Schedules	12.5	53
Pre-Payment of Co-operative Benefits When Going on Parental Leaves	7.5	26
Probationary Period	4.7	12
Promotions and Vacancies	11.3	42
Qualifying Hours - Sick Leave	8.2 (a)	33
R.T.O.'s (Request for Time Off)	12.3 (j)	51
Rates for Relief Work	5.3	13
Reduction of Hours	12.6	54
Relief for Assistant Department Managers	5.3 (a)	13
Restrictions and Availability Forms	12.4	51
Return to Work after Illness	8.3	34
Rotation of General Clerks Job Duties - Letter of Understanding #2	LOU#2	82

Safety	18.7	68
Schedules - Union Security	14.3	58
Scheduling	12	46
Scheduling Groups	12.2	47
Seniority	11	40
Severance/Demotion to Lower Rate of Pay	10	39
Sick Leave	8.2	33
Single Days of Vacation Protocol	6.5	19
Staff Meetings	18.10	69
Strikes and Lockouts	21 (3)	73
Sunday Premium	5.7	15
Sunday Work	12.7	54
Technological Changes	11.9	46
Time Recording	4.6	10
Transfers to New Departments	11.6	43
Union Decal	14.5	59
Union Establishment	2	3
Union Leave	7.10	31
Union Security	14	57
Union Stewards	14.1	57
Union's Recognition of Management's Rights	13	56
Vacation - Letter of Understanding #6	LOU#6	84
Vacations	6	15
Visits to Stores	14.2	58
Wage Scales	Appendix "A"	75
Wages/Premiums	5	12
Water	18.13	70
Wearing Apparel	18.3	65
Workers Compensation	8.7	36
Working while on Parental/Adoption Leave - Letter of Understanding #5	LOU#5	83

CLARIFICATION OF ITEMS

Any place where the words "he", "she", "her", or "him" appear, shall be ***changed to they, their, or them and make this change throughout the entire Collective Agreement.*** Wherever the words "employee" or "employees" appear, it shall mean any person or persons covered by this Agreement.

THIS COLLECTIVE AGREEMENT made this _____ day of _____, 20_____.

BY AND BETWEEN SOUTH COUNTRY CO-OP LIMITED,
hereinafter referred to as "the Co-operative"

AND UNITED FOOD & COMMERCIAL WORKERS
CANADA UNION, Local No. 401,
hereinafter referred to as "the Union"

WHEREAS: The Co-operative and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Co-operative and the employees covered by the terms of this Agreement and desire to provide methods of fair and amicable adjustment of disputes which may arise between them.

NOW THEREFORE: The Co-operative and the Union mutually agree as follows:

Article 1 – Bargaining Agency

- 1.1 (a) The Co-operative recognizes the Union as the sole agency for the purpose of Collective Bargaining for all employees coming under the provisions of this Agreement employed in the food store owned and/or operated by the

Co-operative in the town of Taber, Alberta and the Co-op Gas bar at 4926, 46th Avenue, Taber, Alberta except:

Pharmacy Managers,
Pharmacists,
Pharmacy Interns,
Health Care Consultants,
Store Manager,
Grocery Manager,
Produce Manager,
Bakery Manager
Meat Manager
Deli Manager
Gas Bar **Manager**
Management Trainees

- (b) *The Co-operative shall be allowed to appoint Management Trainees for the purposes of succession planning and filling Management vacancies. The Co-operative shall be limited in the number of Management Trainees excluded from the bargaining unit to one (1) per Division and one (1) in respect of the Store Manager position, with the exception of the Food Division which shall be allowed a maximum of five (5) Management Trainee exclusions.*

The following are the agreed identified divisions: (a) Pharmacy; (b) Food; and (c) Gas Bar at 4930 46 Ave, Taber.

- 1.2 *Any place where the words “he”, “she”, “her”, or “him” appear, it shall be changed to they, their, or them and make this change throughout the entire Collective Agreement.*

Article 2 – Union Establishment

2.1 The Co-operative agrees to retain in its employ within the Bargaining Units, as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Co-operative shall be free to hire new employees who are not members of the Union, provided said non-members, whether part-time or full-time employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.

2.2 Form Letter

The Co-operative agrees to provide each new employee at the time of employment with **access to a membership application** form , outlining to the employee **their** responsibilities in regard to Union membership and outlining the provisions of Article 5.4 of this Agreement; and to provide the Union, in writing, with the name and address of each employee to whom **they have presented the membership application form along with** the employee's date of hire. The Union shall bear the expense of printing the **membership application form** the contents of **the membership application form** which to be such that it is acceptable to the Co-operative. The Co-operative further agrees to provide the Union, once a month, with a list containing the names of all employees who have terminated their employment during the previous month.

Article 3 – Deduction of Union Dues

3.1 The Co-operative agrees to deduct from the wages of each employee, upon proper authorization from the employee affected such initiation fees, assessments, and Union dues as are authorized by the Union. The Union agrees that should they

propose a dues structure that cannot be administered by the Co-operative, the parties will meet to discuss a resolve. The Co-operative further agrees, automatically, to deduct Union dues and initiation fees from the wages of all new employees. Monies deducted during any month shall be forwarded by the Co-operative to the President of the Union not later than the fifteenth (15th) day of the following month, and accompanied by a statement of the names of the employees for whom the deductions were made and the amount of each deduction. Dues check-offs are to be submitted on a monthly or four (4) week basis.

The above dues and initiation fees shall be submitted electronically in a manner acceptable to both parties.

- 3.2 The Co-operative agrees to have the membership application forms, dues, and initiation fee deduction forms signed by the employees at the time of hiring.
- 3.3 The Co-operative agrees to list Union dues deductions of the employees on the T-4 Income Tax form for all employees in the Bargaining Unit.
- 3.4 The Union will give the Co-operative four (4) weeks' notice prior to changing the amount of dues to be deducted.

Article 4 – Basic Work Week, Overtime, General Holidays

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

4.1 Basic Work Week

- (a) Except as provided in **Article** 4.1 (c), the basic work week for an employee working full-time shall be forty (40) hours. For the purpose of this **Article**, a full-time employee shall be considered one who, normally, works forty (40) hours per week, or is compensated for same, once a full-time vacancy has been deemed to exist as per Article 11.4. New employees who normally work forty (40) hours per week shall be considered full-time after completing the probationary period, as provided in Article 4.7 of this Agreement.
- (b) There shall be a daily starting time for each employee. Daily hours of work shall be consecutive with the exception of rest and meal periods. ***Split shifts are permissible upon mutual agreement between an employee and Management.***

4.2 Overtime Pay

- (a) All time worked in excess of the basic work week, as defined in Article 4.1 (a) and 4.1 (c), or the regular daily hours scheduled by the Co-operative, shall be worked only after authorization by Management or someone acting with the authority of Management. All employees shall be paid at time and one half (1 ½ X) their regular rate for time worked in excess of the basic work day and basic work week as set out in Articles 4.1 (a) and (c) respectively or the reduced work week as defined in Article 4.3 (b). Compensating time off shall not be given in lieu of overtime pay.
- (b) Where an employee works more than ten (10) continuous hours in any one (1) day, (more than eleven (11) in the

case of a nine (9) hour basic work day), the employee shall be paid at double (2X) their regular hourly rate of pay.

(c) ***A part-time employee who completes the basic work week shall be compensated as in (a) and (b) above.***

(d) Overtime shall be by mutual consent and, where practical, shall be offered to the most senior employees on the shift, provided the employee has the ability and qualifications to perform the required overtime work. If the senior employees do not wish to accept the overtime, the Management shall have the right to assign such work in reverse order of seniority to such junior employees who have the necessary ability and qualifications and who are at work at the time.

(e) Overtime – Rest Periods

If an employee is requested to work more than one (1) hour but no more than two (2) hours overtime continuously with the regular shift, **they** will be given a fifteen (15) minute paid rest period. The break will be taken before the commencement of the overtime.

If an employee is required to work more than two (2) hours overtime, **they** will be granted an optional half (1/2) hour unpaid meal period in addition to the above mentioned rest period.

(f) Full-time employees working on their day off shall be compensated at double (2X) their regular hourly rate.

4.3 General Holidays

- (a) The following days shall be paid General Holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Heritage Day (1st Monday in August)	
<i>National Day for Truth and Reconciliation</i>	

And all other public holidays proclaimed by the Federal, Provincial, or Municipal Governments.

Provided ***they*** work ***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.

- (b) The hours of work for employees in a week when a General Holiday occurs and as are recognized, as referred to in Article 4.3 (a), shall be reduced by eight (8) hours for each holiday so recognized. It is clearly understood that the Co-operative will be under no restrictions regarding days off, shift schedule, and days of store operation during such weeks.

All time worked in excess of the reduced basic work week shall be compensated for at the rate of time and one half (1 1/2 X).

(c) Pay for Work on a Holiday

Employees required to work on a holiday shall be compensated at the rate of double (2X) their regular hourly rate for each hour worked. The Co-operative will schedule all employees to work on General Holidays on a fair rotational basis. Each store will maintain an updated record of employees who are scheduled to work in each scheduling group, for each General Holiday, for each calendar year. The record will be made available to the Union by request.

(d) ***When a full-time employee works on the general holiday, they will be paid double (2X) time for each hour worked.***

When a full-time employee does not work on the ***general*** holiday, ***they will be paid eight (8) hours of general holiday pay, provided that they worked full-time for four (4) weeks prior to the general holiday***

4.4 General Holidays for Part-Time Employees

(a) For eligible employees, General Holiday pay will be calculated as five (5%) percent ***(excludes overtime, general holiday pay, and vacation pay)*** of wages earned in the four (4) weeks immediately preceding the holiday.

(b) ***Part-time employees who work on a general holiday shall not receive overtime in a week until they have worked more than thirty-two (32) regular hours on days other than the general holiday on that same week, twenty-four (24) regular hours in a week where two (2) statutory holidays occur.***

In weeks where there are two (2) General Holidays, part-time employees will be allowed, if required by the Co-operative, to work twenty-four (24) regular hours at straight time rates in addition to those hours worked on the General Holiday.

4.5 Meal and Rest Periods

- (a) An employee working a daily shift up to and including five (5) hours will have one (1) paid rest period not to exceed fifteen (15) minutes.
- (b) An employee working a daily shift of more than five (5) hours, but less than seven (7) hours, will have two (2) paid rest periods of fifteen (15) minutes each. ***Employees may have the option of combining the two (2) rest periods at mid-shift, if operationally feasible.***
- (c) An employee working a shift of seven (7) or more hours will have two (2) rest periods not to exceed fifteen (15) minutes each and one (1) meal period without pay.
- (d) Rest periods are 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. Rest periods will be scheduled as near to midway between the meal period and the commencement and finish of a shift, if possible. Rest periods shall be with pay.
- (e) Should an employee be unable to take a scheduled rest period, they will be compensated for the missed rest period at the applicable straight time or overtime rate.
- (f) For employees in the Front end department (Cashiers, Customer Service, and Courtesy Clerks) where the Co-

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

- (g) It is understood that the compensation contemplated in Article 4.5 (e) and (f) will not be pyramided.
- (h) Meal periods will be no more than sixty (60) minutes in length. Upon mutual agreement an employee's meal break may be less than sixty (60) minutes in duration. This shall commence not earlier than three (3) hours nor later than five (5) hours after the start of an employee's shift. Meal periods will be scheduled as near mid-shift as possible.
- (i) Employees on a night shift shall have a half (1/2) hour meal period.
- (j) Except in cases of emergency, meal and rest periods will be uninterrupted.
- (k) If an employee abuses this provision, **they** will be subject to discipline as determined by the Co-operative, which shall be subject to the grievance procedure.

4.6 Time Recording

The Co-operative shall provide a Time **and Attendance system** to enable employees to record their time for payroll purposes. Employees shall record their own time at the time they start and finish work and the time they commence and return from meal periods and such other recordings as may be required by the Co-operative.

Completed time or attendance reports for employees on the Time and Attendance system will be made available for inspection by the Union for **the** purpose of checking the proper recording and payment of time worked. Upon four (4) weeks' notice to the Union and the employees; the Co-operative may introduce a new method of time recording. If identity badges are required for the new system, up to two (2) badges will be supplied by the Co-operative at no charge to the employees.

Any employee who, fails to **properly** record all time worked **or violates this Article may** be penalized as follows:

1st Violation: Three (3) days suspension without pay.

2nd Violation: **One (1)** week suspension without pay.

3rd Violation: Termination of Employment.

Management agrees to assume its full responsibility in seeing that all employees are compensated for all time worked. Management personnel who, intentionally violate this provision, will be disciplined in a similar manner at Management's discretion to that set out above by the Co-operative.

In the event an employee is suspended, the Co-operative shall notify the Union prior to the suspension, and shall notify the Union of the dates of suspension

Any dispute arising as a result of the above provisions shall be subject to the grievance and arbitration Articles of this Agreement. Any employee terminated for the reasons above shall not be entitled to notice or pay in lieu of notice under Article 9 of this Agreement.

4.7 Probationary Period

During the first ninety (90) calendar days, or an extended period mutually agreed upon by the Co-operative and the Union, each new employee shall be on probation. The decision as to whether or not to retain the employee's services shall be the sole right of the Co-operative and any termination occurring during that period shall not be subject to Articles 16 and 17 of this Agreement.

Article 5 – Wages/Premiums

5.1 The Co-operative agrees to pay all persons covered by the terms of this Agreement the Schedule of Wages as set out in Appendix "A" of this Agreement during such time as this Agreement is in force, effective on dates as shown.

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

Should there be major problems with an employee's pay; i.e. pay not issued or vacation pay missing, the Co-operative will, as soon as possible and using best efforts, issue pay to remedy the problem.

5.2 Job Classifications

If the Co-operative desires to introduce a new job classification they will meet with the Union to negotiate the rates and conditions for the job. If the Co-operative and the Union cannot negotiate the rates and conditions, then the matter will be referred to arbitration for resolution.

5.3 Rates for Relief Work

(a) **Relief for Assistant Department Managers**

Employees who are assigned by South Country Co-op to relieve, any Manager, Assistant Manager or Head Cashiers for more than two (2) days in a week shall be paid a premium of one dollar and seventy-five (\$1.75) cents for all time so employed.

5.4 Credit for Previous Experience

- (a) All employees will be classified according to previous comparable experience. ***Employees having previous experience will be paid the scale deemed that their experience qualifies them for.*** Employees shall receive written notification showing any credit granted for previous experience.

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

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

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

PROVIDED THE CO-OPERATIVE HAS:

Provided the employee with a new employee letter provided for in Article 2.2 of this Agreement not later than two (2) weeks from date of employment.

Provided the employee with a written notification showing credit granted for previous experience within the thirty (30) day period, or mutually agreed extended period, required by this Article.

Provided the Union with a copy of the letter showing credit granted for previous experience within the same period.

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

5.5 Night Shift Premium

- (a) ***All employees doing night shift work between the hours of ten (10:00 p.m.) and seven (7:00 a.m.) shall receive a premium of two (\$2.00) dollars per hour.***
- (b) ***Employees performing night shift work shall not receive in addition to the Night Stocking premium in Article 12.9.***
- (c) ***The night shift premium shall not be added to the employee's hourly rate of pay for the purpose of computing overtime pay.***

5.6 Clerk in Charge Premium

A premium of one (\$1.00) dollar per hour will be paid to an

employee designated as Clerk in Charge who, in the absence of the Store Manager, Store Supervisor, or Assistant Store Manager, assumes responsibility for the operation of the store and acts in this capacity for a period of two (2) consecutive hours or more during all hours the store is open to the public.

As an exception to the foregoing, a Clerk in Charge who is present for night shopping hours or responsible for lock-up at the close of business, shall be paid the premium from the time the Store Manager, Store Supervisor, and Assistant Manager are absent from the store.

An employee will not receive both the Lead Hand (Premium Rate Clerk) and Clerk in Charge premium.

Clerk in Charge hours will be indicated on the work schedule.

5.7 Sunday Premium

All employees who work on Sunday shall receive, in addition to their straight time hourly rate, a premium of one (\$1.00) dollar per hour for each hour worked on Sunday.

5.8 Floral Clerk Relief

Floral Clerks assigned to relieve the Floral Operator will be paid a premium of one dollar seventy-five (\$1.75) cents per hour when assigned to relieve for a period of one (1) week or more.

Article 6 – Vacations

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

- (a) After one (1) year's continuous service, shall receive two (2) weeks' vacation with pay. (four (4%) percent of gross earnings)
- (b) After two (2) years' continuous service, shall receive three (3) weeks' vacation with pay. (six (6%) percent of gross earnings)
- (c) After eight (8) years' continuous service, shall receive four (4) weeks' vacation with pay. (eight (8%) percent of gross earnings)
- (d) After fourteen (14) years' continuous service, shall receive five (5) weeks' vacation with pay. (ten (10%) percent of gross earnings)
- (e) After twenty-five (25) years' continuous service, shall receive six (6) weeks' vacation with pay. (twelve (12%) percent of gross earnings)

6.2 All employees hired prior to May 1st, 2015 shall receive vacation with pay as follows:

- (a) **Thirteen (13) years or more continuous service – five (5) weeks' vacation with pay (ten (10%) percent of gross earnings)**
- (b) **Eighteen (18) years or more continuous service – six (6) weeks' vacation with pay (twelve (12%) percent gross earnings)**
- (c) **Twenty-three (23) years or more continuous service – seven (7) weeks' vacation with pay (fourteen (14%) percent gross earnings)**

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

- (a) After one (1) year's continuous service, four (4%) percent of gross earnings;
- (b) After two (2) years' continuous service, six (6%) percent of gross earnings;
- (c) After eight (8) years' continuous service, eight (8%) percent of gross earnings;
- (d) After fourteen (14) years' continuous service, ten (10%) percent of gross earnings;
- (e) After twenty-five (25) years' continuous service, twelve (12%) percent of gross earnings.

- 6.4**
- (a) For all employees, "% of Gross Earnings" shall mean a percentage of all monies received directly from the Co-operative (wages, overtime, bonuses, premiums, vacation pay, sick leave credit payments, and other items of a similar nature).
 - (b) For the purpose of calculating vacation allowance only, April 30th of each year shall be the anniversary date. All new employees will be adjusted accordingly during their first (1st) year of employment.
 - (c) Upon termination of employment, employees shall receive any earned vacation pay during the period of employment for which vacation allowance has not been paid at the appropriate rate described in the table above. Employees with less than one (1) year of service will receive four (4%) percent of their gross earnings for any unpaid portion of vacation pay.

- (d) Employees who have not made their vacation selection by February 28th, shall lose their opportunity to schedule any remaining unscheduled vacation subject to their seniority unless employees are absent because of approved leaves of absence, extended disability leaves or other bona fide absences. All reasonable accommodations will be made for the selection of vacation by said absent employees upon their return to work. All other unscheduled vacation will be scheduled at the Co-operative's discretion.
- (e) When a part-time employee is promoted from part-time to full-time employment, vacation entitlement shall be calculated as years of service from the date of hire.
- (f) When a General Holiday occurs during an employee's vacation, an extra days vacation with pay shall be granted if the holiday is one which the employee would have received if **they** had been working. Where an employee receives three (3) or more weeks vacation with pay and a General Holiday occurs during the employee's paid vacation, an extra days pay may be given in lieu of an extra days vacation with pay – if, in the opinion of the Co-operative, an extra days vacation with pay interferes with vacation schedules or hampers operations.
- (g) 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.
- (h) Employees who have worked 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.

- (i) Part-time employees are entitled to the same amount of time off in weeks as a full-time employee for the purposes of vacation, but earn vacation as per Article 6.3. A week shall be understood to be a calendar week. For greater clarity, a part-time employee who is entitled to three (3) weeks' vacation based on their length of service is not entitled to receive fifteen (15) paid shifts.**
- (j) If any employee fails to book off their vacation, the cooperative may schedule such unused vacation time for the employee to be taken prior to the end of the vacation calendar year. The co-operative will give the employee thirty (30) days' notice of their scheduled vacation date.**

6.5 Single Days of Vacation Protocol

Full-time employees with three (3) weeks of vacation eligibility will be able to use single days of vacation, in accordance with the following conditions:

- (a) Employees may use a maximum of one (1) week of their entitlement in single day increments.**
- (b) Notwithstanding anything to the contrary in the Collective Agreement, employees who wish to use single days of vacation must advise their Store Manager no later than May 31st of each year. These employees will not schedule one (1) week of their vacation entitlement in order to use these days for single day vacations.**

- (c) All requests for single days of vacation must be provided to the Store Manager at least twenty-one (21) days in advance and will be approved at the Co-operative's sole discretion. This notice period can be waived by the Co-operative, at its discretion. Requests will be considered on a "first come, first served" basis. No single day or days of vacation will be approved to be taken during the months of June, July, or August.
- (d) All single days of vacation must be scheduled or taken by March 1st of each year. Any single days of vacation that are not scheduled by March 1st of each year, will be scheduled by the Co-operative, at its sole discretion.

6.6 *For the term of the Collective Agreement, employees will be able to book vacation outside of Sunday to Saturday as follows:*

- (a) To be eligible, employees must be eligible for five (5) or more weeks of vacation.***
- (b) Eligible employees can use a maximum of two (2) weeks vacation in this fashion.***
- (c) Where one (1) week is taken, the vacation will be recorded on the vacation planner as two (2) weeks. Where two (2) weeks are taken, the vacation will be recorded on the vacation planner as three (3) weeks.***
- (d) Where more than one (1) weeks is used, they must be taken consecutively. Employees cannot use two (2) single weeks for these purposes.***
- (e) The time of the vacation is to be mutually agreed between Management and the employee.***

6.7 *Vacation will be taken in periods of not less than one (1) week's duration.*

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 forty (40) hours per week, they shall have their vacation pay pro-rated in the subsequent vacation year and the above table will not apply.

The Union will be provided with a list of all employees who have their vacation pay pro-rated and affected employees will be notified.

Article 7 – Leaves of Absences

7.1 Funeral/Bereavement Leave

- (a) In the event of death or serious illness in the immediate family of an employee, the employee will be granted leave of absence with pay to attend the funeral, or attend to other arrangements, at the time of bereavement. The length of such absence shall be as provided for in the Co-operative's policy on compassionate leave. The term "immediate family" shall mean: spouse, parent, child, ***sibling, parent-in-law, siblings-in-law in-law children*** grandmother, grandfather, grandchild, step-parent, step-child, or any relative living in the household of the employee.

Notwithstanding the foregoing, if the death is a case of ***an immediate family member*** the employee shall be entitled to a ***paid leave of absence for a period of up to one (1) week (seven (7) consecutive calendar days)***

following the death of an immediate family member or as approved by Talent and Culture or their designate.

Time off with pay for all part-time employees shall be determined on the basis of the hours that the employee was originally scheduled to work during the leave. An employee's day off will not be used to circumvent funeral leave.

- (b) Following the application of Article 7.1 (a), in the event that an employee's child or an employee's spouse/common-law partner's child dies, they may take up to seven (7) additional weeks of unpaid bereavement leave.***

For still births (twenty plus (20+) weeks) up to additional weeks of leave.

- (c) Notwithstanding Articles 7.1 (a) and 7.1 (b), for all other pregnancy losses, up to three (3) days of unpaid leave can be taken.***

Common law and same sex spouses are to be recognized by the Co-operative for the provisions of this **Article**.

7.2 Personal Leave

- (a)** Employees with one (1) year of service with the Co-operative may request a leave of absence, without pay, for a period not to exceed four (4) months, upon written application through the Store Manager, copy to the Human Resources Department of the Co-operative. Requests for leaves of absence will be adjudicated on the basis of merit, compassion, and the operational needs of the store. Final approval of leaves of absence will rest with

the ***VP of Talent and Culture or their designate***. If the request is refused, the employee and the Union shall be so advised in writing as to the reasons for the refusal. For compassionate reasons the Co-operative may extend the period of time of such leave of absence beyond four (4) months as herein provided.

Application for leave of absence must be submitted in writing at least thirty (30) days prior to the period for which leave is intended. It is understood that there may be circumstances where the thirty (30) day time frame may not be available, in those cases the request will be adjudicated as above.

The employee shall be advised of the Co-operative's answer within fifteen (15) days of the request.

Leaves of absences will not be considered for circumstances covered by any other leave of absence provision in the Collective Agreement (e.g. Educational Leave) or in the case where an employee is requesting the leave to work or train for another employer.

7.3 Compassionate Leave

Compassionate leave to all employees will be dealt with on an individual basis.

7.4 Leave for Parents

(a) Maternity Leave

Employees ***who have been employed for at least ninety (90) days may*** request a ***maternity*** leave of absence without pay up to a maximum of ***sixteen (16)***

weeks because of pregnancy. Such request will be granted, provided the employee submits **the** request, in writing, for such leave at least **four (4)** weeks prior to the date **they** intend to commence such leave, **unless the physical health of the mother requires less notice. The employee will provide** certificate from a qualified medical practitioner, certifying that **they are** pregnant and indicating the estimated date of **delivery**. Such leave may, at **the employee's** discretion, commence **up to** thirteen (13) weeks or more (depending on medical requirements) prior to **the date of delivery and no later than the date of birth.**

Employees will continue to accrue seniority while on maternity leave.

During the period of maternity leave, employees will have the option of maintaining their coverage under the Co-operative's benefit plan by pre- paying the cost of those benefits. **Benefits such as sick leave and vacation allowance will not accumulate or be paid during the maternity leave.**

Where a pregnant employee, who has qualified for group benefits, is disabled and cannot perform **their** regular duties, **they** may apply for sick benefits/group insurance benefits as per the Collective Agreement. **The employee shall give the Co-operative four (4) weeks notice, in writing, prior to the date they intend to return to work. An employee wishing to return to work prior to six (6) weeks immediately following the date of delivery shall provide the Co-operative with a medical certificate indicating that resumption of work will not endanger the employee's health. Notice must also be given to the Co-operative a minimum of four (4) weeks prior to**

the completion of the leave if the employee has decided not to return to work.

Employees when returning from maternity leave, will be reinstated in their same or comparable position with earnings and benefits at least equal to those received when they began leave.

(b) Parental/Adoption Leave

An employee ***who has been employed for at least ninety (90) days*** may request a ***Parental or Adoption*** leave of absence without pay ***up*** to a maximum of ***sixty-two (62) weeks***. ***Such request will*** be granted provided the employee ***submits the*** request in writing at least ***six (6) weeks*** before the ***date such leave is to commence, unless a) the medical condition of the birth mother or child makes it impossible to comply with this requirement, or b) the date of the child's placement with the adoptive parent was not foreseeable.*** An employee who takes both maternity leave and paternal leave must take the leaves consecutively. If two (2) employees are parents of the same child, the Co-operative is not required to grant parental/adoption leave to more than one (1) employee at a time, and the total combined parental/adoption leaves shall not exceed sixty-two (62) weeks. The leave ***must*** be ***completed within seventy-eight (78) weeks*** after the birth of the child or, after the ***adoptive*** child comes into the custody of the employee.

The employee shall continue to accrue seniority while on ***parental/adoption*** leave.

During the period of parental/adoption leave, employees will have the option of maintaining their coverage under the Co-operative's benefit plan by prepaying the cost of those benefits. Benefits such as sick leave and vacation allowance will not accumulate or be paid during the maternity leave.

The employee shall give the Co-operative ***four (4) weeks notice, in writing, prior to the date they intend to return to work. Notice must be given to the Co-operative a minimum of four (4) weeks prior to the completion of the leave if the employee has decided not to return to work.***

The employee, ***when returning to work*** shall be ***reinstated to the same, or if that position no longer exists, to a comparable position with earnings and benefits at least equal to those received when the leave began.***

7.5 Pre-Payment of Co-operative Benefits When Going on Parental Leaves

Those employees wishing to maintain their coverage under the Co-operative benefit plan while on parental leaves, must pre-pay the cost of those benefits prior to commencing such leave by either paying the full amount or by providing up to four (4) post-dated cheques.

7.6 Educational Leave

Full-time employees with two (2) or more years of continuous full-time service with the Co-operative may request an educational leave of absence for up to one (1) year without gain or loss of seniority.

The following terms shall apply to such requests for educational leave of absence:

- (a) An employee who wishes to make application for an educational leave of absence shall submit their request in writing to the **VP of Talent and Culture** with a copy to the Store Manager and a copy to the Union office.
- (b) The employee must have made application to be accepted and attend an accredited educational institution.
- (c) Such leave will be granted on a one (1) time only basis for each employee.
- (d) Notwithstanding the foregoing, the Co-operative may grant educational leaves of absence which exceed the maximums set out above.
- (e) During the period of educational leave an employee may choose to pre-pay their full-time benefits.
- (f) The absence of a full-time employee on educational leave of absence will not create a full-time vacancy for the purpose of Article 11 – Seniority.
- (g) Full-time employees may work part-time hours while on an educational leave provided there are hours available. Employees electing to work during their leave must meet the student availability requirements. These employees will be placed on the part-time schedule using their full-time seniority date and will be scheduled as per the part-time scheduling rules. Employees on educational leaves will not be eligible to qualify for part-time Health and Benefits but may maintain their full-time benefits by pre-paying as indicated in Article 7.7(f). Vacation pay will be

pro- rated as per Article 6 in the subsequent year.

- (h) Leave of absence will terminate should the employee cease to attend the institution for which leave was granted.
- (i) All educational leaves of absence will be approved at the Co-operative's discretion and must be approved by the **CEO**.
- (j) An employee shall be returned to **their** former classification at the completion of **their** leave of absence.
- (k) The Co-operative sponsored training programs do not qualify for Educational Leave.

7.7 Family Leave

Provided they have the required sick leave accrued, an employee who has been employed for at least ***ninety (90)*** days is entitled to up to five (5) days of ***paid*** leave, ***deducted from their sick leave accrual*** during each calendar year to meet responsibilities related to:

- (a) The care, health, or education of a child in the employee's care; or,
- (b) The care or health of any member of the employee's immediate family;
- (c) ***For the birth or adoption of their child at the time of the birth or adoption.***

The employee must maintain five (5) days of sick leave in their accrual and cannot drop below five (5) days of

accumulated sick leave in their bank.

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

7.8 Jury Duty Pay and Material Witness

- (a) Employees, summoned to Jury Duty (including Jury Selection) 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. This does not apply if the employee is summoned on their regular day(s) off.
- (b) 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 remain to be worked. Total hours on Jury Duty or when serving as a material witness and actual work on the job in the store in one **(1)** day shall not exceed eight (8) hours for purposes of establishing the basic work day. Any time worked in the store in excess of the combined total of eight (8) hours shall be considered overtime and paid as such under the Agreement.
- (c) In order to be eligible for the foregoing benefit an employee must notify the Store Manager as soon as possible after receipt of Notice of Selection for Jury Duty or after receipt of Subpoena to Appear as a Witness.

(d) Appearance as Witness on the Co-operative's Business

- (i) Any employee who is required or summoned to appear in Court on behalf of the Co-operative will be paid up to eight (8) hours at the straight time rate of pay. Employees who are required to appear in Court on behalf of the Co-operative on their day off will be paid a minimum of four (4) hours pay at the straight time rate of pay.
- (ii) It is understood that payment of the foregoing witness pay will not be counted as hours worked for the purpose of calculating overtime on a weekly basis.
- (iii) It is also agreed that employees must return all fees provided to them by the Court in excess of ten (\$10.00) dollars. Employees who are reimbursed by the Court for incidental expenses such as mileage or parking may keep such reimbursements.

(e) Appearance as a Witness on the Union's Business

Where the Union subpoenas an employee of the Co-operative covered under the terms of Collective Agreements with the United Food and Commercial Workers Canada Union, Local No. 401, the Union will be responsible for any lost wages of the employee concerned.

7.9 Military Leave

An employee who is a member of the Canadian Armed Forces and who is called to active duty will be granted a leave of absence. The Co-operative will pay the cost of any benefits, for

the period of the leave, to which they are entitled at the time of their leave.

7.10 Union Leave

Provided the operational needs of the store can be met, the Co-operative agrees to allow time off work without pay for delegates selected to attend seminars, Union conventions, Union business and to attend negotiations up to six (6) months and any extension mutually agreed upon up to a maximum of a further six (6) months to attend to Union business.

The Union will give the Co-operative a minimum of **three (3)** weeks' notice.

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

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

- ***Death and/or Disappearance of a Child Leave***
- ***Domestic Violence Leave***

Article 8 – Health & Benefits Plan

8.1 The Co-operative agrees, during the term of this Collective Agreement, to make available the following benefits to eligible employees regularly working ***an average of twenty-eight (28)***

hours or more per week *in a twelve (12) week period*:

- (a) ***The Co-operative Dental Plan with Premiums paid one hundred (100%) percent by the Co-operative.***
- (b) ***Co-operator's Extended Health Care Plan (with Vision Care coverage).***
- (c) ***Group Life Insurance.***
- (d) ***Short-Term and Long-Term Disability Plan with premiums shared fifty-fifty (50-50).***
- (e) ***Flexible Spending account in the amount of three hundred fifty (\$350.00) dollars annually.***
- (f) **Part-Time Health and Welfare *Trust***

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

Twenty-five (\$0.25) cents per hour, effective first full pay period following date of ratification.

For all part-time hours worked and paid in the bargaining unit for the same hours that are paid for each hour that the Co-operative pays dental contributions as per Article 8.7. The purpose of the Trust Fund shall be to establish the health and benefits plan for part-time employees who do not qualify for the existing Co-operative Group Insurance benefits as decided by the trustees. The trustees shall have the authority to decide which benefits shall be

implemented consistent with the financial ability of the Trust Fund to provide for those benefits.

8.2 Sick Leave

Employees shall accumulate credits at the rate of **one (1) day** per month of employment, up to a maximum of fifty (50) days.

Employees who **are declined Long Term Disability from the** Co-operative benefits will be paid sick leave to the extent of such accumulation for actual time off the job, due to illness.

An employee, who was eligible for sick leave accrual on or before April 30th, 2014 who retires on pension, is permanently laid off or is totally disabled due to occupational accident, shall be paid any unused accumulated sick leave credits up to a maximum of two hundred and eight (208) hours.

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

Employees shall **make reasonable efforts to** notify **their Manager or team lead** of **their** absence, informing them of reason for absence.

Employees found abusing the provision **may** be disciplined by the Co-operative.

(a) Qualifying Hours

To qualify for the Co-operative health and benefit Plan, employees must maintain an average of twenty-eight (28) hours or more in any subsequent twelve (12) week period.

- (b) Employees who do not maintain an average of twenty-eight (28) hours or more in a subsequent twelve (12) week period shall be disqualified from the Co-operative's benefit plans and be eligible for the Part-time Health and welfare plan subject to those plans qualifying conditions.**
- (c) Employees who voluntarily restrict their hours of work to less than an average of twenty-eight (28) hours per week in a twelve (12) week period shall be disqualified from the Co-operative's benefit plans and will not have the option to maintain the benefit plans.**
- (d) In order to ensure coverage under these benefits, a part-time employee must accept coverage within fourteen (14) days upon notification of eligibility by the Co-operative on a timely basis. The employee must fail to meet the above hour requirement for a period of three (3) consecutive months from the time the employee first fails to meet it before they are disqualified.**
- (e) Part-time employees who have not qualified or who have disqualified from the Co-operative's health and benefit plan, will be enrolled in the UFCW401, ARM Dental and Health & Welfare plans subject to their qualifying provisions.**
- (f) Copies of the above benefits to be forwarded to the Union for their records.**

8.3 Return to Work after Illness

When an employee is unable to perform their regular job due to occupational or non-occupational accident or illness, the Co-

operative and the Union agree to work together to find suitable alternate rehabilitative work for the employee within the bargaining unit ***to the point of undue hardship.***

The Co-operative will make best efforts to return an employee who returns to work after an absence due to illness or injury to their job (or a comparable position) without loss of seniority when capable of performing their duties.

Upon recuperation from an accident or illness, an employee will give the Co-operative as much notice as possible of ***their*** intention to return to work.

It is the intention of the parties to be available to meet to discuss the particular circumstances of an employee who is disabled and unable to perform their regular duties. The parties shall exchange information relevant to returning the employee to productive work where practical.

8.4 Long Term Disability Insurance Plan

The Co-operative will provide a Long-Term Disability Plan (LTD) for those employees ***who qualify for the Co-operative's benefit plan.*** The premiums for the benefit will be shared equally.

8.5 Medical Reports

The Co-operative agrees to pay the full cost for the medical information form supplied by the Co-operative for ***short Term Disability (STD)*** benefits to a maximum of ***seventy-five (\$75.00)*** dollars. The employee shall either ask the doctor to submit an invoice to the Co-operative or shall pay directly and upon presentation of a receipt, will receive reimbursement as described above. The Co-operative will pay the reimbursement

described above to a maximum of three (3) reports related to a specific claim.

8.6 Physical Examinations

Where the Co-operative requires an employee to take a physical examination, the doctor's fee for such examination shall be paid for by the Co-operative. Except prior to commencement of employment and the first four (4) weeks of employment, such examination shall be taken during the employee's working hours without loss of pay to the employee.

8.7 Workers Compensation

All employees qualified for compensation from the Worker's Compensation Board shall, in addition to the amount received from the Workers' Compensation Board be paid monies to a maximum of one hundred (100%) percent of their straight time earnings based on the employee's regular contract rate, for the first three (3) days

8.8 Employee Rehabilitation

When an employee is unable to perform their regular job due to occupational or non-occupational accident or illness, the Co-operative and the Union agree to work together to find suitable alternate rehabilitative work for the employee within the bargaining unit to the point of undue hardship.

When there is a meeting with the WCB Case Manager, Health and safety and the employee, the Union will be contacted and with the employee's approval be invited to attend the meeting.

8.9 Alcoholism, Drug Abuse, and Mental Illness

The Co-operative recognizes that alcoholism, drug addiction, and mental illness are illnesses which can respond to therapy and treatment. An employee so affected shall:

- (a) Recognise their obligation to seek recognised medical treatment when their illness has an adverse effect on their ability to satisfactorily perform the regular duties assigned to them and***
- (b) Agree to faithfully maintain any recognized medical treatment prescribed to them.***

If the employee does not respond to treatment within a reasonable period of time or the employee is unable to satisfactorily perform the regular duties assigned to them following treatment, the Co-operative shall have the right to terminate the employee subject to the grievance and arbitration procedure.

8.10 Meat Dental Plan

- (a) The Co-operative agrees to participate in and contribute to the Alberta Retail Meat Industry Dental Plan.***
- (b) Effective February 18th, 2026, the Co-operative will contribute to the dental plan forty-eight (\$0.48) cents per hour to a maximum of seventeen dollars and twenty (\$17.20) cents per week for all hours paid by the Co-operative to members of the bargaining unit (hours paid shall include hours worked, vacation, General Holidays, sick days (not including weekly***

indemnity), Jury Duty, bereavement leave, etc.) up to a maximum of forty (40) hours per week.

Notwithstanding the foregoing, should during the term of this Agreement, Sobey's Capital fail to match the total contribution rate (i.e. annualized contribution rate) then the Co-operative shall be entitled to reduce their contribution to the plan in accordance with the Co-operative's overpayment.

In the event Sobey's Capital fails to match the total contribution rate (i.e. annualized contribution rate) the Union agrees to notify the Co-operative as soon as practicable.

- (c) The Co-operative and the Union agree to the original method of selection of the Co-operative and Union trustees to administer the plan. It is agreed that the terms of the plan and its administration will be entirely the responsibility of these original trustees or their valid replacements, provided that the plan is administered consistently with this Collective Agreement subject to any applicable government law or regulation and with the intention of meeting all of the requirements for continued registration under the Income Tax Act of Canada. Subject to the foregoing, the Co-operative and the Union agree to be bound by the actions taken by the Co-operative and the Union trustees under the plan.***

The hourly contribution rate which is paid by the Co-operative to fund the dental plan will not be paid on part-time vacation pay.

Article 9 – Pension

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

Article 10 – Severance/Demotion to Lower Rate of Pay

10.1 Full-Time Employees: Notice of Demotion

Employees regularly working full-time shall, upon demotion to a lower rate of classification by the Co-operative, be given one (1) week's notice in writing or be allowed to retain their rate of pay for one (1) week in lieu thereof.

10.2 Full-Time Employees: Severance Pay

In the event there is a permanent closure of a store, causing a regular full-time employee to lose their employment, the Co-operative hereby agrees to pay such an employee severance pay at their regular rate of pay according to the following schedule:

Full-time Consecutive Service

Up to two (2) years	One (1) week
Over two (2) years	One (1) week's pay for every year of full-time service to a maximum of twenty (20) weeks.

This **Article** does not apply to ***temporarily laid off*** full-time employees who accept other full-time or part-time employment with the Co-operative, or to regular fulltime employees who lose

employment and are reinstated within thirty (30) days to full-time status.

Employees who qualify shall not be entitled to additional benefits contained in the Collective Agreement pertaining to normal termination.

- 10.3** Employees regularly working full-time reduced to part-time 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 they were entitled to immediately prior to the date of their reduction to part-time. ***Should it be the employee who terminate their employment, their pay in lieu will be less earnings received as a part-time employee since their reduction to part-time.***

Article 11 – Seniority

- 11.1 (a) Seniority for full-time employees shall be defined as length of continuous service with the Co-operative in the bargaining unit as a full-time employee.

When more than one (1) employee is promoted to full-time on the same date, the employee's part-time seniority date shall be the governing factor for placement on the schedule, vacation planning, and lay-off/reduction of hours.

- (b) Seniority for part-time employees shall be based upon their date of hire.
- (c) Seniority for all employees hired after May 1st, 2014, including full-time employees, as well as those promoted to full-time after May 1st, 2014 will be based upon their

date of hire.

- (d) If the seniority of a full-time employee hired or promoted prior to May 1st, 2014 is potentially affected by a part-time employee promoted, for the purpose of scheduling the full-time employee's seniority will be more than the newly promoted part-time employee.
- (e) The Co-operative agrees that employees who are transferred into the bargaining unit for operational reasons shall retain all seniority rights. An employee who transfers into the bargaining unit as a matter of personal convenience shall retain only seniority for the purpose of health and benefits and vacation benefits.

Employees promoted out of the bargaining unit shall retain their seniority for a period of up to six (6) months.

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

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

- (g) "Office" and "Customer Service" employees are not to be scheduled more hours than their seniority entitles them to receive.

11.2 Seniority and employment shall be terminated when:

- (a) An employee quits or is terminated and not reinstated through Article 16 and 17.

- (b) An employee fails to report back to work after seven (7) days when recalled from lay-off. An employee has to be recalled from lay-off by registered mail at the last known address on file with the Co-operative.
- (c) An employee has been on lay-off and has not worked for a period of six (6) months.
- (d) ***An employee fails to return to work in accordance with the terms of an approved leave of absence.***

11.3 Promotions and Vacancies

- (a) When a regular permanent ***or part-time*** job becomes vacant, the Co-operative agrees to post notice of vacancy on the ***employee's electronic platform.***
- (b) Vacancies and new positions within the scope of this Agreement shall be filled on the basis of ***seniority***, ability, and fitness to perform the work satisfactorily. ***Where the employees are considered qualified and equal in ability and fitness, seniority shall be the determination.***
- (c) A full-time employee reclassified or promoted to a new position shall be on a trial period of sixty (60) days. A part-time employee reclassified or promoted to a new position shall be on a trial period of ninety (90) days. ***If the Co-operative deems that such employee is incapable of performing the duties satisfactorily, the employee may be required to revert to their former position before the expiration of the trial period. In the event the former position is unavailable the Co-operative will assign a similar position, and the employee shall not be paid at a rate lesser than the rate they were paid***

in their former position prior to the trail period in the reclassification or promotion.

11.4 Full-Time Positions/Filling

When a part-time employee works the basic work week for twelve (12) consecutive weeks (exclusive of replacement hours caused by the absence of another employee who is absent due to W.C.B., L.T.D., vacation, or other leaves of absence to a maximum of six (6) months or maternity and parental leaves up to a combined maximum number of weeks outlined in Article 7.4 (a) and (b)), a full-time position will be deemed to exist and will be filled in accordance with Article 11.3 of this Agreement.

This provision shall not apply to employees hired for special projects or group assignments.

11.5 Part-Time Employees

Part-time employees shall not be employed or scheduled to the extent that it results in the displacement of, or prevents the hiring of full-time employees.

A part-time employee with over two (2) years seniority if formally laid off for more than four (4) consecutive weeks shall be able to exercise their seniority over the most junior employee within the bargaining unit in their own classification.

11.6 Transfers to New Departments

An employee will not be compelled to accept a transfer to a new department where the new rates of pay will result in the employee experiencing a wage reduction.

11.7 Lay-offs/Reduction of Hours (Full-Time)

Unless merit, fitness, and ability of the employee are greater than that of **another** employee regularly working full-time, seniority shall govern in cases of lay-off, reduction to part-time employment, and rehire.

A full-time employee, who is laid off or reduced to part-time, shall have the right to exercise their seniority over the most junior full-time employee in their department or another classification providing they can show they have the merit, fitness, and ability to perform the work of that other classification.

Full-time employees laid off in accordance with the above provision by the Co-operative shall be recalled to work in order of seniority provided:

- (a) No more than nine (9) months have elapsed since the last day worked by the employee;
- (b) The employee reports for duty within twenty-four (24) hours from the time of recall, unless the laid-off employee is employed elsewhere at the time of recall; and in such cases the recalled employee shall be given seven (7) days to report for duty;
- (c) The employee is capable of performing the work;
- (d) The Co-operative will send the recall notice by registered mail to the employee's last address on file with the Co-operative and will send a copy to the Union office, and,
- (e) Contained in (a) and (b) above, respectively, shall be extended if, upon recall, an employee is unable to report due to illness or accident. Any extension granted shall be

only for the duration of the illness or incapacity from accident, and the Co-operative may require the employee to provide written confirmation from a doctor of such illness or accident.

Full-time employees rehired within six (6) months of their lay-off shall retain their previous length of service for the purpose of this **Article** and the Article 6 – Vacations.

11.8 Displaced Employees – Closing of Department

When a full-time employee with one (1) or more years service ***and sufficient seniority to displace a junior employee*** is displaced due to a department closing or a job becoming redundant, the Co-operative agrees to give training to said employee, for a position presently in existence within the bargaining unit. Said employee shall be given credit for their career hours to a maximum of seventy-five hundred and one (7,501) hours in that classification. If the employee is successfully retrained within the similar period given a new employee ninety (90) calendar days, the employee may then exercise their seniority rights over junior, full-time employees within that classification. If the employee is successfully retrained within the period given, then the employee will progress through the acceleration period of the new classification. If said employee cannot satisfactorily be retrained in that position, the employee shall be afforded an opportunity, based on seniority, to work part-time in their former classification, if such classification is still in existence; otherwise, the employee shall be terminated with severance pay as below:

If an employee refuses part-time employment, ***they*** shall be considered to have terminated employment with the Co-operative. Any regular, full-time employee with one (1) or more years' service, whose service is terminated by the Co-operative

under this provision, shall receive one (1) week's severance pay for each year of continuous, full-time service, up to a maximum of fifteen (15) weeks pay. This **Article** does not apply to employees who accept other employment with the Co-operative outside the jurisdiction of this Agreement.

The Co-operative will attempt, to the best of their ability, to find a job within the bargaining unit for full-time employees with less than one (1) years seniority and part-time employees. If it is not possible, services of said employees will be terminated.

11.9 Technological Changes

The Co-operative agrees to notify the Union at least three (3) months in advance of any technological change that may result in the displacement of employees.

Article 12 – Scheduling

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

12.1 Definitions

In this Article:

“Unrestricted Part-time Employee” means a part-time employee who is available to work all shifts in their department a minimum of three (3) days per week ***being seven (7) days a week, Sunday to Saturday, including*** General Holidays.

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

A restricted employee must be available anytime on Sundays as per Article 12.7.

12.2 Scheduling Groups

- (a) General Clerks, including Produce and Grocery Clerks.
- (b) Clerk Cashiers, including File Maintenance*.
- (c) Bakery Clerks.
- (d) Pharmacy Assistants.
- (e) Pharmacy Technicians.
- (f) Floral Clerks.
- (g) Bakers, Cake Decorators.

Each of the designated classifications listed in Article 4.1(d) shall constitute an individual scheduling group.

*Relief for the Head File Maintenance classification may be provided from either the General Clerk or Clerk Cashier classification.

12.3 Scheduling

- (a) In the ordinary course of business, the order of scheduling employees within each scheduling group will be:
 - (i) Full-time employees to the extent of their basic workweek.

- (ii) Unrestricted part-time employees.
 - (iii) Restricted part-time employees.
- (b) Unrestricted employees will be scheduled more hours than other part-time employees in their classification in their department, and no less than their base provided there are hours available in their classification in their department after the full-time employees have all been scheduled and the employee has indicated availability to work those hours.
- (c) Unrestricted part-time employees will be scheduled before restricted part-time employees (i.e. unrestricted part-time employees will be scheduled to work a minimum of one (1) more hour than restricted employees).
- (d) Subject to Articles 12.3 (a) through (c), unless fitness and ability are greater than other part-time employees in the classification and in the department, in scheduling part-time employees:
 - (i) Preference in the available weekly hours of work shall be given to senior part-time employees within their classification and in their department, insofar as this is consistent with their availability and willingness to perform the work; and
 - (ii) Senior part-time employees within a classification and a department will be given the opportunity to work their hours for the week in a fewer number of days.
- (e) All full-time employees including Department Managers will, on a fair rotation basis, work evening shifts and no

full-time employee will be required to work more than two (2) evenings per week, (after 6:30 p.m. for customer shopping convenience) except in cases of an emergency. It is understood that this shall not preclude employees from requesting that they be allowed to work additional evening shifts when the store is open for sales after 6:30 p.m. For the purpose of this **Article**, an evening shift is deemed to be a shift that ends at 9:00 p.m. or later. Where there are issues regarding fair rotation, the Co-operative and the Union agree to meet to discuss a solution.

There shall be a fair rotation of all night work when the store is open for business, insofar as this is practical for store operation. It is understood that this excludes Courtesy Clerks.

Full-time employees who have a specific request for time off in the evenings shall inform the Co-operative in writing of the specific evenings that they are requesting. Full-time employees cannot request more than two (2) evenings per week. Subject to operational needs, requests will not be unreasonably denied.

- (f) There shall be an interval of not less than ten (10) hours between shifts for all employees. An employee who is not allowed ten (10) hour intervals between shifts shall be paid the rate of time and one half (1 ½ X) for time worked prior to the expiry of the ten (10) hour interval. The hours which an employee works prior to the expiry of the ten (10) hour interval will be included in determining the basic work day for the purpose of calculating overtime. (Example: An employee's shift ends at 10:00 p.m. and they start the next day at 6:00 a.m. working through to 5:00 p.m. with an hour for lunch ten (10) hours worked. That employee is entitled to pay as follows: the first two (2) hours at time and one

half (1 1/2 X), the next six (6) hours at regular time and the last two (2) hours at time and one half (1 1/2 X) because these hours exceed eight (8) in one (1) day.)

- (g) The Co-operative may transfer an employee between scheduling groups to provide relief and additional help after all part-time employees within that scheduling group have been given the opportunity to work the available shifts up to the point of being scheduled overtime.
- (h) The Co-operative shall schedule all full-time employees two (2) consecutive days off (Saturday-Sunday) or (Sunday-Monday) once every four (4) weeks, and where practical, the schedule will provide for fair rotation of the above combinations.

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

Days off to be attached to vacations after giving the Co-operative thirty (30) days notice.

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

Subject to the foregoing, where an employee has been scheduled to work more than seven (7) consecutive days and approaches Management to request that the

schedule be changed, Management will change the schedule so the employee does not work more than seven (7) consecutive days. It is understood that the employee will make the request a minimum of seventy-two (72) hours prior to the eighth (8th) scheduled work day.

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

Employees who have a specific request for time off shall inform the Co-operative in writing of the specific days that they are requesting two (2) weeks prior to the schedule being posted.

(k) The Co-operative agrees that **they** will fully comply with any law requiring that employees be given time off to vote.

12.4 Restrictions and Availability Forms

Part-time employees will be required to declare their availability upon being hired.

Any part-time employee can change their availability up to four (4X) times per year by obtaining a new Availability Form from their electronic time and attendance platform for approval and submitting it prior to the following effective dates: November 15th, February 15th, May 15th, August 15th.

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

The **Co-operative** may grant extensions to the above deadlines where an employee is able to demonstrate that exceptional circumstances would prevent them from submitting their availability on those dates.

Part-time employees will be required to work according to their most recent declaration of availability. Employees cannot use a floating availability date to limit or further limit their availability.

Upon request the Co-operative will provide the Union with completed Availability Forms.

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

The Co-operative shall allow the Union to review, and photocopy completed Availability Forms at store level upon request.

An unrestricted part-time employee must be available to work any shift scheduled in their department on the days required to work, as defined in Article 12.1. An unrestricted part-time employee, who is attending an accredited school of learning and is considered a full-time student, as defined by that school, shall be available to work any shift scheduled in their department while the store is open to the public, with the exception of their classroom hours.

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

12.5 Posting of Schedules

The Co-operative shall post the weekly work schedule for all employees not any later than Saturday **(12:00 p.m)** noon to cover a two (2) week period. An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies such as fire, flood, breakdown of machinery, or other instances beyond the control of the Co-operative. An employee whose schedule is changed by reason of the foregoing will be notified as soon as possible.

Employees' seniority dates (for the purpose of call-in to work) shall be placed on the weekly work schedule, beside their names.

In all other cases, at least two (2) days' notice of any change must be given, or four (4) additional hours pay at the employee's applicable rate given in lieu of proper notice.

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

There shall be a daily starting time for each employee. Daily hours of work for employees shall be consecutive with the exception of rest periods and meal periods. No split shifts shall be worked.

Schedules shall be written ***through the Co-operative's electronic time and attendance platform*** and include employees' name, seniority dates, and total weekly scheduled hours. Any changes made to the original posted schedule ***will be done through the Co-operative's electronic time and attendance platform within the same day***

12.6 Reduction of Hours

Subject to Articles 12.2 and 12.3, the Co-operative shall not reduce the weekly hours of an employee for the purpose of replacing such hours with another employee at a lower hourly rate of pay.

The Union agrees that the Co-operative shall have the right to determine the minimum number of employees it requires in each classification to provide service to the customers in its locations. Subject to Articles 12.2 and 12.3, the Co-operative agrees to minimize the reduction of weekly hours of work for senior part-time employees, wherever possible, when a downward adjustment of hours is implemented.

12.7 Sunday Work

Sunday shall be considered the first day of the employee's basic work week for all purposes of the Collective Agreement.

Employees hired on February 14th, 1987 or before will have the opportunity to notify the Co-operative of any change to their availability for Sunday work four (4X) times per year: January 1st, April 1st, July 1st, and October 1st.

Employees hired after February 14th, 1987 will not restrict their availability for Sunday work and Sunday work will be equally rotated among those employees

If sufficient employees are not available to work on Sundays, the Co-operative shall have the right to schedule hours according to "reverse seniority" provided the employee has the ability to perform the work.

12.8 Call-Ins

In the event of a short notice absence of an employee or in the event an occasion arises where work beyond that which is scheduled is necessary and additional hours must be worked, the Co-operative will call-in part-time employees in the same classification in the department who perform the same job in accordance with the following:

- (a) Subject to the above, employees will be called in order of seniority.
- (b) All employees who are called-in shall have their additional hours posted on the schedule in ink as call- in hours.
- (c) All employees called in and who report for work, if required to work less than four (4) hours, shall receive four (4) hours pay at their regular hourly rate.

12.9 Night Stocking

- (a) ***Employees performing night stocking shall not be scheduled in excess of three (3) months over a six (6) month period, excluding employees hired specifically for night stocking in the night stocking classifications. By mutual agreement between Management, the employee and the Union, the time limit set forth in this paragraph may be altered***
- (b) ***Employees performing night shift stocking shall have one half (1/2) hour meal break. No employee shall be required to work alone on the premises on a night shift.***
- (c) ***Employees performing night stocking and those***

classified in the Night Stocking Clerk and Senior Night Stocking Clerk shall not receive the Night shift premium in addition to the Night Stocking premium.

- (d) The above shall be subject to emergencies in Article 12.5 or when employees, subject to the approval of Management and the Union, desire a modified shift.

Article 13 – Union's Recognition of Management's Rights

The Union agrees that the Management of the Co-operative – including the right to plan, direct, and control store operations; the direction of the working force; the discharge or discipline of employees for proper cause, and those matters requiring judgement as to competency of employees – is the sole right and function of the Co-operative.

The Parties agree that the foregoing enumeration of Management rights shall not be deemed to exclude other recognized functions of Management not specifically covered in this Agreement. The Co-operative, therefore, retains all rights not otherwise specifically covered in this Agreement.

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

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

Article 14 – Union Security

14.1 Union Stewards

1. Shop Stewards may be elected or appointed by the Union from time to time and the Co-operative will be kept informed, by the Union, of such elections or appointments.
2. Complaints and grievances, of a minor or emergency nature, may be submitted verbally by the Shop Steward to the designated representative of the Co-operative prior to processing in the manner outlined in Articles 16 and 17 of the Collective Agreement.
3. The Shop Steward may raise grievances and complaints with the Store Manager/Store Supervisor or, in ***their*** absence the Assistant Store Manager at a time suitable to both parties, which may include time during regular working hours.
4. When a Shop Steward is investigating a complaint or grievance on the Co-operative's time, ***they*** will first notify the Store Manager/Store Supervisor or Assistant Store Manager and the actual time chosen for the investigation of the complaint or grievance must be acceptable to the Co-operative. The length of time involved in investigating a complaint or grievance, on the Co-operative's time, will be that considered reasonable by both the Shop Steward and Store Manager.
5. It is agreed that the Shop Steward and the Store Manager will make every effort to resolve the complaints and grievances as quickly as possible.
6. It is also agreed that, as far as possible, the handling of

complaints and grievances will be confined to such times as will not interfere with the operations of the department or service to the customers.

7. Shop Stewards will not suffer discrimination with respect to any condition of employment (including transfers) by reason of their involvement in lawful Union activities.

14.2 Visits to Stores

Duly authorized representatives of the Union after notifying the Store Manager or personnel in charge of operations during ***their*** absence, shall be entitled to visit the store during hours when the store is open for the purpose of observing working conditions, request schedules and time cards, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being observed. Interviews may be held in a place designated by the Store Manager ***and time taken for such interviews in excess of five (5) minutes shall not be on Co-operative time unless approved by Management.*** Any alleged discrepancies shall be presented to the Co-operative in accordance with Article 16 of this Agreement. ***The foregoing visit(s) shall not interfere with smooth operations of the business.***

14.3 Schedules

Following notification to the Store Manager or person in charge of the store, Union Representative and Shop Stewards shall be permitted outside working hours to review the Hours of Work Schedules and Time Sheets, ***request and receive electronic copies via email or printed copies within forty-eight (48) hours, barring extenuating circumstances.*** The Union agrees to deal with the copied schedules in a confidential manner. In the event of any discrepancies, they shall be

presented under Article 16 of this Agreement.

- 14.4 The Union will provide a lockable bulletin board which will be installed by the Co-operative. This bulletin board is for Union information and notices only. The Union will be responsible for all maintenance and repair of the bulletin board.

14.5 Union Decal

The Co-operative agrees to display the official Union decal of the United Food and Commercial Workers Canada Union, Local No. 401 in a location where it can be seen by customers.

- 14.6 Seniority lists for full-time and part-time employees by store showing the employee's name, department, classification, rate of pay, ***status (part-time, full-time, or LOA)***, date of hire, home address, and phone number shall be forwarded to the Union on a quarterly basis.

- 14.7 The Co-operative will supply a report to the Union containing the following information on a mutually agreed data processing medium following the close of the four (4) week accounting period:

- Hours worked
- Store number
- Employee number
- Name in full
- Social Insurance Number
- Date of birth
- Termination date
- Amount of current weekly dues
- Amount of current initiation fees
- Total dues for each employee for the current period
- Total initiation fees for each employee for the current period

- Total education and training fund hours

14.8 New Employee Orientation

Shop Stewards will be allowed to introduce themselves to new employees ***and provide an introduction to the Union.*** Such time will not exceed ***thirty (30)*** minutes and shall not unduly interfere with the employee's regular duties ***and operations of the Co-operative. This shall occur at the time the Co-operative conducts its new employee orientation. The Co-operative will give the Union advance notice of when new employee orientations will be conducted and when the Union introduction will take place on that date.***

Upon request to the Store Manager, or their designate, a Shop Steward shall receive a list of all new employees in all departments covered by the Collective Agreement.

14.9 No Discrimination

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

No employee shall be discharged or discriminated against for any Union activity, or for serving on a Union Committee, or for reporting to the Union the violation of any provision(s) of this Agreement.

Article 15 – Discipline

15.1 The Co-operative shall not be deemed obligated to give any notice whatsoever or to give any pay in lieu thereof to any employee guilty of severe insubordination, dishonesty,

obvious disloyalty, refusal to participate in a Substance Abuse Evaluation (SAE) or Return to Work (RTW) agreement, or when termination is for just and proper cause.

15.2 When an employee's work performance is such that it may lead to discipline or discharge and is the subject of discussion between the employee and the Co-operative, the Union Steward shall be present. In the absence of a Local 401 Retail Union Steward, the Co-operative shall use a Local 401 Meat Union Steward.

15.3 ***Discipline will be removed from an*** employee's file after twenty-four (24) months ***of discipline free service.***

As an exception, discipline involving violence in the workplace, harassment, bullying, or major safety violations, ***will be retained on an employee's file for investigation audits,*** file but will not be used in disciplinary proceedings.

15.4 ***In the event that an employee has been terminated without proper cause, a labour arbitrator duly appointed in accordance with this Collective Agreement, shall have the authority to order a remedy including, but not limited to, reinstatement and payment for lost wages.***

Article 16 – Grievance Procedure

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

All grievances, not presented within ***thirty (30) days*** from the date the grievance arose, shall be considered abandoned. The procedure for adjustment of grievances shall be as follows:

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

Second Step: If satisfaction is not obtained in Step 1 above, then the employee may ***submit a grievance through their Union. The grievance shall be presented, in writing, by the employee or the Union Representative to the Co-operative's VP of Talent and Culture or designate in the event of their absence.***

Third Step: The grievance shall be presented, in writing, by the employee or the Union Representative to the Co-operative's General Manager, or designate in the event of their absence, and the representative of both the Co-operative and the Union shall meet in good faith and earnestly endeavour to settle the grievance submitted. If a satisfactory settlement cannot be reached, or if the party to whom the grievance has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a single arbitrator. Such arbitrator is to be established in the manner provided for in Article 17 of this Agreement.

Any employee alleging wrongful dismissal may place their allegation before the Union Representative, and if the Union Representative considers that the objection of the employee has merit, the dismissal shall become a grievance and be subject to the grievance procedure as

established by this Agreement. ***These time limits can be extended or waived upon mutual agreement at the request of either party.***

Article 17 – Arbitration Procedure

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

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

Article 18 – Miscellaneous

18.1 Maintenance and Adequate Heating Facilities

The Co-operative agrees to maintain adequate heating and lighting facilities in each store while work is being performed in the location.

18.2 Discrimination/Intimidation

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

No employee shall be charged or discriminated against for any lawful Union activity or for serving on a Union committee or for reporting to the Union the violation of any provisions of this Agreement. Instances of alleged violations of the foregoing will be brought to the attention of the Human Resources Managers, and a full investigation by the parties will follow.

If an employee walks off the job and alleges Management has deliberately coerced or intimidated them into doing so, the matter shall be considered under the grievance procedure; and if such allegations are proved to be true, then the employee shall be considered not to have resigned. **If such allegations are proved to be untrue then the employee shall be considered to have resigned.** Such grievances must be filed no later than three (3) days after the incident that gave rise to the situation.

The Co-operative and the Union endorse the principles contained in the Alberta Human Rights Act ***and agree to work together to ensure that no employee is discriminated against because of their race, colour, ancestry, place of origin, religious beliefs, gender, identity, gender***

expression, age, physical disability, mental disability, marital status, family status, source of income, and sexual orientation.

18.3 Wearing Apparel

- (a) For employees in Bakery Production and Meat Cutters, the Co-operative shall furnish, without cost to the employee, smock or apron, and the Co-operative shall pay for repair and laundering of same in compliance with the order of the Alberta Labour Relations Code.

In other departments where the Co-operative requires an employee to wear smocks or aprons, the Co-operative shall provide and repair such smocks and aprons free of cost to the employee.

Special clothing, such as rain capes and parkas, is to be supplied as decided by the Co-operative, where required. Employees shall be permitted to wear sweaters and/or such other clothing as they may deem necessary providing such clothing conforms to the Co-operative policy. Gloves will be made available, as required, for use in cold weather. (Employees shall be permitted to wear suitable boots in inclement weather).

The Co-operative agrees to supply rubber boots to employees in Produce and Meats who require them.

- (b) The Co-operative will provide uniform shirts at the time of hire on the following basis:
- (i) Two (2) shirts to full-time employees.
 - (ii) One (1) shirt to part-time employees.

In addition, the Co-operative will provide one (1) replacement shirt after a year of employment and each subsequent year upon request by the employee, if the condition of the shirt warrants replacement.

Employees are required to maintain their shirt(s) in a clean and presentable condition. Any additional shirts required by the employee can be purchased from the Co-operative.

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

18.4 Lockers

The Co-operative will not search an employee's locker without their consent or proper authorization, unless cause is determined through an investigation supported by the Asset Protection and/or Human Resources department. The employee will be given the opportunity to be present with reasonable notice.

The Union and the Co-operative agree to meet and discuss reasonable changes to locker facilities where present locker space is inadequate.

18.5 Harassment

The Union and the Co-operative agree that the stores covered by this Collective Agreement should be free of harassment. The Co-operative and the Union agree to cooperate with each other in preventing and eliminating harassment.

The employee shall have the right to grieve under the Collective Agreement.

18.6 Joint Labour Management Committee

The Co-operative and the Union agree to establish a Joint Labour Management Committee (JLMC) which will consist of representatives from the Co-operative and the bargaining units. The parties agree to meet quarterly (1/4) unless mutually agreed otherwise. The JLMC will consist of **up to a maximum of six (6)** bargaining unit members as appointed by the Union, with a minimum of one (1) bargaining unit member from each bargaining unit, and **up to a maximum of six (6)** members of the Co-operative, one **(1)** of whom will be the **Chief Executive Officer** or their designate. The JLMC will discuss any items of concern to either party arising out of the operation of the Collective Agreement and the **facilities** covered by the Agreement but does not have the authority to amend any language in the Collective Agreement.

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

JLMC minutes shall be posted on the Co-operative bulletin boards after each meeting. Members of the JLMC shall be paid at the straight time hourly rate for all time while attending the meetings.

18.7 Safety

It shall be the duty and responsibility of both the Co-operative and the employee to co-operate and ensure that tools, equipment, and utilities used by the employees are maintained in a good and safe condition.

18.8 Employee Security

Employees working evening shifts may request an escort to their car to ensure their safe departure. The request must be made to the person in charge of the store who will make arrangements for the employee to be escorted to their car.

Employees using other means of transportation may also request help in ensuring their safe departure.

Other matters relating to the employee's security should be brought to the attention of Management.

For those stores where front end security is deemed by both parties to be at risk, the Union and the Co-operative agree to establish a J.L.M. committee to meet and implement solutions to such security risks within two (2) weeks of meeting.

18.9 Occupational Health and Safety Committee

The Co-operative shall make reasonable provisions for the health and safety of its employees during working hours. The Union may bring to the attention of the Co-operative recommendations for improvements in conditions of work and these recommendations shall be subject of negotiations between the Co-operative and the Union.

The Co-operative and the Union agree to the establishment of a

Joint Work Site Health and Safety Committee comprised of equal representation from the Co-operative and those representatives appointed by the Union. Meetings will be held monthly. Committee members will be paid for actual time spent at meetings at straight time rates.

All health and safety matters may be grieved and arbitrated. An employee may refuse to carry out any work, if on reasonable and probable grounds, the employee believes that it will cause to exist an imminent danger to the health or safety of that employee or another employee present at the worksite, until steps have been taken to satisfy the employee otherwise, or until the Joint Work Site Health and Safety Committee or an Occupational Health and Safety Officer has established that it is safe to perform the work.

The Co-operative and the Union agree to comply with the Occupational Health and Safety Act.

18.10 Staff Meetings

Staff meetings, wherever held, shall be considered as time worked and paid for as such, except when they are dinner meetings at which attendance is voluntary by the employee. It is understood that dinner meetings will be considered evening meetings accompanied by a meal and held outside the store proper.

18.11 Department Meetings

Notwithstanding the foregoing, the Co-operative may schedule four (4) store departmental meetings per year at which attendance is required (except for those on approved leave of absence) and the employees shall be paid for the time at the meeting at their regular rate of pay. Meetings will be limited to

two (2) hours.

18.12 Cash Shortage

No employee may be required to make up cash register shortages unless **they are** given the privilege of checking the money and daily receipts upon starting and completing the work shift, and unless the employee has exclusive access to the cash register during the work shift, except as specified below:

No employee may be required to make up 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 certify all withdrawals and/or deposits.

All employees must comply with the Co-operative's policy in respect to the registering of sales and handling of cash.

18.13 Water

Employees may elect to bring a bottle of water to their workstation while working provided that:

1. The bottle is a "Co-op" brand or in an approved unbranded refillable container.
2. The size is no larger than 1-Liter or smaller.
3. The bottle is stored under a counter or till.
4. The employee exercises common courtesy with customers while consuming water.

18.14 Food Safety

Employees can speak freely with both Management and the Union regarding food safety issues and are expected to bring

any potential food safety issue forward to Management.

18.15 If an employee is required or requests to wear safety shoes or boots, the Co-operative shall reimburse them for the first one hundred (\$100.00) dollars of their purchase upon provision of a proper receipt on an annual basis.

18.16 “Phased-In Retirement” Option

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

- (a) The Phased-In Retirement Option must be agreed to in writing between the Co-operative and employee, with a specified end date not to exceed three (3) years.
- (b) Only full-time active employees aged sixty (60) years or older will be eligible for this option.
- (c) Eligible employees may request to participate in this option and their requests will be granted provided it will not interfere with the efficient operation of the business. Requests will not be unreasonably denied.
- (d) Employees can only elect for this option once in their career. An employee will only be able to revert to regular full-time status as a result of a life-changing event (i.e. divorce, separation, death/illness of a partner) and if operational needs allow.
- (e) These employees shall work thirty-two (32) hours per week.

Article 19 – Job Descriptions

19.1 Classifications

Grocery Clerks Clerk/Cashier
Pharmacy Assistant
Floral Clerk
Bakery Clerk
Bakers
Cake Decorator

For greater clarity, the Co-operative proposes to add the following classifications to Retail 19.1 - Classifications:

Produce Clerk
Meat Clerk
Deli Clerk
Floral Operator
Night Stocking Clerk
Senior Night Stocking Clerk
Gas Bar Attendant
Gas Bar Supervisor
Head file Maintenance
Non-Ticketed Bakers
Meat Cutter
Head Cashier
Registered Pharmacy Technician
Assistant Meat Manager
Assistant Deli Manager

Article 20 – Expiration and Renewal

This Agreement shall be effective from February **17th, 2023** and shall remain in force until February 17th, **2028** and thereafter from year to

year; but either party may, not more than one hundred twenty (120) days and not less than sixty (60) days before the expiry date or renewal date of such Agreement, give notice, in writing, to the other party to (a) terminate such Agreement, or (b) to negotiate revisions thereof.

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

- (1) The Union serves notice of strike in accordance with the Alberta Labour Relations Code.
- (2) The Co-operative serves notice of lockout in accordance with the Alberta Labour Relations Code.
- (3) Strikes and Lockouts

There shall be no strikes or lockouts during the term of this Agreement, as per the appropriate sections of the Alberta Labour Relations Code.

Signed this _____ day of _____, **2026.**

For the Co-operative:

Co-operative Committee:

Norm Swain
Brad Dewing
Maurice Dransfield,
McLennan Ross
Modupeola Oromidayo

For the Union:

Union Committee:

Ricardo de Menezes
Cory Anderson
Jeannette Buitenhuis
Kevin Schafer

This Agreement was ratified on ***February 19th, 2026.***

Appendix “A” – Wage Scales

In the event that the Provincial minimum wage exceeds steps in the wage scale, employees will be paid at the new minimum wage, and employees will receive an increase when their class hours correspond to an existing rate on the employee’s scale that is greater than minimum wage

Grocery Clerk, Clerk Cashiers, Floral Clerks, Bakery clerk, Produce Clerk, Meat Clerk, Cake decorator, Non-Ticketed Bakers and Deli clerk.

	Year 1	Year 2	Year 3	Year 4	Year 5
Hours	Feb 17, 2023 - Feb 16, 2024	Feb 17, 2024 - Feb 16, 2025	Feb 17, 2025 - Feb 16, 2026	Feb 17, 2026 - Feb 16, 2027	Feb 17, 2027 - Feb 16, 2028
0	\$15.30	\$15.35	\$15.40	\$15.45	\$15.50
693	\$15.40	\$15.45	\$15.50	\$15.55	\$15.60
1387	\$15.50	\$15.55	\$15.60	\$15.65	\$15.70
2080	\$15.60	\$15.65	\$15.70	\$15.75	\$15.80
2773	\$15.70	\$15.75	\$15.80	\$15.85	\$15.90
3467	\$15.80	\$15.85	\$15.90	\$15.95	\$16.00
4160	\$15.90	\$15.95	\$16.00	\$16.05	\$16.10
4853	\$16.00	\$16.05	\$16.10	\$16.15	\$16.20
5547	\$16.10	\$16.15	\$16.20	\$16.25	\$16.30
6240	\$16.43	\$16.43	\$16.43	\$16.43	\$16.55
6934	\$16.94	\$16.94	\$16.94	\$16.94	\$16.94
7627	\$17.46	\$17.46	\$17.46	\$17.46	\$17.46
8321	\$17.99	\$17.99	\$17.99	\$17.99	\$17.99
9014	\$18.54	\$18.54	\$18.54	\$18.54	\$18.54
9708	\$19.38	\$19.77	\$20.16	\$20.57	\$20.98
10400+	\$20.69	\$21.31	\$21.95	\$22.61	\$23.29
Pre- Feb 16, 2016 (6240+)	\$23.59	\$24.30	\$25.03	\$25.78	\$26.55
Pre 2003 (10000 +)	\$24.38	\$25.11	\$25.86	\$26.64	\$27.44

Head Cashier

	Year 1	Year 2	Year 3	Year 4	Year 5
Hours	Feb 17, 2023 - Feb 16, 2024	Feb 17, 2024 - Feb 16, 2025	Feb 17, 2025 - Feb 16, 2026	Feb 17, 2026 - Feb 16, 2027	Feb 17, 2027 - Feb 16, 2028
0	\$26.13	\$26.72	\$27.25	\$27.79	\$28.35

Head File Maintenance

	Year 1	Year 2	Year 3	Year 4	Year 5
Hours	Feb 17, 2023 - Feb 16, 2024	Feb 17, 2024 - Feb 16, 2025	Feb 17, 2025 - Feb 16, 2026	Feb 17, 2026 - Feb 16, 2027	Feb 17, 2027 - Feb 16, 2028
0	\$23.47	\$24.00	\$24.48	\$24.97	\$25.47

Floral Operator

	Year 1	Year 2	Year 3	Year 4	Year 5
Hours	Feb 17, 2023 - Feb 16, 2024	Feb 17, 2024 - Feb 16, 2025	Feb 17, 2025 - Feb 16, 2026	Feb 17, 2026 - Feb 16, 2027	Feb 17, 2027 - Feb 16, 2028
0	\$25.01	\$25.57	\$26.08	\$26.61	\$27.14

Night Stocking Clerk

	Year 1	Year 2	Year 3	Year 4	Year 5
Hours	Feb 17, 2023 - Feb 16, 2024	Feb 17, 2024 - Feb 16, 2025	Feb 17, 2025 - Feb 16, 2026	Feb 17, 2026 - Feb 16, 2027	Feb 17, 2027 - Feb 16, 2028
0	\$17.30	\$17.35	\$17.40	\$17.45	\$17.50
693	\$17.40	\$17.45	\$17.50	\$17.55	\$17.60
1387	\$17.50	\$17.55	\$17.60	\$17.65	\$17.70
2080	\$17.60	\$17.65	\$17.70	\$17.75	\$17.80
2773	\$17.70	\$17.75	\$17.80	\$17.85	\$17.90
3467	\$17.80	\$17.85	\$17.90	\$17.95	\$18.00
4160	\$17.90	\$17.95	\$18.00	\$18.05	\$18.10
4853	\$18.00	\$18.05	\$18.10	\$18.15	\$18.20
5547	\$18.10	\$18.15	\$18.20	\$18.25	\$18.30
6240	\$18.43	\$18.43	\$18.43	\$18.43	\$18.55
6934	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94
7627	\$19.46	\$19.46	\$19.46	\$19.46	\$19.46

8321	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
9014	\$20.54	\$20.54	\$20.54	\$20.54	\$20.54
9708	\$21.38	\$21.77	\$22.16	\$22.57	\$22.98
10400+	\$22.69	\$23.31	\$23.95	\$24.61	\$25.29

Senior Night Stocking Clerk

	Year 1	Year 2	Year 3	Year 4	Year 5
Hours	Feb 17, 2023 - Feb 16, 2024	Feb 17, 2024 - Feb 16, 2025	Feb 17, 2025 - Feb 16, 2026	Feb 17, 2026 - Feb 16, 2027	Feb 17, 2027 - Feb 16, 2028
0	\$18.30	\$18.35	\$18.40	\$18.45	\$18.50
693	\$18.40	\$18.45	\$18.50	\$18.55	\$18.60
1387	\$18.50	\$18.55	\$18.60	\$18.65	\$18.70
2080	\$18.60	\$18.65	\$18.70	\$18.75	\$18.80
2773	\$18.70	\$18.75	\$18.80	\$18.85	\$18.90
3467	\$18.80	\$18.85	\$18.90	\$18.95	\$19.00
4160	\$18.90	\$18.95	\$19.00	\$19.05	\$19.10
4853	\$19.00	\$19.05	\$19.10	\$19.15	\$19.20
5547	\$19.10	\$19.15	\$19.20	\$19.25	\$19.30
6240	\$19.43	\$19.43	\$19.43	\$19.43	\$19.55
6934	\$19.94	\$19.94	\$19.94	\$19.94	\$19.94
7627	\$20.46	\$20.46	\$20.46	\$20.46	\$20.46
8321	\$20.99	\$20.99	\$20.99	\$20.99	\$20.99
9014	\$21.54	\$21.54	\$21.54	\$21.54	\$21.54
9708	\$22.38	\$22.77	\$23.16	\$23.57	\$23.98
10400+	\$23.69	\$24.31	\$24.95	\$25.61	\$26.29

Pharmacy Assistant

	Year 1	Year 2	Year 3	Year 4	Year 5
Hours	Feb 17, 2023 - Feb 16, 2024	Feb 17, 2024 - Feb 16, 2025	Feb 17, 2025 - Feb 16, 2026	Feb 17, 2026 - Feb 16, 2027	Feb 17, 2027 - Feb 16, 2028
0	\$16.30	\$16.35	\$16.40	\$16.45	\$16.50
693	\$16.54	\$16.60	\$16.65	\$16.70	\$16.75
1387	\$16.79	\$16.84	\$16.90	\$16.95	\$17.00
2080	\$17.21	\$17.27	\$17.32	\$17.37	\$17.42

2773	\$17.64	\$17.70	\$17.75	\$17.81	\$17.86
3467	\$18.08	\$18.14	\$18.19	\$18.25	\$18.31
4160	\$18.54	\$18.59	\$18.65	\$18.71	\$18.76
4853	\$19.05	\$19.10	\$19.16	\$19.22	\$19.28
5547	\$19.57	\$19.63	\$19.69	\$19.75	\$19.81
6240	\$20.11	\$20.17	\$20.23	\$20.29	\$20.35
6934	\$20.66	\$20.72	\$20.79	\$20.85	\$20.91
7627	\$21.23	\$21.29	\$21.36	\$21.42	\$21.49
8321 +	\$24.19	\$24.73	\$25.23	\$25.73	\$26.25

Registered Pharmacy Technician

	Year 1	Year 2	Year 3	Year 4	Year 5
Hours	Feb 17, 2023 - Feb 16, 2024	Feb 17, 2024 - Feb 16, 2025	Feb 17, 2025 - Feb 16, 2026	Feb 17, 2026 - Feb 16, 2027	Feb 17, 2027 - Feb 16, 2028
0	\$24.38	\$24.62	\$24.87	\$25.12	\$25.37
693	\$24.86	\$25.11	\$25.36	\$25.61	\$25.87
1387	\$25.36	\$25.62	\$25.88	\$26.14	\$26.40
2080	\$25.87	\$26.13	\$26.39	\$26.65	\$26.92
2773	\$26.39	\$26.65	\$26.92	\$27.19	\$27.46
3467	\$26.92	\$27.19	\$27.46	\$27.73	\$28.01
4160	\$27.46	\$27.74	\$28.02	\$28.30	\$28.58
4853+	\$30.98	\$31.44	\$31.75	\$32.07	\$32.39

Assistant Meat Manager

	Year 1	Year 2	Year 3	Year 4	Year 5
Hours	Feb 17, 2023 - Feb 16, 2024	Feb 17, 2024 - Feb 16, 2025	Feb 17, 2025 - Feb 16, 2026	Feb 17, 2026 - Feb 16, 2027	Feb 17, 2027 - Feb 16, 2028
0	\$28.50	\$29.14	\$29.72	\$30.31	\$30.92

Assistant Deli Manager

	Year 1	Year 2	Year 3	Year 4	Year 5
Hours	Feb 17, 2023 - Feb 16, 2024	Feb 17, 2024 - Feb 16, 2025	Feb 17, 2025 - Feb 16, 2026	Feb 17, 2026 - Feb 16, 2027	Feb 17, 2027 - Feb 16, 2028
0					
Pre 2003	\$26.14	\$26.73	\$27.26	\$27.81	\$28.36
Post 2003	\$24.50	\$25.05	\$25.55	\$26.06	\$26.58

Meat Cutter

	Year 1	Year 2	Year 3	Year 4	Year 5
Hours	Feb 17, 2023 - Feb 16, 2024	Feb 17, 2024 - Feb 16, 2025	Feb 17, 2025 - Feb 16, 2026	Feb 17, 2026 - Feb 16, 2027	Feb 17, 2027 - Feb 16, 2028
0	\$16.84	\$16.89	\$16.94	\$16.99	\$16.99
693	\$17.36	\$17.41	\$17.46	\$17.51	\$17.51
1387	\$17.71	\$17.76	\$17.81	\$18.86	\$18.86
2080	\$18.06	\$18.11	\$18.16	\$18.21	\$18.21
2773	\$18.42	\$18.47	\$18.52	\$18.57	\$18.57
3467	\$18.79	\$18.84	\$18.89	\$18.94	\$18.94
4160	\$19.07	\$19.12	\$19.17	\$19.22	\$19.22
4853	\$25.40	\$25.65	\$25.91	\$26.17	\$26.43

Gas Bar Attendant

	Year 1	Year 2	Year 3	Year 4	Year 5
Hours	Feb 17, 2023 - Feb 16, 2024	Feb 17, 2024 - Feb 16, 2025	Feb 17, 2025 - Feb 16, 2026	Feb 17, 2026 - Feb 16, 2027	Feb 17, 2027 - Feb 16, 2028
0	\$15.30	\$15.35	\$15.40	\$15.45	\$15.50
693	\$15.40	\$15.45	\$15.50	\$15.55	\$15.60
1387	\$15.50	\$15.55	\$15.60	\$15.65	\$15.70
2080	\$15.60	\$15.65	\$15.70	\$15.75	\$15.80
2773	\$15.70	\$15.75	\$15.80	\$15.85	\$15.90
3467	\$15.80	\$15.85	\$15.90	\$15.95	\$16.00
4160	\$15.90	\$15.95	\$16.00	\$16.05	\$16.10
4853	\$16.00	\$16.05	\$16.10	\$16.15	\$16.20

5547	\$16.10	\$16.15	\$16.20	\$16.25	\$16.30
6240	\$16.43	\$16.48	\$16.53	\$16.58	\$16.58
6934	\$16.94	\$16.99	\$17.04	\$17.09	\$17.09
7627	\$17.46	\$17.51	\$17.56	\$17.61	\$17.61
8321+	\$17.97	\$18.15	\$18.33	\$18.51	\$18.70

Gas Bar Supervisor

	Year 1	Year 2	Year 3	Year 4	Year 5
Hours	Feb 17, 2023 - Feb 16, 2024	Feb 17, 2024 - Feb 16, 2025	Feb 17, 2025 - Feb 16, 2026	Feb 17, 2026 - Feb 16, 2027	Feb 17, 2027 - Feb 16, 2028
0	\$16.80	\$16.85	\$16.90	\$16.95	\$17.00
693	\$16.90	\$16.95	\$17.00	\$17.05	\$17.10
1387	\$17.00	\$17.05	\$17.10	\$17.15	\$17.20
2080	\$17.10	\$17.15	\$17.20	\$17.25	\$17.30
2773	\$17.20	\$17.25	\$17.30	\$17.35	\$17.40
3467	\$17.30	\$17.35	\$17.40	\$17.45	\$17.50
4160	\$17.40	\$17.45	\$17.50	\$17.55	\$17.60
4853	\$17.50	\$17.55	\$17.60	\$17.65	\$17.70
5547	\$17.60	\$17.65	\$17.70	\$17.75	\$17.80
6240	\$17.93	\$17.98	\$18.03	\$18.08	\$18.08
6934	\$18.44	\$18.49	\$18.54	\$18.59	\$18.59
7627	\$18.96	\$19.01	\$19.06	\$19.11	\$19.11
8321+	\$19.47	\$19.65	\$19.83	\$20.01	\$20.20

Lump Sum 2023:

All employees employed in 2023 and still active on payroll at date of ratification with an average of twenty-eight (28) hours per week or more between February 16th, 2024 – February 15th, 2025 = one thousand (\$1,000.00) dollars.

All employees employed in 2023 and still active on payroll at date of ratification below an average of twenty-eight (28) hours per week between February 16th, 2024 – February 15th, 2025 = five hundred

(\$500.00) dollars.

Retro pay 2024 and 2025: Based on hours worked.

Letters of Understanding

Between: South Country Co-op Limited (the “Co-operative”)

And: United Food and Commercial Workers Canada Union,
Local No. 401 (the “Union”)

1. General Clerks Cashing

General Clerks will not ***normally*** be scheduled to do Clerk Cashier work. This Agreement acknowledges, however, that a General Clerk may have to perform occasional Clerk Cashier work, if necessary, for the purposes of relief, ***vacation coverage, training coverage***, or in the event of emergencies.

2. Rotation of General Clerks Job Duties

The Co-operative will provide an opportunity for all full-time General Clerks who have the ability, to rotate through various duties in the areas of frozen food, bread, dairy, and night stocking.

The foregoing rotation may not, at the Co-operative's option, include one (1) designated full-time General Clerk and those working in the Produce Department.

3. Night Stocking

We will be advising our Store Managers that the dress code for night stocking will provide that jeans may be worn when the store is closed for business.

4. Employees Wishing to Change Their Status from Full-time to Part-time

Employees may apply in writing to the Director of Human

Resources, with copies to their Store Manager and the Union, to have their status changed from full-time to part-time. The change of status will be granted provided the following conditions are met:

- (a) The change of status is operationally feasible and can be easily accommodated within the employee's store, department, and classification.
- (b) There is a suitable part-time position available within the employee's store, department, and classification.
- (c) There is a qualified replacement readily available to the Co-operative.

The parties agree that an employee wishing to reduce from full-time status to part-time status to avoid scheduling requirements (e.g. night stocking rotation or evening work), will not be considered.

5. Working while on Parental/Adoption Leave

The Co-operative and the Union agree that any employee on Parental/Adoption leave will have the opportunity to work to a maximum of twenty-five (25%) percent of their Employment Insurance Benefit level, if they so desire.

Employees electing to work part-time hours must fill out a part-time availability form. These employees will be placed on the part-time schedule using their current employment date and will be scheduled as per the part-time scheduling rules.

It is understood that the employee is responsible for the maintenance of benefits as per Article 7.4.

Should problems arise, the Co-operative and the Union will meet to resolve the issues, this may include not allowing this practice to

continue forward.

6. Vacation

For the term of the Collective Agreement, employees will be able to book vacation outside of Sunday to Saturday as follows:

- (a) To be eligible, employees must be eligible for five (5) or more weeks of vacation.
- (b) Eligible employees can use a maximum of two (2) weeks vacation in this fashion.
- (c) Where one (1) week is taken, the vacation will be recorded on the vacation planner as two (2) weeks. Where two (2) weeks are taken, the vacation will be recorded on the vacation planner as three (3) weeks.
- (d) Where more than one (1) week is used, they must be taken consecutively. Employees cannot use two (2) single weeks for this purpose.
- (e) The time of the vacation is to be mutually agreed between Management and the employee.

7. Licensed (Regulated) Pharmacy Technicians

- (a) Regulated Pharmacy Technicians will be a separate classification. To be eligible to fill a position, the employee must be properly licensed in accordance with Provincial regulations. Unless merit, fitness and ability of an employee is greater than that of another employee, seniority shall govern in the filling of vacant positions.
- (b) The Co-operative will determine the number of Regulated

Pharmacy Technicians, if any, required in each pharmacy and determine the status of the needed position(s).

- (c) Internal Pharmacy Assistants reclassified as Regulated Pharmacy Technicians will be subject to a ninety (90) day probation period for; 1) the employee to decide if they want the work and; 2) the Co-operative to determine if the employee is capable of performing the necessary duties.
- (d) If there are insufficient internal candidates, vacant Regulated Pharmacy Technician positions will be filled by qualified external candidates. The Co-operative will determine the initial status of these employees.
- (e) There will be no restriction on Regulated Pharmacy Technician duties within the pharmacy other than prescribed by the Provincial regulatory authority.
- (f) The Co-operative will continue with the practice of Practicums in the Pharmacy Department. Pharmacy Assistant hours will not be impacted by this practice.
- (g) The Co-operative will not reduce full-time Pharmacy Assistants to part-time status as the result of the implementation of the Regulated Pharmacy Technician classification. This guarantee will be in force for the duration of the current Collective Agreement.
- (h) Credit for Previous Experience:

Pharmacy Assistants promoted to the position of Regulated Pharmacy Technician will receive credit for their career hours with the Co-operative.

- (i) The Co-operative shall reimburse all employees for licensing

and insurance fees immediately upon submission of the receipts.

- (j) If an employee leaves the employ of the Co-operative within one (1) year of the payment, the employee will repay a prorated amount based on the time worked for the Co-operative since the payment.

Signed this _____ day of _____, **2026.**

For the Co-operative:

Co-operative Committee:

Norm Swain
Brad Dewing
Maurice Dransfield,
McLennan Ross
Modupeola Oromidayo

For the Union:

Union Committee:

Ricardo de Menezes
Cory Anderson
Jeannette Buitenhuis
Kevin Schafer

This Agreement was ratified on ***February 19th, 2026.***