

# COLLECTIVE AGREEMENT

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)

Renewal: ***January 27<sup>th</sup>, 2028***

<u>Table of Contents</u>		
<u>Article</u>	<u>Description</u>	<u>Page #</u>
1	Purpose of Agreement	1
2	Recognition and Jurisdiction	2
3	Union Security	2
4	Deduction of Union Dues	4
5	Basic Work Week and Overtime	5
6	Statutory Holidays	13
7	Wages	15
8	Leaves of Absence	18
9	Jury Service	27
10	Health and Welfare and Sick Leave	28
11	Seniority	39
12	Discipline and Discharge	49
13	Severance Pay	50
14	Vacations	52
15	Working Conditions - General	56
16	Union's Recognition of Management's Rights	62
17	Grievance Procedure	63
18	Arbitration	64
19	Non-Discrimination	65
20	Severability	65
21	Work Stoppages	65
22	Duration and Renewal	66
	Appendix "A" – Wages and Classifications	68
	Appendix "B" – Departments	74
	Letters of Understanding	75

[Click Here for Shareable Links](#)

<u>Alphabetical Index</u>		
<u>Description</u>	<u>Article</u>	<u>Page #</u>
Accumulated Sick Leave Benefits	10.1	28
Alcoholism, Drug Abuse, and Mental Illness	10.12	37
Arbitration	18	64
Basic Work Week and Overtime	5	5
<b><i>Citizenship Ceremony Leave</i></b>	<b>8.8</b>	24
<b><i>Compassionate Care Leave</i></b>	<b>8.10</b>	24
Compressed Work Week	5.13	12
Credit for Previous Experience	7.8	18
<b><i>Critical Illness Leave</i></b>	<b>8.7</b>	24
<b><i>Death or Disappearance of Child Leave</i></b>	<b>8.9</b>	24
Deduction of Union Dues	4	4
Dental Plan	10.3	31
Departments	Appendix "B"	74
Discipline and Discharge	12	49
<b><i>Domestic Violence Leave</i></b>	<b>8.11</b>	25
Duration and Renewal	22	66
Emergency Call-In	5.9	10
Family Leave	8.5	23
Food Safety/ <b><i>Occupational Health and Safety</i></b>	15.15	61
Freezer Premium	7.4	17
Funeral/Bereavement Leave	8.1	18
Good Friday – Letter of Understanding #3	LOU#3	77
Grievance Procedure	17	63
Group Life Insurance and Weekly Indemnity Benefits	10.4 (2)	32
Health and Welfare and Sick Leave	10	28
Hearing Aid Plan	10.8	35
Joint Labour/Management Committee	15.13	60
Jury Service	9	27
Lead Person	Appendix "A"	73
Lead Person Postings	11.15	45
Leave for Parents	8.4	20
Leaves of Absence	8	18

<u>Alphabetical Index</u>		
<u>Description</u>	<u>Article</u>	<u>Page #</u>
Long Term Disability	10.4 (5)	33
<b>Lump Sum Payments</b>	Appendix "A" (C)	69
Maternity Leave	8.4 (a)	20
Meal Periods	5.11	11
Medical, Group Insurance, and Weekly Indemnity Benefits	10.4	32
Military Leave	8.6	23
Modified Work	10.13	38
New Job Classification	7.2	15
<b>New Member Orientation</b>	<b>15.16</b>	62
New Scales	Appendix "A" (D)	71
Night Shift Premium	7.4	17
Non-Discrimination	19	65
Observation of Holiday - Saturday and Sunday	6.6	15
Overtime Pay	5.8	9
Paid Holidays - Part-time Employees	6.5	14
Parental/Adoption Leave	8.4 (b)	21
Part-Time Benefits	10.14	38
Part-time/Full-time Status	11.18	48
Paternity Leave	8.4 (c)	22
Pay for Work on Holiday	6.4	13
Personal Leave	8.3	20
Physical Examinations	10.10	36
Pre-Payment of Employer Benefits when going on Parental Leave	8.4 (d)	23
Purpose of Agreement	1	1
Rates of Relief Work	7.3	16
Recognition and Jurisdiction	2	2
Relief Supervisors	11.16	46
Rest Periods	5.10	10
Rest Periods, Meal Periods, and Supper Money during Overtime	5.12	11
Restricted/Unrestricted Part-Time Employees	11.17	47
Retirement Plan	10.2	29

<u>Alphabetical Index</u>		
<u>Description</u>	<u>Article</u>	<u>Page #</u>
<b><i>Retroactive Pay</i></b>	Appendix "A" (A)	68
Return to Work after Illness	10.11	36
Seniority	11	39
Severability	20	65
Severance Pay	13	50
Severance Pay on Closing of Warehouse	13.1	50
Single Days of Vacation Protocol – Letter of Understanding <b>#2</b>	<b>LOU#2</b>	76
Staff Meetings	5.14	12
Statutory Holidays	6	13
Supplementary Health Services Plan	10.4 (3)	33
Union Business	8.2	19
Union Representational Rights	15.12	60
Union Security	3	2
Union Warehouse Visits	15.5	58
Union's Recognition of Management's Rights	16	62
Vacation – Letter of Understanding <b>#1</b>	<b>LOU#1</b>	75
Vacations	14	52
Vision Care	10.4 (4)	33
Wage Increases	Appendix "A" (B)	68
Wages	7	15
Wages and Classifications	Appendix "A"	68
Wearing Apparel	15.9	59
Weekend Premium	7.4	17
Weekly Guarantee	5.6	7
Work Stoppages	21	65
Workers' Compensation Board	10.9	36
Working Conditions - General	15	56

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

requirements) prior to **birth** and the period, if any, between the date of **birth** mentioned in the certificate and the actual date.

Employees will continue to accrue seniority while on maternity leave.

Employees will have the option of maintaining their coverage under the Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave.

Where a pregnant employee, who has qualified for group benefits, is disabled and cannot perform **their** regular duties, **they** may apply for sick benefits/group insurance benefits as per the Collective Agreement.

The employee, when returning to work at the end of **their** leave (maternity or parental leave) shall give the Employer **four (4)** weeks notice of date of return and submit a certificate from **their** doctor, indicating that **their** resumption in employment will not, in **their** opinion, endanger **their** health.

Employees, who commence maternity leave, will have benefits reinstated upon return to work.

The employee shall be returned to **their** former position at the completion of **their** leave of absence.

(b) Parental/Adoption Leave

An employee may request a parental or adoption leave of absence, without pay, for the care and custody of a newborn child or an adoptive child under the law of the Province. Such leave of absence will be to a maximum of

**sixty-two (62)** weeks. Further, such leave of absence shall be granted provided the employee requests the leave in writing at least two (2) weeks before the date specified in the application as the date the employee intends to commence the leave. The leave will be taken during the first **seventy-eight (78)** weeks after the birth of the child, or in the case of adoption, after the child comes into the custody of the employee.

The employee shall continue to accrue seniority while on such leave.

Employees will have the option of maintaining their coverage under the Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave.

Employees who choose not to maintain their benefit coverage under the Employer benefit plan, will have their benefits reinstated upon return to work.

The employee, when returning to work, shall give the Employer **four (4)** weeks notice of return to work.

The employee shall be returned to **their** former position at the completion of **their** leave of absence.

(c) Paternity Leave

An employee about to become a father shall be entitled to an unpaid leave of absence of up to two (2) days at the time of the birth of **their** child.

(d) Pre-Payment of Employer Benefits when going on Parental Leave

Those employees wishing to maintain their coverage under the Employer benefit plan while on parental leaves, must pre-pay the cost of those benefits prior to commencing such leave by either paying the full amount or by providing up to four (4) post-dated cheques.

8.5 Family Leave

An employee who has been employed for at least thirty (30) days is entitled to up to five (5) days of unpaid leave during each calendar year to meet responsibility related to:

- (a) The care, health, or education of a child in the employee's care or;
- (b) The care or health of any member of the employee's immediate family.

An employee wishing to take a family leave must give the Employer as much notice as reasonable and practicable in the circumstances. The Employer may require the employee to provide reasonable verification of the necessity of the leave.

8.6 Military Leave

An employee who is a member of the Canadian Armed Forces and who is called to active duty will be granted a leave of absence.

## **8.7 Critical Illness Leave**

***Employees will be entitled to take Critical Illness Leave. Notification, eligibility, definition of family member, and duration requirements shall be as per Alberta Employment Standards legislation.***

## **8.8 Citizenship Ceremony Leave**

***(1) An employee who has been employed for at least ninety (90) days is entitled to up to a half (1/2) day of unpaid leave to attend a citizenship ceremony to receive a certificate of citizenship, as provided for under the Citizenship Act (Canada) and regulations made under that Act.***

***(2) Before taking a leave under this Article, the employee must give the Employer as much notice as is reasonable and practicable in the circumstances.***

## **8.9 Death or Disappearance of Child Leave**

***Employees will be entitled to take Death or Disappearance of a Child Leave. Notification, eligibility, definition of family member, and duration requirements shall be as per Alberta Employment Standards legislation.***

## **8.10 Compassionate Care Leave**

***Employee(s) who have been employed for at least ninety (90) days will be allowed up to twenty-seven (27) weeks of compassionate care leave without pay for the purpose of providing care or support to a gravely ill family member. The employee must also provide a medical certificate stating that the eligible family member has a serious***

***medical condition with a “significant risk of death within twenty-six (26) weeks”, and that the family member requires care or support from one (1) or more family members.***

***Notification, eligibility, definition of family member, and duration requirements shall be as per Alberta Employment Standards legislation.***

## **8.11 Domestic Violence Leave**

***(1) For the purposes of this Article, domestic violence occurs when an employee, the employee’s dependent child, or a protected adult who lives with the employee is subjected to any of the acts or omissions listed in Article 8.11 (2) by another person who:***

- (a) is or has been married to the employee, is or has been an adult interdependent partner of the employee, or is residing or has resided together with the employee in an intimate relationship;***
- (b) is or has been in a dating relationship with the employee, regardless of whether they have lived together at any time;***
- (c) is the biological or adoptive parent of one (1) or more children with the employee, regardless of their marital status or whether they have lived together at any time;***
- (d) is related to the employee by blood, marriage, or adoption, or by virtue of an adult interdependent relationship, regardless of whether they have lived together at any time; or***

- (e) resides with the employee and has care and custody over the employee pursuant to an order of a court.**
  
- (2) The following acts and omissions constitute domestic violence for the purposes of this Article:**
  - (a) any intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person;**
  - (b) any act or threatened act that intimidates a person by creating a reasonable fear of property damage or injury to a person;**
  - (c) conduct that reasonably, in all circumstances, constitutes psychological or emotional abuse;**
  - (d) forced confinement;**
  - (e) sexual contact of any kind that is coerced by force or threat of force;**
  - (f) stalking.**
  
- (3) An employee who is a victim of domestic violence is entitled to unpaid domestic violence leave of up to ten (10) days in a calendar year.**
  
- (4) An employee may take domestic violence leave for one (1) or more of the following purposes:**
  - (a) to seek medical attention for the employee or the employee's dependent child or a protected adult in respect of a physical or psychological**

- injury or disability caused by the domestic violence;***
- (b) to obtain services from a victim services organization;***
  - (c) to obtain psychological or other professional counselling for the employee or the employee's dependent child or a protected adult;***
  - (d) to relocate temporarily or permanently;***
  - (e) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;***
  - (f) any other purpose provided for in the regulations to the relevant legislation.***
- (5) Before taking a leave under this Article, the employee must give the Employer as much notice as is reasonable and practicable in the circumstances.***

## Article 9 – Jury Service

- 9.1 An employee summoned to jury duty, jury selection, or subpoenaed as a witness shall be paid the difference between the amount paid for such service and the amount of basic wages they would normally have earned had they been scheduled to work on such days. The employee shall report for work when not required by the Court providing there is not less than two (2) hours remaining in ***their*** normal work shift. Time worked on the job in excess of eight (8) hours combined with such service and



time worked on the job in one **(1)** day shall be considered overtime and paid at applicable overtime rates.

In order to be eligible for the foregoing benefit, an employee must notify their Supervisor, as soon as possible after receipt of notice, of selection for jury duty or after receipt of subpoena to appear as a witness.

## Article 10 – Health and Welfare and Sick Leave

### 10.1 Accumulated Sick Leave Benefits

- (a) Full-time employees shall accumulate sick leave credits at the rate of four (4) hours for each month of employment up to a maximum of two hundred eight (208) hours. Effective January 1st, 1990 notwithstanding the foregoing, an employee shall not accumulate sick leave credits during any month that they are absent due to non-occupational sickness or accident. Credits shall commence to accumulate from date of full-time employment, but can only be applied after completion of a three (3) month full-time employment eligibility period.

Sick leave pay will only be paid for the **first**, second, or third working day of any illness to which sick leave credits apply.

- (b) The Employer may require the employee to provide a doctor's certificate verifying any absence due to disability and/or illness.
- (c) The Employer shall apply any accumulated sick leave of absences due to sickness not covered by INSURED WEEKLY INDEMNITY BENEFITS (or similar benefits)

and may supplement Weekly Indemnity Benefits (or similar benefits) with unused SICK LEAVE CREDITS in an amount equal to but not to exceed the employee's normal earnings.

- (d) Employees, if found abusing this privilege, shall be disciplined by the Employer. In such cases, the Employer may discontinue or reduce the benefit of the employee or terminate the employee. However, such discontinuance, reduction, or termination shall be subject to the grievance procedure.
- (e) Full-time employees shall, on request, be given an accurate record of their accumulated sick leave credits.

## 10.2 Retirement Plan

The Employer agrees to participate in and contribute to the Canadian Commercial Workers' Industry Pension Plan:

- (a) Effective July 1st, 2015, the Employer agrees to contribute to the Canadian Commercial Workers Industry Pension Plan one dollar forty-five (\$1.45) cents per hour for all hours worked or paid by the Employer to its employees in the bargaining unit including any overtime hours worked in a week (to the maximum of the basic work week), vacation, Statutory Holidays, sick days (not including Weekly Indemnity, LTD, or other similar indemnifications), jury duty, and any paid leave of absence required under the terms of the Collective Agreement.

Contributions are required for each hour overtime is worked and paid to the extent the cumulative hours worked and paid to not exceed the basic work week.

The maximum number of hours for which contributions are to be made in a week is the maximum number of hours of the basic work week for a full-time employee.

In addition, effective July 1st, 2015, employees will make contributions based on the number of years of continuous service in the Plan as follows:

<u>Period of Continuous Service</u>	<u>Employee Contribution Rate</u>
Less than <b>two</b> (2) years	<b>zero</b> (\$0.00) <b>cents</b> per hour
<b>Two</b> (2) years but less than <b>eight</b> (8) years	<b>twenty-two</b> (\$0.22) <b>cents</b> per hour
<b>Eight</b> (8) or more years	<b>forty</b> (\$0.40) <b>cents</b> per hour

- (b) Effective January 1st, 2002, contributions paid with respect to part-time vacation pay shall be remitted on an annual basis within one (1) calendar month of part-time employees receiving their vacation pay.

It is understood that contributions paid with respect to part-time vacation pay shall only be made on behalf of employees who are in the employ of the Employer as of the date vacation pay is paid.

Contributions paid with respect to part-time vacation pay shall be based on the percentage of vacation pay paid under the applicable Collective Bargaining Agreement, (e.g. **four** (4%) **percent**, **six** (6%) **percent**, etc.) of the hours worked in the previous year multiplied by the cents per hour contribution rate on the above effective date as indicated in Article 10.2 (a) (e.g. an employee having

worked or been paid for one thousand (1000) hours in the previous year and who was entitled to four (4%) percent vacation pay would be entitled to receive an additional forty (40) hours' credit into **their** previous yearly total). The C.C.W.I.P.P administrator would credit said part-time employee with forty (40) additional hours and received forty (40~~X~~) times the applicable contribution rate from the Employer. Therefore, for the previous year the employee, in this example, would be credited with a total of one thousand forty (1040) hours.

- (c) The above rates of contribution shall be in addition to any obligation which the Employer may have to the C.C.W.I. Pension Plan in respect to **their** "initial past service liability" to provide past service benefits.
- (d) Contributions, along with a list of employees for whom they have been made, the amount of weekly contribution for each employee, and the number of hours worked or paid according to the above (a) to (c), shall be forwarded by the Employer within the twenty-one (21) days after the close of the Employer's four (4) or five (5) week accounting period. The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.

### 10.3 Dental Plan

Coverage under the Union Plan shall be determined by the Trustees of the Plan. The Employer agrees to contribute to the Dental Plan forty-three (\$0.43) cents per hour for all hours paid by the Employer to members of the bargaining unit (hours paid shall include hours worked, vacation, General Holidays, sick days [not including Weekly Indemnity], jury duty, bereavement leave, etc.) to a maximum of forty (40) hours per week.

The Employer and the Union agree to the original method of selection of Employer and Union Trustees to administer the Plan. It is agreed that the terms of the Plan and its administration will be entirely the responsibility of these original Trustees or their valid replacements, provided that the Plan is administered consistently with this Collective Agreement subject to any applicable Government Law or Regulation and with the intention of meeting all of the requirements for continued registration under the Income Tax Act of Canada. Subject to the foregoing, the Employer and the Union agree to be bound by the actions taken by the Employer and the Union Trustees under the Plan.

#### 10.4 Medical, Group Insurance, and Weekly Indemnity Benefits

The Employer agrees during the term of this Collective Agreement to make available the following benefits or similar benefits as mutually agreed upon between the Union and the Employer to eligible full-time employees:

1. A.H.C.I. or such other Medical Plan that will provide similar benefits.
2. Group Life Insurance and Weekly Indemnity Benefits

Effective for new disabilities commencing after August 1st, 2000, Weekly Indemnity payments to be in the amount of sixty-six and two thirds (66 2/3%) percent of the straight-time weekly wage.

Effective for new disabilities commencing after January 9th, 2012, Weekly Indemnity payments to be in the amount of seventy (70%) percent of the straight time weekly wage.

3. Supplementary Health Services Plan

Effective May 1st, 1985, the Employer will provide a supplementary health services plan, which includes prescription coverage of seventy (70%) percent through a drug reimbursement plan.

4. Vision Care

The Employer shall institute a Vision Care Program which will provide up to **two hundred (\$200.00)** dollars effective January 15th, 2012 for expenses incurred for eyeglasses and frames limited to one (1) expense in a twenty-four (24) consecutive month period for each person insured with the additional provision that the aforementioned maximum benefit is annual where the claimant is the employee's child under fourteen (14) and there is a change in the prescribed lens. **Reimbursement for an eye exam (to a maximum of sixty (\$60.00) dollars) and for corrective lenses will be up to a combined maximum of two hundred (\$200.00) dollars (with no deductible) in a twenty-four (24) month period.**

Reimbursement will not be provided for any expenses incurred for sunglasses, safety glasses, or any form of eyeglasses provided for cosmetic or aesthetic purposes.

5. Long Term Disability

The Employer shall implement a Long Term Disability Plan for full-time employees. The cost of the Plan shall be borne by the Employer. The benefit period commences on the first day immediately following the exhaustion of Weekly Indemnity and Unemployment Insurance Benefits.

Benefits are payable to the earliest of: attainment of age **sixty-five** (65), death, recovery or attainment of that age at which the employee may retire from any private pension plan to which the Employer contributes on an unreduced pension or the equivalent of an unreduced pension through a supplemental payment.

The total disability income is equal to fifty (50%) percent of base weekly earnings at the date of disability up to a maximum of one thousand (\$1,000.00) dollars per month.

For all disabilities occurring on or after June 12th, 2009, the maximum will be increased to one thousand six hundred (\$1,600.00) dollars per month.

For all disabilities occurring on or after August 28th, 2010, the maximum will be increased to one thousand eight hundred (\$1,800.00) dollars per month.

The total disability income is inclusive of any disability payments, including lump sum payments, from Government sponsored Plans. Government sponsored Plans include Workers' Compensation, Canada Pension Plan, Quebec Pension Plan, or any other group disability Plan or income replacement program, the cost of which the Employer is or may be required to contribute by Law or Collective Agreement. The amount of any payment received from the Canada Pension Plan or the Quebec Pension Plan are to be frozen at the commencement of disability so that subsequent increase in CPP/QPP will not further reduce benefit payments under the Long Term Disability Income Plan.

It is understood and agreed that all matters of eligibility, coverage, and benefits shall be as set out in the Plan and

as determined by the carrier. The Employer to pay one hundred (100%) percent of cost, as above.

10.5 A full-time employee reduced to part-time shall be eligible for benefits to which they may be entitled as set out in the Plan referred to in Article 10.4.

10.6 The Employer agrees to advise the Union, in writing, of the Employer's Weekly Indemnity and Group Insurance Plan for all eligible employees covered by this Agreement, and of such changes as may be made from time to time.

The parties agree that the full amount of the reduction in the U.I.C. premiums, resulting from the registration of the Employer Group Insurance Plan, will be applied towards the cost of Welfare Plan Benefits.

10.7 Should the Federal or Provincial Government introduce legislation, the effect of which is to supplement or overlap existing Welfare Plans, the parties signatory to this Agreement agree to immediately discuss modification so that the total cost of the combined Plans shall be limited to the level outlined in this Collective Agreement, and the Employer's contribution will accordingly be reduced by the amount of the supplement. Such change shall be effective as of the date that the Plan involved is altered because of legislation referred to above.

10.8 Hearing Aid Plan

The Employer will implement a Hearing Aid Plan. The Plan will provide for the purchase of Hearing Aids obtained on the written prescription of a physician certified as an audiologist, not exceeding five hundred (\$500.00) dollars per person during the entire time the person is insured. There shall be no deductible payable by the employee.



## 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.

Upon recuperation from an accident or illness, an employee will give the Employer as much notice as possible of **their** intention to return to work.

It is the intention of the parties to be available to meet to discuss the particular circumstances of an employee who is disabled and unable to perform their regular duties. The parties shall exchange information relevant to returning the employee to productive work where practical.

The Employer will give the Union ninety (90) days notice of its intention to terminate an employee for absence due to illness or injury. A copy of the notice will be mailed to the employee's last known address.

#### 10.12 Alcoholism, Drug Abuse, and Mental Illness

The parties agree that given the potentially dangerous work environment in the Warehouse the possession of and/or use of alcohol, drugs (other than those drugs that have been specifically prescribed by an accredited Medical Doctor in the Province of Alberta) or other mind and/or behavior altering substance(s) by any employee during the work day, or prior to that work day where it leaves the employee with residual impairment is not consistent with the safe operation of the Warehouse and is a disciplinary offense.

Notwithstanding the foregoing the Employer recognizes that alcoholism, drug addiction, and mental illness are illnesses which can respond to therapy and treatment. An employee so affected shall:

- (a) Recognize **their** obligation to seek recognized medical treatment when **their** illness has an adverse effect on

***their*** ability to satisfactorily perform the regular duties assigned to ***them***, and

- (b) Agree to faithfully maintain any course of recognized medical treatment or therapy prescribed for ***them***.

If the employee does not respond to treatment within a reasonable time or the employee is unable to satisfactorily perform the regular duties assigned to ***them*** following treatment, the Employer shall have the right to terminate the employee subject to the grievance and arbitration procedure.

#### 10.13 Modified Work

On the first day that an employee reports to the workplace on a modified work program, after an initial visit to a doctor, there shall be a meeting involving the employee, the employee's immediate Supervisor, a representative(s) of the Employer, and a Shop Steward. The Union Business Representative may also attend. At this meeting, the parties will be made aware of the employee's modified work. The discussion will include, but not be limited to, the specific duties to be performed, the limitations that have been placed on the employee's activities, the duration of the modified work program, and the process to be used in monitoring the employee's progress. At no time during this meeting is the nature of the medical to be discussed.

#### 10.14 Part-Time Benefits

A part-time employee who has worked an average of thirty-two (32) hours per week for thirteen (13) consecutive weeks shall be eligible for the following:

- (a) Group Life Insurance and Weekly Indemnity Benefits.

Life Insurance will be in the amount of five thousand (\$5,000.00) dollars. Weekly Indemnity benefits will be based on a prorated full-time benefit (i.e. the employees most recent 13 weekly average of hours worked as a % of 40 x full-time benefit).

- (b) Alberta Health Care.
- (c) Supplementary Health Services Plan including prescription coverage of seventy (70%) percent through a reimbursement plan.
- (d) Vision Care as described for full-time employees.
- (e) Hearing Aids as described for full-time employees.  
Part-time employees who at June 12th, 2009 were qualified for the Group Benefit Package will retain benefits held and will maintain eligibility for Group Benefits, unless voluntarily restricting their availability even though their hours of work per week average less than thirty-two (32) hours over thirteen (13) consecutive weeks.

Part-time employees who qualify for the Group Benefit Package will lose benefits or pay one hundred (100%) percent of the cost of benefits if they do not maintain an average of thirty-two (32) hours per week for thirteen (13) consecutive weeks.

## Article 11 – Seniority

- 11.1 (a) In job postings, layoffs, reduction to part-time, and recall of full-time employees, length of continuous service in the department with the Employer shall govern unless there is a less senior full-time employee in the department

whose fitness, qualifications and ability to perform the job are greater.

- (b) Department Seniority shall be applied in determining promotions, demotions, and transfers within a department.
- (c) Department Seniority shall be applied in determining permanent layoffs and closure as per Article 13.
- (d) The parties agree that notwithstanding anything to the contrary in this Article, department seniority for full-time employees shall be defined as length of continuous service with the Employer in the department as a full-time employee. Department seniority for part-time employees shall be defined as length of continuous service with the Employer in the department. Full-time employees will be considered senior to part-time employees in all respects.

11.2 Full-time employees who are laid off or reduced to part-time in accordance with the above provision shall be called to work in order of length of service provided:

- (a) They are capable of performing the work.
- (b) Subject to **Article 11.2** (e), not more than twelve (12) months has elapsed since the last day worked by the employee.
- (c) The Employer shall notify the Union if they cannot contact an employee with seniority, and shall provide the Union with the last known address and telephone number of such employee in order to ensure that every endeavor has been made to call the employee to work. If the Union is unable to contact the employee within five (5) working

days immediately following receipt of advice from the Employer, or if the employee is contacted and refuses the employment without proper and sufficient reason by the end of the five (5) day period, the employee will be dropped from the Seniority List. The twelve (12) months or the five (5) day deadline, respectively, shall be extended if upon recall an employee is unable to report due to illness or accident. Any extension granted shall only be for the duration of the illness or incapacity from accident and the Employer may require the employee to provide written confirmation from a doctor of such illness or accident.

- (d) Such employees rehired within twelve (12) months of their lay-off shall retain their previous length of service for the purpose of this Article.
- (e) Employees who have suffered a non-work-related injury following their lay-off and are unable to report for work when recalled will retain their right to recall for an additional six (6) months. An employee must be prepared to substantiate *their* case through a medical report.

11.3 The Employer, when reducing hours of work, agrees it will not reduce the regular scheduled hours of full-time employees for the purpose of replacing such hours with part-time.

Full-time employees who are laid off or reduced to part-time status shall be offered any available part-time work in their respective department before new part-time employees are hired.

11.4 The Employer will endeavor to give two (2) week's written notice, but not less than one (1) week's notice, prior to changing an employee's status from full-time to a part-time basis.

11.5 Part-time employees will be scheduled and called in by department in order of seniority. The minimum shift for a part-time employee will be four (4) hours.

Subject to their ability to perform the work, senior part-time employees within a department will be given the opportunity to relieve for full-time employees who are absent from work in that department.

11.6 A full-time position shall exist for all purposes of the Collective Agreement when an employee has worked an average of thirty-two (32) hours per week for thirteen (13) consecutive weeks (exclusive of replacement hours caused by the absence of a full-time employee on W.I., W.C.B., L.T.D., or Leave of Absence to a maximum of six (6) months).

11.7 Part-time employees shall not be scheduled or employed to the extent that their work results in the displacement of or prevents the hiring or recall of full-time employees.

A full-time employee will not be sent home prior to completing an eight (8) hour shift when there are part-time employees performing work in the department that the full-time employee could do, if qualified, to complete their shift.

11.8 When a full-time position is created or becomes available, part-time employees in the department will be afforded the opportunity to post into the position by seniority.

11.9 Any full-time or part-time employee, who is laid off or fails to receive hours of work to which they are entitled according to the foregoing understanding, shall be compensated for the hours involved in any such violation at their regular rate of pay.

- 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.

## 11.16 Relief Supervisors

- (a) Supervisors and relieving Supervisors shall not perform bargaining unit work except as provided in Article 3.5. Relief Supervisors shall be used only to relieve Supervisors absent from the work place for illness, vacation, or special meetings, unless otherwise agreed to by the Union and the Employer.
- (b) When a Supervisor is absent from the work place for one (1) full day or more of their regular work week for illness, vacation, or special meetings, the Employer may appoint a bargaining unit member to act in a relief capacity or for the purpose of training. Training will not exceed a period of ninety (90) calendar days. Relief Supervisors shall be designated and perform their duties for either one (1) or more full days or one (1) or more full work weeks and shall not return to their former bargaining unit position during those periods of time. For any employee acting in the capacity of a Relief Supervisor, benefits shall continue to accrue and shall be paid by the Employer with no loss of coverage.
- (c) Relieving Supervisors shall be paid a premium of one dollar fifty (\$1.50) cents per hour above the highest regular classified rate in the department for all hours worked as a Relief Supervisor.
- (d) Relieving Supervisors may direct the work force but shall not discipline employees, except that they may send employees home for just cause. Discipline shall be referred to permanent Management.

- (e) Except as provided above, relieving Supervisors shall be considered to be bargaining unit members for all purposes of the Collective Agreement.
- (f) No employees shall be required to be a relieving Supervisor.
- (g) When an employee works in a relief capacity for a Supervisor, hours that they would have worked in the bargaining unit shall be scheduled to employees as per the Collective Agreement.
- (h) All relieving Supervisors' names shall be clearly noted on work schedules.

#### 11.17 Restricted/Unrestricted Part-Time Employees

Part-time employees will be required to declare their availability when they are hired and, as a minimum be available both Saturday and Sunday (Friday Midnight to Sunday Midnight). Restricted part-time employees will be assigned their date of hire as a seniority date for the purposes of scheduling if they lift their restriction.

Unrestricted part-time employees will be scheduled before restricted part-time employees.

Should two (2) or more employees have the same seniority date, they will be scheduled according to their employment date. Should two (2) or more employees have the same employment date, they will be scheduled alphabetically by their last name.

When the Employer posts a full-time position, and the position is offered to the part-time employees, it will be offered first to

part-time employees who are unrestricted at the time of the posting, then to restricted part-time employees.

When the Employer requires additional employees to work, they will call in part-time employees in order of seniority regardless of their restrictions.

Any part-time employee can change their availability four (4X) times per year by obtaining a new Availability Form from their Department Supervisors and submitting it at least three (3) weeks prior to the effective date.

Part-time employees will be required to work according to their most recent declaration of availability. Employees cannot limit or further limit their availability between November 15th and the end of the year.

The Employer will indicate on the schedule which employees are restricted.

Upon request, the Employer will allow the Union to review and photocopy completed Availability Forms of the restricted employees.

#### 11.18 Part-time/Full-time Status

Should a full-time employee reduce themselves to part-time status and subsequently decide that they want to return to full-time status, their seniority date for all aspects of the Collective Agreement with the exception of vacation entitlement will be their most current date that they returned to full-time status provided there has been no break in Employer service.

## Article 12 – Discipline and Discharge

- 12.1 No employee shall be disciplined or terminated without just cause. Disciplinary warnings shall be in writing and a copy shall be given to the employee. An employee will be informed of the reasons for their termination, suspension, or disciplinary warning. The Union will be notified in writing of all terminations, suspensions, or disciplinary warnings.
- 12.2 In the event that any employee has been terminated without just cause, they shall be reinstated and shall receive pay for time lost following termination and prior to reinstatement, in an amount sufficient to make up the difference between any monies received by that employee concerning employment, and their full pay.
- 12.3 Termination of any employee during the first ninety (90) calendar days of **active regular duty**, or any extended period mutually agreed upon shall not be subject to challenge by the Union or the employee under the terms of this Collective Agreement and the grievance procedure will not be applicable in such termination.

***Time spent on Weekly Indemnity claims, WCB claims, or modified duties will not count towards the probationary period. Should a probation period be extended beyond the first ninety (90) calendar days as a result of the preceding sentence, the Employer will notify the Union Labour Relations Officer.***

***The Employer shall abide by the Alberta Human Rights Act in cases involving the termination of probationary employees.***

**12.4 No discipline notices are to remain on an employee's file after twenty-four (24) months and are not to be used in disciplinary proceedings.**

Article 13 – Severance Pay

**13.1 Severance Pay on Closing of Warehouse**

In the event there is a permanent closure of the Warehouse, or part thereof, causing a full-time employee to lose their employment, the Employer hereby agrees to pay such an employee severance pay at **their** regular rate of pay according to the following schedule:

<u>Full-Time Consecutive Service</u>	<u>Severance Pay</u>
Up to one (1) year	One (1) week
Over one (1) year	One (1) week's pay for every year of full-time service to a maximum of twelve (12) weeks

This Article does not apply to a temporary layoff, full-time employees who accept other full-time or part-time employment with the Employer, or to full-time employees who lose employment and are reinstated within thirty (30) days to a full-time status.

Employees who qualify shall not be entitled to the following benefits contained in the following **sub-articles** pertaining to normal termination.

The Employer will not reduce an employee from full-time to part-time for the purpose of avoiding the payment of the foregoing severance pay due a full-time employee.

- 13.2 Full-time employees upon termination by the Employer, except employees terminated for just cause, which shall include, but not be limited to dishonesty, drunkenness, or drinking intoxicants during working hours, or insubordination, shall be given individual notice in writing or pay in lieu thereof, as follows:
- (a) One (1) weeks' notice in writing or pay in lieu thereof to those who have completed sixty (60) days service but less than two (2) years' service;
  - (b) Two (2) weeks' notice in writing or pay in lieu thereof to those who have completed two (2) or more years' service;
  - (c) Four (4) weeks' notice in writing or pay in lieu thereof to those who have completed four (4) or more consecutive years of service;
  - (d) Five (5) weeks' notice in writing or pay in lieu thereof to those who have completed six (6) or more consecutive years of service;
  - (e) Six (6) weeks' notice in writing or pay in lieu thereof to those who have completed eight (8) or more consecutive years of service;
  - (f) Eight (8) weeks' notice in writing or pay in lieu thereof to those who have completed ten (10) or more consecutive years of service.

In the case of a part-time employee the average of the employee's earnings for the last thirteen (13) weeks of



employment, excluding periods of approved leave of absence (e.g. maternity leave, W.I., W.C.B., vacation) immediately preceding the date of termination, shall be used in determining the sum paid to the employee in lieu of insufficient notice.

- 13.3 Termination notice to be given in writing to become effective from the date the employee receives such notice.
- 13.4 Full-time employees reduced to part-time who terminate or are terminated within three (3) months of the date of their reduction to part-time, shall be given whatever pay in lieu of notice they were entitled to, immediately prior to the date of their reduction to part-time.
- 13.5 This **Article** shall not be deemed to invalidate an employee's right under Article 17 – Grievance Procedure.

Article 14 – Vacations

- 14.1 Full-time employees shall accumulate vacation entitlement and vacation pay and part-time employees will have the opportunity to schedule time off without pay and accumulate vacation pay as follows:

<u>Length of Service</u>	<u>Vacation Entitlement</u>	<u>% of Gross Earnings</u>
1 year or more	2 weeks of vacation	4%
5 years or more	3 weeks of vacation	6%
10 years or more	4 weeks of vacation	8%
20 years or more	5 weeks of vacation	10%
25 years or more	6 weeks of vacation	12%

It is agreed that three (3) weeks after five (5) years will be changed to three (3) weeks after one (1) year if proclaimed by

the Government of Alberta and to be effective the day of proclamation.

For full-time employees, “length of service” shall mean the employees’ length of service as a full-time employee plus any vacation entitlements as per Article 14.8. For part-time employees, “length of service” shall mean the employee’s length of continuous service with the Employer.

For all employees, “% of Gross Earnings” shall mean a percentage of all monies received directly from the Employer (wages, overtime, bonuses, premiums, vacation pay, sick leave credit payments, and other items of a similar nature).

- 14.2 Part-time employees shall have their vacation pay for the previous January 1st to December 31st provided by February 28th.

Part-time employees with less than one (1) years service shall receive vacation pay at a rate of four (4%) percent of gross earnings.

- 14.3 All time lost (up to thirty-one (31) consecutive days) because of sickness, approved unpaid leave of absence, occupational or non-occupational accident, all time absent on full-time vacation, paid General Holidays, and all time spent at apprenticeship schools (assuming the employee returns to the Employer following the completion of **their** course) shall be considered as time worked for vacation purposes.

All employees, whose absence due to occupational or non-occupational accident, sickness, or unpaid leave of absence, extends beyond thirty-one (31) consecutive days and results in less than forty (40) hours per week, shall have **their** vacation

pay pro-rated in the subsequent vacation year and the above table will not apply.

The Union will be provided with a list of all employees who have their vacation pay pro-rated and affected employees will be notified by mail using their last known address.

- 14.4 The time period from April 1st to September 30th of each year shall be considered the prime vacation period. So far as practical and consistent with the Employer maintaining an efficient operation, vacations shall be granted during the period of time requested by the employees. The applications for vacation shall be granted on the basis of, and in order of, respective employee's seniority in selection of vacation dates, except that final determination of vacation dates shall be made by the Employer in line with existing conditions. Further, employees entitled to three (3), four (4), or more weeks vacation may take three (3) consecutive weeks between the dates as outlined above.

Subject to the foregoing, employees who are entitled to four (4) weeks vacation will have the right to schedule four (4) weeks consecutively during the period October 1st to March 31st.

Subject to the preceding two (2) paragraphs, the Employer shall canvass all full-time employees beginning November 1st of the preceding year, with completion by December 31st of the preceding year in order of seniority within the shift and department to make their first three (3) weeks vacation choice. Once all full-time employees have been canvassed, the Employer will canvas all full-time employees in order of seniority within the shift and department to make their remaining vacation choices. Employees who do not submit their choices upon being canvassed will be bypassed and will only be able to choose from remaining available weeks. Part-time employees

will be canvassed after all full-time employees have had the opportunity to make their choices. Part-time employees will be canvassed using the same procedure as full-time employees.

The Employer will make the final determination of assigned dates based on existing conditions, and post a completed vacation schedule for full-time employees by January 31st.

Vacation requests received after January 31st shall be scheduled, based on the date the application is received, on a first received first scheduled basis.

The Employer will post a reminder notice regarding the above on September 1st of each year.

The Employer may schedule any vacation entitlement not chosen by September 15th with two (2) weeks' prior notice to the affected employee.

- 14.5 Vacations will be taken in periods of not less than one (1) weeks duration. Vacation allowance to be two (2%) percent of total salary and wages for each week of vacation entitlement or forty (40) hours at employee's regular rate of pay, if greater.
- 14.6 When a Statutory Holiday occurs during an employee's vacation, the employee will be entitled to an extra day of vacation.
- 14.7 Employees shall, upon termination of employment, receive a vacation allowance in the amount of two (2%) percent for each week of entitlement for which no vacation allowance has been paid.
- 14.8 When a part-time employee is promoted from part-time to full-time employment, **they** will be credited with the number of hours

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.

The Union will advise the Employer of the employee representatives at the beginning of the year, as well as any changes in the course of the year.

Employee representatives of the Joint Health and Safety Committee shall be paid straight time hourly rate for all hours attending the meetings.

***The parties recognize employee and customer safety are of paramount value. The parties agree to abide by directions issued by public health authorities. In addition, while there remains a pandemic related health risk, the parties agree to increase the frequency of facility level Joint Health and Safety meetings as required by the circumstances. All participants in Joint Health and Safety meetings are expected to advocate for and communicate safe work practices.***

- 15.2 The Union will provide a lockable bulletin board which will be installed by the Employer. The bulletin board is for Union information only. Notices shall first receive the approval of Management. The Union will be responsible for all maintenance and repair of the bulletin board.
- 15.3 The Employer agrees that **they** will fully comply with any Law requiring that employees be given time off to vote.
- 15.4 It shall be the duty and responsibility of all employees to cooperate and assist in maintaining in good condition such equipment, utilities, and conveniences used by such employees. Employees shall refrain from misusing or defacing them and any conduct which would render unsanitary any such equipment, utensil, or convenience.

## 15.5 Union Warehouse Visits

Duly authorized Representatives of the Union shall be entitled to visit the Warehouse for the purpose of observing working conditions, interviewing members, and to ensure that the terms of the Collective Agreement are being implemented.

Any interview of any employee by the Union Representative shall be permissible after first contacting the Warehouse Manager or in *their* absence the person in charge and shall:

- (a) Not interfere with the employee's work. However, if it is not practical to discuss the matter while the employee is working, then such interview shall;
- (b) Be carried on in a place in the Warehouse designated by the Manager;
- (c) Be held whenever possible during the lunch period. However, if this is not practical;
- (d) Be during the regular working hours. Time taken for such an interview in excess of five (5) minutes shall not be on Employer time unless with the approval of Management.

15.6 Union Representatives shall be permitted to review the Hours of Work Schedules and Time and Attendance Records and in the event of any discrepancies, they shall be presented under Article 17 of this Agreement.

15.7 The Employer shall furnish only those tools and safety equipment which it considers necessary for the performance of the work by the employees, and shall establish regulations in respect thereto. All tools furnished shall remain Employer property.

15.8 The Employer shall supply major and special tools for the Maintenance Department as the Employer may decide. The Employer shall pay to each Maintenance employee a yearly tool allowance of two hundred (\$200.00) dollars. This allowance will be paid each January 1st and will be prorated for those who have less than twelve (12) month's service as of each January 1st.

Effective January 1st, 2001 the tool allowance will increase to two hundred fifty (\$250.00) dollars.

15.9 Wearing Apparel

The Employer shall furnish and launder gowns and aprons for each employee as specified by the Employer as required for work in the Warehouse. Such apparel remains the property of the Employer and shall not be removed from the Employer's premises except in the regular performance of duty and must be returned for new issue or upon separation of the employee.

Proper footwear as specified by the Employer, such as rubber boots, shall be provided to those employees that the Employer feels have need of such footwear. The employee must turn in their work boots when requesting a replacement. Such replacement shall be made as deemed necessary by the Employer.

Effective February 5th, 2017, the Employer will provide a safety boot allowance of **one hundred and ten (\$110.00)** dollars once per year. The employee shall be responsible for the first pair of safety boots purchased. In order to qualify for the allowance, the footwear must be CSA approved (Green Tab) "steel toed" footwear.



15.10 The Union agrees that the Employer may utilize non-Union personnel as Management trainees for the purpose of becoming familiar with overall Warehouse operations, providing members of the bargaining unit are not displaced from their jobs or have their regular hours reduced when such personnel are employed in the above capacity. Such Management trainees will be limited in number to a maximum of two (2) at any one **(1)** time.

15.11 All parties shall comply with the provisions of the Alberta Occupational Health and Safety Act.

15.12 Union Representational Rights

When an employee's work performance is such that it may lead to discipline or discharge and is the subject of discussion between the employee and the Employer, the Union Steward shall be present or, in the absence of a Union Steward, an employee from the Warehouse in the bargaining unit, of the employee's own choice, shall be present.

A copy of all disciplines and discharges will be forwarded to the Union after being presented to the affected employee.

***Union Stewards shall be given reasonable time to answer questions from employees, on Employer time before and after any meeting in which a Shop Steward is required, to a maximum of five (5) minutes.***

15.13 Joint Labour/Management Committee

The Employer and the Union agree to form a Joint Labour/Management Committee consisting of four (4) members (including a full-time Representative of the Union) representing the Union and four (4) members representing the Employer.

The Joint Labour/Management Committee shall meet at a time convenient to both parties within thirty (30) days of the request of the other party but not more than once (1 X) per quarter.

The members of the Committee shall discuss items of concern arising from the operation of the facilities covered by the Collective Agreement **and issues relating to EXE/Vocollect system.**

**Topics of discussion will include, but not be limited to:**

- **Slotting;**
- **Staging;**
- **Preferred Methods;**
- **Safety Concerns;**
- **Delay Time;**
- **Training Issues;**
- **Communication with the other bargaining unit employees.**

Either party shall inform the other of items on the agenda, at least three (3) days in advance, of any scheduled meeting.

15.14 The Employer agrees that a Shop Steward shall be present for all locker checks. Normally locker checks will be posted, however, not in all cases.

15.15 **Food Safety/Occupational Health and Safety**

Employees can speak freely **to** both Management and the Union, regarding food safety **and occupational health and safety** issues, and are expected to bring any potential food safety **and occupational health and safety** issues forward to Management.

***No employee shall be discriminated against for reporting a food safety or occupational health and safety concern to Management in good faith.***

**15.16 New Member Orientation**

***Shop Stewards and/or Union Representatives will be allowed to introduce themselves to new employees on shift after receiving permission from the Facility Manager, or their designate, of which permission will not be unreasonably withheld. Such time will not exceed thirty (30) minutes and shall not unduly interfere with the employee's regular duties. The meeting shall take place in the conference/community/lunch room of the facility at which the employees are employed. Employer Officials, Managers, and anyone excluded from the bargaining unit shall not be present at this meeting.***

***Upon request to the Facility Manager, or their designate, a Shop Steward shall receive a list of all new employees in all departments covered by the Collective Agreement.***

**Article 16 – Union's Recognition of Management's Rights**

- 16.1 The Union agrees that the Management of the Employer including the right to plan and direct and control Warehouse operations, the direction of the working force, and the discharge or discipline of employees for just cause are the sole rights and functions of the Employer. Those matters requiring judgment as to competency of employees are also agreed to be the sole right and function of Management, subject however, to discharge of employees on grounds of alleged incompetence being processed under Articles 17 and 18 of this Agreement.

The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other recognized functions of Management not specifically covered by this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.

The exercise of the foregoing shall not alter any of the specific provisions of this Agreement.

### Article 17 – Grievance Procedure

- (a) Any complaint, disagreement, or difference of opinion between the Employer and the Union or the employees covered by the Agreement which concerns the interpretations, application, operation, or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.
- (b) Any employee, the Union, or the Employer may present a grievance. Any grievance which is not presented within **thirty (30)** days following the event giving rise to such grievance (except by errors in respect to the employee's compensation which must be presented in writing within **thirty (30)** days of the employee becoming aware of the event giving rise to such grievance), or within **thirty (30)** days of the last day worked in the case of a dismissal, shall be forfeited and waived by the aggrieved party. Time limits may be extended by mutual agreement with written confirmation.
- (c) All grievances, except those submitted by the employee to **their** immediate superior or to the Union, shall be submitted in writing and shall set forth, clearly, the issues and contentions of the aggrieved party; the Employer shall then reply, in writing, to the Union's letter, setting forth their answer to the points raised by the Union in its grievance.

(d) The procedure for adjustment of grievances and disputes by an employee shall be as follows:

1st Step: By a discussion between the employee and the Shop Steward or Union Representative and employee's immediate superior and/or Facility Manager. If a satisfactory settlement cannot be reached then:

2nd Step: The Union Representative(s) may submit a written grievance and take up the matter with the Employer's official designated by the Employer to handle labour relations.

If a satisfactory settlement cannot be reached, the matter may then be referred to arbitration. A referral to arbitration will not be made until both parties have had a grievance meeting or conference call on the matter. A grievance meeting will be held within thirty (30) days of the request of either party.

### Article 18 – Arbitration

All grievances that cannot be settled by the Representatives of the Employer and the Union in accordance with Article 17 may be submitted to a single Arbitrator as set out below.

The single Arbitrator shall be mutually agreed upon by the Union and the Employer. In the event that a single Arbitrator cannot be mutually agreed upon then application for appointment of an Arbitrator shall be made to the Director of Mediation Services for the Province of Alberta.

The single Arbitrator shall not be vested with the power to change, alter, or modify any of the terms of this Agreement.

No person shall serve as a single Arbitrator who is involved or directly interested in the grievance.

The decisions of a single Arbitrator shall be binding and enforceable to all parties.

It is agreed that the expenses of the single Arbitrator shall be borne equally by both the Union and the Employer.

### Article 19 – Non-Discrimination

19.1 The Alberta Labour Relations Code and the Alberta Human Rights Act are hereby recognized.

### Article 20 – Severability

20.1 If any part of this Agreement is rendered or declared invalid by reason of any existing or subsequently enacted Legislation, valid Government Regulation or Order, or by decree of a Court of competent jurisdiction, the invalidation of such part of the Agreement shall not affect or invalidate any of the remaining parts thereof, and the same shall continue in full force and effect.

### Article 21 – Work Stoppages

21.1 During the life of this Agreement, there shall be no strikes, slow down, or lockout of employees.

## Article 22 – Duration and Renewal

22.1 The Agreement shall be effective from **January 27<sup>th</sup>, 2023** until **January 27<sup>th</sup>, 2028** and shall remain in force thereafter from year to year, but either party may, not less than sixty (60) days before the expiry date, or renewal date of such Agreement give notice, in writing, to the other party to terminate such Agreement or to negotiate a revision thereof.

If notice to negotiate, following any notice to terminate, has been given by either party, (prior to date of such termination) or if notice to amend had been given by either party, this Agreement shall not be altered until a new Collective Agreement is reached or a party lawfully strikes or locks out pursuant to the provisions of the Labour Relations Code and the provisions of Article 21.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **2023**.

For the Employer:

For the Union:

---

Employer Committee:

---

Bargaining Committee:

**Joan Bain**

Aaron Campbell

Vincenzo Contrada

Stephen Enslin

**Jodie George**

Scott McDonald

Christy Nolin

Paul van Steenberg

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 27<sup>th</sup>, 2023**.



## APPENDIX “A” – Wages and Classifications

### A) **Retroactive Pay:**

The Employer agrees to pay a **signing bonus** to all employees on the payroll of the Employer on **the date of ratification (January 27<sup>th</sup>, 2023)** as follows:

1. **All active employees who were on the payroll of the Employer on the date of ratification (January 27<sup>th</sup>, 2023) will receive a signing bonus of four (4%) percent on all hours worked from contract expiry to the Saturday prior to the implementation of the new wage scale.**
2. The words “on the payroll of the Employer” shall include all employees who are currently on vacation, authorized leave of absence, sick leave, injury leave, Short Term Disability, Long Term Disability, Workers’ Compensation, Maternity Leave, or Parental Leave.
3. Lump sum payments will be paid out within four (4) weeks of **the date of ratification (January 27<sup>th</sup>, 2023)**.

### B) Wage Increases:

#### Warehouse, **Commissary/Sanitation**, and Maintenance

**All active employees who were on the payroll as of January 31<sup>st</sup>, 2017 and full-time employees hired after January 31<sup>st</sup>, 2017 who were on the payroll at the top rate or over-scale as of January 27<sup>th</sup>, 2023 shall receive the following increases or lump sum payments:**

- 1) **Effective Sunday following ratification (January 29<sup>th</sup>, 2023) – four (4%) percent wage increase.**

- 2) **Effective Sunday one (1) year from ratification (January 28<sup>th</sup>, 2024) – three (3%) percent wage increase.**
- 3) **Effective Sunday two (2) years from ratification (February 2<sup>nd</sup>, 2025) – three (3%) percent wage increase.**
- 4) **Effective Sunday three (3) years from ratification (February 1<sup>st</sup>, 2026) – two (2%) percent wage increase.**
- 5) **Effective Sunday four (4) years from ratification (January 31<sup>st</sup>, 2027) – two (2%) percent wage increase.**

Note: It is understood that all wage increases will take effect on the first Sunday of the closest payroll period.

**C) Lump Sum Payments:**

**All active top rated employees who were on the payroll as of the date of ratification (January 27<sup>th</sup>, 2023) shall receive the following lump sum payments:**

- 1) **Two (2%) percent lump sum payment, less statutory deductions, for all hours worked in the fifty-two (52) weeks prior to February 1<sup>st</sup>, 2026.**
- 2) **Two (2%) percent lump sum payment, less statutory deductions, for all hours worked in the fifty-two (52) weeks prior to January 31<sup>st</sup>, 2027.**

**The lump sum payments shall be paid within thirty (30) calendar days from the dates set out above.**

**The words “on the payroll of the Employer” shall include all employees who are currently on vacation, authorized leave of absence, sick leave, injury leave, Short Term Disability, Long Term**

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

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

**Commissary and Sanitation – Hired Prior to January 31<sup>st</sup>, 2017**

<b>Hours</b>	<b>Current</b>	<b>January 29<sup>th</sup>, 2023</b>	<b>January 29<sup>th</sup>, 2024</b>	<b>February 2<sup>nd</sup>, 2025</b>	<b>February 1<sup>st</sup>, 2026</b>	<b>January 31<sup>st</sup>, 2027</b>
After 4000	\$20.94	<b>\$21.78</b>	<b>\$22.43</b>	<b>\$23.10</b>	<b>\$23.57</b>	<b>\$24.04</b>

**D)** New Scales: New scales for Order Selectors, Commissary, and Sanitation employees hired or rehired after January 31<sup>st</sup>, 2017 the following wage scale shall be the minimum rates of pay for the duration of the Collective Agreement.

**Full-time Order Selectors**

<b>Hours</b>	<b>Current</b>	<b>January 29<sup>th</sup>, 2023</b>	<b>January 29<sup>th</sup>, 2024</b>	<b>February 2<sup>nd</sup>, 2025</b>	<b>February 1<sup>st</sup>, 2026</b>	<b>January 31<sup>st</sup>, 2027</b>
0-200	\$16.00	<b>\$17.00</b>	<b>\$17.00</b>	<b>\$17.00</b>	<b>\$17.00</b>	<b>\$17.00</b>
201-400	\$16.20	<b>\$17.10</b>	<b>\$17.10</b>	<b>\$17.10</b>	<b>\$17.10</b>	<b>\$17.10</b>
401-600	\$16.30	<b>\$17.20</b>	<b>\$17.20</b>	<b>\$17.20</b>	<b>\$17.20</b>	<b>\$17.20</b>
601-800	\$16.50	<b>\$17.30</b>	<b>\$17.30</b>	<b>\$17.30</b>	<b>\$17.30</b>	<b>\$17.30</b>
801-1000	\$16.70	<b>\$17.40</b>	<b>\$17.40</b>	<b>\$17.40</b>	<b>\$17.40</b>	<b>\$17.40</b>
1001-1500	\$16.90	<b>\$17.50</b>	<b>\$17.50</b>	<b>\$17.50</b>	<b>\$17.50</b>	<b>\$17.50</b>
1501-2000	\$17.10	<b>\$17.60</b>	<b>\$17.60</b>	<b>\$17.60</b>	<b>\$17.60</b>	<b>\$17.60</b>
2001-2500	\$17.20	<b>\$17.70</b>	<b>\$17.70</b>	<b>\$17.70</b>	<b>\$17.70</b>	<b>\$17.70</b>
2501-3000	\$17.40	<b>\$17.80</b>	<b>\$17.80</b>	<b>\$17.80</b>	<b>\$17.80</b>	<b>\$17.80</b>
3001-3500	\$17.80	<b>\$17.90</b>	<b>\$17.90</b>	<b>\$17.90</b>	<b>\$17.90</b>	<b>\$17.90</b>
3501-4000	\$18.20	<b>\$18.20</b>	<b>\$18.20</b>	<b>\$18.20</b>	<b>\$18.20</b>	<b>\$18.20</b>
4001-4500	\$18.60	<b>\$18.60</b>	<b>\$18.60</b>	<b>\$18.60</b>	<b>\$18.60</b>	<b>\$18.60</b>
4501-5000	\$19.00	<b>\$19.00</b>	<b>\$19.00</b>	<b>\$19.00</b>	<b>\$19.00</b>	<b>\$19.00</b>
5001-5500	\$19.40	<b>\$19.40</b>	<b>\$19.40</b>	<b>\$19.40</b>	<b>\$19.40</b>	<b>\$19.40</b>
5501-6000	\$19.80	<b>\$19.80</b>	<b>\$19.80</b>	<b>\$19.80</b>	<b>\$19.80</b>	<b>\$19.80</b>
6001-6500	\$20.20	<b>\$20.20</b>	<b>\$20.20</b>	<b>\$20.20</b>	<b>\$20.20</b>	<b>\$20.20</b>
6501+	\$22.09	<b>\$22.97</b>	<b>\$23.66</b>	<b>\$24.37</b>	<b>\$24.86</b>	<b>\$25.36</b>

### Part-time Order Selectors

Hours	Current	<b>January 29<sup>th</sup>, 2023</b>
0-200	\$16.00	<b>\$17.00</b>
201-400	\$16.20	<b>\$17.10</b>
401-600	\$16.30	<b>\$17.20</b>
601-800	\$16.50	<b>\$17.30</b>
801-1000	\$16.70	<b>\$17.40</b>
1001-1500	\$16.90	<b>\$17.50</b>
1501-2000	\$17.10	<b>\$17.60</b>
2001-2500	\$17.20	<b>\$17.70</b>
2501-3000	\$17.40	<b>\$17.80</b>
3001-3500	\$17.80	<b>\$17.90</b>
3501-4000	\$18.20	<b>\$18.20</b>
4001 +	\$18.60	<b>\$18.60</b>

### Full-time Commissary and Sanitation

Hours	Current	<b>January 29<sup>th</sup>, 2023</b>	<b>January 29<sup>th</sup>, 2024</b>	<b>February 2<sup>nd</sup>, 2025</b>	<b>February 1<sup>st</sup>, 2026</b>	<b>January 31<sup>st</sup>, 2027</b>
0-500	\$15.50	<b>\$16.50</b>	<b>\$16.50</b>	<b>\$16.50</b>	<b>\$16.50</b>	<b>\$16.50</b>
501-1000	\$15.70	<b>\$16.60</b>	<b>\$16.60</b>	<b>\$16.60</b>	<b>\$16.60</b>	<b>\$16.60</b>
1001-1500	\$15.90	<b>\$16.70</b>	<b>\$16.70</b>	<b>\$16.70</b>	<b>\$16.70</b>	<b>\$16.70</b>
1501-2000	\$16.10	<b>\$16.80</b>	<b>\$16.80</b>	<b>\$16.80</b>	<b>\$16.80</b>	<b>\$16.80</b>
2001-2500	\$16.30	<b>\$16.90</b>	<b>\$16.90</b>	<b>\$16.90</b>	<b>\$16.90</b>	<b>\$16.90</b>
2501-3000	\$16.50	<b>\$17.00</b>	<b>\$17.00</b>	<b>\$17.00</b>	<b>\$17.00</b>	<b>\$17.00</b>
3001-3500	\$16.70	<b>\$17.10</b>	<b>\$17.10</b>	<b>\$17.10</b>	<b>\$17.10</b>	<b>\$17.10</b>
3501-4000	\$16.90	<b>\$17.20</b>	<b>\$17.20</b>	<b>\$17.20</b>	<b>\$17.20</b>	<b>\$17.20</b>
4001-4500	\$17.10	<b>\$17.30</b>	<b>\$17.30</b>	<b>\$17.30</b>	<b>\$17.30</b>	<b>\$17.30</b>
4501-5000	\$17.30	<b>\$17.40</b>	<b>\$17.40</b>	<b>\$17.40</b>	<b>\$17.40</b>	<b>\$17.40</b>
5001-5500	\$17.50	<b>\$17.50</b>	<b>\$17.50</b>	<b>\$17.50</b>	<b>\$17.50</b>	<b>\$17.50</b>
5501-6000	\$17.70	<b>\$17.70</b>	<b>\$17.70</b>	<b>\$17.70</b>	<b>\$17.70</b>	<b>\$17.70</b>
6001-6500	\$17.90	<b>\$17.90</b>	<b>\$17.90</b>	<b>\$17.90</b>	<b>\$17.90</b>	<b>\$17.90</b>
6501+	\$19.49	<b>\$20.27</b>	<b>\$20.88</b>	<b>\$21.50</b>	<b>\$21.93</b>	<b>\$22.37</b>

## Part-time Commissary and Sanitation

Hours	Current	<b>January 29<sup>th</sup>, 2023</b>
0-500	\$15.50	<b>\$16.50</b>
501-1000	\$15.70	<b>\$16.60</b>
1001-1500	\$15.90	<b>\$16.70</b>
1501-2000	\$16.10	<b>\$16.80</b>
2001-2500	\$16.30	<b>\$16.90</b>
2501-3000	\$16.50	<b>\$17.00</b>
3001-3500	\$16.70	<b>\$17.10</b>
3501-4000	\$16.90	<b>\$17.20</b>
4001+	\$17.10	<b>\$17.30</b>

Effective March 25th, 1996, a maintenance employee will receive a flat pay adjustment of twenty-five (\$25.00) dollars when required to be on standby for the weekend.

NOTE: Progression hours will include those hours on which the Employer makes pension contributions and any WCB absence to a maximum of the employee's next wage increase.

Lead Person – To be paid one (\$1.00) dollar per hour over the highest regular classified rate in the Department **they are** leading.

## Appendix “B” – Departments

### Commissary

- Commissary
- Sanitation (Commissary only)

### Warehouse

- Order Selector
- Warehouse Person (Forklift Operator, Raymond Operator, Shipper Receiver)
- Clerical
- Sanitation (Warehouse Only)

### Maintenance

- Journeyman Maintenance
- 3rd Class Engineer
- 4th Class Engineer

### Apprentice Rates

It is understood that employees hired as an apprentice in the Maintenance Department will be paid as follows:

Maintenance Apprentice		Current
2 <sup>nd</sup> year	70% Journeyman	\$25.03
3 <sup>rd</sup> year	80% Journeyman	\$28.60
4 <sup>th</sup> year	85% Journeyman	\$30.39

## Letters of Understanding

### Letter of Understanding #1 – Vacation

On a trial basis for the term of the Collective Agreement, beginning with the vacation year 2012, employees will be able to book vacation outside of Sunday to Saturday as follows:

1. To be eligible, employees must be eligible for five (5) or more weeks of vacation.
2. Eligible employees can use a maximum of two (2) weeks vacation in this fashion.
3. Where one (1) week is taken, the vacation will be recorded on the vacation planner as two (2) weeks. Where two (2) weeks are taken, the vacation will be recorded on the vacation planner as three (3) weeks.
4. Where more than one (1) week is used, they must be taken consecutively. Employees cannot use two (2) single weeks for this purpose.

The time of the vacation is to be mutually agreed between Management and the employee.



## Letter of Understanding #2 – Single Days of Vacation Protocol

Beginning with the 2015 vacation year, full-time employees with five (5) weeks of vacation eligibility will be able to use single days of vacation, in accordance with the following conditions:

1. Employees may use a maximum of one (1) week of their entitlement in single day increments.
2. Notwithstanding anything to the contrary in the Collective Agreement, employees who wish to use single days of vacation must advise Management no later than January 31st of each year. These employees will not schedule one (1) week of their vacation entitlement in order to use these days for single day vacations.
3. All requests for single days of vacation must be provided to Management at least twenty-one (21) days in advance and will be approved at the Employer's sole discretion. This notice period can be waived by the Employer, at its discretion. These requests will not be part of the annual selection of vacations set out in Article 14.4. Requests will be considered on a "first come, first served" basis.
4. All single days of vacation must be scheduled or taken by October 1st of each year. Any single days of vacation that are not scheduled by October 1st of each year, will be scheduled by the Employer, at its sole discretion.

### Letter of Understanding #3 – Good Friday

The parties agree to the following language on a trial basis for the life of the Collective Agreement. If either party wishes to discontinue this trial, they will provide the other party with thirty (30) days written notice and then the trial will be discontinued.

Notwithstanding anything to the contrary in Article 6 of the Collective Agreement, the Employer may designate the Good Friday statutory holiday to be observed in the following week for those employees who volunteer to do so provided it gives the Union twenty-one (21) days advance notice.

In situations where there are more volunteers in a department who wish to observe Good Friday in the following week than are needed by the Employer, the senior employee will be given preference subject to the Employer having sufficient qualified employees on duty to efficiently operate the business. For those full-time employees who observe Good Friday in the following week they will be given a day off that is mutually agreed to between the Employer and the employee.

Where mutual agreement between the Employer and the Union is reached this provision may be applied to other statutory holiday weeks.

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 27<sup>th</sup>, 2023**.