

COLLECTIVE AGREEMENT

between:



BUY-LOW FOODS LTD.

- and -



**LOGISTICS, MANUFACTURING AND ALLIED TRADES
UNION, CLAC LOCAL 56**

Period: January 1, 2017 to December 31, 2020

INDEX

Arbitration	9
Benefits.....	24
Education and Training Fund.....	28
Funeral Leave.....	22
General Holidays	20
Grievance Procedure.....	7
Hours of Work.....	13
Jury Duty	23
Leaves of Absence	23
Management Rights.....	4
Maternity/Parental/Adoption Leave.....	23
Medical Examinations.....	24
No Strikes No Lockouts	6
Non-Discrimination	4
Notices.....	29
Overtime	13
Premium Pay	17
Purpose of Agreement.....	3
Qualifying Period	10
Rest and Meal Periods	16
SCHEDULE A - Schedule of Wages.....	31
Seniority Layoff and Promotion.....	10
Staff Meetings.....	17
Term of Agreement.....	30
Union Management Committee	28
Union Recognition	3
Union Representation	5
Vacations and Vacation Pay.....	18
Wages - Hourly Rates.....	17
Wearing Apparel.....	23
Work Environment	28

COLLECTIVE AGREEMENT

BETWEEN:

**BUY-LOW FOODS LTD.
hereinafter referred to as "the Employer"**

and

**LOGISTICS, MANUFACTURING AND ALLIED TRADES UNION, CLAC LOCAL 56
hereinafter referred to as "the Union"**

Period: January 1, 2017 to December 31, 2020

SECTION 1 - PURPOSE OF AGREEMENT

- 1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:
- a) To recognize mutually the respective rights, responsibilities and functions of the parties hereto;
 - b) To provide and maintain working conditions, hours of work, wage rates and benefits as set forth herein;
 - c) To establish an equitable system for the layoff and recall of employees;
 - d) To establish a just and prompt procedure for the disposition of grievances;
 - e) And generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer and the employees, which will be conducive to their mutual well-being.

SECTION 2 - UNION RECOGNITION

- 2.01 a) The Employer recognizes the Union as the sole agent for the purpose of collective bargaining for all employees who are employed in the warehousing operations for Buy Low Foods Ltd. in the Province of Alberta, save and except managers, supervisors, security personnel and office staff.

- b) A non-bargaining unit employee shall not perform bargaining unit work, with the exception of managers and supervisors. Managers and Supervisors will not be scheduled to reduce bargaining union employee man hours; however will assist in the work dependent upon training needs, issues resulting from failure of employees to report for work or emergencies. All work related to any building and/or equipment maintenance or shuttling will be performed by outside personnel or contracted companies. General warehouse cleanup will be performed by employees on each shift or schedule as assigned by the company.

SECTION 3 - MANAGEMENT RIGHTS

3.01 The management and the direction of the Employer's business, including the work force are the sole rights of the Employer including the right to:

- a) Plan, organize, direct and control operations;
- b) Schedule and assign work to employees;
- c) Determine the means, methods, processes and schedules of operations;
- d) Establish production standards;
- e) Maintain the efficiency of employees;
- f) Establish and require employees to observe the Employer's rules and regulations;
- g) Hire, layoff, transfer or relieve employees from duties;
- h) Discontinue jobs;
- i) Maintain order and suspend, promote, demote, discipline and discharge employees for just cause; and
- j) Decide employee qualifications and ability.

3.02 The foregoing enumeration of Management Rights and functions shall not be deemed to exclude other functions not specifically set forth in this Section, the Employer therefore retaining all Management Rights not specifically described herein.

SECTION 4 - NON-DISCRIMINATION

4.01 Neither the Employer nor the Union will discriminate against any employee because of membership or non-membership in the Union and agree to adhere to the *Alberta Human Rights Act*.

SECTION 5 - UNION REPRESENTATION

- 5.01 Except as permitted by this Agreement, there shall be no Union activities on the Employer's time or on the premises of the Employer without prior permission from Management. Such permission not to be unreasonably withheld.
- 5.02 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
- a) The Union has the right to appoint or elect up to one Union Steward for every thirty employees, or portion thereof. Union Stewards are representatives of the employees in certain matters pertaining to this Agreement.
 - b) Duly appointed CLAC representatives are representatives of the employees in all matters pertaining to this Agreement particularly for the purpose of processing grievances or arbitrations, negotiating amendments or renewals of this Agreement, and enforcing the employees' collective bargaining rights as well as any other legal rights.
 - c) Upon proper notification, designated CLAC representatives shall have access to the employees during working hours for the purpose of observing working conditions and interviewing employees. Such interviews shall not take longer than five (5) minutes and shall not interfere with the Employer's operations.
 - d) The Union has the right to appoint or elect a Negotiating Committee consisting of one employee Negotiating Committee member for every thirty employees, or portion thereof to a maximum of four (4) Negotiating Committee members. Negotiating Committee members, will be allowed time off for formally preparing for and/or negotiating revisions to the collective agreement with the Employer.
- 5.03
- a) In order to promote understanding and a harmonious work environment, the stewards will be allowed to spend time in responding to enquiries on the shop floor, provided the steward or the employee(s) with the enquiry have previously received permission from a supervisor. Permission from supervisors will not be unreasonably withheld.
 - b) The Employer agrees to introduce new employees to a Union Steward on the new employee's first day of work as part of the orientation process.

- 5.04 The Employer is authorized by the Union and shall deduct Administration Dues from new employees and Union dues from each employee's pay each pay period, effective from the start of employment. Such deductions shall be a condition of employment and shall be an amount set by the National Union. The Union shall advise the Employer in writing of the amount of Union dues to be deducted.
- 5.05 The total amount of Union dues deducted will be mailed to the Union's provincial office each month, within two (2) weeks after month end, together with an itemized list of the employees for whom the deductions are made and the amount deducted. The Employer shall also provide the Union with the Social Insurance Numbers of those employees who have given the Employer written consent to release their Social Insurance Numbers to the Union.
- 5.06 The Union has a conscientious objection policy for employees who cannot support the Union with their dues for conscientious reasons, as determined by the Union's internal guidelines on what constitutes a conscientious objection.
- 5.07 The Employer shall provide the Union with all necessary information regarding insurance and benefit plans, job classification changes and terminations. The name, address, date of hire, and classification of new employees shall be provided to the Union once monthly. A list of employees, ranked according to seniority and classification and showing the employee's rate of pay shall be forwarded to the Union twice yearly.
- 5.08 The Union and the Employer will co-operate in maintaining a competent work force. The Union undertakes to supply the Employer with the names of qualified potential employees to the best of the Union's ability. Subject to Section 3 of this Agreement, the Employer agrees to give due consideration to candidates referred by the Union.
- 5.09 Union bulletin boards supplied by the Union will be located in the warehouse and other mutually agreed areas.

SECTION 6 - NO STRIKES - NO LOCKOUTS

- 6.01 During the term of this Agreement, or while negotiations for a further Collective Agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work, or otherwise restrict or interfere with the Employer's operations through the Union's members. The Union further agrees that any employee or employees that participate in or encourage any such action will be subject to discipline or discharge. The term "slow-down" shall mean willful restriction or reduction of the operations or production by an employee or the Union, which is within the reasonable control of an employee, or the Union.

- 6.02 During the term of this Agreement, or while negotiations for a further Collective Agreement are being held, the Employer will not engage in any lockout of its employees or deliberately send employees home when such action is not warranted by the workload.
- 6.03 It is the intention of the parties that during the life of this Agreement, all disputes as to the meaning and application of this Agreement shall be handled in accordance with the provisions of the Grievance and Arbitration Procedures set forth herein.

SECTION 7 - GRIEVANCE PROCEDURE

- 7.01 In the event that a difference arises between the Employer and the Union, or between the Employer and one or more employees, regarding the interpretation, application or an alleged violation of this Agreement, such difference shall be settled without stoppage of work or lockout by way of one of the following procedures of settlement as applicable.

- 7.02 By the Employee(s):

Verbal Step

The Employee or Employees concerned, with or without a Union Steward in attendance, or at the option of the employee(s) a Union Steward on the behalf of the employee(s), must first seek to settle the difference in discussion with an appropriate Employer representative.

Step 1

If the difference is not resolved satisfactorily in the Verbal Step, it then becomes a grievance. The grievance shall then be reduced to writing and shall set forth the following information:

- a) The nature of the grievance and the circumstances out of which it arose;
- b) The remedy or correction requested;
- c) The Section or Sections of the Agreement claimed to have been infringed upon or violated.

The grievance shall be submitted in written form to the Operations Manager within seven (7) days of the act giving rise to the grievance. On the grievance form, the Operations Manager or designee shall make known his decision to the griever within seven (7) days of receipt of the grievance. The Employer shall provide the griever and the Union with a copy of the Step 1 decision.

Step 2

In the event that the Employer's reply in Step 1 is unsatisfactory, the designated CLAC Representative may then submit the grievance to the Senior Employer representative of the Employer within ten (10) days of receiving the Step 1 decision. The Senior Employer's representative shall make known their decision within ten (10) days of receipt of Step 2 of the grievance.

Step 3

In the event that the Employer's reply in Step 2 is unsatisfactory to the griever, a designated CLAC representative, a shop steward, and the designated representatives of the Employer will meet within ten (10) days of receipt of the Step 2 decision and attempt to settle the grievance to their mutual satisfaction. If no resolution is reached within three (3) days of the meeting either party may immediately (but within fourteen (14) days) submit the grievance to arbitration. The notice of submission to arbitrate must include the information described in the grievance and must be given in writing.

7.03 By the Employer or the Union:

Step 1

In the event that either the Employer or the Union wish to process a grievance on their own behalf, such grievance shall be submitted in writing by one party to the other, shall set forth the information described in Step 1 of Subsection 7.02 and shall be submitted within ten (10) days of the act giving rise to the grievance. The party in receipt of the grievance must within ten (10) days having received it, inform the other party of its decision.

Step 2

In the event that the reply in Step 1 is unsatisfactory to the griever, a designated CLAC representative and designated representatives of the Employer will meet within ten (10) days and attempt to settle the grievance to their mutual satisfaction. If no resolution is reached within three (3) days of the meeting, either party may immediately submit the grievance to arbitration within fourteen (14) days. The notice of submission to arbitrate must include the information described in the grievance and must be given in writing.

7.04 The time limits expressed in this Section shall be exclusive of Saturdays, Sundays, General Holidays and normal time off in the case of an employee. Time limits may be extended only by mutual agreement between parties.

- 7.05 In the event that the initiator of a grievance fails to follow the procedures and time limits prescribed in this Section, the grievance shall be deemed to be forfeited and abandoned.
- 7.06 Where the recipient of a grievance fails to respond within the time limits prescribed in this Section, the grievance shall advance to the next step.

SECTION 8 - ARBITRATION

- 8.01 If the parties fail to settle a grievance in accordance with Section 7, either the Employer or the Union, by written notice to the other, shall have the right to refer the dispute to an impartial single arbitrator. A current list of agreed upon arbitrator will be maintained by both parties. The arbitrators will act in rotation in the order in which they appear on the list, except that, by mutual written agreement of the parties, any other arbitrator on the list may be selected to hear an individual arbitration where the parties mutually agree that it is necessary or appropriate to select such other arbitrator.
- 8.02 The arbitrator shall hear the matter within twenty-one (21) calendar days of the appointment or such further time as the arbitrator shall set. The arbitrator shall hear such evidence as the parties may desire to present to assure a full, fair hearing. The arbitrator shall render his decision in writing to the parties within fourteen (14) days after the completion of the hearing.
- 8.03 No person may act as an arbitrator who has been involved in an attempt to negotiate or settle the grievance in question.
- 8.04 The decision of the arbitrator shall be final and binding on the parties to the dispute and shall be applied forthwith.
- 8.05 Notice of desire to arbitrate shall be served in accordance with Section 29.
- 8.06 Subject to Subsection 7.05, if a party refuses or neglects to answer a grievance within the stipulated time limits of the Grievance Procedure, the other party may commence arbitration proceedings and the decision of the arbitrator shall be final and binding upon both parties.
- 8.07 It is agreed that the arbitrator shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Section 7 and 8 where the default was owing to a reliance upon the words or conduct of the other party.
- 8.08 Each of the parties hereto will equally bear the expense of the arbitrator.

SECTION 9 – QUALIFYING PERIOD

- 9.01 New employees shall complete a qualifying period of one thousand and forty (1040) hours worked (excluding time spent on a WCB claim). During this qualifying period, the Employer may discharge new employees without recourse to the Grievance or Arbitration Sections of this Agreement.

SECTION 10 - SENIORITY, LAYOFF AND PROMOTIONS

- 10.01 a) Full-time employees shall accumulate seniority at a rate of forty hours (40) per week for each week worked in a full-time position, regardless of actual hours worked. When a full-time employee is absent from work due to vacation, pre-approved leave of absence, Worker's Compensation due to an injury suffered when working for the Employer, short-term disability, long-term disability, sick leave of less than eight (8) days, maternity or parental leave, the employee will continue to accumulate seniority at the above rate for the weeks of absence.
- b) Part-time employees shall accumulate seniority for all hours actually worked to a maximum of forty-hours (40) per week.
- 10.02 a) The Employer will maintain a single seniority list, which will be updated on a monthly basis; the list will contain all employees' names, full-time / part-time status, and total hours of seniority accumulated to the date of the most recently completed pay period. The Employer will post, and provide to the Union, a copy of the most recently updated seniority list. The Union may question any inaccuracy on the list for a period of fifteen (15) days after it receives the list. Thereafter the total hours of seniority shown on the list will be conclusive.
- b) In the event two or more employees have the same number of seniority hours, seniority will be determined by a coin toss.
- c) Employees who have taken a full-time position and voluntarily moved to the part-time pool within one (1) year must remain in the part-time pool for a period of one (1) year.
- 10.03 An employee's seniority and their employment shall be deemed terminated if the employee:
- a) Resigns or retires;
- b) Is discharged for cause (unless the discharge is overruled in accordance with the grievance or arbitration procedures);

- c) Is absent without leave in excess of two (2) days without notice satisfactory to the Employer;
- d) Fails to report to work within seven (7) days after being recalled from layoff, or;
- e) Is laid off for a continuous period equal to the employee's seniority or one (1) year, whichever is less.

- 10.04 Employees promoted out of the bargaining unit shall retain their seniority for a period of twelve (12) months provided their employment remains continuous with the Employer; during this time the employee shall not accumulate seniority.
- 10.05 All job postings will be posted for a minimum of six (6) calendar days and the job posting will include the following information: date of the posting; hours of the shift; standard qualifications required; standard job duties; permanent or temporary status of the position; and closing date of the posting. The Employer may consider the successful applicant's request for an alternate commencement date. Applications for job postings must be made in writing.
- 10.06 All job postings and, for eligible employees, other postings and sign-up sheets, will be awarded based on seniority, qualifications and abilities. Qualifications and ability being equal, seniority shall prevail.
- 10.07 The employee who is awarded a position from a job posting must accept the position once it has been awarded, unless the employee cancels their application prior to the closing date by hand delivering a written notice to their supervisor. In the event management withdraws the job posting, bumping rights shall be given to the senior applicant. Employees may post into and be awarded no more than three (3) job postings in a twelve (12) month period. The provisions of 10.11 (b) and 10.11 (c) are excluded from the count of the three (3) job postings the employee may post into and be awarded under this section.
- 10.08 The Employer must award the position of the job posting within seven (7) days of the closing date of the posting. The successful applicant will begin to perform the duties of the posted job position within ten (10) days after the date the job position is awarded. If this deadline cannot be met, the Employer and the Union will meet and mutually set another agreeable target date.

Full-time position vacancies will be posted as a job posting within five (5) days of the position becoming vacant subject to management's rights to delete or alter the position.

- 10.09 When the Employer receives notification from an employee that the employee will be absent from work, for a bona fide reason, for a period of time longer than six (6) weeks, the Employer agrees to fill the temporary vacancy by posting the vacant position as a temporary job position.
- An employee awarded a temporary job posting must remain in that position for the length of the posting unless the employee is the successful applicant of another job posting.
- Temporary job postings for new positions will have a maximum time limit of six (6) months after which they will be deleted or reposted as a permanent job posting.
- 10.10 When a part-time employee works thirty-two (32) or more hours per week for thirteen (13) consecutive weeks, that position will be posted as a full-time job position, except when the part-time employee is filling a temporary full-time position due to vacation relief, short term disability or WCB.
- 10.11
- a) Where there is a reduction of hours necessitating the lay-off of employees, lay-off shall be by inverse seniority.
 - b) When a full-time position is deleted the affected employee shall have the options to bump, proceed to part-time status or take a lay off. In the event the employee takes the lay off they will maintain - but not accumulate - their seniority hours for a period of twelve (12) months.
 - c) In the event an employee chooses to bump; the employee may bump any employee, junior to him on the seniority list, provided the employee is qualified and has the ability to perform the work required. The employee who has been bumped will receive the same options available in 10.11 (b).
- 10.12 In the event of a recall the employees will be recalled in order of seniority by registered mail at the last known address on file with the Employer. Registered mail shall be deemed to have been received on the third business day following the date of mailing.
- 10.13 When a full-time position is vacant on a particular day due to the absence of the incumbent or when a particular work assignment is reasonably expected to require more than one (1) hour to complete, the work of that vacant position or particular work assignment will be assigned by seniority, provided the employee has the qualifications and ability to perform the work.

SECTION 11 - HOURS OF WORK

- 11.01 In a full-time position, the normal hours of work are five (5) eight (8) hour days per calendar week. Sunday shall be considered the first day of the work week for all purposes of this agreement.
- 11.02 The Employer reserves the right to amend the normal hours of work to four (4) ten (10) hour days. If the Employer amends the normal work week or if the Employer chooses to revert an amended work week back to a normal work week, the Employer will provide the Union with notice. The amended positions shall be posted in a job posting.
- 11.03 Normal daily hours of work are consecutive except for breaks for meal periods.
- 11.04 Employees called in and who report to work shall, if requested to work less than four (4) hours, receive four (4) hours pay at their regular hourly rate. On work or school days, restricted employees may be paid for only those hours worked.
- 11.05 Employer agrees to respect an employee's desire to not work on the employee's day of Sabbath for religious reasons. Employer is entitled to request proof of religious affiliation and basis for not working on the Sabbath. Employee shall have an obligation to apply for shifts that will mitigate against time conflicts for attendance at religious functions.
- 11.06 An employee shall have full-time status only if the employee holds a position regularly scheduled for a minimum of forty (40) hours per week.
- 11.07 The employer has the option to adjust a shift by two (2) hours or less, from the start time shown on the job posting the person was awarded, without reposting the position. However if the adjustment of the shift hours is by more than one (1) hour from the start time shown on the job posting the person was awarded, the affected employee shall have the choice to accept the adjustment or receive the options available in 10.11 (b).

SECTION 12 - OVERTIME

- 12.01 All time worked in excess of the normal work day or the normal work week shall be paid at the rates set forth in this section.
- 12.02 The overtime rates are as follows:
- All time worked in excess of the basic work-day meaning eight (8) hours or ten (10) hours as per Section 11 shall be paid at the rate of time and one-half (1.5x)

the regular hourly rate.

All time worked in excess of three (3) hours overtime continuous with an eight (8) hour work-day, or after the twelfth (12th) hour of a ten (10) hour work-day, or in excess of eight (8) hours overtime worked on a scheduled day off or General Holiday, shall be paid at the rate of double time (2.0x) the regular hourly rate.

All time worked in excess of the normal forty (40) hour work week, shall be paid at the rate of time and one-half (1.5x) the regular hourly rate.

All time worked on a full-time employee's sixth (6th) day of work in a week or on the fifth (5th) day where the employee is working a modified work week of four x ten hour days (the "Extra Day"), shall be paid at the rate of time and one-half (1.5 X) the regular hourly rate. For the purposes of this section, days of work shall include only days where the employee physically reports for and commences work at the employer's facility or days in which the employee is authorized to be absent and is in receipt of payment of General Holiday Pay, Vacation Pay, Paid Sick Leave or WCB compensation. In order to qualify for the exception provided in this paragraph, the Hours of Paid Sick Leave must be sufficient to provide Paid Sick Leave for all of the scheduled hours the employee misses, otherwise the day will not be counted as a day worked.

- 12.03 Employees working on a General Holiday, designated pursuant to the Collective Agreement, shall be paid at the rate of two (2.0x) their basic hourly rate for all hours worked, in addition to the General Holiday pay the employee is otherwise entitled to under the agreement, if any.
- 12.04 Premiums or benefits shall not be added to an employee's regular hourly rate of pay for the purposes of computing overtime pay.
- 12.05 Overtime shall be on a voluntary basis. If insufficient employees volunteer, employees may be assigned in the inverse order of their seniority.

The employer will seek volunteers prior to inverting employees to work overtime. Where the work can be completed within one and one-half (1½) hours utilizing the employees who volunteer for overtime, the employer will not inverse employees to work overtime. If the employer inverts employees to work overtime, the inverted employees will be in addition to the employees that volunteered and work overtime. Employees that volunteer or are inverted to work overtime but do not actually work overtime will not receive any overtime pay.

Where the employer inverts employees to work overtime, all employees working the overtime will be paid, at the overtime rates, for the hours of overtime specified by the employer at the time of the inverse overtime call even if the work

is completed in less time than was specified by the employer at the time it made the inverse overtime call. The employer will not inverse employees to work overtime for less than one half (½) hour.

Notwithstanding any other provision in this agreement, where the employer inverses employees to work overtime and the actual hours of overtime required to complete the work are greater than the hours of overtime specified by the employer at the time of the inverse overtime call, all employees working the overtime will be paid at the rate of double (2 x) their regular rate for all time worked in excess of the overtime hours specified by the employer at the time of the inverse overtime call.

Overtime after twelve (12) hours per day worked will be on a voluntary basis.

- 12.06
- a) The Employer will attempt to provide an employee with a minimum of one (1) hour notice of overtime continuous with the end of an employee's shift to enable the employee to attempt to make necessary arrangements to stay beyond the regular shift.
 - b) When an individual employee has a short period of time remaining to complete a task, for example, 15 or 20 minutes, it is understood that the individual employee will cooperate with the Supervisors to complete the work.
 - c) All parties understand that in certain exceptional circumstances, such as a computer failure or other business emergency, the operational requirements will be met and the provisions of Section 12.05 are not meant to interfere with this practice.

If such exceptional circumstances cause overtime to be worked, except where it is reasonable to expect that such overtime will be thirty (30) minutes or less, all employees who will actually be required to work overtime will receive a fifteen (15) minute paid rest period before commencing the work of the overtime. An additional fifteen (15) minutes of paid rest will be provided to the employees who continue to work overtime in such exceptional circumstances after each subsequent two (2) hour period. Employees must take the break(s).

- 12.07
- Individual employees may, at their discretion, bank overtime hours at the appropriate rate earned to a maximum of five thousand dollars (\$5,000). Employees must use banked overtime within six months of posting and may be paid out from their accumulated bank under any of the following circumstances:

- a) Hours short of a full shift
- b) Pre-approved shift(s) off to a maximum of five (5) consecutive shifts
- c) Direct payout within the 6 month limit, with two weeks notice prior to payroll cutoff deadline, of any banked hours over two hundred (\$200) dollars in blocks of one hundred (\$100) dollars.

It is understood that payouts under a) or b) above will be for time-off pre-approved by mutual agreement between the employee and the supervisor.

SECTION 13 - REST AND MEAL PERIODS

- 13.01 Full time employees shall be scheduled for two (2) paid fifteen (15) minute rest periods and one (1) unpaid thirty (30) minutes meal period for each work shift. Full-time employees who work ten (10) hour shifts shall receive two (2) paid twenty (20) minute rest periods and one (1) unpaid thirty (30) minute meal period.
- 13.02 Part time employees shall be scheduled for the following rest and meal periods.
- a) Four (4)-hour shift or more: one (1) paid fifteen (15) minute rest period.
 - b) Six (6)-hour shift or more: two (2) paid fifteen (15) minute rest periods.
 - c) Seven (7)-hour shift or more: two (2) paid fifteen (15) minute rest periods. One (1) unpaid thirty (30) minute meal period.
- 13.03 When overtime of two (2) hours or more is called consecutive with the basic daily hours of work, the employee shall be entitled to a fifteen (15) minute paid rest period before commencing overtime, and after each subsequent two-hour period. The employee must take the break.
- 13.04 When unscheduled overtime of four (4) hours is called or worked consecutive with the basic daily hours of work, in addition to the paid rest referred to in Subsection 13.03, the employee shall be entitled to one (1) unpaid thirty (30) minute meal period at the end of the regular shift.
- 13.05 Upon mutual agreement, an employee's unpaid meal period may be up to one (1) hour in duration.
- 13.06 When unscheduled overtime of three (3) or more hours is worked consecutive with the basic daily hours of work, each employee that actually worked three (3) or more hours of overtime will receive a meal allowance of Ten Dollars (\$10.00).

SECTION 14 - PREMIUM PAY

- 14.01 A shift premium of One Dollar and Seventy Five cents (\$1.75) per hour will be paid to all employees for all hours worked where the majority of hours worked are between the hours of 11:00 PM and 7:00 AM.
- 14.02 Employees assigned to work in the freezer will receive a premium of One Dollar and Twenty Five cents (\$1.25) per hour for each hour worked in the freezer.
- 14.03 A First Aid Premium will be paid to the required number of First Aid persons on each shift holding a valid and current First Aid certification at the following rates:
- | | | |
|-----------------------|---|-----------------|
| Emergency First Aider | - | \$0.50 per hour |
| Standard First Aider | - | \$1.00 per hour |
- The most senior bargaining unit employee(s) holding the required valid and current First Aid certification required will be the employee(s) that receive the First Aid Premium.
- 14.04 Management reserves the right to add a premium to a job function as it deems necessary and with the agreement of the Union.

SECTION 15 - WAGES-HOURLY RATES

- 15.01 The Employer agrees to pay all persons covered by the terms of this Agreement, not less than the Wages-Hourly Rates set forth in the Schedule of Wages to this Agreement, during such time as this Agreement is in force.
- 15.02 Accumulated hours for purpose of the Schedule of Wages will be comprised of all hours worked (both regular hours and overtime hours), paid vacation time under 17.01 and paid General Holiday(s) under 18.02 without duplication.

SECTION 16 - STAFF MEETINGS

- 16.01 Staff meetings called by the Employer shall be considered as time worked, and shall be compensated for at the employee's regular hourly rate, except where attendance by an employee is on a voluntary basis. Social functions shall not be deemed to be staff meetings.

SECTION 17 - VACATIONS AND VACATION PAY

17.01 Full time employees are entitled to paid vacation time off in accordance with their length of service as follows:

Length of Service	Paid Vacation Time Off
One (1) or more years	2 weeks
Three (3) or more years	3 weeks
Ten (10) or more years	4 weeks
Seventeen (17) or more years	5 weeks
Twenty-two (22) or more years	6 weeks

17.02 Employees become eligible for vacation, only after completion of their first anniversary year of employment. Employees that successfully complete their qualifying period, accumulate one (1) vacation day for each full month of employment to a maximum of ten (10) days.

Except as provided in this section, employees will not earn vacation entitlement, and the vacation entitlement of the employee otherwise determined shall be pro-rated, for any period of absence from work greater than three (3) weeks.

For a cumulative maximum of seventeen weeks during a particular calendar year, employees shall continue to earn paid vacation time while on Short-Term Disability (WI), Long-Term Disability (LTD), or Worker's Compensation (WCB) or any combination thereof even though the employee is physically absent from and otherwise unable to work during the period of WI, LTD or WCB absence.

In the event that the employee's absence(s) while on WI, LTD, WCB or combination thereof shall exceed seventeen (17) weeks in total during a particular calendar year, the employee's paid vacation entitlement shall be pro-rated such that paid vacation time shall not be earned by the employee for periods of absence in excess of the seventeen weeks.

A graduated return to work after any absence to which WI, LTD or WCB applies shall not be considered an absence for the purposes of calculating vacation entitlement even where the hours of the graduated return to work do not constitute a full day's work under the employee's usual schedule of work.

In the event that an employee's absence while on WI, LTD, WCB or combination thereof should equal or exceed the cumulative seventeen weeks in a calendar year and at the end of that calendar year the employee has not returned from such absence and remains absent from work on WI, LTD or WCB, then the pro-

ration of the employee's paid vacation entitlement shall continue in to the new calendar year and the continued absence shall not be counted towards the seventeen weeks of cumulative WI, LTD or WCB absence available for that new calendar year.

17.03 Vacation entitlement is earned on the employee's anniversary date each year.

Vacations must be scheduled and completed not later than the end of the twelve (12) month period following the 12 month period in which the vacation is earned. Vacations may not be accumulated from anniversary date to anniversary date.

17.04 Vacation requests shall be awarded by seniority with full time employees having preference over part time employees. The Employer will keep an updated, summarized vacation schedule posted on a bulletin board where all employees can see it. The preference of employees as to the period during which they desire to take vacation shall be given full consideration.

The Employer, in consultation with the Union, will determine the number of employees off at any given time. Special circumstances will be considered at the Employer's discretion.

17.05 Employees who leave the Employer's employ shall receive the unpaid balance of any vacation pay earned or shall have deducted the negative balance of any vacation pay paid in excess of the vacation pay earned.

17.06 Part time employees will be entitled to the following vacation time off without pay and vacation pay will be paid up to twice a year at the employees request with two week's notice of such pay-out prior to payroll cut-off deadlines.

Length of Service	Vacation Time Off	Vacation Pay %
One (1) or more years	2 weeks	4.0%
Three (3) or more years	3 weeks	6.0%
Ten (10) or more years	4 weeks	8.0%
Seventeen (17) or more years	5 weeks	10.0%
Twenty-two (22) or more years	6 weeks	12.0%

17.07 Part time employees, who change to full time status, will have eligibility for vacation based on the date they achieved full-time status.

17.08 Employees may be paid out earned vacation time, with two week's notice, not taken in excess of the *Alberta Employment Standards Code*.

SECTION 18 - GENERAL HOLIDAYS

18.01 The employer will pay general holiday pay for and recognize the following General Holidays:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Heritage Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

18.02 If employed by the Employer for at least thirty (30) calendar days prior to the Holiday, employees will receive General Holiday pay at their regular rate of pay as follows:

- a) full-time employees will receive either eight (8) hours or ten (10) hours general holiday pay according to that employees regular normal work day during the week of the General Holiday;
- b) part-time employees will receive the number of hours equal to the average daily hours worked by the employee in the four (4) weeks preceding the General Holiday, to a maximum of eight (8) hours.

18.03 Except when a General Holiday occurs on a Tuesday, Wednesday or Thursday, the employer and the union will meet to determine which day will be designated as the General Holiday for each Full-time shift scheduled during the week of the General Holiday. When the General Holiday occurs on a Tuesday, Wednesday or Thursday the actual day of the General Holiday will be the designated day of the General Holiday. The actual day of all General Holiday shall be the designated day of the General Holiday for all Part-time employees.

The principle the employer and the union will follow in designating the day of the General Holiday for General Holidays that occur on a Friday, Saturday, Sunday or Monday will be: to make reasonable efforts at scheduling three (3) consecutive days off for each full time employee, which may result in individual employees having different designated General Holiday days.

If an employee has been inversed to work on the day of the General Holiday, that employee may request, and will receive, a day off without pay in lieu during the two (2) weeks preceding the week of, or in the next available non-Prime Time week following the week of the General Holiday. Prime Time weeks are the week preceding Victoria Day through to and including the week following Labour Day, and the week before Christmas through to and including the week of New Year's day. Available weeks shall be determined by the staffing requirements of the operation.

A day designated as the day of the General Holiday for any employee shall be deemed to be in replacement of and substitution for the actual day of the General Holiday for all purposes of this agreement and for greater certainty shall not be deemed to be in addition to the actual day of the General Holiday for any reason whatsoever.

18.04 Employees working on a General Holiday shall be paid for the hours worked on the day of the General Holiday at the overtime rate as set out in Section 12 of the agreement in addition to the General Holiday pay the employee is otherwise entitled to under the agreement, if any.

18.05 Where required, employees may volunteer to work on the day of a General Holiday and, provided the employee can perform the work required, shall be awarded such work based on seniority. In the event there are insufficient volunteers, the employer may inverse employees to meet the requirements of the business on the General Holiday.

Full-time employees who volunteer or whom are inversed to meet the requirements of the business on the General Holiday as a result of there being insufficient volunteers, shall be paid a minimum of Eight (8) hours pay at the overtime rates set out in Section 12.

Full-time employees who volunteer or whom are inversed to meet the requirements of the business on the General Holiday as a result of there being insufficient volunteers, shall perform the job assignment for which they volunteered or were inversed and such other work as is assigned by the Employer.

Upon completion of the work of the business for the day, as determined by the employer acting reasonably, the full-time employee(s) will be permitted to leave work, except that, if unforeseen circumstances arise such that there is not reasonably a day's work available for the employee(s), and the full-time employee(s) who volunteered or was inversed to work on the General Holiday chooses not to accept another job assignment for the day then, with the employer's approval, the employee(s) may choose to leave early and the employee(s) will only be paid for the actual hours worked (to a minimum of 4 hours).

18.06 Notwithstanding any other provision contained in Section 18, an employee shall not be entitled to General Holiday pay if the employee fails to work his/her scheduled work days immediately prior to and the first scheduled day following a General Holiday, or where the employee volunteered or was inversed to work on his/her designated General Holiday and fails to appear on that day.

18.07 Where a General Holiday falls on what would otherwise be the employee's vacation day an alternate vacation day will be scheduled with the employee within a reasonable period of time. By the mutual agreement of the employee and the employer, General Holiday pay will be paid out if the employee does not take a day off for the General Holiday.

Where a General Holiday falls on what would otherwise be the employee's regular day of rest an alternate day of rest will be scheduled for the employee within a reasonable period of time.

18.08 Employees will not be entitled to General Holiday pay if they are in receipt of other forms of compensation provided for in this Agreement, not including vacation pay, or by law.

SECTION 19 - FUNERAL LEAVE

19.01 After you have been an employee for one year, the company will provide the following number of workdays with pay to attend the funeral and take care of personal matters related to the death of:

- a parent, parent's spouse, spouse, spouse's parent, child, child's spouse and spouse's child by former marriage – five days;
- brother, step-brother, sister, or step-sister, brother-in-law, sister-in-law, grandparents, spouse's grandparents, grandchildren – three days;
- brothers or sisters of your parents, brothers or sisters of your spouse's parents, niece or nephew and any relative living in the household of the employee and any person for whom the employee is the legal guardian – one day,

With the prior approval of the employer, acting reasonably, an employee may take day(s) without pay to attend the funeral of other relatives and friends.

SECTION 20 – MATERNITY/PARENTAL/ADOPTION LEAVE

- 20.01 Unpaid Maternity leave shall be granted in accordance with the *Alberta Employment Standards Code*.
- 20.02 Unpaid Parental or Adoption leave shall be granted in accordance with the *Alberta Employment Standards Code*.

SECTION 21 - LEAVES OF ABSENCE

- 21.01 Employees may make written application for leaves of absence without pay for personal or family reasons. The Employer, acting reasonably, will consider length of service, compassion and operational requirements in the decision whether to grant such leave and the length of time of such leave.

SECTION 22- JURY DUTY

- 22.01 The Employer will pay the difference between the fee received for jury duty and the amount that an employee would have earned at the employee's regular hourly rate for each hour including travel time an employee is required for jury duty, provided that the employee was regularly scheduled to work on the hours actually served on jury duty or if, as a consequence of serving on jury duty, the employee is reasonably forced to miss scheduled hours. The employee may not receive more than the equivalent of a normal work-day of pay for each individual day of jury duty served.

Employees who are subpoenaed to testify in an arbitration or court matter arising out of a situation at work will be paid the difference between their subpoena money and their regular hourly rate.

SECTION 23 - WEARING APPAREL

- 23.01
- a) Where the Employer requires an employee to wear uniforms or aprons, the Employer shall provide, repair and clean such apparel (excluding footwear) free of cost to the employee. Each employee shall have an obligation to return all Employer supplied apparel when replacement is required and each employee shall treat all such apparel with care.
 - b) The Employer shall make gloves, freezer boots, and an adequate supply of freezer suits of reasonable sizes and in reasonable condition available free of charge for employees who are required to work in the freezer. Such

employees shall be reimbursed for boot liners upon presentation of the purchase receipt. Employees shall be required to sign for and be responsible for the apparel provided.

- c) The Employer agrees to provide each employee not working in the freezer with a safety footwear allowance up to a maximum amount of One Hundred and Twenty-Five Dollars (\$125.00) each year, or alternatively, Two Hundred and Fifty Dollars (\$250.00) over a two year period, upon presentation of an original receipt, paid on the employees regular payroll following delivery of the original receipt to the Employer. The safety footwear allowance shall be pro-rated for employees who transfer into or out of the freezer.

SECTION 24 - MEDICAL EXAMINATIONS

- 24.01 Where the Employer requires an employee to take medical or physical examinations, including required medical certificates upon returning to work following an absence, the fees for such examinations shall be paid by the Employer, to the extent that such fees are not reimbursed or otherwise paid under any insurance plan.

At the Employer's option, such examination may be taken during the employee's working hours without loss of pay to the employee.

SECTION 25 – BENEFITS

- 25.01 Full-time employees become eligible for the following benefits on the first day of the calendar month immediately following completion of:

A) Three months active full-time employment:

- a) Basic Group Term Life Insurance in an amount equal to two (2x) times the employees' basic annual earnings to a maximum of \$100,000.
- b) Alberta Provincial Health Care coverage for single, couple or family as required.
- c) Extended Healthcare providing 80% reimbursement of in-province eligible expenses. Employees covered under this section will receive a Prescription Drug Card according to the terms of the benefit provider under the provisions of the benefit plan.

- d) Short-term disability: Employees who qualify for these benefits receive sixty-six and two-thirds (66 2/3%) percent of their regular weekly earnings to a maximum of \$700 per week and continuing for a maximum period of seventeen (17) weeks. Benefits under the plan being payable on the first day of accident or hospitalization and on the eighth (8th) day of illness.
 - e) Long-term disability: Employees who qualify for these benefits receive sixty-six and two-thirds (66 2/3%) percent of the first \$2,250 of monthly earnings plus fifty (50) percent of the balance of the employee's regular monthly earnings to a maximum total benefit of \$7,500 per month. Benefits under the plan are payable following the exhaustion of Short Term Disability benefits and are payable until the earlier of recovery, age 65 or retirement.
 - f) Sick leave: accrued at the rate of four (4) hours for each one hundred and sixty (160) regular and overtime hours worked and all paid and taken vacation under Section 17.01 and all paid and taken General Holidays under Section 18.02, without duplication. Such leave will accrue to a maximum of forty (40) hours and may be used to compensate employees for wages lost due to illness or non-occupational injury except that sick leave credits may not be used where other compensation such as WCB, Short Term Disability, Long Term Disability, Vacation or other benefits are received.
 - g) Optional Life: A 100% employee paid insurance policy on the life of the employee and/or their spouse available in multiples of \$10,000 to a maximum of \$250,000.
 - h) Optional AD & D: A 100% employee paid insurance policy on the life of the employee or the employee and their family available in multiples of \$10,000 to a maximum of \$250,000.
- B) Nine months active full time employment:
- a) Dental Benefits: Providing 80% reimbursement of Basic Services, 50% of Major Restorative Services to a maximum of \$2,000 per person per year and 50% Orthodontics for dependent children with a lifetime \$1,500 maximum per child.

25.02

The Group Benefits described in Section 25.01 is intended as a summary of benefits coverage only and all matters of eligibility, coverage and benefits shall be as set out in the relevant plan documents and will be as determined by the insurance carrier.

- 25.03 The Employer agrees to pay sixty (60) percent of the cost of the benefits described in Section 25.01 (A), a) to e) and 25.01 (B), a) and to deduct from the earnings of the employees the remaining forty (40) percent.
- Employees who do not receive payroll earnings on the date these deductions are scheduled to be made will remit the appropriate amounts directly to the Employer in order to remain eligible for these benefits.
- The cost sharing will be applied to the total package of benefits and not to individual benefits as follows:
- i) Employees will pay one hundred (100%) percent of Short Term Disability and Long Term Disability Benefit premiums without exception.
 - ii) The Employer will pay one hundred (100%) percent of Extended Healthcare Benefit and Dental Care premiums, and,
 - iii) The cost of premiums for Basic Group Life Insurance and Alberta Healthcare will be shared in a manner that ensures that the Employer pays sixty (60) percent of the total package premium costs with the Employee paying the remaining forty (40) percent except where, because of non-participation in one or more components of the total benefits package, the Employees Short and Long Term Disability premiums exceed 40% of the total package premium cost in which case the employee shall always pay 100% of the Short Term and Long Term Disability premium costs regardless of the proportion this represents of the total package premium costs.
- 25.04 Part-time employees, who change to Full-time status, will have eligibility for Group Insurance benefits based upon their full time seniority date.
- 25.05 Employees who are absent on Short or Long Term Disability shall accumulate and retain their seniority for a period of up to two (2) years from the date of absence, provided that they continue to be disabled and eligible for benefits under the applicable disability plan. After two (2) years of absence the provisions of 10.03 (e) shall apply as if the second anniversary of the first day of absence was the first day of layoff.
- 25.06 Retirement Savings Plan. Employees who have been employed for one (1) year or whose anniversary falls on or before March 1st is eligible for the Registered Retirement Savings Plan Program (R.R.S.P.). The Employer will contribute a matching percentage of an employee's actual annual gross income each year on the condition that the employee shall match the Employer's contribution with the employee's own funds. The maximum Employer contribution is 5% and the

percentage of the Employer's contribution is as follows:

Allowable Employer Contribution

<u>Years of Service</u>	<u>% of Employee's Annual Earnings</u>
One (1) or more	1%
Two (2) or more	2%
Three (3) or more	3%
Four (4) or more	4%
Five (5) or more	5%

The Employer's contribution shall be made by December 31st for all employees contributions made during the year up to the December payroll deduction provided the employee is still in the employer's employ at that date. The employer will accept lump sum contributions, provided that these contributions are delivered to the payroll department within the time limits set out to meet the requirements of the plan carrier and the processing requirements of the employer.

The Employer shall assume all legal and trustee costs for setting up the R.R.S.P. However the administration fees charged by the trustee are deducted from the employee's contribution each year.

If an R.R.S.P. is terminated in whole or in part by the employee, the Employer will not contribute to that individual's plan in the year in which the withdrawal is made or for the following year. The employee's portion of the contribution may however still be made to the R.R.S.P.

The employee is permitted to make RRSP withdrawals under the Canadian Home Buyers' Plan and/or Lifelong Learning Plan and withdrawals made under the provisions of these plans will not affect or reduce the Employer's contribution as otherwise described in this section.

25.07

The Employer agrees to contribute \$1.75 per month for each employee towards the Employee Family Assistance Program (EFAP) administered by the CLAC Health and Welfare Trust Fund. It is expressly agreed and understood that any increase in the monthly contribution sought from the Employer shall mean that the Employer shall have the right to terminate this provision and, at the discretion of the Employer, substitute a similar program of its own choosing.

SECTION 26 - EDUCATION AND TRAINING FUND

- 26.01 The Employer agrees to make contributions to the Christian Labour Association of Canada Education and Training fund in the amount of four cents (\$0.04) for each regular hour worked.

SECTION 27 - UNION-MANAGEMENT COMMITTEE

- 27.01 The Employer and the Union agree to schedule a Union-Management meeting as often as they mutually agree is required during the term of this Agreement to discuss items of mutual interest.
- 27.02 The Employer and the Union shall each appoint representatives to the Union-Management Committee. Minutes shall be taken and distributed to the parties.
- 27.03 The Employer agrees to pay up to two (2) hours for up to four (4) shop stewards for time spent in each Union-Management meeting at straight time rates.

SECTION 28 - WORK ENVIRONMENT

- 28.01 It is the intent of the Employer and the Union to ensure a safe, healthy and productive work environment. The parties shall co-operate in, and the Employer shall implement and enforce policies and procedures in accordance with current legislation that ensure the safety and well-being of the employees and the public, including an alcohol and drug free work environment.
- 28.02 Progressive discipline is a process for dealing with behaviour that does not meet expected and communicated performance or work place appropriate standards. The primary purpose for progressive discipline is to assist the employee to understand that a performance or work place behaviour issue or opportunity for improvement exists. The process of progressive discipline is intended to assist the employee to overcome performance or behavior problems and satisfy the reasonable expectations of the employer.
- Nothing in this section shall prohibit the Employer from applying more serious discipline in connection with more serious behavior(s).
- 28.03 Any disciplinary letter or other notation received by an employee shall be removed from the employee's personnel record eighteen (18) months after the date of delivery. The Employer may refuse to purge the employee's file of any record pertaining to an issue of a severe nature which may include, but not be limited to, incidents of a violent, threatening or dangerous nature. The Employer

will notify the Union prior to the expiration of the eighteen (18) months of its decision to refuse to purge any such record and the Union retains the right to grieve the Employer's decision.

28.04 In the event the Employer or any designated or implied supervisor issues a request or demand which an employee has a bona fide belief to be contrary to the Collective Agreement or stated policy, the employee may consult with a Union Steward.

28.05 When the attitude or performance of an employee calls for a formal discipline meeting such employees will be offered to bring a Union Steward to the meeting. Any time a steward's presence has been declined by the employee any formal discipline letters or other notations handed to the employee at such meeting shall be faxed to the Union within a reasonable time frame.

SECTION 29 - NOTICES

29.01 All notices shall be served personally or by registered mail, if served by registered mail, receipt shall be deemed to have occurred three (3) business days after the date of mailing.

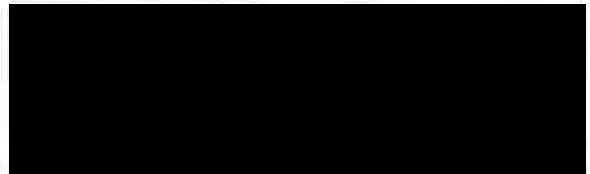
SECTION 30 - TERM OF AGREEMENT

- 30.01 This Collective Agreement shall be in effect from January 1, 2017 to December 31, 2020 and thereafter unless Notice of Termination or Notice of Amendment is served by either party upon the other at least sixty (60) days but not more than one hundred and twenty (120) days prior to the expiration date of the next anniversary date of this Collective Agreement.
- 30.02 If Notice to amend this Agreement is served, the Notice shall contain the proposed amendment or amendments. If agreement cannot be reached between the parties in respect of the proposed amendments, then the terms and conditions of the expired Collective Agreement shall remain in force in accordance with the provisions of the *Alberta Labour Relations Code*.

Signed and dated at Calgary, Alberta, on this 30TH day of JANUARY, 2017.

FOR THE EMPLOYER:

FOR THE UNION:



SCHEDULE A

SCHEDULE OF WAGES

The Wages/Hourly Rates set forth below shall be paid as the regularly hourly rate for all employees:

ACCUMULATED HOURS	January 1, 2017	January 1, 2018	January 1, 2019	January 1, 2020
0 – 520	\$16.00	\$16.25	\$16.50	\$16.75
521-2080	\$16.75	\$17.00	\$17.25	\$17.50
2081-4160	\$17.40	\$17.90	\$18.15	\$18.40
4161-6240	\$18.40	\$18.90	\$19.15	\$19.40
6241-8320	\$19.40	\$19.90	\$20.15	\$20.40
8321-10400	\$20.50	\$21.00	\$21.25	\$21.50
10401-12480	\$21.75	\$22.25	\$22.50	\$22.75
12481 – 14560	\$22.80	\$23.25	\$23.50	\$23.75
14561+	\$24.10	\$24.55	\$24.80	\$25.05
Employees at \$18.50 or above on Dec. 14, 2005	\$26.15	\$26.60	\$27.00	\$27.25

The “accumulated hours” referenced in this wage schedule means the number of hours of work by an employee at a certain rate of pay (see Section 15.02).

For the purposes of this collective agreement there is one job classification “warehouse person.” The above rate schedule is applicable for full and part time employees.

In the Second (2nd) and subsequent years of the agreement (2018, 2019 and 2020), in the event the Premium Cost of the Total Group Benefits as set by the Benefit Provider should increase by Five Percent (5%) or more, then the hourly rate for employees who have worked 14,561 hours or more will be increased by Five Cents (\$0.05) per hour for every Five Percent (5%) increase in the Premium Cost of the Total Group Benefits in that Second (2nd) and each subsequent year of the agreement.

**BUY-LOW FOODS LTD.
O/A ASSOCIATED GROCERS**
7100 – 44TH Street SE
Calgary, Alberta
Telephone: (403) 236-6300
Fax: (403) 236-3565

MAILING / DELIVERY ADDRESS
19580 Telegraph Trail
Surrey, BC V4N 4H1
(604) 888-1121
(604) 882-5161

CLAC MEMBER CENTRE
3617 – 63 Ave NE
Calgary, Alberta T3J 5K1
Telephone: (403) 686-0288
Fax: (403) 686-0357
E-mail: calgary@clac.ca
Web Page: www.clac.ca