

Collective Agreement

between



***Pepsi Beverages Company
("the employer/the company")***

and

***Unifor Local 1410
("the union")***



A member of



January 1, 2019 – December 31, 2022

PEPSICO COLLECTIVE AGREEMENT

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE	1
1.01 Harmonious Relationship	1
1.02 No Strike or Lockout	1
ARTICLE 2 – UNION RECOGNITION AND RIGHTS	1
2.01 Sole Bargaining Agent	1
2.02 No Individual Contracts or Agreements	2
2.03 Union Committee	2
2.04 Notification in Writing	2
2.05 Union Access to Worksites	2
2.06 No Discrimination Due to Union Activity	2
2.07 Union Committee Duties	3
2.08 Union Membership and Orientation	3
2.09 Union Bulletin Boards	3
2.10 Bargaining Unit Work	3
2.11 Paid Bargaining Time	4
2.12 Paid Union Days	4
2.13 Printing the Collective Agreements	4
2.14 Information for the Union	4
2.15 No Discrimination for Union Activity	5
2.16 Access to Employee File	5
2.17 Union Billing	6
2.18 Contracting Out of Union Work	6
2.19 Notice of Policy Change	6
ARTICLE 3 – UNION DUES DEDUCTIONS	6
3.01 Dues Deduction and Remittance	6
3.02 Dues on T4 Slips	6
3.03 Company Indemnified	6
ARTICLE 4 – MANAGEMENT RIGHTS	7
4.01 Exclusive Responsibility	7
4.02 Other Rights Covered	7
4.03 Rights to be Consistent with Agreement	8
4.04 Exclusive Right to Manage	8
ARTICLE 5 – DISCIPLINE AND DISCHARGE	8
5.01 Discipline for Just Cause	8

5.02	Union Representation	9
5.03	Removal of Discipline	9
5.04	Time Limit for Imposition of Discipline	9
5.05	Progressive Discipline	10
ARTICLE 6 – DEFINITIONS		10
6.01	Full-time Employee	10
6.02	Meaning of Employees within Agreement	10
6.03	Masculine Pronouns	10
6.04	Plural Nouns	10
6.05	Meaning of “Qualified”	10
6.06	Meaning of “Lead Hand”	11
6.07	Seasonal Employees	11
ARTICLE 7 – LABOUR/ MANAGEMENT MEETINGS/ UNION ACTIVITIES		12
7.01	Labour Management Committee	12
7.02	No Powers to Bind	12
7.03	Additional Representatives	12
7.04	Production of Meeting Minutes	12
ARTICLE 8 – GRIEVANCE PROCEDURE		13
8.01	Purpose of Grievance Procedure	13
8.02	Definition of a Grievance	13
8.03	Types of Grievances	13
8.04	Grievance Steps	13
8.05	Union, Company, Policy, Suspension or Dismissal Grievances	14
8.06	Time Limit Extensions	14
8.07	Grievance Meetings	14
8.08	Monetary Adjustments	14
8.09	Alternate Dispute Resolution Procedures	14
8.10	Decisions to be Binding	15
ARTICLE 9 – ARBITRATION		15
9.01	Referral to Arbitration	15
9.02	Single Arbitrator	15
9.03	Failure to Agree on Arbitrator	15
9.04	Conflicts	15
9.05	Arbitrator Governed by Agreement	15
9.06	Binding Decision	15
9.07	Arbitration Expenses	15
ARTICLE 10 – HEALTH AND SAFETY		16
10.01	Health and Safety Responsibility	16

10.02	Joint Health and Safety Committee (JHSC)	16
10.03	Accident and Incident Investigations	17
10.04	Injured Workers Provisions	17
10.05	First Aid Attendants	17
10.06	Protective Equipment	18
10.07	Protective Footwear Allowance	18
10.08	National Day of Mourning	18
10.09	Right to Accompany Inspector	18
ARTICLE 11 – HUMAN RIGHTS, DISCRIMINATION, BULLYING, HARASSMENT AND VIOLENCE IN THE WORKPLACE		18
11.01	Harassment, Discrimination, Bullying and Violence Free Workplace	18
11.02	Company Policy	19
11.03	Filing a Complaint	19
ARTICLE 12 – SENIORITY ISSUES AND PROBATIONARY PERIOD		19
12.01	Probationary Period	19
12.02	Probation and Seniority	19
12.03	Seniority Defined	19
12.04	Seniority Date Established	19
12.05	Seniority Lists	20
12.06	Seniority Protests	20
12.07	Transfers Outside the Bargaining Unit	20
12.08	Forfeiting Seniority	20
ARTICLE 13 – SKILLED TRADES AND MEM TECHNICAL COMPETANCE		21
13.01	Skilled Trades	21
13.02	Skilled Trades Job Titles	21
13.03	Skilled Trade Requirements	21
13.04	Apprentices	22
13.05	Trades Licenses and Certifications	23
13.06	Tool Replacement	23
13.07	MEM Technician Progression	23
ARTICLE 14 – JOB POSTING AND FILLING VACANCIES		24
14.01	Job Posting Timing	24
14.02	Applying for a Job Posting	24
14.03	Factors Followed when Filling Job Postings	24
14.04	Successful Applicants	24
14.05	Transfers and Promotions	25
14.06	Cross-Training Opportunities	25
14.07	Filling Temporary Vacancies of One (1) Week or Less	25
14.08	Filling Temporary Vacancies Greater Than One (1) Week	26
14.09	Posted Temporary Transfers	26
14.10	Voluntary – Under-time	26

14.11	New Jobs or Classifications	26
ARTICLE 15 – LAY-OFFS, SEVERANCE AND RECALL		27
15.01	Lay-offs	27
15.02	Recall/Right to Refuse Recall	27
15.03	Notice of Lay-off and Severance Pay	27
15.04	Bumping	28
15.05	Severance and Closure Pay	28
ARTICLE 16 – HOURS OF WORK, BREAKS, AND SHIFT INFORMATION		28
16.01	Normal Work Week	28
16.02	Breaks	29
16.03	Overnight Routing	30
16.04	Break Period Commence and Ends	30
16.05	Weekly Schedule	30
16.06	Lunch Breaks	30
16.07	Overtime Authorization	30
16.08	Outside Employee Request for Overtime	30
16.09	Driver Preferences for Work and Schedules: Delivery Department	31
ARTICLE 17 – OVERTIME		31
17.01	Overtime Payments (Excluding Delivery Merchandisers)	31
17.02	Additional Paid Break	31
17.03	Overtime for Delivery Merchandisers	31
17.04	Overtime Distributed by Seniority	32
17.05	More than Required Volunteers	33
17.06	Insufficient Volunteers	33
17.07	Personal Time Not Contributing to Overtime	33
17.08	Employee Initiated Changes	33
17.09	Meal Allowance Payment	34
17.10	No Overtime While On Vacation	34
17.11	No Pre-emptive Sign-up: Warehouse and Production Only	34
17.12	Discipline for No Show on Overtime Shift	34
ARTICLE 18 – BANKED OVERTIME		34
18.01	Banked Overtime	34
ARTICLE 19 – MINIMUM CALL IN/ON CALL		35
19.01	Reporting Pay	35
19.02	On-Call Duty Premium (Plant & MEM)	35

ARTICLE 20 – VACATIONS WITH PAY	36
20.01 Vacation Year	36
20.02 Vacation Entitlement	36
20.03 Vacation Approvals	37
20.04 Vacation Requests	37
20.05 Vacation Stipulations	37
20.06 Vacation Pay	38
20.07 Vacation Rate Calculation when on Leave	38
20.08 Vacation Rate Calculation when on STD Longer than 90 Days	38
20.09 Accrual Payout when Resign/ Terminated	39
20.10 Vacation Pay When Hired After Commencement of Vacation Year	39
ARTICLE 21 – GENERAL HOLIDAYS	39
21.01 Company’s Plant and Office Closure	39
21.02 General Holiday Pay	39
21.03 General Holidays During Vacation	40
21.04 The Company Observes these Holidays	40
21.05 General Holiday on Weekend	40
21.06 Christmas Day/ Boxing Day on Weekend	40
21.07 Either Christmas Day/ Boxing Day on Weekend (not both)	40
21.08 Family Day	40
21.09 New Declaration of Provincial or Federal Holiday	41
ARTICLE 22 – LEAVES OF ABSENCE	41
22.01 Personal Pay Leave	41
22.02 Personal Payout	41
22.03 Qualifying for Personal Leave	41
22.04 STD Bridging Period	41
22.05 Leave for a Full-Time Position	42
22.06 Return from a Full-Time Position	42
22.07 Local Union Leave	42
22.08 Compassionate Care Leave and Domestic Violence Leave	42
22.09 Paid Education Leave	43
22.10 Jury Duty Leave	43
22.11 Court Witness Leave	43
22.12 Other Court Absences	43
22.13 Bereavement Leave	44
22.14 Additional Bereavement Leave	44
22.15 Maternity Leave	44
22.16 Paternity Leave	44
22.17 Parental Leave	44
22.18 Personal Leaves	45

ARTICLE 23 – WAGE ADMINISTRATION AND PREMIUMS	45
23.01 Premiums	45
23.02 Lead Hand Premium	45
23.03 Highway Transport Drivers	46
23.04 General Wage Information	47
ARTICLE 24 – PAYMENT OF WAGES	48
24.01 Pay Periods Defined	48
24.02 Direct Deposit	48
24.03 Pay Statements and Time Sheet Information	48
ARTICLE 25 – WORK CLOTHING	49
25.01 Work Clothing Point System	49
25.02 Expectations of Uniform Attire	49
25.03 Standard Coveralls	49
ARTICLE 26 – MISCELLANEOUS	49
26.01 Fines and Load Limits	49
26.02 Driver Training	49
26.03 Drivers Licence Issues	50
26.04 Licence or Certifications Renewals	50
ARTICLE 27 – HEALTH AND WELLNESS	50
27.01 Health and Welfare	50
27.02 Common Law and Same Sex Partners – Benefits	50
27.03 Medical Exams	51
27.04 LTD Premiums	51
ARTICLE 28 – TECHNOLOGICAL CHANGE OR NEW METHOD OF OPERATION	51
28.01 Process if Technological Change or New Methods Occur	51
ARTICLE 29 – WOMEN’S ADVOCATE	52
29.01 Right’s and Recognition of the Women’s Advocate	52
ARTICLE 30 – DURATION	53
30.01 Agreement Duration	53
30.02 Revision of the Agreement	53
SCHEDULE “A” Job Bidding Chart	54

LETTER OF UNDERSTANDING #1 – Variable Pay System	55
LETTER OF UNDERSTANDING #2 – Skilled Trades Committee	58
LETTER OF UNDERSTANDING #3 – Account Merchandisers	59
LETTER OF UNDERSTANDING #4 – Twelve (12) Hour Work Schedule	60
LETTER OF UNDERSTANDING #5 – Long Term Investment	61

AGREEMENT

BETWEEN

**PEPSICO BEVERAGES COMPANY
(A CORPORATE BODY CARRYING ON BUSINESS IN THE CITY OF CALGARY IN THE PROVINCE OF
ALBERTA)
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR LOCAL 1410
(HEREINAFTER REFERRED TO AS THE "UNION")**

EXPIRES: DECEMBER 31, 2022

THE UNION AND THE COMPANY MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1 - PURPOSE

1.01 Harmonious Relationship

Management and the Union want to establish and maintain conditions that promote a harmonious relationship between Management and the Union. Management and the Union want to fairly and amiably resolve issues that arise between them and promote efficient and effective operations.

1.02 No Strike or Lockout

This Agreement establishes orderly procedures for settling disputes and grievances. Therefore, the Union and the employees it represents, agrees that, during the life of this Agreement, there will be no strike, interruption, slow-down or stoppage of work either complete or partial, picketing or any other interference which will halt, disrupt, limit or interfere with normal service or work. The Company agrees it will not lockout employees during the life of this Agreement.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.01 Sole Bargaining Agent

The Company recognizes the Union as the sole collective bargaining agent for all employees of PepsiCo Beverages Company in the City of Calgary, the City of Lethbridge and the City of Medicine Hat, in the Province of Alberta, excluding Office Staff, Supervisors, Account Managers, Product Demonstrators, Merchandisers falling under the agreed to Letter of Understanding or any employee that has the authority to hire or discharge.

2.02 No Individual Contracts or Agreements

The Company agrees not to enter into any agreement or contract with the Union employees, individually or collectively, which in any way conflicts with the terms and provisions of the Agreement. Any such Agreement will be null and void.

2.03 Union Committee

- (a) Employees shall be represented by a Union Committee which shall consist of employees elected or appointed by the Union. The Chief Shop Steward or designated shall act as the main liaison between the employees and the Company. The Union committee may at any time call upon the services of a representative of the Union to assist them. The Company shall designate an individual representative to act in liaison between the Chief Shop Steward and the Company.
- (b) The Union Committee shall consist of the Local Executive Board, one (1) Chief Shop Steward, four (4) Shop Stewards (Calgary), one (1) Shop Steward (Lethbridge/Medicine Hat), two (2) Skilled Trades and five (5) Health and Safety Committee Members.

2.04 Notification in Writing

The Union shall promptly notify the Company in writing of the names of the employees comprising the Union Committee and of any changes in the personnel thereof. The Company shall inform the Union, in writing, of the supervisors and managers with whom said Union Committee shall deal and changes in personnel thereof.

2.05 Union Access to Worksites

Representatives of the Union shall have reasonable access to the Company's premises during working hours for the purpose of addressing disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. The Union will contact the Human Resources Department prior to arriving on site to advise that a visit is pending and will not interrupt employees who are working without the prior permission of management. Permission to speak to employees who are working shall not be unreasonably delayed or denied.

2.06 No Discrimination Due to Union Activity

There shall be no discrimination, coercion, interference or restraint by Management or the Union or by representatives of either against any employees because of membership in the Union.

2.07 Union Committee Duties

In a situation which requires a Union Committee members attention during working hours, he/she shall not leave his/her regular duties without first obtaining permission to do so from his/her immediate supervisor or manager. Permission will not be unreasonably withheld or delayed. The Union Committee member shall return to their regular duties immediately thereafter.

2.08 Union Membership and Orientation

- (a) It is hereby agreed that all employees as per Article 2.01 shall become members of the Union and shall as a condition of employment become and remain members of the Union.
- (b) In order to ensure that new employees in unionized positions are familiar with the role of the Union and the Collective Agreement, the Company shall as part of the hiring process, introduce new employees to the Chief Shop Steward or designate who shall be allocated fifteen (15) minutes paid time with the employee(s) at a convenient time during the hiring process.
- (c) The Union will issue the Company Union dues Administration cards and the Company will have each new employee fill them out on their first day of employment. The Company will then forward those cards to the Local on a monthly basis.

2.09 Union Bulletin Boards

The Company agrees to provide the Union with access to five (5) locking bulletin boards a minimum of 24"W x 36"H in size with all keys to be held by both the Union and the Human Resources Department. Boards shall be located as follows, one (1) by the time clock in the Warehouse, one (1) in the TPM room in Production, one (1) in MEM, one (1) in Fleet and one (1) at the Employee Entrance for the use of the Union. The main purpose of the bulletin board shall be for the posting of proper notices related to Union activities, Union elections, the names of Union officers or stewards, social and recreational events.

2.10 Bargaining Unit Work

- (a) Employees of the PepsiCo Beverages Company – Calgary/Lethbridge/Medicine Hat facilities not covered by the bargaining unit will not perform work normally performed by employees in the bargaining unit, except in cases of:
 - emergencies;
 - demonstrating or training employees;

2.11 Paid Bargaining Time

The Employer shall make whole and cover the wages, pension and benefit costs for six (6) Bargaining Committee members for the time spent in collective bargaining meetings and preparation days (excluding mediation). These employees shall suffer no loss of seniority or any other benefit as a result of their participation in collective bargaining.

2.12 Paid Union Days

- (a) The Company shall provide twenty-one (21) days per year for the use of Local 1410 to administrate the collective agreement; such paid days shall be used as needed by authorized members of Local 1410. The use of any such days shall be preceded by seventy-two (72) hours' notice when possible by the Local Union.
- (b) The Company shall provide the Union with a filing cabinet in a place to be determined in consultation with the Union. The Union shall also be able to book a meeting room should such be required.

2.13 Printing the Collective Agreements

Each employee will be provided with a booklet-sized copy of the collective agreement which will be printed in a Unifor represented printing shop. Sufficient copies will be printed so as to supply all current employees and cover any anticipated employee turnover at all locations. Extra copies will also be printed for the Union and Management for the ongoing collective agreement administration. The Employer shall cover fifty percent (50%) of the cost of printing the necessary collective agreement.

2.14 Information for the Union

- (a) The Employer will supply the Chief Shop Steward and Local Recording Secretary through email with the following information at the end of every month, such information shall be in a Word document or Excel format:
 - (i) Employees who have joined the bargaining unit during the month;
 - (ii) Employees transferred into or out of the bargaining unit during the month;
 - (iii) Employees on leave of absence at the end of the month;
 - (iv) Employees on medical leave and/or Workers' Compensation during the month and the date of the occurrence;
 - (v) Employees on transitional duties, modified work or other accommodation;
 - (vi) Employees on layoff at the end of the month;
 - (vii) Employees who have been discharged or who have quit during the month;

- (viii) Any changes in Supervisors or Managers who deal with the Union;
- (ix) On a quarterly basis or upon written request, the Employer will provide the following information to the Local Union and National Representative for all bargaining employees:
 - Name
 - Address with postal code
 - Telephone numbers
 - Email address
- (b) Information collected by the Local Union or National Representative shall be used in accordance with the Union's internal privacy policies. The Union will indemnify the Employer against claims arising out of its compliance with this Article.

2.15 No Discrimination for Union Activity

No employee shall be discharged or discriminated against for lawful Union activities, or performing services on an Union committee outside working hours, or for reporting to the Union the violation of any provisions of this Agreement.

2.16 Access to Employee File

- (a) The Company agrees that employees can access their own Personnel and Medical file under the following conditions. The employee:
 - (i) sends a written request to review the file to Human Resources
 - (ii) cooperates with Human Resources to set up a viewing time that accommodates current Human Resources workload
 - (iii) agrees to review the file in the presence of Human Resources or a designated representative
 - (iv) views the file outside the employee's normal working hours, unless Human Resources agrees
 - (v) views the personnel file only once per calendar year
- (b) To preserve employee privacy, some information (medical, WCB for example) are not stored in personnel files. Therefore, this provision does not guarantee nor shall it be construed as a requirement that all documents or records pertaining to the employee are or must be contained in a personnel file.

2.17 Union Billing

The Company agrees to provide pay continuation for any employee who is away from work on union business which is not paid for by the Company, and is less than fifteen (15) days in duration, where such authorization is in writing by the Local Union. The Company will bill the Local Union for the lost wages on a monthly basis with supporting documents.

2.18 Contracting Out of Union Work

It is currently not the intention of the Employer to extend its present practices with respect to the contracting out of work. However, in the event the Employer determines it is necessary to contract out any work normally performed by employees in the bargaining unit, the Employer will meet with the Union to discuss ways and means of reducing the impact of such change on the Employees affected.

2.19 Notice of Policy Change

The Company agrees to provide a minimum of thirty (30) days notice of any substantive policy change prior to implementing such change.

ARTICLE 3 – UNION DUES DEDUCTIONS

3.01 Dues Deduction and Remittance

- (a) The Company agrees to deduct, from the pay of each employee covered by this agreement, an amount of Union dues or their equivalent, initiation fees or assessments as specified by the Financial Secretary-Treasurer of the Local. The amount so deducted shall be remitted to the National Union within seven (7) calendar days accompanied by a list of employees on the payroll for the pay period in which the deductions were made along with each employee's classification.
- (b) In addition to the above a complete dues list including the names of the persons who paid their dues and the relevant rate of pay, hours worked, working status and any other information requested by the Secretary Treasurer shall be provided.

3.02 Dues on T4 Slips

The Company shall show the total amount of Union dues deducted on the employee's T4 slip at the end of each calendar year.

3.03 Company Indemnified

It is understood and agreed that the Union will indemnify and save harmless the Company from any and all claims which may be made to the Union by an employee or employees for amounts deducted from wages as herein provided.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Exclusive Responsibility

- (a) The management of the operations and the direction of the workforce are exclusively the Company's responsibility. The Union acknowledges that subject to the limitations agreed to elsewhere in this agreement it is the Company's role to:
- (i) Maintain orderly, disciplined and efficient operations. To do so, they can make, alter and enforce regulations, policies and practices to be observed by its employees. They can also discipline or discharge employees.
 - (ii) Select, hire, transfer, assign to shifts, promote, demote, classify, layoff, recall or retire employees and select employees for positions excluded from the bargaining unit. The Company will not force Union members to accept a position outside the bargaining unit.
 - (iii) Establish and administer agreed to tests that allow the Company to determine an individual's qualifications.
 - (iv) Operate and manage all aspects of the business in accordance with the Company's commitments, obligations and responsibilities including the right to determine the nature and kind of business conducted by the Company, determine the number and location of the Company's establishments, the extension, limitation, curtailment or cessation of operations or any part thereof, direction of the workforce, schedules of operations, number of shifts, products and services to be rendered, methods, tools, processes and means of warehousing and distribution methods, techniques and work procedures, quality and quantity standards, kinds and locations of equipment, machinery and vehicles to be used at any time, selection and use of materials required by the Company, determine job content, establishment of work or job assignments, change, combine or abolish job classifications, qualifications of any employee to perform any particular job, decide the number of and type of employees needed by the Company at any time, number of hours to be worked, starting and quitting times, when overtime shall be worked, determine financial policies, including general accounting procedures and customer relations.

4.02 Other Rights Covered

The list of management rights above is not exhaustive. It does not exclude other functions that are not listed here. The Company retains all rights not otherwise specifically and expressly covered by this Agreement.

4.03 Rights to be Consistent with Agreement

The Company will exercise its functions to be consistent with the express provisions of this Agreement. The Company will administer this Agreement reasonably, fairly, in good faith and a manner consistent with the Agreement as a whole.

4.04 Exclusive Right to Manage

The Union recognizes and acknowledges that it is exclusively the Company's role to manage operations and direct the workforce.

ARTICLE 5 – DISCIPLINE AND DISCHARGE

5.01 Discipline for Just Cause

- (a) Employees who have completed probation shall only be disciplined, suspended or discharged for just cause. All disciplinary action will be in writing. All discipline or warnings shall be confirmed in writing and a copy of each disciplinary or warning letter will be given to the Chief Shop Steward or designate.
- (b) The Company has the right to discharge or discipline an employee for any of the reasons listed below:
 - (i) Disclosure of confidential Company information; falsification of any Company reports or records, including personnel records.
 - (ii) Theft or removal of Company, customer, or personal property (belonging to someone else) from the Company's premises without proper authorization.
 - (iii) Gross insubordination, initiating fighting on Company premises, or while on duty, deliberate tampering, sabotage or destruction of Company property, or gross negligence while operating a Company vehicle.
 - (iv) Reporting to work impaired due to consumption of alcohol or any drug(s) that seriously impairs judgment or reflexes, or consuming alcohol or any drug that impairs judgment or reflexes while on duty, or while operating a Company's vehicle.
 - (v) Knowingly giving a false reason for requesting time-off.
- (c) The provisions of this policy do not restrict the Company's right to discharge or discipline an employee for reasons other than those listed in this document.
- (d) Notwithstanding the forgoing, the Union has the right to grieve all such discharges or disciplines and seek relief and redress via the grievance and arbitration process.

5.02 Union Representation

- (a) No employee shall be disciplined, receive a letter of warning or discipline or enter an investigation meeting without the presence of a Steward or witness of their choice. Should an employee be disciplined without the presence of their Steward or witness any resulting discipline shall be null and void.
- (b) Should the employee's Steward not be readily available, the Company shall attempt to access another Steward to provide representation. Should no other Steward be readily available or should the employee refuse representation in this or (a) above then the employee must choose a fellow employee of their choice who shall attend the meeting as a witness.
- (c) Serious infractions may result in immediate suspension pending investigation. The Chief Shop Steward or designate will be notified and present at the time of the suspension, the Company will identify at the time of the suspension whether it will be a paid or unpaid suspension. If no discipline is levied, the employee shall be made whole with full redress for the time held out of service.
- (d) Attendees at the investigative and disciplinary meetings shall receive the applicable rate of pay for all time spent in attendance at such meetings.

5.03 Removal of Discipline

Unless otherwise agreed between the Union and the Company, any disciplinary actions shall be removed from the employee's personnel file and destroyed after eighteen (18) months of active employment from the date of discipline letter. Removed warnings and suspensions that are documented will not be referenced or referred to for any purpose provided that the employee did not receive any additional warnings or other discipline within the eighteen (18) month period.

5.04 Time Limit for Imposition of Discipline

The Company must impose discipline within fifteen (15) calendar days of the Employer becoming aware of the incident(s) for which discipline is being considered or the resulting discipline shall be deemed to be null and void. Days in which the employee is on leave (for any reason) shall not be considered as part of the above noted fifteen (15) days.

5.05 Progressive Discipline

- (a) The Company and Union agree that ‘Progressive Discipline’ as a general guideline to be considered in addressing disciplinary issues within the locations covered under this agreement. The following shall be the suggested model for the aforementioned guideline:

Level 1	Verbal
Level 2	Written
Level 3	One (1) Day Suspension
Level 4	Three (3) Day Suspension
Level 5	Five (5) Day Suspension (40 hours)
Level 6	Termination of Employment

- i) Note: Severity of infraction in conjunction with other factors shall also be considered when addressing issues of misconduct.

ARTICLE 6 – DEFINITIONS**6.01 Full-time Employee**

A “full-time employee” is any employee who, on a regular and recurring basis, is normally scheduled to work not less than forty (40) hours per week, and has completed probationary requirements.

6.02 Meaning of Employees within Agreement

The term “employees” as used in this Agreement refers only to those employees covered by the terms of this Agreement.

6.03 Masculine Pronouns

In this Agreement, masculine pronouns (he, him, his) refer to both male and female employees.

6.04 Plural Nouns

In this Agreement, plural nouns (employees, for example) can also represent a singular case (a single employee).

6.05 Meaning of “Qualified”

- (a) Employees shall be considered qualified for any job in which they have completed the requisite training and for which they have the sufficient ability to perform the job, or they have performed the job previously.

- (b) For jobs requiring licenses and certifications (drivers and trades persons) an Employee shall be considered qualified by virtue of holding the required license or certification. Drivers qualified shall mean having the required license certification and passing a Company provided “road test”.

6.06 Meaning of “Lead Hand”

A regularly scheduled employee who directs, coordinates and supervises the work of employees under the direction of his/her supervisor within his/her particular department. However, Lead Hands shall not have the authority to hire, suspend, dismiss or discipline any employee. All Lead Hands provided for in this agreement shall be working Lead Hands.

Lead Hands do not hold super seniority/protection from layoff or bumping due to reductions or layoffs based on other employees not being qualified for the Lead Hand positions. In such case Lead Hands must be able to hold their Lead Hand job in their department by seniority alone.

6.07 Seasonal Employees

A “seasonal employee” shall mean an employee who only works during the period of May 1 through September 30 and November 1 to December 31st for the purpose of providing extra help during the busy summer period as well as to provide vacation relief for full time employees. Employment may be terminated at the end of these periods. Seasonal employees are subject to the terms and conditions set out below:

- (a) Seasonal employees shall be entitled and subject to all rights and benefits provided for in the collective agreement with the exception of the boot allowance and benefits eligibility.
- (b) A seasonal employee who continues to work beyond the Seasonal Period shall be deemed to be a probationary employee of the Company and all hours worked during the Seasonal Period shall be counted towards the completion of the 960 hour probationary period.
- (c) The Company shall identify all employees hired as seasonal employees to the Chief Shop Steward as well as their date of hire.
- (d) Seasonal employees shall be offered work in seniority order based on start dates, the intent is to provide the most hours to the senior seasonal employees.
- (e) Prior to hiring full time employees from outside the bargaining unit seasonal employees may apply as per Article 14.03.
- (f) Prior to utilizing seasonal employees in a department all open postings and temporary vacancies must be filled as per the collective agreement.

- (g) No seasonal employee shall work if a full time employee who has the skills and ability to that job is on a lay-off.
- (h) No seasonal employees are allowed in fleet or maintenance.

ARTICLE 7 - LABOUR/MANAGEMENT MEETINGS/UNION ACTIVITIES

7.01 Labour Management Committee

Joint Labour/Management committee deals with matters of mutual concern relating to the workplace. The committee is composed of an equal number of representatives from the Company and the Union. The committee will not exceed twelve (12) members. The Union is represented by its Union Committee and, when required, additional approved representatives. Either group can request a meeting, and when a request is made, the meeting should be held as soon as practicable. Meetings must be held at least once every three (3) months. It is understood that attendance at these meetings shall be paid at the applicable rates.

7.02 No Powers to Bind

The joint committee does not have jurisdiction over wages or any matter of collective bargaining including the administration of this Agreement. The committee does not have the power to bind either the Union or its members or the Company to any decisions or conclusions reached in its discussions. The committee may take recommendations to the Union and the Company with respect to its discussions and conclusions but such recommendations are not binding in any way.

7.03 Additional Representatives

Both parties of the Labour/Management Committee may have additional representatives attend Committee meetings when additional members are required to effectively carry out the duties of the committee as defined above. Meetings requested by the company will be paid at the applicable rate.

7.04 Production of Meeting Minutes

The Company shall produce typed minutes from the Labour / Management meetings and such minutes once verified and signed by both parties shall be distributed within ten (10) calendar days to all meeting attendees.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Purpose of Grievance Procedure

It is the intention of the parties that this procedure shall provide a just and peaceful method of addressing grievances and the parties agree to act in good faith in settlement of grievances in accordance with the provisions of this Article.

8.02 Definition of a Grievance

A grievance is defined as a complaint regarding the interpretation, application or alleged violation of the terms and provisions of this Agreement, or in the case of an employee who has acquired seniority under this Agreement, a complaint that he has been discharged or disciplined without just cause.

8.03 Types of Grievances

Any employee, the Union or the Company may present a grievance. Grievances will normally be filed within fifteen (15) calendar days from the time the employee, Company and/or the Union Representative became aware of the issue, subject to leaves of absence, sickness, vacation, etc.

8.04 Grievance Steps

- (a) Step 1: Should an informal complaint not be resolved with his/her immediate supervisor, the employee's Shop Steward (or designate) shall submit his/her formal grievance in writing to the appropriate Manager, who shall give his/her reply in writing within fifteen (15) calendar days. If a satisfactory settlement cannot be reached, then;
- Step 2: Within ten (10) calendar days of receiving the decision under Step 1, the grievance shall be referred to the Chief Shop Steward (or designate) who, in writing, shall submit it to the Plant Director or Regional Sales Director as applicable. The Plant Director or Regional Sales Director and the Chief Shop Steward (or designate) shall attempt to resolve the grievance. The Plant Director or Regional Sales Director shall provide a written reply to the grievance within ten (10) calendar days of receipt of the grievance. If a satisfactory settlement cannot be reached, then;
- Step 3: Within ten (10) calendar days of receiving the decision under Step 2, the grievance shall be referred to the Chief Shop Steward (or designate) who, in writing, shall submit it to the Director of Human Resources Canada West (or designate). The Director of Human Resources Canada West (or designate) and the Chief Shop Steward (or designate) shall attempt to resolve the grievance. The Director of Human Resources Canada West (or designate) shall provide a written reply to the grievance within ten (10) calendar days of receipt of the grievance.

- (b) If a satisfactory settlement cannot be reached the Union or the Company may then refer the grievance to a single arbitrator as established in Article 9 of this Agreement.
- (c) The parties agree that any additional persons needed at grievance meetings to help resolve such are permitted.

8.05 Union, Company, Policy, Suspension or Dismissal Grievances

- (a) A grievance concerning the suspension of an employee may be initiated at Step 2 of the grievance procedure and must be submitted within fifteen (15) calendar days of the date of the issue giving rise to the grievance.
- (b) A grievance concerning the dismissal of an employee, a Union grievance, a Company grievance or a Policy grievance may be initiated at Step 3 of the grievance procedure and must be submitted within thirty (30) calendar days of the date of the issue giving rise to the grievance.

8.06 Time Limit Extensions

Time limits and grievance process steps may be waived, extended or modified if the Company and Union agree, in writing, to the modifications. In determining time limits no account shall be taken of the day on which the grievance was presented.

8.07 Grievance Meetings

Any meetings necessary to comply with the formal grievance provisions of this Article will be held during normal working hours at no loss of pay to the employees and Union Representatives concerned. Should it become necessary to have employees and Union Representatives attend meetings on days off, before or after work then such employees and Union Representatives shall be paid as per the applicable rates.

8.08 Monetary Adjustments

All monetary grievances that are mutually agreed upon shall be paid on the following pay period or as soon as reasonable, but in any case, not more than two pay periods from the date of resolution.

8.09 Alternate Dispute Resolution Procedures

The appropriate provisions of the Alberta Labour Relations code regarding final resolution of complaints or unresolved complaints relating to the provisions of this Agreement will be available to the parties.

8.10 Decisions to be Binding

Written decisions arrived at between the Company and the Union on the disposition of any specific grievance shall be final and binding upon the Company, the Union, and the employee or employees concerned.

ARTICLE 9 – ARBITRATION

9.01 Referral to Arbitration

Failing a satisfactory settlement of a grievance at Step 3 of the grievance procedure, either party may request that the matter be referred to a single Arbitrator. Such notification must be made in writing, within thirty (30) calendar days of receiving the response at Step 3. Time limits may be extended by mutual agreement.

9.02 Single Arbitrator

The Board of Arbitration shall consist of a single arbitrator designated by the Company and the Union who shall act as the Board of Arbitration.

9.03 Failure to Agree on Arbitrator

Failing agreement on the selection of an Arbitrator within twenty (20) calendar days, the matter shall be referred to the Alberta Government who shall appoint the Arbitrator.

9.04 Conflicts

No person involved directly in the controversy under consideration shall be an Arbitrator.

9.05 Arbitrator Governed by Agreement

In reaching its decision, the Board of Arbitration shall be governed by the provisions of this Agreement. The Board of Arbitration shall not be vested with the powers to change, modify or alter any of the terms of this Agreement.

9.06 Binding Decision

The findings and decision of the Board of Arbitration on all arbitrable questions shall be binding and enforceable on all parties.

9.07 Arbitration Expenses

The expense of the Arbitrator shall be borne fifty (50%) percent by the Company and fifty (50%) percent by the Union

ARTICLE 10 - HEALTH AND SAFETY

10.01 Health and Safety Responsibility

- (a) It is agreed that the Company and the Union will work closely together to prevent accidents, to keep the working methods as safe as possible, and to maintain a Joint Health and Safety Committee (JHSC). It is further agreed that the Company, the Union and all employees covered by this Agreement will respect and abide by the terms and conditions of the Occupational Health and Safety Act of Alberta
- (b) Supervisors and employees also have a responsibility to ensure they work in compliance with the Employer's health and safety program and policies.
- (c) Employees will be expected to observe established health and safety policies and to immediately report unsafe or harmful conditions, equipment, or practices to Management who shall investigate, and, if deemed necessary, arrange to correct the problem as soon as possible.
- (d) The Company will post the names and contact information of the safety committee so that all employees will know to whom they can report unsafe conditions.

10.02 Joint Health and Safety Committee (JHSC)

- (a)
 - (i) In Calgary the Union shall elect or appoint four (4) Union members to serve on the JHSC; the intention is to try to have one (1) representative from each department if possible.
 - (ii) In Medicine Hat and Lethbridge the Union shall elect or appoint at least one (1) Union member at each location to serve on the JHSC of the location.
 - (iii) The Union and Company JHSC members shall at least once per month prior to the meeting , inspect all places of employment including buildings, structures, grounds, excavations, tools, equipment, machinery.
 - (iv) The Union JHSC members shall meet in person with an Employer representative or representatives at least once each month on paid time at applicable rates. Co-Chairpersons shall be elected from and by the members of the JHSC. When one (1) Chairperson is an Employer member, the other shall be a Union member and vice-versa.
 - (v) Minutes will be kept of all matters discussed in the monthly meetings to ensure an accurate record is kept of all proceedings and shall be posted on the safety board.
 - (vi) Any outstanding matter relevant to safety conditions may be brought up and dealt with at a meeting between the Union and the Company at a time to be mutually agreed upon.

- vii) The necessary time spent by members of the JHSC in the course of their duties will be considered as time worked and shall be paid in accordance with the terms of this agreement.
- viii) JHSC members shall receive training appropriate for their responsibilities. This training and all cost related to this training shall be paid for by the Company.
- ix) The Employer, the Union and JHSC Committee members shall bear in mind all applicable privacy legislation with regard to employee health information.

10.03 Accident and Incident Investigations

Every injury which involved or could have involved a worker going to a doctor or hospital must be investigated. When possible a Union JHSC member and an Employer JHSC member shall promptly investigate the accident or incident.

10.04 Injured Worker Provisions

- (a) Any employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at his/her regular rate of pay.
- (b) Such employee shall be provided with transportation to a doctor or hospital of their choice by the Company at no charge if necessary or requested. If necessary the First Aid attendant and a driver will accompany the employee if being driven to the Doctor or the Hospital.

10.05 First Aid Attendants

- (a) A list of trained First Aid Attendants will be posted in a conspicuous place in each department and a copy of the list will be sent to the Union Recording Secretary and Union H&S Chairperson. The list of First Aid Attendants will be reviewed at least twice a year to ensure adequate and up-to-date coverage.
- (b) Designated and alternate first aid attendants will be selected by Management and a list will be posted in February and August. The Company will pay for training and regular hours for those employees that are required and designated to have a valid First Aid Attendant's certificate and they will receive an additional thirty five (\$0.35) cents per hour premium above their regular rate of pay. Employees wishing to take first aid certification may do so during company designated sessions at the Company's expense; however, the Management reserves the right to limit the number of attendees per session. In each department and for each shift, the name and location of each First Aid Attendant and the locations of the First Aid Kits must be made known to all employees.

- (c) The Company will ensure that first aid equipment is appropriately available to all employees in all areas. This equipment will conform to prevailing Government schedules and regulations. The Company equips all vehicles with an appropriate First Aid Kit.

10.06 Protective Equipment

Employees whose work requires them to wear protective devices may obtain the following from the Company as required: eye protective devices, gloves, winter gloves, coveralls, hearing protection, face masks and, when handling acids, aprons, gloves and rubber boots. Where specialized protective clothing or other items not referenced in this agreement are required by the Company, the cost will be borne by the Company.

10.07 Protective Footwear Allowance

The Company will provide, on January 1st of each year, an allowance of up to one hundred and eighty (\$180.00) dollars per calendar year towards the purchase of approved safety footwear for full-time employees. The allowance will be payable upon presentation of a receipt of purchase by the employee, once per calendar year.

- Effective January 1st, 2020 – Two hundred and twenty (\$220.00) dollars.
- Effective January 1st, 2022 – Two hundred and thirty (\$230.00) dollars.

10.08 National Day of Mourning

Each year on April 28th at 11:00 a.m. work will stop and one (1) minute of silence will be observed in memory of workers killed or injured on the job. The Union shall send the Company a reminder of this requirement at least one (1) week prior to April 28th.

10.09 Right to Accompany Inspector

- (a) The Union JHSC Co-Chairperson or designate shall accompany a Government Inspector on an inspection tour upon request.
- (b) The Company will inform the JHSC Co-Chairs, respecting any scheduled inspection by any Provincial or Federal Authority or Fire Department or any form of Local, Provincial or any kind of Federal Inspection is coming to the plant to conduct a safety related inspection. This will be done as soon as the Company becomes aware of any such occurrence.

ARTICLE 11 – HUMAN RIGHTS, DISCRIMINATION, BULLYING, HARASSMENT AND VIOLENCE IN THE WORKPLACE

11.01 Harassment, Discrimination, Bullying and Violence Free Workplace

The Company and Unifor are committed to providing a workplace free of harassment, discrimination, bullying and violence; such actions are prohibited in the workplace.

11.02 Company Policy

The Union agrees to and supports the Company policy currently in place. The Company agrees to post such policy in places where all employees have access to such policy and to provide a copy of the written policy to each employee no less than once per calendar year and at time of hire.

11.03 Filing a Complaint

Employees are encouraged to follow the Company reporting procedure but may also confidentially report a complaint or issue to any Union Executive Board member, Steward or Union Official.

ARTICLE 12 – SENIORITY ISSUES AND PROBATIONARY PERIOD

12.01 Probationary Period

- (a) New employees shall be considered probationary during their first nine hundred and sixty (960) hours worked. Probationary employees may ask Human Resources for a report of their hours worked.
- (b) During this period, the Company may terminate a probationary employee who is unsuitable.
- (c) The probationary period may be extended by mutual agreement of the Company and the Chief Shop Steward or designate.

12.02 Probation and Seniority

At the completion of the probationary period each employee shall have his name added to the seniority list of the Company. Such employee shall receive credit to the first day of current employment.

12.03 Seniority Defined

Seniority is defined as the length of an employee's unbroken service within the Bargaining Unit, since the last date of hire, as determined by this Agreement. (This language shall become effective upon ratification in 2016, the current correct seniority list will be frozen and employees will be bound by their current seniority date unless proven to be previously inaccurate).

12.04 Seniority Date Established

Any employees who are hired on the same day shall have their seniority order determined by selecting the employee whose last name appears alphabetically before the other(s) to be the most senior employee. (Subject to after date of ratification 2016).

12.05 Seniority Lists

The Company will provide the Union Chief Shop Steward with a copy of the seniority list pertaining to all employees in the bargaining unit once per month. The list shall include the employee's name, seniority date and classification..

12.06 Seniority Protests

Protests in regards to seniority dates of an employee must be submitted in writing to the Company and Union Representatives, no change to the seniority of any employee shall be allowed unless the Union is in agreement to the change and the proper seniority date has been confirmed.

12.07 Transfers Outside the Bargaining Unit

An employee who accepts a position outside the bargaining unit shall retain seniority in the bargaining unit for a period of sixty (60) calendar days from the time of his acceptance and may transfer back into the bargaining unit to the employee's previous classification and wage level within the sixty (60) calendar day period otherwise his seniority shall be lost after the sixty (60) calendar days period expires.

12.08 Forfeiting Seniority

- (a) An employee's seniority shall be forfeited and his employment terminated with no obligation by the Company to rehire under the following conditions:
- (i) resigns (for any reason);
 - (ii) retires;
 - (iii) is discharged for just cause and not reinstated through the grievance and arbitration procedure;
 - (iv) is laid off and their recall rights expire or they have accepted severance as provided for elsewhere in this agreement.
 - (v) after obtaining an authorized leave of absence, the employee fails to report to work at the expiration of his leave of absence, unless the employee can satisfy the Company that there is a reasonable excuse for failing to report;
 - (vi) is absent for three (3) consecutive scheduled working days, without an authorized leave of absence or without notifying the Company. In this case, the employee is deemed to have quit voluntarily unless the employee provides reasonable explanation.
 - (vii) takes gainful employment elsewhere, while on a leave of absence, unless he obtains the written consent of the Company;

- (viii) is on layoff and fails to return to work within forty-eight (48) hours of being verbally notified by the Company to report to work, or fails to return to work within seven (7) working days of being sent written notice to report (by registered mail or courier, to the employee's last known address). The Company will notify the Union of the date and time of the notice within twenty-four (24) hours of the notice being given. The onus is on the employee to provide the Company with a current address and phone number to qualify for recall.

ARTICLE 13 – SKILLED TRADES AND MEM TECHNICAL COMPETENCE

13.01 Skilled Trades

The purpose of this article is to define skilled trades and all other matters dealing with the skilled trades such as apprenticeships, new technology committee, planned maintenance, and skilled trades training.

13.02 Skilled Trades Job Titles

Skilled Trades for the purpose of this agreement shall be the following job titles and all other trades as agreed to between the parties:

- Line Technicians and Millwrights
- Fleet Technicians
- MEM Technicians Level One (1) and Mechanics

13.03 Skilled Trade Requirements

- (a) Skilled trades must have at least one (1) of the following certifications with the exception of the MEM technicians (see article 13.07)
- (i) Journeyperson Line Technicians
 - Journeyperson Electrician
 - Journeyperson Millwright
 - (ii) Fleet Technicians
 - Journeyperson Heavy Equipment Technician and Class 1 License
 - (iii) MEM Technician
 - Journeyperson Appliance Service Technician
 - Journeyperson Refrigeration and Air Conditioning Mechanic

13.04 Apprentices

- (a) The Company's use of the Apprentices will be governed by the Alberta Apprenticeship Guidelines unless such issue is covered by this agreement.
- (b) In addition to the above, the Company agrees to continue to maintain existing employees current wage rate (plus any yearly negotiated increases) if such wage rate is higher than the apprentice rate below and who accept an apprenticeship.

- (i) Four (4) Year Apprentice Program

- Successful Completion of:

- Year 1 employee is paid seventy (70%) percent of current Journeyperson rate.
 - Year 2 employee is paid eighty (80%) percent of current Journeyperson rate.
 - Year 3 employee is paid ninety (90%) percent of current Journeyperson rate.
 - Year 4 employee is paid one hundred (100%) percent of current Journeyperson rate.

- (ii) Three (3) Year Apprentice Program

- Successful Completion of:

- Year 1 employee is paid eighty (80%) percent of current Journeyperson rate.
 - Year 2 employee is paid ninety (90%) percent of current Journeyperson rate.
 - Year 3 employee is paid one hundred (100%) percent of current Journeyperson rate.

- (c) The Company agrees to top up the Gross amount of Employment Insurance payments of any apprentice who successfully completes their Apprenticeship schooling.
- (d) The Company further agrees to pay for one hundred (100%) percent of the dollar amount of tuition and fifty (50%) percent of the dollar amount of books required for schooling for the apprenticeship upon successful completion of each year.
- (e) If an employee decides to leave the company within three (3) years after finishing his Apprenticeship certification, the amount paid to the employee in terms of tuition, books and Employment Insurance "top up" payments for the most recent completed Apprenticeship year must be repaid back to the Company in full.

- (f) All new or open apprentice jobs or positions shall be posted and awarded as per the collective agreement as long as the employee meets the minimum standards for the position as defined by the company. The Company may introduce aptitude testing.

13.05 Trades Licenses and Certifications

- (a) The Company agrees to continue the current policy of payment for renewal of the CVIP technician license for a Fleet Technician upon presentation of a receipt.
- (b) The Company will reimburse the skilled trades classifications listed above the renewal fees of the license listed above.

13.06 Tool Replacement

The Company agrees to replace any tools (the same brand or similar brand), handheld boxes or pouches that are broken during the discharge of their duties. The aforementioned shall apply to employees in MEM, Fleet Maintenance and Production Maintenance who are required to provide tools for the completion of their duties.

13.07 MEM Technician Progression

- (a) There shall be four (4) levels for MEM Technicians.
 - (i) Level 4 – A new hire shall be hired at this level. To progress beyond this level, they must complete and pass all of the Pepsi Pro modules. The modules include computerized training and practical application. It is expected that modules will be completed within the first six (6) to nine (9) months of employment.
 - (ii) Level 3 – Once required modules have been completed, satisfactorily passed, and the employee demonstrates competence in all levels of repair, then the employee shall move to Level 2. It is expected that competence should be achieved within one (1) year. If an employee is unable to demonstrate competence in all levels of repair within that timeframe, a review will be conducted with that employee every six (6) months and a plan will be developed to address the gaps.
 - (iii) Level 2 – This is the full working level for an MEM Technician. It is expected that the employee will demonstrate competence of all levels of service, install and be able to take on any service role.
 - (iv) Level 1 – To progress to this level, a Technician must have completed the requirements at Level 4, 3 and 2, as well as, hold a valid Province of Alberta designated Refrigeration or Appliance Repair Certification.

ARTICLE 14 – JOB POSTING AND FILLING VACANCIES

14.01 Job Posting Timing

All jobs will be posted for ten (10) calendar days when a full time permanent job is required or vacated, interested employees may apply for posted jobs. Such job postings must have a unique posting number.

14.02 Applying for a Job Posting

- (a) Interested employees must apply within the closing date identified on the posting. The Company may also advertise job vacancies outside the Company. The Company can fill any full time permanent job on a temporary basis during the posting period but shall offer such to the qualified employees as per article 14.03 in the department. Laid-off full-time employees have daily access to the job posting information.
- (b) Employees that are on vacation or otherwise absent from work are responsible for making themselves aware of any vacancies and shall be permitted to leave written notification with the Chief Shop Steward or designated of their intention to bid for jobs that come up while they are away.

14.03 Factors Followed when Filling Job Postings

- (a) These factors are followed when filling posted vacancies or new jobs within the bargaining unit:
 - (i) The senior qualified employee; if no qualified employees apply then;
 - (ii) The senior employee who applies and possesses the necessary skill and ability to perform the work.
 - (iii) When filling, jobs or vacancies the Company gives first consideration to applicants that are current full time employees, then probationary employees and then applicants from outside the bargaining unit as per above.
 - (iv) Successful applicants for the above shall be provided with the necessary incidental job training (handhelds, work area familiarization, forklift, etc.)

14.04 Successful Applicants

The Company will post the names of the successful applicant(s) on the bulletin board within seven (7) calendar days subsequent to the decision. Employees will assume their new posting as soon as reasonably possible. The Company will give the Recording Secretary a copy of all job postings and the names of successful applicants.

14.05 Transfers and Promotions

- (a) These guidelines apply to employees transferred or promoted by a posting based on the collective agreement language within the Company.
 - (i) Any employee who is promoted is allowed a sixty (60) working day trial period. During this time the Company assesses the employee's suitability for the job. The Company may return the employee to his former job during this period. An employee who is returned to a former job does not lose any seniority. If a promoted employee returns to his former job, the employee who has filled that job is also returned to his former job, also without loss of seniority. Any employee returned to a former job is still eligible to apply for other vacancies that may arise.
 - (ii) If a promoted employee wishes to return to his former job within the sixty (60) working day period referred to in (i) the employee may do so without loss of seniority. However, an employee who asks to return to a former job is not entitled to apply for other posted jobs for a period of six (6) months, unless the Company otherwise agrees.
 - (iii) If an employee returns to his former job pursuant to (i) or (ii) above, the Company will review the original applications for the vacancy prior to reposting.

14.06 Cross-training Opportunities

The Company agrees to provide opportunities for full-time employees to gain experience in other departments once per year. The Company will determine the number of assignments available in accordance with the efficiency of operations. The number of employees selected for these cross-training opportunities shall not exceed ten (10%) percent of the employees in each department. Employees shall be paid the rate of pay for the job they have posted into. Upon completion of such cross training opportunity, the affected employee will revert to his regular job and corresponding rate of pay.

14.07 Filling Temporary Vacancies of One Week or Less

When the Company requires an employee to temporarily fill a higher paying job for three (3) hours or more in a regular working day, for an employee on a five (5) by eight (8) shift and four (4) hours or more for an employee on a four (4) by ten (10) shift, the employee shall receive the higher rate of pay for the entire shift. An employee who assists another employee in a higher classification, on an occasional basis, during the course of a workday does not receive a higher rate of pay. This does not apply to employees that are training.

14.08 Filling Temporary Vacancies Greater Than One Week

- (a) If the Company requires an employee to temporarily fill a job for an employee who is absent due to injury, union leave, illness, vacation or a leave of absence, such shall be done by asking qualified employees on shift first within the department with same job title, then on other shifts within the department with same job title, then other jobs within the department and then outside the department, when possible, and in seniority order. If no one volunteers then the Company may force the most junior qualified employee to perform the work. If the employee who is forced to perform the temporary vacancy and does not wish to do so and the vacancy is known to exceed or does exceed thirty (30) working days then the Company must train a junior employee who shall assume the temporary vacancy once qualified.
- (b) When the Company requires an employee to temporarily fill a job above that employee shall receive that positions current rate of pay if such is higher than their current rate or if their current rate of pay is higher, then they shall receive their current rate of pay.
- (c) A temporary vacancy will be posted as a permanent vacancy after one (1) year and it is anticipated that there will be no return to work in the foreseeable future, should the employee returns to work and once able to fulfill the regular duties of the job they shall then return to their former job and any employees then affected shall be entitled to bump as per 15.04.

14.09 Posted Temporary Transfers

This provision in 14.10 does not apply to permanent transfers, postings or employees utilizing seniority to avoid layoff. In these cases, the employee receives the pay rate applicable to the job.

14.10 Voluntary Hours – Under-time

When not enough hours are available for employees to work a full eight (8) or ten (10) hour day then employees shall be offered to go home early in order of seniority, when such is possible.

14.11 New Jobs or Classifications

If, during the life of this Agreement, the Company wishes to establish any new classification or job, it will advise the Union in writing and discuss the classification or job and rate of pay with the Union. If no agreement can be reached between the Company and the Union, then the question may be referred to Step 3 of the Grievance Procedure.

ARTICLE 15 – LAY-OFFS, SEVERANCE AND RECALL**15.01 Lay-offs**

When lay-offs are necessary the Company lays-off probationary employees before full-time employees, provided there remain enough full-time employees with the qualifications, to do the work required. If a lay-off of full-time employees is required after the above then such shall be done in reverse seniority order. In the case of a lay-off anticipated to exceed twenty-one (21) calendar days the Company shall provide the most senior employee(s) the minimum training in order to attain the required qualification to avoid further lay-off. Notwithstanding the above, lay-offs not exceeding fourteen (14) calendar days would be done strictly within the department. Any layoff greater than fourteen (14) calendar days would be done within the bargaining unit.

15.02 Recall/ Right to Refuse Recall

- (a) When recalling full-time employees, employees with the greater length of seniority are entitled to preference provided that the senior employee to be recalled possesses the qualifications, to perform the tasks required.
- (b) An employee on lay-off which exceeds twenty-one (21) calendar days, shall have the right to refuse a recall to work if the work available is anticipated by the Company is to be five (5) working days or less in duration.
- (c) Employees are entitled to recall for a period of twenty-four (24) months from the actual date of layoff or displacement, unless they have accepted severance as per the collective agreement (where such is available)

15.03 Notice of Lay-off and Severance Pay

- (a) When laying off fulltime employees the Company will give written notice of lay-off to the affected employee (or wages in lieu of) in accordance with the Alberta Employment Standards Code. Employees whose jobs are eliminated or who are issued lay-off notice may elect to bump or remain on recall or retrain to avoid lay-off as per article 15.01 or as elsewhere provided for in this agreement. Employees affected by other employees exercising their rights to bump shall be entitled to exercise their bumping rights, recall and employees have a right to training for a layoff exceeding fourteen (14) days.
- (b) Should the Company permanently eliminate jobs within the Bargaining Unit the most junior employee ultimately affected by this elimination may elect to take severance in accordance with the Alberta Employment Standards Code in lieu of recall, or may utilize their bumping or retraining rights to avoid lay-off as per article 15.01 or as provided for elsewhere in this agreement. This employee shall receive written notice of the lay-off or elimination as per above.

15.04 Bumping

Any employee affected by job reductions, full or partial closure, a shift change, start or finish time changes of greater than two (2) hours, layoffs or bumping can utilize their seniority to avoid such by bumping a junior employee jobs for which the employee is qualified or could become qualified through training.

15.05 Severance and Closure Pay

- (a) In the event the Company ceases its operations in Medicine Hat, Lethbridge or Calgary in whole or partially, each employee terminated or who is not recalled to their location as per above shall receive:
- (i) Two (2) weeks' pay eighty (80) hours times the employees wage rate) for every year or partial year of continuous service to a maximum of fifty two (52) weeks.
 - (ii) Benefit extension excluding STD and LTD for three (3) months at no cost.

ARTICLE 16 - HOURS OF WORK, BREAKS, AND SHIFT INFORMATION

16.01 Normal Work Week

- (a) The normal work week for hourly employees is forty (40) hours. Shifts must account for two (2) consecutive calendar days off during the work week (unless agreed to otherwise by the Company, the membership within a department and the Union in regards to the two (2) consecutive days off). Management has the right to schedule all work. It is understood that the definition of normal hours of work is intended to define the procedures for calculating authorized overtime and shall not be construed as a guarantee of hours of work. At the Company's discretion, the following shifts may be assigned:
- Five (5) days/ Eight (8) hours per day
 - Four (4) days/ Ten (10) hours per day
- (b) All jobs referenced in the wages section as part of Article 23 will be posted with the assigned days off and the regular start and finish times; employees shall bid upon those jobs and the corresponding days off and shift start and finish times as per this agreement and be awarded such within their department.
- (c) No job shall rotate its starting and finishing hours; all jobs shall be posted with fixed shifts and selected in seniority order (this excludes Delivery and Transport Drivers, Merchandisers, Fleet and Maintenance,)
- (d) The Delivery Department and MEM, have their own procedure as per 16.09 below or current practice.

- (e) The parties agree that: within all departments excluding Delivery and Transport Drivers, Merchandisers, Fleet and Maintenance, the Company shall post each job with the agreed to shift structures, days off and allow employees to pick their schedule and job by seniority. Schedules include days off and start and finish times.
- (f) Employees shall only be able to pick their preferential schedule/shift and job should they be qualified to do the work available on said schedule.
- (g) Furthermore, the Company shall conduct the bidding process two (2) times per year as per below based on the agreed to job bidding grids:

A full bid shall mean a bid for all jobs and schedule / shift, a shift / schedule only bid shall mean a bid for shift / schedule only.

- (i) Quality and Production – two (2) bid times per year, 1 full bid and 1 shift / schedule only bid:

For year one (1) of the collective agreement the first bid shall occur no later than thirty (30) days subsequent to ratification of the Collective Agreement and shall be a 'full' bid as per above. The second bid shall occur six (6) months following the first (1st) bid and shall be limited to a 'shift / schedule only' bid.

In year two (2) and beyond of this agreement the first (1st) full bid shall occur in March for April implementation and the second (2nd) shift/schedule bid shall occur in September for October implementation.

- (ii) Warehouse Department – two (2) bid times per year, both to be full bids:

A general bidding for the Warehouse Department two (2) times per year – shall occur in March for April implementation and the second (2nd) bid shall occur in September for October implementation.

- (h) The posting process pertains solely to the general bidding process as identified above, Permanent vacancies, temporary vacancies or new jobs shall be posted as per Article 14.

16.02 Breaks

- (a) Breaks shall be scheduled as follows:
 - (i) On a daily shift of eight (8) hours, two (2) paid fifteen (15) minute breaks and one (1) unpaid thirty (30) minute lunch break. Management shall provide fourteen (14) days of notice prior to a change in break policies.

- (ii) On a daily shift of ten (10) hours, one (1) paid fifteen (15) minute break, one (1) paid twenty (20) minute break and one (1) unpaid thirty (30) minute lunch break. Management shall provide thirty (30) days written notice prior to changing break schedules.
- (iii) The employer must provide at least thirty (30) minutes of break every five (5) hours based on the contractual paid and unpaid breaks.

16.03 Overnight Routing

An employee required to stay out of town overnight (with a Manager's authorization) will, on presentation of receipts, be reimbursed for provided paid prearranged accommodation (cost to be pre-approved by Management) and meals (to a maximum of Fifty four (\$54.00) dollars including GST per overnight trip).

- Effective date of ratification 2019: Fifty four (\$54.00) dollars

16.04 Break Period Commence and Ends

A break period commences when an employee leaves his workstation and ends when he arrives at his work station to commence work. Each employee must ensure that break time limits are strictly observed.

16.05 Weekly Schedule

When an employee commences a five (5) day/ eight (8) hour shift or a four (4) day/ ten (10) hour shift, the employee must remain on that schedule for the balance of the week.

16.06 Lunch Breaks

The mandatory unpaid thirty (30) minute lunch period is not included in normal daily hours.

16.07 Overtime Authorization

All overtime must be authorized by Management.

16.08 Outside Employee Request for Overtime

- (a) If an Outside Employee anticipates he will be unable to complete his day without working overtime, he must request permission from management to work overtime as follows:
 - (i) If working a ten (10) hour shift, request for overtime must be made at least two (2) hours before the shift is scheduled to end if possible.
 - (ii) If working an eight (8) hour shift, request for overtime must be made at least one and a half (1 ½) hours before shift end if possible.

16.09 Driver Preferences for Work and Schedules: Delivery Department

- (a) The Company agrees that they will assign work and shift schedules (work weeks and corresponding start times) for drivers based on their seniority preference (movement from transport to delivery for drivers can only happen as per the posting and bumping procedures).
- (b) The Company agrees that they will assign work for drivers based on their seniority preference (bulk, tailgate, city, country, GEO Box Area, etc.).
- (c) To achieve a) and b) above the parties agree to finalize a bidding process in writing that allows drivers to exercise their seniority preference on a bi-annual basis and/or subsequent to any major routing changes. Such process must allow for at least two (2) weeks' notice subsequent to the finalization of the bidding process and the start of the next schedule.
- (d) Bi-Annual Schedule:
 - March bid for first full week of April start.
 - September bid for first full week of October start.

ARTICLE 17 – OVERTIME

17.01 Overtime Payments (Excluding Delivery Merchandisers)

- (a) Overtime shall be paid at the rate of one and one-half (1 ½) times the regular rate for all authorized hours worked over eight (8) hours in a day or forty (40) hours in a week or for all authorized hours worked over four (4) day, ten (10) hours per day, forty (40) hour week schedule.
- (b) Vacation time, banked time taken, paid union leave and statutory holidays shall be applied to regular hours for the purpose of the calculation of overtime hours in the work week.
- (c) For the purposes of calculating overtime, the work week is Sunday to Saturday.

17.02 Additional Paid Break

On approved overtime of two (2) hours or more, hourly employees are entitled to a paid fifteen (15) minute break after commencing overtime on a continuing shift.

17.03 Overtime for Delivery Merchandisers

- (a) Full time Delivery Merchandisers who work a five (5) day/ eight (8) hour per day scheduled work week receive one and one-half (1 ½) times their hourly rate for each hour worked on the 6th or 7th day worked in the work week and for the 9th hour in a day. Double time shall be paid for all hours after nine (9) in a day. For purposes of calculating overtime, the work week is Sunday to Saturday.

- (b) Full-time Delivery Merchandisers who work a four (4) day/ ten (10) hour per day, scheduled work week receive one and one-half (1 ½) times their hourly rate for each hour worked on the 5th, 6th and 7th day worked in the work week and the 11th hour in a day. Double time shall be for all hours after eleven (11) in a day. For purposes of calculating overtime, the work week is Sunday to Saturday.

17.04 Overtime Distributed By Seniority

(a) Planned Overtime

- i) The Company shall first distribute planned overtime work among qualified hourly employees who sign up for overtime based on seniority in the department and then to those hourly employees outside the department in seniority order who are qualified and who sign up for overtime.
- ii) Planned overtime shall be posted with at least twenty-four (24) hours of notice, less than twenty-four (24) hours of notice shall be deemed shift continuation.
- iii) Where required, employees must sign up for overtime on the overtime board in the following fashion:

- (1) Inside Employees – The deadline for overtime sign up is Wednesday of each week by noon if such overtime has been posted prior to that day and time as well as forward all such postings to the Recording Secretary of the Local Union. For overtime posted after Wednesday noon of that week an employee shall be permitted to sign up on the day it is posted as well as forward all such postings to the Recording Secretary of the Local Union.

Employees may phone in and request their name be put on the overtime board by another employee or come in person to sign up; however, it is up to the employee to confirm his or her schedule once the overtime has been awarded. The Company must post the awarded overtime for all employees to review as well as forward such to the Recording Secretary of the Local Union. The Company will make every effort to post the overtime schedule by 6pm on Thursday and send to the Recording Secretary of the Local Union the following day.

- (2) Outside Employees – The deadline for overtime sign up is by 2:00 pm on the day prior if that employee is prepared to work overtime if such arises for call in or scheduled overtime. Employees may phone in and request their name be put on the overtime board by another employee or come in person to sign up; however, it is up to the employee to confirm his or her schedule once the overtime has been awarded.

(b) Shift Continuation

(i) Defined as: any overtime without twenty-four (24) hours of notice.

(1) Inside Employees:

(A) For a scheduled shift that is requiring overtime the employee currently performing the work is granted the opportunity and the first right of refusal on continuing on for four (4) hours and the off shift employee who normally performs the work is granted the opportunity and the first right of refusal for coming in early for overtime hours.

(B) If an employee refuses the overtime in a. above, the opportunity then passes to the qualified senior employee on shift and then the senior qualified employee off shift who accepts the call in by the company.

17.05 More Than Required Volunteers

Where overtime work is needed and there are more qualified volunteers than required, the more senior qualified volunteers receive overtime assignments.

17.06 Insufficient Volunteers

(a) Where there are insufficient qualified volunteers to perform required overtime work the Company shall first call the qualified employees in seniority order and if there is no answer then a message shall be left and if the employee returns the call prior to the work being accepted by another employee they shall then be given the work otherwise the Company will continue on with the call list in seniority order with the same process.

(b) Should the Company fail to find a qualified volunteer through the calling process then the Company may assign the work starting with the most junior of those qualified to perform the required work and continuing in reverse order of seniority until the required qualified employees are assigned.

17.07 Personal Time Not Contributing to Overtime

Personal time taken shall not apply to overtime calculation.

17.08 Employee Initiated Changes

Changes in shifts or days off initiated by the employees (which must be approved in advance by Management) must not result in overtime costs or other supplementary salary costs to the Company.

17.09 Meal Allowance Payment

If an employee is required to work more than two (2) hours overtime without twenty-four (24) hours notice, the employee shall receive a meal allowance of:

- Effective January 1, 2020: Eleven (\$11.00) dollars
- Effective January 1, 2021: Twelve (\$12.00) dollars

17.10 No Overtime While On Vacation

- (a) (i) No employee can be called in (other than as per (ii) below) or forced to work while away on vacation, for employee's booking full weeks of vacation such week shall be considered to be seven (7) consecutive calendar days in length based on that employees regular scheduled work week and regular scheduled days off.
- (ii) In the case of emergency and after all other internal options have been exhausted the company may request that an employee come into work while off on vacation.
- (b) No employee can volunteer or sign up to work while on vacation, for employee's booking full weeks of vacation such week shall be considered to be seven (7) consecutive calendar days in length based on that employees regular scheduled work week and regular scheduled days off.

17.11 No Pre-emptive Sign-up: Warehouse and Production Only

There can be no preemptive sign ups. Therefore, an employee cannot put their name on the white board without a shift being currently posted. Therefore an employee cannot put their name on the white board without a shift being available in anticipation of an overtime shift being available. It is up to the employee to sign up after the shift has been posted.

17.12 Discipline for No Show on Overtime Shift

For employees who are awarded overtime shifts and do not show up for their shift will be subject to disciplinary action.

ARTICLE 18 – BANKED OVERTIME

18.01 Banked Overtime

- (a) In order to reduce the impacts of lay-offs, reductions in work, or slowdowns employees can elect to convert overtime compensation into time off with pay subject to the following guidelines

- (i) By December 1 of each year or when a new employee has completed probation, each full time employee must make a decision to either bank overtime or receive overtime pay. For those employees wishing to bank overtime, they may bank either forty (40) or eighty (80) or one hundred twenty (120) hours per year.
- (ii) Employees shall not be able to replenish the bank once a portion of the bank has been used.
- (iii) Time is accumulated at the applicable overtime rate multiplied by the number of overtime hours worked.
- (iv) Accumulated, banked overtime must be taken by April 1 of the following year. Any overtime not converted into time off with pay is paid out by the closest pay date after April 1.
- (v) An employee can start banking overtime effective January 1 each year or after completing the probationary period.
- (vi) A payout of the employee's bank may be requested by the employee at any time on the designated form. To make such a withdrawal the employee must give the Company at least one (1) weeks' notice and the payment will be made with the next pay deposit. Should an employee request a payout during the year, they may no longer be allowed to bank until the following January.
- (vii) All banked days taken must be approved by Management. Banked time shall not be used as a compensation replacement for sick time.

ARTICLE 19 - MINIMUM CALL IN/ON CALL

19.01 Reporting Pay

When an employee reports to work at the Company's request, the employee is entitled to payment for at least four (4) hours at his regular rate of pay unless deemed to be overtime, the overtime rate of pay will apply.

19.02 On-Call Duty Premium (Plant & MEM)

(a) Four (4) Hours Pay

An employee required to be on-call for a period up to twenty-four (24) hours will be compensated by four (4) hours at the employee's regular rate of pay. In the event the employee is actually required to attend at work during this period, the first call-in does not trigger any additional pay, unless the time worked requires compensation in excess of four (4) hours. Additional time worked is paid at the employee's regular rate of pay.

(b) Second Call-in

A second call-in outside of the first call-in's four (4) hour window will be compensated by not less than an additional four (4) hours at the employee's regular rate of pay. The third and subsequent call-ins follow the same pattern. If forty (40) hours have been worked in the current week, for each compensated call-in the employee will receive either the number of hours worked at the overtime rate or four (4) hours at the regular rate, whichever is greater. However, in no circumstance will an employee receive the On-call Duty Premium in addition to pay for time worked for each call-in.

(c) Four (4) Hour Window Timing

The four (4) hour call-in window referred to above commences at the time an employee is actually contacted to attend at work. However, time worked pursuant to a call-in commences at the time an employee actually arrives at the plant.

(d) MEM Lethbridge and Medicine Hat

A Market Equipment employee based in Lethbridge and Medicine Hat that is called out after working a complete shift receives overtime pay for all hours worked from the time they leave home until they return home (directly) from the call. On-call premiums for these employees is as per articles 19.02 (a), (b), and (c).

ARTICLE 20 – VACATIONS WITH PAY

20.01 Vacation Year

Employees covered by this agreement are entitled to the following vacations with pay. Note: Entitlement for annual vacations is measured from the date the employee commences employment. The annual vacation calendar begins on January 1 of the year and ends on December 31 of the year.

20.02 Vacation Entitlement

(a) Vacation entitlement is based on the date an employee commences employment.

- (b) When a full time employee employed on January 1st of that year and reaches an anniversary year of service as per the vacation entitlement schedule (as below) in that coming year, that employee shall receive vacation equivalent to the completed months of the year divided by twelve (12) multiplied by five (5) days. This new entitlement shall be added to the vacation days earned through his/her completed years of service as at January 1st. Vacation entitlement shall be calculated to the nearest day with rounding up if .5 or over and rounding down if .4 or less.

Continuous Service	Vacation Entitlement
One (1) year	Two (2) weeks
Four (4) years	Three (3) weeks
Eight (8) years	Four (4) weeks
Sixteen (16) years	Five (5) weeks
Twenty three (23) years	Six (6) weeks

*Vacation rate increase is only effective on year two and later

20.03 Vacation Approvals

To ensure that the staffing demands of the operation are met, Managers must approve vacation periods for all individual employees by seniority. Managers will do their best to accommodate employee vacation requests. Managers will not unduly restrict employee request for holidays. This is subject to the operational requirements of the business. In the event there is a dispute, the employee should address their concerns to the appropriate Department Manager.

20.04 Vacation Requests

Employees must submit vacation requests to their Manager at least five (5) weeks prior to earliest vacation date requested. Vacation schedule requests shall be given to the Company by the end of February. The Vacation schedule with the approved vacation shall be posted by March 31st. Vacation requests for the months of January, February, and March need to be submitted by December 1st of the prior year and responses shall be provided by December 15th. Vacations booked or requested after the last day in February shall be approved on a first come, first served basis.

20.05 Vacation Stipulations

- (a) Employees must consider the following when making vacation requests:
- (i) No more than two (2) consecutive weeks of vacation entitlement are permitted (except in exceptional circumstances),
 - (ii) Vacation periods must be separated by at least eight (8) weeks,
 - (iii) An exception to (i) and (ii) above arises when the vacation schedule is finalized and an employee wishes to request unassigned weeks.

20.06 Vacation Pay

- (a) Vacation with pay entitlement for all full-time employees is based on the previous year's gross T4 earnings (excluding non-taxable items). Employees receive weekly vacation compensation at the rate of two (2%) percent per week of the previous year's gross T4 earnings (excluding non-table items). For eg. Vacation compensation for 2013 will be based on the gross T4 (excluding non-taxable items) amount from 2012 earnings.
- (b) Non-taxable earnings include (however, not limited to) the following:
 - (i) Non-taxable Mileage reimbursement
 - (ii) Meal Allowance
 - (iii) Tool Allowance
 - (iv) Boot Allowance
 - (v) Out of Pocket Reimbursements

20.07 Vacation Rate Calculation when on Leave

If an employee is absent from work due to a Worker's Compensation Claim, Short Term Disability (STD), Maternity or Paternity Leave, vacation with pay is calculated as if there was no leave taken during the calendar year (to a maximum of two (2) years).

20.08 Vacation Rate Calculation when on STD Longer than 90 Days

- (a) The employee is not entitled to vacation with pay based on current rate of pay. The vacation entitlement (i.e. two weeks at one (1) year, three (3) weeks at four (4) years, four (4) weeks at eight (8) years, five (5) weeks at sixteen (16) years, and six (6) weeks at twenty three (23) years) earned during that year is calculated as if the employee took no Leave of Absence. If an employee is off STD for greater than 90 calendar days during the calendar year, vacation shall be calculated using the applicable percentage as identified in article 20.06
- (b) If an employee is off on STD for greater than ninety (90) calendar days during the calendar year, vacation shall be calculated using the applicable percentage as identified in article 20.06. The employee is not entitled to vacation with pay based on current rate of pay. The vacation entitlement (i.e. two weeks at one (1) year, three (3) weeks at four (4) years, four (4) weeks at eight (8) years, five (5) weeks at sixteen (16) years, and six (6) weeks at twenty three (23) years) earned during that year is calculated as if the employee took no Leave of Absence.

20.09 Accrual Payout when Resign/Terminated

When employment terminates, any outstanding and/or accrued vacation with pay is paid as a percentage of earnings in the current year. The employee is *not* entitled to outstanding and/or accrued vacation based on current rate of pay.

20.10 Vacation Pay When Hired After Commencement of Vacation Year

A full-time employee hired after the commencement of the vacation year, who does not qualify for a full annual vacation, will be paid an amount equal to four (4%) percent of his regular earnings from the date they complete their probationary period.

ARTICLE 21 – GENERAL HOLIDAYS**21.01 Company's Plant and Office Closure**

The Company's plant and offices are generally closed on each of the days listed in 21.04 below, in observation of the noted.

21.02 General Holiday Pay

- (a) Full-time employees who work the full scheduled working day before and also the full scheduled working day following the listed holiday and who have been on the payroll for at least thirty (30) working days during the twelve (12) months preceding the holiday are entitled to receive holiday pay for each such holiday as follows:
- (i) If the holiday falls on a day that would, but for the holiday, have been a working day for the employee, and the employee does not work on that day, he shall receive the equivalent of wages that would have been earned had the day not been a holiday;
 - (ii) If the holiday falls on a day that is not normally a working day for the employee and the employee does not work on that day, he will receive eight (8) or ten (10) hours pay at this regular rate;
 - (iii) If the holiday falls on a day that would, but for the holiday have been a working day for the employee and the employee works on the holiday, the employee receives one and one-half (1½) the regular rate for each hour worked on the holiday, in addition to holiday pay pursuant to Article 21.02 (ii) above.
 - (iv) If the holiday falls on a day that is not normally a working day for the employee and the employee works on the holiday, the employee receives one and one-half (1 ½) the regular rate for each hour worked on the holiday in addition to holiday pay pursuant to Article 21.02 (b) above.
 - (v) Hours paid for a holiday pursuant to Article 21.02 (b) above are considered as hours worked when calculating weekly overtime entitlement.

- (vi) If an employee works on a holiday pursuant to Article 21.02 (b) above, the hours worked are considered when calculating weekly overtime.

21.03 General Holidays During Vacation

If an employee is on vacation when one of the following holidays occurs, and if the holiday falls on a working day, the employee's paid vacation entitlement is extended by one (1) day.

21.04 The Company Observes these holidays

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

The parties agree to add a new permanent paid floater holiday into this Article for all employees. For Production, Maintenance and Quality employees the floater is to be taken on Christmas Eve, for all other employees the floater can be taken at a mutually agreed upon time.

21.05 General Holiday on Weekend

If any of these holidays, except Christmas Day and Boxing Day, fall on a Saturday or Sunday, the Company substitutes either the preceding Friday or the following Monday for that holiday.

21.06 Christmas Day / Boxing Day on Weekend

If Christmas Day and Boxing Day occur on Saturday and Sunday, the preceding Friday or the following Monday is normally substituted for Christmas Day. The Company will substitute an alternate Boxing Day holiday within thirty (30) days of December 26th.

21.07 Either Christmas Day / Boxing Day on Weekend (not both)

If either Christmas Day or Boxing Day (but not both) occur on a weekend, the Company substitutes an alternate day within the following thirty (30) days for that holiday which fell on the weekend.

21.08 Family Day

If, during the life of this Agreement, the Provincial Government no longer recognizes Alberta Family Day as a general holiday pursuant to the Alberta Employment Standards Code, or moves it to a Saturday or Sunday, it will cease to be a general holiday under this Agreement.

21.09 New Declaration of Provincial or Federal Holiday

If, during the life of this Agreement, a general holiday is declared by the Provincial or Federal Government which is not listed above and which is to be observed in the Province of Alberta, that holiday will be observed and paid by the Company under the terms and conditions that apply to the holidays listed above.

ARTICLE 22 – LEAVES OF ABSENCE

22.01 Personal Leave Pay

- (a) A full-time employee shall receive a maximum of forty (40) hours personal leave pay per annum, at eighty-five (85%) percent of regular earnings. Employees are required to provide medical evidence to support their absence after forty (40) hours.
- (b) Employees shall be allowed to use the above noted hours solely in the case of:
 - (i) Employee illness or Injury, or
 - (ii) Family emergency
- (c) Notwithstanding, the above employees who's attendance is being managed through the Company's Attendance Management Program may be required to provide evidence to support their absences.

22.02 Personal Leave Payout

Employees who, at the end of a calendar year, have unused personal leave pay credits, will be entitled to payment at one hundred (100%) percent of the regular rate of pay that was in effect for him on the first day of the contract year. This payment will be processed in the month of January.

22.03 Qualifying for Personal Leave

To qualify for this leave, the employee must contact either the Company or its designate (which is to be communicated to the employees) at least forty-five (45) minutes before his normal work day start to communicate the reason for the absence and expected duration of the absence.

22.04 STD Bridging Period

The Company provides a short term disability plan for full-time employees at no cost to the employee. Should an employee be approved for short term disability, the Company shall bridge their five (5) day waiting period with payment of sixty-seven (67%) percent of regular wages. Full details are outlined in the PepsiCo Beverages Company Disability Policy for Hourly Employees.

22.05 Leave for a Full-Time Position

Any employee elected or appointed to a full-time position with the National or a Local Union or affiliated organizations shall be granted an indefinite leave of absence without pay provided that thirty (30) days' notice is given the Company prior to the beginning of such leave. During such leave, the employees seniority shall accumulate. Health and welfare benefits shall be suspended thirty (30) days after such leave commences, and annual vacation benefits shall be suspended immediately. They will both again be in effect the first (1st) day the employee returns to work.

22.06 Return from a Full-Time Position

Employees who are away from their workstation for a minimum period of six (6) consecutive months on Union leave will receive, if needed, at the time of their return to work, sufficient on the job training in line with the training requirements of the classification in order to be re-familiarized and to perform their tasks adequately.

22.07 Local Union Leave

Upon the two (2) weeks' written request by the Union, where such is possible, the Company may grant leaves of absence without pay to the employees named in such request to enable them to participate in Union activities. No such leave of absence shall be for a period of less than one (1) day or more than seven (7) days except that where a leave is granted to an employee to enable the employee to attend a Union convention, the maximum of seven (7) days may be exceeded to the extent of necessary travel time to the place of convention and return. Employees on leave of absence will continue to accrue seniority, benefits, pension and service. The granting of these such leaves of absence will not be unreasonably withheld.

22.08 Compassionate Care Leave and Domestic Violence Leave

(a) The Company agrees to follow all legislated requirements of the Alberta Compassionate Care Leave program established July 2014, Part 2, Division 7.2 of the *Employment Standards Code* or as per any amendments made.

(b) Domestic Violence Leave

An unpaid leave will provide up to ten (10) days of job protection per year for employees addressing a situation of domestic violence.

22.09 Paid Education Leave

- (a) The Employer agrees to pay into a special fund an amount of as agreed to between the parties and confirmed by way of letter from the PepsiCo Sr. Director, Labour Relations for Pepsico Canada (paid on December 1st of each year) to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a yearly basis into a trust fund established by the Unifor National Union. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program
205 Placer Court
Toronto, ON M2H 3H9

- (b) The Union shall provide a minimum of thirty (30) days notice in advance of Education Leave. The Company shall not unreasonably withhold approval of such. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority, benefits, pension and service.

22.10 Jury Duty Leave

- (a) If a full-time employee is called for jury duty, the Company pays the employee the difference between the regular hourly rate of pay for the employee's scheduled hours of work and the amount the employee receives as jury duty pay (excluding expenses) for each day the employee is absent from work to serve on the jury, provided the employee reports to work each day he is scheduled to work and is not required to attend court. If there is enough time to complete a half ($\frac{1}{2}$) shift, employees must report back to work after court duty.
- (b) The Company reserves the right to require the staff member to provide appropriate verification of the nature of the court duty and fees received before providing reimbursement.

22.11 Court Witness Leave

- (a) If a full-time employee is summoned to court as a witness, (excluding that of the defendant) the Company pays the difference between witness fees received and scheduled earnings for the period of absence.
- (b) The Company reserves the right to require the employee to provide appropriate verification of the nature of the witness duty and fees received before providing reimbursement.

22.12 Other Court Absences

No pay allowance is provided to any employee summoned to court as a result of an infraction of the law on the employee's part or of any litigation to which the employee is a party unless such involves the Company.

22.13 Bereavement Leave

- (a) In the event of a death in the employee's immediate family, a full-time employee can notify his/her manager to receive a leave of absence to a maximum of five (5) consecutive scheduled work days, with pay. The employee receives pay for regularly scheduled work days only. An employee cannot receive bereavement leave while on any other leave. Additional leave without pay but without loss of seniority may be granted at the discretion of the Company.
- (i) An employee's immediate family means spouse or common-law spouse (as legally defined), parent, step parent, child, step child, brother, sister, step brother, step sister, or grandchild.
 - (ii) In the event of the death of an employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, or grandparent, a full-time employee can notify his/her manager to receive a leave of absence of three (3) days, with pay, to attend the funeral, and up to an additional two (2) days with pay, at the Company's discretion. Additional leave without pay but without loss of seniority may be granted at the discretion of the Company.

22.14 Additional Bereavement Leave

Additional leave without pay but without loss of seniority may be granted at the discretion of the Company.

22.15 Maternity Leave

All full-time employees are entitled to the maternity leave as defined by Alberta Government legislation and regulations.

22.16 Paternity Leave

A full-time employee receives one (1) full day leave, with pay, when a child is born, when the birth occurs during a regularly scheduled work day.

22.17 Parental Leave

All employees are entitled to parental leave following the birth or adoption of a child as per Alberta Government legislation and regulations. Employees must give four (4) weeks notice to the employer of intent to extend maternity or parental leave.

22.18 Personal Leaves

It is the prerogative of the Company to grant a leave of absence. Any full-time employee may apply for a leave of absence without pay and without benefits. This application must be made in writing and must include a description of the circumstances surrounding the request. The Company must, except in extenuating circumstances, receive this request one (1) month prior to the desired leave commencement date and the Company shall respond to such request in writing within seven (7) calendar days of such request. If the Company grants leave, it will confirm the terms of the leave in writing with a copy to the Chief Shop Steward.

ARTICLE 23 – WAGE ADMINISTRATION AND PREMIUMS**23.01 Premiums**

Shift Premium	\$1.40/hour for all hours worked between 5:00pm and 6:00am. The premium will be \$1.45 in 2020, \$1.50 in 2021 and \$1.55 in 2022.
Night Shift Premium (Delivery Merchandisers Only)	\$1.30/hour - 2019 \$1.35/hour - 2020 \$1.40/hour – 2021 \$1.50/hour - 2022
Overnight Premium (Delivery Merchandisers Only)	\$23.00/night - 2019 \$24.00/night - 2020 \$25.00/night – 2021 \$25.00 /night - 2022
First Aid Premium	\$0.35/hour
Mileage	Business Kilometers for use of personal vehicle will be reimbursed as per company policy. (currently .42 cents, subject to change)
Lead Hand	Jan 1, 2019 \$2.00 per hour Jan 1, 2020 \$2.15 per hour

23.02 Lead Hand Premium

Other than Lead Hands in Production, Quality and Warehouse, all other Company designated Lead Hands are paid two (\$2.00) dollars per hour above the normal rate of their class. The rate only applies while the employee acts as a Lead Hand.

- January 1, 2020 - \$2.15 per hour as per above

23.03 Highway Transport Drivers

- (a) Three circumstances effect remuneration of Transport Drivers:
 - (i) Periods during which they are driving Transport Tractor-Trailers;
 - (ii) Periods of defined standing time. Standing time is defined as time waiting for loads that are not ready as scheduled and any time lost due to on route mechanical breakdown. Remuneration for such periods is at the standing rate. Note: Standing time does not include time prior to actual shift commencing.
 - (iii) Periods during which they are employed other than driving Transport Tractor-Trailers.
- (b) Remuneration for periods when they are driving Transport Tractor-Trailers are on a per kilometer basis (point-to-point mileage as determined, by agreement, by the driver and Fleet/Transport Manager). A mileage rate of thirty-six (\$0.36) cents per km is available to full-time Transport Drivers for kilometers driven in British Columbia. The three (\$0.03) cents per km rate is available for extended train kilometers.
- (c) The incentive mileage rate of (\$0.02) per km is available to full-time Transport Drivers. This rate is payable quarterly, and is in effect only on the basis of specific quarterly review by the Fleet/Transport Manager and is based on the driver's overall driving record, care of equipment, and other criteria measured during the quarterly review.
- (d) Remuneration for periods during which the drivers are employed other than driving Transport Tractor-Trailers at the standing rate.

23.04 General Wage Information

Job Title	1-Jan-19	1-Jan-20	1-Jan-21	1-Jan-22
Co-Pack	\$25.00	\$25.60	\$26.20	\$26.95
Label Operator, Downstream Operator, Forklift Operator, BIB - CO2 Filler, Sanitizer	\$29.50	\$30.10	\$30.70	\$31.45
Bottle Filler, Can Line Filler, Quality Control, Truck Shunter (Class 1 required)	\$30.08	\$30.68	\$31.28	\$32.03
Syrup Maker, Checker - Inventory Control, Shipper Receiver	\$30.80	\$31.40	\$32.00	\$32.75
Journey person Mechanics - Fleet and Line – No CVIP	\$40.05	\$40.65	\$41.25	\$42.00
Journey person Mechanics - Fleet and Line – With CVIP	\$42.55	\$43.15	\$43.75	\$44.50
Transport Driver Standing Rate (Class 1 required)	\$26.54	\$27.14	\$27.74	\$28.49
Transport Driver Per Kilometer (excluding BC km's)	\$0.34	\$0.345	\$0.345	\$0.35
Transport Driver Per Kilometer (BC km's)	\$0.36	\$0.37	\$0.37	\$0.38
Conventional, Full Serve Vending, Tailgate, Bulk Driver – Merchandiser (Class 1 required)	\$30.56	\$31.16	\$31.76	\$32.51
Full Time Driver - Merchandiser working as Chase – Helper (Class 1 required)	\$21.42	\$22.02	\$22.62	\$23.37
Full Time Chase/Helper Merchandiser	\$18.88	\$19.48	\$20.08	\$20.83
Relign Merchandiser	\$21.42	\$22.02	\$22.62	\$23.37
MEM Level I	\$40.05	\$40.65	\$41.25	\$42.00
MEM Level II	\$31.31	\$31.91	\$32.51	\$33.26
MEM Level III	\$28.34	\$28.94	\$29.54	\$30.29
MEM Level IV	\$25.77	\$26.37	\$26.97	\$27.72
MEM Equipment Mover (Class 1 required)	\$28.58	\$29.28	\$29.98	\$30.83
Lead Hand Production	\$32.08	\$32.83	\$33.43	\$34.18
Lead Hand Quality	\$32.80	\$33.55	\$34.15	\$34.90
Lead Hand Warehouse	\$31.50	\$32.25	\$32.85	\$33.60

(a) **RE: WAREHOUSE PROBATIONARY RATE / EMPLOYEES**

It is understood that employees hired (become regular full-time or seasonal) in the Warehouse or Production Departments after May 25th, 2019 shall be remunerated as follows:

Date of hire: 85% of the full job rate
After 12 months worked: 95% of the full job rate
After 24 months worker: 95% of the full job rate
After 36 months worked: 100% of the full job rate

- Current employees in the current step rates to receive the greater of the two systems

(b) New, seasonal or Probationary employees

- Drivers start at full rate
- Skilled Trades start at full rate
- Merchandisers start at full rate
- Co Pack starts at full job rate

ARTICLE 24 – PAYMENT OF WAGES

24.01 Pay Periods Defined

Each pay period shall be every week, starting on a Sunday morning and ending on a Saturday night.

24.02 Direct Deposit

The pay cheques shall be directly deposited into employees' accounts on the Thursday following the end of the pay period.

24.03 Pay Statements and Time Sheet Information

Pay statements will include all information required by Federal and Provincial Statutes. Upon request the Company will provide an employee with a copy of their hours worked for the week along with a record of their Kronos swipe times / time details for each day.

ARTICLE 25 – WORK CLOTHING

25.01 Work Clothing Point System

(a) The Company will supply to each employee (excluding Maintenance and Fleet) without cost as required by the employee during each year of this Agreement, the items of work clothing to the total points specified in the following schedule below. Inside Employees will make their requests for clothing in January each year. Outside Employees will make their requests for clothing in January and October of each year. The Company shall remit such orders to the supplier(s) immediately thereafter.

- Inside Employees 165 points
- Outside Employees 330 points

25.02 Expectations of Uniform Attire

Every employee to whom work clothing is provided under this Article is expected to wear such clothing during the employee's working hours.

25.03 Standard Coveralls

The Company will provide standard coveralls for the Maintenance and Fleet employees. It is also agreed that the Company will clean standard coveralls issued to employees listed in this Article.

ARTICLE 26 – MISCELLANEOUS

26.01 Fines and Load Limits

The Employer shall not compel any employee to operate a vehicle in excess of the legal load limits. If a driver is stopped by the police or at any scales, and is fined for being in excess of load limits, the Employer shall pay such fines. In addition thereto, if an employee is stopped by the Police or held up at the scales, due to overloading or any other reason involving the equipment he shall be paid for all such time at the applicable rate of pay.

26.02 Driver Training

All Drivers shall receive – DOT driver log books / rules and regulations training yearly from a competent trainer on Company paid time.

26.03 Driver Licence Issues

Should an employee's driver's licence be temporarily cancelled, suspended or restricted and the incident occurs outside working hours and not involve an Employer's vehicle, and said licence be required for the employee's work, the Company shall consider temporarily transferring the employee (which shall not be unreasonably denied), or other arrangement may be made by mutual agreement between the parties. This provision shall not apply in the event of a repeat offence for a Highway Safety Code or Criminal Code infraction. The employee thus reassigned shall not be able to exercise his seniority rights to displace any other employee and shall assume the working conditions of the position occupied.

An employee shall under any and all circumstances immediately notify the Employer if his driver's licence has been cancelled, suspended or restricted.

26.04 Licence or Certification Renewals

The Company agrees to pay for the CVIP certification and any renewals.

ARTICLE 27 – HEALTH AND WELLNESS**27.01 Health and Welfare**

- (a) The Company shall provide to its full-time employees The PepsiCo Beverages (Canada) ULC Insurance Plans to be administered in accordance with the rules and regulations of the Plans which are more fully described in the Plan Benefit literature. The Union acknowledges that any and all matters concerning amendments and changes to the Health and Welfare provisions of this Agreement shall not be the subject of a grievance and/or arbitration pursuant to this Agreement.
- (b) All eligible full-time employees may participate in The PepsiCo Beverages (Canada) ULC Flexible Benefit Plan as described in the online employee benefit portal.
- (c) Employees may participate in the Pension Plan for Employees of The PepsiCo Beverages (Canada) ULC – Part II Defined Contribution Plan, as described in the online employee pension portal.

27.02 Common Law and Same Sex Partners – Benefits

Subject to the plan requirements, the Company agrees that all common law and same sex partners are covered by all health and welfare benefits provided for in this agreement or by the Company.

27.03 Medical Exams

Employees who require a mandatory physical examination to maintain their license (and such is required for their daily work) will have the cost of the exam reimbursed provided a valid receipt/invoice is provided.

27.04 LTD Premiums

As of date of ratification of this agreement the Company agrees to pay one hundred percent (100%) of the LTD costs for the core 35% benefit, employees may top up the benefit at their own cost as per the plan rules.

ARTICLE 28 - TECHNOLOGICAL CHANGE OR NEW METHOD OF OPERATION

28.01 Process if Technological Change or New Methods Occur

- (a) If, during the life of this Agreement, the Company plans to introduce a technological change or new method of operations, which would have the effect of abolishing any existing classifications or jobs or creating new classifications or jobs, or which would result in the layoff of any employee, the Company agrees that it will meet with the Union within sixty (60) days prior to discuss the matter and attempt to resolve the problems created by such technological change or new method of operations, as well as to attempt to lessen the impact of technological change or new method of operations on the employees affected.
- (b) When the Company is considering the introduction of a technological change or new method of operation:
 - (i) The Company agrees to notify the Union ninety (90) days in advance of its intention and to update the information provided as new developments arise and modifications are made.
 - (ii) The foregoing, notwithstanding, the Company shall provide the Union at least sixty (60) days before the introduction of a technological change or new method of operation, with a detailed description of the project, it intends to carry out, disclosing all foreseeable affects and repercussions on employees.
- (c) Pertinent Information Included

The notice mentioned in (b) shall be given in writing and shall contain pertinent data including:

- (i) The nature of the change;
- (ii) The date on which the Company proposes to effect the change;

- (iii) The approximate number, type and location of employees who shall be affected by the change;
 - (iv) The effects the change shall have on the employees' working conditions and terms of employment;
 - (v) All other pertinent data relating to the anticipated effects on employees.
- (d) If an employee should be displaced from his job by reason of a technological change or new method of operation in the Company's operations and provided the employee has the necessary qualifications to perform the work available, after a reasonable period of training and familiarization.
- (e) An employee who is displaced from his job by virtue of technological change or new method of operation will be given the opportunity to fill other vacancies according to seniority and qualifications as per the posting procedure after a reasonable period of training and familiarization.
- (f) Should an employee be terminated or permanently laid off as a result of a technological change or new method of operation as referred to in this agreement or other reduction in the work force of a permanent nature, such employee shall receive severance pay as per Article 15.05.
- (g) No additional employee(s) shall be hired by the Employer to replace any employee(s) affected by the technological change or new method of operation, until the employee(s) already working and affected by the change, have been notified and allowed a training period to acquire the necessary knowledge or skill.
- (h) The Company will compensate for severance pay in a single lump sum payment, payroll extension or whole or partial deposit to a RRSP or similar account where the employee can verify that they have contribution room.

ARTICLE 29 - WOMEN'S ADVOCATE

29.01 Rights and Recognition of the Women's Advocate

The Company and the Union agree that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specific resources available to them in the community such as counselors or women's shelters to assist them in dealing with these or other issues and Company resources (such as Employee Family Assistance Programs, Pepsico Code of Conduct).

The parties agree to recognize a Unifor female member to be elected or appointed by the local union who will serve in the role of Women's Advocate. The Women's Advocate will meet with female members as individual needs arise to discuss problems with them in a private area provided for confidentiality.

Both employees must request advanced permission from their respective supervisors if discussions are necessary during working time.

ARTICLE 30 – DURATION

30.01 Agreement Duration

This agreement is in effect from January 1, 2019 and will remain in effect until December 31, 2022.

30.02 Revision of this Agreement

A party wishing to revise this Agreement must notify the other party in writing not less than sixty (60) days, and not more than one hundred and twenty (120) days prior to the expiry date. On delivery of such notice the parties must, within ten (10) days or such later time as may be mutually agreed, commence negotiations. During the period of negotiations, this Agreement remains in full force and effect. If notice is not given as above, this Agreement will automatically be renewed, from year to year, unless notice is given in accordance with this Section.

SCHEDULE "A"**Job Bidding Chart**

Department	Posted Positions	Job Title (Shift Bid)
Production	Production Lead Hand	Production Lead Hand
	Machine Operator	BL Filler, CL Filler
		BL Labeler, BL Downstream, BL Line Driver, CL Downstream, CL Line Driver, BIB Operator, CO2 Filler
		Copack Operator
Quality	Quality Lead Hand	Quality Lead Hand
	Syrup Maker	Syrup Maker
Warehouse	Warehouse Lead Hand	Warehouse Lead Hand
	Forklift Operator	Shipper, Checker, Inventory Control Transport, Picker, Rework, Crusher, Janitorial
Maintenance	Journey Person Mechanic – Line	
Transport	Shunter	
	Transport Driver Standing Rate (Class 1 required)	
Delivery	Conventional, Full Serve Vending, Tailgate, Bulk Driver – Merchandiser (Class 1 required)	
	Full Time Driver – Merchandiser working as Chase – Helper (Class 1 required)	
	Full Time Chase/Helper	
	Relign Merchandiser	
MEM	MEM Level 1	
	MEM Level 2	
	MEM Level 3	
	MEM Level 4	
	MEM Equipment Mover (Class 1 required)	
Fleet	Journey Person Mechanic - Fleet	

Should Sanitation become a job, that is performed regularly during the week on a weekly basis the job will be posted for selection as per 16.01 and shift bids.

Letter of Understanding #1

RE: VARIABLE PAY SYSTEM

(a) Process and Trial Period

The Company and Union agree that, following ratification of the Collective Agreement, to meet in order to review a plan for a “pay for performance” remuneration system within the Warehouse. The key principles which will guide the design of the new system shall be as set out below:

- (i) The Company will review the final system with the Union which will include a mix of wage and piece rates. Details regarding any issues shall be addressed through the Union board and the Company.
- (ii) The Company shall operate a three (3) month period wherein employees will be provided a side by side comparison of the newly proposed remuneration system and the current hourly rate.
- (iii) Following the three (3) month trial period should the majority of affected Union members (50% +1) vote for the new system the Company and Union shall work together to implement new design as soon as reasonably possible thereafter.

(b) Variable Pay

Description

The Dynamic Picking Standards (DPS) Variable Pay program (DPS Variable Pay) provides warehouse employees an opportunity to earn weekly payments in addition to their regular hourly rate.

Eligibility & Participation

The following employees who are performing DPS related tasks, a task in which performance can be measured in units of time in comparison to DPS (DPS Related Tasks), at a qualifying location are eligible for DPS Variable Pay:

- Permanent full-time and probationary Forklifts Operators performing more than 5 hours/week of DPS Related Tasks

The following employees who do not perform DPS Related Tasks are eligible for ONLY the Group-based Incentive, as defined below:

- Permanent full-time and probationary Forklift Operators performing more than 5 hours/week of picking replenishment tasks, where a Forklift Operators sole responsibility is to restock the pickface (Picking Replenishment Tasks)

Eligible employees will only earn weekly payments for the time spent performing DPS Related Tasks and Picking Replenishment Tasks from Sunday to Saturday each week (Measurement Period)

Amount

Individual-Based Incentive

Employees performing DPS Related Tasks will have their performance measured against DPS and receive additional payment as per the following schedule:

Weekly DPS Score	% Additional Payment Per Hour of DPS Related Work
<105	0.0%
>=105 and <110	1.0%
>=110 and <115	2.0%
>=115 and <120	4.0%
>=120	6.0%

Group-Based Incentive

If the group is picking >=105, on average, all employees who pick >= 105 will receive an additional incentive of 1.5% per hour.

Group-Based Incentive Example

Two employees performing DPS Related Tasks, where one achieved a 100 DPS score and the other achieved a 120 DPS score, resulting in a group average of 110 DPS. The first employee would not achieve an incentive payment because the employee is below the 105 requirement. The second employee would receive the 6% Individual-Based Incentive plus the 1.5% Group-Based Incentive for a total of 7.5%.

For the same weekly DPS Score Achievement of >=105, Forklift Operators performing Picking Replenishment Tasks will receive an additional 1.5% per hour.

Cases per Hour (CPH) when DPS is Unavailable and Unreportable

If, for whatever reason, DPS is unavailable and unreportable to any employee performing DPS Related Tasks for a period longer than 8 consecutive hours in any given week, that employee's weekly performance will be measured by CPH. If the employee achieves a performance greater than the 12-month rolling average CPH of the site, that employee receives 3.0% per hour of DPS Related Tasks. There will be no Group-Based Incentive if DPS is unavailable and unreportable.

Calculation

Employees performing DPS Related Tasks will be measured against DPS and results will be tracked and confirmed on a weekly basis. Calculation of payment (if any) will be as follows:

$$\begin{array}{r} \text{Employee hourly base pay rate} \\ \times \\ \text{Number of hours measurable against DPS} \\ \times \\ (\% \text{ Individual-Based Incentive} + 1.5\% \text{ Group-Based Incentive,} \\ \text{if average group performance} \geq 105) \end{array}$$

Example: A Forklift Operator makes \$28/hr, works 40 hours in a week, 30 hour performing DPS Related Tasks and achieves a weekly DPS score of 113.0. The group weekly DPS score was 106.0.

$$\text{Additional weekly payment} = \$28/\text{hr} \times 30 \text{ hrs} \times (3.0\% + 1.5\%) = \$37.80$$

Payment And Timing

Payment is made by direct deposit, two weeks following the Measurement Period on the employee's regular paycheck (one-week lag).

The Company reserves the right to cancel/eliminate/adjust this program in its whole or in any part at any time during the cycle of this agreement.

Letter of Understanding #2

RE: SKILLED TRADES COMMITTEE

- (a) The parties agree to a one (1) year trial period of this LOU, should either party wish to discontinue the LOU they shall give notice in writing after the one (1) year trial period expires.

- (b) Such committee shall be made up of two (2) representatives from Management responsible for Skilled Trades, and two (2) Skilled Trades members appointed or elected by the Union, and one (1) of which will be the Skilled Trades Representative. A meeting will be held each quarter. Employees shall be paid for all time spent on such committee. Committee meetings will include information exchange and discussions on topics related to:
 - (i) New Technologies
 - (ii) Skilled Trades Training
 - (iii) Upcoming planned work or future installations.
 - (iv) Any outsourcing or subcontracting activities.
 - (v) Apprenticeship opportunities based on future attrition and Skilled Trades manpower needs.

- (c) Agreed upon minutes will be taken and made available to the committee members. Either party can submit items to the agenda, to be discussed at the monthly meeting, at least one (1) week in advance of the meeting.

Letter of Understanding #3

Re: ACCOUNT MERCHANTISERS (CHASE MERCHANTISER)

Current probationary Merchandisers and newly hired Merchandisers shall not be considered bargaining unit members as per Article 2.01 and Article 2.08 and thus shall not benefit from any part of the Collective Agreement until they have completed fifteen hundred (1500) hours worked within a given twelve (12) month period.

Letter of Understanding #4

RE: TWELVE (12) HOUR WORK SCHEDULE

- (a) The parties agree to discuss and develop a twelve (12) hour work schedule, and in consideration of such, both parties agree to act reasonably and in good faith.

- (b) Either party by request of the other shall convene the bargaining committees (or Union Executive) and enter into discussions and negotiations for a twelve (12) hour work schedule. Should the parties reach an agreement on a twelve (12) hour work schedule then such agreement must be reduced to writing and be ratified by the Local Union Membership.

Letter of Understanding #5

RE: LONG TERM INVESTMENT

The Company and the Union share the common objective of achieving the ongoing economic viability, of the Company's Calgary operations. Further to this, the Company and the Union recognize the efficiency and productivity shall be tantamount importance. To this end, the parties agree that continued investment in leading-edge technologies, processes, and products shall be key in facilitating stable secure employment into the future. The ability to attract this investment is subject to many factors, including market conditions and predicted upon each facility's ability to maintain a competitive position as a producer and distributor.

Therefore the parties agree as follows:

The local Calgary team shall share this letter and its intent with the Company leadership team in recognition of the employees and union's desire to attract investment and ensure the ongoing viability and growth of the Calgary facility.

The Company also agrees to meet with the Union Committee should the possibility of investment in the Calgary facility be in consideration. The parties agree to discuss and work together in identifying any barriers to selection and explore situations, in order to best position the Calgary facility to gain such investment.

IN WITNESS WHEREOF, we, the undersigned, have as the accredited representatives of the respective parties to this Agreement here unto set our signature this 24th day of May, 2019 at Calgary, Alberta:

For the Company:

For the Union:

[Redacted signature line]

Steve Totten
National Labour Director, Canada

Todd Romanow
National Representative, Unifor

[Redacted signature line]

Tracy Pack
Human Resources Director

Val Walker
President, Unifor Local 1410

[Redacted signature line]

Allrio Briceno
Plant Director, Calgary, AB

Terry Stewart
Vice President, Unifor Local 1410

[Redacted signature line]

Mark Northgrave
Regional Sales Director, AB

Brian Crowe
Chief Shop Steward, Unifor Local 1410

[Redacted signature line]

Phil Harris
Unit Sales Manager, Calgary, AB

James Baker
Recording Secretary, Unifor Local 1410

[Redacted signature line]

Marc Richard
Production Manager, Calgary, AB

Derek Sharun
Financial Secretary, Unifor Local 1410

[Redacted signature line]

Jennifer Hill
Human Resources, Southern AB

John Beekman
Member at Large, Unifor Local 1410