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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.
- 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.
- 1.03 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 Alberta or Dominion of Canada. Any such agreement will be null and void.
- 1.04 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 November 30, 2025 and from year to year thereafter unless either party, not less than sixty (60) days or more than one hundred and twenty (120) days before the expiry date of this Agreement, gives notice in writing to the other party of their intention to commence collective bargaining.
- 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, emailed, 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 – Strikes and Lockouts

- 4.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement.
- 4.02 The words “strike” and “lockout” shall be defined as in the Alberta Labour Relations Code, RSA 2000, c. L-1, as amended.
- 4.03 In the event of a breach of a violation of this Article, the Union, upon being informed thereof by the Employer, shall immediately notify the employees it represents that such conduct and/or other work interferences is unauthorized and in violation of this Agreement, and direct those involved to immediately resume work. Further, upon being notified of any conduct or acts on the part of any of the employees it represents in violation of this Article, the Union shall take immediate positive action to cause such conduct to be ceased.

Article 5 – Definitions

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

Article 6 – Recognition

- 6.01 The Company recognizes the Union as the sole collective bargaining agency for all Drivers working in and out of Edmonton, Grand Prairie and Red Deer, Alberta in accordance with Certificate number C1997-2022 of the Alberta Labour Relations Board issued pursuant to the *Alberta Labour Relations Code, RSA 2000, c L-1*, as amended. For greater clarity, Drivers shall mean Route Sales Representatives, Shuttle Drivers, and Route Utility Drivers and shall not include persons who are agreed between the Parties to be excluded from the bargaining unit or who have been determined by the Labour Relations Board to be excluded from this Agreement under the provisions of the Labour Relations Code.
- 6.02 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.
- 6.03 (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.
- 6.04 The Employer will supply a report to the Union containing the following information on a mutually agreed data processing medium following the close of the Employer's four (4) or five (5) week accounting period:
- a) full name;
 - b) employee number;
 - c) social insurance number;
 - d) date of birth;
 - e) date of hire;
 - f) home address (including City and Postal Code);
 - g) phone number;
 - h) current rate of pay; and
 - i) hours worked in the period.

Article 7 – Scope

7.01 This Agreement shall apply to all Route Sales Representatives, Shuttle Drivers and Route Utility Drivers employed by the Company at its place of business located at 14630 - 123rd 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 - 89th Avenue in the City of Grand Prairie, in the Province of Alberta, except those in a supervisory capacity, those in a confidential capacity with a knowledge of Labour relations, office staff, management trainees, persons who are agreed between the Parties to be excluded from the bargaining unit or who have been determined by the Labour Relations Board to be excluded from this Agreement under the provisions of the Labour Relations Code.

Article 8 – Legislated Minimums

8.01 The Employer agrees to abide by all legislation that applies to the workplace. At a minimum, unless excluded or exempted by statute or otherwise agreed to in this Collective Agreement, employees shall have all the rights and entitlements provided under all legislation applicable to the workplace, including without limitation, the following:

- Alberta Employment Standards Code;
- Alberta Labour Relations Code;
- Alberta Human Rights Act;
- Occupational Health and Safety (OHS) Act; and
- Workers' Compensation Act.

The provisions of all applicable workplace legislation, including any legislated improvements for employees, shall be deemed incorporated into and shall be enforceable under this Collective Agreement, unless excluded or exempted by statute or otherwise agreed to in this Collective Agreement.

Article 9 – Deemed Fairness Provision

9.01 In administering this Agreement, the Employer and the Union shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

Article 10 – Non-Discrimination

- 10.01 The Employer will not discriminate in its hiring and employment practices against persons, in accordance with the *Alberta Human Rights Act*, as amended and to include union membership and activity in the Union.
- 10.02 The Union will not discriminate in its practices against persons, in accordance with the *Alberta Human Rights Act*, as amended.

Article 11 – Management Rights

- 11.01 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. Determines the appropriate location of its place or places of business, the number of employees to be employed, and the work to be performed at all such locations;
 - c. Organize and reorganize the work of Employees;
 - d. Direct the working force and to create new classifications and work units and to determine the number of employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
 - e. Hire, appoint, discharge, promote, demote, classify, transfer, lay off, recall, suspend or otherwise discipline Employees;
 - f. Discharge employees for just cause;
 - g. Make and enforce and alter from time to time rules and regulations to be observed by the Employees, which are not in conflict with any provisions of this Agreement;
 - h. 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
 - i. Determine the nature and kind of operations conducted by the Company; the kind 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.
 - j. In the event that the Union claims the Company has exercised its rights in a discriminatory, arbitrary, or unjust manner, then such claim shall be

considered a grievance and shall be dealt with in accordance with the terms of the Grievance Procedure as contained in this Agreement.

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

11.03 An employee shall lose their seniority and their employment shall be at an end, if they:

- a. retire;
- b. resign;
- c. fail to return to work at the expiration of an authorized leave;
- d. fail to respond to a recall notice within the time required under this Agreement;
- e. are discharged for just cause; or
- f. fail to report to work for five (5) consecutive shifts without providing the Employer with a reasonable explanation for the absence. For greater clarity, if the Employee fails to report to work for less than five (5) consecutive shifts without providing the Employer with a reasonable explanation for the absence, the Employee shall continue to be subject to progressive discipline, up to and including termination for just cause.

Article 12 – Union Representation

12.01 The representative of the Union must provide at least 24 hours advanced notice and must make arrangement with the General Manager of the Company or the General Manager's designated representative to visit the plant of the Company. Such access shall not be unreasonably denied.

12.02 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.

12.03 The Union shall advise the Company in writing of the names of the Stewards, of any change of Employees selected to so act during the term of the Agreement.

12.04 The Company will distribute to new Employees appropriate written information provided by the Union as to the Benefits and Dues of union membership.

12.05 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, unless additional time

is required and approved by the Company in advance. 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, provided that the time that is taken is approved by the Company in advance.

12.06 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.

12.07 If the Company discharges the Shop Steward, the Union shall be advised prior to such discharge and the Employee shall have the right to representation from the Union Labour Relations Officer.

12.08 The Employer recognizes, as far as it is reasonably practical to do so, the following employee rights:

- (a) Full, fair, and due process with Union representation in all circumstances contemplated by this Agreement;
- (b) The right to a safe and healthy workplace;
- (c) Be compensated for all work required to be performed in accordance with this Agreement and at the direction of the Employer;
- (d) Be informed of all applicable workplace rights, obligations, policies, and rules;
- (e) To receive training that is reasonably required for the performance of the employee's job duties;
- (f) Participation in lawful Union activity;
- (g) All statutory rights and benefits.

Article 13 – Union Security

13.01 Every Employee who is now or hereafter becomes a member of the Union shall maintain their membership in the Union as a condition of their employment and every new Employee whose employment commences hereafter shall, within seven (7) days after the commencement of their employment, apply for and maintain membership in the Union.

Memorandum Note: It is understood that there may be circumstances from time to time, that may not allow the Employer to transmit the signed Union

membership card with in the first seven (7) day of employment. It is the intention of the Employer to send the signed Union membership card as soon as possible.

- 13.02 On commencing employment, the Employee's immediate supervisor shall introduce the new Employee to the Union Steward or Union Labour Relations Officer. The Union Steward or Union Labour Relations Officer 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 their responsibilities and obligations to the Company and the Union.
- 13.03 Union Stewards may be appointed or elected by the Union from time to time, and the Union will identify to the Employer its designated Union Stewards.
- 13.04 Employees of the Employer who are Union Stewards shall not suffer loss of regular straight time wages for time spent in Union-Management meetings, grievance meetings or for performing other Union Steward functions. Time spent performing the role of a Union Steward may not exceed more than one (1) hour per week, unless approved by the Company. The request for extensions will not be unreasonably denied.
- 13.05 The Union acknowledges that Union Stewards have regular duties to perform on behalf of the Employer and may not leave their regular duties without notifying their manager. Each Union Steward shall, with the consent of the manager, be permitted to leave their regular duties for a reasonable length of time, without loss of pay, to function as a Union Steward as provided in this Agreement. Such consent from the manager shall not be unreasonably withheld. When Union Steward or Union Labour Relation Officers are meeting with an employee(s) pertaining to Union business, it is expected that wherever possible such discussion shall take place during the employee's coffee or meal break. Where this is not possible, the employee must receive approval of their immediate supervisor who is not within the scope of the bargaining unit prior to leaving their regular duties.

Article 14 – Dues Check-Off

- 14.01 The Employer agrees to report on the T-4 slip of each affected employee, the respective amounts deducted on behalf of the Union. Should the Union need to implement a different system/administrative process for Union dues or fee deductions, the parties will agree to meet and resolve.
- 14.02 The Company agrees to deduct from the wages of each employee upon proper authorization from the employee affected such initiation fees, assessments and

Union dues as authorized by the Union. The parties agree to work together to resolve any challenges.

14.03 The Company shall remit once per month to the Union:

- (a) Monies deducted from the wages of its employees for Union initiation fees, dues, and assessments;
- (b) A statement showing each employee's name from whom deductions were made, and the amount of the deductions.

Commencing with the first week of employment, initiation fees shall be deducted.

The Company shall meet with the Union, when requested, to ensure that the Union dues, initiation fees and any other assessments are being deducted and remitted properly and correctly.

The Union will provide the required changes and the Company will apply them. If the Company has made errors or omissions, the Union shall inform the Company and the Company shall correct the error or omission within a reasonable period of time.

Article 15 – Investigation and Assessment

15.01 When a civilian, patron, client or customer makes an accusation against an Employee of any wrongful doing a full investigation will be done and no discipline toward the Employee will be made until the Employer has proof the Employee did wrong.

Article 16 – Grievance Procedure

16.01

- (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, and the remedy sought. It shall not be sufficient to allege a violation of the Agreement as a whole.
- (b) **Step 1**
All grievances of Employees shall be submitted in writing and be taken up within fifteen (15) working days of their occurrence or when the grievor ought to have known, with the Employee's Department Manager who shall render a written

decision within ten (10) working days to the Union. Time limits are mandatory and final but may be extended by mutual agreement with written confirmation.

(c) **Step 2**

If a satisfactory settlement cannot be reached under 11.03(b) of this Article, grievances shall be taken up within ten (10) working days with the General Manager who shall render a decision in writing within ten (10) working days to the Union.

(d) It is understood and agreed that the Company has the right to file grievances with the Union. All grievances of the Employer shall be submitted in writing and be taken up within fifteen (15) working days of their occurrence or when the grievor ought to have known, with the Union Labour Relations Officer or their Director, who shall render a written decision within ten (10) working days to the Company.

(e) **Step 3: Arbitration**

Failing settlement under Step 2 of any grievance between the Parties arising from the interpretation, administration, or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitral, may be taken to arbitration as hereinafter provided.

(f) The written notice referring the grievance to arbitration in Article 11.02 (e) must be submitted to the other party within sixty (60)-days after the decision in Step 2 is given and shall propose three suggested arbitrators. 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*. The single arbitrator shall be mutually agreed upon by the Union and the Employer.

(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) 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. 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.

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

Article 17 – Probationary Period

- 17.01 New Employees shall be on probation for a continuous period of employment consisting one Hundred and five 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 – Health and Safety

- 18.01 The Employer and the Union agree that all parties have an important role to play in ensuring working conditions which illustrate respect for health and safety, mental and physical well-being.

- 18.02 The parties recognize that the maintenance and development of the employee's general well-being constitute common objectives. Reasonable efforts shall be deployed to assess, control, mitigate and eliminate hazards to health and safety in work environment.

- 18.03 The Employer agrees that in all circumstances, Employees shall be treated with dignity, respect, and fairness.

Employees shall report and communicate all instances of civilian, patron, client or customer aggression, improper PPE, threats of violence or any other incident to their manager immediately.

- 18.04 An employee shall be entitled to refuse unsafe work in accordance with the process outlined in the *Occupational Health and Safety Act*.

- 18.05 No employee shall use their personal vehicle for any type of work.

Safety and Health Committee

- 18.06 A committee will be established to consider matters of occupational health and safety.

- 18.07 The committee shall meet at least monthly or more frequently if required by either party at a mutually acceptable hour and date.
- 18.08 The Safety and Health Committee will have two union representatives as members. The basic rate of pay for any lost time will be paid to such employees for time spent in attendance at a meeting of the committee.
- 18.09 An employee involved in an accident or illness as a result of work for the Employer must report such accident and/or illness immediately to the Employer.
- 18.10 In the event an employee is injured due to an event arising out of, and in the course of employment, if medically possible, the injured employee will fill out a notice of injury form, as soon as possible and the employee shall provide the completed form to the Employer management representative on site. A copy of the completed form shall be provided to the injured employee following the report of the incident. The notice of injury form will be in compliance with the *Workers Compensation Act*.
- 18.11 If the illness or injury is such that the employee cannot report for work on their next or subsequent shifts, they must notify the Employer prior to the start of the shift(s) indicating the necessity for and expected amount of time away from the workplace.
- Employees will participate in any facilitated return to work by providing updates on fitness for work as requested by the Employees. All parties understand the requirement to cooperate and fully participate in a return to work if modified work is available.
- 18.12 The Employer agrees to ensure an employee suffers no loss of regular pay during a the shift where they are injured and seek and obtain medical care.
- 18.13 The Employer recognizes the Union provides WCB assistance to its members and will not impede the Union in doing so.

Article 19 – No Working Short

- 19.01 The Employer will make every reasonable effort to replace employees who are away from work for any reason.

Article 20 – Coming in Early

- 20.01 Employees can enter the plant anytime before 6am to load their trucks or do any type of work upon prior approval of management and where a manager or their designate is also present.-

Memorandum Note: It is understood that trucks are not allowed to leave facility unit 6am.

Article 21 – Notice Boards

21.01 A suitable notice board shall be provided by the Company for the use of the Union to be located in the Service Department-

Article 22 – Joint Labour Management Committee

22.01 The Union and the Company have agreed that a formal process of communication would help everyone deal with changes and issues affecting the workplace. The Committee will be made up of Local Management, the Stewards and the Business Agent for United Food and Commercial Workers Canada Union, Local No. 401 (UFCW Local 401). The Committee shall meet on a quarterly basis.

Article 23 – Discipline

- 23.01 Any employee shall have the right to have a Union Stewart or Union Labour Relation Officer present at any meeting that the employee believes may be disciplinary in nature or in any other meeting with the Employer. The Employer shall notify the Union of the date, time, and place of such meetings and where possible the meetings shall be scheduled in advance in order for the Union Stewart or Union Labour Relation Officer to be present and will not be unreasonably delayed. It is understood that the Union can choose to attend by phone, virtually or in person.
- 23.02 Upon written request, an employee shall have the right to review their personnel file once a year.
- 23.03 A copy of all written disciplinary action shall be provided to the employee concerned. A copy shall be forwarded to the Union office.
- 23.04 Record of written Reprimands and suspensions shall not be used against the employee after a lapse of eighteen (18) months of continuous service in which the employee has had a clear disciplinary record.

Article 24 – Training and Employment Checks

- 24.01 When training, required meetings or workshops required to be completed cannot be completed during regularly scheduled work hours, an employee will be required to complete the training or workshop while the employee is not scheduled to work, during which time the employee will be at their current rate of pay.

Article 25 – Seniority

- 25.01 After successful completion of the probationary period in accordance with Article 35, seniority shall then be established from the date an employee first permanently entered the service of the Company.
- 25.02 Seniority for employees shall be defined as length of continuous service with the Company in the bargaining unit as a employee. Full-time employees are considered senior to part-time employees for all purposes of this Collective Bargaining Agreement. All employees shall be laid off and recalled by seniority within the bargaining unit.

Seniority List

- 25.03 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 a places accessible to all employees and a copy shall be forwarded to the Union. The Union shall report any errors in the seniority list in writing to the Company within fifteen (15) days of receipt of the Union. Any errors identified by the Union in the seniority list shall be corrected and a new seniority list shall be posted.
- 25.04 If an Employee is on an approved unpaid leave of absence in excess of thirty (30) days, they shall retain their accrued seniority but shall not accumulate additional seniority while on such leave.
- 25.05 Notwithstanding Article 36.01, if an employee is transferred or promoted to a position outside of the bargaining unit, the employee shall retain their accumulated seniority and a right to return to their former position for a maximum of three (3) months while on probation in the new position, providing they have the seniority to claim their old route. 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, their seniority shall be established effective the first day the employee is returned to the bargaining unit.

Article 26 – Layoffs and Recalls

26.01 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.

At the time of layoff, employees will verify the email and phone number they wish to use for notice of recall. Laid off employees have recall rights for two hundred and ten (210) days and their seniority shall accrue during this period.

26.02 When the Company wishes to recall an employee who has been laid off, they shall notify such Employee via email and phone call to the Employee's verified email and phone number and shall notify the Union of this action. The Employee shall have two (2) business days after being notified by the Company to advise the Company of their intention to return to work and must do so within five (5) days of having informed the Company. Failure to respond within two (2) business days will result in the next eligible employee being offered the recall. Failure to respond within seven (7) days will result in the ending of the Employee's recall rights and employment.

Article 27 – Promotions and Vacancies

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

27.02 The posting shall remain open for five (5) working days to allow Employees to make written application for any such vacancies or new positions. All such vacancies or new positions shall be filled on the basis of skill, ability, competency, qualifications and ability to perform the duties of the position in an efficient manner. Where these are equal as between two candidates, seniority shall be the governing factor in filling the position(s). 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.

27.03 All Employees filling a new position or vacancy shall be on trial period in the new position for a period of ninety (90) days' worked. If such Employee does not perform the duties satisfactorily during such time, they shall be reverted by the Company to their former position at their former rate of pay without loss of seniority.

Article 28 – Statutory Holidays

28.01 The following days shall be observed as Statutory holidays:

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

28.02 Any Employee who works on any holiday as set out in Article 53.01 of this Article shall be paid, in addition to their statutory pay entitlements, an amount equal to one and one-half (1 ½X) times their regular rate for all hours worked.

28.03 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 29 – Leave of Absence

29.01 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.

29.02 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.

29.03 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, stepparents, 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 for bereavement.

In the event that an employee is on vacation and there is a death in their 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:

An employee, upon their written request, will be granted maternity leave to become effective twenty (20) weeks immediately preceding the date of delivery or such shorter period as may be requested by the employee, provided that they commences maternity leave no later than the date of delivery.

- 29.04 Where the pregnancy of an employee interferes with the performance of the employee's duties before the estimated date of delivery, the Employer may request the employee begin leave early in accordance with the Alberta Employment Standards Code.
- 29.05 Maternity leave shall be without pay and benefits.
- 29.06 Maternity leave shall not exceed twenty (20) weeks however may be combined with parental leave entitlements below to provide for a total leave of absence which shall not exceed eighty- two (82) weeks.
- 29.07 A birth mother must take at least six (6) weeks leave after the birth of the child unless the Employer agrees to early resumption of employment and the employee provides proof satisfactory to the Employer that they are fit to resume work and will not endanger their health.
- 29.08 A parent upon their written request, be granted a leave of absence without pay and benefits for a period up to sixty-two (62) weeks for parenting duties following the birth or adoption of a child. For the birth mother, Parental Leave starts immediately following Maternity Leave.
- 29.09 An employee adopting a child must:
- Make written request for such leave at the time the application for adoption is approved and keeps the Employer advised of the status of the applications; and Provide the Employer with at least two (2) weeks' written notice that such leave is to commence or as much notice as reasonably possible in the circumstances.
- 29.10 An employee intending to take maternity leave and/or parental leave will provide at least two (2) weeks' written notice before starting leave, or as much notice as reasonably possible in the circumstances. An employee intending to take maternity leave and parental leave shall inform the Employer as to anticipated length the employee intends to take for maternity and/or parental leave.
- 29.11 An employee absent on Parental/Maternity/Adoptive Leave shall provide the Employer with two (2) weeks written notice of readiness to return to work, following which the Employer will reinstate the employee in the same step in the salary scale or provide the employee with alternate work of a comparable nature at no less than the same step in the salary scale and other benefits that accrued to the employee up to the date they commenced the leave.
- 29.12 Employee will have the option of maintaining their coverage under the Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave.

29.13 Employees who choose not to maintain their benefit coverage under the Employer benefit plan will have their benefits reinstated upon return to work, provided they are still eligible.

(a) Jury or Witness Duty:

All employees who have been called for jury duty, or who have been summoned or subpoenaed as a witness in any court, except for proceedings to which the employee is a party, shall be granted leave without pay for the duration of that duty. An employee who has been selected to be part of a jury or who has been summoned or subpoenaed as a witness must notify the Employer forthwith.

(b) Compassionate Leave:

Employees shall be entitled to up to twenty-seven (27) weeks' unpaid compassionate care leave for the purpose of providing care or support to a seriously ill family member.

(c) Personal and Family Responsibility Leave:

Employees shall be entitled to up to five (5) days of unpaid leave in a calendar year for the following purposes:

- a) the health of the employee; or
- b) the meeting of family responsibilities in relation to a family member.

(d) Death or Disappearance of a Child Leave:

An employee shall be entitled to an unpaid leave as follows:

a period of up to fifty-two (52) weeks if the employee is the parent of a child who has disappeared; or

a period of up to one-hundred-four (104) weeks if the employee is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime.

An employee is not entitled to death or disappearance of a child leave if they are charged with the crime that resulted in the death or disappearance of the child.

(e) Domestic Violence Leave:

For the purposes of this Article, domestic violence occurs when an employee, the employee's dependent child, or a protected adult who lives with the employee is subjected to any of the following acts or omissions by another person who:

- a) is or has been married to the employee, is or has been an adult interdependent partner of the employee or is residing or has resided together with the employee in an intimate relationship;
- b) is or has been in a dating relationship with the employee, regardless of whether they have lived together at any time;
- c) is the biological or adoptive parent of one or more children with the employee, regardless of their marital status or whether they have lived together at any time;
- d) is related to the employee by blood, marriage or adoption or by virtue of an adult interdependent relationship, regardless of whether they have lived together at any time; or resides with the employee and has care and custody over the employee pursuant to an order of a court.

29.14 The following acts and omissions constitute domestic violence for the purposes of this Article:

- a) any intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person;
- b) any act or threatened act that intimidates a person by creating a reasonable fear of property damage or injury to a person;
- c) conduct that reasonably, in all circumstances, constitutes psychological or emotional abuse;
- d) forced confinement;
- e) sexual contact of any kind that is coerced by force or threat of force;
- f) stalking.

An employee may take unpaid domestic violence leave, for up to ten (10) days, for one or more of the following purposes:

- a) to seek medical attention for the employee or the employee's dependent child or a protected adult in respect of a physical or psychological injury or disability caused by the domestic violence;
- b) to obtain services from a victim services organization;
- c) to obtain psychological or other professional counselling for the employee or the employee's dependent child or a protected adult;
- d) to relocate temporarily or permanently;
- e) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;

- f) any other purpose provided for in the Alberta Employment Standards Code.

An employee shall endeavour to provide as much notice as reasonably possible of the need for domestic violence leave and the estimated length of the leave.

- (i) Citizenship Ceremony Leave:

Employees shall be entitled up to a day of unpaid citizenship ceremony leave to attend a citizenship ceremony to receive a certificate of citizenship.

- (j) Reservist Leave:

Employees who are reservists are entitled to unpaid Reservist Leave for deployment and training in the Canadian Armed Forces as provided for in the Alberta Employment Standards Code.

- (k) Critical Illness Leave:

Employees shall be entitled to critical illness leave of up to thirty-six (36) weeks' unpaid leave to provide care or support to a child under the age of 18.

Article 30 – Annual Vacations

30.01 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 31.

30.02 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.

- (a) One (1) year: Two (2) weeks
- (b) Five (5) years: Three (3) weeks
- (c) Ten (10) years plus: Four (4) weeks

30.03 Vacation pay shall be a percentage 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.

- (a) One (1) year: Two (2) weeks = 4%
- (b) Five (5) years: Three (3) weeks =6%
- (c) Ten (10) years plus: Four (4) weeks =8%

- 30.04 Any Employee who was prevented from taking their 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 giving the Company thirty (30) days written notice if possible, receive their vacation pay not later than June 30, on a separate cheque.
- 30.05 Vacation pay shall be calculated on T-4 earnings but excluding taxable benefits for the prior calendar year.
- 30.06 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. From the period of Labour Day to November 30, no more than one (1) Employee will be allowed to take vacation in the seven calendar days preceding a statutory holiday. From the period of December 1 to the second Monday of January, no employees will be entitled to take vacation days.
- 30.07 All submissions for vacation shall be made in writing on forms supplied by the Company starting January 1st. These applications will be processed and approved subject to seniority and operational requirements and will be posted by February 15. Submissions received after February 15 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.
- 30.08 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.
- 30.09 Vacation shall normally be taken in full week blocks. A "full week block" is a seven (7) day period that begins with the first day of the Employee's weekly schedule. Article 46 – Rest Periods and Lunch Breaks

Article 31 – Rest Periods And Lunch Breaks

- 31.01 All Employees shall be given, approximately midway during the first half and approximately midway during the second half of each shift, a fifteen (15) minute rest period without deduction of pay.

- 31.02 All employees shall be entitled to a one-half (1/2) hour unpaid lunch break approximately midway during their shift.
- 31.03 All employees shall be entitled to an additional fifteen (15) minute rest period without deduction of pay when a shift extended past ten (10) hours.

Article 32 – Hours of Work

- 32.01 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:

Route Sales Representatives - The normal workweek for Route Sales Representatives shall be either:

- (a) four (4) days per week, Monday to Thursday or Tuesday to Friday and forty (40) hours per week averaged over a four (4) - week period. Saturday and Sunday will be time off; or
- (b) five (5) days per week, Monday to Friday, either (8) hours per day. Saturday and Sunday will be time-off,

exclusive of the one-half (1/2) hour unpaid lunch break.

- 32.02 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 three (3) hours' pay at Current of Pay. The Employees shall perform such duties as the Company may require during that three (3) hour period.
- 32.03 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.
- 32.04 Notwithstanding Article 44.03, the Company agrees to guarantee to every Employee a minimum of thirty-seven (37) hours' work per week or pay in lieu of work at the current of pay even in the case of breakdown, weather conditions, incidents beyond the Company or employee's control, or while an Employee is absent from work at their own request, or as hereinafter provided.
- 32.05 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.

32.06 Any Employee who will not be attending work on their normal shift must contact their manager by phone at one (1) hour, where possible before the start of their shift.

Article 33 – Overtime

33.01 (a) Overtime pay at one and one-half (1 ½X) times an Employee’s regular rate shall be paid on the next pay period for all hours worked in excess of ten (10) 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.

Article 34 – Sick Leave

34.01 Employees shall be compensated in cash the equivalent of forty-eight (48) hours annually. Employees shall receive one-twenty-sixth (1/26) of the annual sick leave payment each pay period.

Article 35 – Wages And Classifications

35.01 Job classifications for all employees covered by this Agreement shall be as set out in Appendix “A” attached to and forming part of this Agreement and rates of pay applicable thereto shall be not less than provided therein.

35.02 It is agreed that regardless of age or sex, the principle of equal pay for equal work shall apply.

35.03 Employees will be paid remuneration on a bi-weekly schedule and will receive a pay stub from the Employer. Further details of any commission calculation may be provided to Employees upon request.

Article 36 – Benefits

36.01 The Company will provide Group Insurance Benefits to full-time employees who have completed the probationary period with the Company as follows:

(a) Life and Accidental Insurance:

Life Insurance in the amount of \$25,000.00. The Company will pay 100% of the premiums. The policy and plan be the one in effect with Canada Life for term of this Agreement.

(b) Extended Health Care Program

The Company agrees to provide Employees with the ability to participate in the Extended Health Plan and Dental Plan in effect with the Employer for the term of this Agreement. The distribution of premium payments will be as follows:

(i) Single Coverage
Employer: 85%
Employee: 15%

(ii) Family Coverage
Employer: 85%
Employee: 15%

The Company's obligations related to cost-sharing shall cease during and unpaid leaves of absences longer than 30 days.

(d) Pension Plan

Employees shall be entitled to participate in the Company Pension Plan after one (1) year of continuous employment.

All Company contributions are vested with the employee immediately upon participation in the Pension Plan.

All contributions are the stated percentage of the Employee's total gross earnings each two-week pay period.

The Company shall contribute:

For Commissioned Route Sales Representatives and Shuttle Drivers: 2%

For Utility Drivers: 4%

Employees are eligible to contribute an optional payment with will be matched by Employer contributions in accordance with the following formula:

For Commissioned Route Sales Representatives and Shuttle Drivers:

For every dollar (\$1.00) optionally contributed by the Employee, the Employer will match \$0.50 to a maximum optional matching of 2%.

For Utility Drivers:

For every dollar (\$1.00) optionally contributed by the Employee, the Employer will match \$0.25 to a maximum optional matching of 1.5%.

The Employee authorizes payment of this optional amount to be made through automatic payroll deductions. The Company will enroll new eligible members on the earliest enrolment date of January 1, April 1, July 1, October 1.

36.02 Notwithstanding any provision in this Agreement, the terms of any group insurance policy and plan shall govern in all respects relative to eligibility for participation and benefits coverage.

Article 37 – Uniforms

37.01 The Company will provide uniforms without cost to the employee

37.02 It is agreed that all employees will clean and maintain their own Uniforms in a neat and presentable fashion.

37.03 The Company agrees to keep all Personal Protective Equipment (PPE) practices and supply at no cost. These items are gloves, masks and whatever else is required by the company for PPE use.

37.04 Safety Footwear

The Company shall pay for CSA and Employer approved safety boots for each Employee once each calendar year, and will make payment to the Employer's preferred service provider for the costs of the safety boots equivalent to:

- (a) \$150.00 including taxes per year for 2022 and 2023
- (b) \$160.00 inclusive of taxes for 2024
- (c) \$170.00 inclusive of taxes for 2025.

Article 38 – Company Vehicles

- 38.01 It is to the mutual advantage of both the Employer and the Employee that Employees shall not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law.
- 38.02 Employees shall not in any way alter the Company vehicle provided.
- 38.03 Employees shall immediately, at the beginning or at the end of their shifts, report all defects of equipment on a Department of Transportation log book or log sheet and the Employer's approved form.
- 38.04 It shall be the duty and responsibility of the Employer to maintain all vehicles in a safe operating condition and in accordance with the Ministry of Transportation's regulations. The Employer retains the discretion to determine the priority of maintenance orders within the fleet. If any maintenance requires more than two (2) weeks to complete the driver will be fully informed of the reason(s) why.

DRIVING

- 38.05 All employees who are required to travel at least one hundred and sixty (160) kilometres in distance from their operating centre, will receive compensation at a rate of:
- a) fourteen (\$0.14) cents per kilometre for 2022 and 2023
 - b) fifteen (\$0.15) cents per kilometer for 2024
 - c) sixteen (\$0.16) cents kilometer for 2025

in excess of one-hundred and sixty (160) kilometres travelled.

DRIVER'S LICENCES

- 38.06 All employees who are required to operate vehicles shall be required to possess and maintain a valid Government of Alberta Operator's Licence with valid endorsements as may be required by or applicable legislation
- 38.07 In any instance of breakdown or impassable highway which prevents an Employee from proceeding to their destination or is obstructed from returning to their operating centre, the Employee shall be paid at their current rate of pay for all time up to the time at which they arrive at a place of lodging or other suitable shelter.

Article 39 – Overnight Routes

39.01 Where the Employer requires the Employee to lodge out-of-town after a shift, the Employer agrees to:

- (a) cover the costs of the hotel at an Employer-approved premises; and
- (b) pay the Employee \$37.50/per day per diem.

APPENDIX "A"

JOB CLASSIFICATION AND WAGE APPENDIX

Classification	DOR	Dec 1, 2023	Dec 1, 2024
		3%	3%
(a) Shuttle Driver – New Hire	\$23.00/hr	\$24.15/hr	\$25.12
Shuttle Driver – 2 years	\$25.00/hr	\$26.25/hr	\$27.30/hr
Shuttle Drive – 5 years	\$27.00/hr	\$28.35/hr	\$29.77/hr
(b) Route Relief Utility Driver – new hire	\$23.00/hr	\$24.15/hr	\$25.12/hr
Route Relief Utility Driver – 2 years	\$25.00/hr	\$26.25/hr	\$27.30/hr
Route Relief Utility Driver	\$27.00/hr	\$28.35/hr	\$29.77/hr

(c) Commissioned Route Sales Representative:

Commissioned Route Sales Representatives shall receive the greater of:

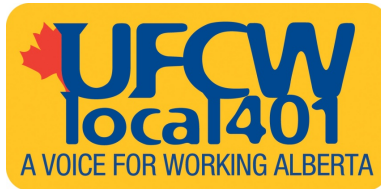
- (i) Base Pay per pay period:**
 - \$1000.00 or \$25.00/hour worked.**

- (ii) Commission of the following percentage of the Route Sales Representative’s weekly revenue for their scheduled route paid each pay period;**
 - 1. Linen: 7%**
 - 2. Garment: 7%**
 - 3. Dust: 7%**
 - 4. Loss: 7%**
 - 5. Facility Service: 7%**
 - 6. COG: 7%**

It is understood that any price increase and/or decrease to revenue on customer accounts will be reflected in the RSR's commission compensation, excluding any increase or decrease to service charges.

Disagreements regarding calculation of commission on route sales will be addressed through Article ____ (Grievance Procedure)

Memorandum Note: Following ratification, the Union and the Company will work collaboratively on an education program that supports transparency in regards to calculation and payment of commission.



Union Dues Structure

Preamble

Strong unions win good victories for their members that improve your life both at work and at home. An important part of having a strong union is investing in the resources we all need to push employers to give you the kind of good quality contract we're able to present here. The resources of our union come primarily from membership dues.

A key value of our union is solidarity. UFCW Local 401 fights as hard for members in smaller workplaces like AlSCO as we do for large groups of members like those at Superstore, Safeway, or Cargill. In turn, we ask union members across the province to invest in our union's success by pooling their resources in the event that we are required to engage in strike action against an employer.

Whether we are fighting for fairness with a giant, international, multi-billion-dollar employer like Cargill or one of our smaller employers, we need to ensure that our efforts are powerful and effective so that our members get the contract they deserve. Sobeys is a larger employer with considerable resources they can bring to bear on a potential strike.

To be successful in the event of a possible strike against AlSCO, we are asking AlSCO members to vote to join the UFCW Canada National Defence Fund (NDF)

The NDF is a national strike fund into which tens of thousands of UFCW members pay in order to share their resources in the event that they need to go strike against their employer, resulting in a fund of more than \$100 million to which workers have access. These shared resources ensure that we are able to bargain strongly and with confidence, knowing that should we need to take strike action, we will have the resources to make that action as effective and powerful as possible.

By voting in favour of your new collective bargaining agreement, you will also be voting in favour of joining the NDF. By doing so, you will agree to contribute an additional \$2.00 per week to the pooled resources of tens of thousands of other UFCW members who also belong to the NDF and will gain access to this \$100 million strike fund.

Upon ratification of the Collective Bargaining Agreement with an effective date of the pay period following ratification, the strike fund assessments for AlSCO members shall be as follows:

National Defence Fund (Strike Fund)

Starting the same time as above following ratification there will be an additional deduction of \$2.00 a week to the National Defence Fund (NDF).

The intention of this document is to advise you of proposed dues increases and NDF assessments. It is provided as part of an overall employment package with the proposed CBA. You are voting on that package. If you accept the proposed CBA, you are also accepting these proposed dues increases and NDF assessments.