

Collective Agreement

Between:

**Federated Co-operatives Limited
Edmonton, Alberta**

And:

**Miscellaneous Employees,
Teamsters Local Union 987 of Alberta
Edmonton, Alberta**

1st Day of September, 2016 to 31st Day of August, 2020

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SEPTEMBER 1, 2016 TO AUGUST 31, 2020

AGREEMENT BETWEEN:

MISCELLANEOUS EMPLOYEES TEAMSTERS LOCAL UNION 987 OF ALBERTA, with Head Office in City of Calgary, Alberta, hereinafter referred to as the “Union”

AND:

FEDERATED CO-OPERATIVES LIMITED, Edmonton, Alberta, with Head Office in the City of Saskatoon, Saskatchewan, hereinafter referred to as the “Co-operative”.

It is hereby agreed by and between the above-mentioned parties that:

ARTICLE 1 - PURPOSE

1.01 In consideration of the mutual value of joint discussions and negotiations of all matters pertaining to Co-operative employee relations, the purpose of this Agreement is to promote the viability of the Co-operative and its retail member-owners, elevate the trade and promote peace and harmony between the Co-operative and its employees; also to facilitate the peaceful adjustment of any disputes and grievances to prevent strikes and lockouts, waste, avoidable and unnecessary delays.

ARTICLE 2 - SCOPE

2.01 The following terms and conditions shall govern all employees engaged or employed in a Warehouse at 13232 - 170th Street or in a Feed Plant at 1818 - 121st Avenue N.E. excluding office staff and persons with a right to hire and fire. Out-of-scope employees will not normally perform the work considered jurisdiction of the Bargaining Unit.

ARTICLE 3 - MEMBERSHIP

3.01 Every employee who is now, or hereafter becomes, a member of the Union, shall maintain his/her membership in the Union as a condition of his/her employment. Every new employee in accordance with Article 2, whose employment commences hereafter shall, within thirty (30) days from the commencement of his/her employment apply for and maintain his/her membership in good standing in the Union, as a condition of employment.

ARTICLE 4 - RIGHTS OF MANAGEMENT

- 4.01** The management and planning of the Co-operative's business is vested exclusively in the Co-operative, including the right to hire, to promote, to discharge for just cause, to transfer, to demote, to lay-off and rehire.
- 4.02** The Co-operative shall assess the relative merit, ability and fitness of the employee. However, the exercise of any rights listed or not listed in this section shall in no way limit, void or affect any of the provisions of this Agreement and shall at all times be subject to the Grievance Procedure as set out herein, under Article 16.
- 4.03** The foregoing enumeration of Management's rights shall not be deemed to exclude other functions not specifically set forth. The Co-operative, therefore, retains all rights not otherwise specifically covered by this Agreement.

ARTICLE 5 - DEDUCTIONS

- 5.01** Upon written request from the employee, the Co-operative agrees to deduct and pay to the Secretary-Treasurer of the Union, on or before the fifteenth (15th) day of each month, out of wages due to each employee, the Union dues and initiation fees of such employees for the previous four (4) weeks. A list of the names of the employees concerned shall accompany the monies.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

- 6.01** The standard work week in the Warehouse and Feed Plant shall consist of forty (40) hours, comprising of five (5) consecutive eight (8) hour days with the exception of warehouse employees who may be required to work four (4) consecutive ten (10) hour days. The lunch period shall not exceed one (1) hour per shift. In order to provide flexibility in the Co-operative's operations, the day shift will normally commence between 6:00 and 9:00 a.m., the afternoon shift will normally commence after 11:00 a.m., and the evening shift will normally commence after 9:30 p.m. When shift work is involved at the Feed Plant, employees in similar classifications shall be rotated.

Notwithstanding the above provisions, the Co-operative shall have the right to establish a shift at the Warehouse commencing at 4:00 a.m., subject to the payment of a premium equal to **five (\$5.00)** dollars per day.

- 6.02** All time worked in excess of standard hours shall be deemed overtime, and shall be paid at the rate of time and one-half (1½x) the regular hourly rate for the first three (3) hours and double time (2x) thereafter. All time worked in excess of twelve (12) hours in any one (1) shift shall be paid for at the rate of double (2x) the regular rate. For all time worked on the seventh (7th) day of the employee's work week, the rate shall be double (2x) the regular hourly rate.

6.03 For overtime after the end of the normal working day, notice of two (2) hours' working time shall be given by the Co-operative to the individual employee unless it is mutually agreed to waive the notice by the parties concerned. For overtime work required prior to the start of a regular shift, notice of two (2) hours shall be given by the Co-operative to the individual employee. However, employees will have the right to decline an overtime assignment.

6.04 Employees on an eight (8) hour shift will be allowed one (1) fifteen (15) minute rest period prior to their lunch break and a fifteen (15) minute rest period between lunch and the end of their eight (8) hour shift. Employees on a ten (10) hour shift will have one (1) additional fifteen (15) rest period.

Where two (2) or more hours of overtime are scheduled, there shall be a fifteen (15) minute rest period prior to starting overtime and a fifteen (15) minute rest period every two (2) hours, paid at overtime rates.

6.05 Wherever possible, overtime shall be offered to the senior employees within the department, provided they have the ability, as evaluated by the Co-operative, to perform the work required. Departments are:

- a.) Grocery (including Loaders, Repack, Carousel)
- b.) Traffic
- c.) Maintenance (including Janitorial).

It is understood that in situations of pressing and/or major emergencies such as, but not limited to, fire, flood, and racking collapse, overtime will be assigned as determined by the Co-operative, which may not be in accordance with the above paragraph.

The following requirements will apply:

- To be eligible for overtime, employees outside the classification required must sign a weekly availability sheet. The overtime availability sheet will be posted two (2) weeks in advance of the current week.
- All employees who work overtime must be able to meet the standards established by the Co-operative.
- Employees who have signed their names on the Overtime Availability Sheets prior to the cut-off will have first priority. Employees on this list will be approached by seniority, provided they have the merit and ability to do the job required.

- If additional employees are required, over those on the Overtime Availability Sheet, the Supervisor will approach the most senior employee in the classification where the Co-operative requires assistance (e.g., if additional Material Handlers are needed for overtime, the Supervisor will approach the most senior Material Handler first and so on...).
- 6.06** Department Overtime Availability sheets will encompass Fridays through Thursdays. The sheets will be up Thursday morning for each department. Employees must sign up for overtime before 11:00 a.m. if working on the dayshift, or before 11:00 p.m. if working on the night shift. Supervisors will mark the sheet when the cut-off occurred, so late sign ups are avoided.
- 6.07** If an employee has left work following completion of his/her regular shift and is called back to work after so leaving, he/she shall be paid for four (4) hours at his/her basic straight time hourly rate, or, be paid for actual time worked at the applicable overtime rate, whichever is greater.
- 6.08** For Feed Plant and Warehouse - A shift premium of one dollar and ten cents (\$1.10) per hour for the full shift shall be paid in addition to the employee's regular hourly rate of pay where the majority of the hours worked in the shift fall between the hours of 5:00 p.m. and 7:00 a.m.
- 6.09** Any employee temporarily assigned to perform work in the freezer for a period of one (1) continuous hour or more, will receive in addition to his/her regular rate, a freezer premium of **one dollar and twenty cents (\$1.20)** per hour.
- 6.10** An employee not required to report for a scheduled shift must be notified not to report at least eight (8) hours in advance of the commencement of that shift, except in case of emergency. Should the employee not be so notified and reports for work as scheduled, he/she must be paid for four (4) hours. For the first five (5) days of the work week, if an employee works the first four (4) hours of a shift and begins the second (2nd) half of the shift, he/she shall be guaranteed full pay for the second (2nd) part of the shift.
- 6.11** All work performed on the sixth (6th) day of the employee's scheduled week, which is also his/her first day of rest (for employees who work a shift of four (4) ten (10) hour days, the fifth and sixth day of their scheduled work week, which is also their first and second day of rest), shall be guaranteed four (4) hours pay at time and one-half (1½x) his/her regular rate, for the first (3) hours and double time (2x) the regular rate, for the balance of hours worked on that day. All work performed on the seventh (7th) day of the employee's scheduled work week, which is his/her second (2nd) day of rest (for employees who work a shift of four (4), ten (10) hour days, this is their third day of rest), shall be guaranteed for (4) hours' pay at double (2x) the regular rate. All work performed in excess of four (4) hours on this day shall be paid at double (2x) the regular rate for all time worked.

6.12 The Co-operative agrees to provide employees with a meal voucher redeemable in the cafeteria to a maximum value of seven dollars (\$7.00) for **unplanned** overtime assignments of two (2) hours or longer **right before or right after their regular shift**. The Co-operative agrees to provide employees who cannot use the meal voucher with a seven dollar (\$7.00) meal allowance. **Effective the start of the first complete pay period following ratification the meal voucher or meal allowance will increase to twelve (\$12.00) dollars.**

6.13 Uncompleted Work at End of Shift:

There are instances where remaining after the end of a shift is necessary in order to get the orders out, especially in the Loading classification.

Employees unable to remain after the end of their shift are to advise their Supervisor early in the day. Also, if employees are able to foresee difficulty in completing a specific job, they are required to inform their Supervisor, in advance of quitting time, to enable the Co-operative to make necessary arrangements to get the job done.

ARTICLE 7 - STATUTORY HOLIDAYS

7.01 Regular employees shall be entitled to the following statutory holidays with pay:

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

7.02 Subject to the operational requirements of the Co-operative, an employee in order of seniority may be required to work on a Statutory Holiday. All work performed on the Statutory Holidays in Clause 7.1 shall be paid at time and one-half (1½x) for the first three (3) hours and double time (2x) for the balance of hours worked that day, plus the employee shall be granted a day off with pay. Such day off shall be mutually agreed upon and shall be granted within seven (7) days preceding or thirty (30) days following the Statutory Holiday or by mutual agreement such additional day off may be paid in lieu of time off.

7.03 Work shifts on a Statutory Holiday will be offered in order of seniority to those employees who would normally have worked that day. Where there is insufficient employees that volunteer to work on the Statutory Holiday, employees will be scheduled in reverse order of seniority. This procedure will be followed for each of the day, evening, and midnight shifts.

7.04 Should a Statutory Holiday fall on any full time employee's scheduled day off, the employee shall receive eight (8) additional hours pay, unless the employee advises in writing within two (2) weeks prior to the Statutory Holiday that they wish to receive a day off in lieu with pay. In the latter event, the day off shall be within seven (7) days preceding or thirty (30) day following the Statutory Holiday. In the event an employee works a ten

(10) hour shift they shall receive either the ten (10) hours pay or a ten (10) hour day off with pay.

7.05 A full time employee may choose to bank the eight (8) hours of Statutory Holiday pay up to a maximum of forty (40) hours. The employee must advise the Co-operative within two (2) weeks prior to the Statutory Holiday that they wish to bank the time or be paid out the regular eight (8) hours. Employees must use their banked time within the current vacation year (May 1 to April 30) or it will be paid out to the employee. The banked time off with pay must be taken in amounts equal to a normal work day or days at a time mutually agreed upon between the Co-operative and the employee.

7.06 Part time employees shall only be entitled to receive Statutory Holiday pay in accordance with Alberta Employment Standards.

ARTICLE 8 - JURY DUTY AND WITNESS PAY

8.01 Employees serving on jury duty or subpoenaed as witnesses or for jury selection to a court of law will be paid their regular wages in full during the time of actual service, provided the day or days spent on jury duty or as a witness or for jury selection occur at a time when the employees were normally scheduled to work. The per diem allowances paid by the courts is to be turned in to the Co-operative. This article does not apply in situations where an employee serves as a witness before the Labour Relations Board or an Arbitration Board.

ARTICLE 9 - VACATIONS

9.01 Regular full-time employees, after completing one (1) year's continuous employment, shall receive three (3) weeks' vacation with pay.

9.02 Employees, after completing eight (8) years' continuous service, shall receive four (4) weeks' vacation with pay.

9.03 Employees, after completing thirteen (13) years' continuous service, shall receive five (5) weeks' vacation with pay.

9.04 Employees, after completing eighteen (18) years' continuous service, shall receive six (6) weeks' vacation with pay.

9.05 If a full-time employee is absent without pay for a period in excess of six (6) consecutive weeks (except for WCB) in any qualifying period, said employee's vacation pay shall be computed on the base of six percent (6%), eight percent (8%), ten percent (10%) or twelve percent (12%) of total gross earnings, using whatever percentage amount is applicable.

9.06 Seniority shall govern with regard to choice of vacation period if circumstances permit. Employees shall be allowed to take their annual vacation between May 1 and October 31 inclusive, unless otherwise mutually agreed to by the Co-operative and the employees. The required number of years of service must be completed by April 30 in order to qualify for the full specified vacation. Vacation schedules will be established by February 28 of each year. Subject to operational requirements of the business as determined by the Co-operative, employees in the distribution centre shall be entitled to schedule vacations during the last two (2) weeks of December as prime time. These two (2) weeks are defined as the two (2) weeks that contain Christmas and New Year's Day.

9.07 In scheduling vacations:

- a.) Employees with the longest service in the Bargaining Unit will have first preference to select two (2) weeks vacation within prime time and an additional one (1) week vacation outside of prime time.
- b.) Upon completing the selection process outlined above, employees with the longest service within the Bargaining Unit will again have first preference to select their remaining vacation time from the unused vacation period within prime time and further to select the balance of their vacation time outside of the prime time period.
- c.) No more than two (2) employees within a classification with a minimum of eleven (11) employees in the Warehouse, two (2) employees in Traffic, and one (1) employee in Maintenance can be on vacation at any one time.

ARTICLE 10 - BUSINESS AGENT'S VISITS AND NOTICE BOARD

10.01 The authorized Business Agent or Representative of the Union shall be permitted to talk with any employee coming under the terms of this Agreement regarding Union matters during regular working hours after first advising the Distribution Manager or Feed Plant Manager or their respective designates. Such discussions will take place during coffee or lunch breaks, except in the case of a grievance. All interviews with employees shall be conducted in a place in the Warehouse or Feed Plant provided for and designated by the Co-operative. Each interview shall be limited to a ten (10) minute period at any one time, or longer if mutually agreed.

10.02 A notice board shall be supplied by the Co-operative and placed in the Warehouse, Traffic and Feed Mill in a conspicuous place for any notices pertaining to Union business or Union social functions.

ARTICLE 11 - TIME OFF FOR UNION BUSINESS

11.01 The Co-operative agrees to grant necessary time off without pay and without discrimination to one employee designated by the Union to attend a labour convention or to serve in any capacity, on any official business provided, however, that notification in writing is given to the Co-operative at least ten (10) clear working days prior to the date of leaving. Such leave of absence shall be limited to a three (3) month period.

ARTICLE 12 - STRIKES AND LOCKOUTS

12.01 It is agreed that there will be no stoppages of work or lockouts by reason of a dispute between the Co-operative and the Union during the term of this Agreement. The Co-operative shall not request an employee to cross a legal picket line.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 Any employee desiring a leave of absence without pay from the job, shall make his/her application to his/her supervisor in writing, shall secure a written permission from the Co-operative and file same with the Union. Failure to comply with this provision shall result in complete loss of seniority rights of the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

ARTICLE 14 - EMPLOYEE BENEFITS

14.01 The Co-operative's present policy and subsequent amendments (in accordance with the bylaws of the plans concerned) of providing Superannuation, Group Long Term Disability Insurance, Group Life Insurance, Group Dental Plan, Sick Leave, and **Extended Health Care** shall be continued during the term of this Agreement.

14.02 For all employees covered by this Agreement, sick leave pay will only be paid for the second (2nd) and subsequent working days of any absence due to illness. Should the absence due to illness be for four (4) consecutive working days or more, then the first day of such absence would be paid. The provision of this Clause shall only apply to employees who have less than thirty-five (35) days of sick leave accumulated to their credit.

14.03 In the event of a death in the employee's immediate family, an employee will be granted a leave of absence with pay for purposes of attending the funeral. The length of such absence shall be at the discretion of the Co-operative for scheduled days missed by the employee. The term "immediate family" shall mean spouse, including common-law spouse if co-habituating for a minimum period of one year, mother, father, child, brother, sister, brother-in-law, sister-in-law, grandparents, spouse's grandparents, mother-in-law, father-in-law, step-father and step-mother. **An employee shall be granted a one (1) day leave of absence to attend the funeral of a grandchild.**

14.04 The Employer will pay the cost of medical exams required for employees in the Traffic Department, to a maximum of one hundred **and fifty (\$150.00) dollars** per exam. For employees under forty-five (45) years of age, this will be available once every five (5) years, for employees over forty-five (45) years of age, this will be available once every two (2) years and for employees over fifty-five (55) years of age, this will be available every year.

ARTICLE 15 - DISCHARGE

15.01 The Co-operative shall not discharge any employee, including permanent part-time employees, without just cause and shall give at least one (1) written warning notice of the complaint against such employee, except that no warning notice need be given to an employee before he/she is discharged if the cause of such discharge is dishonesty, harassment as defined in Company policy, impairment due to alcohol or non-prescription drugs, theft, stealing Co-operative time while on the job, or leaves the job without notice while on duty. Appeal from discharge must be taken within three (3) working days by written notice and a decision reached within five (5) days from the date of discharge. In the event an employee is suspended, the suspension will be considered to be imposed at the time dispensed.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.01 Any complaint, disagreement or difference of opinion between the Co-operative and the Union or the employees, including permanent part-time employees (Category A), covered by this Agreement which concerns the interpretation, application or alleged violation of the terms and provisions of this Agreement shall be considered a grievance.

16.02 All grievances submitted in writing shall clearly set forth the issues and contentions of the aggrieved party including the Article of the Agreement allegedly violated as well as the remedy sought.

16.03 An employee who feels he/she has been aggrieved within the terms of Article 16(1) above may present a grievance. Any grievance which is not presented to Management at Step One within ten (10) calendar days following the event giving rise to the grievance, shall be forfeited and waived.

16.04 The procedure for adjustment of grievances shall be as follows:

Step One: By a discussion between the employee, with the Shop Steward present at the employee's option, and the immediate Management Supervisor, who must render a reply within three (3) working days of the meeting.

Step Two: If a satisfactory settlement is not reached at Step One, then within seven (7) calendar days of the Supervisor's reply, the grievance shall be submitted in writing on a form supplied by the Union and dealt with at a discussion between the Shop Steward and Union Representative, and the Warehouse Manager or Feed Plant Manager, who must render a reply in writing within five (5) working days of the meeting.

Step Three: If a satisfactory settlement is not reached at Step Two, then within fourteen (14) calendar days, the grievance shall be submitted to the Industrial Relations Director of the Co-operative who will review the matter with the Union Representative and render a reply within fourteen (14) calendar days.

Step Four: If a satisfactory settlement is not reached at Step Three, the matter may be referred to Arbitration as per Article 17.

16.05 A grievance shall be deemed to have lapsed if the specified time limits in this Article are not followed by the aggrieved party.

16.06 A policy grievance will be commenced at Step Two of the procedure set out in Article 16(4).

16.07 With respect to a dispute involving the amount of pay received, any grievance that is not presented within thirty (30) days of the applicable payroll statement shall be forfeited and waived.

16.08 The Co-operative agrees that any written disciplinary notices shall be removed from the employee's personnel file after **twenty-four (24)** months from date of issue except in cases involving violence in the workplace, harassment or major safety violations. This time period of **twenty-four (24)** months shall not include periods of lay-off, leave of absence or disciplinary suspensions.

It is understood that should any employee receive a written disciplinary notice for the same or similar offence during said **twenty-four (24)** month period, the employee will then be required to wait a further **twenty-four (24)** months before the written discipline is removed from his/her personnel file.

ARTICLE 17 - ARBITRATION

17.01 If the parties fail to reach an agreement under the above procedures, either party may, by written notice to the other party stating the nature of the difference, require the establishment of an Arbitration Board chaired by a single Arbitrator. Such written notice must be served within ten (10) days following the completion of the preceding step.

The parties shall select a mutually acceptable person to act as an Arbitrator. If agreement cannot be reached on the appointment of an Arbitrator within seven (7) calendar days or a longer period mutually agreed upon, the parties shall then request the Minister of Labour to

appoint an Arbitrator.

The Arbitrator may not change, modify or alter any of the terms of this Agreement. All differences submitted shall present an arbitrable issue under this Agreement, and shall not depend on or involve an issue or contention by either party that is contrary to any provision of this Agreement or that involves the determination of a subject matter not covered by, or arising during, the terms of this Agreement.

The Arbitrator shall give his/her decision not later than fourteen (14) days after his/her appointment except that with the consent of both parties such limitation of time may be extended. The findings and decision of an Arbitrator on all arbitrable questions shall be binding on all parties.

Each party shall bear equally the expenses of the Arbitrator.

ARTICLE 18 - LOSS OR DAMAGE

18.01 Employees will not be charged for loss or damage except where clear proof of negligence is shown and if the employee concerned denies negligence, he/she shall not be dismissed or laid off for non-payment of damage or loss, unless and until the question of his/her negligence has been decided, by one (1) representative of the Union and one (1) representative of the Co-operative and a third member to be mutually agreed upon. Then, if no agreement has been reached within fourteen (14) calendar days or such longer time as may be mutually agreed upon the questions of his/her negligence will be referred to Arbitration as per Article 17 of this Agreement.

ARTICLE 19 - SHOP STEWARD'S COMMITTEE

19.01 The Co-operative recognizes the right of the Union to appoint or elect a Shop Steward's Committee. The Union shall inform the Co-operative of the names of the Committee members in writing and of any changes.

The Union Committee shall have the right of meeting the appointed representative or representatives of the Co-operative at least once every month. Members who happen to be on duty shall be paid straight time for that part of their regular scheduled working hours devoted to attendance at such meetings when held on Co-operative property. It is understood that a representative of Local Union 987 may be in attendance at such meetings.

ARTICLE 20 - PAY PERIOD

20.01 The Co-operative agrees to pay its employees on a bi-weekly basis.

ARTICLE 21 - SENIORITY

21.01 Seniority shall be established from the date an employee last entered or last enters the service of the Co-operative subject to the conditions of Clause 2 below. The purpose of seniority is to provide the order of job bidding, layoffs, recalls, and vacation.

21.02 Probationary Period:

No seniority shall be acquired by an employee during the first six (6) months with the Co-operative. However, after having worked this period, the employee's seniority shall be established from the beginning of the six (6) month period and he/she shall then be designated a regular employee.

21.03 Seniority List:

The Co-operative shall post in a conspicuous place a seniority list showing regular employees. This list shall be revised every six (6) months. For the purpose of compiling the seniority list the official employee record cards shall be used.

21.04 Job Postings:

The Co-operative shall post permanent vacancies on the notice boards for five (5) full working days, and shall advise all applicants within ten (10) days of the status of their application. **Prior to going on vacation, an employee may leave a written proxy with the Warehouse Human Resources Advisor directing them to apply for a specific vacancy that may arise during the period of vacation. The written proxy shall specify the department, the classification, the position and the shift. The proxy shall expire upon the employee's return from vacation.**

21.05 Promotions and Vacancies:

In the event of a vacancy occurring in any department, first consideration shall be given to promotion of senior employees in that department or group and secondly to promotion of properly qualified employees from other departments or group. Promotions shall be awarded on the basis of seniority, provided the employee has the ability, skill, merit and fitness to perform the work satisfactorily.

For a period of thirty (30) calendar days following a placement resulting from the successful bidding for a job vacancy, the employee shall be permitted to return to his/her former job. The Co-operative shall also have the right to return such employee to his/her former job within the sixty (60) calendar day period. If he/she is found to be incapable of satisfactorily performing the duties of the job vacancy, the job will not be reposted, but will be filled by the second preferable candidate on the original posting.

An employee, upon being promoted to a position calling for a higher rate of pay shall be placed at an increment step in the wage range which is higher than his or her previous wage. The time remaining in the previous wage range for an incremental advance shall be carried forward into the new position. The promoted employee shall receive their next increment in the new wage range upon completion of the time remaining from the previous wage range for an incremental advance. All remaining increments will be based on this incremental date.

21.06 Lay-Offs and Transfers:

Employees doing generally the same work in the Warehouse or Feed Plant shall be laid off when staff is reduced and taken on again when staff is increased according to their seniority in that department, provided qualifications are adequate and provided such procedure does not unduly penalize the economical and efficient operation of the Plant. Employees being temporarily transferred from one (1) department to another shall not lose their seniority rights. The senior employees in the Warehouse shall have shift preference.

21.07 Bumping Rights for Layoff Situations

In the event that a full-time employee has been given a layoff notice, the following list of options and criteria will apply:

- a.) The employee may bump another employee with less seniority than him/her in any classification within the same department provided they have the ability, skill, merit and fitness to do the job. It is understood that only the most junior person within a classification will be laid off initially. Any employee moving into a different classification because of bumping will be on a sixty (60) day probationary period, during which they must meet the job requirements and/or production standards.
- b.) The employee may bump into the most junior **employee by classification and by shift** in another department, provided they have more seniority than the **employee being bumped** and have the ability, skill, merit and fitness to do the job. They are also restricted by the below listed items:
- c.) The employee will be on a sixty (60) day probationary period, during which they must meet the job requirements and/or production standards.
- d.) The employee's seniority will continue to be recognized for postings in original department.
- e.) The employee can return to their original department by means of being accepted on a posting only.
- f.) The employee may accept the layoff.

21.08 Except as may be required by Employment Standards, the seniority of any employee shall be considered broken, all rights forfeited and the Co-operative is under no obligation to rehire, when he/she either:

- a.) Voluntarily leaves the service of the Co-operative, or is discharged for cause; or
- b.) Fails, after reasonable notice, to return to work when recalled; or
- c.) Has been out of employment by the Co-operative for a period of twelve (12) months or longer; or
- d.) Fails to show up for work for three (3) consecutive shifts without a valid reason and proper prior notice.

ARTICLE 22 - GENERAL

22.01 The Co-operative agrees that where an employee's shift is changed he/she will be notified one (1) week in advance of such change unless an emergency arises precluding a full week's notice.

In the event of a permanent change to an employee's shift by four (4) or more hours, that position shall be deemed vacant for the purposes of bidding and the affected employee shall be granted bumping rights.

22.02 Employees temporarily assigned to lower rated positions shall not have their rate reduced.

22.03 An employee temporarily assigned to a higher rated position for a period of more than one (1) hour of continuous employment in that classification shall receive the (next) highest rate in the higher classification for the whole period of time in that position. Should the employee be fully qualified in that higher rated classification, he/she shall receive the maximum rate of the classification.

Any employee temporarily assigned to perform work in the freezer for a period of one (1) continuous hour or more, will receive in addition to his/her regular rate, the freezer premium.

The Co-operative shall assign employees to temporary relief positions in excess of one (1) hour on the basis of seniority providing they have the ability to do the job.

22.04 The Union agrees that if an employee is hired and subsequently is unable to obtain or loses their security clearance, he/she may be terminated.

22.05 The Co-operative, in order to encourage the use of safety shoes, will provide a subsidy of **seventy-five percent (75%) of the cost up to a maximum of one hundred and fifty (\$150.00) dollars. This subsidy is effective the first pay period after ratification.**

22.06 The Co-operative shall supply snowsuits, gloves and insulated boots to employees required to work in the freezer. Such clothing shall be the property of the Co-operative and shall remain on the Co-operative's premises at all times.

22.07 Employees designated as “Management Trainees” shall continue to accrue seniority for a period not greater than ninety (90) days from the day of such appointment. Management trainees shall continue to accrue seniority for subsequent vacation relief to a maximum of eight (8) weeks each for no more than three (3) management trainees per vacation year. In no event will more than twenty-four (24) weeks be used for the relief in a vacation year. Any subsequent supervisory relief assignments the management trainee shall not accumulate Bargaining Unit seniority. Should the management trainee be assigned to relief supervisory positions, the trainee shall not perform Bargaining Unit work for the duration of the assignment.

ARTICLE 23 - DURATION

23.01 This Agreement shall be in force and effect as of the first (1st) day of September, **2016** until the thirty-first (31st) day of August, **2020** and from year to year thereafter unless either party to this Agreement serves notice upon the other party of the desire to change or modify the terms herein not less than thirty (30) days or more than ninety (90) days prior to the date of expiration.

23.02 In the event that the negotiations extend beyond the expiry date, then the revised Agreement when executed shall be retroactive to the expiration date of the last Agreement.

23.03 The Labour Relations Act will prevail during the period of change or negotiations.

APPENDIX "A"
Re: Wages

WAREHOUSE:

Shipper/Receiver/Quality Control/Inventory Clerk

	Sept 1/16	Sept 10/17	Sept 9/18	Sept 8/19
Start	17.89	18.09	18.29	18.49
6 months	18.79	18.99	19.19	19.39
12 months	19.68	19.88	20.08	20.28
18 months	20.58	20.78	20.98	21.18
24 months	21.47	21.67	21.87	22.07
30 months	22.37	22.57	22.77	22.97
36 months	23.26	23.46	23.66	23.86
42 months	24.16	24.36	24.56	24.76
48 months	27.96	28.52	28.95	29.53

Forklift Operator/Loader

	Sept 1/16	Sept 10/17	Sept 9/18	Sept 8/19
Start	17.63	17.83	18.03	18.23
6 months	18.52	18.72	18.92	19.12
12 months	19.42	19.62	19.82	20.02
18 months	20.31	20.51	20.71	20.91
24 months	21.21	21.41	21.61	21.81
30 months	22.10	22.30	22.50	22.70
36 months	22.99	23.19	23.39	23.59
42 months	23.89	24.09	24.29	24.49
48 months	27.69	28.24	28.66	29.23

Material Handler/Warehouse Helper

	Sept 1/16	Sept 10/17	Sept 9/18	Sept 8/19
Start	17.39	17.59	17.79	17.99
6 months	18.29	18.49	18.69	18.89
12 months	19.18	19.38	19.58	19.78
18 months	20.08	20.28	20.48	20.68
24 months	20.97	21.17	21.37	21.57
30 months	21.87	22.07	22.27	22.47
36 months	22.76	22.96	23.16	23.96
42 months	23.66	23.86	24.06	24.26
48 months	27.46	28.01	28.43	29.00

TRAFFIC:**Semi-Driver**

	Sept 1/16	Sept 10/17	Sept 9/18	Sept 8/19
Start	18.08	18.28	18.48	18.68
6 months	18.98	19.18	19.38	19.58
12 months	19.88	20.08	20.28	20.48
18 months	20.77	20.97	21.17	21.37
24 months	21.67	21.87	22.07	22.27
30 months	22.57	22.77	22.97	23.17
36 months	23.47	23.67	23.87	24.07
42 months	24.36	24.56	24.76	24.96
48 months	28.18	28.74	29.17	29.75

Truck Driver/Equipment Maintenance

	Sept 1/16	Sept 10/17	Sept 9/18	Sept 8/19
Start	17.63	17.83	18.03	18.23
6 months	18.53	18.73	18.93	19.13
12 months	19.44	19.64	19.84	20.04
18 months	20.34	20.54	20.74	20.94
24 months	21.25	21.45	21.65	21.85
30 months	22.15	22.35	22.55	22.75
36 months	23.05	23.25	23.45	23.65
42 months	23.96	24.16	24.36	24.56
48 months	27.77	28.33	28.75	29.33

Maintenance Person

	Sept 1/16	Sept 10/17	Sept 9/18	Sept 8/19
Start	17.29	17.49	17.69	17.89
6 months	18.17	18.37	18.57	18.77
12 months	19.05	19.25	19.45	19.65
18 months	19.93	20.13	20.33	20.53
24 months	20.82	21.02	21.22	21.42
30 months	21.70	21.90	22.10	22.30
36 months	22.58	22.78	22.98	23.18
42 months	23.46	23.66	23.86	24.06
48 months	27.24	27.78	28.20	28.76

Janitor

	Sept 1/16	Sept 10/17	Sept 9/18	Sept 8/19
Start	14.59	14.79	14.99	15.19
6 months	15.48	15.68	15.88	16.08
12 months	16.37	16.57	16.77	16.97
18 months	17.26	17.46	17.66	17.86
24 months	18.16	18.36	18.56	18.76
30 months	19.05	19.25	19.45	19.65
36 months	19.94	20.14	20.34	20.54
42 months	20.83	21.03	21.23	21.43
48 months	24.58	25.07	25.45	25.96

Equipment Technician

	Sept 1/16	Sept 10/17	Sept 9/18	Sept 8/19
	41.04	41.83	42.46	43.31

Equipment Technician Apprentice

First Year	75% of Equipment Technician rate
Second Year	80% of Equipment Technician rate
Third Year	85% of Equipment Technician rate
Fourth Year	90% of Equipment Technician rate

FEED PLANT:**Shipper/Receiver**

	Sept 1/16	Sept 10/17	Sept 9/18	Sept 8/19
Start	18.71	18.91	19.11	19.31
6 months	19.20	19.40	19.60	19.80
12 months	19.70	19.90	20.10	20.30
18 months	20.19	20.39	20.59	20.79
24 months	20.68	20.88	21.08	21.28
30 months	21.17	21.37	21.57	21.77
36 months	21.67	21.87	22.07	22.27
42 months	22.16	22.36	22.56	22.76
48 months	25.53	26.04	26.43	26.96

Mixer

	Sept 1/16	Sept 10/17	Sept 9/18	Sept 8/19
Start	18.63	18.83	19.03	19.23
6 months	19.11	19.31	19.51	19.71
12 months	19.59	19.79	19.99	20.19
18 months	20.07	20.27	20.47	20.67
24 months	20.55	20.75	20.95	21.15
30 months	21.02	21.22	21.42	21.62
36 months	21.50	21.70	21.90	22.10
42 months	21.98	22.18	22.38	22.58
48 months	25.33	25.84	26.23	26.75

Utility Person

	Sept 1/16	Sept 10/17	Sept 9/18	Sept 8/19
Start	21.00	21.20	21.40	21.60
6 months	21.51	21.71	21.91	22.11
12 months	22.01	22.21	22.41	22.61
18 months	22.52	22.72	22.92	23.12
24 months	23.02	23.22	23.42	23.62
30 months	23.53	23.73	23.93	24.13
36 months	24.03	24.23	24.43	24.63
42 months	24.54	24.74	24.94	25.14
48 months	27.95	28.51	28.94	29.52

Mill Hand

	Sept 1/16	Sept 10/17	Sept 9/18	Sept 8/19
Start	18.89	19.09	19.29	19.49
6 months	19.34	19.54	19.74	19.94
12 months	19.78	19.98	20.18	20.38
18 months	20.23	20.43	20.63	20.83
24 months	20.68	20.88	21.08	21.28
30 months	21.12	21.32	21.52	21.72
36 months	21.57	21.77	21.97	22.17
42 months	22.01	22.21	22.41	22.61
48 months	25.33	25.84	26.23	26.75

Maintenance Person

	Sept 1/16	Sept 10/17	Sept 9/18	Sept 8/19
Start	22.88	23.08	23.28	23.48
6 months	23.45	23.65	23.85	24.05
12 months	24.02	24.22	24.42	24.62
18 months	24.59	24.79	24.99	25.19
24 months	25.17	25.37	25.57	25.77
30 months	25.74	25.94	26.14	26.34
36 months	26.31	26.51	26.71	26.91
42 months	26.88	27.08	27.28	27.48
48 months	30.40	31.01	31.48	32.11

LETTER OF UNDERSTANDING #1
Re: Casual Labour Rates

BETWEEN:

FEDERATED CO-OPERATIVES

AND:

**MISCELLANEOUS EMPLOYEES,
TEAMSTERS LOCAL UNION NO. 987 OF ALBERTA**

The parties agree that Federated Co-operatives Limited can pay less than the wage rates listed under Appendix "A" for duties not normally performed by employees in classifications listed in the Agreement;

Example: lawn and yard maintenance
 putting up and taking down warehouse racking

The above duties shall only apply to additional employees hired to perform such duties.

LETTER OF UNDERSTANDING #2

Re: Part-time Employees

BETWEEN:

FEDERATED CO-OPERATIVES

AND:

**MISCELLANEOUS EMPLOYEES,
TEAMSTERS LOCAL UNION NO. 987 OF ALBERTA**

The parties agree that the following shall constitute the terms of employment governing part-time employees:

1. Shall be employed to cover peak periods and other such times as necessary, such as vacation relief, illness, etc.
2. Each employee shall, as a condition of continuing employment, pay each month Union dues in accordance with Article 3 of this Agreement.
3. Part-time employees shall not:
 - a) acquire any seniority;
 - b) be guaranteed a minimum number of hours per week;
4. **Part-time employee who have completed their probationary period and who average twenty-four (24) hours or more per week for thirteen (13) consecutive weeks, will be eligible to participate in the Long-Term Disability Insurance, Dental, Group Life Insurance, and Extended Health Care Plans provided by the Co-operative. If an employee's weekly hours should drop below an average of twenty-four (24) hours over a thirteen (13) consecutive week period, then the employee may be dropped from said plans at the discretion of the Co-operative. Eligibility for superannuation will be governed by Alberta pension legislation.**
5. Part-time employees shall not be employed or scheduled to the extent that their work results in a displacement or prevents the hiring or recall of regular full-time employees.

6. Part-time employees will be given first opportunity to apply for full-time positions. **The full-time position will be awarded on the basis of date of hire, provided the employee has the ability, skill, merit and fitness to perform the work satisfactorily.** A part-time employee who becomes a regular full-time employee will be placed at the bottom of the full-time seniority list provided they successfully complete the probationary period as stated in this agreement.
7. The Co-operative will maintain an accurate list of part-time employees by location. This listing of part-time employees will include the hours and days each part-time employee has worked. A Shop Steward will have access to this list upon request.

LETTER OF UNDERSTANDING #3

Re: Shift Change

BETWEEN:

FEDERATED CO-OPERATIVES

AND:

**MISCELLANEOUS EMPLOYEES,
TEAMSTERS LOCAL UNION NO. 987 OF ALBERTA**

1. Full-time employees:
 - a) Where an employee's shift is changed, the employee will be notified one (1) week in advance of such change.
 - b) Where the new shift begins on the employee's second day of rest, the employee will have the option of working that day at regular overtime rates or being granted a day off in lieu with pay.
 - c) Where the new shift begins on the employee's first day of rest, the employee will have the option of working these days at regular overtime rates or being granted two days off in lieu with pay.
 - d) Where the new shift begins after two (2) consecutive days off, there will be no additional time paid.
2. Part-time employees:
 - a) Part-time employees are not guaranteed a standard forty (40) hour, five (5) consecutive day work week, or a guaranteed shift, therefore first and second days of rest do not apply.
 - b) Part-time employees who work more than forty (40) hours in a normal work week will be paid normal overtime rate.

LETTER OF UNDERSTANDING #4
Re: Temporary Moves

BETWEEN:

FEDERATED CO-OPERATIVES

AND:

**MISCELLANEOUS EMPLOYEES,
TEAMSTERS LOCAL UNION NO. 987 OF ALBERTA**

Temporarily Moving From Days to Nights:

1. Any night shift employees in the classification who were moved to days on a temporary basis will be returned to nights on a reverse seniority basis.
2. If more employees are required to move to nights, then the least senior day shift employee in the classification will be moved to nights on a temporary basis after receiving written notice.
3. If more employees are required to move, then the next least senior day shift employee in the classification moves to nights on a temporary basis after receiving written notice, and so on and so forth.
4. If a day shift employee is moved temporarily to nights and bids on any night shift posting and gets it, then he or she loses their temporary status. They will not be eligible to return to days until they have bid on a day shift posting and have the seniority to get the posting.

Temporarily Moving Employees from Days to Nights

1. Any day shift employees temporarily moved to nights will be returned to days in order of seniority.
2. If more employees are required to move to days, then the most senior employee in the classification required will be asked if they wish to move on a temporary basis to day shift and so on and so forth.

LETTER OF UNDERSTANDING #5

Re: Workers Compensation and Long Term Disability Absences

BETWEEN:

FEDERATED CO-OPERATIVES

AND:

**MISCELLANEOUS EMPLOYEES,
TEAMSTERS LOCAL UNION NO. 987 OF ALBERTA**

In the event an employee is away from work due to a WCB Claim or LTD Claim, both parties agree that the following guidelines will apply with respect to seniority and movement through the wage grid:

1. If, as a result of a workplace injury or LTD claim, an employee is away from the workplace for a period of time greater than six (6) months, they will return to work at the rate they would have received had they not been absent, for a period of up to two (2) years.
2. This agreement is prospective from March 20, 2002. Notwithstanding the grievance procedure, employees returning from a WCB or LTD absence who feel they are not at the correct rate of pay must bring their concern forward, in writing, within ten (10) days of returning to the workplace or forfeit their claim.

LETTER OF UNDERSTANDING #6
Re: 4-10 Hour Shifts

BETWEEN:

FEDERATED CO-OPERATIVES

AND:

**MISCELLANEOUS EMPLOYEES,
TEAMSTERS LOCAL UNION NO. 987 OF ALBERTA**

The Co-operative agrees that during the term of this Collective Agreement it will create 4-10 hour shifts only on the night shift in the Warehouse. In implementing these shifts, The Co-operative further agrees:

1. Employees will not be forced to take a ten (10) hour shift.
2. Employees currently working a night shift consisting of five (5) eight (8) hour shifts will be allowed to continue working their five (5) eight (8) hour shifts.
3. Once an employee who has elected to continue working five (5) eight (8) hour shifts accepts another shift or leaves the employ of the Co-operative, the vacated shift may be reposted as a 4-10 hour shift.

Signed at Edmonton, Alberta this _____, day of _____, 2017.

**Federated Cooperatives Limited &
The Grocery People Ltd.
Edmonton, AB**

**Miscellaneous Employees,
Teamsters Local Union 987 of Alberta
Edmonton, AB**

Jim Clapperton

Jim Haryett

Cliff Cook

Denis Boucher

Maurice Dransfeld

Scott Diletzoy

Neil McLean

Trevor Hansen

Tiffany Pecush

Dan Harasymchuk

Russ Young

Gordon McNaughton

Gerry Michaels

James Stacey

Sheldon Stacey