

September 30, 2019

Canadian Labour Reporter

www.labour-reporter.com

CEWA grieves after warehouse worker in Nisku, Alta. terminated in mass job cuts

AFTER a series of challenging years for ATCO Electric in Alberta, the company began to lay off hundreds of workers in 2015.

But on Sept. 23, Christina Henderson was terminated from her position as senior warehouseman in Nisku, Alta. — despite being one of the most senior of 11 fellow employees. She was originally hired on Oct. 31, 2007.

According to the grievance letter, filed by the Canadian Energy Workers' Association (CEWA) union on Oct. 28, Henderson felt that "as the only female in the warehouse and of the third most seniority, I was dismissed. I was incredibly embarrassed and ashamed when I was forced to walk out after being dismissed in front of coworkers, rather than being accompanied in a private manner while the supervisor of Nisku and Jean [Loitz, director of corporate services] sat at the end of the hall talking and laughing. It's apparent that there was no intention or necessary measures taken

see **Arbitration** > pg. 7



Photo: Google Street View



ARBITRATION AWARDS

Employer switches contractors mid-job due to pace of work

WHEN a job to build a firewall ran into difficulties, the employer made the decision to switch contractors, triggering a policy grievance.

Aecon Construction Group was the main contractor at a K+S Potash Canada job site in 2016 when it sub-contracted a fire-stopping

wall job to Kaefer Industrial Services, which had a collective agreement with the International Association of Heat and Frost Insulators and Allied Workers (HFI-AW), Local 119.

In January 2017, Aecon decided

see **No language** > pg. 7



COLLECTIVE AGREEMENTS

FIRE FIGHTING

City of Airdrie

Airdrie, Alta.

(71 firefighters, fire prevention officers) and the Airdrie Professional Firefighters Association, Local 4778

Renewal agreement: Effective Jan. 1, 2018 to Dec. 31, 2020. Ratified on July 5, 2019. Signed on Jan. 1, 2018.

Shift premium: \$1 per hour for

each hour worked between 6 p.m. and 8 a.m. (not subject to overtime percentages).

see **Collective agreements** > pg. 3

PM #40065782

Your workplace is changing, are you?

Change Management: Oct. 1-3, 2019: Toronto

Workplace Restoration: Oct. 16-18, 2019: Edmonton

Learn more:

Call : 1-888-858-7838

Email: irc@queensu.ca

Website: irc.queensu.ca





B.C. municipal workers vote to strike

COLDSTREAM, B.C. — Members of the Canadian Union of Public Employees (CUPE), Local 626 working for the District of Coldstream in Coldstream, B.C. voted 96 per cent in favour of taking job action in a strike vote held on Sept. 20.

"This is not an action we take lightly. We've been working to resolve this issue at the bargaining table but are facing demands we simply cannot accept," says Bryce de Dood, CUPE 626 president.

The parties began bargaining in May and made substantial progress in six full days of negotiations. Talks broke down in August with the employer seeking a wage settlement lower than surrounding communities and below the provincial average for municipalities, says the union.

The employer then demanded a longer term than proposed by the union, a move that would amplify the negative impact of the employer's proposed below average wage settlement, says CUPE.

"The employer's proposal would lock us into an agreement that lowers our wages relative to other municipalities, and our members cannot afford to move backwards," says de Dood.

Following the strike vote, the union applied to the B.C. Labour Relations Board to have a mediator appointed in the hopes of resolving the dispute prior to a disruption in services to the

community. Dates for mediation have yet to be scheduled, says CUPE.

JLM Supply workers in Edmonton join UFCW

EDMONTON — Warehouse workers at JLM Supply in Edmonton joined the United Food and Commercial Workers (UFCW) Canada, Local 401 on Sept. 20 after voting to join the union.

"The main reasons these workers chose to create a union was to fix job security and improve worker safety," says Saba Mossagizi, UFCW 401 union organizer.

The new members work with gaskets, valves, strainers, swivel joints, bolting and other products and perform physically demanding work that involves shipping, receiving and welding-fabrication, says the union.

"We will be commencing bargaining within 30 days and have agreed to start the process of first contract arbitration within 90 days if necessary," says Chris O'Halloran, director of organizing at Local 401.

The first contract arbitration process is a new, fast-paced approach to bargaining first-contracts in Alberta that involves high levels of member engagement, says the union. Members can expect to see surveys to gauge their wants and expectations. The union will also be looking for members to join the

health and safety committee and take up rolls as union stewards, says UFCW.

Sudbury, Ont. nurses head to conciliation

SUDBURY, Ont. — Following two days of failed negotiations, public health nurses, registered nurses and nurse practitioners with the Ontario Nurses' Association (ONA) are heading into conciliation talks with Public Health Sudbury and Districts in Sudbury, Ont. on Sept. 24 in an attempt to avoid a strike.

"We are committed to reaching an agreement with this employer without being forced to withdraw our services. A strike would disrupt the vital services that our members provide to the 165,000 residents in Greater Sudbury as well as the districts of Sudbury and Manitoulin," says Vicki McKenna, ONA president.

The contract for these nurses — who provide a wide range of services for about 165,000 residents — expired last March, says McKenna.

ONA expects this employer to "negotiate a fair collective agreement that values the care nurses provide to their community," says McKenna. "No nurse ever wants to be forced to withdraw services, and we believe this employer does not wish to see services withdrawn either. The community's health and wellness is too important, and we hope to see respectful and productive conciliation tomorrow."

Labour Reporter

FORMERLY CLV REPORTS

Serving labour relations professionals since 1956
www.labour-reporter.com

Subscription rate: \$599 per year

Customer Service

Tel: (416) 609-3800 (Toronto)
(800) 387-5164 (outside Toronto)

Email:

info@habpress.ca

Website: www.labour-reporter.com

President

Tim Duce

Editor/Supervisor

Sarah Dobson | (416) 644-8740 Ext 330
sarah.dobson@keymedia.com

News Editor

John Dujay | (416) 644-8740 Ext 321
john.dujay@keymedia.com

Sales Manager

Paul Burton | (416) 644-8740 Ext 325
paul.burton@keymedia.com

Marketing Co-ordinator

Keith Fulford | (416) 644-8740 Ext 329
keith.fulford@keymedia.com



©2019 HAB Press Limited

All rights reserved. No part of this publication may be reproduced, stored in a retrieval system or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise without the written permission of the publisher (HAB Press Limited).

KEY MEDIA and the KEY MEDIA logo are trademarks of Key Media IP Limited, and used under license by HAB Press Limited.

CANADIAN LABOUR REPORTER is a trademark of HAB Press Limited.




The publisher is not engaged in rendering legal, accounting or other professional advice. If legal or other expert assistance is required, the services of a competent professional should be sought. The analysis contained herein represents the opinion of the authors and should in no way be construed as being either official or unofficial policy of any governmental body.

ISSN 0045-5113

Publications Registration 2089

Canadian Labour Reporter is part of the Canadian HR Reporter group of publications. Visit www.hrreporter.com for more information.

GET LISTED IN THE HR VENDORS GUIDE

Company Name 		
123 Queen Street Suite 101 Toronto, Ontario M5P 1M1 Canada Phone: (416) 111-2222 E: info@companyname.ca www.website.ca		
HR Professional Development Description: Facilitate. Name: John Doe. Address: 123 Main St. City: Toronto. Province: ON. Postal Code: M5P 1M1. Phone: (416) 111-2222. Email: info@companyname.ca. Website: www.website.ca.		
Training and Development Description: Facilitate. Name: John Doe. Address: 123 Main St. City: Toronto. Province: ON. Postal Code: M5P 1M1. Phone: (416) 111-2222. Email: info@companyname.ca. Website: www.website.ca.		

Visit hrreporter.com/hr-vendors-guide

HRReporter



< from pg. 1

Paid holidays: 12 days. Banked holiday time accrued and not scheduled for use by end of year will be paid out in pay period 24. Maximum 24 hours earned for Christmas Day and Boxing Day can be carried over for use in coming year.

Vacations with pay: For suppression staff: 2 weeks or 6.6% to start, 3 weeks or 6.6% after 5 years, 3 weeks or 8.8% after 6 years, 3 weeks or 11% after 13 years, 3 weeks or 13.2% after 24 years. For non-suppression staff: 2 weeks or 6% to start, 3 weeks or 6% after 5 years, 3 weeks or 8% after 6 years, 3 weeks or 10% after 13 years, 3 weeks or 13.2% after 24 years. Employees may carry-over time, maximum 1 year's allotment of vacation minus 2 weeks (84 hours) or 3 weeks (126 hours).

Overtime: Time and one-half for all work in excess of scheduled regular hours. May

be banked. Double time for all hours worked in excess of regular scheduled hours on statutory holiday.

Meal allowance: Employer will make provisions for supplying refreshments to firefighters on duty at incident or to those who have worked overtime for more than 3 hours or to firefighters who are called back and required to stand by for more than 3 hours and which occurs over normal meal time.

Sick leave: 12 hours per month, maximum accrual of 144 hours per year for firefighter; 8 hours per month, maximum accrual of 86 hours per year for non-suppression staff.

Pension: Employer will support participation in supplementary pension plan, which will be in addition to Local Authorities Pension Plan. Employer will contribute 3%, employee will contribute 2.5%.

Bereavement leave: 48 hours for death of relative (current

spouse, son, daughter, ward, brother, sister, parent, parent of spouse or significant other, grandson, granddaughter, grandparent, son-in-law, daughter-in-law, grandparent of spouse or significant other, related dependant of employee living in household of employee). 12 hours for death of non-relative. Extension of maximum 24 hours may be granted for travel in excess of 300 kilometres (1 way).

Seniority – recall rights:

12 months for layoff;

24 months for absence due to illness, disability, injury.

Call-in pay: Minimum 2 hours' pay at double time. Pay will commence from time of page-out.

Probationary period: First year worked.

Discipline: Sunset clause is 2 years.

Uniforms/clothing: Employer will provide firefighters with required seasonal uniform issue, personal protective clothing, specialized clothing

and gear.

Sample rates of annual pay (current, after 4% increase):
Platoon chief 135%:

\$136,962.51 rising 2 steps to \$142,495.79

Captain 122%: \$123,773.52 rising 2 steps to \$128,773.97

Senior firefighter 103.5%:

\$105,004.59 rising 2 steps to \$109,246.77

First-class firefighter 100%: \$101,453.71 rising 2 steps to \$105,552.44

Firefighter second-class 92.5%: \$93,844.68 rising 2 steps to \$97,636.00

Firefighter third-class 84.5%: \$85,728.38 rising 2 steps to \$89,191.81

Firefighter probationary 74.6%: \$75,684.47 rising 2 steps to \$78,742.12

Fire prevention officers
FPO level 3 122%: \$123,773.52

rising 2 steps to \$128,773.97
FPO level 2 112%: \$113,628.15

rising 2 steps to \$118,218.73
FPO level 1 106%: \$107,540.93

rising 2 steps to \$111,885.58

Editor's notes: *On-call:* \$2 per hour; defined as preplanned emergency response scheduling. *Line-of-duty death:* Employer agrees to contribute maximum \$5,000 towards costs incurred to provide full honours line-of-duty death ceremonial service for active firefighter whose death has been attributed to work they perform on behalf of employer and ruled as compensable by WCB (Workers Compensation Board of Alberta). *Service pay:* \$600 after 10 years of service; \$800 after 15 years of service; \$1,000 after 20 years of service; \$1,200 after 25 years of service; \$1,400 after 30 years of service.

TRANSPORTATION

H.M. Trimble and Sons (1983)

Alberta/British Columbia/Saskatchewan/Yukon/Alaska
(160 drivers) and the International Union of Operating Engineers (IUOE), Local 115

Renewal agreement: Effective April 1, 2018 to March 31, 2021. Signed on June 21, 2018.

Shift premium: \$0.75 per hour (previously \$0.50 per hour) for night shift on all straight-time hours. \$5 per hour for drivers who carry out additional and various duties of training of personnel and for specific training which does not run over entire trip. \$0.01 per mile on 7-axle and \$0.015 per mile on 8-axle for all loaded miles between Hope and Trail, Castlegar or Rossland via Hope-Princeton Highway.

Paid holidays: 10 days.

Vacations with pay: 2 weeks or 4% after 1 year, 3 weeks or 6% after 3 years, 4 weeks or 8% after 10 years, 5 weeks or 10% after 15 years, 5 weeks or 12 after 18 years.

Overtime: Time and one-half for all work after 9 or 10 hours per day. Time and one-half for all work after 60 hours per week in Dawson Creek branch. Time and one-half for sleeper operations for all productive hours in excess of 20 productive hours in each 24-hour period (maximum of 4 hours will be paid per 24-hour period).

Meal allowance: \$40 for breakdowns longer than 24 hours.

Medical benefits: Employer pays 50% of premiums, employee pays 50% of premiums. Employer pays 100% of premiums for provincial medical services plan premiums.

Dental: Employer pays 50% of premiums, employee pays 50% of premiums.

Vision: Employer pays 50% of

premiums, employee pays 50% of premiums.

STD: Employer pays 50% of premiums, employee pays 50% of premiums.

LTD: Employer pays 50% of premiums, employee pays 50% of premiums.

AD&D: Employer pays 50% of premiums, employee pays 50% of premiums.

Life insurance: Employer pays 50% of premiums, employee pays 50% of premiums.

Pension: Employer pays 50% of premiums, employee pays 50% of premiums.

Bereavement leave: 3 days for death in immediate family (spouse, common-law spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandfather,

grandmother, brother-in-law, sister-in-law, stepchildren, foster-children). Special attention will be given to leave without pay for death of other relatives, associates, friends.

Seniority – recall rights: 12 months for layoff; 3 years when medically unfit to perform duties; 180 calendar days if employee moves to position outside bargaining unit.

Probationary period: 120 calendar days of employment.

Uniforms/clothing: \$400 per year for uniform or CSA-approved work boots or insulated coveralls, jackets, pants.

Sample rates of hourly pay (current, after 4% increase):
Area 1 and 2

5 axles/6 axles/8 axles: \$26.01 rising 2 steps to \$27.06

Oilfield-off road (5 axles/6 axles/8 axles): \$30.43 rising 2 steps to \$31.66
Area 3
5 axles/6 axles/7 axles/8 axles:

\$26.01 rising 2 steps to \$27.06
Area 4
5 axles/6 axles/7 axles/8 axles: \$24.64 rising 2 steps to \$25.63
Area 6 (coastal, lower mainland)

5 axles/6 axles/7 axles/8 axles: \$25.99 rising 2 steps to \$27.04
Br 07, Br 167 (5 axles/6 axles/7 axles/8 axles): \$27.26 rising 2 steps to \$28.36

Br 14 Dawson Creek (8 axles): \$30.88 rising 2 steps to \$32.12

Editor's notes: *Expenses:* \$40 per day for meals; hotel room supplied by employer; pay for all hours spent on training at regular work-time rate; pay at regular rate for travel time when attending training out-of-branch or travelling to out-of-town branch, when employee attend training or work out of another branch. *Hearing protection:* Employer will provide 1 set of moulded ear plugs every 2 years and will supply annual hearing tests upon request. *Years of service:* 3% of gross earnings to be paid on each pay after 1 year; 5% of gross earnings to be paid on each pay after 3 years; 7% of gross earnings to be paid on each pay after 5 years of service (premium will not apply to drivers hired after Nov. 1, 2016 or where letter of understanding exists). 2% quarterly gross earnings bonus will be added to hourly rate effective April 1, 2018 for drivers with greater than 5 years of experience as of Dec. 11, 2016 for Kamloops, Dawson Creek drivers.

GROCERY RETAIL

Loblaw Companies

Provincewide, Manitoba

(3,000 grocery employees) and the United Food and Commercial Workers Canada (UFCW), Local 832

Renewal agreement: Effective Sept. 28, 2018 to Sept. 28, 2023. Signed on Dec. 14, 2018.

Wage adjustments:

For current top-rated or over-scale employees hired prior to Oct. 20, 2013

Effective September 2018: \$0.25 per hour

Effective September 2020: \$0.30 per hour

Effective September 2021: \$0.30 per hour

Effective September 2022: \$0.40 per hour

Shift premium: \$0.75 per hour for all time worked as lead-hand in Real Canadian Superstores where night stocking is in effect 1 or more days per week. \$0.75 per hour for all time worked as direct-hand in Extra Foods Stores where no junior assistant manager exists. \$0.25 per hour for key holders. \$0.25 per hour for employee who works cash office after 6 p.m. \$0.40 per hour for employees promoted to position of assistant supervisor in general merchandise following Oct. 20, 2013 when filling this position. \$1 per hour for all work done on Sunday at any time. \$0.65 per hour for each half hour worked between 6:30 p.m. and end of shift. \$1.25 per hour for all hours worked when majority of hours fall between 10 p.m. and 5 a.m. or for employee who starts shift prior to 5 a.m. \$1 per hour for any employee relieving store manager for more than 1 day in employee's home store and

immediately in store other than home store. \$0.75 per hour for any employee relieving store manager for more than 1 day in employee's home store and immediately in store other than home store (Extra Foods: assistant store manager, junior assistant manager, produce department manager, head cashier, bakery department manager. Superstore: assistant store manager, department supervisor). \$0.65 per hour for employee relieving meat department manager (in Extra Foods only) for more than 1 day in employee's home store and immediately in store other than own home store. \$0.50 per hour for time as head clerk.

Paid holidays: 11 days.

Vacations with pay: 4% to start, 2 weeks after 1 year, 3 weeks after 3 years, 4 weeks after 8 years, 5 weeks after 13 years, 6 weeks after 18 years, 7 weeks after 23 years.

Overtime: Time and one-half for all time worked in excess of normal basic work week. Time and one-half for all time worked by employees on scheduled day off (if 48 hours' notice has not been given and no emergency exists). Compensating time off will not be given in lieu of overtime pay.

Medical benefits: Employer pays 100% of premiums for UFCW 832 /Westfair Health and Benefit Plan.

Dental: Employer pays \$0.36 per hour to Manitoba Food and Commercial Workers Dental

Plan. Effective Sept. 28, 2020: \$0.37 per hour. Effective Sept. 28, 2022: \$0.38 per hour.

Weekly indemnity: Employer pays 100% of premiums.

Sick leave: 4 hours for each month of employment, maximum 20 days' credit.

LTD: Employer pays 100% of premiums for coverage of 66 2/3% of employee's base, maximum \$2,000, less income from any other source on account of same disability, payable after 180 days of disability.

Pension: Employer pays \$1.45 per hour to Canadian Commercial Workers Industry Pension Plan. Employees will make contributions: \$0.22 per hour after 2 years of service; \$0.40 per hour after 8 years of service.

Bereavement leave: 3 days for death in immediate family (spouse, common-law spouse, parent, stepparent, child, step-child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandparent-in-law, grandchild). 1 day for death of aunt, uncle, nephew, niece. 1 day without pay to attend funeral of person who is not member of employee's immediate family.

Probationary period:

240 hours at work.

Uniforms/clothing: Employer will lend and launder smocks and aprons to employees who are required to wear same, unless employee opts to wear and maintain other apparel provided by employer. Employer will provide special clothing, such

as rain capes, parkas, gloves, where required.

Sample rates of hourly pay (current):

B-1 service clerk

Hours

0 to 500: \$11.35

501 to 1,500: \$11.45

1,001 to 1,500: \$11.55

1,501 to 2,500: \$11.65

2,001 to 2,500: \$11.75

2,501 to 3,500: \$11.85

3,001 to 3,500: \$11.95

3,501 to 4,500: \$12.05

4,001 to 4,500: \$12.15

4,501 to 5,500: \$12.25

5,001 to 5,500: \$12.60

5,501 to 6,500: \$13.05

6,001 to 6,500: \$13.50

6,501 to 7,500: \$13.95

7,001 to 7,500: \$14.40

More than 7,500: \$18.60 rising

4 steps to \$19.10

B-2 GM clerk

0 to 500: \$11.35

501 to 1,500: \$11.40

1,001 to 1,500: \$11.45

1,501 to 2,500: \$11.50

2,001 to 2,500: \$11.55

2,501 to 3,500: \$11.60

3,001 to 3,500: \$11.65

3,501 to 4,500: \$11.70

4,001 to 4,500: \$11.75

4,501 to 5,500: \$11.80

5,001 to 5,500: \$11.85

5,501 to 6,500: \$11.90

6,001 to 6,500: \$11.95

6,501 to 7,500: \$12.22

7,001 to 7,500: \$12.53

More than 7,500: \$15.85 rising

4 steps to \$16.35

B-3 meat and bakery

0 to 500: \$11.50

501 to 1,000: \$11.75

1,001 to 1,500: \$11.95

1,501 to 2,000: \$12.10	2,081 to 2,600: \$16	B-6 meat manager and bakery	2,001 to 2,500: \$17
2,001 to 2,500: \$12.35	2,601 to 3,120: \$16.50	manager Extra Foods	2,501 to 3,000: \$17.20
2,501 to 3,000: \$12.60	3,121 to 3,640: \$17	0 to 500: \$18.10	3,001 to 3,500: \$17.40
3,001 to 3,500: \$12.85	3,641 to 4,160: \$17.50	501 to 1,000: \$18.30	3,501 to 4,000: \$17.85
3,501 to 4,000: \$13.10	4,161 to 4,680: \$18	1,001 to 1,500: \$18.50	4,001 to 4,500: \$18.30
4,001 to 4,500: \$13.35	More than 4,680: \$20.10 rising	1,501 to 2,000: \$18.70	Over 4,500: \$21.79 rising
4,501 to 5,000: \$13.70	4 steps to \$20.60	2,001 to 2,500: \$18.95	4 steps to \$22.29
5,001 to 5,500: \$14.22	B-5 courtesy clerks	2,501 to 3,000: \$19.15	B-8 head cashier Extra Foods
5,501 to 6,000: \$14.73	0 to 500: \$11.35	3,001 to 3,500: \$19.40	0 to 500: \$15.10
6,001 to 6,500: \$15.25	501 to 1,000: \$11.45	3,501 to 4,000: \$19.48	501 to 1,000: \$15.42
6,501 to 7,000: \$15.77	1,001 to 1,500: \$11.55	4,001 to 4,500: \$19.67	1,001 to 1,500: \$15.64
7,001 to 7,500: \$16.28	1,501 to 2,000: \$11.65	More than 4,500: \$22.82 rising	1,501 to 2,000: \$15.76
More than 7,500: \$20.40 rising	2,001 to 2,500: \$11.75	4 steps to \$23.32	2,001 to 2,500: \$16.08
4 steps to \$20.90	2,501 to 3,000: \$11.85	B-7 second asst. manager/	2,501 to 3,000: \$16.30
B-4 pharmacy assistants	3,001 to 3,500: \$11.95	produce manager Extra Foods	3,001 to 3,500: \$16.52
0 to 520: \$14.50	3,501 to 4,000: \$12.05	0 to 500: \$16.10	3,501 to 4,000: \$16.99
521 to 1,040: \$14.75	4,001 to 4,500: \$12.15	501 to 1,000: \$16.40	4,001 to 4,500: \$17.46
1,041 to 1,560: \$15	More than 4,500: \$12.85 rising	1,001 to 1,500: \$16.60	Over 4,500: \$21.79 rising
1,561 to 2,080: \$15.50	4 steps to \$13.35	1,501 to 2,000: \$16.80	4 steps to \$22.29

Editor's notes: *Training fund:* Employer will contribute to \$0.10 per hour into Manitoba Food and Commercial Workers, Local 832, Education and Training Trust Fund.

CONSUMER GOODS DISTRIBUTION

Core-Mark International

Calgary/Edmonton

(134 warehouse employees, drivers) and the United Food and Commercial Workers Canada Union, Local 401

Renewal agreement: Effective Sept. 1, 2018 to Aug. 30, 2021. Ratified on March 10, 2019. Signed on Sept. 1, 2018.

Shift premium: \$0.75 per hour shift for all hours worked between 3 p.m. and 8 a.m. as scheduled night-shift work. \$0.75 per hour for work between 3 p.m. to 8 a.m. \$0.75 per hour to shippers/receivers/dry room/loaders for all hours worked. \$1.25 per hour premium to employees assigned to freezer room. \$0.75 per hour to lead-person for all time appointed. \$0.65 per hour after 10 years of service

Paid holidays: 11 days.

Vacations with pay: 1 day per month, maximum 10 days, or 4% to start, 2 weeks or 4% after 1 year, 3 weeks or 6% after 8 years, 4 weeks or 8% after 16 years, 5 weeks or 10% after 16 years. All employees hired prior to March 10, 2019, who have completed 13 years of service, will receive \$200 vacation bonus per year upon commencement of first week of vacation. All employees with 10 years of seniority will receive 1 additional paid holiday. All employees with 11 years of seniority will receive 1 additional paid holiday (2 days maximum in each vacation year going forward).

Overtime: Time and one-half for first 3 hours after 8 hours per day, 5 days per week or 10 hours per day, 4 days per week. Double time after 3 hours of overtime or on Saturday, Sunday. Minimum 4 hours when employee is called in for shift of overtime.

Medical benefits: After probationary period is done, employer pays 100% of premiums for coverage for employees of basic health insurance, extended health plan, dental plan, life insurance, accidental death and dismemberment, short-term disability insurance, vision-care insurance.

Sick leave: 10 hours (previously 8 hours) for 3 months of service, maximum 160 hours.

LTD: Employee pays 100% of premiums.

Pension: Employees may contribute maximum 10% to employer RRSP. Employer will match \$0.50 for each dollar contributed on first 6% contributed.

Bereavement leave: For death in immediate family, employee will be granted leave of absence, with pay, to attend funeral or to attend to other arrangements, at time of bereavement, with consideration given to travel time. Length of such absence

will be mutually agreed to (father, mother, legal dependant, sister, brother, spouse (including same-sex, common-law), child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, stepfather, stepmother).

Seniority – recall rights: 6 months.

Probationary period: 65 days worked or 6 months continuous service, whichever comes first.

Discipline: Sunset clause is 18 months; 24 months for reprimands of serious nature (relating to serious misconduct or workplace violence).

Safety shoes: \$160 per year for CSA-approved safety boots (any unused funds left from purchase of safety boots may be used to purchase additional safety equipment).

Uniforms/clothing: Employer will provide, without cost to employee, all needed wearing apparel.

Sample rates of hourly pay (current, after \$1-per-hour increase):

Warehouse
12 months: \$22.99 rising 3 steps to \$23.99
36 months: \$26.95 rising 3 steps to \$27.95
Tier 2 (employees hired after June 22, 2009)

Start: \$21.15 rising 3 steps to \$22.15
3 months: \$21.55 rising 3 steps to \$22.55
12 months: \$22.05 rising 3 steps to \$23.05
24 months: \$22.55 rising 3 steps to \$23.55
36 months: \$23.05 rising 3 steps to \$24.05
48 months: \$23.55 rising 3 steps to \$24.55
60 months: \$24.05 rising 3 steps to \$25.05
Part-time (employees hired after June 22, 2009)
Start: \$20.10 rising 3 steps to \$21.10
3 months: \$20.70 rising 3 steps to \$21.70
12 months: \$21.55 rising 3 steps to \$22.55
Class 1 drivers
Start: \$26.35 rising 3 steps to \$27.35
3 months: \$27.65 rising 3 steps to \$28.65
12 months: \$28 rising 3 steps to \$29
36 months: \$29 rising 3 steps to \$30
48 months: \$29.50 rising 3 steps to \$30.50
60 months: \$29.85 rising 3 steps to \$30.85
Class 3/5 drivers
Start: \$23.25 rising 3 steps to \$24.25



3 months: \$24.30 rising 3 steps to \$25.30
12 months: \$24.70 rising 3 steps to \$25.70

36 months: \$25.65 rising 3 steps to \$26.65
48 months: \$26.30 rising 3 steps to \$27.30

60 months: \$26.85 rising 3 steps to \$27.85
Signing bonus: All employees on payroll at March 10, 2019

will receive 1-time bonus of \$350 after taxes.

Editor's notes: *Licence suspensions:* Driver may apply for leave of absence for duration of suspension of licence or driver may be assigned non-driving work in warehouse. *Off-day meetings:* Minimum of 4 hours' pay at applicable rate when employee attends pre-scheduled meeting on day off. *Per diems:* Drivers away for 16 to 24 hours will be paid \$20 for dinner; away for 24 to 30 hours will be paid \$30 for dinner, breakfast; away for 30 to 36 hours will be paid \$45 for dinner, breakfast, lunch; away for 36 to 42 hours will be paid \$65 for dinner, breakfast, lunch, dinner (each per diem is paid out to each driver of team).

COACH MANUFACTURING

Motor Coach Industries

Winnipeg

(550 production employees) and the International Association of Machinists and Aerospace Workers (IAM), Local 1953

Renewal agreement: Effective Feb. 1, 2018 to Jan. 31, 2021. Signed on Feb. 1, 2018.

Shift premium: \$0.40 per hour for evening shift. \$0.75 per hour for evening shift. \$0.50 per hour when employee is appointed to act as team leader. \$0.10 per hour when employee is designated as forklift operator. \$0.05 per hour to employee for time worked in experimental department and special projects.

Paid holidays: 10 days, plus Terry Fox Day, 3 Christmas holiday days between Boxing Day and New Year's Day. Employees may request to take birthday off within 1 year following date of birthday by providing not less than 1 week's notice (request will be granted and not unreasonably withheld subject to operational requirements).

Vacations with pay: Employees hired prior to March 22, 2002: Pro-rated, maximum 10 days or 4% to start, 10 days or 4% after 1 year, 15 days or 6% after 3 years, 20 days or 8% after 8 years, 25 days or 10% after 15 years, 30 days or 12% after 25 years, 35 days or 14% after 35 years. Employees hired after March 22, 2002: Pro-rated, maximum 10 days or 4% to start, 10 days or 4% after 1 year, 15 days or 6% after 5 years, 20 days or 8% after 15 years, 25 days or 10% after 25 years.

Overtime: Time and one-half for all work after number of

hours for which employee was scheduled for that day and after 40 hours per week. Time and one-half for all work on general holiday, Saturday, Sunday, provided that days are not part of employee's current schedule.

Meal allowance: \$10 should notice not be given at least 1 day in advance and when overtime work extends beyond 2 hours.

Medical benefits: Employer pays 80% of premiums, employee pays 20%.

Dental: Employer pays 100% of premiums for coverage of \$1,625 (previously \$1,575). Effective Feb. 1, 2020: \$1,650. 80% coinsurance basis.

Vision: Coverage of \$375 per family member (previously \$350), once every 24 months (amount may include prescription eyewear, annual eye examinations).

Weekly indemnity: Employer pays 100% of premiums for coverage of 66 2/3% of weekly basic earnings, maximum 26 weeks. Additional 5 weeks' coverage after employee has exhausted initial 26 weeks plus coverage afforded under Employment Insurance benefits.

Sick leave: 1 day per year, provided employee has worked minimum 1,600 regular hours per year, maximum 3 days of accumulation.

Life insurance: Employer pays 100% of premiums for coverage of \$45,000.

Pension: Employees hired prior to March 22, 2002 are required to contribute 4% of earnings to existing pension plan. Employer will contribute 5.5% of earnings (previously 5%) for employees with less than 25 years of service. Employer will contribute 6.5% of earnings (previously 6%) for employees with less than 25 years of service. Employees hired after March 22, 2002 will be required to contribute 3% of earnings to existing pension plan; employer will also contribute 3% of earnings. Employer will contribute 7% of earnings for employees with 40 years of service.

Bereavement leave: 4 days for death of mother, father, spouse, common-law spouse, children, foster-children, brother, sister. 1 day for death of grandmother-in-law, grandfather-in-law.

Seniority – recall rights: 3 years for permanent employee on layoff.

Probationary period: 1,000 hours in 12-consecutive month period.

Discipline: Sunset clause is 12 months in which at least 1,600 regular hours must have been worked (employee not completing 1,600 hours within 12-month period will have period extended until 1,600 hours have been worked).

Safety shoes: \$125 (previously \$95) for safety boots once within 12-month period. Employees who normally work outside

during winter months may purchase 1 pair of winter safety boots, in addition to above.

Uniforms/clothing: Employer will provide face shields, painter's masks/respirators, welder's leather aprons/welder's leather jacket, welder's sleeves, welder's gloves, disposable coveralls, work gloves, chaps/spats, fall-protection harnesses, hearing protection or custom hearing protection (if prescribed by audiologist), welder's speed glass helmets (over life of collective agreement). Employer will provide suitable safety glasses at no cost. Safety glasses lost or broken negligently will be replaced at employee's cost. Safety glasses rendered useless in preventing an accident will be replaced at no cost to employee.

Sample rates of hourly pay (current, after increase):

Rate A (coach assembly associate, parts/materials associate)
Post rat 2018: \$17.86
Post rat 2002 (1): \$19.11 rising 2 steps to \$21.71
Pre rat 2002: \$28.14 rising 2 steps to \$29.74
Rate B (paint systems associate, primary mfg associate, welding associate, coach tech associate, maintenance systems associate, tooling and fixtures associate)
Post rat 2018: \$23.26
Post rat 2002 (1): \$24.51 rising 2 steps to \$27.11
Pre rat 2002: \$28.94 rising 2 steps to \$30.54

Editor's notes: *Safety glasses:* Every 2 years, employer will pay, to employees who are required to wear prescription glasses, cost of prescription safety glasses when purchased in accordance with employer's prescription safety eyewear program. *Longevity premium:* Employer will pay for years of service: \$0.05 per hour after 5 years of service; \$0.10 per hour after 10 years of service; \$0.15 per hour after 15 years of service; \$0.30 per hour after 20 years of service; \$0.35 per hour after 25 years of service; \$0.50 per hour after 30 years of service.

Seniority not determinative factor in dismissal: employer

< Job cuts pg. 1

to have this handled in a private manner.”

As well, according to Henderson, Loitz had continually singled her out in the past and decreased her workload and number of hours worked.

Henderson hadn't received a negative review and she was the only warehouse employee to take courses to further her education so it was wrong of the employer to dismiss her, she testified.

The employer also posted a new employee to the warehouse, which “effectively added a permanent employee to Nisku through a back door, doing a job that I could have been doing. I believe this should be considered a breach of article 34 by management for my dismissal, and that I should be reinstated,” said Henderson in a note sent to the em-

ployer after her termination.

According to article 34, “if the company needs to reduce the workforce, it will invite employees from the job classes being reduced to volunteer for severance. The company will choose the employees to be terminated from the list of volunteers. If there are insufficient volunteers to meet the proposed reduction, the company may select additional employees to be terminated.”

However, Henderson was chosen for dismissal due to various reasons (for example, she had caused some friction with other employees and sometimes overreached her boundaries with customers), according to Loitz. And the new employee hired at the Nisku location was not in the warehouse department but in the transmission classification, she said.

Seniority was only one factor in

the decision but not the determinative one, said Loitz.

As well, Henderson was rude during the termination meeting and she swore at Loitz on the way out, said Loitz, which justified management's consensus to end her employment with ATCO.

Arbitrator D.P. Jones (backed by fellow board member Roger Hofer and dissented by Mark Wells) found the grievance was not valid and dismissed it.

“The union has not established that the employer's decision to terminate Henderson's position was being unreasonable, capricious or made in bad faith.”

The fact that Henderson had no negative job performance issues was not relevant, said Jones.

“While the employer could undoubtedly take performance into account in making a decision under article 34, [Henderson's]

reference to her satisfactory performance appraisals cannot be determinative in light of Loitz's evidence that she did not look at the performance appraisals of any of the 11 warehousemen because there was no question that they were all satisfactory (because an unsatisfactory performance appraisal would have come to her attention).”

And the contention by Henderson that Loitz beleaguered her during her employment was rejected by Jones.

“Although [Henderson] perceived that she was targeted by Jean Loitz, both in her remarks at the termination meeting and in her evidence at the arbitration hearing, there is no evidence of any prior difficulty in the relationship between the two of them that would substantiate such a perception.”

Reference: ATCO Electric and Canadian Energy Workers' Association. D.P. Jones — arbitrator. Dan Bokenfohr for the employer. Paulette DeKelter for the employee. Aug. 21, 2019. 2019 CarswellAlta 1934

No language restricting which company does what job

< Contractors pg. 1

the work wasn't progressing well enough, so it changed the sub-contractor to the Lancaster Group of Companies, which had a collective agreement on the same site but with the Sheet Metal Workers union.

“I have heard a rumour about fire-stop work; can you confirm or deny that Aecon has taken the fire-stop away from Kaefar, and awarded it to Lancaster,” wrote Chuck Rudder, business manager for HFIW, to Myles Bellefontaine, project manager for Kaefar.

“They have taken it away from us but who is doing the work I will have to follow up on. Considering we can't keep up to our current work fronts, I didn't make a great fuss about it,” replied Bellefontaine.

On Feb. 13, the union grieved the employer's decision and requested “to be made whole, as if

the work was performed by workers of Local 119,” according to the grievance letter.

It argued that the work retracted from Kaefar fell under the relevant collective agreement but when it was transferred to Lancaster, the contract was breached as the new company's union was not the “sole collective bargaining agent for all employees falling within the jurisdiction of the union,” that was referred to in article 3 of the deal that ran from June 28, 2015 to April 30, 2017.

Aecon had the right to assign any work to any contractor and there were no restrictions on this power in the collective agreement, said the company.

The job was Kaefar's to complete once it was assigned to it and fell under the one-job provision, said the HFIW, which meant that the entire work had to be completed by Kaefar.

However, arbitrator William Hood disagreed and dismissed

the grievance.

“Employers have the right to contract out work from members of the bargaining unit unless the right is prohibited or restricted by very specific language in the collective agreement. There is no language, let alone specific language, that prohibits or restricts management's right to contract out the fire-stopping work to be performed by a sub-contractor that is not signatory to the collective agreement where the work is performed by union members who are not members of the insulators union.”

“With respect, I do not find the above decisions persuasive or of much assistance in determining whether the fire-stopping work must be completed by a contractor signatory to the collective agreement, or work performed by its members because the work was initially performed by a sub-contractor under the terms of the collective agreement.”

The union's argument that once Kaefar began a job, it must complete it, was also rejected by the arbitrator.

“It would be an unreasonable interpretation to prevent the employer from its rights to assign the work to Lancaster merely because it let Kaefar and the members of the insulators' union in the front door to initially perform the work. I do not see this any differently than if the retraction of the work was initiated by Kaefar walking off the job site and refusing or unable to continue performing the fire-stopping work. It would not seem reasonable if the fire-stopping work could be initially awarded to Lancaster or some other contractor to a different trade union, or no union, that — absent clear and explicit language in the collective agreement — the employer would be precluded from awarding the work that remained like it could have initially,” said Hood.

Reference: Aecon Construction Group and International Association of Heat and Frost Insulators and Allied Workers, Local 119. William Hood — arbitrator. Larry Seiferling for the employer. Crystal Norbeck for the employee. Sept. 6, 2019. 2019 CarswellSask 456

UNEMPLOYMENT RATE — 5.7 PER CENT, AUGUST 2019

	Labour force (000s)	Employment (000s)	Unemployment (000s)	Unemployment rate (%)	Change from previous month (%)
Newfoundland and Labrador	258.8	224.9	33.9	13.1	up 0.3
Prince Edward Island	86.1	78.4	7.7	8.9	up 0.5
Nova Scotia	503.5	463.7	39.8	7.4	up 0.5
New Brunswick	390.9	357.3	33.6	8.6	up 0.1
Quebec	4,579.7	4,366	213.8	4.7	down 0.2
Ontario	7,923.8	7,478.1	445.7	5.6	down 0.1
Manitoba	693.2	654.7	38.6	5.6	down 0.2
Saskatchewan	613.6	582.5	31	5.1	down 0.3
Alberta	2,526.9	2,344.3	182.6	7.2	up 0.2
British Columbia	2,695.1	2,561.6	133.5	5	up 0.6
All Canada					
Age 15 to 24	2,867.7	2,537.3	330.5	11.5	up 0.1
25 to 54	13,004.8	12,389.1	615.7	4.7	unchanged
55+	4,399.1	4,185.1	214	4.9	unchanged
25+, men	9,231.3	8,761.8	469.6	5.1	unchanged
25+, women	8,172.5	7,812.4	360.1	4.4	unchanged
Total	20,271.6	19,111.5	1,160.1	5.7	unchanged

CONSUMER PRICE INDEX — 1.9 PER CENT, AUGUST 2019

	(1992=100) 2017	(1992=100) 2018	(2002=100) 2018	(2002=100) 2019
January	154.1	156.8	131.7	133.6
February	154.4	157.7	132.5	134.5
March	154.7	158.2	132.9	135.4
April	155.2	158.6	132.8	136
May	155.3	158.8	133.4	136.6
June	155.2	159	133.6	136.3
July	155.3	159.9	134.3	137
August	155.4	159.8	134.2	136.8
September	155.6	159.1		
October	155.8	159.6		
November	156.3	158.9		
December	155.7	158.8		
Annual Average	158.8	Terminated by Statistics Canada	131.7	133.6
Average Annual Increase	Terminated by Statistics Canada		2.3%	
August 2018 to August 2019	Terminated by Statistics Canada		1.9%	
August 2019 (1986=100)	Terminated by Statistics Canada		208.5	
August 2019 (1981=100)	Terminated by Statistics Canada		276.4	
August 2019 (1971=100)	Terminated by Statistics Canada		654.5	

CONSUMER PRICE INDEX — PROVINCES, AUGUST 2019

	August 2019 (2002=100)	% change from July 2019
Newfoundland and Labrador	139.9	0.1
Prince Edward Island	138.8	0.5
Nova Scotia	138.4	0.1
New Brunswick	137.4	0.2
Quebec	132.4	0.2
Ontario	138.5	0.2
Manitoba	137.3	0.1
Saskatchewan	140.2	0.4
Alberta	143.4	0.1
British Columbia	132.2	0.2

Data retrieved from Statistics Canada

