

**COLLECTIVE AGREEMENT**

**BETWEEN**

**ALSCO CANADA CORPORATION**

**AND THE**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 401**

**EXPIRES \*\*\*, 20\*\***

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The Employer reserves the right to add, delete, and amend proposals during collective bargaining. Errors & Omissions Excepted.

COLLECTIVE AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2022.

**BETWEEN:**

**ALSCO CANADA CORPORATION**, a body corporate incorporated under the laws of Canada, operating in the Cities of Edmonton, Red Deer, and Grand Prairie, in the Province of Alberta, hereinafter referred to as the Company

(hereinafter referred to as the  
“Employer” or the “Company”)

**AND:**

**UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL, 401**  
hereinafter referred to as the Union

(hereinafter referred to as the  
“Union”)

(each a “Party” and collectively, “the Parties”)

**ARTICLE 1 - PURPOSE**

- 1.01 It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union in promoting the utmost cooperation and between the Company and its employees, to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable adjustment of grievances in order that there will be no impeding of work, work stoppages or strikes, or other interferences with the Company’s operations or their facilities during the life of this Agreement.
- 1.02 It is agreed that this Agreement is the only Agreement between the Employer and its employees and that it supersedes any arrangements made or terms and conditions applicable to employees before the signing of this Agreement. It is further agreed that the terms and conditions outlined herein are minimums.
- 1.03 It is also the intent and purpose of this Agreement, in recognizing a common interest between the Company and the Union, to provide for the efficient operation of the Company, with full regard to economy of operation and the quality and quantity of work performance.
- 1.04 The Company agrees not to enter into any agreement or contract with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement or any applicable statute of the Province of

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Alberta or Dominion of Canada. Any such agreement will be null and void.

1.05 To these ends, this Agreement is signed in good faith by the two parties.

## **ARTICLE 2 – TERM OF THE AGREEMENT**

- 2.01 This Agreement shall be in force and effect from the date of the ratification up to and including \_\_\_\_\_, **2022** and from year to year thereafter.
- 2.02 Either Party may, by written notice to the other Party of not more than one hundred and twenty (120) days but not less than sixty (60) calendar days prior to the expiration of this Collective Agreement, advise of their intention to commence collective bargaining.
- 2.03 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been ratified by both Parties or until the requirements of the *Alberta Labour Relations Code*, RSA 2000, C. L-1 have been met.
- 2.04 Any notice required to be given in this Collective Agreement shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed in the case of the Employer to \_\_\_\_\_ or designate of the Employer:

**[NTD: Insert Title and Address]**

and in the case of the Union to:

**[NTD: insert title and address]**

## **ARTICLE 3 - CLARIFICATION OF TERMS**

- 3.01 It is agreed that throughout this Agreement wherever the words “he” or “his” or “him” appear, it shall be construed as meaning any employee, male or female covered by this Collective Agreement.
- 3.02 It is agreed that wherever the words “employee” or “employees” appear, it shall refer to any person or persons covered by this Agreement.
- 3.03 Emergency – For the purpose of this Agreement, emergency shall be defined as any sudden or unusual occurrence or condition that could not, by the exercise of reasonable judgment, have been foreseen by the Company.

## **ARTICLE 4 – DEFINITIONS**

- 4.01 “Employee” means a person covered by this Collective Agreement and employed by the Company.

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[NTD: Insert any applicable definitions]

## **ARTICLE 5 - RECOGNITION**

- 5.01 The Company recognizes the Union as the sole collective bargaining agency for all Route Sales Representatives, Shuttle Drivers and Route Jumpers employed by the Company in Edmonton, Red Deer and Grand Prairie, Alberta in accordance with Certificate number \_\_\_\_ of the Alberta Labour Relations Board issued pursuant to the *Alberta Labour Relations Code, RSA 2000, c L-1*, as amended.
- 5.02 The Company agrees to meet and negotiate with Union Representatives on matters pertaining to rates of pay, hours of work and other terms and working conditions of the Employees covered by this Agreement.
- 5.03 (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof, which is covered by this Agreement, is sold, leased, transferred or taken over by sale, lease, transfer, assignment, receivership or bankruptcy proceedings, or another Limited Company is set up to perform any of the functions previously performed by the Company covered herein, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- (b) If at any time the Company intends to sell, transfer or lease the entire operation or any part thereof, the Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union, not later than the effective date of sale.

## **ARTICLE 6 - SCOPE**

- 6.01 This Agreement shall cover all Route Sales Representatives, Shuttle Drivers and Route Jumpers employed by Alsco Canada Corporation in its place of business located at 14630 - 123<sup>rd</sup> Avenue NW in the City of Edmonton, in the Province of Alberta; 7959 Edgar Industrial Drive in the City of Red Deer, in the Province of Alberta; and 11202 - 89<sup>th</sup> Avenue in the City of Grand Prairie, in the Province of Alberta.

## **ARTICLE 7 - UNION SECURITY**

- 7.01 Every Employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment and every new Employee whose employment commences hereafter shall, within thirty (30) days after the commencement of his employment, apply for and maintain membership in the Union and maintain membership in the Union as a condition of his employment provided that any Employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and maintain his membership in the Union shall, as a condition

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of his employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

- 7.02 On commencing employment, the Employee's immediate supervisor shall introduce the new Employee to his Union Steward or Representative. An officer of the Union shall be given the opportunity to meet with the new Employee within regular working hours without loss of pay for a maximum of fifteen (15) minutes during the first week of employment for the purpose of acquainting the new employee with the benefits and duties of the Union membership and his responsibilities and obligations to the Company and the Union.

#### **ARTICLE 8 - DUES CHECK-OFF**

- 8.01 Upon request in writing from any Employee, the Company shall deduct and pay in periodic payments, out of the wages due to such Employee to the person designated by the Union to receive the same, on or before the 20<sup>th</sup> day of each month, the Union dues, initiation fees and assessments uniformly required from all employees. Names of Employees hired, transferred, discharged, on compensation, on leave and all Employees who have left the employ of the Company of their own accord shall be submitted to the Union once each month.

#### **ARTICLE 9 - MANAGEMENT RIGHTS**

- 9.01 The Union recognizes that the Company shall have the sole and exclusive right, except as otherwise specifically limited by the express provisions of this Agreement, to determine all matters pertaining to the management of its affairs, and that the direction of Employees is fixed exclusively in the Company and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Company to:
- (a) Maintain order, discipline and efficiency;
  - (b) Organize and reorganize the work of Employees;
  - (c) Hire, appoint, discharge, promote, demote, classify, transfer, lay off, recall, suspend or otherwise discipline Employees;
  - (d) Make and enforce and alter from time to time rules and regulations to be observed by the Employees;
  - (e) Determine and change the operations of the Company; determine and change the locations where the Company's operations are carried on; determine and change the methods of carrying out the Company's operations; set reasonable standards for the performance of work; determine the work to be performed by Employees; and determine the time or times an Employee is to work; and
  - (f) Determine the nature and kind of operations conducted by the Company; the kind

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and location of equipment to be used; the extension, limitation, curtailment or cessation of operations; the right to sell, merge, consolidate or lease its operations or any part thereof; and to determine all other functions and prerogatives heretofore vested in and exercised by the Company which shall remain solely with the Company.

- 9.02 Failure of the Company exercise any of its management rights at any time shall not be considered to be an abandonment of such rights.

#### **ARTICLE 10 – STRIKES AND LOCKOUTS**

- 10.01 It is agreed during the life of this Agreement that neither Party to this Agreement shall cause a suspension of work, strike, picketing, slowdown or lockout.
- 10.02 The words “strike” and “lockout” shall be defined as in the *Alberta Labour Relations Code*, RSA 2000, c. L-1, as amended.
- 10.03 The Employer shall have the right to discharge or otherwise discipline Employees who take part in or instigate any strike, stoppage or slowdown.

#### **ARTICLE 11 – GRIEVANCE PROCEDURE**

- 11.01 (a) Any disagreement or difference of opinion between the Company, the Union or the Employees covered by this Agreement concerning the interpretation or application of the terms and provisions of this Agreement shall be considered a grievance. All grievances shall set out the matter complained of, the specific provisions of the Agreement allegedly violated, the remedy sought and must be signed by the grievor. It shall not be sufficient to allege a violation of the Agreement as a whole.
- (b) All grievances of Employees shall be submitted in writing and be taken up within seven (7) working days of their occurrence with the Employee’s Department Manager who shall render a written decision within five (5) working days to the Union.
- (c) If a satisfactory settlement cannot be reached under 11.03(b) of this Article, grievances shall be taken up within five (5) working days with the General Manager who shall render a decision in writing within five (5) working days to the Union.
- (d) It is understood and agreed that the Company has the right to file grievances with the Union. Such grievances shall be submitted, in writing, by the General Manager to the Union who shall reply in writing within five (5) working days.
- (e) Failing settlement under Step 2 of any grievance between the Parties arising from the interpretation, administration, or alleged violation of this Collective

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Agreement, including any question as to whether a matter is arbitral, may be taken to arbitration as hereinafter provided. If no written request to proceed to arbitration is received within a thirty (30) day period of time after the decision in Step 2 is given, the grievance shall be deemed to have been abandoned.

The written notice referring the grievance to arbitration in Article 11.02 (e) shall propose a suggested arbitrator. The recipient of the notice can either agree to the proposed arbitrator or proposed alternatives. Should the parties be unable to agree upon an arbitrator, the parties will apply to the Director of Mediation Services to have a single arbitrator appointed pursuant to the *Alberta Labour Relations Code*,

- (g) The arbitrator appointed shall hear and determine the matter and shall issue a decision which shall be final and binding upon the Parties and upon any Employee affected by it.
- (h) The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Collective Agreement, nor to alter, modify or amend any part of this Collective Agreement.
- (i) The Parties will each pay one-half of the remuneration and expenses of the arbitrator.
- (j) Any and all-time limits fixed by Article 11 for the taking of action by either Party may only be extended by mutual agreement of the Parties, which shall be confirmed in writing.
- (k) A decision of the arbitrator shall be final and binding upon the Parties. The arbitrator may not, by its decision, modify, waive, abridge, alter or extend any of the terms of the Agreement, and render a decision which is inconsistent with the terms of this Agreement, nor deal with any matter not covered by this Agreement. The arbitrator may interpret the provisions of this Agreement but shall not deal with any matter not set forth in the copy of the grievance referred to in 11.03(a) of this Article.

11.02 Meetings between the Parties concerning grievances of Employees shall be held during regular working hours, unless otherwise mutually agreed upon.

11.03 Time limits and procedures contained in this Article may only be extended by mutual agreement of the parties in writing.

## **ARTICLE 12 - HOURS OF WORK**

12.01 The Company retains the exclusive right to schedule hours of work of Employees and additional shifts as may be necessary to provide coverage for the determined hours of operation. Without limiting the generality of the foregoing, normal hours of work will be as follows:

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- (a) **Route Sales Representatives** - The normal workweek for Route Sales Representatives shall be five (5) days per week, Monday to Friday, and forty (40) hours per week averaged over a four (4) - week period.

Route Sale Representative Employees working a four (4) day workweek consisting of four (4) ten (10) hour days between Monday and Friday inclusive, must have Saturday and Sunday as their regular days off and a third day off as designated by the Company. Where the four (4) ten (10) hour shifts include Saturday and/or Sunday the four (4) shifts must run consecutively and the Employee shall have three (3) consecutive days off.

- 12.02 All Employees who are required to report for work on any day and do so report but for reasons of some breakdown or weather conditions are dismissed for the day shall receive not less than two (2) hours' pay at Basic Rate of Pay. The Employees shall perform such duties as the Company may require during that two (2) hour period.
- 12.03 It is understood and agreed that the provisions of this Article are only to provide a basis for calculating overtime compensation and should not be construed or interpreted as a weekly or daily guarantee or hours and/or days of work.
- 12.04 Notwithstanding Article 12.03, the Company agrees to guarantee to every full-time Employee a minimum of thirty-seven (37) hours' work per week or pay in lieu of work except in the case of breakdown, weather conditions, incidents beyond the Company's control, or while an Employee is absent from work at his own request, or as hereinafter provided.
- 12.05 Any Employee who fails to attend work without informing their manager for three days shall be deemed to have abandoned their position and will have their position terminated.
- 12.06 Any Employee who will not be attending work on their normal shift must contact their manager by phone at least two (2) hours before the start of their shift.

### **ARTICLE 13 - OVERTIME**

- 13.01 (a) Overtime pay at one and one-half (1 ½X) times an Employee's regular rate shall be paid for all hours worked in excess of eight (8) hours in any one day or forty-four (44) hours in a week, except as otherwise stated. Notwithstanding the above, overtime hours worked on a Sunday shall be paid at two times (2X) an Employee's regular rate. No employee will be permitted to work any overtime without receiving the appropriate overtime pay as set out above. No Employee will be permitted to work overtime without first getting approval from their manager or any manager at their location.
- (b) Notwithstanding Article 13.01(a) Route Sales Representatives shall receive the applicable overtime rates of pay for all hours worked over an average of forty-

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four (44) hours per week when averaged over a four (4) week period. There will be thirteen (13) such periods designated starting with the first two (2) pay periods of the calendar year. Route Sales Representatives will turn in weekly time sheets and any overtime hours worked must be justified by the Employee and authorized by the Company.

#### **ARTICLE 14 - STATUTORY HOLIDAYS**

14.01 The following days shall be observed as Statutory holidays:

|                 |               |                  |
|-----------------|---------------|------------------|
| New Year's Day  | Good Friday   | Victoria Day     |
| Canada Day      | Labour Day    | Thanksgiving Day |
| Remembrance Day | Christmas Day | Boxing Day       |
| Family Day      |               |                  |

and any other holiday when duly legislated by the Provincial Government as a Statutory Holiday. Any holiday falling on a weekend shall be observed on a day before or after the weekend as determined at the discretion of the Company.

14.02 Any Employee who works on any holiday as set out in Article 14.01 of this Article shall be paid, in addition to his statutory pay entitlements, an amount equal to one and one-half (1 ½X) times his regular rate for all hours worked.

14.03 When any holiday or holidays as set out in Article 14.01 fall in an Employee's workweek, the workweek shall be reduced: by four (4) hours or one-half (½) day if a one-half day holiday occurs; by eight (8) hours or one (1) day if a one-day holiday occurs; and by sixteen (16) hours or two (2) days if two holidays occur.

14.04 There will be no entitlement to pay for the statutory holiday from the Company in cases where the Employee is:

- (a) Being paid benefits under the *Workers' Compensation Act* for the week in which the Statutory Holiday is observed, or absent from work due to disability during the week in which the Statutory Holiday occurs, or
- (b) Is on approved leave of absence without pay for the week in which the Statutory Holiday occurs, or
- (c) Is absent from work without authorization, on either the working day immediately before or after the Statutory Holiday.

#### **ARTICLE 15 - ANNUAL VACATIONS**

15.01 The Company will grant all employees to whom this Agreement is applicable a vacation period. The vacation year for the purposes of this article will be January 1 to December

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15.02 The basis for payment of vacation pay and length of vacation will be as follows:

Length of Service at January 1 Vacation Entitlement:

Less than one (1) year: One (1) days' vacation with pay for each full calendar month of employment up to a maximum of ten (10) days with vacation pay of four percent (4%) of earnings in the previous calendar year.

One (1) year: Two (2) weeks

Five (5) years: Three (3) weeks

Ten (10) years plus: Four (4) weeks

15.03 Vacation pay shall be two percent (2%) of the Employee's earnings during the previous calendar year for each week of any vacation entitlement of two (2) weeks or more as per schedule in Article 15.02 herein.

15.04 Any Employee who was prevented from taking his vacation during the vacation year due to illness or accident and who will not return to work by the end of the vacation year shall, upon his giving the Company thirty (30) days written notice if possible, receive his vacation pay not later than June 30, on a separate cheque.

15.05 Vacation pay shall be calculated on T-4 earnings but excluding taxable benefits for the prior calendar year.

15.06 Vacations due in any year must be taken in the vacation year and, based upon their seniority, Employees shall have the right to take one (1) week or two (2) weeks of their vacation at one time, within the vacation year except as otherwise provided in this Agreement. A maximum of two (2) Employees will be allowed to take vacation at the same time during the 13-week period prior to Labour Day. No more than one (1) Employee will be allowed to take vacation after Labour Day.

15.07 All submissions for vacation shall be made in writing on forms supplied by the Company starting November 1. These applications will be processed and approved subject to seniority and operational requirements and will be posted by December 15. Submissions received after November 30 must be made in writing at least one (1) month in advance of vacation and approvals granted within three (3) days of request, in writing, subject to operational requirements. A holiday booking schedule will be posted at all times by department. No seniority rights shall apply after November 30 in the choosing of vacation time.

15.08 In the event of a conflict arising between two (2) or more Employees as to when they take their vacation, the most senior employee shall have the preference subject to Article 15.07.

15.09 Vacation shall normally be taken in full week blocks. A "full week block" is a seven (7)

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day period that begins with the first day of the Employee's weekly schedule. Full week vacation requests shall take precedence over single day requests.

#### **ARTICLE 16 - REST PERIODS AND LUNCH BREAKS**

- 16.01 All Employees shall be given, approximately midway during the first half and approximately midway during the second half of each eight (8) hour shift, a fifteen (15) minute rest period without deduction of pay.
- 16.02 All employees shall be entitled to a one-half (½) hour unpaid lunch break approximately midway during their shift.

#### **ARTICLE 17 – PROBATIONARY PERIOD**

- 17.01 New Employees shall be on probation for a continuous period of employment consisting one hundred and twenty (120) days' worked during which time they may be dismissed without reference to seniority. The termination of a probationary Employee shall be deemed to be for just cause and shall not be the subject of a grievance under this Agreement.

#### **ARTICLE 18 - SENIORITY**

- 18.01 After successful completion of the probationary period in accordance with Article 17, seniority shall then be established from the date an employee first permanently entered the service of the Company. It is agreed that seniority shall be based on continuous service with the Company.
- 18.02 The Company shall prepare a seniority list of all employees in January and June of each year showing seniority date and classification. The list shall be posted in places accessible to all employees and a copy shall be forwarded to the Union. The Union shall report any errors in the seniority list shall be reported in writing to the Company within fifteen (15) days from the date of posting. Any errors identified by the Union in the seniority list shall be corrected and a new seniority list shall be posted.
- 18.03 If an Employee is on an approved unpaid leave of absence in excess of thirty (30) days, he shall retain his accrued seniority but shall not accumulate additional seniority while on such leave.
- 18.04 Seniority shall be forfeited:
- (a) by termination of employment;
  - (b) by an employee failing to report for work on recall after layoff within five (5)

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working days;

- (c) by voluntarily leaving the service of the Company;
- (d) if an employee is laid off for more than twelve (12) months;
- (e) if an employee is absent from work due to accident or sickness for a period exceeding twenty-four (24) months; or
- (f) by an employee being employed in an out-of-scope position for a period in excess of six (6) months.

18.05 If an employee is transferred or promoted to a position outside of the bargaining unit, he shall retain his accumulated seniority and a right to return to his former position for a maximum of three (3) months while on probation in the new position. If the employee is outside of the bargaining unit longer than the above mentioned three (3) months and is subsequently rehired to the bargaining unit, his seniority shall commence effective the first day he is returned to the bargaining unit.

#### **ARTICLE 19 - LAYOFFS AND RECALLS**

19.01 In the event of a layoff, senior Employees shall be retained, provided that they have the required and sufficient qualifications and ability to perform the work to be done. Any Employee laid off shall be returned to work in order of seniority, provided that they have the required and sufficient qualifications and ability to perform the work being resumed. A layoff shall be defined as a period of more than six (6) consecutive calendar days during which no work is available for the employee.

19.02 When the Company wishes to recall an employee who has been laid off, they shall notify such Employee by Registered Letter addressed to the Employee's last known address and shall notify the Union of this action. The Employee shall have forty-eight (48) hours after being notified by the Company to advise the Company of his intention to return to work and must do so within five (5) days of having informed the Company. The Company may telephone an employee but if the employee cannot be reached personally, the Registered Letter must be sent.

19.03 When layoffs of Employees are to be made, the Company shall determine what jobs are to be left vacant or abolished and the number of Employees to be laid off.

#### **ARTICLE 20 - PROMOTIONS AND VACANCIES**

20.01 Any full-time vacancies or any new full-time positions created within the Bargaining Unit during the life of this Agreement shall be posted.

20.02 The posting shall remain open for five (5) working days to allow Employees to make written application for any such vacancies or new positions.

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20.03 All such vacancies or new positions shall be filled on the basis of qualifications and ability to perform the duties of the position in an efficient manner. When the position is to be filled, the Union shall be notified of the name of the successful applicant within ten (10) days of the appointment being made.

20.04 All Employees filling a new position or vacancy shall be on trial period in the new position for a period of one hundred and twenty (120) days' worked. If such Employee does not perform the duties satisfactorily during such time, he shall be reverted by the Company to his former position at his former rate of pay without loss of seniority.

## **ARTICLE 21 - LEAVE OF ABSENCE**

### 21.01 Union Leave

- (a) Upon giving the Company at least seven (7) days' notice in writing, a maximum of one (1) Employee, elected or selected as a delegate to attend business meetings in connection with the affairs of the Union shall be granted leave of absence without pay for a period not exceeding seven (7) days and without loss of seniority or any other rights enjoyed by such employee.
- (b) Insofar as operational efficiency will permit, not more than one (1) Employee who is elected or selected to do Union work may, upon request and upon giving the Company not less than thirty (30) days' notice, be granted up to six (6) months' leave of absence in any one year without pay and, upon return to work without loss of seniority or any other rights enjoyed by such Employee prior to such leave of absence.
- (c) The Company agrees to pay lost straight-time wages for Collective Bargaining negotiations for up to two (2) Employees up to an aggregate total of forty (40) hours' pay for any contract renewal.
- (d) Subject to any other provision of this Agreement, an Employee will receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Company for all pay and benefits during the period of absence.

### 21.02 General Leaves of Absence:

- (a) An Employee may request a leave of absence through a written application stating the requested date for commencement of the leave and the date of return to work. The Company may grant the requested leave of absence without pay and will advise the Employee of the decision in writing. Seniority shall not accumulate during the period of such leave of absence.
- (b) Employees on a General Leave of Absence shall not engage in any gainful

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employment with another employer. Any Employee who engages in such employment shall be terminated immediately.

- (c) Employees shall first exhaust any of their vacation banked time prior to any unpaid leave of absence.

#### 21.04 Statutory Leaves of Absences

- (a) Bereavement Leave: In the event of a death of an employee's parents, legal guardian, grandparents, children, grandchildren, sister, brother, spouse, step-parents, mother-in-law, father-in-law, sister-in-law, brother-in-law, spouse's grandparents, step-son or step-daughter, the Employee will be granted up to five (5) working days with pay to attend the funeral.

If the Employee is not attending the funeral, he shall be granted a minimum of two (2) working days with pay. An additional three (3) working days with pay may be granted at the Department Manager's discretion.

In the event that an employee is on vacation and there is a death in his immediate family, access shall be given to the appropriate bereavement leave and affected vacation shall be rescheduled with pay at a mutually agreed date.

- (b) Maternity Leave: **[The Employer reserves the right to make proposals on this Article at a later Date under Monetary Items]**
- (c) Parental Leave: **[The Employer reserves the right to make proposals on this Article at a later date under Monetary Items]**
- (d) Jury or Witness Duty: **[The Employer reserves the right to make proposals on this Article at a later date under Monetary Items]**
- (e) Compassionate Leave: **[The Employer reserves the right to make proposals on this Article at a later date under Monetary Items]**
- (f) Personal and Family Responsibility Leave: **[The Employer reserves the right to make proposals on this Article at a later date under Monetary Items]**
- (g) Death or Disappearance of a Child Leave: **[The Employer reserves the right to make proposals on this Article at a later date under Monetary Items]**
- (h) Domestic Violence Leave: **[The Employer reserves the right to make proposals on this Article at a later date under Monetary Items]**
- (i) Citizenship Ceremony Leave: **[The Employer reserves the right to make proposals on this Article at a later date under Monetary Items]**

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- (j) Reservist Leave: **[The Employer reserves the right to make proposals on this Article at a later date under Monetary Items]**
- (k) Critical Illness Leave: **[The Employer reserves the right to make proposals on this Article at a later date under Monetary Items]**

## **ARTICLE 22 – SICK LEAVE**

[The Employer reserves the right to make proposals on Sick Leave at a later date under Monetary Items]

## **ARTICLE 23 – UNION REPRESENTATION**

- 23.01 The representative of the Union must make arrangements with the Manager of the Company or his designated representative to visit the plant of the Company, such access shall not be unreasonably denied.
- 23.02 The Union shall appoint or elect shop stewards (One (1) at each location) and shall notify the Company in writing of such appointment or election. The Company shall recognize shop stewards and shall not discriminate against them for lawful union activity.
- 23.03 The Union shall advise the Company in writing of the names of the Stewards, who shall be Employees who have completed their probationary period, at the time of signing of the Agreement and within five (5) days of any change of Employees selected to so act during the term of the Agreement.
- 23.04 The Company will distribute to new Employees appropriate written information provided by the Union as to the Benefits and Dues of union membership.
- 23.05 Shop Stewards shall be permitted to take up grievances during working hours without loss of pay for no more than one (1) hour per week. In any meeting with the Company on Union business, including the renewal of this Agreement with the Company, the Shop Steward will not suffer loss of wages and will be paid applicable rates per Collective Agreement by the Company.
- 23.06 Alternate Stewards.

The Company agrees to recognize any Employees, selected by the Union Stewards, to act as alternate Stewards to assist in the presentation of any proper grievances that may arise, in the event that the Steward is absent from work. The Company will be advised in writing of the names of any Alternate Stewards once they are selected.

- 23.07 If the Company discharges the Shop Steward, the Union shall be advised prior to such discharge and he shall have the right to representation from his or her Union Business

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Representative.

**ARTICLE 24 – WAGES**

24.01 The Basic Rates of Pay as set out in Schedule “\_\_\_” shall be applicable to all Employees covered by this Collective Agreement.

**[NTD: The Employer reserves the right to make proposals on this Article at a later date under Monetary Items]**

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