

COLLECTIVE AGREEMENT

BETWEEN

ALBERTA BEVERAGE CONTAINER RECYCLING CORPORATION
(ABCRC)

AND

UNITED FOOD AND COMMERCIAL WORKERS CANADA **UNION**, LOCAL
NO. 401

Renewal: December 31st, **2014**

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MEMORANDUM OF AGREEMENT made this ____ day of _____ **2012**.

BETWEEN: Alberta Beverage Container Recycling Corporation (ABCRC) a body corporate carrying on business in the Cities of Calgary and Edmonton, Alberta, hereinafter referred to as "the Employer".

AND: UNITED FOOD AND COMMERCIAL WORKERS CANADA **UNION**, LOCAL **NO.** 401, hereinafter referred to as "the Union".

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

NOW THEREFORE the Union and the Employer mutually agree as follows:

Article 1 - Bargaining Agency

1.1 The Employer recognizes the Union as the bargaining agent for **all employees** of the Employer in Calgary and Edmonton except office, clerical, supervisors and anyone above the rank of supervisor.

Article 2 - Union Shop

2.1 The Employer shall be free to hire new employees who are not members of the Union provided said non-members shall be eligible for membership in the Union, and shall make application within ten (10) days after employment and **will be deemed** members in good standing within thirty (30) days.

2.2 No employee outside the bargaining unit shall perform work normally done by employees in the bargaining unit, except in an emergency.

- 2.3** The Employer has agreed that supervisors are not to be doing any bargaining unit work except in emergencies or for equipment checks and training.
- 2.4** Emergency shall be defined as fire, flood, equipment breakdown, absence of other employees provided all available employees are working, or other instances of force majeure.
- 2.5** The Employer agrees to display the official Union Decal of the United Food and Commercial Workers **Canada Union, Local No. 401** on the entrance to the premises.

Article 3 - Deduction of Union Dues

- 3.1** The Employer agrees to deduct from the regular pay of each employee upon proper written authorization from the employees affected, **Union** initiation fees and Union dues as authorized by **the Union. The Employer agrees, automatically, to deduct Union dues from wages of all new employees.**
- 3.2** Upon mutual agreement, the Employer may submit the dues electronically in a manner acceptable to both parties.
- 3.3** Monies deducted during any month shall be forwarded by the Employer to the **office** of the Union **no** later than the fifteenth (15th) day of the following month, and accompanied **with a** statement of the names of the employees for whom the deductions were made and the amount of each **deduction. The** Employees shall immediately, upon commencing employment provide the Employer with a signed authorization of such deduction.
- 3.4** The Employer agrees to include membership application forms, dues and initiation fee deduction forms in their hiring kit and to have employees sign them. The Employer accepts no liability should these forms be inadvertently omitted from any hiring kit.

- 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.**
- 3.6 The hiring kit shall include an up to date copy of job descriptions. Should it become necessary for changes to be made to the job descriptions, the Union will be forwarded a copy of **such** changes.

Article 4 - Work Week ,Scheduling and Overtime Scheduling

4.1 Work Week

1. The work week for all Core Production employees shall be forty (40) hours per week, consisting of five (5) consecutive eight (8) hour days with two (2) consecutive days off normally consisting of, Friday and Saturday or Saturday and Sunday or Sunday and Monday. During the course of this Agreement the Union and Employer **may** meet to discuss and implement four (4), ten (10) hour days with a minimum of two (2) consecutive days off. The foregoing shall not constitute a guarantee of hours for all employees recognizing that the number of hours scheduled throughout a day can vary depending on the flow of incoming volumes.
2. All hours worked **in excess of eight (8) hours per work day or forty (40) hours in a work week** shall be considered as overtime and shall be paid at the rate of time and one half (1 1/2 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.
3. Employees shall be paid at their regular hourly rate for each hour worked, except when employed for less than four (4) consecutive hours per day, in which event, they shall receive a minimum of four (4) hours pay. **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 of the preceding week.
3. ***Twenty-four (24) hours 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 twenty-four (24) hours notice, ***for reasons beyond the Employer's control,*** the employee(s) affected shall receive four (4) hours pay 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) 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.

Article 5 - Meal Periods and Rest Periods

- 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	1 - 30 minute break	2 - 15 minute breaks
More than 9	1 - 30 minute break	3 - 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.

Article 6 - Job Classifications, Wage Rates, *Payment of Wages and Benefits*

6.1 *Job Classifications, Wage Rates and Payment of Wages*

1. Job classifications and wage rates for each classification for all employees covered by this Agreement shall be set out in Appendix "A" of this Agreement.
2. Core Production employees shall be paid by Electronic Funds Transfer (EFT). Pay statements shall be distributed at least one (1) hour prior to the employee's normal quitting time every second Thursday. An itemized computation of the employee's hours, earnings, and deductions shall be shown on their pay statement. Pay statements are to be dated.
3. Seasonal employees will be paid by cheque or EFT. Pay cheques or pay statements will be distributed at least one (1) hour prior to the employee's normal quitting time every second Thursday. An itemized computation of the employee's hours, earnings, and deductions shall be shown on their cheque stub or pay statement. Pay stubs or pay statements are to be dated.

6.2 *Benefits*

1. The Employer agrees to administer **a** benefit **package** for eligible Core employees **as** described in Appendix "B" **of this Agreement**.
2. Employee eligibility for benefits will be evaluated on a quarterly basis.
3. Seasonal Employees shall not be eligible for benefits.

4. **All Core employees** who **have** worked six (6) consecutive months will be entitled to **receive** benefits **outlined in Appendix "B"** provided **the employee has** averaged a minimum of twenty (20) paid hours per week over the previous thirteen (13) weeks.
5. Any employee that has qualified for benefit coverage and subsequently voluntarily restricts their hours below the twenty (20) paid hours per week averaged over the previous thirteen (13) weeks shall cease to be eligible for **the benefits**.
6. For the purpose of this **Article**, "voluntarily restricts" means an employee who requests to be scheduled below an average of twenty (20) paid hours per week. Further, the parties agree that time missed through an approved leave of absence will not be included in the thirteen (13) week average.
7. All benefits **are** mandatory for eligible **Core** employees unless **the employee has alternative benefit** coverage provided through a spousal plan or Government agency.
8. All employees hired after July 14, 2004 **will not** be entitled to receive any unused benefit equalization amounts.
9. **All employees** hired prior to July 14, 2004 will **continue to** receive all equalization amounts that they currently receive, or could possibly receive as per the current practice. **For the purpose of this agreement "equalization amounts" shall be defined as the remainder of three hundred eighty (\$380.00) dollars less the cost of the employee's benefits.**
10. The Employer may change the carrier during the terms of this Agreement provided an equivalent or improved program is immediately instituted, with no loss of present benefits to the employees.

Article 7 – Vacations and Statutory Holidays

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 5 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%

**** Those employees that were eligible in 2011 for six (6) weeks of vacation, will be paid out one (1) week of vacation upon ratification in lieu of time off.***

2. Vacations will be scheduled at the discretion of the Employer, with maximum effort to satisfy the request of the employee.
3. Two (2) weeks of vacation shall be granted to employees entitled to vacation under **Article 7.1(1.)** during the months of April through September unless otherwise mutually agreed to between the Employer and employee.
4. Vacation will be administered by providing each employee a choice of two (2) consecutive weeks of vacation on the basis of seniority.
5. Any additional vacation entitlement will be chosen on the same basis of seniority only after all employees have made their first choice. Vacation schedules will be posted by January 1st.

- 6.** All employees are required to make their first two (2) week vacation choice by February 15th each calendar year and subsequent choice by March 15th of each calendar year.
- 7.** The Employer agrees it will attempt to grant vacation during the summer months (June, July, August and September) however, it retains the right to limit the number of employees on vacation during the summer months. In the event of dispute over when vacation is to be taken, the Employer will make the final decision.
- 8.** To ensure application of the above, employees must have completed their vacation selection by the dates indicated above or will lose seniority for the purpose of that vacation selection.
- 9.** The Employer may schedule any vacation entitlement not requested in any employee's vacation year. The Employer may allow the vacation to be carried over for a period not to exceed three (3) months. In the event that the vacation is carried over but still not requested, the vacation will be paid out to the employee.
- 10.** Employees entitled to four (4) or more weeks of vacation may request to be paid out for one (1) week of vacation in lieu of time-off.
- 11.** When a Statutory Holiday occurs during an employee's vacation, an extra day's vacation with pay shall be granted if the Statutory Holiday is one which the employee would have received if he or she had been working. Such Statutory Holiday shall be included in the vacation, or taken at a later date provided it is mutually agreed to by the Employer and the employee.
- 12.** For the purpose of determining the vacation allowance to which an employee is entitled, all time-off because of on-the-job incidents shall be considered time worked.

13. All employees, whose absence due to non-occupational accidents or sickness or unpaid leave of absence, extends beyond thirty-one (31) consecutive calendar days, shall have their vacation pay pro-rated in the subsequent year.
14. Core Production employees shall receive their vacation pay on their regularly scheduled pay day via EFT, unless otherwise requested by the employee.
15. Seasonal employees shall receive vacation pay of four (4%) percent of their gross earnings at the end of their employment. Seasonal employees are not entitled to time off for vacation.
16. Core Production employees must take their vacation entitlement within one (1) year of being earned unless otherwise approved by the General Manager or his/her designate. It is the responsibility of the Employer to ensure that Core Production employees receive all earned vacation.

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 the Government **of Alberta**.

2. When a Statutory Holiday is observed on a regular assigned day or days of rest, another day or days shall be granted for the holiday or pay given in lieu of the **Statutory** Holiday. When an employee is

granted another day for such **Statutory** Holiday, unless otherwise mutually agreed **to by the employee and Employer**, the day off shall be scheduled on a day prior to or after the employee's two (2) consecutive days off entitlement.

3. After thirty (30) calendar days from the date of commencement of employment an employee shall be paid for the number of hours he or she would normally have worked on such a day if it were not a Statutory Holiday, provided he or she worked his or her scheduled working day prior to and following the Statutory Holiday. The **amount of an employee's Statutory Holiday entitlement** shall be **calculated** by averaging the hours worked **by the employee on the same weekday in** the four (4) weeks immediately preceding the Statutory Holiday. This clause shall not apply if the employee is absent on the day before or after the Statutory Holiday by reason of injury, illness, or layoff.
4. An employee required to work on a Statutory Holiday **will be** compensated at the rate of twice (2X) their regular hourly rate of pay for all time worked.
5. The Employer and the Union may agree to substitute another day off for a Statutory Holiday, in which case that day will be deemed to be the Statutory Holiday and the Statutory Holiday will be deemed to be a regular working day.

Article 8 - Seniority

- 8.1 Seniority for employees shall be defined as length of continuous service with the Employer in the bargaining unit.
- 8.2 Fitness and ability to perform the work required being adequate, preference in available hours shall be given to senior employees within the plant insofar as this is consistent with their availability and willingness to perform the work.

- 8.3** Seasonal employees shall not be employed or scheduled to the extent that it results in the displacement of Core Production employees provided Core Production employees are willing to perform the work required.
- 8.4** During the first three hundred and sixty (360) hours of employment, all new employees are on probation and the Employer has the right to dispense with the services of any probationary employee and the probationary employee shall not have recourse to the grievance procedure.
- 8.5** A seniority list must be posted in a position where all employees have access to it, and an employee may protest any listing within thirty (30) days after the seniority list has been posted. The seniority list must be updated each six (6) months, with a copy of the seniority list to be furnished to the Union.
- 8.6** In all matters concerning the establishment of new jobs, promotion, demotion, transfer, lay-off, or re-call from lay-off, full consideration shall be given to merit, ability and seniority, in that order, and where one or more employees are of equal ability, seniority shall be recognized as the deciding factor.
- 8.7** The Employer will afford all Core Production employees ample opportunity to be trained in all job functions, so that rotation of the employees can be conducted in a reasonable manner. Fitness and ability being adequate, there shall be a fair rotation of job functions.
- 8.8** The seniority rights of any employee will be considered broken, all rights forfeited, and the Employer is under no obligation to re-hire, when he or she either:
- (i) Voluntarily leaves the service of the Employer or is discharged for cause;
 - (ii) Fails, after reasonable notice, to return to work when recalled, within one (1) week after mailing of notice by registered mail to his

or her last known address, for which purpose the employee shall keep the Employer advised of his or her current telephone number and address, or;

(iii) Has been laid off for a period of twelve (12) months or longer.

Article 9 - Management

9.1 The Union hereby agrees that the Employer has the sole right, except as otherwise expressly provided in this Agreement, to manage, direct, control and supervise all facets of its business including, without limitation, matters such as: hours of work, hours of business, determining the employee complement, hiring, lay-off, termination, suspension, promotion, demotion, discipline, leave of absence, the introduction of new or different methods of work, equipment or procedures, and observance of Employer rules and regulations. No employee shall be disciplined or terminated except for just cause.

9.2 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 any member of the Union.

9.3 The failure to exercise any right or prerogative or to exercise any right in a particular manner, shall not be deemed a waiver of such right or preclude the Employer from exercising the right in a different manner not in conflict with the terms of this Agreement.

9.4 The Employer shall provide all employees and the Union with a copy of the Employer policies pertinent to the Bargaining Unit, and any amendments or changes that may come up from time to time.

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. The Employer may layoff employees by order of reverse seniority.**
- 3. Employees who have received notice of layoff may request, in writing, to have any outstanding vacation entitlement paid out.**
- 4. The period of a layoff will be at least one (1) day but no more than sixty (60) consecutive calendar days in length.**
- 5. The Employer will provide one (1) week written notice, or pay in lieu, to any employee of a layoff that is to be greater than five (5) consecutive calendar days.**
- 6. A lay off in excess of sixty (60) consecutive calendar days shall be considered a permanent layoff.**
- 7. Employees during the first sixty (60) days of layoff will maintain their eligibility for the benefits outlined under Article 6.2, except for Short Term and Long Term Disability coverage.**
- 8. Employees will be notified of their recall from layoff in order of seniority provided they have the skill and ability to do the job required. Any employee recalled from layoff will be recalled initially by the Employer by telephone. If an employee who has been contacted by telephone does not come into work when requested, a notice of recall shall be sent by registered mail or delivery to the employee's last known address. If the employee does not return to work on the date specified in the**

notice, then he or she will be deemed to have abandoned their employment.

- 9. Recall rights will expire twelve (12) months from the date of layoff.***
- 10. A copy of the notice of layoff 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.***

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 layoff that has lasted sixty (60) consecutive calendar days 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. Non-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.***
- 4. Core 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 an 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.

10.3 Discipline

1. Reprimands dealing with severe circumstances, or repeat occurrences within six (6) months, are to remain on an employee's file for twelve (12) months. All other reprimands shall be removed after six (6) months from an employee's file.
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 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.
3. The specific **instances** set out **above** are not the only grounds that may constitute just cause.

10.4 Grievance

1. This **Article** shall not be deemed to invalidate an employee's right under **Article 15**.

Article 11 - Union Representational Rights

- 11.1** A **Union Representative** or Officer of the Union shall be permitted, after notifying the **President**, (or in his/her absence, his/her designate) to talk with an employee regarding Union matters during regular working hours. The **discussions** shall be carried on in a place designated by the Employer. **The** time taken for such **discussions**, in excess of five (5) minutes, is not on Employer time, unless agreed to by the Employer.
- 11.2** When an employee's work performance, conduct and behaviour is such that it may lead to discipline or termination and is the subject of discussion between the employee and the Employer, a Union Steward or **Union Representative** shall be **present**. **In** the event that a Union Steward or **Union Representative** is not available, the employee being disciplined, terminated or investigated may select another member from the bargaining unit (alternate) in place of a Union Steward or **Union Representative**. An employee who wants/wishes to be unrepresented may only waive his or her representational rights after consultation with the Union Steward or **Union Representative**.
- 11.3** Prior to any interview or discussion with the Employer, the employee will have five (5) minutes to be counselled by the Union Steward, **Union Representative** or alternate. Any discipline or termination arising from the interview or discussion shall be considered null and void if a Union Steward, **Union Representative** or alternate is not present for the aforementioned discussions, unless the employee has waived his or her representational rights.
- 11.4** All Union Steward **or alternate** attendance at all meetings shall be considered time worked and paid for as such.

11.5 The Employer agrees to provide the Union with information for the purposes of investigating grievances, for reviewing benefit or related issues, or for Union administrative matters.

11.6 The Employer agrees to allow the Union a fifteen (15) minute presentation that will be included in all New Employee Orientations. The purpose of the presentation will be to help the new employees understand the rights afforded them as members of the Union and to introduce the Union officials representing them. The Union will be invited to deliver the Union portion of the orientation. If there are no Union officials available, the Union portion of the orientation will be given by the Company employee facilitating the session.

Article 12 - Leave of Absence

12.1 General

1. At the discretion of the Employer, a **general** leave of absence shall be granted without pay. Application for leave shall be made in writing at least thirty (30) days prior to the date that the employee desires to commence such leave and the Employer's decision thereon shall be in writing. If the employee fails to return when scheduled after a leave of absence expires, he or she shall be deemed to be absent without leave.

12.2 Life Threatening Illness Leave/ Bereavement Leave

1. ***In the instance of life threatening illness or death in an employee's immediate family, (immediate family shall be deemed to consist of: spouse, common-law spouse, children, sister, brother, sister-in-law, brother-in-law, parents of the employee, parents of the spouse and grandparents, grandchildren, and any relative living in the household of the employee) the following shall apply:***

- (i) If **a** life threatening illness (doctor's certificate needed) occurs in the employee's immediate family, the Employer may in its discretion, grant reasonable leaves of absence with pay for any regularly scheduled work days lost.
- (ii) If a **death occurs** in the employee's immediate family, the Employer may in its discretion, grant reasonable leaves of absence with pay for any regularly scheduled work days lost attending or arranging the funeral **or for the purpose of bereavement.**

12.3 Maternity, Paternal and Adoption Leave

- 1. The Employer agrees to discharge obligations imposed on an Employer under all applicable legislation to employees who are entitled to maternity leave, parental leave and adoption leave.

12.4 Jury Duty and Crown Witness

- 1. All employees summoned to Jury Selection, Jury Duty or as Crown Witnesses shall be paid wages equal to the amount they would have earned had they worked on such days. Employees summoned to Jury Selection, Jury Duty or called as witnesses shall furnish the Employer with such documents as the Courts may supply. This does not apply if the employee is summoned on his/her day(s) off. Employees shall return to work within a reasonable period of time.

12.5 Time Off to Vote

- 1. The Employer agrees to comply with any applicable law which requires an Employer to give an employee a period of absence for voting.

Article 13 - Safety

13.1 General

- 1.** The Employer and employees shall adopt a cooperative “positive obligation” approach to health and safety, seeking to jointly improve health and safety performance as a day-to-day priority.
- 2.** The Employer and employees agree to comply with the Occupational Health and Safety Code and all other legislation in the area of health and safety.
- 3.** The Employer shall make provisions for the health and safety of its employees during working hours.
- 4.** It is understood and agreed that the parties to this Agreement shall at all times comply with the accident prevention regulations of the Workers' Compensation Act and any refusal on the part of an employee to perform his or her duties or to continue to perform his or her duties in contravention of the Occupational Health and Safety Code shall not be deemed to be a violation of this Agreement.
- 5.** The Employer and the Union agree to establish a Health and Safety Committee, in both the Calgary and Edmonton plants in accordance with the Occupational Health and Safety Code. The Union shall appoint three (3) members and two (2) alternate members for each plant.
- 6.** The Employer will, subject to operational requirements, commit to holding a minimum of ten (10) safety committee meetings annually and two (2) safety toolbox meetings monthly. Minutes shall be taken at every meeting and posted in an area that all employees have access to.
- 7.** All time spent at health and safety meetings shall be considered time worked and paid as such.

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) dollars per year for each employee for the purpose of reimbursing the employee for the purchase of CSA approved work boots, and/or CSA approved prescription eyewear.
3. The employee may submit a receipt(s) for reimbursement on or after the first anniversary of the date that they were hired.
4. Any unused portion of the allowance will be accrued to future purchases.
5. Prior to February 15th of each year, an employee may request that any unused portion of their allowance **to** be transferred to either a private, RRSP or to the Employer's Group RRSP. Such transfers will not be subject to matching in any form by the Employer.

13.3 Coveralls and Work Clothes

1. The Employer will provide, annually, three (3) pairs of coveralls or alternative work clothes for each Core Production employee.
2. The Union agrees that employees must wear the coveralls or alternative work clothes on all shifts.

13.4 Sick Leave

- 1.** Core Production employees shall accumulate sick-leave credits at the rate of four (4) hours for each full month of employment. Credits shall accumulate following the completion of each calendar month.
- 2.** In the event an employee accumulates more than forty-eight (48) hours sick-leave, such excess shall be paid to the employees each year within one (1) month after December 31st of each year.
- 3.** Employees who are absent, due to illness or injury, in addition to the above-stated sick leave credits, may be required to provide a doctor's certificate verifying the illness or injury for any subsequent absences.
- 4.** Employees who submit dishonest illness, injury or sick-leave claims may be disciplined up to and including termination for just cause.
- 5.** Unless an employee is terminated for just cause, the accumulated sick-leave credits shall be paid out to the employee upon the employee ceasing to being employed with the Employer. Accumulated sick-leave credits shall not be paid out to employees terminated for just cause.
- 6.** 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.

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) cents per hour for each hour that an employee works, after three (3) months of employment the Employer shall remit on seasonal employees' hours.

Article 14 – General Provisions

14.1 Notice Boards

1. ***The Union will provide a lockable bulletin board which will be installed by the Employer. This bulletin board is for Union information only. The Union will be responsible for all maintenance and repair of the bulletin board. The Union agrees to update posted information when necessary.***

14.2 Union Leave

1. Subject to operational requirements, the Employer agrees to grant time off without pay for a maximum of two (2) employees from each location selected ***by the Union*** to attend seminars, Union Conventions, Union business and to attend negotiations. The Union will provide the Employer with a minimum of two (2) weeks ***written notice as to the employees who have been selected by the Union for these purposes.*** No request will be unreasonably withheld.
2. ***At the written request of the Union,*** time spent on Union ***leaves*** by employees ***identified above*** will be considered as time worked for all purposes under the Collective Agreement; the Union will reimburse the Employer ***accordingly.***

14.3 Joint Labour Management Committee (J.L.M.) Meetings

1. The Employer and the Union agree to establish a J.L.M. Committee, to ***meet at*** the request of either party to resolve issues that are of concern arising out of ***this*** Collective Agreement and facilities covered by ***this*** Collective Agreement. Such requests must be in writing and identify the issue(s) of concern. The J.L.M. Committee will consist of ***a minimum of: two (2) Management members to be chosen by the Company; two (2) regular employees to be chosen by the Union;*** and one (1) full-time representative of the Union ***may also attend.***

14.4 Technological Changes

- 1.** The Employer agrees to notify the Union at least three (3) months in advance of any technological change that may result in the displacement of employees.
- 2.** Any Core Production employee with one (1) or more years of service, displaced due to technological changes, shall be trained for any new positions created by the technological change, or retrained for a position presently in existence within the bargaining unit, providing they have sufficient seniority to displace a junior employee. After the employee has been trained for a period of not less than two hundred forty (240) hours, and the employee has demonstrated that he/she has adequate merit and ability to perform the duties of the position, then they shall displace the junior employee. Any Core Production employee with one (1) or more years' service, whose employment is terminated by the Employer under this provision, shall receive one (1) weeks severance pay for each year of continuous full-time service, up to a maximum of fifteen (15) weeks pay.
- 3.** The Employer will attempt, to the best of his ability, to find a job within the bargaining unit for any displaced employees with less than one (1) year seniority.
- 4.** This article is intended to assist employees affected by any technological change and accordingly, any legislation enacted by the Alberta Provincial Government would not apply during the term of the Collective Agreement between the Employer and the Union, providing the clause meets the minimum standards of such legislation.

Article 15 - Grievance Procedure

15.1 Any difference concerning the interpretation, application, operation or any alleged contravention of this **Collective** Agreement or any question as to whether any difference is arbitrable shall be considered a grievance. The procedure for the adjustment of grievances shall be as follows:

1. First Step

The employee shall forthwith discuss the matter with his/her Plant Manager/Supervisor or his/her designate in his/her absence. The employee shall have the Union Steward or **Union Representative** present during the discussion as per **Article 11** of the Collective Agreement. A copy of any resolution from this meeting may upon request be afforded to, and signed by all parties.

2. Second Step

If the grievance is not resolved in the first step, then it shall be presented in writing to the **President** within fourteen (14) days from the date of the Employer's decision. If the matter is raised verbally by the Union or if the decision of the Employer is unclear or untimely, then the fourteen (14) day time limit shall be considered waived. The Employer and the Union shall meet, and in good faith, earnestly endeavour to settle the grievance submitted. All grievances not presented as per the limits as described above shall be waived, except grievances concerning pay or money received. It is understood and agreed that the time limits, as set forth herein, may be altered by mutual agreement between the Employer and the Union.

15.2 If a satisfactory settlement cannot be reached or if the party on whom the grievance has been served fails to meet the other party within ten (10) days of receiving the grievance, either party may, by written notice served upon the other, require submission of the grievance to Arbitration **as per Article 16**.

Article 16 - Arbitration

- 16.1** The ***Arbitrator shall*** be mutually agreed upon by the Union and the Employer. In the event that an Arbitrator cannot be agreed upon, then application for appointment of an Arbitrator shall be made to the ***Department of Mediation Services*** for the Province of Alberta.
- 16.2** Grievances submitted ***for Arbitration shall*** be in writing and shall present clearly the nature of the issues and shall not depend on or involve an issue or contention by either party which is contrary to any provision of this ***Collective*** Agreement or which involved the determination of a subject matter not covered or arising during the term of this ***Collective*** Agreement.
- 16.3** In reaching its decision, the ***Arbitrator*** shall be governed by the provisions of this ***Collective*** Agreement.
- 16.4** The ***Arbitrator*** shall not be vested with the power to change, modify or alter this ***Collective*** Agreement in any of its parts, but may, however, interpret its provisions.
- 16.5** If an employee walks off the job and alleges Management has deliberately coerced or intimidated him/her into doing so, the matter shall be considered under the Grievance Procedure; and if such allegations are proven to be true, then the employee shall be considered not to have resigned.
- 16.6** The findings and decisions of the Arbitrator shall be binding and enforceable on all parties.
- 16.7** The Union and Employer agree to share, equally, the expense of an Arbitrator.

Article 17 - Expiration And Renewal

This Agreement shall be effective from January 1st, **2011**, and shall remain in force until December 31, **2014**, 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.

Signed, this _____ day of _____, **2012**

For The Employer:

For The Union:

Company Committee:

Bargaining Committee:

Guy West
Colin Carter
Dan White
Richard Panas

Lee Clarke
Larry Zima
April Albrecht
Tony Coveyduck
Thach Son

This Agreement was ratified on **February 7th, 2012**

Appendix "A"

1. Job Classification

1.1 Seasonal Employee: For the purposes of this Agreement "Seasonal Employee" means an employee who has less than six (6) months continuous service with the Employer as of the employee's most recent date of hire.

1.2 Core Employee: For the purposes of this Agreement "Core Employee" means an employee who has six (6) months or more continuous service with the Employer as of the employee's most recent date of hire.

2. Wage Rates

2.1 Regular Rate of Pay

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

	Effective <i>January 1st, 2011</i>	Effective <i>January 1st, 2012</i>	Effective <i>January 1st, 2013</i>	Effective <i>January 1st, 2014</i>
1561 + Hours	\$20.96 (**)	\$21.54	\$22.18	\$22.85
1041 – 1560 Hours	\$19.21	\$19.74	\$20.33	\$20.94
521 – 1040 Hours	\$18.03	\$18.53	\$19.08	\$19.66
0 – 520 Hours	\$16.75	\$17.21	\$17.73	\$18.26

() A lump sum of \$1,250.00 will be paid to employees of record on December 31st, 2011, representing all 2011 retroactive pay. Employees who are on Lay Off will have their lump sum paid to them on the first pay-day following their return to work or upon their termination.**

3. Rate Premiums

- 3.1 Shift Premium:** Employees working a shift *that commences* on or after 2:30 p.m. or before 5:00 a.m. will be paid a shift premium of **one (\$1.00) dollar** per hour for the *hours worked during that shift upon the date of ratification (February 7th, 2012)*.
- 3.2 Long - Term Service Premium:** Employees shall be paid an hourly premium based upon their length of service with the Company 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 per hour, if the employee has been continuously employed for more than 10 years but less than 15 years.**
 - (iv) \$1.50 per hour, if the employee has been continuously employed for more than 15 years but less than 20 years.**
 - (v) \$2.50 per hour, if the employee has been continuously employed for more than 20 years but less than 25 years.**
 - (vi) \$2.75 per hour, if the employee has been continuously employed for more than 25 years.**
- 3.3 Lead Hand Premium:** *Employees working in the position of Lead Hand shall receive a premium of one dollar fifty (\$1.50) cents per hour.*

Appendix "B"

Benefit Package

1. Alberta Health Care Insurance Plan

1.1 Unless coverage is provided elsewhere.

2. Life Insurance

2.2 A rate equal to two (2X) times the annual salary rounded to the next thousand dollars. Includes a premium waiver to age 65 and conversion clause.

3. Accidental Death & Dismemberment

3.1 Pays a maximum of two (2X) times the annual salary rounded to the next thousand dollars.

3.2 Provides 24 hour occupational coverage.

3.3 The amount of insurance is reduced by 50% at age 65 and terminates at the earliest of age 70, retirement, or termination of employment.

4. Short-Term Disability

4.1 Pays 66.67% of weekly earnings. Benefits are payable from the 1st day of disability due to an accident, the 8th day due to a sickness, and continue for a maximum of 17 weeks.

5. Long-Term Disability

5.1 Pays 66.67% of monthly salary, after a four (4) month qualifying disability period, payable to age 65 for total disability.

6. Employee Assistance Plan

6.1 Provides confidential counseling services.

7. Additional Life Insurance (Optional)

7.1 eligibility and costs shall be subject to the terms of the carrier.

8. Additional Dependent Life Insurance (Optional)

8.1 eligibility and costs shall be subject to the terms of the carrier.

9. Dependent Life Insurance

9.1 Coverage for spouse of \$10,000.00.

9.2 Coverage for dependent children of \$5,000.00 per individual. Coverage for dependent children begins after 14 days of age.

10. Dental Plan

10.1 Reimbursement for individual dental procedures will be based on the Annual Fee Guide for Alberta, with no deductible.

10.2 Coverage terminates at the earliest of age 70, retirement, or termination of employment.

10.3 Coverage

- | | | |
|-------|---|-------|
| (i) | Preventative Care | 100 % |
| | - Recall Oral Examination (once every 6 months) | |
| (ii) | Basic Care | 100 % |
| (iii) | Endodontic & Periodontic | 100 % |

- The maximum amount of benefit payable for Preventative, Diagnostic, Emergency, and Basic Dental Care Services combined is \$1,500.00 per individual per calendar year.

(iv) Extensive Care 80 %

- The maximum amount of benefit payable for Extensive Dental Care Services is \$1,500.00 per individual per calendar year.

(v) Orthodontic Care 60 %

- The lifetime maximum amount of benefit payable for Orthodontic Dental Care Services is \$1,500.00 per individual. Only Dependent Children under the age of 19 are eligible.

11. Extended Health

11.1 No deductible to be paid by the employee.

11.2 Plastic Subscriber's Identification Card to be provided to all eligible employees.

11.3 Coverage terminates at the earliest of age 70, retirement, or termination of employment.

11.4 Coverage

(i) Drugs and Supplies (including contraceptive drugs) 80 %

12. Vision Care

12.1 Maximum benefit of \$200.00 in any twenty-four (24) month period, per individual.

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 (65%)** percent of an employee's contribution to a Group RRSP Plan through ***the Employer's RRSP carrier*** up to a maximum of two hundred ***seventy-five dollars (\$275.00)*** 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.

Letters of Understanding

Between:

ALBERTA BEVERAGE CONTAINER RECYCLING CORPORATION
(ABCRC)
(Edmonton & Calgary)

AND

UNITED FOOD AND COMMERCIAL WORKERS **CANADA UNION**,
LOCAL **NO.** 401
(Edmonton & Calgary)

#1. Re: Credit for Previous Experience

Persons re-hired after by the Employer may be granted credit for previous experience with the Employer. Those persons having previous experience may be paid at a lower scale of wages than their claimed experience calls for, but not less than the minimum rate established by this Agreement.

Reductions in wage scale will be based upon the length of absence from the Employer, with a scale drop required for each six (6) month, or portion, thereof, that they have been absent.

Example: An employee who was at the top of the wage scale when he or she quit, would, if re-hired, have his or her wages adjusted as follows:

<u>Length of Absence</u>	<u>Wage Scale at Re-Hire</u>
0 – 6 months	1561 + hours
7 – 12 months	1041 – 1560 hours
13 – 18 months	521 – 1040 hours
19 – 24 months	0 – 520 hours

In recognition of the speed at which experience employees would re-learn the required job skills, their movement through the wage scales would be made on the basis of one pay scale for each one hundred sixty (160) hours worked.

For the purpose of Seniority, Benefits and Vacation entitlement, the effective date will be that of the re-hiring. Employees who are re-hired are subject to the same probationary period as new hires.

To encourage the full development of employees whose absence was for the pursuit of formal education, they may be re-hired with no reduction in wage scale.

Signed, this _____ day of _____, **2012**

For the Employer:

For the Union:

Company Committee:

Bargaining Committee:

Guy West
Colin Carter
Dan White
Richard Panas

Lee Clarke
Larry Zima
April Albrecht
Tony Coveyduck
Thach Son

This Agreement was ratified on **February 7th, 2012**