COLLECTIVE AGREEMENT

BETWEEN

Alsco Canada Corporation

AND

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

Renewal: ***December 31, 2028***

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Article 1 – Purpose

1.01 It is the purpose of this Agreement, in recognizing a common interest between the Employer and the Union in promoting the utmost cooperation and between the Employer and its Employees, to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable adjustment of grievances.

1.02 It is agreed that this Agreement is the only Agreement between the Employer and its Employees and that it supersedes any arrangements made or terms and conditions applicable to Employees before the signing of this Agreement.

1.03 The Employer agrees not to enter into any Agreement or contract with the Employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement or any applicable statute of the Province of Alberta or Dominion of Canada. Any such Agreement will be null and void.

1.04 To these ends, this Agreement is signed in good faith by the two ***(2) P***arties.

Article 2 – Term of Agreement

2.01 This Agreement shall be in force and effect from the date of the ratification up to and including ***December 31st, 2028,*** and from year to year thereafter.

2.02 Either Party may, by written notice to the other Party of not more than one hundred twenty (120) days but not less than sixty (60) calendar days prior to the expiration of this Collective

Agreement, advise of their intention to commence Collective Bargaining.

2.03 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been ratified by both Parties or until the requirements of the Alberta Labour Relations Code, RSA 2000, ***c.*** L-1 have been met.

2.04 Any notice required to be given in this Collective Agreement shall be deemed to have been sufficiently served if personally delivered, emailed, or mailed in a prepaid registered envelope addressed in the case of the Employer or designate of the Employer to:

14630 – 123rd Avenue, Edmonton, AB T5L 2Y4
7959 Edgar Industrial Dr; Red Deer, Alberta T4P 3R2
11202 89 Ave, Grande Prairie, AB T8V 5V8

and in the case of the Union to:

14040 128 Ave
Edmonton, AB T5L 4M8

Article 3 – Clarification of Terms

3.01 It is agreed that throughout this Agreement wherever the words “he” or “his” or “him” appear, it shall be construed as meaning any Employee, male or female covered by this Collective Agreement.

3.02 It is agreed that wherever the words “Employee” or “Employees” appear, it shall refer to any person or persons covered by this Agreement.

3.03 Emergency – For the purpose of this Agreement, emergency shall be defined as any sudden or unusual occurrence or condition that could not, by the exercise of reasonable judgment, have been foreseen by the Employer.

Article 4 – Strikes and Lockouts

4.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement.

4.02 The words “strike” and “lockout” shall be defined as in the Alberta Labour Relations Code, RSA 2000, c. L-1, as amended.

4.03 In the event of a breach of a violation of this Article, the Union, upon being informed thereof by the Employer, shall immediately notify the Employees it represents that such conduct and/or other work interferences is unauthorized and in violation of this Agreement, and direct those involved to immediately resume work. Further, upon being notified of any conduct or acts on the part of any of the Employees it represents in violation of this Article, the Union shall take immediate positive action to cause such conduct to be ceased.

Article 5 – Definitions

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

Article 6 – Recognition

6.01 The Employer recognizes the Union as the sole ***C***ollective ***B***argaining ***A***gency for all Drivers working in and out of Edmonton, Grand Prairie and Red Deer, Alberta in accordance with Certificate number C1997-2022 of the Alberta Labour Relations Board issued pursuant to the Alberta Labour Relations Code, RSA 2000, c***.*** L-1, as amended. For greater clarity, Drivers shall mean Route Sales Representatives, Shuttle Drivers, and Route Utility Drivers and shall not include persons who are agreed between the Parties to be excluded from the bargaining unit or who have been determined by the Labour Relations Board to be excluded from this Agreement under the provisions of the Labour Relations Code.

6.02 The Employer agrees to meet and negotiate with Union Representatives on matters pertaining to rates of pay, hours of work and other terms and working conditions of the Employees covered by this Agreement.

6.03 (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof, which is covered by this Agreement, is sold, leased, transferred or taken over by sale, lease, transfer, assignment, receivership or bankruptcy proceedings, or another ***l***imited Employer is set up to perform any of the functions previously performed by the Employer covered herein, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

(b) If at any time the Employer intends to sell, transfer or lease the entire operation or any part thereof, the Employer shall give notice of the existence of this

Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union, not later than the effective date of sale.

6.04 The Employer will supply a report to the Union ***Representative*** containing the following information on a mutually agreed data processing medium ***on a monthly basis:***

(a) ***F***ull name;
(b) ***E***mployee number;
(c) ***S***ocial insurance number;
(d) ***D***ate of birth;
(e) ***D***ate of hire;
(f) ***H***ome address (including City and Postal Code);
(g) ***P***hone number;
(h) ***C***urrent rate of pay;
(i) ***H***ours worked in the period***;***
(j) Vacation Date;
(k) Education and Training Fund hours;
(l) Notices of Leaves of Absence and Type;
(m) Balance of Accumulated Sick Leave Credits; and
(n) Termination Date and Reason for Termination if applicable.

6.05 The Employer's personnel not within the bargaining unit shall not perform the work normally done by bargaining unit Employees, except in cases of emergencies.

6.06 The Employer will provide the Union with a copy of policies and procedures relating to Employees' employment and/or discipline(s) upon request. No such request shall be unreasonably denied.

6.07 <u>Education and Training Fund</u>

The Employer agrees to contribute $3500.00 per year to the United Food and Commercial Workers Canada Union, Local No. 401 Education and Training Fund, beginning in 2027 on the following schedule:

- ***Three thousand five hundred ($3500.00) dollars on January 1st, 2027, for year 2027.***

- ***Three thousand five hundred ($3500.00) dollars on January 1st, 2028, for year 2028.***

<u>Article 7 – Scope</u>

7.01 This Agreement shall apply to all Route Sales Representatives, Shuttle Drivers and Route Utility Drivers employed by the Employer at its place of business located at 14630 - 123rd Avenue NW in the City of Edmonton, in the Province of Alberta; 7959 Edgar Industrial Drive in the City of Red Deer, in the Province of Alberta; and 11202 - 89th Avenue in the City of Grand Prairie, in the Province of Alberta, except those in a Supervisory capacity, those in a confidential capacity with a knowledge of Labour ***R***elations, office staff, Management trainees, persons who are agreed between the Parties to be excluded from the bargaining unit or who have been determined by the Labour Relations Board to be excluded from this Agreement under the provisions of the Labour Relations Code.

Article 8 – Legislated Minimums

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

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

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

Article 9 – Deemed Fairness Provision

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

Article 10 – Non-Discrimination

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

Neither party shall discriminate against any employee on the basis of Union activity, gender, LGBTQ2S+ identity, sexual orientation, gender identity, gender expression, religious beliefs, colour, race, place of origin, ancestry, age, marital status, source of income, family status, political affiliation, physical disability, mental disability, Union membership, participation in Union activities, or place of residence. The parties agree to act in accordance with the Alberta Human Rights Act and that the foregoing grounds are subject to the bona fide occupation requirements permitted in law. Any allegation of discrimination or harassment will accelerate to Step 2 of the grievance process.

10.02 The Union will not discriminate in its practices against persons, in accordance with the *Alberta Human Rights Act*, as amended.

Article 11 – Management Rights

11.01 The Union recognizes that the Employer shall have the sole and exclusive right, except as otherwise specifically limited by the express provisions of this Agreement, to determine all matters pertaining to the Management of its affairs, and that the direction of Employees is fixed exclusively in the Employer and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer to:

(a) Maintain order, discipline and efficiency;

(b) Determines the appropriate location of its place or places of business, the number of ***E***mployees to be employed, and the work to be performed at all such locations;

(c) Organize and reorganize the work of Employees;

(d) Direct the working force and to create new classifications and work units and to determine the number of ***E***mployees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;

(e) Hire, appoint, discharge, promote, demote, classify, transfer, lay-off, recall, suspend or otherwise discipline Employees;

(f) Discharge Employees for just cause;

(g) Make and enforce and alter from time to time rules and regulations to be observed by the Employees, which are not in conflict with any provisions of this Agreement;

(h) Determine and change the operations of the Employer; determine and change the locations where the Employer's operations are carried on; determine and change the methods of carrying out the Employer's operations; set reasonable standards for the performance of work; determine the work to be performed by Employees; and determine the time or times an Employee is to work;

(i) Determine the nature and kind of operations conducted by the Employer; the kind and location of equipment to be used; the extension, limitation, curtailment or

cessation of operations; the right to sell, merge, consolidate or lease its operations or any part thereof; and to determine all other functions and prerogatives heretofore vested in and exercised by the Employer which shall remain solely with the Employer***; and***

(j) In the event that the Union claims the Employer has exercised its rights in a discriminatory, arbitrary, or unjust manner, then such claim shall be considered a grievance and shall be dealt with in accordance with the terms of the Grievance Procedure as contained in this Agreement.

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

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

(a) ***R***etire;

(b) ***R***esign;

(c) ***F***ail to return to work at the expiration of an authorized leave;

(d) ***F***ail to respond to a recall notice within the time required under this Agreement;

(e) ***A***re discharged for just cause; or

(f) ***F***ail to report to work for five (5) consecutive shifts without providing the Employer with a reasonable explanation for the absence. For greater clarity, if the

Employee fails to report to work for less than five (5) consecutive shifts without providing the Employer with a reasonable explanation for the absence, the Employee shall continue to be subject to progressive discipline, up to and including termination for just cause.

Article 12 – Union Representation

12.01 ***A duly accredited Officer of the Union or Union Representative shall be admitted to the Employer's premises to attend meetings related to Employees and to observe working conditions subject to the conditions in this provision.***

The Union Representative(s) agrees to comply with the Employer's access rules, including provision of appropriate notice, and the Employer agrees to facilitate Union access to its members.

The Representative of the Union must provide at least ***reasonable*** advanced notice and must make arrangement with the General Manager of the Employer or the General Manager's designated Representative to visit the plant of the Employer. Such access shall not be unreasonably denied.

12.02 The Union shall appoint Shop Stewards (***o***ne (1) at each location) and shall notify the Employer in writing of such appointment. The Employer shall recognize Shop Stewards and shall not discriminate against them for lawful Union activity.

12.03 The Union shall advise the Employer in writing of the names of the Shop Stewards, and of any change of Employees selected to so act ***as Stewards*** during the term of the Agreement.

12.04 The Employer will distribute to new Employees appropriate written information provided by the Union as to the benefits and dues of Union membership.

12.05 Shop Stewards shall be permitted to take up grievances during working hours without loss of pay for no more than one (1) hour per week, unless additional time is required and approved by the Employer in advance. In any meeting with the Employer on Union business, including the renewal of this Agreement with the Employer, the Shop Steward will not suffer loss of wages and will be paid applicable rates per Collective Agreement by the Employer, provided that the time that is taken is approved by the Employer in advance.

12.06 Alternate Stewards

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

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

Article 13 – Union Security

13.01 Every Employee who is now or hereafter becomes a member of the Union shall maintain their membership in the Union as a

condition of their employment and every new Employee whose employment commences hereafter shall, within seven (7) days after the commencement of their employment, apply for and maintain membership in the Union ***via a digital, secure format.***

13.02 On commencing employment, the Employee's immediate Supervisor shall ***arrange to*** introduce the new Employee to the Shop Steward or Union Labour Relations Officer. The Shop Steward or Union Labour Relations Officer shall be given the opportunity to meet with the new Employee within regular working hours without loss of pay for a maximum of fifteen (15) minutes during the first week of employment for the purpose of acquainting the new Employee with the benefits and duties of the Union membership***,*** and their responsibilities and obligations to the Employer and the Union.

Article 14 – Dues Check-Off

14.01 The Employer agrees to report on the T-4 slip of each affected Employee, the respective amounts deducted on behalf of the Union. Should the Union need to implement a different system/administrative process for Union dues or fee deductions, the ***P***arties will agree to meet and resolve.

14.02 The Employer agrees to deduct from the wages of each Employee upon proper authorization from the Employee affected such initiation fees, assessments and Union dues as authorized by the Union. The ***P***arties agree to work together to resolve any challenges.

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

(a) Monies deducted from the wages of Employees for Union initiation fees, dues, and assessments;

(b) A statement showing each Employee's name from whom deductions were made, and the amount of the deductions.

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

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

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

Article 15 – Investigation and Assessment

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

15.02 The Employer shall post their policies on workplace harassment and violence prevention and reporting procedures in a location visible to all Employees. Revisions of these policies shall be provided in copy to the Union Representative.

15.03 An Employee can access translation services, when available as part of any Employer-provided group-benefits package.

These services may be used for situations such as workplace documentation, orientations, investigatory or disciplinary meetings, or any other work related functions or operations as may be required.

Article 16 – Grievance Procedure

16.01 (a) Any disagreement or difference of opinion between the Employer, the Union or the Employees covered by this Agreement concerning the interpretation or application of the terms and provisions of this Agreement shall be considered a grievance. All grievances shall set out the matter complained of, the specific provisions of the Agreement allegedly violated, and the remedy sought. It shall not be sufficient to allege a violation of the Agreement as a whole.

(b) Step 1

All grievances of Employees***, except those arising from termination of employment,*** shall be submitted in writing and be taken up within ***thirty*** (***30***) working days of their occurrence or when the grievor ought to have known, with the Employee's Department Manager who shall render a written decision within ten (10) working days to the Union. ***Grievances arising from termination of employment shall be submitted within fifteen (15) days of the termination of employment***. Time limits ***for all Steps in the grievance procedure***

and arbitration are mandatory and final but may be extended by mutual agreement with written confirmation.

(c) Step 2

If a satisfactory settlement cannot be reached under 16.01(b) of this Article, grievances shall be taken up within ten (10) working days with the General Manager who shall render a decision in writing within ten (10) working days to the Union.

(d) It is understood and agreed that the Employer has the right to file grievances with the Union. All grievances of the Employer shall be submitted in writing and be taken up within ***thirty (30)*** working days of their occurrence or when ***the Employer*** ought to have known, with the Union Labour Relations Officer or their Director, who shall render a written decision within ten (10) working days to the Employer.

(e) Step 3: Arbitration

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

(f) The written notice referring the grievance to arbitration in Article 16.01 (e) must be submitted to the other ***P***arty within ***forty-five*** (***45***) days after the decision in Step 2 is given and shall propose three ***(3)*** suggested arbitrators. The recipient of the notice can either agree to ***one (1) of***

the proposed arbitrator***s*** or ***propose*** alternatives. Should the ***P***arties be unable to agree upon an arbitrator, the ***P***arties will apply to the Director of Mediation Services to have a single arbitrator appointed pursuant to the *Alberta Labour Relations Code*.

(g) The arbitrator appointed shall hear and determine the matter and shall issue a decision which shall be final and binding upon the Parties and upon any Employee affected by it.

(h) The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Collective Agreement, nor to alter, modify or amend any part of this Collective Agreement.

(i) The Parties will each pay one-half of the remuneration and expenses of the arbitrator.

(j) A decision of the arbitrator shall be final and binding upon the Parties. The arbitrator may not, by its decision, modify, waive, abridge, alter or extend any of the terms of the Agreement, and render a decision which is inconsistent with the terms of this Agreement. The arbitrator may interpret the provisions of this Agreement but shall not deal with any matter not set forth in the copy of the grievance referred to in 16.01(a) of this Article.

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

Article 17 – Employee Rights

17.01 The Employer recognizes, as far as it is reasonably practical to do so, the following ***E***mployee rights:

(a) Full, fair, and due process with Union ***R***epresentation in all circumstances contemplated by this Agreement;

(b) The right to a safe and healthy workplace;

(c) Be compensated for all work required to be performed in accordance with this Agreement and at the direction of the Employer;

(d) Be informed of all applicable workplace rights, obligations, policies, and rules;

(e) To receive training that is reasonably required for the performance of the Employee's job duties;

(f) Participation in lawful Union activity;

(g) All statutory rights and benefits.

Article 1***8*** – Probationary Period

1***8***.01 New Employees shall be on probation for a continuous period of employment consisting ***of ninety (90) days*** worked during which time they may be dismissed without reference to seniority. The termination of a probationary Employee shall be deemed to be for just cause and shall not be the subject of a grievance under this Agreement.

18.02 Notwithstanding the time limitation in Article 18.01, the Employer may extend the probationary period following a discussion with the Union, and such request may not be unreasonably denied.

Article 1***9*** – Health and Safety

1***9***.01 The Employer and the Union agree that ***it is in the interests of all concerned to maintain high standards of health and safety in order to prevent industrial injury and illness. The Employer agrees to oversee the well being and health and safety, of its Employees.***

1***9***.02 The Parties ***to this Agreement*** recognize that the maintenance and development of the ***E***mployee's general well-being constitute common objectives. Reasonable efforts shall be deployed to assess, control, mitigate and eliminate hazards to health and safety in ***the*** work environment ***and to ensure the well-being, both mental and physical, of all Employees.***

The Parties to this Agreement shall at all times comply with the accident prevention regulations of the Occupational Health and Safety Code, as well as all safety regulations specified by the Employer and their Clients.

1***9***.03 The Employer agrees that in all circumstances, Employees shall be treated with dignity, respect, and fairness.

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

1***9***.04 An Employee shall be entitled to refuse unsafe work in accordance with the process outlined in the *Occupational Health and Safety Act.*

1***9***.05 No Employee shall use their personal vehicle for any type of work.

Health and Safety Committee

1***9***.06 A committee will be established to consider matters of ***O***ccupational ***H***ealth and ***S***afety.

1***9***.07 The committee shall meet at least monthly or more frequently if required by either party at a mutually acceptable hour and date.

1***9***.08 The ***Health and Safety*** Committee will have two ***(2)*** Union Representatives as members. The basic rate of pay for any lost time will be paid to such ***E***mployees for time spent in attendance at a meeting of the committee.

1***9***.09 An Employee involved in an accident or illness as a result of work for the Employer must report such accident and/or illness immediately to the Employer.

1***9***.10 In the event an Employee is injured due to an event arising out of, and in the course of employment, if medically possible, the injured Employee will fill out a notice of injury form, as soon as possible and the Employee shall provide the completed form to the Employer Management Representative on site. A copy of the completed form shall be provided to the injured Employee following the report of the incident. The notice of injury form will be in compliance with the *Workers Compensation Act*.

1***9***.11 If the illness or injury is such that the Employee cannot report for work on their next or subsequent shifts, they must notify the Employer prior to the start of the shift(s) indicating the necessity for and expected amount of time away from the workplace.

Employees will participate in any facilitated return to work by providing updates on fitness for work as requested by the Employer. All parties understand the requirement to cooperate and fully participate in a return to work if modified work is available.

1***9***.12 The Employer agrees to ensure an Employee suffers no loss of regular pay during the shift where they are injured and seek and obtain medical care.

1***9***.13 The Employer recognizes the Union provides WCB assistance to its members and will not impede the Union in doing so.

Article ***20*** – No Working Short

20.01 The Employer will make every reasonable effort to replace Employees who are away from work for any reason.

Article 2***1*** – Coming in Early

2***1***.01 Employees can enter the plant any time before 6:00am to load their trucks or do any type of work upon prior approval of Management and where a Manager or their designate is also present. ***No Employer vehicle shall leave the plant without Management pre-authorization.***

Article 2***2*** – Notice Boards

2***2***.01 ***The Union will supply a locking bulletin board to the Employer for mounting in a mutually agreeable location in the workplace.***

The board shall be for the exclusive use of the Union to keep notices of meetings and other Union business. The Union will be responsible for all maintenance and repair of the bulletin board.

The Employer agrees that the Shop Stewards or an authorized Union Representative may post official communications from the Union to its members on the Union's bulletin board provided for this purpose.

If Management believes that a posting is inappropriate, they shall raise the issue with the Union Representative. Should Management and the Union be unable to resolve any disputes in a reasonable timeframe, Management may take the issue up via the Grievance Procedure.

Article 2***3*** – Joint Labour Management Committee

2***3***.01 The Union and the Employer have agreed that a formal process of communication would help everyone deal with changes and issues affecting the workplace. The Committee will be made up of Local Management, the Stewards and the Business Agent for the Union. The Committee shall meet on a a ***bi-annual basis to discuss concerns arising out of the operations of the Collective Agreement. Nothing in this provision shall in any way be intended to amend the mandatory timelines under the Collective Agreement.***

The Committee shall include a Representative from the Employer and at least one bargaining unit Employee as selected by the Union. A full-time Union Representative will be invited to attend the meetings.

Minutes of all meetings shall be kept with copies provided to the Parties.

This Committee does not have jurisdiction or authority to interpret or amend any of the terms and conditions of the Collective Agreement.

Article 2***4*** – Discipline

2***4***.01 ***The Employer shall notify Employees of their*** right to have a Shop Steward or Union Labour Relation***s*** Officer present at any meeting that the Employee believes may be disciplinary in nature or in any other meeting with the Employer. The Employer shall notify the Union of the date, time, and place of such meetings and, where possible**,** the meetings shall be scheduled in advance in order for the Shop Steward or Union Labour Relation***s*** Officer to be present and will not be unreasonably delayed. It is understood that the Union can choose to attend by phone, virtually or in person.

2***4***.02 Upon written request, an Employee shall have the right to review their personnel file once a year.

2***4***.03 A copy of all written disciplinary action shall be provided to the Employee concerned. A copy shall be forwarded to the Union office.

2***4***.04 Records of written ***r***eprimands and suspensions shall not be used against the Employee after a lapse of eighteen (18)

months of continuous service in which the Employee has had a clear disciplinary record.

Article 2***5*** – Training and Employment Checks

2***5***.01 When training**,** required meetings or workshops required to be completed cannot be completed during regularly scheduled work hours, an Employee will be required to complete the training or workshop while the Employee is not scheduled to work, during which time the Employee will be at their current rate of pay.

Article 2***6*** – Seniority

2***6***.01 After successful completion of the probationary period in accordance with Article 1***8***, seniority shall then be established from the date an Employee first permanently entered the service of the Employer.

2***6***.02 Seniority for Employees shall be defined as length of continuous service with the Employer in the bargaining unit as an Employee. Full-time Employees are considered senior to part-time Employees for all purposes of this Collective Bargaining Agreement. All Employees shall be laid off and recalled by seniority within the bargaining unit.

When two (2) or more Employees are hired on the same date, their seniority shall be determined by alphabetical order of surname at date of hire.

In addition, where there are two (2) or more Employees whose surname begins with the same letter, the next letter

will be used. Where the last names are the same, the first name of the Employee will be used.

Seniority List

2***6***.03 The Employer shall prepare a seniority list of all Employees in January and June of each year showing seniority date and classification. The list shall be posted in a place accessible to all Employees and a copy shall be forwarded to the Union. The Union shall report any errors in the seniority list in writing to the Employer within fifteen (15) days of receipt of the Union. Any errors identified by the Union in the seniority list shall be corrected and a new seniority list shall be posted.

2***6***.04 If an Employee is on an approved unpaid Leave of Absence in excess of thirty (30) days, they shall retain their accrued seniority but shall not accumulate additional seniority while on such leave.

2***6***.05 Notwithstanding Article 25.01, if an Employee is transferred or promoted to a position outside of the bargaining unit, the Employee shall retain their accumulated seniority and a right to return to their former position for a maximum of three (3) months while on probation in the new position, providing they have the seniority to claim their old route. If the Employee is outside of the bargaining unit longer than the above mentioned three (3) months and is subsequently rehired to the bargaining unit, their seniority shall be established effective the first day the Employee is returned to the bargaining unit.

Article 2***7*** – Layoffs and Recalls

2***7***.01 In the event of a layoff, senior Employees shall be retained, provided that they have the required and sufficient

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

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

2***7***.02 When the Employer wishes to recall an Employee who has been laid off, they shall notify such Employee via email and phone call to the Employee's verified email and phone number and shall notify the Union of this action. The Employee shall have two (2) business days after being notified by the Employer to advise the Employer of their intention to return to work and must do so within five (5) days of having informed the Employer. Failure to respond within two (2) business days will result in the next eligible Employee being offered the recall. Failure to respond within seven (7) days will result in the ending of the Employee's recall rights and employment.

Article 2***8*** – Promotions and Vacancies

2***8***.01 Any full-time vacancies or any new full-time positions created within the bargaining unit during the life of this Agreement shall be posted.

2***8***.02 The posting shall remain open for ***ten (10)*** working days to allow Employees to make written application for any such vacancies or new positions.

Employees away on leaves of absence, vacation, or other such approved leaves shall be notified by group text of all job postings within two (2) days of posting.

All such vacancies or new positions shall be filled ***based on seniority, provided the Employee is capable of performing the job.***

When the position is to be filled, the Union shall be notified of the name of the successful applicant within ten (10) days of the appointment being made.

2***8***.03 All Employees filling a new position or vacancy shall be on trial period in the new position for a period of ninety (90) days worked. If such Employee does not perform the duties satisfactorily during such time, they shall be reverted by the Employer to their former position at their former rate of pay without loss of seniority.

Article 2***9*** – Statutory Holidays

2***9***.01 The following days shall be observed as Statutory ***H***olidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- ***Heritage Day***
- Labour Day
- Thanksgiving Day
- Remembrance Day

- Christmas Day
- ***Boxing Day***

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

2***9***.02 Any Employee who works on any holiday as set out in Article 28.01 of this Article shall be paid, in addition to their statutory pay entitlements, an amount equal to one and one-half (1 ½X) times their regular rate for all hours worked.

2***9***.03 There will be no entitlement to pay for the ***S***tatutory ***H***oliday from the Employer in cases where the Employee is:

(a) Being paid benefits under the Workers' Compensation Act for the week in which the Statutory Holiday is observed, or absent from work due to disability during the week in which the Statutory Holiday occurs, or

(b) Is on approved Leave of Absence without pay for the week in which the Statutory Holiday occurs, or

(c) Is absent from work without authorization, on either the working day immediately before or after the Statutory Holiday.

Article ***30*** – Leave of Absence

30.01 Union Leave

(a) Upon giving the Employer at least seven (7) days notice in writing, a maximum of one (1) Employee, elected or

selected as a delegate to attend business meetings in connection with the affairs of the Union shall be granted Leave of Absence without pay for a period not exceeding seven (7) days and without loss of seniority or any other rights enjoyed by such Employee.

(b) In so far as operational efficiency will permit, not more than one (1) Employee who is elected or selected to do Union work may, upon request and upon giving the Employer not less than thirty (30) days notice, be granted up to six (6) months' Leave of Absence in any one year without pay and, upon return to work without loss of seniority or any other rights enjoyed by such Employee prior to such Leave of Absence.

(c) The Employer agrees to pay lost straight-time wages for Collective Bargaining negotiations for up to two (2) Employees up to an aggregate total of forty (40) hours pay for any contract renewal.

(d) Subject to any other provision of this Agreement, an Employee will receive the pay and benefits provided for in this Agreement when on unpaid Leave of Absence for Union work or conventions. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence.

30.02 <u>General Leaves of Absence:</u>

(a) An Employee may request a Leave of Absence through a written application stating the requested date for commencement of the leave and the date of return to work. The Employer may grant the requested Leave of Absence without pay and will advise the Employee of the decision in writing.

Statutory Leaves of Absences

30.03 Bereavement Leave

In the event of a death of an Employee's parents, legal guardian, grandparents, children***, ward(s)***, grandchildren, sister, brother, spouse, stepparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, spouse's grandparents, step-son or step-daughter, ***and any related dependents or family living with the Employee,*** the Employee will be granted up to five (5) working days with pay for bereavement.

The Employer may grant additional leave without pay to the bereaved Employee as needed.

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

30.04 Maternity Leave:

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

(b) Where the pregnancy of an Employee interferes with the performance of the Employee's duties before the estimated date of delivery, the Employer may request the Employee begin leave early in accordance with the *Employment Standards Code* (Alberta).

(c) Maternity leave shall be without pay and benefits.

(d) Maternity leave shall not exceed twenty (20) weeks however may be combined with parental leave entitlements below to provide for a total Leave of Absence which shall not exceed eighty- two (82) weeks.

(e) A birth mother must take at least six (6) weeks leave after the birth of the child unless the Employer agrees to early resumption of employment and the Employee provides proof satisfactory to the Employer that they are fit to resume work and will not endanger their health.

Parental and Adoption Leave

30.05 A parent, upon their written request, will be granted a Leave of Absence without pay and benefits for a period up to sixty-two (62) weeks for parenting duties following the birth or adoption of a child. For the birth mother, Parental Leave starts immediately following Maternity Leave.

30.06 An Employee adopting a child must:

Make a written request for such leave at the time the application for adoption is approved and keep the Employer advised of the status of the application; and provide the Employer with at least two (2) weeks written notice that such leave is to commence or as much notice as reasonably possible in the circumstances.

30.07 An Employee intending to take maternity leave and/or parental leave will provide at least two (2) weeks written notice before starting leave, or as much notice as reasonably possible in the circumstances. An Employee intending to take ***M***aternity ***L***eave and ***P***arental Leave shall inform the Employer as to

anticipated length the Employee intends to take for ***M***aternity and/or Parental leave.

30.08 An Employee absent on Parental/Maternity/Adoptive Leave shall provide the Employer with two (2) weeks written notice of readiness to return to work, following which the Employer will reinstate the Employee in the same step in the salary scale or provide the Employee with alternate work of a comparable nature at no less than the same step in the salary scale and other benefits that accrued to the Employee up to the date they commenced the leave.

30.09 Employees will have the option of maintaining their coverage under the Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave.

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

30.11 Jury or Witness Duty

All Employees who have been called for jury duty, or who have been summoned or subpoenaed as a witness in any court, except for proceedings to which the Employee is a party, shall be ***paid wages amounting to the difference paid to them for jury or witness service and the hourly wages they would have earned had they worked on such days.***

Employees on jury or witness duty shall furnish the Employer with such statements of earnings as the courts may supply.

30.12 Compassionate ***Care*** Leave

Employees shall be entitled to up to twenty-seven (27) weeks unpaid ***C***ompassionate ***C***are ***L***eave for the purpose of providing care or support to a seriously ill family member.

30.13 Personal and Family Responsibility Leave

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

(a) ***T***he health of the Employee; or

(b) ***T***he meeting of family responsibilities in relation to a family member.

30.14 Death or Disappearance of a Child Leave

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

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

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

An Employee is not entitled to ***D***eath or ***D***isappearance of a ***C***hild ***L***eave if they are charged with the crime that resulted in the death or disappearance of the child.

30.15 Domestic Violence Leave

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

(a) ***I***s or has been married to the Employee, is or has been an adult interdependent partner of the Employee***,*** or is residing or has resided together with the Employee in an intimate relationship;

(b) ***I***s or has been in a dating relationship with the Employee, regardless of whether they have lived together at any time;

(c) ***I***s the biological or adoptive parent of one ***(1)*** or more children with the Employee, regardless of their marital status or whether they have lived together at any time; ***or***

(d) ***I***s related to the Employee by blood, marriage or adoption***,*** or by virtue of an adult interdependent relationship, regardless of whether they have lived together at any time; or resides with the Employee and has care and custody over the Employee pursuant to an order of a court.

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

(a) ***A***ny intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person;

(b) ***A***ny act or threatened act that intimidates a person by creating a reasonable fear of property damage or injury to a person;

(c) ***C***onduct that reasonably, in all circumstances, constitutes psychological or emotional abuse;

(d) ***F***orced confinement;

(e) ***S***exual contact of any kind that is coerced by force or threat of force; ***or***

(f) ***S***talking.

An Employee may take unpaid ***D***omestic ***V***iolence ***L***eave, for up to ten (10) days, for one ***(1)*** or more of the following purposes:

(i) ***T***o seek medical attention for the Employee or the Employee's dependent child or a protected adult in respect of a physical or psychological injury or disability caused by the domestic violence;

(ii) ***T***o obtain services from a victim services organization;

(iii) ***T***o obtain psychological or other professional counselling for the Employee or the Employee's dependent child or a protected adult;

(iv) ***T***o relocate temporarily or permanently;

(v) ***T***o seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;

(vi) Any other purpose provided for in the *Employment Standards Code* (Alberta).

An Employee shall endeavor to provide as much notice as reasonably possible of the need for ***D***omestic ***V***iolence ***L***eave and the estimated length of the leave.

30.17 Citizenship Ceremony Leave

Employees shall be entitled up to a day of unpaid ***C***itizenship ***C***eremony ***L***eave to attend a citizenship ceremony to receive a certificate of citizenship.

30.18 Reservist Leave

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

30.19 Critical Illness Leave

Employees shall be entitled to ***C***ritical ***I***llness ***L***eave of up to thirty-six (36) weeks' unpaid leave to provide care or support to a child under the age of ***eighteen (***18***)***.

Article 31 – Annual Vacations

3***1***.01 The Employer will grant all Employees to whom this Agreement is applicable a vacation period. The vacation year for the purposes of this ***A***rticle will be January 1***st*** to December 31***st.***

3***1***.02 The basis for payment of vacation pay and length of vacation will be as follows:

Length of Service at January 1***st*** Vacation Entitlement:

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

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

3***1***.03 Vacation pay shall be a percentage of the Employee's earnings during the previous calendar year for each week of any vacation entitlement of two (2) weeks or more as per schedule in Article 3***1***.02 herein.

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

3***1***.04 Any Employee who was prevented from taking their vacation during the vacation year due to illness or accident and who will not return to work by the end of the vacation year shall, upon giving the Employer thirty (30) days written notice if possible, receive their vacation pay not later than June 30***th***, on a separate cheque.

3***1***.05 Vacation pay shall be calculated on T-4 earnings but excluding taxable benefits for the prior calendar year.

3***1***.06 Vacations due in any year must be taken in the vacation year and, based upon their seniority, Employees shall have the right to take one (1) week or two (2) weeks of their vacation at one ***(1)*** time, within the vacation year except as otherwise provided in this Agreement. A maximum of two (2) Employees will be allowed to take vacation at the same time during the ***thirteen (***13***)*** week period prior to Labour Day. From the period of Labour Day to November 30***th***, no more than one (1) Employee will be allowed to take vacation in the seven ***(7)*** calendar days preceding a Statutory ***H***oliday. From the period of December 1***st*** to the second Monday of January, no Employees will be entitled to take vacation days.

3***1***.07 All submissions for vacation shall be made in writing on forms supplied by the Employer starting January 1st. These applications will be processed and approved subject to seniority and operational requirements and will be posted by February 15***th***. Submissions received after February 15***th*** must be made in writing at least one (1) month in advance of vacation and approvals granted within three (3) days of request, in writing, subject to operational requirements. A holiday booking schedule will be posted at all times by department.

3***1***.08 In the event of a conflict arising between two (2) or more Employees as to when they take their vacation, the most senior Employee shall have the preference subject to Article 3***1***.07.

3***1***.09 Vacation shall normally be taken in full week blocks. A "full week block" is a seven (7) day period that begins with the first day of the Employee's weekly schedule.

Article 3***2*** – Rest Periods and Lunch Breaks

3***2***.01 All Employees shall be given, approximately midway during the first half and approximately midway during the second half of each shift, a fifteen (15) minute rest period without deduction of pay.

3***2***.02 All Employees shall be entitled to a one-half (1/2) hour unpaid lunch break approximately midway during their shift.

3***2***.03 All Employees shall be entitled to an additional fifteen (15) minute rest period without deduction of pay when a shift extended past ten (10) hours.

Article 3***3*** – Hours of Work

3***3***.01 The Employer retains the exclusive right to schedule hours of work of Employees and additional shifts as may be necessary to provide coverage for the determined hours of operation. Without limiting the generality of the foregoing, normal hours of work will be as follows:

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

(a) ***F***our (4) days per week, Monday to Thursday or Tuesday to Friday and forty (40) hours per week averaged over a four (4) week period. Saturday and Sunday will be time off; or

(b) ***F***ive (5) days per week, Monday to Friday, eight (8) hours per day. Saturday and Sunday will be time-off;

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

3***3***.02 All Employees who are required to report for work on any day and do so report but for reasons of some breakdown or weather conditions are dismissed for the day shall receive not less than three (3) hours pay at current rate of pay. The Employees shall perform such duties as the Employer may require during that three (3) hour period.

3***3***.03 It is understood and agreed that the provisions of this Article are only to provide a basis for calculating overtime compensation and should not be construed or interpreted as a weekly or daily guarantee o***f*** hours and/or days of work.

3***3***.04 Notwithstanding Article 3***3***.03, the Employer agrees to guarantee to every Employee a minimum of thirty-seven (37) hours' work per week or pay in lieu of work at the current ***rate*** of pay even in the case of breakdown, weather conditions, incidents beyond the Employer or Employee's control, or while an Employee is absent from work at their own request, or as hereinafter provided.

3***3***.05 Any Employee who fails to attend work without informing their Manager for three (3) days shall be deemed to have abandoned their position and will have their position terminated.

3***3***.06 Any Employee who will not be attending work on their normal shift must contact their Manager by phone at ***least*** one (1) hour, where possible before the start of their shift.

Article 3***4*** – Overtime

3***4***.01 Overtime pay at one and one-half (1 ½X) times an Employee's regular rate shall be paid on the next pay period for all hours

worked in excess of ten (10) hours in any one ***(1)*** day or forty-four (44) hours in a week, except as otherwise stated. Notwithstanding the above, overtime hours worked on a Sunday shall be paid at two (2X) times an Employee's regular rate. No Employee will be permitted to work any overtime without receiving the appropriate overtime pay as set out above. No Employee will be permitted to work overtime without first getting approval from their Manager or any Manager at their location.

Article 3***5*** – ***Paid*** Sick Leave

3***5***.01 ***All active Employees will be credited with six (6) paid incidental sick days per calendar year. Full-time new hires will be prorated with the appropriate amount of incidental sick days based on their date of hire within the calendar year for the remainder of that year and will be credited with a full six (6) days as of the following January 1st.***

Article 3***6*** – Wages and Classifications

3***6***.01 Job classifications for all Employees covered by this Agreement shall be as set out in Appendix "A" attached to and forming part of this Agreement and rates of pay applicable thereto shall be not less than provided therein.

3***6***.02 It is agreed that regardless of age or sex, the principle of equal pay for equal work shall apply.

3***6***.03 Employees will be paid remuneration on a bi-weekly schedule and will receive a pay stub from the Employer. Further details of any commission calculation ***shall*** be provided to Employees upon request.

Article 3***7*** – Benefits

3***7***.01 The Employer will provide Group Insurance Benefits to full-time Employees who have completed the probationary period with the Employer as follows:

(a) Life and Accidental Insurance

Life Insurance in the amount of ***twenty-five thousand (***$25,000.00***) dollars***. The Employer will pay ***one hundred*** (100%***) percent*** of the premiums. The policy and plan ***shall*** be the one in effect ***through the Employers' selected benefits provider*** for ***the*** term of this Agreement.

(b) Extended Health Care Program

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

(i) Single Coverage

Employer: ***eighty-five (85%) percent***
Employee: ***fifteen (15%) percent***

(ii) Family Coverage

Employer: ***eighty-five (85%) percent***
Employee: ***fifteen (15%) percent***

The Employer's obligations related to cost-sharing shall cease during any unpaid leaves of absences longer than

thirty (30) days. **Employees will have the option of maintaining their coverage under the Employer benefit plan by pre-paying the total cost of those benefits prior to commencing any such leave.**

Paramedical coverage for massage and physiotherapy shall be increased to five hundred ($500.00) dollars per year, with no increased cost of premium to employees.

(c) Pension Plan

Employees shall be ***eligible*** to participate in the Employer Pension Plan after one (1) year of continuous employment ***and must join the plan on the first (1st) day of the month following completion.***

All Employer contributions are vested with the Employee immediately upon participation in the Pension Plan.

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

The Employer shall contribute ***four (4%) percent for all employees.***

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

For every ***one*** ($1.00) dollar optionally contributed by the Employee, the Employer will match ***twenty-five (***$0.25***) cents*** to a maximum optional matching of ***one point five (***1.5%***) percent***.

The Employee authorizes payment of this optional amount to be made through automatic payroll deductions. The Employer will enroll new eligible members on the ***first (1st) of the month following one (1) year of continuous employment with the Employer.***

3***7***.02 Notwithstanding any provision in this Agreement, the terms of any group insurance policy and plan shall govern in all respects relative to eligibility for participation and benefits coverage.

Article 3***8*** – Uniforms

3***8***.01 The Employer will provide ***appropriately sized*** uniforms without cost to the Employee.

3***8***.02 It is agreed that all Employees will clean and maintain their own uniforms in a neat and presentable fashion.

3***8***.03 The Employer agrees to keep all Personal Protective Equipment (PPE) practices and supply at no cost. These items are gloves, masks and whatever else is required by the Employer for PPE use.

3***8***.04 Safety Footwear

The Employer shall pay for CSA and Employer approved safety boots for each Employee once each calendar year, and will make payment to the Employer's preferred service provider for the costs of the safety boots equivalent to: ***two hundred ($200) dollars including taxes per year.***

Article 3***9*** – Employer Vehicles

3***9***.01 It is to the mutual advantage of both the Employer and the Employee that Employees shall not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law.

3***9***.02 Employees shall not in any way alter the Employer vehicle provided.

3***9***.03 Employees shall immediately, at the beginning or at the end of their shifts, report all defects of equipment on a Department of Transportation log book or log sheet and the Employer's approved form.

3***9***.04 It shall be the duty and responsibility of the Employer to maintain all vehicles in a safe operating condition and in accordance with the Ministry of Transportation's regulations. The Employer retains the discretion to determine the priority of maintenance orders within the fleet. If any maintenance requires more than two (2) weeks to complete the driver will be fully informed of the reason(s) why.

Driving

3***9***.05 ***All Employees, excluding shuttle drivers, who are required to travel at least one hundred thirty (130) kilometres from their operating centre, and shuttle drivers who are required to travel at least one hundred sixty (160) kilometres from their operating centre, will receive compensation at a rate of:***

(a) Eighteen ($0.18) cents per kilometre for 2026;
(b) Nineteen ($0.19) cents per kilometre for 2027;
(c) Twenty ($0.20) cents per kilometre for 2028;

Driver's Licenses

3***9***.06 All Employees who are required to operate vehicles shall be required to possess and maintain a valid Government of Alberta Operator's Licence with valid endorsements as may be required by applicable legislation.

3***9***.07 In any instance of breakdown or impassable highway which prevents an Employee from proceeding to their destination or is obstructed from returning to their operating centre, the Employee shall be paid at their current rate of pay for all time up to the time at which they arrive at a place of lodging or other suitable shelter.

Article ***40*** – Overnight Routes

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

(a) Cover the costs of the hotel at an Employer-approved premises; and

(b) Pay the Employee ***fifty*** ($***50.00) dollars*** per day per diem.

Article 41 – Technological Changes

41.01 As soon as the Employer becomes aware of or starts to consider the implementation of Artificial Intelligence (AI), robotics or automation technologies that could potentially affect the jobs of bargaining unit members, the Employer agrees to consult with the Union. The Employer consultation will include a detailed impact assessment

and discussions on measures to mitigate adverse effects on employment.

Adverse effects will be interpreted in the broadest of terms, including but not limited to:

- ***Reduction or impact on hours of work for employees;***
- ***Increase in work or line speeds;***
- ***Shifting of the administration discipline; and***
- ***Any other impact that is developed.***

This consultation should include but not be limited to:

- ***An outline of the anticipated timelines;***
- ***Types of technology to be implemented; and***
- ***The expected impact on jobs, work processes, and the organizational structure.***

Article 42 – Duty to Accommodate

42.01 ***The Parties recognize the obligations to accommodate disabilities pursuant to human rights legislation. The Parties further acknowledge the duty to accommodate and the important role that the Union and the Employee play in the accommodation process.***

The Employee shall be advised of their rights to have a Union Representative present at meetings regarding the Employee's request, continuation, or amendment of an accommodation. The Employee shall be advised of their right to have a Union Representative present in meetings in which modified work and/or return to work programs are being discussed.

Should Employees authorize the Union to represent them in cases of WCB, the Employer shall communicate all such relevant meetings to the Union in advance until such authorization is revoked by the Employee.

Signed this _____ day of _____, ***2026***.

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

For the Employer:	For the Union:
Chantal Brassard	***Jim*** Harrington
Barett Gamble	***Don Roth***
	Rick Schneider
	Ryan Sapsford

This Agreement was ratified on ***August 13th, 2026***.

Appendix "A"
Job Classification and Wage Appendix

Classification	***Date of Ratification* – Dec 31st, 2026***	***Jan 1st, 2027 – Dec 31st, 2027***	***Jan 1st, 2028 – Dec 31st, 2028***
	3%	***3%***	***3%***
(a) Shuttle Driver – New Hire	***$25.87/hr***	***$26.65/hr***	***$27.45/hr***
Shuttle Driver – 2 Years	***$28.12/hr***	***$28.96/hr***	***$29.83/hr***
Shuttle Driver – 5 Years	***$30.66/hr***	***$31.58/hr***	***$32.53/hr***
	4%	***3.5%***	***3.5%***
(b) Route Relief Utility Driver – New Hire	***$26.13/hr***	***$27.04/hr***	***$27.99/hr***
Route Relief Utility Driver – 2 Years	***$28.39/hr***	***$29.39/hr***	***$30.41/hr***
Route Relief Utility Driver – 5 Years	***$30.96/hr***	***$32.04/hr***	***$33.17/hr***

****All new rates of pay, base rates, commissions and premiums are effective the date of ratification going forward.***

(c) Commissioned Route Sales Representative:

Commissioned Route Sales Representatives shall receive the greater of:

(i) Base Pay per pay period:

Date of Ratification – Dec 31st, 2026	***$1050.00***
Jan 1st, 2027 – Dec 31st, 2027	***$1124.86***
Jan 1st, 2028 – Dec 31st, 2028	***$1181.60***

(ii) Commission of the following percentage of the Route Sales Representative's weekly revenue for their scheduled route paid each pay period;

1. Linen: 7***.5***%
2. Garment: 7***.5***%
3. Dust: 7***.5***%
4. Loss: 7***.5***%
5. Facility Service: 7***.5***%
6. COG: 7***.5***%

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

Disagreements regarding calculation of commission on route sales will be addressed through Article 16 (Grievance Procedure).

Customer Renewal Bonus:

To be eligible for year-end bonus, an RSR:

(a) must have 96+ percentage of customers of the RSRs route being under a valid Service Agreement as of November 30th of the previous year; and

(b) must have personally secured twenty-six (26) renewals throughout the calendar year.

(the "Conditions")

If an RSR meets the Conditions, they will receive a Customer Renewal Bonus of $1500.00. The Customer Renewal Bonus will be paid out in accordance with standard payroll practice at the start of December in every calendar year.

The Employer shall supply each Employee with a detailed report or all their renewals at the start of December or each calendar year.

<u>Lump Sum Payment and Retention Bonus:</u>

Upon ratification of this Agreement, the Employer shall pay a one (1) time ratification bonus equal to three (3%) percent of each eligible Employee's year-to-date gross earnings from January 1st, 2026, through the date of ratification ("YTD Earnings"). The bonus shall be paid in two (2) equal installments as follows:

(a) One-half (50%) of the bonus in the last payroll period in August 2026; and

(b) The remaining one-half (50%) of the bonus in the second payroll period in November 2026.

Eligibility and administration

- ***Eligible employees are those on the Employer's active payroll on the date of ratification and who remain employed by the Employer (including employees on paid leave) on the applicable payment date. Employees hired after the date of ratification or who separated from employment prior to the applicable payment date shall not be eligible for the bonus.***

- ***YTD Earnings shall include base wages and paid overtime, and shall exclude expense reimbursements, other lump-sum awards, severance, and benefit contributions.***

- ***Bonus amounts will be calculated to the nearest cent. All payments are subject to applicable payroll taxes and required withholdings.***

- ***Payment of the bonus shall not be considered part of base rate for any purpose and shall not be used in calculating future pay increases.***

Administrative contingences

- ***If administrative or payroll processing makes the scheduled payment dates impracticable, the Employer will make the payments as soon as reasonably practicable and will notify the Union of the revised payment dates.***

This bonus is a one (1) time payment and does not create an ongoing obligation or precedent beyond this Agreement.

Signed this _____ day of _____, ***2026***.

Alsco Canada Corporation	United Food and Commercial Workers Canada Union, Local No. 401
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
For the Employer:	For the Union:
Chantal Brassard	***Jim*** Harrington
Barett Gamble	***Don Roth***
	Rick Schneider
	Ryan Sapsford

This Agreement was ratified on ***August 13th, 2026***.