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Article 5 – Probationary Period

- 5.01 Any employee who is hired by the Company will be on probation for three (3) months from date of hire.
- 5.02 The Company, at its discretion, may discharge any probationary employee within the above time limit and said employee has no recourse to the Arbitration Article of this Agreement.
- 5.03 Any probationary employee whose service with the Company is interrupted by a termination of employment, but who is rehired by the Company within six (6) months, will receive full credit for all past service with the Company.

Article 6 – Seniority

- 6.01 Seniority is defined as the length of continuous service with the Company within the bargaining unit since an employee's most recent date of hire, upon completion of the probationary period. Seniority will date back to the date on which employment commenced.
- 6.02 A layoff is a shortage of work expected to last more than one (1) week. In the event of a layoff, employees will be laid off in reverse order of seniority, subject to senior employees having been adequately trained previously in the remaining work required and having the skill and ability to perform that work. Employees will be recalled to work in order of seniority, subject to senior employees having been adequately trained previously in the remaining work required and having the skill and ability to **immediately** perform that work. No new employees will be hired by the Company as long as there are non-probationary employees who are on

- 6.06 The Company will provide the Union with an up-to-date seniority list of all employees covered under the terms of the Collective Agreement upon reasonable request. Copies of the seniority lists will also be given to the Shop Stewards and a copy will be posted on the Union bulletin board by the Shop Steward, located on the Company's premises.
- 6.07 An employee leaving the bargaining unit for the purpose of advancement within the Company and returning prior to the expiration of **ninety (90) days** will suffer no loss of seniority nor change in job classification or location where reasonably possible.
- 6.08 A temporary seasonal employee will be considered a permanent employee if they work nine (9) or more consecutive months. They will not be entitled to benefits until they have worked twelve (12) consecutive months.
- 6.09 The Company will not hire **temporary** seasonal employees if it causes the layoff or reduction in hours of permanent employees. **The Company will not hire temporary seasonal employees as long as there are non-probationary employees on layoff status.**

Article 7 – Hours of Work

- 7.01 The normal basic work week for all employees will be forty (40) hours.
- 7.02 With the exception of the meal period, an employee's shift for the day will be comprised of consecutive hours of work.
- 7.03 The Company will provide a method, electronic or otherwise, for recording the time that employees work. Employees are

Article 8 – Meal and Rest Periods

8.01 Meal Periods

A person working a daily shift of five (5) hours **or more** is entitled to one (1) meal period, without pay, of not less than thirty (30) minutes.

8.02 Rest Periods

(a) A person working a daily shift of **less than** five (5) hours will receive one (1), fifteen (15) minute rest period with pay;

(b) A person working a daily shift of more than five (5) hours, and up to six (6) hours, will receive one (1), fifteen (15) minute rest period, with pay, which will be in addition to the meal period, without pay, in Article 8.01 above;

(c) A person working a daily shift of more than six (6) hours, will receive two (2), fifteen (15) minute rest periods with pay, which will be in addition to the meal period, without pay, that is provided for in Article 8.01;
or

(d) A person working a daily scheduled shift of ten (10) hours will receive three (3) fifteen (15) minute rest periods with pay, which will be in addition to the meal period, without pay, that is provided for in Article 8.01.

8.03 The Company will schedule breaks and meal periods. All employees are required to be on the plant floor ready to start work at the end of the break and meal periods.

8.04 When any employee is required to work overtime at the end of his/her shift, he/she must be allowed a fifteen (15) minute break prior to working overtime, providing he/she will be working a minimum of two (2) hours of overtime. There will be a fifteen (15) minute paid break following the completion of each two (2) hours of overtime where such occurs at the end of the shift.

Article 9 – Overtime

9.01 The Union and employees recognize that the nature of the business may require overtime to be performed and accordingly, employees may be required to work overtime when requested.

The Company will act reasonably in assigning overtime work and will take into consideration employees who have conflicting scheduled medical appointments, professional appointments, child care obligations, or other employment commitments.

Scheduled overtime is scheduled additional work that the Company has the ability to communicate to employees well in advance. Scheduled overtime will be offered to the most senior employees able to perform the required work in the department and classification where the work is required. If the most senior employee is unavailable to work the overtime, the next senior employee will be asked and so on, in decreasing order of seniority. Each employee will make an effort to work the required overtime. If no employee accepts the overtime, the Company will assign, by reverse seniority, employees who are capable of performing the work and these employees must work the overtime.

Unscheduled overtime is overtime that is unforeseen and required on the same day. Unscheduled overtime will be assigned based on seniority to employees working in the shift, department, classification, and machine where the overtime is immediately required.

9.02 *Overtime at the rate of one and one half (1 1/2 X) times is to be paid for all hours worked over eight (8) hours daily (or over ten (10) hours daily on a 4 x 10 weekly schedule), or over forty (40) hours weekly.*

9.03 All overtime to be worked must be approved by the Company.

9.04 Compensating time off will not be given in lieu of overtime pay.

9.05 When employees are required to work overtime, they will be paid for such overtime in one-quarter (1/4) hour increments at the applicable overtime rate.

9.06 There will be no pyramiding of overtime premium pay with any other premium. Shift premium will not be included for the purpose of calculating overtime.

Article 10 – General Holidays

10.01 The following General Holidays will be recognized:

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	

worked, plus an additional one and one-half (1 1/2 X) times the hourly rate for all time required to be on duty.

Article 11 – Minimum Call-In

- 11.01 Employees called in to do emergency work, after having completed their regular scheduled shift and having left the premises, will be given a minimum of four (4) hours' work or four (4) hours' pay at the appropriate rate based on the number of hours worked that day.
- 11.02 Employees called in to work their regular day off will be given a minimum of four (4) hours' work or four (4) hours' pay at the appropriate rate.

Article 12 – Job Postings

- 12.01 Permanent job vacancies will be posted on the plant bulletin board for five (5) consecutive working days. During that period, interested employees must complete the written application form and submit it to Human Resources for the posted job. The Company will submit a copy of all job postings to the Union when posted.
- 12.02 Applications for a posted job will be considered with respect to skill and ability (including, but not limited to, strength and other physical ability) to do the job in a competent manner. Where the factors are relatively equal amongst the applicants, then seniority will govern.
- 12.03 Employees filling a posted position will be allowed a trial period of two (2) weeks. Before the end of the trial period, the employee may choose to return to his/her previous

position, in which case the employee must allow sufficient time for the Company to find a suitable replacement for the position he/she is leaving.

- 12.04 Up to two (2) weeks after an employee moves into a posted position for which he/she has successfully bid (other than a temporary assignment), the Company may return the employee to his/her previous position if the employee is not performing the new job satisfactorily.
- 12.05 New employees and those filling a new position or vacancy will be provided with instruction or assistance for a reasonable period of time. Such instruction or assistance will be provided by a qualified person as designated by the Company.
- 12.06 If an employee in a permanent position is assigned a term or temporary position, he/she will be entitled to return to his/her former position after the term or temporary assignment ends.

Article 13 – Temporary and Backup Assignments

- 13.01 The Company may decide in its discretion when it requires a backup position for any key classified positions and how many are required at any time. The Company will keep a list of employees it has assigned to backup positions. The Company may provide additional training to employees in a backup position. The Company may direct employees in the backup position to fill in for temporary vacancies in positions being backed up.
- 13.02 Adjustments in any employee's rate of pay only apply when a temporary assignment is of a duration of one (1) day or more.

- (a) Any employees who are temporarily assigned to work in a higher classification for one (1) day or more will receive the higher rate of pay for all time employed in the higher paying classification.
- (b) Any employees who are temporarily assigned to work in a lower paying classification will continue to receive their normal rate of pay.

13.03 The parties agree to promote cross-functionality and cross-training employees in different positions.

Article 14 – Vacations

14.01 For purposes of determining vacation entitlement, years of service will be calculated for all employees as of December 31st (common anniversary date).

14.02 Employees in the active employ of the Company will be entitled to vacation on the following basis:

One (1) year or more service

- 2 weeks (4% of total earnings)

Four (4) years or more service

- 3 weeks (6% of total earnings)

Seven (7) years or more service

- 4 weeks (8% of total earnings)

14.03 Vacation time is not cumulative and must be taken within the twelve (12) month period following the common anniversary date of December 31st. New employees will be entitled to their pro-rated share of vacation entitlement as of the

December 15th only with the consent of the Company. Consent will not be unreasonably denied.

- 14.08 Employees with three (3) or more weeks of vacation may use one (1) of their weeks of vacation as single days off during the year, provided at least two (2) weeks notice is given to the Company, and provided the Company approves the requested vacation day or days, in its reasonable discretion and subject to operational needs. In order to take one (1) week of vacation as single days, employees must leave one (1) week of their vacation entitlement unscheduled under Article 14.04.
- 14.09 Temporary seasonal employees will receive vacation pay of four (4%) percent of their gross earnings and will receive their vacation pay paid bi-weekly.

Article 15 – Notice of Layoff

- 15.01 The Company will give as much notice as possible but at least one (1) week's notice of layoff or pay in lieu of notice, except in the case of temporary layoff as a result of fire, mechanical breakdown, weather conditions, or force majeure.

Article 16 – Strikes and Lockouts

- 16.01 During the term of this Agreement, there must be no strikes, slowdowns, stoppages of work, or other interference whatsoever with the performance of the work of the Company by its employees or the Union nor will there be any lockouts by the Company.

Article 17 – Union Access

- 17.01 Duly authorized Representatives of the Union are entitled to visit the Company's plant operations with two (2) days' advance notice to the General Manager or his/her designate. The purpose of such visits will be solely to observe working conditions and to ensure that the terms of the Collective Agreement are being implemented. Such visits must not interrupt production. These visits must also comply with the Company's Health and Safety policies as well as HACCP-GMP requirements.
- 17.02 No notice is required to be given during normal Company office hours for a duly authorized Representative of the Union to access the employee lunchroom in the Company's Plant for the purpose of posting notices on the Union bulletin board. Brief, casual individual conversations while posting on the bulletin board are permitted without notice, but general meetings or captive audience discussions must not occur without advance notice and Company approval.

Article 18 – Shop Stewards

- 18.01 The Company recognizes that the Union will elect and/or appoint Shop Stewards. Election of all Stewards may be carried out on Company premises upon securing agreement with the Company. The Company will not be required to recognize any employee as a Shop Steward unless he/she has completed the probationary period and unless the Company has received notice in writing from the Union.
- 18.02 The Company agrees to recognize a maximum of four (4) Union Shop Stewards for the purpose of representing the Union within the plant. The Union acknowledges that the

Shop Stewards have their regular work to perform as employees of the Company and it is therefore agreed that they must not leave their work to investigate or process a grievance or undertake any other Union business on the Company's premises during working hours without prior Management consent.

Article 19 – Leaves of Absence

19.01 Personal Leave

A personal leave of absence is a leave of absence not specified elsewhere in this article.

A personal leave of absence, without pay, may be granted by the Company to an employee. A written application for leave of absence that explains the reasons for the leave must be made by an employee and written consent must be obtained from the Company before the leave of absence may be taken. Except in extenuating circumstances, employees must apply for leaves of absence as much in advance as possible (and in cases of extended personal leave, prior to January 1st of each year). The granting or withholding of a leave of absence will be at the sole discretion of the Company, unless otherwise stated. Any leave granted by the Company will be confirmed in writing indicating the specified period of the leave. In all leave applications, the Company will consider whether competent replacements are available for those employees desiring to be away from work.

Employees may be required to exhaust their vacation prior to taking a leave of absence.

pay to employees for education or training that benefits the Company.

19.10 Reservist Leave

An employee **will** be entitled to reservist leave in accordance with applicable legislation.

19.11 *Employees are entitled to any other unpaid leaves of absence permitted under the Alberta Employment Standards Code.*

Article 20 – Health and Safety

20.01 The Company and the Union agree that safety in the workplace and the protection of all employees are of primary importance. Safety is a shared responsibility and the participation of all employees to improve safety practices and conditions is encouraged and expected.

20.02 The Company and the Union will maintain a joint Health and Safety Committee to ensure and promote health and safety in the workplace. The Health and Safety Committee will consist of an equal number of representatives from both Management and the employee group. Up to three (3) representatives may be appointed by the Union and up to three (3) representatives may be appointed by the Company ensuring where possible, representation by the a.m. and p.m. shifts. The Committee will meet monthly on average during working hours. No employee will be obligated to be on the Health and Safety Committee.

20.03 The Company will supply employees with the necessary personal protective equipment with the exception of safety

footwear. The equipment or devices will remain the property of the Company. In the event of termination of employment, all Company property must be returned or the cost of it will be deducted from the employee's final pay cheque.

20.04 The Company, the Union, and employees will comply with the applicable Workplace Safety and Health requirements as stipulated by the Alberta Occupational Health and Safety Act.

20.05 The Company, the Union, and employees will comply with the Company's health and safety policy and program.

20.06 Following each year of employment, the Company will reimburse an employee up to one hundred (\$100.00) dollars towards the cost of CSA approved safety footwear provided they wear such approved footwear daily and provide an appropriate receipt for the purchase. If an employee does not seek compensation under this Article for one (1) year, the employee may carry over the one hundred (\$100.00) dollars into the next year only and be reimbursed up to two hundred (\$200.00) dollars towards the cost of CSA approved safety footwear provided they wear such approved footwear daily and provide an appropriate receipt for the purchase.

Article 21 – **Severability**

21.01 In the event that any articles or portions of this Agreement are determined to be improper or invalid by a court of law or labour tribunal, such decision will not invalidate any portions of this Agreement other than those directly specified by such decision to be invalid, improper, or otherwise unenforceable.

Article 22 – Discipline/Discharge

- 22.01 The right to discharge or otherwise discipline employees will remain at the discretion of the Company, except that there will be no discharge or disciplinary action without just cause and such acts are subject to the grievance procedure.
- 22.02 All employees will be required to swipe in and out when reporting to and leaving work, including for overtime and when leaving work early. Repeated late swipes and/or early swipe outs may cause an employee to be subject to discipline up to and including termination.
- 22.03 The Company will promptly provide the employee with written notice of any termination, suspension, or written reprimand, with a copy to the Shop Steward or other Union Representative.
- 22.04 The Company will arrange for Union representation by a Shop Steward or another Union Representative when meeting with employees that is part of an investigation that could reasonably lead to discipline or the issuing of any discipline; however, employees have the right to refuse Union representation.
- 22.05 Employees covered by the Agreement may have reasonable access to their own personnel files, to the extent permitted by the Personal Information Protection Act. The file will be reviewed in the presence of Management and the employee cannot remove parts or documents from the file without permission from the Company.

Article 23 – Grievance Procedure and Arbitration

23.01 It is understood and agreed that nothing in this Agreement prevents an employee from discussing a problem or complaint with his/her immediate supervisor without recourse to the formal grievance procedure.

23.02 It is the intention of the parties that this Article provide a peaceful method of adjusting all grievances, so that there will be no suspension or interruption of normal operations as a result of any grievances.

23.03 A grievance is defined as a written complaint or difference regarding the meaning, interpretation, application, or alleged violation of this Agreement. ***The grievance must contain:***

(a) full particulars of the facts giving rise to the grievance;

(b) the provision(s) of the Agreement and/or any applicable legislation considered; and

(c) the particulars of the remedy sought.

All grievances not submitted within ten (10) working days of the date of the event, or of the date on which the grievor(s) become aware or reasonably should have been aware of the event giving rise to the grievance, will be deemed abandoned.

23.04 The following steps ***to the grievance procedure*** will be observed:

the Company and the Union, the time limits specified in this Article may be extended at any Step. Any Step of the grievance procedure may also be waived by mutual agreement in writing between the Company and the Union.

Article 24 – Bulletin Boards

- 24.01 The Company will provide a bulletin board in the lunchroom or otherwise mutually agreed location, for the convenience of the Union in posting notices of Union activity such as time and place of meetings, social affairs and elections, and names of officers or accredited representatives and such other notices as may be approved by the Company. All other notices must be submitted to the General Manager or his/her authorized designate for approval before being posted. Approval will not be unreasonably denied.
- 24.02 The Union must ensure that information posted on the bulletin board is kept current every month.

Article 25 – Workplace Injury or Illness

- 25.01 The Company agrees to provide employees with Workers' Compensation coverage.
- 25.02 When an employee is unable to work as a result of an injury or illness incurred in the workplace, they must inform their supervisor immediately on the day of the injury. Any information required by the Workers' Compensation Board from the Company and employee must be provided immediately.

25.03 If an employee is injured and is required to be treated at the plant or to leave the plant for medical attention, the employee will be paid for the balance of the shift during which the accident occurred or the time missed during the shift as applicable.

25.04 The Union will support the Company's efforts in its Gradual Modified Return to Work Program when applicable for employees returning to work after an absence on Workers' Compensation or from an illness **or disability**.

When the medical information provided by the employee in response to reasonable questions from the Company does not resolve the Company's reasonable concerns, and after all reasonable attempts have been made by the Company to obtain the information from the employee and the employee's own medical practitioners, the Company may require an employee to undergo an independent medical evaluation to determine the employee's ability to perform the work required.

The Company will reimburse the employee for the cost of the independent medical evaluation and report.

Article 26 – Discrimination

26.01 The Company agrees to provide for rights and opportunities without discrimination on the grounds described in this Article.

26.02 The Company recognizes that every person has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, religion, gender, **gender identity, gender**

expression, sexual orientation, age, ***marital status***, ***source of income***, family status, or disability.

26.03 The Company will not tolerate any form of discrimination as defined herein.

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

26.05 Harassment Policy

The Company is committed to providing a safe, healthful workplace that is free from violence, threats of violence, or harassment, in accordance with the Company policy.

The Company will send a copy to the Union of any changes to its Workplace Violence and Harassment policy.

Article 27 – Uniforms and Tools

27.01 The Company will provide and maintain uniforms used in the workplace.

27.02 The Company will provide employees other than Millwrights and Tradespeople with the standard tools and equipment required for them to perform their jobs. Millwrights and other Tradespeople are expected to provide their own tools.

27.03 Under no circumstances are the uniforms, tools, or equipment provided by the Company to be removed from the plant premises overnight.

27.04 Employees may be required to replace items which are determined to be damaged or broken through their willful

misuse or gross negligence. In the event of termination of employment, all Company property must be returned or the cost of same will be deducted from the employee's final pay cheque.

27.05 The Company will reimburse all Millwrights and Tradespeople up to three hundred and fifty (\$350.00) dollars each year to cover the cost and maintenance of their standard tools. This premium will be paid upon production of a receipt at the time the receipt is given to the Company.

Article 28 – Wages

28.01 The Company agrees to pay all employees covered by the terms of this Agreement pursuant to the provisions in Appendix "A" of this Agreement during such time as this Agreement is in force.

28.02 In the event that the Company incorrectly underpays an employee in excess of one hundred (\$100.00) dollars, the Company **will** on request reimburse that employee within three (3) business days from the date that the error was reported. All other payroll shortages will be compensated on the employee's next paycheque. In the event that the Company incorrectly overpays an employee, it **will** meet with that employee, provide proper supporting documentation, and negotiate a fair and reasonable deduction schedule or repayment plan so as to minimize the financial impact upon the employee. In the event that an agreement cannot be reached by the parties, the Company or the Union (as the case may be) **will** utilize the grievance procedure.

Article 29 – Expiration and Renewal

- 29.01 This Agreement will be in effect from March 1st, **2019** until February 28th, **2023** and thereafter from year to year, but either party may, not less than sixty (60) days or more than one hundred twenty (120) days before the expiry date or the anniversary date of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.
- 29.02 When the required notice for termination or revision is given by either party, negotiations in connection with same will be started as soon as reasonably possible and conducted, so that if it is reasonably possible, the same may mutually and satisfactorily be conducted within the notification period.

Appendix “A”

Wages/Classifications

The wages on the wage grid in Appendix “A” of the Collective Agreement will be revised as follows:

March 1st, **2019: 1.25%** increase to all wages

March 1st, **2020: 1.25%** increase to all wages

March 1st, **2021: 1.75%** increase to all wages

March 1st, **2022: 1.75%** increase to all wages

Retroactive pay will be paid to all employees ***actively working as of*** the date of ratification.

Current			
Classification	Starting	3 Months	10 Years
Packer	\$20.26	\$21.01	\$22.01
General Labourer	\$20.26	\$21.01	\$22.01
Mixer/ Palletizer	\$20.53	\$21.28	\$22.28
Machine Operator A	\$22.91	\$23.66	\$24.66
Machine Operator B	\$21.32	\$22.07	\$23.07
Production Clerk/Cycle Counter	\$21.37	\$22.12	\$23.12
Roaster/Salter/Candy Kitchen	\$22.91	\$23.66	\$24.66
Material Handler	\$22.91	\$23.66	\$24.66
Shipper/Receiver	\$23.70	\$24.45	\$25.45
Sanitation	\$21.48	\$22.23	\$23.23
Tradesperson	\$34.76	\$35.51	\$36.51

Appendix “B”

Benefits

During the life of this Agreement, the Company will continue the current group insurance benefits or provide modified group insurance benefits at a comparable level overall. The Company will also maintain the proportion of premiums paid by the Company compared to employees for these group insurance benefits.

Any disputes regarding the payment of benefits are a matter between the employee and the insurance carrier and are not subject to the grievance and arbitration procedure of this Agreement.

Sick Leave/Personal Wellness

Full-time employees, who have one (1) year of continuous service, will be entitled to five (5) paid days off per calendar year in the event of sickness or personal matters of an urgent nature.

Dental

The Company **will** remit to the United Food and Commercial Workers’ Union Dental Care Plan, Group #13901, an amount of thirty-two (\$0.32) cents per hour for straight-time hours worked by employees within the bargaining unit.

The Company’s contributions to the plan **will** not exceed the normally scheduled shift hours of any employee (i.e. forty (40) hours per week).

Short Term Disability

Sixty-six and two thirds (66 2/3%) percent salary on fourth (4th) day of illness or accident. Benefits to carry for a maximum one hundred

Signed this _____ day of _____, **2019.**

Trophy Foods Inc.

United Food and Commercial
Workers Canada Union,
Local No. 401

For the Company:

For the Union:

Tom Ross
Brian Paul
Sunil Gandhi
Joanne Peacock
Gloria Horton

Vincent Puig
Paul Wright
Richard Jardine
Lisa Blair
David Smith
Al Olinek

This Agreement was ratified on **May 21st, 2019.**