

COLLECTIVE AGREEMENT

BETWEEN:

Pincher Creek Co-operative Association Ltd.
(hereinafter referred to as the “Co-operative”)



AND

UNIFOR
LOCAL 4050
(hereinafter referred to as the “Union”)



Effective November 1st, 2012 – April 8th 2015

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ARTICLE 1 - INTENT AND PURPOSE

WHEREAS it is the intent and purpose of the parties hereto that this Agreement will continue to promote and improve harmonious labour relations; and to facilitate the peaceful adjustment of differences between the Co-operative and the employees covered by the terms of this Agreement; and to set forth herein the Agreement covering the rates of pay, hours of work and working conditions to be observed.

ARTICLE 2 - UNION RECOGNITION

1. The Co-operative recognizes the Union as the exclusive bargaining agent for all employees, including office and clerical employees, employed by the Pincher Creek Co-operative Association Ltd. at Pincher Creek and Cowley, Alberta, excluding those employed in a supervisory capacity and the Private Secretary, in accordance with Appendix "B" attached hereto.
2. The Co-operative recognizes the Committee selected by the Union as its designated bargaining representative in any matters affecting the relationship between the Co-operative and the employees defined in Section 1. Said Committee shall be entitled to have associated with it a duly accredited representatives of the Union.
3. No employee shall be discriminated against for any lawful Union activity, or for serving on a Union Committee, or for reporting to the Union the violation of any provision of this Agreement.
4. The Co-operative shall provide a reasonable number of bulletin boards for the purpose of posting Union notices and Union material. All Union material posted must be approved and authorized by an official representative of the Union.
5. All new employees shall be introduced to the Chief Shop Steward, or designate, as part of the orientation process within their first week of employment.

ARTICLE 3 - UNION SECURITY

1. All employees shall as a condition of employment become and remain members in good standing of the Union. All new employees, as a condition of employment, shall make application for membership in the Union on their first day of employment, and shall become and remain members of the Union. The Co-operative will be responsible for having new employees fill out the application for membership card which is supplied by the Union. The Co-operative shall mail all filled-out cards to the Local 4050 office immediately after they are filled out.
2. The Co-operative agrees to deduct by the twentieth (20th) day of each month out of the wages due each employee who is a member of the Union, the initiation fees and monthly Union dues as determined by the Union. All Union dues, initiation fees and other monies so deducted shall be remitted by the Co-operative to the UNIFOR National Union within seven

(7) days after the date of the said deductions, together with a list of the names of the employees for whom the deductions were made and the amounts so deducted. The Co-operative shall supply the Local Union office and the Chief Steward via email once each month with the names of employees who have been terminated, have resigned or been laid off during the current month. The Co-operative agrees to include the amount of Union dues deductions in the employee's T-4 slip.

3. All employees shall, as a condition of employment with the Co-operative, sign authorizations enabling the Co-operative to implement the provisions of this Article.

ARTICLE 4 - MANAGEMENT RIGHTS

1. Subject only to the terms of this Agreement, the Union recognizes the undisputed right of the Co-operative to operate and manage its business in all respects in accordance with its commitments and responsibilities. Without limiting the generality of the foregoing, the direction of the working force – including the right to hire, promote, transfer, demote, suspend, discipline and discharge for just-cause – and the methods, processes and means of marketing, production and handling are vested in the Co-operative provided that the Union shall have the right under Article 10 hereof to take grievance procedure with respect to the extent of any discipline invoked.
2. The Co-operative shall be the sole judge of the merchandise to be handled in its stores.

ARTICLE 5 – SENIORITY AND LEAVE OF ABSENCE

1. There shall be one seniority list that shall include all employees who have worked eighty (80) days in the bargaining unit regardless of departments, and part-time employees who have worked six hundred and forty (640) hours in the bargaining unit.
2. (a) Length of continuous service with the Co-operative shall be the determining factor governing promotions, job postings, transfers, layoffs, reduction in hours of work and recall after layoff providing the employee has the necessary qualifications and can perform the work satisfactorily.

However, in matters of layoff, reduction of hours of work and recall after the layoff, full-time employees and part-time employees will be deemed to have more seniority (continuous service) than students. It is understood that the foregoing sentence does not prohibit the Co-operative from laying off or reducing the hours of any full-time employee.

When layoffs, reductions of hours for shifts, or the elimination of shifts are required due to business requirements, the Co-operative must reduce or eliminate part-time shifts prior to reducing the hours of full-time employees and the Co-operative must do so by eliminating or reducing the least senior positions first. When it is necessary to eliminate or reduce full-time positions, the Co-operative must do so by eliminating or reducing the least senior position first.

The Co-operative will make every reasonable effort to find alternate positions for employees who are laid off. These employees shall assume the rate for the position based on their length of service with the Co-operative.

In the event of a closure of a department or facility, or if the Co-operative determines that layoffs are necessary, the parties will meet with a view to minimizing the impact upon senior employees.

- (b) Any promoted employee shall be on a trial period in their new position for two (2) months, within which time the Co-operative may review their work and return them to their former position if they cannot perform the work satisfactorily. During this period of time, an employee may opt to revert to their former position not more than once in a contract year.
3. Employees shall be regarded as temporary for the first eighty (80) working days (six hundred and forty [640] working hours in the case of part-time employees). During this period employees shall acquire no seniority or re-employment rights and may be terminated at the Co-operative's discretion, and no grievance shall be entertained in connection therewith. After said period of employment, the names of such employees shall be placed upon the seniority list in the order of date of original hiring.
4. (a) Notice of any new position or vacancy shall be posted in all departments in a place accessible to all employees for not less than five (5) working days. Such posting shall be awarded by seniority from those that have applied for the posting in writing, providing the employee has the necessary qualifications and can perform the work satisfactorily after the initial training period. The name of the successful applicant shall be forwarded in writing to the Chief Steward and Union office. Any grievance arising out of the filling of any new position or job vacancy shall commence at step two (2) of the Grievance Procedure.
- (b) Employees who are absent because of illness, vacations or accident shall be considered applicants subject to Article 5, Section 2 for all job vacancies referred to in the preceding Subsection (a) of this Section without making a written request for such vacancies.
 - (c) A temporary vacancy is defined as a vacancy expected to be in excess of thirty (30) working days. Temporary vacancies will be posted in all departments. The senior applicant will be selected for the temporary vacancy, as long as the employee has the necessary qualifications and can perform the work satisfactorily after the initial training period. Employees filling the temporary vacancies must complete the temporary vacancy before returning to their original position or before accepting a further temporary vacancy, unless mutually agreed by the Manager or designate, the employee and shop steward. Employee filling a temporary vacancy may apply for a full time position at any time of the temporary vacancy.
5. Seniority shall be lost if any employee:
- (a) Voluntarily leaves the employment of the Co-operative;

- (b) Is discharged for cause and not reinstated;
 - (c) Is absent without a satisfactory reason for a period greater than three (3) consecutive working days;
 - (d) Fails to report after layoff within five (5) days of being recalled, unless a satisfactory reason is given by the employee;
 - (e) Is off the payroll for one (1) year or more as a result of layoff.
 - (f) Is promoted to an out-of-scope position for a period in excess of three (3) months.
6. The Co-operative will provide a copy of written notices of layoff, recall, suspension and disciplinary letters of reprimand to the Chief Steward along with an electronic copy by email to the Local Union office.
 7. If an employee is absent from work due to accident or illness, they shall continue to accumulate seniority, providing such absence does not exceed twenty-four (24) months. If an employee is involved in a return-to-work program, the twenty-four (24) months above will be postponed for the length of the return-to-work program.
 8. In the first pay period of January and July of each year, and as reasonably requested by the Union, the Co-operative will supply the Chief Steward with a seniority list in triplicate setting out the name, classification and date of employment of all employees with seniority. An additional copy shall be sent to the Union's Regional office electronically.
 9.
 - (a) If applied for in writing, a leave of absence without pay shall be granted to any employee for a period not exceeding three (3) calendar months, for good reason, providing the operations of the Co-operative permit. Application for such leave shall be submitted in writing to the General Manager at least fourteen (14) days prior to the date on which leave is desired to commence.
 - (b) Subject only to the reasonable requirements of the Company's operations, Union negotiations excepted, three (3) employees from the company shall be granted leave of absence without pay to attend Union meetings and conventions upon Fourteen (14) days written notice.
 - (c) The maintenance of employee benefit plans during leaves of absence under this section for which there is no pay shall be conditional upon the bylaws of the plans concerned and upon payment of the full cost in advance by the employee.
 - (d) Employees who are granted leave of absence without pay, for one (1) week or less, for the purposes of Union business as described in Section 9(b) of this Article, will be paid by the Co-operative their regular wages for the period of such leave. The Union will reimburse the Co-operative for all wages, benefit costs and premiums, paid by the Co-operative on the behalf of the employee, for the duration of such leave.
 - (e) Any Employee elected or appointed to a full-time position with the UNIFOR-Canada shall be granted an indefinite leave of absence without pay provided that thirty (30) days notice is given the Company prior to the beginning of such leave. During such leave, the Employee's seniority shall not accumulate, benefits shall be suspended immediately after such leave commences, and annual vacation

benefits shall be suspended immediately. They will both again be in effect the first day the Employee returns to work.

10. Leave of absence without pay shall be granted any employee with more than one year of service with the Co-operative for pregnancy substantiated by a Doctor's Certificate. The Co-operative shall reimburse the full costs to any employee upon proof of payment for any costs incurred to obtain said required Doctor's note. Such leave shall be continuous and shall not exceed fifty-two (52) weeks in total. Employees shall be required to give four (4) weeks' notice prior to the time leave is to commence and three (3) weeks' notice prior to returning to work.

If the employee returns to work within six (6) weeks of giving birth to the child, she shall be required to submit a medical certificate certifying her medically fit to work. On return to work, the employee shall be reinstated to their original job or a suitable job, at the same rate of pay with full seniority rights. Employees during pregnancy leave may continue their employee benefits by paying the full premium costs of the said plans. Parental leave and Adoption leave will be in accordance with Employment Standards.

ARTICLE 6 - HOURS OF WORK AND OVERTIME PAY

1. The Co-operative and the Union agree that the standard work day shall consist of eight (8) hours, broken only by a lunch period not exceeding one (1) hour. With the exception of Bakery and Stock Clerks in the Grocery, the workday shall be scheduled as follows:

Sunday to Friday – 9:00 a.m. to 9:00 p.m.
Saturday – 8:00 a.m. to 9:00 p.m.

The work day for Stock Clerks in Grocery shall be scheduled between the hours of:
6:00 a.m. and 12:00 midnight.

2. The standard work week shall consist of forty (40) hours within any five (5) days, Sunday to Saturday inclusive.
3. The individual employee's hours of work shall be set forth in a schedule which will be posted by noon Friday for the next two (2) weeks. No changes will be made to the employee's schedule by the employer or the employee without twenty-four (24) hours prior notice unless mutually agreed to between the employee and the employer.

Part-time employees who have requested and who are granted time off prior to the posting of the work schedule shall not have their hours of work for the week reduced as a result of the granting of the request. It shall be optional for the employer to reduce the hours or days for any request made and granted after the posting of the work schedule.

4. The Co-operative and the Union agree that the schedule shall not be used as a tool for discipline. The Co-op will continue the existing practice of equal rotation of shifts by seniority when creating the bi-weekly schedule.
5. (a) Time worked in excess of forty (40) hours in a week or eight (8) hours in a day shall

be considered as overtime and paid at the rate of one and one-half times the employee's regular rate of pay.

- (b) Time and one-half shall be paid for all work performed on a holiday (those listed under 5(a) of this Article) together with such holiday pay as the individual employee may be entitled to under the terms of this Collective Agreement.
6. (a) The following days shall be paid holidays for all employees who are actively on the payroll in the week previous to the week in which the holiday occurs:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Day, Labour Day, Thanksgiving, Remembrance Day, Christmas Day, Boxing Day and any other holidays proclaimed by the Federal, Provincial or Civic Governments and generally observed by the retail business in Pincher Creek, Alberta.

- (b) When a holiday mentioned in Section 5(a) falls on a full-time employee's regular day off, the employee shall be entitled to an additional day off with pay during the week in which the holiday occurred, or at any other time mutually agreed to by the Manager and the employee concerned.

Part-time employees shall be paid for the holiday on the basis of the number of hours they would have worked if that day or days had not been a holiday. The method determining the normal hours worked shall be completed by averaging the hours worked on such days for the four (4) weeks immediately preceding the holiday or holidays.

- (c) Holidays as set forth in Section 5(a) of this Article shall be observed on days other than the calendar date when so proclaimed by the Federal, Provincial or Civic authorities.
 - (d) The Co-operative shall determine which positions shall be needed on the Statutory Holiday. Positions needed on the Statutory Holiday shall be filled by way of a sign-up sheet posted four (4) weeks prior to the holiday. Any unfilled positions shall be assigned by the Co-operative in reverse order of seniority. This sign-up process is subject to employees having the ability to perform the work required. If there are any difficulties with giving an employee the hours they have signed up for, the employee and shop steward will be notified, and the reasons given to them
7. Employees called in to work a regular shift and receiving less than four (4) hours work shall be paid for four (4) hours at straight time. However, if four (4) hours work is not available at the regular job, an employee shall perform such work for the remaining period of time as may be assigned to them. This section shall not apply to student help.
8. (a) It is understood that no one shall be called back after the supper period for less than two (2) hours' service or pay equivalent thereto.
- (b) On presentation of a receipt for the purchase of a meal, a sum of up to eight dollars (\$8.00) shall be paid by the Co-operative to employees who work overtime beyond

their regular hours after 6:00 p.m.

9. All employees shall have rest periods not exceeding fifteen (15) minutes during each work period of three (3) hours or more without deductions of pay. Rest periods shall be scheduled by the Department Managers.
10. The Co-operative agrees that overtime shall be distributed as equally as possible among the employees, providing the employees can do the required work. All overtime shall be voluntary except in cases of emergency and the taking of inventory.
11. No employee shall be permitted to take time off in lieu of overtime worked unless mutually agreed. No employee shall work overtime without permission of management. All time banked in lieu of overtime shall be at the applicable calculation rate.
12. Hours for part-timers shall be scheduled in order of seniority. Senior employees shall receive at least as many hours on a weekly basis as employees junior to them.
13. Part-time employees may indicate in writing to their Department Manager if they wish to restrict the number of hours they wish to receive in a week. Such a restriction may be changed up to two (2) times per year, and shall indicate the maximum number of hours they wish to work.
14. **The Co-operative will schedule eight (8) hour shifts where possible. The parties recognize that shorter shifts may be necessary to cover peak periods of the business. Scheduling concerns may be addressed at the joint labour management meetings.**

ARTICLE 7 - WAGES

1. Wages, salaries and classifications of work are attached as Appendix "A" and shall be observed by the Co-operative on the effective dates indicated in the Appendix and for the duration of this Agreement.
2. When an employee is temporarily removed from their regular work and placed on other work for a period of one (1) day or more, they shall be paid their regular rate of pay or the rate of the other work, whichever is the greater. Both the employer and the union accept the responsibility to educate and advise employees of their rights to a higher rate when applicable.
3. When new job classifications are established, or existing job classifications are changed by changes in the duties and/or responsibilities as deemed necessary by the Co-operative, the Union shall be immediately advised in writing. A new rate for the job classification shall be set by the Co-operative consistent with the rates of pay contained in Appendix "A" of the Agreement. Any dispute in regard to the appropriateness of the new rate shall be subject to the grievance procedure.

ARTICLE 8 - VACATIONS

1. Employees who have the following record of service (seniority) with the Co-operative shall receive and be required to observe the following vacations with pay:
 - (a) Two (2) weeks' vacation at the appropriate rate of pay after one (1) years' service.
 - (b) Three (3) weeks' vacation at the appropriate rate after five (5) years' service.
 - (c) Four (4) weeks' vacation at the appropriate rate of pay after eight (8) years' service. Employees hired after January 23, 2000 will receive four (4) weeks' vacation at the classified rate of pay after ten (10) years' service.
 - (d) Five (5) weeks' vacation at the appropriate rate of pay after sixteen (16) years' service. Employees hired after January 23, 2000 will receive five (5) weeks' vacation at the classified rate of pay after eighteen (18) years' service.
 - (e) Six (6) weeks' vacation at the appropriate rate of pay after twenty-five (25) years' service.

The fourth, fifth and sixth week of vacation is to be scheduled by mutual agreement, outside the vacation period, unless otherwise mutually agreed between the employee and the Co-operative.

Part-time employees shall be paid vacation pay based on a percentage of their total annual earnings as per their individual records of service (seniority).

2. It is agreed that absence due to illness or accident for ninety (90) days or less, or layoff for thirty (30) days or less, shall not effect the amount of vacation pay an employee is entitled to under this section.
3. The vacation year will begin on May 1st. Employees with less than one (1) year of service by May 1st will earn one (1) day of vacation per month of service to a maximum of ten (10) days.

Employees becoming eligible for three (3) weeks vacation during the year will have two (2) weeks vacation plus one-half (1/2) day per month of service prior to April 30, to a maximum of five (5) days.

Employees becoming eligible for four (4) weeks vacation during the year will have three (3) weeks vacation plus one-half (1/2) day per month of service prior to April 30, to a maximum of five (5) days.

Employees becoming eligible for five (5) weeks vacation during the year will have four (4) weeks vacation plus one-half (1/2) day per month of service prior to April 30, to a maximum of five (5) days.

Employees becoming eligible for six (6) weeks vacation during the year will have five (5)

weeks vacation plus one-half (1/2) day per month of service prior to April 30, to a maximum of five (5) days.

4. Employees leaving the employ of the Co-operative shall be paid vacation allowance in the amount as set out in this Article effective either from the date of employment or the last vacation period, whichever may be applicable.
5. For each Statutory Holiday occurring during the period of any annual vacation taken by an employee, the said annual vacation to which such employee shall be entitled with pay shall be increased by one (1) working day with pay.
6. Vacations shall be scheduled no earlier than May 1st, nor any later than September 30th unless otherwise arranged, as provided in Section 1 or by mutual agreement between the employee and the Co-operative. The vacation schedule is to be prepared as far as possible in advance.
7. The preferred positions in the selection and allocation of vacation periods shall be awarded on the basis of seniority by department. A vacation schedule will be posted in each department by March 1st and employees must indicate their preference by April 15th. Seniority will not apply to vacation requests received after April 15th; however, such written requests will be allowed at the discretion of the Co-operative on a first-come, first-serve basis.
8. Employees shall receive vacation pay on regular weekly payroll at the time they take vacation. Vacation pay for part-time employees shall be calculated by dividing the gross income earned in the year prior to May 1st by fifty-two (52) for each week of vacation.
9. Any employee granted a leave of absence without pay for a period greater than thirty (30) calendar days shall receive vacation pay on a percentage basis for the year in which leave was granted.
10. Students may request leave of absence for vacation purposes, in accordance with their individual records of service (seniority), following the scheduling of vacations of full-time employees and part-timers and in accordance with Section 7 of this Article.

ARTICLE 9 - SAFETY AND HEALTH

1. The Co-operative agrees to establish an Occupational Health and Safety Committee with equal membership from Management and the Union when possible. The Union shall elect or appoint no more than four (4) members.

Each party will designate a Co-Chair of the Committee who shall alternate chairing the meetings. The Committee shall meet monthly at a designated time and place. Meeting minutes must be prepared and signed by the Co-Chairs of both parties once agreed to and distributed to all bulletin boards and departments.

2. The Co-operative will continue to maintain clean lunch rooms and other facilities for the use of its employees and give proper attention to the elimination of conditions that are a hazard

to the safety and health of the employees. Protective equipment and instruction when required to properly protect employees from injury shall be provided by the Co-operative.

3. All employees on the Occupational Health and Safety Committee shall receive the necessary paid time when carrying out the functions of the Committee. The Co-operative shall formulate the two (2) week work schedule to allow Health and Safety Committee members to either attend during their scheduled shift, or to begin their shift immediately afterwards or prior to the meeting (wherever possible). Employees attending meetings on their day off shall be paid for all hours in attendance at the applicable hourly straight time rates.

ARTICLE 10 - GRIEVANCE PROCEDURE

1. Where a difference arises between the parties relating to the application, interpretation, operation or any alleged violation of this Agreement, such differences shall constitute a grievance and the parties agree that an honest effort will be made to settle the differences in the following manner:
2. The Union agrees to advise the Co-operative of the names of the Chief Steward and any Stewards in writing and also of any changes from time to time.
3. Any employee, Chief Steward, Steward designate, Local Representative, the National Representative or the Co-operative General Manager may present a grievance. Any grievance which is not presented within ten (10) calendar days following the event giving rise to such grievance shall be forfeited and waived by the grieving party.
4. All grievances shall be submitted in writing and set forth the alleged violation(s) of the Agreement.
5. The procedure for the adjustment of disputes and grievances shall be as follows, after all attempts to verbally settle the alleged violation of the collective agreement then the following procedure will begin.

First Step – The grievance shall be submitted in writing to the Department Manager, who shall deliver a written response within seven (7) days. If the response is not satisfactory, the aggrieved party must proceed to the next step within seven (7) days.

Second Step – The grievance shall be submitted in writing by the chief steward or designate to the General Manager, who shall deliver a written response within seven (7) days. If the response is not satisfactory, the aggrieved party must proceed to the next step within seven (7) days.

Third Step – The grievance shall be submitted to Arbitration by the local representative or designate after all attempts to resolve are exhausted. At this time both parties may mutually agree to an extension of this time limit to facilitate further discussion. The Union and the Co-operative shall attempt to nominate an impartial Arbitrator. Failing to agree upon such an impartial Arbitrator within seven (7) working days, excluding Sundays and holidays, the parties shall request the Minister of Labour to appoint an Arbitrator. The

Arbitrator, in reaching his or her decision shall be governed by the provisions of this Agreement and a decision of the Arbitrator shall be final and binding on all parties.

It is distinctly understood that the Arbitrator is not vested with the power to change, modify or alter this Agreement, but may only interpret the provisions of the Agreement. It is agreed that the expenses of the Arbitrator shall be borne equally by the Union and the Co-operative.

6. The procedure for settling disputes set forth in this Article shall be strictly adhered to and where any party fails to proceed to any step in this procedure within the time limit therefore, he shall be deemed to have conceded the grievance in favour of the other party, but where a dispute involves a question of general application of the Agreement, the Co-operative and the Union agree to bypass Steps One and Two.
7. The parties agree that in the event of a termination of employment, the grievance procedure may be activated at Step Three.
8. Any time spent by Stewards, The Chief Steward or employees in dealing with grievances, attending grievance meetings or disciplinary meetings shall be considered as paid time as per the wage and overtime schedules.

ARTICLE 11 - EMPLOYEE BENEFITS

1. The Co-operative agrees to continue the present employee benefit plans, listed below, for the duration of the Agreement and agrees not to change these benefits during the life of this Agreement without the consent of the Union:
 - (a) Group Life Insurance (Policy GL369) - Contributory - 50/50%
 - (b) Long Term Disability (Policy GC369) - Contributory - 50/50%
 - (c) Pension Plan - Co-operative to match the employees' present pension plan contribution of six (6%) percent of gross earnings. For employees hired after January 23rd, 2000, the Co-operative is to match the employees' pension plan contribution of five (5%) percent to the Yearly Maximum Pensionable Earnings (YMPE) and six (6%) percent on all earnings in excess of the YMPE.
 - (d) Alberta Health Care Insurance - Contributory - 50/50%
Co-operators Extended Health (with Vision Care) - Contributory - 100% by the Co-operative
 - (e) Co-operators' Dental Plan - Contributory - 50/50%.
 - (f) Employee and Family Assistance Program – Contributory – 50/50%

Part-time employees with seniority shall be eligible for (a), (b), (d) and (e) above at the same contributory rate as for full-time employees provided:

- (i) they have worked an average of twenty-four (24) hours or more per week for thirteen (13) consecutive weeks.
- (ii) their participation is acceptable under the bylaws of each of the respective plans.
- (iii) that if their weekly hours worked should drop below an average of twenty-four

(24) hours or more per week over a thirteen (13) consecutive week period, they may be dropped from the respective plans at the discretion of the Co-operative.

2. Paid Sick Leave - Employees who have completed three (3) months' service and average twenty-four (24) hours or more per week in any period of thirteen (13) consecutive weeks shall accumulate non-occupational sick or accident benefits as described hereafter. Should these employees fail to maintain an average of twenty-four (24) hours or more per week for thirteen (13) consecutive weeks, they shall be dropped from this benefit and must re-qualify to further accumulate sick leave credits.
 - (a) One-half (1/2) day per month (per 173 hours worked for part-time employees) for illness or accident in the first year of service.
 - (b) One (1) day per month (per 173 hours worked for part-time employees) for illness or accident in the second and each succeeding year of service.
 - (c) The un-used portion of each employee's annual sick and accident benefits shall be accumulated from year-to-year up to a maximum of thirty-five (35) working days. The total accumulated amount of paid sick and accident leave or any portion thereof shall be granted to employees during an illness or injury (non-occupational) at any time an employee is off the job because of such illness or injury. Sick leave payments are suspended during the period of time that an employee is in receipt of Long Term Disability benefits.
 - (d) It is agreed that more than one (1) day's absence due to such an illness or injury may, at the discretion of the Co-operative, require a physician's certificate. The Co-operative shall reimburse the full costs to any employee upon proof of payment for any costs incurred to obtain the required Doctor's note.
3.
 - (a) Compassionate leave with pay not exceeding four (4) working days shall be granted to any employee having seniority and having reasonable proof of a serious illness or death to the employee's spouse, parents, children, brother, sister, grandparents, grandchildren, father- or mother-in-law, brother- or sister-in-law. Compassionate leave of one (1) day with pay shall be granted to any employee having seniority and having reasonable proof of a death to the employee's son-, daughter- or grandparents-in-law. If additional time is required for travel, an application may be made for an additional day of leave.
 - (b) Additional bereavement leave may be granted by prior mutual agreement between the General manager and the employee. The Co-operative shall grant one (1) day off without pay to any employee who acts as a pallbearer at a funeral.
4. The Co-operative will continue to provide uniforms as in the past, which will be replaced as they become worn. Office staff will be excluded from this policy. The Co-op will continue to provide smocks and will be responsible for the cleaning of them.

ARTICLE 12 - GENERAL

1. (a) In the event of amalgamation or permanent closure of the operations or any department thereof causing any employee to lose their employment, the Co-operative shall pay such an employee one (1) week's pay for each completed year of service up to a maximum of thirteen (13) weeks' pay. Severance pay shall not apply to employees who are dismissed for proper cause or resign voluntarily.

(b) The parties agree to gender neutralize, renumber and reorganize the agreement where needed.
2. Workers' Compensation:
When an employee has an injury or illness which is covered by the Workmen's Compensation Board of Alberta, and the employee receives pay benefits therein, the Co-operative shall pay the employee the difference between the amount received by the employee from the Workers' Compensation Board and the employee's regular earnings, based on a forty (40) hour week, for a maximum period of thirteen (13) weeks. The top-up maximum while in receipt of Workers' Compensation Benefits is forty (40) hours per week.
3. Jury Duty:
The Co-operative shall pay an employee summoned as a juror or a crown witness, the difference between the amount received for such services and the employee's regular earnings, based on a forty (40) hour work week. Employees shall provide the Co-operative with such official statements and/or receipts the court provides. Employees shall be required to report for work if more than two (2) hours of their normal shift remains to be worked after completing jury or witness duty. The maximum an employee can be paid while performing jury duty is forty (40) hours per week.
4. Whereas the objectives of the Co-operative and Trade Union movements are in many respects similar, and in recognition that the Pincher Creek Co-operative Association Ltd. is a fair employer of labour by having entered into the terms of this Collective Agreement, therefore, it shall be the duty and obligation of the Union, its officers, and members to encourage all employees to become active members of and patronize the Pincher Creek Co-operative Association Ltd.
5. Staff meetings, other than those which are voluntary, or training, shall be considered as regular time worked and compensated as such. It is understood that "training" means time actually spent on course not including travel time.
6. Recognizing that the more employees trained for various jobs is beneficial to both the Co-operative and the employees, the Co-operative agrees to provide training opportunities, as the work allows, on the basis of seniority for employees who express interest in being trained for certain jobs or outside of their postings.
7. The Co-operative agrees that any letter of reprimand or disciplinary suspension shall not be used to determine new or further discipline or used in any way against the employee after eighteen (18) months from the date of issuance. This time period of eighteen (18) months shall not include periods of layoffs, periods of leaves of absence, or periods of disciplinary suspensions.

It is understood that should any employee receive a letter of reprimand or disciplinary suspension during said eighteen (18) month period, the employee will then be required to wait a further eighteen (18) months before such letter of reprimand or disciplinary suspension is removed from the employee's personnel file.

8. The Co-operative agrees to display the official decal of the Union at all entrances at all locations.
9. Any employee shall be allowed to view their personnel file within five (5) days of such request and receive a copy of such file within thirty (30) days of written notice to the Co-operative.
10. The Co-operative and UNIFOR Local 4050 shall pay for the production, printing and distribution of the new Collective Agreement booklets (4" x 6" spiral bound) by a unionized printer based on a 50/50% split.

ARTICLE 13 - STRIKES AND LOCKOUTS

During the life of this Agreement, there shall be no strike, slowdown or work stoppage on the part of the Union, nor shall there be a lockout on the part of the Co-operative

ARTICLE 14 – NO DISCRIMINATION

1. Every employee, Union or management representative is entitled to fair treatment in the workplace, and shall not discriminate against any person as per the relevant Human Rights legislation, or due to their Union involvement. There shall be no reprisals, intimidation, bullying or disrespect shown to any person enforcing their rights or the terms of this agreement.
2. **The parties agree that in the event of a complaint of harassment or discrimination it will be investigated thoroughly by the Co-operative in confidence. The Co-operative will deal with the complaint in accordance with its Harassment and Discrimination Policy.**

The Union shall be copied on all complaints and shall be advised as to the progress of any investigation. Employees reporting any incident of harassment or discrimination are guaranteed protection from reprisal due to filing such a complaint, except that an employee may be subject to discipline where a complaint under this clause is found to be frivolous, vexatious, or made in bad faith.

Nothing in this article prevents an employee from filing a Human Rights Complaint before the Alberta Human Rights Commission.

ARTICLE 15 - DURATION OF AGREEMENT

The Co-operative and the Union mutually agree that this Agreement shall be effective from **November 1st, 2012** to and including **April 8th, 2015**, and thereafter from year to year unless written notice of intent to amend or terminate is given by either party to the other party during a period not greater than one hundred and twenty (120) days, but not less than sixty (60) days prior to the expiration of any yearly period. During such period of negotiations, this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this _____ day of _____, 2013.

FOR THE CO-OPERATIVE:

FOR THE UNION:

David Crowell

Tom Holoboff

John Oczkowski

Pat Moskaluk

Barb Dunbar

Evan Sorestad

Robert Yanke

Rose Lang

Debbie Sulava

Todd Romanow

Bruce Fafard

APPENDIX “A” WAGE SCHEDULE

The following items shall apply for all scales.

All but top rates shall be considered “training rates”.

For the purpose of administering the following, 173 hours will be equal to one (1) month.

Part-time employees’ rates of pay shall be subject to the classified rates of pay as contained in this Appendix.

Part-time and new employees with no previous experience shall be required to complete the full training period in the classification in which they are hired.

Part-time employees, qualifying for full employment, and new employees with past experience, shall be credited with the first period in the training program of the classification.

Employees receiving promotion shall be credited for their experience in the classification they are being promoted to, and in any event, shall be credited with at least the first period in the training program of the classification they are being promoted to.

Begins April 7th, 2013	2%	Start	6 mo	12 mo	18 mo	24 mo	30 mo	36 mo	42 mo	48 mo
Food Centre			1040/hrs	2080/hrs	3120/hrs	4160/hrs	5200/hrs	6240/hrs	7280/hrs	8320/hrs
Head Grocery Clerk		12.32	13.19	14.09	14.95	15.83	16.70	19.19		
Stock Clerk		10.21	11.48	11.92	12.36	12.80	13.25	13.69	14.13	15.27
Head Cashier		12.32	12.71	13.09	13.47	13.86	14.25	15.27		
Clerk-Cashier		10.21	11.39	11.74	12.10	12.45	12.80	13.16	13.52	14.43
File Maintenance		12.32	12.71	13.09	13.47	13.86	14.25	15.27		
Head Meatcutter		14.35	14.92	16.34	17.78	19.96				
Meatcutter		14.35	14.92	16.34	17.78	18.99				
Meat Clerk/Wrapper		10.21	11.39	11.74	12.10	12.45	12.80	13.16	13.52	14.43
Head Produce Clerk		12.32	13.20	14.09	14.96	15.85	16.74	18.33		
Produce Clerk		10.21	11.39	11.74	12.10	12.45	12.80	13.16	13.52	14.43
Bakery/Deli Clerk		10.21	11.39	11.74	12.10	12.45	12.80	13.16	13.52	14.43
Office Clerk		10.21	11.43	11.83	12.23	12.63	13.03	13.42	13.82	14.87
Home & Agro Centre										
Head Petro/Agro Clerk		13.03	13.94	14.87	15.80	16.71	17.64	20.05		
Petro/Agro Clerk		10.21	11.61	12.19	12.76	13.33	13.91	14.48	15.06	15.67
Truck Driver		12.52	13.94	14.87	15.80	16.71	17.64	17.79		
Petroleum Truck Driver		21.42	21.93	22.44	22.95	23.46	23.97	24.48		
Head Home Centre Clerk		13.03	13.94	14.87	15.80	16.71	17.64	20.05		
Home Centre Clerk		10.21	11.69	12.34	13.00	13.65	14.29	14.94	15.60	16.92
Home Centre Clerk										
Cashier		10.21	11.53	12.01	12.50	12.99	13.46	13.95	14.43	15.57
File Maintenance		13.03	13.94	14.87	15.80	16.71	17.64	17.79		
Yard Clerk		12.25	12.69	13.14	13.58	14.02	14.46	14.90	15.34	16.57
Head Yard Clerk		13.03	13.94	14.87	15.80	16.71	17.64	20.05		
Shipper Receiver		11.98	12.72	13.43	14.17	14.89	15.63	16.34	17.08	18.52
Head Pump Attendant		11.92	12.84	13.76	14.80	15.61				
Pump Attendant		9.95	10.49	11.04	11.59					
Drywall Delivery Premium -			.20 per sheet							

**Begins April 7th, 2014
2.5%**

	Start	6 mo	12 mo	18 mo	24 mo	30 mo	36 mo	42 mo	48 mo
Food Centre		1040/hrs	2080/hrs	3120/hrs	4160/hrs	5200/hrs	6240/hrs	7280/hrs	8320/hrs
Head Grocery Clerk	12.63	13.52	14.44	15.32	16.23	17.12	19.67		
Stock Clerk	10.47	11.77	12.22	12.67	13.12	13.58	14.03	14.48	15.65
Head Cashier	12.63	13.03	13.42	13.81	14.21	14.61	15.65		
Clerk-Cashier	10.47	11.68	12.03	12.40	12.76	13.12	13.49	13.86	14.79
File Maintenance	12.63	13.03	13.42	13.81	14.21	14.61	15.65		
Head Meatcutter	14.71	15.29	16.75	18.23	20.46				
Meatcutter	14.71	15.29	16.75	18.23	19.47				
Meat Clerk/Wrapper	10.47	11.68	12.03	12.40	12.76	13.12	13.49	13.86	14.79
Head Produce Clerk	12.63	13.53	14.44	15.33	16.25	17.16	18.79		
Produce Clerk	10.47	11.68	12.03	12.40	12.76	13.12	13.49	13.86	14.79
Bakery/Deli Clerk	10.47	11.68	12.03	12.40	12.76	13.12	13.49	13.86	14.79
Office Clerk	10.47	11.72	12.13	12.54	12.95	13.36	13.76	14.17	15.24
Home & Agro Centre									
Head Petro/Agro Clerk	13.36	14.29	15.24	16.20	17.13	18.08	20.55		
Petro/Agro Clerk	10.47	11.90	12.50	13.08	13.66	14.26	14.84	15.44	16.06
Truck Driver	12.83	14.29	15.24	16.20	17.13	18.08	18.24		
Petroleum Truck Driver	21.96	22.48	23.00	23.52	24.05	24.57	25.09		
Head Home Centre Clerk	13.36	14.29	15.24	16.20	17.13	18.08	20.55		
Home Centre Clerk	10.47	11.98	12.65	13.33	13.99	14.65	15.31	15.99	17.34
Home Centre Clerk Cashier	10.47	11.82	12.31	12.81	13.32	13.80	14.30	14.79	15.96
File Maintenance	13.36	14.29	15.24	16.20	17.13	18.08	18.24		
Yard Clerk	12.56	13.01	13.47	13.92	14.37	14.82	15.27	15.72	16.98
Head Yard Clerk	13.36	14.29	15.24	16.20	17.13	18.08	20.55		
Shipper Receiver	12.28	13.04	13.77	14.52	15.26	16.02	16.75	17.51	18.98
Head Pump Attendant	12.22	13.16	14.10	15.17	16.00				
Pump Attendant	10.20	10.75	11.32	11.88					
Drywall Delivery Premium - .20 per sheet									

APPENDIX “B” EXCLUSIONS FROM BARGAINING UNIT

1. General Manager (1)
2. Controller (1)
3. Accountant (1)
4. Produce Manager (1)
5. Meat Manager (1)
6. Hardware/Lumber Manager (1)
7. Agro/Petroleum Sales Manager (1)
8. Petro & Agro Manager (1)
9. Cowley Service Centre Manager (1)
10. Grocery Manager (1)
11. Bakery / Deli Manager (1)
12. Building Materials Estimator (1)
13. Human Resources Manager/Communications Manager
14. Gas Bar Manager

LETTER OF UNDERSTANDING #1

BETWEEN:
PINCHER CREEK CO-OPERATIVE ASSOCIATION LIMITED
AND
UNIFOR LOCAL 4050

Re: PREMIUMS / MOONLIGHT MADNESS

1. Night Premium
Employees scheduled to work between the hours of 6:30 pm. and 7:00 am. shall receive a Night Premium of fifty (50) cents per hour for the hours worked between 6:30 pm. and 7:00 am. Night Premium shall not be subject to overtime rates.
2. Sunday Premium
Employees scheduled to work on Sunday shall receive a Sunday Premium of fifty (50) cents per hour (65 cents per hour effective June 5, 2005 and 75 cents per hour effective June 4, 2006) for the hours worked on Sunday. Sunday Premium shall not be subject to overtime rates.
3. Moonlight Madness
The Co-operative and the Union agree to one special event per calendar year in which the hours of work in Article 6.1 may be extended to 12:00 am. (midnight). This would be on a day when the majority of the local merchants participate in the special event.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this _____ day of _____, 2013.

FOR THE CO-OPERATIVE:

David Crowell

Tom Holoboff

John Oczkowski

Pat Moskaluk

Barb Dunbar

Evan Sorestad

Pincher Creek Co-Operative & UNIFOR Local 4050
November 1st, 2012 – April 8th, 2015

FOR THE UNION:

Robert Yanke

Rose Lang

Debbie Sulava

Todd Romanow

Bruce Fafard

LETTER OF UNDERSTANDING #2

BETWEEN:
PINCHER CREEK CO-OPERATIVE ASSOCIATION LIMITED
AND
UNIFOR LOCAL 4050

Re: VACATION REPLACEMENTS

Article 5 - Seniority shall not apply to seasonal employees hired by the Co-operative for the summer vacation period from May 1st to September 30th of each year.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this _____ day of _____, 2013.

FOR THE CO-OPERATIVE:

David Crowell

Tom Holoboff

John Oczkowski

Pat Moskaluk

Barb Dunbar

Evan Sorestad

FOR THE UNION:

Robert Yanke

Rose Lang

Debbie Sulava

Todd Romanow

Bruce Fafard

LETTER OF UNDERSTANDING #3

BETWEEN:
PINCHER CREEK CO-OPERATIVE ASSOCIATION LIMITED
AND
UNIFOR LOCAL 4050

RE: CONSECUTIVE DAYS OFF

The Co-operative agrees to provide full-time employees with two (2) consecutive days off (either Saturday/Sunday or Sunday/Monday) at least once every four (4) weeks except in cases of emergency.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this _____ day of _____, 2013.

FOR THE CO-OPERATIVE:

David Crowell

Tom Holoboff

John Oczkowski

Pat Moskaluk

Barb Dunbar

Evan Sorestad

FOR THE UNION:

Robert Yanke

Rose Lang

Debbie Sulava

Todd Romanow

Bruce Fafard

LETTER OF UNDERSTANDING #4

BETWEEN:
PINCHER CREEK CO-OPERATIVE ASSOCIATION LIMITED
AND
UNIFOR LOCAL 4050

RE: STUDENT CLASSIFICATION

There shall be a Student classification established, subject to the following:

1. "Student" shall be defined as a full-time student, which means a person who is registered for at least 60 percent of a full course load at a high school.
2. Students are not eligible for benefits.
3. Students are not subject to a minimum length of shift while in regular attendance during the school term.
4. Students shall be paid the starting wage for the classification in which they are hired. Thereafter, the students shall be entitled to incremental increases on the same basis as casual or part-time employees.
5. Once students complete their schooling and choose to continue employment with the co-op the employee will retain all company seniority.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this _____ day of _____, 2013.

FOR THE CO-OPERATIVE:

FOR THE UNION:

David Crowell

Robert Yanke

Tom Holoboff

Rose Lang

John Oczkowski

Debbie Sulava

Pat Moskaluk

Todd Romanow

Barb Dunbar

Bruce Fafard

Evan Sorestad

LETTER OF UNDERSTANDING #5

BETWEEN:
PINCHER CREEK CO-OPERATIVE ASSOCIATION LIMITED
AND
UNIFOR LOCAL 4050

RE: LABOUR / MANAGEMENT COMMITTEE

1. Establishment of Committee

A Labour/Management Committee shall be established consisting of two (2) representatives appointed by the Union and two (2) representatives appointed by the Co-operative.

2. Function of Committee

The Committee shall concern itself with matters of mutual concern, including:

- (a) constructive criticisms with the purpose of building better relations between the Co-operative and its employees;
- (b) finding solutions to conditions causing grievances and misunderstandings but not to replace grievance procedures;
- (c) discussing ways of improving working methods, operating efficiency and maintenance.

Committee Meeting

The Committee shall meet at least once a month at an agreed to time.

Employees shall not suffer any loss of pay for time spent carrying out the functions of this Committee.

4. Jurisdiction of Committee

The Committee shall not have jurisdiction over wages or any matter of collective bargaining including the administration of the Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union and does not have the power to bind either the Union or its members to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Co-operative.

5. Minutes

Minutes will be kept of all meetings and will be posted on bulletin boards.

6. Both parties agree that this LOU can be ended with sixty (60) days written notice by either party.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this _____ day of _____, 2013.

FOR THE CO-OPERATIVE:

David Crowell

Tom Holoboff

John Oczkowski

Pat Moskaluk

Barb Dunbar

Evan Sorestad

FOR THE UNION:

Robert Yanke

Rose Lang

Debbie Sulava

Todd Romanow

Bruce Fafard

LETTER OF UNDERSTANDING #6

BETWEEN:
PINCHER CREEK CO-OPERATIVE ASSOCIATION LIMITED
AND
UNIFOR LOCAL 4050

RE: EMPLOYEE DISCOUNT PURCHASE BONUS

All employees who are members of the Co-op shall receive an employee purchase discount on the total amount of goods and services purchased from the Co-operative in each fiscal year (January 1st to December 31st) in an amount equal to:

Five percent (5%) of purchases up to \$5000.00; plus

Ten percent (10%) of purchases over \$5000.00,

To a maximum of six hundred dollars (\$600.00) in total. Payments shall be made to each employee who is on staff as of February 1st of each year using the previous year's purchases. Payments shall be issued during the month of February of each year and shall be paid in the form of a Co-operative Gift Card.

The employee purchase discount bonus shall only apply to the employee's personal purchases made at the Co-operative (e.g. corporate, farm, lottery and tobacco products will be excluded).

IN WITNESS WHEREOF the parties hereto have executed this Agreement this _____ day of _____, 2013.

FOR THE CO-OPERATIVE:

David Crowell

Tom Holoboff

John Oczkowski

Pat Moskaluk

Barb Dunbar

Evan Sorestad

FOR THE UNION:

Robert Yanke

Rose Lang

Debbie Sulava

Todd Romanow

Bruce Fafard