

MEMORANDUM OF AGREEMENT

BETWEEN:

CALGARY CO-OPERATIVE ASSOCIATION LTD.
(Hereinafter referred to as “the Employer”)

AND:

UNION OF CALGARY CO-OP EMPLOYEES
(Hereinafter referred to as “the Union”)

The Union and Employer agree the following shall amend the Collective Agreement, which expired on October 29, 2016, subject to ratification of the Union’s and Employer’s principals. The Union and the Employer agree to recommend this Agreement to their respective principals.

Article 2 – Amend to read:

Medical Documentation - A certificate provided by a registered medical physician, **nurse practitioner** or naturopath requested by the Employer.

Article 3 Addendums A, B, C

Update to reflect current job titles

Article 5.15 - Amend to include:

Information Provided Upon Request

- a. Weekly schedules.
- b. Time and attendance summaries.
- c. List of Employees on benefits by category A, B or C.**
- d. Copies of RTO book or electronic equivalent.**

Article 5.15(m) - Amend read:

Semi-annual Attendance Management Report

Article 5.15(o) – Add new:

o. Report of dues paid to the Union by the Employer on behalf of work experience students.

Article 8.04 - Amend to read:

Paid rest periods shall be **twenty (20)** uninterrupted minutes. **It is understood that this time is comprised of fifteen (15) minutes rest period and a total of five (5) minutes for the employee to get to and from their workstation at the start and end of the rest period.** Rest periods for all Employees shall not start earlier than one and one half (1 ½) hours after the commencement of work and not later than one and one half (1 ½) hours before either the meal period or the end of the shift.

Article 8.06 – Amend to read:

Employees working a shift of four (4) or more hours but less than five (5) hours shall receive one (1) rest period. Employees working a call-in shift of less than four (4) hours in accordance with 9.37 shall be entitled to one (1) rest period. Employees working a shift of five (5) to seven (7) hours, shall have two (2) rest periods. These two (2) rest periods may be taken consecutively through prior arrangements with their Department Manager. ~~The Employer agrees to not schedule four and three quarter (4 ¾) hour shifts.~~

Article 8.10 - Amend to read:

Employees shall not be required to review material pertinent to their job duties on unpaid time. **Employees will not be required to review or sign off on this material while performing their duties.**

Articles 8.36 – 8.45 – Delete

Compressed Workweek – 10 Hour Shift Schedule

Article 9.02 - Amend to read:

~~A and B categories shall be allocated a minimum of sixty-five percent (65%) of the hours scheduled in the Association. C categories shall not exceed thirty-five percent (35%) of the hours scheduled in the Association.~~

~~Effective October 26, 2014 A and B categories shall be allocated a minimum of sixty percent (60%) of the hours scheduled in the Association. C categories shall not exceed forty percent (40%) of the hours scheduled in the Association.~~

~~Effective October 25, 2015 A and B categories shall be allocated a minimum of fifty-five percent (55%) of the hours scheduled in the Association. C categories shall not exceed forty-five percent (45%) of the hours scheduled in the Association.~~

Article 9.06 – Amend to read:

A “day shift” is any shift that begins before 12:00 p.m. / noon or ends by **6:00 p.m.**

Article 9.07 – Amend to read:

An “evening shift” is any shift, which ends after **6:00 p.m.**

Article 9.09 - Amend to read:

“A” Employees shall be scheduled a maximum of (2) two evening shifts per week, including weekends. “B” employees **and all Supervisors** shall be scheduled a maximum of (3) three evening shifts per week including weekends. Where evening shifts are to be assigned to “A” and “B” employees in a classification they shall be distributed with a greater number or equal number being given to the more junior employees. **Scheduling availabilities and requirements within the classification may result in the most senior Employee(s) not receiving an evening shift.** The exception(s) to these maximums shall be in classifications where it can be demonstrated that the number of employees available to be scheduled in a department/location prevents scheduling in accordance with these maximums (i.e. vacations, leaves, WCB, etc.), where Employees are scheduled on midnight shifts or by mutual agreement. The parties agree this clause is to provide coverage in unusual circumstances and is not intended to allow for not regularly carrying sufficient staff to comply with maximums.

Article 9.24 – Amend to read:

Casuals must be available to work a minimum of general holidays and be available a minimum of an evening shift either Saturday or Sunday. Casual employees can request to change their availability up to four (4X) times per year by completing a new Availability Form and submitting it four (4) weeks prior to the effective date of the change. **As an exception, there is no limit on the number of times an employee can increase their availability.** Employees cannot further limit their availability between November 15th and the end of the year **or during the initial probation period.**

Article 9.26 – Add to the current language:

Where possible, Casuals shall not have more day shifts than the most junior employee in the A&B category combined. It is understood that when comparing the number of day shifts, equal consideration is given to the other scheduling rules in the collective agreement. Only shifts of the same length will be considered and it is not expected to add hours to the current schedule. Where an employee identifies an issue with the administration of this article, they are to bring it to the immediate attention of the manager prior to the shift being worked. No dispute will be considered after the shifts have been worked.

Article 9.29 – Amend to read:

Employees who are working alone **shall** be supplied with a monitored security device to alert police or security if there is a safety threat. Any person working alone **shall** be a manager or supervisor, exclusive of breaks.

Delete Letter of Agreement re: CWSB Stores Under 3,900 Square Feet dated April 8, 2015.

Article 9.34 – NEW

Add the following to Article 9 as a new 9.34 and re-number the remainder accordingly:

If an employee works no hours for eight (8) consecutive weeks, excluding approved leaves of absence, their employment will be terminated.

Article 9.35 – Amend to read:

Each centre/Location shall maintain a call-in list by Classification in Seniority order ~~for A and B category employees and a separate call-in list for C category employees.~~ **This list** shall be posted with the schedule and shall not contain phone numbers,

Article 9.36 – Amend to read:

Call-in hours shall be distributed ~~within the applicable category (A and B or C)~~ by Seniority within the Classification within that centre/Location. These hours shall be given to Employees in that Classification, in Seniority order, whose schedules do not result in overtime. For each call-in, the process shall begin with the most senior Employee. If all Employees are maximized the Employer may utilize the call-in list from the other category.

Article 9.44 - Delete

Article 9.49 - Amend to read:

Employees requesting time off (RTO) shall provide at least four (4) weeks notice in advance of when they would like the time off. Employees may request time off (RTO) by **placing writing** their request in an RTO book **or electronic equivalent** maintained by the Employer. This book **or electronic equivalent** shall be kept in an area that is accessible to all staff.

Article 10.03 - Amend to read:

The Employer shall display all unionized postings on all secured bulletin boards for five (5) consecutive calendar days. A copy shall be sent to the Union. **Should the Employer create a computer based posting/application system, it is understood that postings may no longer be displayed on bulletin boards.**

Article 10.04 – Amend to read:

The notice of the posting referred to in clause 10.03 above shall contain the following information:

- a. Duties and relevant qualifications as outlined in the job description;
- b. Category and minimum hours guarantee;
- c. Centre/Location of the Position; **(except full-time Supervisor postings)**
- d. Wage range;
- e. The working of Midnight Shifts, if required.

Article 10.05 - Amend to read:

The Employer shall accept applications in writing for the duration of the posting and shall consider all internal applications. Employees wishing to apply for the posted Positions shall do so on a form provided by the Employer. **Should the Employer create a computer based posting/application system, it is understood that applications may be no longer be accepted in writing.**

Article 10.07 – Amend to read:

If there are no applicants from within the bargaining unit or applicants do not meet the minimum qualifications and an acceptable level of Merit, Fitness and Ability, the Employer may recruit from outside of the bargaining unit. **This does not apply to Supervisor postings.**

Article 10.08 – Amend to read:

Except for Supervisor postings, the Employer shall repost the position within forty-five (45) calendar days if the Position is not filled prior to that.

Article 10.10 - Delete

Article 10.11 and Article 10.12 – Combine to read and Re-number accordingly:

Should a temporary vacancy need to be filled permanently, the Employee shall have the option of remaining in the position or reverting to their Substantive Position held prior to receiving the Temporary Appointment. Should the Employee choose not to remain in the position, it shall be posted and filled through the posting process.

Article 10.27 – Add NEW and renumber the remainder:

Appointments to any Supervisor position will be at the discretion of the Employer. These appointments are not subject to any clauses in the collective agreement which refer to Merit, Fitness and Ability or Seniority in the selection process.

Article 10.32 - Amend to read:

Pursuant to clause 10.19, the two (2) week availability requirement above may be varied for Employees entitled to accommodation or on maternity and parental leave. The Position may be filled temporarily in accordance with this article if **such Employee** is awarded the Position.

Article 10.37 – Delete and renumber the remainder

Article 10.49 - Amend to read:

Company initiated relocations may be utilized for staffing shortages, experience / job knowledge and training issues. Employees shall be relocated to other centre/Locations identified by the Employer without activating Article 14 (Employee Displacement). The following process shall be utilized:

- a. The posting process (internal/external) has been exhausted
- b. Meeting with the affected Employees, and the Union Executive to advise the Employee of the relocation options including;
 - i. The Employer shall canvass Employees to determine if there are any volunteers to relocate;

- ii. In the absence of volunteers, Employees shall be selected in reverse order of Seniority within a 15 km radius. The employee will be given first opportunity to return to their previous classification and center should it be posted within two (2) years unless the employee has accepted another position after the relocation. It is the employee's responsibility to notify the employer they want to return.
- c. **At the discretion of the Employer, Supervisors in full-time positions may be relocated without following the process outlined in (a) or (b) above. Employees in full-time Supervisor positions on the date of ratification may only be moved to a centre/location within a fifteen (15) kilometer radius of their current centre/location. This distance may only be exceeded by mutual agreement.**

Article 11.01 - Amend to read:

New Employees shall be on initial probation for seventeen (17) consecutive calendar weeks. **Head Office Employees shall be on initial probation for twenty-six (26) weeks. Weeks where the Employee has no work hours will not count towards the probation period.**

Article 11.02 - Amend to read:

New Employees on initial probation shall be provided two (2) mandatory formal probationary reviews delivered prior to weeks six (6) and twelve (12) with the exception of **Head Office** Positions which shall be prior to weeks ~~eight (8)~~ **nine (9)** and ~~sixteen (16)~~ **seventeen (17)**. There shall be a minimum of four (4) weeks between reviews. Reviews not given within the above time frames shall not result in the Employee being deemed to have passed or failed probation. These reviews shall cover attendance, performance and behaviour and Employees shall be given the opportunity to improve where necessary. New Employees may be terminated at any time during the probationary period for failing to meet job requirements provided they have received at least one (1) warning prior to dismissal. However, a serious infraction, at any time during the initial probationary period may result in the dismissal of a new Employee without warning.

Article 11.04 (b) - Amend to read:

Seventeen (17) consecutive calendar weeks for all Supervisor, ~~File Maintenance Coordinator~~, Cake Decorator, ~~General Utility Clerk~~ and Meat Cutter Positions.

Article 15.09 – Amend to read:

Effective August 3rd, 2014 the company will implement a health spending account (HSA) of \$500.00 per year for Full-time and Part-Time Employees who are on benefits and have completed three years of continuous service on August 1st of each year. On August 1st of each year qualifying Employees shall be allocated \$500.00 for their HSA, Employees have until July 31 of each year to use their ~~annual~~ HSA credits with the exception of a 60 day grace period to submit previous years expenses. **Unused HSA credits will carry over into the following year and must be used within that year. It is understood that credits will only roll over for one year and the maximum amount of credits an Employee can have will not exceed one thousand (\$1000) dollars.** HSA shall cover expenses approved by the Canada Revenue Agency (CRA) that are incurred by the Employee and dependents covered by their benefit plan.

Article 16.05 - Amend to read:

When the circumstances surrounding the absence cause the Employer to believe that the Employee claiming to be absent because of illness or disability may not be ill or disabled, the Employer may require the Employee to provide Medical Documentation verifying the absence. The cost of such Medical Documentation will be at the expense of the Employee.

Article 16.06 – Amend to read:

The Employer may require an Employee to provide medical documentation verifying their absences due to illness or disability when duration **exceeds two (2) days** or the frequency requires justification. The Employer shall reimburse the Employee up to **\$40.00** for the cost to procure such Medical documentation unless it is not accepted by the Employer.

Article 16.07 - Amend to read:

In order for the Employer to assess the validity of Medical Documentation, unless specified otherwise, it must contain:

- a) First and last name;
- b) the date of the visit;
- c) ~~whether the Employee can work in any capacity including a~~ detail of any restrictions and;
- d) the estimated duration of the absence.

Article 18.09 - Amend to read:

The Employer agrees to provide an unpaid leave of absence up to ~~six (6)~~ **eight (8)** weeks for Employees eligible for the EI Compassionate Care Benefit. This leave is available to Employees who must be absent from work to provide care for a spouse, child, parent, stepparent or stepchild who is seriously ill with a significant risk of death within twenty-six (26) weeks. **Requests for extensions will be considered on a case by case basis.**

Article 19.01 - Amend to read:

All Employees ~~with one (1) full year of service~~ may request a leave of absence up to four (4) **consecutive** months without pay. Requests of two (2) weeks or less shall be submitted to and approved by Centre/Liquor/Head Office Manager. Requests greater than two (2) weeks must be submitted to and approved by the Centre/Liquor/Head Office Manager and the Benefits and Disability Manager or designate.

Amend Article 19.02 to read:

All employees ~~with one (1) or more years of service~~ may request a leave of absence for extended vacation not to exceed two (2) weeks at any time. This leave must be taken in conjunction with regular vacation time and shall be granted no more than once every two (2) years.

Article 20.01 – Amend to read:

Total vacation credits for all Employees shall be based on the length of **continuous** service **with the employer in the bargaining unit** up to and including the closest pay period cut-off to April 30 each year. **Employees who have returned to the bargaining unit but maintained continuous employment with the employer shall receive vacation credits based on their continuous service with the employer to a**

maximum of three (3) years, this shall not apply to those returning under Article 12.06.

Article 20.02 – Amend to read:

A and B Employees shall receive vacations with the appropriate pay based on Regular Paid Hours as follows:

- a. After one (1) year ~~continuous service~~, two (2) weeks vacation and four percent (4%) Vacation Pay.
- b. After three (3) years ~~continuous service~~, three (3) weeks vacation and six percent (6%) Vacation Pay.
- c. After eight (8) years ~~continuous service~~, four (4) weeks vacation and eight percent (8%) Vacation Pay.
- d. After thirteen (13) years ~~continuous service~~, five (5) weeks vacation and ten percent (10%) Vacation Pay.
- e. After eighteen (18) years ~~continuous service~~, six (6) weeks vacation and twelve percent (12%) Vacation Pay.
- f. After twenty-five (25) years ~~continuous service~~, seven (7) weeks vacation and fourteen percent (14%) Vacation Pay.

Article 20.03 – Amend to read:

“C” Employees shall receive vacations with the appropriate pay based on Regular Paid Hours as follows:

- a. After one (1) year ~~continuous service~~, two (2) weeks vacation and four percent (4%) Vacation Pay.
- b. After three (3) years ~~continuous service~~, three (3) weeks vacation and six percent (6%) Vacation Pay.
- c. After eight (8) years ~~continuous service~~, four (4) weeks vacation and eight percent (8%) Vacation Pay.
- d. After thirteen (13) years ~~continuous service~~, five (5) weeks vacation and ten percent (10%) Vacation Pay.
- e. After eighteen (18) years ~~continuous service~~, six (6) weeks vacation and twelve percent (12%) Vacation Pay.

Article 20.06 - Amend to read:

Granting of vacation is done by “Classification” by centre/Location.

Exceptions shall be:

- 1. Where it is not possible for more than one (1) Employee to be on vacation at any given time.**
- 2. Where the Supervisor and Department Manager cannot be on vacation at the same time. When there is a conflict, the Employee shall be permitted to choose vacation week(s) first if picking during the vacation selection period(s).**
- 3. Where the Supervisor and Back-up Supervisor in the same department cannot be on vacation at the same time. When there is a conflict, the senior Employee shall be allowed to choose the vacation week(s) first if picking during the vacation selection period(s).**

Beyond the vacation selection period(s), when there is a conflict as outlined in point #2 or #3 above, vacations shall be granted on a first come first served basis.

**Change Header “Vacation Scheduling Process” to read:
Vacation Scheduling Process/Selection Period**

Article 20.19 - Amend to read:

By April 30th, the Department Manager shall post the final vacation schedule in a location where all employees in the department can view it. This vacation schedule shall remain posted for the **entire** vacation year.

Article 22.13 - Amend to read:

In the event that an Employee is to be disciplined, the Employer and the Union recognize the use of progressive discipline. The level of discipline undertaken by the Employer shall be in consideration of the severity of the infraction and mitigating circumstances. ~~The levels of progressive discipline are:~~

- a. ~~Step 1~~
- b. ~~Step 2~~
- c. ~~Step 3~~
- d. ~~Termination~~

Article 26.05 - Change the title to read:

BOOT ALLOWANCE

Article 28.01 - Amend to read:

The Employer and the Union support the fundamental principle that all persons are equal in dignity and human rights without regard to race, religious beliefs, colour, gender, age, marital status, family status, place of origin, ancestry, physical or mental disability, source of income, or sexual orientation, **gender identity, or gender expression** (the “Protected Grounds” as listed in the Alberta Human Rights Act). The Employer and the Union do not condone discrimination and/or harassment in the workplace and shall make every reasonable effort to maintain a work environment, which is supportive of productivity and the personal goals, dignity and self-esteem of every Employee. The purpose of this Article is to express the commitment of the Employer and the Union to maintain a healthy work environment, which is free of discrimination and/or harassment and to deal co-operatively, quickly and effectively with any incident of discrimination or harassment.

Article 28.18 - Amend to read:

If within sixty (60) days the complaint is not resolved or **the Union** is not in agreement with the Employer’s decision, **the Union** may file a grievance to be referred directly to Arbitration (Article 24) for resolution.

Article 29 – Amend to reflect an expiry date of October 31, 2020

Article 30.01 - Amend to read:

The Employer agrees to pay all Employees covered by this Agreement, as set out in Schedule “A” (Wages), Schedule “B” (Premiums), Schedule “C” (Pay Notes) **and Schedule “D” (Payroll Information)** as attached and made part of this Agreement.

SCHEDULE “D” – PAYROLL INFORMATION

As a condition of employment;

- i) **Employees will be paid by direct deposit and will supply their banking information within two (2) weeks of their hire date.**
- ii) **Pay statements and T4 slips will be supplied electronically in a format determined by the Employer.**

Article 30.05(c) – Amend to read:

Meat Clerks:

- Cannot operate meat grinders
- Cannot wrap, price or cut meat

The exception to the above shall be the meat clerks may only wrap and price meat for immediate customer service at the full service meat case after 6pm.

Schedule “A” Wages – Amend to read:

1. Retroactive Pay

Within (4) four weeks of the Sunday following ratification, **Employees whose wage is greater than \$12.20 as of the date of ratification will receive a lump sum payment equal to 1.25% of their Regular Paid Hours from October 29, 2016 to the date of ratification.** This payment shall be made as a separate deposit.

2. Wage Increases:

~~Implementation of adjustments to current wage groups (one time only):~~

- ~~1. Upon ratification Employees will move to the corresponding rate on the new scale, at the same level they currently occupy.~~
2. Employees will retain their current class hours.
3. Wage Rates: (unless otherwise specified in attached scales)
Effective October 1, 2017 - 1.5% increase to wage rates greater than \$13.60
Effective October 7, 2018 – 1.5% increase to wage rates greater than \$15.00
Effective October 6, 2019 – 2.0% increase to wage rates greater than \$15.00

Schedule “A” Administration – Amend to read:

Change Stationary & Support Services Supervisor” to read **Administration & Support Services Supervisor**

Schedule “C” – Add Floral Utility Clerk to Group 5

Letter of Agreement #3 – Amend to read:

LETTER OF AGREEMENT #3 – MIDNIGHT SHIFTS

Employees hired prior to June 30, 2010 scheduled to work midnight shifts shall only be scheduled by mutual agreement. An Employee who mutually agrees to work midnight shifts shall sign a scheduling agreement containing a start and end date reflecting a four (4) month time frame commitment. This Agreement shall expire at the end of the four (4) month period unless renewed in writing by the affected parties.

This Letter of Agreement shall not apply to Employees who post into Positions which state the working of midnight shifts may be required.

It is understood that day and evening shifts are considered to be a separate schedule from the midnight shift. Employees cannot exercise seniority rights for hours between day/evening and midnight shifts. Midnight shifts will be highlighted on the schedule.

Letter of Agreement #4 – Amend to read:

LETTER OF AGREEMENT #4 – SHARED POSITIONS

All provisions of the Collective Agreement shall apply to the Employees covered by this Letter of Agreement (hereinafter referred to as the Letter) except as modified or restricted by this Letter.

The provisions of this Letter shall apply to Employees who have posted into a Full-time shared Meat Cutter, Cake Decorator, **Floral Utility Clerk** or Gas Bar Supervisor Position.

1. Employees posting into shared Positions shall be required to work in no more than two (2) centres/Locations **within a fifteen (15) km radius.**
2. Shared Position postings shall identify the home centre/Location and the other work centre/Location.
3. Employees shall be assigned to a home centre/Location for the purposes of scheduling (i.e. vacations, leaves, etc.) and administration (i.e. personnel files, appraisals, performance management, training, etc.).
4. Employees shall have their vacation scheduled on the basis of Seniority in their home centre/Location.
5. The number of shared Positions in each centre/Location shall be limited to one (1) each of the above noted Positions (i.e. where there is a shared meat cutter with a home centre at #1 and shared with #2, it shall be interpreted that both #1 and #2 have met this requirement).

Letter of Agreement #6 - Delete

Letter of Agreement #10 - Delete

Add the following as a new Letter of Agreement:

Should the Employer wish to implement technology that replaces current processes and procedures outlined in the collective agreement, the Employer shall advise the Union of the proposed changes and identify current language in the collective agreement that restricts the implementation of the new technology. The Union agrees to discuss mid-term amendments to the collective agreement that would be required for the Employer to implement the proposed technology.

Add the following as a new Letter of Agreement:

This letter is designed to address the issue of “blacked out” week(s) on the vacation calendar and will be administered in conjunction with all other rules in the collective agreement pertaining to vacation.

During the vacation selection period(s), Employees shall be able to request vacation for any week during the year. The Employer will determine the feasibility of approving or denying these vacation request(s) based on their operational needs.

Add the following as a new Letter of Agreement:

Employees who are in a full-time Supervisor position on the date of ratification will have four (4) weeks to declare in writing whether they want to remain in the Supervisor classification, whereby they shall be subject to clause 10.49(c). If they choose not to remain in the Supervisor classification, they shall be placed into a non-supervisory position within the same store, department, template and wage rate of the new classification. The non-supervisory position shall be the highest paid classification below the Supervisor classification within the department. For example, Customer Service Supervisor to Customer Service Cashier, Grocery Supervisor to Grocery Utility Clerk, Meat Supervisor to Meat Cutter, etc. The timing of the reclassification will be at the discretion of the Employer. It is understood that during this transition, the Employee will not be transferred as a Supervisor.

Add the following as a new Letter of Agreement:

Where the Union believes that the hours being scheduled to Backup Supervisors are excessive, the Company agrees to meet and discuss the issue with the Union. Any changes to the schedule will be at the discretion of the Company.

Add the following as a new Letter of Agreement:

It is understood that the Company will designate the Floral Utility Clerk position, it is in its own scheduling group and can be backfilled from other departments at the discretion of the Company.

Employees who accept the Floral Utility Clerk position will have the ability to return to their substantive position within one year of the initial implementation of the position.

Signed this 19th day of July, 2017.

For the Company:

For the Union:

E&OE