

**COLLECTIVE AGREEMENT**

**STARBUCKS COFFEE CANADA, INC. (CALGARY MILLRISE CENTRE)**

**(The Employer)**

**AND**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED  
STEELWORKERS), LOCAL 1-207**

**(The Union)**

**E&OE**

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## **ARTICLE 1 – Purpose of Agreement**

### **1.1**

The purpose of this Agreement is to set forth terms and conditions of employment relating to rates of pay, hours of work, and other working conditions affecting Employees and to provide for a means of settling disputes and grievances.

### **1.2**

The purpose of this Agreement is also to promote, maintain, and honour a harmonious relationship between the Employer, the Union, and Employees.

## **ARTICLE 2 – Definitions & Interpretation**

### **2.1**

The following definitions apply to this Agreement:

- a) **“Agreement”** means this collective agreement.
- b) **“Employees”** mean employees of the Employer represented by the Union at the Store commonly referred to as “Partners”.
- c) **“Employer”** means Starbucks Coffee Canada, Inc.
- d) **“Management”** means District Manager, Store Manager or Assistant Store Manager.
- e) **“Parties”** mean the Union and the Employer, and **“Party”** means either of them.
- f) **“Store”** means the Employer’s Millrise Centre store.
- g) **“Union”** means the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers),  
Local 1-207.
- h) **“Union Representative”** means a shop steward elected under this Agreement.

### **2.2**

Where defined terms are used in the plural they will also be read in the singular and *vice versa*, as the case may warrant.

## **ARTICLE 3 – Recognition**

### **3.1**

The Employer recognizes the Union as the bargaining agent on behalf of all Employees covered by Certificate No. C2048-2022, as issued by the Alberta Labour Relations Board.

### **3.2**

Employees hired and working at the Calgary Millrise Centre store shall work exclusively at the foregoing location and no employees from other stores shall work at the Calgary Millrise Centre store.

### **3.3**

Nothing in this Agreement shall preclude a Store Manager, Assistant Store Manager, or District Manager from performing work assigned to a Barista or Shift Supervisor at the Millrise Centre store.

## **ARTICLE 4 – Management Rights**

### **4.1**

The Union recognizes and agrees that the Employer exclusively retains all rights, powers, and authority not expressly limited by the terms of this Agreement, including, but not limited to, the following:

- a) Maintaining order, discipline, and efficiency, and the right to discipline, suspend, or discharge (terminate) Employees;
- b) Making or altering, from time to time, rules, regulations, policies, and procedures to be observed by Employees;
- c) Determining the location of operations and the expansion, curtailment, or discontinuance of operations;
- d) Scheduling operations, shifts, and rotations, including overtime and shift start and end times;
- e) Determining job content, duties, and quality and quantity standards;
- f) Determining levels of training required and use of methods, technology, machinery, and equipment;
- g) Determining the nature and type of services to be provided by the Employer together with the number of Employees required to perform those services;
- h) Organizing and re-organizing the work and duties of Employees;
- i) Creating new positions, classifications, status, and work units with prior notification to the Union;
- j) Declaring positions, classifications, status, or work units redundant upon prior notification to the Union;
- k) Directing, selecting, hiring, promoting, and transferring Employees;
- l) Assigning Employees to positions and shifts, including rotating shifts;
- m) Determining an Employee's qualifications, skill, efficiency, and fitness for duty;
- n) Managing performance and absenteeism;

- o) Investigating Employee misconduct, including searching the Employee's personal property, locker, and equipment. The Employer may also search Employee's with their consent;
- p) Scheduling, demoting, classifying, laying off, and recalling Employees; and
- q) Determining and exercising all other rights at common law that are not inconsistent with the terms of this Agreement.

#### 4.2

Nothing in this Agreement prevents the Employer from employing part-time or casual Employees.

#### 4.3

Failure by the Employer to exercise any of its management rights will not be considered to be an abandonment or waiver of those rights or estop the Employer from exercising those rights.

### **ARTICLE 5 – Union Representation and Dues**

#### 5.1

Neither the Employer nor the Union will discriminate against any Employee because the Employee is or is not a member of the Union.

#### 5.2

The Union may elect and where necessary appoint two Employees as shop stewards to act as Union Representatives. The Union acknowledges that a shop steward has regular duties to perform as an Employee and that a shop steward must not leave those regular duties for the purpose of conducting business in connection with the administration of this Agreement or the investigation or presentation of grievances, without first obtaining the permission of Management.

#### 5.3

The Employer must, upon receipt of written authorization from the Employee of the Employee's wish to have the Employer deduct union dues from the Employee's wages, deduct union dues from the Employee's wages. Upon receipt of written revocation of an authorization to deduct union dues, the Employer must immediately give a copy of the revocation to the Union and discontinue the deduction.

#### 5.4

As applicable, the Union will advise the Employer, in writing, of the amount of dues to be deducted from each Employee's pay where the Employee authorizes such deduction. The following conditions shall apply when union dues are authorized by an Employee to be deducted from their wages:

- a. Such deduction shall appear on each employee's annual Statement of Remuneration (T4 slip);
- b. The Employer shall forward to the Union the total amount so deducted with an itemized statement of same in duplicate within ten (10) working days of the date of the payroll on which the deduction is made.

- c. Total earnings shall be deemed to include base rate earnings including vacation pay, statutory holiday pay, overtime pay, call-in and reporting pay, but shall not include any Workers' Compensation payments, and payments under any benevolent, sickness or accident plans;

**5.5**

The Union will advise the Employer of changes to the dues structure or deductions by providing at least 30 days' notice in writing prior to the effective date of any changes.

**5.6**

As applicable, the Employer will deduct the dues each pay period and will remit them to the Union prior to the 15th of the following month and will provide a list of dues deducted to the Union.

**5.7**

The Union agrees to indemnify and save harmless the Employer from any claim, demand, action, or liability from the application of this Article.

**5.8 Humanity Fund**

The Employer must, upon receipt of written authorization from the Employee of the Employee's wish to have the Employer deduct on a bi-weekly basis the amount of two (2) cents per hour from their wages for all hours worked to pay the amount so deducted to the Union's "Humanity Fund". and to forward such payment to:

United Steelworkers  
National Office  
234 Eglinton Avenue E., 7<sup>th</sup> Floor  
Toronto, Ontario  
M4P 1K7

and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all Employees on whose behalf such payment has been made.

It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the "Humanity Fund": R119172278 RR 0001.

The Union shall indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of any actions taken by the Employer in compliance with this article in its entirety.

Upon receipt of written notice by an Employee to stop or opt in to making payment to the Humanity Fund, the Employer shall provide a copy to the Union of the written revocation or opt in and discontinue or commence the deduction within thirty (30) days thereof.

## **ARTICLE 6 – Commitment to a Respectful Workplace**

Discrimination and harassment are prohibited at Starbucks. Any alleged discrimination, harassment or sexual harassment shall be address in accordance with provisions in the Partner Guide, as amended by the Employer from time to time.

## **ARTICLE 7 – Labour and Management Relations**

### **7.1**

The parties included in this agreement will form a Labour Management Relations Committee of two (2) members appointed by the Employer and of two (2) members appointed by the Union.

### **7.2**

The first meeting shall be held as soon as practicable after the ratification of the collective agreement and the appointment of the Union Representatives. Meetings will continue for the life of this agreement, after the initial meeting on an not more frequent basis than once every 3 months, unless for an urgent matter. Either party may submit issues for discussion one week prior to the meeting.

### **7.3**

The committee will be responsible to record minutes of meeting; minutes shall be approved by both the Union and the Employer.

## **ARTICLE 8 – Discipline and Discharge (Termination)**

### **8.1**

Discharge (termination) may be with or without just cause.

### **8.2**

Discipline will be for just cause.

### **8.3**

Without limiting the generality of the foregoing, just cause may include:

- a) Illegal conduct;
- b) Willful wrongdoing;
- c) Insubordination or insolence;
- d) Deliberate neglect of duty;
- e) Poor performance;
- f) Failure or refusal to abide by the requirements of the Employer's rules, regulations, policies, practices, and/ or procedures (including health and safety procedures);
- g) Culpable absenteeism;

- h) Harassment or violence in the workplace;
- i) Theft, dishonesty, or breach of trust; and
- j) Such other misconduct as determined by the Employer.

**8.4**

Discipline may include warnings, suspensions (paid or unpaid), demotions, or other consequences reasonably determined by the Employer.

**8.5**

Nothing prevents the Employer from pursuing the Employee's immediate suspension or immediate discharge (termination) for just cause for a first instance of misconduct.

**8.6**

Discharge (termination) without just cause will be with termination notice, pay in lieu of notice, or a combination thereof. Where employment is terminated without just cause, the Employee will be provided the minimum termination notice, pay in lieu of notice, or combination thereof required by the *Employment Standards Code* and the provision of the minimum termination notice, pay in lieu of notice, or combination thereof required by the *Employment Standards Code* constitutes full and final satisfaction of all rights or entitlements which the Employee may have arising from the termination of employment. Without just cause discharge (termination) may be subject to grievance, but cannot proceed to arbitration.

**8.7**

Discharge (termination) with just cause will be without termination notice, pay in lieu of notice, or combination thereof.

**8.8**

An Employee will be deemed to have voluntarily resigned if the Employee does not show up for the Employee's shift without the approval of the Employer for two (2) consecutive shifts, except in extenuating circumstances as determined reasonable by the Employer.

**8.9**

An Employee will be advised of the right to have a Union Representative present, when discipline or discharge (termination) occurs.

**8.10**

Where a Union Representative is not available (upon Employee request) or the Employee elects not to request a Union Representative present, the absence of a Union Representative does not affect the Employer's right to impose discipline or discharge (termination) and in and of itself cannot be used to request an arbitrator to amend or overturn any discipline or discharge (termination).

**8.11**

In the event of a claim that an employee has been disciplined unjustly or unreasonably by any means other than discharge, the grievance shall be filed at Step 1 of the grievance procedure.

**8.12**

In the event of a claim that an employee has been discharged unjustly or unreasonably, the grievance shall be filed at Step 2 of the grievance procedure within ten (10) working days.



### **8.13**

Any discipline on an Employee's file shall be removed from their file, upon written request by the Employee after thirty-six (36) months, provided that the Employee has not received any subsequent discipline.

## **ARTICLE 9 – Grievances and Arbitration**

### **9.1**

A grievance is defined as a written complaint regarding any difference concerning the interpretation, application, operation, or contravention/ alleged contravention of this Agreement. Any grievance must be settled without stoppage of work or refusal to perform work in accordance with the procedures set out in this Article.

### **9.2**

All time limits set out in this Article are mandatory. If a grieving Party does not issue the grievance/advance the grievance, as applicable, within the time limits specified, the grievance will be deemed to be abandoned and in-arbitrable, and all rights of recourse to the grievance procedure will be terminated. However, the time limits in this Article may be extended upon agreement of the Parties. If the responding Party fails to comply with any of the time limits specified in this Article, the grievance will automatically move to the next step, unless the Parties have mutually agreed to time extensions.

### **9.3**

Grievances will be handled in the following manner:

#### **Step 1: Informal**

An Employee with any grievance will first attempt to resolve it informally between the Employee and Management, with or without a Union Representative.

If a dispute involving the suspension or discharge (termination) of an Employee occurs, it will be submitted at Step 2 of this Article. If an Employer grievance, it will be submitted at Step 2 of this Article.

#### **Step 2: Formal**

Failing to resolve the grievance through Step 1, the grieving party, whether the Union or the Employer, must submit the grievance in writing within 10 days following the date of being aware of the incident or matter, or ought to have been aware of the incident or matter, to the Store Manager or a Union Representative (as the case may be) specifying the nature of the grievance, the provision(s) of this Agreement upon which the grievance is based, and the proposed resolution.

Upon receipt of the written grievance, the Parties (and any affected Employee) will meet to discuss the grievance within 10 days, and the responding Party will respond in writing within 15 days of that meeting. If the matter is not settled to the satisfaction of the grieving Party by the time required for the grievance response, then Step 3 may be invoked in writing within a further 10 days (commencing on the expiry of the 15 day response deadline).

### **Step 3: Formal**

Failing to resolve the grievance through Step 2, the grieving Party will submit the grievance in writing to the District Manager or designate or the Union Local Representative or designate (as the case may be). Upon receipt, the Parties (the District Manager and Union Local Representative, or their designate) and any affected Employee will meet to discuss the grievance within 10 days, and the responding Party will respond in writing within 15 days of that meeting. If the matter is not settled to the satisfaction of the grieving Party by the time required for the grievance response, then Step 4 may be invoked in writing within a further 15 days (commencing on the expiry of the 15 day response deadline).

### **Step 4: Arbitration**

The Party referring the grievance to Arbitration must notify the other Party (District Manager or designate or the Union Local Representative or designate (as the case may be) in writing of its intention to do so and include the name of its proposed Arbitrator.

The Parties will attempt to agree upon a sole Arbitrator to hear the grievance. Should the Parties fail to agree upon an Arbitrator, either Party may ask Alberta Mediation Services to appoint an Arbitrator.

If the Parties are in agreement, the dispute may be heard by a Board of Arbitration instead of a single Arbitrator. The Arbitration Board will consist of 3 Arbitrators, 1 appointed by each of the Parties who together will select the third, who will act as Chair. The grieving Party must appoint its nominee and notify the other Party of the appointment within 10 days of giving the notice to submit the grievance to arbitration. In the event that the other Party does not appoint its nominee within 10 days of receiving notice of the grieving Party's appointment, the grieving Party may request Alberta Mediation Services to appoint a nominee on behalf of the other Party. In the event the two (2) nominees appointed cannot, within 10 days, select a third Arbitrator who is willing to serve as Chair, either Party may request Alberta Mediation Services to appoint the third Arbitrator who will act as Chair.

Once appointed, the Arbitrator or Arbitration Board will proceed as soon as practicable to schedule the arbitration.

In the case of an Arbitration Board, the majority or unanimous decision of the Arbitration Board is binding on the Parties and any affected Employee. In the event that a majority decision is not reached by the Arbitration Board, the decision of the Chair will be deemed to be the decision of the Arbitration Board and is binding on the Parties and any affected Employee.

Fees and expenses of the single Arbitrator or Chair of the Arbitration Board will be shared equally by both Parties to the grievance. Each Party is responsible for the fees and expenses of its nominee to any Arbitration Board.

No matter may be submitted to Arbitration that has not been properly carried through the required steps of the Grievance Procedure.

Any step of the Grievance Procedure may be waived by mutual agreement in writing between the Parties.

**9.4**

The single Arbitrator or Arbitration Board must not make any decision inconsistent with the provisions of this Agreement or which would alter, amend, or modify any part of this Agreement. The single Arbitrator or Arbitration Board cannot adjudicate any matter not specifically grieved in the grievance submitted.

**9.5**

At any time, the Parties may agree to resolve the grievance to non-binding mediation instead of or in addition to arbitration. Upon agreement by both Parties, the grievance may be referred to a mediator chosen by both Parties. The Parties will share equally in the fees and expenses of the mediator.

**ARTICLE 10 – Modified Duties and Independent Medical Examinations**

**10.1**

When an Employee is unable to perform the duties of the Employee's position by reason of disability, the Employer will provide reasonable accommodation as required by the Alberta Human Rights Code. Any such accommodation or modification of duties must still enable the Employee to perform all essential job functions, and must be supported by documentation from the Employee's attending physician or medical specialist.

**10.2**

The Employer may require an employee to attend an Independent Medical Examination ("IME") by a medical specialist chosen by the Employer in circumstances determined appropriate by the Employer. The costs of the IME shall be borne by the Employer.

**ARTICLE 11 – Workplace Health and Safety**

The parties will comply with Alberta's Occupational Health and Safety Act, Code and Regulations as amended from time to time.

**ARTICLE 12 – Probationary Period**

**12.1**

Employees will be on probation for the first 90 days of employment with the Employer.

**12.2**

An Employee's employment may be terminated by the Employer during the probationary period when the Employee's performance and/ or behaviour is not satisfactory to the Employer, and no termination notice or pay in lieu of notice to the Employee will be owing.

**12.3**

Probationary discharge (termination) may be subject to grievance, but cannot proceed to arbitration.

## **ARTICLE 13 – Payment of Earnings**

### **13.1**

Employees will be paid according to the classifications and wage scale attached as Schedule "A" to this Agreement.

### **13.2**

Employees will be paid pursuant to the Employer's payroll practices, as amended and/or revised from time to time and provided with pay statements in accordance with the Employer's Partner Guide, as amended from time to time.

### **13.3**

Withheld from earnings will be all mandatory deductions, union dues (subject to the provision of Article 5.4 **Union Representation and Dues**), as well as an Employee's share of the premiums payable in accordance with the terms and conditions of any group benefit plans as amended from time to time (as and if applicable).

### **13.4**

If an Employee has been incorrectly overpaid, the Employer may deduct the overpayment amount from Employee earnings.

### **13.5**

Upon termination of employment, payment of earnings will be administered in accordance with the *Employment Standards Code*.

### **13.6**

Nothing in this Agreement prevents the Employer from providing additional bonuses or benefits to Employees, in the Employer's sole discretion.

## **ARTICLE 14 – Overtime Hours and Overtime Pay**

### **14.1**

Overtime hours are:

- a. The total of an Employee's hours of work in excess of 8 on each workday; or
- b. An Employee's hours of work in excess of 44 hours in the Work Week, whichever is greater, and, if the hours in clauses (a) and (b) are the same, the overtime hours are those common hours.

### **14.2**

All overtime hours worked must be authorized in advance by Management.

### **14.3**

Authorized overtime hours worked will be compensated at an overtime rate of pay equal to one and one half (1 ½) times the Employee's regular hourly wage.

## **ARTICLE 15 – Annual Vacation Entitlement**

### **15.1**

Employees are entitled to annual vacation time and annual vacation pay, according to their completed years of consecutive service, calculated from their date of hire, as follows:

<b>Completed Months of Service</b>	<b>Annual Vacation Pay Accrual</b>	<b>Annual Vacation Time</b>
0 to less than 60 months	4%	2 weeks
60 or more months	6%	3 weeks

- a) Vacation pay matches the rate of pay the partner earns at the time of vacation.
- b) Accrued vacation pay may be taken as paid time off after six (6) months of continuous employment.
- c) Vacation accrual will be pro-rated based on hours worked.
- d) Vacation pay will continue to accrue until it is taken as paid time off. Any accrued vacation pay will be paid out upon termination of employment.

### **15.2**

Employees must request vacation time off in writing or via the Employer's vacation scheduling application (app) no less than 21 days in advance in order for the Employer to plan for the absence. Vacation requests shall be decided by the Employer on a first-come basis subject to operation efficiencies as determined by the Employer. If the Employer and Employee are unable to agree on a mutually satisfactory date to start the Employee's vacation, the Employer must give the Employee at least 2 weeks' written notice of the date on which the Employee's vacation is to start, and the Employee must take the vacation at that time.

### **15.3**

Vacation time off requests must be for a complete day or days.

## **ARTICLE 16 – General Holidays and General Holiday Pay**

### **16.1**

Under this Agreement, the following 9 days are recognized as General Holidays:

- a) New Year's Day;
- b) Alberta Family Day;
- c) Good Friday;
- d) Victoria Day;
- e) Canada Day;
- f) Labour Day;

- g) Thanksgiving Day;
- h) Remembrance Day; and
- i) Christmas Day.

#### 16.2

An Employee's eligibility and pay, if any, for General Holidays/ General Holiday Pay will be in accordance with the *Employment Standards Code*.

### **ARTICLE 17 - Time Away from Work (Leaves of Absence)**

#### **17.1 Time Away from Work**

Employees shall be eligible for leaves of absence (Time Away from Work) in accordance with the Employer's Partner Guide as amended from time to time by the Employer in its sole discretion (except General Holidays and Annual Vacations which are subject to this Agreement).

Employees are entitled to the unpaid leaves provided in accordance with the *Employment Standards Code* as amended from time to time. A list of the eligible unpaid leaves are specified in Appendix B to this Agreement.

#### **17.2 Union Leave of Absence**

The Union may request an unpaid leave of absence for an employee who has been elected or appointed by the Union as Union Representatives. Such requests will be approved, subject to operational requirements, provided they meet the following criteria:

- a) At any given time, a maximum of one employee may be approved for a leave for a legitimate union leave of absence, except for the purposes of collective bargaining when two employees may be approved for such leave;
- b) the Union has submitted the requests to the Employer in writing, with no less than 21 days' notice;
- c) the absence is for the purpose of:
  - i. attending a union convention, training or school for purposes related to administration of the collective agreement;
  - ii. collective bargaining; or
  - iii. settling a grievance with the Employer when such settlement cannot occur outside of the employee's regular works of work.

If a request for union leave of absence is approved, the Employer agrees to provide the Union with a Wage Rate Verification form or Record of Employment to facilitate wage reimbursement by the Union directly to the employee(s). The Union shall be responsible for reimbursement of wages and Employer benefit premiums during the leave of absence.

## **ARTICLE 18 – Benefits**

### **18.1**

The Employer shall provide eligible Employees (in accordance with the terms of the group health and medical plans as amended from time to time by the Employer) access to group health and medical plans.

### **18.2**

The Employer reserves the right to manage and change the details of all group health and medical benefit plans, including providers, apportionment of the percentage of premium costs as between the Employer and Employee for any of the foregoing plans, termination of group health and medical benefit plans/ benefits, and any constituent element. The Employer shall provide the Union with notice of any substantial change to the foregoing group health and medical benefit plans.

### **18.3**

Both the Employer and eligible Employees will bear their apportioned percentage of the premium costs of the group health and medical benefit plans as amended from time to time by the Employer.

### **18.4**

No dispute arising under or related to group health and medical benefit plans will be subject to the grievance and arbitration procedures.

### **18.5**

The Employer shall also provide eligible Employees with Partner Benefits as referenced in the Employer's Partner Guide, as amended by the Employer in its sole discretion from time to time.

## **ARTICLE 19 - Bulletin Board**

The Employer agrees to provide an appropriately sized bulletin board in the backroom for the purpose of union communication. Any union communication or postings shall be limited to notices that relate to contract negotiation, administration matters and/or union events. All communication must adhere to Starbucks standards as outlined in the Partner Guide and shall be pre-approved by the Employer prior to posting.

## **ARTICLE 20 - Layoffs & Recall**

### **20.1**

Employees may be temporarily laid off for a period up to two (2) years.

### **20.2**

In laying off Employees and in recalling Employees from layoff, the Employer will consider the present ability and capability of the Employees to perform the available work.

### **20.3**

Where a shift is cancelled or ends early for any reason whatsoever on a particular day for

operational reasons it shall not be considered a lay-off unless so determined in the sole discretion of the Employer.

**20.4**

Recall from layoff will be attempted first by email and if an Employee does not respond within two (2) business days, the Employee will be advised in writing by registered mail to the last address they made known to the Employer in writing. Registered mail shall be deemed to have been delivered to the Employee within five (5) business days of the recall notice being mailed by the Employer to the Employee. It is the responsibility of the Employee to keep the Employer informed at all times of their current email and address.

**20.5**

All recall rights shall be forfeited, and the Employer shall not be obliged to recall an Employee:

- a) When the Employee resigns or retires;
- b) When the Employee does not return to work on recall within three (3) work days of the stated reporting date;
- c) Upon expiry of two (2) years following lay-off during which time the Employee has not been recalled to work; or
- d) The Employer elects to provide the Employee with termination pay in lieu of recalling the Employee.

**20.6**

If an Employee has not been recalled within two (2) years from the date of lay-off, the Employee shall be entitled to termination pay in accordance with the *Employment Standards Code*. Severance pay will not be paid to an Employee who resigned, retired, failed to return to work when recalled, or whose employment was properly terminated.

**ARTICLE 21 – No Strike or Lockout**

**21.1**

The Union agrees that it will not cause, authorize, sanction, or permit Employees to cause a strike or engage in any strike action, work slowdown, or stoppage of work while this Agreement is in force.

**21.2**

The Employer agrees that it will not authorize or engage in any lockout while this Agreement is in force.

**21.3**

Any Employee who participates in any illegal strike action, illegal picketing, work slowdown, or work stoppage may be subject to discipline and/ or discharge (termination).

**ARTICLE 22 – General**

**22.1**

This Agreement is governed by the laws of Alberta.



22.2

In the event that any articles or portions of this Agreement are determined to be invalid or unenforceable by a body with competent jurisdiction, such decision will not invalidate any portions of this Agreement other than those directly specified by such decision to be invalid or otherwise unenforceable and the remainder of this Agreement continues in full force and effect.

22.3

This Agreement is the entire agreement between the Parties with respect to its subject matter. However, this Agreement may be amended at any time by written agreement of the Parties.

22.4

It is understood that events which result from an Act of Nature, Pandemic, breakdown of operations, strike or labour dispute or for any reason beyond the control of the Employer, the provision of proper notice scheduling and other similarly impacted items in the Agreement may not apply.

**ARTICLE 23 – Term**

23.1

This Agreement will be in effect from Date of Ratification through to July 31, 2026 and from year to year thereafter, but either Party may, not less than 60 days and not more than 120 days before the expiry date, give notice in writing to the other Party of a desire to commence collective bargaining.

23.2

Should either Party give written notice, this Agreement will continue in full force and effect until a strike or lockout occurs, the Union's bargaining rights are terminated, or a new collective agreement is concluded.

Signed this 4th day of August, 2023.

For the Union  
(USW Local 1-207)

For the Employer  
(Starbucks Coffee Canada)

Tara Cavanagh

Kate Fenton

Shelby Antymis

Thomas Peeters

Jacob Dickensheid

**APPENDIX A – Wages**

<b>Start Rates</b>	<b>BARISTA</b>	<b>SHIFT SUPERVISOR</b>
Date of Ratification	\$17.00	\$21.10
August 15, 2024	\$17.17	\$21.31
August 15, 2025	\$17.34	\$21.52

*No Bargaining Unit Member shall receive less than the current Start Rate in effect for any given year. Bargaining Unit Members who have less than 90 days of active employment with the Employer immediately prior to any general wage increase listed below shall not be entitled to a general wage increase until the following year.*

*Bargaining Unit Members who have been actively employed for ninety (90) calendar days with the Employer as at the dates listed below will receive a general wage increase to their existing hourly rate of pay, as follows:*

Date of Ratification:	5%
August 1, 2024	2.5%
August 1, 2025	2.5%

## **APPENDIX B – List of Leave of Absences**

- Sick Time
- Medical/Illness or injury
- Compassionate Care & Family Caregiver
- Critical Illness
- Maternity, Parental & Adoption
- Personal Leave
- Military/Reservist
- Domestic or Sexual Violence
- Career Coffee Break
- Jury Duty
- Bereavement Leave
- Citizenship ceremony
- COVID-19 related leaves
- Death or disappearance of a child

This list is accurate as of the ratification date; up to date leave information can be found in the Partner Guide and the Alberta Employment Standards website.

<https://www.alberta.ca/employment-standards.aspx>