

COLLECTIVE AGREEMENT

Between:

The Grocery People Ltd.
Edmonton, Alberta
(Warehouse Market)

And:

**Miscellaneous Employees,
Teamsters Local Union 987 of Alberta**
Edmonton, Alberta

1st Day of July, **2017** to 30th Day of June, **2021**

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COLLECTIVE AGREEMENT

Made this 15th, October, 2017

BETWEEN: THE GROCERY PEOPLE,
A WHOLLY OWNED SUBSIDIARY OF
FEDERATED CO-OPERATIVES LIMITED,
HEREINAFTER REFERRED TO AS “THE EMPLOYER”,

OF THE FIRST PART

AND: MISCELLANEOUS EMPLOYEES,
TEAMSTERS LOCAL UNION 987 OF ALBERTA,
HEREINAFTER REFERRED TO AS “THE UNION”.

OF THE SECOND PART

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

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

ARTICLE 1 – BARGAINING AGENCY

1.1 The Employer recognizes the Union as the sole agency for the purposes of collective bargaining for employees, employed by the Employer in its Warehouse Market operation located at 14505 Yellowhead Trail, except:

Store Manager, Assistant Store Manager, Department Supervisors, Price Checkers, **Head Cashier**, and any person above the rank of Department Supervisor.

ARTICLE 2 – CLARIFICATION OF TERMS

2.1 In this Agreement, wherever the words “he”, “her”, or “him” appear, it shall be construed as meaning any employee, male or female. Wherever the words “employee” or “employees” appear, it shall mean any person or persons covered by this Agreement.

ARTICLE 3 – UNION SECURITY

- 3.1** Every employee who hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment. Every new employee whose employment commences hereafter, shall, within fifteen (15) days after the commencement of his employment, apply for and maintain membership in the Union as a condition of employment.
- 3.2** The Employer agrees to provide each new employee, at the time of employment, with a form outlining to the employee, his responsibility in regard to Union membership, and to provide the Union in writing, with the name and address of each employee to whom they have presented the form, along with the employee's date of hire; the contents of the form to be such that is acceptable to the Employer.
- 3.3** No employee shall be charged or discriminated against for any lawful Union activity, or for serving on a Union committee or for reporting to the Union the violation of any provisions of this Agreement. Instances of alleged violation of the foregoing will be brought to the attention of the Human Resources Director, and a full investigation by the parties will follow. The above will be subject to the grievance procedure. Any alleged harassment will be dealt with by the Employer.

ARTICLE 4 – DEDUCTION OF UNION DUES

- 4.1** The Employer agrees to deduct from the wages of each employee, initiation fees, Union dues, and assessments that are authorized by a regular and proper vote of the membership of the Union.

The Employer further agrees, automatically, to deduct Union dues from the wages of new employees.

- 4.2** The Employer shall remit once each accounting period to the Union:
- (a)** monies deducted from the wages of its employees for Union initiation fees, dues, and assessments;
 - (b)** a statement showing each employee's name from which deductions were made and the amount of the deductions;
 - (c)** a statement showing the names of the employees terminated and hired during the preceding accounting period.

ARTICLE 5 – BASIC WORK WEEK

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

5.1 Basic Work Week

- (a) The basic work week of an employee working full-time shall be forty (40) hours to be worked as scheduled by the Employer.
- (b) Daily hours of work shall be consecutive with the exception of rest and meal periods. No split shifts shall be worked.
- (c) Employees shall not work longer than their regular, scheduled work day, unless requested to do so by Management; in which event, additional time will be paid at the applicable regular or overtime rate.
- (d) In a week in which one (1) Statutory Holiday occurs, as identified in Article 13.1, the basic work week for full-time employees shall be thirty-two (32) hours. In a week in which two (2) Statutory Holidays occur, the basic work week for full-time employees shall be twenty-four (24) hours.

In weeks in which Statutory Holidays occur, the basic work week for a part-time employee, for purposes of calculating overtime, shall be reduced by the number of hours of Statutory Holiday Pay the part-time employee is eligible for in accordance with Article 13.6 and 13.7.

5.2 Time Sheets/Time Clocks

The Employer shall provide either time clocks or time sheets to enable employees to record their hours of work for payroll purposes.

Employees shall record their own hours of work at the time they actually start and finish work, and the time they commence and return from meal periods, and such other recordings as may be required by the Employer. Should an employee fail to record all time worked in the manner required by this Section, the Union Representative and the individual designated by the Employer to handle Labour Relation matters shall meet to resolve the issue. Employees who fail to record time worked will be subject to discipline and any resulting shortage of pay will not be paid until the following payday.

ARTICLE 6 – OVERTIME

- 6.1 All time worked in excess of the basic work week or work day, as defined in Article 5.1 of this Agreement, shall be paid at the rate of time and one-half (1½) the regular hourly rate for the first two (2) hours' overtime worked in any one (1) day and double time (2x) the regular rate for all hours worked in excess of the two (2) hours' overtime.
- 6.2 Part-time employees shall be compensated at the rate of time and one-half (1½) their regular hourly rate for all hours worked over eight (8) hours in any one (1) day and forty (40) hours per week.
- 6.3 Compensating time off may be given in lieu of overtime pay if agreed to by both the employee and Employer. This time off with pay must be used within four (4) weeks of when the overtime was actually worked.
- 6.4 All overtime work must be authorized by the Employer.
- 6.5 When overtime of more than two (2) hours is to be worked, consecutive with the regular hours of work, the employee shall be entitled to a fifteen (15) minute paid rest period prior to commencing the overtime.

ARTICLE 7 – MEAL PERIODS – FULL-TIME EMPLOYEES

- 7.1 Full-time employees working eight (8) hours shall be scheduled for a meal period of not more than **thirty (30) minutes** without pay. **The meal period may be sixty (60) minutes where there is a mutual agreement between the employee and the Employer.**
- 7.2 Upon mutual agreement, an employee's meal period may be less than one (1) hour in duration.
- 7.3 Meal periods will be scheduled as near mid-shift as possible.

ARTICLE 8 – REST PERIODS – FULL-TIME EMPLOYEES

- 8.1 An employee working eight (8) hours shall be scheduled for two (2) rest periods not to exceed fifteen (15) minutes each; to commence not earlier than one (1) hour after the start of the shift nor less than one (1) hour before either the meal period or the end of the shift.
- 8.2 Rest periods will be scheduled as near to midway between the meal period and the commencement and finish of a shift as possible.

ARTICLE 9 – MEAL AND REST PERIODS – PART-TIME EMPLOYEES

- 9.1** An employee working a daily shift of four (4) hours will have one (1) rest period not to exceed fifteen (15) minutes.
- 9.2** A daily shift of more than five (5) hours, but less than seven (7) hours, will have two (2) paid rest periods of fifteen (15) minutes duration each which may be scheduled as follows, if mutually agreeable:
- (a) combine the two (2) rest periods at mid-shift;
 - (b) two (2) rest periods as per usual practice with a one-half (½) hour unpaid meal period.
- 9.3** An employee working a daily shift of seven (7) or more hours, up to and including eight (8) hours, shall be scheduled for two (2) rest periods not to exceed fifteen (15) minutes each and one (1) meal period without pay. Rest periods, as described above, shall be with pay. Except in cases of emergency, meal and rest periods will be uninterrupted.
- 9.4** Meal periods will be scheduled as near mid-shift as possible. Similarly, rest periods will be scheduled as near to midway between the meal period and the commencement and finish of a shift as possible.

ARTICLE 10 – PREMIUM PAY

10.1 Night Premium

Employees shall receive a premium of seventy-five cents (\$0.75) for each hour worked between 10:00 p.m. and 5:00 a.m. Employees who commence a shift between 10:00 p.m. and 2:00 a.m. shall receive the seventy-five cents (\$0.75) per hour premium for their entire shift.

10.2 Sunday Premium

Employees working on Sunday shall receive a premium of one (\$1.00) dollar for each hour worked. Sunday shall be considered the first day of the week for the purposes of the Collective Agreement.

ARTICLE 11 – WORK SCHEDULES – NOTICE OF CHANGE

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

- 11.1 A minimum of forty-eight (48) hours' notice must be given by the Employer to reschedule a full-time employee's work week; such notice is not required with respect to overtime work or in cases of emergency.
- 11.2 A minimum of twenty-four (24) hours' notice must be given by the Employer to reschedule a part-time employee's work shift; such notice is not required with respect to overtime work or in cases of emergency.
- 11.3 The Employer shall post the weekly work schedule for all employees no later than 6:00 p.m. Thursday of each week for the following two (2) weeks. If a schedule is not posted by 6:00 p.m. Thursday then the schedule already posted shall apply for the period of two (2) weeks.
- 11.4 An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident, or in the event of an emergency.
- 11.5 An employee shall be allowed ten (10) hours of rest between shifts except in an emergency or where by mutual agreement between the Employer and the employee, eight (8) hours of rest between shifts is allowed.
- 11.6 Full-time employees shall receive two (2) consecutive days off a minimum of once bi-weekly, where possible as either Saturday/Sunday or Sunday/Monday.

ARTICLE 12 – WAGES – MINIMUM HOURLY RATES

12.1 Rate Schedule

The Employer agrees to pay all persons covered by the terms of this Agreement, not less than the attached Schedule of Wages during such time as the Agreement is in force and provided that, if an employee is receiving a wage rate in excess of the rates herein contained, such wage rate shall not be reduced for reason of the signing of the Agreement.

12.2 Night Shift Lead Hand

When night stocking takes place, one (1) employee on the night stocking shift may be designated as Lead Hand, and shall be paid a premium in addition to the regular rate of pay of fifty cents (\$0.50) per hour.

12.3 Premium Pay vs. Overtime

Shift premium pay shall not be added to the employee's hourly rate of pay for the purpose of computing overtime pay.

ARTICLE 13 – STATUTORY HOLIDAYS

13.1 The following days shall be paid Statutory Holidays:

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

and all other holidays proclaimed by the Federal or Provincial Governments; provided, that all other similar stores close on any such holidays proclaimed.

13.2 The parties agree to observe the holiday on the calendar day on which the holiday falls unless otherwise agreed to by the Employer and the Union.

13.3 In order for an employee to receive Statutory Holiday pay, he must:

- (a) Not have been absent from work, or any portion thereof, on the schedule work shift prior to or following such holiday.
- (b) Any employee receiving a payment under any sick leave plan or Workers' Compensation for the full week in which a Statutory Holiday or holidays occur, shall not be entitled to the Statutory Holiday provision of this Agreement.

13.4 Employees required to work on a holiday shall be compensated at the rate of double time (2x) their regular hourly rate for all hours worked and full-time employees shall receive eight (8) hours minimum pay at the overtime rate (2x) for whatever time worked.

13.5 Part-Time Employee's Statutory Holidays

All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least thirty-two (32) hours or more per week in the four (4) weeks preceding the week in which a Statutory Holiday occurs, shall receive eight (8) hours' pay at his regular hourly rate for each holiday.

13.6 All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least twenty (20) hours per week, but less than thirty-two (32) hours per week in the four (4) weeks preceding the week in which a Statutory Holiday occurs, shall receive six (6) hours' pay at his regular hourly rate for each holiday.

13.7 All part-time employees who work less than twenty (20) hours per week will receive Statutory Holiday pay as set out in the Employment Standards Code.

ARTICLE 14 – RATES FOR RELIEF WORK

- 14.1** An employee assigned to relieve a Department Supervisor for a period of more than two (2) days shall be paid a premium of 60¢, 65¢ July 6, 2014; 70¢ July 5, 2015; and 75¢ July 3, 2016 for such position for all time so employed.
- 14.2** Premium pay for relieving the above Department Supervisors shall be over and above the employee's present prevailing rate.

ARTICLE 15 – STAFF MEETINGS

- 15.1** Staff meetings shall be considered as time worked, and compensated for, except where attendance by an employee is on a voluntary basis.

ARTICLE 16 – CALL-IN TIME

- 16.1** All employees called in, and who report for work shall, if required to work less than four (4) hours, receive four (4) hours' pay at their regular hourly rate.
- 16.2** Paragraph (16.1) above shall apply to students on days other than school days. It shall also apply when the store is open for night shopping on school days. On school days, other than when the store is open for night shopping, students may be paid for only those hours worked, except when employed for less than two (2) consecutive hours; in which event, they shall receive a minimum of two (2) hours' pay at the regular hourly rate.
- 16.3** If a student is called in before the store opens, he/she will be paid for four (4) hours at his/her regular hourly rate. This four (4) hour minimum would also apply to any student called in for night stocking if he/she was brought in to start his/her shift one-half (½) hour, or later, after store closing time.
- 16.4** When call-ins are necessary due to the absence of a Clerk or Cashier, the employee called in will be from the same classification and will be called in by seniority.

ARTICLE 17 – VACATIONS

- 17.1** Vacations shall be scheduled from May 1st to April 30th unless otherwise mutually agreed by the Employer and the employee. So far as is practical and consistent with the Employer maintaining an efficient operation, vacation shall be granted during the period of time requested by the employees. The applications for vacation shall be granted on the basis of, and in order of, respective employee seniority in selection of vacation dates, except that final determination of vacation dates shall be made by the Employer in line with existing conditions. The annual vacation cut-off date is April 30th. Vacation schedules will be completed by March 31st of each year.

- 17.2** All part-time employees who have completed one (1) year of continuous employment with the Employer will have the opportunity to schedule two (2) weeks' vacation. Part-time employees who have completed three (3) years of continuous employment with the Employer shall receive a third week of vacation. Such time off will be without pay. Part-time vacation schedules will be completed following the selection by full-time employees. **Requests submitted after April 1st shall be granted on a first-come-first-serve basis, except that final determination of vacation dates shall be made by the Employer in line with current conditions.**
- 17.3** Where employees are entitled to three (3) or more weeks of vacation, the additional week(s) vacation may be scheduled at the discretion of the Employer.
- 17.4** Employees entitled to four (4) or more weeks of vacation shall receive their additional two (2) or more weeks consecutively unless the employee and the Employer mutually agree otherwise, with such additional weeks to be scheduled at the discretion of the Employer.
- 17.5** All full-time employees shall receive vacation with pay on the following basis:
- | | |
|---------------------------|-----------------|
| After One (1) Year | Three (3) Weeks |
| After Eight (8) Years | Four (4) Weeks |
| After Thirteen (13) Years | Five (5) Weeks |
| After Eighteen (18) Years | Six (6) Weeks |
- 17.6** Full-time employees who are eligible for five (5) or more weeks vacation will have the opportunity to schedule three (3) weeks' vacation during prime time.
- Those with less than five (5) weeks vacation will be able to schedule two (2) weeks vacation during prime time.
- 17.7** Part-time employees shall receive vacation pay on the following basis:
- | | |
|---------------------------|-----------------------------|
| Over One (1) Year | 6% of their total earnings |
| After Eight (8) Years | 8% of their total earnings |
| After Thirteen (13) Years | 10% of their total earnings |
| After Eighteen (18) Years | 12% of their total earnings |
- 17.8** Part-time employees with thirteen (13) or more years of continuous employment will have the opportunity to schedule three (3) weeks' time off during prime time.
- 17.9** A part-time employee proceeding to full-time employment will be credited with the number of hours accumulated during the employee's continuous service with the Employer as a part-time employee and provided the employee's service is continuous from part-time to full-time.

- 17.10** The Employer agrees to provide vacation pay on a “total compensation” or normal week’s pay, whichever is greater.
- 17.11** The Employer shall provide part-time employees with their vacation pay on each bi-weekly payroll submission. Full-time employees while on vacation shall receive their vacation pay as part of their normal payroll cycle.
- 17.12** Where a Statutory Holiday occurs during an employee’s vacation, an extra day’s vacation with pay shall be granted if the holiday is one which the employee would have received had he been working. Where an employee received three (3) or more weeks’ vacation with pay and a Statutory Holiday occurs during the employee’s paid vacation, an extra day’s pay may be given in lieu of an extra day’s vacation with pay if, in the opinion of the Employer, an extra day’s vacation with pay interferes with vacation schedules or hampers operation.
- 17.13** All time lost (up to thirty-one (31) consecutive days) because of sickness or non-occupational accident, all time lost due to occupational accident, all time absent on paid full-time vacation, paid Statutory Holidays and all time spent at apprenticeship schools (assuming the employee returns to the Employer following the completion of his course) shall be considered as time worked for the purpose of determining the vacation allowance to which a full-time employee is entitled.
- 17.14** All employees, whose absence due to non-occupational accidents or sickness or unpaid leave of absence, extends beyond thirty-one (31) consecutive days and results in less than thirty-seven (37) hours paid per week, shall have their vacation pay prorated in the subsequent vacation year (Article 17.2, final paragraph shall not apply).
- 17.15** Employees who have worked thirty (30) days but less than one (1) year and who terminate their employment will receive a vacation allowance to the amount equal to four percent (4%) of the total salary and wages earned for which no vacation allowance has been paid.
- 17.16** Employees entitled to two (2), three (3), four (4), five (5), or six (6) weeks’ vacation and who terminate their employment shall receive payment for vacation allowance in an amount equal to four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), and twelve percent (12%), respectively, of the total wage and salary earned by the employee during the period of employment for which no vacation allowance has been paid.
- 17.17** In this Article, “prime time” shall be defined as the time between June 1st and September 30th.

ARTICLE 18 – DISMISSAL NOTICE OR PAY IN LIEU THEREOF

- 18.1** Employees regularly working full-time and upon dismissal by the Employer shall be given individual notice in writing or pay in lieu thereof, as follows:

- (a) One (1) weeks' notice in writing or pay in lieu thereof to those who have completed sixty (60) or more consecutive days' service as a full-time employee.
- (b) Two (2) weeks notice in writing or pay in lieu thereof, to those who have completed two (2) or more consecutive years' service.
- (c) Three (3) weeks' notice in writing or pay in lieu thereof, to those who have completed five (5) or more consecutive years' service.
- (d) Four (4) weeks' notice in writing or pay in lieu thereof, to those who have completed eight (8) or more consecutive years' service.
- (e) The Employer agrees to pay severance pay upon permanent store closing of one (1) week's pay up to two (2) years and one (1) week per year over two (2) years to a maximum of twenty (20) weeks' pay for full-time employees.

18.2 The Employer shall not be deemed obliged to give any notice whatsoever or to give any pay in lieu thereof, to any employee guilty of rank insubordination, dishonesty, obvious disloyalty, possession and/or impairment due to alcohol or non-prescription drugs at any time during working hours, harassment as defined in company policy, or any other reason of just cause.

18.3 This Article shall not be deemed to invalidate an employee's right under the grievance procedure set out in Article 29.

18.4 A copy of the notice of dismissal given to an employee in accordance with this Article shall be forwarded to the Union office at the date of giving such notice to the employee concerned.

ARTICLE 19 – FUNERAL LEAVE

19.1 In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay, with consideration given to travel time for the purpose of attending the funeral. The length of such absence shall be at the discretion of the Employer. The term "immediate family" shall mean: spouse, parent, child, brother, sister, mother-in-law, sister-in-law, father-in-law, brother-in-law, son-in-law, daughter-in-law, grandmother, grandfather and grandchildren, or any relative living in the household of the employee. In the case of death of a spouse, father, mother or child, the employee shall be entitled to a maximum of two (2) week's leave of absence with pay.

19.2 Part-time employees shall be granted time off in the event of a death in the immediate family on the same basis as full-time employees, with consideration given with respect to travel time. The time off, with pay, shall apply to the scheduled shifts that are missed as a result of the approved leave.

ARTICLE 20 – MATERNITY AND PARENTAL LEAVE

- 20.1** An employee shall be entitled to maternity and parental leave in accordance with the provisions of the Employment Standards Code.

ARTICLE 21 – LEAVE OF ABSENCE

- 21.1** The Employer agrees to allow time off work without pay or benefits to a maximum of two (2) employees (no more than one (1) per department) for delegates elected to attend Union Conventions or designated to attend negotiations; provided relief employees satisfactory to management are available. The Union will give the Employer two (2) weeks' notice when requesting a leave of absence.
- 21.2** Leaves of absence for which the Employer is reimbursed by the Union will be considered as time worked to a maximum of forty (40) hours each calendar year. However, time paid for by the Union in excess of thirty-seven (37) hours each calendar year will be credited to the employee's seniority hours but will not be credited for the purposes of service increment.
- 21.3** Employees shall be considered for leaves of absence, without pay, for severe personal or familial distress. Length of such leave shall be governed by need, and left to the discretion of the Employer.

ARTICLE 22 – UNION'S RECOGNITION OF MANAGEMENT'S RIGHTS

- 22.1** The Union agrees that the management of the Employer, including the right to plan, direct and control store operations; direction of the working force, including assignment of duties and scheduling, discharge of employees for just cause, and those matters requiring judgment as to the competency of the employees, is the sole right and function of the Employer.
- 22.2** The parties agree that the Employer shall be the sole judge of the merchandise it may handle, process, manufacture, or package and of the manner in which these functions may be carried out and in which the merchandise may be handled, stored, shipped or sold.
- 22.3** The parties agree that the foregoing enumeration of Management Rights shall not be deemed to exclude other recognized functions of Management not specifically covered by this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered by this Agreement.

ARTICLE 23 – STORE VISITS

- 23.1** An authorized representative or executive officer of the Union shall be permitted, after notifying the Manager, to talk with an employee regarding Union matters during regular working hours. The interview of such employee by the Union representative or executive officer, shall be carried on in a place provide for and designated by Management. Time taken for such interview in excess of five (5) minutes shall not be on the Employer’s time.
- 23.2** A bulletin board shall be placed in the lunchroom or another mutually agreeable location, and is to be designated for Union notices only. All notices posted must be initialed by the Human Resources Manager or his designate.

ARTICLE 24 – MISCELLANEOUS

- 24.1** Where the Employer requires the employees to wear smocks or aprons, the Employer shall provide and repair such smocks and aprons free of cost to the employee.

Upon request, the Employer shall provide Company uniforms to all employees up to a maximum of two (2) shirts for full-time employees and one (1) shirt for part-time employees per year. Employees are responsible for all cleaning and repairs.

When required by the Company or Occupational Health and Safety, the Company will pay one hundred dollars (\$100.00) per year towards the cost of safety shoes/boots upon submission of a receipt.

- 24.2** Union Decals

The Employer agrees to display the official Union Decal or Union Card of the Union in a location where it can be seen by the customers. Such decal shall be of a form and size acceptable to Management, and posted in a place approved by the Employer.

- 24.3** Health and Safety

- (a) The Employer agrees to ensure, as far as is reasonably practical to do so, the health and safety of the employees in the store.
- (b) The Employer agrees, during the term of this Agreement, to furnish and maintain first aid equipment in its store, as required by the *Workers’ Compensation Act*.
- (c) A Health and Safety Committee shall be established and both the Employer and the Union shall appoint two (2) Committee members. The meeting will be held quarterly at a store or otherwise mutually agreed location.

The Union or any employee may bring to the attention of the Employer any health and safety concerns and such issues will be addressed by the Committee. The Employer will act expeditiously in responding to any health and safety concerns raised.

- (d) The Employer agrees to comply with the *Occupational Health and Safety Act*. The Union agrees that employees shall comply with the above, as well as safety regulations in the workplace.
- (e) The existence of the Committee shall not affect employee's rights under the grievance procedure set out in Article 29.

ARTICLE 25 – JURY DUTY AND MATERIAL WITNESS

- 25.1** Full-time employees, summoned to jury duty or subpoenaed as a material witness, shall be paid wages amounting to the difference between the amount paid them for such services and the amount they would have earned had they worked on such days. Employees on jury duty or subpoenaed as a material witness shall furnish the Employer with such a statement of earnings as the Courts may supply. This does not apply if the employee is summoned or subpoenaed on his day(s) off. Part-time employees when appearing as a material witness on behalf of the employer shall be rescheduled or paid for lost time.
- 25.2** Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked.

ARTICLE 26 – PHYSICAL EXAMINATIONS

- 26.1** Where the Employer requires an employee to take a physical examination, the doctor's fee shall be paid by the Employer. If the examination proves the employee unfit to work in his present position, subsequent examinations shall be paid by the employee.

ARTICLE 27 – CASH SHORTAGES

- 27.1** No employee shall be required to make up cash register shortages unless he is given the privilege of checking the change and daily receipts upon starting and completing the work shift, and unless the employee has exclusive access to the cash register during the work shift, except as specified below:

In the event a customer claims he/she has been short changed by the Cashier, the Cashier shall notify the Manager and together check the change and daily receipts.

27.2 No employee shall be required to make up register shortages when Management exercises the right to open the register during the employee's work shift, unless the register is opened in the presence of the employee and the employee is given the opportunity to verify all withdrawals and/or deposits.

ARTICLE 28 – SENIORITY

28.1 Seniority shall mean the length of continuous service with the Employer in the classifications within the seniority group covered by this Collective Agreement. New employees hired shall have a probationary period of eight hundred (800) hours.

During this probation period, new employees may be discharged by the Employer at its discretion, without recourse to the grievance or arbitration sections of this Agreement. Upon completion of the probationary period, seniority shall then be established retroactive to the commencement of employment.

28.2 Part-time employees shall accumulate seniority based on actual hours worked. Should a part-time employee become a full-time employee, the part-time seniority credits shall be converted to a seniority date based on one hundred and seventy (170) hours being equal to one (1) month of full-time service.

28.3 Seniority and employment shall be terminated when:

- (a) An employee voluntarily quits or is terminated for just cause;
- (b) An employee fails to report for work after seven (7) days when recalled from layoff. An employee shall be recalled by registered mail to the last known address on file with the Employer.
- (c) An employee has been on layoff and has not worked for a period of six (6) months;
- (d) A part-time employee has no working hours for a two (2) consecutive month period, subject to approved leaves.

28.4 (a) When reducing staff, merit, fitness and ability being equal, junior employees within the department, in the classification, shall be laid off first. When recalling employees from a layoff, they shall be recalled to the department and classification from which they were laid off.

- (b) In the event a full-time employee is **given layoff notice**, they shall be allowed to:
 - i) **The employee may bump another full-time employee with less seniority than him in any classification within the same department, provided he has greater merit, fitness and ability than the junior**

employee;

- ii) If there is nobody to bump as outlined in part i) above, the employee may bump the most junior full-time employee outside their classification in another department, whose rate is equal to or less than their current rate, provided they have more seniority than the employee being bumped and have greater merit, fitness and ability than the junior employee.”**
 - (c) In the event a full-time employee is given layoff notice or reduced to part-time, or a part-time employee is given layoff notice, they shall be allowed to:**
 - i) The employee may bump another part-time employee with less seniority than him in any classification within the same department, provided he has greater merit, fitness and ability than the junior employee;**
 - ii) If there is nobody to bump as outlined in part i) above, the employee may bump the most junior part-time employee outside their classification in another department, whose rate is equal to or less than their current rate, provided they have more seniority than the employee being bumped and have greater merit, fitness and ability than the junior employee.**
 - (d) Should an employee exercise their seniority outside the classification, he shall be given a “reasonable opportunity” to do the job in a competent manner, as determined by the Employer. For the purpose of this Section, “reasonable opportunity” shall mean a maximum of **sixty (60) days**.**
 - (e) An employee exercising his seniority under (b) above, will be restricted to one (1) opportunity to do a job outside his classification in a competent manner.**
 - (f) In the event that a full-time position becomes available within the classification of the full-time employees laid off or reduced, merit, fitness and ability being equal, the most senior employee shall have first opportunity to fill the position.**
 - (g) In the event a full-time position becomes available outside the classification of the full-time employees laid off or reduced, the senior full-time employee shall be given a reasonable opportunity, as defined above, to perform the job in a competent manner, subject to 28.4(b)(ii).**
- 28.5** Merit, fitness, and ability being equal, length of continuous service with the Employer shall govern in cases of layoff, promotion, and reduction to part-time employment. The Employer agrees to act in good faith and further agrees not to discriminate in any manner. Full-time vacancies shall be filled on a departmental basis. It is agreed that the Employer shall be the sole judge as to an employee’s merit, fitness, and ability.

28.6 For a period of thirty (30) calendar days following a placement resulting from the successful bidding for a job vacancy, the employee shall be permitted to return to his/her former job. The Employer shall also have the right to return such employee to his/her formal job within a sixty (60) calendar day period if the employee is not capable of satisfactorily performing the duties of the job.

28.7 Part-time employees' hours of work shall be scheduled weekly on the basis of seniority within each department subject to availability and providing the employee has the merit, ability, and fitness to handle the work to be performed.

28.8 Part-time employees shall declare their availability three (3) times a year:

(a) The first (1st), second (2nd) or third (3rd) Sunday in January.

(b) The third (3rd) Sunday in June.

(c) The first (1st), second (2nd) or third (3rd) Sunday in September.

Part-time employees shall be required to work according to the thrice yearly Declaration of Availability. No changes to availability shall be permitted except on the dates in (a), (b) and (c) above.

Post secondary students shall have the option of declaring their availability on the third (3rd) Sunday in April instead of the third (3rd) Sunday in June.

28.9 Restrictions regarding availability shall only be accepted for classroom attendance or other employment. Schedules for classroom attendance or from other employment will be provided on request of the Employer.

28.10 The Employer will forward Declaration of Availability forms to each part-time employee no less than thirty (30) days prior to the declaration dates in (a), (b) and (c) above. Such forms shall be completed by the employee and returned to his Supervisor, at least one (1) week prior to the declaration dates. Failure to provide the Supervisor with a Declaration of Availability prior to the declaration dates shall result in the continuance of the previous Declaration of Availability. New employees shall be required to complete Declaration of Availability forms at the time of their application for employment. Copies of all Declaration of Availability forms shall be forwarded to the Union office.

28.11 From time to time the Employer may establish new departments in accordance with the needs of the business, as determined by the Employer. When a new department is established, the Department Supervisor for that department will be added to the exclusions under Article 1.

The parties further agree that a second Supervisor may be appointed and excluded under Article 1 in those departments where the Employer determines it necessary for the proper operation of the business.

ARTICLE 29 – GRIEVANCES

29.1 Any complaint, disagreement, or difference of opinion between the parties hereto, concerning the interpretation, application, operation of this Agreement, violation of the terms and provisions of this Agreement, shall be considered a grievance, subject to the grievance and arbitration provisions of this Agreement. This Article shall not apply in cases of any dismissal of an employee for any reason, whatsoever, where such employee has worked less than the probationary period or has been found unacceptable under the Company's security clearance requirements.

29.2 Grievance Procedure

Grievances must be submitted to the Employer, in writing, not later than fourteen (14) working days from the event giving rise to the grievance, or within ten (10) working days of the termination or it shall be waived by the aggrieved party.

29.3 The procedure for adjustment of grievances and disputes by an employee shall be as follows:

1st Step: By a discussion between the employee, with or without a Shop Steward, and Management. If a satisfactory settlement cannot be reached within five (5) days; then within ten (10) days:

2nd Step: The Union Representative(s) may take up the matter with the individual(s) designated by the Employer to handle labour relations. If a satisfactory settlement cannot be reached within fourteen (14) days, the matter may then be referred to Arbitration, as per Article 30.

29.4 A policy grievance will be presented at the 2nd Step of the procedure as defined in Article 29.3.

29.5 Reprimands

(a) A written reprimand or a warning letter shall not be given to an employee except in the presence of the Shop Steward or, in his absence, another member of the bargaining unit, selected by the employee.

(b) Employees may request their right to the presence of a Shop Steward or, in his absence, another member of the bargaining unit as selected by the employee during a random security check of bags, purses, and parcels. If the Steward or another member of the bargaining unit is present during a reprimand, warning letter, or security check, he may advise the employee.

- (c) No reprimands will be used in any disciplinary action against an employee after two (2) years from the date of the reprimand, unless there has been further discipline of a similar nature issued in that time. Notwithstanding the foregoing; written reprimands for harassment, violence **or major safety violations** will remain on the employee's file indefinitely.

ARTICLE 30 – ARBITRATION

- 30.1** Either party may, within ten (10) days of a decision at Step 2 of the Grievance Procedure, notify the other party in writing of its desire to submit the grievance to Arbitration.

The parties shall endeavor to agree upon an Arbitrator. Failing such agreement, they shall then request the Minister of Labour for the Province of Alberta to appoint an Arbitrator. No matter may be submitted to Arbitration which has not been properly carried through the required steps of the Grievance Procedure.

It is agreed that the Union and the Company shall share the costs equally for the Arbitrator and facilities.

Any of the times mentioned in the grievance or arbitration proceedings may be extended by mutual agreement.

ARTICLE 31 – TRANSPORTATION

- 31.1** The Employer agrees to pay the cost of the transportation at the rate set by the company policy when an employee is required to use his own vehicle to fulfill tasks assigned by the Employer during the course of the employee's regularly scheduled shift.

ARTICLE 32 – LOCKERS

- 32.1** The Employer will not search an employee's locker without the presence of the employee and a Shop Steward, if requested.

ARTICLE 33 – BENEFITS

- 33.1** The Employer's policy of providing (in accordance with the bylaws of the plans concerned) Superannuation, Group Long Term Disability Insurance, Group Life Insurance, Group Dental Plan, Extended Health Care, Alberta Health Care, Sick Leave, and Medical & Hospital shall be continued during the term of this Agreement.

33.2 Cost sharing shall be on the following basis:

	<u>Cost Sharing</u>	
	<u>Employee</u>	<u>Employer</u>
Group Long Term Disability	50%	50%
Group Life Insurance	50%	50%
Group Dental Plan		100%
Extended Health Care	50%	50%
Alberta Health Care	50%	50%
Superannuation	5% up to YMPE 6% thereafter	5% up to YMPE 6% thereafter

33.3 Alberta Health Care benefits will be extended to those part-time employees who work thirty-two (32) hours per week for thirteen (13) consecutive weeks. The employee must fail to meet the above hour requirement for a period of thirteen (13) consecutive weeks from the time he or she first fails to meet it before he or she is disqualified.

33.4 **Part-time employees who have completed their probationary period and who average thirty-two (32) hours or more per week for thirteen (13) consecutive weeks, will be eligible to participate in the Long-Term Disability Insurance, Dental, Group Life Insurance, and Extended Health Care Plans provided by the Co-operative. If an employee’s weekly hours should drop below an average of thirty-two (32) hours over a thirteen (13) consecutive week period, then the employee may be dropped from said plans at the discretion of the Co-operative. Eligibility for superannuation will be governed by Alberta pension legislation.**

ARTICLE 34 – SICK LEAVE

34.1 Full-time employees shall receive and accumulate sick day credits on the basis of one (1) day for each completed month of service upon completion of their probationary period.

ARTICLE 35 – STRIKES AND LOCKOUTS

35.1 During the term of this Agreement, there shall be no strikes on the part of the Union and no lockouts on the part of the Employer.

ARTICLE 36 – EXPIRATION AND RENEWAL

36.1 This Agreement shall be effective from July 1, 2017, and shall remain in full force and effect until June 30, 2021, and thereafter from year to year, but either party may, not more than one hundred and 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.

SIGNED this 30th day of January 2018.

ON BEHALF OF
THE GROCERY PEOPLE

By: _____
Matt Boyko

By: _____
Tiffany Pecush

By: _____
Rob Farrell

By: _____
Tom Zabel

ON BEHALF OF
MISCELLANEOUS EMPLOYEES,
TEAMSTERS LOCAL UNION 987
OF ALBERTA

By: _____
Jim Haryett

By: _____
Tom MacDonell

By: _____
Tammy MacKinnon

By: _____

LETTER OF UNDERSTANDING #1

Re: Management Trainee

BETWEEN: THE GROCERY PEOPLE LTD.

AND: MISCELLANEOUS EMPLOYEES,
TEAMSTERS LOCAL UNION 987 OF ALBERTA

The Parties agree that the following terms shall be followed in the employment of a management trainee;

- 1) A Management Trainee will be hired for the sole purpose of training and will not be used to displace any Bargaining Unit employee or any hours scheduled to Bargaining Unit employees.
- 2) The Trainee will be selected by the Employer on the basis of merit and ability only. Candidates will be considered from both internal and external sources.
- 3) The normal term for a Trainee will be for a maximum period of ten (10) months. Upon completion of an individual's training, the Company may select the next trainee with the same conditions applying.

SIGNED this 30th day of January 2018.

ON BEHALF OF
THE GROCERY PEOPLE

ON BEHALF OF
MISCELLANEOUS EMPLOYEES,
TEAMSTERS LOCAL UNION 987 OF
ALBERTA

By: _____
Matt Boyko

By: _____
Jim Haryett

By: _____
Tiffany Pecush

By: _____
Tom MacDonell

By: _____
Rob Farrell

By: _____
Tammy MacKinnon

By: _____
Tom Zabel

By: _____

LETTER OF UNDERSTANDING #2

Re: Company Support

BETWEEN:
THE GROCERY PEOPLE LTD.

AND:

MISCELLANEOUS EMPLOYEES,
TEAMSTERS LOCAL UNION 987 OF ALBERTA

The Union agrees to encourage its members to support the Company through purchases.

SIGNED this 30th day of January 2018.

ON BEHALF OF
THE GROCERY PEOPLE

ON BEHALF OF
MISCELLANEOUS EMPLOYEES,
TEAMSTERS LOCAL UNION 987 OF
ALBERTA

By: _____
Matt Boyko

By: _____
Jim Haryett

By: _____
Tiffany Pecush

By: _____
Tom MacDonell

By: _____
Rob Farrell

By: _____
Tammy MacKinnon

By: _____
Tom Zabel

By: _____

LETTER OF UNDERSTANDING #3

Re: Part-time employee scheduling

BETWEEN:
THE GROCERY PEOPLE LTD.

AND:

MISCELLANEOUS EMPLOYEES,
TEAMSTERS LOCAL UNION 987 OF ALBERTA

Part-time employees that are not maximized in their home department may, by mutual agreement, be scheduled available hours by seniority in other departments. The Employer and union agree to schedule eight (8) hours consecutively wherever possible. This will not be seen as a guarantee of full time or any number of hours per week.

The parties agree to discuss cross department work and training opportunities in different departments at Joint Labour Management meetings on a regular basis.

SIGNED this 30th day of January 2018.

ON BEHALF OF
THE GROCERY PEOPLE

ON BEHALF OF
MISCELLANEOUS EMPLOYEES,
TEAMSTERS LOCAL UNION 987 OF
ALBERTA

By: _____
Matt Boyko

By: _____
Jim Haryett

By: _____
Tiffany Pecush

By: _____
Tom MacDonell

By: _____
Rob Farrell

By: _____
Tammy MacKinnon

By: _____
Tom Zabel

By: _____

WAGE SCALES

CLERK CASHIER

HOURS	July 2/17	July 1/18	July 14/19	July 12/20
0-1040	11.27	11.44	11.64	11.87
1041-2080	11.93	12.11	12.32	12.57
2081-3120	12.64	12.83	13.05	13.31
3121-4160	13.35	13.55	13.79	14.07
4161-5200	14.06	14.27	14.52	14.81
5201-6240	14.77	14.99	15.25	15.56
6241-7280	15.48	15.71	15.98	16.30
7281-8320	16.39	16.64	16.93	17.27
8321-9360	17.40	17.66	17.97	18.33
Over 9360	20.69	21.00	21.37	21.80

SCANNING COORDINATOR / WAREHOUSE CLERK / PREMIUM CLERK

HOURS	July 2/17	July 1/18	July 14/19	July 12/20
0-1040	11.27	11.44	11.64	11.87
1041-2080	12.18	12.36	12.58	12.83
2081-3120	13.14	13.34	13.57	13.84
3121-4160	14.11	14.32	14.57	14.86
4161-5200	15.07	15.30	15.57	15.88
5201-6240	16.04	16.28	16.56	16.89
6241-7280	17.00	17.26	17.56	17.91
7281-8320	17.97	18.24	18.56	18.93
8321-9360	18.93	19.21	19.55	19.94
Over 9360	22.51	22.85	23.25	23.72

MEAT WRAPPER

HOURS	July 2/17	July 1/18	July 14/19	July 12/20
0-1040	11.27	11.44	11.64	11.87
1041-2080	12.03	12.21	12.42	12.67
2081-3120	12.84	13.03	13.26	13.53
3121-4160	13.65	13.85	14.09	14.37
4161-5200	14.46	14.68	14.94	15.24
5201-6240	15.28	15.51	15.78	16.10
6241-7280	16.09	16.33	16.62	16.95
7281-8320	16.90	17.15	17.45	17.80
8321-9360	17.71	17.98	18.29	18.66
Over 9360	21.24	21.56	21.94	22.38

MEAT CUTTER

HOURS	July 2/17	July 1/18	July 14/19	July 12/20
0-1040	15.68	15.92	16.20	16.52
1041-2080	17.19	17.45	17.76	18.12
2081-3120	18.62	18.90	19.23	19.61
3121-4160	20.03	20.33	20.69	21.10
4161-5200	24.90	25.27	25.71	26.22