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THIS COLLECTIVE AGREEMENT made this _____ day of _____, **2023**.

BY AND BETWEEN:

SOBEYS *CAPITAL INCORPORATED*
Calgary Refrigerated Warehouse and Calgary Commissary

hereinafter referred to as the “Employer”

AND:

**UNITED FOOD AND COMMERCIAL WORKERS CANADA
UNION, LOCAL NO. 401**

hereinafter referred to as the “Union”

WHEREAS: The Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer and the employees covered by the terms of this Agreement and desire to provide methods of fair and amicable adjustment of disputes which may arise between them.

NOW THEREFORE: The Employer and the Union mutually agree as follows:

Article 1 – Purpose of Agreement

To set forth herein the agreement between the parties covering rates of pay, hours of work, and conditions of employment, to be observed by the Employer, its employees, and the Union during the term hereof.

Article 2 – Recognition and Jurisdiction

- 2.1 The Employer recognizes the Union as the sole Collective Bargaining Agent for all employees employed in the Calgary Refrigerated Warehouse and Calgary Commissary, but excluding office, clerical staff, quality assurance, inventory control (to a maximum of six employees), security staff, supervisory personnel.

Article 3 – Union Security

- 3.1 The Employer agrees to retain in ***their*** employ within the bargaining unit, as outlined in Article 2 of this Agreement, only members of the Union in good standing.

The Employer shall be free to hire new employees who are not members of the Union, PROVIDED said non-members, whether part-time or full-time employees, shall be eligible for membership in the Union, and shall make application on the first (1st) day of employment, and become members within thirty (30) days.

- 3.2 The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee ***their*** responsibility in regard to Union membership, and to provide the Union, in writing, with the name and address of each employee to whom they have presented the form letter, the Employer will inform all new employees that they must join the Union as outlined in Article 3.1 above.

The Union shall bear the expense of printing the letter, the contents of the letter to be such that it is acceptable to the Employer. The Employer further agrees to provide the Union,

once a month, with a list containing names of all employees who have terminated their employment during the previous month.

- 3.3 The Employer agrees there should be no discrimination in accordance with the provisions of the Alberta Human Rights Act.
- 3.4 The Employer retains the sole right to hire employees.
- 3.5 The Employer agrees that outside salesmen shall not assume duties that are normally performed by hourly paid employees.

The Employer agrees that:

- (a) Supervisor and those above the rank of Supervisor shall not assume duties that are normally performed by hourly paid employees except where such duties are limited to occasional work, negligible in amount, but such Supervisor shall in no way be restricted from work which,
 - (i) Is of confidential clerical nature.
 - (ii) Is for the purpose of instruction, experimentation, demonstration, investigation, replacement of an employee from their job during the day, sharpening knives, coping with an emergency. An emergency as here is contained shall not be construed as including work resulting from additional volume.
 - (iii) Is to overcome production difficulties caused by the absence of an employee. In such cases the Employer will obtain a suitable replacement within one-half (1/2) day unless a qualified replacement is not available.

- (iv) Is located in a remote department of the Warehouse requiring a separate Supervisor (maintenance department).

Article 4 – Deduction of Union Dues

- 4.1 The Employer agrees to deduct from the wages of each employee upon proper authorization from the employee affected, such initiation fees and Union dues, as are authorized by the Union. The Union agrees that should they propose a dues structure that cannot be administered by the Employer, the parties will meet to discuss a resolve.
- 4.2 The Employer further agrees to automatically deduct Union dues from the wages of all new employees. The employees shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions.
- 4.3 Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than twenty-one (21) calendar days following the end of the Employer's four (4) or five (5) week accounting period. ***The Employer will supply a report to the Union containing the following information on a mutually agreed data processing medium:***
 - (i) ***Full Name;***
 - (ii) ***Employee number;***
 - (iii) ***Status (Full-Time, Part-Time, Active, Inactive);***
 - (iv) ***Classification;***
 - (v) ***Facility Number;***
 - (vi) ***Social Insurance Number;***
 - (vii) ***Date of Birth;***

- (viii) Date of Hire;**
- (ix) Union Seniority Date;**
- (x) Vacation Date;**
- (xi) Termination Date and reason for termination;**
- (xii) Home Address (including City and Postal Code);**
- (xiii) Phone Number;**
- (xiv) Current Rate of Pay;**
- (xv) Hours worked in the period;**
- (xvi) Career hours in current classification;**
- (xvii) Union Dues Deducted for the Period; and**
- (xviii) Initiation Fees Deducted for the Period.**

4.4 The above dues and initiation fees shall be submitted electronically in a manner acceptable to both parties as soon as the Employer is technologically able to do so.

Article 5 – Basic Work Week and Overtime

- 5.1 The Employer reserves the right to schedule hours of operation, employee hours of work, rest periods, lunch periods, and overtime work, subject to the following provisions.
- 5.2 Subject to Article 5.6, the basic work week for full-time employees hired prior to January 9th, 2012 shall consist of forty (40) hours to be worked in five (5), eight (8) hour days, as scheduled by the Employer. Whenever possible, all employees shall have consecutive days off. Where consecutive days off are not possible, the Employer will include a Saturday or Sunday as one **(1)** of the scheduled days off.

Subject to Article 5.6, the basic work week for full-time employees hired after January 9th, 2012 shall consist of forty (40) hours to be worked in five (5), eight (8) hour days, as

scheduled by the Employer. Whenever possible, all employees shall have consecutive days off.

5.3 Daily hours of work shall be consecutive with the exception of rest and meal periods. No split shifts shall be worked.

5.4 The Employer shall post a weekly work schedule for all employees not later than Thursday 3:00 p.m. of each week for the following week. If a new work schedule is not posted by Thursday, 3:00 p.m., then the schedule already posted shall apply for the following week.

The schedule of an employee may be changed without notice in the event of an unscheduled absence of other employees, or in the event of emergencies such as fire, flood, breakdown in machinery, or other instances of “force majeure”. As an exception to this paragraph, full-time employees shall receive at least twenty-four (24) hours notice of any change or will be given four (4) hours additional pay given in lieu of notice.

5.5 The Employer agrees that **they** shall provide a time recording device for all employees to record their hours worked for payroll purposes, except time punched in before the regular starting time. Early starts shall be initialed by the Supervisor. Employees shall punch their own time at the time they commence and finish work, and the time they commence and return from meal periods and rest periods if so required.

Notwithstanding the foregoing and upon four (4) weeks’ notice to the Union, the Employer may introduce a time and attendance system.

5.6 Weekly Guarantee

- (a) The Employer agrees to guarantee full-time employees a minimum of forty (40) hours per week of pay in lieu of work exclusive of overtime, except as hereinafter provided.
 - (i) Notwithstanding the foregoing, the Union agrees that the Employer may reduce, at anytime, the straight time hours of work of any employee by up to six (6) hours per week. The Employer will first canvass for volunteers. If there are no volunteers, the reduction will begin with the most junior employee on shift in the classification and department. No full-time employee shall have **their** hours reduced when a part-time employee is working hours in their department in their classification that the full-time employee could work if **they are** qualified; in which event the part-time employee shall have **their** hours reduced. The foregoing shall not limit the Employer in employing sufficient part-time staff to operate the various departments in an efficient manner.
 - (ii) An employee who is excused from work for any part of a day or days, 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.
 - (iii) Employees on layoff notice shall be entitled to their guaranteed payment for the week in which notice is given and should notice extend into the subsequent week, then the guaranteed payment for such week shall be that fraction of the guaranteed hours pay which the normal hours for those days of the notice

occurring in such week is of forty (40). Extension of notice of layoff shall not prolong for more than two (2) weeks, otherwise the Employer will withdraw such notice and reissue to the employees so affected.

- (iv) In the event a layoff is deemed necessary in the Warehouse, the employee with the least seniority in the department shall be laid off limited however to the said classification as described in the Appendix "A". If there is a senior employee in the same department with the ability and qualifications to fill the vacancy created in the classification, they shall be given the opportunity to transfer. If the said employee(s) refuses said transfer, the Employer's obligation ceases.
- (v) The guarantee shall be the same in the holiday weeks as all others. Pay received for any public holidays, or in case of offshifts, day in lieu of, shall be considered as earnings for the purpose of calculating the guarantee. Unless such pay is for hours which fall outside an employee's schedule.
- (vi) In order to meet the demands of the business, the Employer will hire part-time workers excluded from the provisions of this Article. Part-time employees are eligible for membership in the Union. Where the work performed by part-time employees can be satisfactorily combined to permit the employment of a full-time employee, this will be done provided the employee can satisfactorily perform the work.

The Union may submit, and the Employer will consider alternative means of doing required work

rather than employ part-time employees and such matters may be subject to the grievance and arbitration procedures.

5.7 A part-time employee shall be an employee whose regular hours of work are less than forty (40) hours per week and **they** will not be covered by the provisions of Article 5.6 - Weekly Guarantee.

Full-time employees shall be considered senior to part-time employees for all aspects of the Collective Agreement. Seniority for part-time employees shall be defined as length of continuous service with the Employer in the department.

5.8 Overtime Pay

All time worked in excess of the daily hours, or the basic work week as defined in Article 5.2, shall be paid at the rate of time and one-half (1 1/2 X) the regular rate. Compensating time off shall not be given in lieu of overtime pay. When it is necessary to work overtime, the Employer will advise employees of such overtime as soon as possible and will endeavor to advise employees of such overtime by the middle of their normal daily hours. Notice of overtime or cancellation of overtime will also be posted. The rate of double time (2 X) shall apply to the employee's regular rate of pay for all employees after twelve (12) hours of work in one (1) day.

In the event that overtime is required in a particular department, then the overtime shall be offered to the most senior employees on shift in the department provided they have the ability and qualifications to perform the required overtime work. If the senior employees do not wish to accept the overtime, then the Employer shall have the right to assign such work in reverse order of seniority to employees who have the necessary qualifications and ability, and who are at work at the time.

Any employee, who is required to work on a sixth (6th) shift in any one (1) week, shall receive the overtime rate of pay in accordance with the above.

Any employee, who is required to work on a seventh (7th) shift in any one (1) week, shall receive the overtime rate of double time (2X) the regular rate.

5.9 Emergency Call-In

An employee who has left the Employer's premises, specially called outside their scheduled hours for emergency work, shall be through when the emergency is over. For such emergency work, being that outside of scheduled hours, they shall be paid four (4) hours at their job rate or for the hours actually worked at the overtime rate, whichever is the greater. An employee who is called in pursuant to the first paragraph shall stay for a minimum of two (2) hours, if requested and necessary, to ensure that the emergency has been remedied.

5.10 Rest Periods

Employees working a shift of seven (7) or more hours shall receive two (2) rest periods of fifteen (15) minutes each, with pay. Employees working a shift of four (4) hours, but less than seven (7) hours will receive one (1) rest period of fifteen (15) minutes, with pay. Rest periods shall be scheduled on the basis of one (**1**) before and one (**1**) after the meal, but shall not be combined with the meal period. Rest periods shall not begin until one (1) hour after commencement of work or following return from meal period or less than one (1) hour before either the meal period or the end of the shift as the case may be.

As an exception to the above, all commissary employees shall receive an additional three (3) minutes on each paid break to change.

5.11 Meal Periods

Meal periods of uninterrupted duration, without pay, should not be less than thirty (30) minutes in duration, not to exceed sixty (60) minutes, shall start not earlier than three (3) hours, nor later than five (5) hours after commencement of employee's shift.

Work performed over five (5) hours without a meal period shall be paid for at double time (2 X) of the employee's regular rate of pay.

5.12 Rest Periods, Meal Periods, and Supper Money during Overtime

When an employee is required to work more than one (1) hour, but not more than two (2) hours overtime in a day, they shall receive one **(1)** fifteen (15) minute rest break with pay to be scheduled by Management as near to the commencement of the overtime period as practical. It is understood overtime is paid to the nearest fifteen (15) minutes.

When an employee is required to work in excess of two (2) hours overtime, they shall be given an additional twenty (20) minutes meal break on Employer time immediately following the required paid rest break. If twenty-four (24) hours prior notice has not been given, they shall be paid seven (\$7.00) dollars supper money or be supplied a hot meal of equal value.

5.13 Compressed Work Week

The use of compressed work week schedules may be applied to departments. Implementation of a compressed work week will require the agreement of the Employer, Union, and the majority of the affected employees.

A compressed work week schedule will consist of daily regularly scheduled hours of ten (10) hours and total weekly hours of forty (40) hours, except as outlined in Article 5.6. The employee will receive extra scheduled days off compared to the Basic Work Schedule and such days shall be in lieu of overtime. For employees on a compressed work week schedule, all hours worked in excess of daily or weekly regularly scheduled hours of the compressed work week schedule shall be deemed as overtime. In accordance with Article 5.2, full-time employees working a compressed work week will have as a minimum, two (2) consecutive days off.

Employees working a normal ten (10) hour shift shall receive two (2) twenty (20) minute rest periods with pay, one (1) in the first half of the shift, and the other in the second half of the shift.

For employees working normal ten (10) hour shifts, when calculating Sick Leave or Paid Holidays, "a day" will be considered ten (10) hours.

5.14 Staff Meetings

Staff Meetings, whether on or off the premises shall be considered as time worked, and paid for accordingly, except meetings at which attendance is voluntary.

Article 6 – Statutory Holidays

6.1 The following days shall be recognized as Statutory Holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
First Monday in August	

and all other public holidays proclaimed by the Federal, Provincial, or Municipal Governments.

6.2 Provided that ***the employee*** works ***their*** scheduled hours as scheduled by the Employer for the days before and after the holiday, and the full assigned weekly hours for the week in which the holiday occurs, unless absent due to bona fide illness or accident or approved leave of absence (including Management approved leaving early), full-time employees shall receive eight (8) hours pay at their job rate for each such holiday. Such leave of absence as applicable herein shall be deemed to be for a period of twenty (20) working days or less.

6.3 The hours of work for employees in a week when a holiday occurs and as are recognized, as referred to in Article 6.1, shall be reduced by one (1) day for each holiday so recognized. It is clearly understood that the Employer will be under no restrictions regarding days off, shift schedule and days of operation during such weeks.

6.4 Pay for Work on Holiday

An employee entitled to Statutory Holidays with pay, if required to work on such a day, shall receive in addition to their regular

pay, two (2X) times their regular hourly rate for each hour worked on said holiday.

In a week in which one (1) Statutory Holiday occurs, the work week shall be reduced by one (1) day.

In a week in which two (2) Statutory Holidays occur, the work week shall be reduced by two (2) days.

All time worked in excess of such reduced work weeks shall be compensated for at time and one-half (1 1/2 X) of the employee's regular rate of pay.

6.5 Paid Holidays - Part-time Employees

Provided that they work their scheduled working days prior to and following the holiday, and the full assigned weekly hours for the week in which the holiday occurs, unless absent due to bona fide illness or accident or approved leave of absence (including Management approved leaving early), employees other than those working full-time shall, following thirty (30) calendar days from the date of employment, be paid for the number of hours they would normally have worked on such a day or days if it were not a holiday. The method for determining the normal hours worked shall be computed by averaging the hours worked on such days for the four (4) weeks immediately preceding the holiday.

Employees shall be paid the greater of what is listed above or the required entitlement under the Employment Standards Code.

6.6 Observation of Holiday - Saturday and Sunday

Where permitted under applicable labour legislation, if any, of the paid holidays fall on a Sunday, the Monday following shall be observed as the holiday and where Monday is also a holiday, the Tuesday will be observed as the holiday in lieu of Monday. Further, if the holiday should fall on Saturday, it is understood that such holiday will be observed on the Friday immediately prior to said holiday.

Upon reasonable notice by the Employer the foregoing may be varied by mutual agreement between the Employer and the Union. An Agreement between the Employer and the Union to vary the day on which the Holiday is observed will not adversely affect an employee who had scheduled a day off pursuant to Article 14.6.

The above paragraphs will not apply where the facility is in operation on a Saturday or Sunday. Where the facility is operating on a Saturday or Sunday and it is a paid holiday, the paid holiday will be recognized on the day it falls.

Article 7 – Wages

7.1 Basic hourly rates of pay and job classifications in Appendix “A” attached hereto and made part of the Agreement, shall remain in effect for the term of this Agreement.

7.2 New Job Classification

When new job classifications are established by the Employer, they shall be posted in accordance with Article 11.12 and a rate shall be set by the Employer with a written notification to the Union. If after a trial period of thirty (30) working days, the Union

deems the rate established to be unsatisfactory, the dispute shall be settled pursuant to the Grievance Procedure and Article 18, Arbitration as herein provided.

7.3 Rates of Relief Work

In the event an employee is required to perform duties for a period of more than one (1) hour in a day, in respect of which the rate of pay is higher than that paid to such employee, they shall receive as a minimum rate of pay, a rate that their total accrued hours to date entitles them to in the classification in which they are relieving. Whenever possible, the senior employee(s) within the department will be assigned temporary work in a classification that carries a higher rate of pay. ***For additional clarity, should a job opportunity that is normally a posted position become available during the shift (ex. the need for additional forklifts), employees qualified to perform the work, by seniority, will be given first priority to perform the assigned task.***

Employees working on scheduled overtime, including vacation, shall not bump any regularly scheduled employees from their posting, regardless of seniority.

It is understood that they shall receive this rate for all time so worked. If an employee is required to temporarily relieve an employee receiving a lower rate of pay, their rate shall not be changed. Employees temporarily relieving the lead hand shall receive the rate contained in the regular wage schedule.

It is the shared responsibility of the Supervisor and the Lead Hand to record hours worked in a relief capacity.

7.4 Night Shift Premium

An employee shall receive effective January 15th, 2012 a night shift premium of sixty-five (\$0.65) cents per hour for all full hours worked between 6:00 p.m. and 6:00 a.m. Such premium shall not be a part of their regular hourly job rate.

Freezer Premium

All employees required to work in the freezer shall receive effective July 28th, 2013, a premium of **one dollar and fifteen (\$1.15) cents** per hour for each full hour worked in the freezer.

Weekend Premium

For each full hour worked between 12:01 a.m. and midnight on Sunday, all employees hired prior to January 9th, 2012 shall receive a premium of **eighty-five (\$0.85) cents** per hour in addition to their regular hourly rate of pay. Such premium shall not be part of an employee's regular hourly job rate. The premium shall not apply for any hours for which overtime rates are paid.

7.5 Shift differential pay or premium rate for evening work which is overtime, shall be paid but not added to the employee's hourly rate of pay for the purpose of computing overtime pay.

7.6 Effective no earlier than January 1st, 2015, there shall be a regular bi-weekly payday by direct deposit. Deposits will normally be made by noon on Thursday. The Employer will notify the Union as soon as possible in the event that the payroll is delayed.

The employee shall be given an electronic statement showing pay period covered, gross earnings, and all deductions.

7.7 There shall be an interval of not less than ten (10) hours between shifts for all employees. An employee who is not allowed a ten (10) hour interval between shifts shall be paid at the rate of time and one-half (1 1/2X) for time worked prior to the expiry of the ten (10) hour interval.

7.8 Credit for Previous Experience

New employees may be classified according to previous comparable experience.

When an employee is transferred to a higher rated job classification, they will be paid the corresponding progression rate (start, **six** (6) month, **twelve** (12) month, **sixteen** (16) month, **twenty** (20) month, top rate) for that job classification.

Similarly when an employee is transferred to a lower job classification, they will be paid the corresponding progression rate for that job classification.

Article 8 – Leaves of Absence

8.1 Funeral/Bereavement Leave

(a) In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay, with consideration given to travel time for the purpose of attending the funeral. The length of such leave shall be at the discretion of the Employer. The term “immediate family” shall mean: spouse, parent/step parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandmother, grandmother-in-law, grandfather, grandfather-in-law, and grandchildren, or any relative

living in the household of the employee. In the event of the demise of an aunt or uncle, nephew or niece, an employee will be granted one (1) day leave of absence with pay to attend the funeral.

In the case of death of spouse, father, mother, or child/step child, the employee shall be entitled to, up to one (1) weeks leave of absence with pay for the purpose of bereavement.

Common law and same sex spouses are to be recognized by the Employer for the provisions of this Article.

- (b) Part-time employees shall be granted time off in the event of a death within the immediate family. The term "immediate family" shall include those relatives as defined in the above Article 8.1 (a). The length of such leave shall be determined by the Employer, with consideration given with respect to travel time. The time off, with pay, shall be determined on the basis of the hours that the employee was originally scheduled to work during the leave.

In the case of death of spouse, father, mother, or child/step child, the employee shall be entitled to, up to one (1) weeks leave of absence with pay for the purpose of bereavement.

Common law and same sex spouses are to be recognized by the Employer for the provisions of this Article.

8.2 Union Business

The Employer agrees to allow time off work without pay for delegates selected to attend seminars, Union conventions, Union business, and to attend negotiations. The Union will give

the Employer two (2) weeks written notice. Subject to operational needs, no request will be unreasonably withheld.

Time spent on Union business by employees, where the Employer is reimbursed by the Union, shall be considered as time worked for all purposes under the Collective Agreement.

8.3 Personal Leave

Leave of absence may be granted to an employee by the Employer for good and sufficient reason upon application by the employee provided the granting of such leave does not interfere with the requirements of the business. The employee will be advised of the Employer's answer within fifteen (15) days. If leave of absence is for a period of one (1) week or more, written application shall be made by the employee to the Employer and if the leave is granted by the Employer, it shall be confirmed in writing and a copy thereof sent to the Secretary of the Union. Leaves of absence will not normally be considered during Primetime (April 1st to September 30th).

8.4 Leave for Parents

(a) Maternity Leave

Employees may request a leave of absence without pay up to a maximum of **sixteen (16)** weeks because of pregnancy. Such request will be granted, provided the employee submits to **their** Employer, a request, in writing for such leave at least **six (6)** weeks prior to the date **they** intend to commence such leave, together with a certificate from a qualified medical practitioner, certifying that **the employee** is pregnant and indicating the estimated date of **birth**. Such leave may at **their** discretion commence **thirteen (13)** weeks or more (depending on medical

10.9 Workers' Compensation Board

Where a full-time employee is qualified for Workers' Compensation, the Employer shall make up the difference between the employee's straight-time earnings at their regular hourly rate of pay and what they receive from the Workers' Compensation Board for the first three (3) scheduled working days of absence from the job.

The Employer will advise the Union when an employee's Workers' Compensation claim is challenged.

10.10 Physical Examinations

Where the Employer requires an employee, or applicant for employment to take a physical examination, or related examinations, doctor's fees for such examinations shall be paid by the Employer. The first such examination shall be taken on the employee's own time. Any examination which is a direct follow-up to the first examination shall be taken on the Employer's time.

10.11 Return to Work after Illness

When an employee is unable to perform their regular job due to occupational or non-occupational accident or illness, the Employer and the Union agree to work together to find suitable alternate rehabilitative work for the employee within the bargaining unit.

An employee who returns to work after absence due to illness or injury must be returned to **their** job without loss of seniority when capable of performing **their** duties.

11.10 An employee's seniority shall terminate upon the occurrence of the following events:

- (a) Employee voluntarily resigns or is terminated.
- (b) Employee fails to return to work in accordance with recall procedure (Article 11.2 (c)), the Employer reserves the right to temporarily fill the position until the recall employee reports.
- (c) Employee has not been on the active payroll of the Employer for a period of twelve (12) consecutive months.
- (d) It will be the responsibility of each employee to keep the Employer and the Union advised at all times of *their* current address and telephone number, either temporary or permanent.

11.11 The Employer agrees to notify the Union, within five (5) working days, of all lay-offs, discharges, and recalls of employees.

11.12 When two (2) or more employees are hired on the same date, their seniority shall be determined by alphabetical order of surname, at date of hire.

In addition, where there are two (2) or more employees whose name begins with the same letter, the next letter will be used. Where the last names are the same, the first name of the employee will be used.

11.13 The Employer agrees to provide the Union with separate Seniority Lists with payroll numbers for each department when requested by the Union. The Seniority Lists to contain information as per Appendix "B" of this Collective Agreement.

11.14 When job vacancies occur, including that of Lead Hand, in a department and the Employer requires replacements, and when the Employer creates new job classifications, they shall be posted on the Bulletin Board in the employee lunch room within seven (7) days for a period of three (3) working days during which time applications may be made by the employees in the department as follows:

The job shall be posted for the department that has a vacancy for full-time applicants only. If there are no applicants then the job shall be posted for part-time employees in the department.

For the purpose of job posting, clerical positions within the warehouse will be considered to be a separate department. If no suitable applications are received, then the Employer may hire a person to fill the job. It is understood to apply for a posting in the Maintenance Department, an employee must be fully qualified and must either hold a valid Alberta certificate or a valid certificate from another Province. In the case of Lead Hand vacancies, the Employer retains the sole right to determine who is qualified for such vacancy.

Temporary appointments may be made by the Employer pending receipt of applications. Employees absent on vacation or on Union business shall be granted the right to bid for a job posting in their department during their absence for a period of thirty (30) days following the appointment to the job vacancy, or within three (3) working days after their return to work, whichever is the shorter period.

Subject to the foregoing paragraphs a period of no longer than one (1) month shall elapse between the close of competition for the posting and the filling of the job by the successful applicant.

An employee who received a promotion through the posting procedure shall not be permitted to apply again until six (6) consecutive months have elapsed. Only the original vacancy and the job from which the promotion was made shall be posted. Any vacancies created beyond the second posting will not be posted, but will be filled in accordance with the terms of Article 11.1.

An employee receiving a new job posting will be on a trial basis for up to sixty (60) working days. If they cannot perform the job satisfactorily, they shall be returned to their previous job, or at their own request. Unsuccessful applicants who wish to know why they were not selected to fill a particular job may ask for and will receive an explanation.

Job postings will include a description of the job and the shift. Copies of all such postings will be sent to the Union along with who the successful applicant was for a posting.

In the event that no employee in the department applies for a position as set out in above, the Employer agrees to consider applications made by employees from other departments prior to hiring new employees. In the event said employee is given the position, ***their*** seniority date for all aspects of the Collective Agreement with the exception of vacation entitlement will be the date they are appointed to the position in the new department.

11.15 Lead Person Postings

When a junior employee is chosen for a lead person posting, senior employees who are not awarded the position may request a meeting with the Employer and may request that a Shop Steward is present at the meeting. The purpose of the meeting will be to discuss the reasons why the employee was not chosen and areas for improvement.

accumulated during the employee's continuous service with the Employer. The credited hours will be balanced with the annual hours of a full-time employee (two thousand eighty (2080) hours for a forty (40) hour week) to establish the appropriate yearly credit for future vacation entitlement. Any portion of a full year of credit will be computed as follows:

- Employees with less than **half (1/2)** of a year of hours will have their credited service reduced to the last full year.
- Employees with exactly **half (1/2)** of a year of hours will have their credited service of half **(1/2)** of a year.
- Employees with more than **half (1/2)** of a year of hours will have their credited service increased to the next full year.

Article 15 – Working Conditions – General

15.1 A Joint Labour-Management Safety Committee, consisting of representatives of the Employer and the employees, shall be established and have at least five (5) employees selected from employees within the bargaining unit. The employee representatives will be selected to ensure that each department is represented. The Committee will consist of an even number of representatives from Management and the bargaining unit. The Employer shall chair and a Union member shall co-chair all meetings. The Employer shall record and post minutes of each meeting with a copy being sent to the Union office.

Regular meetings shall be held at least once a month, unless otherwise mutually agreed and no more than five (5) bargaining unit members as appointed by the Union shall take part in attendance at the meetings.

Disability, Workers' Compensation, maternity leave, or parental leave. Employees on a bona fide leave shall receive their signing bonus upon their return to work.

Warehouse – Hired Prior to January 31 st , 2017						
Hours	Current	January 29 th , 2023	January 29 th , 2024	February 2 nd , 2025	February 1 st , 2026	January 31 st , 2027
After 4000						
Order Selector	\$23.79	\$24.74	\$25.48	\$26.25	\$26.77	\$27.31
Clerical	\$23.79	\$24.74	\$25.48	\$26.25	\$26.77	\$27.31
Warehouse Person (Formerly Forklift Operator, Raymond Operator and Shipper Receiver)	\$24.11	\$25.07	\$25.83	\$26.60	\$27.13	\$27.68

Maintenance						
Classification	Current	January 29 th , 2023	January 29 th , 2024	February 2 nd , 2025	February 1 st , 2026	January 31 st , 2027
Journeyman Maintenance	\$37.45	\$38.95	\$40.12	\$41.32	\$42.15	\$42.99
3 rd Class Engineer	\$32.95	\$34.27	\$35.30	\$36.35	\$37.08	\$37.82
4 th Class Engineer	\$30.20	\$31.41	\$32.35	\$33.32	\$33.99	\$34.67
2 nd Year Apprentice (70% of Journeyman)	\$26.22	\$27.26	\$28.08	\$28.92	\$29.50	\$30.09
3 rd Year Apprentice (80% of Journeyman)	\$29.96	\$31.16	\$32.09	\$33.06	\$33.72	\$34.39
4 th Year Apprentice (85% of Journeyman)	\$31.83	\$33.11	\$34.10	\$35.12	\$35.82	\$36.54

Signed this _____ day of _____, **2023**.

For the Employer:

For the Union:

Employer Committee:

Joan Bain

Aaron Campbell

Vincenzo Contrada

Stephen Enslin

Jodie George

Scott McDonald

Christy Nolin

Paul van Steenberg

Bargaining Committee:

Melchor Amurao

Majok Anei Ayom

Carmelo Cabacungan

Alejandro Gutierrez

Elias Wisdom Kimara

Kelly-Joe Nicholson

Sam Pyo

Jeff Ible

Chris O'Halloran

This Agreement was ratified on **January 27th, 2023**.