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Article 4 – Union Security

- 4.1 The Company agrees to deduct from the regular pay cheque of each employee, upon proper written and signed authorization from the employees affected, initiation fees and the Union dues as authorized by the Union. Monies deducted during any month, shall be forwarded by the Company to the Union no later than the tenth (10th) day of the following month, and accompanied by written statement of the names of the employees from whom the deductions were made. It shall be the responsibility of the Union to advise the Company of any change in its initiation fees or dues.
- 4.2 Upon mutual agreement, the Company may submit the dues electronically in a manner acceptable to both parties.
- 4.3 No employee covered by this Agreement shall be discriminated against in any way for being a member of the Union, or for any lawful Union activities providing such activities are not carried out on the Company's premises or during working hours, unless authorized by Management. Such authorization shall not be unreasonably denied.
- 4.4 All employees shall maintain their membership during the life of this Agreement.
- 4.5 The Company agrees to provide each new employee, at the time of employment, with the "Membership Application" of the United Food and Commercial Workers Canada Union, Local No. 401. The Union shall bear the expense of printing the form.
- 4.6 All employees shall pay proper initiation and Union dues and furnish the Company with a signed authorization to deduct the same within a twenty-eight (28) day period from the date of hire.
- 4.7 The Company will supply two (2) reports to the Union containing the following information on a mutually agreed data

processing medium following the close of the four (4) week accounting period:

Report # 1

- ***Status PT or FT***
- ***Current rate of pay***
- ***Name in full***
- ***Social Insurance Number***
- ***Date of birth***
- ***Mailing address***
- ***Email address***
- ***All known phone numbers***
- ***Termination date and reason for it***
- ***Notice of Leave of Absence and type***
- ***Facility number***

Report #2

- ***Amount of current weekly dues***
- ***Amount of current initiation fees***
- ***Amount of union dues assessment***
- ***Total dues for each employee for the current period***
- ***Total initiation fees for each employee for the current period***
- ***Name in full***
 - ***Hourly rate***
 - ***Employee number***

4.8 The Company agrees to list Union dues deducted from the employees on the T-4 Income Tax form of all employees in the bargaining unit.

4.9 It is understood that bargaining unit work shall be reserved for members, except for emergencies, instruction, inventory taking, and instances of very short duration.

4.10 The Company shall, upon date of hire, submit to the Union the original Union Membership Application via scan and email.

Article 5 – Joint Labour Management Committee

5.1 The Company and the Union agree to establish a Joint Labour Management Committee (JLMC) which will consist of representatives from Management and the bargaining unit. The parties agree to meet bi-monthly unless mutually agreed otherwise. The JLMC will consist of no more than four (4) bargaining unit members as appointed by the Union, within each designated Distribution Centre and no more than four (4) members of Management, one of whom will be the Distribution Centre Manager or their designate. The JLMC will discuss any items of concern to either party arising out of the operation of the Collective Agreement and the facility covered by the Agreement ***including ensuring that Union dues, initiation fees, and any other assessments are being deducted and remitted properly and correctly.***

Meetings shall be scheduled at the beginning of each year and the Company and the Union will endeavor to have the meetings as scheduled or within one (1) week of the scheduled meeting unless mutually agreed to otherwise. The Union will advise the Distribution Centre Managers of the Union Committee at the beginning of the year, as well as any changes in the course of the year.

5.2 Members of the JLMC shall be paid at the straight time hourly rate for all time while attending the meetings.

Article 6 – Strikes and Lockouts

- 6.1 The Union agrees that it will not, during the term of the Agreement, declare or authorize or encourage any strike, walk-out, slow-down, or cessation of work against the Company, and the Company agrees not to declare a lock-out during the term of this Agreement.

Article 7 – Hours of Work and Overtime

7.1 (a) Full-time Employees

- (i) The normal work week for full-time employees shall be forty (40) hours. The normal work day and days per week for full-time employees shall be eight (8) hours per day, five (5) days per week, or ten (10) hours per day, four (4) days per week.
- (ii) The Company will determine the number of employees on each shift working eight (8) hours per day and ten (10) hours per day.
- (iii) It is understood that in no way can the provision of this Article be construed as a guarantee of hours of work per day, or days of work per week.

(b) Part-time Employees

- (i) The normal work week for part-time employees shall be up to thirty-two (32) hours over five (5) days per week. After forty (40) hours worked in a week, or eight (8) hours worked per day, a part-time employee will receive overtime paid at time and one half (1 1/2 X).

- (ii) It is understood that in no way can the provision of this Article be construed as a guarantee of hours of work per day, or days of work per week.
- (iii) Part-time employees shall not be employed or scheduled to the extent that their work results in a displacement of, or prevents the hiring or recall of full-time employees.
- (iv) When a part-time employee works the basic full-time work week of forty (40) hours, for eight (8) consecutive weeks (excluding replacement hours for extended absences of W.C.B., Weekly Indemnity, Long Term Disability, vacation, maternity leave, or other approved leave of absence), a full-time position will be deemed to exist.

(v) Part-time Scheduling

The monthly schedule of hours for part-time employees shall be allotted according to seniority and availability.

(vi) Part-time Availability

The parties recognize the need to ensure that the part-time employees are available to meet the needs of the business. The Company may request or the employee may provide a new Declaration of Availability beyond the one provided at time of hire on an as needed basis, based on operational requirements but not more than four (4X) times per year.

- (vii) Other shifts may be established from time to time which will be addressed by giving notice to the Union and employees in writing not less than fourteen (14) days prior to commencement of the new shift.

- 7.2 (a) Employees working four (4) hours per day or less shall be entitled to one (1), fifteen (15) minute paid break. Employees working greater than four (4) hours per day and up to eight (8) hours per day shall be entitled to two (2), fifteen (15) minute paid breaks per day; one to be held in the first half of the shift and one in the second half of the shift.
- (b) Employees working ten (10) hours per day shall be entitled to three (3), fifteen (15) minute paid breaks per day. In addition, all employees working greater than six (6) hours shall be entitled to one half (1/2) hour unpaid break. The Company reserves the right to set times when breaks will be taken. The one half (1/2) hour break will be scheduled as close to mid-point of the shift as possible.
- (c) When an employee works overtime on their regular day off or Statutory Holidays, normal breaks shall apply. When overtime of two (2) hours in any one (1) day is required, a fifteen (15) minute rest period, with pay at overtime rates, will be scheduled upon the completion of eight (8) hours of work. A further paid break will occur if the overtime is required beyond the two (2) hours and at the end of each two (2) hours thereafter.
- 7.3 When overtime is required in excess of two (2) hours in a day, at the end of an employee's shift, the employee shall receive a **twelve (\$12.00)** dollar meal allowance, effective on the date of ratification.
- 7.4 In the event the Company decides to implement a new shift or change an employee's shift, the Company will give at least fourteen (14) calendar days notice prior to the implementation and advise the Union in writing.
- 7.5 A shift premium of **one dollar fifty (\$1.50)** cents per hour shall be provided for all time worked on a shift commencing on or after 12:00 noon and before **6:00 p.m.** effective on the date of ratification.

A shift premium of **two dollars twenty-five (\$2.25)** cents per hour shall be provided for all time worked on a shift commencing on or after **6:00 p.m.** and before 6:00 a.m. effective on the date of ratification.

- 7.6
- (a) All time worked in excess of eight (8) hours in any day will be overtime paid at time and one half (1 1/2 X) the hourly rate, except for an employee with a scheduled work day of ten (10) hours.
 - (b) All time worked in excess of ten (10) hours per day will be overtime paid at double (2X) the hourly rate.
 - (c) All time worked in excess of forty (40) hours per week will be overtime paid at time and one half (1 1/2 X) the hourly rate.
 - (d) All time worked by full-time employees on Statutory Holidays shall be overtime paid at double (2X) the hourly rate.
 - (e) After forty (40) regular hours worked in a week, a part-time employee will receive overtime paid at time and one half (1 1/2 X) the hourly rate.
- 7.7
- (a) The parties acknowledge the necessity to work overtime to meet customer requirements. The parties agree that employees who are capable of performing the required work will perform such work.
 - (b) Employees may be requested to work overtime on short notice. The Company agrees to notify the employee as early as possible but no later than two (2) hours from completion of the employee's shift, unless otherwise mutually agreed by the employee and the Company.
 - (c) No notice need be given for overtime work not to exceed one (1) hour.

- (d) Overtime at the end of the shift will be offered in order of seniority to qualified employees on the shift.
- (e) All other overtime will be offered in order of seniority to qualified employees.
- (f) If there are not sufficient volunteers willing to work overtime on that day, then the Company may require overtime to be worked by employees in reverse order of seniority.

An employee may be excused from the requirement to work overtime only in the case of pre-arranged appointments and/or commitments. The employee has the onus to provide evidence of these.

Should a child care issue prevent an employee to work overtime, the Company may excuse the employee from working overtime as long as the employee has made all reasonable efforts to make alternate arrangements.

- (g) An employee will be exempt from being required to work overtime after the employee has been required by the Company to work overtime on ten (10) occasions in the calendar year ending December 31st, 2018.

An employee will be exempt from being required to work overtime after the employee has been required by the Company to work overtime on eight (8) occasions in the calendar year ending December 31st, 2019.

An employee will be exempt from being required to work overtime after the employee has been required by the Company to work overtime on six (6) occasions in the calendar year ending December 31st, 2020.

An employee will be exempt from being required to work overtime after the employee has been required by the Company to work overtime on five (5) occasions in the calendar year ending December 31st, 2021.

Upon request, the employee will be informed as to how many times they have been required to work in that year.

- (h) The Company agrees the minimum number of employees required to perform the overtime work will be scheduled on a daily basis.
- (i) All full-time employees working on their regularly scheduled day(s) off shall receive the applicable overtime rate for all hours worked so long as they have been paid forty (40) hours in the current week.
- (j) If an employee is called by the Company to report to work and upon reporting finds **their** services are not needed, **the employee** shall receive four (4) hours pay at the applicable rate.

Article 8 – Credit for Previous Experience

- 8.1 All new employees with previous comparable experience with the Company shall receive credit for the number of months with the Company for the purpose of determining their placement in the wage progression.

Article 9 – Vacations

- 9.1 (a) Vacation pay for all employees for each week of vacation will be **four (4%)** percent of the total of the previous vacation year's earnings provided by this Collective Agreement. For

the purpose of this Article, Short Term Disability, Long Term Disability, and Workers' Compensation payments shall not be included in the definition of earnings for the purpose of calculating vacation pay. Notwithstanding the foregoing, vacation pay shall not be less than required by the Employment Standards Code.

Vacation entitlement is based on an employee's continuous service as of May 1st each vacation year, (effective May 1st, 2015):

- One (1) day of vacation per month of service, to a maximum of ten (10) days annual vacation, for employees with less than one (1) year of service;
 - Two (2) weeks annual vacation for employees who have completed one (1) year service and have less than three (3) years of service;
 - Three (3) weeks annual vacation for employees who have completed three (3) years service and have less than eight (8) years of service;
 - Four (4) weeks annual vacation for employees who have completed eight (8) years service and have less than fourteen (14) years of service;
 - Five (5) weeks annual vacation for employees who have completed fourteen (14) or more years of service.
- (b) Part-time employees shall have their vacation earnings paid out in addition to their regular earnings, every pay period, as per their entitlement in Article 9.1(a), in lieu of vacation. Part-time employees with less than one (1) years' service shall receive vacation pay at a rate of four (4%) percent of gross earnings.

- (c) A part-time employee who wishes to take vacation time (without pay) will be entitled to do so, and will choose **their** vacation time after the full-time employees have made their vacation choices.
- (d) If the employment of any employee is terminated at any time, the Company shall pay to **them** vacation pay to the date of termination calculated in accordance with Article 9.1(a).

- 9.2
- (a) Vacation will be scheduled by department, classification, and shift (day, afternoon, evening, night) in order of seniority, subject to the ability of the Company to continue normal operation.
 - (b) Vacation will be scheduled in one (1) week increments. When an employee has less than one (1) week of vacation to be scheduled, vacation will be scheduled in full day increments.
 - (c) All employees must indicate their choice of vacation in writing. The scheduling procedure will be as follows:

- (i) Round One

Seven (7) calendar days prior to February 1st, the Company will hand out to all full-time employees the vacation request form, for them to submit their choices of the two (2) weeks' vacation during "prime time" for the upcoming vacation year. "Prime time" is defined as the weeks containing May 1st to September 30th, Spring Break (as set by the Edmonton school boards), Christmas Day, and New Year's Day. All full-time employees will be entitled to two (2) consecutive weeks in prime time if requested. After February 1st, those employees who have not responded will lose their seniority for the purposes of scheduling prime time vacation, in Round One.

(ii) Round Two

Upon completion of Round One above, the Company will post the vacation calendar. The Company will hand out to all full-time employees the vacation request form, for them to submit their choices of the balance of their vacation throughout the upcoming vacation year, including remaining available weeks in prime time. Employees who do not respond within seven (7) calendar days will lose their seniority for the purposes of scheduling vacation.

(iii) Vacation requests received by the Company after Round One and Round Two have been completed will be considered in the order of date received. The Company will endeavor to have the vacation planner finalized and posted by April 1st of each year but no later than April 15th.

(iv) Once an employee has submitted their vacation request forms, as per Round One and Round Two, their choices can under no circumstances be changed.

(v) Employees absent on LTD, WCB, or STD will choose their vacation by seniority upon their return to work, from the available vacation weeks.

(vi) Employees that will be absent from work during the vacation selection process as defined by Round One and Two above, are responsible for providing their immediate Supervisor with their vacation choices by the appropriate dates.

9.3 (a) Once the vacation planner has been finalized and posted, employees may cancel their vacation to an available opening on the vacation calendar, to a maximum of two (2) times per

vacation year. An employee cancelling **their** vacation is required to provide the Company with at least one (1) week notice, unless the cancellation is due to an emergency for which the employee must provide adequate justification. The week that becomes open because of the cancellation will be posted for a period of twenty four (24) hours and awarded by seniority in the same department, classification, and shift.

- (b) Any vacation entitlement not scheduled by a full-time employee by February 1st of the current vacation year may be scheduled at the discretion of the Company.
- (c) The Company agrees to allow all full-time employees the opportunity to set aside one (1) full week of vacation entitlement to be scheduled as full days in less than one (1) week increment. The employee must request these days with at least one (1) week notice and will be scheduled by mutual agreement outside of prime time. No requests will be unreasonably denied. The Company will reply in writing within forty eight (48) hours of the request being made.
- (d) If a Statutory Holiday, as defined in Article 10.1, falls within the period of a full-time employee's vacation, **the employee will be scheduled to take four (4) days of vacation and receive STAT pay for the fifth (5th) day.**

The fifth (5th) day shall remain in the employee's vacation bank and shall be scheduled as a vacation day at any time during the year. Single days can be taken in Prime Time if there are available days, subject to operational requirements.

- (e) Vacation days are not cumulative and cannot be carried over from year to year. The Company shall pay the employee who has been unable of taking **their** vacation by April 30th, the vacation allowance to which **the employee** was entitled at April 30th.

Article 10 – Statutory Holidays

10.1 (a) The following days shall be considered holidays with pay for all employees:

New Year's Day

Good Friday

Canada Day

Labour Day

Remembrance Day

Boxing Day

Family Day

Victoria Day

Civic Holiday

Thanksgiving Day

Christmas Day

(b) Statutory Holidays shall be observed on days other than their calendar date when so proclaimed by the Federal, Provincial, Civic authorities, or where mutually agreed by the Company and the Union.

(c) In the event of a Statutory Holiday, the work week shall be reduced by the length of the normal work day for each holiday. The length of the normal work day will not change as a result of a Statutory Holiday.

(d) If a Statutory Holiday falls on an employee's regular day off, the employee will be granted a day off with pay. The day/days off will be scheduled on the working day or days immediately preceding the Statutory Holiday or immediately following the Statutory Holiday.

(e) In order to qualify for payment of any Statutory Holiday, full-time and part-time employees must have worked ***their*** regularly scheduled working day prior to and immediately following such Statutory Holiday, unless on sick leave. If on sick leave, the employee must supply a doctor's certificate if requested by the Company.

- (f) Part-time employees, who have been employed thirty (30) days or more, will be entitled to Statutory Holiday pay if they meet the criteria set in 10.1(e) and as set out below.

Part-time Employees Statutory Holidays

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

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

All part-time employees who have been employed thirty (30) calendar days or more and have worked less than twenty (20) hours per week in the four (4) weeks preceding the week in which a Statutory Holiday occurs, shall receive four (4) hours pay at ***their*** regular hourly rate for each holiday.

- (g) Except where Article 10.2 is in effect, all time worked by part-time employees on Statutory Holidays shall be paid at double (2X) time.

(h) **National Day for Truth and Reconciliation**

Employees may request unpaid time off to participate in the National Day for Truth and Reconciliation on September 30th each year. Requests for that day off shall be made by April 30th each year. The Employer will make

the final determination based on existing conditions and notify the affected employees by May 31st. Depending on the number of requests and the anticipated needs of the business, approval may be given by seniority. Requests will not be unreasonably denied.

- 10.2 (a) For all employees assigned to work the afternoon or night shifts, Statutory Holidays shall be observed in accordance with the following schedule:
- (i) Where the Statutory Holiday is proclaimed by Federal, Provincial, or Civic authorities to fall on any day Monday through Saturday, the holiday shall be observed on the employee's regular work day immediately preceding or immediately following the proclaimed day subject to operational requirements.
 - (ii) Where a Statutory Holiday is observed on a day other than that proclaimed by Federal, Provincial, or Civic authorities, the employee will be granted the observed day off with regular straight time pay and work performed on the proclaimed day will be paid at straight time.
 - (iii) Where the Statutory Holiday is proclaimed by Federal, Provincial, or Civic authorities to fall on a Sunday, the holiday shall be observed on the proclaimed day.
- 10.3 The Company shall not be obliged to make payment for a Statutory Holiday which falls within an employee's authorized leave of absence as defined in Article 11 of this Collective Agreement.

Article 11 – Leaves

11.1 Court Leave

The Company shall pay any employee who may be required to serve as a juror, or subpoenaed as a material witness, in any Court of Law, in the Province of Alberta, the difference, if any, between the amount **they** would have received for service normally rendered to the Company during the same period. If Court ends two (2) or more hours before quitting time, the employee must return to work.

Night shift employees will be granted the shift off immediately preceding the court appearance.

11.2 Election

All employees will be allowed time off work to vote in elections in accordance with the appropriate Municipal, Provincial, or Federal Election Acts.

11.3 Union Business

(a) Subject to operational requirements, the Company agrees to grant time off without pay for a maximum of four (4) employees (in total between the two building locations) selected to attend negotiations.

Subject to operational requirements, the Company agrees to grant time off without pay for employees selected for Union business. The Union will provide the Company with a minimum of two (2) weeks' notice. No request will be unreasonably withheld.

(b) The time spent on Union business by employees will be considered as time worked for all purposes under the Collective Agreement. The Union will reimburse the Company

for benefits and wages paid to the employees at the request of the Union.

11.4 Bereavement

- (a) In the event of death of a spouse (including common law and same sex partner), father, mother, child, step child, brother, sister, or legal dependent, and step parent, the employee will be granted time off with pay of five (5) working days.
- (b) In the event of death of a mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandfather, grandmother, grandmother-in-law, grandfather-in-law, or grandchild, the employee will be granted time off with pay of three (3) working days.

In the event of death of an aunt, uncle, the full-time employee will be granted time off with pay of one (1) day for bereavement.

In the event of death of an aunt, uncle, the part-time employee will be granted time off with pay of one (1) day for bereavement, if scheduled to work that day.

- (c) It is understood that in the case of a part-time employee, the compensation shall be at the average hours worked during the preceding four (4) weeks worked. In order to ascertain this benefit, the Company shall not be required to go back further than a preceding eight (8) week period.
- (d) Employees may request additional unpaid leave to use in conjunction with the foregoing. All requests shall be dealt with on an individual basis and will be subject to operational requirements. The length of absence shall be at the discretion of the Company.

