

## **ABCRC and UFCW 401 Negotiations**

### **Company Offer Of settlement**

**The Following constitutes the “agreed to” changes to the collective agreement between the parties.**

**Unless otherwise stated these changes will take effect upon ratification of the collective agreement.**

#### **Votes:**

**Edmonton January 10, 2024 (1pm to 4pm)**

**Calgary January 11, 2024 (1pm to 4pm)**

## Respect & Dignity

### To be placed in Preamble

WHEREAS the Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer and employees covered by the terms of this Agreement, and desire to provide methods of fair and amicable adjustment of disputes which arise between them.

The Employer and the Union and its members recognize the importance of dignity and respect in the workplace. Both the Union and the Employer agree that all employees, both Management and the bargaining unit, should treat each other with fairness, dignity, and respect. The Employer agrees to ensure that all employees, both Management and the bargaining unit, adhere and comply with the company's code of conduct and other policies.

NOW THEREFORE the Union and Employer mutually agree as follows:

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### Merge current 3.4 into current 2.6

The hiring kit shall include an: an up-to-date copy of job descriptions; membership application forms; dues and initiation fee deduction forms. The Employer agrees to have the employees sign the application and fee deduction forms. The Employer accepts no liability should these forms be inadvertently omitted from any hiring kit. Should it become necessary for changes to be made to the job descriptions, the Union and unionized employees will be forwarded a copy of such changes.

**Amend as follows:**

3.5 The Employer agrees to report on the T-4 slip of each affected employee, the respective amounts deducted on behalf of the Union.

**Should the union require a dues structure different than the one currently set out, it agrees to provide the employer with sixty (60) days' notice.**

**Upon request, the Employer shall discuss with the Union to ensure that the Union dues, initiation fees and any other assessments are being deducted and remitted properly and correctly.**

**If the Company has made errors or omissions, they shall correct the situation and fully compensate the union as necessary.**

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**UP2/E1 – 3: Work Week**

**Article 4 – Work Week, Scheduling, and Overtime**

**4.1 Work Week**

1. This article is intended to define the normal hours of work and shall not be construed as a guarantee of work per day or per week, or of days of work per week, recognizing that the number of hours scheduled throughout a day can vary depending on the flow of incoming volumes.
- 2. The Union recognizes the Employer's right, as of the date of ratification of this agreement, to implement the following shift schedules on a trial basis for up to nine (9) months or a longer**

period of time if mutually agreed between the Union and Company:

- **five (5) consecutive eight (8) hour days with two (2) consecutive days off;**
  - **four (4) consecutive ten (10) hour days from Monday thru Thursday;**
  - **three (3) consecutive twelve (12) hour days from Friday thru Sunday.**
  - **It is understood that these shift preferences shall be filled in accordance with section 4.2 (1)**
- 3. When the Employer implements or discontinues a shift schedule the Employer will notify the Union and employees at least 30-days prior to the implementation or discontinuance of the shift schedule.**
  4. All hours worked in excess of weekly or daily scheduled hours for the employee's assigned shift schedule shall be considered as overtime and shall be paid at the rate of time and one half (1.5 X) for the first two (2) hours overtime worked in any one (1) day, and double (2 X) the employee's regular rate of pay shall be paid for all hours worked after two (2) hours overtime in any one (1) day.
  - 5. Employees shall be paid at their regular hourly rate for all time worked, except when employed for less than 50% of their scheduled hours on a shift in which event they shall be paid for a minimum of 50% of the scheduled hours on that shift.**
  6. In the case of a Request for Time Off (RTO) or Voluntary Lay Off (VLO) that is approved by the Employer, the employee will only be paid for the time actually worked and the minimum outlined above will not apply.

## 4.2 Scheduling

1. Schedules shall be written according to seniority recognizing that the Employer requires employees that have the fitness and ability to perform the work required scheduled on all shifts.
2. Schedules for all employees shall be posted by noon Thursday for the following two (2) weeks.
3. **Forty (40) hour's notice shall be given of any changes in the time of commencement of the working day.**
4. In the event that a scheduled shift must be cancelled, with less than forty (40) hours' notice, for reasons beyond the Employer's control, the employee(s) affected shall receive **50% of the hours scheduled for that shift in lieu of the cancelled shift.**
5. In the event where work beyond what is scheduled arises, the most senior employee on shift having the fitness and ability to perform the work required, who has not worked ~~eight (8)~~ **their full** hours on that shift, shall be offered the first additional hours.
6. In the event that the Employer must reduce hours, senior employees on shift, where possible, will first be given the option of reducing their hours. If there are not enough senior employees willing to do so, then the hours of the least senior employees on shift shall be reduced, provided that the Employer is entitled to schedule employees with the fitness and ability to perform the work required. The foregoing does not preclude the Employer or an employee from requesting that the employee's shift be changed or reduced. The Employer will provide as much notice as possible for any schedule change.
7. The Employer shall make effort to fairly rotate all employees through different duties providing the employees have the fitness and ability to perform the work required.

## 4.3 Overtime Scheduling

1. The Employer agrees, wherever possible, that overtime will be kept to a minimum and if overtime is required, the Employer agrees to advise the employee(s) on the shift where overtime is required by mid shift, or as soon as is reasonably possible and practical.
2. When events beyond the Employer's control necessitate the scheduling of overtime, the Union agrees that employees with fitness and ability of performing the required work will perform such work unless they have bona fide reasons for not doing so. Bona fide reasons shall include such things as: Doctors' or Dentists' appointments, prior personal commitments, or matters of a similar nature.
3. Employees who are desirous of working overtime and have the fitness and ability to perform the required work, shall be awarded overtime based on seniority.
4. If there are not sufficient volunteers who have indicated their willingness to perform overtime work on any given day, then the Employer shall have the right by reverse seniority to require overtime to be worked by employees who have the fitness and ability to perform the required work. Employees who are required to work overtime by the Employer (as opposed to those who have volunteered for overtime) may only be assigned a maximum of six (6) hours overtime per week.
5. If there are not sufficient volunteers who have indicated their willingness to perform overtime work on that day and all of the employees with the fitness and ability to perform the required work have worked the six (6) hours overtime, then the Plant Supervisor and the Shop Steward shall canvass all of the employees who have the fitness and ability to perform the required work to attempt to secure additional volunteers. If no Shop Steward is available, the most senior employee on shift will participate in the canvassing of employees. If no such volunteers are available, then the Employer shall have the right to schedule overtime on a separate rotating list, beginning with the least

senior employees, subject to the exceptions provided in Article 4.3 2. above.

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### **Article 5 – Meal Periods and Rest Periods**

Amend to provide for paid meal periods and the addition of a paid rest period.

- 5.1 A meal period for employees shall be thirty (30) minutes uninterrupted duration and shall not start earlier than three (3) hours nor later than five (5) hours after commencement of the employee's shift.
- 5.2 Rest periods for all employees shall not begin until one (1) hour after commencement of work or less than one (1) hour before either the meal period or the end of the shift and shall not be combined with the meal period.
- 5.3 The Employer agrees to grant uninterrupted meal periods without pay, and uninterrupted rest periods with pay as described in the following table:

Shift Duration (Hours)	Meal Period (unpaid)	Rest Periods (with pay)
4	n/a	1 - 15 minute break
5	n/a	1 - 15 minute break
6	1 - 30 minute break	1 - 15 minute break
7	1 - 30 minute break	2 - 15 minute breaks
8	1 - 30 minute break	2 - 15 minute breaks
9 - 10	1 - 30 minute break	3 - 15 minute breaks
More than 10	1 - 30 minute break	4 - 15 minute breaks

- 5.4 Any interruption of meal or rest periods as prescribed herein, results in a repeat of the meal or rest period.
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## **UP4 – Article 7 – Vacations and Statutory Holidays**

The union proposes an increase to vacation pay and entitlement. Language to follow.

### 7.1

1. Vacation entitlement shall be based upon the employee's seniority date. An employee's vacation entitlement is as follows:

Seniority	Vacation Allowance (time-off)	Vacation Allowance (percentage of pay)
After 1 Year	two (2) weeks	4 %
After <del>5</del> 4 Years	three (3) weeks	6 %
After 10 Years	four (4) weeks	8 %
After 15 Years	five (5) weeks	10 %
After 23 Years	six (6) weeks	12%

Change in Vacation entitlement to take effect from date of ratification onward.

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## **UP5 – Article 7 – Vacations and Statutory Holidays**

### 7.2 Statutory Holidays

1. The following days shall be considered as Statutory Holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (1st Monday in August)	

as well as all Statutory Holidays proclaimed by the Federal Government and ~~and~~ **or** the Government of Alberta.

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## **UP7 - Article 8 – Seniority**

The Employer will afford all Core Production employees ample opportunity to be trained in all job functions, so that rotation of employees can be conducted in a reasonable manner. Fitness and ability being adequate, there shall be a fair rotation of job functions **on a weekly basis.**

## **Article 10 – Lay-off and Termination of Employment**

### 10.1 Lay-off

1. In the event of the Employer determines that there is a lack of available work in respect of the employees within the scope of this Agreement, the Employer shall be at liberty to lay off employees.
2. Employees may volunteer to accept a temporary lay-off in order of seniority, but if additional lay-offs are required beyond the number of volunteers, the Employer shall lay-off employees by order of reverse seniority. **The Employer may grant a less senior employee who has volunteered the leave of absence if the more senior employee has had a voluntary lay-off within the last twelve (12) months.**
3. *Employees who voluntarily choose to be laid off shall:*
  - (i) *Not be allowed to be laid off for a period that exceeds more than fifty (50) consecutive calendar days;*
  - (ii) *Make the request to be laid-off in writing (Employer provided form);*
  - (iii) *Specify the chosen duration of their lay-off;*
  - (iv) *Specify their expected return date from the voluntary lay-off;*
  - (v) *Agree to waive the right to early recall during the duration of their lay-off;*
  - (vi) *Provide a contact email **and phone number** that will be monitored;*
  - (vii) *May request, prior to being laid-off, up to two (2) weeks of accrued vacation to be scheduled immediately at the end of the voluntary lay-off period.*
4. Employees who have not volunteered to be laid-off but have received notice of lay-off may request, in writing (Employer provided form), to have any outstanding vacation entitlement paid out.

5. The period of a lay-off will be at least one (1) day but no more than sixty (60) consecutive calendar days in length.
6. The Employer will provide one (1) week written notice, or pay in lieu, to any employee of a lay-off that is to be greater than five (5) consecutive calendar days.
7. A lay off in excess of sixty (60) consecutive calendar days shall be considered a permanent lay-off.
8. Employees during the first sixty (60) days of lay-off will maintain their eligibility for the benefits outlined under Article 6.2, except for Short Term and Long-Term Disability coverage.
9. **Employees will be notified of their recall from lay-off in order of seniority provided they have the skill and ability to do the job required. Any employee recalled from lay-off will be recalled by the Employer by telephone and email to discuss their return to work within seven (7) business days, or a later date if mutually agreed. If an employee who has been contacted does not respond to the notice of recall within seven (7) business days of receipt, a second notice of recall shall be sent by registered mail or courier to the employee's last known address. If an employee who has been contacted does not respond to the second notice of recall within five (5) business days of receipt, then they will be deemed to have abandoned their employment.**
10. **The employee shall keep the Employer, and the Union, advised in writing of their current telephone number, e-mail and mailing address.**
11. Recall rights will expire twelve (12) months from the date of lay-off.

~~12. A copy of the notice of lay off given to an employee, whose employment has been laid off, shall be forwarded to the Union office on the date of giving such notice to the employee concerned.~~

**A copy of the notice of lay-off, notice of recall and any termination shall be forwarded to the Union office no later than three (3) business dates of giving such notice to the employee concerned.**

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Amend as follows:

## 10.2 Termination of Employment

1. An employee's employment can be terminated by resignation by the employee, dismissal for just cause by the Employer, or by lay-off that has lasted ~~sixty (60) calendar days~~ **twelve (12) consecutive months** or more.
2. Any employee whose employment is terminated will cease to be eligible for the benefits outlined under this Agreement effective on the date of termination.
3. Warehouse employees who are laid-off and subsequently terminated shall be entitled to one (1) week's notice in writing or pay in lieu thereof.
4. Core Production employees who are laid-off and subsequently terminated shall be entitled to one (1) week's notice in writing, or pay in lieu thereof, per full year of service, to a maximum of eight (8) weeks.
5. An employee whose employment is terminated for just cause or resigns is not entitled to any notice of termination or pay in lieu of notice of termination or any other payment other than unpaid wages, unused vacation entitlement accrued up to and including the employee's last day of

work. If the employee terminated for just cause files a grievance and it is determined that the Employer did not have just cause, then the termination shall be retracted.

6. A copy of the notice of termination given to an employee whose employment has been terminated shall be forwarded to the Union office on the date of giving such notice to the employee concerned.

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Amend as follows;

**Article: 10.3 Discipline**

1. Reprimands are to remain on an employee's file for twelve (12) months, after which time they are not to be used in future disciplinary proceedings. ~~Reprimands dealing with a repeat occurrence within twelve (12) months of a prior occurrence, are to remain on an employee's file for twelve (12) months from the date of the repeat occurrence, after which time they are not to be used in future disciplinary proceedings. All other reprimands shall be removed from an employee's file after twelve (12) months and are not to be used in future disciplinary proceedings.~~

2. The following are examples of just cause and may lead to discipline:

- I. insubordination;
- II. dishonesty;
- III. drunkenness;
- IV. drinking alcohol or being under the influence of alcohol while on duty or on the Employer's premises;
- V. consuming, smoking, injecting, or being under the influence of illegal drugs while on duty or on the Employer's premises;

- VI. leaving the job without notice;
  - VII. being absent without leave;
  - VIII. harassment of any kind (as defined under the Alberta Human Rights Act);
  - IX. physical violence, or threats of violence directed at other employees, customers, suppliers, or contractors of the Employer; and
  - X. actions by the employee which endanger the safety of the employee, other employees, customers, suppliers, or contractors of the Employer.
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### **UP10 – Article 13 – Safety**

Amend the current language to read as follows:

#### 13.2 Personal Protective Equipment

1. The Employer shall provide all necessary safety equipment as required by the Occupational Health and Safety Code. Safety equipment may be allotted on a charge out refund basis.
  2. The Employer will provide an allowance of up to ~~one hundred seventy-five (\$175.00)~~ **Two hundred ( \$200.00)** dollars per year for each employee for the purpose of reimbursing the employee for the purchase of CSA approved work boots, insoles, ~~and/or~~ CSA approved prescription eyewear, **gloves and ear protection and any other related personal protective equipment required.**
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### **UP12 – Article 13 – Safety**

#### **13.4 New 7.3** Sick/~~Personal~~ Leave

1. **As of January 1, 2024** Core Production employees shall accumulate basic ~~sick leave~~/**personal leave** credits at the rate of ~~four (4)~~ **five (5)** hours for each full month of employment. Credits shall accumulate following the completion of each calendar month.
2. As of **January 1, 2024** ~~date of ratification (February 20, 2020)~~ Core Production Employees shall accumulate bonus ~~sick leave~~/**personal leave** credits at the rate of point six (0.6%) percent of paid hours worked within each calendar month. Paid hours will include paid ~~sick time~~ **personal time** and paid vacation time.
3. In the event an employee accumulates more than forty-eight (48) hours ~~sick~~/**paid personal** leave, the employee shall direct such excess to either (i) be paid out to the employee; (ii) transferred to an RRSP as directed by the employee; or (iii) to be left as ~~sick time~~ **paid personal** leave to be used **within three (3) months**. If option 1 or 2 are chosen the payment, or transfer, will be made by February 15<sup>th</sup> of the subsequent year. **If option 3 is chosen, any balance of the carried over paid leave after three (3) months will be paid to the employee.**
4. ~~Employees who are absent, due to illness or injury, in addition to the above stated sick paid leave credits, may be required to provide a doctor's certificate verifying the illness or injury for any subsequent absence.~~
5. ~~Employees who submit dishonest illness, injury, or sick leave claims may be disciplined up to and including termination for just cause.~~
6. Unless an employee is terminated for just cause, the accumulated ~~sick~~/**paid personal** leave credits shall be paid out to the employee upon the employee ceasing to being employed with the Employer. Accumulated ~~sick~~/**paid personal** leave credits shall not be paid out to employees terminated for just cause.
7. After absence due to illness or injury, the employee must be returned to work, without loss of seniority, when capable of

performing such work, provided a medical doctor has verified in writing that the employee is capable of performing the work.

**This section (previously sick leave allowance) will be moved to a new Section 7.3 of the Agreement**

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**Amend to provide the increase below:**

13.5 Education and Training Fund

1. The Employer agrees to make contributions to the United Food and Commercial Workers Canada Union, Local No. 401 Education and Training Fund of ~~three (\$0.03)~~ **four (0.04)** cents per hour for each hour that an employee works, after three (3) months of employment the Employer shall remit on Warehouse employees' hours.

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**UP13 – Article 17 – Expiration and Renewal**

Term of agreement to be negotiated.

This Agreement shall be effective from January 1<sup>st</sup>, ~~2019~~, **2023** and shall remain in force until December 31<sup>st</sup>, ~~2022~~ **2026** and thereafter, from year to year; but either party may, not less than sixty (60) days nor more than one hundred and twenty (120) days before the expiry date of renewal of such agreement, give notice in writing to the other party to negotiate a revision thereof, upon such notice being given the Agreement shall remain in effect until a strike or lockout commences.

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## UP14 – Appendix “A”

### 2. Wage Rates

#### 2.1 Regular Rate of Pay

Regular Hourly Wage Rates are set out in the table below:

	Current	Effective January 1 <sup>st</sup> , <i>2023</i>	Effective January 1 <sup>st</sup> , <i>2024</i>	Effective January 1 <sup>st</sup> , <i>2025</i>	Effective January 1 <sup>st</sup> , <i>2026</i>
<b>Proposed Increase</b>		<b>4.0%</b>	<b>3.0%</b>	<b>2.5%</b>	<b>2.5%</b>
1561 + Hours	\$25.93	<i>\$26.97</i>	<i>\$27.78</i>	<i>\$28.47</i>	<i>\$29.18</i>
1041 – 1560 Hours	\$23.77	<i>\$24.72</i>	<i>\$25.46</i>	<i>\$26.10</i>	<i>\$26.75</i>
0 – 1040 Hours	\$21.54	<i>\$22.40</i>	<i>\$23.07</i>	<i>\$23.65</i>	<i>\$24.24</i>
521 – 1040 Hours	\$22.34	<i>\$21.52</i>	<i>\$21.79</i>	<i>\$22.06</i>	<i>\$22.34</i>
0 – 520 Hours	\$20.74	<i>\$19.98</i>	<i>\$20.23</i>	<i>\$20.48</i>	<i>\$20.74</i>

Year 1 – 4% increase to all rates

Year 2 - 3% increase to all rates

Year 3 – 2.5% increase to all rates

Year 4 – 2.5% increase to all rates

**Provide the following increases to the Long-Term premium:**

3. Rate Premiums

3.2 Long - Term Service Premium: Employees shall be paid an hourly premium based upon their length of service with the Employer as per the following:

- (i) \$0.25 per hour, if the employee has been continuously employed for more than 3 years but less than 5 years.
- (ii) \$0.60 per hour, if the employee has been continuously employed for more than 5 years but less than 10 years.
- (iii) ~~\$1.00~~ **\$1.25** per hour, if the employee has been continuously employed for more than 10 years but less than 15 years.
- (iv) ~~\$1.50~~ **\$1.75** per hour, if the employee has been continuously employed for more than 15 years but less than 20 years.
- (v) ~~\$2.50~~ **\$2.75** per hour, if the employee has been continuously employed for more than 20 years but less than 25 years.
- (vi) ~~\$2.75~~ **\$3.00** per hour, if the employee has been continuously employed for more than 25 years.

3.3 Lead Hand **Person** Premium: Employees working in the position of Lead Hand **Person** shall receive a premium of one dollar fifty (\$1.50) cents per hour.

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10. Dental Plan

10.3 Coverage

**(i) Dental Care Services**

**Includes Preventative Care, Basic Care and Endodontic & Periodontic Care. The maximum amount of benefit payable for Dental Care Services combined is \$1,750 per individual per calendar year.**

**Coverage for the following services shall be paid based upon:**

**Recall Oral Examination (once every 6 months) 100 %**

Basic Care 100 %

Endodontic & Periodontic 100 %

(ii) Extensive Care 80 %

The maximum amount of benefit payable for Extensive Dental Care Services is \$1,750.00 per individual per calendar year.

(iii) Orthodontic Care 60 %

The lifetime maximum amount of benefit payable for Orthodontic Dental Care Services is \$1,750.00 per individual. Only Dependent Children under the age of 19 are eligible.

13. Savings Plan

~~13.1~~ The plan shall afford eligible employees the opportunity of applying deductions from their pay to an individual RRSP, ~~or for the purchase of Savings Bonds, upon written notification by the employee.~~

## 14. RRSP Benefit

14.1 The Employer will match ~~sixty-five~~ **seventy-five (75%)** percent of an employee's contribution to a Group RRSP Plan through the Employer's RRSP carrier up to a maximum of ~~three~~ **Four** hundred (~~\$350.00~~) **(\$400.00)** per year, as a taxable benefit to the employee under the following conditions:

- (i) The employee must make a combined minimum contribution of fifty (\$50.00) dollars per month or two hundred fifty dollars (\$250.00) as a lump sum contribution;
- (ii) The employee will have full control over which fund their investment is to be made within the plan;
- (iii) Employees will be allowed to transfer their funds from the Employer's RRSP carrier into another RRSP fund with no administration fee;
- (iv) The funds will be fully vested in the employee's name from the first day the contribution is made; and
- (v) **Any funds directed by the employee from their Vacation time, Personal Leave time or their annual PPE Allowance shall not be subject to matching in any form by the Employer.**

**The following proposals will be referred to in the memorandum and discussed at the JLM's going forward:**

**UP17 – Off-loading Trailers**

ABCRC has met with the Depot Association and the Association will ensure that their members are compliant with the requirement in the Service Agreement that all loads be shipped on pallets. This may take a couple of months to complete. ABCRC will inform Depots that as of December 1<sup>st</sup>, that carriers will be directed not to load any bags that are not on a pallet.

**UP18 – Maintenance Report**

We would propose to require a bi-annual Joint Labour Management Meeting and the maintenance request summary be placed on the agenda, along with other items requested by either party.

**UP19 – Employee Vehicles**

Management will request additional security patrols in the evenings and recommend that employees park their vehicles nose-in to make the rearend more visible to security cameras.

Management will investigate additional security camera to ensure effective coverage of the parking lot.

**UP22**

Management proposes that in the event of a situation in which either the federal or provincial government declare a health emergency that could impact employees (i.e., Covid) then the Employer and the Union shall convene a meeting Joint-Labour Management to discuss the steps taken by the Employer to comply with the federal and/or provincial guidelines.