

THIS AGREEMENT ENTERED INTO THIS 24<sup>th</sup> DAY OF OCTOBER, 2018

BETWEEN:

**THE SALVATION ARMY  
CALGARY RECYCLING CENTRE**  
Calgary, Alberta  
(hereinafter referred to the "Employer")  
OF THE FIRST PART

AND:

**GENERAL TEAMSTERS, LOCAL UNION NO. 362**  
affiliated with the  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
(hereinafter referred to as the "Union")  
OF THE SECOND PART

September 1, 2018 to August 31, 2021

## TABLE OF CONTENTS

SCOPE AND PURPOSE.....	1
BARGAINING AGENT .....	1
UNION SECURITY.....	1
REGARDING EMPLOYEES .....	2
MANAGEMENT RIGHTS.....	3
CONTRACTING OUT .....	3
UNION REPRESENTATION.....	3
SENIORITY .....	4
LEAVE OF ABSENCE.....	5
SAFETY CONDITIONS.....	5
HOURS OF WORK.....	6
PAY and WORK CONDITIONS .....	6
NEW CLASSIFICATIONS.....	8
BEREAVEMENT LEAVE.....	8
JURY DUTY .....	9
GENERAL HOLIDAYS .....	9
ANNUAL VACATIONS WITH PAY .....	10
NO STRIKE or LOCK-OUT .....	11
HEALTH and WELFARE.....	11
SICK LEAVE .....	12
DISCIPLINE and DISCHARGE .....	12
GRATUITOUS PACKAGE .....	12
GRIEVANCE PROCEDURE .....	13
COMPLETE AGREEMENT.....	14
TERMINATION .....	14
OTHER MATTERS .....	14
SCHEDULE "A" .....	15
HOURLY RATES OF PAY .....	15
SCHEDULE "B" .....	16
EMPLOYEE BENEFIT PLAN .....	16
SCHEDULE "C" .....	17
EMPLOYEE GROUP RRSP .....	17

## **ARTICLE NO. 1 - SCOPE AND PURPOSE OF THIS AGREEMENT**

- 1.1 The Employer recognizes the Union as the sole bargaining agent for the employees of the Employer described in the Alberta Labour Relations Board Certificate No. 46-96, dated May 13, 1996 as follows:
- "All employees of the Calgary Recycling Centre except office, clerical and retail sales"
- 1.2 The purpose of this Agreement and Appendices hereto is to maintain a sound and mutually satisfactory working relationship; to set out the wages, hours of work, and other working conditions of employment for the employees covered by this agreement; and to jointly promote and further the charitable purposes of the Employer.
- 1.3 In all areas where the language in this Agreement refers to the male gender, such language shall also mean the female gender, and no discrimination between the sexes is intended or implied.

## **ARTICLE NO. 2 - BARGAINING AGENT**

- 2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for those employees covered by the Certificate as set out in Section 1.1

## **ARTICLE NO. 3 - UNION SECURITY**

- 3.1 All employees subject to the provisions of this Agreement, shall, within thirty (30) days of the date of their employment, apply for membership in the Union. The Union shall make its membership forms available to the Employer for the purpose of providing such forms to its employees.
- 3.2 The Employer must deduct and pay over to the Secretary-Treasurer of the Union, any monthly Union dues, Initiation fees and/or assessments which may be levied in accordance with the Union's By-laws, owing by said Employees hereunder to the Union.

The Employer must deduct the monies from the first pay of an Employee each month, and remit such monies to the Secretary-Treasurer of the Union by means of electronic funds transfer (EFT) on or before the fifteenth (15<sup>th</sup>) day of the following month in which the monies are deducted, together with one (1) copy of the Check-off list. (Note: for the purpose of definition: "Check-off List" is the updated Union's Pre-Billing statement as indicated below).

The Employer must, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing all monthly dues submitted for Members along with current address, postal code, date of hire and Social Insurance Number.

The Monthly Check-off List will reference any:

- New Members to be listed in alphabetical order with current address, postal code, date of hire and Social Insurance Number;
- Terminations or resignations are to be clearly identified with current address, postal code, Social Insurance Number and date of termination or resignation;
- Any current address change to be updated as well as name changes (i.e. marriage).
- If an Employee works anytime during a month, the Employer assures the Union that the total amount of the monthly dues as specified by the Secretary-Treasurer of the Union will be deducted and forwarded to the Local Union, Probationary Employees included.

- 3.3 The Union shall indemnify and save harmless the Employer from any and all claims, demands, suits or other liability that may arise out of, or by reason of, any action taken by the Employer in complying with the provisions of this Article.
- 3.4 The Employer shall not, and agrees not to, enter into separate agreements, verbal or written, with the employees covering hours of work, wages, or conditions, during the term of this Agreement.

#### **ARTICLE NO. 4 - REGARDING EMPLOYEES**

- 4.1 Employees shall be classified as follows:
- a) **"Regular Employee"** means an employee who is regularly scheduled to work on a full-time basis;
  - b) **"Part-time Employee"** means an employee who works twenty-four (24) hours or less. A part-time shift can be established where there is insufficient work to support a full-time shift;
  - c) **"Casual Employee"** means persons employed to relieve in positions occupied by Regular Employees or Part-time Employees as follows:
    - i. vacation relief
    - ii. sick leave relief
    - iii. leave of absence
    - iv. work that cannot be made part of an existing position
    - v. absenteeism
    - vi. relief pending a regular employee appointment, and
    - vii. Statutory Holiday relief
    - viii. Increased work loads of a temporary nature.
  - d) **"Other Persons"** means volunteers and those individuals involved in the Salvation Army rehabilitation programs or other rehabilitation or job training programs, performing work for the Employer,
- 4.2 Other Persons may perform bargaining unit work, and are not subject to the provisions of this Agreement.
- 4.3 If the use of Casual employees or Part-time employees is excessive, the Employer and the Union shall meet for the purpose of resolving the situation.
- 4.4 All newly hired employees shall be considered as probationary employees for the first ninety (90) calendar days of employment. The employment of a probationary employee may be terminated at any time during the probationary period.
- 4.5 Other persons used by the Employer to perform bargaining unit work shall not work for more than six (6) months, are not entitled to receive a wage from the Employer for performing such work, or if in receipt of compensation, the amount paid by the Employer is funded in whole or in part by the government agency placing such individual, and the use of Other persons shall not result in the displacement of bargaining unit employees.

## **ARTICLE NO. 5 - MANAGEMENT RIGHTS**

- 5.1 The Union recognizes that it is the exclusive right of the Employer to manage and direct its business, and its workforce in all respects and in accordance with its commitments and to alter from time to time the rules and regulations relating to the workforce and the performance of the work, provided such rules and regulations do not conflict with this Collective Agreement.
- 5.2 The Employer shall always have the right to hire and to discipline, demote or discharge employees, for just cause.
- 5.3 Nothing contained in this Agreement will be deemed to obligate the Employer to continue to operate any of its operations, properties, or all or any part thereof. However, the Employer will provide thirty (30) days notice, if possible, to the directly affected employees, and to the Union, in the event of the operations or part thereof being shut down, or other persons being utilized on an interim basis.
- 5.4 The Employer shall be free to hire people who are not members of the Union, however they shall submit their application for membership in the Union within thirty (30) days of the date of their employment.
- 5.5 Supervisors or managers may from time to time perform the duties of employees within the bargaining unit, provided that such work does not result in the displacement of a bargaining unit employee, or in the reduction in the number of hours worked by bargaining unit employees a result thereof.

## **ARTICLE NO. 6 - CONTRACTING OUT**

- 6.1 Effective with the completion of the move to a transfer station type of operations on November 1, 1999, the Employer agrees not to contract out work normally performed by transfer station bargaining unit members as per the Alberta Labour Relations Board Certificate #46-96, except in cases of emergency and as agreed with the Union.

## **ARTICLE NO. 7 - UNION REPRESENTATION**

- 7.1 The Union shall appoint or elect Shop Stewards, and shall notify the Employer in writing of such appointment or election. The Employer shall not be required to recognize more than one (1) Shop Steward.
- 7.2 The Employer shall allow time off work, without pay, to any employee who is serving as a Union delegate or committee member to any conference or function, provided all requests for time off are reasonable, and do not interrupt the Employer's business. No more than one (1) employee in the bargaining unit may be granted such leave at any one time.
- 7.3 The Employer will provide a bulletin board at the plant on which to post Employer rules and regulations, and on which the Union may post notices to its members.
- 7.4 Authorized agents of the Union, upon request to the Employer, shall have access to the Employer's plant during working hours, for the purpose of investigating conditions relating to this Agreement and pertaining to applications of the Grievance Procedure, provided that no such access or attendance interrupts or interferes with the work at the plant.
- 7.5 Shop Stewards shall receive their regular pay while investigating grievances and attending grievance meetings during their regular work hours. No hours will be lost due to such attendance. The Shop Stewards will carry out their duties in a expeditious and reasonable manner.

## ARTICLE NO. 8 - SENIORITY FOR REGULAR EMPLOYEES

- 8.1 Seniority for Regular Employees shall be counted from the date that they were hired. Persons hired to fill the position of a Regular Employee shall be considered on probation, and seniority shall not commence until such time as that person has worked ninety (90) days from the last date of hire. On completion of the probationary period, such employee's seniority will be counted from his date of hire.
- 8.2 Seniority shall prevail for Regular Employees for the purpose of promotions, shift preferential, new jobs and vacancies, provided that the employee is qualified, and capable of doing the job, but there shall be no job bumping privileges.
- 8.3 Seniority for Part-time Employees, upon qualifying as a part-time employee, shall be based on the number of days worked, counted from the date of hire. The Employer shall maintain a part-time employee roster, and when practicable, part-time employees shall be called in to work on a rotating basis, based on seniority.
- 8.4 The seniority list for regular employees and part-time employees shall be prepared and posted by the Employer at the beginning of January and July of each year on the bulletin board as provided for in Section 7.3.
- 8.5 When it becomes necessary to reduce the working force, the last person hired shall be laid off first, and when the force is again increased, employees are to be returned to work in reverse order in which they are laid off during the layoff process, subject to qualifications. Full-time employees shall be given preference over Casual employees for available work, and no Casual employee will be given work unless all regular full-time employees are working.
- 8.6 Seniority shall terminate, and an employee shall cease to be employed by the Employer, when he:
- a) - voluntarily quits his employment with the Employer;
  - b) - is discharged and is not reinstated through the Grievance Procedure or Arbitration;
  - c) - is recalled from layoff, and fails to report to work within seven (7) calendar days after being notified by Registered Mail, courier or personal phone conversation followed by written confirmation by Registered Mail or courier to the last known address;
  - d) - fails to return to work upon the termination of an authorized leave of absence, unless in the opinion of the Employer the reason for such absence is reasonable;
  - e) - is absent from work without authorization for two (2) consecutive working days, unless, in the opinion of the Employer the reason for such absence is reasonable; or
  - f) - if an employee accepts other employment, while on leave of absence or is absent without leave of absence, he will be considered terminated, and removed from the seniority list.
- 8.7 The Company shall continue Welfare benefits by remitting the contribution rate defined in this Collective Agreement to the appropriate Health and Welfare Plan for any member who is laid off. Benefits will continue for one (1) month following the month of lay off.
- 8.8 When a regular employee is laid off for lack of work, his name shall remain on the seniority list for six (6) months, and in the event of any job opening the most senior shall be first recalled from layoff. It is the responsibility of such employee to provide the Employer with his current phone number and address, and the Employer shall be entitled to progress down the seniority list to the employee who has maintained his current phone number and address with the Employer. The Employer shall act reasonably in matters of recalling employees.

- 8.9 Employees promoted to a supervisory position, or positions not subject to this Agreement, will retain and accumulate their seniority for a period of not greater than six (6) months. If unsuitable for any reason, or if they voluntarily request reinstatement to their form position in the bargaining unit during the six (6) month period, the transfer will be made. Such employee shall forfeit any and all recourse to the Grievance Procedure as outlined in this Agreement should they be discharged after the six (6) month period from their supervisory position. The Company will continue to deduct and remit to the Union, dues for said employee as outlined in Article 3.2 of this Agreement for the six (6) month period.

#### **ARTICLE NO. 9 - LEAVE OF ABSENCE**

- 9.1 A leave of absence is an authorization for an employee to be absent from work for a definite period of time, which has been approved in advance by the Employer, and if for Union business, by the Union and the Employer.
- 9.2 All requests for leave of absence must be submitted in writing to the Employer no less than two (2) weeks prior to the commencement date of the proposed leave of absence. The request must state the reason for the leave of absence.
- 9.3 All requests for leave of absence must be approved by the Employer prior to the leave being taken (which shall be approved at the Employer's discretion). In the case of authorized leaves of absence under this Article, the employee's job, rate of pay and seniority will be protected for the duration of the leave. The granting of such leave will take in to consideration the employee's seniority and attendance record, along with consideration of the proper operation of the business.
- 9.4 If an employee accepts other employment while on leave of absence, or is absent without a leave of absence, he will be considered terminated, and removed from the seniority list.
- 9.5 A leave of absence for maternity leave will be governed by the wording in the Employment Standards Act, during which time the employee's job, rate of pay, and seniority will be protected.
- 9.6 All leaves of absence as set forth in this Article, (other than as set out in Section 9.5), shall be without pay and benefits.

#### **ARTICLE NO. 10 - SAFETY CONDITIONS**

- 10.1 The Employer and the Union recognize the benefits to be derived from safe working conditions and practices. Accordingly, it is agreed that employees, Union representatives and Employer supervisors shall co-operate to promote safe work practices, safe and healthy working conditions, and the enforcement of safety rules. All employees shall immediately report any unsafe working conditions to the Employer. All employees of the Employer shall comply with all reasonable rules of conduct and safety established by the Employer.
- 10.2 The Employer agrees to make available to employees, dust masks, gloves, smocks (lab coats or apron type), in reasonable quantities and at no cost to the employee. Drivers and swampers will be provided with uniforms at no cost. The use of these items shall be restricted to the Recycling Centre.
- 10.3 As per Workers' Compensation Board regulations, the wearing of steel toed work boots is mandatory in the workplace. All employees are required to wear steel toed work boots. The Employer agrees to pay up to one hundred and seventy-five dollars (\$175.00), once per year, upon presentation of a receipt. Employee must past probation period before they can submit receipt. The employee may allocate funds towards the purchase of additional safety clothing, including but not limited to pants and coveralls.

## **ARTICLE NO. 11 - HOURS OF WORK**

- 11.1 The normal hours of work for regular employees shall be eight (8) hours per day, and forty (40) hours per week, for five (5) consecutive days, with two (2) consecutive days off.
- 11.2 All hours worked in excess of eight (8) per day will be deemed overtime, and paid for at one and one-half (1 ½) times the employee's regular rate of pay for the first four (4) hours, and double (2x) the employee's regular rate of pay thereafter.
- 11.3 All hours worked on Saturday will be deemed as overtime, unless the employee's regular scheduled shift, and paid for at one and one-half (1 ½) times the employee's regular rate of pay.
- 11.4 All hours worked on Sunday, will be deemed as overtime, unless the employee's regular scheduled shift, and paid for at two (2) times the employee's regular rate of pay.
- 11.5 The Employer shall have the right to adjust the work schedule in order to meet the business needs of the operation. The Employer will provide thirty (30) calendar days notice of any schedule changes required.

## **ARTICLE NO. 12 – BANKED OVERTIME**

- 12.1 If the employee desires to bank their overtime hours, the employee must make such a request in writing. Time off shall be in compliance with Article 18.6 and shall not supersede the vacation schedule. It is agreed and understood that the following guidelines shall apply:
1. Overtime will be banked at the rate of pay in effect at the time the overtime was worked.
  2. Where the employee leaves the employ of the Employer, all banked overtime shall be paid out in full.
  3. The Employer will keep a record of all banked overtime, which will be available for perusal by the employee.
  4. Examples:  
  
1 hour overtime at time and one half (1 ½ x) = one and one half (1 ½) hours banked;  
1 hour overtime at double time and one half (2x) – two (2) hours banked
  5. Banked overtime shall be paid out after receipt of a written request and will be included in the next payroll.
  6. Employees are entitled to take their banked time as paid time off with the provision of two (2) weeks' notice in writing.
  7. Banked overtime shall be limited to a total of forty (40) hours.

## **ARTICLE NO. 13 - PAY and WORK CONDITIONS**

- 13.1 All employees covered by this Agreement shall be paid in accordance with the terms and conditions of this Agreement.
- 13.2 Pay time for employees shall be computed from the time that the employee is ordered to report for duty and registers in, whichever is later, until he is effectively released from duty.

- 13.3 Hours of work, and rates of remunerations, are outlined in the separate Appendices hereunto attached and forming part of this Agreement. All references in this Agreement are intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per week.
- 13.4 All employees covered by this Agreement shall be paid not less than twice a month, every second Friday.
- 13.5 Upon discharge, the Employer shall pay as soon as possible all money due to the employee. Upon quitting, the Employer shall pay all money due to the employee pay all monies due to the employee within ten (10) days following such quitting.
- 13.6 The Employer shall provide each employee covered by this Agreement with a separate and detachable, written or printed, itemized statement in respect of all wage payment made to such employee. Such statement shall set forth the dated pay period, the total hours worked or paid for, the total overtime hours worked (either time and one-half or double time), the rate or wages applicable, and all deductions made from the gross amount of wages. Effective, on or about the first pay period of January 2016, such itemized pay statement shall be provided electronically to employees and the provision of written or printed statements shall cease. Reasonable access to a terminal on site shall be given to employees.
- 13.7 When an employee meets with a personal injury while on duty which prevents him from completing his shift, the employee will be compensated for the full shift on that day.
- 13.8 Regular employees shall be notified before quitting time if they will not be required to work their next regular work day. If a regular employee is informed before his quitting time that there is no work available for him on his next shift (book off), there shall be no part-time employee worked on the day he is so booked off, except as otherwise provided for herein.
- 13.9 When regular employees report for duty on their regular scheduled work day, at their scheduled starting time, they shall be guaranteed a minimum of eight (8) hours work and/or pay.
- 13.10 Regular employees reporting for duty on a call-out or call-back basis, inconsistent with their regular scheduled work day or shift, shall be guaranteed a minimum of three (3) hours work and/or pay, at their appropriate overtime pay provision.
- 13.11 If an employee requests a short work day, less than eight (8) hours, he shall be paid only for those hours worked.
- 13.12 There shall be no "split shifts" except by mutual agreement, and a regular employee's workweek must be designated to him on the last day of the preceding week. A split shift shall be defined as any split of a shift in order to complete a regular eight (8) hour day.
- 13.13 When an employee from a higher rated classification is required to work temporarily at a lower rated classification, he shall continue to be paid at the rate for the higher rated classification. When an employee from a lower rated classification is required to work for four (4) hours or more per day in a higher rated classification, he shall be paid for the entire day at the higher rated classification.
- 13.14 Employees shall, except by mutual agreement between the Parties hereto, take at least one (1) continuous unpaid period for meals, of not more than thirty (30) minutes.
- 13.15 Employees shall be entitled to one (1) paid break, not in excess of fifteen (15) minutes, during both the first half and second half of any shift, and if an employee is required to work overtime, he shall be given an additional paid break prior to commencing overtime, provided the overtime is expected to be sixty (60) minutes or more.

- 13.16 In the event a driver loses his license for culpable reasons, the driver will be terminated. If there is a period during which his license is under suspension, such driver may be laid off or utilized for other work, if available, at the rate of pay for such work.
- 13.17 The Employer has the right to require employees to submit to a physical or medical examination. Any Employer-required physical or medical examination shall be promptly complied with by all employees; provided however that the Employer shall pay for all such physical or medical examinations, and for any time lost during working hours as a result thereof. The Employer shall give the employee(s) twenty-four (24) hours' notice or earlier prior to such examination.
- 13.18 Overtime shall be assigned on a voluntary basis, based on seniority within the job classification, unless the Employer following this procedure is unable to meet its overtime requirements, in which case the Employer may designate the employees with the least seniority who are required to work overtime, and they shall be required to work such overtime.
- 13.19 Any overtime that is assigned with less than twenty-four (24) hours' notice will be paid at two times (2x) the employees regular rate of pay.
- 13.20 A penalty of twenty-five dollars (\$25.00) will be paid to the employee whenever the company was responsible for any pay errors.

If an error occurs in payroll, and the amount is equal to two (2) days pay or more, the employer will reimburse by direct deposit within three (3) business days, providing that the employee has notified the company.

Any bank fees associated with an extra direct deposit will be reimbursed by the company.

#### **ARTICLE NO. 14 - NEW CLASSIFICATIONS**

- 14.1 When a new position is created within the bargaining unit, the Employer will provide the Union with the applicable rate of pay for the position at least ten (10) working days in advance of posting the position. Should the Union not agree with the rate, they will advise the Employer within ten (10) working days and the matter shall become the subject of a discussion between the Parties. Should the Parties not be successful, the matter shall be subject to Arbitration as outlined in Article No. 24.

#### **ARTICLE NO. 15 - BEREAVEMENT LEAVE**

- 15.1 When death occurs to a member of a regular employee's immediate family, the employee will be granted upon request, an appropriate leave of absence, and, if he attends the funeral he shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule on any of the days prior to the funeral, the day of the funeral, and the day after the funeral, for a maximum of three (3) days. Employees who are required to travel six hundred (600) kilometers or more round trip, to attend the funeral shall receive an additional one (1) day's pay for such travel.
- 15.2 Members of the employee's immediate family are defined as the employee's spouse, common-law partner, mother, father, sons, daughters, sisters, brothers, grandmothers, grandfathers, grandchildren, father-in-law, mother-in-law, brother-in-law and sister-in-law, or any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

## ARTICLE NO. 16 - JURY DUTY

- 16.1 Any regular employee who is required to perform Jury Duty on a day on which he would normally have worked, or attends court in response to a subpoena to give evidence as a witness concerning matters occurring during the regular course of his employment with the Employer, will be reimbursed by the Employer for the difference between the pay received for Jury Duty or Witness Attendance, and his regular straight time rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day, or forty (40) per week, less pay received for Jury Duty or Witness Attendance. The employee shall be required to furnish proof of Jury Duty pay or Witness Attendance fee received therefor, and the employee shall be responsible to account to the Employer for the Witness Fee received, both with a subpoena and subsequent to the service thereof.

## ARTICLE NO. 17 - GENERAL HOLIDAYS

- 17.1 Employees who have completed thirty (30) days of employment and have qualified as regular employees, shall be entitled to the following General Holidays:

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

In the event that a Statutory Holiday is proclaimed by either the Federal or Provincial Government, such Holiday shall be observed in the relevant jurisdiction(s).

- 17.2 Regular employees will receive eight (8) hours pay at their regular hourly work time job classification rate for the General Holidays as listed, and part-time employees shall be paid in accordance with the Employment Standards Act.
- 17.3 Employees shall be entitled to General Holiday pay for the specified holidays, subject to the following qualifications:
- a) - Employees absent from work other than for proven sickness, and/or Employer authorization, excluding leave of absence, on the day before and/or the day after such General Holiday shall not be paid for the Holiday.
  - b) - In the event a regular employee is requested to work on a General Holiday, he shall receive the rate of pay as stipulated in the Employment Standards Act.  
  
-Employees will only be requested to work a maximum of three (3) General Holiday in a calendar year.
  - c) - Should one (1) of the above-named Holidays fall during a regular employee's annual vacation, he shall be given a day in lieu of, to be taken either at the start of his vacation, or at the completion of his vacation.
  - d) - Where a General Holiday falls on a regular employee's regular day off, then such employee will be granted a day off in lieu of such General Holiday.

## ARTICLE NO. 18 - ANNUAL VACATIONS WITH PAY

- 18.1 Vacation periods shall be based on a period commencing January 1 and ending on December 31. Payout for vacation will not be made except upon an employee ceasing to be employed by the Employer, and then on the following basis:
- a) A regular employee laid off or leaving the Employer before completion of a full year of continuous employment, shall be entitled to an amount as determined in accordance with the Employment Standards Act.
  - b) Regular employees who have completed one (1) year of continuous employment as of January 1, shall be paid an amount equal to four percent (4%) of the employee's gross wage during the year in which he qualified for such vacation;
  - c) Regular employees who have completed two (2) consecutive years of continuous employment, as of January 1, shall be paid an amount equal to six percent (6%) of the employee's gross wage during the year in which he qualified for such vacation;
  - d) Regular employees who have completed seven (7) consecutive years of continuous employment, as of January 1, shall be paid an amount equal to eight percent (8%) of the employee's gross wage during the year in which he qualified for such vacation; and
  - e) Regular employees who have completed fourteen (14) consecutive years of continuous employment, as of January 1, and each year thereafter, shall be paid an amount equal to ten percent (10%) of the employee's gross wage during the year in which he qualified for such vacation.
  - f) Regular employees who have completed twenty (20) consecutive years of continuous employment, as of January 1, and each year thereafter, shall be paid an amount equal to twelve percent (12%) of the employee's gross wage during the year in which he qualified for such vacation.
- 18.2 If a regular employee who ceases to be employed has taken more vacation than he was entitled to, the Employer may deduct the unearned vacation pay from his final paycheque.
- 18.3 The percentage calculation shall be based on the regular employee's gross earnings as shown on the employee's income tax statement (T-4 Slip).
- 18.4 Regular employees covered by this Agreement shall receive annual paid vacation as follows, paid in advance for vacation with notice:
- a) - regular employees with less than one (1) year's service as of January 1, shall be granted one (1) day vacation for each complete month of service, to a maximum of ten (10) days.
  - b) - regular employees who have completed one (1) year of service as of January 1, shall receive two (2) weeks' vacation with pay;
  - c) - regular employees who have completed two (2) years of service as of January 1, shall receive three (3) weeks' vacation with pay;
  - d) - regular employees who have completed seven (7) years of service as of January 1, shall receive four (4) weeks' vacation with pay;

- e) - regular employees who have completed fifteen (15) years of service as of January 1, shall receive five (5) weeks' vacation with pay.
  - f) - regular employees who have completed twenty (20) years of service as of January 1, 2015 shall receive six (6) weeks' vacation pay.
- 18.5 a) - The time of vacation shall be fixed by the Employer, consistent with the efficient operation of the business. Preference of vacation time shall be given to senior employees.
- b) - Vacation lists shall be posted on January 30th of each year, and employees shall designate their choice of vacation time prior to February 28th. The Employer shall post the final vacation schedule by April 1st, and it shall remain posted for the balance of the year. Once finalized, the vacation schedule shall not be changed except by agreement of the Employer and the affected employee(s).
- After February 28<sup>th</sup> of each year following the selection of one (1) week vacation blocks, vacation may be requested in one (1) day blocks, provided the employee gives one (1) week notice of such request.
- 18.6 Vacation time must be approved by the Employer, and shall be taken in one (1) week units. Approval shall be based on seniority and work requirements. Vacation requests shall be dealt with by the Employer, acting reasonably provided that no more than a maximum of fifteen percent (15%) of the total employees may be on vacation at one time. That is, fifteen percent (15%) may be away on vacation at a particular time, with a maximum of twenty percent (20%) in any one (1) job classification. Amounts in excess are at the discretion of the Employer.
- 18.7 Part-time employees are not entitled to paid vacations, and shall be paid vacation pay on their pay dates at the rate of four percent (4%) of the part-time employee's gross wage for such pay period.

**ARTICLE NO. 19 - NO STRIKE or LOCK-OUT**

- 19.1 During the life of this Agreement, there shall be no-lock out by the Employer, nor any strike, sit down, work stoppage, or suspension of work either complete or partial, by the employees, for any reason.
- 19.2 If an employee engages in a strike, slowdown, stoppage of work, picketing of the Employer's premises, or refusal to perform work during the life of this Agreement, the Employer shall instruct him to return to work immediately and perform his duties faithfully, and resort to the grievance procedure established herein for the settlement of any difference or grievance. If the employee does not return immediately, he shall be deemed to have terminated his employment.
- 19.3 It shall not be a violation of this Agreement, nor cause for discharge, for any employee in the performance of his duties to refuse to cross a legal picket line recognized by the Union.

**ARTICLE NO. 20 - HEALTH and WELFARE**

- 20.1 Regular employees have the benefit of the Employer's Health and Welfare Plan as it may be amended and supplemented from time to time by the Employer in its discretion. Part-time employees who meet all eligibility requirements will have the benefit of the Employer's current Health Plan, as outlined in the most recent "Taking Care" Benefits booklet, for the term of this Agreement.
- 20.2 When an employee goes off work due to injury or illness, the Employer shall continue to pay his Health and Welfare fees for a twenty-six (26) week period, so that at all times the employee shall be protected to the utmost. When an employee returns to work, the Employer shall deduct from his earnings any monies which the Employer has paid out in respect of his contributions.

- 20.3 In the event an employee does not return to work, and the employee refuses or neglects on demand, to make restitution for such monies paid out, the Union shall then reimburse the Employer for said amount.

#### **ARTICLE NO. 21 - SICK LEAVE**

- 21.1 Sick leave benefits are based on the accumulation of one (1) day per month of employment, with a maximum of eighty-five (85) days. In order to be eligible for sick leave, an employee must notify his supervisor immediately or at least one-half (1/2) hour prior to his shift starting. Employees may be required to report to a doctor chosen by the Employer in the event of repeated illnesses.
- 21.2 Sick leave credits will accumulate for part-time employees at the rate of eight (8) hours per one hundred and sixty (160) hours worked.
- 21.3 Credits will accumulate from the date of employment, but cannot be used until six (6) sick days have been accumulated.
- 21.4 Remuneration for any accumulated credits will not be made on termination of employment except when such termination takes place during an existing non-occupational disability.
- 21.5 If a full-time employee uses three (3) days or less of sick leave time in a calendar year, (December 1 - November 30), a bonus of three hundred and fifty dollars (\$350.00) will be paid to such employee in the first pay period in December.

#### **ARTICLE NO. 22 - DISCIPLINE and DISCHARGE**

- 22.1 Employees may be discharged for just cause at any time.
- 22.2 An employee will receive a copy of any written reprimand or warning letter placed on his file, with a copy to the Union. Written reprimands or warning letters shall become a permanent part of the employee's work history, however the incident causing such written reprimand or warning letter will not be taken into account to compound other disciplinary action taken against the employee if there is twelve (12) clear months without any further disciplinary action occurring from the date that the incidents or warning letters were placed on file.

#### **ARTICLE NO. 23 – GRATUITOUS PACKAGE**

- 23.1 Effective September 1, 2001 regular employees, who receive a permanent layoff, will receive the following gratuitous package;
- a) notice as per Employment Standards
  - b) regular employees with one year or less service will receive one (1) week's pay
  - c) regular employees with more than one but less than two years service will receive three (3) week's pay
  - d) regular employees with two years but less than three years service will receive four (4) week's pay
  - e) regular employees with three years but less than four years service will receive six (6) week's pay
  - f) regular employees with four years service will receive eight (8) week's pay.
  - g) Regular employees with 10 years plus will receive ten (10) week's pay.
  - h) Health benefits, excluding LTD will be maintained for one (1) calendar month after layoff
  - i) Employees accepting the foregoing gratuitous package will forfeit all recall rights.

## ARTICLE NO. 24 - GRIEVANCE PROCEDURE

24.1 All questions, disputes and controversies arising under this Agreement, or any supplement hereto, shall be adjusted and settled within the terms and conditions as set forth in this Article. The Parties agree that it is desirable to settle complaints as quickly as possible, in as informal a manner as possible. Accordingly, the following procedure shall apply:

- a) **STEP 1** - Any grievance of an employee shall first be taken up between such employee and the Employer representative. However, such employee will be entitled to be accompanied by a Shop Steward or Union representative.

The time limit to initiate a grievance is as follows:

- i) termination or layoff - ten (10) days; and
- ii) all others – ten (10) business days

Where a grievance is not initiated by the Union, the employee or the Employer, within the time limits, it shall be considered dropped and all rights of recourse abandoned.

- b) **STEP 2** - Failing settlement under Step 1, the grieving party shall reduce his grievance to writing, and it will be referred to and taken up between the Secretary-Treasurer or other representative of the Union, and the Employer's representative authorized by the Employer. Such written notice and meeting must take place within ten (10) calendar days from the completion of Step 1.

- c) **STEP 3** - Failing settlement under Step 2, the grievance shall be taken up in a presentation to a Grievance Board, hereinafter referred to as "the Board", consisting of two (2) Union representatives selected by the Union, and two (2) Employer representatives selected by the Employer.

Any settlement arrived at by this Board on a specific grievance shall be final and binding on the Parties, including the employee, the Employer and the Union.

Except by written mutual agreement, between the Union and the Employer, providing for an extension of time, Step 3 must be completed within ten (10) calendar days from the completion of Step 2.

In all such grievance procedures, the Employer representative shall act in the capacity of Chairman of the meetings, and the Union representative shall act in the capacity of Recording Secretary.

All copies of all minutes shall be signed and dated by both the Union and the Employer.

- d) **STEP 4** - Failing settlement under the above steps and within fourteen (14) calendar days, the matter will be referred to an agreed-upon neutral person to act as an Arbitrator, who will meet with the Parties to hear both sides of the case. Failing to agree upon a neutral person, the Labour Relations Board will be requested to appoint a neutral Arbitrator.

24.2 The Arbitrator shall be required to hand down his decision following completion of the hearing and his decision shall be final and binding on the two (2) Parties to the dispute.

24.3 The cost of the Arbitrator will be borne equally by the Union and the Employer.

**ARTICLE NO. 25 - COMPLETE AGREEMENT**

25.1 This Agreement constitutes the entire Agreement between the Parties. It supersedes all other communications, representations, and agreements between the Parties with respect to the subject matters covered herein, except where the Parties have mutually agreed in writing in the form of a Letter of Understanding.

**ARTICLE NO. 26 - TERMINATION**

26.1 This agreement shall be in full force and effect from the first (1<sup>st</sup>) day of September, 2018 to the thirty-first (31<sup>st</sup>) day of August, 2021 and, subject to the provisions of Sections 26.2 and 26.3, from year to year thereafter.

26.2 The provision of Article No. 26 of this Agreement shall be subject to the right of either Party to give written notice not more than one hundred and twenty (120) calendar days, nor less than sixty (60) calendar days prior to the original or any subsequent termination date of this Agreement requiring the other Party to commence collective bargaining with the intent of concluding a new agreement.

26.3 Should either Party give written notice to the other Party, pursuant to Section 26.2 of this Agreement, this Agreement shall thereafter continue in full force and effect until

- a) - a new collective agreement is concluded;
- b) - the right of the Union to represent the employees is terminated; or
- c) - a strike or lock-out.

**ARTICLE NO. 27 - OTHER MATTERS**

27.1 The following schedules are attached to and for part of this Agreement;

- a) - Schedule A - Hours of Work and Wages, and;
- b) - Schedule B - Employee Benefit Plan
- c) -Schedule C - RRSP

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

**ON BEHALF OF THE EMPLOYER:**

The Salvation Army  
Calgary Recycling Centre

**ON BEHALF OF THE UNION:**

General Teamsters,  
Local Union No. 362

\_\_\_\_\_  
John Thompson, Labour Relations Manager

\_\_\_\_\_  
Ken Jarvis, Business Agent

\_\_\_\_\_  
Dan Kinsey, Regional Manager

\_\_\_\_\_  
Michael Dunphy, Business Agent

\_\_\_\_\_  
Darren Franson  
Distribution Manager, Calgary

## SCHEDULE "A" - WAGES

### 1. HOURLY RATES OF PAY

All wage increases will be as of September 1, 2018

CLASSIFICATION	EFFECTIVE	YEAR	START RATE	AFTER 480 HOURS	AFTER 2080 HOURS
Truck Driver	September 1	2018	\$18.90	\$19.50	\$20.39
	September 1	2019	\$19.28	\$19.89	\$20.80
	September 1	2020	\$19.67	\$20.29	\$21.22
Truck Helper / Dockworker	September 1	2018	\$15.75	\$16.25	\$16.79
	September 1	2019	\$16.07	\$16.58	\$17.13
	September 1	2020	\$16.39	\$16.91	\$17.47

The company will maintain two (2) Lead Hand positions, Lead Hand Warehouse, Lead Hand Driver.

Lead Hand will receive an additional one dollar and fifty cents (\$1.50) per hour.

On September 1, 2019 the Lead Hand premium will increase to one dollar and sixty cents (\$1.60)

On September 1, 2020 the Lead Hand premium will increase to one dollar and seventy-five cents (\$1.75).

Casuals shall be paid at a rate of fifteen dollars (\$15.00) per hour for all hours worked. If minimum wage goes over fifteen dollars (\$15.00) per hour the employer will pay as per the Alberta Employment Standards Act.

## SCHEDULE "B" - EMPLOYEE BENEFIT PLAN

A summary of the Benefit Plan can be found in the most recent "Taking Care" Benefit booklet. It is also understood that benefits and plans of insurance referred to are qualified in their entirety by reference to the underlying policies and contracts of insurance or statutes or regulations. The Master Contract as referred to in the employee handbook, shall be controlling in all matters relating to eligibility requirements, other than those agreed to under Article No. 19, the extent of benefits and conditions.

The Employer has no other liability other than to provide the portion of the benefit premiums contracted for. The Employer will not change the terms of the Plan without the agreement of the Union. The cost of the benefit premiums will be shared as defined by the Plan, and provided below for information purposes only;

Core Single Coverage (exclusive of LTD)	Paid 100% by the Employer
Core Couple Coverage (exclusive of LTD)	The difference in cost between the core single and core couple coverage is split 50/50 between the Employer and the employee.
Core Family Coverage (exclusive of LTD)	The difference in cost between the core single and core family coverage is split 50/50 between the Employer and the employee.
LTD	Paid 100% by the employee

## **SCHEDULE "C" - EMPLOYEE GROUP REGISTERED RETIREMENT SAVINGS PLAN (RRSP)**

The current Collective Agreement which expires on August 31, 2015 is silent regarding Registered Retirement Savings Plan and therefore the Employer administers the plan to employees as per The Salvation Army Policy.

The Salvation Army has made changes to Employer's Group RRSP effective April 1, 2007 and it will apply to all eligible employees as follows:

- All regular full time and part time employees who have completed their initial three (3) month probationary period can apply for membership in the Group RRSP plan and receive Employer contributions.
- The following basic contribution percentage will apply:
  - On the completion of Employee Probation - 4.00 % of regular paid earnings.
  - On the completion of 5 years of service - 5.00 % of regular paid earnings.
  - On the completion of 10 years of service - 6.00 % of regular paid earnings.
- If an employees choose to make voluntary contributions, The Salvation Army will match the employee's contributions to a maximum amount as indicated below:
  - On the completion of Employee Probation - Matching of voluntary contributions to a maximum of (2)% regular paid earnings
  - On the completion of 10 years of service (commencing 11<sup>th</sup> year of employment) - Matching of voluntary contributions to a maximum of 3% regular paid earnings.
- It is not necessary for employees to make personal voluntary contributions in order to receive The Salvation Army basic contributions.
- Employees who are currently enrolled in the plan will have the basic Employer contributions increased to the new contribution percentage for regular paid earnings from April 1, 2007.

Employees will receive a letter outlining the new Employer's Group RRSP and also will receive instructions regarding which forms need to be completed.