

# COLLECTIVE AGREEMENT

BETWEEN

AGROPUR COOPERATIVE  
EDMONTON ICE CREAM PLANT

AND

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

Renewal: December 19<sup>th</sup>, **2026**

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## Clarification of Items

In the Agreement, wherever the words “he”, “she”, “her”, or “him” appear, it shall be construed as meaning any employee, male or female. Wherever the words “employee” or “employees” appear, it shall mean any person or persons covered by this Agreement.

THIS AGREEMENT MADE this \_\_\_\_\_ day of \_\_\_\_\_, A. D. **2019**.

BY AND BETWEEN:       AGROPUR COOPERATIVE, EDMONTON ICE CREAM PLANT, a body corporate, carrying on business in the City of Edmonton, Alberta; 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 Union and the Employer, mutually, agree as follows:

### Article 1 – Bargaining Agency

1.1       The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all employees coming under the provisions of this Agreement, employed in the AGROPUR COOPERATIVE Ice Cream Plant, located in the greater Edmonton area or within twenty-five (25) miles of same, except quality assurance, office staff, and those in a supervisory capacity with the right to hire and fire.

## Article 2 – Union Establishment

- 2.1 The Employer agrees to retain in his employ within the bargaining unit, as outlined in Article 1 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 within ten (10) days after employment and become members within thirty (30) days.
- 2.2 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 outlining the provisions of Article 20 of this Agreement, and to provide the Union, in writing, with the name and address of each employee to whom a form letter was presented, along with the employee's date of hire. The form letter shall be forwarded to the Union not later than ten (10) working days after the employee's date of hire. 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 the names of all employees who have terminated their employment during the previous month.

## Article 3 – Deduction of Union Dues, Initiation Fees, and Assessments

- 3.1 The Employer agrees to deduct from the regular pay cheque of each employee, upon proper authorization from the employees affected, initiation fees, Union dues and assessments as authorized by the Union. Monies deducted during any month shall be forwarded by the Employer to the President of the Union not later than the tenth (10<sup>th</sup>) day of the following month, and accompanied by written statement of the names of the employees for whom the deductions were made and the amount of each deduction.

The Union agrees that should they propose a change to current dues structure that cannot be administered by the Employer, the parties will meet to discuss a resolve.

3.2 The Employer agrees to include total annual dues on T-4 slips.

The Employer further agrees, automatically, to deduct Union dues from the wages of all new employees. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deduction.

The Employer also agrees to deduct Union dues and initiation fees from the wages of all new employees. Commencing with the first (1<sup>st</sup>) week of employment, initiation fees shall be deducted in four (4) equal installments. However, it is understood that such initiation fees, or any portion thereof, will be refunded to the employee who has not completed the probationary period, as herein provided by the United Food and Commercial Workers, Canada Union, Local No. 401.

3.3 Upon mutual agreement, the Employer may submit the dues electronically in a manner acceptable to both parties.

## Article 4 – Basic Work Week, Overtime, and Paid Holidays

### 4.1 Hours of Work

(a) The basic work week of an employee regularly working full-time will consist of forty (40) hours scheduled over five (5) days so that no one day contains more than eight (8) straight time hours.

(b) The work week to be reduced by eight (8) hours for each paid holiday.

## Full-Time Employees Consecutive Days Off

- (a) Effective November 12<sup>th</sup>, 1995, the consecutive days off for employees promoted to full-time status following November 5<sup>th</sup>, 1995 will be, unless otherwise mutually agreed to; Friday-Saturday, Saturday-Sunday, or Sunday-Monday.
- (b) Days off for present full-time employees at the Edmonton Ice Cream Plant will continue to be Saturday-Sunday, Sunday-Monday.
- (c) A full-time employee who faces a reduction to part-time status may, in order to maintain full-time status, choose to work a schedule providing for non-consecutive days off.

4.2 There shall be a definite daily starting time for each full-time employee. Daily hours of work for full-time employees shall be consecutive with the exception of not more than thirty (30) minutes out for each meal period. Meal periods shall be scheduled not less than three (3) hours after commencement of shift and not later than five (5) hours after commencement of shift.

Each Department will continue to schedule start times for part-time employees where that is currently the practice.

The Union and the Employer will review the part-time scheduling practices in each department through a J.L.M. Committee with a view to implementing start times where possible and practical.

The Employer shall supply a time recording device as the Employer may decide. All employees shall record their time in full, upon termination of their shift, including overtime, if worked.

Employees are required to leave the plant after completion of their shift, inclusive of overtime.



Employees shall not work longer than their regular scheduled work day, unless requested to do so by Management.

### 4.3 Overtime

- (a) All hours worked over those as outlined in Article 4.1 above shall be considered as overtime and shall be paid for at the rate of time and one half (1 ½ X) for the first two (2) hours' overtime worked in any one day; and double (2X) the regular rate of pay shall be paid for all hours worked after two (2) hours' overtime in any one day. All work performed on Sunday, or on paid holidays, or on the employee's normal, scheduled day off that is in addition to the employee's basic work week shall be paid at the rate of double (2X) the regular time. There shall be no time off allotted in lieu of overtime.

Except in an emergency, a minimum of two (2) hours' notice will be given when overtime is required.

Overtime provisions shall apply to part-time employees that work beyond the basic work week.

#### Sunday Work

For all purposes of this Agreement, Sunday shall be considered as the first (1<sup>st</sup>) day of the week.

- (b) There shall be a ten (10) hour interval between shifts (not including overtime work) and time and one half (1 ½ X) shall be paid for each hour less than the ten (10) hour interval. However, the above shall not apply in cases of emergency.
- (c) Overtime (Second Meal)

When overtime is required in excess of two (2) hours in a day, a thirty (30) minute supper break, without pay, shall be granted at the end of the employee's normal eight (8) hour

shift, and the employee shall receive six (\$6.00) dollars towards the cost of his/her second meal.

(d) Overtime Scheduling

- (i) The Employer and the Union recognize that overtime is a normal part of the Employer operation. However, the Employer agrees, wherever possible, that overtime will be kept to a minimum and if overtime is required, the Employer agrees to advise the employee(s) concerned by midshift of the same day, or earlier if possible and practical. Any employee who volunteers for or otherwise accepts an overtime assignment will be obliged to report for and complete the hours agreed upon.
- (ii) In the event of emergency overtime beyond the control of the Employer, the Union agrees that employees who are capable of performing the required work will perform such work unless they have bona fide reasons for not doing so. Bona fide reasons shall include such things as: doctors' or dentists' appointments; prior personal commitments or matter of a similar nature.
- (iii) Overtime will be offered and worked in accordance with the following:
  - 1. Overtime shall be offered to full-time employees, who have the necessary ability and qualifications to perform the work required, in order of seniority within the classification that the overtime is required. Classification shall be considered the position the employee is currently posted into. If these employees do not wish to accept the overtime work then;
  - 2. The overtime shall be offered to full-time employees, in order of seniority, who have the

necessary ability and qualifications to perform the work required. If these employees do not wish to accept the overtime work then;

3. The overtime shall be offered to part-time employees, in order of seniority, who have the necessary ability and qualifications to perform the work required. If these employees do not wish to accept the overtime work then;
4. The overtime shall be assigned in reverse seniority and worked by the least senior part-time employee(s) who has the necessary ability and qualifications to perform the work required. Then the least senior full-time employee(s) who has the ability and qualifications.
5. The allocation of overtime work as described above will be made on the basis that employees who are at work when a determination is made that overtime is required may agree to return to work outside their normal scheduled hours to work the overtime available. Employees who have left work prior to the assignment of overtime will not be solicited.
6. An employee who chooses to return to work, to work assigned overtime will not be covered by Article 4.3(b) or Article 4.6.
7. Where overtime is required for duties which fall outside any classification of this Collective Agreement (i.e. clean up for inspection), overtime shall be offered to the senior employee on a plant wide basis.

- (iv) In order to establish an orderly system for the allocation of overtime, the Employer and the Union agree that:

1. If there are not sufficient volunteers who have indicated their willingness to perform overtime work on that day, then the Employer shall have the right to require overtime to be worked by employees who are capable of performing such work, up to a maximum of two (2) hours per week.
2. If there are not sufficient volunteers who have indicated their willingness to perform overtime work on that day and all of the capable employees have worked the two (2) hours' maximum, then the Department Manager and the Shop Steward shall canvass all of the employees capable of performing the required work to attempt to secure additional volunteers; if no such volunteers are available, then the Employer shall have the right to schedule overtime on a separate rotating list, beginning with the least senior employees, subject to the exceptions provided in (ii) above.
3. Should there be an emergency, caused by the unscheduled absence of employees, major breakdown of equipment, fire, flood or items of a similar nature, the Union agrees that the employees shall perform overtime work, notwithstanding the above, subject to the exceptions provided in (ii) above.
4. The Employer agrees that the minimum of employees required to perform the overtime work will be scheduled on a daily basis.

If there are any differences of opinion or disputes over the application of Article 4.3, then these matters will be referred to the J.L.M. Committee for discussion and resolution, if possible, prior to the grievance procedure being implemented.

## 4.4

### General Holidays

- (a) The following days shall be considered as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Family Day	Boxing Day
Heritage Day (1 <sup>st</sup> Monday in August)	

and all other public holidays proclaimed by the Municipal, Federal, or Provincial Governments and provided the employee worked their regular scheduled shift before and after the holiday, unless absent due to bona fide illness or accident.

- (b) Should the Provincial Government enact legislation that repeals Family Day, that General Holiday will be deleted from the Collective Agreement.
- (c) Employees regularly working full-time shall receive eight (8) hours' pay at the applicable rate for each such holiday.
- (d) All time worked in excess of such reduced basic work weeks shall be compensated for at the rate of time and one half (1 ½ X) the straight time hourly rate.
- (e) In case of an employee's regular day off falling on a paid holiday, they shall, at the option of the Employer, either be paid an additional day's pay at his/her regular rate for such day or be given another day off within a three (3) month period.
- (f) When an employee is granted another day for such holiday, unless otherwise mutually agreed to, the day off will be scheduled on a Monday or Friday, as soon as practical to provide for the efficient operation of the Ice Cream

Department, in the weeks surrounding the week of the paid holiday.

#### 4.5 Paid Holidays – Part-Time Employees

- (a) After thirty (30) calendar days from date of employment, employees, other than those regularly working full-time, shall be paid for the number of hours they, normally, would have worked on such a day if it were not a holiday; provided they worked their scheduled shift prior to and following the 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.
- (b) All part-time employees, who have been employed for thirty (30) calendar days or more and have worked an average of at least thirty (30) hours or more per week in the four (4) weeks' preceding the week in which the holiday occurs, shall receive eight (8) hours' pay at their regular hourly rate for each holiday.
- (c) All part-time employees, who have been employed for thirty (30) calendar days or more and have worked an average of at least eighteen (18) hours or more per week in the four (4) weeks' preceding the week in which the holiday occurs, shall receive six (6) hours' pay at their regular hourly rate for each holiday.
- (d) Part-time employees who are not scheduled to work on a Statutory Holiday may by mutual agreement be scheduled to work up to forty (40) hours at the straight time rate of pay. (All hours scheduled on a Statutory Holiday will be done by seniority, full-time, and then part-time.)

Call-in

- (a) If an employee is called by the Employer to report to work, and the employee confirms his/her acceptance of the call-in, upon reporting, finds that their services are not needed, they shall receive four (4) hours pay at their regular wage rate. This four (4) hours pay adjustment shall not be considered to be hours worked.
- (b) A full-time employee who, after leaving the Employer's premises is called back to work, and completes the assigned shift, shall be paid for a minimum of four (4) hours at the applicable overtime rate.
- (c) A part-time employee, who after leaving the Employer's premises is called back to work, shall be assigned a minimum four (4) hour shift. Hours worked in excess of the basic work day or basic work week shall be paid at the applicable overtime rate.
- (d) Where an employee is called in to work earlier than their regular or assigned starting time, then overtime rates for the work performed prior to the regular assigned starting time will only apply if the employee works in excess of eight (8) hours on that shift or the hours worked will exceed the hours of the basic work week. Time so worked in excess of eight (8) hours per day or forty (40) hours per week will be paid at the applicable overtime rate.
- (e) At the time of the call-in, the Employer will advise the employee as to whether the call-in will be straight time or overtime.
- (f) Part-time employees, who are sent home before working four (4) consecutive hours in a day, shall receive a minimum of four (4) hours pay.

- (g) Notwithstanding any of the above, in the event an employee requests to leave prior to the completion of four (4) hours work and the Employer is agreeable, the employee shall be entitled to only those hours he/she actually worked.

#### 4.7 Part-time Employees

- (a) Part-time employees shall be paid at their regular hourly rate for each hour worked, except when employed for less than four (4) consecutive hours per day; in which event, they shall receive a minimum of four (4) hours pay, provided, however, that, subject to the approval of the Employment Standards Branch, students on school days may be paid for only those hours worked.
- (b) If a part-time employee is called by the Employer to report for work and, upon reporting, finds that their services are not required, they shall receive four (4) hours pay at the applicable rate.

#### 4.8 Working off the Clock

- (a) Bargaining unit employees shall be paid for all time worked. The Employer agrees to advise any employee not claiming pay for all time worked that claiming such pay is a condition of employment.
- (b) Consistent with Article 16.1, employees not claiming pay for all time worked shall be disciplined as follows:  

First Offence:	Written Warning
Second Offence:	Three (3) Day Suspension
3rd & Subsequent Offences:	Two (2) Week Suspension
- (c) This provision of the Collective Agreement shall be posted by the Employer by the time clock.



4.9 A minimum of sixty (60) hours prior notice must be given by the Employer before changing the shift of a full-time employee. Such notice is not required in the case of an emergency, overtime work or when other employees are absent from work other than their normal day off.

Management agrees that, when no notice is possible or practical, the Manager will inform the employees of the reason why it is necessary to work overtime or to have their shift changed without notice.

The schedule will be posted by noon each Thursday for the following week.

Should the Employer make any changes to an employee's schedule once it is posted, they shall notify the employees affected when the change is made.

## Article 5 – Rest Periods, Supper Hours, and Meal Allowance

5.1 An employee working six (6) hours, up to and including eight (8) hours, shall be scheduled by the Employer for two (2) paid rest periods not to exceed fifteen (15) minutes each, to commence not earlier than one (1) hour after the start of the shift nor less than one (1) hour before either the meal period or the end of the shift. If an employee abuses this provision they will be subject to discipline as determined by the Employer.

### 5.2 Supper Hours

Effective December 16<sup>th</sup>, 2012, when overtime is required in excess of two (2) hours in a day, a thirty (30) minute supper break, without pay, shall be granted at the end of the employee's normal eight (8) hour shift; and the employee shall receive six (\$6.00) dollars towards the cost of a second meal.

5.3 One (1), paid fifteen (15) minute rest period, if overtime lasts for a period of two (2) hours or more. Such paid rest period shall be taken on Employer time, no less than one (1) hour after commencement of period.

Employees will be allowed a paid fifteen (15) minute rest period every two (2) hours of overtime thereafter.

Two (2), paid fifteen (15) minute rest periods in a six (6) hour day.

5.4 When an employee is scheduled an extra day over the basic work week, rest periods will be as per Article 5.1 with the exception of an additional fifteen (15) minute paid rest period substituted for the meal period. If the shift on the extra day is in excess of eight (8) hours, Article 5.3 will apply.

## Article 6 – Wage Rates and Job Classifications

6.1 Job classification and wage rates for each classification for all employees covered by this Agreement shall be set out in Appendix “A” of this Agreement.

6.2 Electronic pay statements shall be made available to all employees. An itemized computation of the employee’s pay, deductions and overtime hours of work shall be shown on their electronic pay statements and these statements are to be dated. Upon four (4) weeks’ notice to the Union and the employee, the Employer may implement bi-weekly pay and direct deposit of the employee’s pay.

6.3 If the Employer desires to introduce a new job classification, they shall meet with the Union to negotiate the rates and conditions for the job. This discussion shall occur prior to the classification being implemented. If the Employer and the Union cannot negotiate the rates and conditions, then the matter may be referred to arbitration for resolution.

## 6.4 Relief Rates

- (a) Any employee who is required, temporarily, to fill a classification paying a higher rate of pay for more than one (1) hour shall receive the rate of pay established for such classification for all time so employed.
- (b) The Employer shall maintain the rate of an employee who, temporarily, is forced by reason of accident or illness to accept a job at a lesser rate of pay.
- (c) Any full-time employee who receives premium as a result of working in his/her posted position will not suffer a loss of this premium in the event he/she is required, temporarily, to fill a position outside of his/her posted position.

## 6.5 Shift Premiums

- (a) All hours worked by an employee between 6:00 p.m. and 6:00 a.m. shall be considered as shift work and paid for at the applicable straight time or overtime rate, plus eighty-five (\$0.85) cents shift premium for each full hour worked during this period.
- (b) Only those employees who were full-time as of November 6<sup>th</sup>, 1995, will be eligible to receive the following premium. The shift premium of eighty-five (\$0.85) cents will also be paid to all regular full-time employees working an eight (8) hour shift commencing on or after 12:00 p.m. and before 6:00 a.m. This premium will be paid for the complete shift.
- (c) Shift-differential pay or premium rate for evening work shall not be added to the employee's hourly rate of pay for the purpose of computing overtime pay.

## Article 7 – Annual Vacations

- 7.1
- (a) Full-time employees, after one (1) year's service, shall receive two (2) weeks' vacation with pay.
  - (b) Full-time employees, after three (3) years' consecutive service and thereafter, shall receive three (3) weeks' vacation with pay.
  - (c) Full-time employees, with eight (8) years' consecutive service and thereafter, shall receive four (4) weeks' vacation with pay.
  - (d) Full-time employees after thirteen (13) years' consecutive service and thereafter, shall receive five (5) weeks' vacation with pay.
  - (e) Full-time employees after eighteen (18) years' consecutive service and thereafter, shall receive six (6) weeks' vacation with pay.
  - (f) Full-time employees after twenty-three (23) years' consecutive service shall receive seven (7) weeks' vacation with pay.
  - (g) The Employer agrees to provide vacation pay on "total compensation" or normal weeks' pay, whichever is greater. Total compensation shall mean: all monies received directly from the Employer (wages, overtime, bonuses, premiums, vacation pay, sick leave credit, payments, and other items of a similar nature). It is understood by the parties that, for the purpose of this article, the maximum of any payment will be in accordance with the above provisions.
  - (h) Full-time employees will have the opportunity to schedule two (2) consecutive weeks' vacation during prime time. Full-time employees who are eligible for five (5) or more weeks' vacation will have the opportunity to schedule three (3)

consecutive weeks' vacation during prime time. It is understood that the opportunity to book consecutive weeks' of vacation will be subject to the number of open weeks' that are available. Prime time shall be April 1<sup>st</sup> to September 30<sup>th</sup>.

Employees' remaining weeks' of vacation may be scheduled at the discretion of the Employer. However, employees entitled to three (3) or more weeks' of vacation may request to take such weeks' of vacation consecutively, and that such vacation shall be taken in the months outside of prime time. Should there be open weeks' available once all employees have had the opportunity to choose vacation, employees may, by seniority, book additional weeks' in prime time beyond those outlined in (g) above. It is understood that these additional weeks will be subject to the approval of Management and operational requirements.

All time lost (up to thirty-one (31) consecutive days) because of sickness or non-occupational accident; all time lost due to occupational accident; all time absent on paid, 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 the purpose of determining the vacation allowance to which a full-time employee is entitled.

An employee, whose absence due to non-occupational accident or sickness, or unpaid leave of absence, extends beyond thirty-one (31) consecutive days and results in less than forty (40) hours pay per week shall have their vacation pro-rated in the subsequent vacation year.

In the event that permanent part-time employees who receive full-time status work less than a complete year, vacation pay will be pro-rated as above.

7.2 A vacation list shall be posted not later than January 1<sup>st</sup>, requesting employees to indicate their preference. It is agreed that employees with the longest service with the Employer will have preference. Upon being canvassed for his/her vacation preference, an employee will have up to two (2) working days to reply. In the event of a dispute, the Employer shall make the final decision. Vacation lists must be compiled by January 31<sup>st</sup>.

Consistent with the foregoing, senior employees who fail to select their vacation in order of seniority will not be allowed to displace junior employees who have made their selection.

7.3 When a paid holiday occurs during an employee's vacation, an extra day's vacation, or one day's pay in lieu of the holiday, shall be granted if the holiday is one for which the employee would have received pay had they been working.

7.4 Employees who have worked thirty (30) days but less than one (1) year and who terminate their employment will receive vacation allowance in an amount equal to four (4%) percent of the total compensation earned for which no vacation allowance has been paid.

Employees entitled to two (2) weeks' vacation and who terminate their employment shall receive payment for vacation allowance in an amount equal to four (4%) percent of the total compensation earned by the employee during the period of employment for which no vacation allowance has been paid.

Employees entitled to three (3), four (4), five (5), six (6), or seven (7) weeks' vacation and who terminate their employment shall receive payment for vacation allowance in an amount equal to six (6%) percent, eight (8%) percent, ten (10%) percent, twelve (12%) percent, and fourteen (14%) percent, respectively, of compensation earned by the employee during the period of employment for which no vacation allowance has been paid.

Part-Time Employees (Vacation Pay)

- (a) Part-time vacation schedules will be completed following the selection by full-time employees.
- (b) Part-time employees with less than three (3) years of continuous employment with the Employer shall receive vacation pay in the amount of not less than four (4%) percent of their total earnings.
- (c) Part-time employees with three (3) years or more of continuous employment shall receive six (6%) percent of their total earnings as vacation pay.
- (d) Part-time employees with eight (8) years or more of continuous employment shall receive eight (8%) percent of their total earnings as vacation pay.
- (e) Part-time employees with thirteen (13) or more years of continuous employment shall receive ten (10%) percent of their total earnings as vacation pay.
- (f) Part-time employees with eighteen (18) or more years of continuous employment shall receive twelve (12%) percent of their total earnings as vacation pay.
- (g) Part-time employees with twenty-three (23) or more years of continuous employment shall receive fourteen (14%) percent of their total earnings as vacation pay.
- (h) Effective January 1<sup>st</sup>, 1979, a part-time employee proceeding to full-time employment, will be credited with the number of hours accumulated during the employee's continuous service with the Employer as a part-time employee, and provided the employee's service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours of a regular full-time employee to establish the

appropriate yearly credit for future vacation entitlements, as provided above.

- (i) All part-time employees who have completed one (1) year of continuous employment with the Employer will have the opportunity to schedule two (2) weeks' vacation. All part-time employees shall be entitled to schedule vacation according to their entitlement as per the Collective Agreement. For each two (2%) percent of vacation pay, it shall equal to one (1) week of vacation entitlement.

7.6 Full-time vacation pay will be paid by regular weekly deposit.

## Article 8 – Seniority

- 8.1 (a) Seniority for full-time employees shall be defined as length of continuous service with the Employer in the bargaining unit as a full-time employee.

A seniority list, stating the employees' names and job classifications, shall be posted in a position where all employees have access to it and the right to protest any listing within thirty (30) days after said list has been posted. For each time there is a change to the seniority list, a new and revised list will be posted, and copies will be given to the Shop Stewards.

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 surname 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.



- (b) Seniority for part-time employees shall be defined as length of continuous service with the Employer in the bargaining unit.
- (c) Full-time employees are senior to part-time employees for all aspects of the Collective Agreement.

## 8.2 Probationary Period

- (a) A probationary period of sixty (60) days worked up to a maximum of four (4) calendar months shall apply in the case of each new employee, during which time seniority shall not apply and such employee may be laid off without reference to seniority. After the sixty (60) days worked up to a maximum of four (4) calendar months probationary period, the employee shall be entitled to the rank of seniority as of the date the employee entered the employment of the Employer.
- (b) The Employer and the Union agree that upon mutual agreement, the probationary period may be extended.
- (c) Termination of any employee during his/her first sixty (60) days worked up to a maximum of four (4) calendar months employment shall not be subject to Articles 17 and 18.

## 8.3 Fitness, merit, and ability being relatively equal, seniority shall govern in promotions, lay-offs, and re-hiring of full-time employees.

The seniority date of a full-time employee who has been reinstated to full-time employment shall be their original full-time date unless the employee has voluntarily reduced to part-time or has refused to return to full-time employment due to their restrictions in availability.

The Employer will offer training in other classifications to full-time employees during periods of normal operations.

The Employer will not be required to train during periods of seasonal layoff.

Any full-time employees who wish to be trained will apply in writing by January 31<sup>st</sup> of each year.

#### 8.4 Job Postings

- (a) When job vacancies occur and the Employer requires replacements, or when the Employer creates new job classifications, unless mutually agreed otherwise, they will be posted on the bulletin board within fifteen (15) days, for a period of seven (7) calendar days, during which time applications may be made by the employees. The name of the successful applicant will be posted within seven (7) days after the closing date of the posting. If required, a temporary appointment may be made by the Employer, pending receipt of applications. If there is not a suitable applicant, the Employer may hire a person to fill the job. The Union will receive a copy of the job posting and successful job applicant.

Employees who are chosen to fill a posting will have up to thirty (30) calendar days to demonstrate that they can successfully complete the job functions required in their new posting. If either the employee or the Employer determines that the employee cannot successfully complete the job functions, they will be returned to their previous position and the next person on the posting list will be given an opportunity to qualify for the position. It is understood that due to operational needs, a posting will be filled as soon as reasonably possible.

Employees absent from work for bona fide reasons for three (3) weeks or less shall be granted the opportunity to bid on job postings, provided they do so within four (4) weeks of the date of the job posting. Any employee that will be absent

from work for bona fide reasons longer than three (3) weeks, who want to be considered for a posting in their absence, shall inform the Employer in writing with a contact person and phone number. If they are the successful applicant, upon notification, they shall have seven (7) days to accept the position. Should they not accept within seven (7) days, they will be deemed to have refused the posting.

- (b) Classification, duties, qualifications, date posted, and closing date will be indicated on postings; however, it is recognized that the Employer retains the ability to change the scheduled hours of any employee to meet the needs of the operation. When the scheduled hours are changed, subject to operational requirements, seniority will be considered. Generally, these changes result from situations like breakdowns, vacation relief, sickness, leaves of absence, etc. These occasional changes to the employee's schedule are necessary for the efficient operation of the business and can be expected to continue.

8.5 The seniority of a full-time employee will be considered broken, all rights forfeited and the Employer is under no obligation to rehire when they:

- (a) Voluntarily leave the services of the Employer or are discharged for just cause.
- (b) Fail, after two (2) weeks' notice, to return to work when recalled (notice by the Employer will consist of addressing a Registered Letter to the individual at their last known address, and furnishing a copy thereof to the Union Office), and;
- (c) Have been out of the employment of the Employer for a period of six (6) months or longer.
- (d) Have accepted voluntary severance pay.

Where an employee is promoted to a position outside the bargaining unit, they will retain their seniority and continue to accumulate seniority under this Agreement for a period of six (6) months.

Upon expiry of the six (6) month period, the employee shall no longer maintain any seniority in the bargaining unit.

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

When a part-time employee works the basic work week for twelve (12) consecutive weeks (excluding replacement hours for extended absences of W.C.B., Weekly Indemnity, Long Term Disability, vacation, maternity leave, or other approved leave of absence), a full-time position will be deemed to exist.

The parties agree that should the Employer hire summer relief to work in the Plant between May 1<sup>st</sup> and August 31<sup>st</sup>, they shall not be eligible to achieve full-time status pursuant to this article nor shall these employees be entitled to recall when they are laid off following the completion of their seasonal work. Employees who are hired for the purpose of summer relief who work beyond August 31<sup>st</sup>, shall be considered as regular part-time employees.

Promotion of part-time employees to full-time status will be based on fitness, merit, and ability. Fitness, merit, and ability being relatively equal, seniority shall prevail.

### Part-Time Employees

Part-time employees will be scheduled before students.

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 requires additional employees to work, they will call-in part-time employees in order of seniority.

Subject to the Union's agreement that the Employer has the right to determine the minimum number of employees working in each department, the Employer agrees to minimize the reduction of weekly hours of work for senior part-time employees, wherever possible, when a downward adjustment of hours is necessary according to reductions in the amount of work required. The foregoing method of reducing hours of work of part-time employees is intended to apply in cases where major contractual, operational, or competitive changes result in a significant change in the weekly hours of work.

The Employer will not hire new employees and reduce the weekly hours of work of a current employee for the sole purpose of replacing such hours with another employee at a lower hourly rate of pay.

## Article 9 – Union's Recognition of Management's Rights

9.1 The Union agrees that the Management of the Employer and the direction of the working force, including the right to plan, direct and control plant operation; to maintain the discipline and efficiency of the employees and to require employees to observe Employer rules and regulations; to hire, lay-off, suspend, demote and discipline; the discipline and discharge of employees for just cause, and all matters requiring judgment as to the competency of employees, are the sole right and function of the Employer.

The Employer agrees to furnish all employees with a copy of current and available Employer rules and regulations and a copy of same, if requested, will be forwarded to the Union.

The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other

functions not specifically set forth. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement. The exercise of the foregoing rights shall not alter any of the specific provisions of the Collective Agreement; nor shall they be used to discriminate against any member of the Union. It is the sole right and function of the Employer to designate and change the hours of operation of the Plant and the hours of work of each employee.

## Article 10 – Dismissal Notice or Pay

- 10.1 Employees regularly working full-time or part-time and upon dismissal by the Employer shall be given individual notice, in writing, or pay in lieu thereof as follows:
- (a) One (1) week's notice, in writing or pay in lieu thereof, to those who have completed sixty (60) consecutive days or more service.
  - (b) Two (2) weeks' notice, in writing or pay in lieu thereof, to those who have completed two (2) or more years' consecutive service.
  - (c) Three (3) weeks' notice, in writing or pay in lieu thereof, to those who have completed three (3) or more years' consecutive service.
  - (d) Four (4) weeks' notice, in writing or pay in lieu thereof, to those who have completed four (4) or more years' consecutive service.
  - (e) Five (5) weeks' notice, in writing or pay in lieu thereof, to those who have completed six (6) or more years' consecutive service.

- (f) Six (6) weeks' notice, in writing or pay in lieu thereof, to those who have completed eight (8) or more years' consecutive service.
- (g) Eight (8) weeks' notice, in writing or pay in lieu thereof, to those who have completed ten (10) or more years' consecutive service.
- (h) It is understood by the parties that for the purposes of this article the maximum payment will be in accordance with the above provisions.
- (i) In the case of a part-time employee the average of the employee's weekly earnings, for the thirteen (13) week period that the employee worked immediately preceding the date of termination shall be used in determining the sum paid to the employee in lieu of insufficient notice.

10.2 In the event of a temporary lay-off where there is a projected return to work, the Employer agrees to grant each full-time employee five (5) working days' notice of such lay-off.

The Employer shall not be required to give more than three (3) working days' notice, or pay in lieu thereof to any employee if their lay-off is the result of a strike or lockout in the operations of the Employer's major suppliers or customers.

The Employer will send the recall notice by Registered Mail to the employee's last address on file with the Employer, and will also send a copy to the Union office.

10.3 Full-time employees reduced to part-time and 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, to which they were entitled, immediately prior to the date of their reduction to part-time.

- 10.4 The Employer shall not be deemed obligated to give any notice whatsoever or to give any pay in lieu thereof to any employee who is terminated for just cause.
- 10.5 This article shall not be deemed to invalidate an employee's right under Articles 17 and 18 of this Agreement.
- 10.6 A copy of the notice of dismissal or permanent lay-off given to an employee in accordance with this article shall be forwarded to the Union office at the date of giving such notice to the employee concerned.
- 10.7 It is agreed that there will be no stopping of work or lockouts by reason of a dispute between the Employer and the Union during the term of this Agreement.
- 10.8 Displaced Employees – Closing of Department
- (a) When a full-time employee with one (1) or more years' service is displaced due to a department closing or a job becoming redundant and who has sufficient seniority to displace a junior employee, the Employer agrees to give training to said employee, for a position presently in existence within the bargaining unit. Said employee shall be given the eight (8) month rate in that classification. If the employee is successfully retrained within the similar period given a new employee (30 days), the employee may then exercise their seniority rights over junior, full-time employees within that classification. If the employee is successfully retrained within the period given, then the said employee will progress through the acceleration period of the new classification. If said employee cannot satisfactorily be retrained in that position, they shall be afforded an opportunity, based on seniority, to work part-time in their former classification, if such classification is still in existence; otherwise their services shall be terminated with severance pay, as below.



- (b) If an employee refuses part-time employment, they shall be considered to have terminated employment with the Employer. Any regular, full-time employee with one (1) or more years' service and whose employment is terminated by the Employer under this provision, the Employer has agreed to severance pay, on plant closing, of one (1) weeks' pay, up to one (1) year, and one (1) week per year over one (1) year, to a maximum of twenty (20) weeks' pay.
- (c) This article does not apply to employees who accept other employment with the Employer, outside the jurisdiction of this Agreement.

## Article 11 – Union Security

### 11.1 Union Representative's Visits

An authorized representative or Executive Officer of the Union shall be permitted, after notifying the Manager, to talk with an employee regarding Union matters during regular working hours. The interview shall be carried on in a place provided for and designated by the Employer. Time taken for such an interview in excess of five (5) minutes shall not be on Employer time. The Management of the Edmonton Ice Cream Plant will work with the Union Representatives to facilitate both the interviewing of employees and visits to the Plant. Union Representatives must adhere to the Employer's protocol for visitors, including signing in and out and utilizing a "visitors' pass".

### 11.2 Notice Board

The Employer agrees to install a notice board, supplied by the Union, accessible to the employees for the purpose of posting notices important to the Union. The Union Representative or Shop Steward may post notices regarding Union business.

### 11.3 Union Decal

The Employer agrees to display the official Union decal of the United Food and Commercial Workers Canada Union, Local No. 401 in a location where it can be seen by customers and employees.

### 11.4 Union Business

- (a) The Employer agrees to grant time off to employees for Union business. The Employer and the Union shall act reasonably in requesting and granting such time off, balancing the Union's rights to conduct its affairs and the Employer's operational needs. The Union will provide sufficient notice to allow the Employer to secure replacements.
- (b) No employee shall be discriminated against and the employees shall be treated as though they have been working with respects to all rights and benefits under the Collective Agreement.
- (c) The Union shall reimburse the Employer for wages and benefits pursuant to current practice.

## Article 12 – Leaves of Absence

### 12.1 Leaves of Absence

Employees with one (1) year's service with the Employer may request a leave of absence, without pay, for a period not to exceed four (4) months, upon written application through Agropur Cooperative, Edmonton Ice Cream Plant Manager, copy to the Human Resource Department of the Employer. Requests for leaves of absence will be decided on the basis of merit, compassion, and the valid operational needs of the Employer.

Personal leaves of absence will not be considered during the prime time vacation period (i.e. April 1<sup>st</sup> – September 30<sup>th</sup>) and Easter week. If the request is refused, the employee shall be so advised as to the reasons for the refusal.

## 12.2 Maternity Leave

- (a) Employees shall request a leave of absence without pay up to a maximum of fifteen (15) weeks because of pregnancy. Such request will be granted, provided the employee submits to her Employer, a request in writing for such leave at least two (2) weeks, where possible, prior to the date she intends to commence such leave, together with a certificate from a qualified medical practitioner, certifying that she is pregnant and indicating the estimated date of delivery, or alternatively indicating the actual date of delivery. Such leave may, at her discretion, commence at any time in the period commencing twelve (12) weeks prior to the estimated date of delivery and ending on the actual date of delivery.
- (b) Employees will continue to accrue seniority while on maternity leave, and will be entitled to and will accrue any other benefits provided to employees on unpaid leaves of absence (i.e. education leave).
- (c) 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, except that during the period in which the employee on maternity leave is in receipt of sick leave credit payments, Weekly Indemnity (group insurance) benefits, or Long Term Disability benefits, payment of premiums or costs to maintain the employee's coverage under the Employer benefit plan shall be the same as for any employee in receipt of sick leave credit payments, Weekly Indemnity (group insurance), or Long Term Disability benefits.

- (d) Where an employee who has qualified for group benefits, has a valid health related reason for absence from work due to pregnancy or maternity and cannot perform her regular duties, she may, regardless of whether she has pre-paid the cost of her benefits, apply for sick leave credit payments, Weekly Indemnity (group insurance), and/or Long Term Disability benefits as per the Collective Agreement. If the employee's application is accepted, she shall be entitled to such benefits and accruals as provided by the Collective Agreement to any employee in receipt of sick leave, Weekly Indemnity (group insurance), or Long Term Disability benefits.
- (e) The employee, when returning to work at the end of her leave (maternity or parental leave), shall give the Employer two (2) weeks' notice of date of return. Where the employee returns to work within the first six (6) weeks following the date of birth, she will be required to submit a certificate from her doctor, indicating that her resumption in employment will not, in his/her opinion, endanger her health.
- (f) Employees, who choose not to maintain their benefit coverage under the Employer benefit plan, will have their benefits reinstated upon return to work.
- (g) The employee shall be returned to her former position at the completion of her leave of absence.

### 12.3 Parental/Adoption Leave

- (a) An employee may request a parental or adoption leave of absence, without pay, for the care and custody of a new born child, or an adoptive child under the law of the Province. Such leave of absence will be to a maximum of thirty-seven (37) weeks. Further, such leave of absence shall be granted provided the employee requests the leave in writing at least two (2) weeks, where possible, 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 fifty-two (52) weeks after the birth of the child or, in the case of adoption, after the child comes into the custody of the employee.

- (b) Employees will continue to accrue seniority while on such leave, and will be entitled to and will accrue any other benefits provided to employees on unpaid leaves of absence (i.e. education leave).
- (c) 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.
- (d) Employees, who choose not to maintain their benefit coverage under the Employer benefit plan, will have their benefits reinstated upon return to work.
- (e) The employee, when returning to work, shall give the Employer two (2) weeks' notice of return to work.
- (f) The employee shall be returned to his/her former position at the completion of his/her leave of absence.

### Birth of a Child

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

## 12.4 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 responsibilities 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.

## 12.5 Funeral and 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 absence 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, daughter-in-law, son-in-law, grandmother, grandmother-in-law, grandfather, grandfather-in-law, 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's 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 up to one (1) week 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 (12.5(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 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.

## 12.6 Compassionate Leave

Requests for compassionate leaves to employees will be dealt with on an individual basis. Requests with merit shall not be unreasonably denied.

## 12.7 Jury Duty Pay and Material Witness

- (a) Employees, summoned to Jury Duty or subpoenaed as material witnesses, shall be paid wages amounting to the difference between the amount paid them for such services and the amount they would have earned had they worked on such days. Employees on Jury Duty or serving as a material witness shall furnish the Employer with such statement of earnings as the Courts may supply.
- (b) This does not apply if the employee is summoned on their day off, or while on other paid or unpaid leave of absence; however, if an employee is summoned during their vacation they will be given the opportunity to reschedule their vacation should they choose to do so.
- (c) Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on Jury Duty or when serving as material witnesses and actual work on the job in the Plant in one (1) day shall not exceed eight (8) hours for purposes of establishing the basic

work day. Any time worked in the Plant in excess of the combined total of eight (8) hours shall be considered overtime and paid as such, under the Agreement.

- (d) In order to be eligible for the foregoing benefit, an employee must notify the Department Manager as soon as possible after receipt of Notice of Selection for Jury Duty or after receipt of subpoena to appear as a witness.

## 12.8 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. The Employer will pay the cost of any benefits, for the period of the leave, to which they are entitled at the time of their leave.

## 12.9 Educational Leave of Absence

- (a) All employees with four (4) or more years of continuous service with the Employer may request an educational leave of absence for up to one (1) year. Seniority shall continue to accrue during such leave.
- (b) The following terms shall apply to such requests for educational leave of absence:
  - (i) An employee who wishes to make application for an educational leave of absence shall submit their request in writing to the Human Resources Manager with a copy to the Department Manager and a copy to the Union office a minimum thirty (30) days in advance of the Leave of Absence. The exception to the foregoing is when an employee is notified by the educational institution without thirty (30) days' notice that they have been accepted to the program. In such cases the employee agrees to notify the Employer as soon as possible.



- (ii) The employee must have made application to attend a full-time program at an accredited educational institution, and supply the Employer with a copy of acceptance. The employee will also provide two (2) weeks' notice to the Employer upon completion of the course and their intention to return to work.
- (iii) Such leave will be granted for a maximum of two (2X) times for each employee.
- (iv) A maximum of four (4) employees who work in the Edmonton Ice Cream Plant will be allowed to be on education leave at any one time.
- (v) Notwithstanding the foregoing, the Employer may grant educational leaves of absence which exceed the maximums set out above.
- (vi) During the period of educational leave, an employee may choose to pre-pay their benefits.
- (vii) Employees will not accrue sick leave credits or vacation entitlement during the leave period. As per the current practice, the Employer shall provide part-time employees with their vacation pay for the previous year by February 28<sup>th</sup>. Full-time employees shall maintain their rights under Article 7.1 of the Collective Agreement.
- (viii) The absence of an employee on educational leave will not create a full-time vacancy for the purpose of Article 8 – Seniority.
- (ix) Leave of absence will terminate should the employee cease to attend the institution for which leave was granted.

- (x) All educational leaves of absence will be approved at the Employer's discretion. Subject to reasonable operational requirements, educational leaves will not be withheld.
- (xi) An employee shall be returned to their former classification at the completion of their leave of absence.
- (xii) As a matter of clarification, employees on an educational leave of absence shall not be entitled to work any hours during the term of such leave.

### Article 13 – Health and Safety

13.1 Department Safety Committee meetings will be held once per month on Employer time.

The Department Safety Committee shall consist of:

- (a) One (1) Management Representative
- (b) One (1) Shop Steward
- (c) Other employees elected from the Union membership as appropriate for that facility.
  - The Department Facility Representative will be designated by the Employer.
  - The members of the Department Safety Committee will elect a Co-Chair. The Department Safety Representative and the elected Co-Chair will alternate chairperson duties.

The Employer will comply with the provisions of the Alberta Occupational Health and Safety Act.

13.2 The Employer will ensure a prompt and thorough investigation of any accidents between bargaining unit members and contractors and will advise the Union and Health and Safety Committees of the results and any actions taken in a timely manner. All accidents and investigations involving bargaining unit members on Employer property will be shared with the Health and Safety Committees.

Provided that it complies with the above language, a Union member of the Health and Safety Committee will be given the opportunity to participate in accident investigations.

13.3 The Employer shall supply linen uniforms without cost to employees, and pay for the laundering of same. This apparel shall at all times remain the property of the Employer and be kept on Employer premises and shall be taken care of, properly, by the employee. Rubber boots will be supplied and replaced when necessary. The employee will turn in their worn pair when requesting a replacement.

13.4 The Employer shall supply lined gloves, boots, and a freezer suit for the Freezerman, and replace such items when necessary in the opinion of Management.

13.5 Freezer suits shall be cleaned as frequently as decided by Management or as may be otherwise mutually agreed to by the Manager and the employee concerned.

13.6 Food Safety

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

## Article 14 – Health, Welfare, Sick Leave, Dental, and Pension Plans

14.1 The Employer agrees during the term of this Collective Agreement to make available the following benefits to eligible employees regularly working full-time:

- (a) Alberta Health Care or such other medical plan that will provide similar benefits.
- (b) Group Life Insurance and Weekly Indemnity benefits. Weekly Indemnity payments to be in the amount of seventy (70%) percent of the straight time weekly wage (for new claims only).
- (c) The Employer will provide a supplementary health service plan, which includes prescription coverage of eighty (80%) percent through a drug reimbursement plan.
- (d) Vision Care/Hearing Care

The Employer agrees to provide a Vision Care Plan to eligible employees which provides reimbursement up to two hundred and twenty-five (\$225.00) dollars per person per twenty-four (24) months, in connection with the purchase, repair of prescription lens and/or frames, 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. Effective January 1<sup>st</sup>, 2018 the reimbursement will be increased to two hundred and fifty (\$250.00) dollars.

The Employer will provide a Hearing Aid Plan for employees already receiving the Group Insurance Package and their dependents. The benefit will be three hundred fifty (\$350.00) dollars every four (4) years.

- (e) The parties agree that the full amount of the reduction in Employment Insurance premiums resulting from the

registration of the Employer Group Insurance Plan will be applied toward the cost of Health and Welfare Plan Benefits.

- (f) It is understood and agreed that all matters of eligibility, coverage, and benefits shall be as set out in the Plan and determined by the carrier.
- (g) The benefit plan will be improved to include stockings and socks.

14.2 A full-time employee shall accumulate sick leave credits at the rate of four (4) hours for each full month of employment, up to a maximum of two hundred eight (208) hours. Sick leave credits shall accumulate only on full-time employment following the completion of a three (3) month, full-time employment eligibility period.

An employee who retires on pension, is laid off permanently, or is totally disabled due to occupational accident, shall be paid any unused sick leave credits.

Commencing December 3<sup>rd</sup>, 1995, accumulated sick leave credits will appear on an employee's pay statements.

14.3 The Employer may require the employee to provide a doctor's certificate, verifying any absence due to disability.

14.4 The Employer shall apply any accumulated sick leave to 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. Payment of benefits under Weekly Indemnity shall be subject to the acceptance of the claim by the insurance company.

Employees, if found abusing the provision, may be disciplined by the Employer.

## 14.5 Health and Welfare Benefits – Part-Time Employees

A part-time employee, other than a student or seasonal employee, who has worked an average of thirty-two (32) hours per week for three (3) consecutive months will be eligible for the following coverage:

- (a) Group Life Insurance and Weekly Indemnity benefits: Life Insurance in the amount of five thousand (\$5,000.00) dollars; Weekly Indemnity payments in the amount of seventy (70%) percent of average weekly earnings;
- (b) Alberta Health Care;
- (c) The Employer will provide a supplementary health service plan, which includes prescription coverage of eighty (80%) percent through a drug reimbursement plan.
- (d) The Employer agrees to provide a Vision Care Plan to eligible employees which provides reimbursement up to two hundred and twenty-five (\$225.00) dollars per person per twenty-four (24) months, in connection with the purchase, repair of prescription lens and/or frames, 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. Effective January 1<sup>st</sup>, 2018 the reimbursement will be increased to two hundred and fifty (\$250.00) dollars.

In order to ensure coverage under these benefits, a part-time employee must immediately accept coverage upon notification of eligibility by the Employer.

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

- (e) The Employer will provide a Hearing Aid Plan for employees already receiving the Group Insurance Package and their dependents. The benefit will be three hundred fifty (\$350.00) dollars every four (4) years.
- (f) Employees who at November 6<sup>th</sup>, 1995 are qualified for the Group Benefit package will retain benefits held at the ratification date and will maintain eligibility for Group Benefits, unless voluntarily restricting their availability even though their hours per week average less than thirty-two (32) hours over thirteen (13) consecutive weeks.

Employees who after November 6<sup>th</sup>, 1995 qualify for the Group Benefit package (average of thirty-two (32) hours per week for thirteen (13) weeks) will lose those 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.

#### 14.6 Sick Leave – Part-time

- (a) Only those part-time employees who have qualified for Group Insurance Benefits shall commence to accumulate sick leave credits on the basis of four (4) hours for each four (4) week reporting period in which they work one hundred twenty-eight (128) hours or more as set out in (c) below.
- (b) The four (4) week reporting period shall be the same four (4) week reporting periods that are used in determining their eligibility for dental benefits under the Alberta United Food and Commercial Workers Union Dental Care Plan.
- (c) After qualifying as described in (a) above, the part-time employee shall be eligible to commence accumulation at the commencement of the next reporting period.
- (d) Sick pay from accumulated sick leave credits, funeral leave, Jury Duty, and work performed on a Statutory Holiday will be

counted as hours worked in the reporting period to which they apply. If within a four (4) week reporting period a part-time employee takes vacation then the Employer will credit to the employee, hours for that period of vacation that will be determined by averaging the hours worked in the three (3) preceding reporting periods immediately prior to the reporting period in which the employee takes time off for vacation.

- (e) Pursuant to the foregoing provisions, part-time employees shall accumulate sick leave credits at the rate of four (4) hours for each reporting period in which they work one hundred twenty-eight (128) hours. Further, the maximum number of hours of sick leave credits that a part-time employee may accumulate in a calendar year is forty-eight (48). A part-time employee will be allowed to accumulate a total maximum of two hundred eight (208) hours of sick leave credits.
- (f) Sick leave pay shall be applied only to absences on the employee's scheduled workdays.
- (g) The Employer may require the employee to provide a doctor's certificate verifying any absence due to disability.
- (h) The Employer shall apply any accumulated sick leave credits to absence due to sickness not covered by insured Weekly Indemnity benefits (or similar benefits) with unused sick leave credits in an amount equal to but not exceeding the employee's normal weekly earnings, to a maximum of forty (40) hours.
- (i) Employees, if found abusing this privilege, may be disciplined by the Employer. However such cases shall be subject to the grievance procedure.



- (j) If an employee retires on pension, is permanently laid off or totally disabled due to occupational accident, they shall be paid any unused sick leave credits.

#### 14.7 Return to Work after Illness or Injury

- (a) An employee who returns to work after absence due to illness or injury must be returned to his or her job without loss of seniority when capable of performing his or her duties. When requested by the Employer, a medical certificate will be required confirming their ability to return to their pre-injury job.
- (b) The Union and the Employer will meet to discuss alternative employment within the same department in the case of an employee who becomes disabled during the course of their employment with the Employer and is no longer able to do their regular job.
- (c) The original date of lay-off, due to sickness or disability leave, shall prevail in an instance where an employee returns to work from sickness or accident and lays off again within two (2) consecutive weeks of their return to work as a result of the same injury or illness.

#### 14.8 United Food & Commercial Workers Dental Care Plan

Effective March 23<sup>rd</sup>, 2015, the Employer shall make a direct contribution to the Plan of forty-three (\$0.43) cents per hour for regular hours paid, sick pay (not including Weekly Indemnity), vacations and General Holidays, to the maximum of the basic work week. Effective December 3<sup>rd</sup>, 2017 the contribution shall be increased to forty-four (\$0.44) cents per hour, and increased to forty-five (\$0.45) cents per hour effective December 2<sup>nd</sup>, 2018.

The Employer agrees to maintain dental contributions for those apprentices who attend apprenticeship courses required by the

Government, provided those employees return to the Employer following the completion of their courses.

The Plan will be controlled by a board of trustees to be made up of an equal number of representatives from the Union and Management.

Contributions made for hours as described above, in any month or agreed upon period, shall be forwarded by the Employer to the UFCW Dental Plan not later than three (3) weeks following the close of the Employer's accounting period, (4-4-5 weeks), accompanied by a statement of the names of the employees and contributions made on their behalf.

#### 14.9 Pension

The Employer agrees to participate in and contribute to the CANADIAN COMMERCIAL WORKERS INDUSTRY PENSION PLAN.

- (a) Effective August 30<sup>th</sup>, 2015, the Employer agrees to contribute to the Canadian Commercial Workers Industry Pension Plan, one dollar and forty cents (\$1.40) 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 a maximum of the basic work week), vacation, General Holidays, sick days (not including Weekly Indemnity, L.T.D. or other similar indemnifications), Jury Duty and any paid leave of absence required under the terms of the Collective Agreement.
- (b) Employee Contributions – shall be set out in the plan. Contributions for all hours worked or paid include any overtime hours worked in a week (to a maximum of the basic work week), vacation, General Holidays, sick days (not including Weekly Indemnity, L.T.D. or other similar indemnifications), Jury Duty and any paid leave of absence required under the terms of the Collective Agreement.

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.

- (c) The parties agree that the Employer will have the right to unilaterally withdraw from the CANADIAN COMMERCIAL WORKERS INDUSTRY PENSION PLAN in the event that its rights are affected by any proposed legislation affecting changes to the said plan that would render the Employer liable in any way for any portion or for the totality of any type of deficit of this plan. If such event might occur, the withdrawal from the plan will be effective, at the latest, one day prior to the enforcement of the said legislation and or modification to the plan.
- (d) In the event that the Employer withdraws from the actual pension plan, both the Employer and the employees will maintain their contributions as of paragraph (a) and (b) and the employees will be integrated into one of Agropur's pension plans.
- (e) The Employer agrees to maintain pension contributions for those apprentices who attend apprenticeship courses required by the Government provided those employees return to the Employer following the completion of their course.
- (f) The above rates of contribution shall be in respect to his "initial past service liability" to provide past service benefits.
- (g) Contributions, along with a list of employees for whom they have been made, the amount of the weekly contribution for each employee, and the number of hours worked or paid according to the above, 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.

- (h) Effective January 1<sup>st</sup>, 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., 4%, 6%, 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 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 his/her previous yearly total. The Canadian Commercial Workers Industry Pension Plan Administrator would credit said part-time employee with forty (40) additional hours and receive 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.)

- (i) It is agreed that, with respect to employees who were active members of the Employer Plan as of the effective date of the Canadian Commercial Workers Industry Pension Plan, they shall be governed by the terms and conditions of the Employer's Retirement Plan.

#### 14.10 Medical Reports

The Employer agrees to pay the full cost for the report required for Weekly Indemnity benefits to a maximum of seventy-five (\$75.00) dollars. The employee shall either ask the doctor to submit an invoice to the Employer or shall pay directly and upon presentation of a receipt, will receive reimbursement as described above. The Employer will pay the reimbursement described above to a maximum of three (3) reports related to a specific claim.

#### 14.11 Long Term Disability Insurance Plan

- (a) The Employer shall implement a Long Term Disability Plan for those employees regularly working full-time. The cost of the plan shall be borne by the Employer.
- (b) The benefit period commences on the first (1<sup>st</sup>) day immediately following the exhaustion of Weekly Indemnity and Employment Insurance benefits.
- (c) Benefits are payable monthly, in arrears from the date the benefit period commences, to age sixty-five (65), the employee's retirement date at which time they can retire on pension without actuarial reduction under the applicable pension plan, recovery or death, whichever first occurs, for both accident and sickness.
- (d) 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 eight hundred (\$1,800.00) dollars per month.
- (e) 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, is 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.

- (f) 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.

#### 14.12 Benefit Brochures

The Employer shall supply the Union and all employees, who are eligible for benefits, a copy of the benefits brochure.

#### 14.13 Education and Training Fund

The Employer agrees to contribute four (\$0.04) cents per hour to the United Food and Commercial Workers Canada Union, Local No. 401 Education and Training Fund. The above contributions are to be paid on the same basis as the Employer pays dental contributions.

### Article 15 – Harassment

#### 15.1 Intimidation and Discrimination

- (a) The Employer and the Union endorse the principles in the “Alberta Human Rights Act” wherein it is unlawful for the Employer or the Union to discriminate because of race, religious beliefs, color, gender, physical disability, mental disability, marital status, age, ancestry, place of origin, family status, sexual orientation, and source of income of that person or any other person.

- (b) No employee shall be charged or discriminated against for any lawful Union activity, or for serving on a Union committee or for reporting to the Union the violation of any provision of this Agreement. Instances of alleged violations of the foregoing will be brought to the attention of the Plant Manager and/or Human Resources and a full investigation by the parties will follow.
- (c) If an employee walks off the job and alleges Management has deliberately coerced or intimidated them into doing so, the matter shall be considered under the Grievance Procedure; and if such allegations are proven to be true, then the employee shall be considered not to have resigned. Such grievances must be filed no later than three (3) days after the incident that gave rise to the situation.

## 15.2 Harassment

- (a) The Union and the Employer agree that employees covered by this Collective Agreement shall not be subject to sexual, or any other form of harassment as outlined in the Employer Policy on harassment. The Employer and the Union agree to co-operate with each other in preventing and eliminating harassment.
- (b) The Employer shall post its policy on harassment in all facilities covered by the Collective Agreement. The Employer agrees to provide the Union with a copy of the Employer policy on harassment, and any subsequent changes prior to posting.
- (c) To assist any bargaining unit member in reporting any violation of the Employer policy on harassment, they may report such violation to the Employer through their Union Representative. The Union may post the names and phone numbers of Union Representatives beside the posted policy on harassment.

- (d) The employee shall have the right to grieve under the Collective Agreement.

## Article 16 – Employee Reprimands/Discipline

- 16.1 No reprimands or any other form of discipline shall remain on an employee's file after twenty-four (24) months and are not to be used in disciplinary proceedings.
- 16.2 When an employee's work performance, conduct or behaviour 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 bargaining unit, of the employee's own choice. The employee will have the right to ask the Steward to leave. In the event the employee wishes to proceed with the meeting without the presence of a Union Steward or other bargaining unit employee of his/her choice, the Employer will confirm the employee's waiver of his/her right to have a witness present in a written statement signed by the employee.

## Article 17 – Grievances

- 17.1 (a) Any complaint, disagreement, or difference of opinion between the Employer and the Union or the employees covered by the Agreement which concerns the interpretation, application, operation, or alleged violation of the terms and provisions of this Agreement, shall be considered a grievance.
- (b) The Union or the Employer may present a grievance. Any grievance which is not presented within fourteen (14) days following the event giving rise to such grievance, or within ten (10) working 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 his/her 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 his 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:

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

2<sup>nd</sup> 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) working days of the request of either party.

## Article 18 – Arbitration

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

The parties may mutually agree on a single arbitrator. In the event that a single arbitrator cannot be mutually agreed upon then an 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 the single arbitrator as the case may be, 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 – General

19.1 On shifts commencing or ending after 11:00 p.m., transportation or reasonable cost of same shall be provided by the Employer for employees who have no car and where bus service has terminated in the area of their employment at or before 11:00 p.m.

19.2 Management agrees that meetings shall be held with the Shop Steward periodically, as mutually arranged, for the purpose of discussing subjects of mutual interest.

19.3 In the event of a work stoppage and should an emergency occur, such as a breakdown of machinery or necessary repair to a building facility or equipment, the Union and its members agree

that they shall not do, or permit to be done, anything to prevent outside maintenance service personnel from continuing all or part of their assigned duties in the services of the Employer at the operation covered by this Collective Agreement, during the term of work stoppage.

19.4 There shall be no strikes or lockouts during the term of this Agreement, as per Sections 71 and 72 of the Labour Relations Code.

19.5 All work pertinent to the classifications outlined in Appendix "A" of this Collective Agreement, shall be performed by members of Local 401. However, as a matter of practicality, the Employer may utilize other available personnel, providing it is mutually acceptable to the parties.

19.6 Staff meetings, whenever held, shall be considered as time worked and paid as such, except when they are dinner meetings at which attendance is voluntary by the employee.

19.7 Joint Labour Management Committee

(a) The Employer and the Union agree to establish a Joint Labour Management Committee that, unless mutually agreed otherwise, shall meet at a time convenient to both parties within thirty (30) days of the request of the other party, to discuss any items that are of concern to either party arising out of the operations of the Collective Agreement and the operation of the facilities covered by the Collective Agreement.

(b) Scheduling of overtime and delivery schedules could be some of the items subject to review by this committee and, if mutually agreeable, the present system contained in this Agreement may be modified. The J.L.M. Committee shall be comprised of the Director of Labour Relations, Plant Manager and Supervisors on behalf of the Employer and the

Union Stewards and at least one (1) full-time Representative of the Union.

- (c) Either party will advise the other when they wish to hold a Joint Labour Management Meeting. The parties agree that they will meet as soon as conveniently possible and each party will advise the others three (3) days in advance of items they wish to be placed on the agenda. The foregoing will not preclude either party from raising issues which were omitted from the agenda.

## 19.8 Technological Changes

- (a) The Employer agrees to notify the Union at least three (3) months in advance of any technological change that may result in the displacement of employees.
- (b) Any full-time employee with one (1) or more years of service, displaced due to technological changes, shall be trained for any new positions created by the technological change, or retrained for a position presently in existence within the bargaining unit, providing they have sufficient seniority to displace a junior employee. Said employee shall be given the 1,001-2,000 hour rate in that classification. If the employee is successfully retrained within the similar period given a new employee under Article 8.2 of this Agreement, the employee may then exercise their seniority rights over junior, full-time employees within that classification. If the employee is successfully retrained within the period given, then the employee will progress through the acceleration period of the new classification.
- (c) If said employee cannot satisfactorily be retrained in that position they shall be afforded an opportunity, based on seniority, to work part-time in their former classification, if said classification is still in existence; otherwise they shall be terminated with severance pay as below.

If an employee refuses part-time employment, they shall be considered to have terminated employment with the Employer. Any regular, full-time employee with one (1) or more year's service, whose employment is terminated by the Employer under this provision, shall receive one (1) week's severance pay for each year of continuous full-time service, up to a maximum of twenty (20) weeks' pay.

- (d) This article does not apply to employees who accept other employment with the Employer outside the jurisdiction of this Agreement.
- (e) The Employer will attempt, to best of their ability, to find a job within the bargaining unit for full-time employees with less than one (1) year's seniority, and part-time employees. If it is not possible, service of said employees will be terminated.
- (f) This section is intended to assist employees affected by any technological change and, accordingly, any legislation enacted by the Alberta Provincial Government would not apply during the term of the Collective Agreement between the Employer and the Union, providing this article meets the minimum standards of such legislation.

## 19.9 Maintenance Training Courses

- (a) Should the Employer require an employee to upgrade their skills through courses offered outside their normal work, then the cost of the course, related expenses, and the basis of reimbursement will be discussed prior to enrolment in the course.
- (b) When the Employer requires an employee to take a course pursuant to this section and the employee is absent from work as a result, they shall not suffer a reduction in their normal weekly pay. Apprentices in the Maintenance Department who are taking a course which is required by the

Apprenticeship Board to complete their trade, are not included in the foregoing understanding.

- (c) When practical, an employee who is not being paid to attend a course will be offered available hours on a casual basis by mutual agreement between the employee and their Manager. These hours will not be subject to claim by employees who wish to work overtime.
- (d) This process will be arrived at by the Shop Steward and the Supervisor canvassing the employees to see if there is a mutual agreement to the above section.

#### 19.10 Relief Supervisors

- (a) Supervisors and Relieving Supervisors shall not perform bargaining unit work. The Union agrees to allow the Employer the same flexibility as in the past in regards to this issue. Relief Supervisors shall be used only to relieve Supervisors absent from the workplace for illness, vacation, or special meetings, unless otherwise agree to by the Union and the Employer.
- (b) When a Supervisor is absent from the workplace 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. 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.
- (c) 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.

- (d) Relieving Supervisors shall be paid a premium of one dollar and fifty cents (\$1.50) per hour above the highest rate in the department for all hours worked as a Relief Supervisor.
- (e) 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.
- (f) Except as provided above, Relieving Supervisors shall be considered to be bargaining unit members for all purposes of the Collective Agreement.
- (g) No employees shall be required to be a Relieving Supervisor.
- (h) 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 bargaining unit employees as per the Collective Agreement.
- (i) All Relieving Supervisors' names shall be posted daily at the time clock. Also, they shall be clearly noted on work schedules.
- (j) When a full-time bargaining unit employee is promoted to a Supervisor position, a full-time position will be deemed to exist and will be posted as set out in the Collective Agreement provided the position is not eliminated due to operational reasons.

## 19.11 Lead Person

- (a) Where the Employer deems it necessary to employ a Lead Person, such employees shall be appointed by the Employer and the job posting procedure shall not apply. The Employer can have a maximum of five (5) Lead Persons. No employee shall be required to be a Lead Person. They shall be

considered as bargaining unit members for all purposes of the Collective Agreement.

- (b) The Lead Person's duties shall be strictly limited to the following:
  - (i) Directing staff while performing work themselves.
  - (ii) They shall not discipline employees; however, they will have the right to send employees home for just cause when Management is not in the facility.
- (c) All Lead Persons' names shall be posted daily at the time clock and they shall be clearly noted on the work schedule. Lead Persons shall be designated and perform their duties for either one (1) or more full days or for one (1) or more full work weeks.
- (d) The Lead Person is not considered to be a position in itself. It is to be treated like a premium paid to a person who already holds or has posted into an existing job by way of the "Job Posting Procedure".

## 19.12 Management Trainees

- (a) The Union agrees that the Employer may utilize non-union personnel as Management Trainees for the purpose of becoming familiar with the overall operations of the Plant. It is further agreed that the employment of Management Trainees will neither displace members of the bargaining unit from their jobs nor cause their regular weekly hours to be reduced.
- (b) Further, Management Trainees will not be used for the purpose of relieving vacations.



## Article 20 – Credit for Previous Experience

- 20.1 (a) Employees hired following November 7<sup>th</sup>, 1995, will be classified according to previous, comparable experience but will only be entitled to a maximum credit of the three thousand (3000) hour rate of pay in their classification. New employees having previous, comparable experience may be paid at a lower scale of wages than their claimed experience calls for, but not less than the minimum rate established by this Contract, for a probationary period not to exceed sixty (60) days worked up to a maximum of four (4) calendar months from the date of employment; provided that, if the employees' services are retained and their experience is accepted as comparable, then after the sixty (60) days worked up to a maximum of four (4) calendar months period they shall receive any difference between the probationary rate paid and the rate to which their experience qualifies them. It is further understood that the rate paid, retroactively, shall not apply for the first (1<sup>st</sup>) ten (10) working days. New employees shall receive written notification showing any credit granted for previous experience. In the event of any disagreement, such disagreement shall be considered a grievance and the Grievance Procedure provided in the Agreement shall apply, provided the Employer has given the employee concerned the written notification showing credit granted for previous experience as required by this Contract. No consideration shall be given to any disagreement pertaining to credit for previous experience if presented later than seventy-five (75) days from date of employment.

## Article 21 – Expiration and Renewal

- 21.1 (a) This Agreement shall be in effect from December 20<sup>th</sup>, 2015, and shall remain in force until the December 18<sup>th</sup>, 2021 and thereafter from year to year; but either party may, not more than one hundred twenty (120) days nor less than sixty (60) days before the expiry date or renewal date of such Agreement, give notice in writing to (a) terminate such Agreement, or (b) to negotiate revision thereof.
- (b) Should either party give notice to (a) or (b) above, this Agreement shall thereafter continue in full force and effect, and neither party shall make any change in the terms of this said Agreement or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment until:
- (i) The Union serves notice of strike in accordance with the Labour Relations Code; or
  - (ii) The Employer serves notice of lockout in accordance with the Labour Relations Code.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **2019**.

For the Employer:

For the Union:

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\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
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\_\_\_\_\_

Employer Committee:

Bargaining Committee:

Chris Hestbak  
***Kyle Federowich***  
***Monica Park***

Mary Rea  
***Yuban Michael***  
***Aaron Goguen***  
***Lee Clarke***

This Agreement was ratified on May **17<sup>th</sup>, 2019**

## Appendix “A” Wages

### Agropur Canada – Edmonton Ice Cream Full-time Employee Wage Scales

Classification	Current	1-Dec-19	29-Nov-20	28-Nov-21	27-Nov-22	3-Dec-23	1-Dec-24	30-Nov-25
Dairy Worker 0- 1,000 hrs*	<b>\$24.37</b>	<b>\$24.92</b>	<b>\$25.54</b>	<b>\$26.18</b>	<b>\$26.83</b>	<b>\$27.37</b>	<b>\$27.92</b>	<b>\$28.48</b>
Dairy Worker 1,001 - 2,000 hrs*	<b>\$25.37</b>	<b>\$25.94</b>	<b>\$26.59</b>	<b>\$27.25</b>	<b>\$27.94</b>	<b>\$28.49</b>	<b>\$29.06</b>	<b>\$29.65</b>
Dairy Worker*	<b>\$26.37</b>	<b>\$26.96</b>	<b>\$27.64</b>	<b>\$28.33</b>	<b>\$29.04</b>	<b>\$29.62</b>	<b>\$30.21</b>	<b>\$30.81</b>
Sharp Room, CIP, Shipper, Receiver 0 - 1,000 hrs*	<b>\$25.24</b>	<b>\$25.81</b>	<b>\$26.45</b>	<b>\$27.11</b>	<b>\$27.79</b>	<b>\$28.35</b>	<b>\$28.92</b>	<b>\$29.49</b>
Sharp Room, CIP, Shipper, Receiver 1,001 - 2,000 hrs*	<b>\$26.24</b>	<b>\$26.83</b>	<b>\$27.50</b>	<b>\$28.19</b>	<b>\$28.89</b>	<b>\$29.47</b>	<b>\$30.06</b>	<b>\$30.66</b>
Sharp Room, CIP, Shipper, Receiver*	<b>\$27.24</b>	<b>\$27.85</b>	<b>\$28.55</b>	<b>\$29.26</b>	<b>\$29.99</b>	<b>\$30.59</b>	<b>\$31.21</b>	<b>\$31.83</b>
Freezer Operator, Mix Maker 0 - 1,000 hrs*	<b>\$25.41</b>	<b>\$25.98</b>	<b>\$26.63</b>	<b>\$27.30</b>	<b>\$27.98</b>	<b>\$28.54</b>	<b>\$29.11</b>	<b>\$29.69</b>
Freezer Operator, Mix Maker 1,001 - 2,000 hrs*	<b>\$26.41</b>	<b>\$27.00</b>	<b>\$27.68</b>	<b>\$28.37</b>	<b>\$29.08</b>	<b>\$29.66</b>	<b>\$30.26</b>	<b>\$30.86</b>
Freezer Operator, Mix Maker*	<b>\$27.41</b>	<b>\$28.03</b>	<b>\$28.73</b>	<b>\$29.45</b>	<b>\$30.18</b>	<b>\$30.79</b>	<b>\$31.40</b>	<b>\$32.03</b>

\* Increases to the rates above fall on the first Sunday following the completion of their hours

Plant Floater	<b>\$27.69</b>	<b>\$28.31</b>	<b>\$29.02</b>	<b>\$29.75</b>	<b>\$30.49</b>	<b>\$31.10</b>	<b>\$31.72</b>	<b>\$32.36</b>
Certified Mix Maker	<b>\$27.69</b>	<b>\$28.31</b>	<b>\$29.02</b>	<b>\$29.75</b>	<b>\$30.49</b>	<b>\$31.10</b>	<b>\$31.72</b>	<b>\$32.36</b>

Maintenance Employees	<b>\$27.86</b>	<b>\$28.49</b>	<b>\$29.20</b>	<b>\$29.93</b>	<b>\$30.68</b>	<b>\$31.29</b>	<b>\$31.92</b>	<b>\$32.55</b>
Maintenance Employees with papers	<b>\$33.28</b>	<b>\$34.03</b>	<b>\$34.88</b>	<b>\$35.75</b>	<b>\$36.65</b>	<b>\$37.38</b>	<b>\$38.13</b>	<b>\$38.89</b>
Journeyman Mechanic (Electrician, Millwright, Welder)	<b>\$37.57</b>	<b>\$38.42</b>	<b>\$39.38</b>	<b>\$40.36</b>	<b>\$41.37</b>	<b>\$42.20</b>	<b>\$43.04</b>	<b>\$43.90</b>
Maintenance Employee - Parts Person (as designated by Management)	<b>\$29.37</b>	<b>\$30.03</b>	<b>\$30.78</b>	<b>\$31.55</b>	<b>\$32.34</b>	<b>\$32.99</b>	<b>\$33.65</b>	<b>\$34.32</b>

Maintenance employees above include Full-time and Part-time

## Agropur Canada – Edmonton Ice Cream Part-Time Employees

Classification	Current	1-Dec-19	29-Nov-20	28-Nov-21	27-Nov-22	3-Dec-23	1-Dec-24	30-Nov-25
Dairy Worker 0 - 1,000 hrs	<b>\$22.37</b>	<b>\$22.87</b>	<b>\$23.45</b>	<b>\$24.03</b>	<b>\$24.63</b>	<b>\$25.12</b>	<b>\$25.63</b>	<b>\$26.14</b>
Dairy Worker 1,001 - 2,000 hrs	<b>\$23.37</b>	<b>\$23.90</b>	<b>\$24.49</b>	<b>\$25.11</b>	<b>\$25.73</b>	<b>\$26.25</b>	<b>\$26.77</b>	<b>\$27.31</b>
Dairy Worker 2,000 + hrs	<b>\$24.37</b>	<b>\$24.92</b>	<b>\$25.54</b>	<b>\$26.18</b>	<b>\$26.83</b>	<b>\$27.37</b>	<b>\$27.92</b>	<b>\$28.48</b>

Sharp Room, CIP, Shipper, Receiver 0 - 1,000 hrs	<b>\$23.24</b>	<b>\$23.76</b>	<b>\$24.36</b>	<b>\$24.97</b>	<b>\$25.59</b>	<b>\$26.10</b>	<b>\$26.62</b>	<b>\$27.16</b>
Sharp Room, CIP, Shipper, Receiver 1,001 - 2,000 hrs	<b>\$24.24</b>	<b>\$24.79</b>	<b>\$25.41</b>	<b>\$26.04</b>	<b>\$26.69</b>	<b>\$27.22</b>	<b>\$27.77</b>	<b>\$28.32</b>
Sharp Room, CIP, Shipper, Receiver 2,000 + hrs	<b>\$25.24</b>	<b>\$25.81</b>	<b>\$26.45</b>	<b>\$27.11</b>	<b>\$27.79</b>	<b>\$28.35</b>	<b>\$28.92</b>	<b>\$29.49</b>

Freezer Operator, Mix Maker 0 - 1,000 hrs	<b>\$23.41</b>	<b>\$23.94</b>	<b>\$24.54</b>	<b>\$25.15</b>	<b>\$25.78</b>	<b>\$26.29</b>	<b>\$26.82</b>	<b>\$27.36</b>
Freezer Operator, Mix Maker 1,001 - 2,000 hrs	<b>\$24.41</b>	<b>\$24.96</b>	<b>\$25.58</b>	<b>\$26.22</b>	<b>\$26.88</b>	<b>\$27.42</b>	<b>\$27.96</b>	<b>\$28.52</b>
Freezer Operator, Mix Maker 2,000 + hrs	<b>\$25.41</b>	<b>\$25.98</b>	<b>\$26.63</b>	<b>\$27.30</b>	<b>\$27.98</b>	<b>\$28.54</b>	<b>\$29.11</b>	<b>\$29.69</b>

Increases to the rates above fall on the first Sunday following the completion of their hours.

## Agropur Canada – Edmonton Ice Cream Student Employees

Classification	Current	1-Dec-19	29-Nov-20	28-Nov-21	27-Nov-22	3-Dec-23	1-Dec-24	30-Nov-25
Students	<b>\$18.22</b>	<b>\$18.63</b>	<b>\$19.10</b>	<b>\$19.57</b>	<b>\$20.06</b>	<b>\$20.46</b>	<b>\$20.87</b>	<b>\$21.29</b>

For the purposes of this Appendix: Hours of work=hours paid.

The parties agree that Appendix "A" does not prevent the implementation of additional premiums as determined by the Employer from time to time.

Prior to the implementation of any additional premium, the Employer shall advise the Union. Upon request of the Union, the Employer shall meet with the Union to discuss the additional premium prior to the implementation.

## Freezer Premium

Effective first Sunday following the date of ratification the Freezer Premium shall be one dollar and ten cents (\$1.10) per hour.

Effective December 2<sup>nd</sup>, 2017 the premium shall be increased to one dollar and twenty-five cents (\$1.25) per hour.

## Lead Person

Lead Person appointed by the Employer receives eighty-five (\$0.85) cents per hour for all time so appointed. Effective December 2<sup>nd</sup>, 2018 this premium shall be increased to one dollar (\$1.00) per hour.

## Fork Lift Operator

A premium of fifty (\$0.50) cents per hour, in addition to the Dairy Worker rate, shall be paid an employee who operates the Fork Lift for a period of over four (4) hours per day, for each hour so employed.

## First Aid

All qualified employee to receive ten (\$10.00) dollars per month.

Effective December 1<sup>st</sup>, 2017 increase to fifteen dollars (\$15.00) per month.  
December 1<sup>st</sup>, 2018 increase to twenty dollars (\$20.00) per month.

## Boot Allowance

Employees shall be reimbursed a one hundred and twenty-five (\$125.00) dollar boot allowance annually effective January 1<sup>st</sup>, 2016 for the purchase of approved footwear. Effective January 1<sup>st</sup>, 2018 this allowance shall be increased to one hundred and fifty (\$150.00) dollars annually.

## Letters of Understanding

### Letter of Understanding #1 – Hours of Work

The parties agree, subject to Government approval and unanimous acceptance by the employees, to experiment with a four (4) day work week. If successful to the Employer and acceptable to all employees, a four (4) day week shall be adopted with weekly hours to be forty (40).

### Letter of Understanding #2 – Retirement Plan – C.C.W.I.P.P. Stabilization Fund

If the Stabilization Fund is discontinued, the balance of any assets held within the Stabilization Fund shall only be used for the benefit of the Employer's employees in the bargaining unit, in a manner to be agreed upon by the Employer and the Union.

### Letter of Understanding #3 – Clarification – Floater

An employee posted into the Floater position will be used as relief for employees who are on vacation, employees who are sick or otherwise not at work, and for vacancies.

### Letter of Understanding # 4 – Alberta Health Care

Should the Government of Alberta charge employees for Alberta Health Care premiums, Article 14.1 and 14.5 shall apply.

### Letter of Understanding #5 – Electronic Pay Statements

Further to Article 6.2, the Employer agrees to provide reasonable measures to provide for the protection of employees' personal information when they are accessing their electronic pay statements on Employer computers that have been provided for this purpose.

In addition, upon request, the Employer will provide assistance to an employee who would like to have an electronic pay statement printed off, provided such requests are reasonable.

### Letter of Understanding # 6 – Hiring of New Employees

The Union and the Employer recognize that new employees are hired from time to time as operational requirements vary. The Employer does not intend to reduce the weekly hours of work of an employee for the primary purpose of replacing such hours with another employee at a lower hourly rate of pay.

### Letter of Understanding #7 – Maintenance Job Postings

Notwithstanding anything to the contrary in Articles 8.3 and 8.4 of the Collective Agreement, the Employer shall be able to use their discretion in determining whether or not existing employees have the appropriate qualifications, merit, skill and ability to be considered successful applicants for any Maintenance Department position that is posted. Management shall not be arbitrary or discriminatory in reaching its decision.

### Letter of Understanding #8 – Union Representation for Suspended Employees

The parties agree that the following guidelines will be in effect for the term of the Collective Agreement expiring:

- (a) Should an employee be suspended from the workplace and called back for an interview, the Union will be notified of the time and date of the interview.
- (b) If a representative of the Union is not able to attend, the Union Steward or another employee of the suspended employee's choice shall be present for the interview.



## Letter of Understanding #9 – Vacation Payment

- (a) Although Article 7.1 of the Collective Agreement contemplates that full-time employees receive a paid vacation after they have completed a full year of service, the Employer permits full-time employees to take vacation during their first year of service. It is understood this will be permitted either on an unpaid basis or on a pro-rated basis, given the circumstances. As a result of this practice, some full-time employees who take annual vacation prior to their vacation anniversary date have a negative balance in their vacation account. In order to eliminate that negative balance, an employee must work until their anniversary date.

## Letter of Understanding #10 – Single Days of Vacation

- (a) The Employer will allow full-time employees with four (4) weeks of vacation eligibility or more to use a maximum of one (1) week of their entitlement in single day increments.
- (b) Notwithstanding anything to the contrary in Article 7 of the Collective Agreement, these full-time employees may choose to not schedule up to one (1) week of their vacation entitlement in order to use these days for single day increments.
- (c) All requests for single day increments must be provided to the Plant Superintendent at least ten (10) days in advance and will be approved at the Employer's sole discretion but will not be unreasonably denied. This notice period can be waived by the Employer at its discretion. Requests will be reviewed on a first come first served basis.
- (d) Any individual days of vacation must be scheduled by October 1<sup>st</sup> of each year. Those days that are not scheduled to be taken by October 31<sup>st</sup> will be scheduled by the Employer, unless otherwise mutually agreed.

**Letter of Understanding #11 – Extension of Term of Collective Agreement**

**WHEREAS the Collective Agreement between the Employer and the Union is currently in effect until December 18, 2021;**

**THE PARTIES HEREBY AGREE TO THE FOLLOWING UNDERSTANDING:**

- 1. The Employer and the Union acknowledge that the Collective Agreement will be extended until December 19, 2026.**
- 2. The Employer and the Union agree that this LOU will replace wording in Article 21 – Expiration and Renewal 21.1 (a) to “This Agreement shall be in effect from December 20, 2015 and shall remain in force until December 19, 2026,”.**

**Letter of Understanding #12 – FTE (Full-Time Equivalent) Status Quo**

**The Parties hereby agree to the following understanding:**

- 1. The Employer agrees to maintain current full-time FTE (Full-Time Equivalent) count (current as of May 2019) for the duration of this current Collective Agreement (December 19<sup>th</sup>, 2026).**
- 2. The Employer and the Union agree that temporary lay-offs may take place to account for operational seasonality.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **2019**.

For the Employer:

For the Union:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employer Committee:

Bargaining Committee:

Chris Hestbak  
***Kyle Federowich***  
***Monica Park***

Mary Rea  
***Yuban Michael***  
***Aaron Goguen***  
***Lee Clarke***

This Agreement was ratified on May **17<sup>th</sup>, 2019**