

COLLECTIVE AGREEMENT

BETWEEN

CORE-MARK INTERNATIONAL INC.
(hereinafter referred to as the “Company”)

AND

UNITED FOOD AND COMMERCIAL WORKERS
CANADA UNION, LOCAL No. 401
(hereinafter referred to as the “Union”)

Renewal: August 30th, **2024**

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Article 1 – Purpose and Intent

1.01 Purpose

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

1.02 Non-Discrimination

The provisions of this Agreement will be applied to all employees covered by this Agreement without discrimination on account of race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, or sexual orientation, ***or other grounds listed in the Alberta Human Rights Act.***

The Company and the Union endorse and abide by the principle contained in the Alberta Human Rights Act.

1.03 Singular and Plural/Gender

Where the male gender is referred to in this Agreement, the female gender shall be substituted when necessary. Wherever the singular is referred to in this Agreement, the plural shall be substituted where necessary.

1.04 Agreement Binding

This Agreement shall be binding on the Company and the Union and their respective successors, administrators, executors, and assigns and on each employee covered by the terms and conditions contained herein.

Article 2 – Management Rights

- 2.01 (a) Subject to the terms of this Agreement, the Company shall remain vested with the exclusive control of Management and operation of the Company and with the direction and supervision of the working forces, including its right to hire, suspend, demote, discipline, or discharge employees for just cause, or to transfer to new duties, or to lay off employees because of lack of work, or for other legitimate reasons, or to schedule its operations, or to extend, limit, curtail, or reschedule its operations which in its sole discretion it may deem it advisable to do so.
- (b) 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.
- (c) The Company may make rules and regulations governing the work environment and conduct of employees; however, such rules and regulations shall not be inconsistent with the terms of this Agreement. The Company shall provide the Union and each employee with a copy of such rules and regulations.

Article 3 – Union Jurisdiction and Security

3.01 Union Jurisdiction

The Company recognizes the Union as the sole agency for the purpose of collective bargaining for all employees coming under the provisions of this Agreement, except office employees, salesmen, persons in a supervisory capacity with the right to hire and fire, and Management personnel.

3.02 Union Membership

It is understood and agreed that employees who are or hereafter become members of the Union shall maintain their membership in the Union during the term of this Agreement. The Company agrees to retain in their employ within the bargaining unit, only members of the Union in good standing. The Company shall be free to hire new employees who are not members of the Union, provided said non-members, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.

The Company agrees to provide each new employee, at the time of employment with a **membership application** form, outlining to employees **their** responsibility in regard to Union membership, and outlining the provisions of Article 7 of this Agreement, and to provide the Union, in writing, with the name and **contact information** of each employee to whom they have presented the **membership application** form, along with the employee's date of hire. The **membership application** form shall be forwarded to the Union not later than ten (10) working days after the employee's date of hire.

3.03 Union Dues and Assessments

(a) 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 determined by the Union**. The Company further agrees, automatically, to deduct Union dues and initiation fees from the wages of all new employees. The employee shall, within thirty (30) days after commencement of employment, provide the Company with a signed authorization for such deductions. Monies deducted during any month shall be forwarded by the Company to the Union

not later than the last day of the following month, and accompanied by a written statement of the names of the employees for whom the deductions were made and the amount of each deduction. Dues check-offs are to be submitted on a four (4) week basis.

Upon mutual agreement the Company may submit the dues electronically in a manner acceptable to both parties.

Initiation fees shall be deducted during the first four (4) week **period** of employment **for the employee** in two (2) equal instalments.

The Company agrees to have the membership application forms, and dues and initiation fee deduction forms signed by the employees at the time of hiring.

The Company agrees to list Union dues deductions of the employees on the T-4 Income Tax form for all employees in the bargaining unit.

(b) *The membership application form provided under Article 3.02 includes the following information:*

- ***Name in full***
- ***Social Insurance Number***
- ***Date of birth***
- ***Mailing address***
- ***Email address***
- ***All known phone numbers.***

The Company shall make reasonable efforts to ensure that this information is provided by new employees on the application form.

The Company shall continue to supply known phone numbers, email, and mailing addresses on the seniority list in Article 6.08.

(c) Each month, the Company will supply the Union with information that includes the following items:

- Status PT or FT***
- Current rate of pay***
- Name in full***
- Termination date***
- Total dues for each employee for the current period***
- Total initiation fees for each employee for the current period.***

3.04 New Employees

The Company agrees to provide each new employee with a copy of this Agreement.

3.05 The Company agrees to allow the Union a fifteen (15) minute presentation that will be included in all new employee orientations. The purpose of the presentation will be to help the new employees understand the rights afforded them as members of the Union and to introduce the Union officials representing them. A Union official will deliver the Union portion of the orientation, ***and a Shop Steward shall be the preferred Union official to deliver this orientation. The Company shall notify the Shop Steward or other Union representative when new employees are hired.***

3.06 Union Representatives

An authorized Representative or Executive Officer of the Union upon arrival shall be permitted, after notifying the Warehouse

Manager or person in charge of operations in ***their*** absence, to visit the warehouse for the purpose of observing working conditions, interviewing members, and to ensure that the terms of the Collective Bargaining Agreement are being observed. The interview shall be carried on in a place provided for and designated by the Company. Time taken for such interview will not exceed fifteen (15) minutes on Company time.

Union Stewards' Work on Company Time

Union Stewards shall be entitled on Company time to conduct Union Business, which may include, without limitation, the following:

- Investigating grievances, complaints;
- Interviewing members in relationship to work place concerns;
- Counselling members who may be facing discipline situations.

3.07 No employee outside the bargaining unit shall perform work normally done by employees in the bargaining unit except in case of emergency.

Article 4 – Work Stoppages

4.01 No Strike or Lockout

There shall be no strike, lockout, slow-down, or stoppages of work during the term of this Agreement by either party.

Article 5 – Grievance/Arbitration Procedure

5.01 (a) Any complaint, disagreement, or difference of opinion between the parties hereto concerning the interpretation,

application, operation, or any alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

- (b) All Union and Company grievances, not submitted within fifteen (15) calendar days from the date a grievance arose, or a payroll error was discovered, shall be considered abandoned.
- (c) Before a grievance is filed, the employee with **a** Shop Steward and/or Union Representative should attempt to discuss the issue with **the** Supervisor/Manager to permit an opportunity for an early resolution.
- (d) Should the issue not be resolved by the discussion contemplated above, the grievance procedure is as follows:

Step One

The written grievance containing sufficient particulars regarding the alleged violation and remedy sought will be submitted by the Union to the Human Resources Manager or Division President, and they will respond to the Union in writing within fifteen (15) calendar days. In the event the Company fails to respond to a written grievance within fifteen (15) calendar days, it shall be deemed to have been settled in accordance with the remedy set out in the written grievance.

Step Two

If the grievance is not resolved at Step One, and if requested by the Company Representative or the Union Representative, there must be a meeting to discuss the

grievance within thirty (30) days attended by a Company Representative, the Union Representative, and any others they determine should attend the meeting. After the meeting the Company will provide, in writing, the Company's final response to the Union Representative within seven (7) working days of the meeting.

Step Three

If the grievance is not resolved at Step Two, the Company or the Union may advise the other party that the grievance is going to be referred to arbitration. No grievance may be referred to arbitration by either party after one hundred twenty (120) days from the completion of Step Two.

- (e) The Company shall bear the cost and supply the necessary facilities for the grievance meeting for Steps One and Two. All time spent at grievance meetings shall be considered as time worked.
- (f) Grievances concerning discharge, policy grievances, or grievances filed by the Union may be submitted directly to Human Resources, ***the Operations Manager***, or ***the Division President***.
- (g) Company grievances will be submitted directly to the Union Representative.
- (h) Time limits in this Article are mandatory but can be extended by mutual written agreement between the Company and the Union.

5.02 Arbitration

All grievances that have not been settled or waived in accordance

with Article 5.01 of the Agreement shall be submitted to arbitration and all controversies as to the interpretation and application of this Agreement that cannot be settled by the Representatives of the Company and the Union shall be submitted to arbitration and heard by a single arbitrator. The parties will attempt to agree upon a sole arbitrator to hear the grievance. Should the Company and the Union fail to agree upon an arbitrator, the Alberta Department of Mediation Services will be requested to appoint an arbitrator.

It is agreed that the expenses of the arbitrator shall be borne, equally, by both the Union and the Company. No arbitrator shall serve if ***the arbitrator*** is involved directly in the controversy under local consideration. Grievances taken to arbitration shall be submitted in writing and shall specify clearly the nature of the grievance. It is distinctly understood that the arbitrator is not vested with the power to change, modify, or alter this Agreement or any of its parts. The arbitrator may however, interpret the provisions of this Agreement. The findings and decisions of the arbitrator shall be binding and enforceable on all parties.

Article 6 – Seniority

6.01 Probationary Period

New employees must serve a probationary period of ***ninety (90) days from date of hire***. The purpose of the probationary period is to provide the Company with an opportunity to assess and determine the employee's suitability for continued employment.

6.02 **Seniority** Definition

Seniority for full-time employees shall be defined as length of continuous service with the Company in the bargaining unit as a full-time employee.

Full-time employees are considered senior to part-time employees for all purposes of this Collective Bargaining Agreement.

The seniority date of a full-time employee who has been reinstated to full-time employment shall be **the** original full-time date unless the employee has voluntarily reduced to part-time or has refused to return to full-time employment due to restrictions in availability.

Seniority for part-time employees shall be defined as length of continuous service with the Company in the bargaining unit.

All employees shall be scheduled, called in, laid off, and recalled by seniority within the bargaining unit.

6.03 Promotion of Part-Time Employees to Full-Time Status

When a part-time employee works the basic work week for twelve (12) consecutive weeks (excluding replacement hours for extended absences of W.C.B., Weekly Indemnity, Long Term Disability, vacation, maternity leave, or other approved leave of absence), a full-time position will be deemed to exist.

Promotion of part-time employees to full-time status will be based on:

- (a) Seniority;
- (b) Skill **and** ability;
- (c) Work performance and attendance;
- (d) Employees shall not be selected under (a) if they are not acceptable under (b) and (c).

A part-time employee, proceeding to full-time employment, **will receive vacation pay on all annual earnings prior to transitioning to full-time status, paid in accordance with Article 10.04. The employee** will be credited with the number of hours accumulated during the employee's continuous service with the Company as a part-time employee, and provided the employee's service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours of a regular full-time employee to establish the appropriate yearly credit for future seniority and vacation entitlement, as provided in the Collective Bargaining Agreement.

Example: Part-time employee worked twenty (20) hours per week for sixty (60) weeks would be twenty (20) times sixty (60) equals one thousand two hundred ($20 \times 60 = 1,200$) hours divided by the full-time work week of forty (40) hours would give the employee a seniority date of thirty (30) weeks.

6.04 Loss of Seniority

The seniority of an employee will be lost, all rights forfeited, and the employee shall be terminated when **the employee:**

- (a) Voluntarily leaves the employment of the Company or is discharged for just cause, or
- (b) Fails to return to work within ten (10) working days of notice to return to work, or
- (c) Has been laid off for a period of six (6) months or longer.
- (d) Further to the above-mentioned, any unreported absences of two (2) consecutive shift start times shall be considered a voluntary resignation due to job abandonment.

6.05 Order of Layoff

In the event of a reduction of force, such reduction shall be made in the reverse order of seniority, provided the employees to be retained have the ability to perform the work available.

No full-time employees shall have **their** hours reduced on any shift when part-time employees **are** working hours in the bargaining unit that could be worked by the full-time employee; in which event, the part-time employees shall have **their** hours reduced. No full-time employees shall have **their** hours reduced where junior full-time employees are working hours in the bargaining unit that could be worked by the senior employee; in which event, the junior employees will have **their** hours reduced.

Part-time employees shall not be employed or scheduled to the extent that their work results in a displacement of, or prevents the hiring or recall of full-time employees.

6.06 Recall

- (a) Employees will be eligible for recall for a period of six (6) months following their last date of layoff. Employees will be recalled in the reverse order of layoff provided they have the ability to perform the work available. When an employee is recalled, the Company will advise the employee by registered letter sent to **the employee's** last known address, with a copy to the Union office.
- (b) Employees are required to advise the Company of any change in their address and/or telephone number.

6.07 Notice of Layoff

In the event of a layoff, the Company shall provide the affected

employees with notice, or pay in lieu of notice, in accordance with the Alberta Employment Standards Code.

6.08 Seniority Lists

- (a) The Company agrees to post and maintain an accurate employee seniority list monthly on the bulletin board. Any discrepancies in the seniority list will be reviewed and adjusted, if needed, upon notification from either an employee or the Union.
- (b) Employees shall be allowed to grieve the accuracy of the seniority list at any time within fourteen (14) days of the list being published.
- (c) The Company will forward a copy of the current seniority list to the Union upon request.

6.09 Technological Change

- (a) The Company agrees to provide the Union with a minimum of two (2) months' notice in advance of implementing any technological change that may result in the displacement of employees covered by this Agreement.
- (b) Where new jobs are created as a result of technological change, preference shall be given to retraining existing employees, where practicable prior to hiring new employees.

6.10 Employee Reprimands

- (a) Reprimands or other discipline in an employee's file that are dated eighteen (18) months or more prior to any current reprimands or discipline shall not be used in support of

such current disciplinary action. All reprimands and disciplines after eighteen (18) months will be removed from the file and not used for any purpose. As an exception to the foregoing, reprimands of a serious nature (relating to serious misconduct or workplace violence) shall remain on an employee's file for a period of twenty-four (24) months prior to removal.

- (b) When an employee's work performance, conduct, or behaviour may lead to discipline and is the subject of discussion between the employee and the Company, a Shop Steward or Union Representative must be present.

In the event a Shop Steward is unavailable, the Company will attempt to contact the Union Representative using the numbers provided to the Company by the Union. If the Union Representative is not able to meet within **twenty-four (24) hours**, the Company may suspend the employee **within the twenty-four (24) hours** pending the investigation and interview. Any lost time may be the subject of a grievance.

Company discipline or dismissal meted out without compliance with this provision shall be void from the beginning and cannot be re-implemented.

The Company shall give the Union full access to all documents, facts, and information relevant to grievances in accordance with Article 5.01 upon request, or shall be deemed to forfeit such grievances.

- (c) The Union will provide the Company in writing with names of all Shop Stewards. The Union will attempt to ensure that a Shop Steward is available on each shift.

6.11 Job Posting

When a job vacancy occurs on the day shift or for any position set out in Appendix "A" of this Agreement, they shall be posted on the bulletin board for a period of seven (7) working days in the warehouses, during which time applications may be made by the employees. The job shall be posted bargaining unit wide, for full-time applicants only. If there are no full-time applicants on that basis, then the job shall be posted bargaining unit wide for part-time employees.

Temporary appointments shall be made by the Company pending receipt of applications. If the Company appoints somebody to the position that was posted, the Company will review all applicants and make a decision within twenty (20) working days. If there is not a suitable applicant, the Company may assign or promote an employee from any other department, or hire a person to fill the job.

Should two (2) or more employees apply, the Company in making its decision will be governed by the following factors and in the following order:

- (a) Seniority;
- (b) Skill, ability, and physical fitness;
- (c) Work performance and attendance;
- (d) Employees shall not be selected under (a) if they are not acceptable under (b) and (c).

6.12 Filling Warehouse Positions

To confirm the intent of Article 6.11 – Job Posting, as discussed

in the contract negotiations, the Company will fill these positions in accordance with the above-mentioned Article of the Collective Bargaining Agreement excluding temporary employees.

6.13 Warehouse Employees (Full-Time Employees Only)

All warehouse positions (***including Floaters***) will be picked on an annual basis by seniority and capability. ***The annual selection will take place by October 1st and will be effective by the first full week in November.*** Only employees with twelve (12) months or more seniority with the Company may bid on such positions on an annual basis. In addition to the above, the current practice for filling the specific areas, etc. will continue.

When an employee selects a position during the annual selection period, there shall be a trial period of ***thirty (30) days***. If the position is unacceptable to the employee or the employee is unable to perform to the required minimum, then the position will be posted and the employee will assume the position that is left open until such time as a new position becomes available.

In the event of absenteeism or vacation, the Company will have the right to fill the position with other employees in areas by seniority and best suited to their skill and ability.

The Shunter position is considered a driver position.

6.14 Temporary Employees

Provided available employees are not prohibited from receiving available weekly hours, the Company may use individuals obtained from a staffing service to perform work normally performed by bargaining unit employees.

6.15 Part-Time Employees

The parties agree that in the event the Company uses part-time employees, the following shall apply:

- (a) Part-time employees shall be used to supplement the full-time workforce, to provide additional help to cover peak work periods, and other such times as necessary such as vacation relief periods and Statutory Holidays. Part-time employees may also be used to replace other work absences such as: LTD, STD, WCB, maternity leave, or other approved leaves.
- (b) The Company agrees not to exceed a maximum of fifteen (15%) percent of part-time employment in the bargaining unit with the exception of May, June, July, August, and September during which the Company will not exceed twenty (20%) percent.
- (c) The Company agrees that part-time employees will be used **to supplement full-time positions** only, and that coverage for relief purposes will be offered to current full-time employees first.
- (d) All provisions of the Collective Bargaining Agreement apply to part-time employees unless specifically excluded.

6.16 License Suspensions

The Company will review the case of **any** drivers who lose **their** license for the first time, depending on the seriousness of the offence. **Drivers** whose record merits consideration, may apply for a leave of absence for the duration of the suspension of **their** license or, alternatively, **they** may be assigned non-driving work that is available in the Warehouse.

6.17 Security Companies

The use of security companies, as it pertains to delivery trucks being followed, will only be for the reason of protecting Company property and not for monitoring an employee's work performance.

Article 7 – Wages

7.01 Wage Rate

- (a) The Company shall pay an employee at the wage rate applicable to the job classification that the employee is employed in. The job classifications and wage rates are as contained in Appendix "A" of this Agreement.
- (b) All hours worked by employees between 3:00 p.m. and 8:00 a.m. shall be considered as scheduled "night shift" work and paid for at the applicable straight time or overtime rate plus seventy-five (\$0.75) cents per hour shift premium for each hour worked during this period.

The work week shall commence **on** Sunday.

- (c) All hours worked during the twenty-four (24) hour period commencing at **or after 2:00** p.m. on any scheduled work day shall be considered hours worked on **the day** the twenty-four (24) hour period **ends**.
- (d) Where an employee works in a higher hourly wage classification for two (2) hours or more, such employee shall be paid the higher rate for the hours actually worked in the higher classification.

7.02 Previous Work Experience

The Company may classify a new employee, on completion of the probationary period, based on the employees' proven experience in similar operations. Consideration of such previous experience shall not be applicable for any other reason with respect to other provisions of this Agreement.

Article 8 – Hours of Work and Overtime

8.01 Daily and Weekly

- (a) The regular hours of work for full-time employees shall be based on eight (8) hours per day, five (5) days per week, or ten (10) hours per day, four (4) days per week. Time off between shifts shall be granted to employees in accordance with Alberta Employment Standards Code.

Part-time employees shall not be scheduled less than four (4) hours on any given day. Time off between shifts shall be granted to employees in accordance with Alberta Employment Standards Code.

Available hours within the bargaining unit will be scheduled by seniority.

The Company agrees wherever possible and practical to provide an opportunity to employees to cross train through different types of work.

- (b) If the Company introduces a four (4) day, ten (10) hour shift, employees will be assigned to such shift on a voluntary basis. If, however, sufficient employees do not volunteer, the Company shall assign the shifts to the least senior employees capable of performing the work. The

implementation of such shift schedule shall be for the sole purpose of improving the efficiency of the operations.

- (c) The work week shall commence on Sunday.
- (d) All hours worked during the twenty-four (24) hour period commencing at **or after 2:00** p.m. on any scheduled work day shall be considered hours worked on the day the twenty-four (24) hour period ends.
- (e) Employees shall be paid for all time worked.
- (f) The Company has the right to require overtime work either to extend the regular work schedule or on scheduled days off.

When there is overtime to be worked, it will be offered in seniority order to the employees within the department (warehouse and drivers) and shift, and capable of performing the required work. If there are insufficient volunteers, employees within the department and shift, and capable of performing the required work, will be required to work in reverse order of seniority. The Company will advise employees required to work overtime as soon as possible. When overtime is required on an employee's regular day off, it will be offered by seniority to the employees who are capable of performing the required work. If there are insufficient volunteers, the Company will schedule in reverse order of seniority. Employees may be excused from the requirement to work overtime for doctor or professional appointments, etc., and pre-arranged personal commitments. The Company will not act unreasonably in excusing employees from overtime and employees will limit their requests to be excused to the greatest extent possible.

- (g) It is understood that should the Company require a need to alter the present start and finish times of a work shift, the Company agrees to advise the Union of the change and the reason(s) requiring the change.

8.02 Minimum Pay

Full-time employees shall receive a minimum of six (6) hours pay (**eight (8) hours for warehouse employees working a ten (10) hour shift and** four (4) hours for part-time) at their regular hourly rate for reporting to work when no work is available, unless they have been notified a minimum of twenty-four (24) hours before the start of their regular shift not to report to work. Where employees attend a pre-scheduled meeting on **their** day off, **they** will receive a minimum of four (4) hours pay at the applicable rate.

8.03 Overtime

- (a) All time worked by a full-time employee in excess of or outside the employee's regular scheduled work day, on the employee's regular scheduled days off, or on General Holidays shall be considered overtime.

All time worked by a part-time employee in excess of eight (8) hours per day five (5) days per week, or ten (10) hours per day four (4) days per weeks including General Holidays shall be considered overtime and will be paid at the applicable overtime rate of pay.

It is understood that the Company will post a weekly part-time schedule no later than Wednesday 6:00 p.m. to cover the following week, but it will not preclude the Company from calling additional part-time employees in.

Part-time employees will only be scheduled to work ten (10)

hour shifts when they are covering a full-time employee normally working a ten (10) hour shift.

- (b) All overtime rates shall be based on the employee's regular rate of pay and shall be paid as follows:
 - (i) Time and one half (1 ½ X) for the first three (3) hours of daily overtime in excess of an employee's regular scheduled shift, and for the regular shift hours worked on a Saturday or Sunday that is the employee's regular day off;
 - (ii) Double (2X) time for all hours worked in excess of three (3) hours of daily overtime in excess of an employee's regular scheduled shift, for all hours worked in excess of the regular shift hours on a Saturday or Sunday that is the employee's regular day off.
- (c) It is understood and agreed that there shall be no pyramiding of overtime or premium rates as contained in this Agreement.
- (d) When an employee is called in for a shift of overtime, the employee shall receive a minimum of four (4) hours at the applicable overtime rate of pay. If an employee volunteers to go home, the employee will receive pay for the hours they worked.

8.04 Change of Shift

When full-time employees **are** required to change hours of work or shift schedules, **they** will be given a minimum of forty-eight (48) hours' notice of such change, or four (4) hours pay in lieu, except in emergencies. When part-time employees **are** required to change hours of work or shift schedules, **they** will be given a

minimum of twelve (12) hours' notice of such change, or four (4) hours pay in lieu, except in emergencies.

As an exception to the above in the weeks of Government budget readings the Company shall be allowed to give a minimum of twenty-four (24) hours' notice of such change, or four (4) hours pay in lieu.

8.05 Payment of Wages

Employees shall be paid bi-weekly on each second (2nd) Friday.

The Company is committed to the early resolution of payroll disputes. If an employee believes they were paid incorrectly, they should bring it to the attention of their Department Manager no later than 12:00 noon on the Monday following the payday.

Missing pay of fifty (\$50.00) dollars or more shall be **corrected and** processed on **the next regular payroll, unless** a manual cheque **is requested by** the employee.

8.06 Rest Periods

An employee working a daily shift of four (4) hours will have one (1) paid rest period of fifteen (15) minutes.

All employees working a daily shift of four (4) or more hours shall be provided two (2) paid fifteen (15) minute rest periods as close to the mid-point of each half shift as possible. In addition, employees will be provided a one half (½) hour unpaid lunch period as close to the mid-point of each shift as possible.

For employees working ten (10) hour shifts, there will be two (2) paid rest periods of twenty (20) minutes daily, and they will be scheduled as close to mid shift as possible between start time

and lunch break as well as lunch break and finish time.

8.07 Work Assignments

It is understood and agreed that, in accordance with legislated safety standards, no employee shall be assigned work that is considered unsafe where the performance of such work could result in an occupational injury to the employee.

8.08 Restrictions and Availability Forms

Part-time employees will be required to declare their availability upon being hired.

Any part-time employee can change their availability up to six (6X) times per year by obtaining a new Availability Form from their Supervisor and submitting it prior to the following effective dates:

- (a) The first Sunday in September (with a two (2) week leeway before and after);
- (b) Five (5) other times in the calendar year.

Changes in availability must be submitted one (1) week prior to the Sunday of the week of the effective date of the change.

Part-time employees will be required to work according to their most recent declaration.

A part-time employee who fails to provide the Company with a completed Availability Form prior to the above dates will be scheduled according to their previous Availability Form.

DECLARATION OF AVAILABILITY
FOR SCHEDULED SHIFTS
(PART-TIME EMPLOYEES)

PART-TIME EMPLOYEES MUST DECLARE THEIR AVAILABILITY FOR SCHEDULED SHIFTS AT THE START OF THEIR EMPLOYMENT AND CAN CHANGE THEIR AVAILABILITY ONLY AS PERMITTED (SEE ARTICLE of the Collective Agreement).

EMPLOYEE NAME:	DEPARTMENT:	SUPERVISOR:
EFFECTIVE DATE OF AVAILABILITY CHANGE:		PHONE NUMBER:


Complete one section only:

SECTION ONE:

- UNRESTRICTED – I AM AVAILABLE FOR SCHEDULED SHIFTS ANYTIME

SECTION TWO (FOR RESTRICTED PART-TIME EMPLOYEES):

- RESTRICTED – I AM AVAILABLE FOR SCHEDULED SHIFTS ONLY ON THE FOLLOWING DAYS BETWEEN THE START AND FINISH TIMES NOTED (PLEASE SHOW A.M. OR P.M.):

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Earliest available start time							
Latest available finish time							

EMPLOYEE'S SIGNATURE _____ TODAY'S DATE _____

SUPERVISOR'S SIGNATURE _____

DATE OF SUPERVISOR'S RECEIPT OF THIS FORM _____

THIS FORM IS TO BE PLACED IN THE EMPLOYEE'S PERSONNEL FILE

Copy to Union and Employee

8.09 Route Bidding

The Company commits to providing a forum for bi-annual route bidding by the drivers. The Company will post the routes no later than March to be completed in April and no later than September to be completed in October. The routes will be posted for seven (7) days. Within forty-eight (48) hours of the expired route posting, a meeting will be held with each driver that will allow the drivers, in descending seniority order, to select their routes. This selection will be referred to as the “Master Schedule”.

These routes will be awarded on either a three (3), four (4), or five (5) day per week schedule dependent on:

- (a) Days per week and start times for City drivers, out of town routes by major city/town. Company expenses to be considered.
- (b) Safety.
- (c) No routes will be assigned that fall outside the National Safety Code for Motor Carriers or violate applicable legislation.
- (d) Routes will be removed from those individuals who cannot meet Company productivity standards set out for each route.
- (e) There will be no “Cascading” of assignment of routes throughout the calendar year.
- (f) Unassigned routes shall be distributed either on a daily basis or a weekly basis by seniority.

This route bidding process will remain in effect until the next bi-

annual route bidding date and only under circumstances of injury, illness, vacation, leave of absence, General Holiday periods (the week or weeks surrounding a General Holiday as covered in Article 9.01 of the Collective Bargaining Agreement), or if the Company determines it is an emergency, or if the Company feels it is not in the best interest of the business, will the schedule be altered. In the event of a significant and permanent change in a route, it shall be posted, along with subsequent routes. (A “significant change” shall include examples of changes in start times of more than three (3) hours, changes to days of work, or a permanent change in cubage of “stop/cube/kilometers” of more than 300 cubes).

When the Company performs job bids, the Company will canvass employees that are off work for one (1) week or more due to any approved leave or disability. If the employee is unavailable or forfeits their choice to bid they will receive upon their return to work the available position that is open until the next bid.

8.10 Stop/Cube/Kilometers – Driver

The Company wishes to restructure the Trucking Departments in both the Edmonton and Calgary warehouses. The Company and the Union agree to the following terms to facilitate the restructuring of the Trucking Departments.

- (a) The Company will post all driving positions, as per the Collective Bargaining Agreement, in both Calgary and Edmonton including new Team Routes.
- (b) Replacements for Team Routes; for vacation, WCB, WI, etc., will be chosen from the City drivers by seniority from their respective cities. If no senior driver volunteers, it will be assigned by reverse seniority.

- (c) Drivers posted into a Team Route will not have the opportunity to replace other Team Drivers as per point **(b)**.
- (d) Point **(c)** does not prevent a Team Driver from bidding on any posted position, as per Article 6.11 of the Collective Bargaining Agreement that may come up in the normal course of the year.
- (e) Team Drivers will be paid under the Stop, Cube, and Kilometers pay system as outlined below.
- (f) Except where exempt in this Article, it is understood that all Articles of the Collective Bargaining Agreement shall apply to Team Drivers.
- (g) Any driver, who has passed probation and does not have the seniority for a posted position, will be offered a severance package consisting of one and a half (1 1/2) weeks' pay per year of service. Payment of partial years will be pro-rated.
- (h) The year and any pro-rated portion of the years, for the purpose of severance pay, will consist of uninterrupted service where an employee was on full duties. Any employee who was on WCB, WI, LOA, or any other authorized leave, will not have that time counted towards the severance pay.
- (i) Any employee currently on WCB, WI, or any other authorized leave will have the right to bid on any position when they return back to full duties.
- (j) Any employee, who cannot return to full duties, as per point **(i)**, will have the option of accepting the severance package as outlined in this Article.

- (k) The severance will be calculated on Gross Earnings as defined in Article 10.01(b) of the Collective Bargaining Agreement.
- (l) Conflicts arising between drivers in a team shall be addressed in the following manner:
 - (i) Individual submits a written statement to the Company, and the Company shall forward a copy of the statement to the Union immediately.
 - (ii) The Union and the Company would investigate the claims.
 - (iii) Once investigation is complete, a meeting shall be scheduled to discuss the results of the investigation and any possible resolutions if necessary.

The following pay (Stop, Cube, Kilometers) structure will be applicable for all team driving positions.

Rate of Pay:

The rate of pay, or composite hourly rate, is calculated in the following manner. You take the current employees hourly rate of pay, as per the Collective Bargaining Agreement and multiply it by ten (10) hours. Then add one (1) hour of regular overtime to the total. Take this total and divide it by eleven (11) hours. This is now the employee's base composite rate of pay, which factors into the: trips, stops, cubes, and kilometers.

Year 1 (Sept 2021 – Aug 31st, 2022)

- $\$30.85 \times 10 = \$308.50 + \$46.28 = \354.78 divided by 11 = \$32.25

Year 2 (Sept 2022 – Aug 31st, 2023)

- $\$31.67 \times 10 = \$316.70 + \$47.51 = \364.21 divided by 11 = \$33.11

Year 3 (Sept 2023 – Aug 31st, 2024)

- $\$32.62 \times 10 = \$326.20 + \$48.93 = \375.13 divided by 11 = \$34.10

** The top rates of pay **were** used for these calculation purposes. **

Trips:

Each twenty-four (24) hour period away from the facility is paid out as a trip. Items making up the trip are: Pre Trip DVIR for thirty (30) minutes, Post Trip DVIR for thirty (30) minutes, two (2) twenty (20) minute breaks totaling forty (40) minutes, fueling for fifteen (15) minutes and Inter Trip Inspection for ten (10) minutes. These items total one hundred twenty-five (125) minutes. Take these one hundred twenty-five (125) minutes and divide them by sixty (60) minutes in an hour. Take this time total and multiply it by the employee's base composite rate of pay.

Year 1 (Sept 2021 – Aug 31st, 2022)

- 125 divided by 60 = 2.08. $\$32.25 \times 2.08 = \67.08

Year 2 (Sept 2022 – Aug 31st, 2023)

- 125 divided by 60 = 2.08. $\$33.11 \times 2.08 = \68.87

Year 3 (Sept 2023 – Aug 31st, 2024)

- 125 divided by 60 = 2.08. $\$34.10 \times 2.08 = \70.93

The trip(s) is paid out to each driver of the team.

Stops:

The stop is made up of two (2) functions. Parking the truck and trailer at the customer's location. The time allotted is five (5) minutes. Completing the paperwork corresponding with the stop. The time allotted is eight (8) minutes. These two (2) functions total thirteen (13) minutes. Take these thirteen (13) minutes and divide them by sixty (60) minutes in an hour. Take this time total and multiply it by the employee's base composite rate of pay.

Year 1 (Sept 2021 – Aug 31st, 2022)

- 13 divided by 60 = 0.22. $\$32.25 \times 0.22 = \7.10

Year 2 (Sept 2022 – Aug 31st, 2023)

- 13 divided by 60 = 0.22. $\$33.11 \times 0.22 = \7.28

Year 3 (Sept 2023 – Aug 31st, 2024)

- 13 divided by 60 = 0.22. $\$34.10 \times 0.22 = \7.50

The total stops for the route are split equally between the two (2) team drivers.

Cubes:

Each cube delivered is paid out utilizing our productivity standard of seventy-five (75) cubes delivered in an hour. Take the employee's base composite rate of pay and divide it by the seventy-five (75) cubes per hour.

Year 1 (Sept 2021 – Aug 31st, 2022)

- $\$32.25$ divided by 75 = $\$0.430$ per cube.

Year 2 (Sept 2022 – Aug 31st, 2023)

- $\$33.11$ divided by 75 = $\$0.441$ per cube.

Year 3 (Sept 2023 – Aug 31st, 2024)

- \$34.10 divided by 75 = \$0.455 per cube.

The total cubes for the route are split equally between the two (2) team drivers.

Kilometers:

The kilometers are paid out in the following manner. The first one hundred (100) kilometers are assumed to be mostly city driving with an average speed of forty (40) kilometers per hour. These kilometers are paid by taking the employee's base composite rate of pay and dividing it by forty (40) kilometers per hour. The second one hundred (100) kilometers are assumed that there will be a portion of them driven rurally with an average speed of sixty-five (65) kilometers per hour. These kilometers are paid by taking the employee's base composite rate of pay and dividing it by sixty-five (65) kilometers per hour. All other kilometers are assumed that the greatest portion of them will be highway driven at an average speed of eighty-nine (89) kilometers per hour.

Year 1 (Sept 2021 – Aug 31st, 2022)

- \$32.25 divided by 40 = \$0.806.
- \$32.25 divided by 65 = \$0.496.
- \$32.25 divided by 89 = \$0.362.

Year 2 (Sept 2022 – Aug 31st, 2023)

- \$33.11 divided by 40 = \$0.828.
- \$33.11 divided by 65 = \$0.509.
- \$33.11 divided by 89 = \$0.372.

Year 3 (Sept 2023 – Aug 31st, 2024)

- \$34.10 divided by 40 = \$0.853.
- \$34.10 divided by 65 = \$0.525.
- \$34.10 divided by 89 = \$0.383.

The total kilometers for the route are split equally between the two (2) team drivers. The only exception would be if a route starts in Calgary and is required to pick up their running partner in Edmonton, the Calgary driver would get all of the monies for the kilometers driven from Calgary to Edmonton, and back from Edmonton to Calgary.

Per Diems:

Per diems are paid out to the drivers when they are away from the facilities. Per diems will be paid out in the following manner. Drivers away for sixteen (16) to twenty-four (24) hours will be paid twenty (\$20.00) dollars for dinner. Away for twenty-four (24) to thirty (30) hours will be paid thirty (\$30.00) dollars for a dinner and then breakfast. Away for thirty (30) to thirty-six (36) hours will be paid forty-five (\$45.00) dollars for a dinner, breakfast, and lunch. Away for thirty-six (36) to forty-two (42) hours will be paid sixty-five (\$65.00) dollars for a dinner, breakfast, lunch, and dinner.

- Each per diem is paid out to each driver of the team.

Shift Premium:

For paying our team drivers the shift premium, currently from 3:00 p.m. till 8:00 a.m. (**seventy-five** (\$0.75) **cents**/hour), as discussed, below is how it will be calculated:

12:00 a.m. to 8:00 a.m. = 8 hours. 3:00 p.m. to 12:00 a.m. = 9 hours. Total hours = 17 hours. 17 hours x 0.75 = \$12.75.

\$12.75 divided by 2 = \$6.375 (Split between both drivers). Both drivers would receive \$6.375 for every twenty-four (24) hours away from the facility. For every twenty-four (24) hours away from the facility, each team driver will be entitled to \$6.375 of shift premium.

Downtime:

Downtime will be paid out for anything that is not associated with the route. Such instances would be: mechanical breakdowns, backhauls, and excessive wait time to fuel **or waiting on customers to receive orders beyond eight (8) minutes**. All downtime must be reported in at the time of delay by the driver and approved by the Supervisor. **Downtime will include when reorganizing of pallets is in excess of an hour downtime.** Downtime is paid out by the actual hourly rate of the employee, not the base composite rate.

** Downtime will be paid at the current Collective Bargaining Agreement hourly rate of pay. Downtime will pay up to ten (10) hours per day, at the employee's straight time rate. If due to unforeseen circumstances the downtime exceeds eight (8) hours, the drivers will be put up in a hotel until the route can be resumed. Drivers will be paid up to ten (10) hours a day for downtime for each day of downtime, plus any earned per diems; i.e. if a driver is down for two (2) full days, they will be paid up to ten (10) hours a day for a total of twenty (20) hours.

When a driver has completed all work on the assigned route for the driver's shift and then is required to perform further delivery work on a different route, the driver will be paid at the applicable overtime rate for that additional work.

Vacation and Sick Days:

Vacation will be paid out as per Article 10 of the Collective Bargaining Agreement.

Sick days will be paid out as per Article 12.06 of the Collective Bargaining Agreement. Drivers will be paid out **based on scheduled hours** at straight time, as long as they have the **full amount of** sick leave credits to do so (**no partial credits**).

General Holiday Pay:

When a team driver works on a recognized General Holiday, the drivers composite rate of pay will be calculated as follows: You take the current employee's hourly rate of pay, as per the Collective Bargaining Agreement, and multiply it by one and a half (1 1/2). This is now the employee's base composite rate of pay, which factors into the: trips, stops, cubes, and kilometers. This calculation/pay will be for the day of the General Holiday only.

Year 1 (Sept 2021 – Aug 31st, 2022)

- $\$32.25 \times 1.5 = \48.38 .

Year 2 (Sept 2022 – Aug 31st, 2023)

- $\$33.11 \times 1.5 = \49.67 .

Year 3 (Sept 2023 – Aug 31st, 2024)

- $\$34.10 \times 1.5 = \51.15 .

Article 9 – General Holidays

9.01 General Holidays Observed

The following are recognized as General Holidays for all employees:

New Year's Day	Good Friday
Victoria Day	Canada Day
Alberta Heritage Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day
Family Day (third Monday in February)	

* If the Alberta Government rescinds "Family Day" it will be deemed stricken from the Collective Bargaining Agreement.

The Company agrees that it plans to remain closed on Christmas Day, New Year's Day, and Boxing Day. In the event that the Company needs to operate on any of these days, it agrees to use the least number of employees possible to perform the work required, and that it will fill shifts first on a voluntary basis only by seniority. Should there be insufficient volunteers, the Company will fill assignments by reverse seniority.

9.02 Eligibility

Employees are eligible for holiday pay provided **they have** completed a minimum of thirty (30) days worked and work **their** full scheduled work day immediately prior to and after the holiday observed and on the holiday if required.

To confirm the intent of this Article, as discussed in the contract negotiations, the Company will give full consideration to an employee for General Holiday pay to those employees who were unable, for bona fide reasons, to work their scheduled day prior to and following the holiday.

9.03 All full-time employees regularly working an eight (8) hour shift shall receive eight (8) hours pay for each General Holiday in a week.

All full-time employees regularly working a ten (10) hour shift shall receive ten (10) hours pay for each General Holiday in a week.

9.04 Paid Holidays – Part-Time Employees

After thirty (30) calendar days from date of employment, part-time employees shall be paid for the number of hours they normally

would have worked on such a day if it were not a holiday; provided they worked their scheduled working day prior to and following the holiday. The method for determining the normal hours worked shall be computed by averaging the hours worked for the four (4) weeks immediately preceding the holiday.

Calculation Example: Total number of hours worked for the four (4) weeks immediately preceding the holiday divided by twenty (20) days.

9.05 Working on Holiday

- (a) An employee scheduled to work or who is called in and works on any of the General Holidays referred to in this Article, shall be paid for authorized work performed at the rate of time and one half (1 ½ X) the employee's regular rate of pay. Such pay shall be in addition to any holiday pay to which the employee may be entitled.
- (b) ***For employees working a shift schedule that starts on Sunday, entitlement to overtime under sub-section (a) will be determined as follows:***
 - (i) ***where the shift begins on the day before the holiday, all hours worked on the shift will be paid at overtime;***
 - (ii) ***where the shift begins on the holiday, all hours worked on the shift will be paid at straight time.***

Article 10 – Annual Vacations

10.01 Vacation Entitlement and Pay

- (a) The annual vacation schedule will be ***aligned with the Company's twenty-six (26) bi-weekly annual pay periods.*** The employee will be entitled to schedule vacation during the vacation period based upon year(s) of service completed during the vacation period. It is agreed, however, that ***any*** vacation taken before it has been earned, ***will be deducted from the employee's final pay should the employee's employment end prior to earning the taken vacation.***

The Company agrees there shall be no blocking of vacation weeks.

<u>Entitlement</u>	<u>Vacation Pay</u>
Less than one (1) year of service – one (1) day per month of completed service to a maximum of ten (10) days.	4% of gross earnings
One (1) full year of service but less than three (3) years of service – two (2) weeks' vacation	4% of gross earnings
Three (3) full years but less than eight (8) years – three (3) weeks' vacation	6% of gross earnings
Eight (8) full years of service but less than sixteen (16) years – four (4) weeks' vacation	8% of gross earnings

*Sixteen (16) full years or more of service – five (5) weeks	10% of gross earnings
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- (b) Gross earnings shall be defined as the employee’s total wages paid during ***the Company’s twenty-six (26) bi-weekly annual pay*** each year. (Gross earnings meaning wages, overtime, night premiums, vacation pay, and General Holiday pay).
- (c) All entitlement for vacation will be taken as time off.

10.02 Vacation Scheduling

- (a) The Company shall commence gathering vacation requests from employees no later than November 25th of each year. The Company shall post the completed vacation schedule prior to December 10th of each calendar year.
- (b) The Company will give preference based upon seniority and business requirements for:
 - (i) Warehouse employees, and separately
 - (ii) Drivers/Shunter Drivers

for vacation scheduling. No employee may schedule vacation for more than two (2) consecutive weeks during the months of June, July, and August.

Employees with two (2) or more weeks of vacation entitlement will be able to schedule their vacation consecutively in the months other than June, July, or August.

- (c) After November 24th, those employees who do not respond within twenty-four (24) hours of being canvassed will lose their seniority for the purpose of scheduling vacation. Should the employee not book their time as above they can only book the weeks that are left open at the time they book.

Any employees with unscheduled time for vacation that has not been booked by March 15th of each year shall by seniority book the outstanding time by March 31st each year.

- (d) Any changes in vacation selection made after the vacation is established shall be by mutual agreement between the Company and the employee.
- (e) The vacation schedule for bargaining unit employees shall be separate from non-bargaining unit employees. The minimum allotment for employees to schedule vacation at any one time will be as follows; three (3) employees from day shift, three (3) employees from night shift, and one (1) employee from the driver's schedule.
- (f) Employees may use one (1) week of vacation entitlement to book single vacation days but not until all employees' full weeks have been picked.

All other individual days those employees are entitled to will be picked by seniority once the vacation planner is completed and will be granted according to mutual agreement.

Any outstanding days owed after the above will be done on a first come basis by mutual agreement. The Company shall confirm an employee's request for an individual day of

vacation within twenty-four (24) hours of the request being received. ***Requests made on a Friday shall be confirmed by 6:00 p.m. Monday.***

10.03 General Holidays

In the event a General Holiday, as referred to in Article 9.01, is observed during an employee's annual vacation, such employees shall receive an additional day off with pay in conjunction with ***their*** annual vacation in lieu of the holiday.

Should a General Holiday fall on a day that an employee is to return from vacation, or on a day just prior to the commencement of vacation, when operational needs allow, that day will be observed as a day off with pay.

10.04 Vacation and Vacation Pay for Part-Time Employees

Part-time employees shall have the same vacation entitlement as full-time employees for the purposes of time off and pay.

Part-time employees with less than three (3) years of continuous employment with the Company shall receive vacation pay in the amount of not less than four (4%) percent of their total earnings.

Part-time employees with three (3) years or more of continuous employment shall receive six (6%) percent of their total earnings for vacation pay.

Part-time employees with eight (8) or more years of continuous employment shall receive eight (8%) percent of their total earnings as vacation pay.

A part-time employee, proceeding to full-time employment, ***shall receive vacation pay on all annual earnings prior to***

transitioning to full-time status, paid as provided above.

All part-time employees, who have completed one (1) year of continuous employment with the Company, shall have the opportunity to schedule two (2) weeks' ***unpaid*** vacation. All part-time employees shall be entitled to schedule vacation according to their entitlement as per the Collective Bargaining Agreement. For each two (2%) percent of vacation pay, it shall equal to one (1) week of vacation entitlement.

Such time off will be without pay. Part-time vacation schedules will be completed following the selection by full-time employees. Part-time employees shall have their vacation pay for the previous ***year's twenty-six (26) bi-weekly annual pay periods*** provided by February 28th of each year.

Part-time employees that wish to take vacation time off shall submit their vacation preferences thirty (30) days prior to the time requested. The Company will make the final determination of assigned dates based on existing conditions and respond to the employee's request within seven (7) calendar days. No request will be unreasonably denied.

10.05 All employees hired prior to March 10th, 2019 who have completed thirteen (13) years or more service shall receive a two hundred (\$200.00) dollar vacation bonus per year upon commencement of the first week of vacation.

10.06 Vacation for Dependent Care

Upon an employee's request and where the employee has sufficient earned vacation, the Company will provide vacation pay where the employee's absence from work is reported in advance and necessitated by illness to a legal dependent. The Company may at its sole discretion require medical verification.

Article 11 – Leave of Absence

11.01 Personal Leave

- (a) The Company may grant an employee a leave of absence without pay for personal or compassionate reasons dependent on business requirements.
- (b) All requests for leave of absence shall be in writing and submitted to the Company not less than fourteen (14) days in advance of the time the leave is to commence. All leaves shall be approved in writing and set out the reason for and the term of the leave within three (3) **business** days of receiving the request.
- (c) An employee accepting other employment during a leave of absence, without the consent of the Company may be terminated if it is determined that the employee can no longer fulfil **the employee's** obligations with Core-Mark.

11.02 Union Business

The Company agrees to allow time off work without pay for delegates selected to attend seminars, Union conventions, Union business, and to attend negotiations. The Union will give the Company two (2) weeks' notice. No request will be unreasonably denied.

Time spent on Union leave by employees, where the Company is reimbursed by the Union, shall be considered as time worked for all purposes under the Collective Bargaining Agreement.

11.03 Parental Leave

An employee shall, upon written request providing at least six (6)

weeks advance notice where possible, be granted parental leave to a maximum of **sixty-two (62)** weeks without loss, and with accrual of seniority. The leave must commence **and conclude** no later than **seventy-eight (78)** weeks after the birth of **the employee's** child.

The parental leave shall be without pay. Should an employee wish to continue to be covered by the benefits of the Health & Welfare Benefit Plan during the parental leave, **the employee** will be responsible for the full cost of the plan for the time that **the employee** is on leave. Should employees choose to not remain on the Health & Welfare Benefit Plan during the leave period, **they** will have **their** benefits reinstated upon **their** return to work.

An employee will give at least four (4) weeks' notice of the date that **the employee** wishes to return to work. Upon the employee's return to work, **they** shall be reinstated to the same position and rate of pay **in accordance with the employee's seniority** leave.

Parental leave may be taken in addition to any maternity leave.

11.04 Maternity Leave

- (a) Pregnant employees shall be granted voluntary maternity leaves without pay up to a maximum of **sixteen (16)** weeks upon request without loss and with accrual of seniority. The employee will submit **a** request for maternity leave, in writing, at least six (6) weeks prior to the date **the employee** intends to commence the leave, unless it is not possible to give the proper six (6) weeks' notice. If an employee is unable to give the proper six (6) weeks' notice, **the employee** will notify the Company of the reasons for not being able to give proper notice as soon as reasonably possible.

- (b) The Company may request a certificate from a qualified medical practitioner, certifying that the employee is pregnant and indicating the estimated date of confinement.
- (c) An employee may request the maternity leave to commence up to twelve (12) weeks prior to the estimated date of confinement. The Company shall cover the cost of benefits provided by the Health & Welfare Benefit Plan for the full period of the maternity leave.

11.05 Adoption Leave

- (a) An employee shall, upon written request providing a minimum of two (2) weeks' advance notice where possible, be granted an unpaid adoption leave to a maximum of thirty-seven (37) weeks without loss, and with accrual of seniority. If employees **are** unable to give the proper two (2) weeks' notice, **they** will notify the Company of the reasons for not being able to give proper notice as soon as reasonably possible.
- (b) The Company may request that the employee supply documentation confirming the adoption of the child and the expected or actual date of the adoption. The leave must commence no later than fifty-two (52) weeks after the adoption of **the** child.
- (c) Should employees wish to continue to be covered by the benefits of the Health & Welfare Benefit Plan, during the adoption leave, **they** will be responsible for the full cost of the plan during the adoption leave. Should employees choose to not remain on the Health & Welfare Benefit Plan during the leave period, **they** will have **their** benefits reinstated upon **their** return to work.

An employee will give at least four (4) weeks' notice of the date that **the employee** wishes to return to work. Upon the employee's return to work, **they** shall be reinstated to the same position or a position of a comparable nature if that position no longer exists at no less than the rate of pay that **the employee** had prior to the commencement of **the** leave.

11.06 Bereavement Leave

- (a) In the event of death in the immediate family of an employee, the employee will be granted leave of absence, with pay, to attend the funeral or to attend to other arrangements, at the time of bereavement, with consideration given to travel time. The length of such absence shall be mutually agreed to and will be dealt with on an individual basis **upon proof of death**. Requests shall not be unreasonably denied. "Immediate family" shall include: father, mother, legal dependent, sister, brother, spouse (including same sex and common law), child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, step-father, step-mother, **and foster parent**.
- (b) **Employees are also entitled to unpaid bereavement leave for the death of an aunt, uncle, niece, nephew, and a person that the employee isn't related to but considers to be like a close relative. The length of such absence shall be mutually agreed between the employee and Company and will be dealt with on an individual basis upon proof of death.**

11.07 Jury/Witness Service

When an employee is required, on **the employee's** scheduled work day, to serve on jury selection or jury duty, or is required to

attend court or hearings, etc., under summons or subpoena as a witness in a matter that does not directly involve the employee, the Company agrees to pay such employee the difference between jury pay or summons/subpoena pay and the employee's regular daily pay. This provision shall only apply provided the employee reports to work when not required for such service.

11.08 Military Leave

An employee who is a member of the Canadian Armed Forces and who is called to active duty will be granted a leave of absence in accordance with the Employment Standards Code.

The employee shall retain the seniority accumulated to the point of leave and shall accrue seniority during their absence.

The employee's accrued seniority shall permit **their** re-employment.

11.09 Personal Flex Days

An employee who has been employed for at least thirty (30) days is entitled to take up to five (5) days of unpaid leave during each calendar year to meet responsibilities related to:

- (a) The care, health, or education of a child in the employee's care;***
- (b) The care or health of any member of the employee's immediate family; or***
- (c) Other personal responsibilities.***

An employee wishing to take personal flex days must give the Company as much notice as reasonable and practicable

in the circumstances. The Company may require the employee to provide reasonable verification of the necessity of the leave. No leave will be unreasonably denied.

11.10 At a minimum, employees shall have all the rights and entitlements provided under the Alberta Employment Standards Act.

11.11 Citizenship Ceremony Leave

Employees shall be entitled to up to a half (1/2) day of Citizenship Ceremony Leave to attend a citizenship ceremony to receive a certificate of citizenship.

11.12 Compassionate Care Leave

Employees shall be entitled to up to twenty-seven (27) weeks' Compassionate Care Leave.

11.13 Critical Illness Leave

Employees shall be entitled to up to thirty-six (36) weeks' Critical Illness Leave for a child and up to sixteen (16) weeks' Critical Illness Leave for an adult.

11.14 Death or Disappearance of a Child Leave

Employees shall be entitled to up to fifty-two (52) weeks' Death or Disappearance of a Child Leave and up to one hundred four (104) weeks' Death or Disappearance of a Child Leave if the child has died as a probable result of a crime.

11.15 Domestic Violence Leave

Employees shall be entitled to up to ten (10) days' of Domestic Violence Leave.

Article 12 – Insurance Benefits

12.01 Insurance Programs

The Company will arrange coverage for the following plans in respect of each full-time employee and the employee's dependents, provided the employee has completed the required probationary period, and further provided the employee meets all of the enrolment and eligibility requirements of the individual insurance carrier.

- (a) Basic Health Insurance
- (b) Extended Health Plan
- (c) Dental Plan
- (d) Life Insurance
- (e) Accidental Death and Dismemberment
- (f) Short Term Disability Insurance
- (g) Long Term Disability Insurance
- (h) Vision Care Insurance
- (i) As of September 1st, 2010 the Company agrees to supply a prescription drug card with a five (\$5.00) dollar co-pay deductible for each time the card is used.

Employee percentage prescription drug co-pay share shall be ten (10%) percent.

12.02 Part-Time Employees

A part-time employee, who has worked an average of thirty-two (32) hours per week for thirteen (13) consecutive weeks will be eligible for full benefit coverage.

12.03 Premium Contributions

The Company pays the full premium cost to provide the above

insurance coverage, excluding Long Term Disability Insurance. The premium cost for the Long Term Disability Plan is paid by the employee and deducted on a monthly basis.

12.04 Plan Details

An outline of the coverage available under each of the insurance plans referred to in Article 12.01 above is contained in a separate document, a copy of which shall be provided to each employee.

12.05 Plan Text

The Company shall within thirty (30) days of the date of ratification provide the Union with accurate copies of the actual insurance plan text for all benefits provided to members of the bargaining unit. Should any of the above plans change through the term of this Collective Bargaining Agreement, the Company shall within thirty (30) days of such changes being implemented, provide the Union with accurate up to date copies of such insurance plans.

12.06 Sick Leave

All full-time employees shall accumulate eight (8) hours of sick leave credit for every three (3) months of completed service to a maximum of one hundred sixty (160) hours.

Effective August 31st, 2016, all full-time employees shall accumulate ten (10) hours of sick leave credit for every three (3) months of completed service to a maximum of one hundred sixty (160) hours.

These sick leave credits are intended for the sole purpose of protecting employees against loss of income when they are legitimately ill.

Employees who are absent due to illness on more than three (3) occasions within a twelve (12) month period will be required to provide a doctors certificate (at the Company's expense) verifying the illness or injury for any subsequent absences the remainder of the year (Definition of twelve (12) month period is the start date through December, or January through December).

12.07 Should an employee be required to obtain a medical certificate in order to perform duties after two (2) years of seniority by virtue of a regulatory body, the Company will pay the full cost to obtain the certificate.

12.08 Core-Mark RRSP Information

- (a) Employees are eligible to enter the RRSP after **forty-five (45)** days of continuous employment. Company contributions become effective on the employee's one (1) year anniversary.
- (b) Participants can contribute up to ten (10%) percent to the RRSP on a pre-tax basis.
- (c) Core-Mark matches fifty (\$0.50) cents for each dollar contributed (only on the first six (6%) percent contributed).
- (d) Both employee and matching contributions are posted biweekly (usually on payday).
- (e) Matching contributions are immediately vested one hundred (100%) percent.

Article 13 – Labour Management Relations

13.01 Joint Consultations

The Company and the Union recognize the mutual value of ongoing joint consultations in matters pertaining to working conditions, supervision, and Labour/Management relations generally. Company Representatives, Union Stewards, and the Union Representative if available, will meet at least every **quarter (1/4)** for the purpose of discussing matters of concern and benefit, including matters of safety. The Company agrees to **schedule these meetings at the beginning of the year and will** notify the Union Representative at least one (1) week in advance of **any changes to** the scheduled meeting.

Article 14 – Notice Board

14.01 Union Notices

The Union will provide a lockable bulletin board at a location designated by the Company, which will be installed by the Company which is accessible to all employees. This bulletin board is for Union information only. The Union will be responsible for all maintenance and repair of the bulletin board.

The Union will provide the Company in writing with names of all Shop Stewards.

Article 15 – Safety Gear/Clothing/PPE

15.01 The Company will reimburse each employee one hundred sixty (\$160.00) dollars every year for the purchase of (CSA) approved safety boots or shoes **or clothing of the employee's choice**

for work upon proof of purchase.

The Company agrees that any unused funds **each year** left from the purchase of Safety Boots may be used to purchase additional **clothing or** safety equipment **for that year only**, up to the maximum amount allotted in the paragraph above. **Any unused funds do not accrue from year to year.**

All employees, without exception, shall be required to wear such safety boots or shoes in order to be eligible for work.

New employees, after completion of their probation period, will be eligible for such reimbursement. New employees, who resign their employment within the first twelve (12) months, shall be required to repay fifty (50%) percent of their boot allowance from their pay.

15.02 Work Clothes

As per our discussion in the contract negotiations, the Company has and will continue to provide without cost to the employee, wearing apparel where it is required to those employees who make application for the above-mentioned.

Article 16 – General

16.01 The Company acknowledges the employee's contribution to its success and agrees to treat all employees in accordance with the Collective Bargaining Agreement. Management will treat employees and employees will treat Management and other employees with dignity and respect.

16.02 Harassment

We are also committed to providing a work environment that is pleasant, conducive to co-operative productivity, and characterized by mutual respect. Accordingly, the kind of conduct described as harassment below cannot be tolerated in the work place or in connection with employment, even though off Company premises. In addition, we will endeavor to protect employees, to the extent possible, from harassment by non-employee contractors and vendors in the work place.

Harassment is defined as unwelcome **behaviour**, sexual advances, requests for sexual favors, material and comments relating to **grounds listed under the Alberta Human Rights Act, including** sexual matters, age, disability, race, colour, religion, gender, national origin, marital status, medical condition, or physical contact of a sexual nature which could create an intimidating, hostile, or offensive work environment.

Employees who experience or become aware of any form of harassment in the work place are required to report same to **their** supervisor or Manager, **Human Resources**, or any Officer of the Company immediately. Reports of harassment will be investigated by **Human Resources** or **their** designee. Investigations will be initiated immediately and conducted in a confidential manner as is compatible with a thorough investigation. Should an investigation determine that harassment has occurred the employee found to have violated this policy will be subject to disciplinary action up to and including termination.

- 16.03 The Company shall comply with the Occupational Health and Safety Act and all other relevant legislation in the area of health and safety.
- 16.04 The Safety Committee will have regular meetings according to

the Company's policy and will be made up of equal representation of members from day shift and night shift. The Union shall appoint the appropriate number of members to participate in these meetings.

16.05 The Company shall allow all employees to carry and access bottled water to be carried in a sport bottle.

16.06 Food Safety

The Company and employees shall ensure that food safety is given a very high priority and shall not be compromised.

Article 17 – Phased-in Retirement

17.01 Only full-time active employees aged fifty-five (55) years or older will be eligible for the option of phased-in retirement under this Article, upon application.

17.02 Eligible employees may apply to participate in this option. Applications may be granted at the Company's discretion, subject to the needs and efficient operation of the business. The Company has the ability to limit the number of employees working under the terms of this Article. Requests will not be unreasonably denied.

17.03 Subject to the terms of this Article, successful applicants will remain in their current shift and have their basic work week reduced by eight (8) hours each week, or ten (10) hours per week in the case of an employee on ten (10) hour shifts.

17.04 Employees working under the terms of this Article will:

- (a) maintain the wage rate in the wage scale as their seniority dictates;**
- (b) be scheduled by the Company based on business needs and are not guaranteed consecutive days off;**
- (c) receive overtime pay as a part-time employee under Article 8.03(a);**
- (d) continue to be eligible for Insurance Benefits and the Insurance Programs under Article 12, subject to any eligibility requirements for such benefits (employees working eight (8) hours per day are entitled to benefits provided they work thirty-two (32) hours per week, and employees working ten (10) hours per day are entitled to benefits provided they work thirty (30) hours per week);**
- (e) be able to schedule vacation like a full-time employee; and**
- (f) be paid vacation pay under Article 10 like a full-time employee.**

17.05 Employees can only elect this option once in their careers.

17.06 An employee will only be able to revert to regular full-time status as a result of a life-changing event (i.e., divorce, separation, death/illness of a partner) and subject to the following conditions:

- (a) Reversion to full-time status is at the Company's discretion;**
- (b) There must be a vacant full-time position available; and**
- (c) The employee will have no ability to bump another full-time employee without the Company's consent.**

Article 18 – Term of Agreement

18.01 Term

This Agreement shall be in full force and effective September 1st, **2021**, to August 30th, **2024**, and from year to year thereafter, however either party may not less than sixty (60) days or more than one hundred twenty (120) days before the expiry date give written notice to the other party to terminate or to negotiate revisions to the Agreement.

18.02 Continuation

In the event that either party gives notice to the other party, in accordance with Article **18.01** above, this Agreement shall continue in effect without change until such time as the Union serves notice of strike, or the Company serves notice of lockout, in accordance with the Alberta Labour Relations Code.

Signed this _____ day of _____, **2023.**

CORE-MARK INTERNATIONAL
INC.

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

Company Committee:

Heather Allan
Warren Barclay
Ron Burden
Debbie Clayton
Tom Ross

Bargaining Committee:

Tracey Bergman (Calgary)
Dina Chait-sok (Calgary)
Xiangyang Hu (Edmonton)
Iren LaRouche (Calgary)
Smail Sahuric (Calgary)
Abdi Guled
Jason Gutierrez
David Smith
Chris O'Halloran

This Agreement was ratified on ***January 13th, 2023*** in Edmonton.
This Agreement was ratified on ***January 14th, 2023*** in Calgary.

APPENDIX "A"

Shippers/Receivers/Dry Room/Loaders Premium

Effective date of ratification (February 14th, 2023), a one (\$1.00) dollar per hour premium will be paid to Shippers/Receivers/Dry Room/Loaders for all hours worked.

Freezer Room Premium

Effective date of ratification (**February 14th, 2023**), a **one dollar and fifty (\$1.50) cent** per hour premium will be paid to employees assigned to the Freezer Room for all hours worked.

Lead Person Premium

Effective date of ratification (February 14th, 2023), a premium of one (\$1.00) dollar per hour will be paid to the lead person for all time so appointed.

Service Recognition Premium

Clarify as follows:

All employees that have over ten (10) years of seniority shall receive one (1) additional paid holiday. All employees that have over eleven (11) or more years of seniority shall receive an additional paid holiday (for clarification, two (2) days maximum in each vacation year going forward).

Long-Term Service Premium

Upon the completion of ten (10) years of service with the Company, an employee will be paid a premium of sixty-five (\$0.65) cents per hour for each hour worked.

Appendix A – Wages

Tier 1

Warehouse	Current	September 1 st , 2022	September 1 st , 2023
12 months	\$23.99	\$24.63	\$25.37
36 months	\$27.95	\$28.69	\$29.55

Tier 2 (Employees hired after June 22nd, 2009)

Warehouse	Current	September 1 st , 2022	September 1 st , 2023
Start	\$22.15	\$22.74	\$23.42
3 months	\$22.55	\$23.15	\$23.84
12 months	\$23.05	\$23.66	\$24.37
24 months	\$23.55	\$24.17	\$24.90
36 months	\$24.05	\$24.69	\$25.43
48 months	\$24.55	\$25.20	\$25.96
60 months	\$25.05	\$25.71	\$26.48

Part-time (Employees hired after June 22nd, 2009)

Warehouse	Current	September 1 st , 2022	September 1 st , 2023
Start	\$21.10	\$21.66	\$22.31
3 months	\$21.70	\$22.28	\$22.95
12 months	\$22.55	\$23.15	\$23.84

Drivers:

Class 1 Drivers	Current	September 1 st , 2022	September 1 st , 2023
Start	\$27.35	\$28.07	\$28.91
3 months	\$28.65	\$29.41	\$30.29
12 months	\$29.00	\$29.77	\$30.66
36 months	\$30.00	\$30.80	\$31.72
48 months	\$30.50	\$31.31	\$32.25
60 months	\$30.85	\$31.67	\$32.62

Class 3/5 Drivers	Current	September 1 st , 2022	September 1 st , 2023
Start	\$24.25	\$24.89	\$25.64
3 months	\$25.30	\$25.97	\$26.75
12 months	\$25.70	\$26.38	\$27.17
36 months	\$26.65	\$27.36	\$28.18
48 months	\$27.30	\$28.02	\$28.86
60 months	\$27.85	\$28.59	\$29.45

Signing Bonus

All employees employed as of the date of ratification (February 14th, 2023) will receive a lump sum signing bonus of two thousand (\$2,000.00) dollars each net of taxes to each employee (i.e., the Company pays all applicable taxes so that employees receive two thousand (\$2,000.00) dollars after taxes).

Letters of Understanding

Letter of Understanding #1 – Red Circled Part-Time Employees

As of July 30th, 2009 in Calgary, the current part-time employee will be red circled and not be adversely affected by the new language dealing with part-time employees hired after these dates. That person will continue to be afforded all rights and benefits that they currently enjoy.

Letter of Understanding #2 – One Collective Bargaining Agreement

Edmonton and Calgary shall be negotiated and operate under the same Collective Bargaining Agreement with any exceptions to either location as stipulated in the body of the Collective Bargaining Agreement.

Edmonton and Calgary facilities will be under separate certificates and will vote independently.

Signed this _____ day of _____, **2023.**

CORE-MARK INTERNATIONAL
INC.

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

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This Agreement was ratified on ***January 13th, 2023*** in Edmonton.
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