

COLLECTIVE AGREEMENT

Between

ARAMARK REFRESHMENT SERVICES

A division of

ARAMARK CANADA LTD.

Edmonton, Alberta

And

United Food and Commercial Workers Canada Union,
Local No. 401

Renewal: November 2nd, **2026**

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THIS AGREEMENT made this ____ day of _____, A.D. ____.

BY AND BETWEEN:

ARAMARK REFRESHMENT SERVICES

A division of

ARAMARK CANADA LTD.

(hereinafter referred to as “the Company”)

OF THE FIRST PART

- and -

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

(hereinafter referred to as “the Union”)

OF THE SECOND PART

WHEREAS the Company and the Union desire to promote and maintain conditions which will promote a harmonious relationship between the Company and the employees covered by the terms of this Agreement and desire to provide guidelines for the prompt and equitable disposition of grievances which may arise between them.

Article 1 – Definitions

- 1.1 (a) Employee – The term “employee” as used in this Agreement includes all employees of the Company as defined herein except as specified in Article 1.2.
- (b) Seniority – The term “seniority” as used in this Agreement shall mean the time spent as an employee from the most recent date of hire by the Company in a position or positions within the bargaining unit.

1.2 Employees Outside the Bargaining Unit

Article 1.1 shall not apply to those employees excluded by the Labour Relations Code of Alberta.

1.3 Number and Gender

Throughout this Agreement, when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine, as the case may be, were expressed.

Article 2 – Scope

2.1 The Company recognizes the Union as the sole agent for the purpose of collective bargaining for all employees coming under the provisions of this Agreement, as defined in Article 1 of this Agreement, save and except the Office Manager, two (2) Office Supervisors, one (1) Warehouse Supervisor, persons above the rank of Supervisor, Sales Staff, and one (1) Clerical Assistant to the Office Manager.

2.2 No Discrimination

There shall be no discrimination against any employee because of Union activities.

2.3 Non-Discrimination

The parties subscribe to the principles of the Alberta Human Rights Act and agree there shall be no discrimination against any employee on the basis of the protected grounds set out in the applicable Alberta Human Rights Legislation or for participation in Union activities.

Article 3 – Relationship

- 3.1 The Union recognizes that it is the Company's exclusive right to operate and administer its affairs and no Union activity shall be carried on at the premises of the Company except as specifically authorized by the provisions of this Agreement.
- 3.2 There shall be no strikes or lockout during the term of this Agreement in accordance with the Alberta Labour Relations Code.
- 3.3 No work shall be performed within the bargaining unit by persons outside the bargaining unit except in the event of an emergency, a situation which is beyond the control of the Company, or for the purpose of training and/or instruction.
- 3.4 An authorized representative of the Union shall be permitted, after providing reasonable notice to the Manager or *their* designate, to talk with employees regarding Union matters during regular working hours. Time taken for such interviews with an employee in excess of five (5) minutes shall not be on Company time.

The Company will work with the Union Representative to facilitate both the interviewing of employees and visits to the facilities.

Article 4 – Management Functions

- 4.1 The Union acknowledges and agrees that the Company shall continue to reserve all the rights, power, and authority to manage its operation and business and to direct the working forces except as otherwise abridged or surrendered by the expressed provisions of this Agreement. Without restricting the generality of the foregoing, the exercise of such rights by the Company shall include:
- (a) To maintain order, discipline, and efficiency;

- (b) To hire, direct, discharge, classify, transfer, lay-off, recall, and suspend or otherwise discipline employees except at a claim by an employee that **they have** been discharged, or disciplined without reasonable cause, or improperly classified, transferred, laid off, or recalled may be the subject of a grievance and dealt with in accordance with the grievance procedure as set out in Article 7;
- (c) To make, enforce, and revise from time to time rules and regulations relating to discipline, safety, and the general conduct of the employees. In this regard, the Company will advise the Union of any new rules at least five (5) working days prior to the implementations of such new rules;
- (d) To determine the number of personnel required from time to time, the standards of performance of employees, the schedules of work, schedules of vacations, the services to be performed, the methods, procedures, machinery, and equipment in connection therewith, and the extension, limitations, curtailment, or cessation of operation.

4.2 The Company agrees that these functions will be exercised in a manner not inconsistent with the other provisions of this Agreement.

Article 5 – Union Establishment

5.1 The Company agrees to retain in its employ within the bargaining unit, as outlined in Article 1 of this Agreement, 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, whether a part-time or full-time employee, 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.

5.2 Deduction of Union Dues, Initiation Fees, and Assessments

The Company agrees to deduct from the regular pay cheque of each employee, upon proper authorization from the employees affected, initiation fees, Union dues, and assessments as authorized by the Union. Monies deducted during any month shall be forwarded by the Company to the Union not later than the tenth (10th) day of the following month, and accompanied by written statement of the names of the employees for whom the deductions were made and the amount of each deduction.

The Company agrees to include total annual dues on T-4 slips.

The Company further agrees 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 deduction.

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

5.3 *In the event of a shortfall in the collection and remittance of Union dues, the Union shall notify the Company in writing within one hundred and twenty (120) days of when the Union ought to have known of the shortfall. This notification shall include, where the Union has the information, the total amount of the shortfall and the employees that the shortfall relates to. The Company shall thereafter make the required deduction from the affected employees and make the remittance to the Union office. If within sixty (60) days of being notified, the Company has failed to comply with the Union's notification, the Company will be responsible for making the payment to the Union office itself.*

5.4 Names of employees covered by this Agreement hired, discharged, or employees who have left the employ of their own accord will be forwarded to the Union office as changes occur.

5.5 The parties subscribe to the principles of the Personal Information Protection Act.

Article 6 – Union Stewards

- 6.1 The Union will elect or appoint Union Stewards who have completed the probationary period, whose duties shall include assisting employees in the presentation of grievances to the designated representative of the Company in accordance with the grievance procedure.
- 6.2 The Union shall keep the Company notified in writing of the name of the Union Stewards and the effective date of the appointment. The Company shall not be required to recognize the Union Stewards until so notified in writing.
- 6.3 It is understood that the Union Steward has **their** regular work to perform and if it is necessary to serve a grievance during working hours, **they** will not leave **their** work without first obtaining permission from **their** Supervisor. When returning to **their** regular work, **they** will report to **their** superior and give a reasonable explanation for **their** absence.
- 6.4 In accordance with the understanding of Article 6.3 above, the Union Steward will be compensated for reasonable time spent during **their** working hours in processing of grievances up to a maximum of one (1) hour in any one (1) week.

Article 7 – Grievance Procedure

A difference between the parties as to the interpretations, application, operation, or any contravention or alleged contravention of the terms and provisions of this Agreement shall be considered a grievance.

The Union or the Company may present a written grievance.

- 7.1 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible and it is generally understood that employees should attempt to give their immediate Supervisor, or in **their** absence, the Operations Manager an opportunity to adjust the complaint. The immediate Supervisor or in **their** absence, the Operations Manager shall render **their** decision within two (2) working days.
- 7.2 If an employee has any complaint or question which **they** wish to discuss with the Company, the employee may either alone or with the assistance of **their** Union Steward, discuss the matter with the employee's immediate Supervisor, or in **their** absence, the Operations Manager. The employee may request the Union Steward to act on **their** behalf in the presence of the employee in order to achieve a resolution.
- 7.3 If such complaint or question is not settled to the satisfaction of the employee concerned or the Union, the following steps of the grievance procedure may be invoked. Time constraints in the grievance procedure may be extended by written mutual agreement.

Step #1: The Union may present, either alone or in the presence of the employee, the grievance to the Operations Manager. Such grievance shall be in writing and shall be presented within **thirty (30) calendar** days of the date of the alleged occurrence said to have caused the grievance. The Operations Manager or **their** designated representative shall give **their** reply in writing within ten (10) working days.

Step #2: If such reply is not satisfactory, the Union may forward the grievance in writing to the District Manager within **thirty (30) calendar** days of the Step #1 reply. The District Manager shall reply within ten (10) working days.

- 7.4 If the grievance is not settled, either party may submit the grievance to arbitration as outlined in Article 8.
- 7.5 A Policy Grievance: a dispute involving a question of general application, interpretation, and affecting a group of employees, shall be reduced to writing and submitted at Step #1 of the grievance procedure. A policy grievance can be filed by a Union Representative.
- 7.6 In determining the time limits in this article, Saturdays, Sundays, and Statutory Holidays shall be excluded.

Article 8 – Arbitration

- 8.1 Notice of arbitration must be submitted to the other party within thirty (30) working days after the grievance was dealt with as outlined in Step #2 of the grievance procedure.
- 8.2 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 8.3 No person shall serve on a Board of Arbitration who is involved or directly interested in the controversy under consideration. Grievances submitted to an Arbitration Board shall be in writing and shall clearly specify the nature of the issues. In reaching its decision, the Board of Arbitration shall not be vested with the power to change, modify, or alter this Agreement in any of its parts. The expenses of the impartial chairman shall be borne, equally, by the Company and the Union, unless otherwise provided by law.

The findings and decision of the Board of Arbitration shall be binding and enforceable on all parties.

- 8.4 The parties may mutually agree that a sole arbitrator shall be appointed in place of the Board of Arbitration. The sole arbitrator

shall have the same powers as the Board of Arbitration and the parties shall jointly bear the expense of the sole arbitrator.

- 8.5 If within ten (10) working days after such written notice for arbitration, the parties have failed to agree upon an arbitrator, either party may request the Director of Mediation Services for the Province to appoint an arbitrator.

Article 9 – Seniority

- 9.1 An employee shall be considered on probation and shall not be placed on the seniority list until **they have** completed sixty (60) days work. On completion of the probationary period, an employee shall be considered to have seniority dating back to the commencement of the probationary period. Probationary employees shall not have access to the grievance procedure with respect to performance related discipline or termination of employment. The decision whether to retain a probationary employee or not is at the sole discretion of the Company.

- 9.2 The Company shall forward a seniority list to the Union every **three (3)** months, if changes occur.

There shall be a seniority list for all employees which shall indicate the name, classification, and the most recent date of hire by the Company, **and the seniority date**.

- 9.3 An employee shall lose seniority and be deemed terminated if the employee:

- (a) Voluntarily quits or resigns;
- (b) Is discharged for just cause and not reinstated through the grievance procedure;
- (c) Is laid off for a period of more than **one (1) year**;

- (d) Fails to signify **their** willingness to return to work within **five (5)** days after being recalled or fails to report for work within **seven (7)** days after agreeing to a recall.

It is agreed that employees laid off are subject to recall providing they keep the Company informed of their current address and telephone number. The Company shall forward a registered letter to the last known address, and if the employee fails to report for work, such employee shall forfeit all seniority rights;

- (e) Is absent from work for **three (3)** consecutive days or more without having obtained written authorization for the leave of absence or is absent without valid reason;
- (f) Fails to return to work following an illness or accident after the Company has been notified by the employee's doctor or Workers' Compensation that the employee is able to return to work;
- (g) If an employee on a leave of absence takes employment other than that declared and agreed upon when applying for the leave of absence.

9.4 An employee who is promoted out of the bargaining unit will retain **their** seniority for the trial period and subject to the terms accorded in Article 11.4.

Article 10 – Layoff and Recall

10.1 In the event of a reduction in the workforce, the most junior employee shall be the first to be laid off, provided the employees retained are qualified to perform the work remaining by virtue of having satisfactorily performed the work which is available.

10.2 The most senior person on the recall list shall be recalled to work provided **they are** qualified by virtue of having satisfactorily performed the work which is available.

Article 11 – Job Posting

11.1 All vacant and all new positions in Edmonton Refreshment Services (bargaining unit and non-bargaining unit) shall be posted on the bulletin board for a period of five (5) working days.

11.2 The most senior applicant shall have preference to bargaining unit positions, provided **they have** the skill, ability, and qualifications necessary to perform the job. Where no suitably qualified internal applicant is available, hiring may be done from outside the bargaining unit.

11.3 All applications must be submitted to the immediate Supervisor in writing.

11.4 An employee awarded a position shall be subject to a trial period of sixty (60) worked days. In the event that an employee does not demonstrate **their** ability to perform the work to the Company standards, **the employee** shall be transferred back to **their** previous position.

Article 12 – Discipline and Discharge

12.1 Any employee shall have the right to have a Union Steward or Union Representative present at any meeting that the employee believes may be disciplinary in nature. The date, time, and place of such meetings shall be scheduled in advance in order for the Union Steward or Union Representative to be present, and will not be unreasonably delayed. It is the responsibility of the employee to contact the Union Representative or Union Steward and advise them of the date and time of such meeting. Any written discipline

arising from the meeting will be provided within two (2) days to the Union and the employee.

If a difference arises between the Company and an employee, or between the Company and the Union, concerning the interpretations, application, or any alleged violation of the Agreement, the employee(s) shall continue to work in accordance with the Agreement until the difference is settled.

- 12.2 Disciplinary notices against employees shall be stricken from the employee's record eighteen (18) months from the date of issue, providing that no other instance of disciplinary action has been recorded during that period of a same or similar nature. Discipline related to the employee's work driving record or driving behaviour shall be stricken from the employee's record twenty-four (24) months from the date of issue, provided no other driving offence occurs within the twenty-four (24) months.
- 12.3 A claim by an employee who has completed **their** probationary period, that **they have** been discharged from **their** employment without just cause, shall be considered a grievance to be submitted in writing as Step #1, in accordance with Article 7 of this Collective Agreement, within **fifteen (15)** working days from the date of discharge.
- 12.4 Any employee found through the grievance procedure or arbitration to have been discharged without just cause shall be reinstated to **their** former position no later than two (2) weeks following the decision.
- 12.5 In determining the time limits of this article, Saturdays, Sundays, and Statutory Holidays shall be excluded.
- 12.6 The employee shall have reasonable access to **their** personnel file upon request with reasonable notice to **their** Manager.

Article 13 – Leave of Absence

- 13.1 The Company may grant a leave of absence without pay, or benefits, to an employee for personal reasons. Such leave of absence shall not exceed six (6) months.

It is understood that the foregoing leave may be extended by the Company, and subject to operational requirements, upon written request from the employee no later than two (2) weeks prior to the completion of the original leave.

- 13.2 The Company agrees to allow time off work without pay for employees selected to attend seminars, Union conventions, Union business, and negotiations. The Union will give the Company two (2) weeks' written notice. Subject to the operational needs, no request will be unreasonably denied.

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

- 13.3 If an employee is selected for a full-time position with the Union, **they** shall be granted a leave of absence in writing without pay or benefits for a period of up to one (1) year. Such leave of absence may be extended for an additional year.

- 13.4 All requests for leaves of absence will be in writing with fourteen (14) days' notice and will specify the reason for the leave of absence. Each request will be considered on an individual basis. Notice will not be required for bereavement or compassionate leave.

- 13.5 During negotiations once the original seven (7) days' notice has been given to the Company, it will not be necessary for the Union to repeat said seven (7) days' notice to the Company for subsequent meetings.

13.6 Bereavement Leave

- (a) In the event of the death of a mother, father, spouse (including same sex and common law), child, brother, or sister, an employee will be allowed a maximum of five (5) working days off with pay for attendance at the funeral. In the event of the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt, or uncle, an employee will be allowed a maximum of three (3) working days off with pay, and may request **three (3)** unpaid days of leave.
- (b) It is understood that satisfactory proof of death may be required by the Company in the above cases.
- (c) It is understood that payment will not be made where the employee is on scheduled days off, absent due to illness or accident or on a leave of absence.
- (d) When a death occurs during an employee's vacation as per (a) or (b) above, the employee shall be allowed to extend their vacation for the amount of days missed.

13.7 (a) Maternity Leave

An employee, upon **their** written request for maternity leave, is entitled to a leave of absence without pay for a period of up to **seventeen (17)** consecutive weeks. The Company may require the employee to provide a doctor's certificate indicating the employee's general condition and predicted delivery date.

The employee must notify the Company in writing four (4) weeks prior to **their** intention to commence the leave and provide a planned date of return. The employee shall make every effort to give at least four (4) weeks' written notice of **their** intention to commence the leave and a planned date of return.

In accordance with applicable provincial legislation, the employee will provide the requisite written notice and will return to **their** job, or a comparable position, following maternity leave.

(b) Parental Leave

An employee who becomes a natural mother or father, or who adopts a child is entitled to unpaid parental leave of up to thirty-seven (37) weeks. For birth mothers also taking maternity leave, the maximum entitlement to parental leave is thirty-five (35) weeks. The Company may require the employee to provide a doctor's certificate indicating the employee's general condition and predicted delivery date. The employee must notify the Company in writing four (4) weeks prior to **their** intention to commence the leave and provide a planned date of return. The employee shall make every effort to give at least four (4) weeks' written notice of **their** intention to commence the leave and a planned date of return.

Notwithstanding the above notice period, an adoptive parent will notify the Company when **they are** advised of the date of the adoption placement. The employee shall furnish proof of adoption with the written request for leave.

In accordance with applicable provincial legislation, the employee will provide the requisite written notice and will return to **their** job, or a comparable position, following parental leave.

(c) Maternity or Parental Leaves

Employees who elect to take consecutive maternity and parental leave will only be required to submit one (1) written request for the combined leave.

(d) Benefits During Maternity or Parental Leaves

Employees wishing to continue their health and welfare benefits during their maternity or parental leave will be required to pay their portion of the health and welfare premiums during the leave. Failure to do so will result in the benefits being discontinued.

13.8 Employees who are granted leaves of absence as per Article 13.1 and 13.3 shall pay one hundred (100%) percent of the cost of the benefits during the leave if the employee wishes to maintain **their** benefit coverage during **their** leave. Employees who are granted other leaves described in this article and wish to maintain their benefit coverage shall continue to pay their portion of the benefit cost for the duration of their leave.

13.9 Employees, summoned to jury duty or subpoenaed as a material witness for the Crown, shall be paid wages amounting to the difference between the amount paid them for such services and the amount they would have earned had they worked on such days. Employees on jury duty or serving as material witnesses for the Crown shall furnish the Company with such statement of earnings as the Courts may supply. This does not apply if the employee is summoned on **their** day off, or while on other paid or unpaid leave of absence; however, if an employee is summoned during their vacation, they will be given the opportunity to reschedule their vacation should they choose to do so.

Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty or when serving as material witness for the Crown and actual work on the job in one day shall not exceed a regular maximum shift for the purpose of computing over-time.

13.10 Paternity Leave

An employee about to become a **parent** shall be entitled to an unpaid leave of absence of up to two (2) days at the time of the birth of **their** child.

Article 14 – Statutory Holidays

14.1 Employees shall be granted the following Statutory Holidays:

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

14.2 To be eligible for holiday pay:

(a) An employee must work the regularly scheduled work day immediately preceding such holiday and the regularly scheduled work day immediately following such holiday unless absent due to vacation, approved leave of absence, certified illness, or lay-off not exceeding one (1) week's duration prior to or following the holiday.

(b) Reports to work on a General Holiday when **they are** required or scheduled to do so.

14.3 Holiday pay shall be equivalent to the employee's current hourly rate times the number of hours **they** would have worked on such a day had it not been a holiday.

14.4 For commissioned positions, Statutory Holiday pay is an average days' pay calculated on earnings in the previous thirteen (13) weeks.

14.5 (a) If an employee is requested by the Company to work on any of the holidays, and if **they are** otherwise qualified to be paid for that holiday, **the employee** will be paid at time and one half (1 1/2 X) **their** regular rate for the hours worked, plus **their** holiday pay.

(b) If an employee is requested by the Company to work on any of the foregoing holidays, and is not otherwise qualified to receive pay for such day, **the employee** will be paid at **their** regular hourly rate for the hours worked.

(c) If a holiday falls on Saturday or Sunday, the holiday shall be observed on either the Friday preceding or the Monday following the actual date. The Company will be allowed to schedule employees on either day but not both as a regular working day.

The Company is also allowed to schedule employees to work on Remembrance Day and Family Day and Civic Day as a regular working day and provide employees with a day off with pay as per the preceding paragraph.

14.6 Should a holiday occur during an employee's annual vacation and **the employee** would have otherwise been qualified for payment for that day, **they** will be given an additional day's pay in lieu thereof, or, at the Company's option, one (1) additional day of vacation.

Article 15 – Annual Vacation

15.1 The vacation entitlement year is July 1st of one year to June 30th of the subsequent year. Vacations shall be earned on the basis of service as of the established cut-off date of July 1st. Vacation

payment will be based on the applicable percentage of gross earnings in the preceding twelve (12) months.

15.2 Vacations with pay and payment for such vacations shall be granted on the following basis:

- (a) Less than one (1) year of service as of July 1st, one (1) day per month of service up to a maximum of ten (10) days with vacation pay of four (4%) percent.
- (b) After one (1) year of continuous service as of July 1st, three (3) weeks' vacation with vacation pay of six (6%) percent of gross earnings in the preceding twelve (12) months.
- (c) **After five (5) years of continuous service as of July 1st, four (4) weeks' vacation with vacation pay of eight (8%) percent of gross earnings in the preceding twelve (12) months.**
- (d) After nine (9) years of continuous service as of July 1st, **five (5)** weeks' vacation with vacation pay of **ten (10%)** percent of gross earnings in the preceding twelve (12) months.
- (e) After fourteen (14) years of continuous service as of July 1st, **six (6)** weeks' vacation with vacation pay of **twelve (12%)** percent of gross earnings in the preceding twelve (12) months.
- (f) After **nineteen (19)** years of continuous service as of July 1st, **seven (7)** weeks' vacation with vacation pay of **fourteen (14%)** percent of gross earnings in the preceding twelve (12) months.

15.3 Vacations are not cumulative from year to year and no employee may elect to receive pay in lieu of **their** vacation period.

15.4 Vacation periods shall be scheduled at times mutually agreeable to the Company and the employees. Requests for vacation from June 1st to September 30th of each year will be submitted by April 1st of

each year and granted prior to April 15th of same. In the event that an employee does not submit their request by April 1st, they will be scheduled any available weeks left open regardless of their seniority.

- 15.5 The Company in arranging the vacation schedule shall recognize the seniority and preferences of the employees. The Union and the Company agree that the vacation scheduling will then be arranged so as to ensure that a sufficient number of employees are always on duty in order to maintain the required degree of service.
- 15.6 It is understood between the parties that the Company may require an employee to defer any vacation entitlement over two (2) weeks at a convenient time.
- 15.7 Upon termination, the employee will be paid the applicable percentage (4%, 6%, 8%, 10%, 12%, or **14%**) in accordance with Article 15.2.

Article 16 – Hours of Work and Overtime

- 16.1 (a) The normal work week shall be forty (40) hours for all classifications except Customer Service Agents, whose work week shall be thirty-seven and one half (37 1/2) hours. It is understood that this shall not constitute a guarantee of the hours of work per day or of days of work per week or for any period whatsoever.
- (b) There shall be a definite starting time for each employee and the said starting time shall remain the same throughout the week, unless an unforeseen circumstance necessitates a change. With the exception of lunch and rest periods, daily hours of work shall be consecutive and the lunch period shall not exceed sixty (60) minutes. Work schedules for the warehouse and office shall be posted by Thursday noon for the

following week. If a new notice is not posted, then the former schedule of hours shall apply.

All employees who are scheduled to work a minimum of four (4) hours on a given shift shall be entitled to a paid fifteen (15) minute rest break. If an employee's shift is in excess of six (6) consecutive hours, they shall be entitled to a second, additional, fifteen (15) minute paid break.

(c) Provided it is a five (5) day operation, from Monday to Friday inclusive, there will be two (2) consecutive days off which are Saturday and Sunday.

16.2 Employees shall be paid at the rate of one and one half (1 1/2 X) times the regular hourly rate for all authorized hours worked in excess of eight (8) hours per day, or forty (40) hours per week; or seven and one half (7 1/2) hours per day or thirty-seven and one half (37 1/2) hours per week whichever applies in accordance with Article 16.1. All hours worked in excess of ten (10) hours per day shall be paid at the rate of double (2X) the regular hourly rate. Overtime will not be paid unless it has been approved by Management prior to being worked.

16.3 Overtime which can be scheduled in advance will be offered in accordance with seniority, provided the employee is qualified to do the work. If no qualified employee is willing to perform the work, it will be assigned by the Company to the most junior qualified employee available.

For overtime which cannot be scheduled in advance, it will be assigned first to the employees on shifts in the classification, and then employees in all other classifications qualified to do the work.

16.4 The Company shall advise employees of overtime on Statutory Holidays, three (3) days in advance and as far in advance as practical for weekend work.

16.5 On Call

All employees required to be on call shall receive a rate of fifty-five (\$55.00) dollars per week for being on call.

16.6 The Company shall supply a time recording system for employees to record all time worked. Copies of time sheets or time cards shall be maintained by the Company and made available to employees who may question their pay. Upon request by the Union, copies of any time sheets will be forwarded to the Union.

Article 17 – Health and Welfare Benefits

17.1 The following benefits are provided for full-time eligible employees effective the first (1st) of the month following three (3) months of employment, subject to the terms and conditions of the carrier.

The Company agrees that there will be no reduction in benefits during the term of the Collective Agreement.

17.2 Group Insurance

The Company contributes sixty (60%) percent of the monthly billed premium for the following Group Insurance Plan effective November 1st, 2017 and throughout remainder of the Agreement.

The Company will implement a Direct Drug Card.

1. Life Insurance – double (2X) the employee's annual salary.
2. Accidental Death and Dismemberment (A.D.& D.) – up to the value of the life insurance.
3. Extended Health Plan – twenty-five (\$25.00) dollars deductible per year with one hundred (100%) percent co-insurance.

4. Vision Care – maximum of two hundred fifty (\$250.00) dollars benefit every two (2) years.

Dental

The Company pays fifty (50%) percent of a Dental Plan as described in the Employee Benefit Booklet and the employee will pay for the remaining fifty (50%) percent of the Dental Plan.

Annual Maximum: One thousand, five hundred (\$1,500.00) dollars per covered individual per calendar year.

Pre-Determination of Benefits

Any dental services recommended by your dentist that will cost in excess of five hundred (\$500.00) dollars should be pre-authorized by the insurance carrier.

Wage Continuation

The Company pays one hundred (100%) percent of the Short Term Disability Plan paying two-thirds (2/3) of salary to the E. I. maximum. The plan is one to four to seventeen (1-4-17): benefits start effective the first (1st) day of accident or hospitalization or on the fourth (4th) day of illness and continue up to seventeen (17) weeks.

Long Term Disability

The Company contributes fifty (50%) percent of the monthly billed premium for a Long Term Disability Plan which pays two-thirds (2/3) salary to four thousand five hundred (\$4,500.00) dollars maximum per month.

Provincial Medical Plan

The Company contributes one hundred (100%) percent of the monthly billed premiums for the Provincial Health Insurance Plan.

Pension Plan

The Company provides a Pension Plan as described in the Employee Benefit Booklet. All employees covered by this Agreement shall join the Company's Pension Plan in accordance with the regulations of such plan.

Health Spending Account

The Company will set-up a Health Spending Account of three hundred (\$300.00) dollars per calendar year to each employee starting in January 2025.

Please refer to the Company's Health Spending Account Manual.

17.3 Premium Reduction

In the event that any Company paid premiums for benefits covered under this Collective Agreement are subsequently reduced and/or eliminated for any reasons, such premium reduction and/or elimination shall be the sole property of the Company.

17.4 Sick Leave

Five (5) days sick leave if ninety (90) days to one (1) year of service.

Eight (8) days sick leave if more than one (1) year. All days to be per calendar year, non-accumulative.

For commissioned positions, sick pay is an average days' pay calculated on earnings in the previous thirteen (13) weeks.

17.5 Notification of Absence

An employee unable to report to work due to sickness or other justifiable reason shall notify **their** immediate Supervisor as early as possible, and in any event, not later than one (1) hour before commencement of the shift **the employee** was due to report for.

17.6 When notifying the Company of an absence, an employee must give an estimated date of return. If **the employee** is unable to return on that date, a new return date must be given to the Supervisor on or before the original estimated date of return.

17.7 If an employee is absent from work due to illness, the Company may request medical evidence of the employee's condition.

17.8 An employee who is absent from work due to occupational injury or illness may be required to perform modified duties providing they have been authorized to do so by their attending physician.

Article 18 – Wages

18.1 Appendix "A" Wages forms part of this Collective Agreement.

18.2 Employees shall be paid on a Wednesday on a bi-weekly basis.

18.3 When a new job classification is established by the Company, the Union shall be advised. A rate shall be set by the Company. If, after a trial period of thirty (30) days, the Union deems the adjustment made by the Company to be unsatisfactory, the dispute shall be settled pursuant to the grievance procedure herein provided.

18.4 Employees working in a higher classification will be paid the higher rate in that classification. Employees working in a lower classification will continue to be paid at their current rate of pay.

Article 19 – Uniforms

19.1 Uniforms or protective clothing, as approved by the Company, shall be worn by all employees as follows:

All employees other than cafeteria workers will be supplied three (3) pairs of pants, four (4) shirts, and one (1) “three in one” jacket. Cafeteria workers will be provided cafeteria uniforms consisting of three (3) shirts, three (3) pairs of pants, and five (5) aprons. Replacements of uniforms shall be made on an as required basis at the discretion of the Management.

19.2 ***The Company will work with each employee to select one (1) pair of required shoes per calendar year through the Company’s approved supplier to a maximum of one hundred and forty (\$140.00) dollars at no cost to the employee.***

19.3 Any employee who terminates ***their*** employment for whatever reason shall return the complete uniform loaned to ***them***, with the exception of shoes. If not returned, the Company shall deduct the cost of the uniform from any monies owed to ***the employee***.

19.4 Uniforms

Employees are responsible for the care and maintenance of their uniform. In recognition of this, the Company will provide each employee with a ***five (\$5.00)*** dollar per week allowance on each pay cheque for uniform care and maintenance.

Article 20 – General

20.1 **Joint Labour Management Committee**

The Company and the Union agree to establish a Joint Labour-Management Committee that, unless mutually agreed otherwise, shall meet at a time convenient to both parties within ***five (5)*** days of

the request of the other party, to discuss any items that are of concern to either party arising out of the operations of the Collective Agreement and the operation of the facilities covered by the Collective Agreement.

The Company will record and post all minutes of these meetings on the bulletin board.

20.2 Sexual and Personal Harassment

The Company and Union recognize the rights of employees to work in an environment free from harassment. Where an allegation of harassment has been received by the Company, it will be investigated on a priority basis with the full cooperation and assistance of the Union. The Company agrees that the Company Policy on harassment will be made available to all employees.

20.3 Bulletin Boards

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

Article 21 – Health and Safety Committee

21.1 A Joint Health and Safety Committee will be established, comprised of up to three (3) bargaining unit employees and up to two (2) Management employees. The functions of this committee will be to inspect work areas and discuss safety matters once per month. Minutes of the meetings will be recorded and posted in the work place. The minutes shall contain concerns of the committee and proposed recommendations. The committee shall not have authority to alter any portion of this Collective Agreement.

These employees on the committee are entitled to their regular wages for time engaged in these duties, provided such time does not exceed two (2) hours a month.

21.2 The Company will comply with the provisions of the Alberta Occupational Health and Safety Act.

Article 22 – Expiration and Renewal

22.1 This Agreement shall be effective from November 3rd, **2022**, and shall remain in force until November 2nd, **2026**, and thereafter from year to year; but either party may, not more than one hundred twenty (120) days and not less than sixty (60) days before the expiry date or renewal date of such Agreement, give notice, in writing, to the other party to (a) terminate such Agreement or (b) to negotiate revisions thereof.

Should either party give notice pursuant to (b) above, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment until:

1. The Union serves notice of strike in accordance with the “Alberta Labour Relations Code” or;
2. The Company serves notice of lockout in accordance with the “Alberta Labour Relations Code”.

Signed this _____ day of _____, A.D. **2024**.

For the Company:

For the Union:

Company Committee:

Martin Campeau
Paul Smith
Amit Ghandi

Union Committee:

Doreen Sasseville
Shauna Robertson
Claire Griffith

This Agreement was ratified on ***December 11th, 2023***.

APPENDIX "A"
WAGES & CLASSIFICATIONS

		Nov 3, 2022	Nov 3, 2023	Nov 3, 2024	Nov 3, 2025
	Current	– Nov 2, 2023	– Nov 2, 2024	– Nov 2, 2025	– Nov 2, 2026
		2%	3%	4%	4.5%
Service Tech					
Start	\$19.99	\$20.39	\$21.00	\$21.84	\$22.82
6 Months	\$20.60	\$21.02	\$21.65	\$22.51	\$23.52
12 Months	\$22.89	\$23.35	\$24.05	\$25.01	\$26.14
24 Months	\$23.25	\$23.72	\$24.43	\$25.41	\$26.55
Refresh Plus					
Start	\$20.10	\$20.50	\$21.12	\$21.96	\$22.95
6 Months	\$20.72	\$21.13	\$21.77	\$22.64	\$23.66
12 Months	\$23.03	\$23.49	\$24.19	\$25.16	\$26.29
24 Months	\$23.50	\$23.97	\$24.69	\$25.68	\$26.83
Warehouse					
Start	\$18.65	\$19.02	\$19.59	\$20.37	\$21.29
6 Months	\$19.22	\$19.61	\$20.20	\$21.00	\$21.95
12 Months	\$21.53	\$21.96	\$22.62	\$23.53	\$24.58
24 Months	\$21.70	\$22.13	\$22.79	\$23.71	\$24.77
RSR – Weekly	\$332.79	\$339.45	\$349.63	\$363.62	\$379.98

RSRs Commission

Seven (7%) percent of Gross Profit Margin on amount up to **seven thousand (\$7000.00) dollars.**

Nine (9%) percent on amount of Gross Profit Margin on amount above **seven thousand (\$7000.00) dollars.**

Paid bi-weekly based on bi-weekly numbers – RSRs will be entitled to receive a copy of these numbers.

Signed this _____ day of _____, A.D. **2024**.

For the Company:

For the Union:

Company Committee:

Martin Campeau
Paul Smith
Amit Ghandi

Union Committee:

Doreen Sasseville
Shauna Robertson
Claire Griffith

This Agreement was ratified on ***December 11th, 2023***.