

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**WESTERN GROCERS  
DIVISION OF WESTFAIR FOODS LTD.**

**AND:**

**MISCELLANEOUS EMPLOYEES  
TEAMSTERS LOCAL UNION 987 OF ALBERTA**

**Effective: June 6, 2016  
Expires: June 6, 2022**

*04355(08)*

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## CALGARY

THIS AGREEMENT MADE THIS 6<sup>TH</sup> OF JUNE, 2016.

BETWEEN: WESTERN GROCERS, DIVISION OF WESTFAIR FOODS LTD., a body corporate, carrying on business in the City of Calgary, Alberta, hereinafter referred to as the "COMPANY".

AND: MISCELLANEOUS EMPLOYEES TEAMSTERS LOCAL UNION NO. 987 of Alberta, with Head Offices in the City of Calgary, Alberta, hereinafter referred to as the "UNION".

WHEREAS the Company and the Union desire to co-operate in establishing and maintaining conditions which will promote and improve industrial and economic relations between the Company and the Employees covered by this Agreement, and to provide methods for fair and peaceable adjustment of all disputes which may arise between them, so as to secure uninterrupted operation and general stabilization of employment and industry,

NOW, THEREFORE, the Union and the Company mutually agree as follows:

### ARTICLE 1 – BARGAINING AGENCY

- 1.01 The Union is recognized as the bargaining agent for all Employees with the exception of office staff and those in supervisory capacity, coming under the jurisdiction of this Agreement.
- 1.02 The Parties agree that management personnel shall not perform bargaining unit work to the extent that it displaces a Union employee.

### ARTICLE 2 – UNION ESTABLISHMENT

- 2.01 All Employees who are now members of the Union and in good standing, or who may later become members shall maintain such membership during the term of this Agreement.
- 2.02 No Employee shall be discriminated against because of his or her membership in the Union, nor because he or she is not a member of the Union.
- 2.03 Any conference with the Company shall be conducted by a Union committee consisting of not more than four (4) Employees of the Company, with not more than one from each department.

Any such conference shall be posted in advance. Furthermore the minutes of such a meeting shall be posted within three (3) business days of the meeting.

## ARTICLE 3 – DEDUCTION OF UNION DUES

- 3.01 Upon the request in writing of any Employee and upon written request of the Union, the Company agrees to deduct the Union dues of the Employee so instructing. Any such deduction shall be made from wages accrued on the pay day nearest to the fifteenth (15<sup>th</sup>) of each calendar month and shall be remitted to the party designated by the Union to receive such dues.
- 3.02 In the case of new Employees, the written request shall be required as a condition of continued employment, within the first thirty (30) days' employment.

## ARTICLE 4 – MANAGEMENT

- 4.01 The Employees of the Company, both individually and collectively will faithfully and diligently perform their respective duties and will, at all times, carry out their individual responsibilities according to the regulations, methods and systems of the Company.
- 4.02 The management of the Distribution Centre and direction of the working force, including the right to judge the competency of its Employees as well as the right to hire, suspend or discharge for just cause, to assign to jobs, to transfer Employees within the Distribution Centre, to increase and decrease the working force, to determine products to be handled, the method and system of warehousing, distribution, scheduling and handling of products are vested exclusively in the Company.
- 4.03 The Management Rights set out above shall not be used for the purpose of discrimination against any Employee or to avoid any of the provisions of this Agreement.

## ARTICLE 5 – BUSINESS AGENTS' VISITS

The authorized Business Agent or Representative of the Union shall be permitted, after notifying the Manager, to talk with any Employee regarding Union matters during coffee or lunch breaks, except in the case of a grievance.

## ARTICLE 6 – STRIKE AND LOCK-OUTS

It is agreed that there will be no stoppage of work or lock-outs, by reason of a dispute between the Company and the Union, during the term of this Agreement.

## ARTICLE 7 – HOURS OF WORK & OVERTIME

The basic work week for regular Employees coming under this Agreement shall be:

7.01 Full-time Employees will be scheduled for five (5) eight (8) hour or four (4) ten (10) hour days.

The Company will determine what shifts and Departments will operate on the four (4) ten (10) hour shifts. In the event a sufficient number of employees do not apply to work four (4) ten (10) hour shifts, employees may be assigned to this shift in reverse order of seniority.

7.02 Full-time employees on the payroll as of the date of ratification, who currently have a schedule with a minimum of one weekend day off as part of their consecutive days of rest, will retain this right unless they voluntarily bid on a position which no longer meets this criteria.

Full-time employees on the payroll as of the date of ratification, who currently have a schedule with two consecutive days off, will retain this right unless they voluntarily bid on a position with non-consecutive days off.

The Company will maintain a minimum of 80% of the Full-Time schedules with consecutive days of rest.

(Within the 80% the Company will maintain a minimum of 10% of the Full-Time schedules with Saturday and Sunday off and a minimum of 10% of the Full-Time schedules with either Saturday or Sunday off as part of the consecutive days of rest.)

The Company may schedule up to 20% of the Full-time schedules with non-consecutive days of rest.

7.03 Starting time on all shifts to be scheduled and posted on a weekly basis, no later than Wednesday for FT employees and no later than Thursday for PT employees.

7.04 Employees working five (5) eight (8) hour shifts shall receive two (2) fifteen (15) minute paid rest breaks. One such break shall occur in the first half of the shift. There shall be one half (1/2) hour unpaid lunch break.

Employees working four (4) ten (10) hour shifts shall receive two (2) twenty (20) minute paid rest breaks. There shall be one half (1/2) hour unpaid lunch break.

Employees shall not be permitted to leave Company property when on a paid rest period. Should an employee leave Company property without prior and proper authorization from Management the employee shall be subject to discipline.

7.05 All hours worked in excess of those set forth in the above section shall be compensated for at the overtime rate of time and one half (1-1/2). All overtime shall be performed only after authorization by the Company.

7.06 All Employees called back to work for overtime work shall be guaranteed a minimum of four (4) hours of pay at overtime rates in the event the Company unilaterally sends the employee home prior to the completion of the four (4) hours.

7.07 All overtime hours worked in excess of four (4) hours, and in addition to the employee's regular eight (8) hour shift, shall be paid for at double the Employee's regular hourly rate of pay.

All overtime hours worked in excess of two (2) hours, and in addition to the employee's regular 10 (ten) hour shift, shall be paid for at double the Employee's regular hourly rate of pay.

For clarity as it relates to 7.07, an employee will receive double their regular rate of pay for time they are required to stay at work in excess of twelve (12) hours in one day.

7.08 Provided a full-time employee has worked their regular work week, the first four (4) hours of work on an extra day will be paid at one and one-half (1½) times the regular hourly rate of pay, and double (2x) the regular hourly rate of pay thereafter.

7.09 Employees required to work three (3) or more hours overtime, after completing an eight (8) hour shift shall be granted a thirty (30) minute supper break without pay and a meal allowance of up to eight dollars (\$8.00). In the case of a ten (10) hour shift the employee will be granted the additional unpaid break and meal allowance described herein when required to work two (2) hours overtime.

If the overtime is expected to exceed one (1) hour, the Employee will be allowed a fifteen (15) minute paid break prior to the start of the overtime.

7.10 In all cases of shift change, the Company agrees to give at least ninety-six (96) hours notice of such change to full-time employee(s) concerned and 12 hours notice of such change to part-time employee(s) concerned, except in case of emergency, sickness or other cause beyond the Company's control.

7.11 In the event overtime work is required within a department, employees with the necessary skills and ability able to perform the work to be done will be offered the overtime work in order of seniority as follows:

- 1) Full-time Employees in the classification on shift at the time overtime is required.

- 2) Full-time Employees in other classifications within the department on shift at the time overtime is required.
- 3) Full-time Employees in other departments on shift at the time overtime is required.
- 4) Part-time Employees in the department on shift at the time overtime is required.
- 5) Part-time Employees outside the department on shift at the time overtime is required.

If there are still not enough employees to perform the work to be done, employees in the department may be required to stay in reverse order of seniority.

Except in emergency circumstances, the company will provide two (2) hours' notice for mandatory overtime or the overtime will be voluntary. Employees will receive a minimum of one (1) hour pay in the event they are mandated to stay overtime.

- 7.12 Employees wishing to work overtime on their days of rest shall sign the overtime availability sheet. The Company shall call those employees in order of seniority provided they have the qualifications to perform the OT required. Employees called in for overtime shall be placed in positions that the overtime is required and will not be allowed to bump a regular scheduled employee from their posted positions.
- 7.13 Employees with legitimate/extenuating circumstances for not being able to work the required overtime, shall not be forced to do so. If an employee is unable to work overtime at the end of their scheduled shift, they shall inform their supervisor prior to the commencement of their shift.

For clarification, extenuating circumstances are defined as situations and circumstances which are infrequent and not the norm.

- 7.14 Any experimental shifts shall have a sixty (60) day trial period. This timeframe may be extended by mutual consent between the Company and the Union in thirty (30) day increments. All positions to be posted in advance and awarded to the senior applicant.

## ARTICLE 8 – WAGES & PREMIUMS

- 8.01 The payment of wages shall fall bi-weekly or weekly on the Thursday following the completion of each two (2) or one (1) week's work, except in the event of an error outside of the control of the Company, i.e. Bank Errors. Any changes to payroll frequency will be communicated to the Union and employees at least thirty (30) days in advance.

Errors in the calculation of wages in excess of fifty dollars (\$50) shall be paid to employees on a separate cheque or deposit on the next possible working day. Employees shall be allowed to submit their payroll error forms at the end of the daily shift huddle.

In the event that an employee is not paid the correct amount of pay as a result of an error made by the Company, and is not remedied within one week. The employee shall be compensated an additional ten percent (10%) of any shorted amount provided the employee brings the matter to the attention of management in the week following payday

- 8.02 Attached hereto and forming part of this Agreement is Appendix "A" Schedule of Wages and Classifications setting forth the wage rates and classifications for the Employees covered by the terms of this Collective Agreement.
- 8.03 No employees shall have their rate of pay reduced as a result of the signing of this Agreement. Employees currently earning more than the scale rates will retain their rate until the scale moves them to a higher rate.
- 8.04 All Employees who work on a shift where the majority of the hours fall between 2:00 pm and 4:30 am shall receive a premium of eighty-five (\$.85) cents per hour for all hours worked on such shifts.
- 8.05 All FT posted freezer employees shall receive \$2.00 per hour added to their regular hourly rate.  
Employees temporarily assigned to work in the freezer shall receive the freezer premium as per current practice
- 8.06 The Company agrees to continue the Productivity Incentive Bonus Plan for the life of the Agreement and to notify the Union in advance of any changes to be implemented.  
The Company may, from time to time, introduce, modify and/or eliminate an incentive program. Any program would be in addition to the prevailing wage progression scales.

## ARTICLE 9 – VACATIONS

- 9.01 The parties agree to establish a common vacation year of January 1 – December 31 for Employees promoted to full-time. The year of hire shall be the year used to determine the number of weeks vacation under Article 9.01 a) – e) (see Appendix B). Employees promoted to full-time prior to the date of ratification will maintain their current vacation date.

Employees shall be granted vacations as follows:

- a) Employees with one (1) year's service and less than four (4) year's continuous service, two (2) weeks vacation with pay.
- b) Employees with four (4) year's service and less than eight (8) year's continuous service, three (3) weeks vacation with pay.
- c) Employees with eight (8) or more years of continuous service, four (4) weeks vacation with pay.
- d) Employees with thirteen (13) or more years of continuous service, five (5) weeks vacation with pay.
- e) Employees with eighteen (18) or more years of continuous service, six (6) weeks vacation with pay.
- f) Employees with twenty-three (23) or more years of continuous service, seven (7) weeks vacation with pay.

Employees promoted to full time prior to January 1, 2002 will be included in the vacation year of January 1 to December 31. These employees will be entitled to take the fourth (4<sup>th</sup>), fifth (5<sup>th</sup>), sixth (6<sup>th</sup>), or seventh (7<sup>th</sup>) week of paid vacation in the calendar year they complete their eighth (8<sup>th</sup>), thirteenth (13<sup>th</sup>), eighteenth (18<sup>th</sup>) or twenty third (23<sup>rd</sup>) year based on their current vacation date. If the employee leaves his employment prior to accruing the full vacation pay, the overpayment shall be deducted from the employee's final pay cheque.

9.02 So far as is practical and consistent with the Company maintaining an efficient operation, vacations shall be granted during the period of time requested by the Employees. Management will determine the number of employees per classification off for vacation at any one time. The Company will allow a minimum of 5% of the employees off on vacation within each classification (warehouse wide) on a weekly basis. The Union reserves the right to discuss an Employee's vacation schedule with the Warehouse Manager, if in their opinion it has not been granted on a fair basis.

The Company recognizes that there are no black-out periods for vacation selection during the calendar year. The black-out period refers to the Loblaw Management Calendar not applying to unionized vacation planning.

9.03 Vacation request forms will be distributed to employees by October 15<sup>th</sup>. Employees will submit their vacation requests in writing by November 15<sup>th</sup>. The Company will post the vacation schedule by December 15<sup>th</sup>.

All Employees will have the opportunity to select two (2) weeks vacation in the regular vacation period. Employees with three (3) and/or 4 (four) weeks will have their vacation request reviewed after all Employees have had their first block of 2 weeks vacation allocated. Employees with five (5) and/or six (6) weeks will have

their vacation requests reviewed after all eligible employees have had their second block of 2 weeks vacation allocated. Employees with seven (7) weeks will have their vacation request reviewed after all eligible employees have had their third block of 2 weeks vacation allocated.

Employees who do not submit their vacation request by November 15th will have their vacation allocated as per management discretion during the vacation schedule approval process.

- 9.04 Employees who have worked thirty (30) days but less than one (1) year, who terminate their employment shall receive a vacation allowance of four percent (4%) of the total salary and wages earned for which no vacation has been paid. Employees entitled to two (2), three (3), four (4), five (5), six (6) and seven (7) weeks vacation and who terminate their employment shall receive payment for vacation allowance of four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), twelve percent (12%), fourteen (14%) respectively of the total wage and salary earned by the Employee during the period of employment for which no vacation allowance has been paid.
- 9.05 Supervisors shall not be on the same vacation schedule as the Employees.
- 9.06 Employees must make their first (1<sup>st</sup>) selection of vacation within three (3) working days or lose their seniority for selecting vacation for the first (1<sup>st</sup>) selection period.
- 9.07 Statutory Holidays Occurring During Vacations

When a Statutory Holiday occurs during an Employee's vacation, an extra day's vacation shall be granted if the holiday is one which the Employee would have received had he or she been working.

## ARTICLE 10 – STATUTORY HOLIDAYS

- 10.01 The following days shall be considered holidays for which there shall be no deduction in pay of any Employees:

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	

and all other public holidays proclaimed by Civic, Provincial and Federal Governments.

- 10.02 Employees absent on their regular scheduled work day before and/or after a holiday shall not be paid for the holiday "unless absent with good cause" as defined by the Company. The onus to establish "good cause" shall rest with the employee.
- 10.03 All work performed on a holiday shall be compensated for at one and one-half (1-1/2) times the regular rate of pay, plus the pay for the holiday.
- 10.04 If the statutory holiday falls on a day other than a regular working day, the Employer will allow an alternate day off with pay in lieu of the holiday during the week prior to, the week of, or the week following the holiday. Lieu days will be added to the Employee's regular day of rest unless by the request of the Employee for an alternate day off.

## ARTICLE 11 – LEAVES OF ABSENCE

- 11.01 Leave of absence without pay may be granted at the discretion of the Company for a term not exceeding three (3) months. All such applications shall be in writing to the Warehouse Manager at least thirty (30) days prior to the date the leave is desired to commence. Compassionate leave will be dealt with on an individual basis, excluding the thirty (30) day period. When leave is granted, any Employee failing to resume work upon the termination of his leave shall be deemed to have terminated his employment with the Company and the Company will be under no obligation to rehire. All written applications for a leave will be responded to, in writing, within five (5) working days.
- 11.02 In the event of a death in the immediate family, an Employee may be granted a leave of absence for a maximum of three (3) consecutive days for the purpose of attending the funeral. The length of such absence with pay shall be at the discretion of the Employer, provided the Employee attends the funeral. The term "immediate family" shall mean: spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandparents, brother-in-law and sister-in-law. In the case of the spouse, parent or child, the paid leave may be up to a maximum of five (5) consecutive working days. In the event of the death of an Employee's aunt or uncle, the Employee shall be paid for one (1) shift for the purpose of attending the funeral.
- 11.03 Employees summoned to jury duty shall be paid wages, including all premiums, amounting to the difference between the amount paid him/her for jury services and the amount they would have earned had they worked on such days. This does not apply if the employee is excused from jury duty for the rest of that day, or days and fails to report back to work, or if jury duty occurs on the employee's scheduled day off. When an employee is called for jury duty while on the afternoon or night shift, he or she will be allowed eight (8) hours before returning to work.

12.04 Following the signing of this Agreement, a seniority list containing the Employee's first and last names in full will be posted every three (3) months and thereafter in a position where all Employees have access to it and the right to protest any listing within thirty (30) days after said list has been posted.

12.05 The Union accepts notice it is a requirement of the Company that each Employee be covered by fidelity bond and agrees that the Company has the right to terminate the employment of an Employee who is unacceptable to the Company's Bonding Company, regardless of seniority or any other consideration.

12.06

- a) In the event of a shift change within a classification, senior employees shall have shift preference.
- b) In the event of a shift change within a classification of more than 2 hours from the original posting, senior employees shall have shift preference. In the event the employee does not want to accept the shift change, the employee shall have the right to bump into any position and classification in the warehouse their seniority allows. Each employee subsequently affected shall also be granted universal bumping rights. It is understood the most junior employee in the classification on shift subject to the bump shall be displaced.

12.07 Should a reduction in staff become necessary, the Company will retain senior Employees, merit and ability being adequate.

12.08 Employees who are promoted to full-time in the future and are subsequently reduced to part-time as a result of the ratio calculation will be reduced to the appropriate part-time rate of pay based on total hours worked. Benefits would be maintained for a period of 13 weeks after a reduction.

12.09 The seniority of any Employee will be considered broken, all rights forfeited and the Company is under no obligation to rehire, when he or she either:

- a) Voluntarily leaves the service of the Company, or is discharged for cause, or
- b) Fails, after one week, to return to work when recalled, or
- c) Has been out of employment by the Company for a period of six (6) months or longer.
- d) Fails to show up for work for three consecutive shifts without a valid reason and proper prior notice.
- e) Participates in the 'Home Grown Program' and occupies a position outside of the scope of the bargaining unit for a period of one hundred and eighty (180) days.

- f) Participates in a union leave as per article 11.04 for a period of one hundred and eighty (180) days.

12.10 Notwithstanding anything herein contained, the Company has the right at any time to transfer from any other Distribution Centre of the organization an Employee who is already in the organization's service, providing any such transfer does not displace an Employee in the Distribution Centre covered by this Agreement.

12.11 Job Vacancies

- a. All vacancies and promotions that occur in the classifications as outlined in Appendix "A" shall be posted, stating specific department and shift, on the bulletin board for five (5) full working days. Employees shall have the right to make written application for the vacancy or promotion within five (5) working days of the posting on the bulletin board.
- b. The Company will fill vacancies or new positions in order of seniority if the merit and ability necessary to perform the job is adequate. Employees promoted will be given a reasonable period of time, not to exceed sixty (60) days, in which to qualify and should they fail to qualify for the new position, they shall be returned to their former position. Employees may elect to return to their former position within fourteen (14) days of starting in a new posted position, once per calendar year.
- c. The names of successful applicants will be posted for fourteen (14) days. All subsequent vacancies shall be posted and filled as outlined above. A copy of the postings shall be retained on file for future reference. Successful applicants will be put in their new positions within twenty-eight (28) calendar days. Exceptional circumstances which may result in delay beyond this period will be discussed between the Company and the Union.
- d. Any Employee on vacation shall be given the privilege of submitting a written application for any position posted while away on vacation during the first three days of his return to work.
- e. In the event the Company changes the start time of the position by two (2) or more hours, within six (6) months of the position being awarded the Employee shall:
  - i) be able to withdraw their bid and return to their former position; or
  - ii) stay in their bid position and accept the change; or
  - iii) exercise their right under Article 12.06

- 12.12 Any Employee who fills a higher paid position for four (4) hours or more in a day shall be entitled to the rate of remuneration applying to such higher position for such time as he or she occupies it.
- 12.13 Except for cases of just cause, the Company shall not discharge any employee who has completed his probationary period. In cases of permanent lay-off, one weeks notice shall be given to employees with up to two years service, two weeks notice shall be given to employees with two or more years service. This shall not apply to temporary layoff.
- 12.14 A separate seniority list shall be kept by department for part-time employees based on the number of hours worked. Part-time employees shall be laid off, recalled or promoted to full-time in order of seniority within the department, provided they have the merit, fitness and ability to perform the work.

- 12.15 The company agrees to offer temporary positions and/or temporary assignments to the senior qualified employee within the classification on shift. If there are not qualified employees within the classification on shift then the company agrees to offer the temporary position or temporary assignment to the senior qualified employee in the bargaining unit on shift, provided there is a suitable replacement available for them within their department.

If there are still insufficient volunteers, qualified employees in the required classification will be required to perform the temporary position and/or temporary assignment in reverse order of seniority.

When an employee from a higher rated classification is assigned to a lower rated classification, the most junior employee from the classification will be assigned first.

- 12.16 When the Company determines that training is required, a signup list will be posted in a highly visible area as determined Management.

## ARTICLE 13 – GRIEVANCE PROCEDURE & ARBITRATION

- 13.01 Any complaint, disagreement or difference of opinion between the Company, the Union, or the Employees covered by this Contract, which concerns the interpretation or application of the terms and provisions of the Contract shall be considered a grievance. Any Employee, the Shop Steward, the Union or the Company may present a grievance. Any grievance which is not presented within thirty (30) days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.
- 13.02 If an Employee who has completed the probationary period alleges that he or she has been unjustly discharged, he or she shall notify the Company within ten (10) calendar days after the date of separation.

**13.03 Step One**

By a discussion between the Employee and/or Shop Steward, and his immediate Supervisor within five (5) days. If a satisfactory settlement cannot be reached, then

**Step Two**

The Employee and Steward may, with a Union Representative, discuss and present the matter to the Warehouse Manager. If a satisfactory settlement cannot be reached, then within five (5) days, the grievance shall be put in writing and;

**Step Three**

The Union Representative may take the matter up with the Company official designated by the Company to handle Labour Relation matters. If a satisfactory settlement cannot be reached within thirty (30) calendar days, the grievance may be submitted to a Provincial Government Grievance Mediator by mutual consent, or the Board of Arbitration established below.

**13.04** Should there arise any dispute in regard to the meaning or application of any term of this Agreement, or any violation be alleged and after thirty (30) days from the time the dispute arises, the parties are unable to reconcile their views, then any such dispute, shall, without stoppage of work, be referred to a Board of Arbitration. All submissions to any such Board of Arbitration shall be in writing, clearly setting out the nature of the grievance. In the event the Union and the Company agree, a single arbitrator may be used instead of a Board of Arbitration.

A Board of Arbitration shall be composed of one (1) Company Representative, one (1) Union Representative and one (1) person acceptable to both the Company and the Union, who shall act as Chairman. In the event that the parties cannot agree on a Chairman within seven (7) days, then the Minister of Labour of the Province of Alberta shall appoint a Chairman. Each party shall pay the expenses of its own Representative, and it is agreed that the expenses of the Chairman shall be paid one-half by the Union and one-half by the Company. No person shall serve on a Board of Arbitration if he or she is involved directly in the dispute.

It is distinctly understood that any Board of Arbitration is not vested with the power to change, modify or alter this Agreement in any of its parts. The Board may, however, interpret the provisions of this Agreement on all arbitrable matters, and its decision shall be final and binding on both parties.

**ARTICLE 14 – GENERAL**

14.01 A written reprimand shall not be given to an employee except in the presence of the Shop Steward, or in his/her absence another member of the bargaining unit, selected by the employee. A Shop Steward (or in the Steward's absence, another bargaining unit member selected by the Employee) will be present during all forms of discipline (i.e. written reprimands, suspensions and terminations) of regular Employees. Probationary Employees may request the presence of a Shop Steward during disciplinary meetings. Shop Stewards shall be paid for time in disciplinary meetings during working hours. Disciplinary suspensions shall be consecutive.

14.02 An Employee will receive a copy of any written reprimand, warning letter or other disciplinary notice placed in the files.

When requested by the employee the Company will make available to the employee his/her file under the following conditions,

- 1.) The employee is required to make an appointment with the Human Resources Department.
- 2.) All access by an employee to his/her file will be supervised by a member of Management.
- 3.) The employee will review his file off shift.

Written reprimands will be removed from an Employee's file after twelve (12) months from the date of discipline providing no further discipline has been issued to the Employee subject to the attached Letter of Understanding on Engineered Labour Standards.

14.03 There shall be elected from the employees, by the employees, not less than five (5) Shop Stewards with a goal of at least one steward per shift (day, afternoon, night). Their main duty is to assist the Employees and the Union Representative in presenting grievances to the Company in accordance with the grievance procedure.

14.04 When an employee on compensation is directed by the Compensation Board or their/his physician, he or she shall be returned to work to his former position if, in the opinion of the physician the employee is capable of performing his former duties.

14.05 In an effort to reduce ankle strain and injuries, commencing January 1st, 2010 all employees shall be required to wear CSA approved footwear with six (6) inch ankle protection.

Active employees past probation as of December 1st each year will receive an annual boot allowance of one hundred and fifteen dollars (\$115.00). Employees

must notify the Employer by November 15<sup>th</sup> should they choose to forgo the annual payment and accept a two-hundred and thirty dollar (\$230.00) payment every two (2) years. Payments will be made on the first pay period in December.

14.06 For the purposes of determining vacancies, vacation scheduling and the distribution of overtime, the Union recognizes the following departments:

Western Grocers:

- i. Grocery
- ii. Meat/Dairy
- iii. Produce
- iv. Frozen
- v. Shipping
- vi. Maintenance
- vii. Receiving

The Company may establish new departments in accordance with the needs of the business. The Company must advise and negotiate with the Union, the new department, any classifications and the wages of each classification therein. If the parties fail to reach agreement regarding classifications and the wages of each classification therein the matter shall be referred to a Board of Arbitration empowered to make binding award.

## ARTICLE 15 – HEALTH & WELFARE

15.01

- (a) Three (3) month qualifying period of full-time employment.
- (b) First five (5) days paid in any year at one hundred percent (100%) of regular hourly rate or first four (4) days paid in any year at one hundred percent (100%) in the case of employees who work four (4) ten (10) hour shifts.

Full-time Employees will have all remaining sick days paid out at one hundred (100%) percent at the end of November.

For those employees promoted to full-time and upon conclusion of the three (3) month qualifying period, such employees will receive a pro-rated amount of sick days until January 1st of the following year where they will be entitled to five (5) days at one hundred percent (100%) of regular hourly rate. Pro-rated days for employee who are not full-time as of January 1st and who have completed their three (3) month qualifying period, will be based on 0.5 days per month, not to exceed five (5) days (excluding December) and paid at one hundred percent (100%) of regular earnings.

For example, Employee goes full-time on July 6th and has concluded their three month qualifying period as of October 6th. Employee would be entitled to  $0.5 + 0.5 = 1$  sick day for the remainder of the year. All pro-rated employees will have their accrual paid out at one hundred percent (100%) of their regular earnings at the end of November.

15.02 A doctor's note may be required for any illness or absence longer than one (1) day. Any request for documentation for a single day of absence will be preceded by a formal meeting with the Employee, with a Shop Steward or designate attending, advising the Employee that their attendance record is unacceptable. Requests for medical information will be made by the Site Manager or a more senior member of management.

In cases where a health care appointment is required by the Company, the Company will make the necessary arrangements and will pay the cost of the service.

15.03 Full-time employees with three (3) months qualifying service will be eligible for Weekly Indemnity, based on the Westfair Plan, from day four (4) of a sickness or accident paid at seventy percent (70%) of their regular hourly rate to a maximum of twenty-six weeks.

15.04 An "Attending Physician's Statement" as per the Company's required format must be completed and submitted for all Weekly Indemnity claims.

15.05 Part-time Employees with 1040 hours of service who have worked 32 hours per week for 12 consecutive weeks are eligible for benefit coverage through the company's benefit provider. To maintain coverage, a part-time Employee must maintain an average of 32 hours per week over the previous 3 periods (12 weeks). Weeks of approved leave or WCB will not be included in the average calculation.

15.06 The Company agrees to provide the Union and the employees with a current updated description of Benefit Plans covering Employees.

15.07 Employees with three (3) months of full time service will be eligible for optical coverage to a maximum of one hundred and fifty dollars (\$150) every twenty four (24) months. This coverage shall also apply to dependents covered under the employee's current benefit plan.

15.08 The Company will provide all eligible employees with a pay-direct drug card.

#### ARTICLE 16 – DURATION, TERMINATION AND AMENDMENTS

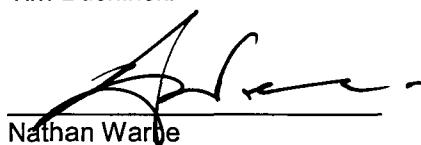
16.01 This Agreement shall be in full force and effect as of June 6, 2016 and continue in full force and effect at the existing facilities through June 6, 2022.

16.02 Either party may, not less than thirty (30) days nor more than sixty (60) days before the expiry date or renewal of such Agreement, give notice, in writing, to the other party to terminate such Agreement or to negotiate a revision thereof.

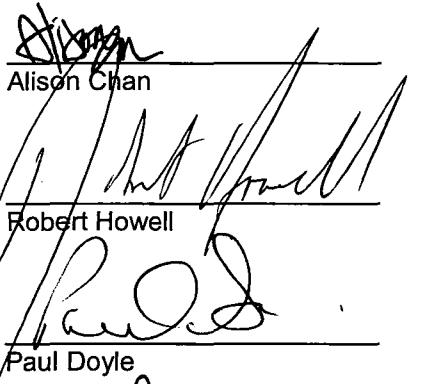
Signed this 11 th day of August, 2016 in the City of Calgary, Alberta.

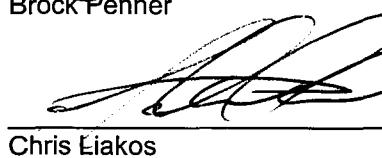
Signed on Behalf of the  
"Company".

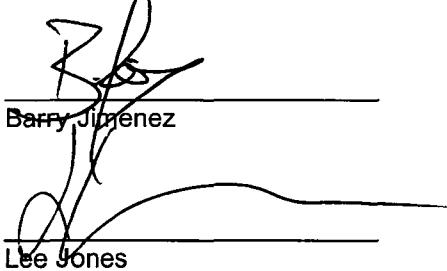
Signed on Behalf of the  
"Union".

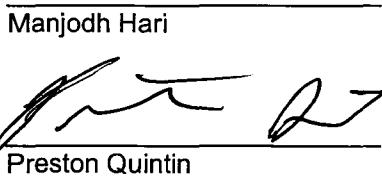
Tim Buchinski  
Tim Buchinski  
  
Nathan Warne

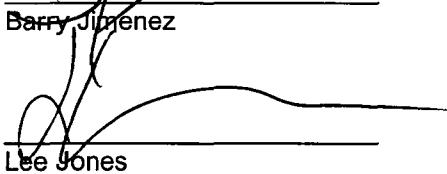
John Taylor  
John Taylor  


Alison Chan  
Alison Chan  
  
Robert Howell

Brock Penner  
Brock Penner  
  
Chris Liakos

Paul Doyle  
Paul Doyle  
  
Barry Jimenez

Manjodh Hari  
Manjodh Hari  
  
Preston Quintin

Lee Jones  
Lee Jones  


Sukmander Sekhon  
Sukmander Sekhon

## APPENDIX "A" – DEPARTMENTS & CLASSIFICATIONS

DEPARTMENT	CLASSIFICATION
Produce:	Forklift Operators, Assemblers, Part Time
Grocery:	Forklift Operators, Assemblers, Part-time
Meat/Dairy:	Forklift Operators, Assemblers, Part-time
Frozen:	Forklift Operators, Assemblers, Part-time
Maintenance	Maintenance Janitor Part Time
Receiving:	Receivers Part-Time
Shipping:	Shippers Part-Time

Part-time employees will not perform Forklift Operator functions in Frozen, Meat/Dairy, Grocery, and Produce departments.

## APPENDIX "B"

Full-time Employees on the common anniversary date shall receive vacation in any given vacation year based on years of service attained in the preceding years, according to the following schedule of entitlement:

<u>Years of Service</u>	<u>Time Off</u>	<u>Paid Vacation</u>	<u>Conversion Factor</u>
One (1) year or more	2 weeks	2 weeks	1.0
Four (4) years or more	3 weeks	3 weeks	1.5
Eight (8) years or more	4 weeks	4 weeks	2.0
Thirteen (13) years or more	5 weeks	5 weeks	2.5
Eighteen (18) years or more	6 weeks	6 weeks	3.0
Twenty three (23) years or more	7 weeks	7 weeks	3.5

New full-time Employees who have less than one complete year of service as of January 1<sup>st</sup> shall receive vacations during the following year as follows:

<u>Date of Employment</u>	<u>Vacation Entitlement</u>
January	10.0 working days
February	10.0 working days
March	9.0 working days
April	8.0 working days
May	7.0 working days
June	6.0 working days
July	5.0 working days
August	4.0 working days
September	3.0 working days
October	2.0 working days
November	1.0 working days
December	0.0 working days

## LETTER OF UNDERSTANDING - HEALTH & SAFETY

A Health & Safety Committee consisting of two (2) Employee representatives and two (2) Management representatives, including the Warehouse Manager or his designate, shall meet monthly. Committee members will be paid at straight time for actual time spent at scheduled meetings.

The Safety Committee shall:

- a) participate in workplace inspections and investigations to identify, control, and reduce workplace hazards
- b) maintain accurate records of all meetings, inspections and document action required to resolve concerns
- c) identify situations that may be unhealthy or unsafe in respect of the work site
- d) make recommendations for the improvement of the health and safety of workers
- e) investigate circumstances resulting in workplace injuries
- f) establish and enforce safety and health policies to prevent future injuries

The Union or any Employee may bring to the attention of the Employer any health and safety concerns. All such issues will be addressed by the Committee. The Employer will act expeditiously in responding to any health and safety concerns raised.

## LETTER OF UNDERSTANDING – ENGINEERED LABOUR STANDARDS

Employees are expected to achieve one hundred percent (100%) of the Engineered Labour standard. In the event an Employee does not achieve at least ninety-five percent (95%) of the standard, the steps shall be as follows:

- a) Non-disciplinary discussion regarding performance and expectations
- b) Written reprimand
- c) One day suspension
- d) Three day suspension and optional retraining
- e) Five day suspension, mandatory retraining and final warning
- f) Termination of employment

For each twelve (12) month period that an Employee exceeds ninety-five percent (95%) of the standard on a weekly basis, the level of discipline he or she would receive when he or she does not achieve at least ninety-five percent (95%) of the standard will be reduced by one level, maximum reduction is to level b.

Employees working overtime shall not be subject to discipline for achieving eighty-five percent (85%) or greater of the standard for time in excess of ten (10) hours in one day.

The above listing constitutes an agreement on penalty but does not preclude grievances such as those concerning whether the offence occurred, whether the failure to meet the standard was in some way excusable.

## LETTER OF UNDERSTANDING – PERFORMANCE IMPROVEMENT PROCESS

Assemblers found to have errors on their orders are subject to coaching and discipline according to the following guidelines

1. Any single audit resulting in an error rate greater than Branch Target is subject to an immediate coaching conversation.
  - a. Branch Target is  $3/1000 = 0.003\%$
  - b. Example would be  $2/56$  cases =  $0.0357\%$
2. Any total audited cases resulting in the assemblers cumulative number of errors exceeding the branch target prior to having 1000 cases audited is subject to progressive discipline
  - a. Assemblers reaching more than 3 total errors before having a total of 1000 cases audited are subject to the next level of progressive discipline
  - b. Once progressive discipline is served, the "audit clock" is reset and the calculations start at 0 cases audited and 0 errors for their next audit.
  - c. Any assembler reaching a total of 1000 cases audited and having less than 3 cumulative errors is reduced one level of discipline if applicable
  - d. The employee will receive written confirmation of the audit results upon conclusion of the audit.
3. Progressive discipline is administered as follows
  - a. Note to File
  - b. Written
  - c. 1 day suspension
  - d. 3 day suspension
  - e. 5 day suspension
  - f. Termination

The above listing constitutes an agreement on penalty but does not preclude grievances such as those concerning whether the offence occurred, or whether the failure to meet the branch target was in some way excusable.

## LETTER OF UNDERSTANDING - NEW FACILITIES

Should the Company own and operate any additional Warehouse or Distribution Facilities in the City of Calgary then such facilities will fall under the Terms and Conditions of this Collective Agreement. Any classifications not included in this agreement shall have rates of pay negotiated between that Union and the Company at the time they come into effect.

## LETTER OF UNDERSTANDING – COMPANY ISSUED APPAREL

This Letter shall serve to confirm the understanding reached between the Parties regarding Company-issued apparel. The Parties recognize that significant costs are associated with lost gloves and toques. To better manage this cost, it is understood that these items will be replaced by the Company on an exchange basis when such items are sufficiently worn.

## LETTER OF UNDERSTANDING – RESPECT AND DIGNITY

- (1) The Employer agrees that employees, the people who are a vital part of our success, must be treated with dignity, respect and fairness appropriate in the circumstances.
- (2) The parties agree that allegations of inappropriate conduct will be brought forward to the Human Resources department within five (5) days of the alleged incident.
- (3) The Complainant and their Union Representative will meet with Human Resources within a reasonable time frame in an effort to resolve the specific concern.
- (4) If the parties cannot resolve the concern during this meeting, the matter will be referred to a mediator from an agreed list of suitable mediators. It is agreed that the expenses of the Mediator shall be paid one-half (1/2) by the Union and one-half (1/2) by the Company.
- (5) If the matter is not resolved through direct mediation, the mediator will write a report outlining his view of the matter and make recommendations for a resolution.
- (6) Individuals identified through the process as having engaged in inappropriate conduct will be retrained or appropriately disciplined as determined by the Employer.

## LETTER OF UNDERSTANDING RE: GRIEVANCE PROCEDURE

Recognizing that there are times when mediation may be desirable (with the exception of policy related and termination grievances unless mutually agreed), either party may exercise its option to use the following process as a substitute for the formal arbitration procedure outlined in Article 13 of the Collective Agreement:

1. The Mediator will be selected based upon mutual agreement.
2. Both parties shall be responsible for the costs of their committee members and shall equally share the costs of the mediator. The location of the meetings shall be as convenient as possible for both parties.
3. Four (4) dates will be set with the assistance of the Mediator within the first two weeks of January. The dates to be set will be on or about the 22<sup>nd</sup> day of February, May, August and November for any applicable grievances to be heard through this process.
4. If one party cancels the agreed upon dates, the cancelling party will concede all grievances set to be heard on such date. The parties may mutually agree to postpone a date due to unforeseen circumstances.
5. No legal counsel will be used by either party.
6. An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each case.
7. General rules of evidence will be waived except for the rule of "onus".
8. Procedure Guidelines:
  - (a) The parties should briefly but clearly, set out the case from each party's perspective and any relevant provisions of the collective agreement. The Mediator will seek to define the matter in dispute, including disputes with respect to evidence.
  - (b) The Mediator may render a decision verbally after a short deliberation or write a decision which will be brief, but clearly describe the reasons for the decision within a week of the hearing.
9. The mediator shall have the authority to determine the resolution of any grievance properly brought forward before the panel which shall be binding upon the parties on a without prejudice basis.
10. No mediator will have the authority to change, alter or amend the terms of the Collective Agreement.

11. Settlement of grievances that have been resolved through the panel shall be put in effect within seven calendar days.

This process shall not be used to the extent that it prevents the resolution of any grievance prior to the committee meeting. The purpose of mediation is to resolve grievances properly discussed through the grievance procedure.

## LETTER OF UNDERSTANDING – SHOP STEWARDS

One shop steward at a time shall be allowed such time as necessary to deal with any grievances that arise during their shift. It is understood that the steward has their regular work to perform on behalf of the Company and when it is necessary to service a grievance they will not leave their work without seeking the prior approval of their Supervisor, which shall not be unreasonably withheld. When resuming their regular work, they will report to their Supervisor. With this understanding, the Company will pay for any regular hours lost by the steward in handling grievances during working hours.

## LETTER OF UNDERSTANDING – SEVERANCE

In the event of a closure of the Distribution Centre in the future, the Company agrees to pay severance of one (1) weeks' regular pay for each completed year of service to a maximum of thirty-two (32) weeks to full-time employees whose employment cannot be maintained.

## LETTER OF UNDERSTANDING – EXTENDED LEAVE OF ABSENCE.

The Company will allow up to five (5) employees per week off at any one time on an unpaid extended leave of absence during the course of the year.

It is understood that any applications over and above the 5 employee per week threshold shall be deemed requests and the Company reserves the right to maintain an adequately skilled workforce.

Extended leaves of absence requested under this Letter of Understanding must be made during the vacation selection process and shall be up to 4 weeks in length. The Employer will distribute extended leave of absence request forms during the vacation selection process. Employees will submit their vacation requests in writing along with any requests for extended leaves of absence for the following year.

It is understood that extended leave of absence requests received during the vacation selection process will be reviewed after all vacation weeks have been allocated. Employees who have requested an extended leave of absence must use all eligible vacation weeks in combination with extended leave of absence requests.

For extended leave of absences requests in 2014 under this letter of understanding, employees will have a one (1) month period following ratification to submit their requests.

The Employer will sit down with a committee of up to 4 employees and a Union representative to review the requests and determine the fair allocation of extended leaves of absence for the following year under the established criteria within this letter of understanding.

The granting of an extended leave of absence for the following year will be finalized and posted with the vacation schedules by December 15th as per the CBA.

It is understood that this does not preclude an employee from applying for a Leave of Absence as per article 11.01.

## LETTER OF UNDERSTANDING – TRAINERS

A list of Employee trainers will be selected on the basis of skills, merit, qualifications as determined by management. Should all these factors be equal, seniority will be the determining factor. Employees selected as trainers will be paid a one dollar (\$1.00) premium for all time spent training. Trainers will be assigned in order of seniority from those on shift at the time training is required based on the Employee Trainer list.

## SCHEDULE OF WAGES & CLASSIFICATIONS

All active end rate FT Employees (Hired FT prior to November 11, 2013)

**\$2000 Signing Bonus** payable on a separate deposit on the first payroll after ratification.

Effective first complete payroll January 2017 – \$1000 Lump Sum

Effective first complete payroll January 2018 – \$1000 Lump Sum

Effective first complete payroll January 2019 – \$1250 Lump Sum

Effective first complete payroll January 2020 – \$1300 Lump Sum

Effective first complete payroll January 2021 – \$1500 Lump Sum

<b>FULL-TIME ASSEMBLER/JANITOR WAGE SCALE (HIRED FT PRIOR TO NOVEMBER 11, 2013)</b>	
<u>Hours</u>	<u>Current</u>
0 - 500	
501 - 1000	
1001 - 1500	
1501 - 2000	
2001 - 2500	
2501 - 3000	
3001 - 3500	\$15.80
3501 - 4000	\$16.20
4001 - 4500	\$16.70
4501 - 5000	\$17.20
5001 - 5500	\$17.70
5501 - 6000	\$17.90
6001 +	\$25.50

<b>FULL-TIME RECEIVER/ SHIPPING/ FORKLIFT/ MAINTENANCE WAGE SCALE (HIRED FT PRIOR TO NOVEMBER 11, 2013)</b>	
<u>Hours</u>	<u>Current</u>
0 - 500	
501 - 1000	
1001 - 1500	
1501 - 2000	
2001 - 2500	
2501 - 3000	
3001 - 3500	\$16.45
3501 - 4000	\$16.95
4001 - 4500	\$17.45
4501 - 5000	\$17.95
5001 - 5500	\$18.40
5501 - 6000	\$18.90
6001 +	\$26.10

All active FT Employees (Hired FT after November 11, 2013)

**\$2000 Signing Bonus** payable on a separate deposit on the first payroll after ratification.

Effective first complete payroll January 2017 – \$0.40 Increase to Top Rate

Effective first complete payroll January 2018 – \$0.45 Increase to Top Rate

Effective first complete payroll January 2019 – \$0.50 Increase to Top Rate

Effective first complete payroll January 2020 – \$0.55 Increase to Top Rate

Effective first complete payroll January 2021 – \$0.60 Increase to Top Rate

Employees Hired or Promoted FT After November 11, 2013	Current	17-Jan	18-Jan	19-Jan	20-Jan	21-Jan
0 - 500	\$15.80	\$15.80	\$15.80	\$15.80	\$15.80	\$15.80
501 - 1000	\$16.20	\$16.20	\$16.20	\$16.20	\$16.20	\$16.20
1001 - 1500	\$16.70	\$16.70	\$16.70	\$16.70	\$16.70	\$16.70
1501 - 2000	\$17.20	\$17.20	\$17.20	\$17.20	\$17.20	\$17.20
2001 - 2500	\$17.70	\$17.70	\$17.70	\$17.70	\$17.70	\$17.70
2501 - 3000	\$17.90	\$17.90	\$17.90	\$17.90	\$17.90	\$17.90
3001 - 3500	\$18.10	\$18.10	\$18.10	\$18.10	\$18.10	\$18.10
3501 - 4000	\$18.30	\$18.30	\$18.30	\$18.30	\$18.30	\$18.30
4001 - 4500	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50
4501 - 5000	\$18.70	\$18.70	\$18.70	\$18.70	\$18.70	\$18.70
5001 - 5500	\$18.90	\$18.90	\$18.90	\$18.90	\$18.90	\$18.90
5501 - 6000	\$19.10	\$19.10	\$19.10	\$19.10	\$19.10	\$19.10
6001 -	\$21.00	\$21.40	\$21.85	\$22.35	\$22.90	\$23.50

## All active PT Employees

**\$1000 Signing Bonus** payable on a separate deposit on the first payroll after ratification

Effective first complete payroll January 2017 – \$0.20 Increase to Top Rate

Effective first complete payroll January 2018 – \$0.25 Increase to Top Rate

Effective first complete payroll January 2019 – \$0.25 Increase to Top Rate

Effective first complete payroll January 2020 – \$0.25 Increase to Top Rate

Effective first complete payroll January 2021 – \$0.30 Increase to Top Rate

Part-Time Employee Wage Scale	Current	17-Jan	18-Jan	19-Jan	20-Jan	21-Jan
0 - 500	\$13.75	\$13.75	\$13.75	\$13.75	\$13.75	\$13.75
501 - 1000	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
1001 - 1500	\$14.15	\$14.15	\$14.15	\$14.15	\$14.15	\$14.15
1501 - 2000	\$14.30	\$14.30	\$14.30	\$14.30	\$14.30	\$14.30
2001 - 2500	\$14.80	\$14.80	\$14.80	\$14.80	\$14.80	\$14.80
2501 - 3000	\$15.20	\$15.20	\$15.20	\$15.20	\$15.20	\$15.20
3001 - 3500	\$15.45	\$15.45	\$15.45	\$15.45	\$15.45	\$15.45
3501 +	\$16.30	\$16.50	\$16.75	\$17.00	\$17.25	\$17.55

All Employees will have an option of transferring their lump sum payment(s) into the Company sponsored RRSP program provided they are eligible to do so in accordance with Canada Revenue Agency (CRA) rules. Please contact your HR representative immediately should you be interesting in this option for your signing Bonus.

Part-time employees moving to a full-time classification shall receive the next higher rate of pay that results in an increase on the full-time scale.

## WITHDRAWAL CARD INFORMATION

Upon termination, lay-off, leave of absence, lengthy illness, Workers Compensation claims, or changing your place of employment; you are advised to call in at your Union Office, to obtain a WITHDRAWAL CARD or TRANSFER CARD which will entitle you to re-enter into the Union without further payment of Re-initiation Fee or payment of back dues.

**\*\*\*\* BE CERTAIN THAT YOU OBTAIN YOUR WITHDRAWAL CARD AS SOON AS YOU LEAVE YOUR PLACE OF EMPLOYMENT AS YOUR DUES MUST BE PAID UP WITHIN THE MONTH IN WHICH YOU OBTAIN YOUR WITHDRAWAL CARD.**

If there is any further information that you may require, please feel free to call your Union Office.

In Calgary Telephone (403) 252-7843

In Edmonton Telephone (403) 483-7098

WITHDRAWAL CARDS can be obtained at your Local Union Office for a cost of twenty-five cents (\$0.25) or can be obtained by mail when accompanied by your name, Social Insurance Number and CORRECT MAILING ADDRESS, at which time we will mail your WITHDRAWAL CARD to your home.

You must NOT ask the Shop Steward to get your WITHDRAWAL CARD for you, as it is NOT his duty to look after your business.

**IT IS MOST IMPORTANT THAT YOU NOTIFY YOUR UNION OFFICE OF ANY ADDRESS CHANGE**

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Fraternally yours,

Ed Bodnaryk  
SECRETARY-TREASURER