

# COLLECTIVE AGREEMENT

BETWEEN

WEST COAST REDUCTION LTD.  
EDMONTON

AND

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

***Effective July 1, 2019 – July 1, 2024***

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COLLECTIVE AGREEMENT made this **24** day of **September** 2020.

BETWEEN:

WEST COAST REDUCTION LTD. EDMONTON,  
(hereinafter called “the Company”)

AND:

UNITED FOOD & COMMERCIAL WORKERS  
**CANADA UNION LOCAL No. 401**  
(hereinafter called “the Union”)

### Article 1 – Objectives

1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees; to define more clearly hours of work, wage rates, and working conditions, to provide an amicable method of settling any differences or grievances which may possibly arise; to promote the mutual interest of the **Company** and all employees; to provide for the operation of the Plant under methods which will further, to the fullest extent possible, the safety and welfare of the employees combined with the economy of operations and protection of property. It is recognized by this Agreement to be the joint responsibility of the Company and the employees to cooperate fully, individually, and collectively, for the promotion of the aforesaid conditions.

## Article 2 – Recognition and Scope

- 2.01 The Company recognizes the Union as the exclusive bargaining agent for all employees in the Plant as defined in Article 3 hereunder.
- 2.02 The Company shall not bargain collectively with any other labour organization affecting its employees during the life of this Agreement.
- 2.03 United Food and Commercial Workers **Canada** Union, Local **No. 401** and/or its successor is the certified bargaining agent for the employees of the Company, who are members in the Union, and all negotiations with respect to wages, hours of work, working conditions, safety, welfare, in this Plant are conducted jointly by the Company and the Union.
- 2.04 Bargaining Unit Work
- No non-bargaining unit employees will be used to perform work normally performed by members of the bargaining unit ***except in emergency situations which are beyond the control of the Company, such as fire and flood.***

## Article 3 – Employees

- 3.01 The term “employees” as used in this Agreement shall mean all employees except office staff, foremen and those above the rank of such foremen.

## Article 4 – Union Membership, Check-Offs, and Dues

### 4.01 Membership

The Company agrees that it is a condition of employment that all employees excluding office staff, foremen, and those above the rank of such foremen who are members of the Union in good standing, **shall** maintain such membership. **New employees** shall as a condition of employment become members of the Union within seven (7) days following the date of their employment and shall thereafter maintain membership in the Union in good standing. Maintenance of membership in good standing for the purposes of this Article shall mean payment by the employee of initiation fees and dues in compliance with the Constitution and By-Laws of the Local Union. The Company will **require** new employees to **complete** Union Application **forms as provided by the Union** and **forward** the signed applications to the Union within twenty-four (24) hours. The Company agrees to supply the Union, the current employee lists with names, addresses, phone numbers, and Social Insurance Numbers upon written request in electronic form.

4.02 The Company agrees that upon receipt of written authorization in the form of a signed Union membership **application**, it will deduct from the wages of the employees joining the Union the initiation fee and monthly dues and remit same to the Union. Such fees and dues will be remitted by the Company to the Union by the 12th of each month. The Company will deliver to the Union, in electronic format when available, applications and reports. The Company will remit to the Union, in electronic format, **and employee list, and** the initiation fees and monthly dues report **along** with the **corresponding** employees **and their** Social Insurance Numbers.



## Article 5 – Grievances

5.01 In the event of any differences between the Company and the Union or the Company and any employee covered by this Agreement, such difference shall be settled by the manner hereafter provided. For the purpose of this Agreement, a grievance is defined as a difference between the Company and those parties on whose behalf the Agreement was entered into concerning the interpretation, application, **operation**, administration or alleged violation of this Agreement.

5.02 It is agreed that the maintenance of harmonious relations between the parties requires the prompt filing and disposition of the grievances. Any employee grievance must be filed by the employee within **fifteen (15) working** days of the date of the incident or occurrence giving rise to the grievance or when Union was notified. In respect of any Company or Union grievance, such grievance must be filed within a period of **twenty (20) working** days from the date of the incident or occurrence giving rise to the grievance. Only grievances which have been filed within the aforesaid time limits shall be considered and dealt with under the grievance and arbitration procedure.

### 5.03 Grievance Procedure

Employee grievance shall be dealt with in the following manner:

#### **Informal Step**

***The employee, with or without a Steward, or a Steward on the employee's behalf, may first discuss the matter with the foreman.***

## Step 1

The grievance shall be presented *in writing by the Union to the Department Supervisor or their designate, who shall meet or discuss the grievance with the Union within five (5) working days. The Supervisor or their designate shall within five (5) working days of such meeting or discussion give a written response to the Union.*

## Step 2

*If the grievance is not resolved during Step 1 of the procedure it shall then be presented to the Plant Manager or their designate, who shall meet or discuss the grievance with the Union, within five (5) working days. The Plant Manager or their designate shall within five (5) working days of such meeting or discussion give a final decision to the Union in writing.*

- 5.04 Any proper Union grievance shall be dealt with in the following manner:

### Union Grievance

In the event of a grievance *filed directly by the Union*, the Union shall reduce the grievance *to writing* and present it to the *Department Superintendent or their designate, who shall meet or discuss the grievance with the Union within five (5) working days and shall respond in writing within five (5) working days of such meeting or discussion.* Failing settlement the Union may refer the grievance to the *Plant Manager or their designate* who shall meet with *or discuss the matter with* the Union Representative and render a decision in writing within *five (5) working days of such meeting or discussion.*

## 5.05 Company Grievance

In the event the Company wishes to file a grievance it shall reduce it **to** writing and forward it to the Union **office**, who shall meet **or discuss** with the Company representatives and **within five (5) working days of such meeting or discussion, shall** give the Union's decision in writing.

## 5.06 Wage Grievances

When a grievance which affects the rates of pay of an employee is settled prior to arbitration and as a result of such settlement, the employee receives an increase in **their** rate, the increase shall be paid retroactive to the date on which an error in classification was made or such periods as may be agreed upon, but not to exceed the term of this Agreement.

## 5.07 Arbitration

In the event an employee, Union or Company grievance, is not settled by way of the above procedures the grievance may (providing all of the time limits have been observed in the grievance procedure) be referred to **an Arbitration Board**, within thirty (30) **working** days following the last step in the applicable grievance procedure. The party initiating arbitration can request the use of a single arbitrator, if mutually agreed upon a single arbitrator can be requested from the Director of Mediation Services. If agreement on the use of a single arbitrator cannot be reached both parties would then notify the other party of the name of its representative on the Arbitration Board.

## 5.08 Arbitration **Board**

Upon receipt of notice of intention to arbitrate, the other party shall appoint its representative to the Arbitration Board within ten (10) **working** days of receipt of this notice. When the representatives have been so appointed, they shall meet at once and endeavour to agree upon a **Chairperson** who with the two (2) representatives shall constitute the Arbitration Board. Should any party fail to appoint its representative to the Arbitration Board within ten (10) **working** days of receipt of notice to arbitrate or should the two (2) representatives fail to agree upon a **Chairperson** within five (5) **working** days after the appointment of the last of them, either of the parties may request the **Director of Mediation Services** to appoint those persons necessary to complete the Arbitration Board.

5.09 After the Arbitration Board has been constituted, it shall meet and hear the evidence of the parties and render a decision within **ten (10) working** days after completion of the hearings, or within such longer period as may be agreed to by the parties.

5.10 The Arbitrator(s) shall have the power to deal only with matters involving the interpretation, application, operation, or alleged violation of this Agreement and shall not rule on any other matter, nor shall they have the right to alter, amend, set aside, add to, or delete from any of the provisions herein contained nor to render any decision which is inconsistent with the provisions of this Agreement. Notwithstanding the foregoing, the **Arbitrator(s)** shall have the right to substitute a lesser penalty in the arbitration involving discipline. If **the Arbitrator(s)** finds that an employee was unjustly dismissed or suspended, **the employee** shall be compensated for all time lost at **their** regular rate of pay,

or granted such lesser compensation as may be deemed fair in the circumstances.

5.11 The decision of the **Arbitrator(s)** shall be final and binding upon the parties and any person affected by the decision.

5.12 Time Limits

All time limits specified in this entire article **as working days** shall be exclusive of Saturdays, Sundays, and Company recognized holidays. The failure by any person to take the next step or to do the next thing required by the grievance and arbitration procedures set forth herein within the time limited specified herein shall result in the grievance being waived if such failure is on the part of the person who launched the grievance. The time limits may be extended where both parties agree.

5.13 Each party shall pay its own costs, fees, and expenses of **their** witnesses **and representative on the Arbitration Board, if applicable**. The fees and expenses of the **Chairperson** shall be shared equally between the parties.

Article 6 – No Strike or Lockout

6.01 It is agreed that the Union and its members individually and collectively will not, during the term of this Agreement cause, permit, or take part in any slow-down or other curtailment or restriction of production or interference with work in or about the Company's Plant or premises and further it is agreed that there shall be no strike by or lockout of employees affected by this Agreement during the life of this Agreement, or until permitted by The Labour Relations **Code**.

## Article 7 – Wages

7.01 The wages payable throughout the term of the Agreement are set out in the following Basic Wage Rate Schedule. The schedule will reflect the following amendments:

### **Class IV-A**

***Create new position ‘Customer Service Driver (5 License)’ and set wage to match Class II-A Receiver. Amend Class IV classification’s numbering to accommodate this change.***

### **CVIP Premium**

***Add to the ‘Basic Wage Rate Schedule’ a CVIP Premium of seventy-five (\$0.75) cents per hour for the life of the agreement. Add the following language under ‘Definitions’: CVIP Premium: all mechanics licensed to perform CVIP inspections that are actively performing these inspections on behalf of the Company shall receive the CVIP premium.***

***Upon ratification of the agreement by both parties, all current & active employees in the bargaining unit as of date of the ratification shall receive a one-time thirty five hundred (\$3500.00) dollars lump sum payment, less statutory deductions.***

**Amend to provide for an across the board wage increase of *one and three quarters (1.75%) percent in the first year, to be effective on July 1<sup>st</sup>, 2019. Increases to regular rates of pay, will be implemented following the date of ratification of the agreement by both parties, retroactive to, and including, July 1<sup>st</sup>, 2019. Only current and active employees in the bargaining unit who were employed on the date of ratification will be eligible to receive the retroactive pay increase.***

**Amend to provide for an across the board wage increase of *one (1%) percent in the Second year, to be effective on July 6<sup>th</sup>, 2020. Increases to regular rates of pay, will be implemented following the date of ratification of the agreement by both parties, retroactive to, and including, July 6<sup>th</sup>, 2020. Only current and active employees in the bargaining unit who were employed on the date of ratification will be eligible to receive the retroactive pay increase.***

**Amend to provide for an across the board wage increase of *one and one half (1.5%) percent in the Third year, to be effective on July 5<sup>th</sup>, 2021.***

***Amend to provide for an across the board wage increase of one and three quarters (1.75%) percent in the Fourth year, to be effective on July 4<sup>th</sup>, 2022.***

***Amend to provide for an across the board wage increase of two (2%) percent in the Fifth year, to be effective on July 3<sup>rd</sup>, 2023.***

The Company agrees that during such time as this Agreement is in force, it will pay all persons covered by the terms of this Agreement, not less than the regular hourly rates set out in the Basic Wage Rate Schedule of this Agreement.

If any employee is receiving a wage in excess of the regular hourly rates contained in the Basic Wage Rate Schedule of this Agreement, such wage shall not be reduced by reason of the signing of this Agreement.

It is agreed that in the event that work classifications other than those set out hereto are instituted, the Company and the Union shall meet and negotiate a rate of pay for such employees.



## Basic Wage Rate Schedule: 2019-2024

Classification	Department / Job	Current	July 1 <sup>st</sup> 2019	July 6 <sup>th</sup> 2020	July 5 <sup>th</sup> 2021	July 4 <sup>th</sup> 2022	July 3 <sup>rd</sup> 2023
			1.75%	1.0%	1.5%	1.75%	2.0%
<b>Probationary Starting Rate</b>		\$17.08	<b>\$17.38</b>	<b>\$17.55</b>	<b>\$17.82</b>	<b>\$18.13</b>	<b>\$18.49</b>
<b>Class I</b>	Labourer	\$22.43	<b>\$22.82</b>	<b>\$23.05</b>	<b>\$23.40</b>	<b>\$23.81</b>	<b>\$24.28</b>
<b>Class II-A</b>	Receiver	\$24.42	<b>\$24.85</b>	<b>\$25.10</b>	<b>\$25.47</b>	<b>\$25.92</b>	<b>\$26.44</b>
<b>Class II-B</b>	Shop Utility Man	\$28.94	<b>\$29.45</b>	<b>\$29.74</b>	<b>\$30.19</b>	<b>\$30.72</b>	<b>\$31.33</b>
<b>Class III-A</b>	Oiler / Blood & Feather Operator	\$27.87	<b>\$28.36</b>	<b>\$28.64</b>	<b>\$29.07</b>	<b>\$29.58</b>	<b>\$30.17</b>
<b>Class III-B</b>	Mill Room Operator	\$28.93	<b>\$29.44</b>	<b>\$29.73</b>	<b>\$30.18</b>	<b>\$30.70</b>	<b>\$31.32</b>
<b>Class IV-A</b>	<b>Customer Service Driver (5 Licence)</b>	\$24.42	<b>\$24.85</b>	<b>\$25.10</b>	<b>\$25.47</b>	<b>\$25.92</b>	<b>\$26.44</b>
<b>Class IV-B</b>	<b>Customer Service Driver / Transload (3A Licence)</b>	\$28.91	<b>\$29.42</b>	<b>\$29.71</b>	<b>\$30.16</b>	<b>\$30.68</b>	<b>\$31.30</b>
<b>Class IV-C</b>	Customer Service Driver / Transload (1A Licence)	\$30.33	<b>\$30.86</b>	<b>\$31.17</b>	<b>\$31.64</b>	<b>\$32.19</b>	<b>\$32.83</b>
<b>Class V-A</b>	Process Operator	\$31.42	<b>\$31.97</b>	<b>\$32.29</b>	<b>\$32.77</b>	<b>\$33.35</b>	<b>\$34.01</b>
<b>Class V-B</b>	Process Operator, 4th Class Steam Ticket, as required	\$35.32	<b>\$35.94</b>	<b>\$36.30</b>	<b>\$36.84</b>	<b>\$37.49</b>	<b>\$38.24</b>
<b>Class V-C</b>	Chief Engineer, 3rd Class Steam Ticket, as required	\$39.50	<b>\$40.19</b>	<b>\$40.59</b>	<b>\$41.20</b>	<b>\$41.92</b>	<b>\$42.76</b>
<b>Class VI</b>	Required Trades (see Definitions)	\$42.74	<b>\$43.49</b>	<b>\$43.92</b>	<b>\$44.58</b>	<b>\$45.36</b>	<b>\$46.27</b>
<b>Apprentice</b>							
1st Year		70%	70%	70%	70%	70%	70%
2nd Year (1st Year of 3 Year Program)		80%	80%	80%	80%	80%	80%
3rd Year (2nd Year of 3 Year Program)		85%	85%	85%	85%	85%	85%
4th Year (3rd Year of 3 Year Program)		90%	90%	90%	90%	90%	90%
<b>Shift Differentials (see Definitions)</b>							
Afternoon		\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
Graveyard		\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25
<b>Lead Hand Rate (see Definitions)</b>		\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
<b>CVIP Premium</b>		\$0.75	<b>\$0.75</b>	<b>\$0.75</b>	<b>\$0.75</b>	<b>\$0.75</b>	<b>\$0.75</b>

## Definitions

Class V - Process Operators / Engineers: Management will determine the number of qualified steam engineers the Company requires to operate. Persons employed in other classifications who are also qualified steam engineers will not receive Class V rates but will be paid the rate established for the position held.

Class VI - Required Trades: Management will determine the number of qualified journeymen the Company requires to operate. Persons employed in Class I to Class V positions who are also qualified journeymen will not receive the Class VI rate of pay but will be paid the rate established for the position held.

***CVIP Premium: All mechanics licensed to perform CVIP inspections that are actively performing these inspections on behalf of the Company shall receive the CVIP premium.***

## Lead Hand

A lead hand is a person who the Company has assigned responsibilities to direct activities of employees working with ***them*** in ***their*** area of operations. A lead hand does not have authority to hire, fire or discipline employees. ***A lead hand*** remains a member of the Bargaining Unit.

## Shift Definitions

Day Shift is any shift starting between 3:00 a.m. and noon. Afternoon Shift is any shift starting between noon and 11:00 p.m. Graveyard Shift is any shift starting between 11:00 p.m. and 3:00 a.m.

## 7.02 Apprenticeship Program

An employee enrolling in the apprenticeship program will be paid at the applicable apprenticeship rate specified above.

Apprentices enrolled in an accredited course and sponsored by the Company will receive a lump sum payment, following receipt of evidence by the Company, of successful completion of each year of the apprenticeship program. The lump sum will be calculated by calculating the difference between the apprentice's regular hourly rate of pay (based on a forty (40) hour work week) and the amount received by the apprentice from the Federal Employment Insurance program while on an unpaid leave of absence to attend trade school. Successful completion of each year of the apprenticeship program means that the apprentice must pass both the course (NAIT – Northern Alberta Institute of Technology or equivalent) examinations and the applicable Provincial examinations.

## 7.03 Shift Premiums

Persons employed on shifts starting after 12:00 noon shall receive shift premiums as set out in the Basic Wage Rate Schedule which forms part of this Agreement. The shift premium shall be paid on Overtime Hours, but not added to the regular rate for the computing of the overtime rate. With respect to the third shift where such shift begins on a Friday, it shall be paid at straight time rates (plus shift premium) even though it extends into Saturday. Persons employed on the second and third shifts will only receive one-half (1/2) hour paid lunch period if the entire Plant is operating three **(3)** shifts.

#### 7.04 Wage Rate on Temporary Assignment

An employee required to temporarily fill a higher rated job, shall receive the higher rate for all hours worked rounded up by the **one quarter** ( $\frac{1}{4}$ ) hour, but if required to temporarily fill a lower rated job, shall receive the employee's regular rate of pay.

#### 7.05 Wage Rate on Permanent Assignment

When an employee is permanently assigned to a higher rated job **they** will be paid the higher rate, providing the employee can perform the job without instruction or assistance.

### Article 8 – Hours of Work and Overtime

#### 8.01 Normal **Days** of Work

The **Normal Days of Work** shall be, eight (8) hours per day, **five (5) days per week**.

***Any employee may be scheduled to work schedule A or B by the Company:***

<b>Schedule</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
<b>A</b>	<b>reg</b>	<b>reg</b>	<b>reg</b>	<b>reg</b>	<b>reg</b>	<b>OT@1.5x</b>	<b>OT@2.0x</b>
<b>B</b>	<b>OT@2.0x</b>	<b>reg</b>	<b>reg</b>	<b>reg</b>	<b>reg</b>	<b>reg</b>	<b>OT@1.5x</b>

***Double (2X) time shall be paid for work performed after eight (8) hours on a Saturday that is not a normal workday.***

8.02 (a) Changes to Normal Days of Work

The Company shall give the Union **and affected employees forty-eight (48)** hours' notice of any change in the **Normal Days of Work, as defined in Article 8.01**. If **Normal Days of Work are** changed without sufficient notice, the employee will be paid one and one-half (**1 1/2 X**) times **their** regular rate for all hours worked outside the previous schedule until the expiry of **the forty-eight (48) hour** required notice.

(b) Changes to an Employee's Schedule

**The Company shall give an employee twenty-four (24) hours' notice of any change to their schedule. If a schedule is changed without sufficient notice, the employee will be paid one and one-half (1 1/2X) times their regular rate for all hours worked outside their previous schedule until the expiry of the twenty-four (24) hour required notice.**

8.03 Overtime

Overtime at the rate of time and one-half (**1 1/2**) must be paid for hours worked in excess of eight (8) hours in any day or forty (40) hours in any week.

8.04 Double Time

Notwithstanding the foregoing, hours worked in excess of twelve (12) hours in a day shall be paid for at the rate of double (**2X**) the employee's regular rate.

- 8.05 (a) All overtime will be on a voluntary basis and assigned to the most senior qualified employee volunteer in the Department. Notwithstanding this, where none of the employees, either in the Department or elsewhere in the ***bargaining unit***, volunteers for the necessary overtime, the Company may require the junior qualified employee in the ***bargaining unit*** on the shift in which the overtime occurs to work the necessary overtime. Seniority shall be the determining factor among qualified employees. “Qualified” when applied to an employee’s ability to perform a job, shall mean that the employee is qualified for the job which is available. Further, it is understood that when the overtime is that of an additional shift, volunteers wishing to work and/or juniors required to work shall be chosen from those employees who meet the rest periods as set out in Article 8.07.
- (b) The Company will not offer overtime to employees absent for statutory holidays or vacation.

8.06 (a) Call-ins

When an employee is called in to start work prior to the employee’s normal scheduled start time, to satisfy production staffing needs or to cover leaves of absence due to illness or holidays, the employee shall be paid as follows:

- first four (4) hours – pay at ***two (2)*** times the employee’s regular hourly rate
- next four (4) hours – pay at the employee’s regular hourly rate

- next four (4) hours – pay at **two (2)** times the employee’s regular hourly rate
- (b) When an employee is called back outside normal working hours, **they** shall be paid at double **(2X) their** hourly rate for four (4) hours or for the hours actually worked, whichever is greater. When the call back is cancelled when the employee reports to work and/or while the employee is traveling to work, **they** shall be paid at double **(2X) their** hourly rate for two (2) hours.
- (c) Where the call back runs into the employee’s scheduled shift, the employee shall be paid at the applicable hourly rate for that part of the shift which extends beyond the time the call back situation is deemed to have been rectified.
- (d) Where an employee works more than eight (8) hours on the day of the call back, **they** shall be paid for all such hours at double **(2X) their** regular hourly rate of pay.

Assume Normal Shift: 7:00 a.m. – 3:30 p.m.

Example 1

Call in time is 5:00 a.m.

Call back situation takes 2 hours

Employee required to work 6 hours of normal shift

Total hours worked before employee sent home = 8 hours

Pay Calculation: 4 hours @ 2x hourly rate (call in rate)  
6 hours @ 1.5x hourly rate

### Example 2:

Call in time is midnight

Call back situation takes 2 hours – call in ends at 2:00 a.m.

Employee works normal shift with only a 5 hour break between end of call in and commencement of shift

Total hours worked for employee sent home = 10 hours.

Pay calculation: 4 hours @ 2x hourly rate (call in rate)

3 hours @ 1.5x hourly rate

3 hours @ 1x hourly rate

2 hours @ 2x hourly rate (call in overtime rate)

### Example 3:

Same as above except employee starts shift at 10:00 a.m. instead of 7:00 a.m. in order to get 8 hours rest.

Therefore, employee works only 5 hours of normal shift.

Total hours worked for employee sent home = 7 hours.

Pay calculation: 4 hours @ 2x hourly rate (call in rate)

5 hours @ 1x hourly rate

### Example 4:

Call in time is 3:00 a.m.

Call back situation completed at 7:00a.m.

Employee commences normal shift at 7:00a.m. & is sent home at 11:00a.m.

Total hours worked for employee sent home = 8 hours.

Pay calculation: 4 hours @ 2 x hourly rate (call in rate)

4 hours @ 1.5x hourly rate



### Example 5:

Same as above but employee required to work full shift.  
Total hours worked for employee sent home = 12 hours.

Pay calculation: 4 hours@ 2x hourly rate (call in rate)  
4 hours@ 1.5x hourly rate  
4 hours@ 2x hourly rate (call in overtime rate)

## 8.07 Scheduled Late/Early Start

When by reason of a late start in shift requested by the Company it is necessary to work beyond the scheduled quitting time, the Company agrees to pay one and one-half (**1 1/2X**) times the employee's regular rate to such hourly rated employee for all hours required to be worked beyond **their** scheduled quitting time, even though **the employee** may not then have worked the full number of hours scheduled for the day. The Company similarly agrees to pay an hourly rated employee one and one-half (**1 1/2X**) times **their** regular rate for any hours **they** may be required to work before **their** scheduled starting time.

### Time Off Between Shifts

A regular employee who starts a new day's work in accordance with **their** prearranged starting time prior to the expiration of eight (8) hours from the completion of **their** previous day's work shall be paid for all time worked within such eight (8) hour period at one and one-half (**1 1/2X**) times **their** applicable rate.

## 8.08 Weekly Guarantee

The Company agrees to guarantee a minimum of thirty-seven (37) hours per week or pay in lieu of work exclusive of premiums, except as hereinafter provided:

- (a) An exception to the above rule occurs in the case of employees hired on a casual basis.
- (b) An employee who is absent from work for personal reasons on any day that **they** would have normally worked shall have **their** guarantee for that week reduced by the number of hours **they** would normally have worked on the day **they were** absent.
- (c) An employee who is excused from work for a part of the day for any personal reason shall have **their** guarantee reduced for the week concerned by the number of hours of work which **they** missed by such absence.
- (d) An employee who starts after the first of the payroll week shall be guaranteed for such starting week that fraction of thirty-seven (37) hours for the number of working days remaining of the payroll week.
- (e) Holiday pay received shall be deemed to be paid for the purposes of the above guarantee.

## 8.09 Long Haul Work Schedules

Some country routes have modified schedules and consist of **three (3)** or **four (4)** days **per week**. Overtime

is paid after **forty** (40) hours per week. Double (**2X**) time will be paid after **fourteen** (14) hours on any given day **when permitted in emergency situations subject to any prevailing legislation.**

The drivers of these routes will be allowed an extra eight (8) hours pay if they work the day after a statutory holiday if that holiday falls on their day off.

If a statutory holiday or sick day falls on a regular work day, affected drivers will earn ten (10) hours of pay in respect of that work day or sick day. The intention is to ensure that a driver working a four (**4**) day work week will be paid for **forty** (40) hours of work rather than **thirty eight** (38) hours of work if and when a statutory holiday or sick day occurs in the middle of **their** four (**4**) day work week.

**8.10** *In the event that the Company determines it necessary to implement Overtime or Hours of Work Averaging Agreements as per applicable legislation and based upon the needs of the business, it will notify the Union. The Union agrees to meet with the Company to discuss and negotiate terms. It is agreed that the implementation of any new Overtime of Hours of Work Averaging Agreements will only occur by mutual agreement between the Union and the Company.*

## Article 9 – Holidays

9.01 Eleven (11) holidays shall be recognized as paid holidays and all hourly rate employees shall receive eight (8) hours pay for such days at the regular rate of pay and in addition shall receive one and one-half (~~1 ½ X~~) times their regular hourly rate for all hours actually worked on such days. Employees absent on the work day next preceding or next following any recognized holiday, shall not be entitled to pay for such holiday unless acceptable to the Company. Should the recognized holiday fall within a vacation period, the “work day next following” will be considered as the scheduled work day next following the expiration of *their* vacation.

9.02 The eleven (**11**) recognized holidays are:

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

9.03 When New Year's Day, Canada Day or Christmas Day fall on a Sunday or Saturday, that is, a non-working day, the holiday shall be granted on the work day immediately preceding or following the day in point.

## Article 10 – Rest Periods

- 10.01 The Company agrees to grant **two (2) paid** rest periods of fifteen (15) minutes each, **one (1) in the first half of the shift and one (1) in the second half of the shift**, provided the working time of the shift exceeds two and one-half (2½) hours. The Union agrees that except in the case of personal necessity, employees shall not ask for additional time off during the working day. The Union agrees that rest periods should not be abused. It is recognized that the aforesaid fifteen (15) minute rest period includes allowed time for employees to wash up during the said rest period and not prior to the commencement of same.
- 10.02 An employee who is required to work more than two (2) hours of unscheduled overtime or has worked in excess of eight (8) hours of scheduled overtime in any day shall be allowed thirty (30) minutes off with pay to eat a hot meal as supplied by the Company. Where the Company is unable to provide a hot meal as required above, the sum of fourteen (\$14.00) dollars will be added to that employee's gross earnings as a meal allowance, **and the employee shall be allowed thirty (30) minutes off with pay.**

## Article 11 – Seniority

- 11.01 New employees shall be considered as probationary employees for a minimum period of one hundred and twenty (120) calendar days. Such employee may be laid off without reference to seniority or without obligation of the Company to re-hire. When an employee has completed one hundred and twenty (120) calendar days **of employment they** shall be granted seniority **back to**

***their original date of hire.*** Plant seniority shall prevail and seniority shall be defined as the length of an employee's service with the Company calculated as the elapsed time from the date ***they were*** first employed unless ***their*** seniority was broken under any of the succeeding provisions.

#### 11.02 Probationary Period

Upon completion of their one hundred and twenty (120) calendar days probationary period of employment all employees shall have their seniority from their original date of hire.

#### 11.03 Seniority will be lost when:

- (i) The employee quits;
- (ii) The employee is discharged for cause;
- (iii) The employee is laid off and fails to report for work within the time specified hereafter when recalled;
- (iv) Layoff in excess of twelve (12) months.

#### 11.04 Layoffs

When staff is being reduced because of lack of work, the most junior employee shall be laid off in order of seniority, provided those to be retained on the basis of seniority have the skill, ability, experience, and qualifications to perform the work remaining in an efficient manner. When recalling employees for the purpose of increasing staff, they shall be recalled in reverse order of layoff, provided they have the skill, ability and experience, and qualifications to perform the

work required. The judgment of the Company as to whether an employee is able to satisfactorily perform the work remaining or work required, in the case of either layoff or recall, will be respected, but the Union is entitled to invoke the regular grievance procedure in order to determine whether or not the Company has fairly and adequately considered all of the relevant facts.

#### 11.05 Recalls

When recalling employees they shall be notified at their last known address and will be expected to report as directed. Failure to do so shall result in forfeiture of their seniority rights, provided, however, that in case of inability to report as directed, upon immediate notification to the Company, they will be given five (5) additional calendar days in which to report. The Company shall be considered as having fulfilled its obligations to give the notice required by this **article** by sending notice to the employee's last known address on the Company's records by single registered mail. **Alternatively, employees may choose to be notified by email and are responsible for providing the Company with their current email address.**

11.06 Any employee discharged for cause or who voluntarily leaves the service of the Company shall not receive guaranteed payment for the week in which **they are** discharged or leaves. In the event of layoff, every effort will be made to give such employee one **(1)** week's notice, but in any case, notice of not less than five (5) working days shall be given. The Company will give employees notice of layoff directly and shall also notify the Chief Steward of the employee to be laid off. The Company shall give to the Union a list of names of the

employees who are to be laid off with the seniority date of each employee.

11.07 Seniority Lists

Employees seniority record shall be posted every six (6) months. The employee seniority list shall be calculated in days from time of hiring and a copy of said list shall be given to the Chief Steward every six **(6)** months.

11.08 The Union will be given, on request but not more often than every six (6) months, a list of employees' names, addresses, social insurance numbers, and postal codes. Employees will be responsible for keeping the Company informed of any change in the above.

11.09 Seniority Departments

Seniority departments as now set up will remain in effect until otherwise agreed upon between the Company and the Union.

When considering application for vacant positions, the Company will first consider those applying from the department in which the vacancy occurs. The departments, for the purpose of this article are:

- (i) Truck drivers
- (ii) Plant Workers
- (iii) Maintenance

If the vacancy cannot be filled from within the department, then the Company will consider other applicants.



## 11.10 Vacancies

The Company agrees to post on the bulletin board for **five (5)** days inviting applications for vacancies.

The selection of an employee to fill a vacant position will be based on the seniority where they possess sufficient qualifications and ability.

A successful applicant for a vacant position shall be on a trial basis for up to thirty (30) days. If they cannot demonstrate their ability to perform and/or learn the job satisfactorily they shall be returned to their prior job, and/or the employee may return to their former job if they are not satisfied.

An employee absent from work at the time a vacancy is posted will be considered for the vacancy providing the following conditions apply:

- (i) The employee provided the Company with a contact phone number and/or fax number prior to absencing **themselves** from work.
- (ii) The absent employee, on being informed of the posting of a Desired Alternative Position (“D.A.P”), applies for the “D.A.P.”, either by phone or in writing, within two **(2)** business days of being notified of the posting of a “D.A.P.”.

If an employee cannot be reached by the Company, a Steward will be informed. Failure by the Steward to contact the employee within two **(2)** business days of being given the employee’s contact numbers, will disqualify the employee from consideration for the posted “D.A.P.”.

**11.11** Employees shall receive the applicable job rates they perform when they become qualified. Qualified as used shall be interpreted to mean ability to perform the job without instruction or assistance. Except by agreement with the Union, the qualifying period shall not exceed six (6) weeks after which the job rate shall be paid. However, the employee (including new employees) shall receive the applicable job rate immediately upon becoming qualified as described above.

**11.12** An applicant for a vacant Process Operators position will only be considered if such applicant has completed Grade 12 or possesses, at least, a fourth class steam engineer's ticket.

**11.13** Job elimination

In the event that a job is eliminated, the displaced employee(s) shall have the right to choose any job within the department in accordance with ***their*** seniority, provided that employee possesses sufficient qualifications and abilities. Any affected employees shall have the right to choose any job in accordance with the above even if it means a full department rearrangement.

Article 12 – Vacations

**12.01** Employees shall be entitled to annual vacations as follows:

- (i) After one (1) year of service – two (2) weeks;
- (ii) After four (4) years of service – three (3) weeks;
- (iii) After ten (10) years of service – four (4) weeks;
- (iv) After eighteen (18) years of service – five (5) weeks;
- (v) After twenty-five (25) years of service – six (6) weeks.

- 12.02 (a) If a statutory holiday (recognized by this contract Article 9) occurs during an employee's vacation period **they** shall be allowed an extra day's pay or an extra day's vacation, providing the extra day's vacation does not affect the vacation schedule of other employees.
- (b) If an employee leaves the service of the Company on **their** own accord or is dismissed, **the employee** shall be paid the amount due **them** in lieu of vacation, calculated to the day when **their** services terminate.
- (c) In the event of a layoff not in excess of one (1) month an employee may at **their** discretion leave **their** accumulated vacation pay with the Company to be claimed at the employee's request.
- (d) **Vacation Scheduling**

***For the purposes of planning and scheduling vacation, it is agreed that the vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup> each year.***

***Requests for vacation shall be submitted in the month of November of the preceding year for those employees wishing to take vacation from January 1<sup>st</sup> – March 31<sup>st</sup> of the vacation year. These vacation requests must be submitted prior to November 30<sup>th</sup>.***

***Requests for vacations shall be submitted in the month of February of the current year for those employees wishing to take vacation from April 1<sup>st</sup> – December 31<sup>st</sup> of the vacation year. These***

***vacation requests must be submitted prior to March 1<sup>st</sup>.***

***After all vacations are assigned, a departmental vacation schedule shall be posted.***

***The selection of vacation period shall be on the basis of seniority in each department and the senior employee shall be granted first preference if they apply for vacation by the applicable deadlines. Subject to the demands of the business, a sincere effort should be made to grant vacations at a time requested by employees.***

***Vacation requests submitted after the applicable deadlines as stated above shall be awarded on a first come first served basis and may be granted at any time, subject to the demands of the business. Any vacations not booked by September 30<sup>th</sup> of each year may be scheduled by the Company.***

- (e) According to the Province of Alberta's Employment Standards Code, all employees who have earned two (2) or three (3) weeks of vacation must take that time off work.

Employees who have earned four (4) or more weeks of vacation, must take the minimum three (3) weeks off work. The remaining vacation time can be taken in the form of cash and worked.

If the remaining vacation time is worked at the request of the employee, the employee shall be paid at the applicable regular hourly rate of pay.

If the employee is required by the Company to work the remaining vacation time, the employee shall be paid at the applicable overtime hourly rate of pay.

The decision to allow an employee to take cash in lieu of time off in excess of the required three (3) weeks will be at the discretion of the Company.

12.03 (a) Leave of Absence

The Company may in its discretion grant a leave of absence, without pay, providing however, that if such leave is to extend for more than one (1) week the request for such leave must be received in writing. No leave may exceed three (3) months unless approved by the Company and the Union. The Company will respond to any request in writing for leave of absence within seven (7) days of receiving such request.

(b) Leave of absence without pay may be granted at the **Company's** discretion in addition to regular vacation. Requests for such leave of absence shall be made by the employee in writing stating the reasons therefor.

(c) Where a leave of absence is granted to an employee by the **Company** the employee shall suffer no loss of seniority for that period providing such leave does not exceed one (1) year.

## Article 13 – Safety and Welfare

### 13.01 Safety Equipment

The Company shall provide safety equipment free of charge to employees whose work makes it mandatory in the interest of safety to use such equipment. The employees shall use and assume responsibility for the reasonable care of all safety equipment supplied to them. In the event that such safety equipment is lost or is not returned, on demand, the Company shall be entitled to deduct the cost of same from the employee's wages.

### 13.02 Safety Rules

The Union and **Company** shall cooperate in establishing rules and practices which promote an occupational environment which makes reasonable provision for the safety and health of employees during the hours of their employment.

### 13.03 Health and Safety Committee

A health and safety committee shall be established which is composed of two **(2)** Union and two **(2)** **Company** representatives. It shall hold meetings as requested by either the Union or the **Company** for jointly considering, monitoring, inspecting, investigating, and reviewing health and safety conditions and practices and to improve existing health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the **Company** and the Union.

13.04 No employee shall be discharged, penalized, or disciplined for refusing to carry out any work if, on reasonable and probable grounds, **the employee** believes there exists an imminent danger to the health and safety of that employee or any other worker present at the work site. For the purposes of this **article** imminent danger has the same meaning as Section **31** of the Occupational Health and Safety Act.

13.05 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident on the job shall be at the expense of the **Company**.

13.06 If the Company requires an employee to take a medical examination such medical shall be at the expense of the Company and if it is required to be taken during the employee's regular working hours the employee shall be paid **their** regular rate during the time spent in taking such medical examination.

13.07 Health and Safety Training

Employees shall be paid by the Company at the normally applicable hourly rate for all time spent in attendance at Health and Safety training seminars approved by Management.

13.08 Training

The Company agrees that employees shall receive training in order that they may perform their work in an effective and safe manner so as to minimize adverse workplace impacts on employee health.

The **Company** must give such training to:

- (a) Any newly hired employee;
- (b) Any employee who moves from a position to another or who is assigned duties requiring new knowledge;
- (c) Any employee who moves from one classification to another.

No employee shall be subject to discipline for performing work for which they have not been trained.

### **13.09 Driver Training**

***The Company will hold Hours of Service Regulation courses on Company time for all drivers once every twenty-four (24) months. The Company will hold additional training for all drivers when changes in driver regulations occur.***

***Furthermore, the Company agrees to hold an initial Hours of Service Regulation course within sixty (60) days of ratification. This training may also be attended by the full-time Union Representative.***

## **Article 14 – General**

### **14.01 Safety Committee Representation**

Safety of employees being of mutual interest of both parties, it is agreed that a Safety Committee representative of the Company and the Union will be established with equal representation of both the Company and the Union. The Union reserves the right to elect the Union representative to the Safety Committee.



14.02 The Company will pay **three hundred (\$300.00) dollars** per year towards CSA approved footwear, including laces, insoles, and foot orthotics. Employees must provide proof of purchase for entitlement. The Company will pay the entire cost of aprons and gloves (issued once every two (2) weeks) and further, the Company will provide Plant employees with two (2) sets of coveralls and truck drivers with a minimum of two (2) sets of appropriate work clothing. The Company shall also supply a suitable winter coat to employees required to work outdoors. These sets of clothing will be issued initially to each employee with the employee's name inscribed on each set of clothing. These shall be periodically laundered by a service provided by the Company at no cost to the employee. Worn-out clothing will be replaced as necessary. Notwithstanding the foregoing, in the event an employee loses any of **their** clothing issue by reason of loss, the employee shall be responsible for the cost of replacement of same.

14.03 Time will be allowed for changing clothes or equipment necessitated by a change from one job to another and extreme changes in working conditions will be discouraged.

In the case of truck drivers the Company agrees to establish a policy whereby drivers shall be permitted to wear shirts and pants during the summer season. The Company will establish, after consultation with the Union, the date upon which the Company shall supply and all drivers shall be required to wear shirts and pants instead of coveralls and similarly shall establish the date when coveralls will once again be worn.

The Company shall pay for the renewal of drivers' licenses and medicals required in the performance of their duties.

The Company shall reimburse employees who are engineers or tradesmen for the renewal of necessary licenses required in the performance of their duties.

**14.04** Employees who have given long and faithful service in the Company and who have become unable to handle their jobs will be given preference in other work available.

**14.05** Department Transfers

In the case of an employee requesting a transfer from one department to another for reasons of ill health, the Company will make a sincere effort to grant the request.

**14.06** Tools, Mechanical

Tradesmen of the Mechanical Department, with seniority, shall upon presentation of required tools broken on the job or worn out receive replacement tools. Such replacement shall be limited to those specified by the Company as being required. The Company further shall pay to all such tradesmen the sum of **three hundred and seventy-five (\$375.00) dollars** per year as full and total compensation for any loss of required tools for which such tradesman is personally responsible whether by way of theft, disappearance, or otherwise, and thereupon the tradesman shall be responsible for all replacement of such lost or stolen tools.

#### 14.07 Injury Shift Guarantee

An employee injured while working in the Plant shall suffer no loss of earnings for the hours **the employee** would have worked but were necessarily lost on the day in which an accident occurs and/or up to three (3) subsequent absences within six (6) weeks of the date of the accident where the employee requires hospital or medical attention.

#### 14.08 Change in Working Methods

When the introduction of new equipment or work methods makes a material change which is expected to result in the closing of a department or a substantial reduction in the number of employees in a department the Company will inform the Union of such changes at least thirty (30) days in advance of the contemplated change and the parties will discuss what is to take place and how the matter may best be handled.

#### 14.09 Funeral Leave

When an employee is absent from work on a regular work day to attend the funeral of an immediate relative, **they** shall be paid for eight (8) hours at **their** regular rate of pay for each day of such absence up to a maximum of three (3) successive regular work days. Where travel out of town (beyond **two hundred (200)** km one way) is required to attend the funeral of an immediate relative, the employee shall be paid for eight (8) hours at their regular rate of pay for each day of such absence up to a maximum of two (2) additional successive regular work days. For the purpose of this **article**, an immediate relative shall be defined as follows: father, father-in-law,

mother, mother-in-law, brother, sister, spouse, grandparents, grandchildren, son or daughter, legally adopted stepchild.

When an employee is absent from work on a regular work day and loses pay to attend the funeral of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandparents-in-law, step-parent, step-child, **they** shall be reimbursed at **their** regular rate of pay for **their** regular hours lost up to a maximum of eight (8) regular hours.

When an employee is absent from work on a regular work day and loses pay to attend a memorial service for any of the aforementioned relatives, **the employee** shall be reimbursed at **their** regular rate of pay for **their** regular hours lost up to a maximum of eight (8) regular hours. The Company may require from the employee proof of **their** attendance at such memorial service before it reimburses **the employee** hereunder.

The provisions of this Article shall not apply to employees then receiving other Company benefits such as sickness and accident payments or on an authorized leave of absence without pay for any reason.

An employee will not be entitled to receive bereavement pay in respect of a day for which **they are** receiving holiday pay.

Employees on vacation will not lose their entitlement to the paid funeral leaves.

14.10 Upon the expiration of two **(2)** years from the date of the occurrence upon which a disciplinary entry or adverse reference to an employee's conduct was entered in the employee's personal file, the Company will be precluded from using such entry or reference in any disciplinary action.

14.11 Jury Duty

An employee who is summoned for jury selection should notify the Plant Superintendent or the Divisional Manager immediately.

If immediate notification is given, up to five (5) hours time-off with pay will be granted to the employee.

An employee subsequently selected for jury duty will be granted the necessary time-off to fulfil **their** obligation. Upon furnishing evidence to the Company of time spent on jury duty and money received for jury duty, the employee will be entitled to receive the difference, if any, between jury pay and **their** hourly rate of pay x eight (8) hours for each day spent on jury duty, up to a maximum of fifteen (15) days per year.

An employee completing jury duty must notify **their** Supervisor or the Plant Superintendent without delay and, if possible, on the day the jury duty is completed. Undue delays in reporting for work after jury duty is completed could invalidate claims for make-up pay.

14.12 Customer Service Drivers

Customer Service Drivers whom are required to stop driving "Log Off – Sleeper Berth/Off Duty" for a period of rest (**eight (8)** hrs.) resulting in an overnight stay will be

paid a one-time allowance sum of **fifty one** (\$51.00) **dollars** per completed trip. Monies are payable to cover expenses incurred while on an overnight stay save and except meals. The allowance will be added to the employee's gross earnings.

#### **14.13**     Dignity and Respect

The **Company** and the Union agree that all employees shall be treated with dignity and respect.

#### **14.14**     Collective Agreement Printing

The Company shall share with the Union the cost of printing the Collective Agreements.

#### **14.15**     Joint Labour-Management Committee

The Union and the Company agree that a Joint Labour-Management Committee (JLMC) will be established to enhance a culture for the sharing of information and views and listening to each other's opinions, observations, and recommendations in a respectful and dignified manner.

The JLMC shall meet on a **semi-annual** basis and on an ad hoc basis where necessary and mutually agreeable, and shall be comprised as follows:

- Up to three (3) individuals chosen by the Union;
- Up to three (3) non-bargaining unit individuals chosen by the Company.
- ***In addition to the above, the committee may also include one (1) full-time Union Representative and the Manager of Human Resources for the Company.***

The JLMC has no authority to alter the terms of the Collective Agreement nor the regulations governing the terms and conditions of employment.

## **Article 15 – Union Matters**

### **15.01 No Discrimination**

No employee shall be subjected to any penalties against ***their*** application for membership or for reinstatement as a member in the Union except as may be provided in the Constitution and By-Laws of the Union and no coercion of any kind shall be practised to compel or influence any employee to join the Union, nor shall any discrimination of any kind whatever be practised or permitted with respect to employees who are or become members of the Union.

### **15.02 Union Representation**

Employees shall not be ***interviewed*** in connection with investigating a grievance or in relation to a pending arbitration except in the presence of a Company ***Representative*** and ***the full-time*** Union Representative ***or their designate***.

When an employee is suspended, dismissed, given written discipline, or given a formal verbal warning, a ***Shop Steward*** shall be present, and provided one is available ***on-site***, the Company shall not take action until such ***Shop Steward*** is present. ***If more than one (1) Shop Steward is on shift, the employee may request***

***a Shop Steward of their choice. If a Shop Steward is not readily available, the Company will notify the full-time Union Representative who will make arrangements for appropriate Union Representation to be on-site within forty-eight (48) hours. If a Union Representative is not readily available within forty-eight (48) hours the Company shall proceed with the issuance of the disciplinary action. The Company shall provide the Union Office a copy of any disciplinary notice issued to an employee within seventy-two (72) hours.***

### **15.03**     Stewards

The Union agrees to appoint or elect and the Company to recognize Stewards who shall be regular employees of the Company to deal with matters affecting employees. A list of Stewards shall be supplied to the Company. The Company shall be advised immediately by the Union in writing of any change in the list. The Union will be informed promptly of any change in supervision.

Except as set out in the Agreement, officers of the Union shall not be subjected to different treatment than other employees by reason of their position in the Union. The Stewards may discuss with the foremen direct matters which may affect the welfare of employees as a whole, even though at the same time may not constitute a grievance. Similar discussions may take place between a Union Officer and the Company representative.



#### **15.04**     Bulletin Boards

The Union shall be at liberty to use jointly with the Company bulletin boards now in use throughout the Plant. ***The Union shall also be provided one (1) bulletin board which shall be for the exclusive use of the Union. Material shall be approved by Management prior to being posted.***

#### **15.05**     Union Business

The Company recognizes the Stewards and Officers have duties and responsibilities towards and on behalf of the Union and are required at times to leave their work to investigate and process grievances, or discuss with supervision other matters affecting employees. The Union recognizes that Stewards and Officers are employees of the Company and as such have jobs to perform on behalf of the Company. When it becomes necessary for Officers or Stewards to leave their jobs to attend to the above matters they will give their foreman as much advance notice as possible, and arrangements will be made by the foreman to leave their jobs with no loss of pay as soon as reasonably possible, but normally not later than one (1) hours following the request. It is recognized that there may be some times when because of circumstances, the Union or the Company may deem it necessary to have more than one (1) representative to attend to the matter.

#### **15.06**     Union Leave

Employees chosen by the Union to attend to Union business outside of the Plant shall be granted leave of absence with pay not exceeding seven (7) working days.

The Union agrees to reimburse the Company, in full, for all such time at the employee's corresponding regular rate of pay as laid out in the Agreement.

**15.07 Bargaining Leave**

The Company will pay employee's wages at regular hourly rates for time at the negotiation meetings with the Company.

**Article 16 – Management Rights**

**16.01** The Union recognizes the right of the **Company** to exercise the functions of Management, including without limiting the generality thereof, the right to hire new employees and to direct the working force, to set and alter schedules of work, to promote and demote, transfer, lay-off due to lack of work, and also to suspend, or otherwise discipline or discharge for cause of any employees, subject to the right of the employee to lodge a grievance in the manner and to the extent hereinafter provided in respect of such a suspension or discharge (and the **Company** agrees to give to the Union reasonable notice of the discharge for cause of any employee). The Union also recognizes the right of the **Company** to operate and manage its business in all respects in accordance with its obligations and to make and to alter from time to time rules and regulations to be observed by employees which rules and regulations shall not be inconsistent with the provisions of the Agreement.

- 16.02** The Company agrees to be fair and reasonable in the application and interpretation of the provisions of the Collective Agreement.
- 16.03** The Company agrees that there shall be no unlawful discrimination against employees, and that the appropriate sections of The Alberta Labour Relations Code (as amended) and The Alberta Human Rights Act are hereby recognized as being applicable.

**Article 17 – Health and Welfare**

- 17.01** Health and Welfare Plan Benefits and applicable ***Company*** and employee contributions towards the cost of such benefits are set out below:

	<b><u>Company</u></b>	<b><u>Employee</u></b>
Provincial Health Care	100%	Nil
Extended Health Care	100%	Nil
Dental Care	100%	Nil
Vision Care	100%	Nil
Weekly Indemnity	as detailed below	
Long Term Disability	as detailed below	100%
Group Life Insurance	100%	Nil
Accidental Death & Dismemberment	100%	Nil

**Dental Care**

Dental coverage will be based on the current fee schedule. Premiums payable in respect of weekly indemnity coverage and long term disability coverage will be recorded as a payroll deduction.

## Vision Care

Vision Care Reimbursement Levels: Every **twenty-four (24)** months – **three hundred (\$300.00) dollars** for each employee and each plan registered employee dependent requiring prescription eyewear.

## Premiums

Gross wages payable to Union employees will be increased, in the applicable pay periods, by the amounts recorded as payroll deductions in respect of weekly indemnity and long term disability premiums.

## Weekly Indemnity

Weekly Indemnity Insurance will be **sixty six and two thirds (66 2/3%) percent of regular earnings** to a maximum of **six hundred and twenty-five (\$625.00) dollars** per week. **Employee's contribution to their Weekly Indemnity coverage** will not exceed **fourteen (\$14.00) dollars** per month during the term of this Agreement.

## Long Term Disability

Long Term Disability Insurance will be a maximum of **two thousand (\$2,000.00) dollars** per month. **Employee's contribution to their Long Term Disability coverage** will not exceed **fifteen (\$15.00) dollars** per month during the term of this Agreement.

Long Term Disability Insurance will include coverage beyond two (2) years in certain cases of permanent disability at **Company's** cost of approximately two hundred and fifty (\$250.00) dollars per employee per annum.

## Life Insurance

Life insurance equal to **two hundred (200%) percent** of basic annual salary **to a maximum of sixty thousand (\$60,000.00) dollars.**

Eligibility for any Health and Welfare benefits will be governed by the terms of the Plan. Notwithstanding such terms, employees hired after the effective date of this Agreement shall be eligible for such benefits after **ninety (90)** working days permanent service providing they pass a medical examination the cost of which shall be borne by the Company.

## 17.02 Sick Leave

Employees will also be permitted up to six (6) days casual sick leave per calendar year. The sick leave shall be accumulated on the basis of one half (1/2) day for each month worked. The Company shall have the right to demand a medical certificate to verify such illness. **Employees shall be allowed to use accumulated sick leave to cover the weekly indemnity waiting period.**

Accumulated casual sick leave **not taken in the calendar year shall be** paid out at the end of the second pay period in January of the **following** year. No casual sick leave days will be paid out to an employee who is not a full time employee on December 31<sup>st</sup> of the previous year **unless they have retired from employment with the Company, in which case accumulated casual sick leave shall be paid out upon retirement.** No casual sick leave days will be paid to an employee who is terminated, quits or is laid off.

### 17.03 Direct Pay Cards

The Company agrees to pay the cost of Health and Welfare Benefits as set out in **Article 17.01** and issue Direct Pay Cards to employees for use when purchasing prescriptions.

### 17.04 Group Registered Retirement Savings Plan

***Effective one (1) year from the employee's start date and thereafter on every pay period, the Company will match the employee's contribution to a maximum of six and one-quarter (6.25%) percent of the employee's earnings, defined to include only regular earnings, overtime, shift premiums, vacation, and statutory holiday pay and Union hours into a group RRSP.***

***The employee can only change the amount of the deduction once each year. The employee must notify the Company in writing of their desire to change the amount of their contribution by December 1<sup>st</sup> of each year. Once the Company has been notified, the change will take effect on the first pay of January of the following year. Should there be no requests for contribution change; the original contribution amount shall be deducted. Withdrawal of funds from the Group RRSP by employees shall not be permitted while employed by WCRL, except for withdrawals made under the Home Buyers' Plan of the Lifelong Learning Plan.***

## Article 18 – Separation Allowances

**18.01** Separation payments shall be made to employees having two (2) or more years of credited service who are permanently separated from the service of the Company as a result of a reduction in the working force arising out of the closing of a department or unit of the Company when it is not expected that the employee will be re-employed.

**18.02** Separation payments shall not be made:

- (i) To employees who have less than two (2) years' credited service;
- (ii) To employees who are laid off in excess of six (6) months;
- (iii) To employees who are discharged for cause;
- (iv) To employees who voluntarily resign;
- (v) To employees who retire;
- (vi) To employees who refuse an offer of employment by the Company in another unit of its business, the location of which is reasonably accessible to the location of the place of employment from which the employees are being dropped from the service.

### **18.03** Separation Allowance

Separation allowances shall be computed on the basis of the following schedule which is to be used in computing the number of weeks' pay according to the

year of credited service. Payments are to be computed on the basis of forty (40) hours per week or the employees basic work week if different at ***their*** regular rate of pay.

Years of Credited Service	Weeks of Pay
2	1 ½
3	2
4	3
5	3 ½
6	4
7	5
8	6
9	7
10	8
11 and over	8 plus 1 ½ weeks' pay for each year of credited service above ten (10) years

Example

12 years of credited service:

First 10 years of credited service	8 weeks' pay
Service over 10 years (12/10 or 2 x 1½)	<u>3 weeks' pay</u>
Total separation allowance	11 weeks' pay

To the separation allowance computed as per the example add vacation pay for the current calendar year if the employee has qualified for but not taken such vacation.



**18.04** The amount due under this Article shall be paid as follows:

- (i) Amounts less than or the same as the equivalent of four (4) weeks' pay - in one **(1)** lump sum;
- (ii) Amounts more than the equivalent of four (4) weeks' pay - weekly instalments of full wages until the total sum is exhausted. If for good and sufficient reason a lump sum settlement is requested it may be made when it is assuredly to the benefit of the employee.

**18.05** Notice of Plant Closure

The Company shall give notice of its intention to close the Plant or a substantial department of the Plant referred to in this Agreement, at least ninety (90) days prior to such closing.

Article 19 – Duration

**19.01** This Agreement shall be effective **July 1<sup>st</sup>, 2019** and shall extend to **July 1<sup>st</sup>, 2024**. This Agreement shall be terminated effective **July 1<sup>st</sup>, 2024** by either party on written notice to the other party at least thirty (30) days prior to its expiration which termination notice shall also contain a notice of intention to bargain for a new collective agreement.

***This Agreement was signed this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_.***

***For the Company:  
West Coast Reduction Ltd.***

***For the Union:  
United Food and Commercial  
Workers Canada Union, Local  
No. 401***

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\_\_\_\_\_

***Company Committee:***

***Jordan Skidnuk  
Coralie Philippot  
James Taylor***

***Bargaining Committee:***

***Bob Philips  
Mason Smith  
Arthur Meunier  
Vinko Zigart  
Lee Clarke***

***This Agreement was ratified on September 24<sup>th</sup>, 2020.***

## Letters of Understanding

### Letter of Understanding #1 – Article 12 – Vacations

**The policies defined below and the explanatory examples arise out of discussions between Management and Union representatives of the Company held in Edmonton on June 25<sup>th</sup>, 1987. These policies are effective from January 1<sup>st</sup>, 1987 and are not retroactive before January 1<sup>st</sup>, 1987. They are intended to clarify, by mutual consent, the interpretation of Article 12 of the Collective Agreement dated 15<sup>th</sup> July, 1986.**

#### January 1 Anniversary Date

**Effective January 1<sup>st</sup>, the Company, in agreement with the Union, has introduced a January 1<sup>st</sup> anniversary date for all employees for the purpose of calculating vacation pay advances.**

**This means that vacation pay each year will be calculated by reference to vacation days earned to December 31<sup>st</sup> of the previous year.**

**Thus, an employee joining the Company on May 1<sup>st</sup>, 1986 will at December 31<sup>st</sup>, 1986 have earned  $8/12 \times 2$  weeks of vacation pay which will be paid out to the employee in 1987 regardless of whether or not the employee goes on vacation in 1987. The eight (8) months will be reduced by any time off to attend school. Thus, if the month of June was spent at school – the vacation entitlement will be  $7/12 \times 2$  weeks.**

**At the end of 1987 the employee will have earned a full two (2) weeks and this will be their entitlement for the purpose of calculating vacation pay in 1988.**

**The employee's anniversary date (May 1<sup>st</sup>) will be used to determine when their entitlement increases from two (2) weeks to three (3) weeks, three (3) weeks to four (4) weeks, and four (4) weeks to five (5) weeks. See example 3.**

**Basis to be Used For Calculating Vacation Pay Advances Effective January 1, 1987**

**For each week of vacation earned, the Company will pay as follows:**

**Number of weeks entitlement x 40 hours x regular hourly rate of pay prevailing at the end of the previous calendar year.**

**The above contemplates that employees' absence while on workers' compensation or weekly indemnity should not affect the number of weeks entitlement.**

**However, attendance at school and leaves of absence will be taken into account when calculating number of weeks entitlement.**

**For example:**                      **Time at school 12 weeks**  
**No. of Years Service:**      **Two**  
**Entitlement:**                      **2 x  $\frac{40}{52}$ (weeks) x 40 (hours) x regular hourly rate of pay**

**Examples:**

- 1) Assume**
- 1) Regular rate of pay is \$15/hour**
- 2) Employee has worked for 6 years (entitled to 3 weeks**
- 3) Employee has not attended school during the**

*prior year*  
**Calculation: 3 weeks x 40 hours x \$15/hour**  
**= 120 x 15 = \$1,800**

**Advance will be: \$1,800.00**

**Less estimate of withholdings**

**- Say 30% \$440.00**

**Advance: \$1,260.00**

**=====**

- 2) Assume**
- 1) Regular rate of pay is \$15/hour**
  - 2) Employee has worked for 6 years (entitled to 3 weeks)**
  - 3) Employee has attended school for 12 weeks during the prior year**
  - 4) Employee was on compensation for 8 weeks**

**Calculation: (3 x 40) (weeks excluding time at school)**  
**52**  
**X 40 hours x \$15/hour**

**Advance will be: \$1,384.62**

**Less estimate of withholdings**

**- Say 30% \$415.38**

**Advance: \$969.24**

**=====**

- 3) Assume**
- 1) Regular rate of pay is \$15/hour**
  - 2) Employees 5<sup>th</sup> anniversary fell on March 6<sup>th</sup> of current year**
  - 3) Employee has not attended school**
  - 4) Employee has been sick and has drawn weekly indemnity benefits for 6 weeks**

**Calculation: 2 months at 2 weeks = 2/12 x 2 = .33**  
**10 months at 3 weeks = 10/12 x 3 = 2.50**

**Vacation entitlement: (weeks) 2.88**

**2.88 weeks x 40 hours x \$15/hour**

**Advance will be: \$1,728.00**

**Less estimate of withholdings**

**- Say 30% \$518.00**

**Advance: \$1,210.00**

**=====**

**Notes:**

- 1) Time off on compensation and/or weekly indemnity is ignored when calculating vacation pay.**
- 2) Employee's vacation entitlement is calculated by reference to their anniversary date and calculated by reference to the nearest month end in the employee's favour (see example 3).**

**Letter of Understanding #2 – Working Alone Technology at Transload Facility**

**The Company and the Union agree that a working alone monitoring technology will be selected by the Company and approved by the Union, for use by transload employees when working alone at WCRL's Edmonton Transload Facility. The Parties agree that this will be instituted within ninety (90) days of the ratification of this Agreement.**

**Letter of Understanding #3 – Ending Pension Plan and Starting Group Registered Retirement Savings Plan**

**Effective November 30, 2020, the Pension Plan referred to in Articles 16.04, 16.05, and Appendix 2 of the preceding Collective Agreement will be closed and pensionable service will cease to accrue for existing, active members of the Plan after that date.**

**When the Collective Agreement to which this Letter of Understanding is appended takes effect (“the new Agreement”), the Pension Plan referred to in Articles 16.04, 16.05, and Appendix 2 of the preceding Collective Agreement will be closed to any new members participating in the Plan.**

**Effective November 30, 2020, new employees hired after the new Agreement takes effect, along with existing employees after that date, will participate in the new Group Registered Retirement Savings Plan included in the new Agreement, in accordance with the terms of that Plan as set forth in Article 17.04 of the new Agreement.**

**The Company and the Union will cooperate in taking such steps as may be required to lawfully deal with the vested entitlements of current active and retired members under the Pension Plan, including transitional arrangements related to closing the Plan to further participation of new members and ceasing pension contributions in respect of Company service after the effective date of the new Agreement, and to deal with the potential continuation, termination, and/or winding up of the Plan as may be required under the Alberta Employment Pension Plans Act and the direction of the Alberta Superintendent of Pensions.**

***This Agreement was signed this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_.***

***For the Company:  
West Coast Reduction Ltd.***

***For the Union:  
United Food and Commercial  
Workers Canada Union, Local  
No. 401***

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***Company Committee:***

***Bargaining Committee:***

***Jordan Skidnuk  
Coralie Philippot  
James Taylor***

***Bob Philips  
Mason Smith  
Arthur Meunier  
Vinko Zigart  
Lee Clarke***

***This Agreement was ratified on September 24, 2020.***