

THIS AGREEMENT entered into this 23<sup>rd</sup> day of March, 2006 between:

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**SYSCO Food Services of Edmonton**  
hereinafter called the "EMPLOYER"  
AND  
**Miscellaneous Employees**  
**Teamsters Local Union No. 987 Of Alberta**  
hereinafter called the "UNION"

**ARTICLE 1 - RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining agency with respect to wages, hours of work, seniority, grievance procedure and other terms and conditions of employment which are included in this Agreement, for all warehouse employees employed in the greater Edmonton area, excluding office staff, sales representatives, supervisory employees employed as such, and those above the rank of supervisor.

**ARTICLE 2 - RESERVATION OF MANAGEMENT RIGHTS**

2.01 The Union acknowledges that it is exclusively the right of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, direct and classify employees;
- (c) Promote and demote employees, or to suspend, transfer, lay-off or discharge employees for proper sufficient cause;
- (d) Make and alter from time to time incentive plans, policies, rules and regulations to be observed by employees provided such rules and regulations are not inconsistent with the terms of this Agreement;
- (e) Generally to manage the enterprise in which the Employer is engaged and, without limiting the generality of the foregoing, to determine the number of employees required and the methods, procedures, materials and equipment to be used, schedules of work and all other matters concerning the administration and operation of the warehouse not otherwise specifically dealt with elsewhere in this Agreement.

While the parties recognizes the aforementioned rights are held exclusively to the Employer, the Employer agrees to advise the Union of any incentive programs, policies or procedural changes within the work environment.

- (f) To provide modified work which may not necessarily be in a classification included in Article 1.

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- 2.02 The Employer agrees these rights will be exercised in a manner consistent with the provisions of this Agreement.
- 2.03 Management shall not perform duties that are normally performed by the employees they supervise except where the work is:
- (a) for the purpose of instruction or coping with an emergency.
  - (b) to overcome production difficulties caused by the unforeseen absence of an employee(s) due to illness, injury or being absent without leave.

Under normal circumstances management shall first inform the Shop Steward of the reasons for performing such work.

### **ARTICLE 3 - UNION SECURITY**

- 3.01 Upon receipt of written authorization in a form satisfactory to the Employer, the Employer will deduct from the employee's pay on his/her first pay in each calendar month during the term of this Agreement the amount of the Union Dues. The Union will advise the Employer, in writing, of the amount of the Union Dues, authorized by the employees in keeping with the Constitution and By-laws of the Union.
- 3.02 The Employer will transmit the total sum of the amounts so deducted along with a list of the names and the amount deducted to the Financial Secretary of the Union on or before the 15<sup>th</sup> day of the following calendar month.
- 3.03 Subject to the provisions of this Article, it shall be a condition of the employment that any employee who on the date hereof was a member of the Union in good standing or who becomes a member after that date shall maintain such membership as a condition of employment.
- 3.04 A new employee hired after signing of this Agreement shall become a member of the Union within thirty (30) calendar days following his/her date of hire. The Employer agrees to obtain applications for membership in the Union at time of hire from such employee.
- 3.05 Employee Union members shall be considered to have maintained membership in the Union in good standing so long as they pay the regular Union Dues uniformly required of all members of the Local Union.
- 3.06 Upon receipt of written authorization signed by the employee, the Employer will deduct the initiation fee from the pay of employees joining the Union, and such deduction will be made from the employee's pay in the pay period next following the week in which authorization is received by the Employer. The total amount so deducted will be transmitted to the Financial Secretary of the Union in the same manner as described under Section 3.02 above.

## **ARTICLE 4 - GRIEVANCE PROCEDURE**

4.01 Should any alleged grievance arise as to the interpretation and application of the provisions of this Agreement, such grievances shall be processed within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred, in the following manner and sequence:

FIRST: Between the aggrieved employee and his/her immediate Supervisor. If the employee desires, he/she may request that his/her steward or a Union Representative accompany him/her. The decision of the Supervisor shall be given within three (3) working days following presentation of the grievance. Failing settlement; then

SECOND: Within five (5) working days following the decision under the first step, the grievance will be presented in writing to the Operating Company's Human Resources Manager, who will hear the matter with the Warehouse Manager. The decision at the second step shall be given within five (5) working days.

A grievance reaching this step must be presented in writing; however, it is understood that no grievance will be rejected by reason of defect in form or technical error in the written statement. Failing settlement; then

THIRD: Within five (5) working days following the decision under the second step, the grievance will be presented in writing to the Operating Company's Director of Human Resources, who will hear the matter with the Director of Operations, and who may be accompanied by the Operating Company's President, The decision at the third step shall be given within ten (10) working days.

FOURTH: If the grievance remains unsettled, then within ten (10) working days of the date of the decision under the third step, the grievance shall be referred to an Arbitration Board as provided under Article 5 of this Agreement.

The aggrieved employee shall have the right to have his/her shop steward present throughout all steps of the grievance procedure and the grievor may be present at all steps as well.

4.02 The term "working day" for the purposes of this Article shall not be deemed to include Saturdays, Sundays and Paid Holidays.

4.03 If the Employer wishes to grieve to the Union against any action of the Union, its Officers or members, the foregoing procedure may be followed commencing with the second step.

- 4.04 If an employee, who has completed the probationary period, alleges that he/she has been unjustly discharged, he/she shall notify the Employer in writing, within three (3) working days after date of separation, stating the reason of objection to the discharge and the grievance will be considered commencing with the second step of Section 4.01 of this Article.
- 4.05 Should any grievance arise directly between the Employer and the Union as to the interpretation and application of the provisions of this Agreement, the grievance shall be taken up commencing with the second step of Section 4.01 of this Article.
- 4.06 Pending settlement of any grievance, the aggrieved employee shall perform the duties assigned to him/her by the Employer.
- 4.07 A Union Representative as contained in this Article shall mean a full-time employee of the Miscellaneous Employees Local Union No. 987.
- 4.08 A Shop Stewards Committee, the number not to exceed three (3) who shall be regular employees of the Employer with seniority, shall be elected by the Union, in a manner determined by them, and the Employer shall be kept informed of the personnel of this Committee.
- 4.09 When an employee is disciplined, and such discipline is to be entered in his/her personnel file, the employee shall be informed of their right to be accompanied by a Union Steward. The absence of the Union Steward shall not, however, be reason to postpone the discipline. Another employee, of the disciplined employee's choice, will act as a witness in the event the Union Steward is not available. If an employee is issued a written reprimand, the Employer shall copy such letter to the Union.

#### **ARTICLE 5 - ARBITRATION**

- 5.01 When either party requests that a grievance be submitted to arbitration as hereinafter provided, an Arbitration Board shall be established within thirty (30) days from the date of such request and shall consist of three (3) members, one to be nominated by the Employer and one by the Union and a third who shall act as Chairman to be mutually agreed upon by the other two nominees. In the event of failure of the two nominees to agree upon a Chairman, such Chairman who shall be someone other than a Civil Servant, shall be appointed by the Minister of Labour of the Province of Alberta. A decision of the Majority of the Arbitration Board shall be deemed to be the decision of the Board and shall be final and binding upon the parties hereto and the employee concerned.
- 5.02 This Agreement shall not be altered, modified or amended by the Arbitration Board, nor shall the Arbitration Board make any decision inconsistent with the provisions thereof.
- 5.03 No grievance may be submitted to Arbitration which has not been properly carried through the required steps of the grievance procedure.

- 5.04 The Union and the Employer shall pay the fees and expenses of their respective nominees and the fees and expenses of the Chairman shall be shared equally between the Employer and the Union.
- 5.05 The Employer and the Union may mutually agree to a single Arbitrator rather than a Board consisting of three (3) members. The costs of a single Arbitrator shall be divided equally between the Employer and the Union.

#### **ARTICLE 6 - NO STRIKE OR LOCKOUT**

- 6.01 In view of the orderly procedure established by this Agreement for settling grievances, the Employer agrees that there will be no lockout of its employees and the Union agrees there will be no strike or other collective action which will stop, curtail or interfere with work of the Employer's operations. The Union agrees that if any such collective action takes place, they will repudiate it forthwith and require their members to return to work.
- 6.02 The Union agrees that no strike vote of the members will be taken during the term of this Agreement or the course of negotiations with the Employer for renewal or extension thereof until an attempt has been made in good faith to settle any differences arising in such negotiations by conciliation.

#### **ARTICLE 7 - SENIORITY**

- 7.01 (a) (i) A full-time employee shall be considered on probation and will not be subject to the seniority provisions of this Agreement nor shall his/her name be placed on the seniority list until after he/she has completed three (3) months of employment within the bargaining unit within any twelve (12) consecutive calendar months. Upon completion of such probationary period, the employee's name shall be placed on the seniority list with seniority entitlement calculated to the date commencing three (3) months immediately prior thereto. The seniority list shall contain the employee's classification.
- (ii) A part-time employee shall be considered on probation and will not be subject to the part-time seniority provisions of this Agreement nor shall his/her name be placed on the part-time seniority list until he/she has completed one thousand (1,000) hours of employment in the bargaining unit within any twelve (12) consecutive calendar months. Upon completion of such probationary period, the employee's name shall be placed on the part-time seniority list and such list shall show accumulated hours. A Summer Relief employee promoted to part-time status shall be credited for seniority purposes a maximum of seven hundred and fifty (750) hours. Therefore, a minimum of two hundred and fifty (250) hours must be worked as part-time before attaining seniority.

- (iii) A part-time employee who is promoted to full-time status shall have a full-time seniority date effective the date of such promotion subject to Article 11, Section 11.08, Sub-Section (d).
  - (iv) It is understood and agreed that all hours worked or paid shall accumulate towards seniority.
  - (v) The Employer shall maintain and post updated seniority lists every January 1<sup>st</sup> and July 1<sup>st</sup>.
- (b)
- (i) Except as provided otherwise in this Collective Agreement, Part-time and Summer Relief employees are not entitled to benefits normally accorded Full-time employees. Part-time employees who have completed the probationary period referred to herein shall, when promoted to full-time status, be promoted in order of their part-time seniority, availability and desire to become full-time. Other than relieving for the absent employee for such absences such as leave of absence, sickness, vacation, injury, etc., the Employer shall not have in excess of fifteen (15) percent of the regular hours worked in the warehouse worked by employees classified as Part-time employees (excluding Summer Relief). The Employer shall audit the regular hours worked by Part-time employees every four (4) pay periods and promote Part-time employees to the position of Warehouse Person if that is required to maintain the percentage of fifteen (15) or less.
  - (ii) A Part-time employee promoted to full-time status shall be scheduled on either the night or off-shift. In the event a full-time position is now created on the day shift, the day shift position shall be posted in order to allow a full-time employee on the night shift preference for such shift.
  - (iii) The Employer shall make its best efforts to accommodate the filling of such postings in a timely manner.

7.02 In the event of a work shortage resulting in the lay-off of employees covered by this Agreement, the order of lay-off shall be as follows:

- FIRST: Probationary part-time employees.
- SECOND: Part-time employees with seniority.
- THIRD: Probationary full-time employees.
- FOURTH: Full-time employees with seniority.

7.03 In the event it becomes necessary to increase the workforce, for employees covered by the Agreement, persons on lay-off with seniority will be recalled in reverse order of lay-off provided the person with the greater amount of seniority has the required qualifications and can perform the duties assigned to him/her in a satisfactory manner.

7.04 (a) Promotion within the bargaining unit shall be based on ability, merit and seniority. Ability and merit being equal, seniority shall prevail. Promoted employees will be given up to a thirty (30) scheduled day trial period in which to qualify. During such thirty (30) scheduled day trial period, the promoted employee shall be permitted to return to his/her previous position and the Employer shall also have the right to return the employee to his/her previous position during such trial period. In the event the promoted employee returns to his/her previous position, the Employer shall re-post the position if another employee who applied to the initial posting is not promoted.

(b) Full-time vacancies or newly created classifications within the bargaining unit will be posted for seven (7) calendar days so that employees applying will be considered along with other senior employees who have suitable qualifications. The successful candidate for the posting shall be determined within seven (7) calendar days of the conclusion of the posting period and shall be placed into the new positions within a further fourteen (14) calendar days. If this does not occur, the Employer shall advise the Union of the reason(s) for the delay. Such vacancies shall be filled as set out in the first paragraph of this section. Postings shall indicate the shift having the vacancy. It is understood that full-time vacancies shall be posted and such full-time vacancies are created when a full-time employee quits, dies, is terminated, retires, leaves the service of the Edmonton Operating Company, is promoted out of the bargaining unit, the Employer requires more than the present number of employees in any classified position, or a full-time employee's status is changed to part-time at the employee's request. For any such vacancy where there is a continuing requirement to fill the position, there shall be an initial posting and then a subsequent posting if the initial posting is given to a full-time employee, or a full-time employee's status is changed to part-time at the employee's request. Vacancies created due to promotion out of the bargaining unit shall be posted after the time limits referred to in Section 7.09 have expired.

Should a full-time employee be successful in obtaining an initial posting and subsequent posting is also filled by a full-time employee, the Employer shall post a third vacancy prior to filling any subsequent vacancies through management discretion.

(c) Senior employees, with seniority, shall be given temporary positions of one (1) week or more duration, with the understanding that these positions will only be available and filled after giving consideration to the efficiency and needs of the business. Employees wishing to be considered for these temporary positions shall indicate same by written request to management with a copy to the Union Steward.

If a temporary work assignment occurs during a shift the assignment will be offered to the senior qualified employee provided the assignment is known to be greater than two (2) hours.

All training opportunities will be posted for fourteen (14) calendar days and will be offered to interested employees by seniority who have signed the posting and who make themselves available. The training posting will contain the number of available opportunities and the date that the training will be held. Employees without the required training may be denied a posted position.

- (d) The Employer shall provide the Union with a copy of the notice indicating the successful candidate to the posting.
- (e) An employee on vacation shall be eligible to make written application on vacancies posted while he/she is on vacation.

7.05 When recalling an employee from lay-off, the Employer shall notify him/her by registered letter sent to his/her last known address and a copy of the letter will be sent to the Chief Steward of the Union. The employee shall notify the Employer of his/her intention to return to the service of the Employer within two (2) working days of the date of registration of such letter and shall return within the next two (2) working days. In cases where it is necessary to secure workers in less time than the required notice, the Employer, if unable to make contact with the senior eligible employee, may recall the next senior employee and so on down the list until the vacancies are filled. Should the senior employee subsequently report within the required time, he/she shall be given the work for which the next senior employee was recalled. It shall be the responsibility of each employee to notify the Employer of all temporary or permanent changes in address.

7.06 In the case of identical seniority dates, Employer service shall be used to determine seniority. In the case of identical Employer service dates, seniority shall be determined by a random draw.

7.07 Seniority shall be considered broken, all rights forfeited and there is no obligation to rehire when an employee:

- (a) voluntarily resigns from the service of the Employer;
- (b) is discharged for just cause;
- (c) is absent from work without good and proper reason satisfactory to the Employer;
- (d) fails to return to work when recalled from lay-off as provided under Section 7.05:



- (e) has been off the payroll of the Employer for a period longer than the time allowed in the following schedule:

<u>Length of Seniority at Date of Separation</u>	<u>Length of Allowable Time Off Employer Payroll</u>
Over 3 months but less than one year	Time equivalent to one-half (½) his/her length of service.
One year or over	Time equivalent to length of service but not exceeding one (1) year.

7.08 Leave of absence may be granted to an employee by the Employer for good and sufficient reason upon application by the employee provided the granting of such leave does not interfere with the requirements of the business. If the leave of absence is for a period of one (1) week or more, written application shall be made by the employee to the Employer, and if the leave is granted by the Employer, it shall be confirmed in writing and a copy thereof sent to the Union. When such leave of absence has been confirmed in writing, it shall not be revoked by the Employer without first advising the Union. In the event a leave of absence is not granted to an employee, the employee shall have the right to have his/her leave of absence request reviewed by the President, as soon as possible. Seniority shall accumulate through periods of such leaves of absence.

7.09 An employee in the bargaining unit promoted to a position outside the bargaining unit shall continue to accumulate seniority for a period of six (6) calendar months. If such employee elects to remain outside the bargaining unit at the end of such six (6) month period, he/she will forfeit his/her seniority.

If the employee returns to the bargaining unit, and has forfeited his/her seniority, he/she shall not be placed in a classified position unless it has not been filled through the posting procedure or is currently filled by an employee who does not have seniority.

## **ARTICLE 8 - VACATIONS**

8.01 Vacation shall be calculated to and in recognition of service ending with a cut-off date of April 1<sup>st</sup> each year and such employee shall become entitled to his/her first vacation not exceeding two (2) weeks on April 1<sup>st</sup> in the calendar year next following date of hire. On each April 1<sup>st</sup> thereafter he/she shall become entitled to a regular annual vacation. Employees vacation pay affected by the change of cut-off date to April 1<sup>st</sup> shall have such adjustment made on their last pay cheque upon their service terminating with the Employer.

8.02 In calculating the first vacation for an employee the following formula will apply:

$$\frac{\text{Completed Weeks of service on March 31}^{\text{st}} \text{ in year of vacation}}{52} \times 10 \text{ days} = \text{Days of Vacation}$$

"Days of Vacation" shall not exceed ten (10) working days and will be determined by rounding to nearest full day.

8.03 Effective the 2002 vacation year, Employer service shall be used to calculate vacation entitlement. The duration of the vacation shall be based on the employee's Employer service on December 31<sup>st</sup> of the calendar year in which vacation is granted as follows:

<u>Length of Service</u>	<u>Length of Vacation</u>
1 year and less than 4 years	2 weeks
4 years and less than 10 years	3 weeks
10 years and less than 18 years	4 weeks
18 years and over	5 weeks

8.04 Part-time employees may request time off to be taken at a mutually agreeable time.

Part-time employees will be eligible for vacation pay as follows:

<u>Length of Employer Service</u>	<u>Vacation Pay</u>
Less than 5 years	4%
5 years and more	6%

When a part-time employee is promoted to full-time status, service with the Employer shall be used to determine vacation entitlement.

8.05 Vacation pay for each week of vacation shall be basic weekly hours at the regular hourly rate pro-rated on the number of weeks of earnings for which vacation pay has not been granted in the twelve (12) months (for the first vacation the full period of service) immediately preceding the cut-off date.

8.06 In the case of an employee who leaves the service of the Employer, he/she shall receive vacation pay up to the date of leave calculated back to the last cut-off date for which he/she has already received vacation pay. (For an employee who leaves before his/her first cut-off date, the calculation shall be made back to the date he/she was employed.)

8.07 Where vacation pay is greater under Provincial legislation it shall replace the foregoing.

8.08 Each employee shall take his/her vacation during the vacation year in which he/she becomes entitled.

8.09 Where an employee is entitled to four (4) or more weeks vacation, those weeks of vacation in excess of three (3) shall be selected after other employees on the shift have made their initial request.

8.10 Vacation lists shall be circulated within the applicable shift as early as possible, but not later than January 30<sup>th</sup> in the year to allow employees an opportunity to select their vacation schedule. Employees must indicate their vacation preference to the Employer by February 15<sup>th</sup> to enable the finalization of vacation scheduling. Employees failing to make their wishes known by this date will be allocated to the remaining available weeks.

Where an employee's vacation has been confirmed in writing it shall not be altered or revoked by the Employer without first advising the Union.

8.11 There shall be a separate vacation list and schedule for the day and night shifts.

8.12 Effective the 2003 vacation year, the Employer will accommodate, through the vacation scheduling process and subject to the needs and efficiencies of the business, a minimum of four (4) day shift employees and eight (8) night shift employees on vacation in any given week. Effective the 2006 vacation year, the Employer will accommodate, through the vacation scheduling process and subject to the needs and efficiencies of the business, a minimum of fourteen percent (14%) of day shift employees and twelve percent (12%) of night shift employees on vacation in any given week. For the purpose of this clause, night shift shall be defined as commencing after 12:00 noon.

8.13 Vacations may be taken only as full weeks or multiples thereof with the exception being where a Paid Holiday falls within the vacation period. In such case the Employer will give the employee the opportunity of receiving eight (8) hours pay at the employee's regular hourly rate for such Paid Holiday or allocating an alternate day to be taken at a time to be agreed upon between the Employer and the Employee.

8.14. An employee who is entitled to four (4) and/or five (5) weeks of vacation shall have the option of receiving vacation pay for the fourth and/or fifth week of vacation in lieu of taking such vacation.

8.15. If a night shift employee fills a day shift vacancy for more than sixteen (16) weeks, The Employer will accommodate his/her vacation selection if time is available within Section 8.12. This accommodation will be limited to two (2) weeks.

#### **ARTICLE 9 - HOURS OF WORK**

9.01 (a) The regular hours of work for warehouse employees shall not exceed eight (8) per day or forty (40) per week, or ten (10) per day or forty (40) per week, unless otherwise mutually agreed between the parties. Employees scheduled or called in to work shall receive a minimum of four (4) hours of work or pay.

- (b) Changes will only be made to an employee's regular hours of work due to the needs and efficiencies of the business. Forty-eight (48) hours notice of such change shall be given to each affected employee unless this change is caused by an emergency such as, but not restricted to, absenteeism, receipt of product or mechanical breakdown. This notice shall not apply to overtime work. If either a temporary shift or a new shift that the Employer is trying on a trial basis exceeds thirty (30) days, then such shift or shifts shall be considered permanent and a posting is required.

In the event the Employer transfers an employee to a temporary shift or a new shift that the Employer is trying on a trial basis, such transfers will be done on the basis of seniority with senior employees having the first right of refusal.

- (c) In the event the Employer transfers an employee to a different shift (i.e. days, nights or off-shift) on a temporary basis and such transfer is not to relieve for the absent employee and such transfer lasts in excess of thirty (30) days, the Employer shall then post this shift.
- (d) A new shift is created and requires a posting when:
- i. a previously posted shift has a change in scheduled days, or
  - ii. a previously posted shift has the originally posted starting time changed by more than one (1) hour (day shift one (1) hour or more) on at least two (2) days of the scheduled work week, or
  - iii. the Employer has a requirement to have more full-time positions within a classification and this is subject to the percentage referenced in Article 7, Section 7.01, Sub-section (b).
  - iv. A part time employee works a forty (40) hour shift for a minimum period of four (4) consecutive weeks.

Any shift changes not requiring a posting will be offered by seniority to those on the affected shift.

- (e) In the event that the change of starting time directly affects forty percent (40%) or more of the employees on the affected shift(s), the Employer and the Union will meet to mutually agree on utilizing the posting process or the seniority process to fill the shift. The seniority process shall be defined as offering the changed shifts to all employees by seniority.

- (f) A senior full-time employee who has a reduction of regular hours or loss of their shift due to the Employer no longer having a requirement for such shift, or the same number of full-time employees in that classification on such shift, or the classification itself, shall, ability and merit being equal, have the opportunity, based on his/her seniority, to exercise shift preference over a more junior employee.

- 9.02 (a) Time worked by a fulltime employee in excess or outside of his scheduled hours of work on a regular working day and/or work week shall be considered overtime once forty (40) straight time hours have been compensated.

When the Employer requires employees to work overtime, the following procedure shall be followed for the assignment of such overtime:

- 1.) When the employer requires employees to work at the end of their scheduled shift, then the employees who have signed the overtime notice will be the first offered the overtime.
- 2.) When an insufficient number of such employees are available based on the overtime notice, the overtime will be then offered to the senior full-time employees on that shift.
- 3.) When there is yet an insufficient number of such employees the overtime will be offered to the senior employees prior to the start of their regular shift.
- 4.) When there is still an insufficient number of such employees, the overtime will be offered to those employees on a day of rest.
- 5.) When there is still an insufficient number of such employees, the overtime will be assigned in reverse order of seniority to the qualified employees.

In all the above situations, except for subsection 5, employees will be released in reverse order of seniority.

In number 5 above, employees will be released in order of seniority, with senior employees having first right of refusal to being released.

- (b) For all hours worked in excess of the number of hours set out in 9.01(a) above, an employee shall be paid at the rate of time and one-half (1½). Or in the alternative, an employee may bank his/her overtime at the straight time rate. This banked time shall be taken at a mutually agreeable time between the employee and the Employer. In the event the Employer has excessive requests to take such banked time, the employee with the greater seniority shall be given first consideration. All such banked time must be taken by March 31<sup>st</sup> of the subsequent year. If the Employer has prevented the employee from taking his/her banked overtime prior to March 31<sup>st</sup> of the subsequent year, then the employee shall be paid his/her banked overtime at one and one-half (1½) times his/her regular rate.

For all hours worked in excess of three (3) hours at the end of a scheduled shift or twelve (12) hours in excess of scheduled hours in a week, an employee shall be paid at the rate of double their regular hourly rate. This will not apply to regular scheduled hours worked or paid on a Paid Holiday or for days when an employee participates in major inventories.

- (c) For overtime on a day of rest.

The Employer shall, at the end of each week, post an overtime notice which shall be applicable for both the day and night shifts of the following week, whereby employees wishing to be considered for overtime on their day of rest will make their daily availability known by signing such overtime notice. Subject to qualifications and ability being equal, the senior full-time employee who is on a day of rest will be the first offered the overtime. In such situations, employees will be released in reverse order of seniority. Day of rest will be defined as the twenty four (24) hour period immediately following the employee's last regular scheduled shift. In the case of two (2) consecutive days of rest, it shall be defined as the forty eight (48) hour period immediately following the employee's last regular scheduled shift. In the case of three (3) consecutive days of rest, it shall be defined as the seventy two (72) hour period immediately following the employee's last regular scheduled shift.

- (d) For overtime that is required prior to a scheduled shift.

If the Employer requires employees to work prior to the start of their scheduled shift, then, subject to qualifications and ability being equal, the senior full-time employee scheduled to work within a four (4) hour period prior to the start of the overtime, or such time greater than four (4) hours as determined by the Employer, will be the first offered the overtime.

- (e) Miscellaneous

Overtime shall be on a voluntary basis, however, it is agreed that when overtime is required, it shall be offered as per the provisions of Section 9.02. Employees who have a legitimate reason for not being able to work the required overtime assignment shall not be required to perform such overtime assignment.

Notwithstanding the above, the Employer, subject to qualifications and ability, shall call the part-time or summer relief employees or call the senior qualified employees that would not be on the overtime premium. In addition, it is the Employer's intent that senior employees, who are willing to work overtime, are assigned the same amount of overtime or more as junior employees.

The Employer shall call the senior qualified full-time employee if a part-time or summer relief employee would be on the overtime premium.

- 9.03 When an employee is required to work more than two (2) hours overtime immediately following the end of a scheduled shift, he/she will be provided with a meal allowance of eight dollars and fifty cents (\$8.50).
- 9.04 The Employer will provide two fifteen (15) minute rest periods on each eight (8) hour, or longer, work day, one in the morning and one in the afternoon. An employee who works more than one and one-half (1½) hours overtime after the end of his/her regular shift will be provided a fifteen (15) minute rest period. Such rest periods shall continue on two (2) hour intervals thereafter.
- 9.05 (a) Effective the first full pay period following March 27, 2004, one dollar and ten cents (\$1.10) per hour shall be paid in addition to the employee's regular rate for each full scheduled hour worked between 4:00 PM and 6:00 AM where the schedule calls for his shift to commence after 12:01 PM and prior to 12:00 midnight. Such premium is not considered to be part of the employee's regular rate and will not apply when overtime rates are paid. (Summer Relief employees are not entitled to this premium.) Employees shall continue to receive the night shift premium for overtime work following their scheduled shift if they were eligible for such premium during their scheduled shift but in no event shall such premium be applicable after 6:00 AM. An employee whose shift commenced prior to midnight shall be entitled to such premium for all scheduled hours worked past 6:00 AM.
- (b) Effective the first full pay period following March 26, 2005, a freezer premium of one dollar (\$1.00) per hour shall be paid for each full hour an employee is required to work in the freezer.

9.06 Paid Holidays

- (a) The following shall be considered as Paid Holidays:

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

Pay for Paid Holidays is determined as follows:

- (i) No employee is eligible unless he/she has worked in excess of thirty (30) days in the previous twelve (12) months.
- (ii) No employee is eligible if he/she does not work on a Paid Holiday when he/she is required or scheduled to do so.

- (iii) No employee is eligible if he/she is absent from work, without management consent, on his/her last regular working day preceding or his/her first regular working day following the Paid Holiday. An employee absent from work due to a bona fide illness will be eligible for Paid Holiday if, upon his/her return to work, he/she produces a doctor's certificate satisfactory to the Employer.
- (b) If an employee is not excluded from Paid Holiday Pay as per "(a)" above then:
- (i) If a Paid Holiday falls on a day that would, but for the Paid Holiday, have been a working day for an employee and the employee does not work on that day, the Employer shall pay the employee, for that day, Paid Holiday pay that is at least equal to the average daily wage of the employee.
  - (ii) If a Paid Holiday falls on a day that is not normally a working day for an employee, but the employee is required or scheduled to work on the Paid Holiday day, the Employer shall pay the employee, for each hour of work of the employee on that day, Paid Holiday pay of a sum that is at least equal to one and a half (1½) times the hourly wage of the employee and a sum that is at least equal to the average daily wage of the employee.
  - (iii) If a Paid Holiday falls on a day that would, but for the Paid Holiday, have been a working day for the employee and the employee works on the Paid Holiday, the Employer shall pay the employee for each hour of work of the employee on that day, a sum that is at least equal to one and a half (1.5) times the regular hourly wage of the employee, and a sum that is at least equal to the average daily wage of the employee.
  - (iv) Paid Holiday pay shall be based on the wage an employee would be entitled to if the employee worked on a normal working day of the Employer that is not a Paid Holiday.
- (c) If a part-time employee is not excluded from Paid Holiday Pay as per "(a)" above then:
- (i) All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least thirty-two (32) hours or more per week in the four (4) weeks preceding the week in which a Paid Holiday occurs, shall receive eight (8) hours pay at his/her regular hourly rate for each holiday.
  - (ii) All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least twenty (20) hours per week, but less than thirty-two (32) hours per week in the four (4) weeks preceding the week in which a Paid Holiday occurs, shall receive six (6) hours pay at his/her regular hourly rate for each holiday.



- (iii) All part-time employees who have been employed thirty (30) calendar days or more and have worked at least ten (10) hours a week, but less than twenty (20) hours per week in the four (4) weeks preceding the week in which a Paid Holiday occurs, shall receive four (4) hours pay at his/her regular hourly rate for each holiday.
- (d) The payment of overtime or holiday rates in this Article shall not be construed to require duplication of overtime or holiday pay involving the same hours of work.
- (e) Effective March 25, 2006, all full time employees who are eligible for the statutory holiday pay will, for the holidays of Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, August Civic Holiday and Family Day bank those days to be taken as five (5) additional days of vacation and three (3) floater days.

The additional vacation days will be requested after all regular vacation has been selected, The three (3) floater days will also be requested at that time. Floater day requests not made at this time may be submitted at a later date but a minimum of fourteen (14) calendar days must be provided prior to the requested day(s) off.

The total number of employees off on a given day with floater time will not exceed two and the total number of employees off for a combination of vacation and floater time will not exceed those limits set out in article 8.12.

Employees may draw from this entitlement prior to having worked the statutory holidays however if the employee does not qualify for the above mentioned statutory holiday as per 9.06 (a) and/or terminates prior to the end of the year, any time that was taken but not earned will be deducted from the employees' pay.

All additional vacation and floater time must be taken by March 31<sup>st</sup> of the subsequent year. If the Employer has prevented the employee from taking his/her three (3) float days prior to March 31<sup>st</sup> of the subsequent year, then the employee shall be paid out at a rate of one and a half (1½) times the hourly wage of the employee.

## **ARTICLE 10 - WAGES**

10.01 Wages and classifications of work shall be set out in Schedule "A" attached hereto and forming part of this Agreement.

10.02 Where it is necessary to establish a new classification and wage, the Employer shall discuss such change with the Union. If the Employer and the Union are unable to agree on the wage for this new classification, the parties will present their positions through Mediation. Failure to agree during this process will result in the matter being referred to Arbitration commencing at the fourth step of the grievance procedure provided herein.

## **ARTICLE 11 - GENERAL**

### 11.01 Bulletin Board

The Employer shall designate a bulletin board for the use of the Union in a conspicuous place for the purpose of posting routine Union bulletins and notices.

### 11.02 Welfare Plans

The Employer will pay the full cost of the Alberta Health Plan and contribute to the Green Shield Canada Plan on the same basis as at present.

### 11.03 Sick Pay

The sick pay plan underwritten by the Great West Life Insurance Company, or if it is deemed desired in the future, underwritten by the Employer itself, shall be amended as provided under the Memorandum Regarding Weekly Indemnity.

After six (6) months of full-time service, employees shall be granted one (1) day per month sick leave credit cumulative to a maximum of five (5) days. An employee may not draw from such accumulated sick pay unless he/she has a total of three (3) days so accumulated, and then, except as provided under the Memorandum Regarding Weekly Indemnity, he/she may draw a maximum of five (5) sick leave days in any calendar year.

Employees shall have the option to have half of their unused sick days paid out as of December 31<sup>st</sup> and have the remaining half apply toward their accumulation for the next calendar year.

### 11.04 Union Representatives

Union Representatives, as defined under Section 4.07 of this Agreement, may visit the warehouse but will not conduct any Union business on Employer time.

### 11.05 Dental Plan

This benefit shall apply to full-time employees and be subject to the eligibility requirements of the Plan with:

- (a) allowable expenses based on the current Alberta Dental Fee Schedule;
- (b) effective January 1, 2003, the maximum annual benefit shall be one thousand five hundred dollars (\$1,500.00);
- (c) benefits that include seventy-five (75) percent coverage on crowns, bridges and major restorative expenses.

#### 11.06 Bereavement Pay

Where a full-time employee, or a part-time employee, is absent to arrange or attend the funeral of his/her spouse, parent, child, stepchild, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, or grandchild, he/she shall receive pay at his/her regular hourly rate for scheduled hours lost on up to three (3) scheduled days ending with the day following the funeral.

An employee who acts as a pall-bearer shall receive such pay for scheduled hours lost on the day of the funeral.

#### 11.07 Jury Duty

The Employer shall continue to pay a full-time employee for scheduled hours at his/her regular hourly rate for time he/she is away when summoned to appear as a witness or required to serve jury duty or summoned to appear for jury selection. Within one (1) month of the employee's return to work he/she will reimburse the Employer the full amount of any court fees received from the Government. It is understood that the employee will report to work during regular hours that he/she is not required to attend court and may be required to produce a certificate of service from the court office if requested by the Employer. Following completion of jury duty, or being summoned to appear for jury selection, employees on the afternoon or night shift shall be granted eight (8) hours rest prior to the commencement of their next scheduled shift.

Part-time employees shall be eligible for this benefit to the extent that jury duty was on a regularly scheduled day of such part-time employee.

#### 11.08 Part-time Employees

The Employer may employ part-time employees under the following conditions:

- (a) To supplement the regular work force, to provide additional help on an incidental basis, to cover peak work periods, and other such times as necessary to cover an absent employee.
- (b) A part-time employee will not displace a full-time employee.
- (c) Each part-time employee shall as a condition of continuing employment, pay for those months in which the employee has earnings, Union dues in accordance with Article 3 of this Agreement.

Excluding Saturdays or Sundays part time employees will not work Monday through Friday shifts on a dayshift for more than twenty (20) regularly scheduled hours.

- (d) Part-time employees shall be given the first opportunity to qualify as a full-time employee and if selected placed on the full-time seniority list from that date. In the event a part-time employee has not attained part-time seniority as of being made a full-time employee, then such employee shall be placed on the full-time seniority list from that date after completing a probationary period the lesser of one thousand (1,000) hours or three (3) months as indicated in Section 7.01 of this Agreement.

A full time position will be posted when part time employees work a shift of forty (40) hours or more per week within a classification for a period of four (4) consecutive weeks.

- (e) Effective October 1, 1999, a part-time employee who has accumulated in excess of five thousand (5,000) hours seniority (excluding summer relief hours accumulated subsequent to 1997) and who regularly works in excess of twenty (20) hours per week shall be entitled to the following Employer paid benefits:
  - (i) Vision Care Plan
  - (ii) Dental Care Plan
  - (iii) Prescription Drug Benefit
  - (iv) Alberta Health Care Plan

#### 11.09 Summer Relief Employees

The Employer may employ summer relief employees under the following conditions:

- (a) The summer relief period is April 1<sup>st</sup> through to the Saturday preceding the Sunday following September 14<sup>th</sup> that is the start of a pay period.
- (b) A summer relief employee will not displace a full-time employee.
- (c) Each summer relief employee shall, as a condition of continuing employment, pay for those months in which the employee has earnings, Union dues in accordance with Article 3 of this Agreement.
- (d) A summer relief employee shall not:
  - (i) accrue seniority rights;
  - (ii) be entitled to benefits normally granted other employees;
  - (iii) be guaranteed a minimum number of hours per week.
- (e) Summer relief employees will be employed under the classification and at wage rates as stipulated in Schedule "A".

- (f) Summer relief employees who continue to work for the Employer after Labour Day shall have their status changed to that of part-time and shall be paid accordingly. Unless this employee has a break in service, his/her rate shall not be readjusted to that of summer relief if he/she continues in the employment of the Employer until the following April 1<sup>st</sup>.

11.10 Safety Footwear

As it is a requirement to wear Employer approved safety footwear, employees with either full-time or part-time seniority shall receive an allowance of ninety dollars (\$90.00) towards the purchase of such footwear. Such allowance shall be paid through payroll deposit once a year to those eligible as of May 1<sup>st</sup> of each year. Employees required to work in the freezer shall receive an annual allowance of one hundred and fifteen dollars (\$115.00) rather than the ninety dollars (\$90.00) referred to above.

11.11 Employer Supplied Articles

The Employer shall continue their present practice of supplying coveralls to the employees. Employer supplied coveralls, parkas, mitts, gloves, headwear, etc. shall remain on the Employer's premises unless removed for the purpose of cleaning and repairs.

11.12 Hearing Care Plan

The Employer shall provide a Hearing Care Plan providing a lifetime benefit of five hundred dollars (\$500.00) to those eligible.

11.13 Vision Care Plan

The Employer shall provide their optical plan which covers eligible individuals for one hundred and fifty dollars (\$150.00) every twenty-four (24) months.

**ARTICLE 12 - DURATION OF AGREEMENT**

12.01 The term of this Agreement shall be from March 26, 2006 to March 25, 2012, and shall continue in force after March 25, 2012, on a yearly basis which in each instance of renewal shall be regarded as the term of the Agreement until terminated by either party giving the other party not more than sixty (60) days and not less than thirty (30) days notice in writing prior to the expiration date. If amendments are contemplated by either party to become effective in the ensuing term, the party proposing such amendments shall give notice in writing thereof to the other party not more than ninety (90) days and not less than sixty (60) days prior to March 25, 2012. During the period of negotiation this Agreement shall remain in force.

**SIGNED AT EDMONTON, ALBERTA, THIS 23<sup>RD</sup> DAY OF MARCH, 2006.**

**SYSCO Food Service of Edmonton**

**Miscellaneous Employees  
Teamsters Local Union  
No. 987 Of Alberta**

\_\_\_\_\_  
David Kendi

\_\_\_\_\_  
David Froelich

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Dick Boyce

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Wayne Skene

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John Hemeon

\_\_\_\_\_  
Kevin Bok

\_\_\_\_\_  
Franc Potocnik

\_\_\_\_\_  
Chris Sigaty

**SCHEDULE "A" - WAGES**

Effective the first full pay period following March 26, 2005, the Schedule of Wages shall be:

	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Repack	12.77	13.96	15.19	16.43	18.82
Shipper	12.77	14.76	15.99	18.02	20.78
Receiver	12.77	14.76	15.99	18.02	20.78
Yard Person	12.77	14.76	15.99	18.02	20.78
Quality Assurance	12.77	14.76	15.99	18.02	20.78
Stock Person	12.77	14.26	15.50	16.73	20.50
Freezer Person	12.77	14.16	15.38	16.61	20.39
Loader	12.77	14.16	15.38	16.61	20.39
Warehouse Person	12.77	14.16	15.38	16.61	20.39
Janitor	12.77	13.54	14.76	15.38	16.36

	Start	After 1000 Hours	After 2000 Hours	After 3000 Hours	After 4000 Hours	After 5000 Hours	After 6000 Hours	After 7000 Hours	After 8000 Hours
kart-time	12.21	12.86	13.51	14.11	14.71	15.01	15.30	15.63	15.97
Summer Relief	11.43								

Full-time employees on the payroll as of date of ratification shall be entitled to a signing bonus of \$1,000.00.

Part-time employees on the payroll as of date of ratification shall be entitled to a signing bonus of \$1,000.00 prorated based on the average number of hours worked per week within the last four (4) weeks.

Full time employees on the payroll as of March 24, 2007 shall be entitled to a signing bonus of \$ 750.00.

Part-time employees on the payroll as of March 24, 2007 shall be entitled to a signing bonus of \$ 750.00 prorated based on the average number of hours worked per week within the last four (4) weeks.

**SCHEDULE "B" – WAGES**

Effective the first full pay period following March 26, 2006, the Schedule of Wages shall be:

	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Repack	13.42	14.61	15.84	17.08	19.47
Shipper	13.42	15.41	16.64	18.67	21.43
Receiver	13.42	15.41	16.64	18.67	21.43
Yard Person	13.42	15.41	16.64	18.67	21.43
Quality Assurance	13.42	15.41	16.64	18.67	21.43
Stock Person	13.42	14.91	16.15	17.38	21.15
Freezer Person	13.42	14.81	16.03	17.26	21.04
Loader	13.42	14.81	16.03	17.26	21.04
Warehouse Person	13.42	14.81	16.03	17.26	21.04
Janitor	13.42	14.19	15.41	16.03	17.01

	Start	After 1000 Hours	After 2000 Hours	After 3000 Hours	After 4000 Hours	After 5000 Hours	After 6000 Hours	After 7000 Hours	After 8000 Hours
Part-time	12.86	13.51	14.16	14.76	15.36	15.66	15.95	16.28	16.62
Summer Relief	12.08								



**SCHEDULE "C" - WAGES**

Effective the first full pay period following March 25, 2007, the Schedule of Wages shall be:

	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
		15.26	16.49	17.73	20.12
Shipper	14.07	16.06	17.29	19.32	22.08
Receiver	14.07	16.06	17.29	19.32	22.08
Yard Person	14.07	16.06	17.29	19.32	22.08
Quality Assurance	14.07	16.06	17.29	19.32	22.08
Stock Person	14.07	15.56	16.80	18.03	21.80
Freezer Person	14.07	15.46	16.68	17.91	21.69
Loader	14.07	15.46	16.68	17.91	21.69
Warehouse Person	14.07	15.46	16.68	17.91	21.69
Janitor	14.07	14.84	16.06	16.68	17.66

	Start	After 1000 Hours	After 2000 Hours	After 3000 Hours	After 4000 Hours	After 5000 Hours	After 6000 Hours	After 7000 Hours	After 8000 Hours
Part-time	13.51	14.16	14.81	15.41	16.01	16.31	16.60	16.93	17.27
Summer Relief	12.73								

**SCHEDULE "D" - WAGES**

Effective the first full pay period following March 23, 2008, the Schedule of Wages shall be:

	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Repack	14.72	15.91	17.14	18.38	20.77
Shipper	14.72	16.71	17.94	19.97	22.73
Receiver	14.72	16.71	17.94	19.97	22.73
Yard Person	14.72	16.71	17.94	19.97	22.73
Quality Assurance	14.72	16.71	17.94	19.97	22.73
Stock Person	14.72	16.21	17.45	18.68	22.45
Freezer Person	14.72	16.11	17.33	18.56	22.34
Loader	14.72	16.11	17.33	18.56	22.34
Warehouse Person	14.72	16.11	17.33	18.56	22.34
Janitor	14.72	15.49	16.71	17.33	18.31

	Start	After 1000 Hours	After 2000 Hours	After 3000 Hours	After 4000 Hours	After 5000 Hours	After 6000 Hours	After 7000 Hours	After 8000 Hours
Part-time	14.16	14.81	15.46	16.06	16.66	16.96	17.25	17.58	17.92
Summer Relief	13.38								

**SCHEDULE "E" - WAGES**

Effective the first full pay period following March 22, 2009, the Schedule of Wages shall be:

	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Repack	15.37	16.56	17.79	19.03	21.42
Shipper	15.37	17.36	18.59	20.62	23.38
Receiver	15.37	17.36	18.59	20.62	23.38
Yard Person	15.37	17.36	18.59	20.62	23.38
Quality Assurance	15.37	17.36	18.59	20.62	23.38
Stock Person	15.37	16.86	18.10	19.33	23.10
Freezer Person	15.37	16.76	17.98	19.21	22.99
Loader	15.37	16.76	17.98	19.21	22.99
Warehouse Person	15.37	16.76	17.98	19.21	22.99
Janitor	15.37	16.14	17.36	17.98	18.96

	Start	After 1000 Hours	After 2000 Hours	After 3000 Hours	After 4000 Hours	After 5000 Hours	After 6000 Hours	After 7000 Hours	After 8000 Hours
Part-time	14.81	15.46	16.11	16.71	17.31	17.61	17.90	18.23	18.57
Summer Relief	14.03								

**SCHEDULE "F" - WAGES**

Effective the first full pay period following March 28, 2010, the Schedule of Wages shall be:

	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Repack	16.02	17.21	18.44	19.68	22.07
Shipper	16.02	18.01	19.24	21.27	24.03
Receiver	16.02	18.01	19.24	21.27	24.03
Yard Person	16.02	18.01	19.24	21.27	24.03
Quality Assurance	16.02	18.01	19.24	21.27	24.03
Stock Person	16.02	17.51	18.75	19.98	23.75
Freezer Person	16.02	17.41	18.63	19.86	23.64
Loader	16.02	17.41	18.63	19.86	23.64
Warehouse Person	16.02	17.41	18.63	19.86	23.64
Janitor	16.02	16.79	18.01	18.63	19.61

	Start	After 1000 Hours	After 2000 Hours	After 3000 Hours	After 4000 Hours	After 5000 Hours	After 6000 Hours	After 7000 Hours	After 8000 Hours
Part-time	15.46	16.11	16.76	17.36	17.96	18.26	18.55	18.88	19.22
Summer Relief	14.68								

**SCHEDULE "G" - WAGES**

Effective the first full pay period following March 27, 2011, the Schedule of Wages shall be:

	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Repack	16.67	17.86	19.09	20.33	22.72
Shipper	16.67	18.66	19.89	21.92	24.68
Receiver	16.67	18.66	19.89	21.92	24.68
Yard Person	16.67	18.66	19.89	21.92	24.68
Quality Assurance	16.67	18.66	19.89	21.92	24.68
Stock Person	16.67	18.16	19.40	20.63	24.40
Freezer Person	16.67	18.06	19.28	20.51	24.29
Loader	16.67	18.06	19.28	20.51	24.29
Warehouse Person	16.67	18.06	19.28	20.51	24.29

	Start	After 1000 Hours	After 2000 Hours	After 3000 Hours	After 4000 Hours	After 5000 Hours	After 6000 Hours	After 7000 Hours	After 8000 Hours
Part-time	16.11	16.76	17.41	18.01	18.61	18.91	19.20	19.53	19.87
Summer Relief	14.03								

- H. A premium of fifty (50) cents per hour shall be paid to Lead Hands. Such premium shall be fifty (50) cents per hour above the highest rate actually paid to employees under the direction of the Lead Hand except in cases where the Lead Hand is the highest rated person in which case fifty (50) cents over his/her job rate shall apply.
- I. Where an employee is temporarily transferred to a higher paid job for a period of one (1) or more days, he/she will receive the higher rate retroactive to the first day of the assignment. An employee temporarily transferred to a lower rated classification shall not have his/her regular rate reduced.
- J. A part-time employee promoted to full-time status shall be paid the Warehouse Person rate next highest to his/her part-time rate. In no event shall such an employee receive top rate before they would have received such top rate had they been hired full-time. A Part-time employee who moves to the Full-time Janitor classification shall be red circled at his/her Part-time wage rate and shall not be eligible for any future wage increases until such time as the Full-time Janitor wage rate applicable to his/her service exceeds his/her Part-time wage rate or until such time as the employee moves to a Full-time classification other than Janitor, whichever occurs first.
- K. Wage progression for part-time employees is based on all hours worked or paid.

## MEMORANDUM REGARDING WEEKLY INDEMNITY

Weekly Indemnity benefits shall be as follows:

### ELIGIBILITY

To be eligible for insurance as of the effective date, a full-time employee must have completed not less than six months of full-time seniority service with the Employer and to be thereafter eligible for insurance a newly hired employee must complete six months of full-time seniority service with the Employer and under both conditions must be an employee within the bargaining unit of the Employer in Edmonton.

### BENEFITS

For all employees, the benefit for Weekly Indemnity shall be the greater of three hundred and twenty five dollars (\$325.00) or fifty percent (50%) of the employee's weekly earnings (employee's rate plus premiums, times forty (40) hours).

### CARVE OUT

The existing provision of E.I "carve out" will prevail subject to the length of benefit provisions following.

### WAITING PERIOD

Weekly Indemnity benefits shall commence on the first day of disability due to accident, the fourth day of disability due to sickness. When an employee has accumulated a total of five (5) days under Section 11.03 of this Agreement, he/she may apply such sick leave days for waiting period days under the Weekly Indemnity Plan.

### LENGTH OF BENEFITS

Weekly Indemnity benefits will be paid for any one period (such period inclusive of E.I payments) of disability as follows:

<u>Length of Seniority</u>	<u>Maximum Period of Benefits</u>
6 months up to 5 years	26 weeks
5 years up to 10 years	39 weeks
10 years and over	52 weeks

**WHEN WEEKLY INDEMNITY IS PAYABLE**

It will not be necessary for an employee to be confined to a hospital or to undergo a surgical operation to receive this benefit, but an employee must be under the regular care of a licensed doctor of medicine during the period for which benefits are claimed and satisfactory certification of medical attendance and disability will be required.

Weekly Indemnity benefits shall be payable for disability due to sickness or non-occupational accident only. No benefits shall be payable for bodily injuries or bodily sickness arising out of any occupation for wage or profit.

**COST**

Premiums will be paid on the following basis:

- The Employer to pay the first four dollars \$4.00 of the premium.
- The balance to be split 50/50 between the Employer and the Employee.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**FOR THE EMPLOYER**

\_\_\_\_\_  
David Kendi

\_\_\_\_\_  
Roxanne Arychuk

\_\_\_\_\_  
Beverly McIntosh

**FOR THE UNION**

\_\_\_\_\_  
David Froelich

\_\_\_\_\_  
Wayne Skene

\_\_\_\_\_  
Kevin Bolt

\_\_\_\_\_  
Franc Potochnik

\_\_\_\_\_  
Chris Sigaty

**LETTER OF UNDERSTANDING**

**RE: TEAMSTER PENSION PLAN**

It is understood and agreed, a contribution of ninety (90) cents per regular hour worked or paid be made to the Teamster Pension Plan on behalf of eligible employees. The contribution will increase to one dollar and ten (\$1.10) cents effective the first full pay period following March 25, 2006. The contribution shall increase to one dollar and thirty (\$1.30) cents the first full pay period following March 24, 2007. The contribution shall increase to one dollar and forty five (\$1.45) cents effective the first full pay period following March 22, 2008. The contribution shall increase to one dollar fifty (\$1.50) cents effective the first full pay period following March 28, 2009. The contribution shall increase to one dollar and fifty five cents (\$1.55) effective the first full pay period following March 27, 2010. The contribution shall increase to one dollar and sixty cents (\$1.60) effective the first full pay period following March 26, 2011. The contributions referred to in the above shall be based on a maximum of forty (40) hours per week totaling to a maximum of eighty (80) hours in a pay period.

It is further understood that the eligibility for Contributions for full-time employees shall be the earlier of their eligibility when they were a part-time employee or January 1<sup>st</sup> following their hire or promotion to full-time status. The eligibility for contributions for part-time and summer relief employees shall be that which is legislated by the Province of Alberta.

**Signed this 23<sup>rd</sup> day of March, 2006.**

**FOR THE EMPLOYER**

\_\_\_\_\_  
David Kendi

\_\_\_\_\_  
Dick Boyce

\_\_\_\_\_  
John Hemeon

**FOR THE UNION**

\_\_\_\_\_  
David Froelich

\_\_\_\_\_  
Wayne Skene

\_\_\_\_\_  
Kevin Bok

\_\_\_\_\_  
Franc Potocnik

\_\_\_\_\_  
Chris Sigaty



**LETTER OF UNDERSTANDING**

**RE: SEVERANCE**

Full-time employees, covered by the terms of this Collective Agreement, who are terminated due to the closure of the warehouse (except following a strike), or due to a substantial reduction in business, shall, if they have been employed for one (1) or more consecutive years, be paid two (2) weeks' severance pay at their regular hourly rate for each consecutive year of full-time service up to a maximum of thirty (30) weeks if they have lost their seniority as per Section 7.07 of this Agreement. A week shall be considered forty (40) hours.

**Signed this 23<sup>rd</sup> day of March, 2006.**

**FOR THE EMPLOYER**

\_\_\_\_\_  
David Kendi

\_\_\_\_\_  
Dick Boyce

\_\_\_\_\_  
John Hemeon

**FOR THE UNION**

\_\_\_\_\_  
David Froelich

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Wayne Skene

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Kevin Bok

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Franc Potocnik

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Chris Sigaty

**LETTER OF UNDERSTANDING**

If the Employer is faced with the need to reschedule work days whereby employees will not have either a Saturday or Sunday off as a day of rest, the Employer will first discuss the matter with the Union.

**Signed this 23<sup>rd</sup> day of March, 2006.**

**FOR THE EMPLOYER**

\_\_\_\_\_  
DavidKendi

\_\_\_\_\_  
Dick Boyce

\_\_\_\_\_  
John Hemeon

**FOR THE UNION**

\_\_\_\_\_  
David Froelich

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Wayne Skene

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Kevin Bok

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Franc Potocnik

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Chris Sigaty

**LETTER OF UNDERSTANDING**

**RE: EMPLOYER GROUP INSURANCE PLAN**

In the event that the Employer changes the above benefits for salaried employees of SYSCO Food Services of Edmonton, the Employer and the Union will meet to discuss the new plans. Upon mutual agreement, the plans will be implemented.

**Signed this 23<sup>rd</sup> day of March, 2006.**

**FOR THE EMPLOYER**

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David Kendi

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Dick Boyce

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John Hemeon

**FOR THE UNION**

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Franc Potocnik

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Chris Sigaty

**LETTER OF UNDERSTANDING**

SYSCO Food Services of Edmonton is committed to its operation in the City of Edmonton.

In the event another facility is built within the greater Edmonton area, the successor rights under the Labour Relations Code will prevail.

**Signed this 23<sup>rd</sup> day of March, 2006.**

**FOR THE EMPLOYER**

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David Kendi

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Dick Boyce

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Chris Sigaty

**LETTER OF UNDERSTANDING**

**RE: CHERRY PICKER DUTIES**

Employees may make a written request to be considered for Cherry Picker duties.

The Employer will provide the individuals with the opportunity to perform such duties based on the needs and efficiencies of the business.

The assignment of the opportunity will be based on qualifications, ability and seniority after consideration has been given to those employees requiring modified work duties.

**Signed this 23<sup>rd</sup> day of March, 2006.**

**FOR THE EMPLOYER**

\_\_\_\_\_  
David Kendi

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Dick Boyce

\_\_\_\_\_  
John Hemeon

**FOR THE UNION**

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Chris Sigaty

## MEMORANDUM

### RE: LONG TERM DISABILITY PLAN

The Employer will arrange to provide a Long Term Disability Plan which will include the following provisions:

- (a) Full-time employees actively working at work on the effective date are eligible for the Plan on attainment of one (1) year's seniority. Employees absent from work on the date they would otherwise have been eligible must return to work and satisfactorily complete two (2) months' full-time work to be eligible.
- (b) Long Term Disability benefits will be payable where an employee is unable to perform any employment for remuneration or profit solely by reason of total disability through sickness or accident. The sole determination of cases qualifying for benefits will be made by a third party health management company based upon continuing medical evidence of such disability as it considers satisfactory.
- (c) The amount of benefit will be sixty percent (60%) of base wage (regular hourly rate times 173 hours) at time of disability to a maximum of one thousand dollars (\$1,000.00) per month less any benefit for which the employee is eligible under the Canada Pension Plan Primary Disability Benefit, Workers' Compensation, or other government sponsored plan, excluding any pre-existing disability benefit. The employee will be presumed eligible for such government benefits until satisfactory evidence is presented that his/her application for them has been denied.
- (d) The benefit will commence after the employee has been absent due to the disability for one (1) year or after his/her sick pay, weekly indemnity or EI benefits entitlements have expired, whichever is earlier, and will be payable until recovery, actual retirement date, normal retirement date or death, whichever comes first.
- (e) Should an employee return to work after collecting Long Term Disability benefits and subsequently again cease work as a result of the same or a related disability, the benefit will recommence without a waiting period provided the disability recurred within a year of the employee's return to work; otherwise, the employee will be subject to the normal waiting period before the benefit commences.
- (f) Where an employee returns to work under an approved rehabilitation program of up to twenty-four 24 months, the benefit will be reduced by fifty percent (50%) of any earnings, provided the total gross income from all services does not exceed ninety percent (90%) of the pre-disability normal gross wages.

- (g) No benefit will be paid for intentionally self-inflicted injuries, or for disabilities arising from a declared or undeclared act of war, participation in a riot or insurrection, employment with another employer, or commission of a felony.

**Signed this 23<sup>rd</sup> day of March, 2006.**

**FOR THE EMPLOYER**

\_\_\_\_\_  
David Kendi

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Dick Boyce

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John Hemeon

**FOR THE UNION**

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Kevin Bok

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Franc Potocnik

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Chris Sigaty

**MEMORANDUM**

**RE: LIFE INSURANCE**

Following the completion of one (1) year of full-time service, the Employer shall, effective January 1<sup>st</sup> of the next calendar year, provide an Employer paid Life Insurance Benefit equal to the earnings class of each eligible employee up to a maximum amount of insurance of \$36,300. The amount of insurance that will be applicable to an employee's hourly rate of earnings will be as stated in the attached Table.

**Signed this 23<sup>rd</sup> day of March, 2006.**

**FOR THE EMPLOYER**

\_\_\_\_\_  
David Kendi

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Dick Boyce

\_\_\_\_\_  
John Hemeon

**FOR THE UNION**

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Kevin Bok

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Franc Potocnik

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Chris Sigaty



**LIFE INSURANCE TABLE**

Earnings Class	Wage Rates		Amount of Insurance
	Over	Up To	
1	\$10.13	\$10.28	\$20,700
2	10.28	10.43	21,000
3	10.43	10.58	21,300
4	10.58	10.72	21,600
5	10.72	10.87	21,900
6	10.87	11.02	22,200
7	11.02	11.17	22,500
8	11.17	11.32	22,800
9	11.32	11.46	23,100
10	11.46	11.61	23,400
11	11.61	11.76	23,700
12	11.76	11.91	24,000
13	11.91	12.06	24,300
14	12.06	12.20	24,600
15	12.20	12.35	24,900
16	12.35	12.50	25,200
17	12.50	12.65	25,500
18	12.65	12.80	25,800
19	12.80	12.94	26,100
20	12.94	13.09	26,400
21	13.09	13.24	26,700
22	13.24	13.39	27,000
23	13.39	13.54	27,300
24	13.54	13.68	27,600
25	13.68	13.83	27,900
26	13.83	13.98	28,200
27	13.98	14.13	28,500
28	14.13	14.28	28,800
29	14.28	14.42	29,100
30	14.42	14.57	29,400
31	14.57	14.72	29,700
32	14.72	14.87	30,000
33	14.87	15.01	30,300
34	15.01	15.16	30,600
35	15.16	15.31	30,900
36	15.31	15.46	31,200
37	15.46	15.61	31,500

**LIFE INSURANCE TABLE**

Earnings Class			Amount of Insurance
	Over	Up To	
38	15.61	15.75	31,800
39	15.75	15.90	32,100
40	15.90	16.05	32,400
41	16.05	16.20	32,700
42	16.20	16.35	33,000
43	16.35	16.49	33,300
44	16.49	16.64	33,600
45	16.64	16.79	33,900
46	16.79	16.94	34,200
47	16.94	17.09	34,500
48	17.09	17.23	34,800
49	17.23	17.38	35,100
50	17.38	17.53	35,400
	17.53	17.68	35,700
52	17.68	17.83	36,000
53	17.83	17.97	36,300