

COLLECTIVE AGREEMENT

between

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



of
Edmonton, Alberta

and the

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 1722**

BUSINESS REPRESENTATIVES



Renewal Term June 30, 2020

Ratified November 4th, 2019

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COLLECTIVE AGREEMENT

between

United Food and Commercial Workers Canada Union, Local No. 401
(Hereinafter referred to as "the Employer")

and

International Association of Machinists and Aerospace Workers, Local Lodge 1722
Business Representatives
(Hereinafter referred to as "the Union")

WHEREAS it is the intent and purposes of the parties hereto that this Agreement will promote and improve industrial and economic relationships between the Employer and the Union, and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties.

NOW THEREFORE in consideration of the mutual covenants and agreements herein set forth, the parties hereto mutually agree as follows:

ARTICLE 1 – BARGAINING AGENCY AND RECOGNITION

- 1.01 The Employer recognizes the Union as the sole and exclusive bargaining agency for its Employees, as described in the current Certification issued by the Alberta Labour Board, for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.
- 1.02 Employees whose regular jobs are not in the bargaining unit will not work on any jobs that would result in lay-off of permanent staff.
- 1.03 In the event of the President or Secretary-Treasurer in the full-time employ of the Employer vacating their respective office, it is understood that they will have the option to become a member of the bargaining unit. It is understood that no full-time staff representative shall be laid off or reduced to part-time at any time as a result of said return to the bargaining unit.
- 1.04 Contract Employees are individuals who from time to time are hired, at the prerogative and direction of the Employer because of their extraordinary skills, experience and abilities to perform certain specific tasks for the Employer. An example of such individuals would be lawyers, public relations coordinators, printers, photographers, health and safety consultants, etc. This list is for the purpose of example only and is not to be construed to limit the scope or professions that may be hired as contract Employees.

These individuals survive in the employment of the Employer and are not part of the bargaining unit.

The Employer will not contract out work which is normally performed by Employees in the bargaining unit if such contracting out would cause any Employee to be laid off.

ARTICLE 2 – DEFINITION OF EMPLOYEE

2.01 The term “Employee” as used in and for the purposes of this Agreement shall include those Employees of the Employer in the Province of Alberta.

ARTICLE 3 – MANAGEMENT

3.01 Management rights exercised by the Employer, unless expressly limited by this Agreement, are reserved to and are vested exclusively in the Employer; provided, however, that this article will not be used in a discriminatory manner against an Employee because of age, gender, sexual orientation, color, nationality, religion, physical or mental disability or marital status.

3.02 The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of wage rates, training, upgrading, promotion, lay-off, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, gender, sexual orientation, marital status, place of residence, nor by reason of his/her membership or activity in the Union.

3.03 The Union recognizes that the UFCW 401 Executive Board has a special responsibility under the Employer’s constitution and bylaws.

3.04 The Employer recognizes that Employee privacy is important.

3.05 The President of the Employer commits to meeting with the UFCW 401 Executive Board to ensure that privacy rights are appropriately balanced with the operational needs of the Employer.

ARTICLE 4 – UNION SECURITY PROVISIONS

4.01

a) The Employer agrees that any present Employee of the Employer, at the date of signing of this Agreement, will, as a condition of continued employment, maintain membership in the Union in good standing.

b) All new Employees after the ratification date of this Agreement will, as a condition of continued employment, join the Union after completing

his/her probationary period, and as a condition of continued employment maintain membership in the Union in good standing.

4.02

- a) The Employer agrees to deduct weekly, from the earnings of every Employee covered by this Agreement such dues as may be fixed by the Union and communicated to the Employer by the Union. The total amount so deducted, with an itemized statement of same in duplicate will be forwarded to the Union in the manner provided for in section 4.02 b).
- b) Cheques will be made payable to IAMAW District Lodge 14 (on behalf of IAMAW Local Lodge 1722) and shall forward moneys so deducted to the Union not later than the fifteenth (15th) day of each month following such deduction.

4.03 The Employer agrees to have all present and future Employees covered by this Agreement, as a condition of continued employment, sign a check-off card authorizing the Employer to implement the provisions of 4.02 hereof, and the Union agrees to indemnify the Employer and hold it harmless against any claim which may arise in complying with the provisions of this article.

4.04

- a) Union members are to be supplied with Union deduction totals for Income Tax purposes. The Employer agrees to show on Employees "T4" slips the total Union deductions for the previous taxation year.
- b) Union members to be supplied complete breakdown of taxable benefits and earnings.

ARTICLE 5 – BASIC WORK WEEK

5.01 It is understood that the hours of work and workloads of a Business Representative must be flexible however when areas of concern arise with respect to the above, the Employer and a committee of Employees will meet to earnestly endeavor to resolve the problem.

A Business Representative job shall include but not limit to all aspects of servicing the membership which will include working evenings on an as needed basis. The Employer expects the Business Representative to service every fifth (5th) or sixth (6th) weekend. A Business Representative is expected to check the answering service on Saturday, Sunday and Statutory Holidays when they are not on vacation.

Attending Labour Council meetings in your area on a regular basis and all other forms of assisting the Local that is not in violation of the UFCW International Constitution.

ARTICLE 6 – GENERAL HOLIDAYS

6.01 The following days shall be paid General Holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
1 st Monday of August	

Add additional holiday that would be a floater that can be taken at any time. This floating holiday is in lieu of the Employee's birthday.

Also add Heritage Day, if and when proclaimed by the Federal or Provincial Government and all other public holidays proclaimed by the Federal, Provincial or Municipal Governments.

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

6.03 Should any of the above holidays occur during an Employee's vacation period, he/she will be given an extra day's vacation with pay for each holiday to be taken at the beginning of or at the end of the vacation period.

ARTICLE 7 – VACATIONS

7.01 Employees will receive vacations and be paid for the vacation in accordance with the following schedule.

<u>Years of Continuous Service</u>	<u>Annual Vacation Period</u>
Less than 12 years	4 weeks
12 years but less than 18 years	5 weeks
18 years but less than 23 years	6 weeks
23 years and over	7 weeks

7.02 Employees whose absence, due to an occupational or non-occupational accident, sickness or unpaid leave of absence, extends beyond thirty-one (31) consecutive days and results in less than forty (40) hours per week, he/she shall have his/her vacation pay prorated in the subsequent vacation year and the above table will not apply.

7.03 The vacation schedule planner will be posted by February 1st of each year. Employees will have preference of vacation periods in accordance with their

seniority. The vacation schedule planner must be completed by May 1st 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.

Vacation must be taken during the vacation year. Vacation may be carried over to January 31st of the following year if approved.

From time to time the President may cancel vacation. If this happens and an Employee is not able to reschedule the vacation within the time period, the canceled vacation time will be paid out. Should the Employer require an Employee to cancel a vacation and there is a monetary cost to doing so, the Employer will cover all costs.

- 7.04 Vacations with pay in excess of three (3) consecutive weeks for which Employees may be eligible shall be scheduled in advance and taken at a mutually agreed upon time.
- 7.05 Vacation pay will be paid by regular weekly electronic deposit. The amount of the vacation payment will relate directly to the portion of the vacation time entitlement, which is being taken at that particular time.
- 7.06 Employees who terminate their employment with the Employer will be paid vacation pay at the time of their termination on the following percentage basis on the earnings of the Employee for which vacation pay has not been previously paid, as per Article 7.01.

<u>Length of Service</u>	<u>Percentage</u>
Less than 1 year	4%
1 year but less than 13 years	8%
13 years but less than 18 years	10%
18 years but less than 23 years	12%
23 years and over	14%

- 7.07 In the event of a death in the family of an Employee while the Employee is on vacation, the time off work will be considered as bereavement leave rather than vacation. Any vacation time lost because of a death in the Employee's family will be taken at a later time mutually agreed upon by the Employee and the Employer.

In the event of an Employee becoming sick during his/her vacation, verified by a doctor's certificate, the Employee shall, upon proper notification to the Employer, be considered to be on sick leave. Any vacation time lost because of sickness will be taken at a later time mutually agreed upon by the Employee and the Employer.

7.08 Any Employee who is entitled to six (6) or more weeks' vacation per year will be entitled to bank one (1) week per year to be taken to retire early or be paid out upon leaving their employment.

ARTICLE 8 – SENIORITY

8.01

- a) Seniority shall be based on the uninterrupted length of service as Union Representatives with Local 401 (Industrial Council) for the purposes of lay-off and recall. A seniority list, including all Employees covered by this Agreement, can be found in Letter of Understanding #3.
- b) The parties recognize that job opportunities and seniority should increase proportionately to the Employee's length of service. It is agreed that the term "seniority" as used herein, shall refer to an Employee's right to a job based upon his/her length of service with the Employer, and his/her ability to efficiently fulfill the job requirements.
- c) When job vacancies occur or when the Employer creates new job classifications, they will be posted at each location for a period of fourteen (14) calendar days during which time applications may be made by Employees. All jobs posted will include all pertinent information pertaining to the position posted.

Any Employee on an approved leave of absence for three (3) weeks or less will be afforded the opportunity to apply upon return provided they do so within one (1) week of their return.

Any Employee on an approved leave of absence for more than three (3) weeks, the Employer will make every reasonable effort to inform them of the vacancy.

- d) All lay-offs and rehiring after lay-off will be done strictly in accordance with Article 8.01 b).
- e) Seniority of each Employee covered by the Collective Agreement will be established, retroactive to the date of hire, after a probationary period of six (6) months. 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.

8.02 Seniority will be maintained and accumulated during:

- a) Occupational injury,
- b) Absence from employment while serving in the non-permanent armed

- forces of Canada,
- c) Absence due to illness or non-occupational injury,
- d) Jury duty,
- e) Union leaves and absences because of collective bargaining,
- f) Other authorized leaves of absence,
- g) And lay-off of up to one (1) year.

8.03 Laid-off Employees with seniority will be given the first opportunity to be recalled. Employees will be notified of recall by telephone, or other type of message, which will be confirmed by registered mail. An Employee being recalled must return to work as soon as reasonably possible after the first notice of recall as described above, but no longer than ten (10) working days after receipt of the registered notice, unless otherwise mutually agreed upon by the Employer and the Employee.

A copy of the notice will be given to the Shop Steward or Union Committee person.

8.04 Seniority for the purpose of vacation entitlement and health benefits will be the accumulated time served as a member of Local 401 and/or the accumulated time served as a full-time Union Representative including Local 401.

ARTICLE 9 – SAFETY AND HEALTH

9.01

- a) The Employer agrees that it is the responsibility of the Employer to make adequate provisions for the safety and health of the Employees during the hours of their employment.
- b) The Union and the Employees agree to cooperate fully with the Employer on all matters concerning health and safety.
- c) The Employer shall supply a properly equipped First Aid Kit in all offices, buildings and vehicles.

9.02 A “Joint Employee Assistance Committee” (JEAC) will be established and shall comprise equal representation from the Union and the Employer.

The JEAC shall be given the responsibility to develop and design a program or programs which will recognize the many work-related problems which are caused by the type of work stresses brought about by this type of employment. The committee shall sit and meet as soon as possible and as often as necessary to achieve its objectives.

The JEAC shall report its findings and recommendations to the parties within a reasonable time frame. The programs and procedures, once approved, shall be fully supported by the parties.

ARTICLE 10 – GENERAL PROVISIONS

10.01 Health and Welfare

At times the present plans don't always provide for the necessary treatment of certain types of illnesses. If an Employee is off under a doctor's care, the Employer will provide assistance for such things as alcoholism, drug addiction, psychological counseling, weight loss counseling, smoking, stress, or any other mental or physical ailment. This could involve attending a treatment facility not covered by the present plan. All expenses to be borne by the Employer.

This benefit will be provided at the discretion of the President.

10.02 Bulletin Board

The Union will have the use of one (1) bulletin board on the premises of the Employer and provided by the Employer for the purposes of posting official Union notices, which may be of interest to Union members.

10.03 Car Policy

The Employer will continue with its present policy and will provide automobiles, insurance and maintenance. A list of the present vehicles will be outlined in Letter of Understanding #2.

The Employer will have the right to require the return of automobile from an Employee who is off work due to illness or accident or any other reason for a reasonable extended period of time. The choices of vehicles may be changed from time to time at the discretion of the President.

Two (2) years prior to retirement, Employees will have the option of selecting a vehicle of their choice, providing a written commitment to purchase the vehicle is made by that Employee. The Employer will only pay the monthly payment that it would normally pay for a vehicle as per Letter of Understanding #2.

During the fall, winter, and spring months, the Employer agrees to supply each Union vehicle with a full set of winter tires as soon as is practical, upon request of the Employee unless the vehicle has All Weather tires. Employees must speak to their Director for Instructions on where to get the tires.

Any Employee that works for the Employer for twenty-five (25) years or more shall, upon retirement, be entitled to receive a new vehicle which is the same or similar to the Union vehicle that they are driving at the time.

10.04 Bereavement Pay

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/stepchild, 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.

10.05 Jury and Witness Duty Pay

An Employee summoned to jury duty or witness duty, where subpoenaed in a court of law, shall be paid wages amounting to the difference paid them for jury or witness service and the amount they would have earned had they worked on such days. Employees on jury or witness duty shall furnish the Employer with such statements of earnings as the courts may supply.

10.06 Parental and Adoption Leave

The Employer agrees to comply with all applicable legislation pertaining to parental and adoption leave.

Employees shall request an unpaid leave of absence because of pregnancy. Such request shall be granted, provided the Employee submits to her Employer a request, in writing, for such leave at least four (4) 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 her confinement.

The Employer reserves the right to determine the time upon which a pregnant

Employee shall be required to commence a leave of absence, if the duties of her position cannot reasonably be performed or if the Employee's work is materially affected by the pregnancy.

The Employee, when returning to work, shall give the Employer two (2) weeks' notice of the 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.

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

The Employer will cover the cost of benefits for a period of six (6) months for Employees who are on leave because of pregnancy.

The Employer will cover the cost of benefits for a period of three (3) months for Employees who are on an adoption leave.

As an exception to the above:

As of January 1st, 2012

Female Employees will be granted the first fifteen (15) weeks of maternity leave at the Employee's regular salary top up.

The Employer agrees to provide ten (10) weeks of parental leave at the Employee's regular salary to an Employee who is the primary care giver of the child. An additional twenty-seven (27) weeks parental 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.

10.07 Paternity Leave

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

10.08 Education Leave

Employees with two (2) years or more of continuous service with the Employer shall be entitled to an educational leave of absence for up to one (1) year without loss of seniority as of the time the Employee leaves without pay and upon approval of the President.

The following terms and conditions shall apply to such leaves:

- a) Only one (1) Employee at any one time shall be eligible for educational leave.
- b) Applications for educational leaves shall be in writing.
- c) Seniority shall be the determining factor in scheduling of educational leaves.
- d) Educational leaves will be granted on a one (1) time only basis per Employee.
- e) The Employee must be attending an accredited educational institution. The parties reserve the right to discuss and resolve the application of this in any particular case.
- f) While on an educational leave the Employee shall not take employment with another Employer.
- g) The Employer may offer minimal part-time work to the Employee during any or all of the educational leave.
- h) The Employee must give the Employer one (1) month's notice of return to work, unless a return to work date is established prior to the commencement of the educational leave.
- i) Employees on educational leaves will not be entitled to short term or long-term disability benefits.
- j) Employees on educational leaves will not be entitled to use of the Employer's vehicle.

If an Employee wishes to take any job-related courses (i.e. Labour Relations) the Employer will pay for the cost of the courses and the necessary books.

The courses must be available as evening courses and the Employee shall maintain his/her normal workload. If the Employee does not complete the course, he/she will reimburse the Employer for the cost of the course unless the Employer requested or approve the Employee's discontinuance of the course.

The Employer will continue the practice of sending Employees to courses upon consideration by the Employer.

10.09 Compassionate Leave

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

10.10 Leave of Absence

Full-time Employees with one (1) year's service with the Employer may request a leave of absence, without pay, for a period not to exceed two (2) months, upon written application to the Employer. If the request is refused, the Employee and the Union shall be so advised in writing as to the reasons for the refusal. For compassionate reasons the Employer may extend the period of time of such leave of absence beyond two (2) months as provided herein.

Application for a leave of absence must be submitted in writing at least sixty (60) days prior to the period for which the leave is intended. Where the time allowed is beyond two (2) months, the Employee will pay for the continuance of his/her benefits.

10.11 Time off for Union Business

The Employer agrees to allow time off work, without pay, for delegate's elected to attend seminars and Union conventions. The Employer further agrees to allow time off, with pay, for a maximum of three (3) Employees, designated to attend negotiations. The Union will give the Employer two (2) weeks' notice in regard to conventions.

The Employer agrees to grant time off, without pay, and without discrimination, to not more than one (1) Employee designated by the Union, for a maximum of three (3) months, or a longer period as may mutually be agreeable, to serve in any capacity of official Union business; providing that notifications is given to the Employer in sufficient time to procure a relief person for the job involved. Where the Employee is off for more than six (6) months to serve in any capacity of official Union business the Union will reimburse the costs of benefits for the period of the leave.

Time spent on Union business for Employees, where the Union reimburses the Employer, shall be considered as time worked in regard to all benefits.

10.12 Intimidation

No Employee shall be discharged or discriminated against for any lawful Union activity, or for serving on a Union committee outside of business hours, or for reporting to the Union the violation of any provision of this Collective Agreement.

If an Employee walks off the job and alleges Management has deliberately coerced or intimidated him/her into doing so, the matter shall be considered under the grievance procedure and, if such allegations are proved to be true, then the Employee shall be considered not to have resigned. Such grievances must be filed no later than five (5) days after the incident that gave rise to the situation.

This is not to be construed to restrict the Employer from reprimanding an Employee for proper cause.

10.13 Discipline and Discharge

Before taking disciplinary action, the Employer will first warn an Employee, unless the circumstances justify immediate discipline or discharge, with a Shop Steward present. Such warnings must be confirmed in writing to the Shop Steward.

10.14 Retirement Bonus

Employee shall provide the Employer with a minimum of twelve (12) months' notice of their retirement date. The Employer will fairly consider their request to retire with less notice than twelve (12) months.

Upon retirement, Employees are entitled to twenty (20) weeks of pay once they have completed at least fifteen (15) years of service with the Employer, or Employees are entitled to the following weeks of pay if they have completed the following years of service:

20 years of service - 25 weeks of pay
25 years of service - 30 weeks of pay
30 years of service - 40 weeks of pay

OPTIONS: The Employee may choose to receive these paid weeks in weekly installments or may choose to place the entire amount into an RRSP.

10.15 Picket Line

No Employee shall be required to cross a legal picket line, which has been recognized by the Union.

10.16 Dual Union Membership

Employees shall have the option of a general membership in UFCW Canada Union, Local No. 401 and shall have membership in the International Association of Machinists and Aerospace Workers, Local Lodge 1722, as per the constitution of United Food and Commercial Workers.

10.17 Deemed Time Worked

Paid vacations and Statutory Holidays shall be considered as actual time worked for all purposes of the Collective Agreement.

10.18 Charitable Donations

Employee donations to charities shall be on a strictly voluntary basis.

10.19 Time off to Vote

The Employer will fully comply with any law requiring that Employees be given time off to vote.

10.20 Polygraph Tests

The Employer agrees that polygraph or similar lie detector test will not be used.

10.21 Work Loads

a) If an Employee believes that the amount of work that he/she is required to perform is excessive over what is required of the rest of the employees and it will result in an occupational accident or occupational injury to him/her, the issue shall be referred to Article 11 of the Collective Agreement.

b) Professional Development Commitment

The Employer and the Union are committed to investing in its staff and members and shall provide training and professional development education for all representatives. This commitment is to foster and facilitate a nurturant environment for learning and staff development. Support for training or mentorship will be provided by the Employer on an as needed basis.

As a minimum, once per year, the Employer shall provide opportunities for

training for each representative. Courses shall include, but not be limited to, annual arbitration conferences, various labour schools, and basic writing courses focusing on labour communication, framing arguments, and debating. This list is for the purpose of example only and is not to be construed to limit the scope of education opportunities. This training shall be during working hours and recognized as part of the Employee's regular work

c) Staffing Levels

The parties recognize the inherent challenges that accompany the job of a Union Representative (long hours, being required to be available during times of need on short notice, travel and the stress of working in the human services field, etc.). The Employer is committed to ensuring that workloads are manageable. Representatives will be assigned units with consideration given to the unit size, complexity, location, difficulty, and volume of calls in order to maintain a more manageable workload. The Employer commits to hiring Union Representatives in a timely fashion in order to maintain this requirement as the Local grows.

10.22 Physical Examinations

Where the Employer requires an Employee to take a physical examination, the Employer shall pay doctor's fees for such examination. Such examinations shall be taken during the Employee's working hours without loss of pay to the Employee except when the Employee has less than four (4) weeks' seniority.

10.23 Harassment Policy

It is the policy of United Food and Commercial Workers as an 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 that victims of harassment are able to register complaints without reprisal.

10.24 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 have 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.

10.25 Union Legal Services

The Employer will provide legal services for an Employee, but the cost of such services will be deducted from the Employee's pay.

10.26 Cellular Phones and Computers

Cellular phones computers will be assigned to Employees at the discretion of the President.

10.27 Dry Cleaning / Clothing Allowance

A dry cleaning / clothing allowance of two hundred fifty dollars (\$250.00) will be provided once per calendar year. The allowance is payable upon submission of an expense from after employment of one (1) year for active Employees only. Money will be paid at the beginning of the year. No receipts are required.

10.28 The Employer will establish and proceed as of date of hire with all payroll deductions and submissions to the necessary plans, etc., so as to avoid any short falls in contributions or benefits.

10.29 New Employee

The Employer and the Union will work together to establish and produce an orientation document for all newly hired members. This document will inform the new member of the day to day instructions for all Union Representatives. Examples of the issues to be reviewed will be servicing, answering of calls on weekends and evenings, filling out of expense forms with the proper amounts and all weekly reports.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 The Employer agrees to consult with the Shop Steward or Union committee person, if available prior to discharging, laying-off, transferring, promoting or demoting an Employee.

Notwithstanding the foregoing, it is understood and agree that the functions of hiring, discharging, suspending, laying-off, transferring, promoting or demoting are the exclusive prerogative of the Employer.

11.02 Any complaint, disagreement, or difference of opinion between the Employer, the Union, and/or the Employees covered by the Collective Agreement, which concerns the interpretations, application, operation or alleged violation of the terms and provisions of the Collective Agreement, shall be considered a grievance.

11.03 Any Employee, 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 twenty (20) days of the last day worked in the case of a dismissal, shall be forfeited and waived by the aggrieved party.

11.04 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 the Employer's answer to the points raised by the Union in its grievance.

11.05 The procedure for adjustment of grievances and disputes by an Employee shall be as follows:

1st Step: A discussion will be held between the Employee, the Shop Steward, and the President or his/her designate. If a satisfactory settlement cannot be reached within five (5) days, then within ten (10) days the procedure would continue to the second step.

2nd Step: The Union Representative(s) may take up the matter with the President or his/her designate. If a satisfactory settlement cannot be reached with fourteen (14) days, then the matter may be referred to arbitration as per Article 12. It is agreed that under unusual circumstances an Employee may take his/her alleged grievance directly to the Union.

11.06 When an Employee's work performance is such that it may lead to discipline or discharge and is the subject of discussion between the Employee and the Employer, then the Shop Steward or Union committee person shall be present.

11.07 If an Employee believes that he/she has been unjustly discharged then he/she may commence the grievance procedure starting with the second step.

11.08 Employees may only be warned, reprimanded, suspended or discharged for proper cause. Any suspensions imposed by the Employer must be given as consecutive working days.

ARTICLE 12 – ARBITRATION

12.01 Arbitrations shall involve a single arbitrator mutually acceptable to both parties.

12.02 Within ten (10) days (excluding Sundays and holidays) following receipt of notice, the Employer and the Union shall select an arbitrator. In the event of failure of the Union and the Employer to agree upon an arbitrator within the period described above, the Alberta Labour Relations Board shall, immediately, be requested to name an arbitrator.

12.03 Within five (5) days of the selection or appointment of an arbitrator, he/she shall sit to consider the matter in dispute and shall render a decision within fourteen (14) days of the first session. It is understood and agreed that the time limits, as set forth herein, may be altered by mutual agreement between the Employer and the Union.

12.04 No arbitrator shall serve as an arbitrator if he/she is involved or directly interested in the controversy under consideration. Grievances submitted to arbitration shall be in writing and shall clearly specify the nature of the issues. In reaching its decision, the arbitrator shall not be vested with the power to change, modify or alter this Collective Agreement in any of its parts, but may, however, interpret its provisions. The expenses of the arbitrator shall be borne equally by the Employer and the Union, unless otherwise provided by law.

The findings and decisions of the arbitrator shall be binding and enforceable on all parties.

ARTICLE 13 – HEALTH AND WELFARE

- 13.01 Should the Alberta Government reinstitute Alberta Health Care premiums, the premiums will be fully paid by the Employer.
- 13.02 Alberta Blue Cross (Dental) – Group Plan #13901.
- 13.03 Group Benefit Plan (Great West) – Group Plan #328666.
- 13.04 Canadian Council of the United Food and Commercial Workers International Union (U.F.C.W. Canada) in its capacity as the policyholder of Group Insurance Policy.
- 13.05 The Employer will continue to pay sufficient contributions to the non-registered pension plan that would continue the maximum level of benefit per year of service. The Employer agrees to continue the current method of payment for the Unregistered Pension Plan as follows:

Each year Employees will be able to withdraw their accrued amount of eighty dollars (\$80.00) per week from the previous year on or after November 15th.

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

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 and absence due to disability.

- 13.08 The Employer will provide a plan that will pay up to fifteen hundred dollars (\$1,500.00) every two years towards the cost and replacement of hearing aids. Claims are payable after a benefit plan claim submission.
- 13.09 The Employer will pay two hundred fifty dollars (\$250.00) towards the cost of eyeglasses every two (2) years, in addition to the benefit provided for in the 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.

The Employer agrees to pay for glasses as per the current policy, two hundred dollars (\$200.00) for U.V. protection.

The Employer agrees to pay two hundred dollars (\$200.00) for all Employees that do not wear prescription glasses for U.V. protection.

Employees are able to make claims up to two hundred and fifty dollars (\$250.00) for eyeglasses for dependents under the age of sixteen (16) once every year.

13.10 UFCW International Supplement Dental and Life Insurance coverage.

13.11 Where a regular full-time Employee is qualified for Workers' Compensation benefits, the Employer shall make up the difference between the Employee's regular straight time earnings at his/her regular hourly rate of pay and what he/she receives from the Workers' Compensation Board for the first three (3) scheduled working days of absence from the job. This is to be taken out of the sick leave credits of the Employee if such credits exist. Otherwise, the Employer shall pay this amount.

Thereafter, the Employer shall make up the difference between ninety percent (90%) of net of the Employee's straight time earnings based on his/her regular hourly rate of pay and that he/she receives from the Workers' Compensation Board for a period of up to thirteen (13) weeks from the first day of absence due to injury on the job.

13.12 The Employer agrees to maintain the full cost of Health and Welfare premiums when an Employee is absent on Weekly Indemnity, Long Term Disability, Workers' Compensation or sick leave.

The Employer agrees to review and clarify health and welfare benefits. The Employer wants to look into the feasibility of deleting or amending coverage to delete any duplication in coverage. The Employer agrees that no current benefits that the Union now enjoys will be reduced or deleted.

Where there are hardships in paying yourself up front, the Employee will meet with the Employer privately to deal with the situation.

13.13 The Employer agrees to maintain the full cost of Alberta Blue Cross (dependents included) and 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).

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.

13.14 The Employer will pay the one-time cost of a membership initiation fee for Employees' use of a fitness center as well as the monthly dues after the first year. The membership initiation fee will be reimbursed to a maximum of four hundred dollars (\$400.00) and the monthly dues will be reimbursed to maximum of seventy dollars (\$70.00) per month.

The reimbursement will be available to Employees after six (6) months of use of the fitness center facilities providing the Employee has used the facility at least ten (10) times per month. The reimbursement will be available to Employees every six (6) months thereafter providing the monthly usage continues.

If the membership is not transferable and an Employee is out of town, the monthly usage level will be taken into consideration.

The total annual amount (not including membership initiation fee) may be alternatively used towards private or drop-in fitness classes to a maximum reimbursement of eight hundred forty dollars (\$840.00) per year. Employees are required to provide receipts for reimbursement.

13.15 Massage Therapy

Massage therapy will be reimbursed by the Employer up to seventy dollars (\$70.00) per visit for up to five (5) visits per year. This benefit shall include dependents.

13.16 Employer to pay fifty percent (50%) of the cost of laser eye surgery to a maximum of fifteen hundred dollars (\$1,500.00) per lifetime. This benefit shall include dependents.

13.17 The Employer will cover the cost of non-traditional medical coverage into the current benefit program for Reflexology, Naturopath, Chiropractic and Acupuncture up to fifteen hundred dollars (\$1,500.00) per year, or anything that is prescribed by a Doctor or Naturopath Doctor. All claims must be submitted to PBAS prior to submission to the Employer. This benefit shall include dependents.

13.18 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.

13.19 The Employer agrees to honor all current language, as of January 2019, in the Alberta Employment Standards Regulations. All changes greater in the Regulations, than describe in this Agreement, will be adhered to and not altered unless mutually agreed upon by both parties.

ARTICLE 14 – WAGES

14.01 The following scale reflects the foregoing increases:

Wages	Weekly Rates				
Union Representative	01-Jan-12	01-Jan-13	01-Jan-14	01-Jan-15	01-Jan-16
Start	\$1,160.00	\$1,160.00	\$1,160.00	\$1,160.00	\$1,160.00
1 Year	\$1,208.00	\$1,208.00	\$1,208.00	\$1,208.00	\$1,208.00
2 Years	\$1,268.00	\$1,268.00	\$1,268.00	\$1,268.00	\$1,268.00
3 Years	\$1,458.00	\$1,458.00	\$1,458.00	\$1,458.00	\$1,458.00
4 Years	\$1,531.00	\$1,531.00	\$1,531.00	\$1,531.00	\$1,531.00
5 Years	\$1,608.00	\$1,608.00	\$1,608.00	\$1,608.00	\$1,608.00
6 Years	\$1,688.00	\$1,688.00	\$1,688.00	\$1,688.00	\$1,688.00
7 Years	\$1,823.00	\$1,823.00	\$1,823.00	\$1,823.00	\$1,823.00
8 Years	\$1,914.00	\$1,914.00	\$1,914.00	\$1,914.00	\$1,914.00
9 Years	\$2,009.00	\$2,009.00	\$2,009.00	\$2,009.00	\$2,009.00
10 Years (Senior Representative)	\$2,036.00	\$2,091.00	\$2,146.00	\$2,191.00	\$2,236.00

The Employer has offered the following yearly, lump sum payments, to renew the Agreement for the periods between December 31, 2016 and December 31, 2019.

January 1st, 2017 to December 31st, 2017 - \$1,000.00

January 1st, 2018 to December 31st, 2018 - \$1,200.00

January 1st, 2019 to December 31st, 2019 - \$1,300.00

All Employees employed prior to September 11, 2012 move to the Senior Representative Rate.

14.02 Per Diems

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

Out of province per diem shall be one hundred ten dollars (\$110.00) 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 dollars (\$50.00). Out of town shall be defined as more than seventy-five kilometers (75km) from the Union office.

Employees who are required to hold evening meetings (excluding General Membership meetings) shall be entitled to submit a receipt of up to twenty dollars (\$20.00) for a meal expense. This does not apply where the employee is receiving an out-of-town per diem.

14.03 Christmas Bonus

The Employer agrees to continue the practice of providing a Christmas bonus by December 15th of each year to all employees with six (6) months or more of employment.

The practice of employees having time off between Christmas and New Year's Day (December 27th to December 31st) will continue. The practice of one employee working in Edmonton and Calgary during this period will continue unless it becomes necessary due to workloads to have two (2) employees in each office. This will be done on a fair rotation basis.

No additional days will be granted off for December 25th and 26th and January 1st unless it falls within a Monday to Friday and the office is closed on the affected day.

14.04 Northern Living Allowance

Employees permanently assigned to work in the Employer's office in Fort McMurray will receive an allowance of two hundred sixty-eight dollars (\$268.00) each week.

ARTICLE 15 – JURISDICTIONAL CONFLICTS

15.01 It is agreed that in the event of conflict between the United Food and Commercial Workers Union and the International Association of Machinists and Aerospace Workers, Local Lodge 1722 regarding jurisdiction or other matters of a similar nature, the loyalty of the Employees shall be with the United Food and Commercial Workers Union.

ARTICLE 16 – TERMINATION AND AMENDMENT

16.01 This Collective Agreement shall be binding and remain in effect from December 31st, 2016 to June 30th, 2020 and shall be renewed 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 Collective Agreement.

16.02 Where notice to amend the Collective Agreement is given the provisions for the Collective Agreement shall continue in force until a new Collective Agreement is signed or the right to strike or lock out occurs, whichever occurs first.

FOR THE EMPLOYER:

FOR THE UNION:

Tom Hesse

Bill Bennett

Al Olinek

Sandy Hamerson

Kevin Clark, Directing Business Representative
International Association of Machinists and
Aerospace Workers, District Lodge 14

This Collective Agreement was ratified on November 4th, 2019.

Term of this Agreement expires June 30, 2020.

LETTERS OF UNDERSTANDING

between

United Food and Commercial Workers Canada Union, Local No. 401
(Hereinafter referred to as "the Employer")

and

International Association of Machinists and Aerospace Workers, Local Lodge 1722
(Hereinafter referred to as "the Union")

1. Employee / Family Quality of Life

The parties have agreed that Employees shall receive additional vacation time, with pay, for time worked, in recognition of flexible workloads and long hours of work. This commitment is to support the family way of life as well as to attempt to lessen stress on the Employee and family members.

The following schedule shall apply to all Employees.

Seniority	Paid Time Off	Monetary Entitlement Years				
		30-Nov-12	30-Nov-13	30-Nov-14	30-Nov-15	30-Nov-16
1 Year	One (1) Week	\$2,660.00	\$2,713.00	\$2,768.00	\$2,823.00	\$2,879.00
2 Years	One (1) Week	\$2,742.00	\$2,797.00	\$2,853.00	\$2,910.00	\$2,968.00
3 Years	One (1) Week	\$2,828.00	\$2,885.00	\$2,943.00	\$3,002.00	\$3,062.00
4 Years	One (1) Week	\$2,904.00	\$2,962.00	\$3,021.00	\$3,082.00	\$3,143.00
5 Years or More	One (1) Week	\$5,222.00	\$5,327.00	\$5,434.00	\$5,543.00	\$5,654.00

Increase all paid time off by two percent (2%) per year.

Seniority	Paid Time Off	Monetary Entitlement Years
		30-Nov-20
1 Year	One (1) Week	\$2,936.00
2 Years	One (1) Week	\$3,027.00
3 Years	One (1) Week	\$3,123.00
4 Years	One (1) Week	\$3,205.00
5 Years or More	Two (2) Weeks	\$5,767.00

Employees shall submit their R&R and Vacation requests by March 1st.

Employees may receive their vacation and R&R at any time of the year, but such time off must be approved by their Director. The Director shall consider in scheduling time off, the following variables, acknowledging that ultimate discretion is theirs:

- The operational needs of the local.
- The seniority of Employees.
- The special or unique circumstances of the Employee.
- Principles of fairness and equity.

Requests for vacation or R&R submitted after March 1st, will be considered on an

ad hoc basis but Employees risk their preferred time for R&R or vacation.

Receipts shall be provided to show how the money was used, however, a claim for a maximum of five hundred dollars (\$500.00) may be submitted without corresponding receipts. If an Employee does not use a portion of the funds, then the unused portion remains with the Employer. If the leave is not taken there is no pay out of funds.

2. Vehicle Policy

The vehicle policy will remain at the discretion of the President.

The following vehicles will be allowed:

- Chevrolet Impala
- Dodge Van
- Hybrid (Approved by President)
- Ford Escape
- Chevrolet Equinox
- Chevrolet Malibu

Any option not allowed would have to be paid for by the Employee, i.e. sunroof.

Any vehicle repairs over one hundred dollars (\$100.00) would need approval of the President or Secretary-Treasurer or Director.

Any Employee that has an AMA membership card and uses it for a Local 401 vehicle for emergency road service will be reimbursed twenty dollars (\$20.00) each time that the card is used.

The Employer will provide, at no cost to the Employees, a G.P.S. unit and a Bluetooth device to aid in navigation and cell phone use for each Union vehicle that does not come pre-equipped with these features.

3. Seniority List

Name	Seniority Date
John LEEYUS	December 30/1984
Al OLINEK	November 13/1994
Lee CLARKE	January 1/1995
Christine MCMECKAN	November 15/1998
Larry ZIMA	November 29/1998
Randy RUABEN	January 3/1999
Nathalie DOERTH	October 13/2002
Vinko ZIGART	November 10/2002
Cam SHERK	January 16/2006
David SMITH	May 1/2006

Laura LOWRIE	May 15/2006
Shauna ROBERTSON	June 1/2006
April ALBRECHT	December 1/2006
Joe ATTWOOD	January 1/2007
Bill BENNETT	March 1/2007
Devin YEAGER	July 1/2008
Michelle CAHILL	July 19/2009
Dee Mae BELER	August 16/2009
Ricardo DEMENEZES	August 30/2009
Stephen REED	January 18/2010
Dennis FORSEY	March 1/2010
Michael TOAL (HUGHES)	June 20/2010
Cori TORRES	January 25/2011
Clayton HERRIOT	January 20/2013
Joe IRVING	January 20/2013
Rick SCHNEIDER	January 21/2013
Eduardo BASA	June 17/2013
Sandy HARMESON	March 30/2014
Abdikadir GULED	July 11/2014
Saba MOSSAGIZI	July 13/2014
Keri GRAINGER	September 15/2014
Jeff IBLE	October 5/2014
Cheryl WATAMANIUK	January 16/2015
Catherine LELIS-NARBONITA	January 19/2015
Sam NUAKO	February 2/2015
Ben SALONIUS	March 15/2015
Tim PENTON	April 12/2015
Brad KEITH	February 27/2017
Rob HELLENIUS	Jun 20/2018
Steve WESTCOTT	Oct 29/2018
Fadumo AHMED	Jan 14/2019
Tony EVANGELISTA	Mar 3/2019

4. Coordinator/Advisor Position

The Employer wishes to encourage a more collaborative relationship with the staff and seeks to offer in-bargaining unit opportunities for growth, enhanced responsibility, and creative leadership work.

At its discretion, the Employer may appoint individuals to be Coordinator/Advisors for a short or protracted period of time. The rate attached to this position shall be as follows:

- Coordinator/Advisor Level 1 - \$150.00 per week more than the individual's rate.
- Coordinator/Advisor Level 2 - \$300.00 per week more than the individual's

rate.

5 Opportunity to Move On

The Employer recognizes that individual perspectives regarding employment and related feelings can change. There is a duty of loyalty to leadership and the Local Union in this employment relationship. The Employer is offering a one-time opportunity for Employees to voluntarily terminate their employment. Employees desirous of pursuing this opportunity must inform the Employer before January 15th, 2020. The totality of monies to be paid can be up to sixty-five thousand dollars (\$65,000.00). The Employer retains discretion with respect to eligibility for this buyout, the amount of the buyout, and whether or not the termination of employment is appropriate. The Employer may amend or extend the period of time in which the buyout can be considered.

6 Medical Claims for Cannabis Use

Pursuant to Article 13.7 of the Agreement, Employees may submit claims for medical cannabis. Such claims shall be accompanied by a Doctor's note. The note must indicate that the Employee is suffering from chronic pain related to a serious, chronic illness. Vague claims related to such things as "anxiety" or "problems sleeping" will be denied. Doctor's note must be very clear. All cannabis must be purchased from a government regulated and licensed establishment. Obviously, the use of drugs and alcohol while working is strictly prohibited. Final discretion with respect to acceptance shall rest with the Employer.

FOR THE EMPLOYER:

FOR THE UNION:

Tom Hesse

Bill Bennett

Al Olinek

Sandy Hamerson

Kevin Clark, Directing Business Representative
International Association of Machinists and
Aerospace Workers, District Lodge 14

This Collective Agreement was ratified on November 4th, 2019.

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