

Collective Agreement

between

**United Food and Commercial Workers Canada Union
Local No. 401
Clerical Unit**

(hereinafter referred to as the “Employer”)



of

Alberta

and

**International Association of Machinists
and Aerospace Workers
Local Lodge 1722**

(hereinafter referred to as the “Union”)



Effective December 31, 2017 to December 31, 2020

Ratified April 11, 2019

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PREAMBLE

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

The Employer and the Union mutually agree as follows:

ARTICLE 1 - RECOGNITION

- 1.01 The United Food and Commercial Workers Canada Union, Local No. 401 recognizes the Union as the exclusive bargaining agent for all office and clerical Employees of the United Food and Commercial Workers Canada, Local 401, save and except Union Representative and those above the rank of Union Representative, anyone above category 2, and the Office Manager.
- 1.02 The Employer shall not contract out bargaining unit work.
- 1.03 No Employee outside the bargaining unit shall perform bargaining unit work if such work displaces a bargaining unit member.
- 1.04 New Member Orientation - The Steward shall have thirty (30) minutes for new member orientation with all new Employees in order to familiarize the new Employees with the Collective Agreement and their role as a Union member. Where possible, this thirty (30) minute period shall be in person or if this is not possible, the thirty (30) minute orientation shall be by telephone or Skype.
- 1.05 The Employer agrees to provide an orientation period within the first seven (7) days for all new hires to enable them to understand their benefit packages as well as "Dashboard". Upon ratification, existing Employees will be provided a session on benefits and "Dashboard" at the next Administration meeting (May 2019).

ARTICLE 2 – UNION SECURITY

- 2.01
 - a) A regular Employee is any person employed on a full-time permanent basis and who has completed the probationary period.
 - b) Temporary Employees are those Employees hired for a limited period of time either to fill a temporary job or to fill a permanent job temporarily vacated due to any form of approved leave or vacation of a permanent Employee and shall not be covered by provisions of this Agreement.

- c) Permanent part-time Employees are those Employees who work for a specified work period on a continuing basis for less than normal hours of work. They shall be covered by the provisions of this Agreement on a pro-rata basis consistent with the time regularly employed each week. They will acquire seniority on the basis of actual time worked.

2.02 All Employees who are members of the Union on the effective date of this Agreement, or who subsequently become members, shall remain members in good standing in the Union during the term of the Agreement as a condition of continued employment.

2.03 All Employees who are not members of the Union shall become members of the Union on the effective date of this Agreement and shall remain members in good standing in the Union during the term of this Agreement as a condition of continued employment.

2.04 The Employer shall deduct, upon authorization from the Employee, weekly, the current monthly dues of any Employee covered by this Agreement commencing the first full week of employment and shall forward monies so deducted to the Union not later than the fifteenth (15th) day of each month following such deduction. With such remittance, the Employer shall furnish the Union with a list showing the names of the Employees paying dues, and those not paying dues, and listing the reason why they are not paying dues.

In the event a member from the United Food and Commercial Workers Canada Union, Local No. 401 bargaining unit is brought in as a temporary Employee, the Employer agrees to pay the UFCW Local 401 Clerical Unit of IAMAW Local Lodge 1722 unit the dues of two (2) hours per month at the rate of the Employer's discretion.

2.05 Check-Off Payments

The Employer shall deduct from every Employee any dues, initiation fees, or assessments levied by the Union on its members.

The Steward(s) shall be advised of all new Employees entering and leaving the bargaining unit.

The Union Steward shall be notified of any new Employees who fall under the terms of this Collective Agreement. This notification shall include the Employee's name, location, position, employment status.

ARTICLE 3 - SENIORITY

3.01 Seniority shall be accumulated on the basis of length of service with the United Food and Commercial Workers Canada Union, Local No. 401 and shall be accorded to each permanent and full-time Employee at the completion of the probationary period of six (6) months, effective from the first day of employment subject to Article 2.01.

Should the Employer find it necessary to extend the probationary period of an Employee, they will meet with the Employee and a Shop Steward; and upon mutual agreement, the probationary period may be extended. Upon mutual agreement, a letter outlining the extension should be drafted outlining the terms of the extension, and a copy shall be given to both the Employer and the Union.

3.02 In promotions, transfers, layoffs, and recalls, seniority will be the only consideration providing Employees are available with the necessary qualifications and ability to perform the work required.

Layoffs shall take place in the following order: temporary, and probationary, part-time and full-time Employees. For all Employees who have seniority, recall shall be in the reverse order.

3.03 Seniority shall be considered terminated when an Employee voluntarily leaves the service of the Employer or is discharged for just cause or laid off for over one (1) year.

3.04 The seniority status of an Employee granted leave of absence shall be retained and shall continue to accumulate. However, Employees on an extended personal leave of over six (6) months shall not accumulate seniority.

3.05 The seniority status of an Employee who is laid off shall be retained for a period of one (1) year.

3.06 The Employer will supply the Union Steward with a seniority list every six (6) months.

3.07 In the event of United Food and Commercial Workers Canada Union, Local No. 401 office closure, partial closure, or relocation of same or reduction of operation which results in a layoff, affected Employees according to seniority shall be offered the opportunity to relocate with full retention of benefits, rate of pay, and seniority.

Moving Expenses

The Employer agrees not to transfer Employees without first discussing a transfer with the Employee concerned. Transfers will not be for arbitrary or discriminatory reasons.

If the Employer requires an Employee to transfer, the Employer will pay for the reasonably required costs of shipping and delivery of the relocated Employee's household goods from the Employee's present home to the city of the new assignment, provided that such household movement is reasonably required due to the distance of the transfer and providing that prior approval of the costs has been received. In such cases, the Employee will obtain several moving company estimates. Such estimates are to include packing and unpacking, insurance, and proper storage if necessary.

The Employer will pay for all real estate fees incurred in selling the Employee's home. Further, the Employer will pay for all legal fees incurred for both the selling of the Employee's home and the purchasing of another. The Employer will also pay for all costs of disconnecting and connecting phones, utilities, and cable television.

If the Employee is renting his/her home, then the Employer will pay any lump sum payment to break a lease.

If a transfer is requested by an Employee and agreed to by the Employer, then the costs of moving shall be borne by the Employee and the provisions of this article shall not be applicable.

- 3.08 Any Employee who is hired by the Employer out of any bargaining unit under contract by United Food and Commercial Workers Canada Union, Local No. 401 will be entitled to bring his/her vacation entitlement with him/her to a maximum of 50% of years of service.

Seniority would be from day one of when he/she starts with the Employer for purposes of layoff, job promotion, vacation scheduling, etc.

- 3.09 Transfers and Mergers

During the term of this Agreement, no Employee employed at the date of certification will lose his/her employment due to merger with another local Union or the job that he/she presently performs, unless he/she requests to be considered for any new position that might occur as a result of the merger.

ARTICLE 4 – HOURS OF WORK AND OVERTIME

4.01 a) Hours of Work

Regular full-time Employees shall be paid forty (40) hours per week.

The normal hours of work will be 8:00 a.m. to 5:00 p.m., Monday to Friday. Starting times and quitting times will be as per past practice but may be changed by mutual agreement.

Optional hours of work will be 7:00 a.m. to 4:00 p.m. for the first day of training in either Calgary or Edmonton offices to allow for the setup of classrooms.

- b) Two (2) paid relief periods per day of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon, shall be allowed.

4.02 Christmas Week

Employees shall be given Christmas week off with one (1) person working with no loss of pay on a fair rotational basis. Christmas week shall be defined as December 27th through to December 31st, and the rotation shall be as follows:

Categories 1

Edmonton – Every four (4) years
Calgary (North) – Every four (4) years
Lethbridge – Every four (4) years
Brooks – Every four (4) years
Red Deer – Every four (4) years

- 4.03 All time worked outside or in excess of the work day or the work week shall be considered overtime.

- 4.04 If overtime is required, it will not be unreasonably denied but must be approved prior to working the overtime. Authorized overtime will be paid at the rate of double (2X) time.

- 4.05 All Employees who are required to return to work following completion of the regular work day will receive call back pay of a minimum of two (2) hours' pay at double (2X) time; anytime thereafter shall be paid at the rate of double (2X) time.

An Employee called into work on Saturday or Sunday will be paid a minimum of four (4) hours' pay at double (2X) time. Anytime thereafter shall be paid at the rate of double (2X) time.

- 4.06 A meal allowance of twenty (\$20.00) dollars will be paid to Employees when required to work overtime in excess of two (2) hours.
- 4.07 An Employee who is required to work in excess of two (2) hours' overtime will be given a paid thirty (30) minute period.
- 4.08 No Employee shall be scheduled to work less than four (4) hours.

ARTICLE 5 – JOB POSTINGS

- 5.01 Employees shall be notified within five (5) days of all job vacancies or new positions.
- 5.02 An Employee who wishes to apply for any job vacancy may do so in writing within ten (10) working days.
- 5.03 The job vacancy shall be awarded within fifteen (15) working days of notification to the senior applicant provided he or she is able to perform the job satisfactorily and has the qualifications.
- 5.04 An Employee promoted to a higher rated position shall be on a trial basis for ninety (90) calendar days.
- 5.05 In the event an Employee is not able or does not wish to complete the training period, or cannot satisfactorily perform the job following the training or trial period, the Employee shall be returned to the Employee's former position, wage or salary rate, without loss of seniority; and any other Employee who has been promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.
- 5.06 New Employees shall not be hired where there are Employees on layoffs able to perform the job satisfactorily.

ARTICLE 6 – TEMPORARY ASSIGNMENTS

6.01 Temporary Assignments to a Higher Rated Position

If work of a higher paid classification is temporarily required of any Employee, said Employee shall be so notified and shall receive the wage of that higher classification for as long a period of time as the Employee works at the higher classified position.

6.02 Temporary Assignments to a Lower Rated Position

If an Employee is temporarily shifted to any classification paying a lower wage than the regularly assigned classification, no reduction in wages shall be made.

6.03 The Employer agrees to fill the vacated position of Reception in the Edmonton office when that Employee is off on approved leave of more than five (5) consecutive days.

ARTICLE 7 – PAID HOLIDAYS

7.01 Paid holidays observed will be as follows:

New Year's Day	Labour Day
Family Day	Thanksgiving
Good Friday	November 11th (Remembrance Day)
Victoria Day	Christmas Day
Canada Day	Boxing Day
Heritage Day	

One additional paid holiday which will be a Floater to be taken at times other than in a week a paid holiday occurs by mutual agreement.

7.02 If any Employee is required to work on any of the holidays designated in this article, the Employee will be compensated for the hours worked at double (2X) time, in addition to a full day's pay for the holiday.

7.03 When any of the holidays designated in this article fall on Saturday or Sunday, the day before or next working day shall be recognized due to operational reasons.

ARTICLE 8 - VACATIONS

8.01 Regular full-time Employees will earn and receive annual vacation pay as set forth in the schedule immediately following:

1-3 years service	3 weeks
4-10 years service	4 weeks
11-15 years service	5 weeks
16-19 years service	6 weeks
20+ years service	7 weeks

Notwithstanding the above, an Employee with six (6) months to twelve (12) months of service may take one (1) week of the first year's entitlement.

8.02 Vacation must be taken in blocks of one (1) week, with the exception of one (1) week that may be split into blocks of 2 or 3 days but not in June, July, or August.

8.03 The person with highest seniority with the Employer has the first choice of vacation time as per Article 3.08.

Vacation selection must be completed by March 31st of each year or the Employee loses the selection by seniority for that year and, at that time, the unused weeks of vacation shall be scheduled by mutual agreement where available. Employer shall communicate approval to Employees by April 15th of each year.

8.04 Any portion of vacation earned and not taken shall upon termination be paid out.

8.05 Vacation pay will be based on the Employee's regular salary.

8.06 Pay for vacation earned but not taken, in the event of the death of an Employee, will be paid to the Employee's beneficiary.

8.07 If a holiday, as defined in this Agreement, falls during an Employee's vacation, the Employee shall in addition to his/her regular vacation also receive an extra day's vacation in lieu of such holiday or in lieu of an extra day's vacation an Employee will be compensated at straight time for such day.

8.08 Any Employee who is on approved absence covered under this Agreement at the time of the Employee's scheduled vacation shall be permitted to rearrange the vacation schedule to another date consistent with the vacation policy. In instances such as the foregoing, vacation time may be carried over and must be used by March 31st of the following year.

8.09 If an Employee has an illness or injury of one (1) or more days' duration occurring within scheduled vacation, the Employee will be allowed to charge such days against said Employee's sick leave and to add the number of days to said Employee's paid vacation. The Employer may require satisfactory proof of illness or injury.

8.10 Quality of Life Benefit

To recognize the fact that both categories work in a stressful environment, the following additional days off with pay will be granted to all Employees who have **one (1)** year of service or more. These days off will be over and above the qualified vacation times as listed in Article 8.01 of this Agreement.

- 1 year service - one (1) day off with pay
- 2 years' service - two (2) days off with pay
- 3 years' service - three (3) days off with pay
- 4 years' service - four (4) days off with pay
- 5 years' service - five (5) days off with pay

ARTICLE 9 – LEAVE OF ABSENCE

Preamble

The Employer and the Union agree that all current Alberta Employment Standard laws as of January 1, 2019 will apply going forward to this Agreement and future Agreements. If the Alberta Employment Standard laws are improved or modified, no changes will be implemented without mutual agreement. A copy of the Alberta Employment Standards laws will be kept on file by both parties.

9.01 Funeral 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, son-in-law, daughter-in-law, grandmother, grandmother-in-law, grandfather, grandfather-in-law, and grandchildren, step relative, same sex partner 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 to: up to one (1) week's 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.

Time off due to death of a member of an Employee's family must be taken at the time of the bereavement.

- 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 clause 9.01(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 a pro rata basis of normal, scheduled hours worked during the prior four (4) weeks for days of leave of absence which, normally, would have been work days.

In case of death of spouse, father, mother or child/step child, the Employee shall be entitled to, up to one (1) week's 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.

- c) If it becomes necessary for an Employee on vacation to attend the funeral of a member of the immediate family, the number of days authorized for such funeral leave, as set forth in paragraph (a) of this section, shall be added to the Employee's vacation.
- d) Where no other than the Employee can provide for the needs of a member of an Employee's immediate family during illness, an Employee may use up to five (5) working days of accumulated sick leave per illness for this purpose. Immediate family shall mean spouse, child, or parent.
- e) In the event of the death of a spouse, additional time off with pay shall be granted up to two (2) days to make personal arrangements. This shall be without loss of wages, benefits, or seniority.

9.02 Leave for Parents

In order to qualify for the maternity and parental leave salary top up by the Local, Employees must have been employed for two (2) years from their date of hire.

- a) Maternity Leave

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 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 confinement. Such leave may, at her discretion, commence twelve (12) weeks or more (depending on medical requirements) prior to confinement and the period, if any, between the date of confinement mentioned in the certificate and the actual date.

Employees will continue to accrue seniority while on maternity leave.

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

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

The Employee, when returning to work at the end of her leave (maternity or parental leave) shall give the Employer two (2) week's notice of date of return and submit a certificate from her doctor, indicating that her resumption in employment will not, in his/her opinion, endanger her health.

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

The Employee shall be returned to her former position at the completion of her leave of absence.

As of January 1st, 2010

Female Employees will be granted the first five (5) weeks of maternity leave at the Employee's regular salary top up.

As of January 1st, 2011

Female Employees will be granted the first ten (10) weeks of maternity leave at the Employee's regular salary top up.

The Employer agrees to provide five (5) weeks of parental/adoption leave at the Employee's regular salary to an Employee who is the primary care giver of the child. An additional thirty-two (32) weeks parental/**adoption** leave, without pay, will be granted if an Employee so requests.

Parental leave, for female Employees, shall be in addition to their maternity leave.

Said paid maternity and parental leave shall be consistent with E.I. regulations and Employees agree to complete all paperwork necessary to reduce Employer costs.

The above payment of regular salary shall be paid by the Employer, providing the Employee returns to work for the Employer. If an Employee voluntarily terminates his or her employment at the termination of the maternity leave and/or parental leave, or within twelve (12) months of return to work, the amount of money paid by the Employer shall be reimbursable to the Employer in full, or pro-rated based on one-twelfth (1/12) of the amount repayment for each month not completed within one (1) year of the return to work.

b) Parental/Adoption Leave

An Employee about to become a parent shall be entitled to a leave of absence with pay of up to one (1) week at the time of the birth or adoption.

c) The Employer will continue its practice of paying for benefits when an Employee is off on a) or b) above. But if an Employee does not return to work, he/she shall reimburse the Employer the cost.

9.03 Jury Duty and Material Witness

An Employee required to serve as a member of a jury or subpoenaed as a witness will be permitted to perform such service without loss of salary. Employees will also be permitted to retain any payments for such service.

An Employee will return to work if two (2) hours or more remain of his/her shift.

An Employee who has to appear as a material witness in the afternoon will report to work in the morning or vice versa.

9.04 Personal Leave

Upon written request of an Employee, the Employer shall grant a personal leave of absence without pay or loss of seniority for a period of up to six (6) months and such leave shall not be unreasonably withheld.

9.05 Compassionate Leave

Compassionate leave for all Employees will be dealt with on an individual basis.

The Employer will continue with its practice granting reasonable time off without loss of pay for appointments of the Employee or for family members.

Where the Employee is found to be abusing this practice in the opinion of the Employer, said practice will be discontinued for that Employee.

ARTICLE 10 – UNION RIGHTS AND UNION ACTIVITY

10.01 Union Representatives are entitled to leave their work during working hours, without loss of seniority, to carry out their functions under the Agreement including the investigation and processing of grievances, attendance at meetings with Management.

Permission to leave work during working hours for such purposes shall first be obtained from a Supervisor, but such permission shall not be unreasonably withheld. All time spent in performing Union duties shall be considered, for purposes of salary and benefits, to be time worked.

The Employer will reimburse Employees who attend negotiating meetings and conciliation if the Employer is present to a maximum of two (2) Employees.

10.02 Leave of absence without pay shall be granted for a period of up to (1) year to an Employee who is engaged full-time in Union activity. Such leave of absence shall, upon request, be extended from year to year. During such period of absence, seniority shall continue to accumulate.

10.03 The Employer agrees to allow time off work, without pay, for delegates elected to attend seminars and Union conventions. The Union will endeavor to give the Employer two (2) weeks' notice in regard to conventions.

10.04 One member of the clerical unit shall be selected on a rotational basis out of the five (5) offices, to attend the annual AFL/CLC school. The selection shall be made by the UFCW President and the UFCW Secretary/Treasurer based on Union interest and activism of the selected member. Registration, per diem, and time off work costs shall be borne by UFCW Canada, Local 401.

- 10.05 The Administrative Staff will be provided the minutes of the monthly Representative Staff meetings.

ARTICLE 11 – DISCHARGE AND TERMINATION

- 11.01 It is hereby agreed that the Employer has the right to discharge for just cause, and notice or pay in lieu of notice may be forfeited in the event of such discharge at the Employer's option. The Employer will inform the Union of the reasons for such discharge at the time of discharge if requested.

11.02 Discharge Interview

Any Employee who has been discharged or given a disciplinary suspension may, upon said Employee's request or on the request of the Union, be granted an interview with the President or designee before the discharge takes effect. At such interview, the Employee's Steward and/or Representative may be present.

11.03 Discipline Grievance

Any Employee who has been discharged, suspended, or disciplined, or the Union, may file a grievance not later than ten (10) calendar days after the day of such action in accordance with Article 12.

- 11.04 Discipline entered into an Employees record shall be removed eighteen (18) months from the date of the events leading up to the discipline, provided the Employee has had no further discipline for the same type of infraction.

ARTICLE 12 – GRIEVANCE PROCEDURE

- 12.01 Definition: A grievance under this article shall include a personal grievance, group grievance, or policy grievance.

Step 1

Within ten (10) days of occurrence of a complaint, the affected Employee may present the complaint to the Employee's immediate Supervisor. The Employee may do this personally, or through an appropriate Steward, or with an appropriate Steward. If the Supervisor can settle the complaint orally, within the same day in which it was presented, the Supervisor will do so. If the complaint cannot be disposed of in the same day, the Union may reduce it to writing and present it to the immediate Supervisor as a grievance within ten (10) days.

Step 2

Failing satisfactory settlement at Step 1, within ten (10) days of submitting the grievance, the Steward and the grievor may submit the grievance in writing to the President or designate who shall meet with the Steward, grievor, and the representative of the Union within fourteen (14) days. The President or designate shall render the decision within a period of thirty (30) days after the meeting.

Step 3

Failing satisfactory settlement at Step 2, the Union may, within thirty (30) calendar days after the decision of the President refer the grievance to an arbitrator agreed upon by the parties.

The decision of the arbitrator shall be final and binding on both parties.

The cost of the arbitration shall be borne equally between the parties.

ARTICLE 13 – EMPLOYEE BENEFITS

- 13.01 Should the Alberta Government reinstitute Alberta Health Care premiums, the premiums will be fully paid by the Employer.
- 13.02 Dental (Alberta Blue Cross - Group Plan #13901)
- 13.03 Canadian Council of the United Food & Commercial Workers International Union (U.F.C.W. Canada) in its capacity as the Policyholder of Group Insurance Policy # G-70633.
- 13.04 The Employer will continue the current method of payment in lieu of the non-registered pension plan contribution commencing once an Employee passes his/her probationary period.

Effective date of ratification a one-time five (\$5.00) dollar increase to seventy (\$70.00) dollars per week.
- 13.05 A dry cleaning/clothing allowance of two hundred fifty (\$250.00) dollars per year payable upon receipt after employment of one (1) year for active Employees.
- 13.06 U.F.C.W. International Dental, Life Insurance coverage. Should the Representatives agree to withdraw this plan from their Agreement, then this plan shall terminate from this Agreement as of the same date.

- 13.07 The Employer agrees to maintain the full cost of Alberta Health Care (dependents included) for Employees after they have retired. As clarification to the foregoing, the following restrictions apply:
- a) UFCW Dental Care Plan dental benefits are continued to age sixty-five (65) at which time the Employee is allowed to self pay to continue the benefits.
 - b) Alberta Health Care is paid by the Employer to age sixty-five (65) if premiums are reinstated by Alberta Health Care prior to retirement.
 - c) PBAS Group Benefit Plan #328666 extended medical coverage commences upon retirement. After age sixty-five (65), Group Benefit Plan #328666 extended medical coverage is reduced as laid out in the plan.
- 13.08 Should an Employee wish to obtain a flu shot during the flu season at any medical facility, the Employer shall agree to reimburse the member for the entire cost of the shot, providing the Employee provides a receipt for the cost.
- 13.09 The Employer will pay up to one thousand (\$1,000.00) dollars every two (2) years towards the cost and replacement costs of hearing aids. This will be in addition to any coverage that will be paid by the existing medical plans.
- 13.10 The Employer will pay two hundred fifty (\$250.00) dollars, effective the date both parties agree to these recommendations, towards the cost of eye glasses every two (2) years, in addition to the benefit provided for in PBAS Group Benefit Plan #328666. If the insurance plan does not cover eye examinations once every two (2) years, then the Employer will pay the cost of the examination. This benefit shall include dependents.
- 13.11 The Employer agrees to pay two hundred (\$200.00) dollars for all Employees that do not wear prescription glasses for U.V. protection. This benefit shall include dependents.
- 13.12 If on a regular basis or a one-time cost for prescriptions is over one thousand (\$1000.00) dollars, the Employer will cover the cost that exceeds five hundred (\$500.00) until the Employee is reimbursed by the carrier.
- 13.13 Massage Therapy
- Massage therapy will be topped up to seventy (\$70.00) dollars per visit (combined Plan plus Local – for the first six (6) visits per year). Anything over six (6) visits will be as per the benefit plan. This benefit shall include dependents.

- 13.14 The Employer will cover the cost of non-traditional medical coverage into the current benefit program for Reflexology, Naturopath, Chiropractic and Acupuncture up to one thousand five hundred (\$1,500.00) dollars per year. All claims must be submitted to PBAS prior to submission to the Employer. This benefit shall include dependents.
- 13.15 Company to pay fifty (50%) percent of the cost of laser eye surgery to a maximum of fifteen hundred (\$1,500.00) dollars per lifetime. This benefit shall include dependents.
- 13.16 The Employer will establish and proceed as of the date of hire with all payroll deductions and submissions to the necessary benefits plans as per eligibility guidelines so as to avoid any short falls in contributions or benefits.
- 13.17 For new Employees, benefit coverage other than those specified in this Collective Agreement shall commence from date of full-time employment, but can only be applied for after the completion of the probationary period.

ARTICLE 14 – SEVERANCE PAY

- 14.01 An Employee with more than two (2) years of service who is terminated or laid off by the Employer for reasons other than discharge for cause shall receive severance pay calculated at the Employee's regular rate of pay on the basis of one (1) week's pay for each year of service to a maximum of twenty-five (25) weeks.
- 14.02 Severance pay owed to an Employee in the event of the death of such Employee will be paid to the Employee's beneficiary or Estate.

ARTICLE 15 – NO DISCRIMINATION

- 15.01 The Union and the Employer recognize the right of the Employees to work in an environment free from harassment, and the Employer undertakes to discipline any person employed by the Employer engaged in harassment of another Employee.
- a) Harassment shall be defined as:
- i) Harassment may include any comment or conduct by any person towards another which is hurtful or malicious and is unwelcome and unwanted. Unwelcome or unwanted in this context means any behaviour or action which the harasser knows or ought reasonably to know is not desired by or acceptable to the victim.

ii) No person shall be harassed because of age, race, creed, colour, national origin, political, religious affiliation or activity, sex or marital status, sexual orientation, place of residence, disability, nor by reason of his/her membership or activity in the Union.

b) Sexual harassment shall be defined as:

- i) Inappropriate touching, including touching which is expressed to be unwanted;
- ii) Suggestive remarks or other verbal abuse with a sexual connotation;
- iii) Compromising invitations;
- iv) Repeated or persistent leering at a person's body;
- v) Demands for sexual favours;
- vi) Sexual assault.

15.02 In cases of sexual harassment, the Employer and the Union shall meet to determine if the Employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the grievance.

15.03 An Employee may initiate a grievance under this clause at the first step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.

15.04 It is the policy of the Employer to ensure that the working environment is conducive to the performance of work and is such that Employees are not hindered from carrying out their responsibilities. The Employer considers harassment in the workforce to be a totally unacceptable form of intimidation and will not tolerate its occurrence. The Employer will ensure the victims of harassment are able to register complaints in complete confidence without fear of reprisal.

15.05 It is the responsibility of the Employer to ensure that this policy is respected by all Employees. The Union and the Employer agree that during the life of this Agreement, they shall jointly develop procedures to deal with any allegations of harassment, which shall be attached to and form part of this Collective Agreement.

ARTICLE 16 – EQUAL PAY

16.01 There shall be equal pay for work of equal value.

ARTICLE 17 – NO STRIKES OR LOCKOUTS

- 17.01 There shall be no strikes on the part of the Union nor lockouts so long as this Agreement continues to operate.

ARTICLE 18 – RIGHTS AND PRIVILEGES

- 18.01 If a right or privilege not covered by this Agreement is practiced, the Union will so advise the President. The Employer will meet with the Union in order to attempt to amend this Agreement to appropriately reflect the right or privilege.

ARTICLE 19 – HEALTH AND SAFETY

- 19.01 The Employer shall make all reasonable provisions for the safety and health of the Employees. The Union shall, from time to time, bring to the attention of the Employer any suggestions in this regard and also any other suggestions for improvements in conditions of work.
- 19.02 The Employer shall recognize and provide W.H.M.I.S. training to all Employer's clerical Employees.
- 19.03 A pregnant Employee will not be required to operate equipment against her will if she believes that in doing so her health or that of the fetus may be affected. Such Employee may elect to take alternate work if available with no loss of pay or other benefits. Such Employee may elect to take an unpaid leave of absence as provided for in this Agreement.

ARTICLE 20 – TECHNOLOGICAL AND PROCEDURAL CHANGES

- 20.01 In the event of proposed technological changes such as the introduction of office machinery, the Employer agrees to advise the Union of such changes and further agrees to offer employment to his/her present Employees before hiring from the outside market. The Employer further agrees to institute a training program for these Employees who wish to accept employment in these mechanized positions. If there are no jobs available, the Employee will be entitled to Article 14.

ARTICLE 21 – SKILL/TRAINING

- 21.01 Any Employee who wishes to further his/her knowledge regarding the office of the Employer shall do so outside the recognized working hours or days and the Employer agrees to reimburse the Employee for fees for such classes or courses upon successful completion. The Employee must have prior authorization by the Employer.

- 21.02 Courses which are deemed by the Employer to be essential for the performance of duties at work will be fully paid for and will be taken by the Employee during regular fully paid hours.

ARTICLE 22 – FITNESS FACILITIES

- 22.01 The Employer will pay the one-time cost of a membership in a fitness centre as well as the monthly cost after the first year of employment.

The one-time cost will be to a maximum of four hundred (\$400.00) dollars. The monthly cost thereafter will be up to seventy (\$70.00) dollars per month.

The one-time cost will be reimbursed after six (6) months of usage providing the centre has been used at least ten (10) times per month.

The monthly program payment will be reimbursed every six (6) months providing the above monthly usage is continued.

If an Employee is out of town, it will be taken into consideration in regards to the usage issue if the membership cannot be used in other areas.

ARTICLE 23 – THE RIGHTS OF THE EMPLOYER

- 23.01 The Union recognizes the rights of the Employer to hire and promote, the right to direct the workforce, to discipline or discharge any Employees for just cause subject to the provisions of this Agreement, and the right of the Union or Employee to grieve as provided in Article 18.

- 23.02 The Union recognizes the rights of the Employer to hire and promote Employees to management positions if the majority of their work, in the Employers opinion, is of a confidential nature.

The Employer commits to replacing Employee in the bargaining unit when an Employee is promoted out.

ARTICLE 24 – GENERAL

- 24.01 Joint Labour Management Meetings

There shall be a Joint Labour Management Committee composed of two (2) representatives of the Union. The other two (2) members of the Committee will consist of two (2) people as designated by the Employer.

The committee shall meet every two (2) months, if requested by either party, but not less than three (3X) times a year, at a time convenient to the

parties for the purposes of discussing any item that is of concern to either party arising out of the operation of the work site covered by this Collective Agreement.

Members of the committee representing the Union shall suffer no loss in pay for attendance at such meetings.

24.02 UFCW Scholarships

Dependants of the UFCW Canada Union, Local No. 401 Clerical Staff shall be eligible for all UFCW Canada Union, Local No. 401 and International Scholarships.

24.03 Christmas Bonus

The Employer agrees to continue its practice of providing a Christmas Bonus by December 15th of each year.

24.04 United Food and Commercial Workers Canada Union, Local No. 401 shall pay the cost of obtaining and renewal fee for the Commissioner of Oaths.

ARTICLE 25 – TERMINATION AND AMENDMENT

25.01 This Agreement shall be binding and remain in effect from December 31st, 2017 to December 31st, 2020, and shall remain in full force from year to year thereafter, unless either party gives to the other party notice in writing not more than one hundred twenty (120) days and no less than sixty (60) days prior to the expiry date of the contract.

25.02 Where notice to amend the Agreement is given, the provisions of this Agreement shall continue to be in force until a new Agreement is signed or the right to strike or lockout occurs, whichever first occurs.

APPENDIX "A"

Category 1

An Employee will be trained in the following job duties and perform each:

Receptionist Duties
Clerical Duties
Typing and Word Processing
Shorthand
Dictaphone
Office Machines
Data Entry
Handling Dental Enquiries
Month End Reports and Reconciliation

Category 1

Term	January 1 st , 2015	January 1 st , 2016	January 1 st , 2017
0 – 6 Months	\$21.55	\$21.55	\$21.55
6 – 9 Months	\$22.55	\$22.55	\$22.55
9 – 12 Months	\$23.55	\$23.55	\$23.55
12 Months +	\$28.50	\$29.50	\$30.50

The following Employees have Red Circled wages: (hourly rate plus premium remains)

1. Joanne Reid - \$35.00/hour
2. Ashley Speer - \$33.00/hour
3. Melani Tamblyn - \$33.00/hour

Lump Sum Payments:

1st year (2018) - \$900.00
2nd year (2019) - \$1,200.00
3rd year (2020) - \$1,500.00

Temporary Employees

Duties: Answer phones, routine typing, filing – nineteen (\$19.00) dollars per hour.

The Employer agrees to pay Union dues for all temporary workers while employed.

Temporary workers shall not be entitled to any benefits and are not eligible to vote in any Union elections.

Per Diem

The Employer agrees to pay Employees out of town per diem based upon Union Representatives agreement when entitled.

January 1st, 2011

In province per diem shall be seventy-five (\$75.00) dollars per day.

Out of province per diem shall be one hundred ten (\$110.00) dollars per day.

When an Employee arrives home from out of town after 7:00 p.m., he/she shall receive a late arrival per diem for that day of fifty (\$50.00) dollars.

Out of town shall be defined as more than seventy-five (75km) kilometers from the Union office.

Sick Leave Credits and Payout

Full-time Employees shall accumulate credits at the rate of four (4) hours for each month of employment, up to a maximum of two hundred eight (208) hours.

For new Employees, credits shall commence to accumulate from the date of full-time employment, but can only be applied after completion of a three (3) month full-time employment eligibility period.

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

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

Letter Of Understanding

between
United Food and Commercial Workers Canada Union, Local No. 401 – Clerical Unit
and the
International Association of Machinists and Aerospace Workers, Local Lodge 1722

SENIORITY LISTING

1. Seniority Listing

Name:	Seniority Date:
ABRAHAM, Heather P.	October 21, 2002
REID, Joanne E.	November 1, 2004
MENZAK, Roberta (Bobbie)	February 20, 2006
CROZIER, Arlene	May 27, 2006
SPEER, Ashley K.	June 2, 2008
BRAUN, Kevin M.	December 1, 2008
BINDER, Tammy M.	January 1, 2012
BOYD, Iris J.	October 1, 2012
HUANG, Carol	October 5, 2015
TAMBLYN, Melani A.	May 25, 2016
IWASYK, Sandra A.	June 2, 2016

Dated this 11th day of April, 2019.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written:

FOR THE EMPLOYER:

United Food and Commercial Workers
Canada Union, Local No. 401
Clerical Unit


Doug O'Halloran

FOR THE UNION:

International Association of Machinists
and Aerospace Workers, Local Lodge 1722


Kevin Clark, Directing Business Representative


Kevin Braun



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19	20	21	22	23	24	25
26	27	28	29	30	31	