

SOURCE	Union	
EFF.	94	03 27
TERM.	97	03 22
No. OF EMPLOYEES	91	
NO. OF EMPLOYÉS	80	

... Collective Agreement made this 15 day of April, 1994.

By and **between**: Home and Pittfield Inc., a body corporate carrying on business in the City of Calgary, Alberta hereinafter referred to as the "employer"

And: Miscellaneous Employees Teamsters Local 987 Calgary, Alberta, hereinafter referred to as the "Union".

Now therefore: The Union and the Employer mutually agree to as follows:

**Article 1. Bargaining Agency**

The Union shall be the sole bargaining agent for clerical employees of the employer excluding those in a supervisory capacity with the right to hire and fire, buyers, retail supervisors, sales persons employed at the Calgary office.

**Article 2. Union Security and Checkoff**

The Employer shall deduct from the wages of each Employee in the bargaining unit, whether a member of the Union or not, the amount of regular Union dues and remit the amount to the Secretary Treasurer of the Union. The dues shall be deducted from the first pay in each month and paid not later than the fifteenth (15th) day of each month. The Employer agrees to accompany the monthly payment to the Secretary Treasurer with the list of names of those employees for whom deductions have been made.

New employees hired after date of ratification shall be required to become members in good standing after thirty (30) days.

Initiation fees for Union members will be deducted and remitted to the Secretary Treasurer of the Union as per clause above.

**Article 3. Hours of Work, Wages and Overtime**

The basic work week for all employees governed by this contract shall be thirty-seven and one-half (37 1/2) hours.

Days off shall be consecutive except in circumstances where customer service or operational needs require otherwise. Positions carrying split days off shall be posted. Every employee shall be entitled to a weekend off at least once every four (4) weeks.

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Employees governed by the wage ~~scale~~ in effect prior to ratification shall remain on that scale for purposes of promotion and progression through the wage ~~scale~~.

Effective the date of ratification all newly hired staff shall be governed by ~~the~~ following "new hire rates"

Grades 1 and 2	\$8.75 per hour
Grades 3 and 4	\$10.00 per hour
Grade 5	\$11.25 per hour
Grade 6	\$12.50 per hour

Overtime may only be performed with due authorization of the employer.

Employees ~~called~~ in must be paid for ~~at~~ least four (4) hours provided they are prepared to work the hours. Employees may elect to leave prior to the end of the four (4) hour period in which case they would only be paid for time worked.

## **Article 4. Seniority**

- 4.01 Definition: For employees hired prior to the date of ratification seniority shall mean length of continuous ~~service~~ with the employer. For employees hired after the date of ratification seniority shall mean length of continuous ~~service~~ in the bargaining unit.
- 4.02 Seniority ~~Lists~~: The company shall post a seniority list annually. Employees shall communicate errors in the list no later than sixty (60) days from the posting date otherwise the posted seniority shall stand until the next annual posting.
- 4.03 Probation: A probationary period of thirty (30) working days shall be sewed by all new employees. Employees may be dismissed during the probation period with four (4) hours notice or pay in lieu of and no ~~recourse~~ to the grievance procedure.
- 4.04 For the purposes of vacation scheduling and the allocation of overtime, the Union recognized the following departments: Produce, Buying, Accounts Receivable, Accounts Payable, Secretarial and Data Processing. Department seniority will apply only for vacation scheduling and the ~~allocation~~ of overtime.
- 4.05 Layoffs: When an employee's position has been eliminated, the employee will be issued a letter advising them of such. ~~The~~ letter should contain the position eliminated, the effective date of the elimination and

the options available to the employee. The contents of the letter shall be discussed with the employee.

- 4.06** Bumping: An employee who no longer has a position can bump the employee with the least **overall** seniority, in any department, **provided that** they are **capable** of doing the work required, with no more than a two (2) day position orientation will be up to management to decide whether the employee **has** the skill required to perform the work. Should this not be the case, then the employee can proceed to the employee holding the next position from the bottom of the seniority list, and **the same tests are applied**. If once again this is not the **case**, then the employee can proceed to the employee holding the third position from the bottom of the **seniority** list and the same tests are applied. Failing the third position, the **employee** will be laid off.

A list of employees laid off within a department shall be kept by the department supervisor. When work becomes available again, then the last person laid off will be the first one recalled.

Employees laid off shall be entitled to severance pay **as required by** The Employment **Standards** Code.

## **Article 5. Vacancies and Promotions**

- 5.01** All **vacant** graded positions and newly created **clerical** classifications covered by the scope of this collective agreement **shall** be posted for three (3) working days to allow employees to apply. The company **will fill** the position on the basis of overall seniority **provided** an applicant of significantly greater merit and ability does not exist. Until **final** selection is **made**, the vacant position may be filled with temporary staff. Within two (2) weeks following the three (3) day posting period the company will fill the vacancy **and post** the name of the **successful candidate** on the **bulletin** board.
- 5.02** Newly promoted employees will serve a thirty (30) working day test period during which **time** training, if required, will take place. All **decisions** with **regard** to the nature and method of training will be the sole right of the employer. Employees not passing the thirty (30) day test period **will** be returned to their former position. **Employees** wishing to return to their former position may **do** so provided the request is made before the tenth (10<sup>th</sup>) working day of the test period. More than one request for return to a former position may **restrict** an employee's ability to be promoted.
- 5.03** Notwithstanding the above, the promoted employee may require a longer test period due to the nature of the position. This test period may be extended by the employer where circumstances warrant. This longer

period shall not exceed three (3) calendar months **unless** otherwise mutually agreed.

**5.06** If the duties of an existing job are significantly increased **or decreased**, a revised **grading** will be reviewed and agreed upon by the Union and the Employer. The Employer is free to **establish** a temporary grade for the position until such agreement is reached. In circumstances where agreement can not be **reached** either **party** may resort to the grievance **procedure as** provided by this agreement. **New** positions covered by the scope of **this** agreement shall be communicated to the Union and negotiated into **or** out of the bargaining unit.

**5.07** Relief Rates: Any employee who **fills** a **significant** portion of the duties of a higher position for more than one (1) day shall be entitled to that higher positions rate immediately above the employee's current hourly rate. An employee relieving a position that pays a rate **lower** than that employee's rate shall not have their rate reduced during the period of relief.

When **an** employee **is** required to cover more than one position at a time for more than one (1) day they shall be paid a premium of fifty (50) cents per hour worked.

**5.08** Transfers: The employer has the right to transfer from any **branch** employee who **is** already in the organization's service, with **out** that employee suffering a **loss** of seniority, providing **such transfer** does not displace an employee covered by this **agreement**.

**5.09** No employee shall be transferred to a position outside the branch without their consent.

## **Article 6. Vacation**

**6.01** Effective Date of Ratification all employees shall be entitled to paid vacation **as** outlined in Company Policy. No employees current entitlement shall **be** reduced however all future **additional** entitlements shall be governed by Company Policy. Employees who **would be** entitled to an additional weeks vacation during the three (3) months following ratification shall **be** entitled to the additional week and thereafter shall be governed by company policy.

**6.02** When a **General** Holiday **occurs** during an employee's vacation, the employee will **be** entitled to an **extra** days vacation to be taken at a time mutually agreeable to the employer.

**6.03** Vacation choices not made or any unreasonable length of time taken to make a choice **will** result in a loss of seniority for vacation purposes. Any

vacation entitlement not chosen in any employee's vacation year may be scheduled by the employer.

**6.04 Employees leaving on vacation will not be required** to work overtime on their **last** day of work prior to proceeding on vacation.

### **Article 7. Sick Pay**

**7.01** Sick pay shall accrue at a rate of one-half (1/2) day per month to a maximum of **twelve** (12) days.

**7.02** Effective one month following date of ratification the provision for sick pay out **shall** terminate. Employees **may elect** the sick pay out provision during this period.

### **Article 8. General Holidays**

**8.01 The following will be paid** holidays for **which** there shall be no deduction.

New Years Day	Canada Day	Remembrance Day
Family Day	August Civic Day	Boxing Day
Good Friday	Labour Day	Christmas Day
Victoria Day	Thanksgiving	

**8.02** Employees absent without the **employer's** consent or without a **Doctor's** certificate on the day before or the day following a **General Holiday will** not be paid for that holiday.

**8.03** When a General Holiday **falls** on a day of rest and another day is given in lieu thereof, the other day shall also be given under this contract.

### **Article 9. Bereavement Leave**

**9.01** Should **the** Death of an immediate family member **occur** an employee shall be entitled to one (1) weeks paid bereavement leave with pay. Immediate family shall be defined **as** spouse, children and parents. Other bereavement leaves shall be granted according to Company Policy.

**9.02** An employee may supplement bereavement leave with vacation or unpaid leave of absence.

### **Article 10. Management Rights**

**10.1** The Union acknowledges that it is the exclusive right of the Employer to operate and manage the business of the Employer in all respects.

Without limiting the generality of the foregoing, the Employer **reserves** all rights not specifically restricted or limited by the provisions of the Collective Agreement including the right to:

- a) Maintain **order**, discipline and efficiencies
- b) **From time to time, make rules and regulations to be observed**
- c) Direct the working force and create new **classifications** and work units and **determine** the number of employees, if any, needed from time to time **in** any work unit or classification and to **determine** whether or not a position will be continued **or** declared redundant.
- d) Hire, promote, transfer, lay off and **recall** employees and demote, discipline, **or** discharge for **just cause**.
- e) Designate and change the hours of operation of the office and the hours of work of each employee.

**10.2** The parties agree that the foregoing enumeration of management's **rights** shall not be deemed to **exclude** other functions not specifically set forth. The Employer therefore retains all rights not **otherwise** specifically covered **in** this agreement. The exercise of the foregoing rights shall not alter any of the specific provisions of this agreement, nor shall they be used to discriminate against an **employee solely because they are a** member of the Union, for serving on a union committee or reporting a violation of the Collective Agreement.

### **Article 11. Return to Work**

Employees on Long Term Disability or on Leave of Absence must provide reasonable written notice prior to returning to work.

### **Article 12. Spacial Leaves**

The Employer agrees to grant maternity and adoption benefits in **accordance** with the provisions of Division 10 of the Employment Standards Code of Alberta **as** amended.

### **Article 13. Strikes or Lockouts**

There **will** be no strikes, **lockouts**, **or** stoppages during the term of this contract pending settlement of a dispute in accordance with the grievance procedure outlined hereafter.

## **Article 14. Joint Labour Management Committee**

- 14.01 The Employer shall establish a Joint Labour Committee with **representatives** of the Union which shall meet once each quarter or **as** required. The Committee shall consist of the General Manager (or the appropriate Vice President or designate) and whatever management heads they require, the Union Stewards, and whatever other employees the parties may request.
- 14.02 The accredited representatives of ~~the~~ Union may visit the employees within the bargaining Unit, however, no Union business will be discussed on Company time. The Union Representatives will notify the General Manager or their designate of any visit to the work site.

## **Article 15. Discipline and Discharge**

- 15.01 A copy of all employee warning letters or notices of discipline shall be provided to the Employee and the Union. **Matters of discipline** shall be confidential.
- 15.02 Any record of **discipline** which has been placed on any employee's personal **file** shall be destroyed **after** one (1) year provided no other disciplinary action has occurred during the one (1) year period.
- 15.03 An employee shall not be given a written reprimand or be suspended or discharged except in the presence of a shop steward or in the absence **of** a steward then the employee shall be required to choose someone else in the Bargaining Unit. Should the employee not **elect** to choose an individual from the Bargaining Unit, then management shall select the most senior **Bargaining** Unit employee available.

## **Article 16. Grievance Procedure**

Any contravention or alleged contravention of the agreement or any difference **as** to the interpretation, application or operation of this agreement shall be considered a grievance. Any employee, the Union Steward **or** the **Employer** may present a **grievance**. Any grievance which is not presented by either party within thirty (30) days following the event giving rise to such grievance **shall be** considered abandoned. The Union and the **Employer's** Labour Relations **representatives** may mutually agree to involve themselves at any step of the **process**.

- Step One:** Resolution of the grievance shall be attempted through a meeting between the employee and their immediate supervisor. If a satisfactory settlement cannot be reached, then:

**Step Two:** Resolution of the grievance which shall be submitted by the employee and or shop steward will be attempted through a meeting between ~~the~~ the employee, the Union Steward and the immediate supervisor. If a satisfactory settlement cannot be reached, then:

**Step Three:** The **employee and the Union Steward shall** take ~~the~~ the matter up with the appropriate manager. If a satisfactory settlement cannot be reached, then:

**Step Four:** The grievance ~~shall~~ be submitted in writing to the General Manager and a meeting ~~will~~ be held between the General Manager, the ~~grievor~~, the Employer's Labour Relations representative, and the Union Steward. If a satisfactory settlement cannot ~~be~~ reached, the grievance may ~~be~~ referred to Arbitration **according** to Step Five. Both parties may elect Grievance Mediation.

**Step Five:** Arbitration

All grievances as to the interpretation, application, or operation, ~~or~~ any alleged violation of this agreement that cannot be settled by the representatives of the Employer and the Union via the grievance procedure, shall be submitted to Arbitration. The Board shall be composed of one person acceptable to both the Employer and the Union who shall act **as Chairman**. It is agreed that the expense of the ~~impartial~~ **Chairman** shall be equally borne by the Union and the Employer. In the event that the Union and the Employer cannot agree on the Arbitrator, the Arbitrator shall be appointed by the Director of Mediation Services.

Notwithstanding the foregoing, the parties ~~may mutually~~ agree to a single Arbitrator and the manner in which their positions are presented. The Union and the Employer's Labour Relations representatives may mutually agree to involve ~~themselves at~~ any step of the process.

## **Article 17. General**

The Employer will supply suitable clothing at work stations where dirty conditions exist, such as ~~the~~ the Mail Room and Computer **Operations**.




**Article 18. Duration, Termination and Amendments**

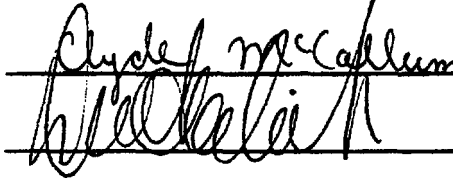
- 18.1 This agreement shall be in full force and effect as of 27th day of March, 1994 and continue in full force and effect through the 22nd day of March, 1997, and from year to year thereafter, **except as** hereafter provided.
- 18.2 **Either** party wishing to amend this Agreement shall give notice in writing of **such** desire to the **other party not less than** sixty (60) days or **more than** ninety (90) days prior to the **termination date** of this Agreement.
- 18.3 This **Collective** Agreement shall continue in force and effect until a new Collective Agreement has been executed or a strike or lock out commences.

SIGNED THIS 15 DAY OF April, 1994

FOR THE EMPLOYER

  
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FOR THE UNION

  
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